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**COLLECTIVE AGREEMENT**

BETWEEN

**TASIURQTIT HOUSING ASSOCIATION**

AND

**PUBLIC SERVICE ALLIANCE OF CANADA**

(as represented by its component)

**NUNAVUT EMPLOYEES UNION**

EFFECTIVE:           **APRIL 1, 2010**  
EXPIRES:             **MARCH 31, 2013**

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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 Association, 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 | DEFINITIONS**

- 2.01 For the purpose of this Agreement:
- (a) "Abandonment of position" occurs when, excluding extenuating circumstances, an employee is absent without leave and has not, directly or indirectly contacted the Association within five (5) working days.
  - (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) "Association" means the Tasiurqtit Housing Association.
  - (e) "Bargaining Unit" means all employees of the Association excluding the Secretary Manager.
  - (f) "Committee" means the Labour/Management Committee.
  - (g) A "common-law spouse" relationship is said to exist when, for a continuous period of at least one year, an employee has lived with a person, publicly represented that person to be his spouse, and lives and intends to continue to live with that spouse as if that person were his spouse.
  - (h) "Continuous Employment" and "Continuous Service" means uninterrupted employment with the Association; and
    - (i) with reference to re-appointment of a lay-off his employment in the position held by him at the time he was laid off, and his

employment in the position to which he is appointed shall constitute continuous employment;

- (ii) Where an employee ceases to be employed for a reason other than dismissal, abandonment of position, or rejection on probation, and is re-employed within a period of three (3) months, his periods of employment for purposes of sick leave, vacation leave and travel benefits shall be considered as continuous employment with the Association.
- (i) "Day of Rest" in relation to an employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of his position other than by reason of his being on leave of absence.
- (j) "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.
- (k) "Dependant" means a person who is:
  - (i) an employee's spouse (including common law);
  - (ii) an employee's child, step-child, and adopted child who is under nineteen (19) years of age and dependant upon the employee for support;
  - (iii) an employee's child, step-child, and adopted child who is nineteen (19) years of age or over and wholly dependant upon the employee by reason of mental or physical disability; or
  - (iv) any other relative of the employee who is wholly dependant upon the employee for support by reason of mental or physical disability.
- (l) "Employee" means a person employed by the Association 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 continuous basis less than a standard work day, week or month for an indeterminate period.
  - (iii) "Casual Employee" means a person employed by the Association for work of a temporary nature not to exceed six (6) continuous months.

- (m) "Employer" means the Association.
- (n) "Fiscal Year" means the period of time from April 1, in one year to March 31, in the following year.
- (o) "Designated Paid Holiday" means the twenty-four (24) hour period commencing at 12:01 A.M. at the beginning of a day designated as a paid holiday in this Agreement.
- (p) "Lay-Off" means an employee whose employment has been terminated because of lack of work, the discontinuance of a function, or lack of funding.
- (q) "Lieu time" means the equivalent leave with pay taken in lieu of a cash payment.
- (r) "Manager" means the Secretary Manager of the Association.
- (s) "May" shall be regarded as permissive and "Shall" and "Will" as imperative.
- (t) "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.
- (u) "Overtime" means work performed by an employee before or after or in excess or outside of his regularly scheduled hours of work. For part-time employees, overtime means all hours worked in excess of the regular hours of work for a full-time employee in the same position.
- (v) "Probation" means a period of six (6) months from the day that an employee is first employed by the Association (the initial probationary period) or a period of four (4) months after an employee has been transferred or promoted. If an employee does not successfully complete his probationary period on transfer or promotion, he shall be returned to the position held before the transfer or promotion, or by mutual consent of the Association and the employee, to a position at an equivalent classification and pay level.
- (w) "Promotion" means the appointment of an employee to a new position, the maximum rate of pay of which exceeds that of his former position.
- (x) "Rates of Pay"
  - (i) "daily rate of pay" means an employee's hourly rate of pay multiplied by the employee's daily hours of work as set out in Article 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).
  
- (y) "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.
- (z) "Transfer" means the appointment of an employee to a new position that does not constitute a promotion or demotion.
- (aa) "Union" means the Public Service Alliance of Canada as represented by its agent the Nunavut Employees Union.
- (bb) "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, Code or Regulations.
- 2.03 Where the masculine gender is used, it shall be considered to include the feminine gender unless any provision of this Agreement otherwise specifies.

### **ARTICLE 3 - RECOGNITION**

- 3.01 The Association recognizes the Union as the exclusive bargaining agent for all employees in the bargaining unit.
- 3.02 The Association will advise prospective employees that the Association is a unionized workplace.
- 3.03 All employees covered by the 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 commence employment. They shall maintain membership as a continuing condition of employment.

### **ARTICLE 4 - APPLICATION**

- 4.01 The provisions of this Agreement apply to the Union, the employees and the Association.
- 4.02 Part-time employees shall be entitled to all eligible benefits provided under this Agreement in the same proportion as their weekly hours of work compare to the standard work week.

#### **Printing of Collective Agreement**

- 4.03 The Association and the Union shall share equally the costs associated with the printing and distribution of the Agreement. The Union will facilitate said printing and distribution.
- 4.04 If an Inuktitut version of this Agreement is requested, the Union and the Association will share equally all costs associated with the translation of this Agreement. In the case of any dispute between the versions of this Agreement, the English version will govern.

#### **Conflict of Provisions**

- 4.05 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 Association, the provisions of this Agreement shall prevail.

### **ARTICLE 5 - FUTURE LEGISLATION**

- 5.01 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 Agreement shall be re-opened upon the request of either party and negotiations shall commence with a view to finding an appropriate substitute for the annulled or altered provision. Either party may refer any dispute arising from such negotiations to Arbitration.

### **ARTICLE 6 - HUMAN RIGHTS**

#### **Freedom from Discrimination**

- 6.01 The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee by reason of age, sex, race, creed, colour, national origin, political or religious affiliation, marital status (including common-law relationships), family status, sexual orientation, ancestry, ethnic origin, citizenship, pregnancy, lawful source of income, language, criminal offence for which a pardon has been granted, mental or physical disability (except for employment equity purposes) or by reason of union membership or activity, or by exercising their rights under the Agreement.
- 6.02 Affirmative action policies shall be deemed Non-Discriminatory.
- 6.03 The Association shall make every reasonable effort to find alternate employment for an employee who becomes mentally and/or physically disabled.,

#### **Freedom from Harassment**

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

#### **Definitions**



- 6.05 "Personal Harassment" is any unwarranted behaviour by any person that is directed at and is offensive to an individual or endangers an individual's job, undermines the performance of that job, or threatens the economic livelihood of the individual. Such behaviour may take the form of the application of force, threats, verbal abuse, or harassment of a personal nature, which demeans, belittles or causes personal humiliation or embarrassment to recipient(s).
- 6.06 "Sexual harassment" means any conduct, comment, gesture or contact of a sexual nature:
- (a) that might reasonably be expected to cause offence or humiliation; or
  - (b) that might reasonably be perceived as placing a condition of a sexual nature on any aspect of employment or on any opportunity for training or promotion; or
  - (c) that detrimentally affects the work environment or leads to adverse job related consequences for the victim of the harassment and includes, but is not limited to, verbal abuse, unwelcome remarks, jokes and innuendoes about one's body or attire, displaying of pornographic pictures, practical jokes which cause awkwardness or embarrassment, unwelcome invitations or requests, leering, unnecessary physical contact such as touching, patting or pinching or physical assault.
- 6.07 "Abuse of authority" means an individual's improper use of power and authority inherent in the position held, by means of intimidation, threats, blackmail or coercion. This comprises actions which endanger an employee's job, undermine an employee's ability to perform the job or threatens the economic livelihood of an employee. However, it shall not include the legitimate exercise of an individual's supervisory power or authority.
- 6.08 To prevent harassment and other forms of discrimination in the workplace, the Employer shall ensure that policies are in place which addresses:
- the prevention of abuse of staff;
  - appropriate interventions to deal effectively with situations where abuse is either threatened or has occurred;
  - the incident is investigated and if warranted, plans developed to lessen the likelihood of further abusive behaviour;
  - the rights of both the complainant and the persons) against whom the complaint has been lodged; and
  - confidentiality of information.

#### Procedure

- 6.09 A grievance under this Article may be initiated at any level of the grievance procedure. Any level in the grievance procedure may be waived if a person hearing the grievance is the subject of the complaint.
- 6.10 Grievances under this Article will be handled with all possible confidentiality and dispatch by the Union, the employees and the Employer.
- 6.11 An alleged offender shall be given notice of the substance of a complaint under this Article and shall be given notice of and be entitled to attend, participate in, and be represented at any grievance hearing or any adjudication under this Agreement.

#### Freedom from Workplace Violence

- 6.12 Every employee of the Association is entitled to employment free from workplace violence, The Association and the Union do not condone workplace violence.
- 6.13 The Association and the Union shall make every reasonable effort to ensure that no employee of the Association is subjected to workplace violence.
- 6.14 No employee of the Association shall be required to perform work at any worksite under circumstances of workplace violence. The Association shall advise all of its tenants of this.
- 6.15 The Employer agrees to recognize the principles of equal pay for work of equal value.

#### **ARTICLE 7 - STRIKES AND LOCKOUTS**

- 7.01 There shall be no lockout by the Association 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 8 - MANAGERIAL RESPONSIBILITIES**

- 8.01 The Union acknowledges that all management rights and prerogatives are vested exclusively with the Association, 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 Association:
- (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.
- 8.02 Management shall exercise its rights in a manner that is fair, reasonable and consistent with the terms of this Agreement.

### **ARTICLE 9 - RESTRICTION ON OUTSIDE EMPLOYMENT**

- 9.01 Subject to Article 9,02 an employee may carry on any business or employment outside his regularly scheduled hours of duty provided such business or employment does not interfere with his Association duties.
- 9.02 Employees are prohibited from carrying on any business or employment outside their regularly scheduled hours of duty when such business or employment is such that:
- (a) a conflict of duties may develop between an employee's regular work or his outside interests; or
  - (b) certain knowledge and information available only to Association personnel place the individual in a position where he can exploit the knowledge or information for personal gain.

## **ARTICLE 10 - EMPLOYER DIRECTIVES**

- 10.01 The Association shall provide the Union and the Local with a copy of all personnel policies. Where the Association proposes to issue a personnel directive which is intended to clarify the interpretation or application of the Agreement, the Association shall consult with the Union prior to issuing the directives.

## **ARTICLE 11 - UNION ACCESS TO EMPLOYER PREMISES**

- 11.01 Upon reasonable notice, the Association shall permit access to its work premises of an accredited representative of the Union.

## **ARTICLE 12 - APPOINTMENT OF REPRESENTATIVES**

- 12.01 The Association acknowledges the right of the Union to appoint employees as representatives. The Union will provide the Association with the name of its representative within a reasonable period.

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

### Mediation/Conciliation or Arbitration Hearings (Disputes)

- 13.01 The Association will grant leave with pay to a reasonable number of employees to represent the Union before a Mediation/Conciliation or Arbitration hearing.

### Employee called as a Witness.

- 13.02 The Association will grant leave with pay to an employee called as a witness before an Arbitration hearing and where operational requirements permit, leave with pay to an employee called as a witness by the Union.

- 13.03 The Association will grant leave with pay to an employee who is a party to the grievance which is before an Arbitration Board.

### Employee who acts as a Representative

- (a) Where operational requirements permit, the Association will grant leave with pay to the Representative of an employee who is a party to the grievance.

### Employee called as a Witness

- (b) Where operational requirements permit, the Association will grant leave with pay to a witness called by an employee who is a party to the grievance.

- 13.04 Where an employee and his representative are involved in the process of his grievance and where operational requirements permit he or they shall be granted reasonable time off.

Preparatory Contract Negotiations Meeting

- 13.05 The Association will grant leave with pay for two (2) employees to attend preparatory negotiations meetings if such meetings cannot be scheduled outside of working hours.

Contract Negotiations Meetings

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

Time Off For Meeting With Management

- 13.07 The Association will grant time-off to a reasonable number of employees who are meeting with management on behalf of the Union.

Employee Organization Executive Council Meetings, Congress And Conventions

- 13.08 Where operational requirements permit, the Association will grant reasonable leave without pay to a reasonable number of employees to attend executive council meetings and conventions of the Alliance, Nunavut Employees Union, Canadian Labour Congress and Northern Territories Federation of Labour.

Representatives Training Course

- 13.09 Where operational requirements permit, the Association 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

- 13.10 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.
- (a) The Representative shall make every reasonable effort to report back to his supervisor before resuming his normal duties.
  - (b) Where an employee and his representative are involved in the process of a grievance or possible grievance he shall be granted time off with pay.

- 13.11 Where operational requirements permit and upon reasonable notice the Association will grant reasonable leave without pay for employees who:
- (a) participate as a delegate to constitutional conferences or other similar forums mandated by Federal or Territorial legislation; and
  - (b) present briefs to commissions, boards and hearings that are mandated by Territorial legislation or the Federal Government.

Leave For Elected Officers

- 13.12 Employees elected as President, First Vice President, Second Vice President, or Regional Vice President of the Union shall be granted leave of absence without pay for the term of office and shall maintain all accumulated rights and benefits to which they are entitled under the Agreement.
- 13.13 The Association shall continue to pay employees on leave under Clause 13.11 their applicable salary in accordance with the terms of the Agreement. Upon invoice by the Association the Union shall reimburse the Association for the amounts so paid.
- 13.14 The benefits of the bargaining unit shall be extended to employees leave under Clause 13.11 and the Union will reimburse the Association for such costs involved.
- 13.15 Employees on leave under Clause 13.11 shall advise the Association as soon as possible when an extension of the leave of absence is applicable due to re-election.
- 13.16 Upon termination of their leave of absence employees on leave under Clause 13.11 shall be offered as a minimum the position they held with the Association before they commenced the leave of absence. When employees on leave under Clause 13.11 wish to invoke this Clause of the Agreement they shall provide the Association with a three month notice of their intent to do so.
- 13.17 Notwithstanding Clause 13.15, the Association may make an offer of employment to employees on leave under Clause 13.11 to a position inside the Bargaining Unit should the employee bid on a competition and be the successful candidate.
- 13.18 Employees on leave under Clause 13.11 shall not accumulate seniority while on leave without pay.

One Week Secondment

- 13.19 Upon reasonable notification, the Association 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.

#### **ARTICLE 14 - MEMBERSHIP FEES**

- 14.01 The Association 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.
- 14.02 The Alliance shall inform the Association in writing of the Membership Fees to be deducted for each employee within the Bargaining Unit.
- 14.03 For the purpose of applying Clause 14.01, deductions from pay for each employee will occur on a bi-weekly basis.
- 14.04 No employee organization, other than the Alliance, shall be permitted to have Membership Fees deducted by the Association from the pay of the employees in the Bargaining Unit.
- 14.05 The amounts deducted in accordance with Clause 14.01 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.
- 14.06 Where the Employee requests that the Association make payroll deductions for other purposes, and the Employee puts that request in writing, the Association shall make those deductions from the Employee's pay.
- 14.07 The Alliance agrees to indemnify and save the Association 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 Association.
- 14.08 The Association agrees to identify annually on each employee's T-4 slip the total amount of Membership Fees deducted for the preceding year.

#### **ARTICLE 15 - INFORMATION**

- 15.01 The Association 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 Association shall indicate which employees have been recruited or transferred and those employees who have been s track off strength during the period reported.

15.02 The Association shall provide each employee with a copy of the Agreement.

15.03 The Association agrees to provide each new member of the Bargaining Unit with a copy of the Agreement upon his appointment.

#### **ARTICLE 16 - PROVISION OF BULLETIN BOARD SPACE & OTHER FACILITIES**

16.01 The Association shall provide bulletin board space its office and shop dearly identified for exclusive Union use.

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

16.03 The Association may make available to 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.

16.04 Subject to operational requirements, a representative of the Union shall have the right to meet with new employees to make a presentation of up to one-half (1/2) hour. Employees shall be granted leave with pay to attend these meetings.

#### **ARTICLE 17 - DESIGNATED PAID HOLIDAYS**

17.01 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 of the Nunavut
- (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) One additional day when proclaimed by an Act of Parliament as a National Holiday



- (m) additional days when proclaimed by the Hamlet of Whale Cove.
- (n) Nunavut Day

17.02 Clause 17.01 does not apply to an employee who is absent without pay on either the working day immediately preceding or the working day following the Designated Paid Holiday, except with the approval of the Manager.

Designated Paid Holiday Falling On A Day Of Rest

17.03 When a Designated Paid Holiday under Clause 17.01 coincides with an employee's day of rest, the Designated Paid Holiday shall be moved to the employee's first working day following his day of rest.

17.04 When a day designated as a Designated Paid Holiday for an employee is moved to another day under the provisions of Clause 17.03:

- (a) work performed by an employee on the day from which the Designated Paid Holiday was moved shall be considered as work performed on a day of rest; and
- (b) work performed by an employee on the day to which the Designated Paid Holiday was moved, shall be considered as work performed on a designated paid holiday.

17.05 When the Association 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 Designated Paid Holiday:

- (a) time and one half (1/2) for all hours worked; and
- (b) an equivalent amount of lieu time to be taken at a later date convenient to both the employee and the Association.

- 17.06 Where a day that is a Designated Paid Holiday for an employee falls within a period of leave with pay, the Designated Paid Holiday shall not count as a day of leave.
- 17.07 At the request of the employee, and where the operational requirements of the Association permit, an employee shall not be required to work both Christmas and New Year's Day.
- 17.08 An employee who is not required to work on a Designated Paid Holiday shall not be required to work on another day that would otherwise be a non-working day in the week in which the holiday occurs, unless he is paid at a rate at least equal to double his regular wages for the time worked by him on that day.

### **ARTICLE 18 - LEAVE - GENERAL**

- 18.01 When the employment of an employee who has been granted more vacation, sick leave or special leave with pay than he has earned is terminated the employee shall be considered to have earned that amount of leave with pay granted to him provided that:
- (a) an employee's employment is terminated by his death;
  - (b) an employee's employment is terminated by lay-off.
- 8.02 When an employee is in receipt of an extra allowance and is granted leave with pay, he is entitled during his period of leave of absence with pay to continue to receive the allowance.
- 8.03 During the month of May in each year the Association 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.
- 18.04 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;
- 18.05 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 Association.

18.06 When the Association rejects an employee's application for leave, the reasons for the rejection shall, upon the request of the employee, be provided in writing within fourteen (14) days.

18.07 An employee who is on leave of absence without pay is not entitled to receive any pay, benefits or allowances for the period of leave of absence without pay, unless this Agreement specifically provides otherwise.

## **ARTICLE 19 - VACATION LEAVE**

### **Accumulation Of Vacation Leave**

19.01 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:

- (a) one and one-quarter (1 1/4) days each month until the month in which the anniversary of the second (2nd) years of continuous service is completed;
- (b) one and two thirds (1 2/3) days each month commencing in the month after completion of two (2) years of continuous service and ending in the month that seven (7) years of continuous service is completed;
- (c) two and one twelfth (2 1/12) days each month commencing in the month after completion of seven (7) years of continuous service and ending in the month that twelve (12) years of continuous service is completed;
- (d) two and one third (2 1/3) days each month commencing in the month after completion of twelve (12) years of continuous service and ending in the month that seventeen (17) years of continuous service is completed;
- (e) two and one half (2 1/2) days each month commencing in the month after completion of seventeen (17) years of continuous service and ending in the month that twenty-one (21) years of continuous service is completed;
- (f) two and two-thirds (2-2/3) days each month commencing in the month after completion of twenty-one (21) years of continuous service and ending in the month that twenty-five (25) years of continuous service is completed;
- (g) three (3) days each month commencing in the month after completion of twenty-five (25) years of continuous service.

### Granting: Of Vacation Leave

**19.02** In granting vacation leave with pay to an employee, the Association shall make every reasonable effort;

- (a) to schedule vacation leave for all employees in the fiscal year in which it is earned;
- (b) not to recall an employee to duty after he has proceeded on vacation leave;
- (c) to grant the employee his vacation leave during the fiscal year in which it is earned at a time specified by the employee;
- (d) to 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; and
- (e) to grant employees their vacation leave preference, and where as between two or more employees who have expressed a preference for the same period of vacation leave, length of service with the Association will prevail;
  - (i) where operational requirements of the service are such that an employee is not permitted to take his vacation leave during the months of April to September inclusive in one fiscal year, special consideration will be given to his being granted his vacation leave during the months of April to September in the next fiscal year;
- (f) to grant the employee his vacation leave when specified by the employee if the period of vacation

leave is less than a week, providing the employee gives the Association reasonable advance notice.

**19.03** 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 as defined in Clause **20.02**; or
- (b) is granted special leave with pay because of illness in the immediate family as defined in Clause **20.02**; 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 Association or reinstated for use at a later date.

### Carry-Over Provisions

- 19.04 Employees are permitted to carry over one (1) week's vacation leave credits from one fiscal year to the next. Any additional vacation leave credits in excess of one (1) week will be liquidated in cash in the month of March.

### Recall From Vacation Leave

- 19.05 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 Association, that he incurs:

- (a) in proceeding to his place of duty;
- (b) in respect of any non-refundable deposits or pre-arrangements 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 such accounts as are normally required by the Association.

- 19.06 The employee shall not be considered as being on vacation leave during any period in respect of which he is entitled under Clause 19.05 to be reimbursed for reasonable expenses incurred by him.

### Leave When Employment Terminates

- 19.07 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 Association 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.

- 19.08 An employee whose employment is terminated by reason of declaration that he abandoned his position is entitled to receive the payment referred to in Clause 19.07. If after reasonable efforts the Association is unable to locate the employee within two (2) months of termination, his entitlement shall lapse.

### Vacation Travel Assistance

- 19.09 All employees travelling on vacation leave are entitled to transportation assistance once each fiscal year.
- 19.10 Notwithstanding Clause 19.09, an employee shall not receive vacation transportation assistance under this Article during his first six (6) months of employment with the Association.
- 19.11 Vacation transportation assistance provided to employees and their Dependents, if any, shall be eighteen hundred and twenty five dollars (\$1825) each.
- 19.12 Employees, to be eligible for vacation transportation assistance, must make a written request for transportation assistance, along with a request to liquidate at least five (5) days annual leave. The request must be given to the Manager at least ten (10) days prior to the commencement of the annual leave.

### Travel Time

- 19.13 Every employee who is proceeding on vacation leave and who is requesting vacation travel assistance shall be granted, once in each fiscal year, in addition to his vacation leave, and subject to Clause 19.14, two additional days with pay as travel time.
- 19.14 An employee's travel time entitlement will be granted within the established limit when at least an equal number of days annual leave are liquidated 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 as a day of liquidated leave for determining the entitlement of travel time.
- 19.15 Notwithstanding Clause 19.14, an employee shall not be granted travel time under this Article during his first six (6) months of employment with the Association.
- 19.16 When a pay period falls during the time when an employee is on annual leave, that employee will be issued a post dated cheque for that pay period prior to his going on annual leave.

## **ARTICLE 20 - SPECIAL LEAVE**

### Credits

- 20.01 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 (1/4) day for each calendar month in which he received pay for less than ten (10) days.

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

- 20.02 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, foster child, grandparent, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, aunts, uncles, son-in-law, daughter-in-law, niece, nephew and any relative permanently residing in the employee's household or with whom the employee permanently resides.
- 20.03 The Manager shall grant special leave for a period of up to five (5) consecutive working days when there is a death in the employee's immediate family. Special leave in excess of five (5) consecutive working days may only be granted with the Association's approval.
- 20.04 The Manager shall grant special leave of three (3) days when an employee is to be married.
- 20.05 The Manager may grant special leave for a period of up to five (5) consecutive working days where special circumstances not directly attributable to the employee prevent his reporting to duty, including:
  - (a) serious household or domestic emergencies;
  - (b) a transportation problem caused by weather if the employee makes every reasonable effort to report for duty;
  - (c) serious community emergencies, where the employee is required to render assistance;
  - (d) where a member of the immediate family becomes ill (not including childbirth) and the employee is required to care for his dependants or for the sick person;
  - (e) where an employee participates in an organized search and rescue activity
  - (f) where a member of the immediate family residing outside the employee's community of residence becomes seriously ill.

Special leave in excess of five (5) consecutive working days may only be granted with the Association's approval. Such leave will not be unreasonably withheld.

20.06 The Association shall grant special leave with pay in circumstances which are of general value to the Association, such as where the employee:

- (a) takes an examination which will improve his position or qualifications in the Association; or
- (b) attends his University Convocation, if he has been continuously employed for at least one (1) year.

#### Birth and Adoption

20.07 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. Under special circumstances the Association may extend this period to a maximum of five (5) working days.

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

#### Civic Leave

20.09 An employee may, subject to operational requirements, be entitled to up to seven (7) days civic leave with pay each year to serve as members of community councils, public boards and committees and to actively- participate in sporting events in the Region, Territorial Interprovincial, National and International levels (including Arctic Winter Games), Search and Rescue Activities and Emergency Services training/license upgrading. Where an employee receives any form of remuneration (except for expenses) for participating in any of these activities, the employee shall either refuse such remuneration or take the civic leave without Pay-

### **ARTICLE 21 - SICK LEAVE**

#### Credits

21.01 An employee shall earn sick leave credits at the rate of one and one-quarter (1 1/4) days for each calendar month for which he receives pay for at least ten (10) days, to a maximum of twenty (20) days, provided that short term disability benefits under Article 46 are provided to the employee.



- 21.02 Subject to the remainder of this Article, and calling-in in a reasonable period prior to commencement of sick leave, all absences on account of illness on a normal working day shall be charged against an employee's accumulated sick leave credits.
- 21.03 Unless otherwise informed by the Association an employee must sign a statement describing the nature of his illness or injury and stating that because of illness or injury he was unable to perform his duties:
- (a) if the period of leave requested does not exceed three (3) working days, and
  - (b) if in the current fiscal year, the employee has not been granted sick leave on more than nine (9) days sick leave wholly on the basis of statements signed by him.
- 21.04 An employee is required to produce a certificate from a qualified medical practitioner, or nurse certifying that such employee is unable to carry out his duties due to illness:
- (a) for sick leave in excess of three (3) working days;
  - (b) for any additional sick leave in a fiscal year when in the same fiscal year the employee has been granted nine (9) days sick leave wholly on the basis of the statements signed by him.
- 21.05 In circumstances where sick leave would be authorized but the employee has insufficient or no sick leave credits, the Association may grant the employee a sick leave advance to a limit of fifteen (15) days which shall be charged against future credits as earned. If the employee dies before authorized unearned sick leave has been liquidated, no recovery shall be made from the employee's estate.
- 21.06 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.
- 21.07 Employees who are eligible for Short Term or Long Term disability must complete the forms required by the provider of these benefits as soon as the employee becomes eligible to receive these benefits. A failure by an employee to apply for such benefits will result in the Employee receiving no sick leave pay from the Association.
- 21.08 When an employee is required to provide a medical certificate, the employee shall sign a certificate which authorizes a doctor or health care provider to release:
- (a) period of absence;
  - (b) expected return to work date, if known;
  - (c) prognosis for full recovery;

- (d) probability of recurrence and precautions needed to prevent recurrence, if necessary;
- (e) occupational limitations;
- (f) any work modifications required; and
- (g) rehabilitation needed, if any.

### Wellness Reward

21.09 An employee who has not used any sick leave during a fiscal year shall have three (3) days of sick leave converted into three (3) days of vacation leave.

## **ARTICLE 22 - OTHER TYPES OF LEAVE**

### Court Leave

22.01 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;
- (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) An employee shall remit to the Association any remuneration received by him/her as a result of serving on a jury or as a witness upon receipt, other than remuneration received as an allowance or reimbursement for expenses incurred in such a duty.

### Inquiry on Duty Leave

22.02 An employee shall be granted injury-on-duty leave with pay to a maximum of either special leave credits or sick leave credits he has accumulated, but not both,

where it is determined by the Workers' Safety and Compensation Commission that he is unable to perform his duties because of:

- (a) personal injury accidentally received in the performance of his duties and not caused by the employee's willful misconduct; or
- (b) sickness resulting from the nature of his employment; or
- (c) over-exposure to radioactivity or other hazardous conditions of his employment;

if the employee agrees to pay the Association any amount received by him from the Workers' Safety and Compensation Commission for loss of wages in settlement of any claim he may have in respect of such injury, sickness or exposure, providing however that such amount does not stem from a personal disability policy for which the employee has paid the premium.

22.03 While the parties are awaiting the decision of the Worker's Compensation Board as to the compensability of the injury, the employee shall use his sick leave credits. If the injury is not compensable, there shall be no return of sick leave credits used by the employee. If the injury is compensable, the Association shall credit the employee with the sick leave credits used. The time off taken by the employee shall be charged at the employees option to either his special or sick leave credits, but not both, at the appropriate rate.

22.04 The appropriate rate of liquidation of injury on duty leave after an award by the Workers Compensation Board shall be equal to the difference between the employee's regular wages and the compensation received from the Workers Compensation Board, i.e. if two thirds (2/3) of the employees regular wage is received from the Workers Compensation Board the amount of leave liquidated for one (1) day injury on duty leave shall be a third (1/3) day.

#### Maternity Leave

22.05 All Maternity/Parental/Adoption leave shall be in accordance with the applicable Federal and Territorial legislation.

#### Discretionary Leave

22.06 Subject to operational requirements, an employee, other than a casual employee, shall be entitled to take one (1) day of leave with pay each fiscal year at their discretion, which may be taken in half-day units. One day written notice must be given to the Employer.

### Compassionate Care Leave

- 22.07 Both parties recognize the importance of access to compassionate care leave to provide care and support to a gravely ill family member who has a significant risk of death.
- 22.08 For the purpose of this Article, the definition of "family member" under the provisions of compassionate care leave in the Labour Standards Act shall apply.
- 22.09 An employee shall be granted up to eight (8) weeks of compassionate care leave without pay to provide care and support to a gravely ill family member if the Employer is provided with a certificate from a qualified medical practitioner stating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:
- (i) the day the certificate is issued; or
  - (ii) if the leave was commenced before the certificate was issued, the day the leave was commenced.
- 22.10 An employee who intends to request compassionate care leave shall make every effort to provide reasonable notice to the Employer.
- 22.11 Employees returning to work from compassionate care leave retain any service credits accumulated prior to taking leave.
- 22.12 Leave granted under this Clause shall be counted for the calculation of "continuous employment".
- 22.13 A certificate from a medical practitioner, such as a nurse practitioner, is acceptable when the gravely ill family member is in a geographic location where treatment by a medical doctor is limited or not accessible, and a medical doctor has authorized the other medical practitioner to treat the ill family member.
- 22.14 "Qualified medical practitioner" means a person entitled to practice medicine under the laws of the jurisdiction in which care or treatment of the Family Member is provided.
- 22.15 Compassionate care leave can be taken in one or more periods, but each period must not be less than one week.
- 22.16 The aggregate amount of compassionate care leave that may be taken by two or more employees of the Employer in respect of the care and support of the same family member shall not exceed a total of eight weeks.

### Emergency Leave

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

Personal Leave Without Pay

- 22.18 Where the employee makes a written request at least six weeks in advance, and where the reason for the leave is acceptable to the Association, the Association shall grant leave without pay for a period of up to one (1) year,

Cultural Leave

- 22.19 The Association may grant leave without pay for a period of up to one (1) week per year for all employees to go on the land. Should this leave be granted by the Association, the first day of this leave shall be with pay.

Quarantine

- 22.20 Employees shall be granted leave with pay for the time lost through quarantine when the employee provides the employer with a medical certificate to that effect.

Appointments

- 22.21 An employee shall be granted casual leave to attend upon his doctor, dentist or lawyer during working hours, for the period of the appointment only, and provided that the appointment could not be scheduled outside of working hours.

**ARTICLE 23 - HOURS OF WORK - GENERAL**

- 23.01 Regular hours of work for employees shall be from 8:00 a.m. to 5:00 p.m. for Maintenance employees, 8:30 a.m. to 5:00 p.m. for Administrative employees, exclusive of a one (1) hour meal period, Monday to Friday.
- 23.02 Employees shall be entitled to a rest period, with pay, of fifteen (15) minutes duration commencing on or about mid-morning and shall be entitled to a rest period with pay, of fifteen (15) minutes duration commencing on or about mid-afternoon.

An employee may exchange his/her coffee break to pick up and deliver the employee's children to and from school.

- 23.03 A specified meal period of one hour's duration shall be scheduled as close to the mid-point of the shift as possible. The Association will make every effort to arrange meal periods at times convenient to the employees.
- 23.04 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.

#### Shift Work

- 23.05 Should there be a need to implement shift work, the Association and the Union will meet to negotiate the provisions of shift work.

### **ARTICLE 24 - OVERTIME**

- 24.01 Employees shall record starting and finishing times of overtime worked on a form determined by the Association,
- 24.02 The Association 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.
- 24.03 An employee may, for cause, except in an emergency, refuse to work overtime, providing he places his refusal in writing.
- 24.04 Notwithstanding, the permission is granted by the Association to engage in business or employment outside his regularly scheduled hours of duty under Article 8, such business or employment may not be approved as a cause to refuse to work overtime.
- 24.05 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 Association.
- 24.06 An employee who is requested to work overtime shall be entitled to pay at the appropriate rate described in Clause 24.07.
- 24.07 Overtime work shall be compensated as follows:
- (a) at time and one-half (1 1/2) for **all** hours except as provided in (b);

- (b) at double time (2x) for all hours of overtime worked after the first four (4) consecutive hours of overtime and double time for all hours worked on the second or subsequent day of rest, provided the days of rest are consecutive.
- (c) Overtime may be taken as lieu time at the appropriate overtime rate at a time mutually agreeable to the Association and employee. Overtime may be accumulated to be taken as lieu time to a maximum of fifteen (15) days in one year. Overtime over and above fifteen (15) days will be paid out in cash.

## **ARTICLE 25 - PAY**

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

### **Bilingualism**

25.02 When an employee is required by the Employer in day to day operations of his position to speak both English and Inuktitut he shall be paid a bilingual bonus of fifteen-hundred dollars (\$1,500).

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

25.04 Employees shall be paid on a bi-weekly basis with pay days being every second Thursday. Pay cheques shall be available on or before 3:00 p.m.

25.05 Where cheques are distributed to employees, they shall be placed in sealed envelopes. Employees may agree to be paid by way of direct deposit provided there is no additional cost to the Association.

25.06 The Manager at his/her discretion may approve an employee's request for one week's salary, or a lesser amount, as long as the employee has earned the amount requested and said employee has provided the Manager with a satisfactory reason.

25.07 Employees who have earned overtime compensation or any other extra allowances in addition to their regular pay, shall receive such remuneration in the two (2) weeks following the day when such compensation was earned.

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

- 25.09 All employees will receive their regular pay on days when the Association has shut down due to storms.
- 25.10 Allowances are paid on an hourly basis for all regular hours worked. Nothing in this Agreement constitutes a guarantee that any employee will receive any amount of allowances in a year.

Acting Pay

- 25.11 When an employee is required by the Association to perform the duties of a higher classification level on an acting basis, he shall be paid acting pay calculated from the date on which he commenced to act at a rate of pay ten percent (10%) higher than his regular rate of pay.

Reporting Pay

- 25.12 If an 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 for four (4) hours pay at the straight time rate.

Recall To Work

- 25.13 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:

- (i) compensation at the appropriate overtime rate for all hours worked; or
- (ii) compensation equivalent to four (4) hours pay at the straight-time rate.

- 25.14 If an employee is directed to report for work 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

- 25.15 If an employee is on standby, the provisions of Clauses 25.12 and 25.13 apply, provided however that an employee shall only be entitled to one payment for any



four hour period, if the total amount of time worked is less than four hours pay at either the straight time rate or the applicable overtime rate.

#### Standby Pay

- 25.16 Standby pay will be paid in the amount of two-hundred and twenty-five dollars (\$225) per week to each employee on standby. Effective December 1, 2008, standby pay during Christmas and New Year's week shall be two hundred and seventy-five dollars (\$275) per week.
- 25.17 An employee designated for standby duty shall be available during his period of standby at a known telephone number and be available to return for duty as soon as possible, if called. There shall be no trading of standby duty between employees without prior Association approval.
- 25.18 No standby payment shall be granted if an employee is unable to report for standby duty when called. Employees who fail to report for standby duty may be disciplined.

#### Salary Increases

- 25.19 The Association 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.

#### Recovery For Overpayment

- 25.20 Where an employee has received more than his proper entitlement to wages or benefits, no continuing employee shall be subject to such deductions in excess of twenty (20%) percent of employee's net earnings per pay period.
- (a) If more than one (1) year has passed since the overpayment, there shall be no recovery of the overpayment.

#### Garnishee

- 25.21 The Association shall not dismiss, suspend, lay-off, demote or otherwise discipline an employee on the grounds that garnishment proceedings may be or have been taken with respect to an employee.

## **ARTICLE 26 - TECHNOLOGICAL CHANGE**

- 26.01 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 of the selection, installation and providing of sophisticated equipment, the Association agrees to provide as much advance notice as is practicable but not less than four (4) months notice to the Union of any major technological change in equipment which would result in changes in the employment status. In addition, the Association 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.

## **ARTICLE 27 - JOB DESCRIPTION**

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

## **ARTICLE 28 - VACANCIES, JOB POSTING, PROMOTIONS, AND TRANSFERS**

- 28.01 Every vacancy for positions expected to be of more than six (6) months' duration and every newly-created position shall be posted for five (5) full working days on the Union notice board. An employee desiring a position must make application in writing to the Manager within five (5) working days of the last day of posting.
- 28.02 Seniority shall be the governing factor in determining promotions, demotions, order of lay-off and order of recall, and tilling of jobs after posting, providing the most senior employee possesses the required qualifications and ability to perform the normal requirements of the job.
- 28.03 Where operational requirements permit, in filling job vacancies, including promotions, transfers, and new positions, the job shall be awarded within fifteen (15) working days of posting to the successful applicant.
- 28.04 No employee shall be transferred to a position outside the bargaining unit without his consent. **If** an employee is transferred to a position outside the bargaining unit, he shall retain his seniority accumulated up to the date of leaving the unit, but will not accumulate further seniority. Such employee shall have the right to return to a

position in the bargaining unit consistent with his seniority accumulated up to the date of transfer outside the unit.

- 28.05 No employee shall be transferred to another position within the bargaining unit without his consent. If an employee is transferred to another position, he shall have the right to return to his former position within 60 days, and any other employee affected by the transfer shall be returned to his former position, without loss of wages or seniority.
- 28.06 New employees shall not be hired when there are permanent employees on lay-off qualified to perform the job.
- 28.07 A probationary employee shall be eligible to participate in job competitions in the same manner as non-probationary employees within the Association.
- 28.08 Nothing in this Article requires the Association to fill or create positions.

### **ARTICLE 29 - CLASSIFICATION**

- 29.01 During the term of this Agreement, if a new or revised classification standard is implemented by the Association, the Association 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 sixty (60) days from the date on which the Association submits the new or revised standard to the Union, the Association 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.
- 29.02 Where an employee believes that he has been improperly classified with respect to his position or category, group and level, he shall discuss his classification with his immediate supervisor and, on request, be provided with a copy of his Job Description before he files a grievance under Article 32 ***Grievance and Arbitration.***

### **30.01 - EMPLOYEE**

### **PERFORMANCE REVIEW AND EMPLOYEE FILES**

- 30.01 When a formal review of an employee's performance is made, the employee concerned shall be given the opportunity to discuss the document with a Union Representative and 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 32 to correct any factual inaccuracies in his performance appraisal.
- 30.02 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, Re-training, or any other facets of career development which may be available.

- 30.03 Any review of an employee's performance must be conducted by the Manager or his designate, and must be conducted by a person who has had an opportunity to observe the employee's performance for at least one-half **of** the period of the evaluation.

#### Employee Files

- 30.04 The Association agrees not to introduce as evidence in the case of promotional opportunities or disciplinary action any document from the file of an employee, the existence of which the employee was not made aware of, by the provision of a copy thereof at the time of filing, or within a reasonable period thereafter.
- 30.05 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 twelve (12) months have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.
- 30.06 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 Association and the Union, if so requested.

### **ARTICLE 31 - SUSPENSION AND DISCIPLINE**

- 31.01 The Association 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 Association shall examine several factors such as the seriousness of the offence, the employee's length of service and other relevant mitigating factors.
- 31.02 When employees are to be suspended or discharged, the Association shall notify the employee in writing of the reasons for such suspension or discharge within twenty-four (**24**) hours of the suspension or discharge in sufficient detail that the employee may defend himself against it.
- 31.03 Where an employee is required to attend a meeting with the Association where written discipline will be imposed the employee shall have the right to have a representative of the Union' in attendance. The Association must advise the employee in advance of any such meeting.

31.04 The Association shall notify the appropriate Union representative when discipline occurs.

### **ARTICLE 32 - GRIEVANCE AND ARBITRATION**

32.01 "Grievance" means a difference which arises between the Union and the Association and/or between an employee and the Association 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), dismissal and letters or notations of discipline placed on an employee's personnel file.

32.02 The final resolution of all grievances except letters or notations of discipline placed on an employee's personnel file is arbitration. The final resolution of grievances about letters or notations of discipline placed on an employee's personnel file shall be second level.

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

32.04 An employee or the Union on behalf of an employee or group of employees who wish to present a grievance at any prescribed level in the grievance procedure, shall transmit this grievance to the Manager who shall forthwith:

- (a) forward the grievance to the representative of the 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.

32.05 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)
- (c) Final Level (Arbitration)

- 32.06 The Union shall have the right to consult with the Manager with respect to a grievance at each or any level of the grievance procedure.
- 32.07 An employee may present a grievance to the first level of the procedure in the manner prescribed in Clause 32.04 within twenty-one (21) calendar days.
- 32.08 The Association shall reply in writing to a grievance within fourteen (14) calendar days at each level.
- 32.09 An employee or the Union on behalf of an employee or group of employees may present a grievance at each succeeding level in the grievance procedure beyond the first level,
- (a) where the decision or settlement is not satisfactory to the grievor, within twenty-one (21) calendar days after that decision or settlement has been conveyed in writing to him by the Association; or
  - (b) where the Association has not conveyed a decision to the grievor, within the time frame prescribed in Clause 32.08 within fourteen (14) calendar days after the day the reply was due.
- 32.10 Where an employee has been represented by the Union in the presentation of his grievance, the Association will provide the appropriate representative of the Union with a copy of the Association's decision at each level of the grievance procedure at the same time that the Association's decision is conveyed to the employee.
- 32.11 When the Association dismisses an employee the grievance procedures shall apply except that the grievance may be presented at the Final Level within twenty-one (21) calendar days.
- 32.12 The Union shall have the right to initiate and present a grievance on matters relating to health and safety to any level of management specified in the grievance procedure, on behalf of one or more members of the Union.

- 32.13 An employee shall have the right to present a grievance on matters relating to the application or interpretation of this Agreement provided he first obtains the authorization of the Union prior to presenting such grievance.
- 32.14 An employee may, by written notice to the 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.
- 32.15 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.
- 32.16 The time limits stipulated in this procedure may be extended by mutual agreement between the Association and the employee, and where appropriate, the Union representative. Where a grievance has not been presented or advanced within the time Limits specified in this procedure, the grievance shall be deemed abandoned and may not later be presented or advanced.
- 32.17 No proceedings under this Article are invalid by reason of any defect of form or any technical irregularity.

#### Arbitration

- 32.18 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement including any question as to whether a matter is arbitrable, or where an allegation is made that a term or condition of this Agreement has been violated; either of the parties may, after exhausting the grievance procedure in this Article, notify the other party in writing within twenty-one (21) days of the receipt of the reply at the Final Level, of his desire to submit the difference or allegation to arbitration.
- 32.19 The parties agree that arbitration referred to in Clause 32.18 shall be by a single arbitrator.
- 32.20 If an arbitrator selected by mutual agreement of the parties is not available for a hearing date within thirty (30) days of the date on which notification by either party to submit the difference to arbitration was made, another name will be selected until an arbitrator is found to hear the parties within the above mentioned thirty (30) day period. Such time limit may be extended by mutual agreement.
- 32.21 in the event that the Association and the Union are unable to agree on 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 sole Arbitrator.

- 32.22 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.
- 32.23 The arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it.
- 32.24 The award of the arbitrator shall be signed by him and copies thereof shall be transmitted to the parties to the dispute.
- 32.25 The Arbitrator shall not have the authority to alter or amend any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or to render any decision contrary to the terms and provision of this Agreement, or to increase or decrease wages.
- 32.26 The Association and the Alliance shall each pay one-half of the remuneration and expenses of the arbitrator and each party shall bear its own expenses of every such arbitration.
- 32.27 Where a party has failed to comply with any of the terms of the decision of the arbitrator, either party or employee affected by the decision may, after the expiration of thirty (30) calendar days from the date of the release of the decision or the date provided in the decision for compliance, whichever is later, file in the office of Clerk of the Nunavut Court of Justice, 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 a judgement or an order of that court and may be enforceable as such.
- 32.28 In addition to the powers granted to arbitrators under the Canada Labour Code the Arbitrator may determine that the employee has been dismissed for other than proper cause and he may:
- (a) direct the Association to reinstate the employee and pay to the employee a sum equal to his wages lost by reason of his dismissal, or such less sum as in the opinion of the Arbitrator is fair and reasonable; or
  - (b) make such order as he considers fair and reasonable having regard to the terms of this Agreement.
- 32.29 In the case of a dismissal or suspension of longer than thirty (30) days, the Committee shall meet to review and shall attempt to resolve the matter within ten (10) days of the notification under Clause 32.18.



- 32.30 An Association grievance shall be submitted to the Union directly to the President of Nunavut Employees Union and shall be referable to Arbitration under Clause 32.18.

### **ARTICLE 33 - SAFETY AND HEALTH**

- 33.01 The Association 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 34 - DUTY TRAVEL**

- 34.01 An employee who is authorized to travel on Association business will be reimbursed for reasonable expenses incurred.

#### **Pay for Travel on Behalf of Association**

- 34.02 Where an employee is required to travel on behalf of the Association, he shall be paid;
- (a) when travel occurs on a regular workday, as though he were at work for all hours travelled;
  - (b) when travel occurs on a day of rest or designated paid holiday, at the applicable overtime rate for all hours travelled, with a minimum of four (4) hours pay at the straight time rate and a maximum of eight (8) hours at the applicable overtime rate.
- 34.03 For the purpose of this Article, hours travelled includes a one (1) hour check-in/out 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.
- 34.04 The Association 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.
- 34.05 Where an employee is absent from home on a designated paid holiday or day of rest and does not work, he shall receive cash payment at time and one-half his rate of pay or be granted the equivalent lieu time.

- 34.06 The above entitlements shall not apply to an apprentice while travelling to or from trades school on a day of rest of designated paid holiday or while in attendance at trades' school.

### **ARTICLE 35 - SHORT TERM LEAVE FOR TRAINING PURPOSES**

- 35.01 Leave with pay to take advanced or supplementary professional or technical training of less than one academic year may be granted to employees upon the recommendation of the Manager and with the approval of the Board of the Association.
- 35.02 Where a request for leave under Clause 35.01 has been submitted by an employee, the Association shall, within a reasonable period from the date of the employee's submission, advise the employee whether his request has been approved or denied.

### **ARTICLE 36 - MAINTENANCE EMPLOYEES**

#### Application

- 36.01 The provision of this Article shall apply to all maintenance employees.

#### Personal Vehicles

- 36.02 The Association shall pay an employee twenty five (\$25) dollars per day when an employee uses his own vehicle for Association business, and the Employee has prior written authorization from the Manager.

#### Work Clothing And Protective Equipment

- 36.03 The Association shall agree to supply the following articles when they are required by the Association or the Workers' Compensation Board:
- (a) Hard hats
  - (b) Aprons
  - (c) Welding goggles
  - (d) Dust protection
  - (e) Eye protection, except prescription lenses
  - (f) Ear protection
- 36.04 When the following articles are required by the Association or the Workers' Compensation Board, the Association shall replace these articles as required when

they are presented worn or damaged beyond repair by an employee, at no cost to the employee:

- (a) Hard hats
- (b) Aprons
- (c) Welding goggles
- (d) Dust protection
- (e) Eye protection, including safety prescription glasses
- (f) Ear protection

- 36.05 The Association agrees to pay the sum of two hundred and fifty dollars (\$250) per year to each permanent full time maintenance employee for the purchase of safety footwear upon the provision of receipts. At the request of the employee, the Association will assist in the ordering and delivery of the safety footwear.
- 36.06 The Association shall supply each maintenance employee who has completed his probationary period with one pair of summer and winter coveralls and gloves each year.

#### Compensation For Tools And Equipment

- 36.07 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 Association agrees to replace such tool with a tool of similar quality. In situations where highly specialized tools not normally associated with a journeyman's tool kit are required, they will be provided by the Association, who will retain ownership of them. The Association shall assist employees in the purchase of tools and equipment used **in** the performance of their duties by purchasing such tools in the Association name and selling them to the employee at the Association's landed cost price.
- 36.08 Except in emergency conditions, the Association shall not require an employee to work outside under extreme weather conditions.

### ARTICLE 37 - APPRENTICES

- 37.01 The following are agreed upon terms and conditions of employment for employees engaged as Apprentices by the Association:
- (a) The *Apprenticeship Trades and Occupational Certification Act and Regulations* shall apply to **all** Apprentices employed by the Association. **A** copy of the current Regulations shall be supplied to the apprentice upon appointment.

- (b) Apprenticeship Training programs are those designated under the *Apprenticeship, Trade and Occupations Certification Act*.
- (c) Pay increases shall not be automatic but will be based upon levels of certification issued by the Apprentices Branch and shall be effective from the date of certification.
- (d) Apprentice rates will be based on a percentage of the appropriate journeyman rate as follows:

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

- (e) The Association shall pay the Apprentice while attending trade courses in accordance with the following:
  - (i) 100% of regular wages;
  - (ii) 100% of accommodation;
  - (iii) a tool deposit which is to be an accountable advance to be repaid to the Association upon the Apprentice's return from the course;
  - (iv) a room key deposit which is to be an accountable advance to be repaid to the Association upon the Apprentice's return from the course;
  - (v) student fees;
  - (vi) a personal phone call per week not to exceed fifteen (15) minutes.
- (f) Except where otherwise stated, apprentices shall be entitled to the benefits and terms and conditions of employment outlined in the current Agreement.
- (g) Apprentices successfully completing their Apprenticeship will be given preference in hiring on job vacancies. Where an Apprentice, after completing his apprenticeship, is hired directly into a job vacancy, all time spent as an Apprentice shall count towards continuous employment with the Association.
- (h) Where an apprentice fails after three (3) attempts to successfully complete a trade training course, upon a decision by the Apprentice and Trades Qualification Board to cancel the apprentice's contract, the apprentice may

by terminated, but the Association will make every reasonable effort to continue to employ that employee elsewhere with the Association.

### **ARTICLE 38 - CIVIL LIABILITY**

38.01 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 hereinbefore referred to, being commenced against him shall advise the Association of any such notification or legal process;
- (b) The Association shall pay any damages or costs awarded against any such employee in any such action or proceedings and all legal fees, and/or, the Association 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 gross disregard or gross neglect of his duty as an employee.
- (c) Upon the employee notifying the Association in accordance with paragraph (a) above, the Association and the employee shall forthwith meet and appoint counsel that is mutually agreeable to both parties. Should the parties be unable to agree on counsel that is agreeable to both, then the Association shall unilaterally appoint counsel. The Association accepts full responsibility for the conduct of the action and the employee agrees to cooperate fully with appointed counsel. The Association 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 gross disregard or gross neglect of his duty as an employee.

### **ARTICLE 39 - CONTRACTING OUT**

39.01 There shall be no contracting out of any work by the Association, if it would result in the lay-off or the continuance of a lay-off of one or more permanent employees.

### **ARTICLE 40 - SENIORITY**

40.01 Seniority is defined as length of employment with the Association and shall be applied on a bargaining unit wide basis.

- 40.02 A newly hired employee shall be on probation for a period of six (6) months.
- 40.03 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 the Association determines that the employee does not meet the requirements of the position or is unsuitable to become a regular employee, he may be terminated and said termination may be the subject for a grievance under Article 32 *Grievance and Arbitration*.
- 40.04 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 Agreement.
- 40.05 The Association 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.
- 40.06 An employee shall lose his seniority in the following circumstances:
- (a) if he is discharged for just cause and is not re-instated;
  - (b) if he resigns voluntarily;
  - (c) if he abandons his position;
  - (d) if he is on lay-off for more than a year;
  - (e) if, following lay-off, he fails to return to work within ten (10) days of being recalled.

40.07 Seniority shall not accumulate during a period of leave of absence of over six (6) months.

### **ARTICLE 41 - LAY-OFF AND JOB SECURITY**

41.01 The Association agrees that there shall be no lay-off during the life of this Agreement except for lay-off resulting from lack of work, lack of funding, or discontinuance of a function.

41.02 Layoffs shall occur within each classification and shall be based on skill, competence, and ability. Where these factors are equal, seniority shall govern.

41.03 The last employee laid off shall be the first recalled provided he/she is qualified to do the work and has not lost his/her seniority.

41.04 The Employer shall notify employees who are to be laid off (10) working days prior to the effective day of layoff, or award pay in lieu thereof, unless a greater period of notice required by legislation, in which case such greater period of notice, or pay in lieu thereof, shall be given.

41.05 Every employee subject to lay-off shall during the 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 for the employee to travel to and from the place where his presence is so required within the Hamlet of Whale Cove.

#### **Recall**

41.06 A permanent employee (excluding an apprentice) with one year of continuous employment who has been laid off for the first time shall be paid layoff severance pay of two (2) weeks per each year for the first two (2) completed years of employment, and an additional one (1) week per year for each completed year of employment thereafter. An employee who is laid off a second or subsequent time shall be paid severance pay as above, less any amounts of layoff severance the employee has previously received.

41.07 The Association 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 and the employee shall acknowledge receipt of notice by signing the duplicate copy of such letter. 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 when the employee receives such letter or not later than fourteen (14) days from the date of mailing.

41.08 The employee **shall** keep the Employer advised at **all** times of his/her current address. The employee shall return to work within fourteen (14) calendar days of receipt of notice of recall, unless, on reasonable grounds, he/she is unable to do so.

41.09 An employee shall provide the Employer with a minimum of ten (10) working days notice of resignation of employment.

#### Retraining

41.10 The Association may retrain employees who would otherwise become redundant as a result of Association planned termination and such retraining shall commence as soon as possible.

#### Cooling Off Period - 2 Working Days

41.11 An employee who wilfully terminates his employment as a result of a misunderstanding or argument shall be allowed to return work and remain employed if he does so within two (2) working days. Should the Association 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 of work, and may be grieved as a discharge. An employee may only utilize the Cooling Off period once per fiscal year.

### **ARTICLE 42 - LABOUR/MANAGEMENT COMMITTEE**

42.01 A Committee will be formed to consult on matters of safety and health, the Employee Assistance Program, and other matters of mutual interest

42.02 The Committee shall be comprised of equal representation of the Union and the Association, with each party choosing their respective representatives.

42.03 The Committee will meet once every two (2) months at a pre-established time, and at other times at the request of either party. The role of Chairman will alternate between the Association and the Union.

42.04 In matters of safety and health, the Committee will follow the following provisions:

- (a) The Association shall post the names of the Committee members in a prominent place.
- (b) Committee members shall perform the necessary duties of investigating, identifying and seeking to remedy hazards at the workplace, and shall do so without loss of pay or fear of reprisal.

#### First Aid



- (c) The Association shall ensure that employees can obtain the assistance of a first aid attendant easily and rapidly in all workplaces.
- (d) The Association shall ensure that first aid kits are provided and are readily accessible at all times. Said first aid kits shall be kept well stocked at all times.
- (e) The Committee is to consider various alternatives for ensuring that an injured employee receives the appropriate medical transportation to the nearest medical facility and which agency is to bear such costs.

#### Occupational Health Examination

- (f) Where the Association requires an employee to undergo an occupational health examination by a qualified practitioner, chosen by the employee, the examination will be conducted at no expense to the employee.
  - (i) An employee will be granted leave with pay to attend the examination.

#### Workplace Environmental Protection

- (g) The Association and the Committee shall ensure that the necessary instruments for measuring the quality of the work environment are available when required, and that the results are acted upon appropriately, in order to correct any problems identified by said tests and/or measurements.

#### Toxic Hazardous Substances

- (h) Where toxic or suspected and/or confirmed carcinogenic chemicals or substances are identified as being present in the workplace, the Committee shall:
  - (i) Remove and/or substitute chemicals or substances in the work procedure; or
  - (ii) Introduce engineering controls to provide complete isolation between said chemicals and/or substances and the worker(s); and
  - (iii) Maintain ongoing monitoring of the workplace.
  - (iv) Where a dangerous substance can not be removed or replaced, a notice indicating that a danger exists shall be posted.

#### Protective Clothing and Equipment

- (i) The Association shall ensure that all protective devices, clothing and other equipment necessary to properly protect employees from injury and unhealthy conditions are provided and maintained at no cost to the employee.

#### Protective Rights of Pregnant Workers

- (j) A pregnant worker who furnishes to the Association a medical certificate attesting that the working conditions may be physically dangerous to her unborn child, or to herself by reason of her pregnancy, may request to be assigned to other duties including no such danger for the duration of her pregnancy. This request may be granted by the Association and the assignment shall be without loss of pay or benefits.

#### The Right to Know Hazard Identification

- (k) The Committee shall identify new or presently used chemical substances or equipment in the work area including hazards or suspected hazards, precautions or antidotes or procedures to be followed following exposure. Work area shall include third party premises.

#### Information and Investigations Concerning Health Hazards and Work Injuries

- (l) The Association and the Committee shall conduct such investigations as may be necessary to determine the circumstances surrounding work injuries and health hazards arising in the workplace, including third party premises.

#### Provision of Legislation or Association's Policies

- (m) The Association shall make available a copy of the Safety Act and regulations.

#### Right to Refuse Dangerous Work

- (n) An employee shall have the right to refuse to work in dangerous situations.
- (o) An employee may refuse to do any particular act or series of acts at work which he has reasonable grounds to believe are dangerous to his health or safety or the health or safety of any other person at the place of employment until sufficient steps have been taken to satisfy him otherwise, or until the Nunavut Safety Officer has investigated the matter and advised him otherwise.
- (p) No loss of wages or discriminatory action shall be taken against any worker by reason of the fact that he exercised the right conferred upon him in (i) above. No other employee shall be assigned to use or operate any

machine, device, material or thing or perform any part of the work which is being investigated pending resolution of the situation.

### Employee Assistance Program

42.05 In matters of the Employee Assistance Program, the Committee shall concern itself with poor work performance resulting from suspected alcohol or drug addiction.

Should this item of business arise during a Committee meeting, the Committee will deal with the matter confidentially taking into consideration the following provisions:

- (a) That alcohol and drug addictions are medical disorders, and;
- (b) That an employee should be encouraged to remedy a disorder due to an addiction, and;
- (c) That benefits normally extended to employees during the time of illness shall be extended to an employee suffering from an addiction at such a time that he or she seeks to correct this disorder, and;
- (d) That the decision to undertake treatment is the responsibility of the employee, and;
- (e) That the decision to seek treatment will not affect job security.

### Other Matters

42.06 The Committee will discuss other matters of mutual concern which may arise from time to time.

### Workplace Hazardous Materials Information Systems

42.07 The Employer shall identify in writing, in both English and Inuktitut, new or presently used chemicals, substances or equipment present in the workplace including hazards, precautions and antidotes or procedures to be followed following exposure.

42.08 The Employer will offer Workplace Hazardous Material Information Systems (WHMIS) training at the Employer's expense to ensure that at least one employee

holds a valid certificate. Employees taking WHMIS training shall be granted leave with pay for the duration of the course.

### **ARTICLE 43 - HOUSING ALLOWANCE**

43.01 Full time employees, other than casual employees, who have been employed for thirty (30) days and who either:

- (a) live in a private dwelling and pay their own utilities; or
- (b) live in an Association unit and pay the economic rent as determined by the Nunavut Housing Corporation as well as their own utilities shall be entitled to an allowance based upon seven thousand eight hundred dollars (\$7800) per year. This allowance shall be divided by 2080 for employees whose normal hours of work are eight (8) per day; and by 1950 for employees whose normal hours of work are seven and one-half (7 1/2) per day. This allowance shall be paid on an hourly basis for all regular hours worked. It shall be paid bi-weekly.

Effective April 1, 2006, the Housing Allowance shall be based on eight thousand two hundred dollars (\$8200) per year.

### **ARTICLE 44 - SETTLEMENT ALLOWANCE**

44.01 Settlement allowance shall be based on nine thousand two hundred dollars (\$9200) per year. This allowance shall be divided by 2080 for employees whose normal hours of work are eight (8) per day; and by 1950 for employees whose normal hours of work are seven and one-half (7 1/2) per day. This allowance shall be paid on an hourly basis for all regular hours worked. It shall be paid bi-weekly.

Effective April 1, 2006 settlement allowance shall be based on nine thousand five hundred dollars (\$9500) per year.

### **ARTICLE 45 - BENEFITS**

45.01 The Association agrees to offer eligible employees the following Northern Employers Benefit Services (N.E.B.S.) benefits:

- (a) Life Insurance
- (b) Accidental Death/Disability Insurance
- (c) Dependant Life Insurance
- (d) Short Term Disability
- (e) Long Term Disability

(f) Pension

- 45.02 The Association and employees shall share the cost of premiums established for the various plans in accordance with the provisions of the plans,
- 45.03 All issues arising under any of the benefit plans, including issues of eligibility or entitlement under the benefit plans shall be determined by the benefit plan providers.

#### **ARTICLE 46 - SOCIAL JUSTICE FUND**

- 46.01 The Employer shall contribute two hundred dollars (\$200.00) to the PSAC Social Justice Fund. Contributions to the Fund will be made annually, on April 1, and shall be 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 47 - RE-OPENER OF AGREEMENT AND MUTUAL DISCUSSIONS**

##### Re-Opener Of Agreement

- 47.01 This Agreement may be amended by mutual consent.

##### Mutual Discussions

47.02 The Association 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 48 - DURATION AND RENEWAL**

48.01 The term of this Agreement shall be from April 1, 2010 until March 31, 2013. The provisions of this Agreement shall take effect on the date of ratification, unless another date is expressly stated.

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

48.03 Within four months preceding the termination of this Agreement, either party may, by written notice, require the other party to commence collective bargaining with a view to the conclusion, renewal or revision of the Collective Agreement in accordance with Section 49(1) of the *Canada Labour Code*.

48.04 Where notice to commence collective bargaining has been given under Clause 50.03, the Association shall not without consent by or on behalf of the employees affected, increase or decrease salaries or alter any other term or condition of employment or employees in the Bargaining Unit which was in force on the day on which the notice was given until a renewal or revision of the Agreement, or a new Collective Agreement has been concluded in accordance with Section 50 of the *Canada Labour Code*.

## **APPENDIX 'A' - RATES OF PAY**

### **Maintenance Foreman** (Journeyman Housing Maintainer Serviceman papers required)

April 1, 2007 - \$29.97 per hour  
April 1, 2008 - \$31.17 per hour  
April 1, 2009 - \$32.42 per hour  
April 1, 2010 - \$34.42 per hour  
April 1, 2011 - \$35.45 per hour  
April 1, 2012 - \$36.69 per hour

The Maintenance Foreman shall receive an additional allowance of \$300.00 per year for each full time permanent maintenance employee he supervises to be paid March 31 each year.

### **Housing Maintenance Serviceman** (Journeyman papers required)

April 1, 2007 - \$27.06 per hour  
April 1, 2008 - \$28.14 per hour  
April 1, 2009 - \$29.27 per hour  
April 1, 2010 - \$31.74 per hour  
April 1, 2011 - \$32.69 per hour  
April 1, 2012 - \$33.83 per hour

### **Non-certified Tradesman**

April 1, 2007 - \$21.65 per hour  
April 1, 2008 - \$22.52 per hour  
April 1, 2009 - \$23.42 per hour  
April 1, 2010 - \$24.01 per hour  
April 1, 2011 - \$24.73 per hour  
April 1, 2012 - \$25.60 per hour

### **Tenant Relations Officer**

April 1, 2007 - \$20.11 per hour  
April 1, 2008 - \$20.91 per hour  
April 1, 2009 - \$21.75 per hour  
April 1, 2010 - \$28.20 per hour  
April 1, 2011 - \$29.05 per hour  
April 1, 2012 - \$30.07 per hour

### **Casuals**

April 1, 2007 - \$17.86  
April 1, 2008 - \$18.57  
April 1, 2009 - \$19.31

April 1, 2010 - **\$19.79**

April 1, 2011 - **\$20.38**

April 1, 2012 - **\$21.09**

Casuals to be eligible to all benefits of this agreement after six (6) months.



## LETTER OF UNDERSTANDING

1. When it is necessary to avoid a layoff, the Association shall give the Union thirty (30) days written notice of the implementation of this Letter.
2. Thirty (30) days after the giving of the notice in paragraph 1, Employees are required to choose either:
  - (a) one (1) unpaid day off per calendar month, which day shall be designated by the Association. The Association will make every effort to designate unpaid days off in conjunction with a weekend.

Each month that an employee is required to take an unpaid day off, the Employee will have his monthly rate of pay reduced by an amount equal to one day's pay at the Employee's daily rate of pay. No employee shall be entitled to any reimbursement for any deductions made under this Letter.

When an Employee is required to work on the Employee's unpaid day off, the Employee shall be paid at his regular rate of pay for all hours worked up to the equivalent of the Employee's normal daily hours and overtime at the appropriate rate for all hours thereafter, or

- (b) regular hours of work for **all** employees shall be reduced to seven (7) hours per day, from 9:00 a.m. to 5:00 p.m., exclusive of a one (1) hour meal period break, Monday to Friday.
3. Should there be any conflict between this Letter and any other article of the Collective Agreement, this Letter shall prevail.
4. The parties agree that Clauses 38.01(e) and (r) shall not apply to any apprentices hired after October 1, 1998.
5. The parties agree that anyone performing services for the Association who is part of a work placement program, or whose services for the Association are funded, such as:

Summer students;  
Social assistance recipients; and  
Work experience students  
are not members of the bargaining unit.

## **LETTER OF UNDERSTANDING**

The Association shall provide employees with the necessary tools in order for them to complete the duties they have been assigned. These tools shall include, but not be limited to the following;

one each of a **14"**; 18"; **24"** and 36" aluminum pipe wrench;  
one each of a 6"; **8"** and 10" adjustable (crescent) wrench;  
one "unidriver" screwdriver kit;  
one 16-oz hammer;  
one 16-foot measuring tape;  
one utility knife

The provision of such tools shall be in accordance with Article 36.07.

The Manager, in consultation with the Maintenance Foreman, shall develop and implement an inventory control system regarding the tools used by an employee in the regular performance of his work.


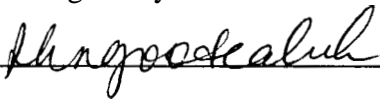
Signed on this the 14th day of July, 2011.

Signed on behalf of  
Tasiurqtit Housing Association

Signed on behalf of  
Public Service Alliance of Canada

Original signed by:

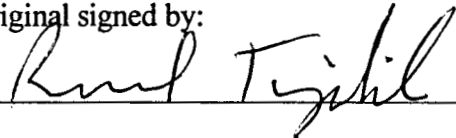
Original signed by:



Imelda Angootealuk  
Manager

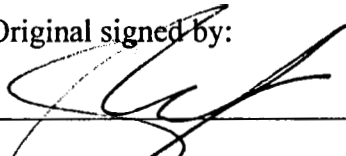
Jean-Francois Des Lauriers,  
PSAC Regional Vice-president for the North

Original signed by:



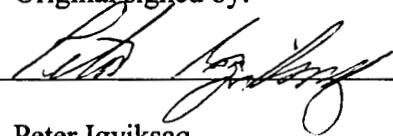
Roland Tungilik  
Committee Member

Original signed by:



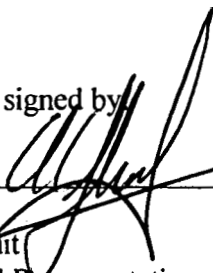
Steve McCurdy  
Employer's Negotiator

Original signed by:



Peter Igviksaq  
Committee Member

Original signed by:



Alex Stuit  
Regional Representative