

Collective Agreement

between

Public Service Alliance of Canada

(As Represented by its Component the Nunavut Employees Union)

and

Hamlet of Gjoa Haven

Effective From: October 1, 2009
To: September 30, 2012

**Nunavut Employees Union
Box 869,
Iqaluit NU X0A 0H0**

**Hamlet of Gjoa Haven
P.O. Box 200,
Gjoa Haven NU X0B 1J0**

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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 the well-being and increase the productivity of 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 in the workplace.

Article 2

Interpretation and Definitions

- 2.01 For the purpose of this Agreement:
- (a) "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 of Gjoa Haven excluding the Senior Administrative Officer, Assistant Senior Administrative Officer, Financial Administrator, and Personnel Officer;
 - (e) "Casual employee" means a person who is hired for work of a temporary nature not exceeding six (6) consecutive months in duration unless agreed otherwise by the parties. A casual person will not be used to reduce the regular hours of work of, or replace, an employee;
 - (f) "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, and lives and intends to live with that spouse as if that person were their spouse;
 - (g) "Continuous employment and Continuous Service" mean uninterrupted service with the Employer and with reference to re-appointment of a lay-off means 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 provided that his re-appointment occurs within six (6) months of his lay-off;

- (h) "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;
- (i) "Demotion" means the appointment of an employee for reasons of incompetence or incapacity, to a new position for which the maximum pay is less than that of his former position;
- (j) "Department" refers to the departments established by the Employer for the organization of its operations and currently includes municipal works and administration;
- (k) "Dependant" means a person residing with an employee who is:
 - (i) the employee's spouse, including common-law spouse;
 - (ii) child, and child of spouse, who is under nineteen years of age and dependant upon the employee for support or being nineteen years of age or more and dependant upon the employee for support by reason of mental or physical infirmity; or
 - (iii) any other relative of the employee who resides in the employee's household and is wholly dependent upon the employee for support by reason of mental or physical infirmity;
- (l) "Employee" means a member of the Bargaining Unit;
- (m) "Employer" means the Hamlet of Gjoa Haven;
- (n) "Fiscal Year" means the period of time from April 1 in one year to March 31 in the following year;
- (o) "Hamlet" means the Hamlet of Gjoa Haven;
- (p) "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;
- (q) "Lay-off" means an employee whose employment has been terminated because of lack of work or lack of funding;
- (r) "Leave of Absence" means absence from duty with the Employer's permission;
- (s) "Senior Administrative Officer" means the Senior Administrative Officer of the Hamlet of Gjoa Haven;
- (t) "May" shall be regarded as permissive and "Shall" and "Will" as imperative;
- (u) "Membership fees" means the fees established pursuant to the By-Laws of the Union as fees payable by the members of the Bargaining Unit;

- (v) "Overtime" means work performed by an employee in excess of his regularly scheduled hours of work;
- (w) "Part Time Employee" means a person employed by the Employer, whose scheduled hours of work are less than the normal hours of work scheduled in a week for full time employees. Except when stated elsewhere in this agreement, benefits for part time employees will be pro rated accordingly. Overtime will be based on the normal scheduled hours in a week for full time employees;
- (x) "Probation" means a period of six (6) months from the day upon which an employee is first appointed or a period of three (3) months after an employee has been transferred or promoted. If an employee does not successfully complete his probationary period on transfer or promotion, the Employer shall appoint him to a position comparable to the one from which he was transferred or promoted;
- (y) "Promotion" means the appointment of an employee to a position for which the maximum rate of pay exceeds that of his former position;
- (z) "Representative" means a person who is authorized to represent the Union;
- (aa) "Seniority" is defined as length of service with the Employer and shall be applied on a Bargaining Unit-wide basis;
- (bb) "Transfer" means the appointment of an employee to a position, that does not constitute a promotion or demotion;
- (cc) "Union" means the Public Service Alliance of Canada, as represented by its component the Nunavut Employees Union;
- (dd) "Week" for the purposes of this Agreement shall be deemed to commence at 12:01 a.m. on Monday and terminate at midnight on Sunday.

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 or Regulations; 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*.

Number and Gender

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

Article 3

Recognition

- 3.01 The Employer recognizes the Public Service Alliance of Canada as the exclusive bargaining agent for all employees in the Bargaining Unit.
- 3.02 The Employer shall advise prospective employees that the workplace is unionized.

Article 4

Application

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

Article 5

Security of Agreement

Future Legislation

- 5.01 In the event that any law passed by Parliament, or the 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 reopened upon the request of either party and negotiations shall commence with a view to finding an appropriate substitute for the annulled or altered provision.

Conflict of Provisions

- 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

Strikes and Lockouts

- 6.01 There shall be no lockout by the Employer and no strike by the employees during the life of this Agreement.
- 6.02 Any employee who participates in any interruption or impeding of work, work stoppage, strike, sit-down, slow-down or any other interference with production during the life of this Agreement may be disciplined by the Employer.
- 6.03 No employee shall be required to cross any picket line at a place of employment. No employee shall suffer a loss of pay or benefits as a result of a refusal to cross a picket line.

Article 7
Managerial Responsibilities

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

Article 8
Restrictions on Outside Employment

- 8.01 Subject to Article 8.02, an employee may carry on any business or employment outside his regularly scheduled hours of duty without interference from the Employer.
- 8.02 Employees are prohibited from carrying on any business or employment outside their regularly scheduled hours of duty when:
- (a) a conflict of duties may develop between an employee's regular work and his outside interests; and
 - (b) certain knowledge and information available only to Employer personnel place the individual in a position where he can exploit the knowledge or information for personal gain.
- 8.03 Employees are prohibited from the use of premises, vehicles, equipment, tools and other assets or property of the Employer for personal use or in an outside business or employment unless authorization is obtained from the Employer in advance.

Article 9
Employer Directives

- 9.01 The Employer shall, upon issuance, provide the Union with a copy of all personnel directives which are intended to clarify the interpretation or application of the Agreement. In the event that the Union disputes the content of the directive and the dispute cannot be settled, the matter may be referred to arbitration.

Article 10

Human Rights

Freedom from Discrimination

- 10.01 The Union, the Employer, and the employees agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee by reason of race, colour, ancestry, ethnic origin, citizenship, place of origin, creed, religion, age, disability, sex, sexual orientation, marital status, family status, pregnancy, lawful source of income, conviction for an offence for which a pardon has been granted, gender identity, political belief, family affiliation, social condition, union membership or activity, or for exercising their rights under the Agreement.
- 10.02 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 a physical or mental disability arising as a result of his employment with the Employer.

Equal Pay for Similar Work

- 10.03 The Employer agrees to recognize the principle of equal pay for similar or substantially similar work regardless of the sex of the employee.

Freedom from Sexual Harassment

- 10.04 “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.
- 10.05 Every employee is entitled to employment free of sexual harassment.
- 10.06 The Employer will make every reasonable effort to ensure that no employee is subjected to sexual harassment.
- 10.07 Complaints of sexual harassment may be brought to the attention of the Employer at the level of the Senior Administrative Officer, or the Mayor of the Hamlet of Gjoa Haven if the Senior Administrative Officer is the subject of the complaint. An employee may be assisted by the Union in making a complaint.
- 10.08 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, taking remedial measures in relation thereto, or as required by law.

- 10.09 The Employer shall issue a policy statement concerning sexual harassment which substantially conforms to the provisions of this Article. The Employer shall make each person under the Employer's direction aware of the policy statement concerning sexual harassment.

Freedom from Workplace Violence

- 10.10 "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 behaviours of a physical or emotional nature.
- 10.11 Every employee is entitled to employment free of workplace violence.
- 10.12 The Employer will make every reasonable effort to ensure that no employee is subjected to workplace violence.
- 10.13 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.
- 10.14 Complaints of workplace violence may be brought to the attention of the Employer at the level of the Senior Administrative Officer, or the Mayor of the Hamlet of Gjoa Haven if the Senior Administrative Officer is the subject of the complaint. An employee may be assisted by the Union in making a complaint.
- 10.15 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, taking remedial measures in relation thereto, or as required by law.
- 10.16 The Employer shall issue a policy statement concerning workplace violence which substantially conforms to the provisions of this Article. The Employer shall make each person under the Employer's direction aware of the policy statement concerning workplace violence.

Article 11

Appointment of Representatives

- 11.01 The Employer acknowledges the right of the Union to appoint employees as Representatives. The Union will provide the Employer with the names of its Representatives within a reasonable period.

Article 12

Union Access to Employer Premises

- 12.01 Upon reasonable notice and at reasonable times the Employer shall permit access to its work premises of an accredited Representative of the Union.

Article 13
Time-off for Union Business

- 13.01 The Employer shall grant leave with pay to employees participating as a party, a witness, or a Representative of the Union in respect to:
- (a) any proceeding before the Canada Industrial Relations Board;
 - (b) investigation of any complaints or grievances, except for an employee who is on suspension without pay;
 - (c) any proceeding under Article 32 – Grievance Procedure and Arbitration, except for an employee who is on suspension without pay;
 - (d) meetings with the Employer on behalf of the Union.

Contract Negotiations Meetings

- 13.02 The Employer will grant leave with pay for three (3) employees for the purpose of attending contract negotiations on behalf of the Union for the duration of such negotiations.

Preparatory Contract Negotiations Meetings

- 13.03 The Employer will grant leave with pay to three (3) employees to attend one (1) day for a preparatory contract negotiations meeting.
- 13.04 Upon two (2) weeks advance notice in writing, the Employer shall grant leave without pay to two (2) employees with respect to:
- (a) conventions, conferences, and executive council meetings of the Nunavut Employees Union, the Public Service Alliance of Canada, the Northern Territories Federation of Labour and the Canadian Labour Congress;
 - (b) union training.

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

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

Time-off for Representatives

- 13.05 (a) 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.

- (b) The Representative shall make every reasonable effort to report back to his supervisor before resuming his normal duties.
- 13.06 When operational requirements permit, and upon reasonable notice, the Employer will grant leave without pay for one (1) employee:
- (a) to participate as a delegate to constitutional conferences or other similar forums mandated by Federal or Territorial legislation; and
 - (b) to present briefs to commissions, boards and hearings that are mandated by Territorial legislation or the Federal Government.

Leave for the N.E.U. President, 1st and 2nd Vice President and Regional Vice President

- 13.07 An employee elected as a full-time paid officer of the executive of the Union, the Alliance or the Northern Territories Federation of Labour shall, upon application, be granted leave of absence without pay for the term of office. During the leave of absence such employees shall maintain all benefits accumulated prior to commencement of the leave but shall not accumulate any additional benefits during the leave, unless the parties agree otherwise.
- 13.08 Such employees shall advise the Employer as soon as possible when an extension of their leave of absence is applicable due to re-election.
- 13.09 Upon termination of their leave of absence such employees shall be offered, at a minimum, the position they held with the Employer at the commencement of their leave. When such employees wish to invoke this clause they shall provide the Employer with three month notice of their intent to do so.
- 13.10 Notwithstanding Article 13.09, the Employer may make an offer of employment to such employees to a position inside the Bargaining Unit should they bid on a competition and be the successful candidate.
- 13.11 Such employees will retain their seniority, but shall not accrue further seniority during their leave of absence.
- 13.12 Upon reasonable notification and subject to operational requirements, the Employer shall grant leave without pay to a Union Representative seconded for a minimum period of one week to serve as President of the Union on a temporary basis.

Article 14
Check Off

- 14.01 The Employer shall, as a condition of employment, deduct membership fees from the pay of all employees in the Bargaining Unit, which will be deducted from each paycheque to the extent that earnings are available.
- 14.02 The Alliance shall inform the Employer in writing of the authorized deduction to be checked off for each employee within the Bargaining Unit.

- 14.03 For the purpose of applying Article 14.01, deductions from pay for each employee will occur on a biweekly basis.
- 14.04 No employee organization, other than Alliance, shall be permitted to have membership fees deducted by the Employer from the pay of the employees in the Bargaining Unit.
- 14.05 The amounts deducted in accordance with Article 14.01 shall be remitted to the Comptroller of the Alliance, 233 Gilmour Street, Ottawa, Ontario, K2P 0P1, by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on his behalf.
- 14.06 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 the Employer.
- 14.07 The Employer agrees to identify annually on each employee's T4 slip the total amount of membership fees deducted for the applicable taxation year.

Article 15 **Information**

- 15.01 (a) 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 employment status of all employees in the Bargaining Unit.
- (b) The Employer shall indicate which employees have been recruited or transferred and those employees who have been struck off strength during the period reported.
- (c) The Employer shall provide separate listings for employees who are normally scheduled to work full-time (including term, casual and/or seasonal employees) and for employees who are normally scheduled to work less than full-time, that is fewer than the regular hours per day or days per week.
- (d) The Employer agrees to provide the Nunavut Employees Union with a copy of the list of the dues remittance on a monthly basis. The list shall be annotated to indicate why no dues are being deducted.
- 15.02 The Employer shall provide each employee, and each newly hired employee, with a copy of this Agreement.

Interpreting During Negotiations

- 15.03 Effective October 1, 2009, where the services of an interpreter is required during negotiations, the Employer shall arrange and pay the full costs of a third-party independent interpreter for bargaining sessions between the parties. The Employer will invoice the Alliance for one-half of the interpreting costs.

Translation of the Agreement

- 15.04 The Employer shall arrange for the translation of this Agreement into Inuktitut by a third-party independent translator within three (3) months of the signing of this Agreement. The Employer and the Alliance shall share equally the full costs of such translation.

Article 16

Provision of Bulletin Board Space and Other Facilities

- 16.01 The Employer shall provide bulletin board space in each location clearly identified for exclusive Union use.
- 16.02 The Employer shall make available to the Union specific locations on the premises for the placement of bulk quantities of literature of the Union.
- 16.03 Upon reasonable notice and when the space is available the Employer shall make available to the Union and the members of the Bargaining Unit a suitable meeting room for the local to be used from time to time for the conducting of business relating to the Bargaining Unit.
- 16.04 The Employer will deliver any mail originating from the Union addressed to members in accordance with the Employer's normal internal mail distribution system.

Union Orientation

- 16.05 The Employer shall allow new employees to meet with the Representative of the Union for thirty (30) minutes without loss of pay for the purpose of union orientation. The Representative of the Union, if an employee, shall be granted leave with pay.

Article 17

Designated Paid Holidays

- 17.01 The following days are designated paid holidays for employees covered by this Agreement:
- (a) New Year's Day;
 - (b) Good Friday;
 - (c) Easter Monday;
 - (d) Hamlet Day, when proclaimed by the Mayor of the Hamlet of Gjoa Haven;
 - (e) Victoria Day;
 - (f) July 9, in recognition of Nunavut Day;
 - (g) Canada Day;

- (h) The first Monday in August;
- (i) Labour Day;
- (j) Thanksgiving Day;
- (k) Remembrance Day;
- (l) Christmas Day; and
- (m) Boxing Day.

17.02 Article 17.01 does not apply to an employee who is absent without pay on either the working day immediately preceding or the working day following the Designated Paid Holiday.

Holiday Falling on a Day of Rest

17.03 When a day designated as a holiday under Article 17.01 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.

17.04 When a day designated as a holiday for an employee is moved to another day under the provisions of Article 17.03:

- (a) work performed by an employee on the day from which the 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 holiday was moved, shall be considered as work performed on a holiday.

17.05 When the Employer 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 holiday, double time for all hours worked.

17.06 Where a day that is a designated holiday for an employee falls within a period of leave with pay, the holiday shall not count as a day of leave.

17.07 At the request of the employee, and where the operational requirements of the Employer permit, an employee shall not be required to work both Christmas Day and New Year's Day.

17.08 A designated paid holiday may be moved to a mutually agreeable date, agreed by the Joint Union Management Committee.

17.09 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 18

Leave - General

- 18.01 When an employee is in receipt of an allowance and is granted leave with pay, he is entitled during his period of leave to receive the allowance.
- 18.02 When the employment of an employee who has been granted more vacation, sick leave or special leave with pay than he has earned is terminated the employee shall be considered to have earned that amount of leave with pay granted to him provided that:
- (a) an employee's employment is terminated by his death;
 - (b) an employee's employment is terminated by lay-off instituted at any time after he has completed three (3) or more years of continuous employment.
- 18.03 During the month of April in each year the Employer shall inform each employee in the Bargaining Unit in writing of the balance of his special, sick, and vacation leave credits as of the 31st day of March.
- 18.04 When the Employer rejects an employee's application for leave the reasons for the rejection shall be provided to the employee in writing forthwith.
- 18.05 An employee's request for any leave will be responded to by the Employer within a reasonable period of time.

Article 19

Vacation Leave

Accumulation of Vacation Leave

- 19.01 (a) 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:
- (i) one and one-quarter ($1\frac{1}{4}$) days each month (15 working days per year) until the month in which the anniversary of the second (2nd) year of continuous service is completed;
 - (ii) one and two-thirds ($1\frac{2}{3}$) days each month (20 working days per year) commencing in the month after completion of two (2) years of continuous service and ending in the month that thirteen (13) years of continuous service is completed;
 - (iii) two and one-twelfth ($2\frac{1}{12}$) days each month (25 working days per year) commencing in the month after completion of thirteen (13) years of continuous service and ending in the month that twenty (20) years of continuous service is completed;

- (iv) two and one-half (2½) days each month (30 working days per year) commencing in the month after completion of twenty (20) years of continuous employment.
- (b) (i) The accumulated service for part-time employees shall be counted for the improved vacation leave entitlements in paragraphs (ii), (iii), and (iv) of section (a) of this Article.
- (ii) Part-time employees shall be paid six (6), eight (8), ten (10) or twelve (12) percent of their total earnings in the fiscal year in accordance with their accumulated service in lieu of vacation leave to which they would otherwise be entitled.

Granting of Vacation Leave

- 19.02 (a) The Employer shall grant vacation leave at times convenient to both the Employer and the employee.
- (b) An employee shall continue to receive settlement allowance while on vacation leave.
- (c) The Employer shall make every reasonable effort to reply to the request for vacation leave submitted by the employee within five (5) days after the request has been received in writing. Where the Employer has proposed to deny the vacation leave requested by the employee, the Employer shall provide the employee with the reasons, in writing, for such denial of vacation leave.
- (d) Where an employee has insufficient credits to permit the granting of vacation leave within the meaning of this Article, leave up to a maximum of five (5) days may be granted to the employee once per fiscal year, at the discretion of the Employer, and subject to the deduction of such leave from any vacation leave credits subsequently earned. Employees shall not be able to liquidate vacation leave or vacation travel assistance during their first six (6) months of employment.
- (e) Due to emergency operational requirements, the Employer may alter an employee's vacation period after it has been approved, provided that:
- (i) Employer has reimbursed the employee for loss of non-refundable vacation deposits; and,
 - (ii) the employee's spouse is able to alter her vacation period to coincide with that of the employee's.

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

- (a) is granted special leave with pay, when there is a death in his immediate family as defined in Article 20; or
- (b) is granted special leave with pay because of illness in the immediate family as defined in Article 20; or

(c) is granted sick leave on production of a medical certificate;

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

Carry-Over Provisions

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

Leave When Employment Terminates

19.05 Where an employee dies or otherwise terminates his employment:

(a) 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, or

(b) the Employer shall grant the employee any vacation leave earned but not used by him before the employment is terminated by lay-off if the employee so requests.

19.06 An employee whose employment is terminated by reason of a declaration that he abandoned his position is entitled to receive the payment referred to in Article 19.05, within two (2) years of such abandonment. The onus is on the employee to advise the Employer of his address.

Vacation Travel Assistance

19.07 Each employee shall be entitled to one (1) Vacation Travel Assistance each year in the amount of Three Thousand Five Hundred Dollars (\$3,500.00).

19.08 Each employee after six (6) years of continuous employment shall be entitled to a second Vacation Travel Assistance each year consisting of Six Hundred Dollars (\$600.00) each for the employee and the spouse and One Hundred Dollars (\$100.00) for each dependent child.

19.09 An employee will be required to use at least two (2) days of vacation leave, special leave or lieu time for each Vacation Travel Assistance he/she receives.

19.10 If an employee resigns or is terminated prior to September 30 and has received vacation travel assistance during that fiscal year, he shall be required to repay the vacation travel assistance on a prorated basis.

Travel Time

19.11 Every employee who is proceeding on vacation leave and is requesting vacation travel assistance shall be granted, once in each fiscal year, in addition to his vacation leave, subject to Article 19.12 travel time with pay for the time required for the return journey between Gjoa Haven and his destination, including land travel. His travel leave shall be one (1) day each way.

19.12 An employee's travel time entitlement will be granted within the established limit when at least an equal number of days annual leave are liquidated in conjunction with an application for travel time. In cases where a designated paid holiday falls within the period of annual leave, it shall be considered as a day of liquidated leave for determining the entitlement of travel time.

Bonus Days

19.13 An employee shall receive one (1) winter bonus day for every five (5) consecutive non-overlapping days of annual leave which he liquidates between November 1st and March 31st of any fiscal year up to a limit of three (3) winter bonus days in any one (1) fiscal year. Winter bonus days must be liquidated immediately following the annual leave days during which they were earned and cannot be carried over into the next fiscal year.

Article 20 **Special Leave**

20.01 An employee shall earn special leave credits up to a maximum of twenty-five (25) days at the following rates:

- (a) one-half day for each calendar month in which he received pay for at least ten (10) days, or
- (b) one-quarter day for each calendar month in which he received pay for less than ten (10) days.

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

20.02 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, father-in-law, mother-in-law, and any relative permanently residing in the employee's household or with whom the employee permanently resides.

- (a) The Senior Administrative Officer shall grant special leave earned with pay for a period of up to five (5) consecutive working days:
 - (i) when there is a death in the employee's immediate family;
 - (ii) when the employee is to be married;
 - (iii) 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;
 - (iv) where a member of the immediate family residing outside the employee's community of residence becomes seriously ill;
 - (v) in the event of the death of the employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law;

- (vi) where an employee is acting as a medical escort for or where a member of the immediate family is seriously ill and hospitalized. Notwithstanding Article 20.02, the definition of immediate family for this clause will be limited to the employee's husband, wife, common law spouse, child, mother and father.
- (b) The Senior Administrative Officer may grant an employee special leave with pay for a period of up to five (5) consecutive working days:
 - (i) where special circumstances not directly attributable to the employee prevent his reporting to duty, including but not limited to:
 - 1) serious household or domestic emergencies;
 - 2) severe or adverse weather conditions, if the employee makes every reasonable effort to report for duty. This clause includes those employees caught out on the land;
 - 3) serious community emergencies, where the employee is required to render assistance;
 - (ii) in circumstances which are of general value to the Employer, such as where the employee:
 - 1) takes an examination which will improve his position or qualifications in the Employer;
 - 2) participates in search and rescue (SAR), Canadian Rangers, Canadian Forces, or civil defence activities;
 - 3) requires a medical examination for enlistment in the Canadian Forces or in connection with a veteran's treatment program.

20.03 Special leave in excess of five (5) consecutive working days for the purposes enumerated in Article 20.02 may be granted by the Senior Administrative Officer.

20.04 An employee shall be granted special leave with pay up to a maximum of one (1) working day on the occasion of the birth of his child. An employee shall be granted special leave with pay up to a maximum of one (1) working day on the occasion of the adoption of a child. This leave may be divided into two parts and taken on separate days. Under special circumstances the Employer may extend this period to a maximum of three (3) working days.

Discretionary Leave

20.05 All permanent employees shall be entitled to take two (2) days of special leave in each fiscal year at his discretion. One day written notice must be given to the Employer.

20.06 An employee may be granted up to a maximum of five (5) days special leave with pay each fiscal year to serve as a member of community councils, public boards and committees, or to actively participate, including compete, referee or coach, in international, national or territorial sporting events such as the Arctic Winter Games.

Quarantine

20.07 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.

Hunting, Fishing and Harvesting

20.08 Subject to operational requirements, the Senior Administrative Officer may grant special leave with pay to an employee for a period of up to three (3) consecutive days once per fiscal year to meet traditional hunting, fishing and harvesting pursuits in extraordinary circumstances such as the unusual presence of migratory animals.

Casual Leave

20.09 Employees may be granted casual leave with pay to a maximum of two (2) hours for the following purposes:

Medical, Dental and Legal Appointments

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

Other Casual Leave

(ii) The Senior Administrative Officer may grant an employee casual leave for other purposes of a special or unusual nature or to attend the funeral of a co-worker.

(b) Upon presentation of appropriate documentation employees may be granted casual leave with pay to a maximum of one-half (1/2) day per occurrence where the employee's physician requires him to attend regular or recurring medical treatments and checkups.

Such other casual leave shall not be unreasonably denied.

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

Article 21

Sick Leave

- 21.01 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.
- 21.02 Subject to the remainder of this Article, all absences on account of illness or injury on a normal working day shall be charged against an employee's accumulated sick leave credits except:
- (a) When the period of absence is two-hours or less there shall be no charge;
 - (b) When the period of absence is more than two hours but less than six hours, one half (½) day shall be charged;
 - (c) When the period of absence is six (6) hours or more, one (1) full day shall be charged.
- 21.03 Unless otherwise informed by the Employer an employee must sign a statement describing the nature of his illness or injury and stating that because of this illness or injury he was unable to perform his duties:
- (a) if the period of leave requested does not exceed three (3) working days; and,
 - (b) if in the current fiscal year, the employee has not been granted sick leave on more than nine (9) occasions wholly on the basis of statements signed by him.
- 21.04 An employee is required to produce a certificate from a qualified medical practitioner, certifying that such employee is unable to carry out his duties due to illness:
- (a) for sick leave in excess of three (3) working days;
 - (b) for any additional sick leave in a fiscal year when in the same fiscal year the employee has been granted sick leave on nine (9) occasions wholly on the basis of the statements signed by him. The Employer agrees to give an employee advance notification that a medical certificate will be needed.
- 21.05 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 10 days and shall retain any unused sick leave existing at the time of lay-off or commencement of leave without pay.
- 21.06 In circumstances where sick leave would be authorized but the employee has insufficient or no sick leave credits, at the discretion of the Employer, he shall be granted sick leave in advance to a maximum of five (5) days once per fiscal year which shall be charged against future credits as earned. If the employee dies before authorized unearned sick leave has been liquidated, no recovery shall be made from the employee's estate.

- 21.07 When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for a concurrent period, there shall be no charge against his sick leave credits for the period of concurrency.

Transportation to a Medical Centre Travel Time

- 21.08 Every employee who is proceeding to a medical centre shall be granted leave of absence with pay which is not to be charged against his sick leave credits for the lesser of three (3) days or the actual time taken to travel from his post to a medical centre and return.

Sick Leave Bonus

- 21.09 If an employee has not used any sick leave in a fiscal year, two (2) sick leave credits shall be converted to two (2) annual leave credits.

Article 22
Compassionate Care Leave

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

- 22.02 For the purposes of this Article, the definition of family member means the employee's:

- (a) spouse, including common-law spouse;
- (b) child or a child of the employee's spouse;
- (c) parent or spouse of the parent; and
- (d) any other person in accordance with the *Employment Insurance Act*.

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

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

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

Request for Leave

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

Benefits during Leave

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

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

22.08 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.

22.09 In the event of any dispute between the provisions of this Article and the Nunavut *Labour Standards Act*, the provisions of the *Labour Standards Act* shall prevail.

Article 23 **Other Types of Leave**

Court Leave with Pay

23.01 The Employer shall grant leave with pay to an employee for the period of time required:

- (a) to serve on a jury and the jury selection process;
- (b) to answer a subpoena or summons to attend as a witness in any proceeding authorized by law to compel the attendance of witnesses,

provided the employee remits or assigns to the Employer any remuneration received by him/her as a result of serving on a jury, in the jury selection or as a witness, other than remuneration received as an allowance or reimbursement for expenses incurred in such duty.

Injury on Duty Leave

23.02 An employee shall be granted injury-on-duty leave with pay to a maximum of either special leave credits or sick 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 because of:

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

if the employee agrees to pay the Employer any amount received by him from the Workers' Safety and Compensation Commission for loss of wages in settlement of any claim he may have in respect of such injury, sickness or exposure.

- (b) 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 his sick leave credits. If the injury is not compensable, there shall be no return of sick leave credits used by the employee. If the injury is compensable, the Employer shall credit the employee with the sick leave credits used.

The time off taken by the employee shall be charged at the employee's option to either his special or sick leave credits but not both, at the appropriate rate.

- (c) 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, i.e., 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.

Pregnancy and Parental Leave

- 23.03 An employee shall be granted Pregnancy Leave without pay for a period not exceeding thirty-seven (37) weeks. Pregnancy Leave may begin before, on or after the expected date of termination of pregnancy ending no later than thirty-seven (37) weeks after the date of the termination of pregnancy. If the natural mother is also taking Parental Leave without pay, in addition to Pregnancy Leave, the combined leave shall not exceed fifty-two (52) weeks.
- 23.04 The employee shall notify the Employer in writing at least four (4) weeks prior to the date of termination of pregnancy that she wishes to take leave, except in extenuating circumstances such as pregnancy complications or premature birth and shall provide to the Employer a medical certificate certifying pregnancy.

Maternity-related Reassignment or Leave

- 23.05 Where a pregnant or nursing employee produces a statement from her physician that her working conditions may be detrimental to her health, that of her foetus or her nursing child, the Employer shall either change such working conditions or temporarily transfer the employee to another position with equal pay or allow the employee to take leave without pay for the duration of her pregnancy or period of breastfeeding, as the case may be.
- 23.06 An employee is entitled to Parental Leave without pay to a maximum of thirty-seven (37) weeks, if the employee:
 - (a) has been employed by the Employer for six (6) continuous months;
 - (b) will remain at home to care for a newborn or newly adopted child; and

(c) makes a Statutory Declaration that the child is a bona fide dependant of the employee and resides with the employee.

23.07 The employee shall notify the Employer, in writing, at least four (4) weeks prior to the commencement of the Parental Leave, except in extenuating circumstances such as the sudden coming into care of an adopted child. The employee shall also provide to the Employer a copy of the birth certificate, adoption certificate or custody papers.

23.08 Leave granted under this Article shall be counted for the calculation of continuous employment for the purpose of calculating severance pay.

23.09 Where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance benefits she shall receive sixty-six (66) percent of her weekly rate of pay for each week of the two (2) week waiting period. An employee may be asked to provide proof that she has applied for and is entitled to receive Employment Insurance benefits. The provisions of this clause apply to Pregnancy and Parental Leaves.

Leave for Other Reasons

23.10 Notwithstanding any provisions for leave in this Agreement, the Employer may grant leave of absence with or without pay to an employee for any other purpose.

Leave Without Pay for Care and Nurturing of Preschool Children

23.11 Subject to operational requirements, leave without pay in one or more periods to a total maximum of one (1) year during an employee's total period of employment may be provided for the care and nurturing of preschool children.

Spousal Relocation Leave

23.12 An employee shall be granted one (1) year leave without pay if his/her spouse is relocated.

Sabbatical Leave

23.13 (a) The Employer shall grant leave of absence without pay for a period of up to one (1) year but no less than six (6) months to each employee who has completed six (6) years of continuous employment within the Bargaining Unit. Furthermore the Employer shall grant further periods of leave without pay of up one (1) year but not less than six (6) months after an employee has completed each additional five (5) years of continuous employment within the Bargaining Unit. It is recognised that the primary intent of this sabbatical leave provision is to provide personnel with needed leaves of absence without pay at no increased cost to the Employer.

(b) The terms and conditions governing this leave shall be:

(i) The Employer shall not be required to grant such leave during the same period of time to more than one (1) employee. If more than one (1) employee submits a request for such leave which covers all or part of the same period of time seniority shall be the determining factor in the granting of such leave.

- (ii) Request for such leave shall be submitted in writing no later than six (6) months prior to the date of commencement of such leave. Such requests shall include the date of commencement and the date of termination of such leave.
- (iii) Leave granted under this Article shall be deducted from the calculation of continuous employment for the purpose of calculating severance pay, ultimate removal and vacation pay or leave for the employee involved. Time spent on such leave shall not be counted for pay increment purposes.
- (iv) During any period of leave granted under this Article, the employee shall pay the full premium (100%) for the benefit plans specified in this Agreement.
- (v) An employee granted leave under this Article shall have the right to return to a position in the Bargaining Unit for which the Employer considers him suited at the greater of his former pay level and step in a new classification which represents the pay level he would have received if he had been promoted to that position.
- (vi) Sabbatical leave may be taken in conjunction with earned annual leave and corresponding vacation travel entitlements will apply. When vacation travel assistance is taken in conjunction with this leave and ultimate removal is claimed during the leave of absence or within six (6) months of its termination the amount of such travel assistance will be deducted from the ultimate removal entitlement.
- (vii) An employee who fails to return from this leave on the date specified without the written authorization of the Employer shall be deemed to have abandoned his position.
- (viii) Employees on sabbatical leave are not entitled to receive any benefits or allowances to which they would be entitled under the Agreement unless otherwise specified in this Article.
- (ix) An employee granted leave under this Article shall only return to their position prior to termination of their sabbatical leave with the approval of the Employer.

(c) Deferred Payment Plan

Purpose

- (i) 1) Subject to 23.13(a) and 23.13(b), an employee may in conjunction with the sabbatical leave provisions utilize the following provisions of this Article for the purpose of ensuring income during the sabbatical leave. The Deferred Payment Plan will afford the opportunity of taking one (1) year leave of absence, and through deferral of salary, to finance the leave.

Application

- 2) An employee must make written application to the Employer thirty (30) days prior to the first day of the month deferment is to commence, to participate in the plan.

Payment Formula and Leave of Absence

- (ii) 1) In each year of the plan preceding the year of leave, an employee will be paid a reduced percentage of applicable annual salary.
- 2) The remaining percentage of gross salary will be deducted in biweekly instalments commencing with the first paycheck of the month in which deferment commences.
- 3) All deferred salary shall, where possible, be forwarded to the financial institution and savings plan of the employee's choice. The Employer assumes no liability for these funds once they are forwarded.
- 4) Unless otherwise required by Canada Customs & Revenue Agency, employee contributions for Canada Pension Plan, Employment Insurance and Income Tax, are to be deducted from the portion of salary remaining after the approved deferment percentage. Employee Pension Plan deductions during each year of the plan, including the year of leave, shall be made on the basis of the portion of salary remaining after the approved deferment percentage. In the year of leave, Income Tax, Canada Pension Plan and Employment Insurance contributions are to be made from the deferred salary plus accumulated interest.
- 5) In the year of the leave, the amount accumulated in the previous years will be paid out in equal biweekly instalments. The residual will continue to earn interest at the prevailing rate outlined in 3) above and any adjustment of accumulations will be paid on the final instalment.

Benefits

- (iii) 1) Benefits tied to the salary structure shall be structured to the actual amount paid before deferment.
- 2) An employee's benefits will not be maintained during his leave, however the Employer agrees to maintaining benefits if the employee pays one hundred (100) percent of the premium costs.
- 3) The period of leave shall count for the purpose of determining continuous service.

Withdrawal from the Plan

- (iv) 1) An employee may withdraw from the plan at any time.
- 2) An employee who withdraws from the plan shall be paid a lump sum adjustment equal to any monies deferred plus interest accrued from the plan with no liability assumed by the Employer. Repayment shall be made as soon as possible.
- 3) Should an employee die while participating in the plan, any monies accumulated, plus interest accrued at the time of death, shall be paid to the employee's estate.
- 4) Any repayment shall be subject to income tax laws respecting lump sum payments.

Article 24 **Hours of Work**

- 24.01 Except as otherwise provided herein, the work week shall be Monday to Friday inclusive with a scheduled work day of seven (7) consecutive hours exclusive of a lunch period. The hours of work shall be between the hours of 9:00 a.m. and 5:00 p.m. Employees employed in the classifications of Observer/Communicator, Airport Maintainer, Community Constable and Janitor, as well as 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 eight (8) hours per day or forty (40) hours per week.
- 24.02 The hours of work for the Recreation Department will be mutually agreed by the Recreation Coordinator and the Senior Administrative Officer on the basis of 70 hours per pay period, seven (7) consecutive hours per day exclusive of a one (1) hour meal period, and two (2) days of rest per week.
- 24.03 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. An employee may absent himself from his place of work during such rest periods, but for each such rest period shall not be absent with pay from his place of work for more than fifteen (15) minutes.
- 24.04 A specified meal period of one hour's duration shall be scheduled as close to the mid-point of the work day as possible. The Employer will make every effort to arrange meal periods at times convenient to the employees.

Wash-Up Time

- 24.05 Labour and Trades employees, Equipment Operations employees, and Equipment Maintenance employees shall be permitted paid wash-up time to a maximum of ten (10) minutes at the conclusion of each work day. In unusual circumstances this period may be extended by the employee's supervisor to a maximum of fifteen (15) minutes.

Article 25 **Overtime**

25.01 In this Article:

- (a) "Overtime" means work performed by an employee in excess of his regularly scheduled hours of work;
- (b) "Straight time rate" means the hourly rate of remuneration;
- (c) "Time and one-half" means one and one-half (1½) times the straight time rate;
- (d) "Double time" means two (2) times the straight time rate.

25.02 An employee who is required to work overtime shall be compensated for each completed fifteen (15) minutes of overtime worked by him subject to a minimum payment of one (1) hour at the overtime rate when the overtime work is authorized in advance by the Employer.

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

- 25.04 (a) Subject to operational requirements the Employer shall make every reasonable effort:
- (i) to allocate overtime work on an equitable basis among readily available qualified employees who are normally required in their regular duties to perform that work;
 - (ii) to give employees who are required to work overtime reasonable advance notice of this requirement.
- (b) Except in the case of an emergency an employee may for cause refuse to work overtime, providing he places his refusal in writing.

25.05 (a) An employee who is requested to work overtime shall be entitled to a minimum of one hour's pay at the appropriate rate described below in (b).

- (b) Overtime work shall be compensated at time and one-half (1½) an employee's regular rate of pay except that;
- (i) overtime worked in excess of four (4) consecutive hours either preceding or following an employees regular shift; and,

- (ii) overtime worked in excess of eight(8) consecutive hours on an employee's first day of rest; and,
 - (iii) overtime worked on an employee's second day of rest shall be compensated at double time.
- (c) An employee shall be granted, upon request, time off in lieu of cash compensation for overtime worked. Lieu time off shall be taken at a time which is mutually agreed by the employee and the Employer. Lieu time should be used in the fiscal year in which it is earned. An Employee shall be permitted to carry over thirty-five (35) hours of lieu time to the following fiscal year. Lieu time in excess of thirty-five (35) hours accumulated and remaining unused at the end of each fiscal year will be liquidated in cash in the month of March.
- 25.06 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 Employer will either provide the employee with a meal or meal allowance of \$20.00.

Article 26

Pay

- 26.01 Employees are entitled to be paid for services rendered for the classification and position to which they are appointed at the pay rates specified in Schedule A – Hourly Rates of Pay.
- 26.02 Subject to satisfactory performance, 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.
- 26.03 Pay periods shall commence at 12.01 a.m. on Monday and terminate at midnight on the second following Sunday. Employees shall be paid on a biweekly basis with pay days being every second Friday, subject to a four (4) day holdback. For employees not utilizing direct deposit, pay cheques will be distributed to and/or available for pickup by employees by 10 a.m. on each pay day.
- 26.04 Where paycheques, pay stubs, T4 information slips, and any other employee-specific pay and benefit items are distributed to employees at their place of work, they shall first have been placed in sealed envelopes. Pay stubs shall show the employee's name, the pay period being paid, the particulars of wages, allowances and benefits paid, the deductions taken from the pay, and the employee's net pay.
- 26.05 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.

Acting Pay

- 26.06 When an employee is required by the Employer in writing to perform the duties of a higher classification level on an acting basis, for at least one day, 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.

Salary Increases

- 26.07 (a) The Employer agrees to pay the negotiated salary increases to every employee not later than thirty (30) calendar days following the date that this Agreement is signed and on the first pay day after any subsequent salary increases become effective.
- (b) The Employer agrees to pay all retroactive remuneration for salary increases, overtime, acting pay and allowances not later than the month following the month in which the Agreement is signed.

Pay Recovery

- 26.08 Where an employee, through no fault of his own has been overpaid, the Employer will, before recovery action is implemented, advise the employee in writing of the amount overpaid and the intention to recover the overpayment. Prior to the recovery the Employer shall discuss and seek the employee's input for a recovery schedule.
- (a) If more than one year has passed since the undetected overpayment was made, the Employer shall be limited to recovering fifty (50) percent of the overpayment.
- (b) If more than two (2) years have passed since the overpayment, there shall be no recovery of the overpayment.

Article 27 **Technological Change**

- 27.01 Both parties recognize the overall advantages of technological change. Therefore, both parties will encourage and promote technological change and improvements.
- 27.02 With this view, and recognizing the extensive lead time required for the selection, provision and installation of new equipment, software or materials, the Employer agrees to provide at least four (4) months notice to the Union of any major technological change which would result in changes in the employment status or in this Agreement.
- 27.03 Where the Employer has notified the Union that it intends to introduce technological change, the parties undertake to discuss solutions and administrative procedures to deal with problems arising from the intended technological change.
- 27.04 The Employer shall make every reasonable effort to continue to employ employees who would otherwise become redundant because of technological change.

27.05 In cases where employees may require retraining the Employer will make every reasonable effort to offer suitable training courses.

Article 28

Pay for Travel on Behalf of Employer

- 28.01 Where an employee is required to travel on behalf of the Employer, he shall be paid:
- (a) when the travel occurs on a regular workday, as though he were at work for all hours travelled;
 - (b) when the travel occurs on a day of rest or 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.
- 28.02 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 buses, but is exclusive of overnight stopovers.
- 28.03 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.
- 28.04 Where an employee is absent from home on a designated paid holiday or day of rest and does not work, he shall receive cash payment at time and one-half (1½) his rate of pay or be granted the equivalent leave with pay.
- 28.05 The above entitlements shall not 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.
- 28.06 Notwithstanding the above, employees travelling for the purposes of training will not be eligible for pay outside their regular hours during travel to and from training sessions or courses.

Article 29

Job Descriptions

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

Article 30
Employee Performance Review and Employee Files

Employee Performance Review

- 30.01 When a formal review of an employee's performance is made, the employee concerned shall be given the opportunity to discuss then sign the review form in question to indicate that its contents have been read and understood. The employee shall also be given the opportunity to provide written comments to be attached to his performance appraisal and may use the grievance procedure in Article 32 to correct any inaccuracies in his performance appraisal.
- 30.02 The formal review of an employee's performance shall incorporate an opportunity for the employee to state his career development goals in relation to his employment. Employees shall have the opportunity to participate in in-service training, retraining or other training which may be made available by the Employer.
- 30.03 Only one file per employee for the purposes of performance evaluation and discipline shall exist.

Employee Files

- 30.04 The Employer agrees not to introduce as evidence in the case of promotional opportunities or disciplinary action any document from the file of an employee, the existence of which the employee was not made aware of, by the provision of a copy thereof at the time of filing or within reasonable time thereafter.
- 30.05 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.
- 30.06 Upon written request of an employee, the personnel file of that employee shall be made available for his examination at reasonable times in the presence of an authorized representative of the Employer. The employee shall be permitted to make copies of any documentation on his file.

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 sixty (60) days from the date on which the Employer submits the new or revised classification to the Union, the Employer may apply the new rates of pay and the Union may refer the matter to arbitration. The arbitrator's decision will be retroactive to the date of application of the new rates.

Article 32

Grievance Procedure and Arbitration

- 32.01 "Grievance" means a difference which arises between the Union and the Employer and/or between an employee(s) and the Employer relating to:
- (a) the interpretation, application, administration or alleged violation of this Agreement (including any question as to whether a matter is arbitrable) or an arbitral award;
 - (b) the interpretation, application, administration or alleged violation of a provision of an Act or Regulation, or a direction or other instrument made or issued by the Employer dealing with the terms or conditions of employment;
 - (c) disciplinary action resulting in demotion, suspension, or a financial penalty (including the withholding of an increment);
 - (d) dismissal; or
 - (e) letters or notations of discipline placed on an employee's personnel file.
- 32.02 The procedures for final settlement of all grievances shall be through the grievance and arbitration procedures contained in this Article.

Representation

- 32.03 If he so desires, an employee may be assisted and represented by the Union when presenting a grievance at any level.
- 32.04 Where an employee has been represented by the Union in the presentation of his grievance, the Employer will provide the appropriate Representative of the Union with a copy of the Employer's decision at each level of the grievance procedure at the same time that the Employer's decision is conveyed to the employee.
- 32.05 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 a grievance.
- 32.06 The Union shall have the right to initiate and present a grievance to any level of management specified in the grievance procedure related to the application or interpretation of this Agreement on behalf of one or more members of the Union.
- 32.07 An employee may, by written notice to the Employer, withdraw a grievance provided that, where the grievance is one arising out of the application or interpretation of this Agreement his withdrawal has the endorsement, in writing, of the Union.

Procedures

- 32.08 An employee or the Union who wishes to present a grievance at any prescribed level in the grievance procedure shall transmit this grievance in writing to the Employer who shall forthwith:
- (a) forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate level; and
 - (b) provide the employee and the Union with a receipt stating the date on which the grievance was received by him.
- 32.09 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) Final Level (Arbitration)
- 32.10 The Employer shall designate a representative at each level of the grievance procedure and shall inform all employees of the person so designated.
- 32.11 The Union shall have the right to consult with the Employer with respect to a grievance at each or any level of the grievance procedure.
- 32.12 No proceedings under this Article are invalid by reason of any defect of form or any technical irregularity.

Time Limits

- 32.13 The time limits stipulated in this procedure are mandatory and may be extended only in extenuating circumstances or by mutual agreement between the Employer and the employee, and where appropriate, the Union Representative. Subject to the preceding, failure to present and process a grievance within these time limits shall result in the grievance being deemed to have been abandoned.
- 32.14 A grievance shall be presented at the First Level of the procedure in the manner prescribed in Article 32.08 within thirty (30) calendar days after the date of action or circumstances giving rise to the grievance.
- 32.15 The Employer shall reply in writing to a grievance within twenty-one (21) calendar days at First Level, or within thirty (30) calendar days at Second Level.

- 32.16 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 griever, within twenty-one (21) calendar days after that decision or settlement has been conveyed in writing to him by the Employer; or
 - (b) where the Employer has not conveyed a decision to the griever within the time prescribed in Article 32.15 within twenty-one (21) calendar days after the day the decision was due.

Termination of Employment

- 32.17 No employee shall have his employment terminated without first being given notice in writing together with the reasons thereof. When the Employer terminates the employment of an employee the grievance procedures shall apply except that the grievance may be presented at the Second Level within thirty (30) calendar days after the employee receives his notice of termination.

Arbitration

- 32.18 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 Second Level, of his desire to submit the difference or allegation to arbitration.
- 32.19 (a) The parties agree that arbitration referred to in Article 32.18 shall be by a single arbitrator.
- (b) The parties will attempt to come to an agreement on the selection of an Arbitrator within thirty (30) calendar days of the date on which notification by either party to submit the difference or allegation to arbitration was made, or such further period as may be mutually agreed upon by the parties.
- (c) In the event that the Employer and the Union are unable to agree upon the selection of the Arbitrator, the Minister of Labour of Canada shall be requested to appoint an Arbitrator, and it is agreed that the Arbitrator so appointed shall act as the single Arbitrator.
- 32.20 (a) The Arbitrator has all of the powers granted to arbitrators under the *Canada Labour Code*, Part I in addition to any powers, which are contained in this Agreement.
- (b) The arbitrator shall hear and determine the difference or allegation and shall issue a decision and that decision is final and binding upon the parties and upon any employee affected by it.

- (c) The award of the arbitrator shall be signed by him and copies thereof shall be transmitted to the parties to the dispute.
- 32.21 The Arbitrator shall not have the authority to alter or amend any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or to render any decision contrary to the terms and provisions of this Agreement, or to increase or decrease wages.
- 32.22 The Employer and the Union 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.
- 32.23 Where a party has failed to comply with any of the terms of the decision of the Arbitrator, either party or employee affected by the decision may, after the expiration of fourteen (14) calendar days from the date of the release of the decision or the date provided in the decision for compliance, whichever is later, file in the office of the Clerk of the Federal Court of Canada, a copy of the decision, exclusive of the reason therefore in the prescribed form, whereupon the decision may be entered in the same way as the judgement or an order of that court and may be enforceable as such.
- 32.24 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.

Article 33

Suspension and Discipline

- 33.01 Where an employee is to be disciplined, the Employer shall notify the employee at a meeting. Prior to the meeting, the Employer will notify the employee of his right to have a Representative of the Union in attendance. The reasons for the discipline shall be provided to the employee in sufficient detail that the employee may defend himself against it.
- 33.02 When circumstances are such that the Union Representative was not available or the employee did not request the attendance of a Union Representative, the Employer shall notify the appropriate Union Representative when discipline occurs.
- 33.03 Discipline, including dismissal, shall be subject to just cause.

Article 34

No Contracting Out

- 34.01 There shall be no contracting out of any work by the Employer if it would result in the lay-off or the continuance of a lay-off of a permanent employee. Permanent employee for the purpose of this Article means an employee who has completed his initial probationary period.
- 34.02 In circumstances where it might be advantageous for the Employer to support employees obtaining contracts for work to avoid layoffs, discussion will take place between the Union, employees, and the Employer to ensure as little disruption as possible.

Article 35

Joint Union Management Committee

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

Article 36

Occupational Health and Safety

- 36.01 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.
- 36.02 A copy of the *Safety Act* and Regulations, and any other applicable health and safety legislation and regulations, shall be readily accessible to each employee in the workplace.

Occupational Health & Safety Committee

- 36.03 (a) The Occupational Health & Safety Committee is established in accordance with the provisions for occupational health and safety committees under the *Safety Act* and its pursuant applicable regulations.

- (b) The purpose of this Committee, in addition to the duties set-out in the legislation, is to participate in developing and monitoring the Employer's health and safety program, and to take health and safety into consideration when formulating policies, practices and procedures. The Committee may make recommendations to the Employer on occupational health and safety practices.
- (c) The Committee is a forum where management and employee representatives can meet to exchange information, discuss policies, programs and conditions, and where employee representatives can communicate to the Employer their views on health and safety matters.
- (d) The members of the Occupational Health & Safety Committee together shall be required to attend occupational health and safety courses when available in Gjoa Haven.

Meetings & Quorum

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

Minutes

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

Powers of Committee

- (i) Either party of a Committee may request from the Employer any information that the Committee considers necessary to identify existing or potential hazards with respect to materials, processes, equipment or activities.

Right to Refuse Dangerous Work

- 36.04 An employee shall have the right to refuse to work in dangerous situations.
- (a) An employee may refuse to do any particular act or series of acts at work which he has reasonable grounds to believe are dangerous to his health or safety, or the health or safety of any other person at the place of employment, until sufficient steps have been taken to satisfy him otherwise, or until a safety officer appointed under the *Safety Act* or his designated representative has investigated the matter and advised him otherwise.
 - (b) No loss of wages or discriminatory action shall be taken against any worker by reason of the fact that he exercised the right conferred upon him in Article 36.04(a). No other employee shall be assigned to use or operate any machine, device, material or thing or perform any part of the work which is being investigated pending resolution of the situation.

First Aid

- 36.05 The Employer will offer First Aid and CPR courses to all employees in order to meet the requirements under the *Safety Act* and regulations, including refresher courses required to maintain valid First Aid and CPR certificates at no cost to the employees. Employees shall take First Aid and CPR training during working hours.
- 36.06 The Employer will ensure that First Aid facilities at the worksite will be organized and maintained with such equipment and supplies as prescribed by the *Safety Act* and regulations.

Transportation of Injured Workers

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

Accident and/or Injury Reports

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

Occupational Health Examination

- 36.09 Where the Employer requires an employee to undergo an occupational health examination by a qualified practitioner, agreed to by both the Employer and employee, the examination will be conducted at no expense to the employee. An employee will be granted leave with pay to attend the examination.

Workplace Hazardous Materials Information Systems

- 36.10 The Employer shall identify in writing new or presently used chemicals, substances or equipment present in the workplace including existing or potential hazards, precautions and

antidotes or procedures to be followed following exposure. Workplace shall include work areas on third-party premises.

- 36.11 The Employer will arrange for Workplace Hazardous Material Information Systems (WHMIS) training at the Employer's expense for all employees who are required to hold a valid certificate. The Employer shall provide WHMIS training during working hours.

Protective Clothing and Equipment

- 36.12 The Employer shall ensure that all protective devices, clothing and other equipment necessary to properly protect employees from injury and unhealthy conditions are provided and maintained at no cost to the employee.

Maternity-related Reassignment or Leave

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

Article 37 **Duty Travel**

- 37.01 An employee who is authorized to travel on the Employer's business will be reimbursed for reasonable expenses incurred at the same rate as Government of Nunavut employees. A copy of the appropriate Government of Nunavut Travel Policy will be provided to the employee prior to duty travel.

Procedures

- 37.02 (a) The Employer shall authorize duty travel before the start of a trip.
- (b) When requested by the employee, an advance sufficient to cover reasonable expenses shall be provided to the employee at least three (3) banking days prior to the commencement of a trip.
- (c) Upon completion of a trip the employee shall, within ten (10) working days, submit to the Employer in writing, a list of expenses and attach corresponding receipts (if applicable), along with a personal cheque or money order to cover any amount by which the travel advance exceeded the total of the claim.
- (d) Any amount by which the claim exceeds the advance shall be reimbursed to the employee with (10) working days.

Article 38
Uniform Clothing Issue

- 38.01 The Employer shall reimburse each full-time maintenance and trades employee, including apprentices, municipal worker and lands officer to a maximum of Two Hundred Dollars (\$200.00) once per year for the purchase of certified safety boots. Reimbursement shall be made only upon the presentation of receipts.
- 38.02 The Employer shall provide each full-time maintenance and trades employee, including apprentices, municipal worker and lands officer with a Two Hundred Dollar (\$200.00) payment annually for the purchase of certified safety boots in the form of a reimbursement upon the presentation of receipts.
- 38.03 The Employer shall provide each full-time maintenance and trades employee, including apprentices, and municipal worker with one (1) pair of summer coveralls and one (1) pair of winter coveralls.
- 38.04 The Employer shall provide each maintenance and trades employee, including apprentices, and municipal worker with summer leather or rubber work gloves, and insulated leather or rubber work gloves for cold weather.

Terms and Conditions of Uniform Clothing Issue

- 38.05 The Employer shall replace uniform clothing issue when worn-out and presented for replacement by the employee.
- 38.06 Uniform clothing issues are to be worn only when employees are on duty.
- 38.07 The Employer shall provide a suitable area for employees to store their uniform clothing issues.
- 38.08 Loss or damage through negligence to uniform clothing issue will result in an assessed charge to the employee.

Laundry Service

- 38.09 The Employer shall provide suitable on-site laundry facilities and detergents, at no cost to employees, to enable employees to launder their uniform clothing issue.

Article 39
Trades

Work Clothing And Protective Equipment

- 39.01 Where the following articles are required by the Employer or the Workers' Safety and Compensation Commission, the Employer shall supply employees with the articles of equipment as required:
- (a) Hard hats;

- (b) Aprons;
 - (c) Welding goggles;
 - (d) Dust protection;
 - (e) Eye protection, except prescription lenses;
 - (f) Ear protection.
- 39.02 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, excluding safety prescription glasses;
 - (f) Ear protection.

Adverse Weather Conditions

- 39.03 Except in emergency conditions, the Employer shall not require an employee to work outside under extreme weather conditions. The definition of extreme weather conditions shall be a topic of discussion before the Occupational Health & Safety Committee.

Article 40
Apprentices

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

- (d) Apprenticeship rates will be based on a percentage of the appropriate journeyman rate as follows:

Four Year Training Programs

Year 1	55%
Year 2	65%
Year 3	75%
Year 4	85%

Three Year Training Programs

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

Two Year Training Programs

Year 1	65%
Year 2	80%

One Year Training Programs

Year 1	70%
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- (e) The Employer will advance the following expenses of the apprentice while attending the course.
- (i) eighty (80) percent of current wages.
 - (ii) one hundred (100) percent of benefits.
- (f) The Employer will cover the following expenses.
- (i) a top up to one hundred (100) percent of accommodations, after applying funding available to the Apprentice from all other sources for the purpose of accommodations. Where the Employer contributes to accommodation, they will be entitled to make the necessary arrangements.
 - (ii) telephone calls for the purpose of arranging accommodations beforehand and for calling the Employer's headquarters while on course.
 - (iii) personal phone calls in the amount of one (1) call per week not to exceed fifteen (15) minutes each.
- (g) The Employer will assist the employee applying for Employment Insurance Commission (EI) benefits. Upon receipt of EI wage benefits, the employee will reimburse the Employer in the amount received.
- (h) Apprentices shall be entitled to the benefits and terms and conditions of employment outlined in the current Agreement.

- (i) 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.
- 40.02 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 Employer.

Article 41 **Seniority**

- 41.01 Seniority shall be a prime factor applied in determining preference for promotions, transfers, lay-off and recall.
- 41.02 A newly hired employee shall be on probation for a period defined in Article 2.01(x). During the probation 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 date of commencement of the probationary period. An employee may be rejected on the basis of unsuitability during his probation period.
- 41.03 The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. A copy of the seniority list shall be posted on all bulletin boards and sent to the Union and shall be kept up-to-date by the Employer.
- 41.04 Seniority shall not accumulate during a leave of absence without pay and after six (6) months' lay-off.
- 41.05 An employee shall lose his seniority in the following circumstances:
- (a) if he is discharged for just cause and not reinstated;
 - (b) if he resigns voluntarily;
 - (c) if he abandons his position;
 - (d) if he is on lay-off for more than twelve (12) months;
 - (e) if, following lay-off, he fails to return to work within seven (7) working days of being recalled.

Article 42
Vacancies, Job Postings, Promotions and Transfers

- 42.01 Every vacancy for positions expected to be of more than six (6) months' duration and every newly-created position shall be posted for five (5) full working days on the Union notice board. An employee who wishes to apply for a position so posted shall do so on or before the closing date as advertised on the posting. The applicants' skills 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 reasonably equal in this respect, seniority shall govern.
- 42.02 Where operational requirements permit, in filling job vacancies, including promotions, transfers, and new positions, the job shall be awarded within fifteen (15) working days of posting to the successful applicant.
- 42.03 The Employer may transfer employees from one position to another on a temporary basis. Such temporary transfers shall not exceed thirty (30) calendar days.
- 42.04 New employees shall not be hired when there are permanent employees on lay-off qualified to perform the job.

Article 43
Layoff and Job Security

- 43.01 There shall be no layoff of any employee during the life of this Agreement except for layoff resulting from lack of work or lack of funding.
- 43.02 In the event of layoff, employees shall be laid off in reverse order of their seniority within their job classification.
- 43.03 The Employer shall notify employees who are to be laid off three (3) months 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.
- 43.04 A new employee will not be hired to fill the job of a laid-off employee provided the laid-off employee has not forfeited his seniority.

Recall

- 43.05 The last employee laid off shall be the first recalled provided he is qualified to do the work and has not lost his seniority.

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

Where notice of recall is given personally, the Employer shall deliver in duplicate a letter stating that the employee is recalled and the employee shall acknowledge receipt of notice by signing the duplicate copy of such letter. 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 when the employee receives such letter or not later than three (3) days from the date of mailing.

43.07 The employee shall keep the Employer advised at all times of his current address. The employee shall return to work within seven (7) working days of receipt of notice of recall, unless, on reasonable grounds, he is unable to do so.

Cooling Off Period – Two (2) Working Days

43.08 An employee who wilfully terminates his employment as a result of a misunderstanding or argument shall be allowed to return to work and remain employed if he does so within two (2) working days.

43.09 Should the Employer refuse to allow the employee to return to work, the termination shall be considered as a discharge effective the date that the employee sought to return to work and may be grieved as a discharge.

Article 44
Settlement Allowance

44.01 This allowance is an equalizing subsidy to assist in offsetting the high economic costs of living in Gjoa Haven.

44.02 Settlement Allowance shall be paid to every employee.

44.03 Part-time employees, including casuals, shall be paid Settlement Allowance prorated to an hourly rate, up to the maximum of the normal weekly hours of work for their classification group.

44.04 The Settlement Allowance shall be Nine Thousand One Hundred Dollars (\$9,100.00) per year and shall be paid on an hourly basis.

44.05 Effective October 1, 2009 the Settlement Allowance shall be Nine Thousand Four Hundred and Fifty Dollars (\$9,450) per year and shall be paid on an hourly basis. The Settlement Allowance will increase to:

Effective October 1, 2010 Nine Thousand Eight Hundred Dollars (\$9,800)

Effective October 1, 2011 Ten Thousand One Hundred and Fifty Dollars (\$10,150)

Article 45
Reporting Pay

45.01 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.

Article 46
Call-Back Pay

46.01 When an employee is recalled to a place of work for a specific duty, he shall be paid the greater of:

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

46.02 For the purpose of this Article a call back is the same as a call out.

46.03 Where there is a call-out of an Observer Communicator for a medevac, the Observer Communicator will be paid a minimum call-out fee of One Hundred Forty Dollars (\$140.00) as compensation for each four (4) hour period. All other call-outs will be dealt with as per Articles 46.01(a) and (b).

Article 47
Standby Pay

47.01 When the Employer requires an employee to be available for standby duty during off duty hours, the employee shall be compensated by a standby payment of four (4) hours time-off in lieu at the straight-time time rate for each seven (7) consecutive days of standby.

47.02 A mobile radio telephone system will be made available for those employees on standby duty.

47.03 An employee on standby duty shall report for work as quickly as possible after being called. No standby pay shall be paid if an employee on standby duty does not report for work when called.

47.04 In designating employees for standby duty the Employer will attempt to provide for the equitable distribution of standby duties among readily available, qualified employees who are normally required in their regular duties to perform that work. Except in the case of an emergency, standby duty schedules shall be posted fourteen (14) days in advance of the starting date of the new schedule.

- 47.05 An employee on standby duty who is required to report for work shall be paid, in addition to the standby pay, the appropriate overtime rate for all hours worked, subject to a minimum payment of four (4) hours pay at the straight-time rate each time he reports, except that this minimum shall only apply once during each standby period of eight (8) consecutive hours or portion thereof.
- 47.06 Employees who are on standby and who are required to bring an Employer vehicle home between November 1st and March 31st shall be paid an allowance of \$50.00 per week providing the employee pays the full cost of electricity.

Article 48

Severance Pay

- 48.01 An employee who has one or more year of continuous employment and who is laid-off, is entitled to be paid Severance Pay at the time of lay-off.
- 48.02 In the case of an employee who is laid-off for the first time following the signing of this Agreement, the amount of severance pay shall be two (2) weeks pay for the first completed year of continuous employment, two (2) weeks pay for the second completed year of continuous employment, and one (1) week pay for each succeeding year of continuous employment. The total amount of severance pay under this clause shall not exceed twenty eight (28) weeks pay.
- 48.03 In the case of an employee who is laid-off for a second or subsequent time following the signing of this agreement, the amount of Severance Pay shall be two (2) weeks pay for the first completed year of continuous employment after re-engagement and one (1) weeks pay for each succeeding year of continuous employment less any period of which he was granted Severance Pay by the Employer from the previous lay-off but the total amount of Severance Pay which may be paid under this clause shall not exceed twenty seven (27) weeks pay.
- 48.04 In no case shall a total in excess of twenty eight (28) weeks Severance Pay be paid, regardless of the number of times an employee is laid-off.

Article 49

Tool Allowance

- 49.01 Employees employed as journeymen and apprentices are required to supply their own journeyman tool kit.
- 49.02 When an employee, including an apprentice, presents a worn out or broken tool, which he uses in the regular performance of his work, to the Senior Administrative Officer for verification, the Employer agrees to replace such tool with a tool of similar quality.
- 49.03 Lost tools shall be replaced by the employee except that the Employer shall assist employees in the purchase of such tools by purchasing them in the Employer's name and selling them to the employee at the Employer's cost price.

- 49.04 In situations where highly specialized tools not normally associated with a journeyman's tool kit are required, they will be provided by the Employer, who will retain ownership of them.
- 49.05 The Employer will make a plan available to apprentices, following completion of six (6) months continuous service with satisfactory performance reviews, whereby apprentices may purchase their own tools through payroll deduction.

Article 50

Housing Allowance

- 50.01 Employees residing in their own private housing, or who are the principal lessees of private rental accommodation, or who reside in public housing paying the full economic rent level including utilities, shall receive:
- (a) a Housing Allowance of Five Hundred Dollars (\$500.00) per month;
 - (b) an Utility Allowance of One Hundred and Fifty Dollars (\$150.00) per month providing full utilities are the responsibility the employee.
- 50.02 It is the Employer's intention to only pay housing and utility allowances to an employee when they or their spouse are considered the head of the household.
- 50.03 For greater clarity, only one housing and utility allowance will be paid out per household when more than one immediate family member is working for the Employer and residing in the same household.
- 50.04 All Employees who become eligible for a housing allowance after April 1, 1996 will receive a utility allowance of one hundred and fifty (\$150) dollars per month during the months of October to March.
- 50.05 A prorated reduction in these allowances will be applied for the time an employee is on leave without pay and for part-time employees.
- 50.06 The payment of the Housing and Utility Allowances shall be calculated on an hourly rate.

Article 51

Bilingualism

Inuktitut-English

- 51.01 The Employer shall notify an employee in writing with a copy to the employee's personnel file when his/her position has been designated bilingual.
- 51.02 The Employer agrees that a unilingual employee in a position designated as bilingual retains that position. The employee may, at his option, take language training offered by the Employer to meet the requirements of the bilingual position.

- 51.03 An employee may, at his own option, volunteer to transfer to another position in order to assist in filling a bilingual position with a person who better meets the revised qualifications. Should the Employer agree to such a transfer, that employee shall suffer no reduction in pay even if the position transferred to carries with it a lower pay rate.

Bilingual Bonus

- 51.04 Where an employee is required by the Employer in the day-to-day operations of his position to speak both English and Inuktitut he shall be paid a bilingual bonus of Seven Hundred Dollars (\$700.00) per year.
- 51.05 Bilingual bonus shall be paid to full-time and part-time employees as an hourly allowance, paid on regular hours worked and during periods of annual leave and time-off taken in lieu of pay.

Article 52

Casual Employment

- 52.01 The Employer shall ensure that a series of casual employee's will not be employed in lieu of establishing a full-time or filling a vacant position.
- 52.02 A casual employee shall upon commencement of employment be notified of the anticipated termination of his employment, and shall be provided one (1) day notice of lay-off for each week of continuous employment to a maximum of ten (10) days notice.

Article 53

Civil Liability

- 53.01 If an action or proceeding is brought against any employee or former employee for an alleged tort committed by him in the performance of his 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 shall advise the Senior Administrative Officer of any such notification or legal process;
 - (b) The Employer shall pay any damages or costs awarded against any such employee in any such action or proceedings and all legal fees provided the conduct of the employee which gave rise to the action did not constitute a gross disregard or neglect of his duty as an employee;
 - (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 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.

- (d) Upon the employee notifying the Employer in accordance with paragraph (a) above, the Employer and the employee shall forthwith meet and appoint counsel that is mutually agreeable to both parties. Should the parties be unable to agree on counsel that is satisfactory to both, then the Employer shall unilaterally appoint counsel. The Employer shall have conduct of the action and employee agrees to cooperate fully with appointed counsel.
- (e) 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 54

Pension Plan and Group Benefits Plan

Pension Plan

- 54.01 The Northern Employee Benefits Services (NEBS) Pension Plan is a term and condition of employment for all eligible employees.

Group Benefits Plan

- 54.02 The Northern Employee Benefits Services (NEBS) Group Benefit Plan {i.e. Basic Group Life Insurance (3 x annual salary); Accidental Death, Disease & Dismemberment (3 x annual salary); Dependents Insurance; and Long Term Disability (60% non-taxable)} and Short Term Disability (Weekly Indemnity 60% non-taxable) plan are terms and conditions of employment for all eligible employees.

The Northern Employee Benefits Services (NEBS) Extended Health Care and Dental Insurance plans are optional plans available to each individual eligible employee.

- 54.03 The Employer shall advise the pension plan and insurance plans administrator of any adjustments to earnings subject to these plans, terminations of employees covered by these plans, new eligible employees under these plans, and other required data as determined by these plans without delay.
- 54.04 The Employer shall remit all required contributions and premiums for the plans under this Article within a reasonable period, and shall forward all claims under these plans in a timely manner.
- 54.05 The Employer shall distribute to all employees eligible for coverage under the plans in this Article all literature, statements and materials produced by NEBS and the insurers, which are intended for distribution to the employees. New eligible employees shall be provided with plan booklets upon hire and shall be enrolled in a timely manner.

- 54.06 All issues concerning the pension and insurance plans, including issues of contributions and premiums, and eligibility for benefits shall be determined by the pension and benefits plan providers.

Article 55

Employee Assistance Program

Purpose

- 55.01 To establish and outline the policy of the Employer in relation to employees whose alcohol and substance abuse is interfering with satisfactory work performance. Nothing in this policy replaces or negates the provisions of other policies on alcohol and substance abuse during working hours.
- 55.02 The rising incidence of alcohol and substance abuse is of growing concern among employers, employees and families. Social drinking, which has no job related problems, is irrelevant to the Employer. However, an employee whose alcohol and substance abuse problems interferes with work performance, attendance or interpersonal work relationships may become a major concern to the Employer.

Policy

- 55.03 The Employer recognizes that alcohol and substance abuse are disorders which are preventable and amenable to treatment. The objective of this policy is to encourage employees to recognize early symptoms and patterns of alcohol and substance abuse and to provide assistance to the process of rehabilitation to the afflicted individual. The benefits and consideration that are extended to employees during an illness may be made available to those persons affected by alcohol and substance abuse for authorized absence to undergo assessment and approved treatment and hospitalization.
- 55.04 The decision to undertake treatment is the responsibility of the employee. The decision to seek treatment will not affect job security. In cases where employees refuse to recognize their problem and persist in substandard work performance or poor attendance, disciplinary action may be taken and may result in dismissal.

Responsibility

- 55.05 Diagnosis and referral for treatment must be made by a duly qualified medical and/or addictions practitioner.
- 55.06 The decision to accept or reject available counselling and treatment benefits is the responsibility of the employee. The supervisor is responsible for identifying any situation involving unsatisfactory work performance or poor interpersonal work relationships.
- 55.07 The employee who has an identified alcohol and substance abuse problem must accept conditions related to the rehabilitation process.

- 55.08 The employee must accept the responsibility to take positive personal action, which may involve:
- (a) referral for assessment;
 - (b) cooperation fully in any prescribed treatment and rehabilitation program; and
 - (c) active rehabilitation which may initially involve care at a rehabilitation centre.

Summary

- 55.09 To ensure that the Employee Assistance Program will be effective, management and staff must recognize and adhere to the following principles:
- (a) the Employer recognizes that alcohol and substance abuse are medical/psychological disorders that create social and personal problems;
 - (b) a person who seeks advice or treatment regarding their alcohol and substance abuse problems will not be subject to discipline; and
 - (c) matters pertaining to an individual seeking advice or treatment will be strictly confidential.

Article 56 **Re-opener of Agreement and Mutual Discussions**

Re-opener of Agreement

- 56.01 This Agreement may be amended by mutual consent of the Employer and the Union.

Mutual Discussions

- 56.02 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 57 **Duration and Renewal**

- 57.01 The term of this Agreement shall be from October 1, 2009 to September 30, 2012.
- 57.02 Notwithstanding Article 57.01, the provisions of this Agreement, including the provisions for the adjustment of disputes in Article 32, shall remain in effect during the negotiations for its renewal, and until either a new collective agreement becomes effective, or until the provisions of Section 89(1) of the *Canada Labour Code* have been met.

- 57.03 Either party to this Agreement may, within the period of four (4) months immediately preceding the date of expiration of the term of this Agreement, by written notice, require the other party to this Agreement to commence collective bargaining with a view to the conclusion, renewal or revision of this Agreement in accordance with Section 49(1) of the *Canada Labour Code*.
- 57.04 Where notice to bargain collectively has been given under Article 57.03, the Employer shall not alter the rates of pay or any term or condition of employment or any right or privilege of the employees, or any right or privilege of the Union until a renewal or revision of this Agreement has been concluded, or until the provisions of Section 89(1) of the *Canada Labour Code* have been met, unless the Union consents to the alteration of such a term or condition, or such a right or privilege.

Signed at Gjoa Haven, Nunavut on April 27, 2010 by the parties:

Hamlet of Gjoa Haven

Public Service Alliance of Canada

Joanni Sallerina
Mayor

Jean-François Des Lauriers
Regional Executive Vice-President – North

Susan Hillier
Councillor

Jimmy Arqviq
Committee Member

Peter Akkikungak
Councillor

Allen Kaloon
Committee Member

Cynthia Levy
Negotiator

Don Magakna
Committee Member

Stephen Bedingfield
Negotiator

Schedule A Hourly Rates of Pay

Hourly Rates of Pay - Effective October 1, 2009

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Community Works Foreman	25.96	26.22	27.00	29.28	30.37	31.59
Community Works Foreman Trainee	21.63	22.34	23.08	23.82	24.66	25.50
Water Truck Operator	23.08	23.82	24.66	25.50	26.39	27.38
Sewage Truck Operator	23.08	23.82	24.66	25.50	26.39	27.38
Garbage Truck Operator	23.08	23.82	24.66	25.50	26.39	27.38
Heavy Equipment Mechanic	27.15	28.25	29.40	30.58	31.73	32.89
Apprentice Mechanic	14.87	17.58	20.27	22.98		
Trades Helper	21.63	22.34	23.08	23.82	24.66	25.50
Heavy Equipment Operator	23.82	24.66	25.50	26.39	27.25	28.34
Airport Maintainer	24.66	25.50	26.39	27.25	28.34	29.39
Observer/Communicator	24.66	25.50	26.39	27.25	28.34	29.39
Custodian	17.70	18.27	18.82	19.46	20.07	20.74
Arena Maintainer	18.40	18.99	19.58	20.25	20.86	21.58
General Labourer	18.40	18.99	19.58	20.25	20.86	21.58
Dispatcher	18.40	18.99	19.58	20.25	20.86	21.58
Community Constable	18.40	18.99	19.58	20.25	20.86	21.58
Building Foreman	25.96	26.22	27.00	29.28	30.37	31.59
Journeyman Building Maintainer	24.42	25.38	26.40	27.46	28.56	29.69
Apprentice Building Maintainer	17.82	20.80	23.77			
Building Maintainer	18.40	18.99	19.58	20.25	20.86	21.58
MMOS Clerk	18.40	18.99	19.58	20.25	20.86	21.58
Warehouse Operator	21.09	21.61	22.15	22.68	23.21	23.74
Water Plant Operator/Maintainer	18.40	18.99	19.58	20.25	20.86	21.58
Hamlet Receptionist	17.96	18.47	19.06	19.62	20.27	20.87
Hamlet Data Entry Clerk	17.96	18.47	19.06	19.62	20.27	20.87
Recreation Clerk	17.96	18.47	19.06	19.62	20.27	20.87
Recreation Coordinator	22.94	23.85	24.81	25.80	26.84	27.90
Recreation Coordinator Trainee	13.73	14.28	14.85	15.45	16.07	16.71
Lands Administrator	21.09	21.61	22.15	22.68	23.21	23.74
Community Liaison Officer	21.09	21.61	22.15	22.68	23.21	23.74
Income Support Officer	21.76	22.48	23.21	23.93	24.66	25.37
Alcohol and Drug Worker	19.51	20.27	21.09	21.94	22.80	23.74
Community Facilitator	28.82	29.97	31.18	32.42	33.72	35.06
Community Economic Development Officer	27.20	28.29	29.43	30.61	31.84	33.10

Note 1: Apprentices will receive increments according to level of certification as provided in Article 40.01(c).

Hourly Rates of Pay - Effective October 1, 2010

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Community Works Foreman	26.74	27.01	27.81	30.16	31.28	32.54
Community Works Foreman Trainee	22.28	23.01	23.77	24.53	25.40	26.27
Water Truck Operator	23.77	24.53	25.40	26.27	27.18	28.20
Sewage Truck Operator	23.77	24.53	25.40	26.27	27.18	28.20
Garbage Truck Operator	23.77	24.53	25.40	26.27	27.18	28.20
Heavy Equipment Mechanic	27.96	29.10	30.28	31.50	32.68	33.88
Apprentice Mechanic	15.32	18.11	20.88	23.67		
Trades Helper	22.28	23.01	23.77	24.53	25.40	26.27
Heavy Equipment Operator	24.53	25.40	26.27	27.18	28.07	29.19
Airport Maintainer	25.40	26.27	27.18	28.07	29.19	30.27
Observer/Communicator	25.40	26.27	27.18	28.07	29.19	30.27
Custodian	18.23	18.82	19.38	20.04	20.67	21.36
Arena Maintainer	18.95	19.56	20.17	20.86	21.49	22.23
General Labourer	18.95	19.56	20.17	20.86	21.49	22.23
Dispatcher	18.95	19.56	20.17	20.86	21.49	22.23
Community Constable	18.95	19.56	20.17	20.86	21.49	22.23
Building Foreman	26.74	27.01	27.81	30.16	31.28	32.54
Journeyman Building Maintainer	25.15	26.14	27.19	28.28	29.42	30.58
Apprentice Building Maintainer	18.35	21.42	24.48			
Building Maintainer	18.95	19.56	20.17	20.86	21.49	22.23
MMOS Clerk	18.95	19.56	20.17	20.86	21.49	22.23
Warehouse Operator	21.72	22.26	22.81	23.36	23.91	24.45
Water Plant Operator/Maintainer	18.95	19.56	20.17	20.86	21.49	22.23
Hamlet Receptionist	18.50	19.02	19.63	20.21	20.88	21.50
Hamlet Data Entry Clerk	18.50	19.02	19.63	20.21	20.88	21.50
Recreation Clerk	18.50	19.02	19.63	20.21	20.88	21.50
Recreation Coordinator	23.63	24.57	25.55	26.57	27.65	28.74
Recreation Coordinator Trainee	14.14	14.71	15.30	15.91	16.55	17.21
Lands Administrator	21.72	22.26	22.81	23.36	23.91	24.45
Community Liaison Officer	21.72	22.26	22.81	23.36	23.91	24.45
Income Support Officer	22.41	23.15	23.91	24.65	25.40	26.13
Alcohol and Drug Worker	20.10	20.88	21.72	22.60	23.48	24.45
Community Facilitator	29.68	30.87	32.12	33.39	34.73	36.11
Community Economic Development Officer	28.02	29.14	30.31	31.53	32.80	34.09

Note 1: Apprentices will receive increments according to level of certification as provided in Article 40.01(c).

Hourly Rates of Pay - Effective October 1, 2011

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Community Works Foreman	27.68	27.96	28.78	31.22	32.38	33.68
Community Works Foreman Trainee	23.06	23.82	24.60	25.39	26.29	27.19
Water Truck Operator	24.60	25.39	26.29	27.19	28.13	29.19
Sewage Truck Operator	24.60	25.39	26.29	27.19	28.13	29.19
Garbage Truck Operator	24.60	25.39	26.29	27.19	28.13	29.19
Heavy Equipment Mechanic	28.94	30.12	31.34	32.60	33.82	35.07
Apprentice Mechanic	15.86	18.74	21.61	24.50		
Trades Helper	23.06	23.82	24.60	25.39	26.29	27.19
Heavy Equipment Operator	25.39	26.29	27.19	28.13	29.05	30.21
Airport Maintainer	26.29	27.19	28.13	29.05	30.21	31.33
Observer/Communicator	26.29	27.19	28.13	29.05	30.21	31.33
Custodian	18.87	19.48	20.06	20.74	21.39	22.11
Arena Maintainer	19.61	20.25	20.88	21.59	22.24	23.01
General Labourer	19.61	20.25	20.88	21.59	22.24	23.01
Dispatcher	19.61	20.25	20.88	21.59	22.24	23.01
Community Constable	19.61	20.25	20.88	21.59	22.24	23.01
Building Foreman	27.68	27.96	28.78	31.22	32.38	33.68
Journeyman Building Maintainer	26.03	27.06	28.14	29.27	30.45	31.65
Apprentice Building Maintainer	18.99	22.17	25.34			
Building Maintainer	19.61	20.25	20.88	21.59	22.24	23.01
MMOS Clerk	19.61	20.25	20.88	21.59	22.24	23.01
Warehouse Operator	22.48	23.04	23.61	24.18	24.75	25.31
Water Plant Operator/Maintainer	19.61	20.25	20.88	21.59	22.24	23.01
Hamlet Receptionist	19.15	19.69	20.32	20.92	21.61	22.25
Hamlet Data Entry Clerk	19.15	19.69	20.32	20.92	21.61	22.25
Recreation Clerk	19.15	19.69	20.32	20.92	21.61	22.25
Recreation Coordinator	24.46	25.43	26.44	27.50	28.62	29.75
Recreation Coordinator Trainee	14.64	15.23	15.84	16.47	17.13	17.81
Lands Administrator	22.48	23.04	23.61	24.18	24.75	25.31
Community Liaison Officer	22.48	23.04	23.61	24.18	24.75	25.31
Income Support Officer	23.19	23.96	24.75	25.51	26.29	27.05
Alcohol and Drug Worker	20.80	21.61	22.48	23.39	24.30	25.31
Community Facilitator	30.72	31.95	33.24	34.56	35.95	37.37
Community Economic Development Officer	29.00	30.16	31.37	32.63	33.95	35.28

Note 1: Apprentices will receive increments according to level of certification as provided in Article 40.01(c).

NOTES (applicable to all grids under Schedule A):

1. Alcohol and Drug Workers, Brighter Futures participants, Employment Officer, SEED program participants, Lands Administrator, Income Support Officer, Community Liaison Officer, Community Economic Development Officer, Community Facilitator, Airport Road Maintainer, Observer/Communicator, and any other employees in positions subject to third-party funding programs will receive wage and benefit plans according to the level of funding realized from these special third-party programs. These positions fall within the scope of the Bargaining Unit. **This Note shall continue in effect until October 1, 2010 at which time it shall expire and be removed from the Collective Agreement.**
2. Notwithstanding the provisions of Note #1, effective October 1, 2009 employees covered under Note #1 shall receive the negotiated economic increases applied to the current rates of pay of the incumbents.
3. Any employee receiving superior wages or benefits under third-party funding shall be red-circled.

MEMORANDUM OF AGREEMENT

- between -

PUBLIC SERVICE ALLIANCE OF CANADA

- and -

HAMLET OF GJOA HAVEN

Third-Party Funded Positions

The Parties agree the following forms part of this Collective Agreement:

The Employer and the Union acknowledge that a number of employees are employed in positions ("Third-Party Funded Positions") existing as a result of the Employer entering into agreements with various third parties ("Funding Agreements") under which the third party provides funding to the Employer to deliver specific programs and services.

The Employer and the Union further acknowledge that the funding provided to the Employer by a third party under Funding Agreements may not be sufficient to fully fund the rates of pay and benefits provided under the Collective Agreement to employees employed in the Third-Party Funded Positions.

The Employer and the Union therefore agree as follows:

1. Third-Party Funded Positions currently include Alcohol and Drug Worker, Brighter Futures positions, SEED program participants, Lands Administrator, Income Support Officer, Community Liaison Officer, Community Economic Development Officer, Community Facilitator, Airport Maintainer, Observer/Communicator, and various training positions.
2. In the event that the Employer is contemplating the termination of a Funding Agreement with a third party as a result of insufficient funding from that third party, which will have the effect of the lay-off of one or more employees in the Bargaining Unit, the Employer shall provide not less than sixty (60) days notice in writing to the Union of the contract that may be terminated and identifying the employees affected.
3. At the request of either party, the Employer and the Union shall meet within the sixty (60) day notice period to discuss alternatives to the termination of the Funding Agreement. The Employer will grant leave with pay for one (1) employee, who would be affected by the contemplated termination of the Funding Agreement, to attend the meeting on behalf of the Union. Where not prohibited by a confidentiality provision in the Funding Agreement, the Employer will provide the Union with a copy of the Funding Agreement.

4. If an agreement is reached between the Employer and the Union with respect to an alternative to the termination of the Funding Agreement, that agreement shall become a Memorandum of Agreement, shall be signed by both the Union and the Employer, and shall be incorporated into the Collective Agreement.
5. Notice given to the Union under this Memorandum of Agreement shall not constitute notice of lay-off under Article 43.03. The Employer may issue notice of lay-off to employees under Article 43.03 which coincides or overlaps with the notice to the Union under point #2 of this Memorandum of Agreement.

LETTER OF UNDERSTANDING

- between -

PUBLIC SERVICE ALLIANCE OF CANADA

- and -

HAMLET OF GJOA HAVEN

Re: Airport Observer/Communicator - Standby Pay

During the current period when the CARS station is reduced to one Observer/Communicator, said Observer/Communicator shall receive standby pay as provided for in the Collective Agreement, however, such lieu time may not be utilized until the CARS station is fully staffed.