

**COLLECTIVE AGREEMENT**

BETWEEN:

**MUNICIPALITY OF HALL BEACH**

AND:

**PUBLIC SERVICE ALLIANCE OF CANADA**

**APRIL 1, 2010 – MARCH 31, 2013**

## TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1: PURPOSE OF AGREEMENT .....	1
ARTICLE 2: TERM OF THE COLLECTIVE AGREEMENT .....	1
ARTICLE 3: DEFINITIONS.....	1
ARTICLE 4: RECOGNITION .....	5
ARTICLE 5: HUMAN RIGHTS .....	5
ARTICLE 6: MANAGEMENT RIGHTS .....	7
ARTICLE 7: APPLICATION .....	7
ARTICLE 8: FUTURE LEGISLATION.....	7
ARTICLE 9: STRIKES AND LOCKOUTS .....	8
ARTICLE 10: EMPLOYER DIRECTIVES.....	8
ARTICLE 11: OUTSIDE EMPLOYMENT.....	8
ARTICLE 12: UNION ACCESS .....	8
ARTICLE 13: TIME OFF FOR UNION BUSINESS.....	9
ARTICLE 14: CHECK OFF.....	11
ARTICLE 15: INFORMATION .....	11
ARTICLE 16: BULLETIN BOARD.....	12
ARTICLE 17: PROBATIONARY PERIOD.....	12
ARTICLE 18: PAY .....	12
ARTICLE 19: HOURS OF WORK.....	13
ARTICLE 20: OVERTIME.....	14
ARTICLE 21: CLASSIFICATION .....	15
ARTICLE 22: JOB POSTING, TRANSFERS AND PROMOTION .....	15
ARTICLE 23: JOB DESCRIPTIONS .....	16
ARTICLE 24: DESIGNATED PAID HOLIDAYS .....	17
ARTICLE 25: LEAVE – GENERAL.....	18
ARTICLE 26: SPECIAL LEAVE .....	20
ARTICLE 27: ANNUAL VACATION.....	22
ARTICLE 28: SICK LEAVE .....	24
ARTICLE 29: MATERNITY AND PARENTAL LEAVE .....	25
ARTICLE 30: SHORT TERM LEAVE FOR TRAINING PURPOSES .....	26
ARTICLE 32: DUTY TRAVEL.....	26
ARTICLE 33: SENIORITY .....	27
ARTICLE 34: LAY-OFF AND RECALL .....	27
ARTICLE 35: DISCIPLINE AND DISMISSAL.....	29
ARTICLE 36: EMPLOYEE FILES .....	30
ARTICLE 37: GRIEVANCE AND ARBITRATION.....	30
ARTICLE 38: LABOUR MANAGEMENT COMMITTEE .....	33
ARTICLE 39: INSURANCE BENEFIT PLANS .....	34
ARTICLE 40: PENSION.....	34
ARTICLE 41: CALL OUT.....	34

ARTICLE 42:	REPORTING PAY .....	35
ARTICLE 43:	SAFETY AND HEALTH.....	35
ARTICLE 44:	CONTRACTING OUT.....	36
ARTICLE 45:	TECHNOLOGICAL CHANGE.....	36
ARTICLE 46:	RELOCATION EXPENSES ON INITIAL APPOINTMENT .....	37
ARTICLE 47:	TRADES – WORK CLOTHING AND PROTECTIVE EQUIPMENT .....	37
ARTICLE 48:	TOOLS.....	37
ARTICLE 49:	NORTHERN ALLOWANCE .....	37
ARTICLE 50:	RE-OPENER OF AGREEMENT AND MUTUAL DECISIONS .....	38
ARTICLE 51:	APPRENTICES .....	38
ARTICLE 52:	SOCIAL JUSTICE FUND.....	39
SCHEDULE “A” RATES OF PAY AND SALARY SCHEDULE.....		40
LETTER OF UNDERSTANDING re THIRD PARTY CONTRACTS .....		43
LETTER OF UNDERSTANDING re NEW FUNDED CONTRACTS .....		45
LETTER OF UNDERSTANDING re VACATION TRAVEL ASSISTANCE .....		46

## **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 promote the well-being, and increase the productivity of the employees to the end that the Employer will be well and efficiently served. Accordingly the parties are determined to establish, within the framework provided by law, an effective working relationship at all levels in which members of the bargaining unit are employed.

## **ARTICLE 2: TERM OF THE COLLECTIVE AGREEMENT**

- 2.01 The term of this Agreement shall be from April 1, 2010 to March 31, 2013.
- 2.02 Notwithstanding Clause 2.01, 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.
- 2.03 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 of the *Canada Labour Code*.
- 2.04 Where notice to bargain collectively has been given under Clause 2.03, 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.

## **ARTICLE 3: DEFINITIONS**

- 3.01 For purposes of this Agreement:
- (a) "Abandonment of Position" means the Employer may declare the employee to have terminated his employment, if he has not, directly or indirectly, contacted his Employer and he is absent without leave from work for a period of four (4) consecutive working days;
  - (b) "Agreement" and "Collective Agreement" means this Collective Agreement;
  - (c) "Alliance" means the Public Service Alliance of Canada;
  - (d) "Allowance" means compensation payable to an employee in addition to his regular remuneration payable for the performance of the duties of his position;

- (e) "Bargaining Unit" means all employees of the Municipality of Hall Beach, excluding the Senior Administrative Officer and the Director of Finance;
- (f) "Basic Rate of Pay" shall mean the incremental step in the wage grid contained in Appendix "A" applicable to an Employee;
- (g) "Casual employee" means a person who:
  - (i) is hired for work of a temporary nature not exceeding six (6) months full-time equivalency in duration unless agreed otherwise by the parties;
  - (ii) is not regularly scheduled but works on a call basis; and/or scheduled to relieve in the case of absences for illness, injury, leaves of absence and/or vacation of other Employees;

Except as provided above, a casual employee will not be used to reduce the hours of work of, or replace, an employee.
- (h) "Committee" means the Labour/Management Committee;
- (i) A "Common-law spouse" relationship is said to exist when, for a continuous period of at least one year, an employee has lived with a person, publicly represents that person to be their spouse, and lives and intends to continue to live with that person as if that person were their spouse;
- (j) "Continuous Employment" and "Continuous Service" shall mean the period of employment commencing on the latest date of employment that is not interrupted by termination or dismissal;
- (k) "Council" means Council of Municipal Corporation of Hamlet of Hall Beach;
- (l) "Day of rest" in relation to an employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of his position other than by reason of his being on leave of absence;
- (m) "Demotion" means the appointment of an Employee for reasons of incompetence or incapacity to another position for which the maximum pay is less than that of his former position;
- (n) "Dependent" means a person residing with the employee who is:
  - (i) that employee's spouse, including common-law spouse;
  - (ii) child, including step-child and adopted child, who
    - 1) is under nineteen (19) years of age and dependent upon him for support, or
    - 2) being nineteen (19) years of age or more and dependent upon him by reason of mental or physical infirmity;
  - (iii) a relative of the employee residing in the employee's household who is wholly dependent upon the employee for support by reason of mental or physical infirmity;
- (o) "Employee" means a member of the Bargaining Unit;
  - (i) "Permanent Full-time Employee" shall mean an employee who has successfully completed the Probationary Period and is working 37.5 hours or more per week;

- (ii) "Permanent Part-time Employee" shall mean a person employed on a continuing basis for less than the standard work day, week or month;
- (iii) "Term Employee" shall mean an Employee hired for a term with a defined commencement and termination date;
- (p) "Employer" and "Hamlet" shall mean and include the Municipal Corporation of Hall Beach as established and continued under the Hamlets Act;
- (q) "Fiscal year" means the period of time from April 1 of one year to March 31 of the following year;
- (r) "Grievance" means a complaint in writing that an Employee, group of Employees, or the Union submits to the Employer, or a complaint in writing that the Employer submits to the Union to be processed through the grievance procedure;
- (s) "Holiday" means the twenty-four (24) hour period commencing at 12:00 midnight at the beginning of a day designated as a paid holiday in this Agreement;
- (t) "Leave of absence" means absence from duty with the Employer's permission;
- (u) The expression "may" is permissive and the expressions "shall" and "will" are imperative;
- (v) "Membership fees" means the fees established pursuant to the By-Laws of the Union as fees payable by the members of the Bargaining Unit;
- (w) "Overtime" means work performed by an Employee in excess of his regularly scheduled hours of work, with the prior approval of the Employer;
- (x) "Probation" means a period of six (6) months from the day upon which an Employee is first appointed to the Hamlet. The Probation may be extended by an additional period of time not exceeding three (3) months. If the Employees does not successfully complete his probation period, his employment may be termination in a manner consistent with Article 17;
- (y) "Promotion" means the appointment of an Employee to a new position, the maximum rate of pay of which exceeds that of his former position;
- (z) "Rates of Pay":
  - (i) "weekly rate of pay" means an employee's annual salary divided by 52.176;
  - (ii) "daily rate of pay" means an employee's weekly rate of pay divided by five (5);
  - (iii) "hourly rate of pay" means the rate established the rates of pay schedules;
- (aa) "Representative" means an employee who has been elected or appointed as a steward or who represents the Union at meetings with management and who is authorized to represent the Union;
- (bb)A "Seasonal Employee" is a permanent employee hired on a recurring basis subject to the operational requirements of the Employer;

(cc) "Senior Administrative Officer" "SAO" means the Employee appointed by Council pursuant to the provisions of the Hamlets Act to oversee the day-to-day activities of the Hamlet;

(dd) "Straight-time rate" means the hourly rate of pay;

(ee) "Transfer" means the appointment of an Employee to a new position that does not constitute a promotion or demotion;

(ff) "Union" means the Public Service Alliance of Canada as represented by its agent the Nunavut Employees Union;

(gg) "Week" for the purpose of this Agreement shall be deemed to commence at 12:01 am on Sunday and terminate at midnight on Saturday.

3.02 The Seasonal Employee will be treated as a Permanent Full-time Employee in relation to the following Articles:

- 1 Designated Paid Holidays;
- 2 Sick Leave;
- 3 Special Leaves; and
- 4 Northern Allowance.

3.03 Except where stated to the contrary within the applicable Article, the following provisions of the Collective Agreement will not apply to the Casual Employee:

- 1 Northern Allowance;
- 2 Pension;
- 3 Benefits;
- 4 Lay Off and Recall;
- 5 Sick Leave;
- 6 Special Leave;
- 7 Leave – General;
- 8 Designated Paid Holidays;
- 9 Annual Vacation;
- 10 Other Types of Leave;
- 11 Short-term Leave for Training Purposes;
- 12 Seniority
- 13 Ultimate Removal; and
- 14 Relocation Expenses on Initial Appointment.

3.04 Term Employees: Except where stated to the contrary within the applicable Article, the following provisions of the Collective Agreement will not apply to Term Employees:

- 1 Pension;
- 2 Benefits;
- 3 Designated Paid Holidays;
- 4 Annual Vacation;
- 5 Ultimate Removal;
- 6 Relocation Expenses on Initial Appointment;
- 7 Short-term Leave for Training Purposes; and

8 Seniority.

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

- (a) if defined in the *Labour Standards Act*, or in the Regulations thereof, have the same meaning as given to them in the *Labour Standards Act*; and
- (b) if defined in the *Interpretation Act*, but not defined elsewhere in this Agreement or in the *Labour Standards Act*, or in the Regulations thereof, have the same meaning as given to them in the *Interpretation Act*.

#### Number and Gender

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

### **ARTICLE 4: RECOGNITION**

- 4.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees as described in the Certification Order No. 9337-U issued by the Canada Industrial Relations Board dated 6<sup>th</sup> day of September 2007 as described in Clause 3.01(e).
- 4.02 The Employer shall advise prospective employees that the workplace is unionized.

### **ARTICLE 5: HUMAN RIGHTS**

- 5.01 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, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability, political affiliation, conviction for an offence for which a pardon has been granted, or union membership or activity or for exercising their rights under the Agreement.
- 5.02 The Employer shall make every reasonable effort to find alternate employment within its employ for an employee who becomes unable to carry out his normal work functions as a result of a physical or mental disability arising as a result of his employment with the Employer.

#### Equal Pay for Work of Equal Value

- 5.03 The Employer agrees to recognize the principle of equal pay for work of equal value regardless of the sex of the employee.

#### Freedom from Sexual Harassment

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



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

- 5.05 The Employer will make every reasonable effort to ensure that no employee is subjected to sexual harassment.
- 5.06 The Employer will take such disciplinary measures as the Employer deems appropriate against any person under the Employer's direction who subjects any employee to sexual harassment.
- 5.07 Complaints of sexual harassment shall be brought to the attention of the Senior Administrative Officer. An employee may be assisted by the Union in making a complaint. If the Senior Administrative Officer is the subject of the complaint, it will be brought to the attention of the Executive Committee (excluding the Senior Administrative Officer).
- 5.08 The Employer will not disclose the name of the complainant or the circumstances related to the complaint to any person except where disclosure is necessary for the purposes of investigating the complaint or taking disciplinary measures in relation thereto.

#### Freedom from Workplace Violence

- 5.09 "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 verbal nature.
- 5.10 The Employer will make every reasonable effort to ensure that no employee is subjected to workplace violence.
- 5.11 No employee shall be required to perform work at any worksite under circumstances of workplace violence by third parties.
- 5.12 The Employer will take such disciplinary measures as the Employer deems appropriate against any person under the Employer's direction who subjects any employee to workplace violence.
- 5.13 Complaints of workplace violence shall be brought to the attention of the Senior Administrative Officer. An employee may be assisted by the Union in making a complaint. If the Senior Administrative Officer is the subject of the complaint, it will be brought to the attention of the Executive Committee of Council (excluding the Senior Administrative Officer).
- 5.14 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.

#### Religious Observance

- 5.15 An employee may, in accordance with the provisions of this Agreement, request annual leave, lieu time, or leave without pay in order to fulfill his/her religious obligations.
- 5.16 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 his/her religious obligations. The number of hours with pay so granted must be made up hour for hour within a period of thirty (30) days at times agreed

to by the Employer. Hours worked as a result of time off granted under this Article shall not be compensated. If the employee fails to make up the required hours within thirty (30) days, pay for those hours shall be deducted from his next pay cheque.

## **ARTICLE 6: MANAGEMENT RIGHTS**

- 6.01 Management reserves all rights not specifically restricted in this Collective Agreement.
- 6.02 Without limiting the generality of the foregoing, the Union acknowledges that it shall be the exclusive right of the Employer to operate and manage its business, including the right to:
- (a) maintain order, discipline, efficiency, and to make, alter, and enforce, from time to time, rules and regulations to be observed by an employee;
  - (b) direct the working force and to create new positions and to determine the number of employees, if any, needed from time to time in any position, and to determine whether or not a position will be continued or declared redundant;
  - (c) hire, promote, classify, transfer within the same site, lay off and recall employees; and
  - (d) demote, discipline, suspend, or discharge;
  - (e) subject to the above not being in conflict with any provision of this Collective Agreement.

## **ARTICLE 7: APPLICATION**

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

## **ARTICLE 8: FUTURE LEGISLATION**

- 8.01 In the event that any law passed by Parliament of Canada or the Legislative Assembly of Nunavut renders null and void or alters any provision of the 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.

### Conflict of Provisions

- 8.02 Where there is any conflict between the provisions of this Agreement and any regulation, direction or other instrument dealing with the terms and conditions of employment issued by the Employer, the provisions of this Agreement shall prevail, unless the Employer is compelled by law to issue and enforce such regulation, direction or other instrument.

## **ARTICLE 9: STRIKES AND LOCKOUTS**

- 9.01 There shall be no lockout by the Employer and no interruption or impeding of work, work stoppage, strike, sit-down, slow-down, picketing or any other interference with production by any Employee or Employees during the term of this Agreement.
- 9.02 Any Employee who participates in any interruption or impeding of work, work stoppage, strike, sit-down, or any other interference with production may be disciplined.
- 9.03 The Union agrees that during the term of this Collective Agreement, it will not be involved in nor will it condone or authorize a strike, slowdown, stoppage of work, picketing of the Employer's premises, or refusal to perform work.

## **ARTICLE 10: EMPLOYER DIRECTIVES**

- 10.01 The Employer shall provide the Union with a copy of all personnel directives where the Employer proposes to issue a personnel directive, which is intended to clarify the interpretation or application of this Agreement.

## **ARTICLE 11: OUTSIDE EMPLOYMENT**

- 11.01 Subject to clause 11.02, an employee can carry on any business or employment outside his regularly scheduled hours of duty without interference from the Employer.
- 11.02 Employees are prohibited from carrying on any business or employment outside their regularly scheduled hours of duty when:
  - (a) a conflict of duties may develop between an employee's regular work and his outside interests;
  - (b) certain knowledge and information available only to the employees place the individual in a position where he can exploit the knowledge or information for personal gain; and
  - (c) the outside employment interferes with the ability of the employee to perform the duties of his position in a satisfactory manner.
- 11.03 Employees are prohibited from use of property of the Employer, including but not limited to premises, equipment, vehicles, tools, supplies, records and information obtained through their employment, in any business or employment carried on pursuant to this Article, unless approved by the Employer.

## **ARTICLE 12: UNION ACCESS**

- 12.01 Upon reasonable advance notification the Employer shall permit access to its work premises of an accredited representative of the Alliance. Permission to enter the Employer's premises shall not be unreasonably denied.

- 12.02 The Employer acknowledges the right of the Union to appoint Employees as representatives. The Alliance will provide the Employer with the name of its representative and alternates within a reasonable period.
- 12.03 Union access is restricted to personnel matters involving the Employees.

## **ARTICLE 13: TIME OFF FOR UNION BUSINESS**

### Conciliation or Arbitration Hearings (Disputes)

- 13.01 (a) The Employer will grant leave with pay to any employee whose presence is essential to representing the Union before a conciliation or arbitration hearing.

### Employee Called as a Witness

- (b) The Employer will grant leave with pay to an employee called as a witness before a conciliation or arbitration hearing.

### Arbitration Hearings (Grievances)

- 13.02 (a) The Employer will grant leave with pay to an employee, who is party to a grievance before an arbitration hearing, to attend the arbitration hearing, except while such employee is on suspension without pay.

### Employee Who Acts as a Representative

- (b) The employer will grant leave with pay to the Representative of an employee, who is party to a grievance before an arbitration hearing to attend the arbitration hearing.

### Employee Called as a Witness

- (c) The Employer will grant leave with pay to a witness called by an employee, who is party to a grievance before an arbitration hearing, to attend the arbitration hearing.

- 13.03 Where an employee and his Representative meet pursuant to Clause 13.09 or Article 37 in order to resolve a grievance, he shall be granted reasonable time off with pay. Before attending such a meeting the employee shall obtain the permission of his immediate supervisor prior to leaving his place of work. Such permission shall not be unreasonably denied.

### Contract Negotiation Meetings

- 13.04 The Employer will grant leave with pay for two (2) employees for the purpose of attending contract negotiations on behalf of the Union for the duration of such negotiations.

### Preparatory Contract Negotiations Meetings

- 13.05 The Employer will grant leave without pay for two (2) employees for a maximum of one (1) day each to attend preparatory negotiations meetings.

Meetings between the Union and Management

13.06 The Employer will grant leave with pay to a maximum of two (2) employees who are meeting with management on behalf of the Union.

Employee Organization Executive Council Meetings, Congresses and Conventions

13.07 Where operational requirements permit, the Employer will grant reasonable leave without pay to a maximum of two (2) employees to attend executive council meetings and conventions of the Alliance, the Nunavut Employees Union, the Canadian Labour Congress and the Northern Territories Federation of Labour.

Representatives Training Course

13.08 Where operational requirements permit, the Employer will grant reasonable leave without pay to a maximum of two (2) employees who have been appointed as Representatives of the Union to undertake training related to the duties of a Representative.

Time Off for Representatives

13.09 A Representative shall obtain the permission of his immediate supervisor before leaving his work to investigate a grievance, to meet with management for the purpose of dealing with grievances, and to attend meetings called by management. Such permission shall not be unreasonably denied.

13.10 The Representative shall make every reasonable effort to report back to his supervisor before resuming his normal duties.

13.11 Where operational requirements permit and upon reasonable notice, the Employer will grant leave without pay for a reasonable number of employees:

- (a) to participate as delegates to constitutional conferences or other similar forums mandated by Federal or Territorial legislation; and
- (b) to present briefs to commissions, boards or hearings that are mandated by Federal or Territorial legislation and whose area of interest is of concern to organization labour.

Leave for Union Office

13.12 Employees elected to the governing executive of the Union, the Alliance or the Northern Territories Federation of Labour shall, upon application, be granted leave of absence for the term of office. During the leave of absence such employees shall maintain all accumulated rights and benefits to which they are entitled under the Agreement.

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

13.14 Upon termination of their leave of absence such employees shall be offered, at a minimum, the position they held with the Employer at the commencement of their leave, or if not possible to an equivalent position. When such employees wish to invoke this clause they shall provide the Employer with three month notice of their intent to do so. ...if not possible to an equivalent position ...

- 13.15 Notwithstanding clause 13.14, the Employer may make an offer of employment to such employees to a position inside the Bargaining Unit should they bid on a competition and be the successful candidate.
- 13.16 Such employees will retain their seniority, but shall not accrue further seniority during their leave of absence.
- 13.17 Upon reasonable notification, the Employer shall grant leave without pay to a Union Representative seconded for a minimum period of one week to serve as President of the Union on a temporary basis.

#### **ARTICLE 14: CHECK OFF**

- 14.01 Effective the first of the month following the signing of this Agreement, the Employer shall, as a condition of employment, deduct membership fees from the pay of all employees in the Bargaining Unit, which will be deducted from each pay cheque to the extent that earnings are available.
- 14.02 The Alliance shall inform the Employer in writing of the authorized deduction to be checked off for each employee within the Bargaining Unit.
- 14.03 From the date of signing and for the duration of this Agreement, no employee organization, other than the Union, shall be permitted to have membership fees deducted by the Employer from the pay of the employees in the Bargaining Unit.
- 14.04 The amounts deducted in accordance with Clause 14.01 shall be remitted to the Comptroller of the Alliance by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on his behalf.
- 14.05 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.
- 14.06 The Employer agrees to identify annually on each employee's T-4 slip the total amount of membership fees deducted for the applicable year.

#### **ARTICLE 15: INFORMATION**

- 15.01 The Employer agrees to provide the Union on a semi-annual basis with information concerning the identification of each employee. This information shall include the name, address, job classification, rate of pay, social insurance number, and employment status of each employee. The Employer shall also indicate if any employees have been hired or transferred or whose employment has been terminated during the period reported.
- 15.02 The Employer shall notify the Union of all newly created classifications including its designation as to whether it is within or outside of the Bargaining Unit.

#### Publication of Agreement

- 15.03 The Employer and the Union will share equally all costs associated with the publication and distribution of this Agreement. The Union will facilitate the publication and distribution of this Agreement.
- 15.04 The Employer shall provide each employee with a copy of this Agreement.
- 15.05 The Employer shall provide each new employee with a copy of this Agreement upon his appointment.

#### Translations

- 15.06 If an Inuktitut version of this Agreement is requested, the Union and the Employer will share equally the costs associated with the translation of this Agreement. In the case of any dispute between the versions of this Agreement the English version shall govern.

### **ARTICLE 16: BULLETIN BOARD**

- 16.01 The Employer shall provide bulletin board space in its office and shop for Union use.
- 16.02 The Employer may make available to the Union specific locations on the premises for the placement of bulk quantities of literature of the Union.
- 16.03 The Employer shall make available to the Union and members of the Bargaining Unit a suitable meeting room to be used from time to time for the conducting of business relating to the Bargaining Unit, subject to availability.

### **ARTICLE 17: PROBATIONARY PERIOD**

- 17.01 New Employees shall serve a probationary period of six (6) months (equivalent of full-time hours – Outside Workers 1040 hours; Office Staff 975 hours).
- 17.02 An Employee's probationary period can be extended up to a maximum of three (3) months. If a new Employee is terminated during such an extension of the probationary period, according to Article 34.07(b), the Employee will be entitled to one (1) week's notice or payment of wages (on the basis of the previous two months' earnings) in lieu of notice.
- 17.03 The Employer has the right to terminate the employment of a probationary Employee at any time and for any reason during the probationary period without notice or payment in lieu of notice provided a reasonable reason is given.

### **ARTICLE 18: PAY**

- 18.01 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 Appendices.
- 18.02 Employees shall be paid on a biweekly basis with pay days being every second Tuesday.

- 18.03 Where pay cheques, 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 a sealed envelope. Pay stubs shall show the employee's name, the pay period being paid, the particulars of wages, allowances and benefits paid, the deductions taken from the pay, and the employee's net pay.
- 18.04 Employees who have earned overtime compensation, or any other extra allowances 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 on the following pay day.
- 18.05 To proceed to the next step on the wage grid an Employee must provide a full year of service (equivalent to full-time hours – Outside Workers 2080 hours; Office Staff 1950 hours) within a salary grid before being considered for a step increase.
- 18.06 When an employee is required by the Employer to perform the duties of another position on an acting basis, the Employer shall advise all employees of the acting appointment in writing.
- 18.07 The Employer agrees to pay the negotiated salary increases to every employee not later than the month following the month in which this agreement is signed.
- 18.08 The Employer agrees to pay all retroactive remuneration for salary increases, overtime, acting pay, standby and allowances not later than the month following the month in which this Agreement is signed.
- 18.09 Where an employee through no fault of his own has been overpaid, the Employer will, before recovery action is implemented, advise the employee in writing of the overpayment and of the Employer's intention to recover the overpayment. Prior to said recovery, the Employer and the employee shall discuss the pay recovery and the Employer shall devise an acceptable recovery schedule. But in any case the recovery shall not be in excess of twenty percent (20%) of the employee's net earnings per pay period.

## **ARTICLE 19: HOURS OF WORK**

- 19.01 The normal hours of work for Permanent full-time and Term administrative employees shall be five (5) consecutive work days Monday through Friday of seven and one-half (7 ½) hours per day between the hours of 8:30 am to 5:00 pm. The normal hours of work for all other full-time Permanent and Term employees shall be five (5) consecutive work days Monday through Friday of eight (8) hours per day between the hours of 8:00 am and 5:00 pm.
- 19.02 Employees shall be allowed one (1) fifteen (15) minute coffee break in the middle of each half-day worked. The Employee will notify their supervisor or designate (when available) if they leave the job site.
- 19.03 Work hours exclude a meal period of one (1) hour, to be at approximately mid-part of a shift, during each working day in which the Employee works in excess of five (5) hours.
- 19.04 In the event that an employee is unable to take his meal period or rest period(s) due to operational requirements, the meal period or rest period(s) will be taken at a later time. If an employee is



unable to reschedule the meal period or rest period(s), with prior approval of their supervisor or designate, the employee

- (i) May either leave work early in the amount of time missed, or
- (ii) Claim overtime for that amount of time at the appropriate overtime rate.

The supervisor must approve one of the above two options.

- 19.05 All Employees are expected to report for duty promptly, such that they are fully prepared to begin work at the designated start time.
- 19.06 Any Employee who is unable to report for duty at the designated time is expected to advise the appropriate management personnel at the earliest possible time, but, in no event, less than three (3) hours prior to the start of the shift.
- 19.07 There shall be no shift work, excluding the Bylaw Enforcement Officer.
- 19.08 The seasonal and weekly hours of work, for Seasonal Employees, shall be established by the Seasonal Employee in consultation with the SAO taking into consideration the Employer's operational requirements.

## ARTICLE 20: OVERTIME

20.01 For Permanent Full-time, Term and Seasonal Employees, overtime shall be paid at a rate of:

- (a) time and a half (1 ½X) the employee's regular rate of pay for the first four (4) hours of overtime worked in excess of eight (8) hours (outside workers) or seven and a half (7.5) hours (inside workers);
- (b) double time (2X) for any overtime hours worked in excess of four (4) overtime hours Monday to Friday;
- (c) time and a half (1 ½X) the employee's regular rate of pay for the first twelve (12) hours (outside workers) or eleven and a half (11.5) hours (inside workers) and double time (2X) thereafter worked on Saturday;
- (d) double time (2X) for any time worked on Sunday.

20.02 Permanent Part-time and Casual Employees shall be paid at a rate of:

- (a) time and a half (1 ½X) the employee's regular rate of pay for the first four (4) hours of overtime worked in excess of eight (8) hours (outside workers) or seven and a half (7.5) hours (inside workers);
- (b) double time (2X) for any overtime hours worked in excess of four (4) overtime hours on a given day.

20.03 (a) Except in the case of emergencies, all overtime hours must be authorized in advance by the Senior Administrative Officer or Director of Public Works.

- (b) Subject to operational requirements, the Employer shall make every reasonable effort:
  - (i) to allocate overtime work on an equitable basis among readily available qualified employees who are normally required in their regular duties to perform that work;
  - (ii) to give employees who are required to work overtime reasonable advance notice of this requirement.
- (c) Employees may refuse to work overtime, except in the case of emergencies or the breakdown of a water or sewer truck.

20.04 An employee who is requested to work overtime shall be entitled to a minimum of fifteen (15) minutes' pay at the appropriate rate.

## **ARTICLE 21: CLASSIFICATION**

21.01 Where the Hamlet creates a new classification which is not included in this Agreement, or where the duties of an existing classification are substantially altered so as to change the nature of the work being performed, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the rate of pay for the classification in question, the dispute shall be submitted to the Grievance and Arbitration Procedure at Step 2 of the grievance procedure. The final rate of pay as agreed upon or determined by a sole arbitrator shall be retroactive to the date of appointment to the new classification.

21.02 Where an employee believes that he has been improperly classified with respect to his position or category, group and level, he shall discuss his classification with his immediate supervisor and, on request, be provided with a copy of his job description before he files a grievance.

## **ARTICLE 22: JOB POSTING, TRANSFERS AND PROMOTION**

22.01 (a) When a permanent vacancy occurs or a new position is created in any classification, the Employer shall post notice of the vacancy for at least five (5) days before filling the position. Applicants can be from inside or outside the Bargaining Unit. Such positions shall be filled by the applicant who, in the opinion of the Employer, best meets all of the requirements of the job as described in the notice of vacancy in accordance with Article 22.02(a)-(e). Bargaining unit members will be given a preference over outside bargaining applicants.

(b) If, in the opinion of the Employer, two or more bargaining unit members that are relatively equal for the requirements of the job as described in Article 21.02, preference will be given to the most senior applicant.

22.02 The notice shall contain the following information:

- (a) the nature of the position;
- (b) qualifications;
- (c) required knowledge and education;
- (d) experience; and
- (e) skills.

The rate of pay shall be included at the discretion of the Employer.

- 22.03 For the purpose of administering this article, the Employer will accept applications from Employees who signify their interest in any vacancy. All applications for vacant positions shall be made in writing to the Employer.
- 22.04 Where an individual from within the Bargaining Unit is promoted or transferred to a position in a higher classification, the Employee shall serve a trial period of three (3) months. If, at the end of that period, either the Employer or Employee deem it appropriate, the Employee may be placed back in a position comparable to the one he held prior to the promotion at his previous basic rate of pay, provided that such comparable position is vacant at that time.
- 22.05 When the Employer requires an Employee to perform the duties and take the responsibility of a higher classification level on an acting basis for at least three (3) consecutive work days, the Employee shall be paid an acting premium of six percent (6%) of his hourly rate of pay for the duration of time in which he performs the duties of the higher classification, including any days designated as paid holidays, as if he had been appointed to that higher classification for the period in which he acts.

#### Probationary Employees

- 22.06 A probationary employee shall be permitted to participate in job competitions in the same manner as non-probationary employees.

#### Transfers

- 22.07 No employee shall be transferred to a position outside the Bargaining Unit without his consent. If an employee is transferred to a position outside the Bargaining Unit, he shall retain his seniority accumulated up to the date of transfer, but will not accumulate further seniority.
- 22.08 No employee shall be transferred to another position within the Bargaining Unit without his consent and for which he is not qualified.
- 22.09 Where an employee applies for and accepts a position with a lower rate of pay than the employee's existing position, the employee will be placed on the same step of the wage grid though at the new position's rate of pay.
- 22.10 Where an employee applies for and accepts a position with a higher rate of pay than the employee's existing position, the employee will receive a rate of pay nearest to but not less than his former rate of pay (or what the rate would have been on the anniversary date) during the first year in the new classification.

### **ARTICLE 23: JOB DESCRIPTIONS**

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

## **ARTICLE 24: DESIGNATED PAID HOLIDAYS**

24.01 The following days are designated paid holidays for employees covered by this Agreement:

- (a) New Year's Day;
- (b) Good Friday;
- (c) Easter Monday;
- (d) Hamlet Day (April 1<sup>st</sup>);
- (e) Victoria Day;
- (f) Canada Day;
- (g) Nunavut Day, to be observed on a day set by resolution of Council);
- (h) Civic Holiday, the first Monday in August;
- (i) Labour Day;
- (j) Thanksgiving Day;
- (k) Remembrance Day;
- (l) Christmas Day;
- (m) Boxing Day;
- (n) Up to one (1) additional day will be observed when proclaimed by the Mayor of the Municipality of Hall Beach;
- (o) A paid holiday shall also be granted to all employees on any day proclaimed by the Government of Canada or the Government of Nunavut.

24.02 To qualify for Designated Paid holiday pay, the Employee must:

- (a) have worked for the Employer no less than thirty (30) shifts in the twelve (12) month period preceding any Designated Paid holiday;
- (b) have worked his scheduled shift immediately preceding and immediately following the Designated Paid holiday except where the Employee is absent due to illness or an approved leave of absence with pay;
- (c) work on the holiday when the Employee is scheduled or required to do so.

24.03 Notwithstanding Article 24.02, while:

- (a) on lay-off; or
  - (b) in receipt of compensation from the Workers' Compensation Commission; or
  - (c) an unpaid absence during which he is in receipt of weekly indemnity as provided for by the Long Term Disability Income Insurance Plan; or
  - (d) on other leaves of absence without pay in excess of thirty (30) calendar days for any reason.
- an Employee absent from work in accordance with Articles 24.03(a) – (d) shall not be entitled to:
- (i) a day off with pay, or
  - (ii) payment in lieu thereof,
- for the aforementioned Designated Paid Holidays.

- 24.04 Casual Employees, working on a Designated Paid Holiday, shall be paid one and one-half times (1½x) their regular rate of pay for the first 12 hours (outside workers) and 11.5 hours (inside workers) and double time thereafter.
- 24.05 If the Designated Paid Holiday occurs on an Employee's regularly scheduled day of work, and the Employee is required to work, he shall receive pay:
- (a) at one and one-half times (1½x) his basic rate of pay for the first 12 (outside workers) or 11.5 (inside workers) hours and double time thereafter;
  - (b) for Permanent Full-Time Employees:  
a day off with pay within 90 days to be taken at a time mutually agreed between the Employer and the Employee, paid at his basic rate of pay;
  - (c) for Permanent Part-Time Employees:  
a day off with pay to be taken within 90 days at a time mutually agreed between the Employer and the Employee, paid at a rate equal to their regular wages earned during the nine (9) weeks preceding the week in which the Designated Paid Holiday occurs, divided by the number of days worked in that period.
  - (d) in the event the parties cannot agree on a date pursuant to 24.05(b) or (c) the employee will receive one day's pay at his regular rate.
  - (e) for Term Employees:  
One (1) day's pay at his regular rate of pay.

Holiday Falling on a Day of Rest:

- 24.06 When a day designated as a holiday under Clause 24.01 coincides with an employee's day of rest, the holiday shall be moved to the employee's first working day following his day of rest.
- 24.07 When a day designated as a holiday for an employee is moved to another day under the provisions of Clause 24.05:
- (a) work performed by an employee on the day from which the holiday was moved shall be considered as work performed on a day of rest; and
  - (b) work performed by an employee on the day to which the holiday was moved, shall be considered as work performed on a holiday.
- 24.08 Where a day that is a designated holiday for an employee falls within a period of leave with pay the holiday shall not count as a day of leave.
- 24.09 Where operational requirements permit, an employee shall not be required to work both Christmas Day and New Year's Day.

**ARTICLE 25: LEAVE – GENERAL**

- 25.01 A leave of absence is any leave other than those outlined elsewhere in this Collective Agreement and may be granted:

- (a) where the request for a leave is submitted to the Employer in writing and includes information regarding the purpose of the leave, the duration of the leave and the expected date of return to work;
  - (b) for reasons acceptable to the Employer;
  - (c) on a without pay or benefits basis;
  - (d) notwithstanding 25.01(c), subject to eligibility according to the benefit carrier, Employees may choose to continue their benefits by pre-paying 100% of the premium cost to the Employer at the commencement of the leave.
  - (e) if work demands permit.
- 25.02 When an employee is in receipt of an allowance and is granted leave with pay, he is entitled during his period of leave to receive the allowance.
- 25.03 During the month of April in each year the Employee shall inform each employee in the Bargaining Unit in writing of the balance of his sick-time and vacation leave credits as at the end of the fiscal year.
- 25.04 When the Employer rejects an employee's application for leave the reasons for the rejection shall be provided to the employee in writing forthwith.
- 25.05 An employee's request for any leave will be responded to by the Employer within a reasonable period of time.
- 25.06 An employee shall be granted special leave with pay up to a maximum of one (1) working day where the employee travels outside of Hall Beach to attend the birth of his child, and one (1) working day where travel is not required. An employee shall be granted special leave with pay up to a maximum of one (1) working days on the occasion of the adoption of a child.
- 25.07 Notice of the intention to return to work must be given to the Employer at least fourteen (14) days prior to the date of return specified in accordance with Article 25.01(a) if the date of return is earlier than that specified in Article 25.01(a). In the case of an Employee request to return to work on a date earlier than that specified in Article 25.01(a), allowing an earlier return as requested will be at the discretion of the Employer and the Employer may demand that the Employee not return until the date specified under 25.01(a). Failure to return from a leave of absence on the date specified either in accordance with Article 25.01(a) or Article 25.02, without just cause, may lead to discipline up to and including discharge.
- 25.08 During the course of the leave of absence all entitlements accumulated at the time of departing on leave will be suspended and remain intact. The Employee will not, however, accrue any further entitlement during the period of the leave.
- 25.09 The Employer may, in its discretion, grant a leave of absence without pay to an Employee who wishes to become a candidate for public office for the period leading up to the election, on the condition that a conflict of interest will not be created by such action.
- 25.10 Seniority shall not accrue during an approved leave of absence.

## ARTICLE 26: SPECIAL LEAVE

26.01 Permanent Full-Time Employees who have completed one (1) year continuous employment will be granted Bereavement Leave with pay for five (5) consecutive working days, provided such leave commences within seven (7) days immediately following the death of any immediate family member. For the purpose of this Article, the following definitions shall apply:

(a) "Immediate Family" shall mean:

Spouse	Children	Father-in-law	Parents	Mother-in-law
Sisters	Grandchildren	Grandparents	Brothers	

The above relationships are deemed to include the current common-law relationships of the Employee.

(b) "Extended Family" shall mean:

Aunts	Uncles	Nieces	Nephews
Cousins (once and twice removed)			

The above relationships are deemed to include the current common-law relationships of the Employee.

26.02 Permanent full time employees who have completed one year continuous employment will be granted leave with pay for five (5) consecutive working days:

(a) when the employee is getting married;

(b) when a spouse, dependent member of the family or an immediate family member, as defined in Clause 26.01(a), permanently residing in the employee's household or with whom the employee permanently resides, becomes ill provided that a medical certificate attesting to such illness is provided to the SAO.

26.03 Notwithstanding Article 26.01, an Employee may request to use available vacation entitlement in addition to the leave specified in this Article.

26.04 When additional time is required, vacation time will be considered as the first choice. Only after vacation time is exhausted will consideration be given to additional time off without pay.

26.05 The Employer shall grant special leave for a period of one (1) day in the event of the death of the employee's aunt, uncle, niece, nephew or first cousin.

26.06 The Employer shall grant special leave earned to all employees for one-half (1/2) day to attend the funeral of a co-worker.

### Compassionate Care Leave

26.07 Upon reasonable notice from an employee, the Employer shall grant an employee up to eight (8) weeks of compassionate leave without pay to care for a critically ill member of the employee's immediate family, as defined under the Nunavut Labour Standards Act.

### Emergency Leaves

- 26.08 Notwithstanding any provisions for leave in this Agreement, the Employer may grant leave of absence with or without pay to an employee in an emergency or unusual circumstances.
- 26.09 The Employer may grant an employee up to ten (10) days special leave with pay each year to serve as members of public boards and committees, and to actively participate in sporting events at the Regional, Territorial, Interprovincial, National and International levels (this includes the Arctic Winter Games) and Search and Rescue activities.

### Tradition Leave

- 26.10 Subject to operational requirements, leave without pay may be granted on reasonable notice to an employee in order to met traditional hunting or harvesting opportunities. Such leave shall not be unreasonably denied.

### Other Casual Leave

- 26.11 The Employer may grant the employee casual leave for other purposes of a special or unusual nature.
- 26.12 The provisions of this Article do not apply to an employee who is on leave of absence without pay, or under suspension.

## **Other Types Of Leave**

### Court Leave

- 26.13 Leave of absence with pay shall be granted to every employee, other than an employee on leave of absence without pay, laid off or on suspension, who is required:
- (a) to serve on a jury, including a jury selection process; or
  - (b) by subpoena or summons to attend as a witness in any proceedings 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;
    - (iii) before the Senate or House of Commons of Canada, or a committee or commission of the Senate or House of Commons, otherwise than in the performance of the duties of his position;
    - (iv) before the Legislative Assembly, or any committee or commission thereof that is authorized by law to compel the attendance of witnesses before it;
    - (v) before an arbitrator or umpire or a person or body of persons authorized by law to make a inquiry and to compel the attendance of witnesses before it;
  - (c) Notwithstanding any provisions of this article, the Employer may deduct from the regular pay of the employee any remuneration received by him as a result of serving on a jury or as a witness, other than remuneration received as an allowance or reimbursement for expenses



incurred for such duty. Copy of Subpoena, Summons or Jury Notice must be provided to the Employer in order to receive pay.

#### Public Service Leave

26.14 An employee, other than an employee on leave of absence without pay or under suspension, will be granted leave without pay:

- (a) to serve as a Justice of the Peace;
- (b) to serve as a Coroner; or
- (c) to participate in a public inquiry.

### **ARTICLE 27: ANNUAL VACATION**

#### Accumulation of Vacation Leave

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

- from the date of hire to completion of two (2) years of continuous service – 16.5 days per year;
- after the completion of more than two (2) years but less than fifteen (15) years of continuous service – 21.5 days per year;
- after the completion of more than fifteen (15) years but less than twenty (20) years of continuous service – 26.5 days per year;
- after the completion of (20) years of continuous service – 31.5 days per year.

27.02 Permanent Part-Time Employees, Term Employees and Casual Employees shall earn annual vacation, to be paid to the Employee as it is earned, based on years of Continuous Service, as follows:

- for the first five (5) years of continuous service – 4% of regular earnings;
- after completing five (5) years of continuous service – 6% of regular earnings;
- Arena Supervisor shall receive six percent (6%) of regular earnings.

27.03 All vacation time requests involving more than two (2) days off must be submitted to the SAO or her designate for approval a minimum of three (3) calendar weeks prior to the time the vacation is intended to commence.

#### Granting of Vacation Leave

27.04 (a) All Employees must receive final approval from the SAO or her designate with respect to when the Employee's annual vacation is to be taken.

(b) All vacation time requests must be submitted to the SAO or her designate for approval.

27.05 In granting vacation leave with pay to an Employee, subject to operational requirements, the Employer shall make every reasonable effort to:

(a) subject to 27.11 and provided days have been earned, schedule vacation leave for all

Employees in the fiscal year in which it is earned;

- (b) not recall an Employee to duty after he has proceeded on vacation leave;
  - (c) subject to 27.11 and provided days have been earned, grant the Employee his vacation leave during the fiscal year in which it is earned at a time specified by him;
  - (d) In granting vacation leave with pay to an Employee, the Employer shall make every reasonable effort to grant the Employee vacation leave for at least up to three (3) consecutive weeks
    - (i) depending upon his vacation entitlements when so requested by the employee; and
    - (ii) recognize Seniority on preference for a vacation period.
- 27.06 Where a Designated Paid Holiday falls during a full-time Employee's vacation, he shall receive an additional day with pay added to his vacation.
- 27.07 Where an employee is on approved vacation leave, or unpaid leave, and qualified for sick leave, subject to provision of a certificate from a qualified medical practitioner under this Article, such vacation leave or special leave shall be re-credited and substituted with sick leave.
- 27.08 Upon termination or death, Employees or their estate shall receive vacation pay based upon the vacation entitlement earned up to the date of termination.
- 27.09 An employee whose employment is terminated by reason of a declaration that he abandoned his position as defined in 3.01(a) is entitled to receive vacation pay. If after reasonable efforts the Employer is unable to locate the employee within six (6) months of termination, his entitlement shall lapse.
- 27.10 Each employee shall be granted one (1) day leave with pay in each year for the purpose of travel when taking annual vacation. These travel days are not to be accumulated from year to year and are limited to one (1) day per year at a time when at least five (5) consecutive vacation days are granted.

#### Recall From Vacation Leave

- 27.11 Due to emergency operational requirements, the Employer may alter an Employee's vacation period after it is has been approved, providing such vacation arrangements have been made after leave approval, but only if
- (a) the Employee has made non-refundable deposits in view of his vacation and the Employer has reimbursed the Employee for loss of deposit, and, or
  - (b) the Employee's spouse has arranged a vacation period which coincides with the Employee and alternate arrangements can be made.

#### Vacation Carry-Over

- 27.12 (a) Where an employee has failed to take his vacation entitlement, the employee will be permitted to carry over the vacation credit to the following year provided the employee exhausts the carried-over entitlement no later than July 31<sup>st</sup> of the following year, though it may not be used concurrently with the following year's entitlement.

- (b) Where the employee fails to meet the July 31<sup>st</sup> deadline, the employee will receive regular pay for the unused vacation credits.

## ARTICLE 28: SICK LEAVE

- 28.01 Sick leave is provided by the Employer to Permanent Full-Time Employees for the purpose of maintaining the basic rate of pay for regularly scheduled shifts of Employees during absences due to the Employee's illness, quarantine and accidents for which compensation is not payable under the *Workers' Compensation Act*.
- 28.02 An employee shall earn sick leave credits at the rate of one and one-quarter (1 ¼) days for each calendar month for which he receives pay for at least ten (10) days.
- 28.03 The accrual and use of sick leave credits will be administered in accordance with the following:
  - (a) Permanent Full-time Employees shall accumulate sick leave at the rate of one and one-quarter (1 ¼) days per month of full-time employment, to a maximum credit of one hundred (100) days.
  - (b) Permanent Part-time Employees shall accumulate sick leave based on a pro rata basis of hours worked as compared to Permanent Full-time Employees.
  - (c) Sick leave credits will be accumulated in accordance with Article 28.03(a) up to a maximum credit of one hundred (100) days, provided however, that an Employee shall not be entitled to use sick leave credits prior to completion of their probationary period as per Article 17.
  - (d) When an Employee has accrued the maximum sick leave credits of one hundred (100) days, the Employee shall no longer accrue sick leave credits until such time as the Employee's total accumulation is reduced below the maximum. At that time, the Employee shall commence accumulating sick leave credits up to the maximum once more.
  - (e) If an Employee requires time off for the purpose of attending dental, physiotherapy, optical or medical appointments, provided the Employee has been given prior authorization by the Employer to do so, such absence shall be charged against the Employee's accumulated sick leave credits. Employees may be required to submit satisfactory proof of such appointments.
  - (f) For the purpose of computing sick leave credit accumulation, days on which the Employee is on vacation shall be counted as working days.
- 28.04 An Employee automatically reverts to Short Term Disability benefits as determined by the carrier's policy and will not be entitled to use nor accumulate sick leave credits while receiving Short Term Disability benefits.
  - (a) In the event the Short Term Disability Insurer provides payment for the time period the employee is making use of sick leave credits, the employee will repay the Employer for monies paid and sick leave credits will be restored.

- 28.05 Subject to the provisions of this Article, all absences on account of illness or injury on a regular working day, exclusive of designated paid holidays, shall be charged against an employee's accumulated sick leave credits.

#### Medical Certificates

- 28.06 An employee is required to produce a certificate from a qualified medical practitioner certifying that such employee is unable to carry out his duties due to an illness or injury for each leave in excess of three (3) working days, or if the Employee has used 7 or more days in that fiscal year.
- 28.07 Subject to Articles 28.01, 28.02 and 28.03, an Employee granted sick leave shall be paid at his basic rate of pay for regularly scheduled shifts absent due to illness. Such amount shall be deducted from his accumulated sick leave credits up to the total amount of accumulated credits at the time the sick leave commenced.
- 28.08 An employee is not eligible for sick leave with pay for any period in which he is on leave of absence without pay or under suspension.
- 28.09 Employees reporting sick shall call their work place as soon as possible. When Employees are aware that they will be absent from work for more than three (3) days, they shall advise the Employer in writing.
- 28.10 Upon termination or resignation, all sick leave credits will be cancelled and no payment for such credits made to the Employee by the Employer.
- 28.11 Where an employee is on approved vacation leave, or special leave, and qualifies for sick leave, subject to provision of a certificate from a qualified medical practitioner under this Article, such vacation leave or special leave shall be re-credited and substituted with sick leave.

### **ARTICLE 29: MATERNITY AND PARENTAL LEAVE**

#### Maternity Leave without Pay

- 29.01 (a) An Employee who has twelve (12) months of continuous service and becomes pregnant shall be granted leave without pay for a single period totaling not more than seventeen (17) consecutive weeks commencing at any time during the 17-week period immediately preceding the estimated date of delivery. If the actual date of delivery is after the estimated date of delivery, an employee is entitled, at the request of the employee, to extend the pregnancy leave for a further period, without pay, not exceeding the period between the estimated date of delivery and the actual date of delivery and, in any event, not exceeding six (6) consecutive weeks.
- (b) Leave granted under this Article shall be counted for the calculation of "Continuous Employment".

#### Parental Leave without Pay

- 29.02 (a) Where an Employee has twelve (12) months of Continuous Employment and has or will have the actual care and custody of his/her newborn child; or where an Employee

commences proceedings to adopt a child who is below the age of majority or obtains an order for the adoption of a child who is below the age of majority, he/she shall be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks. The leave shall be taken during the fifty-two (52) week period immediately following the day the child is born or, in the case of adoption, within the fifty-two (52) week period from the date the child comes into the Employee's care and custody.

- (b) Parental leave granted by the Employer shall be counted for the calculation of "Continuous Employment".
- (c) Parental leave utilized by an employee-couple shall not exceed a total of thirty-seven (37) weeks for both Employees combined.
- (d) Parental leave utilized by an employee-couple in conjunction with maternity leave shall not exceed a total of fifty-two (52) weeks for both Employees combined.
- (e) Parental leave taken by an Employee in conjunction with maternity leave shall be taken immediately after the termination of maternity leave and the duration of both periods of leave shall not exceed a total of fifty-two (52) weeks.
- (f) The Employee must request the leave, in writing, at last four (4) weeks before the intended commencement of the leave.

### **ARTICLE 30: SHORT TERM LEAVE FOR TRAINING PURPOSES**

- 30.01 Leave without pay to take advanced or supplementary professional, technical training or other educational purposes related to career development up to one academic year may be granted by the Employer to employees upon written application.

### **ARTICLE 32: DUTY TRAVEL**

- 32.01 An Employee who is authorized to travel on Hamlet business will receive a per diem as set by the Government of Nunavut.
- 32.02 Where an Employee is required to travel on behalf of the Employer, he shall be paid as though he were at work for his regular workday, for each day that he travels.
- 32.03 The Employer will make every reasonable effort to restrict travel outside of Hall Beach that requires absence from home beyond a period which includes two (2) weekends.
- 32.04 The Employer will be responsible to arrange and pay for air transportation and commercial accommodation for an employee on duty travel.
- 32.05 Any other expense which may be authorized by the employer at their discretion.

### **ARTICLE 33: SENIORITY**

- 33.01 Definition: "Seniority" is defined as the length of continuous service commencing with the actual date of hire, in the bargaining unit and shall include service with the Employer prior to the certification of the Union.
- 33.02 (a) The Employer shall maintain a seniority list showing each Employee's seniority date. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.
- (b) Where two (2) or more Employees commenced work on the same day, preference shall be in accordance with the date of the application for employment. In the event that Employees' application dates are the same, preference shall be based on alphabetical order of the Employees' surnames.
- (c) Seniority shall not apply during the probationary period, however, once the probationary period has been completed seniority shall be credited from the seniority date established pursuant to Article 31.01.
- (d) Where a Casual Employee becomes, full-time or part-time with the Employer, and their service with the Employer has been unbroken by termination or resignation, their seniority date shall be adjusted to take into account all hours worked as a Casual Employee. Their date of seniority shall be adjusted by one (1) day for every eight (8) hours of work.
- 33.03 Seniority shall be considered broken, all rights forfeited:
- (a) when the employment relationship is terminated by either the Employer or the Employee;
- (b) upon the expiry of twelve (12) months following the date of lay-off, if during such time the Employee has not been recalled to work;
- (c) if the Employee is absent from work without the Employer's consent or authorization for more than three (3) days.
- 33.04 Where an Employee in the Bargaining Unit accepts a position with the Employer which is excluded from the Bargaining Unit, seniority will be forfeited.

### **ARTICLE 34: LAYOFF AND RECALL**

- 34.01 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.
- 34.02 In the event of a lay-off, employees shall be laid off in reserve order of their seniority within their job classification.

Notice of Lay-Off

- 34.03 All Permanent Employees and Term Employees (excluding the Arena Supervisor and Casual Employees) shall receive twenty (20) days' working notice, or pay in lieu thereof, of the Employer's intention to lay off. A copy of such notice shall be provided to the Union.
- 34.04 Employees shall have bumping rights in accordance with their seniority subject to the ability, qualifications and job-related suitability to perform such jobs within their department.
- 34.05 (a) Where Employees have been laid off in accordance with Articles 34.03 and 34.04, they shall be recalled in the reverse order they were laid off to the first available job within their classification.
- (b) The Employer will contact Employees on lay-off in person or by phone for the purpose of recall in accordance with Article 34.05(a). Where recall in this manner is not possible, recall shall be deemed to have been carried out ten (10) days after the posting of a double-registered letter to the last known address of the Employee according to the Employer's records.
- (c) Where an Employee does not return to work as required, within ten (10) days of being recalled, in accordance with Article 34.05(b), the employment relationship shall be terminated.
- 34.06 No new employees shall be hired within a job classification until those laid off from the same job classification have been given the opportunity of recall.

Recall

- 34.07 (a) The right to recall in accordance with Article 34.05 shall continue for a period of twelve (12) months after which time the employment relationship shall be terminated.
- (b) When employment is terminated in accordance with Article 34.07(a), or for any other reason without just cause, the following termination pay shall be payable based on an amount equal to the wages the Employee would have earned (on the basis of the previous two months earnings) if the Employee had worked the applicable termination notice period as follows:
- (i) two (2) weeks, if the Employee has been employed by the Employer for more than three (3) months but less than three (3) years;
- (ii) three (3) weeks if the Employee has been employed by the Employer for three (3) years or more but less than four (4) years;
- (iii) four (4) weeks if the Employee has been employed by the Employer for four (4) years or more but less than five (5) years;
- (iv) five (5) weeks if the Employee has been employed by the Employer for five (5) years or more but less than six (6) years;
- (v) six (6) weeks if the Employee has been employed by the Employer for six (6) years or more but less than seven (7) years; or
- (vi) seven (7) weeks if the Employee has been employed by the Employer for seven (7) years or more but less than eight (8) years; or

(vii) eight (8) weeks if the Employee has been employed by the Employer for eight (8) years or more.

- (c) If at any time during the term of this Collective Agreement the notice periods outlined in Article 34.07 (b) are less than the minimum requirements of the *Labour Standards Act*, the minimum requirements of the *Labour Standards Act*, as amended from time to time, will apply.

#### Cooling Off Period – Three (3) Working Days

- 34.08 An employee who willfully terminates his employment as a result of a misunderstanding or argument shall be allowed to return to work and remain employed if he does so within three (3) working days.
- 34.09 Should the Employer refuse to allow the employee to return to work, the termination shall be considered as a discharge effective the date that the employee sought to return to work and may be grieved as a discharge.
- 34.10 This cooling off period will apply once every two year period.

#### Resignation

- 34.11 The Employee will provide the Employer with three (3) weeks' written notice when resigning from their position with the Employer.

### **ARTICLE 35: DISCIPLINE AND DISMISSAL**

- 35.01 The principle of progressive discipline is recognized by both parties.
- 35.02 Where an employee is to be disciplined, the Employer shall discreetly notify the employee at a private meeting. Prior to the meeting, the Employer will notify the employee of his right to have a Representative of the Union in attendance. The reasons for the discipline shall be provided to the employee in sufficient Detail that the employee may defend himself against it.
- 35.03 (a) Written warning notices may be given to Employees for poor conduct, unsatisfactory job performance or infractions of the Employer's rules, regulations and/or policies;
- (b) A copy of all warnings shall be provided to the Union and the Employee;
- (c) Copies of all such warnings shall be signed by the Employee and the Employer; and
- (d) A copy of all such warnings shall be placed on the Employee's personnel file.
- (e) When the circumstances are such that the Union Representative was not available or the employee did not request the attendance of a Union Representative, the Employer shall notify the appropriate Union Representative when discipline occurs.
- 35.04 Discipline, including dismissal, shall be subject to just cause.



### Termination of Employment

- 35.05 No employee shall have his employment terminated without first being given notice in writing together with the reasons thereof. When the Employer terminates the employment of an employee the grievance procedures shall apply except that the grievance may be presented at the Second Level within twenty (20) calendar days after the employee receives his notice of termination.

### **ARTICLE 36: EMPLOYEE FILES**

- 36.01 Each permanent employee shall receive an annual performance evaluation which shall be kept in a confidential employee file. Each employee will be given an opportunity to discuss and provide written comments in response to the evaluation. Each employee shall sign the evaluation to indicate that the contents have been read and understood.
- 36.02 The Employer agrees not to introduce as evidence in the case of promotional opportunities or disciplinary action any document from the file of an employee, the existence of which the employee was not made aware by the provision of a copy thereof at the time of filing or within five (5) working days thereafter.
- 36.03 Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee, shall be destroyed after three (3) years has elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.
- 36.04 Upon written request of an employee the personnel file of that employee shall be made available for his examination at reasonable times in the presence of an authorized representative of the Employer.
- 36.05 Where the employee is required to attend a meeting with the Employer to deal with matters that are of a disciplinary nature, the employee shall have the right to have a Representative of the Union in attendance. Where possible, the Employer must advise the employee of his right to be accompanied by his Representative at least one (1) day in advance of said meeting.

### **ARTICLE 37: GRIEVANCE AND ARBITRATION**

#### **37.01 Grievance Definitions**

A grievance shall be defined as any difference arising out of an interpretation, application, administration, or alleged violation of this Collective Agreement.

#### **37.02 Authorized Representatives**

An Employee may have the assistance of a Union representative at any time during the grievance and arbitration procedure.

### 37.03 Time Limits

For the purposes of this Article, periods of time referred to in days shall be deemed such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays and designated paid holidays which are specified in Article 24.

### 37.04 Mandatory Conditions

- (a) Should the Employee or the Union fail to comply with any of the time limits specified in the grievance procedure, the grievance will be considered to be abandoned, unless the parties have mutually agreed in writing to extend the time limits.
- (b) Should the Employer fail to comply with any time limits in the grievance procedure, the grievance shall automatically move to the next step on the day following the expiry of the particular time limit, unless the parties have mutually agreed in writing to extend the time limits.
- (c) During any and all grievance proceedings, the Employee shall continue to perform duties, except in cases of suspension or dismissal.
- (d) A suspension or dismissal grievance shall commence at Step 2.

37.05 Where an employee has been represented by the Union in the presentation of his grievance, the Employer will provide the appropriate Representative of the Union with a copy of the Employer's decision at each level of the grievance procedure at the same time that the Employer's decision is conveyed to the employee.

37.06 An employee shall have the right to present a grievance on matters relating to the application or interpretation of this Agreement provided he first obtains the authorization of the Union prior to presenting such a grievance.

37.07 An employee may, by written notice to the Employer, withdraw a grievance provided that, where the grievance is one arising out of the application or interpretation of this Agreement his withdrawal has the endorsement, in writing, of the Union.

37.08 The Union shall have the right to consult with the Employer with respect to a grievance at each or any level of the grievance procedure.

37.09 No proceedings under this article are invalid by reason of any defect of form or any technical irregularity.

### 37.10 Steps in the Grievance Procedure

- (a) All grievances shall be submitted in writing.

#### (b) **Step 1**

An Employee who has a grievance shall, within fifteen (15) days of the date of the occurrence which lead to the grievance, discuss the matter with the appropriate management personnel and attempt to resolve the grievance at this stage. The appropriate management personnel shall advise the Employee of their decision within fifteen (15) days of the Employee first making them aware of the matter. In the event that it is not resolved to the satisfaction of the Employee, it may be advanced in accordance

with the following steps.

**(c) Step 2**

If the decision of the appropriate management personnel does not settle the grievance, the Union and Employee must within fifteen (15) working days from the day that the decision was received by the Union, appeal the decision in writing to the SAO and such appeal shall specify the full particulars of the grievance and the remedy requested. The SAO shall hold a hearing within fifteen (15) working days of the day that the SAO received the grievance and a written decision on the grievance together with the reasons therefore shall be given to the Union within fifteen (15) working days of the hearing.

**(d) Step 3**

If the decision of the SAO does not settle the grievance, the Union must within fifteen (15) working days from the day that the decision was received by the Union, appeal the decision in writing to the Grievance Committee of Council and such appeal shall specify the full particulars of the grievance and the remedy requested. The Grievance Committee of Council shall hold a hearing within fifteen (15) working days of the day that the Grievance Committee of Council received the grievance and a written decision on the grievance together with the reasons therefore shall be given to the Union within fifteen (15) working days of the hearing.

- 37.11 If the decision of the Grievance Committee of Council does not settle the grievance, or Council does not hold a hearing or render a decision in compliance with Step 3, the Union may decide to proceed to Arbitration.

Arbitration

- 37.12 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement including any questions as to whether a matter is arbitral, or where an allegation is made that a term or condition of this Agreement has been violated, either of the parties may, after exhausting the grievance procedure in this article, notify the other party in writing within twenty-one (21) days of the receipt of the reply at the Second Level, of his desire to submit the difference or allegation to arbitration.
- 37.13 (a) The parties agree that arbitration referred to in Clause 37.11 shall be by a single arbitrator mutually agreed upon by the parties.
- (b) 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 nine (90) day period.
- (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.
- 37.14 (a) The Arbitrator has all of the powers granted to arbitrators under the *Canada Labour Code*, Part I in addition to any powers which are contained in this Agreement.

- (b) The arbitrator shall hear and determine the difference or allegation and shall issue a decision and that decision is final and binding upon the parties and upon any employee affected by it.
  - (c) The award of the arbitrator shall be signed by him and copies thereof shall be transmitted to the parties to the dispute.
- 37.15 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.
- 37.16 The Employer and the Union shall each pay one-half of the remuneration and expenses of the Arbitrator and each party shall bear its own expenses of every such arbitration.
- 37.17 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.
- 37.18 In addition to the person granted to arbitrators under the *Canada Labour Code* the Arbitrator may determine that the employee has been dismissed for other than proper cause and he may:
- (a) direct the Employer to reinstate the employee and pay to the employee a sum equal to his wages lost by reason of his dismissal, or such less sum as in the opinion of the Arbitrator is fair and reasonable; or
  - (b) make such order as he considers fair and reasonable having regard to the terms of this Agreement.
- 37.19 An Employer grievance shall be submitted to the Union directly to the President of the Nunavut Employees Union and shall be referable to Arbitration under Clause 37.11.

## **ARTICLE 38: LABOUR-MANAGEMENT COMMITTEE**

- 38.01 A Labour-Management Committee will be formed to consult on matters of Safety and Health, and other matters of mutual interest.
- 38.02 The Labour-Management Committee shall be comprised of four (4) members: two (2) from the Bargaining Unit and two (2) from the Employer with each party choosing their respective representatives. The Union will consider the departmental structure in appointing their representative.
- 38.03 The Labour-Management Committee will meet any time at the request of either party, but in any event will meet at least once every six (6) months.

## **ARTICLE 39: INSURANCE BENEFIT PLANS**

- 39.01 Health benefits are administered by Northern Employees' Benefits Services (NEBS). Premiums for eligible employees and the Hamlet are broken down as follows:
- (a) Life – 100% Employer paid
  - (b) Long-term/Short-term Disability – 100% Employee paid
  - (c) Accident Death and Dismemberment – 100% Employer paid
  - (d) Dependent Insurance – 100% Employer paid
  - (e) Extended Health and Dental – 50% Employer / 50% Employee
- 39.02 Only Extended Health and Dental coverage is optional; all other benefits subject to eligibility are mandatory and a condition of employment.

## **ARTICLE 40: PENSION**

- 40.01 All permanent full time employees who have successfully completed the probationary period shall participate in the Northern Employers Benefit Services Pension Plan subject to eligibility.
- 40.02 All permanent full-time employees will contribute at a rate of eight percent (8%) of their regular earnings, as referenced in Clause 18.01 and 19.01 (based on regular scheduled hours of work and the hourly rate set out in Appendix A), each month with the Employer contributing an equal amount.

## **ARTICLE 41: CALL OUT**

- 41.01 Call Out occurs when an Employee is called back to the work site and is required to work before or after the completion of his regular shift on that day for each call.
- 41.02 Call Out will be based upon seniority with more senior Employees contacted first to determine whether they wish to respond to the Call Out.
- 41.03 When an employee is recalled to a place of work for a specific duty, he shall be paid the greater of:
- (a) compensation at the appropriate overtime rate; or
  - (b) compensation equivalent to three (3) hours' pay at the straight time rate.
- 41.04 Compensation for call-back shall be made in cash.
- 41.05 Except in case of an emergency or the breakdown of a water or sewer truck, employees shall not be required to return to work on a call-back. When employees do return to work on a call-back, payment under this article shall be made whether or not work is actually available and performed.
- 41.06 Subject to 41.05 above, no employee shall be disciplined for being unable to return to work on a call-back.

- 41.07 In the event the Municipal Clerk is required to contact employees to return to the workplace, pursuant to Article 41, she will be paid time and a half her regular rate of pay for one hour.

## **ARTICLE 42: REPORTING PAY**

- 42.01 If an employee reports to work on his regularly scheduled workday and there is insufficient work available, he is entitled to pay for that day.
- 42.02 If an employee is directed to report for work outside of his regularly scheduled hours of work, he shall be paid the greater of:
- (a) Compensation at the appropriate overtime rate; or
  - (b) Compensation equivalent to three (3) hours' pay at the straight time rate.

## **ARTICLE 43: SAFETY AND HEALTH**

- 43.01 The Employer shall comply with all applicable territorial health and safety legislation and regulations. All standards established under the legislation and regulations shall constitute minimum acceptable practice.

### *Safety Act and Regulations*

- 43.02 The Employer shall make available to all employees a current copy of the *Safety Act* and Regulations, and any Employer policies pertaining to safety and health.

### *Right to Refuse Dangerous Work*

- 43.03 An employee shall have the right to refuse to work in unusually dangerous situations as described below:
- (a) An employee may refuse to do any particular act or series of acts at work which he has reasonable grounds to believe are unusually dangerous to his health or safety, or the health or safety of any other person at the place of employment, until sufficient steps have been taken to satisfy him otherwise, or until a safety officer appointed under the *Safety Act* or his designated representative has investigated the matter and advised him otherwise.  
  
"Unusually dangerous" has the same meaning as "unusual danger" in the *Safety Act*.
  - (b) No loss of wages or discriminatory action shall be taken against any worker by reason of the fact that he exercised the right conferred upon him in subsection 43.03(a). No other employee shall be assigned to use or operate any machine, device, material or thing or perform any part of the work which is being investigated pending resolution of the situation.

First Aid

- 43.04 The Employer, through the municipal training organization, will offer Safety First Aid courses to all employees required to hold certificates pursuant to the *Safety Act*, including refresher courses required to maintain a valid certificate, at the Employer's expense. Employees taking first aid training shall be granted leave with pay for the duration of the courses.
- 43.05 The Employer will provide and maintain in good condition first aid kits in appropriate locations on the Employer's premises.

Occupational Health Examinations

- 43.06 Where the Employer requires an employee to undergo an occupational health examination by a qualified practitioner the employee shall be granted leave with pay to attend the examination. All examination costs will be the responsibility of the Employer.
- 43.07 The employee shall have access to all occupational health information legally and properly received by the employer resulting from or related to his occupational health examination, and such information shall be maintained in a confidential manner and retained within the medical community.

**ARTICLE 44: CONTRACTING OUT**

- 44.01 There shall be no contracting out of any work by the Employer if it would result in the layoff or reduction in the hours of work of bargaining unit members.

**ARTICLE 45: TECHNOLOGICAL CHANGE**

- 45.01 Both parties recognize the overall advantages of technological change. Therefore, both parties will encourage and promote technological change and improvements.
- 45.02 With this view, and recognizing the extensive lead time required for the selection, provision and installation of new equipment, software or materials, the Employer agrees to provide at least four (4) months notice to the Union of any major technological change which would result in changes in the employment status or in this Agreement.
- 45.03 Where the Employer has notified the Union that it intends to introduce technological change, the parties undertake to meet within thirty (30) days for consultations in an effort to reach agreement on solutions and administrative procedures to deal with problems arising from the intended technological change.
- 45.04 The Employer shall make every reasonable effort to continue to employ employees who would otherwise become redundant because of technological change.

#### **ARTICLE 46: RELOCATION EXPENSES ON INITIAL APPOINTMENT**

- 46.01 Employees hired from outside of the Municipality of Hall Beach may be reimbursed for relocation expenses and airfare, accommodations and meals for the employee and dependents by the most economic means. Contracts written or agreed to must be completed.
- 46.02 For employees hired outside of the Municipality of Hall Beach, the Employer may pay for personal belongings not including snowmobiles, ATV's or other vehicles to be shipped to a maximum weight of:
- (a) 2,200 pounds without dependents;
  - (b) 5,500 pounds with dependents.

#### **ARTICLE 47: TRADES – WORK CLOTHING AND PROTECTIVE EQUIPMENT**

- 47.01 Where the following articles are required by the Employer or the Workers' Compensation Board, the Employer shall supply employees with the following articles of equipment:
- (a) hard hats;
  - (b) aprons;
  - (c) welding goggles;
  - (d) dust protection;
  - (e) eye protection, except prescription lenses;
  - (f) ear protection;
  - (g) reflective vests;
  - (h) coveralls
  - (i) bullet proof vest (bylaw enforcement officer)
  - (j) bylaw enforcement officer jacket
- 47.02 For all permanent full-time employees, where required, the Employer will provide a boot allowance, upon proof of need, of Eighty Dollars (\$80.00) per annum. Receipts must be provided. It is understood that the \$80.00 does not increase during the term of this Agreement.

#### **ARTICLE 48: TOOLS**

- 48.01 No employee shall be required to provide or use their own tools in the performance of their duties.

#### **ARTICLE 49: NORTHERN ALLOWANCE**

- 49.01 Northern Allowance shall be paid, on an hourly basis, to all Permanent and Term Employees as follows:
- (i) \$20,500.00 effective April 1, 2010;
  - (ii) \$21,000.00 effective April 1, 2011; and
  - (iii) \$21,500.00 effective April 1, 2012.



- 49.02 Northern Allowance will be paid to employees at an hourly rate calculated by dividing the annual amount of Northern Allowance by 2,080 hours for those employees normally required to work an eight (8) hour day, and by dividing the Northern Allowance by 1,950 hours for those employees normally required to work a seven-and-one-half (7 ½) hour day.

## **ARTICLE 50: RE-OPENER OF AGREEMENT AND MUTUAL DECISIONS**

### Re-opener of Agreement

- 50.01 This agreement may be amended by mutual consent between the Employer and the Union.

### Mutual Discussions

- 50.02 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 51: APPRENTICES**

- 51.01 The *Apprenticeship, Trade and Occupations Certification Act* and pursuant Regulations shall apply to all apprentices employed by the Employer. A copy of the current Regulations shall be supplied to the apprentice upon hiring.
- 51.02 Apprenticeships and related training programs shall be those recognized pursuant to the *Apprenticeship, Trade and Occupations Certification Act*.
- 51.03 Pay increases shall be based upon levels of certification issued pursuant to the *Apprenticeship, Trade and Occupations Certification Act* and shall be effective from the date of certification. Apprentice rates will be based on a percentage of the appropriate journeyman rates as follows:

#### Four year training programs

Year 1 – 55% Journeyman rate  
 Year 2 – 65%  
 Year 3 – 75%  
 Year 4 – 85%

#### Three-year training programs

Year 1 – 55% Journeyman rate  
 Year 2 – 70%  
 Year 3 – 85%


- 51.04 Apprentices must successfully complete each year as per the Government of Nunavut apprenticeship rules, prior to receiving additional levels of pay.
- 51.05 Upon successful completion of the Apprenticeship program, the Employer shall make every reasonable effort to provide that employee with a permanent full-time journeyman position in the area of his trade. All time spent as an apprentice shall be counted towards continuous employment.
- 51.06 Where an apprentice fails to complete his training to a certified level in accordance with the provisions of the *Apprenticeship, Trade and Occupations Certification Act* for his trade, the Employer may terminate the employment of the apprentice who shall not receive severance pay. All apprentices must, as a condition of continuing employment, become certified tradesmen in their trade area.

IN WITNESS WHEREOF the parties have executed this Collective Agreement by affixing hereto the signatures of their proper Officers in that behalf.

Per: Atypical

Per: 

Per:

Per: 

Per: [Signature]

Per: Fredas Apak

Per: Lester Morgan

**SCHEDULE "A"**  
**RATES OF PAY AND SALARY SCHEDULE**

**April 1, 2010 – 3.5% increase**

**April 1, 2011 – 3.5% increase**

**April 1, 2012 – 3.5% increase**

<b>Effective April 1, 2010</b>						
<b>POSITION</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>
Executive Secretary	\$17.51	\$17.85	\$18.22	\$18.58	\$18.95	\$19.34
Finance Officer	\$20.02	\$20.42	\$20.91	\$21.25	\$21.67	\$22.12
Finance Clerk	\$17.51	\$17.85	\$18.22	\$18.58	\$18.95	\$19.34
By-Law Enforcement Officer	\$18.76	\$19.14	\$19.52	\$19.91	\$20.31	\$20.71
Municipal Lands/Liaison Officer	\$18.76	\$19.14	\$19.52	\$19.91	\$20.31	\$20.71
Economic Development Officer	\$23.77	\$24.25	\$24.74	\$25.22	\$25.73	\$26.26
Casual Office Worker	\$11.26	\$11.48	\$11.72	\$11.94	\$12.18	\$12.43
Janitor	\$15.02	\$15.31	\$15.63	\$15.94	\$16.26	\$16.59
Recreation Coordinator	\$18.76	\$19.14	\$19.52	\$19.91	\$20.31	\$20.71
Arena/Comm. Hall Supervisor	\$12.50	\$12.75	\$13.01	\$13.28	\$13.55	\$13.82
Canteen Worker	\$11.26	\$11.48	\$11.72	\$11.94	\$12.18	\$12.43
Casual Recreation Worker	\$11.26	\$11.48	\$11.72	\$11.94	\$12.18	\$12.43
Public Works Clerk	\$17.51	\$17.85	\$18.22	\$18.58	\$18.95	\$19.34
Building Maintainer	\$25.02	\$25.51	\$26.03	\$26.55	\$27.08	\$27.62
Casual Building Maintainer	\$13.77	\$14.04	\$14.32	\$14.60	\$14.89	\$15.20
Heavy Equipment Operator	\$25.02	\$25.51	\$26.03	\$26.55	\$27.08	\$27.62
Garbage Truck Driver	\$18.76	\$19.14	\$19.52	\$19.91	\$20.31	\$20.71
Sewage Truck Driver	\$22.51	\$22.96	\$23.42	\$23.90	\$24.37	\$24.86
Water Truck Driver	\$22.51	\$22.96	\$23.42	\$23.90	\$24.37	\$24.86
Casual Public Works Worker	\$13.77	\$14.04	\$14.32	\$14.60	\$14.89	\$15.20
Airport Manager	\$30.03	\$30.63	\$31.24	\$31.87	\$32.50	\$33.15
Garage Foreman/Mechanic	\$31.27	\$31.90	\$32.54	\$33.18	\$33.85	\$34.52
Community Justice Worker	\$26.10	\$26.62	\$27.15	\$27.69	\$28.25	\$28.81

<b>Effective April 1, 2011</b>						
POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Executive Secretary	\$18.12	\$18.47	\$18.86	\$19.23	\$19.61	\$20.02
Finance Officer	\$20.72	\$21.13	\$21.64	\$21.99	\$22.43	\$22.89
Finance Clerk	\$18.12	\$18.47	\$18.86	\$19.23	\$19.61	\$20.02
By-Law Enforcement Officer	\$19.42	\$19.81	\$20.20	\$20.61	\$21.02	\$21.43
Municipal Lands/Liaison Officer	\$19.42	\$19.81	\$20.20	\$20.61	\$21.02	\$21.43
Economic Development Officer	\$24.60	\$25.10	\$25.61	\$26.10	\$26.63	\$27.18
Casual Office Worker	\$11.65	\$11.88	\$12.13	\$12.36	\$12.61	\$12.87
Janitor	\$15.55	\$15.85	\$16.18	\$16.50	\$16.83	\$17.17
Recreation Coordinator	\$19.42	\$19.81	\$20.20	\$20.61	\$21.02	\$21.43
Arena/Comm. Hall Supervisor	\$12.94	\$13.20	\$13.47	\$13.74	\$14.02	\$14.30
Canteen Worker	\$11.65	\$11.88	\$12.13	\$12.36	\$12.61	\$12.87
Casual Recreation Worker	\$11.65	\$11.88	\$12.13	\$12.36	\$12.61	\$12.87
Public Works Clerk	\$18.12	\$18.47	\$18.86	\$19.23	\$19.61	\$20.02
Building Maintainer	\$25.90	\$26.40	\$26.94	\$27.48	\$28.03	\$28.59
Casual Building Maintainer	\$14.25	\$14.53	\$14.82	\$15.11	\$15.41	\$15.73
Heavy Equipment Operator	\$25.90	\$26.40	\$26.94	\$27.48	\$28.03	\$28.59
Garbage Truck Driver	\$19.42	\$19.81	\$20.20	\$20.61	\$21.02	\$21.43
Sewage Truck Driver	\$23.30	\$23.76	\$24.24	\$24.74	\$25.22	\$25.73
Water Truck Driver	\$23.30	\$23.76	\$24.24	\$24.74	\$25.22	\$25.73
Casual Public Works Worker	\$14.25	\$14.53	\$14.82	\$15.11	\$15.41	\$15.73
Airport Manager	\$31.08	\$31.70	\$32.33	\$32.99	\$33.65	\$34.31
Garage Foreman/Mechanic	\$32.36	\$33.02	\$33.68	\$34.34	\$35.03	\$35.73
Community Justice Worker	\$27.01	\$27.54	\$28.10	\$28.66	\$29.24	\$29.82

<b>Effective April 1, 2012</b>						
POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Executive Secretary	\$18.75	\$19.12	\$19.52	\$19.90	\$20.30	\$20.72
Finance Officer	\$21.45	\$21.87	\$22.40	\$22.76	\$23.22	\$23.69
Finance Clerk	\$18.75	\$19.12	\$19.52	\$19.90	\$20.30	\$20.72
By-Law Enforcement Officer	\$20.10	\$20.50	\$20.91	\$21.33	\$21.76	\$22.18
Municipal Lands/Liaison Officer	\$20.10	\$20.50	\$20.91	\$21.33	\$21.76	\$22.18
Economic Development Officer	\$25.46	\$25.98	\$26.51	\$27.01	\$27.56	\$28.13
Casual Office Worker	\$12.06	\$12.30	\$12.55	\$12.79	\$13.05	\$13.32
Janitor	\$16.09	\$16.40	\$16.75	\$17.08	\$17.42	\$17.77
Recreation Coordinator	\$20.10	\$20.50	\$20.91	\$21.33	\$21.76	\$22.18
Arena/Comm. Hall Supervisor	\$13.39	\$13.66	\$13.94	\$14.22	\$14.51	\$14.80
Canteen Worker	\$12.06	\$12.30	\$12.55	\$12.79	\$13.05	\$13.32
Casual Recreation Worker	\$12.06	\$12.30	\$12.55	\$12.79	\$13.05	\$13.32
Public Works Clerk	\$18.75	\$19.12	\$19.52	\$19.90	\$20.30	\$20.72
Building Maintainer	\$26.81	\$27.32	\$27.88	\$28.44	\$29.01	\$29.59
Casual Building Maintainer	\$14.75	\$15.04	\$15.34	\$15.64	\$15.95	\$16.28
Heavy Equipment Operator	\$26.81	\$27.32	\$27.88	\$28.44	\$29.01	\$29.59
Garbage Truck Driver	\$20.10	\$20.50	\$20.91	\$21.33	\$21.76	\$22.18
Sewage Truck Driver	\$24.12	\$24.59	\$25.09	\$25.70	\$26.10	\$26.63
Water Truck Driver	\$24.12	\$24.59	\$25.09	\$25.70	\$26.10	\$26.63
Casual Public Works Worker	\$14.75	\$15.04	\$15.34	\$15.64	\$15.95	\$16.28
Airport Manager	\$32.17	\$32.81	\$33.46	\$34.14	\$34.83	\$35.51
Garage Foreman/Mechanic	\$33.49	\$34.18	\$34.86	\$35.54	\$36.26	\$36.98
Community Justice Worker	\$27.96	\$28.50	\$29.08	\$29.66	\$30.26	\$30.87

**LETTER OF UNDERSTANDING  
BETWEEN**

**THE MUNICIPALITY OF HALL BEACH**

**AND**

**THE PUBLIC SERVICE ALLIANCE OF CANADA**  
(as represented by its agent, Nunavut Employees Union)

**THIRD PARTY CONTRACTS**

**The Parties agree the following forms part of the 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 layoff of one or more employees in the Bargaining Unit, the Employer shall provide not less than thirty (30) 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 thirty (30) 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. If there is a meeting, 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 Letter of Understanding, 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. Nothing in this Letter of Understanding requires the Employer to, or prevents the Employer from, terminating the contract.

6. Notice given to the Union under this Letter of Understanding shall not constitute notice of layoff under the applicable articles in the Collective Agreement.

SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2010 at Hall Beach, Nunavut.

THE MUNICIPALITY OF HALL BEACH

Per: 

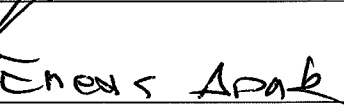
Per: \_\_\_\_\_

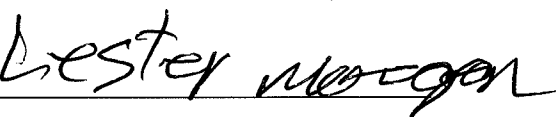
Per: 

THE PUBLIC SERVICE ALLIANCE  
OF CANADA (as represented by its agent,  
Nunavut Employees Union)

Per: 

Per: 

Per: 

Per: 

**LETTER OF UNDERSTANDING  
BETWEEN**

**THE MUNICIPALITY OF HALL BEACH**

**AND**

**THE PUBLIC SERVICE ALLIANCE OF CANADA**  
(as represented by its agent, Nunavut Employees Union)

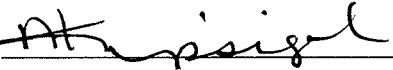
**NEW FUNDED CONTRACTS**

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

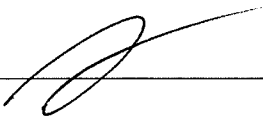
1. In the event of a new hire(s) for a new Third Party Funded Contract, the Employer will notify the Union prior to any hiring. The Parties will meet within thirty (30) days to discuss the application of the Benefit Provisions of the Agreement to the new position(s).
2. In the event the Union and the Employer are unable to agree on the application of the Benefit Provisions, either party may submit the dispute to arbitration within thirty (30) days of such impasse. The provisions of Clauses 37.11 through 37.17 inclusive shall apply in the case of a referral.

SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2010 at Hall Beach, Nunavut.

THE MUNICIPALITY OF HALL BEACH

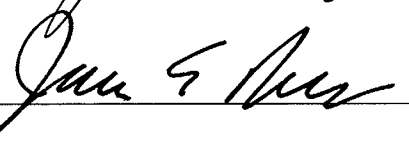
Per: 

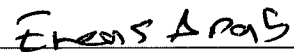
Per: \_\_\_\_\_

Per: 

THE PUBLIC SERVICE ALLIANCE  
OF CANADA (as represented by its agent,  
Nunavut Employees Union)

Per: 

Per: 

Per: 

Per: 



**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE MUNICIPALITY OF HALL BEACH**

**AND**

**THE PUBLIC SERVICE ALLIANCE OF CANADA**  
(as represented by its agent, Nunavut Employees Union)

**VACATION TRAVEL ASSISTANCE**


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

Vacation Travel Assistance to Ottawa or Montreal or "on the land" assistance shall be provided to the following position:


1. Airport Manager;
2. Airport Heavy Equipment Operator;
3. Garage Foreman also referred to by the Employer as the Director of Public Works.

SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2010 at Hall Beach, Nunavut.

THE MUNICIPALITY OF HALL BEACH

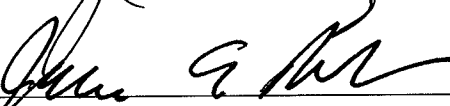
Per: 

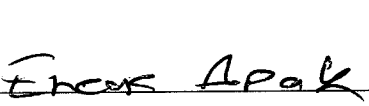
Per: \_\_\_\_\_

Per: 

THE PUBLIC SERVICE ALLIANCE  
OF CANADA (as represented by its agent,  
Nunavut Employees Union)

Per: 

Per: 

Per: 

Per: 