

DATABANK

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Collective Agreement

between

Kugluktuk Housing Association

and

Public Service Alliance of Canada
As Represented by Its Agent
Nunavut Employees Union

Effective From: April 1, 2001
To: March 31, 2003

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10/50(02)

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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 Kugluktuk Housing Association will be efficiently sewed. Accordingly the parties are determined to establish, within the framework provide by law, an effective working relationship at all levels in which members of the Bargaining Unit are employed.

Article 2
Interpretations and Definitions

- 2.01 For the purpose of this Agreement:
- (a) "Agreement" means this Collective Agreement;
 - (b) "Alliance" means the Public Service Alliance of Canada;
 - (c) "Allowance" means compensation payable to an employee in addition to his regular remuneration payable for the performance of the duties of his position;
 - (d) "Anniversary date" means the anniversary of the employee's first date of continuous employment and such date shall be designated as the date when an employee may be entitled to move across the pay level to the next increment subject to a satisfactory performance appraisal;
 - (e) "Association" means the Kugluktuk Housing Association;
 - (f) "Bargaining Unit" means all employees of the Association except the Secretary-Manager and the Maintenance Manager;
 - (g) "Casual employee" means an employee employed by the Employer for work of a temporary nature. A casual employee is a member of the Bargaining Unit;
 - (h) "Common-law spouse" means a person with whom an employee has a conjugal relationship determined by common law. This relationship is said to exist when, for a continuous period of at least one year, the employee has lived with that person, publicly represented that person to be their spouse,

and lives and intends to continue to live with that person as if that person were their spouse;

- (i) "Continuous employment" and "continuous service" means uninterrupted employment with the Employer.

Where an employee ceases to be employed for a reason other than dismissal, abandonment of position or rejection on probation, and is re-employed within a period of six months, his periods of employment for purposes of sick leave, vacation entitlement and travel benefits shall be considered as continuous employment with the Employer;

- (j) "Day of Rest" in relation to an employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of his position other than by reason of his being on leave of absence;

- (k) "Demotion" means the appointment of an employee for reasons of unsatisfactory performance, misconduct, incompetence or incapacity to a new position for which the maximum pay is less than that of his former position;

- (l) "Dependent" means a person residing with the employee who is the employee's spouse, common-law spouse, child, step-child, adopted child who is under twenty-one years of age and dependent upon him for support, or being twenty-one years of age or more and wholly dependent upon him for support by reason of mental or physical infirmity;

- (m) "Division" means either the Maintenance section or the Administration section of the Association;

- (n) "Employee" means a member of the bargaining unit;

- (o) "Employer" means the Association;

- (p) "Fiscal Year" means the period of time from April 1 of one year to March 31 of the following year;

- (q) "Grievance" means a difference which arises between the Union and the Employer and/or between an employee(s) and the Employer relating to the interpretation, application or administration of this Agreement including any question as to whether a matter is arbitrable; disciplinary action resulting in demotion, suspension, or a financial penalty (including the withholding of an increment); or dismissal;

- (r) "Holiday" means the twenty-four (24) hour period commencing at 12:01 a.m. of the day designated as a paid holiday in this Agreement;

- (s) "Layoff" means an employee whose employment is terminated because of lack of work, or because of the discontinuance or reallocation of a function;

- (t) "Leave of Absence" means absence from duty with the Employer's permission;
- (u) "Maintenance Manager" means the manager of the maintenance division of the Association;
- (v) The expression "may" is permissive and the expressions "shall" and "will" are imperative;
- (w) "Membership fees" means the fees established pursuant to the By-Laws of the Union as fees payable by the members of the Bargaining Unit, and shall not include any taxable benefits;
- (x) "Overtime" means work performed by an employee in excess of or outside of his regularly scheduled hours of work;
- (y) "Part-time employee" means a permanent employee who has completed the probationary period and who is employed by the Employer in a position with normally scheduled hours of work each week which are less than the normal hours of work scheduled in a week for full-time employees;
- (z) "Permanent employee" means an employee employed in a position designed as a regular full-time or part-time position by the Employer and who has completed the probationary period;
- (aa) "Probation" means a period of nine (9) months from the day upon which an employee is first appointed to the Association or a period of six (6) months after an employee has been transferred or promoted. The termination of an employee during his nine (9) month probation shall not be grievable. If an employee does not successfully complete his probationary period on transfer or promotion the Employer will make every reasonable effort to appoint him to a position comparable to the one from which he was transferred or promoted;
- (bb) "Promotion" means the appointment of an employee to a new position with a rate of pay which exceeds that of his former position;
- (cc) "Representative" means an employee who has been elected or appointed as a steward or who represents the Union at meetings with management and who is authorized to represent the Union;
- (dd) "Secretary-Manager" means the Secretary-Manager of the Association;
- (ee) "Seniority" means length of service with the Employer;
- (ff) "Transfer" means the appointment of an employee to a new position that does not constitute a promotion or demotion;

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

(hh) "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 Where the masculine gender is used it shall be considered to include the female gender unless any provision of this Agreement otherwise specifies.

Article 3

Recognition

3.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees as described in the Certification Order issued by the Canada Labour Relations Board dated February 4, 1993 as amended on October 2, 1998.

Article 4

Application

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

Discrimination

4.02 The Employer, the Union and the employees agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee by reason of age, sex, race, creed, colour, national origin, political or religious affiliation, or by reason of union membership or activity. Any affirmative action policy that may be put in place shall not be considered discriminatory.

Article 5

Sexual Harassment

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

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

5.03 The Employer shall, after consulting with employees, create a policy concerning sexual harassment. The Employer shall make every person employed by the Employer aware of this policy. This policy shall be posted.

Article 6

Workplace Violence

- 6.01 Every employee is entitled to employment free of workplace violence.
- 6.02 The Employer shall make every reasonable effort to ensure that no employee is subjected to workplace violence.
- 6.03 The Employer shall, after consulting with employees, create a policy concerning workplace violence. The Employer shall make every person employed by the Employer, as well as all tenants of the Employer, aware of this policy. This policy shall be posted.

Article 7

Future Legislation

- 7.01 In the event that any law passed by the Parliament of Canada or the Legislative Assembly of Nunavut renders null and void or alters any provision of this Agreement, the remaining provisions of this Agreement shall remain in effect for the term of this Agreement. When this occurs the 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 provision.

Conflict of Provisions

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

Article 8

Managerial Rights

- 8.01 Except to the extent specifically provided herein, this Agreement in no way restricts the Employer in the management and direction of its operations, employees or business activities.

Article 9

Strikes and Lockouts

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

- 9.02 An employee who participates in any interruption or impeding of work, work stoppage, strike, sit-down, slow-down or any other interference with production may be disciplined by the Employer.
- 9.03 No employee shall be required to cross any picket line at a place of work. No employee shall suffer a loss of pay or benefits as a result of a refusal to cross any picket line at a place of work.

Article 10

Restriction on Outside Employment

- 10.01 When an employee wishes to carry on any business or employment outside his regularly scheduled hours of duty he shall notify the Employer in writing of the nature of such business or employment.
- 10.02 When the Employer desires to prohibit an employee's engagement in business or employment in business outside his regularly scheduled hours of duty, such employee will be notified in writing together with the reason for withholding such permission.
- 10.03 Employees are prohibited from carrying on any business or employment outside their regularly scheduled hours of duty when such business or employment is such that:
- (a) a conflict of duties may develop between an employee's regular work and his outside interest; and
 - (b) certain knowledge and information available only to the Association personnel place the individual in a position where he can exploit the knowledge or information for personal gain.

Article 11

Employer Directives

- 11.01 The Employer shall provide the Union with a copy of all personnel directives, which are intended to clarify the interpretation or application of the Agreement.

Article 12

Union Access to Employer Premises

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

Article 13
Appointment of Representatives

- 13.01 The Employer acknowledges the right of the Union to appoint employees as Representatives. The Union will provide the Employer with written notice of the names of its Representative(s) and alternates within thirty (30) days of their appointment. The Employer shall not be required to deal with any Representative(s) except those named and identified to the Employer through written notice.

Article 14
Time Off for Union Business

Employee Organization Executive Council Meetings, Congress and Conventions

- 14.01 Where operational requirements permit, the Employer will grant reasonable leave without pay to a reasonable number of employees to attend executive council meetings and conventions of the Alliance.

Representatives Training Course

- 14.02 Where operational requirements permit, the Employer will grant reasonable leave without pay to employees who exercise the authority of a Representative on behalf of the Union to undertake training related to the duties of a Representative.

Time-off for Representatives

- 14.03 (a) A Representative shall obtain the permission of his supervisor before leaving his work to investigate a grievance, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld.
- (b) The Representative shall make every reasonable effort to report back to his supervisor before resuming his normal duties.
- 14.04 Where operational requirements permit, the Employer will grant leave without pay for one (1) employee:
- (a) to participate as a delegate to constitutional conferences or other similar forums mandated by territorial legislation; and
- (b) to present briefs to commissions, boards and hearings that are mandated by territorial legislation or the Federal Government and whose area of interest is of concern to organized labour.

Contract Negotiations Meetings

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

Leave for Elected Officers

- 14.06 Employees elected to the positions of President, 1st Vice President, 2nd Vice President, Regional Vice President of the Union or P.S.A.C. National Director for the North shall be granted a leave of absence for the term of the office. The employee's seniority shall be maintained but will not accrue during the leave of absence. At the conclusion of the leave of absence, the employee **will** return to the same or a comparable position to that which he held at the commencement of the leave. Sick leave credits earned prior to the leave will be credited to the employee and other applicable benefits will be re-instituted with the Employer.

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

- 14.07 Upon reasonable notification the Employer shall grant leave without pay to a Union representative seconded for a minimum period of one week to serve as President of the Union on a temporary basis.

Article 15
Check-off

- 15.01 The Employer shall, as a condition of employment, deduct membership fees from the pay of all employees in the Bargaining Unit.
- 15.02 The Union shall inform the Employer in writing of the authorized deduction to be checked off for each employee within the Bargaining Unit.
- 15.03 For the purpose of applying Clause 15.01, deductions from pay for each employee will occur on a biweekly basis.
- 15.04 No employee organization, other than the Union, shall be permitted to have membership fees deducted by the Employer from the pay of the employees in the Bargaining Unit.
- 15.05 The amounts deducted in accordance with Clause 15.01 shall be remitted to the Comptroller of the Alliance by cheque within a reasonable period of time after the deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on his behalf.

- 15.06 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this article except for any claim or liability arising out of an error committed by the Employer.
- 15.07 The Employer agrees to identify annually on each employee's T4 slip the total amount of Union dues deducted for the preceding year.
- 15.08 Membership in the Union shall be voluntary.

Article 16

Information

- 16.01 The Employer agrees to provide the Union on a monthly basis with information concerning the identification of each member in the Bargaining Unit. This information shall consist of the employee's name, address, job title, employment status, rate of pay and social insurance number.

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

- 16.02 The Union and the Employer shall share equally in the costs associated with the printing and distribution of the Agreement. The Union will facilitate said printing and distribution within sixty (60) days of signing of this Agreement.
- 16.03 The Employer shall make available to each employee a copy of the Agreement.
- 16.04 The Employer shall provide each new employee with a copy of this Agreement upon his appointment.
- 16.05 The Employer shall provide the Union with a report of all newly created positions, including those excluded from the Bargaining Unit.

Article 17

Provision of Bulletin Board Space and Other Facilities

- 17.01 The Employer shall provide bulletin board space in the Association shop clearly identified for the exclusive use of the Union.
- 17.02 The Employer shall, upon availability, 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 conducting of business relating to the Bargaining Unit.
- 17.03 A representative of the Union shall have the right to an employee orientation course to make a presentation of up to fifteen (15) minutes. There shall be no disciplinary action taken against the employees if the orientation exceeds fifteen (15) minutes. The representative of the Union shall be granted leave with pay.

Article 18

Seniority

- 18.01 Seniority is defined as the length of service with the Employer, and shall be applied on a bargaining unit wide basis.
- 18.02 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 months.

Article 19

Designated Paid Holidays

- 19.01 The following days are designated paid holidays for employees covered by this Agreement:
- (a) New Year's Day;
 - (b) Good Friday;
 - (c) Easter Monday;
 - (d) the day fixed by proclamation of the Governor in Council for the celebration of the Birthday of the Sovereign;
 - (e) Canada Day;
 - (f) the first Monday in August, or another day fixed by Order of the Commissioner;
 - (g) Labour Day;
 - (h) the day fixed by Order of the Commissioner as a general day of Thanksgiving;
 - (i) Remembrance Day;
 - (j) Christmas Day;
 - (k) Boxing Day;
 - (l) Up to one (1) additional day will be observed when proclaimed by the Mayor of the Hamlet of Kugluktuk;
 - (m) one additional day when proclaimed by an act of Parliament as a national holiday, and any special day proclaimed by the Government of Canada or the Commissioner of Nunavut.

19.02 The above days designated as holidays do not apply to an employee who is absent without pay on both the working day immediately preceding and the working day following the designated paid holiday.

Holiday Falling on a Day of Rest

19.03 When a day designated as a holiday under Clause 19.01 coincides with an employee's day of rest, the holiday shall be moved to the employee's first working day following his day of rest.

19.04 When a day designated as a holiday for an employee is moved to another day under the provisions of Clause 19.03:

(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.

19.05 An employee who is required 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:

(a) one and one-half (1½) times his hourly rate for the first four (4) hours; and

(b) for all remaining hours two (2) times the hourly rate;

(c) or shall be given a holiday and pay at some other time convenient to him/her and the Employer that is not later than his next annual vacation or the termination of his employment, whichever occurs first.

19.06 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 or leave.

19.07 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 regular rate of wages for the time worked by him on that day.

Article 20
Leave – General

20.01 During the month of May in each year the Employer shall inform each employee of the Association the balance of his special, sick and vacation leave credits as of the 31st day of March.

- 20.02 All applications for leave shall be in writing. When the Employer rejects an employee's application for leave, the reasons for the rejection shall be provided to the employee in writing.
- 20.03 An employee's request for any leave shall be responded to by the Secretary-Manager, or designate, as soon as the Secretary-Manager, or designate, can practically do so. But, in any case shall be responded to within two (2) weeks of application being received.
- 20.04 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.
- 20.05 The Employer shall ensure that current and accurate leave and attendance records are maintained on all employees.

Article 21

Vacation Leave

Accumulation of Vacation Leave

- 21.01 (a) For each month of a fiscal year in which an employee receives ten (10) days pay, he shall earn Vacation Leave at the following rates:
- (i) one and one-quarter ($1\frac{1}{4}$) days each month (15 working days per annum) until the month in which the anniversary of the second (2nd) year of continuous service is completed; thereafter,
 - (ii) one and two-thirds ($1\frac{2}{3}$) days each month (20 working days per annum) commencing in the month after completion of two (2) years of continuous service;
 - (iii) two and one-twelfth ($2\frac{1}{12}$) days each month (25 working days per annum) commencing in the month after completion of twelve (12) years of continuous service;
 - (iv) two and one-half ($2\frac{1}{2}$) days each month (30 working days per annum) commencing in the month after completion of seventeen (17) years of continuous service.
- (b) For employees employed after June 5, 2001 for each month of a fiscal year in which an employee receives ten (10) days' pay, he shall earn Vacation Leave at the following rates:
- (i) five-sixth ($\frac{5}{6}$) day each month (10 working days per annum) until the month in which the anniversary of the second (2nd) year of continuous service is completed; thereafter

- (ii) one and one-quarter (1 $\frac{1}{4}$) days each month (15 working days per annum) commencing in the month after completion of two (2) years of continuous service;
 - (iii) one and two-thirds (1- $\frac{2}{3}$) days each month (20 working days per annum) commencing in the month after completion of ten (10) years of continuous service;
 - (iv) two and one twelfth (2- $\frac{1}{12}$) days each month (25 working days per annum) commencing in the month after Completion of fifteen (15) years of continuous service;
 - (v) two and one-half (2 $\frac{1}{2}$) days each month (30 working days per annum) commencing in the month after completion of twenty (20) years of continuous service.
- (c) The accumulated service for part-time employees shall be counted for the improved vacation leave entitlements in paragraphs 21.01(a)(ii), (iii) and (iv), and paragraphs 21.01(b)(ii), (iii), (iv) and (v) above.

Granting: of Vacation Leave

21.02 In granting vacation leave with pay to an employee, the Employer shall make every reasonable effort to:

- (a) grant the employee his vacation leave during the fiscal year in which it is earned at a time specified by him;
- (b) grant the employee vacation leave for at least up to five (5) consecutive weeks depending upon his vacation entitlements when so requested by the employee;
- (c) to grant the employee his vacation leave when specified by the employee providing that the employee gives the Employer two (2) weeks advance notice;
- (d) not recall an employee to report for work after he has proceeded on vacation leave;
- (e) 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.

21.03 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; or
- (b) is granted special leave with pay because of illness in the immediate family; or

(c) is granted sick leave on production of a medical certificate

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

21.04 In the event that an employee returns to work later than anticipated due to a delay of the aircraft, weather conditions, or mechanical failure of land travel vehicles, additional vacation leave days earned but not used shall be granted to the employee. In the event that the employee does not have any earned vacation days remaining, he shall be granted leave without pay.

21.05 Due to emergency operational requirements the Employer may alter an employee's vacation period unless:

(a) the employee has made non-refundable deposits in anticipation of his vacation; or

(b) the employee's spouse has arranged a vacation period, which coincides with the employee.

Carry Over Provisions

21.06 Employees are not permitted to carry over more vacation credits than can be earned in one (1) fiscal year. Vacation leave credits exceeding one (1) year entitlement will be liquidated in cash in the month of May. The Employer shall liquidate in cash any unused vacation credits if an employee requests this option after the completion of fiscal year end, March 31, payment may be made during the month of May.

Leave When Employment Terminates

21.07 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 at their request any vacation leave earned but not used by him before the employment is terminated by layoff.

21.08 An employee whose employment is terminated by reason of a declaration that he abandoned his position is entitled to receive payment for any earned but unused vacation leave. 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

21.09 For permanent employees to receive Vacation Travel Assistance, the following must be adhered to:

- (a) Employees who have completed nine (9) months of continuous employment are entitled to one (1) Vacation Travel Assistance each fiscal year;
- (b) Each employee must declare in a notarized statement the dependent status and that this benefit is not provided to the employee's dependents by the Commissioner or by another Employer;
- (c) Employees are entitled to Vacation Travel Assistance under 21.09(a) for their dependents, two years of age or older, as defined in Article 2.01(l);
- (d) An employee applying for Vacation Travel Assistance must provide proof that at least two (2) days of vacation leave have been approved;
- (e) Vacation Travel Assistance must be paid in the year in which it is earned. If an employee's application for vacation leave has been denied by the Employer, the employee shall be paid the entitlement to Vacation Travel Assistance with fifteen (15) days or by the next March 31" whichever is latest.

21.10 Vacation Travel Assistance shall be:

- (a) Employee - \$1000
- (b) Spouse or first dependant - \$1000
- (c) Second and subsequent dependants - \$900

to a maximum of \$4700 per employee.

21.11 Part-time employees shall receive this benefit prorated by their normal scheduled hours of work.

Travel Time

21.12 Every employee who is proceeding on vacation leave and who has requested Vacation Travel Assistance shall have their vacation lengthened by two (2) workdays for the purposes of travel time, and monies for these two (2) days shall be paid prior to the Employees vacation period. This provision shall only be taken once per fiscal year, and cannot be carried forward from year to year.

21.13 An employee's travel time entitlement shall be granted for each Vacation Travel Assistance entitlement provided an equal number of days annual leave are used in conjunction with an application for travel time. In cases where a designated paid holiday falls within the period of annual leave, it shall be considered a day of used leave for determining the entitlement to travel time.

21.14 An employee shall not be granted travel time during his first nine (9) months of employment with the Association.

Article 22 **Special Leave**

Credits

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

- (a) one-half ($\frac{1}{2}$) day for each calendar month in which he received pay for at least ten (10) days, or
- (b) one-quarter ($\frac{1}{4}$) 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.

22.02 For the purposes of this Article, immediate family is defined as an employee's father, mother, brother, sister, spouse, common-law spouse, child, adopted child, stepchild, foster child, father-in-law, mother-in-law, grandchildren, grandparents, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or any relative permanently residing in the employee's household or with whom the employee permanently resides.

- (a) The Employer shall grant special leave earned with pay for a period of five (5) consecutive days when there is a death in the employee's immediate family.
- (b) The Employer shall grant special leave earned with pay for a period of one (1) day:
 - (i) when an employee is to be married;
 - (ii) where a member of the immediate family becomes ill (not including childbirth) and the employee is required to care for his dependents or for the sick person;
 - (iii) where special circumstances not directly attributable to the employee prevent his reporting to duty, including:
 - 1) serious household or domestic emergencies;
 - 2) a transportation tie-up caused by weather if the employee make every reasonable effort to report for duty including in the event that an employee is weathered-out while on the land or out of town;

- 3) serious community emergencies, where the employee is required to render assistance.

- 22.03 The Employer may grant special leave in excess of five (5) consecutive working days for the purposes listed in Clause 22.02.
- 22.04 An employee shall be granted special leave with pay up to a maximum of one (1) working day on the occasion of the birth of his child. An employee shall be granted special leave with pay up to a maximum of one (1) working day on the occasion of the adoption of a child. This leave may be divided into two (2) parts and taken on separate days.
- 22.05 **All** permanent employees shall be entitled to take one (1) day of special leave in each fiscal year at his discretion. Two days written advance notice must be given to the Employer.

Advance of Credits

- 22.06 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 conditions and deduction of such advance leave from any special leave credits subsequently earned.
- 22.07 An employee shall be entitled to up to fifteen (15) days civic leave without pay, not to be deducted from any leave credits, each year to serve as members of community councils, public boards and committees and to actively participate in sporting events at the Regional, Territorial, Interprovincial, National and International levels (this includes the Arctic Winter Games), and Search and Rescue activities.

Casual Leave

- 22.08 Employees may be granted casual leave with pay to a maximum of two hours for medical, dental, legal and school appointments.

Article 23 **Sick Leave**

Credits

- 23.01 An employee shall earn sick leave credits at the rate of one and one-quarter (1%) days for each calendar month for which he receives pay for at least ten (10) days.
- 23.02 Subject to (a) 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 the absence on account of illness is less than one-half day and the employee has been on duty for at least two (2) hours.

- 23.03 Where leave of absence without pay is authorized for any reason, or an employee is laid-off and the employee returns to work upon expiration of such leave of absence or layoff, he shall earn sick leave credits for each month in which he received pay for at least ten (10) days and shall retain any unused sick leave existing at the time of layoff or commencement of leave without pay.
- 23.04 In circumstances where sick leave would be authorized, but the employee has insufficient or no sick leave credits he may be granted, at the discretion of the Employer, sick leave in advance to a limit of ten (10) days. If the employee dies, or is laid off before authorized unearned sick leave has been liquidated, no recovery shall be made from the employee's estate.
- 23.05 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, in accordance with Article 24.02.
- 23.06 (a) Employees will be eligible for paid sick leave providing he reports the sickness within two (2) hours of having to report to work to the Secretary-Manager or his designate.
- (b) Employees are required to produce a certificate from a qualified medical practitioner after being absent from work for three (3) consecutive days due to illness; and for each day after a total of nine (9) days sick leave has been taken in one fiscal year, certifying that such employee is unable to carry out his duties due to illness.
- (c) Employees must sign a statement for any sick leave claimed, stating that because of illness or injury, he was unable to perform his duties.
- (d) All sick leave shall be approved by the Secretary-Manager or his designate.
- (e) If the Employer believes that an employee may have improperly used sick leave benefits in any manner, the Employer may require the employee to provide a certificate from a qualified medical practitioner for any future absences certifying that such employee was unable to carry out his duties due to illness. If the employee does not provide this certificate as required, he shall not receive sick leave pay regardless of sick leave credits accrued.
- (f) Employees are not eligible for sick leave with pay for any period during which he is on leave of absence without pay, laid off or under suspension.

Travel Time

- 23.07 Every employee who is proceeding to a medical centre will be granted leave of absence with pay to be charged against his sick leave credits for the lesser of one (1) day or the actual time taken to travel from his post to a point of departure and return upon the production of a medical certificate.

Article 24

Other Types of Leave

Court Leave

- 24.01 Leave of absence with pay shall be given to every employee, other than an employee on leave of absence without pay or under suspension, who is required:
- (a) to serve on a jury, or jury selection process; or
 - (b) by subpoena or summons to attend as a witness in any court proceeding.

Injury-on-Duty Leave

- 24.02 (a) The Employer shall pay an employee the balance of his day's pay for the first day of an injury covered by the Workers' Compensation Board.
- (b) While the parties are awaiting the decision of the Workers' Compensation Board as to the compensability of an injury, the employee shall use his sick leave credits. If the injury is not compensable there shall be no return of the sick leave credits used by the employee. If the injury is compensable, the employee shall reimburse the Employer for the amount of sick leave pay received and the Employer shall credit the employee with the sick leave credits used.

Pregnancy or Parental Leave

- 24.03 (a) An employee, or employee's spouse who becomes pregnant, shall notify the Employer of her pregnancy at least 15 weeks prior to the expected date of termination of her pregnancy; and, subject to (b)(ii) of this Article, shall, eleven (11) weeks before the expected date of the termination of her pregnancy, be granted leave without pay for a period ending not later than twenty-six (26) weeks after the date of the termination of her pregnancy.
- (b) The Employer shall:
- (i) upon written request from the employee, defer the commencement of pregnancy or parental leave without pay of an employee or terminate it earlier than twenty-six (26) weeks after the date of the termination of the pregnancy;
 - (ii) grant maternity leave without pay to an employee to commence earlier than eleven (11) weeks before the expected termination of the pregnancy.
- (c) The Employer may where pregnancy or parental leave without pay is requested, require an employee to submit a medical certificate certifying pregnancy.

- (d) Leave granted under this Clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay.
- (e) After completion of six (6) months of continuous employment, an employee who provides the Employer with proof that she has applied for or is in receipt of employment insurance benefits shall be paid a pregnancy allowance.
- (f) An applicant under Clause 24.03(e) shall sign an agreement with the Employer providing:
 - (i) 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;
 - (ii) that she will return to work on the date of the expiry of her pregnancy or parental leave, unless this date is modified with the Employer's consent.
- (g) Should the employee fail to return to work as per the provisions of Clause 24.03(f), the employee recognizes that she is indebted to the Employer for the amount of pregnancy allowance received.
- (h) In respect of the period of pregnancy, payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:
 - (i) for the first two (2) weeks, payments equivalent to ninety-three percent (93%) of her weekly rate of pay; and
 - (ii) for the next fifteen (15) weeks, payments shall be equivalent to the difference between the employee's weekly employment insurance benefits and ninety-three (93%) percent of her weekly rate of pay.
- (i) (i) For a full-time employee the weekly rate of pay referred to in Clause 24.03(h), shall be the weekly rate of pay to which she is entitled as of the day immediately preceding the commencement of the pregnancy or parental leave;
 - (ii) For a part-time employee the weekly rate of pay referred to in Clause 24.03(h), shall be the prorated weekly rate of pay to which she is entitled. This amount of entitlement shall be determined by averaging the employee's weekly earnings over a period of six (6) months continuous employment immediately preceding the commencement of the pregnancy or parental leave.
- (j) Where an employee becomes eligible for an annual increment or pay raise during the period of maternity leave, payments under Clause 24.03(h) shall be adjusted accordingly.

- (k) The employee has no vested right to this allowance except for supplementation of Employment Insurance benefits as provided in this Article.
- (l) Payments in respect of any other remuneration or severance pay benefits are not reduced or increased by payments received under this Article.
- (m) When a pregnant employee produces a statement from her physician that her working conditions may be detrimental to her health or that of the fetus, the Employer will either change those working conditions where that is reasonable within operational requirements or allow the employee to take leave of absence without pay for the duration of her pregnancy.
- (n) An employee shall be eligible for sick leave in the event that illness or disabilities arise related to the pregnancy.

Adoption Leave

- 24.04 An employee shall be entitled to pregnancy leave under 24.03 when the employee adopts a child.

Article 25

Hours of Work

- 25.01 The workweek shall consist of five (5) workdays from Monday to Friday of seven and one-half (7½) consecutive hours between the hours of 8:30 a.m. and 5:00 p.m. exclusive of a one (1) hour lunch period.
- 25.02 Employees shall be entitled to a rest period with pay of fifteen (15) minutes duration commencing on or about mid-morning and shall be entitled to a rest period with pay of fifteen (15) minutes duration commencing on or about mid-afternoon.
- 25.03 Provided sufficient advance notice is given, and with the approval of the Employer, employees may exchange overtime or standby shifts if there is no increase in costs to the Employer.

Article 26

Overtime

- 26.01 In this Article:
- (a) "Overtime" means the work performed by an employee in excess of his regularly scheduled hours of work;
 - (b) "Straight time" means the hourly rate of remuneration;
 - (c) "Time and One-half" means one and one-half times the straight time rate;

- (d) "Double time" means twice the straight time rate.
- 26.02 An employee who is required to work overtime shall be paid overtime compensation for all overtime worked subject to a minimum payment of one (1) hour at the overtime rate.
- 26.03 (a) When an employee is required or permitted to work in excess of his regularly scheduled hours of work, he shall be paid for overtime at time and one-half for all hours worked.
- (b) Double time shall be paid for all hours of overtime worked after the first four consecutive hours of overtime and for all hours worked on a second or subsequent day of rest, provided the days of rest are consecutive.
- 26.04 When overtime compensation is paid, the pay statement shall indicate the pay period, rate of overtime and the number of overtime hours.
- 26.05 If an employee is required to work overtime, is called out, or is required to report to work as reporting pay, and they remain past 11:00 p.m. and provided that they have worked a minimum of four (4) hours, they shall not be required to report to work the following morning. For this time employees will be granted lieu time with no notice required.
- 26.06 Employees may choose to accumulate up to seventy-five (75) hours of banked time in lieu of payment of overtime. All overtime in excess of seventy-five (75) hours must be paid as overtime pay. Time off in lieu of overtime shall be taken at a time that is mutually agreed to in advance by the employee and the Association.

Article 27

Pay

- 27.01 Employees are entitled to be paid for services rendered for the position to which they are appointed and at the pay rates specified in the attached Rates of Pay schedule.
- 27.02 Employees shall be paid biweekly every second Thursday. Payment will be by cheque, or by direct deposit at the Employee's request, provided that the employee has an account at the same bank as the Association.
- 27.03 Where paycheques, pay stubs, T4 information slips, and any other employee-specific pay and benefit items are distributed to employees at their place of work, they shall first have been placed in sealed envelopes. Pay stubs shall show the employee's name, the pay period being paid, the particulars of wages, allowances and benefits paid, the deductions taken from the pay, and the employee's net pay.

Acting Pay

- 27.04 (a) When an employee is designated in writing by the Employer to perform the duties of a higher classification level on an acting basis for a period of at least five (5) days, the employee shall be paid acting pay calculated from the date upon which the employee commenced to act. Acting pay shall be an additional ten (10%) percent of the employee’s hourly wage, for all hours worked.
- (b) 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

- 27.05 When an employee is appointed to a new position he shall be paid:
 - (a) if the appointment constitutes a promotion at the rate nearest to but not less than his former rate of pay;
 - (b) (i) if the appointment constitutes a transfer, at the rate nearest to, but not less than his former rate of pay; or
 - (ii) where the employee agrees to accept a transfer to a position, the maximum rate of pay of which is less than his present rate of pay. The employee will continue to receive his normal rate of pay, which will be red-circled. When the maximum rate of pay of his new position exceeds the red-circled amount, he shall then follow the pay scale for the new position at the maximum amount.
- 27.06 (a) Notwithstanding the provisions of Clause 27.01, when a position is converted or, where as a result of audit or review, a converted position is found to be over-classified and the maximum salary payable in the new range is less than the maximum salary of the incumbent of that position, he shall be paid as the present incumbent of that position in a holding range which will permit him to be paid at a salary which will be nearest to and not less than his present maximum salary.
- (b) Where an employee accepts a transfer or training that would put him in a position nearer to the position before it was reclassified, he shall continue to be paid in the holding range.
- (c) For purposes of this Article, a present incumbent is an employee who, subject to the above provisions, continues to receive the annual and negotiated increases for the range of the position before it was reclassified downwards.

- 27.07 Pay increments shall be granted to employees on their anniversary day of each year upon a satisfactory performance appraisal until such time that they have reached the maximum pay level for their position.

Pay Recovery

- 27.08 (a) Where an employee, through no fault of his own, has been overpaid the Secretary-Manager will advise the employee in writing of the overpayment and of the Employer's intention to recover the overpayment. Prior to said recovery, the Employer and the employee shall discuss the pay recovery and the Employer shall devise an acceptable recovery schedule. But, in any event, the recovery shall not be in excess of twenty percent (20%) of the employee's net earnings per pay period.
- (b) When deductions are made, the Employer shall provide an itemized statement of the purpose and amount of each deduction.
- (c) If more than two (2) years have passed since the overpayment, there shall be no recovery of the overpayment.

Reporting Pay

- 27.09 (a) Unless the employee is told not to report to work, if an employee reports to work on his regularly scheduled shift and there is a change in his shift assignment he shall be entitled to four (4) hours of work. When no work is available he shall receive compensation of four (4) hours pay at the straight time rate.
- (b) Unless the employee is told not to report to work, if the employee reports to work on his regularly scheduled shift and there is insufficient work available he is entitled to four (4) hours of work. When no work is available he shall receive compensation of four (4) hours pay at the straight time rate.
- (c) If an employee is directed to report for work on a day of rest or on a day designated as a paid holiday, and there is insufficient work available, he shall be entitled to two (2) hours of work at the appropriate overtime rate. When no work is available he shall receive compensation of two (2) hours pay at the appropriate overtime rate.
- (d) If an employee is directed to report for work outside of his regularly scheduled hours, he shall be paid the greater of:
- (i) compensation at the appropriate overtime rate; or
 - (ii) compensation equivalent to one (1) hour pay at the straight time rate.

Call-back Pay

- 27.10 When an employee is recalled to a place of work for a specific duty, he shall be paid the greater of:
- (a) compensation at the appropriate overtime rate; or
 - (b) compensation equivalent to four (4) hours pay at the straight-time rate.

Standby

- 27.11
- (a) When the Employer requires an employee to be available for standby duty the employee shall be paid a standby payment for each day on standby duty. The standby payment shall be \$15 per day Monday through Friday, and \$20 per day Saturday, Sunday and designated paid holidays.
 - (b) A mobile radio telephone system will be made available for those employees on standby duty.
 - (c) An employee on standby duty shall report for work as quickly as possible after being called. No standby pay shall be paid if an employee on standby duty does not report for work when called.
 - (d) In designating employees for standby duty the Employer will attempt 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. Except in the case of an emergency, standby duty schedules shall be posted fourteen (14) days in advance of the starting date of the new schedule.
 - (e) An employee on standby duty who is required to report for work shall be paid, in addition to the standby pay, the appropriate overtime rate for all hours worked, subject to a minimum payment of one (1) hour's pay at time and one-half (1½) each time he reports for work.
 - (f) Employees who are on standby and who are required to bring an Employer vehicle home between November 1 and April 30 shall be paid an allowance of \$5 per night.

Severance Pay

- 27.12
- (a) An employee who has one 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.
 - (b) Payment shall be prorated in respect to any period of continuous employment, which is less than a complete year.

- (c) 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.

Article 28

Pay for Travel on Behalf of Employer

- 28.01 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 straight time rates for all hours travelled.
- 28.02 For the purpose of this Article, hours travelled include a one (1) hour check-in 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.
- 28.03 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.
- 28.04 When an employee is absent from home on a designated paid holiday or day of rest and does not work, the employee shall receive equivalent leave with pay to be arranged at a mutually suitable time.
- 28.05 The above entitlements shall not apply to an apprentice while travelling to or from trade school on a day of rest or designated paid holiday or while in attendance at trade school.

Article 29

Duty Travel

- 29.01 Employees travelling on behalf of the Employer shall be reimbursed for expenses incurred according to the Employer's Duty Travel policy.

Article 30

Education and Training

- 30.01 Employees will be eligible for employment related courses, and leave with pay to take the courses, upon the employee's request, and upon receiving approval of the Secretary-Manager.

- 30.02 Where an employee enrolls in a personal development course, which is subsequently approved by the Secretary-Manager, the Association will reimburse the employee for the course fees upon successful completion of the course.

Article 31

Classification

- 31.01 During the term of this Agreement, if a new or revised classification standard is implemented by the Employer, the Employer shall, before applying the new or revised classification standard, negotiate with the Union the rates of pay and the rules affecting the pay of employees for the classification affected. If the parties fail to reach agreement within thirty (30) days from the date on which the Employer submits the new or revised standard to the Union, the Employer may apply the new rates of pay and the Union may refer the matter to arbitration. The arbitrator's decision will be retroactive to the date of application of the new rates.
- 31.02 Where an employee believes that he has been improperly classified with respect to his position or category, group or level, he shall discuss his classification with his immediate supervisor and, on request, be provided with a copy of his statement of duties before he files a grievance.

Article 32

Statement of Duties

- 32.01 When an employee is first hired the Employer shall provide the employee with a written Statement of Duties.
- 32.02 Upon written request an employee shall be entitled to a current Statement of Duties including the position's classification level.

Article 33

Vacancies, Job Posting, Promotions and Transfers

- 33.01 All vacancies for positions that are expected to be of more than six (6) months duration and every newly created position shall be posted for a minimum of five (5) full working days on the Union notice board. The job posting shall state the job classification, rate of pay, and required qualifications of the job. An employee desiring a position must make application in writing within the posting period to the Secretary-Manager.
- 33.02 Seniority shall be the governing factor in determining promotions, demotions, order of layoff (within the specified classification) and order of recall, and filling of jobs after posting, providing that the most senior employee possesses the required qualifications and ability to perform the normal requirements of the job.
- (a) Ability to do the job means ability to perform the normal requirements of the job following an appropriate familiarization period or following an

appropriate training and trial period of four (4) months duration. If at the end of this four (4) month period it is determined that the employee is unable to adequately perform the duties of the new position 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.

- (b) Within the four (4) month familiarization period as specified in (a) above, the employee may notify the Employer of his desire to revert to his former position. The Employer shall facilitate this request within a reasonable period of time.

33.03 In filling job vacancies, including promotions, transfers, and new positions, the job shall be awarded within fifteen (15) working days of the closing date of the posting, or such other date that the Employer indicates on the notice.

33.04 No employee shall be transferred to a position outside the Bargaining Unit without his consent. Such transfers will not exceed six (6) months. An employee shall be entitled to all rights and benefits contained in the Agreement for the duration of this transfer.

33.05 No employee shall be transferred to another position within the Bargaining Unit without his consent.

33.06 New employees shall not be hired when there are employees on layoff who are qualified to perform the job.

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

Article 34

Employee Performance Review and Employee Files

34.01 (a) 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 and may use the grievance procedure in Article 35 to correct any factual inaccuracies in his performance appraisal.

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

- 34.02 The Employee 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 provision of a copy thereof, at the time of filing.
- 34.03 Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee, shall be destroyed after eighteen (18) months has elapsed since the disciplinary action was taken provided that no further disciplinary action of a similar nature has been recorded during this period.
- 34.04 Upon request of an employee the personnel file of that employee shall be made available for examination at reasonable times in the presence of an authorized representative of the Employer. Employees shall be allowed to make and retain copies of any documents on their personnel file.

Article 35

Adjustment of Disputes

- 35.01 Grievances shall be settled according to the following procedures for adjustment of disputes and arbitration.

Representation

- 35.02 If he so desires, an employee may be assisted and represented by the Union when presenting a grievance at any level.
- 35.03 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.
- 35.04 An employee shall have the right to present a grievance on matters relating to the application or interpretation of this Agreement provided he first obtains the authorization of the Union prior to presenting such a grievance.
- 35.05 The Union shall have the right to initiate and present a grievance to any level of management specified in the grievance procedure related to the application or interpretation of this Agreement on behalf of one or more members of the Union.
- 35.06 An employee may, by written notice to the Secretary-Manager, withdraw a grievance provided that, where the grievance is one arising out of the application or interpretation of this Agreement his withdrawal has the endorsement, in writing, of the Union

Procedures

- 35.07 An employee or the Union who wishes to present a grievance at any prescribed level in the grievance procedure shall transmit this grievance in writing to the Secretary-Manager who shall forthwith:
- (a) forward the grievance to the representative of the Association authorized to deal with grievances at the appropriate level; and
 - (b) provide the employee and the Union with a receipt stating the date on which the grievance was received by him.
- 35.08 Except as otherwise provided in this Agreement a grievance shall be processed by recourse to the following steps:
- (a) First Level (first level of management)
 - (b) Second Level (Secretary-Manager)
 - (c) Final Level (Arbitration)
- 35.09 The Employer shall designate a representative at each level of the grievance procedure and shall inform all employees of the person so designated.
- 35.10 The Union shall have the right to consult with the Secretary-Manager with respect to a grievance at each or any level of the grievance procedure.
- 35.11 A grievance of an employee or the Union shall not be deemed to be invalid by reason only of the fact it is not in accordance with the form supplied by the Association.
- 35.12 The Employer shall have the right to initiate a grievance, which shall be filed directly with the President of the Union. Onus placed upon the Employer throughout this article shall be placed upon the Union in this instance and the same time limits shall apply.
- 35.13 No proceedings under this article are invalid by reason of any defect of form or any technical irregularity.

Time Limits

- 35.14 The time limits stipulated in this procedure are mandatory. They may be extended by mutual agreement between the Association and the employee, and where appropriate, the Union representative.
- 35.15 A grievance may be presented at the First Level of the procedure in the manner prescribed in clause 35.07 within twenty-five (25) calendar days.

- 35.16 The Employer shall reply in writing to a grievance within fourteen (**14**) calendar days at First Level, or within thirty (30) calendar days at Second Level.
- 35.17 An employee or the Union may present a grievance at each succeeding level in the grievance procedure beyond the First Level,
- (a) where the decision or settlement is not satisfactory to the griever, within fourteen (14) calendar days after that decision or settlement has been conveyed in writing to him by the Association; or
 - (b) where the Association has not conveyed a decision to the griever within the time prescribed in clause 35.16 within fourteen (14) calendar days after the day the decision was due.

Dismissal

- 35.18 No employee shall be dismissed without first being given notice in writing together with the reasons thereof. When the Employer dismisses an employee the grievance procedures shall apply except that the grievance may be presented at the Second Level within thirty (30) calendar days after the employee receives his notice of dismissal.

Arbitration

- 35.19 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement including any question as to whether a matter is arbitrable, or where an allegation is made that a term or condition of this Agreement has been violated, either of the parties may, after exhausting the grievance procedure in this article, notify the other party in writing within twenty-one (21) days of the receipt of the reply at the Second Level, of his desire to submit the difference or allegation to arbitration.
- 35.20 (a) The parties agree that arbitration referred to in clause 35.19 shall be by a single arbitrator.
- (b) If an arbitrator is not available for a hearing date within thirty (30) days of the date on which notification by either party to submit the difference to arbitration was made, another name will be proposed by each party until a mutually agreed upon arbitrator is found to hear the parties within the above mentioned thirty (30) day period.
 - (c) In the event that the Association 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.
- 35.21 (a) The Arbitrator has all of the powers granted to arbitrators under the *Canada Labour Code*, Part I in addition to any powers, which are contained in this Agreement.

- (b) The arbitrator shall hear and determine the difference or allegation and shall issue a decision and that decision is final and binding upon the parties and upon any employee affected by it.
 - (c) The award of the arbitrator shall be signed by him and copies thereof shall be transmitted to the parties to the dispute.
- 35.22 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.
- 35.23 The Association and the Union shall each pay one-half of the remuneration and expenses of the Arbitrator and each party shall bear its own expenses of every such arbitration.
- 35.24 Where a party has failed to comply with any of the terms of the decision of the Arbitrator, either party or employee affected by the decision may, after the expiration of thirty (30) calendar days from the date of the release of the decision or the date provided in the decision for compliance, whichever is later, file in the office of the Clerk of the Federal Court of Canada, a copy of the decision, exclusive of the reason therefore in the prescribed form, whereupon the decision may be entered in the same way as the judgement or an order of that court and may be enforceable as such.
- 35.25 In addition to the powers granted to arbitrators under the *Canada Labour Code* the Arbitrator may determine that the employee has been dismissed for other than proper cause and he may:
- (a) direct the Employer to reinstate the employee and pay to the employee a sum equal to his wages lost by reason of his dismissal, or such less sum as in the opinion of the Arbitrator is fair and reasonable; or
 - (b) make such order as he considers fair and reasonable having regard to the terms of this Agreement.

Article 36

Casual Employees

- 36.01 Casual employees and student employees shall receive the following benefits:
- (a) in lieu of vacations, vacation pay at four (4%) percent added to each cheque;
 - (b) designated paid holidays as specified in Article 19;
 - (c) casual maintenance employees shall be entitled to a boot allowance after they have worked 1000 hours a year in accordance with Article 37.04.

36.02 Casual employees and student employees shall not be entitled to:

- (a) Article 14;
- (b) Article 18;
- (c) Article 21;
- (d) Article 22;
- (e) Article 23;
- (f) Articles 24.01, 24.04;
- (g) Article 27.12;
- (h) Articles 43.01 through 43.07.

36.03 Casual employees will not be employed in place of hiring a full-time permanent employee.

Article 37 **Trades**

37.01 The provisions of this Article apply to all Maintenance employees.

37.02 Tradesmen must be certified in the trade area for which they are employed as a condition of continuing employment.

Adverse Weather Conditions

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

37.04 All maintenance employees including apprentices shall, upon production of receipts, be reimbursed up to \$200 for the purchase of work boots, to be paid biannually in each odd-numbered year.

Article 38 **Tools**

38.01 The Employer agrees to replace worn out or broken tools used and owned by Journeymen and Apprentices in the regular performance of their work. Whenever replacement is made the new tool will be of a similar quality as the replaced tool. 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. The Employer shall assist employees in the purchase of tools and equipment used in the performance of their duties to the extent that employees

shall be able to purchase these tools and equipment through the Association at the Association's cost price.

Article 39 **Apprentices**

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

- (a) The *Apprentices and Tradesmen Act* and pursuant Regulations shall apply to all Apprentices employed. A copy of the current Regulations shall be made available to the apprentice upon appointment;
- (b) Pay increases shall not be automatic but will be based upon levels of certification issued by the Apprentices Branch and shall be effective from the date of certification;
- (c) Apprentices rates will be based on a percentage of the appropriate journeyman's rate as follows:

Three Year Training Programs

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

- (d) The Employer will pay the Apprentice his normal wages and benefits, less any amounts received by the employee as outside training allowances, as a last resort. However, in order to prevent any cash flow problems which the employee may experience, the Employer will pay the full normal wages and benefits subject to the employee assigning the said training allowances to the Employer;
- (e) Where an Apprentice fails to complete his training to the certified level in accordance with the provisions of the *Apprentices and Tradesmen Act* for his trade, the Employer may, in its sole discretion, terminate the employment of the Apprentice. All Apprentices must, as a condition of continuing employment, become certified tradesmen in their trade area.

Article 40 **Personal Use of Property and Equipment**

40.01 Subject to insurance requirements and following obtaining the permission from the Secretary-Manager, employees shall be allowed to use the property and equipment of the Employer for personal use at no cost. Any tools or equipment damaged or broken while being used to repair personal property and equipment shall be repaired or replaced by the employee.

Article 41

Technological Change

- 41.01 Both parties recognize the overall advantages of technological change. Both parties will therefore encourage and promote technological change and improvements.
- 41.02 With this in view, and recognizing the extensive lead time required for the selection, installation and providing of sophisticated equipment, the Employer agrees to provide as much advance notice to the Union of any major technological change in equipment which would result in changes in the employment status or in this Agreement.
- 41.03 In cases where employees may require retraining the Employer will offer training courses at no expense to employees.

Article 42

Contracting Out

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

Article 43

Layoff and Job Security

- 43.01 Layoffs will be made, when necessary, on the basis of seniority within specified classifications.
- 43.02 In order to minimize the adverse effects of layoff, the Employer will provide retraining when practicable.
- 43.03 A person ceases to be on layoff if he is not appointed to a position within twelve (12) months from the date on which he became a layoff.
- 43.04 Before an employee is laid off:
 - (a) each such employee shall be given notice in writing of the effective date of his layoff as far in advance as is possible subject to a minimum of three (3) months;
 - (b) every employee subject to layoff shall, during the three (3) month period of notice, be granted reasonable leave with pay for the purpose of being interviewed and examined by a prospective employer and to such additional leave with pay as the Employer considers reasonable for the employee to travel to and from the place where his presence is so required.
- 43.05 Recall from a layoff will be made on the basis of seniority within specified classifications.

- 43.06 The Employer shall give notice of recall personally or by registered mail.
- (a) 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.
 - (b) Where notice of recall is given by registered mail, notice is deemed to be given ten (10) working days from the date of mailing.
- 43.07 The employee shall return to work within ten (10) working days of receipt of notice of recall, unless on reasonable grounds he is unable to do so.

Cooling: Off Period – 2 Working Days

- 43.08 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 a discharge, effective the date that the employee sought to return to work, and may be grieved as a discharge.
- 43.09 The Employer shall not dismiss, suspend, layoff, demote or otherwise discipline an employee on the grounds that garnishment proceedings may be or have been taken with respect to an employee.

Article 44
Allowan

Settlement Allowance

- 44.01 Settlement Allowances were rolled into wages on April 1, 1997.

Housing Allowance

- 44.02 Each permanent employee who does not live in subsidized social housing shall be paid a housing allowance at the rate of \$3.07 per hour up to the maximum of their scheduled weekly hours of work for their classification group.

Eligible employees must complete a housing allowance application to be processed and approved in a manner prescribed by the Employer.

Article 45
Pension and Insurance Plans

- 45.01 The Northern Employee Benefits Services *Pension Plan* is a term or condition of employment for all permanent employees.

- 45.02 The Northern Employee Benefits Services *Basic Group Life Insurance, Accidental Death and Dismemberment, Dependents Insurance, Long Term Disability and Weekly Indemnity* plans are terms or conditions of employment for all permanent employees.
- 45.03 The Northern Employee Benefits Services *Extended Health Cure and Dental Insurance* plans are optional plans available to each individual permanent employee.
- 45.04 The Northern Employee Benefits Services employee counselling service is available to all permanent employees.

Article 46

Re-opener of Agreement and Mutual Discussions

Re-opener of Agreement

- 46.01 This Agreement may be amended by mutual consent between the Employer and the Union.

Mutual Discussions

- 46.02 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 47

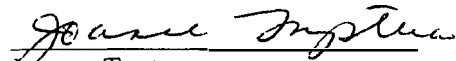
Duration and Renewal

- 47.01 The term of this Agreement shall be from April 1, 2001 to March 31, 2003.
- 47.02 Notwithstanding Clause 47.01, the provisions of this Agreement, including the provisions for the adjustment of disputes in Article 35, shall remain in effect during the negotiations for its renewal, and until either a new Agreement becomes effective, or until the provisions of Section 89(1) of the *Canada Labour Code* have been met.
- 47.03 Either party to this collective agreement may, within the period of four (4) months immediately preceding the date of expiration of the term of this collective agreement, by written notice, require the other party to this collective agreement to commence collective bargaining with a view to the conclusion, renewal or revision of this agreement in accordance with Section 49 of the *Canada Labour Code*.
- 47.04 Where notice to bargain collectively has been given under Clause 47.03, 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 collective 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.


SIGNED at Kugluktuk Nunavut June 3, 2001 by the Negotiating Committees:

Kugluktuk Housing Association


Agnes Egotak
Board Member



Joanne Taptuna
Secretary-Manager

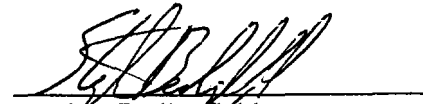

Fred Cornelssen
Maintenance Manager

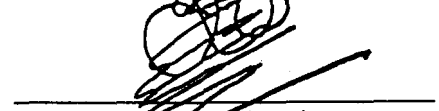

Glenn Tait
Negotiator

Public Service Alliance of Canada


Peter Ihumatak
Committee Member


Danny Klengenber
Committee Member


Stephen Bedingfield
NEU Service Officer


Jean-Francois Des Lauriers
Regional Executive Vice-president
For the North, P.S.A.C.

Schedule A
Rates of Pay

(Effective April 1, 2001)

ADMINISTRATION

<u>Job Title and</u> <u>Weekly Hours</u>	<u>Pay Range</u>					
	1	2	3	4	5	6
Finance Officer (37.5 hour week)	26.69	27.40	28.16	28.95	29.79	30.66
Tenant Relations Officer (37.5 hour week)	23.57	24.13	24.73	25.34	26.00	26.69
Secretary (37.5 hour week)	20.00	20.43	20.86	21.34	21.82	22.34

MAINTENANCE

Maintenance Coordinator (37.5 hour week)	26.45	26.51	27.62	28.23	28.85	29.48
Housing Maintenance Serviceman (37.5 hour week)	24.30	24.84	25.39	25.95	26.52	27.10

Housing Maintenance Serviceman Apprentice
(37.5 hour week)

1st year	60%	14.58
2nd year	70%	17.01
3rd year	80%	19.44

Custodial 18.76
(37.5 hour week)

Casual Maintenance 15.00
(37.5 hour week)

Casual Administration 15.00
(37.5 hour week)

Student Helper 11.77
(37.5 hour week)

Note: **All** employees employed as of June 5, 2001 shall maintain their existing rates of pay.

Schedule A
Rates of Pay

(Effective April 1, 2002)

ADMINISTRATION

<u>Job Title and</u> <u>Weekly Hours</u>	<u>Pay Range</u>					
	1	2	3	4	5	6
Finance Officer (37.5 hour week)	27.22	27.95	28.72	29.53	30.39	31.27
Tenant Relations Officer (37.5 hour week)	24.04	24.61	25.22	25.85	26.52	27.22
Secretary (37.5 hour week)	20.40	20.84	21.28	21.77	22.26	22.79

MAINTENANCE

Maintenance Coordinator (37.5 hour week)	26.98	27.04	28.17	28.79	29.43	30.07
Housing Maintenance Serviceman (37.5 hour week)	24.79	25.34	25.90	26.47	27.05	27.64
Housing Maintenance Serviceman Apprentice (37.5 hour week)						
1st year	60%	14.87				
2nd year	70%	17.35				
3rd year	80%	19.83				
Custodial (37.5 hour week)		18.76				
Casual Maintenance (37.5 hour week)		15.00				
Casual Administration (37.5 hour week)		15.00				
Student Helper (37.5 hour week)		11.77				

Note: All employees employed as of June 5, 2001 shall maintain their existing rates of pay.

MEMORANDUM OF UNDERSTANDING

Between

KUGLUKTUK HOUSING ASSOCIATION
(the Employer)

And

PUBLIC SERVICE ALLIANCE OF CANADA
As represented by its agent, Nunavut Employees Union
(the Union)

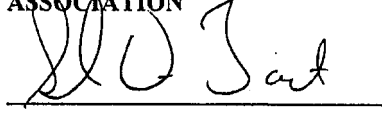
RE SMOKE FREE WORKPLACE

The Kugluktuk **Housing** Association shall be smoke-free effective August 7, 2001

The Employer will, investigate the possibility of having outside agencies provide sessions for employees who want to quit smoking.

DATED in Kugluktuk, Nunavut June 5 , 2001

**KUGLUKTUK HOUSING
ASSOCIATION**



**PUBLIC SERVICE ALLIANCE
OF CANADA**

