

Collective Agreement

between

Hamlet of Kugaaruk
(the “**Employer**”)

and

Public Service Alliance of Canada
(as represented by its agent, **Nunavut Employees’ Union**)
(the “**Union**”)

Union

Nunavut Employees Union
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Employer

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Article 1

Purpose of Agreement

- 1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees, and the Union, to set forth the terms and conditions of employment relating to pay, hours of work, employee benefits, and general working conditions affecting employees covered by this Agreement.
- 1.02 The parties to this Agreement share a desire to improve the quality, to promote the well-being, and increase the productivity of the employees to develop and achieve a relationship among the Union, the Employer, and the employees which will be conducive to their mutual well being and to the end that the Employer will be well and efficiently served. Accordingly the parties are determined to establish, within the framework provided by law, an effective working relationship at the workplace in which members of the Bargaining Unit are employed.

Article 2

Interpretation and Definitions

- 2.01 For the purpose of this Agreement:
- (a) "Abandonment of Position" occurs when an employee is absent without leave and does not contact the Employer, for a period of three (3) consecutive working days, except when the employee is unable to contact the Employer before or during the absence;
 - (b) "Agreement" means this Collective Agreement;
 - (c) "Allowance" means compensation payable to an employee in addition to their regular remuneration payable for the performance of the duties of their position;
 - (d) "Bargaining Unit" means all Kugaaruk full-time, part-time and seasonal employees employed by the Hamlet of Kugaaruk, Nunavut, excluding the Senior Administrative Officer, the Assistant Senior Administrative Officer (Office Manager), the Director of Finance and casual employees;
 - (e) "Casual Employee" means an employee employed for work of a temporary nature not exceeding four (4) months, unless mutually agreed upon by the parties;

- (f) "Continuous Employment/Service" means uninterrupted employment with the Employer; and
 - (i) with reference to re-appointment of a lay-off their employment in the position held by them at the time they were laid off, and their employment in the position to which they were appointed shall constitute continuous employment;
 - (ii) where an employee other than a Casual Employee ceases to be employed for a reason other than discharge for just cause, abandonment of position or rejection on probation, and is re-employed within a period of one (1) month, their periods of employment shall be considered as continuous employment;
- (g) "Day of Rest" in relation to an employee means a day other than a General Holiday on which that employee is not ordinarily required to perform the duties of their position other than by reason of their being on leave;
- (h) "Demotion" means the appointment of an employee for reasons of misconduct, incompetence, or incapacity, to another position for which the rate of pay is less than that of their former position;
- (i) "Employee" means a member of the Bargaining Unit;
- (j) "Employer" means Hamlet of Kugaaruk ;
- (k) "Fiscal Year" means the period of time from April 1st in one year to March 31st in the following year;
- (l) "Full-time Employee" means an employee whose normally scheduled hours of work each week on a continuing basis is the standard work week;
- (m) "Grievance" means a complaint in writing that an employee, group of employees or the Union submits to the Employer, or that the Employer submits to the Union, to be processed through the grievance procedure;
- (n) "General Holiday" means the twenty-four (24) hour period commencing at 12:01 a.m. of a day designated as a General Holiday in this Agreement;
- (o) "Hamlet Council" means the Hamlet Council of Kugaaruk;
- (p) "Leave" means absence from duty either with or without pay, with the Employer's permission;

- (q) "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 or insurance premium;
- (r) "Part-time Employee" means an employee whose normally scheduled hours of work each week on a continuing basis is less than the standard work week for full-time employees;
- (s) "Probation" means the period of six (6) months from the day upon which an employee is first hired or the period of three (3) months after an employee is transferred or promoted, **unless the period is extended as provided in this Agreement**. If an employee does not successfully complete **their** probationary period on transfer or promotion then the employee shall be reinstated to **their** former position or another position comparable to **their** former position provided such positions are available;
- (t) "Promotion" means the appointment of an employee to a new position, the maximum rate of pay of which exceeds that of their former position;
- (u) "PSAC" means the Public Service Alliance of Canada;
- (v) "Representative" means a person who is authorized to represent the Union;
- (w) "Seasonal Employee" means an employee employed for work of a recurring nature for a portion of a year, during any calendar year;
- (x) "Term Employee" means an employee hired for a fixed period no longer than one (1) year, or pursuant to an external funding agreement between the Hamlet and a third party;
- (y) "Transfer" means the appointment of an employee to a new position, that does not constitute a promotion or demotion;
- (z) "Union" means the Public Service Alliance of Canada, as represented by its agent the Nunavut Employees Union.

Interpretation Act

2.02 Except as otherwise provided in this Agreement, expressions used in this Agreement, if defined in the *Interpretation Act*, but not defined elsewhere in this Agreement have the same meaning as given to them in the *Interpretation Act*.

Number and Gender

- 2.03 **Throughout this Agreement, expressions referring to employees are meant for all employees, regardless of their gender.**

May, Shall and Will

- 2.04 "May" shall be regarded as permissive and "Shall" and "Will" as imperative.

Article 3
Management Rights

- 3.01 The Union acknowledges that the management of the operations is vested exclusively in the Hamlet, unless otherwise provided by this Agreement. The Hamlet reserves all rights not specifically restricted, altered or in conflict with the provisions of this Agreement, including the right to maintain order, discipline and efficiency.
- 3.02 The Employer shall exercise its rights in a manner which is fair, reasonable, in good faith, and consistent with the terms of this Agreement.

Article 4
Recognition

- 4.01 The Employer recognizes the Public Service Alliance of Canada as the exclusive bargaining agent for all employees in the Bargaining Unit.

Article 5
Application

- 5.01 The provisions of this Agreement apply to the Union, employees and the Employer.
- 5.02 Part-time, seasonal, **and** term employees hired through third party funding agreements are entitled to any benefits provided under this Agreement, subject to the requirements of the Employer's benefits carrier policy, and in the same proportion as their weekly hours of work compare to the standard work week appropriate to operations or administrative personnel as the case may be.

Article 6
Future Legislation

- 6.01 In the event that any law passed by Parliament or the Legislative Assembly of Nunavut renders null and void or alters any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement. When this occurs the Agreement shall be re-opened upon the request of either party and negotiations shall commence with a view to finding an appropriate substitute for the annulled or altered provision only. In the event the parties cannot agree, the matter may be referred to arbitration.

Conflict of Provisions

- 6.02 Where there is any conflict between the provisions of this Agreement and any regulation, direction or other document dealing with the terms and conditions of employment issued by the Employer, the provisions of this Agreement shall prevail.

Article 7
Strikes and Lockouts

- 7.01 During the life of this Agreement, the Union agrees that there will be no strikes, including no slow-downs or stoppages of work, either complete or partial, and the Hamlet agrees that there will be no lock-outs.
- 7.02 No employee shall be disciplined by the Employer for refusing to cross a legal picket line.

Article 8
Human Rights

Freedom from Discrimination

- 8.01 The Employer, the Union, and the employees agree that there shall be no discrimination of any employee by reason of race, colour, ancestry, ethnic origin, citizenship, place of origin, creed, religion, age, disability, sex, sexual orientation, **gender identity or expression**, marital status, family status, pregnancy, lawful source of income, conviction for which a pardon has been granted to interference, restriction, or coercion exercised or practised with respect to union membership or activity, or for exercising their rights under this Agreement.

Freedom from Sexual Harassment

- 8.02 "Sexual harassment" means any conduct, comment, gesture or contact of a sexual nature
- (a) that is likely to cause offence or humiliation to any employee;

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

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

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

8.05 Complaints of sexual harassment may be brought to the attention of the Employer at any level of management appropriate to the circumstances. An employee may be assisted by the Union in making a complaint.

8.06 The Employer will not disclose the name of the complainant or the circumstances related to the complaint to any person except where necessary for the purposes of investigating the complaint, taking remedial measures in relation thereto, or as required by law.

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

Freedom from Workplace Violence

8.08 "Workplace violence" means any incident in which an employee is abused, threatened or assaulted during the course of his or her employment, and includes but is not limited to all forms of harassment, bullying, intimidation and intrusive behaviours of a physical or emotional nature. Workplace violence includes verbal abuse, threats and assaults.

8.09 Every employee is entitled to employment free of workplace violence.

8.10 The Employer will make every reasonable effort to ensure that no employee is subjected to workplace violence.

8.11 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.

8.12 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.

- 8.13 The Employer will not disclose the name of the complainant or the circumstances related to the complaint to any person except where necessary for the purposes of investigating the complaint, taking remedial measures in relation thereto, or as required by law.
- 8.14 The Employer shall issue a policy statement concerning workplace violence which substantially conforms to the provisions of this Article. The Employer shall make each person under the Employer's direction aware of the policy statement concerning workplace violence.

Religious Observance

- 8.15 The Employer shall make every reasonable effort to accommodate an employee who requests time off to fulfill their religious obligations.
- 8.16 An employee may substitute the General Holidays in Article 14.01 with a normally scheduled work day in order to fulfill their religious obligations.
- 8.17 An employee may, in accordance with the provisions of this Agreement, request annual leave, compensatory leave or leave without pay in order to fulfill their religious obligations.
- 8.18 Notwithstanding Articles 8.16 and 8.17, at the request of the employee and at the discretion of the Employer, time off with pay may be granted to the employee in order to fulfill their religious obligations. The number of hours with pay so granted must be made up hour for hour within a period of six (6) months, at times agreed to by the Employer. Hours worked as a result of time off granted under this clause shall not be compensated.
- 8.19 An employee who intends to substitute a General Holiday, request leave or time off under this Article must give at least two (2) weeks notice in writing to the Employer before the period of absence.

Article 9

Employer Directives

- 9.01 The Employer shall, at least thirty (30) calendar days prior to issuance, provide the Union with a copy of all personnel directives which are intended to clarify the interpretation or application of the Agreement. In the event that the Union disputes the content of the directive and the dispute cannot be settled, the matter may be referred to arbitration.

Article 10
Union Security

Union Shop

10.01 All present employees and all employees hired after the date of this Agreement shall become and remain members in good standing of the Union as a condition of employment.

Check Off

10.02 Effective the first of the month following the signing of this Agreement, 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.

10.03 The Union shall inform the Employer in writing of the authorized deduction to be checked off for each employee in the Bargaining Unit.

10.04 For the purpose of applying Article 10.02, deductions from pay for each employee will occur on a biweekly basis.

10.05 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.

10.06 The amounts deducted in accordance with Article 10.02 shall be remitted to the Comptroller of the PSAC 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.

10.07 The Union 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.

10.08 The Employer agrees to identify annually on each employee's T4 slip, the total amount of Membership Fees deducted for the applicable year.

10.09 Where an employee, for religious convictions or beliefs pursuant to the Canada Labour Code (Sec. 70 (2)) so request an amount equal to the regular union dues paid to the Union shall be deducted from an employee's wages and donated to a registered charity mutually agreed upon by the Hamlet and the Union.

Article 11
Union Representation

Union Access to Employer Premises

11.01 Upon reasonable notification, the Employer shall grant Representatives of the Union access to its work premises in order to carry out union business relating to the Bargaining Unit.

Appointment of Representatives

11.02 The Employer acknowledges the right of the Union to appoint employees as Representatives.

Time Off for Union Activities

11.03 The Employer shall grant leave with pay to employees participating as a party, a witness, or a Representative of the Union in respect to:

- (a) any proceeding before the Canada Industrial Relations Board;
- (b) investigation of any complaints or grievances, except for an employee who is on suspension without pay;
- (c) any proceeding under Article 37 – Grievance Procedure and Arbitration, except for an employee who is on suspension without pay;
- (d) meetings with the Employer on behalf of the Union.

11.04 The Employer shall grant leave without pay to one (1) employee and may, subject to operation requirements, grant leave without pay for one (1) further employee with respect to:

- (a) conventions, conferences, and executive council meetings of the Union and/or the Alliance;
- (b) union training;
- (c) union activity outside of this Bargaining Unit.

Contract Negotiations

11.05 The Employer will grant leave with pay for **three (3)** employees to attend contract negotiations on behalf of the Union for the duration of such negotiations.

Preparatory Contract Negotiations Meetings

11.06 The Employer will grant leave with pay for **three (3)** employees to attend preparatory contract negotiations meetings to a maximum of one (1) day.

Union Orientation

11.07 The Employer shall allow new employees to meet with the Representative of the Union for one (1) hour without loss of pay for the purpose of union orientation. The Representative of the Union, if an employee, shall be granted leave with pay.

Bulletin Board Space

11.08 The Employer shall provide bulletin board space in the workplace clearly identified for the exclusive use of the Union.

Meeting Rooms

11.09 The Employer shall make available to the Union and the members of the Bargaining Unit a suitable meeting room, when available, to be used from time to time for the conducting of business relating to the Union.

Leave for Paid Elected Officers

11.10 An employee elected as a full-time paid officer of the executive of the Nunavut Employees Union, the Public Service Alliance of Canada or the Northern Territories Federation of Labour shall, upon application, be granted leave without pay for the term of office. During the leave such employees shall maintain all benefits accumulated prior to commencement of the leave but shall not accumulate any additional benefits during the leave, unless the parties agree otherwise.

11.11 Such employees shall advise the Employer as soon as possible when an extension of their leave is applicable due to re-election.

11.12 (a) After the first election term is complete, upon termination of their leave such employee shall be offered at a minimum, the position they held with the Employer at the commencement of their leave.

(b) After the second and any subsequent election term is complete, upon termination of their leave such employee shall be offered, any available position with the Employer for which they are qualified at that position's rate of pay, and if no such position is available, the employee shall be laid off pursuant to the terms of this Agreement.

11.13 Notwithstanding Article 11.12, the Employer may make an offer of employment to such an employee to a position inside the Bargaining Unit should they bid on a competition and be the successful candidate.

Article 12

Information

12.01 The Employer agrees to provide the Union monthly with information concerning the identification of each employee in the Bargaining Unit. This information shall include the name, address, job classification, date of hire 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.

Publication and Distribution of Agreement

12.02 The Union shall facilitate the production and printing of this Agreement. The Employer and the Union shall share equally the costs of printing this Agreement.

12.03 The Employer shall provide each employee, and each newly hired employee upon their appointment, with a copy of this Agreement.

Article 13

Probationary Period

13.01 **When deemed necessary, and with notification to the Union, the Employer may, one (1) month prior to the expiry of the probationary period set out in Article 2.01(s), extend the probationary period of a new employee for a further period of three (3) months. The Employer shall provide the probationary employee with a performance evaluation prior to the extension of the probationary period. During the probationary period, the employee shall be entitled to all rights and benefits of this Collective Agreement.**

Article 14

General Holidays

14.01 The following days are paid General Holidays for employees covered by this Agreement:

- (a) New Year's Day;
- (b) Good Friday;
- (c) Easter Monday;

- (d) Hamlet Day (the second Monday in May);
- (e) Victoria Day (the day fixed by the Governor General for observance of the birthday of the reigning sovereign);
- (f) Canada Day;
- (g) Nunavut Day (July 9th);
- (h) The first Monday in August;
- (i) Labour Day;
- (j) **National Day for Truth and Reconciliation (September 30th)**;
- (k) Thanksgiving Day;
- (l) Remembrance Day;
- (m) Christmas Day;
- (n) Boxing Day;
- (o) Any additional day ordered by law.

General Holiday Falling on a Day of Rest

14.02 When a General Holiday under Article 14.01 coincides with an employee's day of rest, the General Holiday shall be moved to the employee's first working day following their day of rest.

14.03 When a General Holiday for an employee is moved to another day under the provisions of Article 14.02:

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

General Holiday Compensation

14.04 When the Employer requires an employee to work on a General Holiday as part of their regularly scheduled hours of work or as overtime when they are not scheduled to work, they shall be paid, in addition to the pay that they would have been granted

had they not worked on the General Holiday, time and one-half (1½ x) as defined in the Article 16 – Overtime for all hours worked.

General Holiday Rules

- 14.05 An employee who is not required to work on a General Holiday shall not be required to work on another day that would be otherwise be a non-working day in the week in which the General Holiday occurs, unless they are paid time and one-half (1½ x) for all hours worked.
- 14.06 Where a General Holiday for an employee falls within a period of leave with pay, the General Holiday shall not count as a day of leave.
- 14.07 At the request of the employee, and where the operational requirements of the Employer permit, an employee shall not be required to work both Christmas Day and New Year's Day.

Article 15 **Hours of Work**

- 15.01 Regularly scheduled hours of work for employees shall be thirty-five (35) hours per week, seven (7) hours per day between 9:00 am and 5:00 pm for administrative positions, and forty (40) hours per week, eight (8) hours per day between 8:00 am and 5:00 pm for operations positions, as outlined in Schedule "A".

Paid Rest Periods

- 15.02 Employees shall be entitled to a paid rest period of fifteen (15) minutes duration commencing on or about mid-morning and shall be entitled to a paid rest period of fifteen (15) minutes duration commencing on or about mid-afternoon. Employees working a varied shift shall be entitled to a paid rest period of fifteen (15) minutes duration commencing on or about the mid-point of the first-half of their shift and a second paid rest period of fifteen (15) minutes duration commencing on or about the mid-point of the second-half of their shift.

Wash-Up Time

- 15.03 Employees shall be permitted paid wash-up time to a maximum of ten (10) minutes prior to the conclusion of each shift.

Article 16 **Overtime**

16.01 In this Article:

- (a) "Overtime" means work performed by an employee in excess of the employee's 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 times the straight time rate;
- (d) "Double time" means twice the straight time rate.

16.02 The Employer shall make every reasonable effort:

- (a) to allocate overtime work equitably among available qualified employees;
- (b) to give employees who are required to work overtime reasonable advance notice of this requirement. Except in the case of an emergency, an employee may refuse to work overtime.

16.03 All overtime must be approved in advance, either by the SAO or the Director of Finance.

16.04 Overtime work shall be compensated as follows:

- (a) at time and one-half (1½ x) for all hours except as provided in Article 1.01(b);
- (b) at double time (2 x) for all hours of overtime worked after the first eight (8) consecutive hours of overtime and double time (2 x) for all hours worked on the second or subsequent day of rest;
- (c) in lieu of (a) and (b) above, the Employer may agree to grant equivalent leave with pay at the appropriate overtime rate to be taken at a time mutually agreeable to the Employer and the employee.

16.05 An employee who is required to work overtime shall be compensated for each completed 15 minutes of overtime worked, subject to a minimum of one (1) hour at the overtime rate described in Article 16.04.

Article 17

Pay

17.01 Employees are entitled to be paid for services rendered for the classification and position to which they are appointed at the pay rates specified in Schedule A.

- 17.02 Employees shall be paid on a biweekly basis by Thursday of every second week. For the purposes of this Article, a pay period shall consist of the two week period beginning at 12:01 a.m. Sunday and ending at midnight on the second following Saturday.
- 17.03 Employees who have earned overtime compensation or any other extra allowance in addition to their regular pay, should receive such remuneration in the pay period in which it was earned, but in any event shall receive such remuneration no later than the following pay period.
- 17.04 Where paycheques, pay stubs, T4 information slips, and any other employee-specific pay and benefit items are distributed to employees at their place of work, they shall first have been placed in sealed envelopes. Pay stubs shall show the employee's name, the pay period being paid, the particulars of wages, overtime, allowances and benefits paid, the deductions taken from the pay, and the employee's net pay.
- 17.05 Upon written authorization by an Employee, the Employer shall make deductions from an employee's pay.
- 17.06 Upon receipt of a written request from the employee, the Employer shall deposit an employee's pay directly at a bank of the employee's choice and provide the employee with a statement of their earnings on the pay day.

Acting Pay

- 17.07 When an employee is required by the Employer to perform the duties of a higher classification on an acting basis, they shall be paid acting pay as if they had been appointed to that higher classification for the period in which they act.

Salary Increases

- 17.08 The Employer agrees to pay the negotiated salary and other compensation increases to every employee not later than thirty (30) calendar days following the date that this Agreement is ratified and on the first pay day after any subsequent salary and other compensation increases become effective.
- 17.09 The Employer agrees to pay all retroactive remuneration for salary and other compensation increases not later than sixty (60) days following the day in which the Agreement is ratified.
- 17.10 Retroactive pay shall be issued on a separate cheque or by payroll deposit.

Pay Recovery

- 17.11 (a) Where an employee, through no fault of their own, has been overpaid, the Employer will, before recovery action is implemented, advise the employee in writing, of the amount overpaid and the intention of the Employer to recover the overpayment. Prior to said recovery, the Employer and employee shall discuss and devise an acceptable recovery schedule, which schedule shall be no longer than 13 equal pay periods.
- (b) If more than one (1) year has passed since the undetected overpayment was made, there shall be no recovery of the overpayment.

Article 18

Standby Pay

- 18.01 **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-four (\$24.00) dollars for each eight (8) consecutive hours or portion thereof that they are on standby, except on their days of rest and designated paid holidays. For any period of standby on a day of rest or a designated paid holiday they shall be paid seventy-two (\$72.00) dollars.**
- 18.02 **An employee designated on a list 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 designating employees for standby the Employer shall endeavour to provide for an equitable distribution of standby duties among readily available, qualified employees who are normally required, in their regular duties, to perform the work.**
- 18.03 **No standby payment shall be granted if an employee is unable to report for duty when required.**
- 18.04 **An employee on standby who is required to report for work shall be paid, in addition to the standby pay, the appropriate overtime rate for all hours worked, in accordance with Article 16.**

Article 19

Reporting Pay

- 19.01 If an employee reports to work for their regularly scheduled workday and there is insufficient work available as determined by the Employer, they shall be entitled to

one (1) day of work. When no work is available, the employee shall receive compensation of one (1) day of pay at the straight time rate.

- 19.02 If an employee is directed to report for work on a day of rest or on a General Holiday, and there is insufficient work available as determined by the Employer, they shall be entitled to two (2) hours of work at the appropriate overtime rate. When no work is available, the employee shall receive compensation of four (4) hours pay at the appropriate overtime rate.

Article 20 **Call Back Pay**

- 20.01 "Call Back" means calling of an employee to duty after they have reported off duty and left their worksite, and before they are next scheduled for work.
- 20.02 When an employee is called back to a place of work by the **SAO, Director of Finance, or Public Works Foreman** for a specific duty, **they** shall be paid compensation at the appropriate overtime rate, but in any event, not less than two (2) hours **of** overtime.

Article 21 **Leave - General**

- 21.01 When an employee is in receipt of an allowance and is granted leave with pay, they shall be entitled during the period of leave to receive the allowance. An employee who is on leave of absence without pay is not entitled to any pay, benefits or allowances.
- 21.02 Leave will not be used in cases where an employee has not reported to work on time, has left work early, or has not reported to work and has not notified the Employer.
- 21.03 Except in cases of emergency or as otherwise provided in this Agreement, an employee shall apply for leave at least two (2) weeks in advance of such leave. An employee's request for leave will be responded to by the Employer within a reasonable period of time which allows the employee time to prepare for and take the leave on the dates so requested.
- 21.04 When the Employer rejects an employee's application for leave, the reasons for the rejection shall be provided to the employee in writing as soon as possible.
- 21.05 During the month of April in each year or at the request of an employee, the Employer shall inform the employee in writing of the balance of their sick leave and Vacation Leave credits as of the end of the previous month.

Article 22 **Vacation Leave**

Entitlements

22.01 Vacation leave shall be earned as follows:

- (a) One and one quarter (1 ¼) days for each month's continuous service up to the month of the second anniversary date (15 days per year);
- (b) One and two thirds (1 2/3) days for each month's continuous service from the second anniversary date up to the month of the tenth anniversary date (20 days per year);
- (c) Two and one twelfth (2 1/12) days for each month's continuous service from the tenth anniversary date up to the month of the fifteenth anniversary date (25 days per year); and
- (d) Two and one half (2 ½) days for each month's continuous service **from the fifteenth anniversary date up to the month of the twentieth anniversary date** (30 days); **and**
- (e) **Three (3) days for each month's continuous service after twenty years of continuous service is completed (36 days).**

Note: The changes in the accumulation of vacation leave will only apply prospectively once the Collective Agreement is ratified. Retroactive accumulation of vacation leave will not occur.

Granting of Vacation Leave

- 22.02
- (a) The Employer shall grant the employee vacation annually in an amount equal to the vacation leave accrued to April 1st in any year.
 - (b) Vacation leave accrued up to April 1st in any year must be used prior to March 31st in the following year, and any unused vacation leave shall be paid out at that time.
 - (c) The Employer shall make every reasonable effort to grant the employee their vacation leave at a time specified by them.
 - (d) The Employer shall make every reasonable effort to not recall an employee to duty after they have proceeded on vacation leave;

- (e) Where the Employer has proposed to change, reduce or deny the vacation leave requested by an employee, the Employer shall provide the employee with the reasons, in writing, for such change reduction or denial of vacation leave;
- (f) The Employer shall grant the employee vacation of up to at least three (3) consecutive weeks, depending on their entitlement for vacation, when so requested by the employee.
- (g) **In all cases, the granting of vacation leave is subject to operational requirements.**

22.03 If there is a conflict between the vacation requests of two or more employees, then vacation leave shall be granted according to seniority.

22.04 The Employer shall make every reasonable effort to reply to an employee's request for vacation leave within seven (7) calendar days after the written request of the employee is received.

22.05 Where in respect of any period of vacation leave an employee:

- (a) is granted bereavement leave with pay under Article 24 – Bereavement Leave; or
- (b) is granted discretionary leave with pay under Article 25 – Maternity Leave; or
- (c) is granted sick leave on production of a medical certificate;

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

Recall From Vacation Leave

22.06 The following provisions shall apply to recall from vacation Leave:

- (a) The Employer shall make every reasonable effort to not recall an employee from vacation leave.
- (b) Where during any period of vacation leave, an employee is recalled to duty, they shall be reimbursed for reasonable expenses that they incur:

- (i) in proceeding to their place of duty;
- (ii) in respect of any non-refundable deposits or non-refundable prearrangements associated with their vacation leave;
- (iii) in respect of any additional costs or penalties incurred by the employee related to travel by the employee during their vacation leave; and
- (iv) in returning to the place from which they were recalled if they immediately resume vacation leave upon completing the assignment for which they were recalled;

after submitting such accounts as required by the Employer.

- (c) When an employee has their approved vacation leave cancelled before the commencement of the vacation leave, they shall be reimbursed for reasonable expenses that they incur as normally defined by the Employer:

- (i) in respect of any non-refundable deposits or non-refundable prearrangements associated with their vacation leave; and
- (ii) in respect of any additional costs or penalties incurred by the employee related to travel by the employee during their vacation leave;

after submitting such accounts as required by the Employer.

- (d) If an employee is recalled from vacation leave, any period of vacation leave which was not taken by the employee shall be reinstated to the employee.

Carry-Over Provisions

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

Payout of Vacation Leave

22.08 Once each year, upon the written request of an employee, their vacation time may be paid out.

Leave When Employment Terminates

22.09 Where an employee dies or otherwise terminates their employment:

- (a) the employee or their estate shall be paid any accrued but unused vacation pay; or
- (b) the Employer shall grant the employee any vacation leave earned but not used by them before the employment is terminated by lay-off, if the employee so requests.

22.10 An employee whose employment is terminated by reason of a declaration that they have abandoned their position is entitled to receive the payment referred to in Article 22.09.

Winter Bonus Days

22.11 An employee shall receive one (1) winter bonus day for every five (5) consecutive non-overlapping days of vacation leave which they liquidate between October 1st and March 31st of any fiscal year up to a limit of three (3) winter bonus days in any one (1) fiscal year. Winter bonus days must be liquidated immediately following the vacation leave days during which they were earned.

Vacation Leave for Casuals

22.12 Casual employees shall receive vacation pay at the rate of four (4) percent of accumulated income paid bi-weekly.

Article 23 **Sick Leave**

23.01 An employee shall earn sick leave credits at the rate of one and one-quarter (1¼) days for each calendar month for which they receive pay for at least fifteen (15) days to a maximum of seventy five (75) days.

Employees who, as of **the** date of ratification **of this Agreement** have more than seventy five (75) days' sick leave accumulated shall not accumulate any further sick leave until their accumulated sick leave is less than seventy five (75) days.

23.02 Subject to the remainder of this Article, all absences on account of illness on a normal working day, exclusive of General Holidays, shall be charged against an employee's accumulated sick leave credits.

23.03 Employees shall apply for short term disability insurance benefits as soon as they become eligible to do so, and shall not be entitled to sick leave benefits after they become eligible for short term disability insurance benefits.

23.04 Where an employee is on sick leave for six (6) or more days at one time, or cumulatively, in a fiscal year, they must provide the Employer with a signed statement from a qualified medical practitioner advising of the reason for the absence and the employee's expected date of return to work.

Travel Time

23.05 An employee who is proceeding to a medical centre outside of Kugaaruk under the care of a qualified medical practitioner shall be allowed to use any unused sick leave or vacation leave or may be granted leave without pay by the Employer for the duration of the leave.

23.06 An employee may use their sick leave credits, to a maximum of five (5) days per occurrence, when the employee acts as a medical escort for a member of the employee's immediate family (being one of those persons listed in Article 24.01) to travel outside of Kugaaruk for medical or dental services, provided that:

- (a) the need for such medical or dental services and the need for a medical escort is confirmed in writing by a qualified medical practitioner; and
- (b) there is no other person available to act as medical escort.

Except in the case of an emergency, this written confirmation by a qualified medical practitioner, along with the employee's application for leave, shall be provided to the Employer in advance.

Article 24

Bereavement Leave with Pay

24.01 An employee shall be granted five (5) days bereavement leave with pay **for the purposes of grieving, administering bereavement duties, and attending** the funeral or memorial service of the employee's spouse (including common-law partner), child (including spouse's child), foster child, parent (including spouse of parent), brother, sister, **brother-in-law, sister-in-law**, grandparent, **grandparent-in-law**, grandchild, father-in-law, mother-in-law, **son-in-law, daughter-in-law**, and any relative living in the household of the employee or with whom the employee resides.

24.02 An employee shall be granted up to five (5) days **of** bereavement leave without pay to attend the funeral or memorial service of the employee's niece, nephew, aunt, uncle, **or** cousin.

- 24.03 An employee shall be granted an additional four (4) days of bereavement leave without pay if the funeral or memorial service takes place outside of Kugaaruk for purposes of travel.
- 24.04 Additional bereavement leave without pay may be taken by mutual agreement between the employee and the Employer.

Article 25

Maternity Leave

- 25.01 **An employee who becomes pregnant shall be granted seventeen (17) consecutive weeks maternity leave without pay commencing at any time during the seventeen (17) week period immediately preceding the expected date of delivery, provided that the employee gives the Employer written notice at least four (4) weeks before the day on which the employee expects to commence her leave.**
- 25.02 **The Employer may:**
- (a) **upon written request from the employee, defer the commencement of maternity leave without pay of an employee or terminate it earlier than seventeen (17) weeks after the date of the termination of her pregnancy;**
 - (b) **grant maternity leave without pay to an employee to commence earlier than seventeen (17) weeks before the expected termination of her pregnancy;**
 - (c) **where maternity leave without pay is requested, require an employee to submit a medical certificate certifying pregnancy.**
- 25.03 **Leave granted under this Article shall be counted for the calculation of "continuous employment" and "continuous service".**

Maternity-Related Reassignment or Leave

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

Maternity Leave Allowance

- 25.05 **After completion of six (6) months of continuous employment, an employee who provides the Employer with proof that she has applied for and is in receipt of employment insurance benefits pursuant to *Employment Insurance Act* shall be paid a maternity leave allowance.**
- 25.06 **A recipient under Article 25.05 shall sign an agreement with the Employer providing:**
- (a) **that she will return to work and remain in the Employer's employ for a period of at least six (6) months after her return to work; and**
 - (b) **that she will return to work on the date of the expiry of her maternity leave, unless this date is modified with the Employer's consent.**
- 25.07 **Should the employee fail to return to work as per the provision of Article 25.06, except by reason of death, disability or lay-off, the employee recognizes that she is indebted to the Employer for the amount received as maternity leave allowance. Should the employee not return for the full six (6) months, the employee's indebtedness shall be reduced on a prorated basis according to the number of months for which she received pay.**
- 25.08 (a) **In respect of the period of maternity leave, payments of maternity leave allowance will consist of the following:**
- i. **For the first week, a payment equivalent to 93% of her weekly rate of pay;**
 - ii. **For up to an additional fifteen (15) weeks, payments equivalent to the difference between the employment insurance benefits she is eligible to receive and 93% of her weekly rate of pay; and**
 - iii. **During an additional week where the employee has received Employment Insurance Maternity Benefits for fifteen (15) weeks and thereafter remains on maternity leave without pay, a payment equivalent to 93% of her weekly rate of pay.**
- (b) **For a Full-Time employee, the weekly rate of pay referred to in Article 25.08(a) shall be the weekly rate of pay for her position on the day immediately preceding the commencement of the maternity leave.**
- (c) **For a Part-Time employee, the weekly rate of pay referred to in Article 25.08(a) shall be the prorated weekly rate of pay for her position**

averaged over the six (6) month period of continuous employment immediately preceding the commencement of the maternity leave.

- (d) Severance pay benefits are not reduced or increased by payments under this Article.**
- (e) 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 25.08(a), the payments shall be adjusted accordingly.**

25.09 While an employee is receiving maternity leave allowance as outlined in Article 25.08(a), the Employer shall, at the written request of the employee:

- (a) deduct the employee share of Northern Employee Benefits Services (NEBS) benefit premiums, and submit both the employee contribution and the Employer contribution to NEBS; and**
- (b) deduct the employee contribution to the pension plan, up to the maximum allowed and submit both the employee contribution and the matching Employer contribution to NEBS.**

25.10 While an employee is on maternity and parental leave and not receiving maternity leave allowance, if the employee wishes to continue on their NEBS benefits and pension, the employee shall so indicate to the Employer in writing, and

- (a) by the end of each month, provide the Employer with the employee share of NEBS benefit premiums, whereupon the Employer will submit both the employee contribution and the Employer contribution to NEBS; and**
- (b) at any time throughout the maternity leave, or maternity and parental leave, submit to the Employer a contribution to the pension plan, up to the maximum allowed, whereupon the Employer will match this amount and will submit both the employee contribution and the Employer contribution to NEBS.**

Article 26

Parental Leave

26.01 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:

- (a) for a single period of up to thirty-seven (37) consecutive weeks. This leave without pay shall be taken during the fifty-two (52) week period immediately following the day the child was born or, in the case of adoption, within the fifty-two (52) week period from the date the child comes into the employee's care and custody; or**
- (b) for a single period of up to sixty-three (63) consecutive weeks if they are entitled to receive, and have opted for, the Extended Parental Benefits available under the *Employment Insurance Act*. This leave without pay shall be taken during the seventy-eight (78) week period immediately following the day the child was born, or, in the case of adoption, within the seventy-eight (78) week period from the date the child comes into the employee's care and custody.**

26.02 An employee who intends to request parental leave without pay shall make every effort to provide four (4) weeks' notice to the Employer, except for unexpected adoption placement. 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.

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

26.04 The total amount of maternity leave and parental leave that can be taken by an employee, or by an employee couple, both of whom work for the Employer, is fifty-two (52) weeks for Standard Parental Leave, and seventy-eight (78) weeks for Extended Parental Leave, for both employees combined. Where the employees are eligible for the Employment Insurance Sharing Benefit, the total for Standard Parental Leave shall be fifty-seven (57) weeks, and the total for Extended Parental Leave shall be eighty-six (86) weeks for both employees combined.

26.05 Once an employee has chosen either the Standard Parental Leave Benefit or the Extended Parental Leave Benefit under the *Employment Insurance Act*, this choice cannot be revoked or changed. In the case of an employee couple, both employees must choose the same option under the *Employment Insurance Act*.

26.06 While an employee is on parental leave, if the employee wishes to continue on the NEBS benefits and pension plan, the employee shall so indicate to the Employer in writing, and:

- (a) **by the end of each month, provide the Employer with the employee share of NEBS benefit premiums, whereupon the Employer will submit both the employee contribution and the Employer contribution to NEBS; and**
- (b) **at any time throughout the parental leave, submit to the Employer a contribution to the pension plan, up to the maximum allowed in Article 48, whereupon the Employer will match this amount and will submit both the employee contribution and the Employer contribution to NEBS.**

Article 27

Compassionate Care Leave

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

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

27.02 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 qualified medical practitioner stating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:

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

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

Compassionate care leave may be taken in separate periods, but each period must be of not less than one week's duration **and cannot exceed twenty-seven (27) weeks for the same family member.**

- 27.03 An employee who intends to request compassionate care leave shall make every effort to provide reasonable notice to the Employer.
- 27.04 Leave granted under this Article shall be counted for the calculation of continuous employment **and continuous service.**

Other Benefits During Leave

- 27.05 **Employees shall be returned to work from a period of compassionate care leave without pay in their same position at the same rate of pay. Should an employee become eligible for a pay increment during a period of compassionate care leave without pay, the employee will be paid the new rate of pay when the employee returns to work.**
- 27.06 If an employee elects to maintain coverage for group benefits, the Employer will pay both portions of these premiums. The Employer will recover monies paid on behalf of the employee for the employee's share of premiums when the employee returns to work or terminates their employment.
- 27.07 **If during a period of sick leave, vacation leave, or lieu time, an employee is advised of circumstances under which the employee would have been eligible for compassionate care leave without pay under Article 27.02, and the employee is granted compassionate care leave without pay, the employee's sick leave, vacation leave, or lieu time shall be restored for any concurrent period of compassionate care leave without pay granted.**

Article 28
Other Types of Leave

Court Leave with Pay

- 28.01 The Employer shall grant leave with pay to an employee for the period of time required:
- (a) to serve on a jury and the jury selection process;
 - (b) to answer a subpoena or summons to attend as a witness in any proceeding authorized by law to compel the attendance of witnesses;

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

Injury-on-duty Leave with Pay

28.02 An employee shall be granted injury-on-duty leave with pay for such reasonable periods as may be determined by the Employer where it is determined by the Workers' Safety and Compensation Commission (the "WSCC") that the employee is unable to perform their duties due to a compensable workplace injury or illness, provided the employee agrees to pay the Employer any amount received by them from the WSCC for loss of wages in settlement of any claim they may have in respect of such injury or illness.

Marriage Leave with Pay

28.03 Following one year's continuous employment, the Employer shall grant leave with pay of five (5) consecutive working days when an employee is to be married.

Leave for Hunting, Fishing or Harvesting

28.04 **Leave with pay for one (1) day per fiscal year and leave without pay for four (4) days per fiscal year shall be granted to employees on very short notice in order to engage in traditional hunting, fishing, and harvesting pursuits.**

Paid Leave for Office Closing

28.05 Where the Employer closes its workplace or its operations due to weather, safety, by public order or circumstances beyond the control of the Employer, an affected employee shall be granted leave with pay for the duration of the closure.

Leave with or without Pay for Other Reasons

28.06 Notwithstanding any provision for leave in this Agreement, the Employer may grant leave with or without pay for purposes other than those specified in this Agreement.

Casual Leave

- 28.07 (a) Employees may be granted casual leave with pay to a maximum of two (2) hours for the following purposes:
- i. Medical, Dental and Legal appointments;
 - ii. School functions; or
 - iii. Other casual leave for purposes of a special or unusual nature.
- (b) Employees may be granted casual leave with pay to a maximum of one (1) day per occurrence, and to a maximum of seven (7) occasions per year, where

the employee's physician requires them to attend regular or recurring medical treatments and checkups. Such leave shall not be unreasonably denied.

26.08 Casual leave under Article 28.07 above shall only be granted for the actual period of the appointment, function, treatment or checkup.

Article 29

Family Abuse Leave

29.01 **The Employer recognizes that employees may face family abuse in their personal lives that may affect their attendance and performance at work.**

29.02 **Employees experiencing family abuse, or employees with a dependent child experiencing family abuse, shall be granted up to five (5) paid days per year and up to five (5) unpaid days per year to:**

- (a) seek or obtain medical attention in respect of a physical or psychological injury or disability;**
- (b) seek or obtain services from a victim services organization;**
- (c) seek or obtain psychological or other professional counselling;**
- (d) seek or obtain Elder counselling;**
- (e) seek or obtain legal or law enforcement assistance, including preparing for or participating in a civil or criminal legal proceeding;**
- (f) relocate temporarily or permanently; or**
- (g) any other purpose prescribed by regulation passed under the Nunavut *Labour Standards Act*.**

29.03 **Family Abuse Leave shall be taken as consecutive or separate days, with the request for approval being sought from the Employer as soon as is reasonable and practicable in the circumstances.**

29.04 **Family Abuse Leave will be in addition to existing leave entitlements.**

29.05 **There shall be no carryover of unused Family Abuse Leave from one year to the next.**

29.06 **An employee shall be entitled to unpaid Family Abuse Leave of up to fifteen (15) weeks per calendar year to be taken as one full week each time.**

- 29.07 **The Employer may require an employee to provide the Employer with reasonable verification with respect to the Family Abuse Leave.**
- 29.08 **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 may be required by law.**
- 29.09 **Periods of Family Abuse Leave without pay shall be treated as Continuous Employment/Service.**

Article 30
Indigenous Language Allowance

- 30.01 **Employees who speak more than one of the official languages of Nunavut in the performance of their jobs shall be paid a bilingual allowance of \$250 per year, paid bi-weekly.**

Article 31
Vehicle Plug-In Reimbursement

- 31.01 **An employee who is required to bring an Employer vehicle home between December 15th and April 15th shall be paid a non-taxable allowance of eight dollars (\$8.00) per night for those employees not in subsidized social housing, or two dollars and fifty cents (\$2.50) per night for those employees in subsidized social housing, and to cover the cost of power for vehicle plug-in.**

Article 32
Professional Development

Professional Development

- 32.01 Professional development refers to a short term activity, generally not to exceed six (6) weeks, which in the opinion of the Employer is likely to be of assistance to an employee in furthering their professional or career development, or to the Employer in achieving its goals. Professional development may be required by the Employer or may be requested by the employee.
- 32.02 Upon written application by the employee, the Employer may approve professional development leave with pay.
- 32.03 Where the Employer requires an employee to take professional development:

- (a) the Employer shall pay the cost of approved professional development courses and activities; and
- (b) the employee on professional development leave shall be entitled to the provisions of Article 50 – Duty Travel.

32.04 When an employee who is travelling outside Kugaaruk for professional development is approved for vacation leave immediately after the professional development, the employee is responsible for all expenses from the date of the conclusion of the professional development, and also for return transportation to Kugaaruk.

Vacation leave under this Article must be approved prior to the commencement of the travel to the professional development.

32.05 Where the employee requests professional development:

- (a) the Employer shall pay the cost of approved professional development courses and activities on a reimbursement basis upon completion; and
- (b) the employee on professional development leave may be entitled to the provisions of Article 50 – Duty Travel.

Article 33 **Job Description**

33.01 When an employee is first hired, or when an employee is reassigned to another position in the Bargaining Unit, the Employer shall, before the employee is assigned to that position, provide the employee with a current, accurate and written Job Description of the position to which they are assigned.

33.02 Upon written request, an employee shall be given a current, accurate and written Job Description of their position.

Article 34 **Employee Files and Performance Reviews**

Employee Files

34.01 Upon 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. Upon written authorization from an employee, the employee's Union Representative shall be entitled to view and obtain a photocopy that employee's personnel file.

34.02 Only one file per employee for the purposes of performance evaluation and discipline shall exist.

Performance Reviews

34.03 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 37 to correct any factual inaccuracies in their performance appraisal. Such performance appraisals shall be performed within one (1) month of the employee's anniversary date.

34.04 The formal review of an employee's performance shall also incorporate an opportunity for the employee to state their career development goals and that every effort be made to develop the career potentials of each individual through in-service training, retraining, or any other facets.

Article 35

Classification

35.01 If a new or revised classification is established which is not covered by the schedule of wages then in effect, the Employer shall before applying the new or revised classification, negotiate with the Union the rates of pay and the rules affecting the pay of employees for the classification affected. If the parties fail to reach agreement within sixty (60) days from the date on which the Employer submits the new or revised classification to the Union, the Employer may apply the new rates of pay and the Union may refer the matter to arbitration. The arbitrator's decision will be retroactive to the date of application of the new rates.

35.02 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.

Article 36

Vacancies, Job Postings and Transfers

36.01 Every vacancy for positions expected to be more than three (3) months duration and every newly created position shall be posted on the Union notice board. The job posting shall state the job classification, rate of pay, shift and required qualifications of 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. The Employer shall endeavour to fill vacant positions through competitions internal to the Bargaining Unit.

- 36.02 Seniority shall be the governing factor in determining promotions and filling of jobs after posting, providing that the most senior employee possesses the necessary skill, ability and required qualifications to perform the normal requirements of the job.
- 36.03 No employee shall be transferred to another position outside the Bargaining Unit without their consent. 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.
- 36.04 No employee shall be transferred to another position within the Bargaining Unit without their consent.

Article 37 **Grievance Procedure and Arbitration**

- 37.01 The Employer and the Union recognize that grievances may arise in each of the following circumstances:
- (a) the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, or of an arbitral award;
 - (b) the interpretation, application, administration or alleged violation of a direction or other instrument made or issued by the Employer dealing with the terms or conditions of employment;
 - (c) disciplinary action resulting in demotion, suspension, or a financial penalty;
 - (d) discharge; or
 - (e) letters or notations of discipline placed on an employee's personnel file.
- 37.02 Grievances shall be settled according to the following procedures for grievance and arbitration.

Representation

- 37.03 If they so desire, an employee may be assisted and represented by the Union when presenting a grievance.

- 37.04 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 the same time that the Employer's decision is conveyed to the employee.
- 37.05 The Union shall have the right to initiate and present a grievance related to the application or interpretation of this Agreement.
- 37.06 An employee shall have the right to present a grievance on matters related to the application or interpretation of this Agreement provided they first obtain the authorization of the Union prior to presenting such a grievance.
- 37.07 The Union shall have the right to initiate and present a grievance on matters relating to health and safety.

Procedures

- 37.08 An employee and their supervisor shall be encouraged to meet and resolve any complaint prior to the employee filing a grievance. The employee may be assisted by a Representative should they so request.
- 37.09 An employee or the Union who wishes to present a grievance shall transmit this grievance in writing to the Employer who shall provide the employee and the Union with a receipt stating the date on which the grievance was received by the Employer.
- 37.10 A grievance shall be heard by the SAO.
- 37.11 The Union shall have the right to consult with the Employer with respect to a grievance.
- 37.12 No proceedings under this Article are invalid by reason of any defect of form or any technical irregularity.
- 37.13 An employee may, by written notice to the Employer, withdraw their grievance provided that, where the grievance is one arising out of the application or interpretation of this Agreement, or where the grievor is being represented by the Union, their withdrawal has the written endorsement of the Union.

Time Limits

- 37.14 A grievance may be presented to the SAO in the manner prescribed in Article 37.09 within thirty (30) calendar days after the date on which the grievor first becomes aware of the action or circumstances giving rise to the grievance.

37.15 The Employer shall reply in writing to a grievance within fourteen (14) calendar days at the First Level.

37.16 The time limits stipulated in this procedure may be extended by mutual Agreement between the Employer and the employee, and where appropriate, the Union.

Termination of Employment

37.17 No employee shall have their employment terminated without first being given, where practicable, notice in writing, with a copy to the Union, together with the reasons thereof, at least twenty-four (24) hours prior to the termination.

Arbitration

37.18 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that a term or condition of this Agreement has been violated, either of the parties may, after exhausting the grievance procedure in this Article, notify the other party in writing within twenty-one (21) days of the receipt of the reply under Article 37.15, of his/her desire to submit the difference or allegation to arbitration.

37.19 (a) The parties agree that arbitration referred to in Article 37.18 shall be by a single arbitrator.

(b) The parties will attempt to come to an agreement on the selection of an Arbitrator within thirty (30) calendar days of the date on which notification by either party to submit the difference or allegation to arbitration was made, or such further period as may be mutually agreed upon by the parties.

(c) In the event that the Employer and the Union are unable to agree upon the selection of the Arbitrator, the Minister of Labour of Canada shall be requested to appoint an Arbitrator, and it is agreed that the Arbitrator so appointed shall act as the single Arbitrator.

37.20 (a) The Arbitrator has all of the powers granted to arbitrators under the *Canada Labour Code*, Part I in addition to any powers, which are contained in this Agreement.

(b) The Arbitrator shall hear and determine the difference or allegation and shall issue a decision and that decision is final and binding upon the parties and upon any employee affected by it.

(c) The award of the arbitrator shall be signed by them and copies thereof shall be transmitted to the parties to the dispute.

37.21 The Arbitrator shall not have the authority to alter or amend any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or to render any decision contrary to the terms and provisions of this Agreement, or to increase or decrease wages.

37.22 The Employer and the Union shall each pay one-half (½) of the remuneration and expenses of the Arbitrator and each party shall bear its own expenses of every such arbitration.

Article 38 **Technological Change**

38.01 The Employer agrees to provide as much advance notice as possible to the Union, but not less than one hundred and twenty (120) days, of any major technological change which would result in changes in the employment status of employees 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.

38.02 In cases where employees may require retraining, the Employer will make every reasonable effort to offer re-training including training courses.

38.03 When the implementation of technological change is initiated by the Employer and when agreement as to its implementation is not reached between the parties, either party may refer the matter to arbitration.

Article 39 **Seniority**

39.01 "Seniority" means the total length of continuous service acquired by an employee from their most recent date of hire.

39.02 Seniority accumulates when an employee is absent from work:

- (a) resulting from an occupational injury or illness covered by the WSCC for a period of not more than twenty-four (24) months;
- (b) during a continuous absence from work of not more than twenty-four (24) months resulting from an injury or illness not covered by the WSCC;
- (c) during any leave, provided that if the leave is for a period of time greater than thirty (30) working days, the seniority will cease to accrue after thirty (30) working days;

(d) during leave for Union business.

39.03 Seniority shall be lost when an employee:

- (a) voluntarily quits their employment with the Employer;
- (b) is discharged for just cause;
- (c) fails to report to work within fourteen (14) calendar days after receiving notice of recall;
- (d) has been laid-off for a period of twelve (12) months or longer; or
- (e) abandons their position.

39.04 Within thirty (30) calendar days after the signing of the Agreement and on April 1st every year thereafter, the Employer shall post a seniority list showing the seniority of each employee on all Union bulletin boards and provide a copy of the list to the Union. An employee who disagrees with the seniority list may challenge such as per Article 37 – Grievance Procedure and Arbitration.

39.05 An employee shall be considered to be on probation until they have worked six (6) months following the date of hire. If such employee continues in the employ of the Employer after the expiration of their probation, their length of service shall be computed from their date of hire. Probationary employees shall not exercise any seniority rights during their probationary period.

Article 40

Lay-off

40.01 There shall be no lay-off of any employee during the life of this Agreement except for lay-off resulting from lack of work or lack of funding.

40.02 In the event of lay-off, employees shall be laid off in reverse order of their seniority. Where the seniority of employees subject to lay-off is equal, lay-off will be according to qualifications.

40.03 The Employer shall give employees who are to be laid-off a minimum of two (2) weeks **of notice**, plus one additional week **of notice** for each year of employment over two years, to a maximum of eight (8) weeks **of notice**, in writing, in advance of the effective date of lay-off, or award pay in lieu of the notice.

40.04 Laid-off employees shall be recalled in the order of their seniority, where jobs become available, provided they have the skill, ability and required qualifications to

perform such jobs. Where laid-off employees' seniority is equal, recall will proceed according to qualifications.

- 40.05 The Employer shall give notice of recall personally. In this instance, notice of recall is deemed to be given when served.
- 40.06 The employee shall keep the Employer advised at all times of their current address. The employee shall return to work within fourteen (14) calendar days of receipt of notice of recall, unless, on reasonable grounds, they are unable to do so.
- 40.07 No new employees shall be hired until those laid off have been given the opportunity of recall.
- 40.08 With reference to a re-hire of an employee after a lay-off, their employment in the position held by them at the time they were laid off and their employment in the position to which they were hired shall constitute continuous employment provided such re-hire is within a period of six (6) months.
- 40.09 Where an Employee ceases to be employed for reasons other than discharge for just cause, abandonment of position or rejection on probation and is re-employed within a period of one (1) month, those benefits which they had earned as a result of their past service with the Employer shall be reinstated.

Article 41 **No Contracting Out**

- 41.01 There shall be no contracting out of any Bargaining Unit work, and there shall be no contracting out of any work that results in the layoff, continuance of a layoff or a reduction in hours of any employee.

Article 42 **Civil Liability**

- 42.01 If an action or proceeding is brought against any employee or former employee covered by this Agreement for an alleged tort committed by them in the performance of their duties, then the employee upon being served with any legal process, or upon receipt of any action or proceeding, being commenced against them shall advise the Employer of any such notification or legal process.

Article 43 **Discharge and Discipline**

Just Cause

43.01 No employee shall be subject to discharge or discipline except for just cause.

Progressive Discipline

43.02 The value of progressive discipline with the aim of being corrective in application is recognized by both parties.

43.03 When an employee is required to attend a meeting where discharge or discipline is to be imposed, or from which discharge or discipline may result, the Employer shall make every reasonable effort to provide twenty-four (24) hours notice of the meeting to the employee where practicable. The employee shall have the right to Union representation at the meeting and the notice of the meeting will advise the employee of their right to have a Representative of the Union in attendance. The Employer shall advise the employee in writing of the reasons for such discharge or discipline in sufficient detail that the employee may respond to the allegations.

Time Limits

43.04 The Employer shall take disciplinary action against an employee within ten (10) working days of the date of the incident or within fifteen (15) working days of the date on which the Employer became aware of the incident.

Disciplinary Record

43.05 The Employer agrees not to introduce as evidence in the case of 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 its filing.

Sunset Provision

43.06 The record of an employee shall not be used against them at any time after twelve (12) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports, provided no additional suspension or disciplinary action was imposed within the eighteen (18) month period.

Article 44

Joint Union Management Committee

44.01 The Employer and the Union acknowledge the mutual benefits of joint consultation and agree to maintain a Joint Union Management Committee which will have as its objective meaningful consultation on matters of mutual interest, except issues that are the subject of a grievance.

- 44.02 The Committee shall consist of two (2) Union and two (2) Employer representatives and will meet at least every three (3) months, unless the Employer and the Union agree otherwise.
- 44.03 Minutes of every meeting will be prepared and distributed by the Committee during working hours prior to the next meeting, at which the minutes will be presented for review and adoption, and after which will be mailed to the Union's office in Iqaluit and posted in the workplace for at least twelve (12) months.
- 44.04 Time spent in Committee meetings is deemed to be time worked.
- 44.05 The Joint Union Management Committee has no authority to amend this Agreement.

Article 45

Occupational Health and Safety

- 45.01 The Employer and all employees shall comply with all applicable federal, territorial and municipal health and safety legislation and regulations. All standards established under the legislation and regulations shall constitute minimum acceptable practice.
- 45.02 A copy of the *Safety Act* and Regulations, and any other applicable health and safety legislation and regulations, shall be readily accessible to each employee in the workplace.

Occupational Health & Safety Committee

- 45.03 (a) The Occupational Health & Safety Committee is established in accordance with the provisions for occupational health and safety committees under the *Safety Act* and its pursuant applicable regulations.
- (b) The purpose of this Committee, in addition to the duties set-out in the legislation, is to participate in developing and monitoring the Employer's health and safety program, and to take health and safety into consideration when formulating policies, practices and procedures. The Committee may make recommendations to the Employer on occupational health and safety practices.
- (c) The Committee is a forum where management and employee representatives can meet to exchange information, discuss policies, programs and conditions, and where employee representatives can communicate to the Employer their views on health and safety matters.

- (d) The members of the Occupational Health & Safety Committee together shall be required to attend available occupational health and safety courses at least once per year when held in Kugaaruk. The Employer shall apply to the WSCC to have appropriate health and safety courses offered in Kugaaruk at no cost to the employees.

Meetings & Quorum

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

Minutes

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

Powers of Committee

- (i) The Committee may request from the Employer any information that the Committee considers necessary to identify existing or potential hazards with respect to materials, processes, equipment or activities.
- (j) The Committee shall have full access to all government and Employer reports, studies and tests relating to the health and safety of employees, or to the parts of those reports, studies and tests that relate to the health and safety

of employees, but shall not have access to the medical records of any person, except with the person's written consent.

Right to Refuse Dangerous Work

45.04 An employee shall have the right to refuse to work in dangerous situations.

- (a) An employee may refuse to do any particular act or series of acts at work which they have reasonable grounds to believe are dangerous to their health or safety, or the health or safety of any other person at the place of employment, until sufficient steps have been taken to satisfy them otherwise, or until a safety officer appointed under the *Safety Act* or their designated representative has investigated the matter and advised them otherwise.
- (b) No loss of wages or discriminatory action shall be taken against any worker by reason of the fact that they exercised the right conferred upon them in 45.01 – Occupational Health and Safety. No other employee shall be assigned to use or operate any machine, device, material or thing or perform any part of the work which is being investigated pending resolution of the situation.

First Aid

45.05 The Employer will offer First Aid and CPR courses to all employees in order to meet or exceed the minimum requirements under the *Safety Act* and regulations, including refresher courses required to maintain valid First Aid and CPR certificates at no cost to the employees. Employees shall take First Aid and CPR training during working hours.

45.06 The Employer will ensure that First Aid facilities at the worksite will be organized and maintained with such equipment and supplies as prescribed by the *Safety Act* and regulations.

Transportation of Injured Workers

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

Accident and/or Injury Reports

45.08 Upon request an employee is entitled to copies of their accident and/or injury reports on file with the Employer.

Workplace Hazardous Materials Information Systems

- 45.09 The Employer shall facilitate the identification and labelling of new or presently used chemicals, substances or equipment present in the workplace including existing or potential hazards, precautions and antidotes or procedures to be followed following exposure.
- 45.10 The Employer will offer Workplace Hazardous Material Information Systems (WHMIS) training at the Employer's expense to ensure that all employees hold a valid certificate. The Employer shall provide WHMIS training during working hours.

Article 46

Personal Protective Equipment (PPE)

- 46.01 The Employer shall provide, at no cost to employees, all protective devices and other equipment necessary to properly protect employees from injury and unhealthy work conditions. The Employer shall make provisions for the proper cleaning and maintenance of all safety equipment and protective devices.
- 46.02 The Employer will replace, at no cost to the employee, any safety equipment and clothing upon presentation of such worn or damaged items to the Employer.

Article 47

Trades and Maintenance

Work Clothing

- 47.01 The Employer shall provide the following work clothing to all employees in the Water, Sewage and Environment departments at no cost to the employees. Upon presentation, worn or damaged work clothing will be replaced at no cost to the employee:
- (a) One (1) pair of summer coveralls (fire-resistant) per fiscal year;
 - (b) One (1) pair of winter coveralls (fire-resistant, suitable for Arctic operating conditions) per fiscal year;
 - (c) One (1) parka (suitable for Arctic operating conditions) **every two (2) fiscal years**;
 - (d) summer safety boots;

- (e) One (1) pair winter safety boots (suitable for Arctic operating conditions) **every two (2) fiscal years;**
- (f) summer work gloves;
- (g) winter work gloves;
- (h) latex safety gloves.

47.02 The quality and suitability of work clothing shall be a topic of discussion before the Occupational Health & Safety Committee.

47.03 The Employer shall make provisions for the laundering of employee's work clothing on the Employer's premises, at no cost to the employee.

Extreme Weather Conditions

47.04 Except in emergency circumstances, an employee shall not be required to work outside in extreme weather conditions.

47.05 The definition of extreme weather conditions shall be a topic of discussion before the Occupational Health & Safety Committee.

Article 48 **Apprentices**

48.01 The following are agreed upon terms and conditions of employment for employees engaged as apprentices by the Employer:

- (a) The *Apprenticeship, Trade and Occupations Certification Act* and pursuant Regulations shall apply to all apprentices employed by the Employer. A copy of the current Act & Regulations shall be supplied to the apprentice upon appointment.
- (b) Pay increases shall not be automatic but will be based upon levels of certification issued under the Regulations and shall be effective from the date of certification.
- (c) Apprentice rates will be based on a percentage of the appropriate journeyman rate as follows:

Four Year Apprenticeship

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

- 48.02 An Apprentice on an apprenticeship training course shall be entitled to their hourly rate of pay up to their regularly scheduled hours of work and all other benefits, terms and conditions of employment provided in this Agreement.
- 48.03 Apprentices successfully completing their apprenticeship will be given preference in hiring on job vacancies. Where an Apprentice, after completing their apprenticeship, is hired directly into a job vacancy, all time spent as an Apprentice shall count towards continuous employment with the Employer.

Article 49
Term Employees

- 49.01 Term Employees shall only be hired:
- (a) as leave replacements;
 - (b) in relation to, or in support of, training; and
 - (c) where no qualified candidate is available to fill a vacant indeterminate position; or
 - (d) pursuant to third party funding agreements.
- 49.02 Where a Term Employee is to be hired under Article 1.01(c), the Employer shall advise the Union of the circumstances upon request.
- 49.03 Notwithstanding any other provision of this Agreement, the Employer may hire a Term Employee as a replacement for an employee who is elected as a full-time paid union officer under Article 11.10 – Union Representation, for the duration of that leave and any extension thereof.
- 49.04 A Term Employee shall receive a minimum of two (2) weeks notice of termination of employment.

Article 50

Duty Travel

50.01 An employee who is authorized to travel on the Employer's business will be reimbursed for reasonable expenses incurred.

Entitlement

50.02 The entitlements set out hereunder are subject to the limitations in this Article. Any expenses incurred by an employee on duty travel which are in excess of the limitations set out in this Article may be compensated for by the Employer upon the provision of supporting receipts.

Transportation

50.03 The cost of transportation is as follows:

- (a) Economy air travel (employees may be entitled to travel business class if proof is provided that economy air travel was not available on a required flight);
- (b) privately-owned vehicle: where the use of a privately owned vehicle is authorized by the Employer, an allowance **in accordance with Government of Nunavut rates**.

Accommodation

- 50.04 (a) Commercial Accommodation: employees will be reimbursed for actual costs of authorized accommodation. Where possible employees shall use hotels which provide government or corporate discounted rates. When making a reservation the employee must request the discounted rate, and where the stay is expected to exceed one week the employee must request any weekly or monthly rates offered if cost-effective. Receipts must accompany commercial accommodation expenses in order to be compensated for.
- (b) Non-commercial Accommodation: where employees make private arrangements for overnight accommodation they may claim \$75.00 for each night.

Meals and Incidental Expenses

50.05 Per diem rates will be paid in accordance with the Government of Nunavut Rates.

Expenses over and above these amounts will not be reimbursed by the Employer.

Procedures

- 50.06 The Employer shall authorize duty travel before the start of a trip. Upon completion of a trip, the employee shall, within five (5) working days, submit to the Employer in writing, a claim for expenses and attach corresponding receipts.
- (a) The Employer shall authorize duty travel before the start of a trip.
 - (b) When requested by the employee, an advance sufficient to cover reasonable expenses shall be provided to the employee at least twenty-four (24) hours prior to the commencement of the trip.
 - (c) Upon completion of a trip the employee shall, within five (5) working days, submit to the Employer in writing, a list of expenses and attach corresponding receipts.
 - (d) Any amount by which the claim exceeds the advance shall be reimbursed to the employee within five (5) working days. Where the amount of the advance exceeds the claim, the difference will be deducted from the employee's next pay cheque.

Article 51 **Severance Pay**

Layoff

- 51.01 An employee who has one (1) year or more of continuous employment and who is laid off shall be paid severance pay at the time of layoff in the amount of two (2) weeks of pay for the first year of service and one (1) week for each year of continuous employment after the first year to a maximum of eight (8) weeks.
- 51.02 Severance pay shall be prorated in respect to any period of continuous employment, which is less than a complete year.

Article 52 **Northern Allowance**

- 52.01 All employees shall be paid a Northern Allowance. This allowance shall be based upon an annual amount, and shall be divided by 2080 for employees whose normal hours of work are eight (8) per day; and by 1820 for employees whose normal hours of work are seven (7) per day. The Northern Allowance shall be paid on all hours paid.

- 52.02 Effective April 1, **2020**, the Northern Allowance rate shall be equal to the Nunavut Northern Allowance rate for Kugaaruk contained in the Collective Agreement between all Government of Nunavut and the Nunavut Employees Union. **The Northern Allowance shall subsequently be increased at the same time and by the same amount as the rate for Kugaaruk in the Collective Agreement between the GN and the NEU.**
- 52.03 Ten thousand dollars (\$10,000) of an employee's Northern Allowance shall be designated as a travel allowance pursuant to the *Income Tax Act*.
- 52.04 (a) Full-time employees shall have the option to receive fifty percent (50%) of the Northern Allowance paid as a lump sum at the end of the fiscal year.
- (b) Employees who wish to have the Northern Allowance lump sum payment paid at the end of the fiscal year must notify the Employer, in writing, prior to February 15 **of each year**. An employee who elects to receive the Northern Allowance lump sum cannot revoke that election during the fiscal year.
- (c) Employees must be employed as of April 1 of a fiscal year, and must have completed **their** probationary period in order to receive the Northern Allowance lump sum payment at the end of the fiscal year.
- (d) The Northern Allowance lump sum shall be paid out between March 15 and April 15 each year.
- (e) There shall be no advances of the Northern Allowance lump sum payment.

Article 53 **Group Benefits Plan**

- 53.01 The Northern Employee Benefits Services (NEBS) Group Benefit Plan {i.e. Basic Group Life Insurance (3 x annual salary); Accidental Death, Disease & Dismemberment (3 x annual salary); Dependents Insurance; and Long Term Disability (70% taxable)} and Short Term Disability (Weekly Indemnity 60% non-taxable) plan are terms and conditions of employment for all eligible employees.
- 53.02 The Northern Employee Benefits Services (NEBS) Extended Health Care and Dental Insurance plans are optional plans available to each individual eligible employee.
- 53.03 The Employer shall advise the plan administrators 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.

- 53.04 The Employer shall remit all required premiums for the plans under this Article within a reasonable period, and shall forward all claims under these plans in a timely manner.
- 53.05 The Employer shall distribute to all employees eligible for coverage under the plans in this Article all literature, statements and materials produced by NEBS and the insurers, which are intended for distribution to the employees. New eligible employees shall be provided with plan booklets upon hire and shall be enrolled in a timely manner.
- 53.06 All issues concerning the insurance plans, including issues of premiums (approximately a 50 / 50 split depending on tax effectiveness), and eligibility for benefits shall be determined by the benefit plans providers.

Article 54 **Relocation Expenses**

Relocation Expenses on Initial Hire

- 54.01 Employees hired by the Employer from outside Kugaaruk shall be compensated for travel and relocation costs as follows:
- (a) travel and accommodation from point of hire in Canada to Kugaaruk for the employee, their spouse or common-law partner, and any dependent children residing with the employee upon the provision of supporting receipts;
 - (b) meals and incidental expenses per family member pursuant to Article 50.05;
 - (c) relocation costs for the shipment of household goods and personal belongings to a maximum of \$15,000.00 payable upon the provision of supporting receipts.

Relocation Expenses on Ultimate Removal

- 54.02 Where, at the time of hire, the Employer agrees to pay for removal costs for the employee from Kugaaruk to the point of hire within Canada, such costs shall be paid as set out in Article 54.01.

Article 55 **Re-opener of Agreement and Mutual Discussions**

Agreement Re-opener

55.01 This Agreement may be amended by mutual consent of the parties.

Mutual Discussions

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

Article 56
Duration and Renewal

56.01 The term of this Agreement shall be from April 1, **2020**, until March 31, **2025**. All provisions of the Agreement shall take effect on date of ratification, unless another date is specified.

56.02 Notwithstanding Article 56.01, the provisions of this Agreement, including the provisions for the adjustment of disputes in Article 37, 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.

56.03 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*.

56.04 Where notice to bargain collectively has been given under Article 56.03, 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.

DATED and SIGNED in Kugaaruk, Nunavut, this 8th day of March, 2024.

For the Employer:



~~Bobby Anaittuq, Acting SAO and
Director of Finance~~

Michelle Byers SAO



Teddy Apsaktaun, Mayor

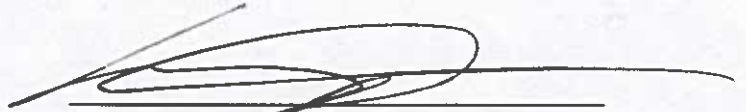


Guido Tigvareark, Deputy Mayor

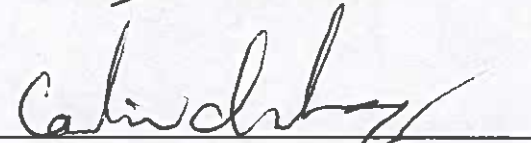


Christopher D. Buchanan,
Negotiator, McLennan Ross LLP

For the Union:



Tony Immingark, Union Member



Colin Inuksaq, Union Member



Gail Lem, Negotiator, PSAC

Schedule A
Hourly Rates of Pay

Effective April 1, 2020 - 2.0%

<u>Position</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
Administrative Assistant	\$24.34	\$24.85	\$25.36	\$25.89	\$26.45	\$27.01	\$27.46
Arena Supervisor	\$17.65	\$18.10	\$18.54	\$19.01	\$19.52	\$19.99	\$20.37
Bylaw Officer	\$20.86	\$21.39	\$21.91	\$22.46	\$22.99	\$23.59	\$24.06
EDO	\$29.48	\$30.18	\$30.97	\$31.73	\$32.53	\$33.36	\$33.99
Facility Maintainer	\$30.64	\$31.42	\$32.20	\$33.01	\$33.84	\$34.55	\$35.37
Finance Officer	\$34.44	\$35.12	\$35.82	\$36.53	\$37.28	\$38.03	\$38.78
Foreman	\$36.14	\$37.04	\$37.96	\$38.91	\$39.87	\$40.89	\$41.71
Garbage Truck Driver	\$25.71	\$26.35	\$27.01	\$27.67	\$28.38	\$29.07	\$29.66
Gym Supervisor	\$17.65	\$18.10	\$18.54	\$19.01	\$19.52	\$19.99	\$20.37
Labourer/Janitor	\$17.18	\$17.62	\$18.07	\$18.49	\$18.94	\$19.43	\$19.81
Lands Officer	\$22.51	\$23.08	\$23.68	\$24.26	\$24.87	\$25.48	\$26.00
Mechanic	\$33.66	\$34.49	\$35.36	\$36.24	\$37.16	\$38.06	\$38.84
Mechanic Class A	\$34.44	\$35.12	\$35.82	\$36.53	\$37.28	\$38.03	\$38.78
Mechanic Helper	\$16.61	\$17.02	\$17.43	\$17.85	\$18.33	\$18.79	\$19.15
Receptionist	\$20.79	\$21.30	\$21.82	\$22.37	\$22.91	\$23.50	\$23.97
Recreation Coordinator	\$26.22	\$26.76	\$27.26	\$27.79	\$28.38	\$28.94	\$29.54
Road Maintainer	\$27.53	\$28.08	\$28.65	\$29.22	\$29.81	\$30.40	\$30.97
Water/Sewer Driver	\$25.71	\$26.35	\$27.01	\$27.67	\$28.38	\$29.07	\$29.66
Water/Sewer Lead Hand	\$26.85	\$27.50	\$28.18	\$28.91	\$29.63	\$30.36	\$30.98
Water/Sewer Swamper	\$19.40	\$19.88	\$20.37	\$20.85	\$21.41	\$21.95	\$22.37
Summer Student	\$17.65	\$18.10	\$18.54	\$19.01	\$19.52	\$19.99	\$20.37
Dog Catcher	\$20.86	\$21.39	\$21.91	\$22.46	\$22.99	\$23.59	\$24.06
Annual Town Clean-Up Labourer	\$17.18	\$17.62	\$18.07	\$18.49	\$18.94	\$19.43	\$19.81
Water Treatment Plant Operator	\$30.64	\$31.42	\$32.20	\$33.01	\$33.84	\$34.55	\$35.37
Heavy Equipment Operator	\$27.53	\$28.08	\$28.65	\$29.22	\$29.81	\$30.40	\$30.97
<u>Third Party Funded Positions</u>							
Community Wellness Coordinator	\$25.00						
Shelter Worker	\$21.03						
Shelter Manager	\$25.52						
Radio Announcer	\$30.00						
Clean Energy Worker	\$45.00						
Canadian Prenatal Program							
Coordinator	\$25.00						
Fire Chief	\$30.00						

Effective April 1, 2021 - 2.0%

<u>Position</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
Administrative Assistant	\$24.83	\$25.35	\$25.87	\$26.41	\$26.98	\$27.56	\$28.01
Arena Supervisor	\$18.01	\$18.47	\$18.92	\$19.40	\$19.92	\$20.39	\$20.78
Bylaw Officer	\$21.28	\$21.82	\$22.35	\$22.91	\$23.45	\$24.07	\$24.55
EDO	\$30.07	\$30.79	\$31.59	\$32.37	\$33.19	\$34.03	\$34.67
Facility Maintainer	\$31.26	\$32.05	\$32.85	\$33.68	\$34.52	\$35.25	\$36.08
Finance Officer	\$35.13	\$35.83	\$36.54	\$37.27	\$38.03	\$38.80	\$39.56
Foreman	\$36.87	\$37.79	\$38.72	\$39.69	\$40.67	\$41.71	\$42.55
Garbage Truck Driver	\$26.23	\$26.88	\$27.56	\$28.23	\$28.95	\$29.66	\$30.26
Gym Supervisor	\$18.01	\$18.47	\$18.92	\$19.40	\$19.92	\$20.39	\$20.78
Labourer/Janitor	\$17.53	\$17.98	\$18.44	\$18.86	\$19.32	\$19.82	\$20.21
Lands Officer	\$22.97	\$23.55	\$24.16	\$24.75	\$25.37	\$25.99	\$26.52
Mechanic	\$34.34	\$35.18	\$36.07	\$36.97	\$37.91	\$38.83	\$39.62
Mechanic Class A	\$35.13	\$35.83	\$36.54	\$37.27	\$38.03	\$38.80	\$39.56
Mechanic Helper	\$16.95	\$17.37	\$17.78	\$18.21	\$18.70	\$19.17	\$19.54
Receptionist	\$21.21	\$21.73	\$22.26	\$22.82	\$23.37	\$23.97	\$24.45
Recreation Coordinator	\$26.75	\$27.30	\$27.81	\$28.35	\$28.95	\$29.52	\$30.14
Road Maintainer	\$28.09	\$28.65	\$29.23	\$29.81	\$30.41	\$31.01	\$31.59
Water/Sewer Driver	\$26.23	\$26.88	\$27.56	\$28.23	\$28.95	\$29.66	\$30.26
Water/Sewer Lead Hand	\$27.39	\$28.05	\$28.75	\$29.49	\$30.23	\$30.97	\$31.60
Water/Sewer Swamper	\$19.79	\$20.28	\$20.78	\$21.27	\$21.84	\$22.39	\$22.82
Summer Student	\$18.01	\$18.47	\$18.92	\$19.40	\$19.92	\$20.39	\$20.78
Dog Catcher	\$21.28	\$21.82	\$22.35	\$22.91	\$23.45	\$24.07	\$24.55
Annual Town Clean-Up Labourer	\$17.53	\$17.98	\$18.44	\$18.86	\$19.32	\$19.82	\$20.21
Water Treatment Plant Operator	\$31.26	\$32.05	\$32.85	\$33.68	\$34.52	\$35.25	\$36.08
Heavy Equipment Operator	\$28.09	\$28.65	\$29.23	\$29.81	\$30.41	\$31.01	\$31.59
<u>Third Party Funded Positions</u>							
Community Wellness Coordinator	\$25.50						
Shelter Worker	\$21.46						
Shelter Manager	\$26.04						
Radio Announcer	\$30.60						
Clean Energy Worker	\$45.90						
Canadian Prenatal Program Coordinator	\$25.50						
Fire Chief	\$30.60						

Effective April 1, 2022 - 2.5%

<u>Position</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
Administrative Assistant	\$25.46	\$25.99	\$26.52	\$27.08	\$27.66	\$28.25	\$28.72
Arena Supervisor	\$18.47	\$18.94	\$19.40	\$19.89	\$20.42	\$20.90	\$21.30
Bylaw Officer	\$21.82	\$22.37	\$22.91	\$23.49	\$24.04	\$24.68	\$25.17
EDO	\$30.83	\$31.56	\$32.38	\$33.18	\$34.02	\$34.89	\$35.54
Facility Maintainer	\$32.05	\$32.86	\$33.68	\$34.53	\$35.39	\$36.14	\$36.99
Finance Officer	\$36.01	\$36.73	\$37.46	\$38.21	\$38.99	\$39.77	\$40.55
Foreman	\$37.80	\$38.74	\$39.69	\$40.69	\$41.69	\$42.76	\$43.62
Garbage Truck Driver	\$26.89	\$27.56	\$28.25	\$28.94	\$29.68	\$30.41	\$31.02
Gym Supervisor	\$18.47	\$18.94	\$19.40	\$19.89	\$20.42	\$20.90	\$21.30
Labourer/Janitor	\$17.97	\$18.43	\$18.91	\$19.34	\$19.81	\$20.32	\$20.72
Lands Officer	\$23.55	\$24.14	\$24.77	\$25.37	\$26.01	\$26.64	\$27.19
Mechanic	\$35.20	\$36.06	\$36.98	\$37.90	\$38.86	\$39.81	\$40.62
Mechanic Class A	\$36.01	\$36.73	\$37.46	\$38.21	\$38.99	\$39.77	\$40.55
Mechanic Helper	\$17.38	\$17.81	\$18.23	\$18.67	\$19.17	\$19.65	\$20.03
Receptionist	\$21.75	\$22.28	\$22.82	\$23.40	\$23.96	\$24.57	\$25.07
Recreation Coordinator	\$27.42	\$27.99	\$28.51	\$29.06	\$29.68	\$30.26	\$30.90
Road Maintainer	\$28.80	\$29.37	\$29.97	\$30.56	\$31.18	\$31.79	\$32.38
Water/Sewer Driver	\$26.89	\$27.56	\$28.25	\$28.94	\$29.68	\$30.41	\$31.02
Water/Sewer Lead Hand	\$28.08	\$28.76	\$29.47	\$30.23	\$30.99	\$31.75	\$32.39
Water/Sewer Swamper	\$20.29	\$20.79	\$21.30	\$21.81	\$22.39	\$22.95	\$23.40
Summer Student	\$18.47	\$18.94	\$19.40	\$19.89	\$20.42	\$20.90	\$21.30
Dog Catcher	\$21.82	\$22.37	\$22.91	\$23.49	\$24.04	\$24.68	\$25.17
Annual Town Clean-Up Labourer	\$17.97	\$18.43	\$18.91	\$19.34	\$19.81	\$20.32	\$20.72
Water Treatment Plant Operator	\$32.05	\$32.86	\$33.68	\$34.53	\$35.39	\$36.14	\$36.99
Heavy Equipment Operator	\$28.80	\$29.37	\$29.97	\$30.56	\$31.18	\$31.79	\$32.38
<u>Third Party Funded Positions</u>							
Community Wellness Coordinator	\$26.14						
Shelter Worker	\$22.00						
Shelter Manager	\$26.70						
Radio Announcer	\$31.37						
Clean Energy Worker	\$47.05						
Canadian Prenatal Program Coordinator	\$26.14						
Fire Chief	\$31.37						

Effective April 1, 2023 - 2.75%

<u>Position</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
Administrative Assistant	\$26.17	\$26.71	\$27.25	\$27.83	\$28.43	\$29.03	\$29.51
Arena Supervisor	\$18.98	\$19.47	\$19.94	\$20.44	\$20.99	\$21.48	\$21.89
Bylaw Officer	\$22.43	\$22.99	\$23.55	\$24.14	\$24.71	\$25.36	\$25.87
EDO	\$31.68	\$32.43	\$33.28	\$34.10	\$34.96	\$35.85	\$36.52
Facility Maintainer	\$32.94	\$33.77	\$34.61	\$35.48	\$36.37	\$37.14	\$38.01
Finance Officer	\$37.01	\$37.75	\$38.50	\$39.27	\$40.07	\$40.87	\$41.67
Foreman	\$38.84	\$39.81	\$40.79	\$41.81	\$42.84	\$43.94	\$44.82
Garbage Truck Driver	\$27.63	\$28.32	\$29.03	\$29.74	\$30.50	\$31.25	\$31.88
Gym Supervisor	\$18.98	\$19.47	\$19.94	\$20.44	\$20.99	\$21.48	\$21.89
Labourer/Janitor	\$18.47	\$18.94	\$19.44	\$19.88	\$20.36	\$20.88	\$21.29
Lands Officer	\$24.20	\$24.81	\$25.46	\$26.07	\$26.73	\$27.38	\$27.94
Mechanic	\$36.17	\$37.06	\$38.00	\$38.95	\$39.93	\$40.91	\$41.74
Mechanic Class A	\$37.01	\$37.75	\$38.50	\$39.27	\$40.07	\$40.87	\$41.67
Mechanic Helper	\$17.86	\$18.30	\$18.74	\$19.19	\$19.70	\$20.20	\$20.59
Receptionist	\$22.35	\$22.90	\$23.45	\$24.05	\$24.62	\$25.25	\$25.76
Recreation Coordinator	\$28.18	\$28.76	\$29.30	\$29.86	\$30.50	\$31.10	\$31.75
Road Maintainer	\$29.60	\$30.18	\$30.80	\$31.41	\$32.04	\$32.67	\$33.28
Water/Sewer Driver	\$27.63	\$28.32	\$29.03	\$29.74	\$30.50	\$31.25	\$31.88
Water/Sewer Lead Hand	\$28.86	\$29.56	\$30.29	\$31.07	\$31.85	\$32.63	\$33.29
Water/Sewer Swamper	\$20.85	\$21.37	\$21.89	\$22.41	\$23.01	\$23.59	\$24.05
Summer Student	\$18.98	\$19.47	\$19.94	\$20.44	\$20.99	\$21.48	\$21.89
Dog Catcher	\$22.43	\$22.99	\$23.55	\$24.14	\$24.71	\$25.36	\$25.87
Annual Town Clean-Up Labourer	\$18.47	\$18.94	\$19.44	\$19.88	\$20.36	\$20.88	\$21.29
Water Treatment Plant Operator	\$32.94	\$33.77	\$34.61	\$35.48	\$36.37	\$37.14	\$38.01
Heavy Equipment Operator	\$29.60	\$30.18	\$30.80	\$31.41	\$32.04	\$32.67	\$33.28
<u>Third Party Funded Positions</u>							
Community Wellness Coordinator	\$26.86						
Shelter Worker	\$22.61						
Shelter Manager	\$27.44						
Radio Announcer	\$32.24						
Clean Energy Worker	\$48.35						
Canadian Prenatal Program Coordinator	\$26.86						
Fire Chief	\$32.24						

Effective April 1, 2024 - 3.0%

<u>Position</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
Administrative Assistant	\$26.96	\$27.52	\$28.07	\$28.67	\$29.29	\$29.91	\$30.40
Arena Supervisor	\$19.55	\$20.06	\$20.54	\$21.06	\$21.62	\$22.13	\$22.55
Bylaw Officer	\$23.11	\$23.68	\$24.26	\$24.87	\$25.46	\$26.13	\$26.65
EDO	\$32.64	\$33.41	\$34.28	\$35.13	\$36.01	\$36.93	\$37.62
Facility Maintainer	\$33.93	\$34.79	\$35.65	\$36.55	\$37.47	\$38.26	\$39.16
Finance Officer	\$38.13	\$38.89	\$39.66	\$40.45	\$41.28	\$42.10	\$42.93
Foreman	\$40.01	\$41.01	\$42.02	\$43.07	\$44.13	\$45.26	\$46.17
Garbage Truck Driver	\$28.46	\$29.17	\$29.91	\$30.64	\$31.42	\$32.19	\$32.84
Gym Supervisor	\$19.55	\$20.06	\$20.54	\$21.06	\$21.62	\$22.13	\$22.55
Labourer/Janitor	\$19.03	\$19.51	\$20.03	\$20.48	\$20.98	\$21.51	\$21.93
Lands Officer	\$24.93	\$25.56	\$26.23	\$26.86	\$27.54	\$28.21	\$28.78
Mechanic	\$37.26	\$38.18	\$39.14	\$40.12	\$41.13	\$42.14	\$43.00
Mechanic Class A	\$38.13	\$38.89	\$39.66	\$40.45	\$41.28	\$42.10	\$42.93
Mechanic Helper	\$19.03	\$19.51	\$20.03	\$20.48	\$20.98	\$21.51	\$21.93
Receptionist	\$23.03	\$23.59	\$24.16	\$24.78	\$25.36	\$26.01	\$26.54
Recreation Coordinator	\$29.03	\$29.63	\$30.18	\$30.76	\$31.42	\$32.04	\$32.71
Road Maintainer	\$30.49	\$31.09	\$31.73	\$32.36	\$33.01	\$33.66	\$34.28
Water/Sewer Driver	\$28.46	\$29.17	\$29.91	\$30.64	\$31.42	\$32.19	\$32.84
Water/Sewer Lead Hand	\$29.73	\$30.45	\$31.20	\$32.01	\$32.81	\$33.61	\$34.29
Water/Sewer Swamper	\$21.48	\$22.02	\$22.55	\$23.09	\$23.71	\$24.30	\$24.78
Summer Student	\$19.55	\$20.06	\$20.54	\$21.06	\$21.62	\$22.13	\$22.55
Dog Catcher	\$23.11	\$23.68	\$24.26	\$24.87	\$25.46	\$26.13	\$26.65
Annual Town Clean-Up Labourer	\$19.03	\$19.51	\$20.03	\$20.48	\$20.98	\$21.51	\$21.93
Water Treatment Plant Operator	\$33.93	\$34.79	\$35.65	\$36.55	\$37.47	\$38.26	\$39.16
Heavy Equipment Operator	\$30.49	\$31.09	\$31.73	\$32.36	\$33.01	\$33.66	\$34.28
<u>Third Party Funded Positions</u>							
Community Wellness Coordinator	\$27.67						
Shelter Worker	\$23.29						
Shelter Manager	\$28.27						
Radio Announcer	\$33.21						
Clean Energy Worker	\$49.81						
Canadian Prenatal Program Coordinator	\$27.67						
Fire Chief	\$33.21						

Pay Notes:

- 1) **Employees** shall move from one step to the next higher step on their anniversary date.
- 2) The Employer will review the placement of each bargaining unit member on the pay grid based on their date of hire, hours worked and job classification changes. Any adjustments that result in a higher rate of pay will be effective the date of ratification.
- 3) **New wage grids shall be implemented within thirty (30) days of ratification of the renewed agreement. Retroactivity on all hours worked in the bargaining unit since the expiry of the previous agreement and the date new wage rates are implemented shall be paid within sixty (60) days of ratification of the renewed agreement.**

MEMORANDUM OF AGREEMENT

- between -

PUBLIC SERVICE ALLIANCE OF CANADA

- and -

HAMLET OF KUGAARUK

Termination of Third Party Funded Contracts

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

The Employer and the Union acknowledge that a number of employees are employed as a result of the Employer entering into contracts with other agencies for the provision of services. A circumstance may arise where the funds that the Employer receives under these contracts are less than the Employer's cost of having employees provide these services.

Therefore the Employer and the Union agree:

1. In the event that the Employer is contemplating the termination of a contract with another agency which will have the effect of the lay off of one or more employees in the Bargaining Unit, the Employer shall provide not less than forty-five (45) days notice in writing to the Union of the contract that may be terminated, along with the consequences to the employees of the Bargaining Unit if that contract is terminated.
2. At the request of either party, the Employer and the Union shall meet within the forty-five (45) day notice period to discuss alternatives to the termination of the contract. The Employer will grant leave with pay for one (1) employee, who would be affected by the contemplated termination of the contract, to attend the meeting on behalf of the Union. The Employer will provide the Union with a copy of the contract and its rationale for contemplating the termination of the contract.
3. If an agreement is reached between the Employer and the Union with respect to an alternative to the termination of the contract, that agreement shall become a Memorandum of Agreement, shall be signed by both the Union and the Employer, and shall be incorporated into the Collective Agreement.

4. If the Employer and the Union do not reach an agreement, the Employer may exercise its rights under the Collective Agreement.
5. Notice given to the Union under this Memorandum of Agreement shall not constitute notice of lay off under Article 40.03.