

Collective Agreement

between

Rankin Inlet Housing Association

and

Public Service Alliance of Canada

(As represented by its agent Nunavut Employees Union)

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Article 1

Purpose of Agreement

- 1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees and the Union, to set forth 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 tenants 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" occurs when an employee is absent without leave for a period of four (4) consecutive working days, except where there are extenuating circumstances;
 - (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) "Association" and "Employer" means the Rankin Inlet Housing Association;
 - (f) "Bargaining Unit" means all employees of the Rankin Inlet Housing Association, Nunavut, except the Secretary Manager and Maintenance Manager;
 - (g) "Banked Time" means time banked with the Employer in lieu of cash payment, which is accumulated to provide the employee with paid leave at a time that is mutually agreed;
 - (h) "Casual Employee" means a person employed by the Employer for a period not to exceed four (4) months. A casual employee is a member of the Bargaining Unit. If the casual employment exceeds four (4) months the employee shall be considered a term employee and shall be entitled to all

benefits in this Collective Agreement retroactive back to the original date of hire. Casuals employees shall be entitled to receive Settlement Allowance, paid pursuant to Article 41, but shall not be entitled to any other benefits under this Agreement. Casual employees shall not be entitled to leave under Article 19, Article 20 or Article 23 except for leave under Article 23.03.

- (i) "Committee" means the Labour/Management Committee;
- (j) 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;
- (k) "Continuous Employment" and "Continuous Service" means uninterrupted employment with the Employer and 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;
- (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 misconduct, incompetence or incapacity, to another position for which the maximum pay is less than that of his former position;
- (n) "Dependant" means a person who is:
 - (i) that employee's spouse (including common-law), who resides with the employee;
 - (ii) child, including step-child and adopted child who is
 - 1) under nineteen (19) years of age and dependent upon him/her for support; or
 - 2) being under twenty-one (21) years of age and dependant upon him by reason of full-time attendance at an educational institution; or
 - 3) who is wholly dependant upon him for support by reason of mental or physical infirmity;
- (o) "Double time" means twice the straight time rate;

- (p) "Employee" means a person employed by the Employer 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. Part-time employees shall be eligible for all benefits in this Agreement in the same proportion as their hours of work compare to the standard work day, week or month for employees in that classification;
- (q) "Fiscal Year" means the period of time from April 1st in one year to March 31st in the following year;
- (r) "Grievance" means a complaint in writing that an employee, group of employees, or the Union submits to the Employer or that the Employer submits to the Union, to be processed through the grievance procedure.
- (s) "Holiday" means the twenty-four (24) hour period commencing at 12:01 A.M. of a day designated as a paid holiday in this Agreement.
- (t) "Lay-off" means an employee whose employment has been terminated because of lack of work, the discontinuance of a function or lack of funding.
- (u) "Leave of Absence" means absence from duty with the Employer's permission;
- (v) "May" shall be regarded as permissive and "Shall" and "Will" as imperative;
- (w) "Manager" means the Secretary Manager of the Employer;
- (x) "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;
- (y) "Overtime" means work performed by an employee before or after or in excess or outside of his regularly scheduled hours of work;
- (z) "Probation" means a period of *six* (6) months from the employee's date of hire which is used to determine an employee's suitability for the position;
- (aa) "Promotion" means the appointment of an employee to a new position, the maximum rate of pay of which exceeds that of his former position;

- (bb) "Rates of pay" means:
 - (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 22;
 - (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);
- (cc) "Representative" means an employee who has been elected or appointed as an area steward or who represents the Union at meetings with management and who is authorized to represent the Union;
- (dd) "Seniority" means length of service with the Employer.
- (ee) "Straight time rate" means the hourly rate of pay.
- (ff) "Time and one-half" means one and one-half times the straight time rate.
- (gg) "Transfer" means the appointment of an employee to a new position, that does not constitute a promotion or demotion.
- (hh) "Union" means the Public Service Alliance of Canada as represented by its agent Nunavut Employees Union.
- (ii) "Week" for the purposes of this Agreement shall be deemed to commence at 12:01 A.M. on Monday and terminate at midnight on Sunday.

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

Article 3 **Recognition**

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

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 share equally the costs associated with the printing and distribution of the Collective Agreement. The Union will facilitate said printing and distribution.
- 4.03 Feminine, masculine, singular and plural pronouns used in this Agreement shall be interchangeable in the interpretation of this Agreement except where specifically precluded by the context.

Conflict of Provisions

- 4.04 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.
- 4.05 In the event that any law passed by Parliament, or the 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 Collective Agreement shall be reopened upon the request of either party and negotiations shall commence with a view to finding an appropriate substitute for the annulled or altered provisions.

Article 5 **Human Rights**

Freedom from Discrimination

- 5.01 The Union, the Employer, and the employees agree that there shall be no discrimination, interference, restriction, harassment or coercion exercised or practiced with respect to any employee by reason of race, colour, ancestry, ethnic origin, citizenship, place of origin, creed, religion, age, disability, sex, sexual orientation, marital status (including common-law relationships), family status, pregnancy, lawful source of income, conviction for which a pardon has been granted, union membership or activity, or for exercising their rights under this Agreement.
- 5.02 Affirmative Action policies shall be deemed non-discriminatory.
- 5.03 The Employer shall make every reasonable effort to find alternate employment for an employee who becomes mentally and/or physical disabled.

Freedom from Workplace Violence

- 5.04 "Workplace violence" means any incident, in which an employee is abused, threatened or assaulted during the course of his or her employment, and includes but is not limited to all forms of harassment, bullying, intimidation and intrusive behaviours of a physical or emotional nature.
- 5.05 Every employee is entitled to employment free of workplace violence.
- 5.06 The Employer will make every reasonable effort to ensure that no employee is subjected to workplace violence.
- 5.07 No employee shall be required to perform work at any worksite under circumstances of workplace violence by third parties. The Employer shall take appropriate remedial measures in such situations.
- 5.08 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.
- 5.09 Complaints of workplace violence may be brought to the attention of the Employer at any level of management appropriate to the circumstances. An employee may be assisted by the Union in making a complaint.
- 5.10 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.
- 5.11 The Employer shall, after consulting with the Labour Management Committee, issue a policy statement concerning workplace violence which substantially conforms to the provisions of this article. The Employer shall make each person under the Employer's direction aware of the policy statement concerning workplace violence.

Article 6

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- 6.01 There will 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.

Article 7
Management Rights

- 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 Association;
 - (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 Association. 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, and to suspend, discharge, or otherwise discipline employees for just cause.
- 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 at the time of issuance. Where the Employer proposes to issue a personnel directive which is intended to clarify the interpretation or application of the Collective Agreement, the Employer shall consult with the Union prior to issuing the directives.

Article 9
Union Access to Employer Premises

- 9.01 The Employer shall permit access to its work premises of an accredited representative of the Union.

Article 10
Appointment of Representatives

- 10.01 The Employer acknowledges the right of the Union to appoint employees as representatives.

Article 11

Time-Off for Union Business

- 11.01 The Employer will grant leave with pay to an employee who is 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, Nunavut Employees Union, Canadian Labour Congress and the Northern Territories Federation of Labour;
 - (b) an employee who exercises 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 to present briefs to commissions, boards and hearings that are mandated by territorial legislation.
- 11.04 An employee will only be granted leave under Articles 11.01, 11.02 or 11.03 for hours that would otherwise be regular hours of work.
- 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 as President, First Vice-President, 2nd Vice-President, Regional Vice-president of Nunavut Employees Union or PSAC National Director for the North 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 Collective Agreement.
- 11.08 Upon reasonable notification, the Employer shall grant leave without pay to the Union representative seconded for a minimum period of one week to serve as President of the Union on a temporary basis.
- 11.09 The Employer shall continue to pay such employees their applicable salary in accordance with the terms of the Collective Agreement. Upon invoice by the Employer the Union shall reimburse the Employer for the amounts so paid.
- 11.10 The benefits of any group shall be extended to such employees and the Union will reimburse the Employer for such costs involved.
- 11.11 Such employees shall be entitled to an increment for each year of their leave of absence to the maximum step of their pay level.
- 11.12 Such employees shall advise the Employer as soon as possible when an extension of the leave of absence is applicable due to re-election.
- 11.13 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 Collective Agreement they shall provide the Employer with a three month notice of their intent to do so.
- 11.14 Notwithstanding Article 11.13 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.
- 11.15 Employees on leave without pay under this Article shall not accumulate seniority.

Article 12 **Check Off**

Union Membership

- 12.01 All employees covered by this Agreement must become members of and maintain membership in good standing in the Union as a condition of employment within ~~thirty~~ (30) days of the date they commenced employment. They shall maintain membership as a continuing condition of employment.

Check Off

- 12.02 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.
- 12.03 The Alliance shall inform the Employer in writing of the authorized deduction to be checked off for each employee within the Bargaining Unit.
- 12.04 For the purpose of applying Article 0, deductions from pay for each employee will occur on a bi-weekly basis.
- 12.05 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.
- 12.06 The amounts deducted in accordance with Article 0 shall be remitted to the Comptroller of the Alliance, 233 Gilmour Street, Ottawa, Ontario, K2P 0P1 by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on his behalf.
- 12.07 The Employer agrees to identify annually on each employee's T4 slip the total amount of Membership Fees deducted for the preceding year.
- 12.08 The Employer may agree to make deductions for other purposes on the basis of the production of appropriate documentation.
- 12.09 The Alliance agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer.

Article 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, address, job classification, rate of pay, employment status and social insurance number 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.

The Employer shall provide separate listings for employees who are normally scheduled to work full time (including term, casual and/or seasonal employees) and for employees who are normally scheduled to work less than full time, that is fewer than the regular hours per day or days per week.

- 13.02 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.
- 13.03 The Employer shall provide each employee with a copy of the Collective Agreement.
- 13.04 The Employer agrees to provide each new member of the Bargaining Unit with a copy of the Collective Agreement upon his appointment.

Article 14 **Seniority**

- 14.01 Seniority is defined as the length of service with the Employer, and shall be applied on a bargaining unit wide basis.
- 14.02 During the probationary period, the employee shall be entitled to all rights and benefits contained in this Agreement, except:
- (a) the accumulation of seniority, which shall not be credited to the employee until he has completed his probationary period to become a regular employee; at this time, his seniority shall be dated six (6) months prior to the date the employee becomes a regular employee; and
 - (b) in the event that the Employer determines that the employee does not meet the requirements of the position or is unsuitable to become a regular employee, he shall be terminated and said termination shall not be the subject of a grievance under Article 34 Grievance and Arbitration.
- 14.03 The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. The seniority list shall be kept up-to-date, a copy of which shall be posted on the bulletin board, and shall be sent to the union every *six* (6) months.
- 14.04 An employee shall be on probation for a period of four (4) months when an employee has been promoted or transferred. During the probationary period, the employee shall be entitled to all rights and benefits of the Collective Agreement. If an employee does not successfully complete his probationary period on transfer or probation he shall be returned to the position held before the transfer or promotion or, by mutual consent of the employee and the Employer, to a position at an equivalent classification and pay level.
- 14.05 An employee shall lose his seniority 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 is on layoff for more than one (1) year;

- (e) if, following layoff, he fails to return to work within ten (10) working days of being recalled.

14.06 Seniority shall not accumulate during a period of leave of absence.

Article 15

Provision of Bulletin Board Space and Other Facilities

15.01 The Employer shall provide bulletin board space in its office and shop clearly identified for exclusive Union use.

15.02 The Employer may make available to the Union specific locations on the premises for the placement of bulk quantities of literature of the Union.

15.03 The Employer may make available to the Union and the members of the Bargaining Unit a suitable meeting room to be used from time to time for the business relating to the Bargaining Unit. Permission for this purpose shall not be unreasonably withheld.

15.04 The Employer will pass on to employees any mail originating from the Union.

15.05 A representative of the Union shall have the right to give each new employee an orientation of up to thirty (30) minutes and the representative of the Union and the employee shall be given leave with pay for such purposes.

Article 16

Designated Paid Holidays

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

- (a) New Year's Day;
- (b) Good Friday;
- (c) Easter Monday;
- (d) Victoria Day;
- (e) Canada Day;
- (f) Nunavut Day;
- (g) Civic Holiday, The first Monday in August;
- (h) Labour Day;
- (i) Thanksgiving Day;

- (j) Remembrance Day;
- (k) Christmas Day;
- (l) Boxing Day;
- (m) Hamlet Day.

16.02 A paid holiday shall also be granted to all employees on any holiday proclaimed by the Government of Canada, Nunavut Government or Mayor of Rankin Inlet.

16.03 No employee is entitled to be paid in respect of a designated paid holiday, where:

- (a) He has not worked for the Employer a total of ~~thirty~~ (30) days during the preceding twelve (12) months;
- (b) He did not report to work on that day after having been called to work on that day; or
- (c) Without the consent of the Employer, he has not reported for work on either his last regular working day preceding, or his first working day following, the designated paid holiday.

Holiday Falling On A Day Of Rest

16.04 When a day designated as a holiday under Articles 16.01, 16.02 or 16.03 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.

16.05 When a day designated as a holiday for an employee is moved to another day under the provisions of Article 16.04:

- (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.

16.06 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.

16.07 At the request of the employee, and where operational requirements of the Employer permit, an employee shall not be required to work both Christmas and New Year's Day.

16.08 An employee who is not required to work on a general 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 current rate of wages for the time worked by him on that day.

- 16.09 Part-time employees shall be eligible for designated holidays based on their normally scheduled hours for the holiday except that part-time employees who do not work regular daily hours shall be paid based on the average of their daily straight time and overtime hours worked over the previous four (4) week period.
- 16.10 When the Employer requires an employee to work on a designated paid holiday as part of his regularly scheduled hours of duty or as overtime when he is not scheduled to work, he shall be paid in addition to the pay that he would have been granted had he not worked on the holiday one and one-half (1½) times his regular rate of wages for the time worked by him on that day.
- 16.11 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.
- 16.12 An employee who is required to work on a holiday as provided in Article 16.10 shall have the option of being paid for said work or having it applied to his overtime bank as provided in Article 25.07 of this Agreement.

Article 17

Leave – General

- 17.01 During the month of May in each year the Employer shall inform each employee in the Bargaining **Unit** in writing of the balance of his special, sick and vacation leave credits as of the 31st day of March.
- 17.02 If, at the end of the fiscal year, an employee's entitlement to vacation leave with pay includes a fractional entitlement of less or more than one-half day the entitlement shall be increased as follows:
- (a) to a half day if the fractional entitlement is less than one-half day;
 - (b) to a full day if the fractional entitlement is more than one-half day.
- 17.03 For the purpose of leave or time off, operational requirements are deemed to exist when:
- (a) the absence of the employee will prevent a deadline to be met because the employee cannot readily be replaced; or
 - (b) the absence of the employee will cause an interruption or a reduction of a service or activity which is necessary for the continued operations of the Employer.
- 17.04 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.

- 17.05 An employees' 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 two (2) weeks of application.
- 17.06 When the employment of an employee who has been granted more vacation, sick leave or special leave with pay than he has earned is terminated due to death or layoff the employee shall be considered to have earned that amount of leave with pay granted to him.
- 17.07 When an employee is entitled to receive an allowance and is granted leave with pay, the employee is entitled to receive the allowance during the period of leave. When an employee is entitled to receive an allowance and is granted leave without pay, the employee shall not be entitled to receive the allowance during the period of leave without pay, unless this Agreement provides otherwise.
- 17.08 During the month of May in each year the Employer shall inform each employee in the Bargaining Unit in writing of the balance of his special, sick and vacation leave credits as of the 31st day of March.

Article 18

Vacation Leave

Accumulation Of Vacation Leave

- 18.01 For each month of a fiscal year in which an employee receives pay for at least ten (10) days, he shall earn vacation leave at the following rates:
- (a) one and one quarter ($1\frac{1}{4}$) days each month until the month in which the anniversary of the second (2nd) year of continuous service is completed;
 - (b) one and two-thirds ($1\frac{2}{3}$) days each month commencing in the month after completion of two (2) years of continuous service and ending in the month that *six* (6) years of continuous service is completed;
 - (c) two and one-twelfth ($2\frac{1}{12}$) days each month commencing in the month after completion of *six* (6) years of continuous service and ending in the month that twelve (12) years of continuous service is completed;
 - (d) two and one-half ($2\frac{1}{2}$) days each month commencing in the month after completion of twelve (12) years of continuous service.
- 18.02 Part time employees shall receive the vacation entitlement specified in Article 18.01 on a pro-rata basis. (i.e. a maintenance employee working four (4) hours per day would, in a month where he worked in excess of ten (10) days, receive vacation leave credits of one and one-quarter ($1\frac{1}{4}$) or one and two-thirds ($1\frac{2}{3}$), etc. as the case may be, times four (**4**)hours.)

Granting of Vacation Leave

- 18.03 In granting vacation leave with pay to an employee, the Employer shall make every reasonable effort to:
- (a) schedule vacation leave for all employees in the fiscal year in which it is earned;
 - (b) not recall an employee to duty after he has proceeded on vacation leave;
 - (c) grant the employee his vacation leave during the fiscal year in which it is earned at a time specified by him;
 - (d) grant the employee vacation leave for at least up to four **(4)** consecutive weeks, depending upon his vacation entitlements, when so requested by the employee; and
 - (e) where two or more employees apply for the same period of vacation leave, seniority shall be the determining factor.

18.04 The Employer shall reply to the request for vacation leave submitted by the employee within ten (10) working days from the date of receipt of the application. Where the Employer has proposed to change, reduce or deny the vacation leave requested by the employee, the Employer shall provide the employee with the reasons, in writing, for such change, reduction or denial of vacation leave.

18.05 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 Article 19.02; or
- (b) is granted sick leave on production of a medical certificate;

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

18.06 Employees are not permitted to carry over more vacation leave credits than can be earned in one (1) fiscal year. Vacation leave credits exceeding a one (1) year entitlement will be liquidated in cash in the month of May.

Recall From Vacation Leave

18.07 There shall be no recall to work of an employee who is on vacation leave, except in the case of an emergency.

18.08 When during any period of vacation leave an employee is recalled to duty, he shall be reimbursed for reasonable expenses, as normally defined by the Employer, that he incurs:

- (a) in proceeding to his place of duty;
- (b) in respect of any non-refundable deposits or prearrangement associated with his vacation;
- (c) in returning to the place from which he was recalled if he immediately resumes vacation upon completing the assignment for which he was recalled;

after submitting in writing such accounts as are normally required by the Employer.

18.09 The employee shall not be considered as being on vacation leave during any period in respect of which he is entitled under Article 18.08 of be reimbursed for reasonable expenses incurred by him.

Leave When Employment Terminates

18.10 Where an employee dies or otherwise terminates his employment:

- (a) 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, or
- (b) The Employer shall grant the employee any vacation leave earned but not used by him before the employment is terminated by lay-off if the employee so requests.

18.11 An employee whose employment is terminated by reason of a declaration that he abandoned his position is entitled to receive the payment referred to in Article 18.10. If after reasonable efforts, the Employer is unable to locate the employee within *six* (6) months of termination, his entitlement shall lapse.

Vacation Travel Assistance

18.12 Employees who have completed *six* months of continuous employment are entitled to one Vacation Travel Assistance each fiscal year.

18.13 Employees are entitled to Vacation Travel Assistance under Article 18.12 for their dependents who are two years and over where the employee signs a notarized statement confirming that a similar benefit is not provided by any other Employer.

- 18.14 Vacation Travel Assistance must be paid in the year in which it was earned. If an employee's application for leave is denied by the Employer, the employee shall be paid the entitlement to Vacation Travel Assistance within ~~thirty~~ (30) days of denial of the leave.
- 18.15 Once each fiscal year, when an employee claims his Vacation Travel Assistance, the employee is entitled to claim an additional two (2) days vacation as travel time.
- 18.16 Vacation travel assistance for each person shall be one thousand one hundred dollars (\$1,100) to a maximum of seven thousand dollars (\$7,700) per Employee. Effective April 1, 2007 vacation travel assistance for each person shall be one thousand two hundred and fifty dollars (\$1,250) to a maximum of eight thousand dollars (\$8,000) per Employee.
- 18.17 The Employer will provide the Vacation Travel Assistance within ~~thirty~~ (30) days of receiving the application.
- 18.18 The application for Vacation Travel Assistance must be accompanied by proof that at least one day of vacation leave has been granted.
- 18.19 An employee who has requested and is granted annual leave between October 1 and March 31 of any year shall, in addition, to his/her vacation leave receive one (1) extra day when he/she liquidates five (5) consecutive days of annual leave within the above days.
- 18.20 If an employee is granted Vacation Travel Assistance and terminates his/her employment on or before October 1st of any fiscal year the employee will pay back to the Employer some or all of the Vacation Travel Assistance received, based on the following schedule:

If the employee terminates his employment:

- (a) less than one (1) month after being granted Vacation Travel Assistance, he shall repay the full amount of the Vacation Travel Assistance;
- (b) more than one (1) month but less than two (2) months after being granted Vacation Travel Assistance, he shall repay five-sixths (5/6) of the amount of the Vacation Travel Assistance;
- (c) more than two (2) months but less than three (3) months after being granted Vacation Travel Assistance, he shall repay two thirds (2/3) of the amount of the Vacation Travel Assistance;
- (d) more than three (3) months but less than four (4) months after being granted Vacation Travel Assistance, he shall repay one half (1/2) of the amount of the Vacation Travel Assistance;

- (e) more than four (4) months but less than five (5) months after being granted Vacation Travel Assistance, he shall repay one third (1/3) of the amount of the Vacation Travel Assistance; and
- (f) more than five (5) months but less than *six* (6) months after being granted Vacation Travel Assistance, he shall repay one-sixth (1/6) of the amount of the Vacation Travel Assistance.

Article 19 **Special Leave**

Credits

19.01 An employee shall earn special leave credits up to a maximum of twenty-five (25) days at the following rates:

- (a) One-half (1/2) day for each calendar month in which he received pay for at least ten (10) days, or
- (b) One-quarter (A) day for each calendar month in which he received pay for less than ten (10) days.

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

19.02 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, son-in-law, daughter-in-law, brother-in-law, sister-in-law and any relative permanently residing in the employee's household or with whom the employee permanently resides.

19.03 The Employer 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.

19.04 The Employer may grant special leave earned with pay for a period of up to three (3) days, as follows:

- (a) on the birth of the employee's child;
- (b) on the adoption of a child by the employee;
- (c) when an employee is to be married; and
- (d) when an employee is to be divorced.

This leave may be divided into two (2) parts.

19.05 The Employer shall grant special leave earned with pay for a period of up to one (1) working day in the case of the illness of an employee's spouse or child where the presence of the employee is required.

- 19.06 The Manager may grant an employee special leave with pay for a period of up to five (5) consecutive working days:
- (a) where a member of the immediate family residing outside the employee's community of residence becomes seriously ill.
 - (b) serious household or domestic emergencies;
 - (c) a general transportation tie-up caused by weather, including being stuck on the land, if the employee makes every reasonable effort to report for duty;
 - (d) serious community emergencies, where the employee is required to render assistance including search and rescue;
 - (e) in the event of the death of the employee's aunt, uncle niece, nephew;
 - (f) attends a course in civil defence training including with the Canadian Arctic Rangers;

Advance Of Credits

- 19.07 Where an employee has insufficient credits to permit the granting of special leave, leave may, at the discretion of the Employer, be granted, subject to the condition that such advance will be deducted from special leave credits subsequently earned.

Article 20
Sick Leave

Credits

- 20.01 An employee shall earn sick leave credits at the rate of one and a quarter (1¼) days for each calendar month for which he receives pay for at least ten (10) days.
- 20.02 Subject to (a) and (b) below, and to the remainder of this Article, all absences on account of illness on a normal working day (exclusive of designated holidays) shall be charged against an employee's accumulated sick leave credits.
- (a) There shall be no charge against an employee's sick leave credits when his absence on account of illness is less than one-half (½) day and the employee has been on duty for at least two (2) hours;
 - (b) Where the period of absence on account of illness is at least one-half (½) day but less than a full day, one-half (½) day only shall be charged as sick leave.

- 20.03 Where leave of absence without pay is authorized for any reason, or an employee is laid-off because of lack of work, and the employee returns to work upon expiration of such 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 lay-off or commencement of leave without pay.
- 20.04 When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for a concurrent period, there shall be no charge against his sick leave credits for the period of concurrency.
- 20.05 An employee will be eligible for paid sick leave, provided he reports his sickness within two (2) hours of having to report to work to the Manager or his designate.
- 20.06 The Employer may require the employee to produce a certificate from a qualified medical practitioner, certifying that said employee is unable to carry out his duties due to illness or to certify that the employee is able to return to work.
- 20.07 An employee must sign a statement, describing the nature of his illness or injury and stating that because of this illness or injury he was unable to perform his duties in order to be eligible for paid sick leave.
- 20.08 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 or laid off.
- 20.09 Every employee who is proceeding to a medical centre shall be granted leave of absence with pay, which shall be charged against his special leave credits, for the lesser of five (5) days or the actual time taken to travel from his post to a medical centre and return.
- 20.10 Sick leave is to be used only to compensate employees who are unable to work due to illness or injury. Employees who request sick leave in any other circumstance may be subject to discipline.

Article 21

Maternity Leave

- 21.01 An employee who becomes pregnant shall be granted seventeen (17) consecutive weeks maternity leave without pay commencing at any time during the seventeen (17) week period immediately preceding the expected date of delivery, provided that the employee gives the Employer written notice at least four (4) weeks before the day on which the employee expects to commence her leave. At the employee's request the Employer shall give her, within one week of her request, a clear understandable information package about maternity leave requirements and benefits.

21.02 The Employer may:

- (a) upon written request from the employee, defer the commencement of maternity leave without pay of an employee or terminate it earlier than seventeen (17) weeks after the date of the termination of her pregnancy
- (b) grant maternity leave without pay to an employee to commence earlier than seventeen (17) weeks before the expected termination of her pregnancy;
- (c) where maternity leave without pay is requested, require an employee to submit a medical certificate certifying pregnancy.

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

Maternity-related Reassignment or Leave

21.04 Where a pregnant or nursing employee produces a statement from her physician that her working conditions may be detrimental to her health, that of her foetus or her nursing child, the Employer shall either change such working conditions where reasonable within operational requirements or temporarily transfer the employee to another position with equal pay or allow the employee to take leave of absence without pay for the duration of her pregnancy.

Maternity Leave Allowance

21.05 After completion of *six* (6) months continuous employment, an employee who provides the Employer with proof that she has applied for and is in receipt of employment insurance benefits pursuant to the *Employment Insurance Act*, shall be paid a maternity leave allowance.

21.06 A recipient under Article 21.05 shall sign an agreement with the Employer providing:

- (a) that she will return to work and remain in the Employer's employ for a period of at least *six* (6) months after her return to work;
- (b) that she will return to work on the date of the expiry of her maternity leave, unless this date is modified with the Employer's consent.

21.07 Should the employee fail to return to work, except by reason of death, disability or lay-off, as per the provision of Article 21.06, the employee recognizes that she is indebted to the Employer for the amount received as maternity leave allowance. Should the employee not return for the full *six* months, the employee's indebtedness shall be reduced on a prorated basis according to the number of months for which she received pay. The Employer may recover monies owing under this Article from any monies owing to the employee by the Employer.

21.08 In respect of the period of maternity leave, payments of maternity leave allowance will consist of the following:

- (a) For the first two (2) weeks, payments equivalent to ninety-three percent (93%) of her weekly rate of pay. For up to a maximum of an additional fifteen (15) weeks, payments equivalent to the difference between the employment insurance benefits she is eligible to receive and ninety-three percent (93%) of her weekly rate of pay;
- (b)
 - (i) for a full-time employee the weekly rate of pay referred to in Article 21.08(a) shall be the weekly rate of pay for her classification and position on the day immediately preceding the commencement of the maternity leave.
 - (ii) for a part-time employee the weekly rate of pay referred to in Article 21.08(a) shall be the prorated weekly rate of pay for her classification and position averaged over the *six* month period of continuous employment immediately preceding the commencement of the maternity leave.
- (c) Employees have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan.
- (d) Where an employee becomes eligible for a pay increment or an economic adjustment with respect to any period in which the employee was in receipt of payments under Article 21.08(a), the payments shall be adjusted accordingly.
- (e) Maternity leave allowance payments will neither reduce nor increase an employee's severance pay.

Other Benefits During Leave

21.09 If an employee elects to maintain coverage for medical, group life and other benefits, the Employer will pay both portions of these premiums. The Employer will recover monies paid on behalf of the employee share of premiums when the employee returns to work or terminates.

21.10 Illness arising due to pregnancy during employment and prior to this leave of absence may be charged to normal sick leave credits.

Article 22

Parental Leave

- 22.01 Where an employee has or will have the actual care or custody of his/her newborn child, or an employee commenced proceedings to adopt a child or obtains an order for the adoption of a child, he/she shall be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks. This leave without pay shall be taken during the fifty-two (52) week period immediately following the day the child was born or, in the case of adoption, within the fifty-two (52) week period from the date the child comes into the employee's care and custody.
- 22.02 An employee who intends to request parental leave without pay shall provide the Employer with four (4) weeks written notice, except where in the case of adoption the child arrives at the employee's home sooner than expected. In the case of an adoption, the employee shall notify the Employer as soon as the application for adoption has been approved by the adoption agency or legal guardianship and custody papers have been completed.
- 22.03 Leave granted under this Article shall be counted for the calculation of "continuous employment."
- 22.04 Parental leave without pay utilized by an employee couple, both of whom are employed by the Employer, in conjunction with maternity leave shall not exceed a total of fifty-two (52) weeks.
- 22.05 Parental leave without pay taken by an employee in conjunction with maternity leave shall be taken immediately after the termination of maternity leave and the duration of both periods of leave without pay combined shall not exceed a total of fifty-two (52) weeks.
- 22.06 When parental leave is taken by an employee couple, both of whom are employed by the Employer, parental leave allowance payments shall not exceed a total of fifty-two (52) weeks for both employees combined, and parental leave without pay taken by an employee couple shall not exceed a total of fifty-two (52) weeks for both employees combined.

Other Benefits During Leave

- 22.07 If an employee elects to maintain coverage for medical, group life and other benefits, the Employer will pay both portions of these premiums. The Employer will recover monies paid on behalf of the employee share of premiums when the employee returns to work or terminates.

Article 23

Other Types of Leave

Court Leave

23.01 Leave of absence with pay shall be given 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** and the **jury** selection process; or
- (b) By subpoena or summons to attend as a witness in any proceeding held:
 - (i) In or under the authority of a court of justice or before a grand **jury**;
 - (ii) Before a court, judge, justice, magistrate, or coroner;
 - (iii) Before the Senate or House of Commons of Canada, or a committee of the Senate or House of Commons, otherwise than in the performance of the duties of his position;
 - (iv) Before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it;
 - (v) Before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it;
- (c) Notwithstanding anything contained in this Article, there may 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.

quarantine

23.02 An Employee shall receive leave with pay for time off work because of quarantine when the employee provides the Employer with a medical certificate to that effect.

Injury On Duty Leave

23.03 An employee shall be granted injury-on-duty leave with pay for such reasonable period as may be determined by the Employer, where it is determined by the Workers' Compensation Board that he is unable to perform his duties because of:

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

- (c) over-exposure to radioactivity or other hazardous conditions in the course of his employment;

23.04 The employee agrees to pay the Employer any amount received by him for loss of wages in settlement of any claim he may have in respect of such injury, sickness or exposure, provided however, that such amount does not stem from a personal disability policy for which the employee or his agent has paid the premium. Prior to making any payments under this Section, the Employer has the right to speak with the employee's medical practitioner. The employee shall, if he wishes to continue his claim for injury on duty leave, permit the physician to release relevant information to the Employer.

Discretionary Leave

23.05 Every permanent employee may be entitled to take two (2) days of discretionary leave with pay each fiscal year at his discretion. One day written notice must be given to the Employer.

Casual Leave

23.06 Employees may be granted casual leave with pay to a maximum of two (2) hours for medical, dental and legal appointments provided such appointments cannot be scheduled during non-working hours.

Recognition

23.07 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.

Leave Without Pay For Personal Reasons

23.08 An employee may apply to the Secretary Manager for personal leave without pay. He shall make his application in writing, stating the reasons for the leave, the length of the leave and the date upon which he wishes to commence such leave. The Employer shall review the employee's application and either approve or deny said application within a reasonable period of time.

Article 24

Hours of Work

24.01 The regular hours of work for employees shall be seven and one-half (7½) hours per day exclusive of a one (1) hour unpaid meal period to be taken as near the midpoint of the shift as the requirements of the operation of the service will allow between the hours of 7:30 a.m. and 6:00 p.m., Monday to Friday.

For employees hired after October 1, 1996, the work week may be scheduled over any five (5) consecutive days.

24.02 Employees shall be entitled to rest periods of fifteen (15) minutes duration at or near the midpoint of the first half of their shift and at or near the midpoint of the second half of their shift.

24.03 Where the Employer determines that there is a requirement for shifts other than the regular hours of work specified above, they shall post the shift schedule on appropriate notice boards and provide those employees assigned to work the said shift ten (10) working days notice of the change to their hours of work.

24.04 All employees working shifts of four (4) hours duration or more shall be entitled to a rest period of fifteen (15) minutes duration for each four (4) hours of work or portion thereof in excess of two (2) hours commencing at or around the midpoint of the four (4) hour period.

24.05 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 25

Overtime

25.01 An employee who is required to work overtime shall be paid overtime compensation for each fifteen (15) minutes of overtime worked by him subject to a minimum payment of one (1) hour at the overtime rate when the overtime work is authorized in advance by the Employer.

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

25.03 An employee who is required to work overtime shall be paid time and one half (1 ½), for the first four (4) hours of overtime worked, and if required to continue working after the first four (4) consecutive hours of overtime, he shall be paid double time (2x) for all such hours worked in excess of the initial four (4) consecutive hours. Double time (2x) shall also apply to all hours worked on a second or subsequent day of rest, provided the days of rest are consecutive.

Off Days Defined

- 25.04 "First day of rest" is defined as the twenty-four (24) hour period commencing at midnight of the calendar day on which the employee completed his last regular shift.
- "Second or subsequent day of rest" is defined as the period immediately following expiration of the first day of rest and ending at the time of commencement of the employee's next regular shift, when the first and second or subsequent day of rest are consecutive.
- 25.05 Overtime which exceeds any quarter ($\frac{1}{4}$) of an hour shall be calculated to the next one quarter of the hour.
- 25.06 Subject to the operational requirements, the Employer shall make every reasonable effort:
- (a) To allocate overtime work on an equitable basis among readily available qualified employees, who are normally required in their regular duties to perform that work;
 - (b) To give employees who are required to work overtime reasonable advance notice of this requirement.
- 25.07 An employee upon his request shall have any overtime which he has worked converted to its equivalent dollar value and banked by the Employer to a maximum of one (1) week's pay. This bank may be drawn upon at the employee's current rate of pay to provide paid leave to be taken at a time mutually agreeable to the Employer and the employee. As leave is used and the bank is reduced, the employee may bank additional overtime to the aforementioned maximum. The employee may claim the total cash value of his bank upon reasonable notice to the Employer.

Article 26

Pay

- 26.01 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".
- 26.02 Employees shall be paid on every second Thursday.
- 26.03 Where cheques are distributed to employees at their place of work, they shall first have been placed in sealed envelopes.
- 26.04 Where there is a lack of banking services at the employee's place or work, his salary cheque may be deposited to his credit in the bank of his choice.
- 26.05 The Manager at his discretion may approve an employee's request for one (1) week's salary, as long as the employee has earned the amount requested, and said employee has provided the Manager with a satisfactory reason.

- 26.06 Pay statements shall include the pay period, the hourly rate of pay, and the number of regular hours worked.
- 26.07 The Employer shall ensure that each employee understands the pay codes on his/her pay statement.
- 26.08 Employees who have earned overtime compensation or any other extra allowances in addition to their regular pay, should receive such remuneration in the two (2) weeks following the day in which such compensation was earned.

When overtime compensation is paid, the pay statement shall indicate the pay periods, rate of overtime, and the number of overtime hours.

Acting Pay

- 26.09 When an employee is designated in writing to perform the duties of a higher position with the Employer on an acting basis for a period in excess of four (4) consecutive hours, the employee shall be paid acting pay, calculated from the first day the employee began performing the duties of the higher position. Acting pay shall equal twenty percent (20%) above the employee's regular rate of pay.
- 26.10 When a day designated as a paid holiday occurs on a day when the employee would otherwise be performing duties on an acting basis, the holiday shall be considered as a day worked for purposes of acting pay.

Salary Increases

- 26.11 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 and not later than the month following the month in which any subsequent salary increases become effective.
- 26.12 When an employee is appointed to a new position he shall be paid:
- (a) If the appointment constitutes a promotion, an increase in salary within the pay range of the position to which he is appointed;
 - (b) If the appointment constitutes a transfer, he shall receive a rate of pay within the range of the position to which he is transferred, which is nearest to, but not less than his former rate of pay;
 - (c) If the appointment constitutes a demotion, he shall receive a rate of pay within the range of the position to which he is demoted, which is nearest to his former rate of pay;
 - (d) If the appointment is an initial appointment to a position with the Employer, the new employee shall be paid a rate of pay within the range of the position, which is commensurate with the employee's qualifications and experience in the position as determined by the Employer.

26.13 Effective July 1, 2003 casual employees shall accumulate and carry over their continuous service time. After a casual worker accumulates nineteen hundred and fifty-six (1956) hours of work in a period of three (3) consecutive calendar years, he becomes eligible to move up another step on the wage grid until the maximum is reached.

Pay Recovery

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

26.15 If more than one year has passed since the undetected overpayment was made, there shall be no recovery of the overpayment.

Garnishee

26.16 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.

Reporting Pay

26.17 If an employee reports to work on his regularly scheduled work day and there is insufficient or no work available he is entitled to four (4) hours pay at the straight time rate.

Call Back Pay

26.18 If an employee is:

- (a) directed to report for work outside of his regularly scheduled hours of work;
or
- (b) recalled to a place of work for a specific duty;

the employee shall be paid the greater of compensation at the appropriate overtime rate for all hours worked or compensation equivalent to four (4) hours' pay at the straight time rate.

The guarantee of four (4) hours at the straight time rate shall only apply once during a period of eight consecutive hours commencing with an initial call-back.

26.19 If an employee is directed to report for work on a day of rest or on a designated paid holiday, the employee shall be paid the greater of compensation at the appropriate overtime rate, or compensation equal to four (4) hours' pay at the appropriate overtime rate.

Standby Pay

- 26.20 When the Employer requires an employee to be available on standby during off-duty hours, the employee shall be paid sixteen dollars (\$16.00) for every eight (8) hour period, or portion of such period that the employee is on standby.
- 26.21 An employee designated by letter or by list for standby duty shall be available during his period of standby at a known telephone number and shall be available to return for duty as quickly as possible if called. In designating employees for standby the Employer will endeavour to provide for the equitable distribution of standby duties among readily available qualified employees who are normally required, in their regular duties, to perform that work.
- 26.22 No standby payment for that shift shall be granted if an employee is unable to report for duty within one (1) hour from the time of his call-out unless circumstances beyond his control prevent him from reporting within the hour.
- 26.23 An employee assigned to standby duty shall be provided with a vehicle to take home to be used only in the event that he is called out on an emergency and for no other purpose.
- 26.24 An employee on standby who is required to report for work shall be paid, in addition to standby pay, the appropriate amount pursuant to Article 26.18, provided that the employee shall only be paid the minimum payment of four (4) hours' pay at the straight time rate once during each standby period of eight (8) consecutive hours or portion thereof.
- 26.25 Except in the case of an emergency, standby schedules shall be posted fourteen (14) days in advance of the starting date of the new shift schedule.
- 26.26 An employee assigned to stand-by duty shall be provided with a vehicle to take home to be used only in the event that he is called out on an emergency.

Article 27

Outside Employment

- 27.01 Subject to Article 27.02, 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 Employer duties.
- 27.02 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 or his outside interests; or

- (b) certain knowledge and information available only to Employer personnel place the individual in a position where he can exploit the knowledge or information for personal gain.

Article 28 **Shift Work**

- 28.01 In the event that an employee is required to change his regularly scheduled hours of work, the Employer shall give ten (10) working days notice of such change.
- 28.02 When an employee's work schedule is revised without five (5) calendar days notice the employee shall be paid the appropriate overtime rate for the first shift of the newly scheduled hours of work.
- 28.03 The Employer agrees that it shall not schedule split shifts.
- 28.04 An employee required to work a shift, the major portion of which falls between 3:00 p.m. of one day and 8:00 a.m. of the following day, shall receive a shift differential of seventy-five cents (75¢) per hour for each straight time hour worked.

Article 29 **Term Positions**

- 29.01 No term position shall have a stated term of more than ~~two~~ (2) years.
- 29.02 Subject to Article 29.01, should the Employer wish a term position to extend beyond its term, that position must become a regular position which must be offered to the incumbent of the term position, and his or her seniority date shall be the initial date of hire into the term position.
- 29.03 A term employee shall be eligible for the same benefits and working conditions as those provided to full time or part-time employee as the case requires, except that a term employee shall not receive any allowances under Article 41.02 Housing Allowance until the completion of ~~six~~ (6) months employment.

Article 30 **Health and Safety**

- 30.01 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.

Article 31
Employee Performance Review and Employee F

- 31.01 When a formal review of an employee's performance is made, the employee concerned shall be given the opportunity to discuss then sign the review form in question to indicate that its contents have been read and understood. The employee shall also be given the opportunity to provide written comments to be attached to his performance appraisal.
- 31.02 The formal review of an employee's performance shall also incorporate an opportunity for the employee to state his career development goals and request any training, in-service training, re-training, or any facets of career development which may be available.
- 31.03 The Employer agrees not to introduce as evidence in the case of promotional opportunities or disciplinary action any document from the file of an employee, the existence of which the employee was not made aware, by the provision of a copy thereof at the time of filing or within a reasonable period thereafter.
- 31.04 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.
- 31.05 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 and the Union, if so requested.

Article 32
Classification

- 32.01 During the term of this Agreement, if a new or revised job classification is required by the Employer, the Employer will implement the new job classification with an assigned pay range and inform the Union of the existence of said job classification and assigned pay range. In the event that the Union does not agree with the pay range assigned to said job classification it shall have the right to negotiate this with the Employer and if the results of said negotiation does not resolve the issue, the Union shall within twenty (20) days of being informed of the new classification have the right to grieve under the provisions of Article 34 Grievance and Arbitration.

Article 33
Suspension and Discipline

- 33.01 The Employer shall have the right to suspend with or without pay and/or discharge an employee for just and sufficient cause. Prior to suspending or discharging an employee, the Employer shall examine several factors such as the seriousness of the offence, the employees length of service, and other relevant mitigating factors.

- 33.02** When employees are to be suspended from duty, the Employer shall notify the employee in writing of the reasons for such suspension within twenty four (24) hours of the suspension in sufficient detail that the employee may defend himself/herself against it.
- 33.03** The Employer shall notify the local representative of the Union that such suspension has occurred or is to occur.
- 33.04** Where an employee is required to attend a meeting with the Employer where discipline will be imposed, the employee will have the right to have a representative of the Union in attendance. The Employer must advise the employee of his right to be accompanied by his representative.

Article 34

Grievance and Arbitration

- 34.01** The Employer and the Union recognize that grievances may arise in each of the following circumstances:
- (a) the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, or of an arbitral award;
 - (b) disciplinary action resulting in demotion, suspension, or a financial penalty, including the withholding of an increment;
 - (c) discharge;
 - (d) letters or notations of discipline placed on an employee's personnel file.
- 34.02** Grievances shall be settled according to the following procedures for grievance and arbitration.
- 34.03** Except as otherwise provided in this Agreement, a grievance shall be processed by recourse to the following steps:
- (a) First Level (Manager);
 - (b) Second Level (Board of Directors of Employer);
 - (c) Final Level (Arbitration).
- 34.04** The Union shall have the right to file grievances on behalf of its members and to consult with the Employer with respect to a grievance at each or any level of the grievance procedure.

- 34.05 Where an employee or the Union has a grievance, he or the Union shall initiate such grievance in writing, setting out the grievance, the clause or clauses of the Agreement alleged to be violated and the remedy required, to the Manager, not later than twenty-five (25) calendar days after the date on which he or the Union first became aware, or should have become aware, of the action or circumstances giving rise to the grievance.
- 34.06 The Manager shall reply in writing, providing his answer to the grievance within twenty-one (21) calendar days of receiving the grievance.
- 34.07 In the event that the Manager's reply does not resolve the grievance or the Manager does not reply within the prescribed time for such reply, the employee or the Union shall, if he or it wishes to continue the grievance, within twenty-one (21) calendar days, submit the grievance to the Board of Directors.
- 34.08 The Board of Directors shall, within thirty (30) calendar days, consider the grievance and provide the employee or the Union with their reply.
- 34.09 In the event that the Board of Directors' decision does not resolve the grievance or they have not replied within the prescribed time frame for such reply, the Union shall, if it wishes to continue the grievance, provide written notice to the Employer, referring the matter to arbitration, within ninety (90) days.
- 34.10 The parties may mutually agree to extend any of the above time limits. Grievances not filed or advanced within specified time limits shall be considered withdrawn and cannot be filed or advanced.
- 34.11 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.
- 34.12 No employee shall be dismissed without first being given notice in writing together with the reasons therefore. When the Employer dismisses an employee, the grievance procedure shall apply, except that the grievance may be presented at the final level.
- 34.13 A grievance of the employee or the Union shall not be deemed invalid by reason only of the fact it is not in accordance with the form supplied by the Employer.
- 34.14 An Employer grievance shall be submitted to the Union directly to the President of the Union and shall be referable to arbitration under Article 34.15.

Arbitration

- 34.15 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 ninety (90) days of the receipt of the reply at the Second Level, of his/her desire to submit the difference or allegation to arbitration.

- 34.16** (a) The parties agree that arbitration referred to in this Article shall be by a single arbitrator.
- (b) The parties will attempt to come to an agreement on the selection of an Arbitrator within **thirty** (30) calendar days of the date on which notification by either party to submit the difference or allegation to arbitration was made, or such further period as may be mutually agreed upon by the parties.
- (c) In the event that the Employer and the Union are unable to agree upon the selection of the Arbitrator, the Minister of Labour of Canada shall be requested to appoint an Arbitrator, and it is agreed that the Arbitrator so appointed shall act as the single Arbitrator.
- 34.17** The arbitrator has all of the powers granted to arbitrators under the *Canada Labour Code* in addition to any powers which are contained in this Agreement.
- 34.18** The arbitrator shall hear and determine the difference or allegation and shall issue a written decision and the decision is final and binding upon the parties and upon any employee affected by it.
- 34.19** The award of the arbitrator shall be signed by him and copies thereof shall be transmitted to the parties to the dispute within three (3) months of the hearing.
- 34.20** 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.
- 34.21** The Employer and the Alliance shall each pay one-half ($\frac{1}{2}$) of the remuneration and expenses of the arbitrator and each party shall bear its own expenses of every such arbitration.
- 34.22** Where a party has failed to comply with any of the terms of the decision of the Arbitrator, either party or employee affected by the decision may, after the expiration of fourteen (**14**) calendar days from the date of the release of the decision or the date provided in the decision for compliance, whichever is later, file in the office of the Clerk of the Federal Court of Canada, a copy of the decision, exclusive of the reason therefore in the prescribed form, whereupon the decision may be entered in the same way as the judgement or an order of that court and may be enforceable as such.

- 34.23 In addition to the powers granted to arbitrators under the *Canada Labour Code* the Arbitrator may determine that the employee has been discharged for other than just cause and he/she may:
- (a) direct the Employer to reinstate the employee and pay to the employee a sum equal to his/her wages lost by reason of his/her discharge, or such less sum as in the opinion of the Arbitrator is fair and reasonable; and/or
 - (b) make such order as he/she considers fair and reasonable having regard to the terms of this Agreement and to all the circumstances of the case.

Article 35 **Labour/Management Committee**

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

Article 36 **Employee Assistance Program**

Purpose

- 36.01 To establish and outline the program of the Employer in relation to employees whose use of drugs or alcohol is interfering with satisfactory work performance. Nothing in this program replaces or negates the provisions of policies and laws on intoxication during working hours or the use of drugs or alcohol on work premises.
- 36.02 The rising incidence of alcoholism and drug abuse is of growing concern among Employers, employees and families. An employee whose substance abuse habits interfere with work performance, attendance and interpersonal work relationships becomes a major concern to the Employer.

Program

- 36.03 The Employer recognises that addiction is a disorder which is preventable and amenable to treatment. The objective of this program is to encourage employees to recognize early symptoms and patterns of addiction and to provide assistance to the process of rehabilitation to the afflicted individual. The benefits and consideration that are extended to employees during an illness shall be made available to those

persons, who are addicted, for authorized absence to undergo assessment and approved treatment.

- 36.04 The decision to undertake treatment is the responsibility of the employee. The decision to seek treatment will not affect job security. In cases where employees refuse to recognize their problem and persist in substandard work performance and poor attendance, disciplinary action will be taken and may result in dismissal.

Responsibilities

- 36.05 Diagnosis and referral for treatment must be made by a duly qualified medical and/or addictions practitioner.
- 36.06 The decision to accept or reject available counselling and treatment is the responsibility of the employee.
- 36.07 The Employer will provide support to an employee, who is addicted and has accepted treatment.

Article 37

Vacancies, Job Posting, Promotions, and Transfers

- 37.01 A vacancy for a position expected to be of more than *six* (6) months duration or a newly-created position shall be posted on the Union notice board. The job posting shall state the job classification, rate of pay, shift, and required qualifications of the job. An employee who wishes to apply for a position so posted shall do so on or before the closing date as advertised on the posting.
- 37.02 Where two (2) or more employees apply for a position, which for them is a promotion, and are equally qualified based on formal qualification, and ability to perform the normal requirements of the job, the employee with the most seniority shall be appointed.
- 37.03 Employees promoted to a position shall serve a probationary period of three (3) months at the end of which they shall be confirmed in the position. Should the Employer determine that the employee is unsuited for the position during said probation, the employee will be reverted to his former position or the employee may notify the Employer of his desire to revert to his former position during the probationary period. In either case, the employee will be placed in his former position within a reasonable period of time.
- 37.04 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.

- 37.05 No employee shall be transferred to another position within the bargaining unit without his consent.
- 37.06 New employees shall not be hired when there are employees on lay-off who are qualified and willing to perform the job.

Article 38

Pension and Group Benefits Plans

- 38.01 The Northern Employee Benefits Services (NEBS) Pension Plan is a term and condition of employment for all eligible employees.
- 38.02 The Northern Employee Benefits Services (NEBS) Group Benefit Plan (i.e. Basic Group Life Insurance, Accidental Death, Disease & Dismemberment, Dependents Insurance, and Long Term Disability) and Short Term Disability (Weekly Indemnity) plan are terms and conditions of employment for all eligible employees.
- 38.03 The Northern Employee Benefits Services (NEBS) Extended Health Care and Dental Insurance plans are optional plans available to each individual eligible employee.
- 38.04 The Employer shall advise the pension plan and insurance plans administrator of any adjustments to earnings subject to these plans, terminations of employees covered by these plans, new eligible employees under these plans, and other required data as determined by these plans without delay.
- 38.05 The Employer shall remit all required contributions and premiums for the plans under this Article within a reasonable period, and shall forward all claims under these plans in a timely manner.
- 38.06 The Employer shall distribute to all employees eligible for coverage under the plans in this Article all literature, statements and materials produced by NEBS and the insurers, which are intended for distribution to the employees. New eligible employees shall be provided with plan booklets upon hire and shall be enrolled in a timely manner.
- 38.07 All issues concerning the pension and insurance plans, including issues of contributions and premiums, and eligibility for benefits shall be determined by the pension and benefit plans providers.

Article 39

Trades

Application

- 39.01 The provision of this Article shall apply to all maintenance classifications.
- 39.02 The Employer shall provide such safety equipment as required by the *Safety Act*.

- 39.03 The Employer shall provide a maximum of two hundred dollars (\$200.00) per year for the purchase of safety boots upon the production of a receipt for the purchase of same.
- 39.04 The Employer shall supply one (1) pair of insulated winter coveralls and one (1) pair of summer coveralls to each employee each year at no cost to the employee.
- 39.05 The Employer shall provide one (1) pair of summer leather gloves and one (1) pair of winter insulated gloves to each employee each year at no cost to the employees.

Adverse Weather Conditions

- 39.06 Except in emergency conditions, the Employer shall not require an employee to work outside under extreme weather conditions.

Tools

- 39.07 Trade employees including Apprentices shall as a condition of their employment provide a tool kit appropriate to their trade to be used in the service of the Employer. The Employer shall have the right to inspect said tool kit to ensure that it is complete and to determine the condition of the tools. Worn or broken tools found to be part of the tool kit will be replaced by the employee. Upon approval of the tool kit the Employer shall:
- (a) When an employee, including an apprentice, presents a worn out or broken tool, which he uses in the regular performance of his work, to the manager for verification, the Employer agrees to replace such tool with a tool of similar quality, at no cost to the employee;
 - (b) When a tool is lost or stolen it shall be replaced by the employee except that the Employer shall assist employees in the purchase of such tools by purchasing them in the Employer's name and selling them to the employee at the Employer's cost price;
 - (c) In situations where highly specialized tools not normally associated with a journeyman's tool kit are required, they will be provided by the Employer, who will retain ownership of them.

Article 40 **Apprentices**

- 40.01 The following are agreed upon terms and conditions of employment for employees engaged as apprentices:
- (a) The *Apprenticeship Trade and Occupations Certification Act* and Regulations thereunder shall apply to all Apprentices. A copy of the applicable regulations shall be supplied to the Apprentice upon appointment;

- (b) The recognized Apprenticeship Training Programs shall be for those trades listed in the "Trades Designation Order" pursuant to the *Apprenticeship Trade and Occupations Certification Act*;
- (c) Pay increases shall not be automatic but will be based upon levels of certification issued by the Supervisor of Apprenticeship Trade and Occupational Certification and shall be effective from the date of certification;
- (d) Apprentice rates will be based on a percentage of the appropriate Journeyman rate as follows:

<u>Four Year Training Programs</u>		<u>Three Year Training Programs</u>	
Year 0-1	55%	Year 0-1	55%
Year 1	60%	Year 1	65%
Year 2	70%	Year 2	75%
Year 3	80%	Year 3	85%
Year 4	90%		

- (e) Upon successful completion of an Apprenticeship program, an employee may be placed in a journeyman position should one be available. In the event that his employment is continued, time spent as an apprentice shall count towards continuous employment;
- (f) Where an Apprentice fails after three (3) attempts to successfully complete a trade training course, a recommendation may be made to the Supervisor of Apprenticeship Trade and Occupational Certification to cancel his contract and the Apprentice may be terminated. However in the event that there is a vacant position which the Employer requires to be filled and the employee has the qualifications for said position he shall be considered for such position.

Article 41

Allowances

Housing Allowance

- 41.01 A probationary employee shall not be entitled to a Housing Allowance until the successful completion of his/her probationary period.
- 41.02 A full-time employee, who lives in his/her own house, or in a house supplied by the Employer and who is paying full economic rent, shall receive a housing allowance of five hundred (\$500) dollars per month.

Settlement Allowance

- 41.03 Settlement allowance will be paid to all Employees at an hourly rate calculated by dividing the annual amount of Settlement Allowance eight thousand five hundred and fifty dollars (\$8,550) by 1,956 hours. The resulting hourly amount of settlement allowance shall be paid to employees for all regular straight-time hours worked. Such allowance shall be paid on the employees regular pay cheque.
- 41.04 The amount of settlement allowance shall be clearly identified on the employees pay stub.

Article 42 **Technological Change**

- 42.01 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 at least one hundred and twenty (120) days notice to the Union of any major technological change in equipment which would result in changes in the employment status or in this Agreement. In addition, the Employer agrees to consult with the Union with a view to resolving problems which may arise as a result of the introduction of such technological change.

- 42.02 In cases where employees may require retraining the Employer will offer training courses at no expense to employees.

Article 43 **Pay for Travel on Behalf of Employer**

- 43.01 Where an employee is required to travel on behalf of the Employer, he shall be paid:
- (a) When the travel occurs on a regular workday, as though he were at work for all hours travelled;
 - (b) When the travel occurs on a day of rest or designated paid holiday, at the appropriate overtime rates for all hours travelled.
- 43.02 For the purpose of this article, hours travelled includes a one (1) hour check-in period at airports, bus depots, or train stations, as well as a one (1) hour check-out period at each overnight stopover and at the final destination. Hours travelled also include time spent waiting for connecting flights, trains or buses, but is exclusive of overnight stopovers.
- 43.03 The Employer will make every reasonable effort to restrict travel outside of the employee's headquarters that requires absence from home beyond a period which includes two (2) weekends.

- 43.04 Where an employee is absent from home on a designated paid holiday or day of rest and does not work, the employee shall receive cash payment at time and one-half (1½) his/her rate of pay or be granted the equivalent leave with pay.
- 43.05 The above entitlements shall not apply to an apprentice while travelling to or from trades school on a day of rest or designated paid holiday or while in attendance at trades school.
- 43.06 Employees travelling on behalf of the Employer shall be reimbursed for reasonable expenses incurred. The Labour/Management shall determine in each individual case what the reasonable expenses are, prior to the employees departure.
- 43.07 If the decision of the Committee is not satisfactory to the employee, he/she will not be required to travel, and the employee will not be reprimanded or discriminated against in any way if they choose not to go.

Article 44

Lay-off and Job Security

- 44.01 The Employer agrees that there shall be no layoff of any employee during the life of this Collective Agreement, except for layoff resulting from lack of work, lack of funding or discontinuance of a function.
- 44.02 Lay-offs will be made, when necessary, on the basis of reverse order of seniority of the affected employees in the classification of work to be so reduced.
- 44.03 An employee, who is continuously laid off for a period of twelve (12) consecutive months, shall be considered terminated from his employment with the Employer..
- 44.04 Before an employee is laid off the Employer shall give an employee, who has completed *six* (6) months of employment with the Employer, three (3) months notice in writing of the effective date of his lay-off or pay in lieu of notice for any portion of this period for which notice was not provided;

Recall

- 44.05 Employees will be recalled from a lay-off on the basis that the employee with the most seniority and qualifications to do the work will be the first recalled to work.
- 44.06 The Employer shall give notice of recall personally or by registered mail.

Where notice of recall is given personally, the Employer shall deliver in duplicate a letter stating that the employee is recalled. In this instance, notice of recall is deemed to be given when served.

Where notice of recall is given by registered mad, notice is deemed to be given three days from the date of mailing.

44.07 The employee shall return to work within ten (10) working days of receipt of notice of recall.

Cooling Off Period - 2 Working Days

44.08 An employee who wilfully 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 two (2) working days. 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.

Article 45
Severance Pay

Layoff

45.01 An employee who has one (1) year or more of continuous employment and who is laid off is entitled to be paid severance pay at the time of layoff in the amount of two (2) weeks of pay for the first year of service and one (1) week for each year of continuous employment after the first year.

45.02 Payment shall be prorated in respect of any period of continuous employment which is less than a complete year.

Death

45.03 If an employee dies, there shall be paid to his estate an amount equal to the product obtained by multiplying his weekly rate of pay immediately prior to death by the number of years of continuous service regardless of any other benefit payable.

Retirement And Termination For Health Reasons

45.04 This clause shall apply to an employee:

(a) who retires and is eligible to receive either a Canada Pension Plan or a Northern Employee Benefits Services retirement pension; or

(b) whose employment is terminated as a result of a recommendation made to the Employer that the employee was incapable of performing his/her duties because of chronically poor health; and

45.05 When employment terminates for either of the reasons stated in Article 45.04, the employee shall be paid severance pay equal to the product obtained by multiplying his/her weekly rate of pay on termination of employment by the number of completed years of his/her continuous employment to a maximum of ~~thirty~~ (30), less any period of continuous employment in respect of which severance pay was previously granted.

- 45.06 When employment terminates for either of the reasons stated in Article 45.04, the employee shall have the right to waive his/her entitlement to severance pay and, in lieu thereof, be granted an equivalent period of leave with pay.

Article 46 **Statement of Duties**

- 46.01 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 statement of duties of the position to which he is assigned.
- 46.02 Upon written request, an employee shall be entitled to a complete current statement of duties and responsibilities.

Article 47 **No Contracting Out**

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

Article 48 **Civil Liability**

- 48.01 If an action or proceeding is brought against any employee or former employee covered by this Agreement for an alleged tort committed by him in the performance of his duties, then:
- (a) The employee, upon being served with any legal process, or upon receipt of any action or proceeding as herein before referred to, being commenced against him must advise the Manager of any such notification or legal process;
 - (b) The Employer shall pay any damages or costs awarded against any such employee in any such action or proceedings and all legal fees;
 - (c) The Employer shall pay any sum required to be paid by such employee in connection with the settlement of any claim made against such employee provided the conduct of the employee which gave rise to the action did not constitute a wilful breach or negligence of his duty as an employee;
 - (d) Upon the employee notifying the Employer in accordance with paragraph (a) above, the Employer shall appoint counsel;
 - (e) Nothing in this section will interfere with the right of the Employer to defend itself or the employee.

Article 49
Promotional Opportunities

49.01 A probationary employee shall be eligible to participate in job competitions in the same manner as non-probationary employees, within the Employer.

Article 50
Education and Training

50.01 The Labour/Management Committee will develop training options for programs and funding for all employees to be implemented, as funds are available.

50.02 Employees will be eligible for employment related courses, and leave with pay to take the course, upon the employee's request and with Employer's approval and funding availability.

50.03 Where the employee requests to enrol in personal development courses, the Employer will reimburse the employee for the costs of such courses upon the employee's successful completion of the courses.

50.04 Educational leave with full financial assistance may be granted to permanent employees to attend courses relevant to their job requirements, to a maximum of five (5) days per year, upon written application by the employee to the Manager, if the Manager so recommends.

In the event that a longer period of leave is deemed desirable by the Manager, additional leave may be granted at the discretion of the Board with full or partial financial assistance.

50.05 Any employee that receives such leave with full or partial assistance granted takes that leave with the understanding that upon conclusion of his/her leave, he/she will continue employment with the Employer for at least *six* (6) months, or he/she will reimburse the Employer for the full amount of any financial assistance and /or wages he/she received while on such leave.

50.06 The Employer will make every reasonable effort to accommodate educational leave requests.

50.07 All leave taken under this Article shall be charged to special leave.

Article 51
Bilingual Bonus

51.01 Employees, who are not assigned duties of translation and interpretation in their job descriptions and who are required by the Employer to use both English and Inuktitut shall receive a bilingual bonus of one thousand two hundred dollars (\$1,200.00) per year.

Article 52
Credit for Previous Experience

- 52.01 Wage rates for rehired employees shall be established as follows:
- (a) for an employee who has been employed with the Employer for one (1) year and who returns to work with the Employer after an absence of not less than two (2) years, one hundred percent (100%) credit;
 - (b) the Employer may grant a greater amount of credit for previous experience than specified in (a) above.

Article 53
Union Representation

- 53.01 The Employer agrees to allow a Union representative to make formal presentations to the Board when the Union has requested, and the Manager has agreed (at least two (2) days prior to the Board meeting) to add the Union to the meeting agenda.

Article 54
Social Justice Fund

- 54.01 The Employer shall contribute one cent (1¢) per hour worked to the PSAC Social Justice Fund and such contribution will be made for all hours worked by each employee in the bargaining unit, commencing on the date that the PSAC Social Justice Fund receives charitable status from the Canada Customs and Revenue Agency. Contributions to the Fund will be made quarterly, in the middle of the month immediately following completion of each fiscal quarter year, and such contributions remitted to the PSAC National Office. Contributions to the Fund are to be utilized strictly for the purposes specified in the Letters Patent of the PSAC Social Justice Fund.

Article 55
Re-opener of Agreement and Mutual Discussions

Re-Opener Of Agreement

- 55.01 This Agreement may be amended by mutual consent.

Mutual Discussions

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

Article 56

Duration and Renewal

- 56.01 The term of the Agreement shall be from April 1, 2006 to March 31, 2008. The provisions of this Agreement shall take effect on the date of ratification of this Agreement unless another date is stated in the Agreement. The pay schedules contained in Appendix A shall apply from the date specified on each schedule.
- 56.02 Notwithstanding Article 56.01, the provisions of this Agreement, including the provisions for grievance and arbitration in Article 34, shall remain in effect during the negotiations for its renewal, and until either a new collective agreement becomes effective, or until the provisions of Section 89(1) of the *Canada Labour Code* have been met.
- 56.03 Either party to this Agreement may, within the period of four (4) months immediately preceding the date of expiration of the term of this Agreement, by written notice, require the other party to this Agreement to commence collective bargaining with a view to the conclusion, renewal or revision of this Agreement in accordance with Section 49(1) of the *Canada Labour Code*.
- 56.04 Where notice to bargain collectively has been given under Article 56.03, the Employer shall not alter the rates of pay or any term or condition of employment or any right or privilege of the employees, or any right or privilege of the Union until a renewal or revision of this Agreement has been concluded, or until the provisions of Section 89(1) of the *Canada Labour Code* have been met, unless the Union consents to the alteration of such a term or condition, or such a right or privilege.

Appendix A Hourly Rates of Pay

Effective April 1, 2006

<u>Classification / Position</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Tenant Relations Officer II	23.76	24.45	25.19	25.93	26.73	27.59
Tenant Relations Officer I	19.03	19.54	20.15	20.75	21.38	22.05
Clerk Typist II	19.38	19.88	20.43	20.98	21.62	22.25
Clerk Typist I	15.18	15.59	16.03	16.44	16.95	17.45
Finance Officer	23.79	24.51	25.25	26.00	26.78	27.59
Maintenance Technician	22.56	23.20	23.88	24.58	25.28	26.03
Housing Maintenance Foreman	27.37	28.28	29.25	30.13	31.03	31.96
Housing Maintenance Serviceman	27.24	25.90	26.47	27.26	28.09	28.93
Painter	25.64	26.47	27.37	28.19	29.03	29.91
Oil Burner Mechanic, Warehouseman	27.37	28.28	29.25	30.13	31.03	31.96
Carpenter	28.28	29.25	30.82	31.75	32.71	33.69
Plumber, Electrician	29.00	30.02	31.07	32.00	32.97	33.96
Labourer	16.84	17.35	17.87	18.40	18.96	19.53

Effective April 1, 2007

<u>Classification/ Position</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Tenant Relations Officer II	24.73	25.46	26.23	26.99	27.83	28.72
Tenant Relations Officer I	19.81	20.34	20.98	21.60	22.26	22.95
Clerk Typist II	20.18	20.70	21.27	21.84	22.51	23.16
Clerk Typist I	15.80	16.23	16.69	17.11	17.64	18.16
Finance Officer	24.76	25.51	26.29	27.07	27.88	28.72
Maintenance Technician	23.48	24.16	24.86	25.59	26.31	27.09
Housing Maintenance Foreman	28.49	29.44	30.45	31.36	32.30	33.27
Housing Maintenance Serviceman	28.36	26.96	27.56	28.38	29.24	30.12
Painter	26.69	27.56	28.49	29.35	30.22	31.13
Oil Burner Mechanic, Warehouseman	28.49	29.44	30.45	31.36	32.30	33.27
Carpenter	29.44	30.45	32.09	33.05	34.05	35.07
Plumber, Electrician	30.19	31.25	32.35	33.31	34.32	35.35
Labourer	17.53	18.06	18.61	19.16	19.73	20.33

Pay Provisions

Qualifications for Office Employees

<u>Classification</u>	<u>Qualification</u>
Tenant Relations Officer II	Grade 12, and three years work related experience.
Tenant Relations Officer I	Less than Grade 12 and less than the required experience for the II Level
Typist II	Completion of a recognized course in Secretarial Arts with two years experience and the ability to type a minimum of forty (40) words per minute.
Typist I	A minimum of Grade 10 with a typing course.

Note: The Percent (100% or 80%) represents the differential between classification levels in the same classification series.

Qualifications for Maintenance Employees

Housing Maintenance Foreman

Foremen who possess a valid Housing Maintenance Serviceman Journeyman Trades Certificate will be paid in accordance with the rates provided in Schedule II. Foremen, who are apprenticing in the Housing Maintenance Serviceman Trade, shall be paid as follows:

Year 1	60% of level 3
Year 2	70% of level 3
Year 3	80% of level 3

Foremen who possess a valid Journeyman Trades Certificate, in a trade other than the Housing Maintenance Serviceman trade, will receive over and above their designated trade, an additional five hundred dollars (\$500.00) per year for each full-time employee he supervises. This will be converted to an hourly rate and will be either increase or decreased depending on the number of supervised staff working during a pay period.

Housing Maintenance Serviceman, Painter, Oil Burner Mechanic, Camenter, Plumber, Electrician

Employees who have a journeyman trades certificate applicable to their classification shall be paid in accordance with the rates provided in Appendix 'A' pay step one.

Apprentices shall be paid the appropriate percentage provided in Article 38 of this Agreement, of step one of their applicable trade as provided in Appendix 'A'.

Performance Increments for Office Employees

An employee holding a position for which there is a minimum and maximum rate of pay may be granted increases in pay until he reaches the maximum for the position. Such pay increases are dependent on satisfactory performance of the duties of the position by the employee and shall not be granted to the employee until the Employer certifies that the employee is so performing the duties of his position.

For the purpose of such pay increases, the performance of the employee must be reviewed annually.

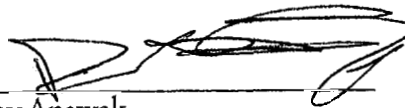
Pay increments, which are recommended by the Employer, shall be granted on the anniversary date of each year.

Employees will be entitled to only one performance increment annually.

Where the Employer intends to recommend to withhold a pay increment from an employee, he shall, at least two (2) weeks and not more than six (6) weeks before the due date for the pay increment to the employee, give the employee notice in writing of his intention to do so. If such notice of denial is not given, the pay increment shall be implemented on the due date.


Signed at Rankin Inlet, Nunavut on May 4, 2006 by the parties:

Rankin Inlet Housing Association

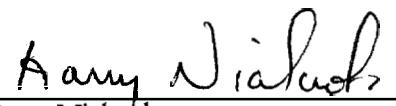


Darcy Anawak
Board Member

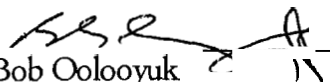
Public Service Alliance of Canada



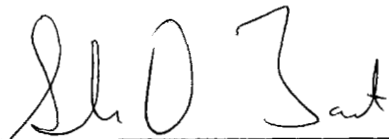
Jean-François Des Lauriers
Regional Executive Vice-president – North



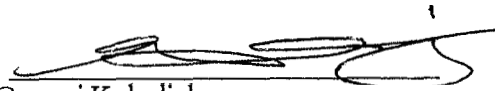
Harry Niakrok
Manager



Bob Oolooyuk
Committee Member



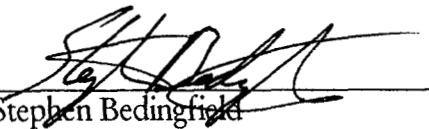
Glenn Tait
Negotiator



Goretta Kaludjak
Committee Member

not available

Janice Seto
NEU Local 4 Representative



Stephen Bedingfield
Negotiator

