

Collective Agreement

between

Public Service Alliance of Canada

(as represented by its agent Nunavut Employees Union)

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and

Arviat Housing Association

Effective From: April 1, 2009
To: March 31, 2012

Nunavut Employees Union
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Article 1 - Purpose of Agreement

- 1.01 The Purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees and the Union, to set forth certain terms and conditions of employment relating to pay, hours of work, employee benefits, and general working conditions affecting employees covered by this Agreement and to ensure that all reasonable measures are provided for the safety and occupational health of the employees.
- 1.02 The parties to this Agreement share a desire to improve the quality, to promote well-being of the employees. Accordingly the parties are determined to establish, within the framework provided by law, an effective working relationship at all levels in which members of the Bargaining Unit are employed.

Article 2 - Interpretation and Definitions

2.01 For the purpose of this Agreement:

- (a) “Abandonment of Position”; an employee abandons his position when he is absent for more than five (5) consecutive working days, and he has not, directly or indirectly, contacted the Manager. An employee who abandons his position is terminated;
- (b) “Agreement” means this Collective Agreement;
- (c) “Alliance” means the Public Service Alliance of Canada;
- (d) “Allowance” means compensation payable to an employee in addition to his regular remuneration payable for the performance of the duties of his position;
- (e) “Bargaining Unit” means all employees of the Employer except the Manager and Maintenance Manager;
- (f) “Casual Employee” means a person employed by the Employer for a period not to exceed six (6) months. A casual employee is a member of the Bargaining Unit. If the casual employment exceeds six (6) months the employee shall be considered a term employee and shall be entitled to all benefits in this Agreement retroactive back to the original date of hire;
- (g) “Committee” means the Labour Management Committee;
- (h) 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, and lives and intends to continue to live with that person as if that person were their spouse;

- (i) “Continuous Employment” and “Continuous Service” means uninterrupted employment with the Employer;
 - (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 other than a casual 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 months, his periods of employment for purposes of superannuation, sick leave, severance pay and vacation leave and vacation travel benefits shall be considered as .continuous employment;
- (j) “Day of Rest” in relation to an employee means a day other than a holiday on which that employee is; not ordinarily required to perform the duties of his position other than by reason of his being on leave of absence;
- (k) “Demotion” means the appointment of an employee for reasons of misconduct, incompetence, to a new position for which the maximum pay is less than that of his former position;
- (l) “Dependant” means a person who is the employee’s spouse (including common-law), child, step-child, adopted child, foster child who is under twenty-one years of age or more and dependant upon him/her for support or being twenty-one years of age or more and dependant upon him/her by reason of full-time attendance at an educational institution or mental or physical infirmity or any other relative of the employee’s household who is wholly dependent upon h i d e r for support by reason of mental or physical infirmity;
- (m) “Employee” means a member of the Bargaining unit;
- (n) “Employer” means the Arviat Housing Association;
- (o) “Fiscal Year” means the period of time from April 1, in one year to March 31, in the following year;
- (p) “Grievance” means a complaint in writing that an employee, group of employees, or the Union submits to management, to be processed through the grievance procedure;
- (q) “Holiday” means the twenty-four (**24**) hour period commencing at 12:01 AM of a day designated as a paid holiday in this Agreement;
- (r) “Lay-off means an employee whose employment has been terminated because of lack of work or lack of funding or discontinuance of a function;
- (s) “Leave of Absence” means absence from duty with the Employer’s permission;

- (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, and shall not include any initiation fee, or insurance premium;
- (u) “Overtime” means work performed by an employee in excess of or outside of his regularly scheduled hours of work;
- (v) “Probation” means a period of six (6) months from the day upon which an employee is first appointed to the Employer 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 employee and the Employer, 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 by at least:
 - (i) the minimum increment in the new position; or
 - (ii) four (4) percent of the maximum rate of pay of the former position where the new position has only one rate of pay;
- (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 26 -;
 - (ii) “weekly rate of pay” means an employee’s daily rate of pay multiplied by five (5);
 - (iii) “annual rate of pay” means an employee’s weekly rate of pay multiplied by 52.176;
 - (iv) “monthly rate of pay” means an employees 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) “Seniority” means length of service with the Employer;
- (aa) “Special Project Employee” means an employee hired to work on Modernization and Improvements Projects;
- (bb) “Transfer” means the appointment of an employee to a new position, that does not constitute a promotion or demotion;

- (cc) “Union” means the Public Service Alliance of Canada as represented by its agent the Nunavut Employees Union;
- (dd) “Week” for the purposes of this Agreement shall be deemed to commence at 12:01 AM 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*, but not defined elsewhere in this Agreement, have the same meaning as given to them in the *Interpretation Act*.
- 2.03 “May” shall be regarded as permissive and “shall” and “will” as imperative.
- 2.04 Feminine, masculine, singular, and plural pronouns used in this Agreement shall be interchangeable in the interpretation of this Agreement except where specifically precluded by the context.

Article 3 - Recognition

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

Article 4 - Application

- 4.01 The provisions of this Agreement apply to the Union, the employees and the Employer.
- 4.02 Part time Employees shall be entitled to all eligible benefits provided under this Agreement prorated according to hours worked.
- 4.03 The Union and the Employer shall share equally in the costs associated with the printing and distribution of the Agreement. The Union will facilitate said printing and distribution.

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, 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.

Conflict of Provisions

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

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, ancestry, ethnic origin, citizenship, disability, sexual orientation, marital status, family status, pregnancy, lawful source of income, language, a conviction for which a pardon has been granted, nor by reason of union membership or activity.
- 6.02 The Employer shall make every reasonable effort to find alternate employment for an employee who becomes mentally and/or physically disabled.

Freedom from Harassment

- 6.03 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

- 6.04 "Personal harassment" means any improper behaviour by a person employed by the Employer that is directed at and offensive to another person employed by the Employer which the first person knew or ought reasonably to have known would be unwelcome. Personal harassment comprises objectionable conduct, comment, act or display that demeans, belittles or causes personal humiliation or embarrassment to the recipient.
- 6.05 "Sexual harassment" means any conduct, comment, gesture or contact of a sexual nature:
- (a) that might reasonably be expected to cause offence or humiliation; or
 - (b) that might reasonably be perceived as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.
- 6.06 "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.

Procedure

- 6.07 Complaints of harassment should be brought to the attention of the Manager unless the complaint is about the Manager, in which case the complaint should go to the Staff Relations Committee of the Board prior to filing a grievance. Employees may be assisted by the Union in making a complaint.

- 6.08 Any level in the grievance procedure may be waived if a person hearing the grievance is the subject of the complaint.
- 6.09 Grievances under this Article will be handled with all possible confidentiality and dispatch by the Union and the Employer.
- 6.10 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

- 6.11 "Workplace violence" means any incident in which an employee is abused, threatened or assaulted during the course of his or her employment, and includes but is not limited to all forms of harassment, bullying, intimidation and intrusive behaviour of a physical or emotional nature.
- 6.12 All employees of the Employer are entitled to employment free of workplace violence.
- 6.13 The Employer will make every reasonable effort to ensure that no employee is subjected to workplace violence. The employees agree to support and cooperate with the Employer in its efforts to prevent workplace violence.
- 6.14 No employee shall be required to perform work at any worksite under circumstances of workplace violence by third parties. Where employees have concerns about performing work at any worksite, they shall report those concerns to the Manager unless the complaint is about the Manager, in which case the complaint should go to the Staff Relations Committee of the Board.
- 6.15 Complaints of workplace violence may be brought to the attention of the Manager. Employees may be assisted by the Union in making a complaint.
- 6.16 The Employer will not disclose the name of the complainant or the circumstances related to the complaint to any person except where disclosure is necessary for the purposes of investigating the complaint or taking disciplinary measures in relation thereto or where required by law.

Article 7 - Strikes and Lockouts

- 7.01 There shall be no lockout by the Employer and no strike by the employees during the life of this Agreement.
- 7.02 No employee shall be required to cross any picket line at a place of work. No employee shall suffer a loss of pay or benefits as a result of a refusal to cross any picket line at a place of work.

Article 8 - Managerial Responsibilities

8.01 Except to the extent provided in this Agreement, this Agreement in no way restricts the Employer in the management and the direction of its working force. Management shall exercise its rights in a manner which is fair, reasonable, and consistent with the terms of this Agreement.

Article 9 - Employer Directives

9.01 The Employer shall provide the Union with a copy of all personnel directives. Where the Employer proposes to issue a personnel directive which is intended to clarify the interpretation or application of the Agreement, the Employer shall consult with the Union prior to issuing the directives.

Article 10 - Union Access to Employer Premises

10.01 The Employer shall permit access to its work premises of an accredited Representative of the Union.

Article 11 - Appointment of Representatives

11.01 The Employer acknowledges the right of the Union to appoint employees as Representatives. The Union will provide the Employer with the names of all Representatives.

Article 12 - Time Off for Union Business

Arbitration Hearings

12.01 The Employer 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

12.02 The Employer will grant leave with pay to the Representative of an employee who is a party to the grievance.

Employee called as a Witness

12.03 Where an employee and his Representative are involved in the process of his or her grievance they shall be granted time off with pay.

Contract Negotiations Meetings

12.04 The Employer will grant leave without loss of pay for two (2) employees for the purpose of attending contract negotiations on behalf of the Union for the duration of such negotiations.

Preparatory Contract Negotiations Meetings

- 12.05 The Employer may grant leave with pay to a reasonable number of employees to attend preparatory negotiations meetings.

Meetings Between Employee Organizations and Management

- 12.06 The Employer will grant time-off with pay to employees who are meeting with management on behalf of the Union.

Employee Organization Executive Council Meetings Congress and Conventions

- 12.07 The Employer will grant leave without pay to employees to attend executive council meetings and conventions of the Alliance, the Union, the Canadian Labour Congress, and the Northern Territories Federation of Labour.

Representatives Training Course

- 12.08 The Employer will grant 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

- 12.09 A Representative shall inform his immediate supervisor before leaving his work to investigate a grievance, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management.
- 12.10 The Representative shall make every reasonable effort to report back to his supervisor before resuming his normal duties.
- 12.11 The Employer will grant leave without pay for one (1) employee:
- (a) to participate as a delegate to constitutional conferences or other similar forums mandated by territorial legislation; and
 - (b) to present briefs to commissions, boards and hearings that are mandated by territorial legislation or the Federal Government and whose area of interest is of concern to organized labour.

Leave for Union Office

- 12.12 An employee elected as a paid officer of the executive of the Union or the Alliance shall, upon application, be granted leave of absence for the term of office. During the leave of absence such employees shall maintain all accumulated rights and benefits to which they are entitled under the Agreement.
- 12.13 Such employees shall advise the Employer as soon as possible when an extension of their leave of absence is applicable due to re-election.

- 12.14 Upon termination of their leave of absence such employees shall be offered, at a minimum, the position they held with the Employer at the commencement **of** their leave. When such employees wish to invoke this clause they shall provide the Employer with three month notice of their intent to do so.
- 12.15 Notwithstanding Article 12.14, the Employer may make an offer of employment to such employees to a position inside the Bargaining Unit should they bid on a competition and be the successful candidate.
- 12.16 Such employees will retain their seniority, but shall not accrue further seniority during their leave of absence.
- 12.17 Upon reasonable notification, the Employer shall grant leave without pay to a Union Representative seconded for a minimum period of one week to serve as President of the Union on a temporary basis.

Article 13 - Check Off

- 13.01 The Employer will, as a condition of employment, deduct an amount equal to the amount of membership dues from the pay of all employees in the Bargaining Unit.
- 13.02 The Union shall inform the Employer in writing **of** the authorized deduction to be checked off for each employee within the Bargaining Unit
- 13.03 For the purpose of applying Article 13.01, deductions from pay for each employee will occur on a bi-weekly basis.
- 13.04 No employee organization, other than the Union, shall be permitted to have membership fees deducted by the Employer from the pay of the employees in the Bargaining Unit.
- 13.05 The amounts deducted in accordance with Article 13.01 shall be remitted to the Comptroller of the Alliance by cheque within a reasonable period of time after deductions are made and shall be accompanied by particular identifying each employee and the deductions made on his behalf.
- 13.06 The Employer may agree to make deductions for other purposes on the basis of the production of appropriate documentation.
- 13.07 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer.
- 13.08 The Employer agrees to identify annually on each employee's T4 slip the total amount of Union dues deducted for the preceding year.

Article 14 - Information

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

The Employer shall indicate which employees have been recruited or transferred, those employees who are on leave without pay, and those employees who have been struck off strength during the period reported.

The Employer shall provide the Union with a report of all newly created positions, including those excluded from the Bargaining Unit.

14.02 The Employer shall provide each employee with a copy of this Agreement.

14.03 The Employer shall provide each new employee with a copy of this Agreement upon his/her appointment.

14.04 Upon request, the Employer and the Union shall share the cost of providing an Inuktitut version of this agreement. In the event of any disagreement concerning a proper interpretation of any provision of this Agreement, the English version shall govern.

Article 15 - Seniority

15.01 Seniority is defined as the length of service with the Employer, and shall be applied on a Bargaining Unit wide basis.

15.02 A newly hired employee shall be on probation for a period of six (6) months. 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 this agreement.

15.03 The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. The seniority list shall be kept up to date, a copy of which shall be posted on the bulletin board, and shall be sent to the Union every six months.

Article 16 - Provision of Bulletin Board Space & Other Facilities

16.01 The Employer shall provide bulletin board space in the Housing Association Office and the Housing Association Shop clearly identified for exclusive Union use.

16.02 The Employer shall upon availability, make available to the Union and the members of the Bargaining Unit a suitable meeting room to be used from time to time for the conducting of business relating to the Bargaining Unit.

- 16.03 The Employer will process any mail originating from the Union addressed to all employees in accordance with the Employer's normal internal mail distribution system.
- 16.04 A Representative of the Union shall have the right to an employee orientation presentation of up to fifteen minutes. There shall be no disciplinary action taken against the employees if the orientation exceeds fifteen minutes. The Representative of the Union shall be granted leave with pay.

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) Victoria Day;
 - (e) Canada Day;
 - (f) Nunavut Day
 - (g) Civic Holiday, The first Monday in August
 - (h) Labour Day;
 - (i) Thanksgiving Day;
 - (j) Remembrance Day;
 - (k) Christmas Day
 - (l) Boxing Day
 - (m) Hamlet Day
 - (n) One additional day when proclaimed by an act of Parliament as a national holiday;
- 17.02 A paid holiday shall also be granted to all employees on any special day proclaimed by the Government of Canada or the Commissioner of Nunavut.
- 17.03 Employees shall have the option of selecting alternative days **to** use as designated paid holidays, if a majority of the employees and the Employer agree to the selected change.
- 17.04 Article 17.01 does not apply to an employee who **is** absent without cause on both the working day immediately preceding and the working day following the designated paid holiday.

Holiday Falling on a Day of Rest

- 17.05 When a day designated as a designated paid holiday under Article 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.
- 17.06 When a day designated as a designated paid holiday for an employee is moved to another day under the provisions of Article 17.05:
- (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.
- 17.07 An employee who is required to work on a designated paid holiday in respect of which the employee is entitled to holiday pay under this Article shall in addition be paid:
- (a) twice (2) his hourly rate of pay for all hours worked;
 - (b) an equivalent combination of cash and a day of leave at a later date convenient to both the employee and the Employer.
- 17.08 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.
- 17.09 An employee shall not be required to work both Christmas and New Years, unless an emergency requires it.
- 17.10 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 designated paid holiday occurs, unless he is paid at a rate at least equal to double his regular rate of wages for the time worked by him on that day.

Article 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 due to death or lay-off the employee shall be considered to have earned that amount of leave with pay granted to him.
- 18.02 When an employee is entitled to an 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.
- 18.03 During the month of May in each year the Employer shall inform each employee in the Bargaining Unit in writing of the balance of his special, sick and vacation leave credits as of the 31st day of March.

- 18.04 When the Employer rejects an employee's application for leave, the reasons for the rejection shall be provided to the employee in writing.
- 18.05 An employee's request for any leave shall be responded to by the Secretary Manager, or their designate, as soon as the Secretary Manager, or their designate, can practically do so. But in any case shall be responded to within two (2) weeks of application.
- 18.06 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.
- 18.07 **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 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 pay for at least ten (10) days, he shall earn Vacation Leave at the following rates:
- (a) one decimal two five (1.25) days each month until the month in which the anniversary of the second (2nd) year of continuous service is completed;
 - (b) one decimal seven five (1.75) days each month commencing in the month after completion of two (2) years of continuous service and ending in the month that five (5) years of continuous service is completed;
 - (c) two decimal two five (2.25) days each month commencing in the month after completion of five (5) years of continuous service and ending in the month that ten (10) years of continuous service is completed;
 - (d) two decimal seven five (2.75) days each month commencing in the month after the completion of ten (10) years of continuous service and ending in the month that fifteen (15) years of continuous service is completed;
 - (e) three (3) days each month commencing in the month after the completion of fifteen (15) years of continuous service and ending in the month that nineteen (19) years of continuous service is completed;
 - (f) three decimal two five (3.25) days each month commencing in the month after the completion of nineteen (19) years of continuous service.

19.02 The accumulated service for part-time employees shall be counted for the improved vacation leave entitlement in paragraphs (b), (c), (d), (e) and (f) of Article 19.01.

Granting of Vacation Leave

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

- (a) schedule vacation leave for all employees in the fiscal year in which it is earned;
- (b) not recall an employee to duty after he has proceeded on vacation leave;
- (c) grant the employee his vacation leave during the fiscal year in which it is earned at a time specified by him;
- (d) grant the employee vacation leave for at least up to five (5) consecutive weeks depending upon his vacation entitlements when so requested by the employee; and recognize Seniority on preference for a vacation period.
- (e) 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 Employer reasonable advance notice.

19.04 The Employer shall reply to the request for vacation leave submitted by the employee within two (2) weeks of the request being received. Where the Employer has proposed to change, reduce or deny the vacation leave requested by the employee, the Employer shall provide the employee with the reasons, in writing, for such change, reduction or denial of vacation leave, and such change, reduction or denial shall be subject to the grievance procedure of this agreement.

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

- (a) is granted special leave, when there is a death in his immediate family; or
- (b) is granted special leave with pay because of illness in the immediate family; or
- (c) is granted sick leave on production of a medical certificate;

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

19.06 In the event that an employee returns to work later than anticipated due to a delay of the aircraft, weather conditions, or mechanical failure of land travel vehicles, additional vacation leave days earned but not used shall be granted to the employee.

- 19.07 Employees are not permitted to carry over more vacation leave credits than can be earned in one (1) fiscal year. Vacation leave credits exceeding one (1) years entitlement will be liquidated in cash at the end of the fiscal year. An employee may opt to liquidate vacation leave credits in cash at any time.
- 19.08 Due to emergency operational requirements the Employer may alter an employee's vacation period unless.
- (a) The employee has made non-refundable deposits in view of his vacation or;
 - (b) The employee's spouse has arranged a vacation period which coincides with the employee.
- 19.09 Vacation pay shall be advanced to the closest payday prior to an employee's vacation.

Leave When Employment Terminates

- 19.10 Where an employee dies or otherwise terminates his employment:
- (a) The employee or his estate shall, in lieu of earned but unused vacation leave, be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave by the daily rate of pay applicable to the employee immediately prior to the termination of his employment, or
 - (b) The Employer shall grant the employee any vacation leave earned but not used by him before the employment is terminated by lay-off if the employee so requests because of a requirement to meet the minimum service requirements for severance pay. This request shall be made as far in advance as is possible.
 - (c) At the employee's request, the Employer shall divide the amount owing as specified in (a) above by four, and shall attach this amount to the employees regular earnings over four pay periods. Adequate notice must be given by the employee.
- 19.11 An employee whose employment is terminated by reason of a declaration that he abandoned his position is entitled to receive payment for any earned but unused vacation leave. If after reasonable efforts, the Employer is unable to locate the employee within six (6) months of termination, his entitlement shall lapse.

Travel Time

- 19.12 Vacations shall be lengthened by two (2) work days for the purposes of travel time, and monies from these two (2) days shall be paid prior to the employee's vacation period.

Article 20 - Special Leave

Credits

- 20.01 An employee shall earn special leave credits at the following rates up to a maximum of twenty-five (25) days:
- (a) one-half ($\frac{1}{2}$) day for each calendar month in which he received pay for at least ten (10) days, or
 - (b) one-quarter ($\frac{1}{4}$) day for each calendar month in which her received pay for less than ten (10) days.

As credits are used, they may continue to be earned.

- 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, adoptive child, step child, foster child, father-in-law, mother-in-law, grandchildren, grandparents, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, first cousin and any relative permanently residing in the employee's household or with whom the employee permanently resides.
- 20.03 The Employer shall grant special leave earned with pay for a period of five (5) consecutive working days:
- (a) when there is a death in the employee's immediate family;
 - (b) where a member of the immediate family residing outside the employee's community of residence becomes seriously ill.
 - (c) when an employee is to be married.
 - (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;
- 20.04 The Employer shall grant special leave earned to all employees for one half ($\frac{1}{2}$) day, when there is a death of a co-worker.
- 20.05 The Employer shall grant special leave with pay for a period of up to three (3) 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 tie-up caused by weather, including when an employee is on the land;
 - (c) serious community emergencies, where the employee is required to render assistance.

20.06 Special leave in excess of five **(5)** consecutive working days for the purposes enumerated in Article 20.03 may only be granted with the Employer's approval.

Birth and Adoption

20.07 An employee shall be granted special leave with pay up to a maximum of three **(3)** working days on the occasion of the birth of his child where travel is required and one **(1)** working day where travel is not required. An employee shall be granted special leave with pay up to a maximum of one and one-half ($1\frac{1}{2}$) working day on the occasion of the adoption of a child. This leave may be divided into two parts and taken on separate days.

Civic Leave

20.08 An employee shall be entitled to up to ten **(10)** days civic leave with pay each year, not to be deducted from any leave credits. Civic leave includes but is not limited to serving as members of search and rescue activities, municipal Council or any other activities approved by the Housing Manager. The employee may elect to receive any honoraria paid for such activities in lieu of receiving pay.

Casual Leave

20.09 The Employer shall grant an employee casual leave with pay for other purposes of a special or unusual nature.

20.10 Employees shall be granted casual leave with pay to a maximum of one day per occurrence where the employee's physician requires him to attend regular or recurring medical treatments and checkups.

20.11 Employees shall be granted casual leave with pay for two **(2)** hours:

- (a) for an appointment with (or to accompany a dependant family member to or from) a doctor, dentist, lawyer or school authorities;
- (b) or to attend an appointment with an adoption agency;

where such appointment cannot be scheduled outside of working hours.

Discretionary Leave

20.12 Every permanent employee shall be entitled to take one **(1)** day of special leave each fiscal year at his discretion. This day may be split into two parts. An employee taking discretionary leave shall be required to give forty-eight **(48)** hours advance notice to the Employer.

Article 21 - Sick Leave

Credits

- 21.01 An employee shall earn sick leave credits at the rate of one and one-quarter (1¼) days for each calendar month for which he receives pay for at least ten (10) days. The maximum sick leave credits an employee is entitled to use in one period of sick leave shall be one hundred and twenty (120) days, after which the employee will be expected to access the Long Term Disability for further salary replacement.
- 21.02 Subject to (a) below, and to the remainder of this Article, all absences on account of illness on a normal working day (exclusive of designated holidays) shall be charged against an employee's accumulated sick leave credits.
- (a) There shall be no charge against an employee's sick leave credits when his absence on account of illness is less than one -half day and the employee has been on duty for at least two (2) hours;
- 21.03 Where leave **of** absence without pay is authorized for any reason, or an employee is laid-off because of lack of work, and the employee returns to work upon expiration of such leave of absence or lay-off, he shall earn **sick** leave credits for each month in which he received pay for at least ten (10) days and shall retain any unused sick leave existing at the time of lay-off or commencement of leave without pay.
- 21.04 In circumstances where sick leave would be authorized but the employee has insufficient or no sick leave credits, he shall be granted sick leave in advance to a limit of fifteen (15) days which shall be charged against future credits as earned. If the employee dies, or is laid off before authorized unearned sick leave has been liquidated, no recovery shall be made from the employee's estate.
- 21.05 When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for a concurrent period, there shall be no charge against his sick leave credits for the period of concurrency.
- 21.06 An employee is required to produce a certificate from a qualified medical practitioner, certifying that such employee is unable to carry out his/her duties due to illness:
- (a) for sick leave in excess of three (3) consecutive 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.
- 21.07 For each four (4) months that an employee does not use sick leave, one sick leave credit is converted to annual leave credit.

Travel Time

- 21.08 Every employee who is proceeding to a medical centre will be granted leave of absence with pay to be charged against his sick leave credits for the lesser of three (3) days from his post to a point of departure and return.
- 21.09 The Employer and the Union recognize that sick leave is granted for the purpose of protecting employees who are unable to work because of illness or injury. Employees who request sick leave and who are not unable to work because of illness or injury may be disciplined, up to and including termination.

Article 22 - Maternity Leave

- 22.01 An employee who becomes pregnant shall be granted seventeen (17) consecutive weeks maternity leave without pay commencing at any time during the seventeen (17) week period immediately preceding the expected date of delivery, provided that the employee gives the Employer written notice at least four (**4**) weeks before the day on which the employee expects to commence her leave.
- 22.02 The Employer may:
- (a) upon written request from the employee, defer the commencement of maternity leave without pay of an employee or terminate it earlier than seventeen (17) weeks after the date of the termination of her pregnancy;
 - (b) grant maternity leave without pay to an employee to commence earlier than seventeen (17) weeks before the expected termination of her pregnancy;
 - (c) where maternity leave without pay is requested, require an employee to submit a medical certificate certifying pregnancy.
- 22.03 Leave granted under this Article shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay.

Maternity-related Reassignment or Leave

- 22.04 Where a pregnant or nursing employee produces a statement from her physician that her working conditions may be detrimental to her health, that of her foetus or her nursing child, the Employer shall either change such working conditions or temporarily transfer the employee to another position with equal pay or allow the employee to take leave of absence without pay for the duration of her pregnancy or period of breastfeeding, as the case may be.

Maternity Leave Allowance

- 22.05 After completion of six (6) months continuous employment, an employee who provides the Employer with proof that she has applied for and is in receipt of employment insurance benefits pursuant to Section 22, *Employment Insurance Act*, shall be paid a maternity leave allowance.
- 22.06 A recipient under Article 22.05 shall sign an agreement with the Employer providing:
- (a) that she will return to work and remain in the Employer's employ for a period of at least six (6) months after her return to work;
 - (b) that she will return to work on the date of the expiry of her maternity leave, unless this date is modified with the Employer's consent.
- 22.07 Should the employee fail to return to work, except by reason of death, disability or lay-off, as per the provision of Article 22.06, the employee recognizes that she is indebted to the Employer for the amount received as maternity leave allowance. Should the employee not return for the full six months, the employee's indebtedness shall be reduced on a prorated basis according to the number of months for which she received pay.
- 22.08 No employee shall be laid off, transferred or relocated while on, or within six (6) months of her return, from maternity leave without the consent of the employee, the Employer and the Union.
- 22.09 In respect of the period of maternity leave, payments of maternity leave allowance will consist of the following:
- (a) For the first two (2) weeks, payments equivalent to ninety-three percent (**93%**) of her weekly rate of pay. For up to a maximum of an additional fifteen (15) weeks, payments equivalent to the difference between the employment insurance benefits she is eligible to receive and ninety-three percent (93%) of her weekly rate of pay;
 - (b)
 - (i) for a full-time employee the weekly rate of pay referred to in Article 22.09(a) shall be the weekly rate of pay for her classification and position on the day immediately preceding the commencement of the maternity leave.
 - (ii) for a part-time employee the weekly rate of pay referred to in Article 22.09(a) shall be the prorated weekly rate of pay for her classification and position averaged over the six month period of continuous employment immediately preceding the commencement of the maternity leave.
 - (c) Employees have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan.

- (d) Where an employee becomes eligible for a pay increment or an economic adjustment with respect to any period in which the employee was in receipt of payments under Article 22.09(a), the payments shall be adjusted accordingly.
- (e) Payments in respect of any other remuneration or severance pay benefits are not reduced or increased by payments received under this Article.

Other Benefits During Leave

- 22.10 If an employee elects to maintain coverage for medical, group life and other benefits, the Employer will pay both portions of these premiums. The Employer will recover monies paid on behalf of the employee share of premiums when the employee returns to work or terminates.
- 22.11 Illness arising due to pregnancy during employment and prior to this leave of absence may be charged to normal sick leave credits.

Article 23 - Parental leave

- 23.01 Where an employee has or will have the actual care and custody of his/her newborn child; or where an employee commences proceedings to adopt a child who is below nineteen years of age or obtains an order for the adoption of a child who is below nineteen years of age, he/she shall be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks. The leave shall be taken during the fifty-two (52) week period immediately following the day the child is born or, in the case of adoption, within the fifty-two (52) week period from the date the child comes into the employee's care and custody.
- 23.02 Leave granted under this Article shall be counted for the calculation of "continuous employment".

Parental Leave Allowance

- 23.03 After completion of six (6) months of continuous employment, an employee who has applied for parental leave and who provides the Employer with proof that he/she is in receipt of Employment Insurance benefits shall be paid a parental leave allowance as follows.
- 23.04 An applicant under Article 0 shall sign an agreement with the Employer providing:
 - (a) that he/she will return to work and remain in the Employer's employ for a period of at least six (6) months after his/her return to work;
 - (b) that he/she will return to work on the date of expiry of his/her parental leave unless this date is modified with the Employer's consent.

- 23.05** Should the employee fail to return to work, except by reason of death, disability, or lay-off, as per the provisions of Article **23.04(a)**, the employee recognizes that he/she is indebted to the Employer for the amount received as parental leave allowance. Should the employee not return for the full six month period, the employee's indebtedness shall be reduced on a prorated basis according to the number of months he/she received pay.
- 23.06** In respect of the period of parental leave, parental leave allowance payments will consist of up to a maximum of seventeen (17) weeks payments equivalent to ninety-three percent (93%) of the employee's weekly rate of pay.
- 23.07** For a full-time employee the weekly rate of pay referred to in Article **23.06** shall be the weekly rate of pay to which he/she is entitled for the classification prescribed in his/her certificate of appointment on the day immediately preceding the commencement of the parental leave.
- 23.08** For a part-time employee the weekly rate of pay referred to in Article **23.06** shall be the prorated weekly rate of pay to which he/she is entitled for the classification prescribed in his/her certificate of appointment averaged over the six month period of continuous employment immediately preceding the commencement of parental leave.
- 23.09** The employee has no vested right to parental leave allowance benefits except for supplementation of Employment Insurance benefits as provided in this Article.
- 23.10** Parental leave utilized by an employee-couple shall not exceed a total of thirty-seven (37) weeks for both employees combined.
- 23.11** Parental leave utilized by an employee couple in conjunction with pregnancy leave shall not exceed a total of fifty-two (52) weeks for both employees combined.
- 23.12** Parental leave taken by an employee in conjunction with pregnancy leave shall be taken immediately after the termination of pregnancy leave and the duration of both periods of leave shall not exceed a total of fifty-two (52) weeks.

Article 24 - Other Types of Leave

Court Leave

- 24.01 The Employer shall grant leave with pay to an employee for the period of time required:
- (a) to serve on a jury and the jury selection process;
 - (b) to answer a subpoena or summons to attend as a witness in any proceeding authorized by law to compel the attendance of witnesses,

provided the employee remits or assigns to the Employer any remuneration received by him/her as a result of serving on a jury, in the jury selection or as a witness, other than remuneration received as an allowance or reimbursement for expenses incurred in such duty.

Injury on Duty Leave

- 24.02 The Employer will make every reasonable effort to offer alternate employment to an employee who is unable to perform his regular duties as a result of an injury on duty.

Traditional Hunting or Harvesting Leave

- 24.03 Subject to operational requirements, leave without pay up to one (1) day may be granted on reasonable notice to an employee in order to meet traditional hunting or harvesting opportunities.

Quarantine

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

Emergency Leave

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

Article 25 - Compassionate Care Leave

- 25.01 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.
- 25.02 For the purposes of this Article, the definition of family member means the employee's:
- (a) spouse, including common-law spouse;
 - (b) child or a child of the employee's spouse;
 - (c) parent or spouse of the parent; and
 - (d) any other person in accordance with the *Employment Insurance Act*.
- 25.03 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:
- (a) the day the certificate is issued; or
 - (b) if the leave was commenced before the certificate was issued, the day the leave was commenced.
- 25.04 An employee who intends to request compassionate care leave shall make every effort to provide reasonable notice to the Employer.
- 25.05 Employees returning to work from compassionate care leave retain any service credits accumulated prior to taking leave.
- 25.06 Leave granted under this Clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay.
- 25.07 Compassionate care leave utilized by more than one employee for care of the same family member instance shall not exceed a total of eight (8) weeks combined.

Article 26 - Hours of Work

- 26.01 **A** work week is Monday to Friday inclusive. The normal hours of work for office staff shall be 37.5 hours per week between 08:30 and 17:00 and for trades employees hours of work shall be 40 hours per week between 8:00 and 17:00 inclusive of a one (1) hour lunch period.

- 26.02 Employees shall be entitled to a rest period, with pay, of fifteen (15) minutes duration commencing on or about mid-morning, a further fifteen (15) minute rest period with pay to be taken immediately before the commencement of the lunch period, and shall be entitled to a rest period with pay of fifteen (15) minutes duration commencing on or about mid-afternoon.
- 26.03 In the event that an employee is unable to take his or her rest period at the regular time due to operational requirement, this rest period will be taken at a later time mutually agreed upon between the Employer and the employee.
- 26.04 Provided sufficient advance notice is given, and with the approval of the Employer, employees may exchange overtime or standby shifts if there is no increase in cost to the Employer.

Article 27 - Overtime

- 27.01 In this Article:
- (a) "Overtime" means work performed by an employee in excess or outside of his regularly scheduled hours of work.
 - (b) "Straight time rate" means the hourly rate of remuneration.
 - (c) "Time and One-half" means one and on-half times the straight time rate.
 - (d) "Double time" means twice the straight time.
- 27.02 Subject to the operational requirements of the service the Employer shall make every reasonable effort:
- (a) to allocate overtime work among readily available qualified employees within each classification.
 - (b) to give employees who are required to work overtime reasonable advance notice of this requirement.
- 27.03 An employee who is requested to work overtime shall be entitled to a minimum of one-half (½) hour's pay at the appropriate rate described below in Article 27.04.
- 27.04 Overtime work shall be compensation as follows:
- (a) at time and one-half (1½ X), for all hours except as provided in Article 27.04(b);
 - (b) at double time (2X) for all hours of overtime worked after the first four (4) consecutive hours of overtime and double time (2X) for all hours worked on a day of rest, or holiday.

- (c) In lieu of (a) and (b) the Employer shall grant, at the employee's request, equivalent leave with pay at the appropriate overtime rate.

27.05 When overtime compensation is paid, the pay statement shall indicate the pay period, rate of overtime, and the number of overtime hour.

27.06 If an employee is required to work overtime, is called out, or is required to report to work as reporting pay, and they remain past 11:00 pm they shall not be required to report to work until 9:00 am, the following morning. For this time employees will be granted lieu time with no notice required.

Article 28 - Pay

28.01 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 Schedule A — Hourly Rates of Pay.

28.02 Employees shall be paid on a biweekly basis with pay days being every second Thursday.

28.03 Where paycheques, pay stubs, T4 information slips, and any other employee-specific pay and benefit items are distributed to employees at their place of work, they shall first have been placed in sealed envelopes. Pay stubs shall show the employee's name, the pay period being paid, the particulars of wages, allowances and benefits paid, the deductions taken from the pay, and the employee's net pay.

28.04 Employees who have earned overtime compensation in addition to their regular pay, shall at the employee's request, bank this time at overtime rates and take it as lieu time. Employees, at their request, may have the banked overtime paid out in cash.

28.05 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

28.06 When an employee is designated in writing by the Employer to perform the duties of a higher classification level on an acting basis, he shall be paid acting pay calculated from the date on which he commenced to act as if he had been appointed to that higher classification level for the period in which he acts.

28.07 When a day designated as a paid holiday occurs on a day when the employee would otherwise be performing duties on an acting basis, the holiday shall be considered as a day worked for purposes of acting pay.

28.08 When an employee is appointed to a new position he shall be paid:

- (a) If the appointment constitutes a promotion as defined in Article 2.01(w) an increase in salary that is nearest to but not less than the difference between Step 1 and Step 2 of the new pay range. In addition, if a performance increment is due not later than six (6) months from the date of promotion and is recommended, and increment will be granted at the time of promotion on the present pay level prior to application of the new pay level.
- (b) If the appointment constitutes a transfer, at the rate nearest to, but not less than his former rate of pay; or
 - (i) where the employee agrees to accept a transfer to a position, the maximum rate of pay of which is less than his present rate of pay. The employee will continue to receive his normal rate of pay, which will be red circled. When the maximum rate of pay of his new position exceeds the red circled amount, he shall then follow the pay scale for the new position at the maximum amount.
- (c) if the appointment is a result of the employee's successful application for a position, the maximum rate of pay of which is equal to or less than that of the employee's present position, the employee shall be paid at their present rate of pay.

28.09 Where a salary increment and salary revision are effective on the same date, the salary increment shall be applied first and the resulting rate shall be revised in accordance with the salary revision.

28.10 Pay increments shall be granted to employees on their anniversary day of each year, until such time that they have reached the maximum pay level for their position.

Pay Recovery

28.11 Where an employee, through no fault of his own, has been overpaid, the appropriate pay office will, before recovery action is implemented, advise the employee in writing of the amount overpaid and the intention of the Employer to recover the overpayment. Prior to said recovery, the Employer and employee shall discuss the pay recovery and the Employer shall devise an acceptable recovery schedule. But in any event, the recovery shall not be in excess of twenty percent (20%) of the employee's net earnings per pay period.

28.12 When deductions are made, the Employer shall provide an itemized statement of the purpose and the amount of each deduction.

28.13 If more than two (2) years have passed since the overpayment, there shall be no recovery of the overpayment.

Reporting Pay

- 28.14 If an employee reports to work on his regularly scheduled shift and there is insufficient work available he is entitled to our (4) hours of work. When no work is available he shall receive compensation of four **(4)**hours pay at the straight time. rate.
- 28.15 If an employee is directed to report for work on a day of rest or on a designated paid holiday, and there is insufficient work available, he shall be entitled to four **(4)**hours of work at the appropriate overtime rate. When no work is available he shall be entitled to four **(4)**hours pay at the appropriate rate.
- 28.16 If an employee is directed to report for work outside of his regularly scheduled hours, he shall be paid the greater of:
- (a) compensation at the appropriate overtime rate; or
 - (b) compensation equivalent to four **(4)**hours pay at the straight time rate.

Call-back Pay

- 28.17 When an employee is recalled to a place of work for a specific duty, he shall be paid the greater of:
- (a) compensation at the appropriate overtime rate; or
 - (b) compensation equivalent to four (4) hours pay at the straight-time rate.
 - (c) compensation for call-back shall be made in cash or compensatory leave, as is desired by the employee.
- 28.18 Except in an emergency, or an employee on standby, an employee shall not be required to return to work on a call-back. When employees do return to work on a call-back, payment under this Article shall be made whether or not work is actually available and performed.

Standby Pay

- 28.19 Where the Employer requires an employee to be available on standby during off-duty hours, an employee shall be entitled to a standby payment of \$10.50 for each eight (8) consecutive hours or portion thereof that he/she is on standby, except on his/her days of rest and designated paid holidays.

For any period of standby on a day of rest or designated paid holiday, he/she shall be paid \$13.50.

- 28.20 An employee designated by letter or by list for standby duty shall be available during his; her period of standby at a known telephone number and be available to return for duty as quickly as possible if called. In designating employees for standby the Employer will endeavour to provide for the equitable distribution of standby duties among readily available, qualified employees who are normally required, in their regular dunes, to perform that work.
- 28.21 No standby payment shall be granted if an employee is unable to report for duty when required.
- 28.22 An employee on standby who is required to report for work shall be paid, in addition to the standby pay, the appropriate overtime rate for all hours worked, subject to a minimum payment of three (3) hours pay at the straight time rate each time he/she reports, except that this minimum shall only apply once during each standby period of eight (8) consecutive hours or portion thereof.
- 28.23 Except in the case of an emergency, standby schedules shall be posted fourteen (14) days in advance of the starting date of the new standby schedule.

Article 29 - Duty Travel

Pay for Travel on Behalf of the Employer

- 29.01 Where an employee is required to travel on behalf of the Employer, he shall be paid:
- (a) when the travel occurs on a regular workday, as though he were at work for all hours travelled;
 - (b) when the travel occurs on a day of rest or designated paid holiday, at the appropriate overtime rates for all hours travelled.
- 29.02 For the purpose of this Article, hours travelled includes 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 it is exclusive of overnight stopovers.
- 29.03 Where an employee is absent from home on a designated paid holiday or day of rest and does not work, the employee shall receive cash payment at time and one-half (1½) his/her rate of pay or be granted the equivalent leave with pay.
- 29.04 The above entitlements shall not apply to an apprentice while travelling to or from trades school on a day of rest or designated paid holiday or while in attendance at trades' school.

Duty Travel

- 29.05 Employees travelling on behalf of the Employer shall be reimbursed for reasonable expenses incurred. The Labour/Management Committee shall determine in each individual case what the reasonable expenses are, prior to the employee's departure.
- 29.06 If the decision of the Committee is not satisfactory to the employee, he/she will not be required to travel, and the employee will not be reprimanded or discriminated in any way if they choose not to go.

Article 30 - Vacancies, Job Postings, Promotions and Transfers

- 30.01 Nothing in this Article requires the Employer to create or fill positions.
- 30.02 Seniority shall be the governing factor in determining promotions, demotions, order of lay-off and order of recall, and filling of jobs after posting, providing that the most senior employee possesses the required qualifications and ability to perform the normal requirements of the job.
- 30.03 Ability to do the job means ability to perform the normal requirements of the job following an appropriate familiarization period.

Vacancies

- 30.04 Every vacancy for positions expected to be of more than six (6) months duration and every newly-created position shall be posted for a minimum of three (3) full working days on the Union notice Board. The job posting shall state the job classification, rate of pay, and required qualifications of the job. An employee desiring a position must make application in writing to the manager within a four (4) working day period, unless a longer period is specified on the posting by the Employer.
- 30.05 A probationary employee shall be eligible to participate in job competitions in the same manner as non-probationary employees.
- 30.06 New employees shall not be hired when there are employees on lay-off who are qualified to perform the job.

Job Postings

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

Transfers

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

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

Article 31 - Casual and Term Positions

- 31.01 Except with prior mutual agreement between the Union and the Employer, no term position may extend beyond one 1 year. Should the Employer wish a term position to extend beyond a period of one (1) year, that position must become a regular position which must be offered to the incumbent of the term position, and his or her seniority date shall be the initial date of hire into his or her term position.

Casual Positions

- 31.02 Casual employees shall be paid at the rate specified in Schedule A – Hourly Rates of Pay, and shall be paid 6% vacation pay at the conclusion of their term.
- 31.03 Casual employees are not entitled to any other benefits of this Agreement.

Article 32 - Credit for Previous Experience

- 32.01 Where an employee is rehired by the Employer to work in the same classification within one (1) year **from** the date that the employee ceased working for the Employer, the employee shall be given 100% credit for all previous service with the Employer.
- 32.02 The Employer may grant a greater amount of credit for previous experience than specified in Article 32.01 above.

Article 33 - Job Description

- 33.01 When an employee is first hired the Employer shall, provide the employee with a written Job Description.
- 33.02 Upon written request, an employee shall be entitled to a complete and current Job Description and responsibilities, including the position's classification level.

Article 34 - Classification

- 34.01 During the term of this Agreement, if a new or revised classification standard is implemented by the Employer, the Employer shall before applying the new or revised classification standard, negotiated 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 Employer submits the new or revised standard to the Union, the Employer may apply the new rates of pay and the Union may refer the matter to arbitration. The arbitrator's decision will be retroactive to the date of application of the new rates.

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

Article 35 - Education and Training

- 35.01 The Labour/Management Committee will develop training options for programs and funding for all employees to be implemented as funds are available.
- 35.02 Employees will be eligible for employment related courses, and leave with pay to take the course, upon the employee's request.
- 35.03 Where the employee requests to enrol in personal development courses, the Employer will reimburse the employee for the costs of such courses upon the employee's successful completion of the courses, where the course is beneficial and pertaining to the job.

Article 36 - Employee Performance Review and Employee Files

Employee Performance Review

- 36.01 When a formal review of an employee's performance is made, the employee concerned shall be given the opportunity to discuss then sign the review form in question to indicate that its contents have been read and understood. The employee shall also be given the opportunity to provide written comments to be attached to his performance appraisal and may use the grievance procedure in Article 38 - to correct any factual inaccuracies in his performance appraisal.
- 36.02 The Employer's representative who assesses an employee's performance must have observed the employee's performance for at least one-half (½) of the period for which the employee's performance is evaluated.

In the event that an Employer's representative has not observed the employee's performance for one-half (½) of the period, an Employer's representative in the best position to make the evaluation shall do so.

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

Employee Files

- 36.04 The Employer agrees not to introduce as evidence in the case of promotional opportunities or disciplinary action any document from the file of an employee, the existence of which the employee was not made aware, by the provision of a copy thereof at the time of filing.

- 36.05 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 two (2) years has elapsed since the disciplinary action was taken provided that no further disciplinary action of a similar nature has been recorded during this period.
- 36.06 Upon request of an employee, the Personnel file of that employee shall be made available for his examination at reasonable times in the presence of an authorized representative of the Employer. With written authorization from the employee, a Representative of the Union shall be given the opportunity to review that employee's file and take any copies that may be needed.
- 36.07 Only one file per employee for the purposes of performance evaluation or discipline shall exist.
- 36.08 The Employer agrees that communications between an employee and his Representative are confidential.
- 36.09 The Employer shall not ask questions of the Representative which answers to those questions may be damaging to the employee(s), nor shall any evidence produced by the Representative be used against the employee(s). In accordance with the foregoing, a Representative shall not be forced to testify against an employee.

Article 37 - Suspension and Discipline

- 37.01 The Employer shall have the right to suspend with or without pay and/or discharge an employee for just and sufficient cause. Prior to suspending or discharging an employee, the Employer shall examine several factors such as the seriousness of the offence, the employee's length of service, and other relevant mitigating factors.
- 37.02 When employees are to be suspended or dismissed, the Employer shall notify the employee in writing of the reasons for such suspension or dismissal within twenty-four (24) hours of the suspension or dismissal in sufficient detail that the employee may defend himself against it.
- 37.03 The Employer shall notify the local Representative of the Union that such suspension has occurred or is to occur.
- 37.04 When employees are required to attend a meeting where a disciplinary decision concerning them is to be taken by the Employer, the employees are entitled to have, at their request, a Representative of the Union to attend the meeting. The Employer must advise the employee of his right to be accompanied by his Representative at least one day in advance of the meeting.

Article 38 - Adjustment of Disputes

- 38.01 “Grievance” means a difference which arises between the Union and the Employer and/or between an employee(s) and the Employer relating to:
- (a) the interpretation, application, administration or alleged violation of this Agreement (including any question as to whether a matter is arbitrable);
 - (b) the interpretation, application, administration or alleged violation **of** a provision of an Act or Regulation, or a direction or other instrument made or issued by the Employer dealing with the terms or conditions of employment;
 - (c) disciplinary action resulting in demotion, suspension, or a financial penalty (including the withholding of an increment);
 - (d) dismissal; or
 - (e) letters or notations of discipline placed on an employee’s personnel file.
- 38.02 The procedure for the final resolution of the grievances listed in Article 38.01 is to arbitration.
- 38.03 The Employer shall be entitled to file grievances directly with the President of the Union.

Representation

- 38.04 If he so desires, an employee may be assisted and represented by the Union when presenting a grievance at any level.
- 38.05 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.
- 38.06 Where an employee has been represented by the Union in the presentation of his grievance, the Employer will provide the appropriate Representative of the Union with a copy of the Employer’s decision at each level of the grievance procedure at the same time that the Employer’s decision is conveyed to the employee.
- 38.07 The Union shall on their own behalf or on behalf of one or more members have the right to initiate and present a grievance on any matter.
- 38.08 The Union shall have the right to consult with the Employer with respect to a grievance at each or any level of the grievance procedure.

Procedure

- 38.09 Except as otherwise provided in this Agreement a grievance shall be processed by recourse to the following steps:
- (a) First Level (Secretary-Manager)
 - (b) Second Level (Board of Directors)
 - (c) Final Level (Arbitration)
- 38.10 The Employer shall provide the employee with a receipt stating the date on which the grievance was received.
- 38.11 The Labour/Management Committee shall have four (4) working days in which to try to resolve the matter prior to it being referred to Arbitration.
- 38.12 A grievance of an employee shall not be deemed to be invalid by a reason only of the fact it is not in accordance with the form supplied by the Employer.
- 38.13 No proceedings under this Article are invalid by reason of any defect of form or any technical irregularity.
- 38.14 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 Union's written agreement.

Time Limits

- 38.15 **An** employee or the Union may present a grievance to the first level of the procedure within twenty-five (25) calendar days of the date on which he first becomes aware of the action or circumstances giving rise to the grievance.
- 38.16 The Employer shall reply in writing to a grievance within twenty-five (25) calendar days at the First Level 1 and within thirty (30) calendar days at the Second Level 2.
- 38.17 An employee or the Union may present a grievance at each succeeding level in the grievance procedure beyond the first level;
- (a) where the decision or settlement is not satisfactory to the grievor, within thirty (30) calendar days after that decision or settlement has been conveyed in writing to him by the Employer; or
 - (b) where the Employer has not conveyed a decision to the griever within the time prescribed in Article 38.16 within thirty (30) calendar days after the day the reply was due.

38.18 The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the Union Representative. Where a grievance has not been filed or advanced within the time limits specified in this Article, the grievance shall be considered abandoned.

Arbitration

38.19 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement including any question as to whether a matter is arbitrable, or where an allegation is made that a term or condition of this Agreement has been violated, either of the parties may, after exhausting the grievance procedure in this Article, notify the other party in writing within thirty (30) calendar days of the receipt of the reply at the Second Level, or where no reply is received within thirty (30) calendar days of the date the reply at the Second Level was due, of his/her desire to submit the difference or allegation to arbitration.

38.20 (a) The parties agree that arbitration referred to in Article 38.19 shall be by a single arbitrator.

(b) The parties will attempt to come to an agreement on the selection of an Arbitrator within thirty (30) calendar days of the date on which notification by either party to submit the difference or allegation to arbitration was made, or such further period as may be mutually agreed upon by the parties.

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

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

38.22 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.

38.23 The award of the arbitrator shall be signed by him and copies thereof shall be transmitted to the parties to the dispute.

38.24 The Arbitrator shall not have the authority to alter or amend any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or to render any decision contrary to the terms and provisions of this Agreement, or to increase or decrease wages.

38.25 The Employer and Union shall each pay one-half (½) of the remuneration and expenses of the arbitrator and each party shall bear its own expenses of every such arbitration.

- 38.26 Where a party has failed to comply with any of the terms of the decision of the arbitrator, either party or employee affected by the decision may, after the expiration of fourteen **(14)** calendar days for the date of the release of the decision or the date provided in the decision for compliance, whichever is later, file in the office of the Clerk of the Federal Court of Canada, a copy of the decision, exclusive of the reason therefore in the prescribed form, whereupon the decision may be entered in the same way as a judgement or an order of that court and may be enforceable as such.
- 38.27 In addition to the powers granted to arbitrators under the *Canada Labour Code* Part I the Arbitrator may determine that the employee has been dismissed for other than proper cause and he may:
- (a) direct the Employer to reinstate the employee and pay to the employee a sum equal to his wages lost by reason of his dismissal, or such less sum as in the opinion of the Arbitrator is fair and reasonable; or
 - (b) make such order as he considers fair and reasonable having regard to the terms of this Agreement.

Article 39 - Civil Liability

- 39.01 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 here! before referred to, being commenced against him must advise the Secretary/Manager of any such notification or legal process;
 - (b) The Employer shall pay any damages or costs awarded against any such employee in any such action or proceedings and all legal fees, and
 - (c) The Employer shall pay any sum required to be paid by such employee in connection with the settlement of any claim made against such employee provided the conduct of the employee which gave rise to the action did not constitute a wilful breach or negligence of his duty as an employee.
 - (d) Upon the employee notifying the Employer in accordance with paragraph (a) above, the Employer shall appoint counsel.
 - (e) Nothing in this Section will interfere with the right of the Employer to defend itself or the employee.

Article 40 - Technological Change

40.01 Both parties recognize the overall advantages of technological change. Both parties will therefore encourage and promote technological change and improvements.

With this in view, and recognizing the extensive lead time required for the selection, installation and providing of sophisticated equipment, the Employer agrees to provide 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 Employer agrees to consult with the Union with a view to resolving problems which may arise as a result of the introduction of such technological change.

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

Article 41 - Labour/Management Committee

41.01 A Labour/Management Committee will be formed to consult on matters of Safety and Health, the Employee Assistance program, transportation to a medical centre, energy conservation, and other matters of mutual interest.

41.02 The Labour/Management Committee shall be comprised of equal representation of the Union and the Employer, with each party choosing their respective representatives.

41.03 The Committee will meet at any time at the request of either party, but in any event will meet at least once every six (6) months.

41.04 In matters of Safety and Health, the Committee will follow the following provisions:

- (a) The Employer 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.
- (c) The Employer shall ensure that employees can obtain the assistance of a first aid attendant easily and rapidly in all workplaces.
- (d) The Employer 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 Employer will encourage employees to take first aid courses and will assume the costs of such courses and also the costs of refresher courses required to maintain the validity of a certificate. Employees taking first aid training shall be granted leave with pay for the duration of the courses.

Workplace Environmental Protection

- (f) The Employer 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

- (g) 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 cannot be removed or replaced, a notice indicating that a danger exists shall be posted.

Protective Clothing and Equipment

- (h) The Employer 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

- (i) A pregnant worker who furnishes to the Employer a medical certificate attesting that her working conditions may be 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. A request shall be granted by the Employer and the assignment shall be without loss of pay or benefits.

The Right to Know : Hazard Identification

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

Information and Investigations Concerning Health Hazards and Work Injuries

- (k) The Employer 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.

Employee Assistance Program

- 41.05 In matters of the Employee Assistance Program, the Labour/Management Committee shall concern itself with poor work performance resulting suspected addiction.
- 41.06 Should this time of business arise during a Labour, Management Committee meeting, the committee will deal with the matter confidentially taking into consideration the following provisions:
- (a) That 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.
- 41.07 The Committee will discuss other matters of mutual concern which may arise from time to time.

Article 42 - Safety and Health

Safety Act and Regulations

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

Right to Refuse Dangerous Work

- 42.02 An employee shall have the right to refuse to work in dangerous situations as provided in the *Safety Act*.
- 42.03 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 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.

42.04 No loss of wages or disciplinary action shall be taken against any worker by reason of the fact that he exercised the right conferred upon him in Article 42.03 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.

Article 43 - Maintenance Employees

43.01 The provisions of this Article shall apply to all maintenance employees.

Wash-up Time

43.02 Maintenance employees shall be permitted paid wash-up time to a maximum of ten (10) minutes at the conclusion of each shift. In unusual circumstances this period may be extended by the employee's supervisor to a maximum of fifteen (15) minutes.

Work Clothing And Protective Equipment

43.03 The Employer shall provide all clothing and equipment required by the Workers' Safety and Compensation Commission plus the following articles to full-time, part-time and term employees:

- (a) Summer coveralls, and will replace them as required, but not more than once per year;
- (b) Winter coveralls, and will replace them as required, but not more than once every two (2) years;
- (c) An annual boot allowance of one hundred and ten dollars (\$1 10.00) once per year on a reimbursement basis upon production of receipts.

Adverse Working Conditions

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

Article 44 - Apprentices and Trainees

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

- (a) The *Apprenticeship, Trade and Occupations Certification Act* and pursuant Regulations shall apply to all Apprentices and Trainees employed. A copy of the current Regulations shall be made available to the apprentice upon appointment.
- (b) Apprenticeship Training programs shall be 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%		
 <u>Two Year Training Programs</u>		 <u>One Year Training Programs</u>	
Year 1	65%	Year 1	70%
Year 2	80%		

- (e) Apprentices shall be entitled to the benefits and terms and conditions of employment outlined in the Agreement while they are working for the Employer and while attending Trade School.

44.02 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.

44.03 An apprentice who fails any portion of the trade training course three times may be dismissed. The Employer will attempt to continue to employ in a position for which the employee is qualified.

Article 45 - Tools

45.01 The Employer agrees to replace worn out or broken tools used and owned by Journeyman and Apprentices in the regular performance of their work. Whenever replacement is made, the new tool will be of a similar quality as the initial tool. In situations where highly specialized tools are not normally associated with a Journeyman's tool kit are required, they will be provided by the Employer, who will retain ownership of them. The Employer shall assist employees in the purchase of tools and equipment used in the performance of their duties to the extent that employees shall be able to purchase these tools and equipment through the Employer at the Employer's cost price.

Article 46 - Northern Allowance

- 46.01 All employees shall be paid a Northern Allowance. This allowance shall be based upon an annual amount, and 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%) per day. The Northern Allowance shall be paid on all regular hours paid for all employees, including part-time employees, up to the maximum of the normal weekly hours for the employee's classification.
- 46.02 (a) Effective April 1, 2009 the Northern Allowance shall be based on \$24,500 per year.
- (b) The amount of the Northern Allowance set out in Article 46.02(a) shall not change until such time as the rate set by the Government of Nunavut for its Nunavut Northern Allowance for Arviat exceeds the amount in Article 46.02(a), at which time and thereafter the amount of the Northern Allowance shall increase as the Government of Nunavut increases its Nunavut Northern Allowance for Arviat in its collective agreement with the Nunavut Employees Union.
- 46.03 Seven Thousand Five Hundred Dollars (\$7,500) of an employee's Northern Allowance shall be designated as a travel allowance pursuant to the *Income Tax Act*.
- 46.04 Employees receiving the Northern Allowance shall be permitted to elect to receive up to Seven Thousand Five Hundred Dollars (\$7,500) from the annual amount of Northern Allowance in a lump sum payment, provided that they have given written notice to the Employer on or before April 1st of each year. Where an employee elects to receive such lump sum payment, the employee's hourly rate for Northern Allowance, calculated in Article 46.01, shall be pro rated by subtracting the amount of the lump sum payment from the annual amount of Northern Allowance.

This lump sum payment shall be paid on a date requested by the employee.

Any earned but unpaid lump sum payment of Northern Allowance shall be paid out on termination of the employee's employment or in the event of the employee's death.

Article 47 - Other Allowances

Vehicle Allowance

- 47.01 The Employer shall pay a Vehicle Allowance of One Hundred Dollars (\$100) per day for those employees who use their personal vehicles at work or Three Hundred and Seventy-Five Dollars (\$375) per work week for personal vehicles when used at work for a full normal work week, provided the Manager has authorized it. In the case of all-terrain vehicles (ATV) and snowmobiles, the Vehicle Allowance shall be paid at a rate of thirty dollars (\$30) per day.

Off-season Bonus

- 47.02 Employees entitled to take Vacation Leave or time off in lieu of overtime pay in accordance with Article 27.04(c) shall be paid an incentive payment for taking no more than five (5) working days of Vacation Leave or time off in lieu of overtime during the period between April 1 and September 30 in any year. The amount of the payment shall be six hundred dollars (\$600.00) payable October 1, 2009, nine hundred dollars (\$900.00) payable October 1, 2010, and twelve hundred dollars (\$1200.00) payable October 1, 2011.

Article 48 - Pension and Group Benefit Plans

- 48.01 The Northern Employee Benefits Services (NEBS) Pension Plan is a term and condition of employment for all eligible employees.
- 48.02 The Northern Employee Benefits Services (NEBS) Group Benefit Plan {i.e. Basic Group Life Insurance (3 x annual salary), Accidental Death, Disease & Dismemberment (3 x annual salary), Dependents Insurance, and Long Term Disability (60% non-taxable)} is a term and condition of employment for all eligible employees.
- 48.03 The Employer shall advise the pension plan and insurance plans administrator of any adjustments to earnings subject to these plans, terminations of employees covered by these plans, new eligible employees under these plans, and other required data as determined by these plans without delay.
- 48.04 The Employer shall remit all required contributions and premiums for the plans under this Article within a reasonable period, and shall forward all claims under these plans in a timely manner.
- 48.05 The Employer shall distribute to all employees eligible for coverage under the plans in this Article all literature, statements and materials produced by NEBS and the insurers, which are intended for distribution to the employees. New eligible employees shall be provided with plan booklets upon hire and shall be enrolled in a timely manner.
- 48.06 All issues arising under the Group Benefit and Pension Plans, including issues concerning eligibility and entitlement shall be determined by the Plans' providers.
- 48.07 An Employee who is to be dismissed shall be provided with the option of taking early retirement if he would otherwise qualify.
- 48.08 The Employer shall discuss a Pre-Retirement Planning program in consultation at the Labour/Management Committee.

Article 49 - No Contracting Out

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

Article 50 - Lay-Off and Job Security

50.01 Lay-offs will be made, when necessary, on the basis of seniority within specified classifications.

In order to minimize the adverse effects of Lay-off, the Employer will provide retraining when practicable.

A person ceases to be a lay-off if he is not appointed to a position within twenty-four (24) months from the date on which he became a lay-off.

Recall

50.02 Before an employee is laid off:

- (a) each such employee shall be given notice in writing of the effective date of his lay-off as far in advance as is possible subject to a minimum of two (2) months, or two (2) months pay in lieu of notice.
- (b) every employee subject to lay-off shall, during the three month period of notice, be granted leave with pay for the purpose of being interviewed and examined by a prospective employer and to such additional leave with pay as the Employer considers reasonable for the employee to travel to and from the place where his presence is so required.

50.03 Recall from a lay-off will be made on the basis of seniority within specified classifications.

50.04 The Employer shall give notice of recall personally or by registered mail.

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

Notice of recall is given by registered mail, notice is deemed to be given fourteen days from the date of mailing.

50.05 The employee shall return to work within ten (10) working days of receipt of notice of recall, unless, on reasonable grounds, he is unable to do so.

Cooling Off Period

50.06 An employee who wilfully terminates his employment as a result of a misunderstanding or argument shall be allowed to return to work and remain employed if he does so within one (1) working day. **An** employee can only take advantage of this section once a year.

Garnishee

- 50.07 The Employer 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 51 - Severance Pay

Lay-off

- 51.01 An employee who has one year or more of continuous employment and who is laid off is entitled to be paid Severance Pay at the time of lay-off in the amount of two (2) weeks of pay for the first year of service and one (1) week for each year of continuous employment after the first year.
- 51.02 Payment shall be prorated in respect of any period of continuous employment which is less than a complete year.

Resignation

- 51.03 For all employees employed as of August 1, 1998 who resigns after eight (8) years of continuous employment is entitled to be paid Severance Pay on resignation in accordance with the following formula:

$$\frac{\text{Number of years of service} \times \text{weekly rate of pay on resignation}}{2}$$

less any period of continuous employment in respect of which Severance Pay was previously granted, to a maximum of thirteen (13) weeks pay.

Retirement and Termination for Health Reasons

- 51.04 This clause shall apply to an employee:
- (a) who retires from the Employer; or
 - (b) whose employment is terminated as a result of a recommendation made to the Employer that the employee was incapable of performing his/her duties because of chronically poor health.
- 51.05 When employment terminates for either of the reasons stated in Article 51.04 above, the employee shall be paid Severance Pay equal to the product obtained by multiplying his/her weekly rate of pay on termination of employment by the number of completed years of his/her continuous employment to a maximum of thirty (30), less any period of continuous employment in respect of which Severance Pay was previously granted.
- 51.06 When employment terminates for either of the reasons stated in Article 51.04, the employee shall have the right to waive his/her entitlement to Severance Pay and, in lieu thereof, be granted an equivalent period of leave with pay.

Article 52 - Social Justice Fund

52.01 The Employer shall contribute one cent (\$0.01) per hour worked to the PSAC Social Justice Fund and such contribution will be made for all hours worked by each employee in the bargaining unit. Contributions to the Fund will be made quarterly, in the middle of the month immediately following completion of each fiscal quarter year, and such contributions remitted to the PSAC National Office. Contributions to the Fund are to be utilized strictly for the purposes specified in the Letters Patent of the PSAC Social Justice Fund.

Article 53 - Re-opener of Agreement and Mutual Discussions

Re-opener of Agreement

53.01 The Agreement may be amended by mutual consent.

Mutual Discussions

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

Article 54 - Duration and Renewal

54.01 The term of this Agreement shall be from April 1, 2009 to March 31, 2012.

54.02 Notwithstanding Article 54.01, the provisions of this Agreement, including the provisions for the adjustment of disputes in Article 38 -, shall remain in effect during the negotiations for its renewal, and until either a new collective agreement becomes effective, or until the provisions of Section 89(1) of the *Canada Labour Code* have been met.

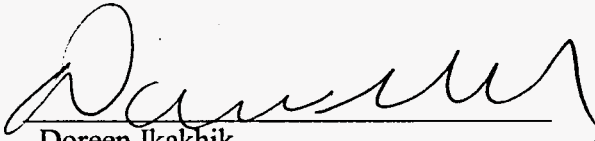
54.03 In accordance with Section 49(1) of the *Canada Labour Code*, either party to this Agreement may, within the period of four (4) months immediately preceding the date of expiration of the term of this Agreement, by written notice, require the other party to this Agreement to commence collective bargaining with a view to the conclusion, renewal or revision of this Agreement.

54.04 Where notice to bargain collectively has been given under Article 54.03, the Employer shall not alter the rates of pay or any term or condition of employment or any right or privilege of the employees, or any right or privilege of the Union until a renewal or revision of this Agreement has been concluded, or a new collective agreement has been entered into in accordance with Section 50 of the *Canada Labour Code*, or until the provisions of Section 89(1) of the *Canada Labour Code* have been met, unless the Union consents to the alteration of such a term or condition, or such a right or privilege.

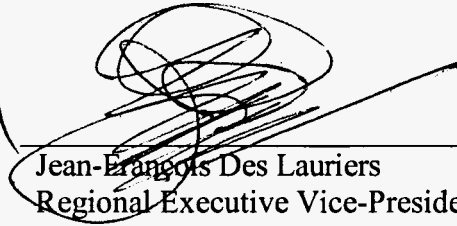
Signed at Arviat, Nunavut this 18th day of March 2009.

on behalf of the
Arviat Housing Association

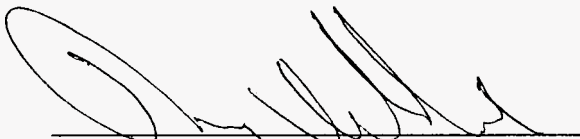
on behalf of the
Public Service Alliance of Canada



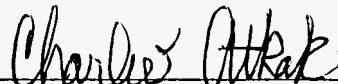
Doreen Ikakhik
Director



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



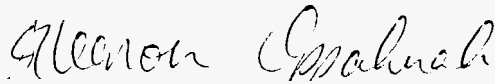
Tony Uluadluak
Director



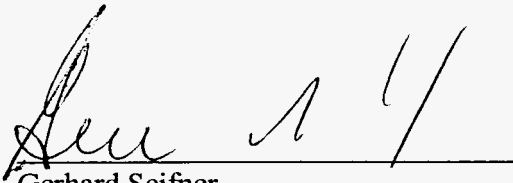
Charlie Atkak
Committee Member



Ian Copland
Manager



Gleason Uppahuak
Committee Member



Gerhard Seifner
Negotiator



Stephen Bedingfield
Negotiator

**Schedule A
Hourly Rates of Pay**

Effective April 1, 2009	Step 1	Step2	Step3	Step4	Step5	Step 6
<u>Administration</u>						
Assistant Secretary/Manager	30.60	31.52	32.45	33.44	34.43	35.48
Finance Officer	26.08	26.82	27.64	28.47	29.30	30.21
Tenant Relations Officer	26.08	26.82	27.64	28.47	29.30	30.21
Assistant Tenant Relations Officer	21.06	21.70	22.35	23.02	23.71	24.42
Clerk/Typist	19.89	20.50	21.10	21.74	22.39	23.06
<u>Maintenance</u>						
Foreman	29.70	30.60	31.52	32.45	33.45	34.44
Oil Burner Mechanic	30.31	31.22	32.14	33.12	34.11	35.14
Maintenance Clerk	26.08	26.82	27.64	28.47	29.30	30.21
Housing Maintenance Serviceperson	27.48	28.31	29.14	30.03	30.92	31.84
Janitor*	16.85	17.35	17.88	18.41	18.96	19.54
Casual Help*	20.00	20.60	21.22	21.85	22.51	23.19
Special Project Employee*	22.58	23.26	23.96	24.67	25.41	26.18

• In order to move to the next step 2080 hours of accumulated service, since 1 August 2005, are required.

**Schedule A
Hourly Rates of Pay (continued)**

Effective April 1, 2010	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<u>Administration</u>						
Assistant Secretary/Manager	31.51	32.46	33.43	34.44	35.46	36.54
Finance Officer	26.86	27.63	28.47	29.33	30.18	31.11
Tenant Relations Officer	26.86	27.63	28.47	29.33	30.18	31.11
Assistant Tenant Relations Officer	21.70	22.35	23.02	23.71	24.42	25.15
Clerk/Typist	20.48	21.12	21.74	22.39	23.06	23.75
<u>Maintenance</u>						
Foreman	30.60	31.51	32.46	33.43	34.45	35.47
Oil Burner Mechanic	31.22	32.16	33.11	34.11	35.14	36.19
Maintenance Clerk	26.86	27.63	28.47	29.33	30.18	31.11
Housing Maintenance Serviceperson	28.30	29.16	30.01	30.93	31.85	32.79
Janitor*	17.36	17.87	18.41	18.96	19.53	20.12
Casual Help*	20.60	21.22	21.85	22.51	23.18	23.88
Special Project Employee*	23.26	23.96	24.67	25.41	26.18	26.96

* In order to move to the next step 2080 hours of accumulated service, since 1 August 2005, are required.

**Schedule A
Hourly Rates of Pay (continued)**

Effective April 1, 2011	Step1	Step2	Step3	Step4	Step5	Step6
<u>Administration</u>						
Assistant Secretary/Manager	32.62	33.60	34.59	35.64	36.70	37.82
Finance Officer	27.80	28.60	29.47	30.36	31.24	32.20
Tenant Relations Officer	27.80	28.60	29.47	30.36	31.24	32.20
Assistant Tenant Relations Officer	22.46	23.13	23.82	24.54	25.27	26.03
Clerk/Typist	21.20	21.85	22.50	23.18	23.86	24.59
<u>Maintenance</u>						
Foreman	31.67	32.62	33.60	34.59	35.65	36.71
Oil Burner Mechanic	32.31	33.28	34.27	35.31	36.37	37.46
Maintenance Clerk	27.80	28.60	29.47	30.36	31.24	32.20
Housing Maintenance Serviceperson	29.30	30.18	31.07	32.02	32.97	33.94
Janitor'	17.96	18.50	19.06	19.62	20.21	20.83
Casual Help*	21.32	21.96	22.62	23.30	24.00	24.72
Special Project Employee*	24.07	24.79	25.54	26.30	27.09	27.91

* In order to move to the next step 2080 hours of accumulated service, since 1 August 2005, are required.

Letter of Understanding;

A. The Employer and the Union agree that anyone performing services for the Employer who is part of a work placement program, and whose services for the Employer are funded, such as:

summer students;
social assistance recipients;
work experience students

are members of the Bargaining Unit and will receive the greater of:

- a) the minimum wage plus \$3.18 per hour; or
- b) the wage and benefit plans according to the level of funding realized from the third party programs.

