

# COLLECTIVE AGREEMENT

between

## THE PUBLIC SERVICE ALLIANCE OF CANADA

as represented by its agent

### Nunavut Employees Union

and

## HAMLET OF CORAL HARBOUR

Effective: **April 1, 2003**  
Expires: **March 31, 2005**

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## **NUMERICAL INDEX**

- ARTICLE 1-PURPOSE OF AGREEMENT	3
- ARTICLE 2-INTERPRETATION AND DEFINITIONS	3
- ARTICLE 3-RECOGNITION	5
- ARTICLE 4-APPLICATION	6
- ARTICLE 5-SECURITY OF THE AGREEMENT	6
- ARTICLE 6-STRIKES AND LOCKOUTS	6
- ARTICLE 7-MANAGERIAL RESPONSIBILITIES	7
- ARTICLE 8-EMPLOYER DIRECTIVES	6
- ARTICLE 9-NO RESTRICTION ON OUTSIDE EMPLOYMENT	7
- ARTICLE 10-UNION ACCESS	8
- ARTICLE 11-TIME <del>OFF</del> FOR UNION BUSINESS	8
- ARTICLE 12-CHECK OFF	9
- ARTICLE 13-INFORMATION	10
- ARTICLE 14-DESIGNATED PAID HOLIDAYS	11
- ARTICLE 15-LEAVE - GENERAL	12
- ARTICLE 16-VACATION LEAVE	12
- ARTICLE 17-SPECIAL LEAVE	15
- ARTICLE 18-SICK LEAVE	17
- ARTICLE 19-MATERNITY AND PARENTAL LEAVE	18
- ARTICLE 20-OTHER TYPES OF LEAVE	19
- ARTICLE 21-HOURS OF WORK - GENERAL	20
- ARTICLE 22-OVERTIME	21
- ARTICLE 23-PAY	21
- ARTICLE 24-DUTY TRAVEL	22
- ARTICLE 25-JOB DESCRIPTIONS	23
- ARTICLE 26-CLASSIFICATION	23
- ARTICLE 27-VACANCIES, JOB POSTING, PROMOTIONS, AND TRANSFERS	23
- ARTICLE 28-SENIORITY	23
- ARTICLE 29-LAY-OFF	24
- ARTICLE 30-SEVERANCE PAY	25
- ARTICLE 31-EVIDENCE	25
- ARTICLE 32-ADJUSTMENT OF DISPUTES	25
- ARTICLE 33-HARASSMENT	28
- ARTICLE 34-LIQUOR PROHIBITION	29
- ARTICLE 35-TECHNOLOGICAL CHANGE	29
- ARTICLE 36-LABOUR/MANAGEMENT COMMITTEE	29
- ARTICLE 37-SAFETY AND HEALTH	30
- ARTICLE 38-WORK CLOTHING AND PROTECTIVE EQUIPMENT	30
- ARTICLE 39-APPRENTICES	31
- ARTICLE 40-INSURANCE BENEFITS AND PENSION	32
- ARTICLE 41-ULTIMATE REMOVAL ASSISTANCE	32
- ARTICLE 42-SOCIAL JUSTICE FUND	32
- ARTICLE 43-RE-OPENER OF AGREEMENT AND MUTUAL DISCUSSIONS	33
- ARTICLE 44-DURATION AND RENEWAL	33
- LIST OF CLASSIFICATIONS	34
- APPENDIX "A"- PAY GRIDS	35

## ARTICLE 1 PURPOSE OF AGREEMENT

- 1.01 The Purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees and the Union, to set forth certain terms and conditions of employment relating to pay, hours of work, employee benefits, and general working conditions affecting employees covered by this Agreement and to ensure that all reasonable measures are provided for the safety and occupational health of the employees.
- 1.02 The parties to this Agreement share a desire to improve the quality, to promote 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 INTERPRETATION AND DEFINITIONS

- 2.01 For the purpose of this Agreement:
- (a) "Abandonment of position" means an employee is absent without leave and has not contacted the Employer for four (4) consecutive shifts, except where the Employee is stranded outside Coral Harbour because of weather conditions and is unable to contact the Employer before or during the absence.
  - (b) "Alliance" means the Public Service Alliance of Canada.
  - (c) "Allowance" means compensation payable to an employee in addition to his regular remuneration payable for the performance of the duties of his position.
  - (d) "Bargaining Unit" means all employees of the Hamlet excluding Senior Administrative Officer, Finance Officer, Assistant Senior Administrative Officer, Hamlet Foreman and casual employees, as certified by the Canada Labour Relations Board on August 12, 1997.
  - (e) "Casual Employee" means a person employed by the Employer for work of a temporary nature.
  - (f) "Committee" means the Labour/Management Committee.
  - (g) A "Common-law spouse" relationship is said to exist when, for a continuous period of at least one year, an employee has lived with a person, publicly represented that person to be his spouse, and lives and intends to continue to live with that spouse as if that person were his spouse.
  - (h) "Continuous Employment" and "Continuous Service" mean uninterrupted employment with the Hamlet, and,
    - (i) with reference to re-appointment of a lay-off his employment in the position held by him at the time he was laid off, and his employment in the position to which he is appointed shall constitute continuous employment;
    - (ii) where an employee ceases to be employed because of resignation, and is re-employed within a period of three (3) months, his periods of employment for purposes of sick leave credits shall be considered as continuous employment with the Hamlet.
  - (i) "Council" means Council of Municipal Corporation of Hamlet of Coral Harbour;

- (j) "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.
- (k) "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.
- (l) "Double time" means twice the straight-time rate.
- (m) "Employee" means a person employed by the Hamlet who is a member of the bargaining unit and includes:
  - (i) "full-time employee", which means **a** person employed on a **continuing** basis for an indeterminate period;
  - (ii) "part-time employee" which means a person employed on a continuing basis for less than a standard work day, week or month for an indeterminate period;
  - (iii) "term employee" which means an employee who is employed for a specified duration of at least **six (6)** months.
- (n) "Employer" and "Hamlet" means the Municipal Corporation of Hamlet of Coral Harbour **as** established and continued under the *Hamlets Act*.
- (o) "Fiscal Year" means the period of time from **April 1** in one year to **March 31**, in the following year.
- (p) "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.
- (q) "Holiday" means the **twentyfour (24)** hour period commencing at 12 midnight at the beginning of a day designated **as** a paid holiday in this Agreement.
- (r) "Lay-Off" means an employee whose employment has been terminated because of lack of work, the discontinuance of a function, or lack of funding.
- (s) "Leave of Absence" means **an** absence from duty, with or without pay, with the Employer's permission.
- (t) "Lieu time" means leave with pay taken in lieu of overtime pay.
- (u) "Manager" means the Senior Administrative Officer of the Hamlet, the Assistant Senior Administrative Officer, or their designate.
- (v) "**May**" shall be regarded **as** permissive and "Shall" and "Will" **as** imperative.
- (w) "Membership Fees" means the fees established pursuant to the By-Laws of the Union **as** the fees payable by the members of the Bargaining Unit and shall not include any initiation fees, insurance premiums or any other levy.
- (x) "Overtime" means work performed by an employee before or after or in excess or outside of **his** regularly scheduled hours of work, with the prior approval of the Employer.

- (y) "Probation" means a period of six (6) months from the day upon which an employee is first appointed to the Hamlet or a period of three (3) months after an employee has been transferred or promoted. If an employee does not successfully complete his probationary period on transfer or promotion the hamlet will make every reasonable effort to appoint him to a position comparable to the one from which he was transferred or promoted, provided that such comparable position is vacant at that time.
- (z) "Promotion" means the appointment of an employee to a new position, the maximum rate of pay of which exceeds that of his former position.
- (aa) "Rates of Pay"
  - (i) "daily rate of pay" means an employee's hourly rate of pay multiplied by the employee's daily hours of work as set out in Article 21;
  - (ii) "weekly rate of pay" means an employee's daily rate of pay multiplied by five (5);
  - (iii) "bi-weekly rate of pay" means an employee's daily rate of pay multiplied by ten (10);
  - (iv) "annual rate of pay" means an employee's weekly rate of pay multiplied by 52.176;
  - (v) "monthly rate of pay" means an employee's annual rate of pay divided by twelve (12).
- (bb) "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.
- (cc) "Straight-time rate" means the hourly rate of pay.
- (dd) "Time and one-half" means one and one-half times the straight time rate.
- (ee) "Transfer" means the appointment of an employee to a new position, that does not constitute a promotion or demotion.
- (ff) "Week" for the purposes of this Agreement shall be deemed to commence at 12:01 a.m. on Sunday and terminate at midnight on Saturday.
- (gg) "Union" means the Public Service Alliance of Canada as represented by its agent the Nunavut Employees Union.

2.02 Except where specifically provided in this Agreement, expressions used in this Agreement if defined in the Interpretation Act, the Canada Labour Code or in the Regulations made thereunder, have the same meaning as given to them in the Act or Code or Regulations.

2.03 Where the masculine gender is used, it shall be considered to include the feminine gender unless any provision of this Agreement otherwise specifies.

### ARTICLE 3 RECOGNITION

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

3.02 The Employer will advise prospective employees prior to their employment that the Hamlet is a unionized workplace.

### Discrimination

- 3.03 The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee by reason of age, sex, race, creed, colour, national origin, political or religious affiliation, marital status (including common-law relationships), family status, sexual orientation, criminal offence for which a pardon has been granted, mental or physical disability (except for employment equity programmes), by reason of Union membership or activity nor by exercising their rights under the Agreement. Affirmative action policies shall be deemed non-discriminatory.
- 3.04 The Employer shall ~~make~~ every reasonable effort to find alternate employment for an employee who becomes mentally and/or physically disabled.

## **ARTICLE 4 APPLICATION**

- 4.01 The provisions of ~~this~~ Agreement apply to the Union, the employees and the Employer.
- 4.02 The Employer and the Union shall equally bear the costs associated with the printing and distribution of the Agreement. The Union will facilitate said printing and distribution. If an Inuktitut version of this Agreement is requested, the Employer and the Union shall equally bear any 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.
- 4.03 Part-time employees shall be entitled to all eligible benefits provided under this Agreement in the same proportion ~~as~~ their weekly hours of work compare to the standard workweek

### Waiver

- 4.04 Failure to follow any of the provisions of ~~this~~ Agreement by the Hamlet shall not constitute a waiver of that provision of the Agreement and shall not be relied upon to create an estoppel.

## **ARTICLE 5 SECURITY OF THE AGREEMENT**

### Conflict of Provisions

- 5.01 In the event that any law passed by Parliament or Nunavut Legislative Assembly, renders null and void or alters any provision of ~~this~~ Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement. When this occurs the Agreement shall be re-opened upon the request of either party.
- 5.02 Where there is any conflict between the provisions of this agreement and any regulation, direction or other instrument dealing with terms and conditions of employment issued by the Employer, the provisions of this agreement shall prevail.

## **ARTICLE 6 STRIKES AND LOCKOUTS**

- 6.01 There shall be no lockout by the Employer and no interruption or impeding of work, work stoppage, strike, sit-down, slow-down, or any other interference with production by any employee or employees during the term of this Agreement.

- 6.02 Any employee who participates in any interruption or impeding of work, work stoppage, strike, sit-down, slow-down, or any other interference with production may be suspended or terminated by the Employer. Such suspension or termination may be the subject of a grievance. If the arbitrator finds that the employee engaged in any interruption or impeding of work, work stoppage, strike, sit-down, slow-down, or any other interference with production, the suspension or termination must be upheld.
- 6.03 No employee will be required to cross a legal picket line of this bargaining Unit.

**ARTICLE 7 EMPLOYER RESPONSIBILITIES**

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

**ARTICLE 8 EMPLOYER DIRECTIVES**

- 8.01 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 the Agreement, the Employer shall notify the Union prior to issuing the directive.

**ARTICLE 9 NON-INTERFERENCE WITH EMPLOYMENT**

- 9.01 Subject to clause 9.02, an employee may carry on any business or employment outside his regularly scheduled hours of duty provided such business or employment does not interfere with his Hamlet duties.
- 9.02 Employees are prohibited from carrying on any business or employment outside their regularly scheduled hours of duty when such business or employment is such that:
  - (a) a conflict of duties may develop between an employee's regular work and his outside interests; or
  - (b) certain knowledge and information available only to Hamlet personnel place the individual in a position where he can exploit the knowledge or information for personal gain.

## **ARTICLE 10 UNION ACCESS**

### Employer Premises

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

### Appointment of Representatives

10.02 The Employer acknowledges the right of the Union to appoint employees **as** representatives, The Union **will** provide the Employer with the name of its representative and alternates within a reasonable period.

## **ARTICLE 11 TIME OFF FOR UNION BUSINESS**

11.01 The Employer will grant leave with pay to **an** employee who is a party to, called **as** a witness, or representing the Union before an Arbitration hearing.

11.02 When operational requirements permit, the Employer will grant leave with pay to:

- (a) **an** employee and his representative involved in the process of a grievance or a possible grievance;
- (b) a witness called by **an** employee who is a party to a grievance;
- (c) up to two (2) employees for the purpose of attending contract negotiations, including preparatory meetings and conciliation meetings;
- (d) up to two (2) employees who are meeting with management on behalf of the Union.

11.03 When operational requirements permit, the Employer **will** grant leave without pay to:

- (a) a reasonable number of employees to attend executive council meetings and conventions of the Alliance, the Nunavut Employees Union, the Canadian Labour Congress and the NWT Federation of Labour,
- (b) employees who exercise the authority of a Representative on behalf of the Union to undertake training related to the duties of a Representative;
- (c) employees who, upon reasonable notice participate **as** a delegate to constitutional conferences or other similar forums, or present briefs to commissions, boards and hearings that **are** mandated by the Territorial Legislation.

11.04 An employee will only be granted leave under clauses 11.01, 11.02 and 11.03 for hours that would otherwise be regular hours of work

### Time-off for Representatives

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

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



### Leave for Elected Officers

- 11.07 Employees elected to any Union or Northern Territories Federation of Labour executive position shall 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.
- 11.08 The Employer shall continue to pay such employees their applicable **salary** in accordance with the terms of the Agreement. Upon invoice by the Hamlet the Union shall reimburse the Employer for the amounts so paid.
- 11.09 The benefits of any group shall be extended to such employees and the Union will reimburse the Employer for such costs involved.
- 11.10 Such employees shall be entitled to an increment for each year of their leave of absence to the **maximum** pay level of their applicable **salary**.
- 11.11 Such employees shall advise the Employer **as soon as possible** when an extension of the leave of absence is applicable due to re-election.
- 11.12 Upon termination of their leave of absence such employee shall be offered **as a minimum** the position they held with the Employer in the same work site and community before they commenced the leave of absence. When such employees wish to invoke this clause of the Agreement they shall provide the Employer with a three (3) month notice of their intent to do so.
- 11.13 Notwithstanding clause 11.11 the Employer may **make** an offer of employment to employees to a position inside the Bargaining Unit should such employee bid on a competition and be the successful candidate.
- 11.14 Employees on leave under this clause shall not accumulate seniority while on leave without pay.
- 11.15 Upon reasonable notification, the Employer shall grant leave without pay to the Union representative seconded for a minimum period of one week to serve in a paid Union executive position on a temporary basis.

### ARTICLE 12 CHECK OFF

- 12.01 The Employer will, **as** a condition of employment, deduct an amount equal to the amount of Membership Fees from the pay of all employees in the Bargaining Unit.
- 12.02 The Alliance shall inform the Employer in writing of the authorized deduction to be checked off for each employee within the Bargaining Unit.
- 12.03 For the purpose of applying clause 12.01, deductions from pay for each employee will occur on a bi-weekly basis.
- 12.04 From the date of signing and for the duration of this Agreement no employee organization, other than the Alliance, shall be permitted to have Membership Fees deducted by the Employer from the pay of the employees in the Bargaining Unit.

- 12.05 The amounts deducted in accordance with clause 12.01 shall be remitted to the Comptroller of the Alliance, 233 Gilmour Street, Ottawa, Ontario, K2P 0P1 by cheque monthly after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on his behalf.
- 12.06 The Employer agrees to ~~make~~ deductions for reasonable purposes on the ~~basis~~ of the production of appropriate documentation.
- 12.07 The Alliance agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer.
- 12.08 The Employer agrees to identify annually on each employee's T-4 slip the total amount of Membership Fees deducted for the preceding year.

### **ARTICLE 13 INFORMATION**

- 13.01 The Employer agrees to provide the **Union** on a monthly basis, with information concerning the identification of each employee in the Bargaining **Unit**. This information shall include the name, location, job classification, rate of pay and social insurance number and employment status of **all** employees in the Bargaining Unit.

The Employer shall indicate which employees have been recruited or transferred and those employees who have been **struck** off strength during the period reported.

#### Collective Agreement

- 13.02 The Employer shall provide each employee with a copy of the Agreement, provided the Employer has received sufficient copies of the Agreement from the Union.
- 13.03 The Employer agrees to provide each new member of the Bargaining Unit with a copy of the Agreement upon his appointment, provided the Employer has received sufficient copies of the Agreement from the **Union**.

#### Provision of Bulletin Board Space

- 13.04 The Employer shall provide bulletin board space for **Union** use.
- 13.05 The Employer may ~~make~~ available to the **Union** specific locations **on** the premises for the placement of bulk quantities of literature of the Union.
- 13.06 Subject to operational requirements, a representative of the Union shall have the right to meet with new employees to ~~make~~ a presentation of up to one-half (½) hour. Employees shall be granted leave with pay to attend these meetings.

## **ARTICLE 14 DESIGNATED PAID HOLIDAYS**

### Designated Paid Holidays

14.01 The following days are Designated Paid Holidays for employees covered by this Agreement:

- (a) Good Friday
- (b) Easter Monday
- (c) Victoria Day
- (d) Canada Day;
- (e) Nunavut Day
- (f) Civic Holiday
- (g) Hamlet Day(s) as declared by Council;
- (h) Labour Day;
- (i) Thanksgiving Day
- (j) Remembrance Day
- (k) Christmas Day;
- (l) Boxing Day;
- (m) New Years Day and
- (n) Any other day proclaimed by Council as a civic holiday.

14.02 A new employee must work thirty (30) consecutive working days before a Designated Paid Holiday is granted with pay.

14.03 Any employee who missed work either the day before or the day after a Designated Paid Holiday without the prior consent of the Hamlet shall not be paid for that day and day(s) missed.

### Holiday Falling on a Day of Rest

14.04 When a Designated Paid Holiday coincides with an employee's day of rest, the Designated Paid Holiday shall be moved to the employee's first working day following his day of rest or another day mutually agreeable to the employee and Hamlet.

14.05 When a Designated Paid Holiday is moved to another day under the provisions of clause 14.04:

- (a) Work performed by an employee on the day from which the Designated Paid Holiday was moved shall be considered as work performed on a day of rest; and

(b) Work performed by an employee on the day to which the Designated Paid Holiday was moved, shall be considered as work performed on a Designated Paid Holiday.

- 14.06 An employee who is required to perform his duties on a Designated Paid Holiday shall be granted another day off with pay in its place or, if approved by the Hamlet, be paid lieu time equal to time and one half (1%) for all hours worked, in addition to the pay he would have earned for the Designated Paid Holiday.
- 14.07 Where a day that is a Designated Paid Holiday for an employee falls within a period of leave with pay, the Designated Paid Holiday shall not count as a day of leave.
- 14.08 At the request of the employee, and where the operational requirements of the Hamlet permit, an employee shall not be required to work both Christmas and New Years Day.
- 14.09 An employee who is not required to work on a Designated Paid Holiday shall not be required to work on another day that would otherwise be a non-working day in the week in which the holiday occurs, unless he is paid at a rate at least equal to double his regular rate of wages for the time worked by him on that day.

### **ARTICLE 15 LEAVE - GENERAL**

- 15.01 When an employee dies, and the employee has been granted more vacation or special leave than he has earned, the employee shall be considered to have earned that amount of vacation or special leave granted to him.
- 15.02 At the end of each fiscal year the Employer shall inform each employee in the Bargaining Unit in writing of the balance of his special, sick, lieu time and vacation leave credits as of the 31st day of March.
- 15.03 When the Employer rejects an employee's application for leave, the reasons for the rejection shall be provided to the employee in writing upon the request of the employee.
- 15.04 An employee's request for any leave shall be responded to by the Employer as soon as the Employer can practically do so, but in any case shall be responded to within four (4) weeks of application.

#### Leave without Pay

- 15.05 An employee on leave without pay shall not be entitled to any benefits under this Agreement.
- 15.06 Employees may request leave of absence without pay, however such leave must be requested at least two (2) working days in advance. The Employer may, in its discretion, grant leave without pay.

### **ARTICLE 16 VACATION LEAVE**

#### Accumulation of Vacation Leave

- 16.01 For each month of a fiscal year in which an employee receives 10 days pay, he shall earn Vacation Leave at the following rates:
- (a) One and one-quarter (1¼) days each month until the month in which the anniversary of the third (3rd) year of continuous service is completed;

(b) One and two-third (1 2/3) **days** each month commencing in the month after completion of three (3) years of continuous service and ending in the month that ten (10) years of continuous service is completed;

(c) Two and one-twelfth (2 1/12) **days** each month commencing in the month after completion of ten (10) years of continuous employment.

16.02 The accumulated service for part-time employees shall be counted for the improved vacation leave entitlements in paragraphs 16.01 (b) and (c).

16.03 Community Aerodrome Radio Station part-time employees shall receive 6%, 8% or 10% vacation pay (**as** appropriate) in each bi-weekly pay period in place of vacation leave.

#### Request for Vacation Leave

16.04

(a) Employees shall provide a **minimum** of five (5) **days** notice of their request for vacation leave of five (5) or more days.

(b) Employees shall provide a **minimum** of twenty four (24) hours notice of their request for vacation leave of less than five (5) **days**.

#### Granting of Vacation Leave

16.05 In granting vacation leave with pay to **an** employee, the Employer shall, subject to operational requirements, **make** every reasonable effort to schedule vacation leave for all employees in the fiscal year in which it is earned and not to recall an employee to duty after he has proceeded on vacation leave.

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

(a) to grant the employee his vacation leave during the fiscal year in which it is earned at a time specified by the employee; and

(b) to grant the employee vacation leave for at least up to five (5) consecutive weeks depending upon **his** vacation entitlement when so requested by the employee.

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

(a) is granted special leave, when there is a death in his immediate family **as** defined in clause 17.03; or

(b) is granted special leave with pay because of illness in the immediate family **as** provided in clause 17.03;

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

16.08 If an employee's vacation leave is cancelled after it has been approved, the Employer will compensate the employee for any non-refundable deposits that the employee made with respect to travel on that vacation.

- 16.09 Where an employee dies or otherwise terminates his employment the employee or his estate shall, in lieu of earned but unused vacation leave, be paid **an** amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave by the daily rate of pay applicable to the employee immediately prior to the termination of **his** employment.
- 16.10 The Employer may require the employee to take any vacation leave earned but not used by him before the employment is terminated by resignation. The Employee may request to take any vacation leave earned but not used by him before the employment is terminated by lay-off.
- 16.11 An employee whose employment is terminated by reason of declaration that he abandoned his position is entitled to receive the payment referred to in clause 16.09. If the employee does not request this payment within one (1) month of termination, his entitlement shall lapse.

#### Overpayment

- 16.12 Any employee who **has** more leave taken than earned and then resigns or is laid off shall have the amount of the overpayment deducted from their final pay with any excess overpayment being **an** obligation of the employee to the Hamlet.

#### Carry-Over Provisions

- 16.13 Employees are not permitted to carry over more vacation leave credits than can be earned in one (1) fiscal year. Vacation leave credits exceeding one (1) year's entitlement will be liquidated in cash at the end of the fiscal year. An employee may opt to liquidate vacation leave credits in cash at any time
- 16.14 Where an employee **has** been unable to utilize their leave credits and/or northern travel allowance benefits due to operational requirements, these benefits will be carried over unless the employee opts to be paid out for the leave credits and/or northern travel allowance benefits.

#### Recall from Vacation Leave

- 16.15 Where during any period of annual leave an employee is recalled to duty, he shall be reimbursed for reasonable expenses **as** normally defined by the Hamlet:
- (a) in proceeding to his place of duty and
  - (b) in returning to the place from which he **was** recalled if he immediately resumes annual leave upon completing the assignment for which he was recalled after submitting such accounts **as** are normally required by the Hamlet.
- 16.16 The employee shall not be considered **as** being on annual leave during any period in respect of which he is entitled under clause 16.15 to be reimbursed for reasonable expenses incurred by him.

#### Northern Travel Allowance

- 16.17 A full-time employee shall earn a Northern Travel Allowance of \$9,800 per annum.

Effective April 1, 2003 a full-time employee shall earn a Northern Travel Allowance of \$10,000 per annum. This amount shall be paid to employees effective April 1, 2004.

Effective April 1, 2004 a full-time employee shall earn a Northern Travel Allowance of \$10,200 per annum. This amount shall be paid to employees effective **April 1, 2005**.

Notwithstanding clause 4.03, part-time employees whose normal hours are *sixty* (60) or more in a bi-weekly pay period shall receive a full allowance. Part-time employees whose normal hours are equal to or greater than forty (40) but less than *sixty* (60) shall receive a pro-rated allowance. Part-time employees whose normal hours are less than forty (40) in a bi-weekly pay period are not eligible to receive an allowance.

16.18 Each employee eligible to receive Northern Travel Allowance can choose which of the following payment options available for payment of the allowance:

- (a) To receive the allowance paid in equal installments in every bi-weekly pay period;
- (b) To receive one half ( $\frac{1}{2}$ ) of the allowance paid in equal installments in every bi-weekly pay period and have one half ( $\frac{1}{2}$ ) the allowance paid in a lump sum;
- (c) To receive the allowance paid in a lump sum

#### Travel Time by Air

16.19 For those employees traveling by **air**, two (2) days travel time with pay will be granted over and above the normal vacation leave credits.

#### Restrictions

16.20 An employee shall not be granted vacation leave or travel time under this Article during his first *six* (6) months of employment with the Hamlet.

### **ARTICLE 17 SPECIAL LEAVE**

#### Credits

17.01 An employee shall earn special leave credits up to a maximum of twenty-five (25) **days** at the rate of one-half ( $\frac{1}{2}$ ) day for each calendar month in which he received pay for at least ten (10) **days**.

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

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

#### Immediate Family

17.03 For the purposes of this Article, immediate family is defined as **an** employee's father, mother, brother, sister, spouse, common-law spouse, child, step child, adopted child, grandparent, grandchild, father-in-law, mother-in-law and any relative permanently residing with the employee.

17.04 The Manager shall grant special leave earned with pay for a period of up to five (5) consecutive working days when there is a death in the employee's immediate family.

- 17.05 Where a member of an employee's immediate family is in imminent danger of death, **as** certified by a medical doctor, and is in a medical institution outside of **Coral Harbour**, the employee may be granted up to five (5) **days** special leave with pay to go be with that relative.
- 17.06 In cases of a domestic emergency such **as** accidents and immediate family members being ill or in hospital requiring the care of the employee special leave with pay of up to three (3) **days** per year will be granted and in situations where an employee is required to be an escort, special leave with pay of up to three (3) days per year **will** be granted.
- 17.07 An additional two (2) days travel time with pay (not to be deducted from special leave credits) shall be granted if the employee has to leave the Hamlet for the funeral of a person for which they have been granted special leave under clause 17.04.
- 17.08 Special leave in excess of five (5) consecutive working days for the purposes enumerated in clause 17.04 and 17.05 may be granted.

#### Other Relatives and Funerals

- 17.09
- (a) One (1) day special leave shall be granted in the event of the death of any other relative, other than those included in 17.04, who resided in Coral Harbour at the time of death.
  - (b) Up to two (2) hours special leave shall be granted in the event of a funeral in Coral Harbour, if the employee wishes to attend the funeral.

Employees are entitled to either leave under 17.09 (a) or (b) but not both.

#### Weather or Mechanical Breakdown

- 17.10 Special leave may be granted to a **maximum** of two (2) consecutive working days and a **maximum** of six (6) days in any fiscal year where an employee cannot get to work due to weather or mechanical breakdown, except in those cases where the Mayor declares the Hamlet facilities closed; in those cases, indeterminate employees **will** receive regular pay.

#### Emergencies

- 17.11 Unlimited special leave will be granted in cases, of serious community emergencies, where the employee is required to render assistance, which emergencies include, search and rescue parties.

#### Civic Leave

- 17.12 Where an employee is required to attend meeting(s) because he either has been elected or appointed to a board, or where the employee is involved with Arctic Rangers, he shall be granted special leave up to a **maximum** of 10 days per year, less any monies received by the employee for that attendance or involvement [except where Arctic Rangers are required to use their own vehicles, in which case the employee shall pay all monies received, less twenty (\$20) per day for vehicle usage, to the Hamlet] but the employee's normal pay shall not be reduced below \$0.00.



### Birth or Adoption

- 17.13 One (1) day special leave with pay shall be granted to a male employee who becomes a father or a grandfather and to a female employee who becomes a grandmother. An employee shall be granted special leave with pay up to a maximum of one (1) working day on the occasion of the adoption of a child.

### Casual Leave

- 17.14 Employees may be granted casual leave with pay to a maximum of three (3) hours whenever it is necessary for an employee's doctor or dentist appointment during working hours provided that the appointment cannot be scheduled outside of the employee's working hours. Casual leave shall be granted only for the actual length of time necessary for the appointment.

## ARTICLE 18 SICK LEAVE

- 18.01 An employee shall earn sick leave credits at the rate of one (1) day for each calendar month for which he receives pay for at least ten (10) days.
- 18.02 Unused sick leave credits **will** be carried over from one fiscal year to the next.
- 18.03 Where leave of absence without pay is authorized for any reason, or an employee is laid off, and the employee returns to work upon expiration of **such** leave of absence or lay-off, he shall earn sick leave credits for each month in which he worked at least ten (10) **days** and shall retain any unused sick leave existing at the time of layoff or commencement of leave without pay.

### Procedure

- 18.04 An employee is eligible for sick leave with pay when he is unable to perform **his** duties due to illness or **injury** provided that:
- (a) he satisfies and advises the Hamlet of his condition **as soon as** he becomes aware of the situation or one-half (½) hour before his normal starting time (for those identified in Hamlet policy) or at the beginning of the shift, which ever is more reasonable in the circumstances;
  - (b) he has sufficient sick leave credits; and
  - (c) where an employee has insufficient or no sick leave credits, the employee may take **annual** leave or leave without pay.
- 18.05 An employee is not eligible for sick leave with pay for any period during which he is on leave of absence without pay or under suspension.
- 18.06 Sick leave under this Article **will** only be granted for periods of time that an employee would otherwise be working.

### Medical Certificate

- 18.07 **An** employee may take ~~two~~ (2) consecutive day or ~~six~~ (6) days per year without medical certificate with any time over ~~two~~ (2) consecutive day or ~~six~~ (6) days per year requiring a medical certificate.

Employees who do not provide **a** medical certificate when required to do so under this article shall not be entitled to sick leave. The Hamlet will attempt to advise employees when they require a medical certificate.

### Medical Travel

- 18.08 Every employee who is proceeding to a medical centre shall be granted sick leave for the lesser of three (3) days or the actual time taken to travel from **Coral** Harbour to a medical centre and return.

### Sick Leave on ~~Annual~~ Leave

- 18.09 When an employee is sick, or required to attend medical or dental appointments, while on ~~annual~~ leave, those ~~days~~ could be used ~~as~~ sick ~~days~~ if the employee has sufficient credits and if **a** certificate signed by a doctor, if available, or other medical personnel, when a doctor is not available, is provided. In such cases, the ~~annual~~ leave could be extended if permission is granted by ~~his~~ immediate superior and if the Senior Administrative Officer ~~has~~ been consulted.
- 18.10 Effective **April 1, 2004**, if an employee uses no sick leave in one fiscal year, at the end of that fiscal year three (3) ~~days~~ sick leave shall be converted into ~~annual~~ leave ~~days~~.

## **ARTICLE 19 - MATERNITY AND PARENTAL LEAVE**

### Maternity Leave without Pay

- 19.01 (1) An employee who has twelve (12) months of continuous service and becomes pregnant shall notify the Employer at least fifteen (15) weeks prior to the expected date of the termination of her pregnancy and, subject to Section (2) of this Clause, shall, eleven (11) weeks before the expected date of the termination of her pregnancy be granted leave without pay for a single period totaling not more than thirty seven (37) weeks and ending not later than twenty-six (26) weeks after the date of the termination of her pregnancy.

- (2) The Employer may

- (a) upon written request from the employee, defer the commencement of maternity leave without pay of an employee or terminate it earlier than twenty-six (26) weeks after the date of the termination of her pregnancy;
- (b) grant maternity leave without pay to an employee to commence earlier than eleven (11) week before the expected termination of her pregnancy;
- (c) where maternity leave without pay is requested, require an employee to submit a medical certificate certifying pregnancy;

however in no event shall the period of maternity leave without pay exceed thirty seven (37) week.

- (3) Leave granted under this Clause shall be counted for the calculation of “continuous employment”.

## Parental Leave Without Pay

- 19.02 (1) Where **an** employee has twelve (12) months of continuous service 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.
- (2) Parental leave granted by the Employer shall be counted for the calculation of "continuous employment".
- (3) Parental leave utilized by an employee-couple shall not exceed a total of thirty-seven (37) weeks for both employees combined.
- (4) 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.
- (5) 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.

## ARTICLE 20 OTHER TYPES OF LEAVE

### Court Leave

- 20.01 Subject to 20.02 below, leave of absence with pay shall be given to every employee, other than an employee on leave of absence without pay or under suspension, who is required:
- (a) to serve on a jury, or jury selection;
- (b) by subpoena or summons to attend **as** a witness in any proceeding held;
- (c) in or under the authority of a court of justice or before a grand jury;
- (d) before a court, judge, justice, magistrate, or coroner;
- (e) before the Senate or House of Commons of Canada, or a committee of the Senate or House of Commons, otherwise than in the performance of the duties of **his** position;
- (f) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it;
- (g) before an arbitrator or umpire or a person or body of persons authorized by law to **make an inquiry** and to compel the attendance of witnesses before it.

20.02 Notwithstanding **anything** contained in this Article, there shall be deducted 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 in such duty.

#### Injury on Duty Leave

20.03 An Employee shall be granted injury-on-duty leave with pay to a **maximum** of either special leave credits or sick leave credits he has accumulated, but not both where it is determined by a Worker's Compensation Board that he is unable to perform **his** duties, if the employee agrees to pay the Hamlet any amount received by **him** from the Worker's Compensation Board for loss of wages in settlement of any claim he may have in respect of such injury, sickness or exposure, providing however that such amount does not stem from a personal disability policy for which the employee or his agent has paid the premium.

20.04 Subject to clause 20.03, while the parties are awaiting the decision of the Worker's Compensation Board as to the compensability of the injury, the employee shall use either **his** special or sick leave credits but not both, at the appropriate rate. If the injury is not compensable, there shall be no return of credits used by the employee. If the **injury** is compensable, the Employer shall credit the employee with the credits used.

20.05 The appropriate rate of liquidation of injury-on-duty leave after an award by the Worker's Compensation Board shall be equal to the difference between the employee's regular wages and the compensation received from the Workers' Compensation Board, e.g., if 2/3 of the employee's regular wage is received from the Workers' Compensation Board, the amount of leave liquidated for one day's Injury on duty leave shall be 1/3 day.

#### Short Term Leave

20.06 The Hamlet may grant leave with or without benefits for any purpose for a duration not longer than one (1) year if an employee **makes** such a request.

### **ARTICLE 21 HOURS OF WORK - GENERAL**

21.01 The bi-weekly scheduled hours of work assigned to classifications are included in Appendix "A - Rates of Pay.

21.02 Hours of work for employees shall be a five (5) day workweek, with regular daily hours of seven (7) including an unpaid meal period:

21.03 Regular hours for full time employees (excluding CARS and Recreation department employees) will be scheduled from Monday to Friday. Part-time employees can be scheduled at any time.

The Employer shall consult with the CARS employees before any changes are made to the CARS schedule.

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

### Meal Break

- 21.05 A specified meal period of one hour's duration shall be scheduled **as** close to the mid-point of the shift **as** possible.
- 21.06 Where an employee is unable to take a meal break, which results in ~~him~~ working in excess of **his** regular daily hours, the employee shall be paid for the meal period at the appropriate overtime rate.

### **ARTICLE 22 OVERTIME**

- 22.01 When the Hamlet requests an employee to work over their regularly scheduled or average hours, these excess hours **will** be paid **as** overtime. In lieu of overtime, the Hamlet shall, at the employee's request, accumulate these excess hours **as** lieu time at the applicable overtime rate.
- 22.02 Hours worked up to seven (7) in a day and thirty-five (35) in a week shall be recorded **as** straight hours and all additional hours are excess hours.
- 22.03 All excess hours must be approved by the Hamlet in advance, and will be paid **as** time and one-half (1½) except for hours worked on Sundays by employees, which may be paid **as** double time.
- 22.04 Employees shall record starting and finishing times for overtime worked on a form determined by the Employer.
- 22.05 At the request of the employee, an employee shall be granted lieu time to be taken at a time mutually agreeable to the Employer and the employee.
- 22.06 When an employee liquidates at least five (5) days ~~annual~~ leave, the employee can request to be paid up to ten (10) hours lieu time in cash.
- 22.07 At the end of each fiscal year, accumulated lieu time shall be converted into ~~annual~~ leave.

### **ARTICLE 23 PAY**

- 23.01 Employees are entitled to be paid for services rendered for the classification and position to which they are appointed at the pay rates specified in Appendix "A".
- 23.02 Employees shall be paid bi-weekly with pay earned to the previous Saturday being distributed on the following Thursday.
- 23.03 Where there is a lack of banking services at the employee's place of work, **his** pay cheque may be deposited to his credit in any branch of the Royal Bank of Canada.
- 23.04 The Hamlet, being prohibited from doing so under the *Hamlets Act*, shall not allow personal loans from Hamlet funds.
- 23.05 The Employer **will** not **make** deductions from employees' pay for remittance to third parties, except for payments to Nunavut Housing Corporation, Coral Harbour Housing Association, and water, sewer and land payments to the Employer.

### Acting Pay

23.06 When an employee is required in writing by the Employer to perform the duties of a higher classification level on an acting basis, he shall be paid acting pay calculated from the date on which he commenced to act **as** if he had been appointed to that higher classification level for the period in which he acts. The employee shall be paid at the greater of step one of the pay range for the acting classification, or the step on the pay range, which is greater than the employee's hourly wage rate.

### Pay Recovery

23.07 Where **an** employee has received more than **his** proper entitlement to wages or benefits, no employee shall be subject to such deductions in excess of twenty (20%) percent of the employee's net earnings per pay period.

### Call-Back Pay

23.08 When an employee is recalled to a place of work for a specific duty, he shall receive the greater of:

- (a) Compensation at the appropriate overtime rate **as** lieu time, if the employee is entitled to overtime; or
- (b) Compensation equivalent to four (4) hours' pay at the straight-time rate.

### Garnishee

23.09 The Employer shall not **dismiss**, suspend, layoff, demote or otherwise discipline **an** employee on the grounds that garnishment proceedings may be or have been taken with respect to an employee.

### Performance Increments

23.10 Employees shall receive performance increments, to the **maximum** level of their pay range, upon completion of a satisfactory performance review. A performance increment shall be awarded automatically **f** a performance review has not been completed 60 days following the employee's anniversary date.

## **ARTICLE 24 DUTY TRAVEL**

24.01 An employee who is authorized to travel on Hamlet business will be reimbursed for reasonable expenses incurred, upon provision of receipts.

### Pay for Travel on Behalf of Employer

24.02 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.

24.03 The Employer will **make** every reasonable effort to restrict travel outside of Coral Harbour that requires absence from home beyond a period, which includes two (2) weekends.

## **ARTICLE 25 JOB DESCRIPTIONS**

- 25.01 When an employee is first engaged or when an employee is reassigned to another position in the Bargaining Unit, the Employer shall, before the employee is assigned to that position, provide the employee with a written Job Description of the position to which he is assigned.
- 25.02 Upon written request, an employee shall be entitled to a complete and current Job Description.

## **ARTICLE 26 CLASSIFICATION**

- 26.01 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 statement of duties before he files a grievance under Article 32. Any such grievance must be filed within ninety (90) days of the alleged improper classification.

## **ARTICLE 27 VACANCIES, JOB POSTING, PROMOTIONS, AND TRANSFERS**

- 27.01 Every vacancy for positions expected to be of more than **six** (6) months' duration and every newly created position shall be posted for three (3) full working days. An employee desiring a position must **make** application in writing to the Manager within four (4) working days of the first day of posting. The applicants' skills ability and knowledge shall be considered objectively by the Employer with a view to determining the potential of the applicants to perform the job effectively and where applicants are considered by the Employer to be relatively equal in this respect, seniority shall govern.
- 27.02 Where operational requirements permit, in filling job vacancies, including promotions, transfers, and new positions, the job shall be awarded within twenty (20) working days of posting to the successful applicant.
- 27.03 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 leaving the unit, but will not accumulate further seniority. Such employee shall have the right to return to a position in the bargaining unit consistent with his seniority accumulated up to the date of transfer outside the unit.
- 27.04 Nothing in this Article requires the Employer to fill any positions that may be vacant.
- 27.05 A probationary employee shall be eligible to participate in job competitions in the same manner as non-probationary employees within the Hamlet.

## **ARTICLE 28 SENIORITY**

- 28.01 Seniority is defined as length of service with the Employer and shall be applied on a bargaining unit-wide basis. Where skill, ability and knowledge is relatively equal, seniority shall be the governing factor applied in determining preference for promotions and transfers.
- 28.02 A newly hired employee shall be on probation for a period defined in section 2.01(y). During the probationary period, the employee shall be entitled to all rights and benefits of this agreement excluding seniority except as otherwise provided. After completion of the probationary period, seniority shall be effective from the original date of employment.

- 28.03 The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. A copy of the seniority list shall be provided on request to the employees and the Union.
- 28.04 Seniority shall not accumulate during a leave of absence without pay and during any period of lay off.
- 28.05 An employee shall lose his seniority and be terminated in the following circumstances:
- (a) if he is discharged for just cause and is not reinstated;
  - (b) if he resigns voluntarily;
  - (c) if he abandons his position;
  - (d) if he fails to return from leave of absence, without just cause;
  - (e) if he is on layoff for more than six (6) months;
  - (f) if he takes a leave of absence under false pretenses;
  - (g) if, following lay-off, he fails to return to work within five (5) working days of being recalled.

#### **ARTICLE 29 LAY-OFF**

- 29.01 Layoffs will be made when necessary on the basis of reverse order of seniority of the affected employees in the classification of work so to be reduced, provided that the remaining employees have the skill, ability and knowledge to perform the work required.
- 29.02 An employee who is continuously laid off for a period of six (6) consecutive months shall be considered terminated from his employment with the Hamlet.
- 29.03 The last employee laid off within the classification shall be the first recalled provided he is qualified to do the work and has not been terminated pursuant to clause 29.02.

#### **Recall**

- 29.04 A new employee will not be hired to fill the job of a laid-off employee provided the laid-off employee has not been terminated pursuant to clause 29.02.
- 29.05 The Employer shall give notice of recall personally or by registered mail. Where notice of recall is given personally, the Employer shall deliver a letter stating that the employee is recalled. In this instance, notice of recall is deemed to be given when served. Where notice of recall is given by registered mail, notice is deemed to be given three (3) days from the date of mailing.
- 29.06 The employee shall return to work within five (5) working days of receipt of notice of recall. If the employee does not return to work within this period, he shall be considered terminated from his employment with the Hamlet.



### **ARTICLE 30 SEVERANCE PAY**

30.01 **An** employee who has one year or more of continuous employment and is laid off is entitled to be paid severance pay at the time of lay off. Severance pay shall be two (2) weeks pay for the first complete year of continuous employment, two (2) weeks pay for the second complete year of continuous employment and one (1) weeks pay for each succeeding complete year of continuous employment, to a **maximum** of twelve (12) weeks, less any severance pay previously received for other occasions of lay off. For the purposes of this section, continuous employment shall begin with the later of August 12, 1997 or the employee's commencement date.

### **ARTICLE 31 EVIDENCE**

31.01 The Employer agrees not to introduce **as** evidence in the case of promotional opportunities or disciplinary action any document from the file of an employee, the existence of which the employee was not made aware of.

31.02 **Any** document or written statement related to disciplinary action, which may have been placed on the Personnel file of an employee, shall be destroyed after two (2) years have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.

31.03 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 Hamlet **and** the Union, if so requested.

31.04

(a) Where **an** employee is required to attend a meeting with the Employer where verbal discipline is to be imposed, the employee shall have the right to have a Union representative in attendance.

(b) Where **an** employee is required to attend a meeting with the Employer where written discipline is to be imposed, the employee shall have the right to have a Union representative in attendance. The employee shall be given twenty four (24) hours notice of such a meeting.

### **ARTICLE 32 ADJUSTMENT OF DISPUTES**

32.01 The Hamlet and the Union recognize that grievances may arise in each of the following circumstances:

(a) by the interpretation or application of a provision of this Agreement;

(b) disciplinary action resulting in demotion, suspension, or a financial penalty

(c) **dismissal** from the Association; and

(d) letters of discipline placed on personnel file.

32.02 The procedure for the final resolution of the grievances listed in clause 32.01 is Arbitration.

#### **Representation**

32.03 If he so desires, **an** employee may be assisted and represented by the Union when presenting a grievance at any level.

- 32.04 Where an employee **has** been represented by the Union in the presentation of **his** grievance, the Employer **will** provide the appropriate representative of the Union with **a** copy of the Employer's decision at each level of the grievance procedure at the same time that the Employer's decision is conveyed to the employee.
- 32.05 The Employer shall designate a representative at each level in the grievance procedure and shall inform each employee to whom the procedure applies of the name or title of the person so designated, to whom a grievance is to be presented.

#### Procedure

- 32.06 **An** employee or the Union who wishes to present a grievance at any prescribed level in the grievance procedure, shall transmit this grievance to the Manager who shall forthwith:
- (a) forward the grievance to the representative of the Hamlet authorized to deal with grievances at the appropriate level; and
  - (b) provide the employee or the Union with a receipt stating the date on which the grievance was received by **him**.
- 32.07 Except **as** otherwise provided in this Agreement a grievance shall be processed by recourse to the following steps:
- (a) First Level (first level of management)
  - (b) Second Level (Senior Administrative Officer)
  - (c) Third Level (Executive Committee of Council)
  - (d) Final Level (Arbitration)
- 32.08 The Union shall have the right to consult with the Manager with respect to a grievance at each or any level of the grievance procedure.

#### Time Limits

- 32.09 **An** employee may present a grievance to the first level of the procedure in the manner prescribed in clause 32.06 within twentyone (21) calendar days.
- 32.10 The Employer shall reply in writing to a grievance within twenty-one (21) calendar days at level 1 and within thirty (30) calendar days at levels 2 and 3.
- 32.11 An employee or the Union may present a grievance at each succeeding level in the grievance procedure beyond the first level:
- (a) where the decision or settlement is not satisfactory to the grievor, within twenty-one (21) calendar **days** after that decision or settlement has been conveyed in writing to **him** by the Hamlet; or
  - (b) where the Hamlet has not conveyed a decision to the grievor within the time prescribed in clause 32.10 within twenty-one (21) calendar days after the day the reply was due.

32.12 The time limits stipulated in this procedure are mandatory and may be extended by mutual agreement between the Hamlet and the employee, and where appropriate, the Union representative. All grievances not presented or advanced to the next level within the time limits set out in this procedure are considered abandoned and cannot later be presented or advanced.

#### Dismissal

32.13 When the Employer dismisses an employee the grievance procedures shall apply except that the grievance may be presented at the second Level.

#### Other Matters

32.14 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 grievance.

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

32.16 The Union shall have the right to initiate and present a grievance to the second level of the grievance procedure related to the application or interpretation of this Agreement on behalf of one or more members of the Union.

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

#### Arbitration

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

32.19 The parties agree that arbitration referred to in clause 32.18 shall be by a single arbitrator. The arbitration shall be heard in Coral Harbour unless mutually agreed otherwise.

32.20 If an arbitrator selected by mutual agreement of the parties is not available for a hearing date within thirty (30) days of the date on which notification by either party to submit the difference to arbitration was made, another name will be selected until an arbitrator is found to hear the parties within the above mentioned thirty (30) day period. Such time limit may be extended by mutual agreement.

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

32.22 The arbitrator has all of the powers granted to arbitrators under the Canada Labour Code, Part I in addition to any powers, which are contained in this Agreement.

- 32.23 The arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it.
- 32.24 The award of the arbitrator shall be signed by him and copies thereof shall be transmitted to the parties to the dispute.
- 32.25 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 provision of this Agreement, or to increase or decrease wages.
- 32.26 The Hamlet and Alliance shall each pay one-half of the remuneration and expenses of the arbitrator and each party shall bear its own expenses of every such arbitration.
- 32.27 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 Clerk of Nunavut Court of Justice, a copy of the decision, inclusive of the reason therefore in the prescribed form, whereupon the decision may be entered in the same way as a judgement or an order of that court and may be enforceable as such.
- 32.28 In addition to the powers granted to arbitrators under the *Canada Labour Code* the Arbitrator may determine that the employee has been dismissed for other than proper cause and he may
- (a) direct the Employer to reinstate the employee and pay to the employee a sum equal to his wages lost by reason of his dismissal, or such less sum as in the opinion of the Arbitrator is fair and reasonable; or
  - (b) make such order as he considers fair and reasonable having regard to the terms of this Agreement.
- 32.29 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 32.18.

### ARTICLE 33 HARASSMENT

- 33.01 The Employer, employees and Union recognize the right of all persons employed by the Employer to work in an environment free from unwanted personal harassment or sexual harassment, and agree that any of the aforementioned actions will not be tolerated in the workplace.
- 33.02 Cases of proven unwanted personal harassment or sexual harassment by a person employed by the Employer is considered a disciplinary infraction and will be dealt with as such.
- 33.03 Personal harassment means any improper behavior by a person employed by the Employer that is directed at and offensive to another person employed by the Employer which the first person knew or ought reasonably to have known would be unwelcome. Personal harassment comprises objectionable conduct, comment, act or display that demeans, belittles or causes personal humiliation or embarrassment to the recipient.
- 33.04 Sexual harassment means any conduct, comment, gesture or contact of a sexual nature:
- (a) that might reasonably be expected to cause offence or humiliation; or

(b) that might reasonably be perceived as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.

33.05 Any level in the grievance procedure may be waived if a person hearing the grievance is the subject of the complaint.

33.06 Grievances under this Article will be handled with all possible confidentiality and dispatch by the Union and the Employer.

33.07 An alleged offender shall be given notice of the substance of a complaint under this Article and shall be given notice of and be entitled to attend, participate in, and be represented at any grievance hearing or any adjudication under this Agreement.

#### **ARTICLE 34 LIQUOR PROHIBITION**

34.01 All Hamlet employees are required to observe the Liquor Prohibition Ordinance. Any employee who is convicted of violating that Ordinance will be subject to discipline up to and including discharge.

34.02 Working while under the influence of alcohol or drugs is unacceptable. Employees who do so shall be subject to discipline or discharge.

#### **ARTICLE 35 TECHNOLOGICAL CHANGE**

35.01 Both parties recognize the overall advantages of technological change. Both parties will therefore encourage and promote technological change and improvements. With this in view, and recognizing the extensive lead time required for the selection, installation and providing of sophisticated equipment, the Employer agrees to provide as much advance notice as is practicable but not less than four (4) months' notice to the Union of any major technological change in equipment which would result in layoff or termination. In addition, the Employer agrees to consult with the Union with a view to resolving problems, which may arise as a result of the introduction of such technological change.

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

#### **ARTICLE 36 LABOUR/MANAGEMENT COMMITTEE**

36.01 A Committee will be formed to consult on matters of the interpretation of this Agreement, and other matters of mutual interest.

36.02 The Committee shall be comprised of two (2) representatives each of the Union and the Employer, with each party choosing their respective representatives.

36.03 The Committee shall meet at least once every three (3) months at a time to be previously established by the Committee, and at other times at the request of either party. The role of chairman will alternate between the Employer and the Union.

Interpretation of the Agreement,

- 36.04 The Committee will discuss the meaning of provisions of the Agreement as appropriate for the purpose of attempting to reach consensus on the interpretation of the Agreement. The interpretation stated by any person shall not be precedent setting or binding on other members of the Committee. Committee members shall not be empowered to alter any terms of the Agreement nor shall a consensus reached by the Committee have any effect on management rights. The Employer may adopt a position arrived at by the Committee on any given occasion but such adoption shall not be binding or considered a precedent on future occasions.

**ARTICLE 37 SAFETY AND HEALTH**

- 37.01 The Employer shall comply with all applicable federal, territorial, and municipal health and safety legislation and regulations. All standards established under the legislation and regulations shall constitute minimum acceptable practice.
- 37.02 A policy on Safety and Public Health concerns will be developed by the Safety Committee, comprised of Hamlet management and employee representatives, to be approved by the Council. This policy, among other things, will outline the minimum essential safety equipment requirements and procedures for control of safety equipment.

**ARTICLE 38 WORKING AND PROTECTIVE EQUIPMENT**

- 38.01 Where the following articles are required by the Employer or the Workers' Compensation Board:

- (a) Hard hats;
- (b) Aprons;
- (c) Welding goggles;
- (d) Dust protection;
- (e) Eye protection, except prescription lenses;
- (f) Ear protection;
- (g) Coveralls;
- (h) Work gloves.

the Employer shall supply employees with the articles of equipment as required.

- 38.02 When the following articles are required by the Employer or the Workers' Compensation Board, the Employer shall replace these articles as required when they are presented worn or damaged beyond repair by an employee, at no cost to the employee:

- (a) Hard hats;

- (b) Aprons;
- (c) Welding goggles;
- (d) Dust protection;
- (e) Eye protection, except safety prescription glasses;
- (f) Ear protection;
- (g) Coveralls;
- (h) Work gloves.

38.03 Employees shall be responsible for replacing lost work clothing and protective equipment.

38.04 Work clothing and protective equipment supplied by the Employer will only be used during an employee's hours of work, and must be worn on the job by employees.

38.05 Employees in the following classifications:

- |                                  |                                  |
|----------------------------------|----------------------------------|
| Garbage Truck Operator           | Assistant Garbage Truck Operator |
| Sewage Truck Operator            | Water Truck Operator             |
| Building Maintainer              | Heavy Equipment Operator         |
| Mechanic                         | Foreman                          |
| Airport Heavy Equipment Operator |                                  |

**Shall** be reimbursed up to one hundred (\$100) dollars per calendar year, upon provision of receipts, for the purchase of safety work boots.

### ARTICLE 39 APPRENTICES

39.01 The following are agreed upon terms and conditions of employment for employees engaged as Apprentices by the Hamlet:

39.02 The *Apprenticeship, Trade and Occupations Act* and Regulations shall apply to all Apprentices employed by the Hamlet. A copy of relevant Regulations shall be supplied to the apprentice upon appointment.

39.03 The recognized Apprenticeship Training Programs shall be those listed in the "Apprentice Training Schedule" pursuant to the *Apprenticeship, Trade and Occupations Act*.

39.04 Pay increases shall not be automatic but will be based upon levels of certification issued by the Apprentices Branch and shall be effective from the date of certification.

39.05 Apprentice rates will be based on a percentage of the appropriate journeyman rate as follows:

#### Four Year Training Programs

- |        |     |
|--------|-----|
| Year 1 | 50% |
| Year 2 | 60% |

Year 3	70%
Year 4	80%

- 39.06 The Employer will pay the Apprentice while attending trade courses in accordance with the Employer's Policy regarding financial support while in trade training.
- 39.07 Apprentices shall be entitled to the benefits and terms and conditions of employment outlined in the current Agreement.
- 39.08 Where an Apprentice fails after two attempts to successfully complete a trade-training course, a recommendation may be made to the Superintendent of Apprenticeship Training to cancel his contract and the Apprentice may be terminated.
- 39.09 Apprentices successfully completing their Apprenticeship will be given preference in hiring on job vacancies. Where an Apprentice, after completing his apprenticeship, is hired directly into a job vacancy, all time spent as an Apprentice shall count towards continuous employment with the Hamlet.

#### ARTICLE 40 PENSION BENEFITS AND PENS

- 40.01 The Hamlet and the employees shall participate in the Northern Employers Benefit Services pension plan and shall make contributions as required by that plan.
- 40.02 The Hamlet will share with employees the cost of premiums under Northern Employees Benefit Services (NEBS). Premiums for employees and the Hamlet, and benefits provided are as determined Northern Employees Benefit Services (NEBS). Currently, the following benefits are provided:
- (a) Life;
  - (b) Long term disability
  - (c) Accidental Death and Dismemberment;
  - (d) Dependent life; and
  - (e) Extended Health and Dental.

Participation in the benefit plans is mandatory for indeterminate employees unless the coverage is provided by another means, such as through the Nunavut Health Plan.

#### ARTICLE 41 ULTIMATE REMOVAL ASSISTANCE

- 41.01 The employees of the Hamlet shall be entitled to removal in accordance with Council policy.

#### ARTICLE 42 SOCIAL JUSTICE FUND

- 42.01 The Employer shall contribute one (1) cent per regular hour worked to the PSAC Social Justice Fund and such contribution shall be made for all regular hours worked by each employee in the Bargaining Unit. Contributions to the Fund will be made quarterly (or annually), and such contributions shall be remitted to the PSAC National Office.



42.02 It is clearly understood that this Fund is to be utilized strictly for the purposes specified in the PSAC SocialJustice Fund Charter.

42.03 The Employer shall not be required to ~~make~~ any payments to the Union under this Article until the Union has provided the Employer with a copy of the PSAC SocialJustice Charter.

### **ARTICLE 43 RE-OPENER OF AGREEMENT AND MUTUAL DISCUSSIONS**

#### Re-Opener of Agreement

43.01 This Agreement may be amended by mutual consent.

#### Mutual Discussions

43.02 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 44 DURATION AND RENEWAL**

44.01 The term of this Agreement shall be from April 1, 2003 to March 31, 2005.

*All* provisions of this Agreement shall take effect upon date of ratification of this Agreement, except where a different date is specified.

44.02 Notwithstanding the preceding, the provisions of this Agreement, including the provisions for the adjustments of disputes in Article 32, shall remain in effect during the negotiations for its renewal and until a new Agreement becomes effective, or until the requirements of Section 89 of *Canada Labour Code*, have been met.

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

44.04 Where notice to commence collective bargaining has been given under clause 44.03, the Employer shall not without consent by or on behalf of the employees affected, increase or decrease salaries or alter any other term or condition of employment of employees in the Bargaining Unit which was in force on the day on which the notice was given until a renewal or revision of the Agreement, or a new collective agreement has been concluded in accordance with Section 50 of the *Canada L a b Code*.

## List of Classifications

Position	Pay Range
Assistant Garbage Truck Operator	3
Assistant Recreation Facility Maintainer	3
By-Law Enforcement Officer	3
Garbage Truck Operator	3
Government Liaison Officer	3
Recreation Facility Maintainer	3
Sewage Truck Operator	3
Water Truck Operator	3
Water and Sewage Clerk/Receptionist	3
Building Maintainer	4
Heavy Equipment Operator	4
Land Administrative Officer/Trainee	4
Airport Heavy Equipment Operator	5
Recreation Coordinator	5
Wellness Coordinator	5
Economic Development Officer	6
Foreman	6
Head Mechanic	6

NOTE: Assistant Recreation Facility Maintainer and Government Liaison Officer are not full time positions.

NOTE: Community/Aerodrome Radio Station (CARS) Observer/Communicator and Alcohol and Drug Worker have separate pay grids.

## APPENDIX "A" - PAY GRIDS

Pay Range	Step 1	Step 2	Step 3	Step 4	Step 5
1	14.19	14.91	15.66	16.50	17.26
2	15.79	16.58	17.40	18.27	19.18
3	17.54	18.41	19.33	20.30	21.32
4	19.48	20.46	21.49	22.55	23.68
5	21.65	22.74	23.87	25.08	26.33
6	24.06	25.27	26.52	27.85	29.24
7	26.47	27.78	29.24	30.64	32.16
8	29.12	30.57	32.09	33.70	35.39
9	32.02	33.68	35.30	37.06	38.93
10	35.22	36.99	38.84	40.71	42.82

### Alcohol and Drug Worker

Pay Range	Step 1	Step 2	Step 3
A&D Level 1	16.77	17.17	17.56
A&D Level 2	17.96	18.34	18.65
A&D Level 3	19.14	19.61	20.02

### Community Aerodrome Radio Station

#### Observer/Communicators

Position	Step 1	Step 2	Step 3	Step 4	Step 5
CARS	21.78	22.11	22.45	22.76	23.09
O/C					
CARS Head O/C	23.06	23.40	23.76	24.11	24.40

Home and Community Care Coordinator 20.00

Note 1: Employees employed as at the date of ratification whose rate of pay exceeds the maximum step for their classification will continue receiving their rate of pay.

Note 2: CARS employees' salaries were increased in the 2000/2003 collective agreement to reflect the 24 hour a day seven day a week nature of the CARS operation.

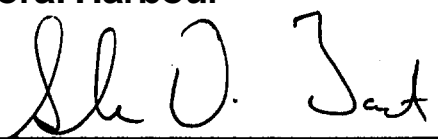
Signed on this 19<sup>th</sup> day of MAY, 2004.

**On Behalf of the Public Service Alliance of Canada**

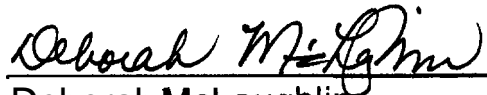


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Jean Francois Des Lauriers  
REVP North  
Public Service Alliance of Canada

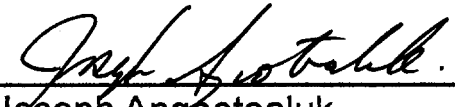
**On Behalf of the Hamlet of Coral Harbour**



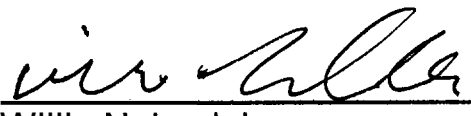
\_\_\_\_\_  
Glenn Tait  
Negotiator  
Hamlet of Coral Harbour



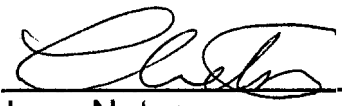
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Deborah McLaughlin  
Regional Representative- PSAC



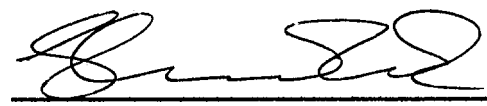
\_\_\_\_\_  
Joseph Angootealuk  
Hamlet Councillor



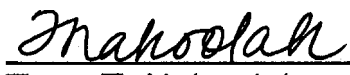
\_\_\_\_\_  
Willie Nakoolak  
Negotiating Team Member



\_\_\_\_\_  
Lucy Netser  
Senior Administrative Officer



\_\_\_\_\_  
Leonie Pameolik  
Assistant SAO



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Tono T. Nakoolak  
Hamlet Councillor