

COLLECTIVE AGREEMENT

Between

THE PUBLIC SERVICE ALLIANCE OF CANADA
(as Represented by its Agent NUNAVUT EMPLOYEES UNION)

and

HAMLET OF ARVIAT

Effective From: April 1, 2015
To: March 31, 2019

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|---------------------------|----------------------|
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ARTICLE 1 - PURPOSE OF AGREEMENT	2
ARTICLE 2 - INTERPRETATION AND DEFINITIONS.....	2
ARTICLE 3 - RECOGNITION.....	4
ARTICLE 4 - APPLICATION	4
ARTICLE 5 - CONFLICT WITH AGREEMENT PROVISIONS	5
ARTICLE 6 - HUMAN RIGHTS.....	5
ARTICLE 7 - STRIKES AND LOCKOUTS	6
ARTICLE 8 - MANAGERIAL RIGHTS/RESPONSIBILITIES.....	7
ARTICLE 9 - EMPLOYERS DIRECTIVES.....	7
ARTICLE 10 - UNION ACCESS TO EMPLOYER PREMISES	7
ARTICLE 11 - APPOINTMENT OF REPRESENTATIVES.....	7
ARTICLE 12 - TIME OFF FOR UNION BUSINESS	7
ARTICLE 13 - UNION MEMBERSHIP FEES	8
ARTICLE 14 - INFORMATION	9
ARTICLE 15 - SENIORITY	9
ARTICLE 16 - PROVISION FOR UNION INFORMATION	10
ARTICLE 17 - DESIGNATED PAID HOLIDAYS	10
ARTICLE 18 - LEAVE GENERAL	11
ARTICLE 19 - VACATION PAY	12
ARTICLE 20 - SPECIAL LEAVE	13
ARTICLE 21 - SICK LEAVE.....	14
ARTICLE 22 - OTHER TYPES OF LEAVE.....	15
ARTICLE 23 - HOURS OF WORK.....	17
ARTICLE 24 - OVERTIME	17
ARTICLE 25 - PAY.....	18
ARTICLE 26 - JOB DESCRIPTION.....	20
ARTICLE 27 - CLASSIFICATION	20
ARTICLE 28 - TRAINING	20
ARTICLE 29 - EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES	20
ARTICLE 30 - SUSPENSION AND DISCIPLINE.....	21
ARTICLE 31 - ADJUSTMENT OF DISPUTES	21
ARTICLE 32 - LABOUR MANAGEMENT COMMITTEE.....	25
ARTICLE 33 - RIGHT TO REFUSE DANGEROUS WORK	25
ARTICLE 34 - WORK CLOTHING AND TOOLS	25
ARTICLE 35 - APPRENTICES	26
ARTICLE 36 - NORTHERN ALLOWANCE	27
ARTICLE 37 - PENSION AND BENEFITS	27
ARTICLE 38 - NO CONTRACTING OUT	28
ARTICLE 39 - CASUALS.....	28
ARTICLE 40 - SEVERANCE PAY.....	28
ARTICLE 41 - LAY-OFF AND JOB SECURITY	29
ARTICLE 42 - BILINGUAL POSITIONS.....	29
ARTICLE 43 - DURATION AND RENEWAL	30
MEMORANDUM OF UNDERSTANDING	32
LETTER OF UNDERSTANDING	33
LETTER OF UNDERSTANDING	34
APPENDIX A – RATES OF PAY.....	35

ARTICLE 1 - PURPOSE OF AGREEMENT

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

ARTICLE 2 - INTERPRETATION AND DEFINITIONS

- 2.01 For the purpose of this Agreement:
- (a) "Abandonment of position" occurs when an employee has not reported for work and has not contacted the Employer for a period of five (5) consecutive working days.
 - (b) "Alliance" means the Public Service Alliance of Canada.
 - (c) "Allowance" means an amount payable to an employee in addition to the regular remuneration payable to that employee for work performed.
 - (d) "Bargaining Unit" means all employees of the Employer except the Senior Administration Officer, Assistant Senior Administration Officer, Municipal Works Foreman and Finance Officer.
 - (e) "Casual employee" means a person who works on a temporary or seasonal basis for a period not exceeding six months.
 - (f) "Committee" means the Labour/Management Committee.
 - (g) A "common-law spouse" relationship is said to exist when, for a continuous period of at least one year, an employee has lived with a person, and lives and intends to continue to live with that person as if that person were their spouse.
 - (h) "Continuous Employment" and "Continuous Service" means uninterrupted employment with the Hamlet;
 - (i) "Day of Rest" in relation to an employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of their position.
 - (j) "Demotion" means the reassignment of an employee for reasons of inefficiency, or incompatibility to a function for which the maximum rate of pay is less than that of the former function.

- (k) "Dependant" means a person who is the employee's spouse (including common-law), child, stepchild, adopted child, foster child who is under eighteen' years of age and dependent of him/her for support. A foster child must be living with the employee for a continuous period of at least two years and have filed a statutory declaration with the Employer.
- (l) "Designated Paid Holiday" means the twenty-four (24) hour period commencing at 12 midnight at the beginning of a day designated as a paid holiday in this Agreement.
- (m) "Employee" means a member of the bargaining unit.
- (n) "Employer" and "Hamlet" means the Hamlet of Arviat.
- (o) "Fiscal Year" means the period of time from April 1, in one year to March 31, in the following year.
- (p) "Grievance" is a complaint in writing that an employee, group of employees or the Union submits to the Employer, or that the Employer submits to the Union to be processed through the grievance procedure.
- (q) "Lay-Off" means the termination of employment of one or more employees for reasons of fiscal restraint, shortage of work, position or employee redundancy, program discontinuation, or any combination of these factors.
- (r) "Leave of Absence" means absence from duty, with or without pay, with the Employer's permission.
- (s) "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.
- (t) "Overtime" means work authorized in advance by the Employer to be undertaken and performed by an employee who is required to work in excess of his or her maximum regularly scheduled daily or weekly hours of work. In the case of part time employees, overtime means all hours worked in excess of the regular hours of work for a full-time employee in the same position.
- (u) "Permanent part-time Employee" means an Employee who works less than the standard hours of work of a full time Employee in that same position, and who has been hired on an indeterminate basis.
- (v) "Probation" means a period of six (6) months from the day upon which an employee is first appointed to the Hamlet of Arviat or a period of four (4) months after an employee has been transferred or promoted.
- (w) "Promotion" means the appointment of an employee to a new position, the maximum rate of pay of which exceeds that of the employee's former position.
- (x) "Rates of Pay"

- (i) "weekly rate of pay" means an employee's hourly rate of pay multiplied by their regularly scheduled weekly hours of work;
 - (ii) "daily rate of pay" means an employee's hourly rate of pay multiplied by their regularly scheduled daily hours of work;
 - (iii) "bi-weekly rate of pay" means an employee's weekly rate of pay multiplied by two (2).
 - (y) "Representative" means an employee who has been elected or appointed as an area steward or who represents the Union at meetings with management and who is authorized to represent the Union.
 - (z) "Seniority" means length of continuous service with the Employer.
 - (aa) "Term Employee" means an Employee who is hired for a fixed term. Term employees' employment shall end at the expiry of the term.
 - (bb) "Transfer" means the appointment of an employee to a new position, that does not constitute a promotion or demotion and that does not involve a change in pay.
 - (cc) "Union" means the Public Service Alliance of Canada as represented by its agent Nunavut Employees Union.
 - (dd) "Week" for the purposes of this Agreement shall be deemed to commence at 12:01 A.M. on Monday and terminate at midnight on Sunday.
- 2.02 Except as otherwise provided in this Agreement, expressions used in this Agreement have the same meaning as given to them in the *Interpretation Act*.
- 2.03 Where the masculine gender is used, it shall be considered to include the female gender unless any provision of this Agreement otherwise specifies.
- 2.04 "May" shall be regarded as permissive and "Shall" and "Will" as imperative.

ARTICLE 3 - RECOGNITION

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

ARTICLE 4 - APPLICATION

- 4.01 The provisions of this Agreement apply to the Union, the employees, and the Employer.
- 4.02 Permanent part time regular employees shall be entitled to the benefits to which they are entitled under the provisions of the Collective Agreement applied on a pro rata basis.

ARTICLE 5 - CONFLICT WITH AGREEMENT PROVISIONS

- 5.01 Where there is any conflict between the provisions of this Agreement and any regulation, direction or other instrument dealing with terms and conditions of employment issued by the Employer, the provisions of this Agreement shall prevail only to the extent that the matter giving rise to the conflict is specifically addressed within the agreement, unless the Employer is compelled by law to issue and enforce such regulation, direction of other instrument.

ARTICLE 6 - HUMAN RIGHTS

DISCRIMINATION

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

FREEDOM FROM HARASSMENT

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

Definitions

- 6.03 "Personal harassment" means any improper behaviour by a person employed by the Employer that is directed at and offensive to another person employed by the Employer which the first person knew or ought reasonably to have known would be unwelcome. Personal harassment comprises objectionable conduct, comment, act or display that demeans, belittles or causes personal humiliation or embarrassment to the recipient.
- 6.04 "Sexual harassment" means any conduct, comment, gesture or contact of a sexual nature:
- (a) that might reasonably be expected to cause offence or humiliation; or
 - (b) that might reasonably be perceived as placing a condition of a sexual nature on employment or on an opportunity for training or promotion.
- 6.05 "Abuse of authority" means an individual's improper use of power and authority inherent in the position held, by means of intimidation, threats, blackmail or coercion. This comprises actions which endanger an employee's job, undermine an employee's ability to perform the job or threatens the economic livelihood of an employee. However, it shall not include the legitimate exercise of an individual's supervisory power or authority.

Procedure

- 6.06 Complaints of personal harassment, sexual harassment and abuse of authority must be brought to the Senior Administrative officer and/or to a member of the Hamlet Council of the complainants choice in the event that the SAO is the subject of the complaint.
- 6.07 Any level in the grievance procedure may be waived if a person hearing the grievance is the subject of the complaint.
- 6.08 Grievances under this Article will be handled with all possible confidentiality and dispatch by the Union and the Employer.
- 6.09 An alleged offender shall be given notice of the substance of a complaint under this Article and shall be given notice of and be entitled to attend, participate in, and be represented at any grievance hearing or any adjudication under this Agreement.

FREEDOM FROM WORK PLACE VIOLENCE

- 6.10 "Workplace violence" means any incident in which an employee is abused, threatened or assaulted during the course of his or her employment, and includes but is not limited to all forms of harassment, bullying, intimidation and intrusive behaviour of a physical or emotional nature.
- 6.11 All employees of the Employer are entitled to employment free of workplace violence.
- 6.12 The Employer will make every reasonable effort to ensure that no employee is subjected to workplace violence. The employees agree to support and cooperate with the Employer in its efforts to prevent workplace violence.
- 6.13 No employee shall be required to perform work at any worksite under circumstances of workplace violence by third parties. Where employees have concerns about performing work at any worksite, they shall report those concerns to the Employer.
- 6.14 Complaints of workplace violence may be brought to the attention of the Senior Administrative Officer. Employees may be assisted by the Union in making a complaint.
- 6.15 The Employer will not disclose the name of the complainant or the circumstances related to the complaint to any person. except where disclosure is necessary for the purposes of investigating the complaint or taking disciplinary measures in relation thereto.

ARTICLE 7 - STRIKES AND LOCKOUTS

- 7.01 During the duration of the Collective Agreement, and thereafter until it is renewed, replaced or until the bargaining unit is in a legal position, there shall be no stoppage, interruption, or impeding of work including study sessions, sit-downs, slow-downs, or strike action by any employee.
- 7.02 Where the Bargaining Unit is not in a legal strike position, the Employer may discipline any employee who takes part in any such action.

ARTICLE 8 - MANAGERIAL RIGHTS/RESPONSIBILITIES

- 8.01 Except where expressly provided for in this agreement, the Employer is unrestricted in its capacity to discharge its managerial functions in relation to the operation of the Hamlet.
- 8.02 The Employer shall exercise its rights in a manner which is fair, reasonable, without discrimination and consistent with this collective agreement.

ARTICLE 9 - EMPLOYERS DIRECTIVES

- 9.01 The Employer shall provide a copy of all personnel directives, including those which are intended to clarify or interpret the provisions of the Collective Agreement, to the Union.

ARTICLE 10 - UNION ACCESS TO EMPLOYER PREMISES

- 10.01 Upon reasonable notice, the Employer shall permit access to its work premises by an accredited representative of the Union at such time as is reasonable to the Employer.

ARTICLE 11 - APPOINTMENT OF REPRESENTATIVES

- 11.01 The Employer acknowledges the right of the Union to appoint employees as Representatives. The Union will provide the Employer with the names of all Representatives within the Bargaining Unit.

ARTICLE 12 - TIME OFF FOR UNION BUSINESS

Arbitration Hearing

- 12.01 At the Union's request the Employer will grant leave with pay to any employee whose presence is essential to representation of the Union before an Arbitration hearing Employee called as a Witness.
- 12.02 The Employer will grant leave with pay to a witness called by an employee who is party to the grievance for the actual time that an employee is required as a witness.
- 12.03 Where an employee and his/her Representative are involved in the process of investigation, preparing, and initial presentation of his/her grievance, they each will be granted leave with pay to a maximum of two working days.
- 12.04 The Employer shall grant leave with pay to two employee Representatives for the purpose of attending contract negotiations on behalf of the Union for the duration of such negotiations.
- 12.05 The Employer will grant leave with pay to employees who have been invited to attend a meeting with management as representatives of the Union.

- 12.06 Where operational requirements and circumstances permit leave without pay for a maximum of 10 working days in any fiscal year will be granted for the conduct or transaction of any and all union business. Such leave shall not be unreasonably denied.
- 12.07 Any employee holding an elected position in the Union shall be granted leave without pay reimbursable to the Employer for the length of time necessary to perform the duties of the position.

Leave for Elected Officers

- 12.08 Employees elected to full-time paid positions with the Nunavut Employees Union, or as PSAC Regional Executive Vice-President for the North, shall be granted a leave of absence for the term of office. The employee's seniority shall be maintained but will not accrue during the leave of absence. At the conclusion of the leave of absence, the employee will return to the same or a comparable position to that which the employee held at the commencement of the leave. Sick leave credits earned prior to the leave will be credited to the employee and other applicable benefits will be reinstated with the Employer.

The Employer shall continue to pay to such employees their applicable salaries and benefits in accordance with the terms of the Collective Agreement. Upon invoice by the Hamlet, the Union shall reimburse the Employer for all associated costs.

ARTICLE 13 - UNION MEMBERSHIP FEES

- 13.01 The Employer will, as a condition of employment, deduct an amount equal to the amount of Membership Fees from the pay of all employees in the Bargaining Unit.
- 13.02 The Union shall inform the Employer in writing of the Membership Fees for each employee within the Bargaining Unit. Where the Union serves the Employer notice of a dues increase during the life of the Collective Agreement, the dues increase shall take effect in the month following the date the Employer receives the notice.
- 13.03 For the purpose of applying Article 13.01, deductions from pay for each employee will occur on a bi-weekly basis.
- 13.04 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.
- 13.05 The amounts deducted in accordance with Clause 13.01 shall be remitted to the Comptroller of the Alliance by cheque monthly and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.
- 13.06 The Employer may agree to make deductions for other purposes on the basis of the production of appropriate documentation.
- 13.07 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.

- 13.08 The Employer agrees to identify annually on each employees T-4 slip the total amount of Membership Fees deducted for the preceding year.

ARTICLE 14 - INFORMATION

- 14.01 The Employer will provide the Union with a copy of its Monthly Staffing Report which shall include a listing of the staff complement for the prior month, employee classifications and rates of pay, employment status and social insurance numbers along with notations respecting hiring and terminations.
- 14.02 The Employer shall make available to each employee a copy of the Collective Agreement.
- 14.03 Every new employee who is a member of the Bargaining Unit shall upon commencement be provided with a copy of the Collective Agreement along with an opportunity to meet during normal working hours at a time acceptable to the Employer, with a representative of the Union for the purpose of reviewing this agreement and a general orientation regarding Union business.
- 14.04 The Hamlet and Union agree to share the cost (50% each) of printing and translating the Collective Agreement.

ARTICLE 15 - SENIORITY

- 15.01 Seniority is defined as the length of continuous service with the Employer, and shall be applied on a bargaining unit wide basis.
- 15.02 (a) A newly hired employee shall be on probation for a period of six (6) months and shall be entitled to all rights and benefits of the Collective Agreement unless specifically excluded.
- (b) An employee shall be on probation for a period of four (4) months when an employee has been promoted or transferred. During the probationary period, the employee shall be entitled to all rights and benefits of this agreement.
- 15.03 The Employer shall maintain and post a seniority list.
- 15.04 Employees shall lose their seniority in the following circumstances:
- (a) if they are discharged for just cause;
- (b) if they resign voluntarily;
- (c) if they abandon their position;
- (d) if they are on lay off for more than twelve (12) months
- (e) if following a lay-off they fail to return to work within fourteen (14) working days of being recalled.

ARTICLE 16 - PROVISION FOR UNION INFORMATION

- 16.01 The Employer shall provide centrally located bulletin board space in the Hamlet Office clearly identified for exclusive Union use.
- 16.02 The Employer shall allow the Union and the members of the Bargaining Unit to use a suitable meeting room from time to time for the conducting of business relating to the Bargaining Unit.
- 16.03 A new employee shall have the right to have a representative of the Union provide an orientation presentation in regards to the Union during regular working hours.

ARTICLE 17 - DESIGNATED PAID HOLIDAYS

- 17.01 The following days are Designated Paid Holidays for employees covered by this Collective Agreement:
 - (a) New Year's Day;
 - (a) Good Friday;
 - (b) Easter Monday;
 - (c) Victoria Day;
 - (d) Canada Day;
 - (e) Civic Holiday, The first Monday in August;
 - (f) Labour Day;
 - (g) Thanksgiving Day
 - (h) Remembrance Day
 - (i) Christmas Day
 - (j) Boxing Day
 - (k) Hamlet Day (the day following Labour Day)
 - (l) Nunavut Day
- 17.02 Clause 17.01 does not apply to an employee who is absent without cause on both the working day immediately preceding and the working day following the Designated Paid Holiday.

HOLIDAY FALLING ON A DAY OF REST

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

- 17.04 When a Designated Paid Holiday for an employee is moved to another day under the provisions of Clause 17.03:
- (a) work performed by an employee on the day from which the Designated Paid Holiday was moved shall be considered as work performed on a day of rest and
 - (b) work performed by an employee on the day to which the Designated Paid Holiday was moved, shall be considered as work performed on a Designated Paid Holiday.
- 17.05 An employee who is required to work on a Designated Paid Holiday as part of his/her regularly scheduled hours of duty or as overtime when he/she is not scheduled to work shall be paid, in addition to the pay that he/she would have been granted had he/she not worked on the holiday:
- (a) One and one-half (1 ½%) times' his/her hourly rate of pay for all hours worked; or
 - (b) equivalent time off with pay at the overtime rate.
- 17.06 Where a day that is a Designated Paid Holiday for an employee falls within a period of leave with pay, the holiday shall not count as a day of leave.
- 17.07 An employee shall not be required to work both Christmas and New Year's Day, unless the operational circumstances warrant this.

ARTICLE 18 - LEAVE GENERAL

- 18.01 When the employment of an employee who has been granted more vacation, sick leave or special leave with pay than he or she has earned is terminated due to death or lay-off the employee shall be considered to have earned that amount of leave with pay granted to him or her.
- 18.02 During the month of May in each year the Employer shall inform each employee in the Bargaining Unit in writing of the balance of their special, sick and vacation leave credits as of the 31st day of March.
- 18.03 When the Employer rejects an employee's application for leave, the reasons for the rejection shall be provided to the employee in writing.
- 18.04 All applications for vacation over three (3) days shall be provided and approved no less than two weeks before planned leave starts. All applications for vacation leave of three (3) days or less may be applied for at least two days before planned leave starts. Exceptional circumstances will be addressed on a case-by-case basis.
- 18.05 No period of vacation leave shall be requested and processed for less than one-half day.
- 18.06 The Employer will not grant retroactive leave requests for unauthorized absences except when the Employer believes the absence is clearly shown to be beyond the employee's control.

18.07 An employee who is on leave of absence without pay is not entitled to any pay, benefits or allowances for the period of leave of absence without pay, except as provided by this Agreement.

ARTICLE 19 - VACATION PAY

ACCUMULATION OF VACATION LEAVE

19.01 For each calendar month in which a permanent employee received at least ten (10) days pay, they shall earn vacation leave with pay at the following rates:

- (a) one and one-quarter ($1 \frac{1}{4}$) days per calendar month (15 working days) if they have completed less than two (2) years of continuous service;
- (b) one and two-thirds ($1 \frac{2}{3}$) days per calendar month (20 working days) upon completion of two (2) years and less than eight (8) years continuous service;
- (c) two and one twelfth ($2 \frac{1}{12}$) days per calendar month (25 working days) upon completion of eight (8) years and less than seventeen (17) years continuous service; and
- (d) two and one-half ($2 \frac{1}{2}$) days per calendar month (30 working days) upon completion of seventeen (17) years continuous service.

19.02 Part-time regular employees shall be entitled to earn vacation leave with pay under the provisions of Article 19.01 of the Collective Agreement on a pro rata basis.

19.03 The Hamlet will make every reasonable effort when granting vacation leave with pay:

- (a) not to call employees to duty after they have begun vacation leave;
- (b) to grant employees vacation leave at a time specified by them;
- (c) to authorize vacation leave as soon as possible after the employees applied for such leave;
- (d) to schedule vacation leave on an equitable basis and when there is no conflict with the interests of the Hamlet or other employees, according to the wishes of the employees;

19.04 When two (2) or more employees request the same vacation period, seniority (length of service) will govern.

19.05 When, during vacation leave, an employee:

- (a) is granted special leave because there is death in their immediate family;
- (b) is granted special leave because of illness in their family;
- (c) is granted sick leave and produces a medical certificate;

The period of vacation leave so displaced will either be added to the vacation period, if requested by the employee and approved by the Employer, or reinstated for later use.

- 19.06 If in any fiscal year an employee has not used all of their accumulated vacation leave, the unused vacation leave, to a maximum of **twenty (20)** days, will be carried over into the following fiscal year. Any vacation leave credits in excess of **twenty (20)** days will be liquidated at the end of each fiscal year.
- 19.07 When, during any period of vacation leave, an employee is recalled to duty, they will be reimbursed for reasonable expenses as normally defined by the Employer, that they incur:
- (a) in getting to their workplace;
 - (b) in respect to non-refundable deposits or prearrangement associated to their vacation;
 - (c) in returning to the place from which is the employee is recalled if they immediately resume vacation upon completing the assignment for which they were recalled.
- 19.08 Where an employee dies while in the service of the Employer, his or her estate shall be paid the value of any vacation leave accumulated but unused, calculated as the product of the number of accumulated days of vacation leave multiplied by the daily rate of pay applicable to the employee immediately prior to his or her death.

ARTICLE 20 - SPECIAL LEAVE

CREDITS

- 20.01 Employees shall earn special leave credits at the following rates up to a maximum of twenty-five (25) days:
- (a) one-half (1/2) day for each calendar month in which they received pay for at least ten (10) days, or
 - (b) one-quarter (%) day for each calendar month in which they received pay for less than ten (10) days.
- As credits are used, they may continue to be earned.
- 20.02 For the purposes of this Article, immediate family is defined as an employee's father, mother, sister, brother, spouse, common law spouse, child, father-in-law, mother-in-law, grandchildren, grandparents, aunt and uncle, and any relative permanently residing in the employee's household or with whom the employee permanently resides.
- 20.03 Upon provision of sufficient notice, an employee shall be granted special leave with pay for up to five (5) consecutive working days for the following:
- (a) when there is a death in the employee's immediate family;
 - (b) when the employee is to be married;

- (c) when a member of the employee's immediate family as defined in article 20.02, becomes ill, provided that the employee provides, to the Senior Administrative Officer, a medical certificate confirming such illness;
- (d) in a serious household or domestic situation;
- (e) on birth or adoption of a child to the employee's immediate family; or
- (f) in extraordinary circumstances warranting leave.

DISCRETIONARY LEAVE

- 20.04 Subject to operational requirements, an employee, other than a casual employee, shall be entitled to take one (1) day of leave with pay each fiscal year at their discretion, which may be taken in half-day units. One day written notice must be given to the Employer.
- 20.05 Employees shall be given four (4) hours of special leave from regularly scheduled hours to attend funerals in the community, it being understood that Hamlet needs cannot be adversely affected.

HUNTING, FISHING AND HARVESTING LEAVE

- 20.06 Subject to operational requirements, special leave with pay may be granted on very short notice to an employee to a maximum of three (3) working days per year in order to meet traditional hunting, fishing, or harvesting to provide for their families and/or the community. **This leave may be taken as a day or a half day of leave.**

ARTICLE 21 - SICK LEAVE

CREDITS

- 21.01 Permanent employees shall earn sick leave credits to a maximum accumulation of eighty five (85) days at the rate of one and one-quarter days (1 ¼) per month in which the employee has received pay for a minimum of ten (10) days.
- 21.02 In circumstances where sick leave would be authorized but the employee has insufficient or no sick leave credits, they may be granted sick leave in advance to a maximum of five (5) days which will be charged against future credits as earned. If the employee dies, or is laid off before authorized unearned sick leave has been liquidated, no recovery shall be made from the employee's estate.
- 21.03 An employee is required to produce a certificate from a qualified medical practitioner, certifying that such employee is unable to carry out his/her duties due to illness:
 - (a) for sick leave in excess of three (3) consecutive working days.
 - (b) for any additional sick leave in a fiscal year when in the same fiscal year the employee has been granted nine (9) days sick leave wholly on the basis of the statements signed by him/her.

ARTICLE 22 - OTHER TYPES OF LEAVE

COURT LEAVE

22.01 Leave of absence with pay shall be given to every employee who is required:

- (a) to serve on a jury and the jury selection process; or
- (b) by subpoena or summons to attend as a witness in any proceeding held:
 - (i) in or under the authority of a court of justice or before a grand jury;
 - (ii) before a court, judge, justice, magistrate, or coroner.

INJURY ON DUTY LEAVE

22.02 An employee will be granted injury-on-duty leave with pay for such reasonable period as may be determined by the Employer, where it is determined by the Worker's Safety and Compensation Commission that the employee is unable to perform their duties because of:

- (a) personal injury accidentally received in the performance of their duties and not caused by the employee's willful misconduct; or
- (b) sickness resulting from the nature of their employment

if the employee agrees to pay the Employer any amount received by him/her for loss of wages in settlement of any claim he/she may have in respect of such injury or sickness, providing that such amount is not from a personal disability policy.

MATERNITY LEAVE

22.03 An employee, who becomes pregnant, shall notify the Employer of her pregnancy at least 15 weeks prior to the expected date of termination of her pregnancy; and, subject to section (ii) of this Clause, shall, eleven (11) weeks before the expected date of the termination of her pregnancy be granted leave without pay for a period ending not later than thirty seven (37) weeks after the date of the termination of her pregnancy.

22.04 The Employer shall:

- (a) upon written request from the employee, defer the commencement of maternity leave without pay of an employee or terminate it earlier than thirty seven (37) weeks after the date of the termination of the pregnancy.
- (b) grant maternity leave without pay to an employee to commence earlier than eleven (11) weeks before the expected termination of the pregnancy;
- (c) The Employer may, where maternity leave without pay is requested, require an employee to submit a medical certificate certifying pregnancy.

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

ADOPTION LEAVE

- 22.05 An employee who intends to request adoption leave without pay will notify the Employer as soon as possible.
- 22.06 An employee may request adoption leave without pay at least four (4) weeks before accepting custody of a child below the age of majority and, subject to section (b) of this clause, may be granted adoption leave without pay for a later date requested by the employee and ending not later than thirty seven (37) weeks after the date of accepting custody.
- 22.07 The Employer may:
 - (a) defer the starting of adoption leave without pay at the request of the employee.
 - (b) grant the employee adoption leave with less than four (4) weeks notice.
 - (c) Where the Employer is satisfied that adoption leave without pay is required, such leave will not be unreasonably withheld.
 - (d) Adoption leave utilized by an employee-couple in conjunction with the adoption of a child shall not exceed a total of thirty seven (37) weeks for both employees combined.

EMERGENCY LEAVE

- 22.08 Notwithstanding any provisions for leave in this Agreement, the Employer may grant leave of absence with or without pay to an employee in emergency or unusual circumstances.

COMPASSIONATE CARE LEAVE

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

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

22.13 Request for Leave shall be made in writing and submitted to the SAO or his/her delegate.

Benefits During Leave

22.14 Periods of Compassionate Care Leave shall leave be counted as time worked. Employees returning to work from compassionate care leave retain any service credits accumulated prior to taking leave.

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

Compassionate care leave utilized by more than one employee for care of the same family member shall not exceed a total of eight (8) weeks combined.

Compassionate Care Leave Allowance

22.15 Where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance benefits, the employee may utilize his/her special leave credits.

22.16 Employees shall be returned to work from a period of Compassionate Care Leave to their same, or equivalent position at the same rate of pay. Should an employee become eligible for a pay increment or pay revision while on Compassionate Care leave, the employee shall be paid the new rate of pay when he or she returns to work.

ARTICLE 23 - HOURS OF WORK

23.01 The normal hours of work for employees shall be 40 hours per week. Normal hours of work for office staff shall be 37.5 hours per week, A normal day of work shall include provision, appropriate for the actual working day scheduled, for a one-hour lunch break or one-hour supper break, or both.

23.02 Employees shall be entitled to a rest period, with pay, of fifteen (15) minutes duration commencing on or about mid-morning and shall be entitled to a rest period with pay of fifteen (15) minutes duration commencing on or about mid-afternoon.

Schedules

23.03 Except in the case of an emergency, schedules shall be posted no less than two (2) weeks in advance of the schedule.

ARTICLE 24 - OVERTIME

24.01 In this Article:

(a) "Straight time rate" means the hourly rate of remuneration.

(b) "Time and One-half" means one and one-half times the straight time rate.

(c) "Double time" means twice the straight time rate.

24.02 An employee who is required to work overtime will be paid overtime rates for each completed fifteen (15) minutes of overtime worked, subject to a minimum payment of one hour at the overtime rate.

24.03 Overtime pay will be:

(a) Time and one half for the first four (4) hours of overtime.

(b) Double time for all hours of overtime after the first four (4) consecutive hours of overtime, and for all hours worked on the second day of rest.

24.04 The Employer and the employee may agree on an arrangement to allow the employee compensatory time-off equal to hours worked at the applicable overtime rate.

ARTICLE 25 - PAY

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

25.02 Employees shall be paid on a bi-weekly basis. Cheques shall be distributed to employees at their place of work in a confidential manner on Friday mornings. The cheques shall be itemized and show bi-weekly deductions.

Vacation Pay

25.03 At the request of an employee, the Hamlet shall print pay cheques closest to the pay period before an employee goes on vacation. The request must be clearly indicated on the employees leave form.

Negotiated Pay Increases

25.04 The Employer agrees to pay the negotiated salary increases to every employee no later than thirty (30) days after this Agreement is ratified.

25.05 The Employer agrees to pay any retroactive remuneration for salary increases, and allowances no later than thirty (30) days after this Agreement is ratified.

25.06 When retroactive pay is paid it will be identified separately.
Performance Increments

25.07 An employee shall move up to the next pay step in the wage grid provided that they receive a satisfactory performance appraisal prior to the beginning of each fiscal year. If the Employer has not completed an employee's performance appraisal before the beginning of a fiscal year, then the employee automatically receives their next pay step.

Reporting Pay

25.08 If an employee reports to work on the employee's regular workday and there is insufficient or no work available they are entitled to four (4) hours pay at the straight time rate.

Call-back Pay

25.09 When an employee is recalled to work after they have completed their regular day of work they shall be paid the greater of:

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

25.10 The Employer will not consider a Building Maintainer's previously scheduled work as a recall.

Standby

25.11 Where the Employer requires an employee to be available on standby during off-duty hours, the employee shall be entitled to a standby payment of \$20.00 for each eight (8) consecutive hours or portion thereof that he/she is on standby, except on his/her days of rest and Designated Paid Holiday.

25.12 For each eight (8) consecutive hours or portion thereof that he/she is on standby on his/her days of rest an employee shall be paid \$30.00. For each eight (8) consecutive hours or portion thereof that he/she is on standby on a Designated Paid Holiday, an employee shall be paid **\$50.00**.

25.13 An employee designated by letter or by list for standby duty shall be available during the employee's period of standby at a known telephone number and shall be available to return for duty as quickly as possible if called. In designating employees for standby the Employer will endeavour to provide for the equitable distribution of standby duties among readily available qualified employees who are normally required, in their regular duties, to perform that work.

25.14 No standby payment shall be granted if an employee is unable to report for duty when required.

25.15 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, subject to a minimum payment of four (4) hours pay at the straight time rate each time he reports, except that this minimum shall only apply once during each standby period of eight (8) consecutive hours or portion thereof.

25.16 Except in the case of an emergency, standby schedules shall be posted fourteen (14) days in advance of the starting date of the new shift schedule.

25.17 In the event that an employee is not available for standby duty for a valid reason, the employee shall notify the Employer in advance of the commencement of the shift, and the Employer will make alternate arrangements.

25.18 Employees may not refuse to be designated for standby duty.

ARTICLE 26 - JOB DESCRIPTION

- 26.01 When an employee is first hired, the Employer shall provide the employee with his or her Job Description, responsibilities, and terms of employment.
- 26.02 The employee shall be provided with a copy of any revisions to those duties responsibilities and terms of employment when the Employer enacts such revisions.
- 26.03 The Employer will provide a Job Description to an employee who requests it.

ARTICLE 27 - CLASSIFICATION

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

ARTICLE 28 - TRAINING

- 28.01 The Employer will underwrite the cost of training provided that the training is relevant to the employee's current position, and that costs are based on current Nunavut Government per diem rates, plus reasonable accommodation costs, and tuition costs.

ARTICLE 29 - EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

- 29.01 When a formal review of an employee's performance is made, the employee concerned shall be given the opportunity to discuss then sign the review form in question to indicate that its contents have been read and understood. The employee shall also be given the opportunity to provide written comments to be attached to their performance appraisal.
- 29.02 The formal review of an employee's performance shall also incorporate an opportunity for the employee to state his or her 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 of career development which may be available.
- 29.03 The evaluator who assesses an employee's performance may complete the evaluation on the basis of the period that they have direct knowledge of the employee's performance.
- 29.04 As a part of an annual review or annually where a review is not provided, an employee can request that any document relating to discipline be removed from the file of an employee and destroyed. If two reviews or two years pass without further disciplinary action for similar reasons the request shall be granted.

Employee Files

- 29.05 Only one file per employee for the purposes of performance evaluation and discipline shall exist
- 29.06 Upon request of an employee, the Personnel file of that employee shall be made available for examination at reasonable times in the presence of an authorized representative of the Employer. With written authorization from the employee, a representative of the Union shall be given the opportunity to review that employee's file and make any copies that may be needed.
- 29.07 Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee, shall be relevant for current disciplinary action after one (1) year has elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period.

ARTICLE 30 - SUSPENSION AND DISCIPLINE

- 30.01 The Employer shall have the right to suspend with or without pay and/or discharge an employee for just and sufficient cause. Prior to suspending or discharging an employee, the Employer shall examine several factors such as the seriousness of the offence, the employee's length of service, and other relevant mitigating factors.
- 30.02 When an employee is to be suspended from duty, the Employer shall notify the employee in writing of the reasons for such suspension within twenty-four (24) hours of the suspension in sufficient detail that the employee may defend himself/herself against it.
- 30.03 The Employer shall notify the local representative of the Union that such suspension has occurred or is to occur.
- 30.04 When employees are required to attend a meeting where a disciplinary decision concerning them is to be taken by the Employer, or a representative of the Employer, the employees are entitled to have, at their request, a representative of the Union attend the meeting.

ARTICLE 31 - ADJUSTMENT OF DISPUTES

- 31.01 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 a provision of an arbitral award;
 - (b) the interpretation, application, administration or alleged violation of a provision of an Act or Regulation, or a direction or other instrument made or issued by the Employer dealing with the terms or conditions of employment;

- (c) disciplinary action resulting in demotion, suspension, or a financial penalty, including the withholding of an increment;
- (d) discharge; or
- (e) letters or notations of discipline placed on an employee's personnel file.

31.02 Grievances shall be settled according to the following procedures for grievance and arbitration.

Representation

- 31.03 If they so desire, an employee may be assisted and represented by the Union when presenting a grievance at any level.
- 31.04 An employee shall have the right to present a grievance on matters relating to the application or interpretation of this Agreement provided they first obtain the authorization of the Union prior to presenting such grievance.
- 31.05 Where an employee has been represented by the Union in the presentation of a grievance, the Employer will provide the appropriate Representative of the Union with a copy of the Employer's decision at each level of the grievance procedure at the same time that the Employer's decision is conveyed to the employee.
- 31.06 The Union shall have the right to initiate and present a grievance on matters relating to health and safety to any level of management specified in the grievance procedure.
- 31.07 The Union shall have the right to initiate and present a grievance to any level of management specified in the grievance procedure related to the application or interpretation of this Agreement on behalf of one or more members of the Union.

Procedure

- 31.08 An employee or the Union who wishes to present a grievance at any prescribed level in the grievance procedure shall transmit this grievance in writing to the Employer who shall forthwith:
 - (a) forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate level; and
 - (b) provide the employee and the Union with a receipt stating the date on which the grievance was received by the Employer.
- 31.09 Except as otherwise provided in this Agreement a grievance shall be processed by recourse to the following steps:
 - (a) First Level (Senior Administrative Officer)
 - (b) Final Level (Hamlet Council)

- 31.10 The Employer shall designate a representative at each level of the grievance procedure and shall inform all employees of the person so designated.
- 31.11 The Union shall have the right to consult with the Employer with respect to a grievance at each or any level of the grievance procedure.
- 31.12 No proceedings under this Article are invalid by reason of any defect of form or any technical irregularity.
- 31.13 An employee may, by written notice to the Employer, withdraw a grievance provided that, where the grievance is one arising out of the application or interpretation of this Agreement his/her withdrawal has the endorsement, in writing, of the Union.

Time Limits

- 31.14 An employee or the Union may present a grievance to the first level of the procedure in the manner prescribed in Article 31.08 within twenty-five (25) calendar days of the date on which they first become aware of the action or circumstances giving rise to the grievance.
- 31.15 The Employer shall reply in writing to a grievance within twenty-five (25) calendar days at the First Level and within thirty (30) calendar days at the Final Level.
- 31.16 An employee or the Union may present a grievance at each succeeding level in the grievance procedure beyond the first level;
- (a) where the decision or settlement is not satisfactory to the grievor, within fourteen (14) calendar days after that decision or settlement has been conveyed in writing to him or her by the Employer; or
 - (b) where the Employer has not conveyed a decision to the grievor within the time prescribed in Article 31.15 within fourteen (14) calendar days after the day the reply was due.
- 31.17 The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the employee, and where appropriate, the Representative.

Employer Grievances

- 31.18 Employer grievances shall be sent to the President of the Nunavut Employees' Union.

Termination of Employment

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

Arbitration

- 31.20 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 thirty (30) days of the receipt of the reply at the Final Level, of his/her desire to submit the difference or allegation to arbitration.
- 31.21 The parties agree that arbitration referred to in Article 31.19 shall be by a single arbitrator.
- (a) If an arbitrator is not available for a hearing date within ninety (90) days of the date on which notification by either party to submit the difference to arbitration was made, another name will be proposed by each party until a mutually agreed upon arbitrator is found to hear the parties within the above mentioned ninety (90) day period.
 - (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 to arbitration was made, or such further period as may be mutually agreed upon by both parties.
 - (c) The award of the Arbitrator shall be signed by him/her and copies thereof shall be transmitted to the parties to the dispute.
- 31.22 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.
- (a) 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.
 - (b) award of the arbitrator shall be signed by him/her and copies thereof shall be transmitted to the parties to the dispute.
- 31.23 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.
- 31.24 The Employer and Union shall each pay one-half (1/2) of the remuneration and expenses of the arbitrator and each party shall bear its own expenses of every such arbitration.
- 31.25 Where a party has failed to comply with any of the terms of the decision of the Arbitrator, either party or employee affected by the decision may, after the expiration of thirty (30) calendar days from the date of the release of the decision or the date provided in the decision for compliance, whichever is later, file in the office of the Clerk of the Federal Court of Canada, a copy of the decision, exclusive of the reason therefore in the prescribed form, whereupon the decision may be entered in the same way as the judgment or an order of that court and may be enforceable as such.
- 31.26 In addition to the powers granted to arbitrators under the *Canada Labour Code* the Arbitrator may determine that the employee has been discharged for other than just cause and he/she may:

- (a) direct the Employer to reinstate the employee and pay to the employee a sum equal to his/her wages lost by reason of his/her dismissal, or such less sum as in the opinion of the Arbitrator is fair and reasonable; and/or
- (b) make such order as he/she considers fair and reasonable having regard to the terms of this Agreement, and/or assess such damages as in the opinion of the Arbitrator is fair and reasonable.

ARTICLE 32 - LABOUR MANAGEMENT COMMITTEE

- 32.01 A Labour/Management Committee will be formed to consult on matters of Safety and Health, and other matters of mutual interest.
- 32.02 The Labour/Management Committee shall be comprised of equal representation of the Union and the Employer, with each party choosing their respective representatives.
- 32.03 The Committee will meet at any time at the request of either party, but in any event will meet at least once every six (6) months.

ARTICLE 33 - RIGHT TO REFUSE DANGEROUS WORK

- 33.01 An employee shall have the right to identify a potentially dangerous or hazardous work situation, to advise their supervisor immediately, and to refuse to work in that situation until the matter has been properly addressed and remedied.

ARTICLE 34 - WORK CLOTHING AND TOOLS

- 34.01 Every two fiscal years, the Employer agrees to provide at no cost to the employee, work boots, summer and winter coveralls with individual employees employed in following positions: Airport. Building and Facility Maintainers; Mechanic, Apprentice Mechanic, Heavy Equipment and Waste Vehicle Operators; Maintenance Supervisor, Water Services Clerk and water/sewage crews.
- 34.02 Every two fiscal years, the Employer agrees to provide at no cost to the by-law officer(s) and the Community Constable(s) Hamlet clothing – one winter coat, one pair of winter boots, 2 pairs of winter pants and 2 pairs of summer pants.
- 34.03 All Employees are required to wear appropriate work clothing and safety footwear. Employees who report for work without the appropriate work clothing and safety footwear will not be permitted to work until they have the appropriate clothing and safety footwear.

Trades Tool Allowance

- 34.04 The employer agrees to provide a tool allowance for tradespeople certified under the Trade and Occupations Certification Act and currently employed in such an occupation for the Hamlet. There shall be an initial allowance of \$1,300, and a monthly allowance of \$100 for the purchase of work related tools.

Effective April 1, 2017, Article 34.04 shall read:

The employer agrees to provide a tool allowance for tradespeople certified under the Trade and Occupations Certification Act and currently employed in such an occupation for the Hamlet. There shall be an initial allowance upon hire of \$1,500, and an annual allowance of \$1,500 for the purchase of work related tools. This annual allowance shall be paid once each fiscal year, upon written request by the employee.

ARTICLE 35 - APPRENTICES

35.01 The following are agreed upon terms and conditions of employment for employees engaged as Apprentices and Trainees by the Employer:

- (a) The *Apprenticeship, Trade and Occupations Certification Act* and pursuant Regulations shall apply to all Apprentices and Trainees employed. A copy of the current Regulations shall be made available to the apprentice upon appointment.
- (b) Apprenticeship Training programs shall be those designated under the *Apprenticeship, Trade and Occupations Certification Act*.
- (c) Pay increases shall not be automatic but will be based upon levels of certification issued by the Apprentices Branch and shall be effective from the date of certification.
- (d) Apprentice rates will be based on a percentage of the appropriate journeyman rate as follows:
 - » Four Year Training Programs » Three Year Training Programs
 - » Year 1 » 55% » Year 1 » 60%
 - » Year 2 » 65% » Year 2 » 70%
 - » Year 3 » 75% » Year 3 » 80%
 - » Year 4 » 85% » »

 - » Two Year Training Programs » One Year Training Programs
 - » Year 1 » 65% » Year 1 » 70%
 - » Year 2 » 80% » »
- (e) Apprentices shall be entitled to the benefits and terms and conditions of employment outlined in the Agreement while they are working for the Employer and while attending Trade School.

35.02 Apprentices successfully completing their Apprenticeship will be given preference in hiring on job vacancies for which the Apprentice is qualified. 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.

35.03 An apprentice who fails any portion of the trade training course two times may be dismissed. The Employer will attempt to continue to employ in a position for which the employee is qualified.

ARTICLE 36 - NORTHERN ALLOWANCE

- 36.01 All employees, except casual 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 1950 for employees whose normal hours are seven and one half (7 ½) per day.
- 36.02 **Effective April 1, 2014, the Northern Allowance shall be based on \$19,500.00.**
- Effective April 1, 2017, the Northern Allowance shall be based on \$21,113.00.**
- The Northern Allowance rate shall be equal to the amount of Nunavut Northern Allowance in the Collective Agreement between the Nunavut Employees' Union and the Government of Nunavut for Arviat. Should that rate change, the Northern Allowance rate shall change, on the same date and to the same amount.
- 36.03 This allowance shall be paid on an hourly basis for all regular hours worked. It shall be paid bi-weekly to all eligible employees.
- 36.04 Prior to March 1 of each fiscal year, eligible employees may elect to have six thousand dollars (\$6,000) of the Northern Allowance withheld, and paid as a lump sum to the employee, once each fiscal year, to assist employees with travel expenses. Prior to March 1 of each fiscal year, eligible employees may further elect once each fiscal year to have an additional three thousand dollars (\$3,000) of the Northern Allowance withheld, and paid as a lump sum to the employee, but only on or after October 1 of each year. The lump sum hold back shall not exceed \$9,000 per year in either instance.

Effective April 1, 2017, Article 36.04 shall read:

Prior to March 1 of each fiscal year, eligible employees may elect to have nine thousand dollars (\$9,000) of the Northern Allowance withheld, and paid as a lump sum to the employee, once each fiscal year, prior to June 30, to assist employees with travel expenses.

- 36.05 Employees who do not make an election will not have any Northern Allowance withheld. An employee who elects to have Northern Allowance withheld cannot change that election except prior to the start of a subsequent fiscal year, which change shall be effective at the start of that subsequent fiscal year.
- 36.06 Employees who elect to have Northern Allowance withheld shall receive a lower hourly amount of Northern Allowance.
- 36.07 Employees who elect to receive a lump sum payment shall, if they leave the employment of the Employer within six (6) months of receiving the lump sum, shall be required to repay to the Employer a pro-rated portion of the lump sum which the Employee has received. The amount to be repaid will be related to the length of time between the receipt of the lump sum Northern Allowance by the employee and the date the employee's employment ends.

ARTICLE 37 - PENSION AND BENEFITS

- 37.01 After six months of continuous employment, employees who are eligible shall as a condition of employment participate in the benefits set out herein and covered by the Northern Employees Benefit

Services (NEBS). The provisions of Northern Employees Benefit Services (NEBS), with regard to the eligibility of employees, the benefit coverage provided for employees and the shared cost of premiums for such coverage shall govern.

37.02 Those benefits, which are included in Northern Employees Benefit Services were those voted in by employees in 1999. The Northern Employees Benefits Services Basic Group Life Insurance, Accidental Death & Dismemberment, Dependants Insurance and Long Term Disability plans are terms or conditions of employment for all permanent employees.

37.03 Eligible employees may elect to obtain the following optional benefits:

Extended Health
Dental Care
Vision Care

Employees who elect to obtain these benefits shall pay 25% of the costs for these benefits.

ARTICLE 38 - NO CONTRACTING OUT

38.01 There shall be no contracting out of any work by the Employer if it would result in the lay-off, continuance of a lay-off or the reduction in hours of work of an employee.

ARTICLE 39 - CASUALS

39.01 Casual employees will not be eligible for Northern Allowance benefits. Casual employees will be paid Vacation pay at a rate of 4% of wages in lieu of vacation credits.

39.02 Casual employees will become term employees after six continuous months service. At that time, the employee will begin to receive all benefits outlined in the collective agreement including vacation leave. Northern Allowance will be pro-rated to include the portion of time from the start of the term to the end of the fiscal year, based on the number of hours worked by the employee from the start of the term to the end of the fiscal year, and paid on an hourly basis for all hours worked by the employee from the date the employee became a term employee. In other words, benefits for casual employees are not retroactive to the start of their employment but rather to the start of their term position six continuous months later.

39.03 Payment of Designated Paid Holidays outlined in clause 17.01 of the collective agreement is subject to Territorial Labour Standards eligibility rules. The Employer shall make a copy of the *Labour Standards Act* available to an employee upon request,

ARTICLE 40 - SEVERANCE PAY

Lay-off

40.01 An employee who has one (1) year or more of continuous service and who is laid off is entitled to severance pay at the time of lay-off. The amount of severance pay will be two (2) weeks pay for the first complete year of continuous employment and one (1) week pay for each consecutive complete year of continuous employment and less any period in respect of which the employee was granted

severance pay by the Employer from any previous lay-offs. The total amount of severance pay will not be more than twenty-eight (28) weeks of pay.

Death

40.02 Regardless of any other benefit payable, if an employee dies, there will be paid to their estate an amount calculated as follows:

2 (x) weekly rate of pay immediately prior to death times (x) number of years of continuous service (max 30 years).

Medical Termination or Retirement

40.03 An employee who has one (1) year or more of continuous service and who retires or is medically terminated, is entitled to severance pay at the time of retirement or medical termination in accordance with the provisions of Article 25.01.

ARTICLE 41 - LAY-OFF AND JOB SECURITY

41.01 In the event of lay-off employees shall be laid off in reverse order of their seniority within their classification.

41.02 Employees shall have bumping rights in accordance with their seniority subject to their ability and qualifications to perform such jobs within their classification, or any classification they occupied previously.

41.03 In order to minimize the adverse effects of lay-off, the Employer will provide retraining when practicable.

41.04 A person ceases to be a lay-off and loses seniority if he/she is not appointed to a position within twelve (12) months from the date on which he/she becomes a lay-off.

41.05 Before an employee is laid off:

(a) each such employee shall be given thirty (30) days notice in writing of the effective date of their lay-off or receive thirty (30) days pay in lieu thereof.

(b) every employee subject to lay-off shall, during the notice period, be granted up to one (1) hour of leave with pay, per occasion, for a job interview with a prospective Employer.

41.06 The last employee laid off within a classification shall be the first recalled to the classification provided that the employee has not lost seniority.

41.07 A new employee shall not be hired in a classification if there is a permanent employee on a lay-off in the classification provided the lay-off employee has not lost their seniority.

ARTICLE 42 - BILINGUAL POSITIONS

42.01 The Employer shall notify an Employee when their position has been designated bilingual.

42.02 The Employer agrees that a unilingual Employee in a position designated as bilingual retains that position. The Employer may provide language training to the Employee to meet the requirements of the bilingual position.

Bilingual Bonus

42.03 Where an Employee is required by the Employer in the day-to-day operations of her or his position to speak both English and Inuktituk she or he shall be paid a bilingual bonus of fifteen Hundred Dollars (\$1,500.00) per year.

Bilingual bonus shall be paid to full-time and part-time Employees as an hourly allowance, paid on regular hours worked and during periods of annual leave and time-off taken in lieu of pay.

ARTICLE 43 - DURATION AND RENEWAL

43.01 The term of this Agreement shall be from April 1, 2015 to March 31, 2019. All provisions in this Agreement shall take effect on date of ratification, unless another date is specified.


43.02 Notwithstanding 43.01, the provisions of this Agreement, including the provisions for the adjustment of disputes in Article 31, shall remain in effect during the negotiations for its renewal and until a new Agreement becomes effective.

43.03 Within four (4) months preceding the termination of this Agreement, either party may, by written notice, require the other party to commence bargaining collectively with a view to the conclusion, renewal or revision of the Collective Agreement in accordance with Section 49 of the Canada Labour Code, Part I.

43.04 Where notice to commence collective bargaining has been given under clause 43.03, the Employer shall not without consent by or on behalf of the employees affected, increase or decrease salaries or alter any other term or condition of employment of employees in the bargaining Unit that was in force on the day on which the notice to was given until a renewal or revisions of the Agreement, or a new collective agreement has been concluded in accordance with Section 50 of Canada Labour Code Part 1, or until the provisions of section 89 of Canada Labour Code have been met.

Signed at Arviat, Nunavut, this 10th day of October, 2017.

On behalf of the
Hamlet of Arviat



Bob Leonard, Mayor

On behalf of the
Public Service Alliance of Canada




Jack Bourassa, Regional Executive Vice-President,
PSAC North



Steve England, Senior Administrative Officer



David Alagalak, Member



Glenn Tait, Negotiator



Laura Tassiuk, Member



Daniel Kinsella, Negotiator

MEMORANDUM OF UNDERSTANDING

Both the Employer and the Union agree that the following items shall remain in effect for the life of this agreement.

Third Party Funded Positions

1. Benefits for employees who work in positions funded through the Hamlet by a third party shall be limited to the amount of benefits outlined in funding agreements between the Hamlet and the third party regardless of benefits outlined in the collective agreement. Employees affected by this Third Party arrangement include Municipal Liaison Officer, Community Economic Development Officer, Business Training Center employees, Wellness Worker, Observer/ Communicator, and Airport Maintainer.
2. The provisions of Article 27, Classification, shall apply to all new third party funded contract positions or other special project employees that, from time to time, the Hamlet may hire under contribution agreements except that negotiations with the Union will include both pay and benefits.
3. Where the Hamlet provides financial administration only to third party contribution agreements because they are a registered body, the said employees of these contribution agreements are deemed exempt from benefits as outlined in this collective agreement for the duration of this collective agreement.

LETTER OF UNDERSTANDING

The Hamlet and the Union agree to continue the existing practice of contacting permanent part-time employees in order of seniority first when filling additional hours that may become available positions for which they are qualified.

LETTER OF UNDERSTANDING

In the event that National Aboriginal Day – June 21 – is proclaimed a statutory holiday by either the Government of Canada or the Government of Nunavut, that day shall be treated as a Designated Paid Holiday under Article 17.

APPENDIX A – RATES OF PAY

**HOURLY RATE OF PAY EFFECTIVE APRIL 1,
2015**

By-Law Officer	\$23.23	\$23.93	\$24.63	\$25.38	\$26.14	\$26.92
Community Constable	\$23.54	\$24.24	\$24.97	\$25.72	\$26.50	\$27.27
Receptionist	\$22.60	\$23.28	\$23.97	\$24.69	\$25.44	\$26.21
Finance Manager	\$35.47	\$36.53	\$37.62	\$38.75	\$39.92	\$41.11
Finance Officer	\$27.61	\$28.44	\$29.29	\$30.18	\$31.09	\$32.01
Finance Clerk	\$22.60	\$23.28	\$23.97	\$24.69	\$25.44	\$26.21
Municipal Liaison Officer	\$22.60	\$23.28	\$23.97	\$24.69	\$25.44	\$26.21
Wellness Worker	\$22.60	\$23.28	\$23.97	\$24.69	\$25.44	\$26.21
Out Reach Worker	\$22.67	\$23.34	\$24.06	\$24.77	\$25.50	\$26.36
Land Administrator	\$26.96	\$27.77	\$28.60	\$29.47	\$30.35	\$31.26
Business Training Centre (BTC) Manager	\$30.27	\$31.18	\$32.11	\$33.08	\$34.09	\$35.10
Community Economic Development Officer (CEDO)	\$35.47	\$36.53	\$37.62	\$38.75	\$39.92	\$41.11
Maintenance Supervisor	\$39.31	\$40.49	\$41.71	\$42.96	\$44.25	\$45.58
Journeyman Mechanic	\$39.30	\$40.48	\$41.69	\$42.94	\$44.24	\$45.56
Mechanic Helper	\$27.61	\$28.44	\$29.29	\$30.18	\$31.09	\$32.01
Heavy Equipment Operator	\$32.85	\$33.84	\$34.85	\$35.90	\$36.98	\$38.08
Airport Maintainer	\$32.85	\$33.84	\$34.85	\$35.90	\$36.98	\$38.08
Recreation Coordinator/Leader	\$30.27	\$31.18	\$32.11	\$33.08	\$34.09	\$35.10
Facility Maintainer	\$22.60	\$23.28	\$23.97	\$24.69	\$25.44	\$26.21
Custodian	\$22.60	\$23.28	\$23.97	\$24.69	\$25.44	\$26.21
Waste Vehicle Operator	\$27.61	\$28.44	\$29.29	\$30.18	\$31.09	\$32.01
Water/Sewage Truck Driver	\$27.61	\$28.44	\$29.29	\$30.18	\$31.09	\$32.01
Gym Supervisor	\$22.60	\$23.28	\$23.97	\$24.69	\$25.44	\$26.21
Water Services Clerk	\$27.61	\$28.44	\$29.29	\$30.18	\$31.09	\$32.01
Labourer	\$19.31	\$19.87	\$20.47	\$21.09	\$21.72	\$22.37

**HOURLY RATE OF PAY EFFECTIVE APRIL 1,
2016**

By-Law Officer	\$23.57	\$24.29	\$25.00	\$25.76	\$26.53	\$27.32
Community Constable	\$23.89	\$24.60	\$25.34	\$26.11	\$26.90	\$27.68
Receptionist	\$22.94	\$23.63	\$24.33	\$25.06	\$25.82	\$26.61
Finance Manager	\$36.00	\$37.07	\$38.18	\$39.33	\$40.52	\$41.72
Finance Officer	\$28.03	\$28.86	\$29.73	\$30.63	\$31.56	\$32.49
Finance Clerk	\$22.94	\$23.63	\$24.33	\$25.06	\$25.82	\$26.61
Municipal Liaison Officer	\$22.94	\$23.63	\$24.33	\$25.06	\$25.82	\$26.61
Wellness Worker	\$22.94	\$23.63	\$24.33	\$25.06	\$25.82	\$26.61
Out Reach Worker	\$23.01	\$23.69	\$24.42	\$25.14	\$25.88	\$26.75
Land Administrator	\$27.36	\$28.19	\$29.03	\$29.91	\$30.80	\$31.73
Business Training Centre (BTC) Manager	\$30.73	\$31.65	\$32.59	\$33.57	\$34.60	\$35.62
Community Economic Development Officer (CEDO)	\$36.00	\$37.07	\$38.18	\$39.33	\$40.52	\$41.72
Maintenance Supervisor	\$39.90	\$41.10	\$42.33	\$43.61	\$44.91	\$46.27
Journeyman Mechanic	\$39.89	\$41.09	\$42.31	\$43.59	\$44.90	\$46.25
Mechanic Helper	\$28.03	\$28.86	\$29.73	\$30.63	\$31.56	\$32.49
Heavy Equipment Operator	\$33.35	\$34.35	\$35.38	\$36.44	\$37.53	\$38.65
Airport Maintainer	\$33.35	\$34.35	\$35.38	\$36.44	\$37.53	\$38.65
Recreation Coordinator/Leader	\$30.73	\$31.65	\$32.59	\$33.57	\$34.60	\$35.62
Facility Maintainer	\$22.94	\$23.63	\$24.33	\$25.06	\$25.82	\$26.61
Custodian	\$22.94	\$23.63	\$24.33	\$25.06	\$25.82	\$26.61
Waste Vehicle Operator	\$28.03	\$28.86	\$29.73	\$30.63	\$31.56	\$32.49
Water/Sewage Truck Driver	\$28.03	\$28.86	\$29.73	\$30.63	\$31.56	\$32.49
Gym Supervisor	\$22.94	\$23.63	\$24.33	\$25.06	\$25.82	\$26.61
Water Services Clerk	\$28.03	\$28.86	\$29.73	\$30.63	\$31.56	\$32.49
Labourer	\$19.60	\$20.17	\$20.78	\$21.41	\$22.04	\$22.70

**HOURLY RATE OF PAY EFFECTIVE APRIL 1,
2017**

By-Law Officer	\$23.93	\$24.65	\$25.38	\$26.14	\$26.93	\$27.73
Community Constable	\$24.25	\$24.97	\$25.72	\$26.50	\$27.30	\$28.10
Receptionist	\$23.29	\$23.98	\$24.69	\$25.44	\$26.21	\$27.01
Finance Manager	\$36.54	\$37.63	\$38.75	\$39.92	\$41.13	\$42.35
Finance Officer	\$28.45	\$29.30	\$30.18	\$31.09	\$32.03	\$32.98
Finance Clerk	\$23.29	\$23.98	\$24.69	\$25.44	\$26.21	\$27.01
Municipal Liaison Officer	\$23.29	\$23.98	\$24.69	\$25.44	\$26.21	\$27.01
Wellness Worker	\$23.29	\$23.98	\$24.69	\$25.44	\$26.21	\$27.01
Out Reach Worker	\$23.36	\$24.04	\$24.79	\$25.51	\$26.27	\$27.15
Land Administrator	\$27.77	\$28.61	\$29.47	\$30.36	\$31.26	\$32.21
Business Training Centre (BTC) Manager	\$31.19	\$32.12	\$33.08	\$34.08	\$35.12	\$36.16
Community Economic Development Officer (CEDO)	\$36.54	\$37.63	\$38.75	\$39.92	\$41.13	\$42.35
Maintenance Supervisor	\$40.50	\$41.72	\$42.97	\$44.26	\$45.58	\$46.96
Journeyman Mechanic	\$40.49	\$41.71	\$42.95	\$44.24	\$45.57	\$46.94
Mechanic Helper	\$28.45	\$29.30	\$30.18	\$31.09	\$32.03	\$32.98
Heavy Equipment Operator	\$33.85	\$34.87	\$35.91	\$36.99	\$38.09	\$39.23
Airport Maintainer	\$33.85	\$34.87	\$35.91	\$36.99	\$38.09	\$39.23
Recreation Coordinator/Leader	\$31.19	\$32.12	\$33.08	\$34.08	\$35.12	\$36.16
Facility Maintainer	\$23.29	\$23.98	\$24.69	\$25.44	\$26.21	\$27.01
Custodian	\$23.29	\$23.98	\$24.69	\$25.44	\$26.21	\$27.01
Waste Vehicle Operator	\$28.45	\$29.30	\$30.18	\$31.09	\$32.03	\$32.98
Water/Sewage Truck Driver	\$28.45	\$29.30	\$30.18	\$31.09	\$32.03	\$32.98
Gym Supervisor	\$23.29	\$23.98	\$24.69	\$25.44	\$26.21	\$27.01
Water Services Clerk	\$28.45	\$29.30	\$30.18	\$31.09	\$32.03	\$32.98
Labourer	\$19.89	\$20.47	\$21.09	\$21.73	\$22.37	\$23.04

**HOURLY RATE OF PAY EFFECTIVE APRIL 1,
2018**

By-Law Officer	\$24.59	\$25.33	\$26.08	\$26.86	\$27.67	\$28.49
Community Constable	\$24.92	\$25.65	\$26.43	\$27.23	\$28.05	\$28.87
Receptionist	\$23.93	\$24.64	\$25.37	\$26.14	\$26.93	\$27.75
Finance Manager	\$37.54	\$38.67	\$39.82	\$41.02	\$42.26	\$43.51
Finance Officer	\$29.23	\$30.10	\$31.01	\$31.95	\$32.91	\$33.88
Finance Clerk	\$23.93	\$24.64	\$25.37	\$26.14	\$26.93	\$27.75
Municipal Liaison Officer	\$23.93	\$24.64	\$25.37	\$26.14	\$26.93	\$27.75
Wellness Worker	\$23.93	\$24.64	\$25.37	\$26.14	\$26.93	\$27.75
Out Reach Worker	\$24.00	\$24.70	\$25.47	\$26.22	\$26.99	\$27.90
Land Administrator	\$28.54	\$29.40	\$30.28	\$31.19	\$32.12	\$33.09
Business Training Centre (BTC) Manager	\$32.05	\$33.01	\$33.99	\$35.02	\$36.08	\$37.15
Community Economic Development Officer (CEDO)	\$37.54	\$38.67	\$39.82	\$41.02	\$42.26	\$43.51
Maintenance Supervisor	\$41.61	\$42.87	\$44.15	\$45.48	\$46.84	\$48.25
Journeyman Mechanic	\$41.60	\$42.85	\$44.13	\$45.46	\$46.83	\$48.23
Mechanic Helper	\$29.23	\$30.10	\$31.01	\$31.95	\$32.91	\$33.88
Heavy Equipment Operator	\$34.78	\$35.83	\$36.89	\$38.01	\$39.14	\$40.31
Airport Maintainer	\$34.78	\$35.83	\$36.89	\$38.01	\$39.14	\$40.31
Recreation Coordinator/Leader	\$32.05	\$33.01	\$33.99	\$35.02	\$36.08	\$37.15
Facility Maintainer	\$23.93	\$24.64	\$25.37	\$26.14	\$26.93	\$27.75
Custodian	\$23.93	\$24.64	\$25.37	\$26.14	\$26.93	\$27.75
Waste Vehicle Operator	\$29.23	\$30.10	\$31.01	\$31.95	\$32.91	\$33.88
Water/Sewage Truck Driver	\$29.23	\$30.10	\$31.01	\$31.95	\$32.91	\$33.88
Gym Supervisor	\$23.93	\$24.64	\$25.37	\$26.14	\$26.93	\$27.75
Water Services Clerk	\$29.23	\$30.10	\$31.01	\$31.95	\$32.91	\$33.88
Labourer	\$20.44	\$21.03	\$21.67	\$22.33	\$22.99	\$23.68