

# **Collective Agreement**

**between**

**Hamlet of Baker Lake**

**and**

**Public Service Alliance of Canada**

(As represented by its agent Nunavut Employees Union)

**Effective From: April 1, 2023**  
**To: March 31, 2027**

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

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

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## **Article 1**

### **Purpose of Agreement**

- 1.01 The purpose of this Agreement is to set forth certain terms and conditions of employment relating to pay, hours of work, employee benefits, and general working conditions affecting employees covered by this Agreement.

## **Article 2**

### **Interpretation and Definitions**

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

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

which they may be eligible for in the same proportion as their weekly hours of work compare to the standard work week.

- (iii) “Seasonal employee” means a person employed continuously for a minimum of six (6) months in work, which is not continuous through out the year, but re-occurs in successive years.
- (iv) “Term employee” means a person who is hired on a term basis for a full-time or part-time position
  - a) to replace a full-time or part-time employee who is on an approved leave of absence for a period in excess of six (6) calendar months but less than twelve (12) months, except that a term employee may be hired for up to eighteen (18) months to fill a temporary vacancy resulting from parental leave;
  - b) to replace a full-time or part-time employee who is on leave due to illness of injury where the employee has indicated that the duration of such leave will be in excess of six (6) months;
  - c) as part of a Nunavut Municipal Training Organization program aimed at providing an employee with the skills necessary to be eligible for a management position for a period of no more than twenty-four (24) months, with the possibility of extending for an additional period of up to twenty-four (24) months upon mutual agreement between the Employer and the Union;
  - d) to fill a position funded by a third party for a specific period of time.
- (p) “Employer” means the Hamlet Council of Baker Lake.
- (q) “Fiscal year” means the period of time from April 1, in one year to March 31, in the following year.
- (r) “Grievance” means a complaint in writing that is processed through the grievance procedure.
- (s) “Leave of absence” means absence from duty, with or without pay, with the Employer’s permission.
- (t) “Manager” means the Senior Administrative Officer.

- (u) “Membership Fees” means the fees established pursuant to the By-Laws of the Union as the fees payable by the members of the bargaining unit, and shall not include any initiation fee, insurance premium or any other levy.
  - (v) “Probation” means a period of one (1) year from the day upon which an employee is first hired by the Hamlet or a period of six (6) months after an employee has been transferred or promoted from within the Hamlet. If an employee does not successfully complete their probationary period on transfer or promotion, the Employer will make every reasonable effort to place the employee in a position comparable to the one from which they were transferred or promoted.
  - (w) “Promotion” means the appointment of an employee to a new position, the maximum rate of pay of which exceeds that of their former position.
  - (x) “Rates of Pay” shall be as per Appendix “A” of this Collective Agreement.
  - (y) “Representative” means an employee who has been elected or appointed as a Shop Steward or who represents the Union at meetings with management and who is authorized to represent the Union.
  - (z) “Seniority” means length of continuous service with the Employer.
  - (aa) “Service” means employment with the Hamlet, which is uninterrupted except for periods of less than three (3) months for medical or educational reasons. Seasonal employees shall accumulate all periods of employment.
  - (bb) “Foreperson” means the one in charge of a working unit of a department and includes any person designated to act in their stead.
  - (cc) “Transfer” means the appointment of an employee to another position, that does not constitute a promotion or demotion.
  - (dd) “Week” for the purposes of this Agreement shall be deemed to commence at 12:01 a.m. on Sunday and terminate at midnight on Saturday.
  - (ee) “Union” means the Public Service Alliance of Canada, as represented by its agent the Nunavut Employees Union. The Union was certified as bargaining agent on December 20, 1999.
- 2.02 “May” shall be regarded as permissive and “shall” and “will” as imperative.

- 2.03 Except as otherwise provided in this Agreement, expressions used in this Agreement if defined in the *Canada Labour Code* or in the Regulations made thereunder, have the same meaning as given to them in the Code or Regulations.

### **Article 3** **Recognition**

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

#### **Freedom from Discrimination**

- 3.02 The Union, the Employer, and the employees agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee by reason of race, colour, ancestry, ethnic origin, citizenship, place of origin, creed, religion, age, disability, sex, sexual orientation, gender identity, gender expression, marital status, family status, pregnancy, lawful source of income, political affiliation, conviction for which a pardon has been granted, union membership or activity, or for exercising their rights under this Agreement.
- 3.03 An Affirmative Action program jointly agreed to by the Labour/Management Committee will not be deemed to be discriminatory.
- 3.04 The Employer will advise prospective employees that the Hamlet is a unionized work place.

### **Article 4** **Application**

- 4.01 The provisions of this Agreement apply to the Union, the employees and the Employer.

### **Article 5** **Strikes and Lockouts**

- 5.01 During the life of the Agreement there shall be no lockout by the Employer and no interruption or impeding of work, work stoppage, strike, sit-down, slow-down, or any other interference with production by any employee or employees.



**Article 6**  
**Management Rights**

- 6.01 The Union acknowledges that all management rights and prerogatives are vested exclusively with the Employer, except as may be otherwise specifically provided for in this Agreement, and without limiting the generality of the forgoing, it is the exclusive function of the Employer:
- (a) to determine and establish standards and procedures in the operation of the Hamlet;
  - (b) to maintain order, discipline and efficiency and, in connection therewith, to establish and enforce rules and regulations;
  - (c) to plan, direct, organize and control the work of the employees and the operations of the Hamlet. This includes the introduction of new and improved methods, facilities and equipment, and to control the amount of supervision necessary and work schedules;
  - (d) to direct employees, including hiring, transfer, lay-off, recall, promotion, demotion, classification and assignments of duties, and to suspend, discharge, or otherwise discipline employees for just cause.
- 6.02 Management shall exercise its rights in a manner that is fair, reasonable and consistent with the terms and intent of this Agreement.

**Article 7**  
**Employer Directives**

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

**Article 8**  
**Union Access to Employer Premises**

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

**Article 9**  
**Appointment of Representatives**

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

**Article 10**  
**Time Off for Union Business**

Arbitration Hearings

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

#### Contract Negotiations Meetings

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

#### Preparatory Contract Negotiations Meetings

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

#### Representatives Training Course

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

#### Time off for Representatives

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

### Full-time Union Position

- 10.10 Employees elected to a full-time paid position in the Union shall be granted leave of absence without pay for the term of office. During the leave of absence such employees shall maintain all accumulated rights and benefits to which they are entitled under the Collective Agreement.
- 10.11 The benefits of any group plan shall be extended to such employees and the Union will reimburse the Employer for any costs involved.
- 10.12 Such employees shall advise the Employer as soon as possible when an extension of the leave of absence is applicable due to re-election.
- 10.13 Upon termination of their leave of absence such employees shall be offered the position they held with the Employer before they commenced the leave of absence, if the position still exists, or a substantially similar position. When such employees wish to invoke this clause of the Collective Agreement they shall provide the Employer with a three month notice of their intent to do so.
- 10.14 Notwithstanding Article 10.13, the Employer may make an offer of employment to such employees to a position inside the Bargaining Unit should such employees bid on a competition and be the successful candidate.

## **Article 11**

### **Union Membership Dues Deduction**

- 11.01 The Employer will, as a condition of employment, deduct an amount equal to the amount of Membership Fees from the pay of all employees in the Bargaining Unit.
- 11.02 The Union shall inform the Employer in writing of the Membership Fees to be deducted for each employee within the Bargaining Unit thirty (30) days prior to implementation.
- 11.03 For the purpose of applying Article 11.01, deductions from pay for each employee will occur on a bi-weekly basis and will apply to the extent that earnings are available. Where an employee does not have sufficient earnings in respect of any bi-weekly period to permit deduction, the Employer shall not be obligated to make such deductions from subsequent salary.
- 11.04 For the duration of this Agreement, no employee organization, other than the Union, shall be permitted to have Membership Fees deducted by the Employer from the pay of the employees in the Bargaining Unit.
- 11.05 The amounts deducted in accordance with Article 11.01 shall be remitted to the Comptroller of the Alliance, 233 Gilmour Street, Ottawa, Ontario, K2P 0P1 by cheque within a reasonable period of

time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on their behalf.

- 11.06 The Employer agrees to identify annually on each employee's T4 slip the total amount of Membership Fees deducted for the preceding year.
- 11.07 The Employer agrees to make deductions for other purposes on the basis of the production of appropriate documentation.
- 11.08 The Alliance agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer.

## **Article 12** **Information**

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

The Employer shall indicate which employees have been hired or transferred and those employees whose employment has been terminated during the period reported.

- 12.02 The Employer shall notify the Union of all newly created classifications including its designation as to whether it is, in the view of the Employer, within or outside of the Bargaining Unit.
- 12.03 The Employer shall provide each employee with a copy of the Collective Agreement.
- 12.04 The Employer agrees to provide each new member of the Bargaining Unit with a copy of the Collective Agreement upon their appointment.
- 12.05 The Employer shall have the Collective Agreement translated into the local dialect of Inuktitut within six (6) months of the Employer receiving the English version of the Collective Agreement. The Employer will provide an Inuktitut version of the Collective Agreement to any employee who requests an Inuktitut version. In case of a dispute, the English version of the Collective Agreement shall govern.
- 12.06 The Union shall pay the costs of printing all copies of the Collective Agreement.

## **Article 13** **Seniority**

- 13.01 Seniority shall be applied on a Bargaining Unit wide basis.
- 13.02 The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. The seniority list shall be kept up-to-date, a copy of which shall be posted on the bulletin board, and shall be sent to the Union every twelve (12) months.
- 13.03 An employee shall lose their seniority and their employment shall be terminated in the following circumstances:
- (a) if they are discharged for just cause;
  - (b) if they resign;
  - (c) if they abandon their position;
  - (d) if they are on lay-off for more than twelve (12) months; and
  - (e) if, following lay-off, they fail to return to work in accordance with Article 39.06.

## **Article 14**

### **Provision of Bulletin Board Space & Other Facilities**

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

## **Article 15**

### **Designated Paid Holidays**

#### Designated Paid Holidays

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

- (d) The day fixed by proclamation of the Governor in Council for the celebration of the birthday of the Sovereign;
  - (e) Canada Day;
  - (f) Nunavut Day – July 9
  - (g) The first Monday in August;
  - (h) Labour Day;
  - (i) National Day for Truth and Reconciliation(September 30);
  - (j) Thanksgiving Day;
  - (k) Remembrance Day;
  - (l) Christmas Day;
  - (m) Boxing Day.
  - (n) A paid holiday shall also be granted to all employees on any holiday proclaimed by the Government of Canada, the Commissioner of the Nunavut, by motion of the Hamlet Council (e.g. Nunavut Claim Settlement Day; Hamlet Day, etc.)
  - (o) The employees shall be off duty at 1200 noon on Christmas Eve and New Years Eve.
- 15.02 No employee is entitled to be paid in respect of a Designated Paid Holiday, where:
- (a) they have not worked for the Employer a total of thirty (30) days during the preceding twelve (12) months;
  - (b) they did not report to work on that day after having been called to work on that day; or
  - (c) without the consent of the Employer, they have not reported for work on either their last regular working day preceding, or their first working day following, the Designated Paid Holiday.

Holiday Falling on a Day of Rest

- 15.03 When a Designated Paid Holiday coincides with an employee's day of rest, the Designated Paid Holiday shall be moved to the employee's first working day following their day of rest, except for the holiday designated at 15.01(o). When Christmas Eve or New Year's Eve fall on a Saturday or a Sunday, employees shall be off duty at noon on the Friday preceding the holiday.

- 15.04 When a Designated Paid Holiday for an employee is moved to another day under the provisions of Article 15.03:
- (a) work performed by an employee on the day from which the Designated Paid Holiday was moved shall be considered as work performed on a day of rest; and
  - (b) work performed by an employee on the day to which the Designated Paid Holiday was moved, shall be considered as work performed on a Designated Paid Holiday.
- 15.05 Where the Employer requires an employee to work on a Designated Paid Holiday, they shall be paid in addition to the pay that they would have received had they not worked on the Designated Paid Holiday:
- (a) Double time (2x) the hourly rate for all hours worked.
  - (b) An employee who is required to work on a Designated Paid Holiday shall have the option of being paid for said work or having it applied to their overtime bank, as provided in Article 24 of this Agreement.
- 15.06 Part-time employees shall be eligible for Designated Paid Holidays as provided herein. However, they shall receive payment for said Designated Paid Holidays based on their average daily straight-time hours worked over their period of employment with the Employer, or over the previous eight (8) week period, whichever is the lesser (i.e. the employee's straight-time hours worked in the eight (8) week period prior to the Designated Paid Holiday shall be totalled and first divided by eight (8) and the resulting quotient is then divided by five (5), which provides the average daily hours to be applied to the employee's hourly rate of pay to obtain their entitlement).
- 15.07 At the request of an employee and where operational requirements permit an employee shall not be scheduled to work both Christmas and New Year's Day. An employee shall not have such a request denied in two (2) consecutive years.

## **Article 16**

### **Leave – General**

- 16.01 When an employee who has been granted more vacation, sick leave or special leave with pay than they have earned is terminated by disability or death, the employee shall be considered to have earned that amount of leave with pay granted to them.
- 16.02 During the month of April in each year, the Employer shall inform each employee in the Bargaining Unit in writing of the balance of their special, sick and vacation leave credits as of the 31<sup>st</sup> day of March.

- 16.03 When the Employer rejects an employee's application for leave, the detailed reasons for the rejection shall be provided to the employee in writing forthwith.
- 16.04 An employee who is on leave of absence without pay is not entitled to receive any pay, benefits or allowances for the period of leave without pay, unless this Agreement specifically provides otherwise.

## **Article 17**

### **Vacation Leave**

#### Accumulation of Vacation Leave

- 17.01 For each month of a fiscal year in which a full-time employee receives ten (10) days' pay, they shall earn vacation leave at the following rate:
- (a) One and one-quarter ( $1\frac{1}{4}$ ) days each month until the month in which the anniversary of the second (2<sup>nd</sup>) year of continuous employment is completed.
  - (b) One and two-thirds ( $1\frac{2}{3}$ ) days each month commencing in the month after completion of two (2) years of continuous employment.
  - (c) Two and one-twelfth ( $2\frac{1}{12}$ ) days each month commencing in the month after completion of six (6) years of continuous employment.
  - (d) Two and a quarter ( $2\frac{1}{4}$ ) days each month commencing in the month after completion of twelve (12) years of continuous employment.
  - (e) Two and one-half ( $2\frac{1}{2}$ ) days each month commencing in the month after completion of fifteen (15) years of continuous employment.
  - (f) Two and three-quarters ( $2\frac{3}{4}$ ) days each month commencing in the month after completion of twenty (20) years of continuous employment.
- 17.02 Other employees shall receive six (6) percent of their straight time earnings until completion of their second (2<sup>nd</sup>) year of continuous employment; eight (8) percent of their straight time earnings after completion of two (2) years of continuous employment; and ten (10) percent of their straight time earnings after completion of fifteen (15) years of continuous employment.
- 17.03 Employees who wish to request vacation leave must do so in writing at least one (1) week prior to the anticipated start of the vacation leave. For vacation leave of a duration of three (3) working days or less, forty-eight (48) hours' notice will be required. Employees are encouraged to request leave as far in advance as possible.

#### Granting of Vacation Leave



- 17.04 In granting vacation leave with pay to an employee, the Employer shall make every reasonable effort to:
- (a) schedule vacation leave for all employees in the fiscal year in which it is earned;
  - (b) not recall an employee to duty after they have proceeded on vacation leave;
  - (c) grant the employee their vacation leave during the fiscal year in which it is earned at a time specified by the employee;
  - (d) grant the employee vacation leave for at least up to five (5) consecutive weeks depending upon their vacation entitlements, when so requested by the employee;
  - (e) grant employees their vacation leave preference and, where two (2) or more employees express a preference for the same period of vacation leave seniority will prevail;
- 17.05 Where the operational requirements of the service are such that an employee is not permitted to take their vacation leave during the months of June to September inclusive in one (1) fiscal year, special consideration will be given to the employee being granted their vacation leave during the months of June to September in the next fiscal year, which may include giving the employee preference over employees with more seniority.

#### Carry-over Provisions

- 17.06 Employees are not permitted to carry over more vacation leave credits than can be earned in one (1) fiscal year. Vacation leave credits exceeding a one (1) year entitlement will be liquidated in cash in the month of May.
- 17.07 Where in respect of any period of vacation leave, an employee is granted special leave or sick leave, the period of vacation leave so displaced shall either be added to the vacation period if requested by the employee and approved by the Employer or re-instated for use at a later date.

#### Leave When Employment Terminates

- 17.08 Where an employee dies or otherwise terminates their employment, the employee or their 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 their employment.

- 17.09 An employee whose employment is terminated by reason of a declaration that they abandoned their position is entitled to receive the payment referred to in Article 17.08. If after reasonable efforts, the Employer is unable to locate the employee within six (6) months of termination, their entitlement shall lapse.
- 17.10 Due to emergency operational requirements the Employer may alter an employee's vacation period after it has been approved. In this event, the employee will report, within a reasonable amount of time, any cost which they will incur as a result of the cancellation of their vacation (i.e. non-refundable airline tickets, etc.) and the Employer will reimburse the employee for said costs.
- 17.11 When during any period of vacation leave an employee is recalled to duty, they shall be reimbursed for reasonable expense, that they incur:
- (a) in proceeding to their place of duty;
  - (b) in respect of any non-refundable deposits or prearrangements associated with their vacation;
  - (c) in returning to the place from which they were recalled if they immediately resume vacation upon completing the assignment for which they were recalled;
- after submitting such accounts as are normally required by the Manager.
- 17.12 The employee shall not be considered as being on vacation leave during any period in respect of which they are entitled under Article 17.10 to be reimbursed for reasonable expenses incurred by the employee.

#### Vacation Travel Assistance

- 17.13 All employees and dependants over the age of two (2) on vacation leave shall be entitled to a cash payment of \$2,500, to a maximum of \$10,000 per employee, once each fiscal year. This payment shall be made for the previous fiscal year. Employees may elect to be paid their Vacation Travel Assistance at any time during the fiscal year.
- 17.14 New employees shall receive a payment prorated on the basis of the proportion of the employee's month(s) of service compared to the full year.
- 17.15 Employees whose employment is terminated shall receive a payment prorated on the basis of the proportion of the employee's months(s) of service compared to the full year.

## **Article 18**

### **Special Leave**

#### Credits

- 18.01 An employee shall earn special leave credits up to a maximum of twenty (20) days at the rate of one (1) day for each calendar month in which they received pay for at least ten (10) days.
- 18.02 For the purposes of this Article, immediate family is defined as an employee's father, mother, brother, sister, spouse, common-law spouse, child, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent or grandchild and any relative permanently residing in the employee's household or with whom the employee permanently resides.
- 18.03 Under this section, except when leave must be requested in advance, employees are required to advise the Employer of their absence at the latest, at least one (1) hour prior to the start of the next shift following the event triggering the request for leave, or as soon as practicable in the case of the birth of a child.
- 18.04 The Manager shall grant special leave earned with pay for a period of up to five (5) consecutive working days when there is a death in the immediate family.
- 18.05 Special leave in excess of five (5) consecutive working days for the purpose enumerated in Article 18.04 may only be granted with the Manager's approval.
- 18.06 The Manager may grant special leave of up to one (1) day in the event of the death of the employee's aunt, uncle, niece, nephew.
- 18.07 The Employer shall grant an employee special leave with pay for up to five (5) working days each fiscal year where the employee is required to act as medical escort for their parent, spouse, common law spouse or child. The Employer may grant special leave with pay under this article where the Employer is required to act as a medical escort for another member of the employee's immediate family, when there is no one else who can act as medical escort.
- 18.08 The Manager shall grant special leave earned with pay for a period of three (3) working days when an employee is to be married.
- 18.09 Where a member of the immediate family becomes ill (not including child birth) and the employee is required to make arrangements for the care of their dependents the Manager will grant special leave with pay for up to ten (10) days each fiscal year.

- 18.10 Where a member of the immediate family residing outside Baker Lake becomes seriously ill, the Manager will grant special leave with pay up to ten (10) days each fiscal year.
- 18.11 The Manager may grant special leave on grounds other than those provided in Articles 18.04 through 18.10 to a full-time employee, where they are satisfied that said employee has a legitimate reason requiring their absence from work.
- 18.12 The Manager may grant special leave, to a maximum of five (5) days, for serious community emergencies, where the employee is required to render assistance.
- 18.13 The Manager may grant special leave, to a maximum of five (5) days where special circumstances not directly attributable to the employee prevent their reporting to duty, including:
- (a) serious household or domestic emergencies;
  - (b) extreme weather conditions or delay of the aircraft if the employee makes every reasonable effort to report for duty.
- 18.14 The Manager shall grant special leave for employees involved in official search-and-rescue mission or to employees searching for immediate family members who are missing.

#### Advance of Credits

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

#### Birth/Adoption

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

#### Volunteer

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

### Casual Leave

- 18.18 An employee shall be granted casual leave with pay to a maximum of two (2) hours for the employee to attend or to escort a dependent to an appointment with a licensed health care practitioner, dentist, lawyer, or school authority during work hours. Employees shall request casual leave in writing at least 24 hours in advance of the appointment, except in case of emergency.

### Other Casual Leave

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

### Quarantine

- 18.20 Employees shall be granted special leave with pay for time lost through quarantine when the employee provides the Manager with a certificate from a licensed health care practitioner to that effect.

### Elections

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

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

### Credits

- 19.01 An employee shall earn sick leave credits at the rate of one and one quarter ( $1\frac{1}{4}$ ) days for each calendar month for which they receive pay for at least ten (10) days, to a maximum of eighty-five (85) days.
- 19.02 Subject to (a) and (b) below, and to the remainder of this Article, all absences on account of illness on a normal working day (exclusive of designated holidays) shall be charged against an employee's accumulated sick leave credits.
- (a) There shall be no charge against an employee's sick leave credits when their absence on account of illness is less than one-half ( $\frac{1}{2}$ ) day and the employee has been on duty for at least three (3) hours.

- (b) Where the period of absence on account of illness is at least one-half (1/2) day but less than a full day, one-half (1/2) day shall only be charged as sick leave.
- 19.03 Unless otherwise informed by the Manager, an employee must sign a statement stating that because of this illness or injury they were unable to perform their duties.
- 19.04 The Employer may require the employee to produce a certificate from a licensed health care practitioner certifying that said employee is unable to carry out their duties due to illness or to certify that the employee is able to return to work.
- 19.05 An employee is not eligible for sick leave with pay for any period during which they are on leave of absence without pay or under suspension, or on lay-off.
- 19.06 Where leave of absence without pay is authorized for any reason, or an employee is laid off because of lack of work, and the employee returns to work upon expiration of such a leave of absence or lay-off, they shall earn sick leave credits for each month in which they worked at least ten (10) days and shall retain any unused sick leave existing at the time of lay-off or commencement of leave without pay.
- 19.07 In circumstances where sick leave would be authorized but the employee has insufficient or no sick leave credits, at the discretion of the Manager, they shall be granted sick leave in advance to a limit of fifteen (15) days which shall be charged against future credits as earned. If the Employee dies before authorized unearned sick leave has been liquidated, no recovery shall be made from the employee's estate.

#### Injury on Duty Leave

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

#### Wellness Reward

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

#### Transportation to a Medical Center Travel Time

- 19.10 Every employee who is proceeding to a medical center shall be granted leave with pay, once annually, for the lesser of three (3) days or the actual time taken to travel to and from a location outside Baker Lake for the purpose of attending a medical appointment or to receive medical treatment. The employee shall be granted special leave and/or sick leave for any subsequent occurrence.

## **Article 20**

### **Maternity Leave**

- 20.01 An employee who becomes pregnant shall be granted seventeen (17) consecutive weeks maternity leave without pay commencing at any time during the seventeen (17) week period immediately preceding the expected date of delivery, provided that the employee gives the Employer written notice at least four (4) weeks before the day on which the employee expects to commence their leave. At the employee's request the Employer shall give her, within one week of their request, a clear understandable information package about maternity leave requirements and benefits.
- 20.02 The Employer may:
- (a) upon written request from the employee, defer the commencement of maternity leave without pay of an employee or terminate it earlier than seventeen (17) weeks after the date of the termination of their pregnancy;
  - (b) grant maternity leave without pay to an employee to commence earlier than seventeen (17) weeks before the expected termination of their pregnancy;
  - (c) where maternity leave without pay is requested, require an employee to submit a certificate from a licensed health care practitioner certifying pregnancy.
- 20.03 Leave granted under this Article shall be counted for the calculation of "continuous employment" and "continuous service".

#### Maternity-related Reassignment or Leave

- 20.04 Where a pregnant or nursing employee produces a statement from a licensed health care practitioner that their working conditions may be detrimental to their health, that of their foetus or their nursing child, the Employer shall either change such working conditions or temporarily transfer the employee to another position with equal pay or allow the employee to take leave of absence without pay for the duration of their pregnancy.

#### Maternity Leave Allowance

- 20.05 After completion of six (6) months continuous employment, an employee who provides the Employer with proof that they have applied for and is in receipt of employment insurance benefits pursuant to the *Employment Insurance Act*, shall be paid a maternity leave allowance.
- 20.06 A recipient under Article 20.05 shall sign an agreement with the Employer providing:

- (a) that they will return to work and remain in the Employer's employ for a period of at least six (6) months after their return to work;
  - (b) that they will return to work on the date of the expiry of their maternity leave, unless this date is modified with the Employer's consent.
- 20.07 Should the employee fail to return to work, except by reason of death, disability or lay-off, as per the provision of Article 20.06, the employee recognizes that they are indebted to the Employer for the amount received as maternity leave allowance. Should the employee not return for the full six months, the employee's indebtedness shall be reduced on a prorated basis according to the number of months for which they received pay. The employee's debt shall be deducted from any monies owed to the employee by the Employer at the time of termination of employment.
- 20.08 No employee shall be laid off, transferred or relocated while on, or within six (6) months of the employee's return, from maternity leave without the consent of the employee, the Employer and the Union.
- 20.09 In respect of the period of maternity leave, payments of maternity leave allowance will consist of the following:
- (a)
    - (i) For the first week, a payment equivalent to ninety-three percent (93%) of their weekly rate of pay.
    - (ii) For the period during which the employee receives Employment Insurance Maternity Benefits, payments equivalent to the difference between the employment insurance benefits they are eligible to receive and ninety-three percent (93%) of their weekly rate of pay.
    - (iii) Where an employee has received Employment Insurance Maternity Benefits for fifteen (15) weeks and thereafter remains on maternity leave without pay, they are eligible to receive a payment equivalent to ninety-three percent (93%) of their weekly rate of pay.
  - (b)
    - (i) for a full-time employee the weekly rate of pay referred to in Article 20.09(a) shall be the weekly rate of pay for their classification and position on the day immediately preceding the commencement of the maternity leave.
    - (ii) for a part-time employee the weekly rate of pay referred to in Article 20.09(a) shall be the prorated weekly rate of pay for their classification and position averaged over the six month period of continuous employment immediately preceding the commencement of the maternity leave.
  - (c) Employees have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan.



- (d) Where an employee becomes eligible for a pay increment or an economic adjustment with respect to any period in which the employee was in receipt of payments under Article 20.09(a), the payments shall be adjusted accordingly.
- (e) Maternity leave allowance payments will neither reduce nor increase an employee's deferred remuneration or severance pay.

#### Other Benefits During Leave

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

### **Article 21** **Parental Leave**

- 21.01 Where an employee has or will have the actual care or custody of their newborn child, or an employee commenced proceedings to adopt a child or obtains an order for the adoption of a child, they shall be granted parental leave without pay for a single period of up to sixty-three (63) consecutive weeks. This leave without pay shall be taken during the eighty-six (86) week period immediately following the day the child was born or, in the case of adoption, within the eighty-six (86) week period from the date the child comes into the employee's care and custody.
- 21.02 An employee who intends to request parental leave without pay shall make every effort to provide reasonable notice to the Employer. In the case of an adoption, the employee shall notify the Employer as soon as the application for adoption has been approved by the adoption agency or legal guardianship and custody papers have been completed.
- 21.03 Leave granted under this Article shall be counted for the calculation of "continuous employment" and "continuous service".
- 21.04 Parental leave without pay utilized by an employee couple, both of whom are employed by the Employer, in conjunction with maternity leave shall not exceed a total of eighty-six (86) weeks.
- 21.05 Parental leave without pay taken by an employee in conjunction with maternity leave shall be taken immediately after the termination of

maternity leave and the duration of both periods of leave without pay combined shall not exceed a total of seventy-eight (78) weeks.

- 21.06 When parental leave is taken by an employee couple, both of whom are employed by the Employer, parental leave without pay taken by an employee couple shall not exceed a total of seventy-one (71) weeks for both employees combined.

#### Other Benefits During Leave

- 21.07 An employee returning to work from parental leave retains their leave credits accumulated prior to taking leave.
- 21.08 If an employee elects to maintain coverage for medical, group life and other benefits, the Employer will pay both portions of these premiums. The Employer will recover monies paid on behalf of the employee share of premiums when the employee returns to work or terminates.

#### Parental Leave Allowance

- 21.09 After completion of six (6) months continuous employment, an employee who provides the Employer with proof that they have applied for and are in receipt of employment insurance benefits pursuant to the Employment Insurance Act, shall be paid a parental leave allowance up to a maximum of seventeen (17) weeks.
- 21.10 A recipient under Article 21.07 shall sign an agreement with the Employer providing:
- (a) that they will return to work and remain in the Employer's employ for a period of at least six (6) months after their return to work;
  - (b) that they will return to work on the date of the expiry of their parental leave, unless this date is modified with the Employer's consent.
- 21.11 Should the employee fail to return to work, except by reason of death, disability or lay-off, as per the provision of Article 20.08, the employee recognizes that they are indebted to the Employer for the amount received as parental leave allowance. Should the employee not return for the full six months, the employee's indebtedness shall be reduced on a prorated basis according to the number of months for which they received pay. The employee's debt shall be deducted from any monies owed to the employee by the Employer at the time of termination of employment.
- 21.12 No employee shall be laid off, transferred or relocated while on, or within six (6) months of their return, from parental leave without the consent of the employee, the Employer and the Union.

- 21.13 In respect of the period of parental leave, payments of parental leave allowance will consist of the following:
- (a) (i) For the first week, where the employee is subject to a waiting period before receiving Employment Insurance Parental Benefits, a payment equivalent to 93% of their weekly rate of pay.  
  
(ii) For the period during which the employee receives Employment Insurance Parental Benefits, up to a maximum of sixteen (16) weeks, payments equivalent to the difference between the Employment Insurance Parental Benefits they are eligible to receive and 93% of their weekly rate of pay.
  - (b) (i) for a full-time employee the weekly rate of pay referred to in Article 21.11 (a) shall be the weekly rate of pay for their classification and position on the day immediately preceding the commencement of the parental leave.  
  
(ii) for a part-time employee the weekly rate of pay referred to in Article 21.11 (a) shall be the prorated weekly rate of pay for their classification and position averaged over the six month period of continuous employment immediately preceding the commencement of the parental leave.
  - (c) Where the employee elects to receive Extended Parental Employment Insurance Benefits over a period of up to sixty-three (63) weeks, there shall be no increase in the amount of parental leave allowance payments. The employee shall be entitled to the same parental leave allowance payments that the employee would be entitled to had the employee received Standard Parental Employment Insurance Benefits over a period of up to thirty-seven (37) weeks.
- 21.14 Employees have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan.
- 21.15 Where an employee becomes eligible for a pay increment or an economic adjustment with respect to any period in which the employee was in receipt of payments under Article 21.11 (a), the payments shall be adjusted accordingly.
- 21.16 Parental leave allowance payments will neither reduce nor increase an employee's deferred remuneration or severance pay.

## **Article 22**

### **Other Types of Leave**

#### Court Leave

22.01 Leave of absence with pay shall be given to an employee, other than an employee on leave of absence without pay or under suspension or on lay-off who is required:

- (a) to serve on a jury and the jury selection process; or
- (b) by subpoena or summons to attend as a witness in any proceeding held:
  - (i) in or under the authority of a court or justice or before a grand jury;
  - (ii) before a court, judge, justice, magistrate, or coroner;
  - (iii) before the Senate or House of Commons of Canada, or a Committee of the Senate or House of Commons, otherwise than in the performance of the duties of their position;
  - (iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it;
  - (v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

#### Injury-on-duty Leave

22.02 An employee shall be granted injury-on-duty leave with pay for such reasonable period as may be determined by the Manager where it is determined by the Workers' Safety and Compensation Commission that they are unable to perform their duties because of:

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

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

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

Employer shall credit the employee with the sick leave credits used upon the assignment of Compensation Benefits to the Employer.

#### Leave Without Pay for Personal Reasons

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

#### Compassionate Care Leave

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

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

(c) An employee shall be granted up to twenty-seven (27) 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 licensed health care practitioner stating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:

- 1) the day the certificate is issued; or
- 2) if the leave was commenced before the certificate was issued, the day the leave was commenced

(d) Compassionate care leave must be taken in periods of not less than one (1) week's duration.

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

#### Request for Leave

- 22.06 Appropriate leave application forms must be completed and forwarded to Senior Administrative Officer.

#### Benefits During Leave

- 22.07 Employees returning to work from compassionate care leave retain any benefits accumulated prior to leave.

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

- 22.09 Compassionate care leave utilized by more than one employee for care of the same family member instance shall not exceed a total of twenty-seven (27) weeks combined.
- 22.10 Where the employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance benefits while on compassionate care leave, the employee may utilize special leave, provided that the employee has sufficient special leave credits.

#### Compassionate Care Leave Allowance

- 22.11 After completion of six (6) months continuous employment, an employee who provides the Employer with proof that they have applied for and are in receipt of Employment Insurance Compassionate Care Benefits, shall be paid a compassion care leave allowance.
- 22.12 In respect of the period of parental leave, payments of parental leave allowance will consist of the following:
- (i) For the first week, a payment equivalent to 93% of their weekly rate of pay.
  - (ii) For the period during which the employee receives Employment Insurance Compassionate Care Benefits, up to a maximum of 8 weeks, payments equivalent to the difference between the Employment Insurance Compassionate Care Benefits they are eligible to receive and 93% of their weekly rate of pay.

#### Hunting, Fishing and Harvesting Leave

- 22.13 In order to meet traditional hunting, fishing and harvesting pursuits, and subject to operational requirements, four (4) days leave without pay may be granted and not unreasonably denied with at least one (1) day notice. Employees with sufficient special leave credits may elect to receive all or part of the four (4) days of hunting, fishing and harvesting leave without pay as special leave with pay.

#### Family Abuse Leave

- 22.14 The Employer shall grant leave up to a maximum of ten (10) days, five of which will be paid and five unpaid, per calendar year, to an employee who is experiencing family abuse. This leave may be taken as consecutive or single days or half days to attend medical appointments, legal proceedings and any other necessary activity. The employee shall notify the Employer of their intention to take family abuse leave as soon as is reasonable and practicable in the circumstances.
- 22.15 Employees may elect to receive all or part of the five (5) days of family abuse leave without pay as special leave with pay. Where an employee

elects to receive family abuse leave without pay as special leave with pay and has insufficient or no special leave credits, the Employer shall advance the necessary special leave credits, subject to the deduction of such advance leave from any special leave credits subsequently earned.

- 22.16 An employee shall be entitled to unpaid family abuse leave of up to fifteen (15) weeks per year.
- 22.17 All personal information concerning family abuse will be kept confidential in accordance with relevant legislation and shall not be disclosed to any other party without the employee's written agreement or as required by law.
- 22.18 Request for family abuse leave shall be made to and granted by the Senior Administrative Officer.

## **Article 23**

### **Hours of Work**

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

## **Article 24**

### **Overtime**

24.01 In this Article:

- (a) "overtime" means work performed by an employee in excess or outside of their regularly scheduled hours of work.

For part-time employees "overtime" means all hours worked in excess of the regular hours of work for a full-time employee in the same position;

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

24.02 An employee who is required to work overtime shall be paid overtime compensation for each completed fifteen (15) minutes of overtime worked by the employee subject to a minimum payment of one (1) hour at the overtime rate when:

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

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

Allocation of Overtime

24.04 Subject to operational requirements, the Employer shall make every reasonable effort:

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

24.05 Overtime work shall be compensated as follows:

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

24.06 All overtime must be approved in advance by the Employer.

24.07 Overtime shall be paid out to an employee in compensation for extra hours worked at the applicable rate unless the Employee requests in writing time off in lieu of compensation.



Time off to a maximum of ten (10) days in lieu of compensation for overtime worker shall be banked. Lieu time off shall be taken at a time which is mutually agreed by the Employee and the Employer.

The dollar value of lieu time shall be accumulated at the applicable overtime rate and will be paid out at the end of each fiscal year.

24.08 Where employees are required to work three (3) or more hours of overtime immediately following their regularly scheduled hours of work, the employee will be entitled to a rest period without pay of at least thirty (30) minutes.

24.09 (a) An employee who works for three (3) or more hours of previously unscheduled or emergency overtime immediately prior to, or immediately after, the employee's regularly scheduled hours of work shall be reimbursed for one (1) meal in the amount of twenty-five (\$25.00) dollars, upon the provision of receipts, except where meals are being provided by the Employer.

(b) When an employee works overtime continuously beyond the period provided in (a) above, the employee shall be reimbursed for one (1) additional meal in the amount of twenty five (\$25.00) dollars for each four (4) hour period of overtime work thereafter, upon the provision of receipts, except where meals are being provided by the Employer.

## **Article 25**

### **Pay**

#### Classification and Pay

25.01 Employees are entitled to be paid for services rendered for the classification and position to which they are appointed at the pay rates specified in Appendix "A" attached.

25.02 Employees are eligible to progress from level to level within the employee's classification in Appendix "A", to the maximum level of the classification. Progression to a higher level within the classification shall be based on merit assessed in accordance with Article 30 of this agreement. Employees shall be evaluated for progression on the employee's anniversary date. In the event the employer fails to complete an assessment in accordance with Article 30, the employee shall progress on their anniversary date.

#### Payday

25.03 Employees shall be paid on every second Wednesday at 12:00. Should the payday be a designated holiday, then the cheques will be released on the day immediately preceding the holiday. Employees may choose to be paid by direct deposit.

- 25.04 Employees who are entitled to overtime compensation or allowances in addition to their regular pay shall normally receive such compensation and allowances in the pay period in which it was earned, but in any event shall receive such compensation or allowances on the following payday.
- 25.05 When overtime compensation is paid, the pay statement shall indicate the pay periods, rate of overtime and number of overtime hours.
- 25.06 Allowances are paid on an hourly basis for all regular hours worked. Nothing in this Agreement constitutes a guarantee that any employee will receive any amount of allowances in a year.

#### Acting Pay

- 25.07 When an employee is required by the Employer to perform the duties of a higher classification level on an acting basis, they shall be paid acting pay calculated as follows:
- (a) for a position covered by this Agreement, the employee shall be paid at the step of that position which is at least twelve (12%) higher than the employee's regular rate of pay, without exceeding the maximum salary rate of that position, from the date on which they commenced to act; and
  - (b) for a position not covered by this Agreement, the employee shall be paid an additional fifteen (15%) over the employee's regular salary; commencing the first scheduled work day the Employee is required to report in the acting position.

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

#### Salary Increases

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

#### Pay Recovery

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

### Plug-in Allowance

- 25.12 Where an employee is required to bring a vehicle of the Hamlet at their residence between the months of November and April inclusively, the Employer shall pay the employee a plug-in allowance. The plug-in allowance shall be of ten dollars (\$10) per week for employees residing in privately owned housing or renting a dwelling for which utilities are not subsidized and of five dollars (5\$) per week for all other employees.

## **Article 26** **Reporting Pay and Standby**

### Reporting Pay

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

### Call Back

- 26.02 If an employee is directed to report to work outside of their regularly scheduled hours of work or recalled to a place of work for a specific duty the employee shall be paid the greater of:
- (a) compensation at the overtime rate for all hours worked; or
  - (b) four (4) hour's pay at the employee's straight time rate.
- 26.03 If an employee is directed to report to work or is recalled to a place of work for a specific duty on a day of rest or a designated paid holiday, the employee shall be paid the greater of:
- (a) compensation at the applicable overtime rate for all hours worked; or
  - (b) four (4) hours pay at the applicable overtime rate.

### Standby

- 26.04 Where the Employer requires an employee to be available on standby during off-duty hours, an employee shall be entitled to a standby payment of twenty-five dollars (\$25.00) for each eight (8) consecutive hours or portion thereof that they are on standby, except on days of rest and designated paid holidays. For each period of standby on a day of rest or a Designated Paid Holiday, they shall be paid thirty dollars (\$30.00) for each eight (8) hours or portion thereof that they are required to be on standby status.
- 26.05 An employee scheduled by the Employer for standby duty shall be available during their period of standby at a known telephone number and be available to return for duty as quickly as possible if called. In scheduling employees for standby the Employer shall provide for the

equitable distribution of standby duties among readily available, qualified employees who are normally required to perform that work.

- 26.06 No standby payment shall be granted to an employee who is unable to report for duty when required.
- 26.07 An employee on standby who is required to report for work shall be paid, in addition to standby pay, the appropriate amount pursuant to Article 26.02 or 26.03, provided that the employee shall only be paid the minimum payment of four (4) hours pay at the straight time rate once during each standby payment of eight (8) consecutive hours or portion thereof.
- 26.08 Except in the case of an emergency, standby schedules shall be posted fourteen (14) days in advance of the starting date of the new schedule.
- 26.09 Standby shall be identified on the employee's pay stub.
- 26.10 One of the Employer's trucks shall be parked after hours and overnight at the standby employee's residence.

## **Article 27**

### **Job Description**

- 27.01 When an employee is first hired or when an employee is reassigned to another position in the Bargaining Unit, the Employer shall, before the employee is assigned to that position, provide the employee with a written Job Description of the position to which they are assigned.
- 27.02 Upon written request, an employee shall be entitled to a complete and current Job Description of their position.

## **Article 28**

### **Classification**

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

## **Article 29**

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

- 29.01 All vacant positions coming within the scope of this Agreement, which are required to be filled shall be posted internally for seven (7) days

prior to being posted externally. The job posting shall state the job classification, rate of pay, shift and required qualifications for the job. An employee who wishes to apply for a position so posted shall do so on or before the closing date as advertised on the posting.

- 29.02 In making selections, promotions and appointments where the required qualifications, skills and abilities of an applicant demonstrably exceed those of more senior applicants, that applicant may be awarded the position. Otherwise, the senior qualified applicant shall be awarded the position.
- 29.03 Upon completion of a competition and a candidate has been offered and accepted a position, the Employer will then notify all other candidates, by letter, of the winner of the competition. Should any of the candidates have any queries as to why they did not receive the position, they may contact the Employer who will then answer any questions regarding that particular candidate's performance.
- 29.04 If an employee is transferred to a position outside the Bargaining Unit, they shall retain their seniority accumulated up to the date of leaving the Unit, but will not accumulate further seniority. Such employee shall have the right to return to a position in the Bargaining Unit consistent with their seniority accumulated up to the date of transfer outside the Unit.

## **Article 30**

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

- 30.01 When a formal review of an employee's performance is made, the employee concerned shall be given the opportunity to discuss, then sign the review form in question to indicate that its contents have been read and understood. The employee shall also be given the opportunity to provide written comments to be attached to their performance appraisal and may use the grievance procedure in Article 33 to correct any alleged factual inaccuracies in their performance appraisal.
- 30.02 The formal review of an employee's performance shall also incorporate an opportunity for the employee to state their career development goals.
- 30.03 The Employer's representative who assesses an employee's performance must have observed the employee's performance for at least one-half ( $\frac{1}{2}$ ) of the period for which the employee's performance is evaluated or have input from another person who has so observed the employee.
- 30.04 The Employer agrees not to introduce as evidence in the case of promotional opportunities or disciplinary action any document from the file of an employee, the existence of which the employee was not

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

- 30.05 Upon written request of an employee, the personnel file of that employee shall be made available for their examination at reasonable times in the presence of an authorized representative of the Employer.
- 30.06 Only one file per employee for the purpose of performance evaluation and discipline shall exist.
- 30.07 Any document or written statement related to disciplinary action which may have been placed on the personnel file of an employee, shall be destroyed after eighteen (18) months have elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period.

### **Article 31** **Harassment**

- 31.01 The Employer, the employees and the Union recognize the right of all persons employed by the Employer to work in an environment free from unwanted personal harassment, sexual harassment or abuse of authority, and agree that any of the aforementioned actions will not be tolerated in the workplace.
- 31.02 “Personal harassment” means any vexatious behaviour in the form of repeated and hostile or unwanted conduct, verbal comments, actions or gestures that affects an employee’s dignity or psychological or physical integrity and that results in a harmful work environment for the employee by a person employed by the Employer that is directed at and is offensive to another person employed by the Employer which the first person knew or ought reasonably to have known would be unwelcome.
- 31.03 “Abuse of authority” means an individual’s improper use of power and authority inherent in the position held, by means of intimidation, threats, blackmail or coercion. This comprises actions which endanger an employee’s job, undermine an employee’s ability to perform the job or threatens the economic livelihood of an employee.
- 31.04 Sexual harassment is defined as any conduct, gesture or contact of a sexual nature that:
  - (a) is likely to cause offence or humiliation; or
  - (b) that might, on reasonable grounds, be perceived by an employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.

- 31.05 A grievance under this Article may be initiated at any step of the grievance procedure. A grievance under this Article will be handled with all possible confidentiality and dispatch.
- 31.06 Cases of proven unwanted personal harassment, sexual harassment or abuse of authority by a person employed by the Employer is considered a disciplinary infraction and will be dealt with as such. Reasonable exercise of management duties is not an abuse of authority.

## **Article 32**

### **Workplace Violence**

- 32.01 "Workplace violence" means any incident in which an employee is abused, threatened or assaulted during the course of their employment, and includes but is not limited to all forms of harassment, bullying, intimidation and intrusive behaviours of a physical or emotional nature.
- 32.02 Every employee is entitled to a work environment free of workplace violence.
- 32.03 The Employer with the support of all employees will make every reasonable effort to ensure that no employee is subjected to workplace violence.
- 32.04 No employee shall be required to perform work at any worksite under circumstances of workplace violence by third parties. The Employer shall take appropriate remedial measures in such situations.
- 32.05 Complaints of workplace violence may be brought to the attention of the Employer at any level of management appropriate to the circumstances. An employee may be assisted by the Union in making a complaint.
- 32.06 The Employer will not disclose the name of the complainant or the circumstances related to the complaint to any person except where disclosure is necessary for the purposes of investigating the complaint or taking disciplinary measures in relation thereto.
- 32.07 The Employer shall post the workplace violence policy on workplace and public bulletin boards in the Employer's facilities.

## **Article 33**

### **Adjustment of Disputes**

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

#### Representation

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

#### Procedure

- 33.05 Except as otherwise provided in this Agreement, a grievance shall be processed by recourse to the following steps:
- (a) First Level (foreperson or first level management);
  - (b) Second Level (Senior Administrative Officer);
  - (c) Third Level (Hamlet Council or Committee of Council);
  - (d) Final Level (Arbitration).
- 33.06 The Labour/Management Committee will have ten (10) working days to attempt to resolve the matter prior to it being referred to Arbitration;
- 33.07 An employee or the Union who wishes to present a grievance at any prescribed level of the grievance procedure shall transmit this grievance in writing to the Employer who shall forthwith:
- (a) forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate level; and
  - (b) provide the employee and the Union with a receipt stating the date on which the grievance was received by the Employer.
- 33.08 The Union shall have the right to consult with the Employer with respect to a grievance at each or any level of the grievance procedure.
- 33.09 An employee may, by written notice to the Manager, withdraw a grievance provided that, where the grievance is one arising out of the application or interpretation of this Agreement their withdrawal has the endorsement, in writing, of the Union.

#### Time Limits



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

#### Dismissal

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

#### Arbitration

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

- (b) The Arbitrator shall hear and determine the difference or allegation and shall issue a decision and that decision is final and binding upon the parties and upon any employee affected by it.
  - (c) The award of the arbitrator shall be signed by the arbitrator and copies thereof shall be transmitted to the parties to the dispute.
- 33.18 The arbitrator shall not have the authority to alter or amend any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or to render any decision contrary to the terms and provisions of this Agreement, or to increase or decrease wages.
- 33.19 The Employer and the Union shall each pay one-half (1/2) of the remuneration and expenses of the arbitrator and each party shall bear its own expenses for every such arbitration.
- 33.20 Where a party has failed to comply with any of the terms of the decision of the Arbitrator, either party or employee affected by the decision may, after the expiration of fourteen (14) calendar days from the date of the release of the decision or the date provided in the decision for compliance, whichever is later, file in the office of the Clerk of the Federal Court of Canada, a copy of the decision, exclusive of the reason therefore in the prescribed form, whereupon the decision may be entered in the same way as the judgement or an order of that court and may be enforceable as such.

### **Article 34**

#### **Suspension and Discipline**

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

### **Article 35**

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

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

## **Article 36** **Safety and Health**

### Provision of Legislation and Employer's Policies

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

### First Aid Training

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

### Protective Clothing

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

### Reporting Damages and Injuries

- 36.04 Employees are required to report any injury that occurs at the workplace, however minor, to their supervisor immediately or as soon as practicable.
- 36.05 Employees must report any damage observed on any property, assets, vehicles, tools, equipment owned by the Employer to their immediate supervisor at the earliest opportunity.

## **Article 37** **Civil Liability**

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

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

**Article 38**  
**Cooling Off Period - 2 Working Days**

- 38.01 An employee who wilfully terminated their employment as a result of a misunderstanding or argument shall be allowed to return to work and remain employed if they do so within two (2) working days, excluding the day of the incident. This provision shall apply only once per employee in each calendar year.

**Article 39**  
**Lay-off and Job Security**

- 39.01 Lay-offs will be made when necessary on the basis of the reverse order of seniority and qualifications within the affected classification (i.e. employees with the least seniority within the classification will be laid off first providing those remaining have the qualifications to perform the work.)
- 39.02 A person ceases to be a lay-off if they are not appointed to a position within twelve (12) months from the date on which they became a lay-off.

- 39.03 Before an employee is laid off, the employee and the Union shall be given written notice of not less than:
- (a) two (2) weeks, if the employee has been employed by the Employer for less than three (3) years, and
  - (b) an additional week for each additional year of employment, to a maximum of eight (8) weeks.
  - (c) The above notice shall not apply where the employee is temporarily laid off from work.
- 39.04 Recall from lay-off shall be made on the basis of seniority and qualifications (i.e. the senior employee who has the required qualifications for the job, will be recalled first.)
- 39.05 The Employer shall give notice of recall personally or by registered mail.
- (a) Where notice of recall is given personally, the Employer shall deliver in duplicate a letter stating that the employee is recalled. In this instance, notice of recall is deemed to be given when served.
  - (b) Where notice of recall is given by registered mail, notice is deemed to be given three (3) days from the date of mailing.
- 39.06 The employee shall return to work within seven (7) calendar days of receipt of notice of recall, unless, on reasonable grounds they are unable to do so.

## **Article 40** **Apprentices**

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

4-year training programs

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

3-year training programs

year 1	60%
year 2	70%
year 3	80%

2-year training programs

year 1	65%
year 2	80%

1-year training programs

year 1	70%
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- (e) Apprentices shall be entitled to the benefits and terms and conditions of employment of this Agreement while they are working for the Employer.
- (f) Where an apprentice fails after two (2) attempts to successfully complete a trade training course, a recommendation may be made to the Superintendent of the Apprenticeship Board to cancel their contract and the apprentice may be terminated.
- (g) Upon successful completion of the Apprenticeship Program, the Employer will make every reasonable effort to provide the apprentice with a permanent full-time position in the area of their trade. All time spent as an apprentice shall count toward service.

## **Article 41** **Trades**

41.01 The provision of this Article shall apply to all positions in the Labour and Trades classifications.

### Wash-up Time

41.02 Labour and Trades 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.

### Work Clothing and Protective Equipment

41.03 The Employer will provide and replace as required the following items of protective clothing:

- (a) Parka and wind pants (or two pairs of thermal coveralls, for municipal workers picking garbage)
  - generally any employee whose job requires prolonged or frequent exposure to extreme temperature and dirty working conditions.
  - specifically any labourers, arena workers, bylaw officers, and mechanics
- (b) Safety and outdoor boots

- any employee required to wear safety footwear or who is exposed to prolonged or frequent exposure to weather will be reimbursed, on production of receipts, to a maximum of two hundred (\$200) dollars per fiscal year.
- (c) (i) Winter waterproof insulated gloves
  - Labourers, bylaw officers
- (ii) Winter insulated gloves
  - arena staff, mechanics
- (d) Summer gloves
  - all Labourers, less frequent number of pairs to operators and mechanics
- (e) Rain suits
  - Labourers
- (f) Two pairs of summer coveralls
  - Labourers

#### Tools

- 41.04 When an employee wishes to purchase hand tools to perform their duties the Employer agrees to purchase, to a limit of two hundred dollars (\$200.00), the hand tools for the employee and then deduct from the employee's wages, over a period of time to be mutually agreed upon, the price of the hand tools paid by the Employer.
- 41.05 The Employer agrees to replace worn out, or broken tools used and owned by Journey-level tradesperson and Apprentices in the regular performance of their work. Whenever replacement is made, the new tool will be of a similar quality as the initial tool. In situations where highly specialized tools not normally associated with a Journey-level tradesperson's tool kit are required, they will be provided by the Employer, who will retain ownership of them. If the employee is using the tools away from the Employer worksite, the replacement costs will be pro-rated according to the division of time where the tools are used else where. Any dispute will be resolved by the Labour/Management Committee.

### **Article 42**

#### **Pension and Group Benefit Plans**

- 42.01 The Northern Employee Benefits Services (NEBS) Pension Plan is a term and condition of employment for all eligible employees.
- 42.02 The Northern Employee Benefits Services (NEBS) Group Benefit Plan (i.e. Basic Group Life Insurance, Accidental Death, Disease &

Dismemberment, Dependents Insurance, and Long Term Disability) is a term and condition of employment for all eligible employees.

- 42.03 The Northern Employee Benefits Services (NEBS) Extended Health Care and Dental Insurance plans are optional plans available to each individual eligible employee.
- 42.04 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.
- 42.05 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.
- 42.06 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.
- 42.07 All issues concerning the pension and insurance plans, including issues of premiums and eligibility for benefits, are determined by the pension and insurance plan providers.

## **Article 43**

### **Housing Allowance**

#### Housing

- 43.01 Effective April 1, 2023, full-time employees residing in privately owned housing or renting a dwelling, the rent of which is unsubsidized shall receive housing allowance at the following rates:
- April 1, 2023 - \$ 7,502.98
  - April 1, 2024 - \$7,671.80
  - April 1, 2025 - \$7,844.41
  - April 1, 2026 - \$ 8020.91
- 43.02 Housing allowance shall be divided by 2080 for employees whose normal hours of work are a maximum of eight (8) hours, and 1950 hours for employees whose normal hours are a maximum of seven and one-half (7½) hours. These hourly rates shall be applied to all straight time hours worked by employees.
- 43.03 Housing allowance shall be only given to one person per household where two or more members of a household work for the Employer,



or where a member of the household receives this subsidy through another employer.

- 43.04 Employees are responsible for advising the Employer of any changes in their housing situation affecting their eligibility for housing allowance within 60 days of the change. The Employer will implement the changes within 60 days of notification.

## **Article 44** **Settlement Allowance**

- 44.01 Effective April 1, 2023, the Employer shall pay each employee a settlement allowance at the following rates:

- April 1, 2023 - \$ 10,971.51
- April 1, 2024 - \$ 11,218.37
- April 1, 2025 - \$10, 11,470.78
- April 1, 2026 - \$ 11,728.87

- 44.02 The appropriate settlement allowance rate shall be divided by 2080 for employees whose normal hours of work are eight (8) hours per day; and by 1950 hours for employees whose normal hours of work are seven and one-half (7½) hours per day. These hourly rates shall be applied to all straight time hours worked by employees.

## **Article 45** **Weather Conditions**

- 45.01 When employees report to work but are unable to perform their duties due to weather conditions and are thereby not required to work, they shall be paid their full days pay.
- 45.02 Where weather conditions are such that an employee is unable to report for work as a result of adverse weather conditions, they shall be paid as if they had worked, to a maximum of three (3) days. Should adverse weather conditions persist for more than three (3) days, the employee's absences will be charged against their special leave credits.

If adverse weather conditions clear up during an employees normal hours of work, the employee shall report for duty and continue working, at straight time rates, until the earlier of their normal hours of work are completed or 8:00 p.m.

### Emergency Conditions

- 45.03 Except in emergency conditions, the employees shall not be required to work under adverse weather conditions.

- 45.04 An employee required to work in an emergency under extreme adverse weather conditions will be paid at time and a half (1½) for all hours worked outside under these conditions.
- 45.05 Adverse weather conditions occur when the SAO and the foreperson, in meaningful consultation with outside workers and making best efforts to reduce risks to the health and safety of employees, determine that adverse conditions (such as reduced visibility, high winds, blowing snow and extreme cold) require the shutting down of delivery operations other than those operations required for emergency situations.

## **Article 46**

### **Technological Change**

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

## **Article 47**

### **Security of Agreement**

#### Future Legislation

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

#### Conflict of Provisions

- 47.02 Where there is any conflict between the provision 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 48**

### **Outside Employment**

#### Employment Outside Regularly Scheduled Hours of Duty

- 48.01 Where an employee wishes to carry on any business or employment outside their regularly scheduled hours of duty they shall notify the Employer in writing of the nature of such business or employment and shall not commence such business or employment without the consent of the Employer. The employee shall interpret no written notice within ten (10) working days as consent.
- 48.02 When the Employer does not consent to an employee's engagement in business or employment outside their regularly scheduled hours of duty such employee will be notified in writing together with the reason for withholding such permission and recourse to the grievance procedure may be taken.
- 48.03 Employees are prohibited from carrying on any business or employment outside their regularly scheduled hours of duty when such business or employment is such that:
- (a) a conflict of duties may develop between an employee's regular work and their outside interests;
  - (b) and certain knowledge and information available only to Employer personnel place the individual in a position where they can exploit the knowledge or information for personal gain.

## **Article 49**

### **Social Justice Fund**

- 49.01 The Employer shall contribute one (1) cent per regular hour worked to the PSAC Social Justice Fund and such contribution shall be made for all regular hours worked by each employee in the Bargaining Unit. Contributions to the Fund will be made quarterly, in the middle of each month immediately following completion of each fiscal quarter year, and such contributions remitted to the PSAC National Office. Contributions to the Fund are to be utilized strictly for the purposes specified in the Letters Patent of the PSAC Social Justice Fund.

## **Article 50**

### **Re-opener of Agreement**

- 50.01 This Agreement may be amended by mutual consent.

## **Article 51**

### **Duration and Renewal**

51.01 The term of this Agreement shall be from April 1, 2023 until March 31, 2027.

All provisions of this Agreement shall apply as of April 1, 2023, unless another date is specifically stated.

51.02 Notwithstanding Article 51.01, the provisions of this Agreement, including the provisions for the adjustment of disputes in Article 33, 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.

51.03 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*.

51.04 Where notice to bargain collectively has been given under Article 51.03, 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.

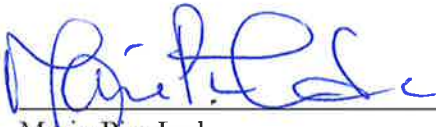
Signed at Baker Lake, Nunavut on June 15, 2023 by the parties:

**Hamlet of Baker Lake**

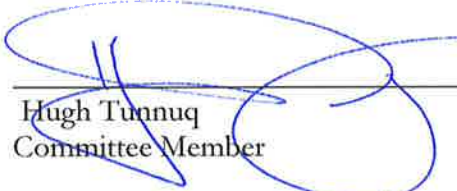
**Public Service Alliance of Canada**


  
Sheldon Dorey  
Senior Administrative Officer

  
Josée-Anne Spirito  
REVP – North

  
Marie-Pier Leduc  
Negotiator

  
Timothy Tunguaq  
Committee Member

  
Hugh Tunnuq  
Committee Member

  
Frances Baroutoglou  
Negotiator

## Schedule “A” Rates of Pay

**April 1, 2023**

**2.50%**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b><u>Trades and Labour</u></b>					
Heavy Equipment Mechanic	\$38.12	\$39.94	\$41.84	\$43.81	\$45.92
HEO - Airport Maintainer	\$31.53	\$32.83	\$34.52	\$36.16	\$37.83
Municipal Truck Driver	\$28.82	\$29.58	\$31.52	\$32.96	\$34.48
Waste Facility Operator	\$28.82	\$29.58	\$31.52	\$32.96	\$34.48
Municipal Worker	\$22.96	\$23.99	\$25.06	\$26.18	\$27.41
Custodial Worker	\$18.18	\$18.99	\$19.83	\$20.71	\$21.65
Arena Manager/Maintainer	\$28.78	\$30.61	\$32.02	\$33.53	\$35.08
Asst. Arena Manager/Maintainer	\$23.08	\$24.46	\$25.57	\$26.73	\$27.94
Maintenance	\$36.75	\$37.89	\$39.09	\$40.32	\$41.43
Trades Helper	\$18.02	\$18.82	\$19.64		
<b><u>Office and Clerical</u></b>					
Clerk I	\$29.35	\$30.70	\$32.10	\$33.58	\$35.15
Clerk II	\$33.33	\$34.17	\$35.15	\$36.17	\$37.21
By-Law Officer	\$22.97	\$24.00	\$25.08	\$26.21	\$27.41
Lands Officer	\$27.79	\$29.04	\$30.37	\$31.79	\$33.26
Economic Development Officer	\$34.10	\$35.39	\$36.64	\$38.07	\$39.57
Community Liaison Officer	\$27.02	\$28.27	\$29.55	\$30.90	\$34.08
Recreation Coordinator	\$30.61	\$32.02	\$33.53	\$35.08	\$36.72
Alcohol & Drug Coordinator	\$25.38				
Alcohol & Drug Worker	\$17.61				

## Schedule “A” Rates of Pay

April 1, 2024

2.25%

	Step 1	Step 2	Step 3	Step 4	Step 5
<b><u>Trades and Labour</u></b>					
Heavy Equipment Mechanic	\$38.98	\$40.84	\$42.78	\$44.80	\$46.95
HEO - Airport Maintainer	\$32.24	\$33.57	\$35.30	\$36.97	\$38.68
Municipal Truck Driver	\$29.47	\$30.25	\$32.23	\$33.70	\$35.26
Waste Facility Operator	\$29.47	\$30.25	\$32.23	\$33.70	\$35.26
Municipal Worker	\$23.48	\$24.53	\$25.62	\$26.77	\$28.03
Custodial Worker	\$18.59	\$19.42	\$20.28	\$21.18	\$22.14
Arena Manager/Maintainer	\$29.43	\$31.30	\$32.74	\$34.28	\$35.87
Asst. Arena Manager/Maintainer	\$23.60	\$25.01	\$26.15	\$27.33	\$28.57
Maintenance	\$37.58	\$38.74	\$39.97	\$41.23	\$42.36
Trades Helper	\$18.43	\$19.24	\$20.08		
<b><u>Office and Clerical</u></b>					
Clerk I	\$30.01	\$31.39	\$32.82	\$34.34	\$35.94
Clerk II	\$34.08	\$34.94	\$35.94	\$36.98	\$38.05
By-Law Officer	\$23.49	\$24.54	\$25.64	\$26.80	\$28.03
Lands Officer	\$28.42	\$29.69	\$31.05	\$32.51	\$34.01
Economic Development Officer	\$34.87	\$36.19	\$37.46	\$38.93	\$40.46
Community Liaison Officer	\$27.63	\$28.91	\$30.21	\$31.60	\$34.85
Recreation Coordinator	\$31.30	\$32.74	\$34.28	\$35.87	\$37.55
Alcohol & Drug Coordinator	\$25.95				
Alcohol & Drug Worker	\$18.01				

## Schedule "A" Rates of Pay

April 1 2025

2.25%

	Step 1	Step 2	Step 3		Step 4	Step 5
<b><u>Trades and Labour</u></b>						
Heavy Equipment Mechanic	\$39.86	\$41.76	\$43.74		\$45.81	\$48.01
HEO - Airport Maintainer	\$32.97	\$34.33	\$36.09		\$37.80	\$39.55
Municipal Truck Driver	\$30.13	\$30.93	\$32.96		\$34.46	\$36.05
Waste Facility Operator	\$30.13	\$30.93	\$32.96	\$34.46	\$36.05	
Municipal Worker	\$24.01	\$25.08	\$26.20		\$27.37	\$28.66
Custodial Worker	\$19.01	\$19.86	\$20.74		\$21.66	\$22.64
Arena Manager/Maintainer	\$30.09	\$32.00	\$33.48		\$35.05	\$36.68
Asst. Arena Manager/Maintainer	\$24.13	\$25.57	\$26.74		\$27.94	\$29.21
Maintenance	\$38.43	\$39.61	\$40.87		\$42.16	\$43.31
Trades Helper	\$18.84	\$19.67	\$20.53			
<b><u>Office and Clerical</u></b>						
Clerk I	\$30.69	\$32.10	\$33.56		\$35.11	\$36.75
Clerk II	\$34.85	\$35.73	\$36.75		\$37.81	\$38.91
By-Law Officer	\$24.02	\$25.09	\$26.22		\$27.40	\$28.66
Lands Officer	\$29.06	\$30.36	\$31.75		\$33.24	\$34.78
Economic Development Officer	\$35.65	\$37.00	\$38.30		\$39.81	\$41.37
Community Liaison Officer	\$28.25	\$29.56	\$30.89		\$32.31	\$33.63
Recreation Coordinator	32	33.48	35.05		36.68	38.39
Alcohol & Drug Coordinator	\$26.53					
Alcohol & Drug Worker	\$18.42					



## Schedule “A” Rates of Pay

April 1 2026			2.25%		
	Step 1	Step 2	Step 3	Step 4	Step 5
<b><u>Trades and Labour</u></b>					
Heavy Equipment Mechanic	\$40.76	\$42.70	\$44.72	\$46.84	\$49.09
HEO - Airport Maintainer	\$33.71	\$35.10	\$36.90	\$38.65	\$40.44
Municipal Truck Driver	\$30.81	\$31.63	\$33.70	\$35.24	\$36.86
Waste Facility Operator	\$30.81	\$31.63	\$33.70	\$35.24	\$36.86
Municipal Worker	\$24.55	\$25.64	\$26.79	\$27.99	\$29.30
Custodial Worker	\$19.44	\$20.31	\$21.21	\$22.15	\$23.15
Arena Manager/Maintainer	\$30.77	\$32.72	\$34.23	\$35.84	\$37.51
Asst. Arena Manager/Maintainer	\$24.67	\$26.15	\$27.34	\$28.57	\$29.87
Maintenance	\$39.29	\$40.50	\$41.79	\$43.11	\$44.28
Trades Helper	\$19.26	\$20.11	\$20.99		
<b><u>Office and Clerical</u></b>					
Clerk I	\$31.38	\$32.82	\$34.32	\$35.90	\$37.58
Clerk II	\$35.63	\$36.53	\$37.58	\$38.66	\$39.79
By-Law Officer	\$24.56	\$25.65	\$26.81	\$28.02	\$29.30
Lands Officer	\$29.71	\$31.04	\$32.46	\$33.99	\$35.56
Economic Development Officer	\$36.45	\$37.83	\$39.16	\$40.71	\$42.30
Community Liaison Officer	\$28.89	\$30.23	\$31.59	\$33.04	\$36.43
Recreation Coordinator	\$32.72	\$34.23	\$35.84	\$37.51	\$39.25
Alcohol & Drug Coordinator	\$27.13				
Alcohol & Drug Worker	\$18.83				

# MEMORANDUM OF UNDERSTANDING

between:

**PUBLIC SERVICE ALLIANCE OF CANADA**

- and -

**HAMLET OF BAKER LAKE**

RE: Third-Party Funded Positions

**The Parties agree the following forms part of the Agreement:**

1. This Memorandum of Understanding shall not apply to any position listed in Appendix A – Rates of Pay.
2. Wages and benefits for employees who work in a Third-Party Funded position shall be limited to the amount of wages and benefits outlined in the funding agreement between the Employer and the third party, and the provisions of the *Labour Standards Act*, except for Designated Paid Holidays which will follow Article 15.01;
3. Employees hired in a Third-Party Funded position, with reasonable notification to the Senior Administrative Officer, shall be able to examine the Third-Party Funded contract under which they are hired and shall be allowed to make copies of such contract.
4. In the event of a new hire(s) under a new Third-Party Funded contract which Employer anticipates to be renewed from year to year and which provides for continuous employment of at least one year (e.g. transfer of additional government services from the Nunavut Government to the Hamlet), the Employer will notify the Union prior to any hiring. The Parties will meet within thirty (30) days to discuss and negotiate the wages and benefits of the new position(s), and whether the position(s) should be listed in Appendix A – Rates of Pay.

In the event the Union and the Employer are unable to agree on the wages and benefits and whether the position is on or off Appendix A – Rates of Pay, the Employer may implement the wages and benefits of the new position(s), and the Union may refer the dispute to arbitration within sixty (60) days.

# MEMORANDUM OF UNDERSTANDING

between:

**PUBLIC SERVICE ALLIANCE OF CANADA**

- and -

**HAMLET OF BAKER LAKE**

Re: Maintenance and Cleanliness of Facilities

The Hamlet of Baker Lake will be responsible for ensuring the bi-weekly cleaning and maintenance of the washroom facilities at the Town Garage and Three Bay Garage.

# MEMORANDUM OF UNDERSTANDING

between

THE HAMLET OF BAKER LAKE

and

THE PUBLIC SERVICE ALLIANCE OF CANADA

Re: Translation of Collective Agreement – Article 12.05

The Union will be provided with a collective agreement that has been translated into the local dialect of Inuktitut no later than one hundred and twenty (120) days after receiving a final English copy of the new collective agreement ratified by both parties.

The Employer will be responsible for the provision and cost of translation which shall be reviewed and proofread by a Union representative. Once the translation has been agreed to by both parties, the Union will be responsible for the production of sufficient copies for the Union membership.

**MEMORANDUM OF AGREEMENT**

**between**

**HAMLET OF BAKER LAKE  
(the “Employer”)**

**and**

**PUBLIC SERVICE ALLIANCE OF CANADA  
(the “Union”)**

**Re: Vacation Leave Carry-Over**

**WHEREAS** the Employer has not enforced Article 17.05 of the Collective Agreement for the life of the Collective Agreement expiring on March 31, 2019;

**WHEREAS** employees have accumulated a significant amount of vacation leave credits which have not been paid out in accordance with Article 17.05;

**AND WHEREAS** the Employer wishes to resume the enforcement of Article 17.05;

**NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:**

- 1) The Employer shall allow employees on strength to carry over any vacation leave credits accrued up to March 31, 2021 to the fiscal year starting on April 1st, 2021, and Article 17.05 of the Collective Agreement shall not apply.
- 2) As of April 1, 2022, employees shall not be permitted to carry over more than one year’s vacation leave credits in accordance with Article 17.05 of the Collective Agreement, except for the vacation leave credits accrued up to March 31, 2021.

**MEMORANDUM OF AGREEMENT**

**between**

**HAMLET OF BAKER LAKE  
(the “Employer”)**

**and  
PUBLIC SERVICE ALLIANCE OF CANADA  
(the “Union”)**

**WHEREAS** the Employer has employed the same individual, without interruption, as a casual Trades Helper excluded from the bargaining unit since August 21, 2016;

**NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:**

- 1) Effective March 31st, 2019, Schedule “A” shall be amended as follows:

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
<b>Trades Helper</b>	16.48	17.21	17.96

- 2) For the purpose of seniority and continuous service, the current incumbent of the Trades Helper position shall be deemed to have been hired on a part-time indeterminate basis effective on February 21, 2017, and their seniority and continuous service shall be recognized accordingly.
- 3) For the purpose of eligibility for participation in the NEBS Pension Plan and Group Benefits Plan, as detailed in Article 42 of the Collective Agreement, the current incumbent of the Trades Helper position shall be deemed to have been hired on a full-time indeterminate basis effective on the date of ratification of the Collective Agreement, and the Employer shall waive any waiting period to become a member of the plan.
- 4) Effective April 1st, 2019, the current incumbent of the Trades Helper position shall be entitled to all other benefits of the Collective Agreement, including but not limited to wages, allowances and leave credits.
- 5) The current incumbent of the Trades Helper position shall be hired on a full-time indeterminate basis on the date of ratification.