

# Collective Agreement

between

**Public Service Alliance of Canada**  
(As Represented by its Agent Nunavut Employees Union)

and

**Kikitak Housing Association**

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Nunavut Employees Union  
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**Article I**  
**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 the well-being and increase the productivity of employees to the end that the Employer **will** be well and efficiently served. Accordingly the parties are determined to establish, **within** the framework provided by law, an effective working relationship at all levels in which members of the Bargaining Unit are employed.

**Article 2**  
**Interpretation and Definitions**

- 2.01 For the purpose of **this** Agreement:
- (a) "Agreement" means **this** Collective Agreement;
  - (b) "Alliance" means the Public Service Alliance of Canada;
  - (c) "Allowance" means compensation payable to an employee in addition to his regular remuneration payable for the performance of the duties of his position;
  - (d) "Bargaining Unit" means all employees of the Kikitak Housing Association, excluding the Secretary Manager and Assistant Secretary Manager;
  - (e) "Casual employee" means a person who is hired for work of a temporary nature not exceeding **six (6)** consecutive months in duration unless agreed otherwise by the parties. A casual person will not be used to reduce the regular hours of work of, or replace, **an** employee;
  - (f) "Common-law spouse" relationship is said to exist when, for a continuous period of at least one (1) year, an employee has lived with a person, publicly represented that person to be their spouse, and lives and intends to live with that spouse **as** if that person were their spouse;
  - (g) "Continuous Employment and Continuous Service" mean uninterrupted service with the Employer and with reference to re-appointment of a lay-off means 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 provided that his re-appointment occurs **within six (6)** months of his lay-off;

- (h) "Day of Rest" in relation to an employee means a day other than a Designated Paid 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;
- (i) "Demotion" means the appointment of an employee for reasons of incompetence or incapacity, to a new position for which the maximum pay is less than that of his former position;
- (j) "Dependant" means a person residing with an employee who is:
  - (i) the employee's spouse, including common-law spouse;
  - (ii) child, step-child or adopted child who is under nineteen years of age and dependant upon the employee for support or being nineteen years of age or more and dependant upon the employee by reason of mental or physical infirmity; or
  - (iii) any other relative of the employee who is wholly dependent upon the employee for support by reason of mental or physical infirmity;
- (k) "Designated Paid Holiday" means the twenty-four (24) hour period commencing at 12 midnight at the beginning of a day designated as a paid holiday in this Agreement;
- (l) "Employee" means a member of the Bargaining Unit;
- (m) "Employer" means the Kikitak Housing Association;
- (n) "Fiscal Year" means the period of time from April 1 in one year to March 31 in the following year;
- (o) "Lay-off" means an employee whose employment has been terminated because of lack of work or lack of funding;
- (p) "Leave of Absence" means absence from duty with the Employer's permission;
- (q) "Manager" means the Secretary Manager of the Kikitak Housing Association or his/her designate;
- (r) "May" shall be regarded as permissive and "Shall" and "Will" as imperative;
- (s) "Membership Fees" means the fees established pursuant to the By-Laws of the Union as fees payable by the members of the Bargaining Unit and shall not include any initiation fee, insurance premium or any other levy;
- (t) "Overtime" means work performed by an employee in excess of his regularly scheduled hours of work. For part-time employees, overtime means all hours worked in excess of the regular hours of work for a full-time employee in the same position;

- (u) "Part Time Employee" means a person employed by the Employer, whose scheduled hours of work are less than the normal hours of work scheduled in a week for full time employees. Except when stated elsewhere in this Agreement, benefits for part time employees will be pro rated accordingly. Overtime will be based on the normal scheduled hours in a week for full time employees;
- (v) "Probation" means a period of *six* (6) months from the day upon which an employee is first appointed or a period of three (3) months after an employee has been transferred or promoted. If an employee does not successfully complete his probationary period on transfer or promotion, the Employer shall appoint him to a position comparable to the one from which he was transferred or promoted;
- (w) "Promotion" means the appointment of **an** employee to a position for which the maximum rate of pay exceeds that of his former position;
- (x) "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;
- (y) "Seniority" is defined as length of service with the Employer and shall be applied on a Bargaining Unit-wide basis;  
  
Historical Note: Former Kikitak Housing Association employees transferred their seniority to the Hamlet of Gjoa Haven in 1997, and employees of the Hamlet of Gjoa Haven transferred their seniority to the Employer on April 1, 2005.
- (z) "Transfer" means the appointment of an employee to a position, that does not constitute a promotion or demotion;
- (aa) "Union" means the Nunavut Employees Union;
- (bb) "Week" for the purposes of this Agreement shall be deemed to commence at 12:01 a.m. on Monday and terminate at midnight on Sunday.

2.02 Except as otherwise provided in **this** Agreement, expressions used in **this** Agreement:

- (a) if defined in the *Labour Standards Act* or in the Regulations made thereunder, have the same meaning as given to them in that Act or Regulations; and,
- (b) if defined in the *Interpretation Act*, but not defined in the Act mentioned in paragraph (a), have the same meaning as given to them in the *Interpretation Act*. ~

Number and Gender

2.03 Wherever the singular, plural, masculine, feminine or neuter is used throughout this Agreement the same shall be construed as meaning the singular, plural, masculine, feminine, neuter or body corporate as appropriate and with regard to the provisions of this Agreement.

### **Article 3**

#### **Recognition**

- 3.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees in the Bargaining Unit.
- 3.02 The Employer shall advise prospective employees that the workplace is unionized.

### **Article 4**

#### **Application**

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

##### Future Legislation

- 4.02 In the event that any law passed by Parliament, or the Nunavut Legislative Assembly renders null and void or alters any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement. When this occurs the Agreement shall be reopened upon the request of either party and negotiations shall commence with a view to finding an appropriate substitute for the annulled or altered provision.

##### Conflict of Provisions

- 4.03 Where there is any conflict between the provisions of this Agreement, and any regulation, direction or other instrument dealing with terms and conditions of employment issued by the Employer the provisions of this Agreement shall prevail.

### **Article 5**

#### **Strikes and Lockouts**

- 5.01 During the life of the Agreement, there shall be no lockout by the Employer and no interruption or impeding of work, work stoppage, strike, sit-down, slow-down, or any other interference with production by any employee or employees.
- 5.02 Any employee who participates in any interruption or impeding of work, work stoppage, strike, sit-down, slow-down, or any other interference with production may be disciplined by the Employer.
- 5.03 No employee shall be required to cross any legal picket line at a place of employment. No employee shall suffer a loss of pay or benefits as a result of a refusal to cross a legal picket line.

## **Article 6**

### **Managerial Responsibilities**

- 6.01 Except to the extent provided in this Agreement, this Agreement in no way restricts the Employer in the management of the Kikitak Housing Association and the direction of its workforce. The Employer shall exercise its rights in a manner which is fair, reasonable and consistent with the terms of this Agreement.

## **Article 7**

### **Restrictions on Outside Employment**

- 7.01 Subject to Article 7.02, **an** employee can carry on any business or employment outside his regularly scheduled hours of duty without interference from the Employer.
- 7.02 Employees are prohibited from carrying on any business or employment outside their regularly scheduled hours of duty when:
- (a) a conflict of duties may develop between an employee's regular work and his outside interests; and
  - (b) certain knowledge and information available **only** to Employer personnel place the individual in a position where he can exploit the knowledge or information for personal gain.
- 7.03 Employees are prohibited from the use of premises, vehicles, equipment, tools and other assets or property of the Employer for personal use or in an outside business **or** employment unless authorization is obtained from the Employer in advance.

## **Article 8**

### **Employer Directives**

- 8.01 The Employer shall provide the Labour Management Committee 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 request and consider the advice of the Union prior to issuing such directives.

## **Article 9**

### **Human Rights**

#### Freedom from Discrimination

- 9.01 The Union, the Employer, and the employees agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee by reason of race, colour, ancestry, ethnic **origin**, citizenship, place of origin, creed, religion, age,



disability, sex, sexual orientation, marital status, family status, pregnancy, lawful source of income, political affiliation, conviction for which a pardon has been granted, union membership or activity, or for exercising their rights under this Agreement.

- 9.02 The Employer shall make every reasonable effort to find alternate employment within its employ for an Employee who becomes unable to carry out his normal work functions as a result of a physical or mental disability arising as a result of his employment with the Employer.

Equal Pay for Similar Work

- 9.03 The Employer agrees to recognize the principle of equal pay for similar or substantially similar work regardless of the sex of the employee.

**Article 10**  
**Appointment of Representatives**

- 10.01 The Employer acknowledges the right of the Union to appoint employees as Representatives. The Union will provide the Employer with the names of its Representatives within a reasonable period.

**Article 11**  
**Union Access to Employer Premises**

- 11.01 Upon reasonable notice and at reasonable times the Employer shall permit access to its work premises of an accredited Representative of the Union.

**Article 12**  
**Time-off for Union Business**

Conciliation or Arbitration Hearings (Disputes)

- 12.01 (a) The Employer will grant leave with pay to one (1) employee representing the Union before a Conciliation or Arbitration Board hearing;

Employee Called as a Witness

- (b) The Employer will grant leave with pay to an employee called as a witness before a Conciliation or Arbitration Board hearing and where operational requirements permit, leave with pay to an employee called as a witness by the Union.

Arbitration Hearing (Grievance)

- 12.02 (a) 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

- (b) 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

- (c) The Employer **will** grant leave with pay to a witness called by an employee who is a party to the grievance.

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

- (a) when the discussions take place in the Hamlet of Gjoa Haven, leave with pay, and;
- (b) when the discussions take place outside the Hamlet of Gjoa Haven, leave without pay.

Contract Negotiations Meetings

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

Preparatory Contract Negotiations Meetings

12.05 When operational requirements permit, the Employer will grant leave with pay to two (2) employees to attend a reasonable number of preparatory negotiations meetings.

Meetings Between Employee Organizations and Management

12.06 When operational requirements permit, the Employer **will** grant time-off with pay to one (1) employee who is meeting with management on behalf of the Union.

Employee Organization Executive Council Meetings, Congress and Conventions

12.07 Where operational requirements permit, the Employer will grant reasonable leave without pay to a maximum of two (2) employees to attend executive council meetings and conventions of the Alliance, the Nunavut Employees Union, the Canadian Labour Congress and the Northern Territories Federation of Labour.

12.08 The Employer shall grant reasonable leave without pay to one (1) employee elected to attend conventions of the Nunavut Employees Union. One (1) additional employee may be approved pursuant to Article 12.07.

Representatives Training Course

12.09 When operational requirements permit, the Employer **will** grant reasonable leave without pay to employees who exercise the authority of a Representative on behalf of the Union to undertake training related to the duties of a Representative, provided that no more than three

(3) employees, each from different departments, shall be granted leave for attendance at no more than **two (2)** training programs each per fiscal year.

Time-off for Representatives

- 12.10 (a) A Representative shall obtain the permission of **his** immediate supervisor before leaving his **work** to investigate a grievance, to meet with management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld.
- (b) The Representative shall make every reasonable effort to report back to **his** supervisor before resuming **his** normal duties.
- 12.11 When operational requirements permit, and upon reasonable notice, 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 Federal or Territorial legislation; and
- (b) to present briefs to commissions, boards and hearings that are mandated by Territorial legislation or the Federal Government.

Leave for Full-Time Union Positions

- 12.12 An employee elected as a full-time paid officer of the executive of the Union, the Alliance or the Northern Territories Federation of Labour shall, upon application, be granted leave of absence without pay for the term of office. During the leave of absence such employees shall maintain all benefits accumulated prior to commencement of the leave but shall not accumulate any additional benefits during the leave, unless the parties agree otherwise.
- 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 and subject to operational requirements, 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 shall, as a condition of employment, deduct Membership Fees from the pay of all employees in the Bargaining Unit, which will be deducted from each paycheque to the extent that earnings are available.
- 13.02** The Alliance 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 biweekly basis.
- 13.04** No employee organization, other than Alliance, 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, 233 Gilmour Street, Ottawa, Ontario, K2P 0P1, by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on his behalf.
- 13.06** The Alliance agrees to indemnify and save the Employer harmless against any claim or ~~liability~~ arising out of the application of **this** article except for any claim or liability arising out of an error committed by the Employer.
- 13.07** The Employer agrees to identify annually on each employee's **T4** slip the total amount of Membership Fees deducted for the applicable taxation year.

## **Article 14** **Information**

- 14.01** (a) The Employer agrees to provide the Union within **thirty (30)** days of change occurring in the Bargaining Unit, with the name, address, job title, rate of pay, employment status and social insurance number of all employees in the Bargaining Unit.
- (b) The Employer shall indicate which employees have been recruited or transferred and those employees who have been struck off strength during the period reported.
- (c) The Employer shall provide separate listings for employees who are normally scheduled to work full-time (including term, casual and/or seasonal employees) and for employees who are normally scheduled to work less than full-time, that is fewer than the regular hours per day or days per week.
- (d) The Employer agrees to provide the Nunavut Employees Union with a copy of the list of the dues remittance on a monthly basis. The list shall be annotated to indicate why no dues are being deducted.

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

Translation of the Agreement

14.03 The Employer and the Union shall share equally the cost of translating this Agreement into Inuktitut. The translation shall be arranged by the Employer within *six* (6) months of the signing of this Agreement.

14.04 The Employer and the Union **will** share equally all costs associated with the publication of this Agreement. The Union will facilitate the publication of this Agreement.

**Article 15**  
**Provision of Bulletin Board Space and Other Facilities**

15.01 The Employer shall provide bulletin board space in each location clearly identified for exclusive Union use.

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

15.03 Upon reasonable notice and when the space is available the Employer shall make available to the Union and the members of the Bargaining Unit a suitable meeting room for each local or branch to be used from time to time for the conducting of business relating to the Bargaining unit.

15.04 The Employer **will** deliver any mail originating from the Union addressed to members.

15.05 A Representative of the Union shall have the right to give each new Employee an orientation of up to fifteen (15) minutes and the Representative of the Union shall be given leave with pay for such purposes.

**Article 16**  
**Designated Paid Holidays**

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

- (a) New Year's Day;
- (b) Good Friday;
- (c) Easter Monday;
- (d) Victoria Day;
- (e) Canada Day;
- (f) Nunavut Day;

- (g) The first Monday in August;
- (h) Labour Day;
- (i) Thanksgiving Day;
- (j) Remembrance Day;
- (k) Christmas Day;
- (l) Boxing Day;
- (m) One additional day when proclaimed by an Act of Parliament as a National Holiday;
- (n) one or more additional days when proclaimed by the Mayor of the Hamlet of Gjoa Haven or by the Commissioner of Nunavut.

16.02 Article 16.01 does not apply to an employee who is absent without pay on either the working day immediately preceding or the working day following the Designated Paid Holiday.

Holiday ~~Falling~~ on a Day of Rest

16.03 When a Designated Paid Holiday under Article 16.01 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.

16.04 When a Designated Paid Holiday for an employee is moved to another day under the provisions of Article 16.03:

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

16.05 When the Employer requires an employee to work on a Designated Paid Holiday as part of his regularly scheduled hours of work or as overtime when he is not scheduled to **work**, he shall be paid in addition to the pay that he would have been granted had he not worked on the Designated Paid Holiday, double time for **all** hours worked.

16.06 Where 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.

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

16.08 A Designated Paid Holiday may be moved to a mutually agreeable date, if agreed by the Labour/Management Committee.

- 16.09 An Employee who is not required to work on a Designated Paid Holiday shall not be required to work on another day that would be 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 17**

### **Leave - General**

- 17.01 When an employee is in receipt of an allowance and is granted leave with pay, he is entitled during his period of leave to receive the allowance. Employees who are on leave of absence without pay are not entitled to receive any pay, allowances or benefits during the period of leave without pay, except as provided in this Agreement.
- 17.02 When the employment of an employee who **has** been granted more vacation, sick leave or special leave with pay than he has earned is terminated the employee shall be considered to have earned that amount of leave with pay granted to him provided that:
- (a) an employee's employment is terminated by his death;
  - (b) an employee's employment is terminated by lay-off instituted at any time after he has completed three (3) or more years of continuous employment.
- 17.03 During the month of April 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 31<sup>st</sup> day of March.
- 17.04 When the Employer rejects an employee's application for leave the reasons for the rejection shall be provided to the employee in writing forthwith.
- 17.05 An employee's request for any leave will be responded to by the Employer within a reasonable period of time.

## **Article 18**

### **Vacation Leave**

#### Accumulation of Vacation Leave

- 18.01 (a) For each month of a fiscal year in which an employee receives ten (10) days pay, he shall earn Vacation Leave at the following rates:
- (i) one and one-quarter (1 ¼) days each month (15 working days per year) until the month in which the anniversary of the second (2<sup>nd</sup>) year of continuous service is completed;

- (ii) one and two-thirds (1-2/3) days each month (20 working days per year) commencing in the month after completion of two (2) years of continuous service and ending in the month that ten (10) years of continuous service is completed;
  - (iii) two and one-twelfth (2-1/12) days each month (25 working days per year) commencing in the month after completion of ten (10) years of continuous service and ending in the month that sixteen (16) years of continuous service is completed;
  - (iv) two and one-half (2 ½) days each month (30 working days per year) commencing in the month after completion of sixteen (16) years of continuous employment.
- (b) (i) The accumulated service for part-time employees shall be counted for the improved vacation leave entitlements in paragraphs (ii), (iii), and (iv) of section (a) of this Article.
  - (ii) Part-time employees shall be paid *six* (6), eight (8), ten (10) or twelve (12) percent of their total earnings in the fiscal year in accordance with their accumulated service in lieu of vacation leave to which they would otherwise be entitled.

Granting of Vacation Leave

- 18.02 In granting vacation leave with pay to an employee, the Employer shall make every reasonable effort to:
- (a) grant the employee his vacation leave during the fiscal year in which it is earned at a time specified by him;
  - (b) grant the employee vacation leave for at least up to five (5) consecutive weeks depending upon his vacation entitlements when so requested by the employee;
  - (c) to grant the employee his vacation leave when specified by the employee providing that the employee gives the Manager two (2) weeks advance notice;
  - (d) not recall an employee to report for work after he has proceeded on vacation leave;
  - (e) where the Employer has proposed to change, reduce or deny the vacation leave requested by the employee, the Employer shall provide the employee with the reasons, in writing, for such change, reduction or denial of vacation leave.
- 18.03 (a) The Employer shall reply to the request for vacation leave submitted by the employee within five (5) days after the request has been received in writing by the Manager. Where the Employer has proposed to deny the vacation leave requested by the employee, the Employer shall provide the employee with the reasons, in writing, for such denial of vacation leave.



- (b) Employees may be eligible to receive, if requested, an advance of vacation leave credits to the end of the fiscal year. Employees shall not be able to liquidate vacation leave or vacation travel assistance during their first **six** (6) months of employment.
- (c) Due to emergency operational requirements, the Employer may alter an employee's vacation period after it has been approved, provided that:
  - (i) Employer has reimbursed the employee for loss of non-refundable vacation deposits; and,
  - (ii) the employee's spouse is able to alter her vacation period to coincide with that of the employee's.

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

- (a) is granted special leave with pay, when there is a death in his immediate family as defined in Article **19**; or
- (b) is granted special leave with pay because of illness in the immediate family as defined in Article **19**; or
- (c) is granted sick leave on production of a medical certificate;

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

Carry-Over Provisions

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

Leave When Employment Terminates

18.06 Where an employee dies ~~or~~ otherwise terminates **his** employment:

- (a) The employee or his estate shall, in lieu of earned but unused vacation leave, be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave by the daily rate of pay applicable to the employee immediately prior to the termination of his employment, or
- (b) the Employer shall grant the employee any vacation leave earned but not used by him before the employment is terminated by lay-off if the employee so requests.

18.07 An employee whose employment is terminated by reason of a declaration that he abandoned his position is entitled to receive the payment referred to in Article 18.06, within **two** (2) years of such abandonment. The onus is on the employee to advise the Employer of his address.

### Travel Time

- 18.08 Every employee who is proceeding on vacation leave shall be entitled, once in each fiscal year, in addition to his vacation leave and subject to Article 18.09, travel time with pay for the time required for the return journey between Gjoa Haven and his destination, including land travel. His travel leave shall be one (1) day each way.
- 18.09 An employee's travel time entitlement will be granted within the established limit when at least an equal number of days annual leave are liquidated in conjunction with an application for travel time. In cases where a Designated Paid Holiday falls within the period of annual leave, it shall be considered as a day of liquidated leave for determining the entitlement of travel time.

### Winter Bonus Days

- 18.10 An employee shall receive one (1) winter bonus day for every five (5) consecutive non-overlapping days of annual leave which he liquidates between October 1<sup>st</sup> and March 31<sup>st</sup> of any fiscal year up to a limit of four (4) winter bonus days in any one (1) fiscal year. Winter bonus days must be liquidated immediately following the annual leave days during which they were earned and cannot be carried over into the next fiscal year.

## **Article 19** **Special Leave**

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

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

- 19.02 For the purposes of this Article, immediate family is defined as an employee's father, mother, brother, sister, spouse, common-law spouse, child, grandparent, grandchild, father-in-law, mother-in-law, and any relative permanently residing in the employee's household or with whom the employee permanently resides.
- (a) The Manager shall grant special leave earned with pay for a period of up to five (5) consecutive working days:
    - (i) when there is a death in the employee's immediate family;
    - (ii) when the employee is to be married;
    - (iii) 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;

- (iv) where a member of the immediate family residing outside the employee's community of residence becomes seriously ill;
  - (v) in the event of the death of the employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law;
  - (vi) where an employee is acting as a medical escort for or where a member of the immediate family is seriously ill and hospitalized. Notwithstanding Article **19.02**, the definition of immediate family for this clause will be limited to the employee's husband, wife, common law spouse, child, mother and father;
  - (vii) when the employee is going through divorce proceedings, which may be taken on separate days at the employee's request.
- (b) The Manager may grant **an** employee special leave with pay for a period of up to five (5) consecutive working days:
- (i) where special circumstances not directly attributable to the employee prevent his reporting to duty, including but not limited to:
    - 1) serious household or domestic emergencies;
    - 2) severe or adverse weather conditions, if the employee makes every reasonable effort to report for duty. This clause includes those employees caught out on the land;
    - 3) serious community emergencies, where the employee is required to render assistance;
  - (ii) in circumstances which are of general value to the Employer, such as where the employee:
    - 1) takes an examination which will improve his position or qualifications in the Employer;
    - 2) attends a course in **civil** defence training or Reserve Forces training;
    - 3) requires a medical examination for enlistment in the Canadian Forces or in connection with a veteran's treatment program.

**19.03** Special leave in excess of five (5) consecutive working days for the purposes enumerated in Article **19.02** may be granted by the Manager.

**19.04** An employee shall be granted special leave with pay up to a maximum of one (1) working day on the occasion of the birth of his child. An employee shall be granted special leave with pay up to a maximum of one (1) working day on the occasion of the adoption of a child. This leave may be divided into **two** parts and taken on separate days. Under special circumstances the Employer may extend this period to a maximum of three (3) working days.

Discretionary Leave

- 19.05 All permanent employees shall be entitled to take two (2) days of special leave in each fiscal year at his discretion. One day written notice must be given to the Employer.
- 19.06 An employee may be entitled to up to five (5) days special leave with pay each year to serve as members of community councils, public boards and committees, and to actively participate in sporting events at the Regional, Territorial, Interprovincial, National and International levels (this includes the Arctic Winter Games), and Search and Rescue activities.

Quarantine

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

Advance of Credits

- 19.08 Where an employee has insufficient credits to permit the granting of special leave within the meaning of this Article, leave up to a maximum of five (5) days, may, at the discretion of the Employer be granted, subject to the deduction of such advance leave from any special leave credits subsequently earned.

Casual Leave

- 19.09 Employees may be granted casual leave with pay to a maximum of two (2) hours for the following purposes:

Medical, Dental and Legal Appointments

- (a) (i) Whenever it is necessary for an employee to attend upon his doctor, dentist, or lawyer during working hours he may be granted casual leave for these purposes.

Other Casual Leave

- (ii) The Manager may grant an employee casual leave for other purposes of a special or unusual nature or to attend the funeral of a co-worker.
- (b) Upon presentation of appropriate documentation employees may be granted casual leave with pay to a maximum of one-half (1/2) day per occurrence where the employee's physician requires him to attend regular or recurring medical treatments and checkups.

Such other casual leave shall not be unreasonably denied.

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

## **Article 20**

### **Sick Leave**

- 20.01 An employee shall earn sick leave credits at the rate of one and one-quarter (1%) days for each calendar month for which he receives pay for at least ten (10) days.
- 20.02 Subject to the remainder of this Article, all absences on account of illness or injury on a normal working day shall be charged against an employee's accumulated sick leave credits except:
- (a) When the period of absence is two-hours or less there shall be no charge;
  - (b) When the period of absence is more than two hours but less than ~~six~~ hours, one-half (½) day shall be charged;
  - (c) When the period of absence is ~~six~~ (6) hours or more, one (1) full day shall be charged.
- 20.03 Unless otherwise informed by the Employer an employee must **sign** a statement describing the nature of his illness or injury and stating that because of this illness or injury he was unable to perform his duties:
- (a) if the period of leave requested does not exceed three (3) working days; and,
  - (b) if in the current fiscal year, the employee has not been granted sick leave on more than nine (9) occasions wholly on the basis of statements signed by him.
- 20.04 An employee is required to produce a certificate from a qualified medical practitioner, certifying that such employee is unable to carry out his duties due to illness:
- (a) for sick leave in excess of three (3) working days;
  - (b) for any additional sick leave in a fiscal year when in the same fiscal year the employee has been granted sick leave on nine (9) occasions wholly on the basis of the statements signed by him. The Employer agrees **to** give an employee advance notification that a medical certificate will be needed.
- 20.05 Where leave of absence without pay is authorized for any reason, or an employee is laid-off because of lack of **work**, and the employee returns **to** work upon expiration of such leave of absence or lay-off, he shall earn sick leave credits for each month in which he worked at least 10 days and shall retain any unused sick leave existing at the time of lay-off or commencement of leave without pay.
- 20.06 In circumstances where sick leave would be authorized but the employee has insufficient or no sick leave credits, at the discretion of the Employer, he shall be granted sick leave in advance to a limit of eight (8) days which shall be charged against future credits as earned. If the employee dies before authorized unearned sick leave has been liquidated, no recovery shall be made from the employee's estate.

20.07 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.

Transportation to a Medical Centre Travel Time

20.08 Every employee who is proceeding to a medical centre shall be granted leave of absence with pay which is not to be charged against his sick leave credits for the lesser of three (3) days or the actual time taken to travel from his post to a medical centre and return. In addition, the employee shall be entitled to receive a repayable advance of Five Hundred Dollars (\$500), including if he/she is travelling as a medical escort for a dependent. The advance will be deducted from the employee's next paycheque.

**Article 21**  
**Maternity Leave**

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

21.02 The Employer may:

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

21.03 Leave granted under this Article shall be counted for the calculation of "Continuous Employment" and "Continuous Service".

Maternity-related Reassignment or Leave

21.04 Where a pregnant employee produces a statement from her physician that her working conditions may be detrimental to her health or that of her foetus, 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.

### Maternity Leave Allowance

- 21.05 Where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance benefits she shall receive sixty-six percent (66%) of her weekly rate of pay for each week of the two (2) week waiting period. An employee may be asked to provide proof that she has applied for and is entitled to receive Employment Insurance benefits.

### Other Benefits During Leave

- 21.06 An employee returning to work from maternity leave retains her leave, sick leave and special leave credits accumulated prior to taking leave.
- 21.07 If an employee elects to maintain coverage for medical, group life and other benefits, the Employer will pay both portions of these premiums. The Employer will recover monies paid on behalf of the employee share of premiums when the employee returns to work or terminates.
- 21.08 Illness arising due to pregnancy during employment and prior to this leave of absence may be charged to normal sick leave credits.

## **Article 22**

### **Parental Leave**

- 22.01 Where an employee has or will have the actual care or custody of his/her newborn child, or an employee commenced proceedings to adopt a child or obtains an order for the adoption of a child, he/she shall be granted parental leave without pay for a single period of up to **thirty-seven (37)** consecutive weeks. **This** leave without pay shall be taken during the fifty-two (52) week period immediately following the day the child was born or, in the case of adoption, within the fifty-two (52) week period from the date the child comes into the employee's care and custody.
- 22.02 An employee who intends to request parental leave without pay shall provide the Employer with four **(4)** weeks written notice, except where in the case of adoption the child arrives at the employee's home sooner than expected. In the case of an adoption, the employee shall notify the Employer as soon as the application for adoption has been approved by the adoption agency ~~or~~ legal guardianship and custody papers have been completed.
- 22.03 Leave granted under this Article shall be counted for the calculation of "Continuous Employment" and "Continuous Service".

### Parental Leave Allowance

- 22.04 Where an employee is subject to a waiting period of **two (2)** weeks before receiving Employment Insurance benefits he/she shall receive sixty-six percent (66%) of his/her weekly rate of pay for each week of the **two (2)** week waiting period. An employee may be asked to provide proof that he/she has applied for and is entitled to receive Employment Insurance benefits.

- 22.05 Parental leave without pay utilized by an employee couple, both of whom are employed by the Employer, in conjunction with maternity leave shall not exceed a total of fifty-two (52) weeks.
- 22.06 Parental leave without pay taken by an employee in conjunction with maternity leave shall be taken immediately after the termination of maternity leave and the duration of both periods of leave without pay combined shall not exceed a total of ~~fifty-two~~ (52) weeks.
- 22.07 When parental leave is taken by an employee couple, both of whom are employed by the Employer, parental leave without pay shall not exceed a total of thirty-seven (37) weeks for both employees combined.

Other Benefits During Leave

- 22.08 An employee returning to work from parental leave **retains** his/her leave, sick leave and special leave credits accumulated prior to taking leave.
- 22.09 If an employee elects to **maintain** coverage for medical, group life and other benefits, the Employer **will** pay both portions of these premiums. The Employer **will** recover monies paid on behalf of the employee for the employee's share of premiums when the employee returns to work or terminates his/her employment.

**Article 23**  
**Other Types of Leave**

Court Leave

- 23.01 An employee, other than an employee on leave of absence without pay or under suspension without pay, **will** be granted leave with pay:
  - (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

- 23.02 An employee shall be granted injury-on-duty leave with pay to a maximum of either special leave credits or sick credits he has accumulated, but not both, where it is determined by a Worker's Compensation Board that he is unable to perform his duties because of:
  - (a) (i) personal **injury** accidentally received in the performance of his duties and not caused by the employee's wilful misconduct; or
  - (ii) sickness resulting from the nature of his employment; or



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

if the employee agrees to pay the Employer any amount received by him from the Workers' Compensation Board for loss of wages in settlement of any claim he may have in respect of such injury, sickness or exposure.

- (b) While the parties are awaiting the decision of the Workers' Compensation Board as to the compensability of the injury, the employee shall use his sick leave credits. If the injury is not compensable, there shall be no return of sick leave credits used by the employee. If the injury is compensable, the Employer shall credit the employee with the sick leave credits used.

The time off taken by the employee shall be charged at the employee's option to either his special or sick leave credits but not both, at the appropriate rate.

- (c) The appropriate rate of liquidation of ~~injury~~ on duty leave after an award by the Workers' Compensation Board shall be equal to the difference between the employee's regular wages and the compensation received from the Workers' Compensation Board, i.e., if  $\frac{2}{3}$  of the employee's regular wage is received from the Workers' Compensation Board, the amount of leave liquidated for one day's Injury on duty leave shall be  $\frac{1}{3}$  day.

#### Leave Without Pay for Care and Nurturing

- 23.03** Subject to operational requirements, leave without pay in one or more periods to a total maximum of one (1) year during an employee's total period of employment may be provided for the care and nurturing of preschool children.

#### Leave Without Pay for Personal Needs

- 23.04** An employee may be granted one (1) year leave without pay if his spouse is relocated.

#### Sabbatical Leave

- 23.05** (a) The Employer shall grant leave of absence without pay for a period of up to one (1) year but no less than ~~six~~ (6) months to each employee who has completed ~~six~~ (6) years of continuous employment within the Bargaining Unit. Furthermore the Employer shall grant further periods of leave without pay of up one (1) year but not less than ~~six~~ (6) months after an employee has completed each additional five (5) years of continuous employment within the Bargaining Unit. It is recognised that the primary intent of this sabbatical leave provision is to provide personnel with needed leaves of absence without pay at no increased cost to the Employer.
- (b) The terms and conditions governing ~~this~~ leave shall be:
    - (i) The Employer shall not be required to grant such leave during the same period of time to more than one (1) employee. If more than one (1) employee submits

a request for such leave which covers all or part of the same period of time seniority shall be the determining factor in the granting of such leave.

- (ii) Request for such leave shall be submitted in writing no later than six (6) months prior to the date of commencement of such leave. Such requests shall include the date of commencement and the date of termination of such leave.
  - (iii) Leave granted under this Article shall be deducted from the calculation of continuous employment for the purpose of calculating severance pay, ultimate removal and vacation pay or leave for the employee involved. Time spent on such leave shall not be counted for pay increment purposes.
  - (iv) During any period of leave granted under this Article, the employee shall pay the full premium (100%) for the benefit plans specified in this Agreement.
  - (v) An employee granted leave under this Article shall have the right to return to a position in the Bargaining Unit for which the Employer considers him suited at the greater of his former pay level and step in a new classification which represents the pay level he would have received if he had been promoted to that position.
  - (vi) Sabbatical leave may be taken in conjunction with earned annual leave and corresponding vacation travel entitlements **will** apply. When vacation travel assistance is taken in conjunction with this leave and ultimate removal **is** claimed during the leave of absence or within *six (6)* months of its termination the amount of such travel assistance will be deducted from the ultimate removal entitlement.
  - (vii) An employee who fails to return from this leave on the date specified without the written authorization of the Employer shall be deemed to have abandoned his position.
  - (viii) Employees on sabbatical leave are not entitled to receive any benefits or allowances to which they would be entitled under the Agreement unless otherwise specified in this Article.
  - (ix) An employee granted leave under this Article shall only return to their position prior to termination of their sabbatical leave with the approval of the Employer.
- (c) Deferred Payment Plan

Purpose

- (i) 1) Subject to 23.05(a) and 23.05(b), an employee may in conjunction with the sabbatical leave provisions utilize the following provisions of this Article for the purpose of ensuring income during the sabbatical leave. The Deferred Payment Plan **will** afford the opportunity of taking one (1) year leave of absence, and through deferral of salary, to finance the leave.

### Application

- 2) An employee must make written application to the Employer **thirty (30)** days prior to the first day of the month deferment is to commence, to participate in the plan.

### Payment Formula and Leave of Absence

- (ii) 1) In each year of the plan preceding the year of leave, an employee will be paid a reduced percentage of applicable annual salary.
- 2) The remaining percentage of **gross salary will** be deducted in biweekly instalments commencing with the first paycheque of the month in which deferment commences.
- 3) All deferred salary shall, where possible, be forwarded to the financial institution and savings plan of the employee's choice. The Employer assumes no liability for these funds once they are forwarded.
- 4) Unless otherwise required by Canada Customs & Revenue Agency, employee contributions for Canada Pension Plan, Employment Insurance and Income Tax, are to be deducted from the portion of salary remaining after the approved deferment percentage. Employee Pension Plan deductions during each year of the plan, including the year of leave, shall be made on the basis of the portion of salary remaining after the approved deferment percentage. In the year of leave, Income Tax, Canada Pension Plan and Employment Insurance contributions are to be made from the deferred salary plus accumulated interest.
- 5) In the year of the leave, the amount accumulated in the previous years will be paid out in equal biweekly instalments. The residual **will** continue to earn interest at the prevailing rate outlined in 3) above and any adjustment of accumulations **will** be paid on the final instalment.

### Benefits

- (iii) 1) Benefits tied to the salary structure shall be structured to the actual amount paid before deferment.
- 2) An employee's benefits **will** not be maintained during **his** leave, however the Employer agrees to maintaining benefits if **the** employee pays one hundred percent (100%) of the premium costs.
- 3) The period of leave shall count for the purpose of determining continuous service.

### Withdrawal from the Plan

- (iv) 1) An employee **may** withdraw from the plan at any time.

- 2) An employee who withdraws from the plan shall be paid a lump sum adjustment equal to any monies deferred plus interest accrued from the plan with no liability assumed by the Employer. Repayment shall be made as soon as possible.
- 3) Should an employee die while participating in the plan, any monies accumulated, plus interest accrued at the time of death, shall be paid to the employee's estate.
- 4) Any repayment shall be subject to income tax laws respecting lump sum payments.

#### Leave for Hunting, Fishing or Harvesting

- 23.06 Subject to operational requirements, leave without pay, to a maximum of ~~two~~ (2) working days per fiscal year, may be granted on very short notice to an employee in order to meet traditional hunting, fishing or harvesting pursuits. Such leave shall not be unreasonably denied.

#### Paid Leave for Office Closing

- 23.07 Where the Employer closes its workplace or some or all of its operations due to weather, safety, by public order or circumstances beyond the control of the Employer, an affected employee shall be granted leave with pay for the duration of the closure to a maximum of ten (10) days per year.

#### Leave for Other Reasons

- 23.08 Notwithstanding any provisions for leave in this Agreement, the Employer may grant leave of absence with ~~or~~ without pay to an employee for any other purpose.

## **Article 24** **Hours of Work**

- 24.01 The work week shall be Monday to Friday inclusive, with a scheduled work day of eight (8) consecutive hours for Maintenance employees, and seven and one-half (7.5) consecutive hours for Administrative employees, exclusive of a one (1) hour lunch period, as specified in Schedule A. The hours of work shall be between 8:00 am and 6:00 pm.

Employees employed as Janitor shall not be subject to the prescribed hours of work, but shall be assigned as required hours of work which shall not exceed eight (8) hours per day and forty (40) hours per week.

- 24.02 Employees shall be entitled to a rest period, with pay, of fifteen (15) minutes duration commencing on or about mid point of the first half of their shift, and shall be entitled to a rest period, with pay, of fifteen (15) minutes duration, commencing on or about mid point of the second half of their shift. An employee may absent himself from his place of work during such rest periods, but for each such rest period shall not be absent with pay from his place of work for more than fifteen (15) minutes.

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

Wash-Up Time

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

**Article 25**  
**Overtime**

25.01 In this Article:

- (a) "Straight time rate" means the hourly rate of remuneration;
- (b) "Time and one-half" means one and one-half (1½) times the straight time rate;
- (c) "Double time" means ~~two~~ (2) times the straight time rate.

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

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

- 25.04 (a) Subject to operational requirements the Employer shall make every reasonable effort:
- (i) to allocate overtime work on an equitable basis among readily available qualified employees who are normally required in their regular duties to perform that work;
  - (ii) to give employees who are required to work overtime reasonable advance notice of this requirement.
- (b) Except in the case of an emergency an employee may for cause refuse to work overtime, providing he places his refusal in writing.

- 25.05 (a) An employee who is requested to work overtime shall be entitled to a minimum of one hour's pay at the appropriate rate described below in (b).
- (b) Overtime work shall be compensated at time and one-half (1½) an employee's regular rate of pay except that;
- (i) overtime worked in excess of ~~four~~ (4) consecutive hours either preceding or following an employees regular shift; and,

- (ii) overtime worked in excess of eight (8) consecutive hours on an employee's first day of rest; and,
  - (iii) overtime worked on an employee's second day of rest shall be compensated at double time.
- (c) An employee shall be granted, upon request, time off in lieu of cash compensation for overtime worked. Lieu time off shall be taken at a time which is mutually agreed by the employee and the Employer.

25.06 Where an employee is required to work three (3) or more hours of overtime immediately following his regularly scheduled hours of work, and because of operational requirements, the employee is not permitted to leave his place of work, the Employer will either provide the employee with a meal or meal allowance of \$20.00.

## **Article 26**

### **Pay**

- 26.01 Employees are entitled to be paid for services rendered for the classification and position to which they are appointed at the pay rates specified in Schedule A – Hourly Rates of Pay.
- 26.02 Subject to satisfactory performance, an employee holding a position for which there is a minimum and maximum rate of pay shall be granted annual increases in pay at the rates specified ~~until~~ he reaches the maximum for the position. Where an annual increase and a negotiated increase are effective on the same date, the annual increase shall be applied first and the resulting rate shall be revised in accordance with the negotiated increase.
- 26.03 Employees shall be paid on a biweekly basis with pay days being every second Friday, subject to a three (3) day holdback. Employees may choose to be paid by way of direct deposit.
- 26.04 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.
- 26.05 Employees who have earned overtime compensation, other than time off in lieu, or any other extra allowances in addition to their regular pay, shall receive such remuneration in the pay period when such compensation was earned.
- 26.06 The Employer may make deductions from an employee's pay when authorized to do so by the employee in writing.

#### **Acting Pay**

26.07 When an employee is required by the Employer in writing to perform the duties of a higher classification level on an acting basis, for at least one day, 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.

#### Salary Increases

- 26.08 (a) The Employer agrees to pay the negotiated salary increases to every employee not later than thirty (30) calendar days following the date that this Agreement is signed and on the first pay day after any subsequent salary increases become effective.
- (b) The Employer agrees to pay all retroactive remuneration for salary increases, overtime, acting pay and allowances not later than the month following the month in which the Agreement is signed.

#### Pay Recovery

- 26.09 Where an employee, through no fault of his own has been overpaid, the Employer will, before recovery action is implemented, advise the employee in writing of the amount overpaid and the intention to recover the overpayment. Prior to the recovery the Employer shall discuss and seek the employee's input for a recovery schedule.
- (a) If more than one year has passed since the undetected overpayment was made, the Employer shall be limited to recovering fifty percent (50%) of the overpayment.
- (b) If more than ~~two~~ (2) years have passed since the overpayment, there shall be no recovery of the overpayment.

## **Article 27** **Technological Change**

- 27.01 Both parties recognize the overall advantages of technological change. Therefore, both parties **will** encourage and promote technological change and improvements.
- 27.02 With this view, and recognizing the extensive lead time required for the selection, provision and installation of new equipment, software or materials, the Employer agrees to provide at least four (4) months notice to the Union of any major technological change which would result in changes in the employment status or in this Agreement.
- 27.03 Where the Employer has notified the Union that it intends to introduce technological change, the parties undertake to discuss solutions and administrative procedures to deal with problems arising from the intended technological change.
- 27.04 The Employer shall make every reasonable effort to continue to employ employees who would otherwise become redundant because of technological change.
- 27.05 In cases where employees may require retraining the Employer will make every reasonable effort to offer suitable training courses.

**Article 28**  
**Pay for Travel on Behalf of Employer**

- 28.01 Where an employee is required to travel on behalf of the Employer, he shall be paid
- (a) when the travel occurs on a regular workday, as though he were at work for **all** hours travelled;
  - (b) when the travel occurs on a day of rest or Designated Paid Holiday, at the applicable overtime rate for all hours travelled, with **a minimum** of four **(4)** hours pay at the straight time rate and a **maximum** of eight (8) hours at the applicable overtime rate.
- 28.02 For the purpose of this Article, hours travelled includes a one (1) hour check-in period at **airports**, bus depots, or train stations, as well as a one (1) hour check-out period at each overnight stopover and at the **final** destination. Hours travelled **also** include time spent waiting for connecting flights, trains **or** buses, but is exclusive of overnight stopovers.
- 28.03 The Employer will make every reasonable effort to restrict travel outside of the employee's headquarters that requires absence **from** home beyond a period which includes **two (2)** weekends.
- 28.04 Where an employee is absent from home on a Designated Paid Holiday or day of rest and does not work, he shall receive cash payment at time and one-half (1½) his rate of pay or be granted the equivalent leave with pay.
- 28.05 The above entitlements shall not apply to an apprentice while travelling to or from trades school on a day of rest or Designated Paid Holiday or while in attendance at **trades** school.
- 28.06 Notwithstanding the above, employees travelling for the purposes of training **will** not be eligible for pay outside their regular hours during travel to and from training sessions or courses.

**Article 29**  
**Job Descriptions**

- 29.01 When an employee is first hired or when an employee is reassigned to another position in the Bargaining Unit the Employer shall, before the employee is assigned to that position, provide the employee with a current, accurate and written Job Description of the position to which he is assigned.
- 29.02 Upon written request, an employee shall be given a current, accurate and written Job Description of his position.



## **Article 30**

### **Employee Performance Review and Employee Files**

#### Employee Performance Review

- 30.01** 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 **32** to correct any inaccuracies in his performance appraisal.
- 30.02** The formal review of an employee's performance shall incorporate an opportunity for the employee to state his career development goals in relation to his employment. Employees shall have the opportunity to participate in "In Service Training", retraining or other training which may be made available by the Employer.

#### Employee Files

- 30.03** The Employer agrees not to introduce as evidence in the case of promotional opportunities or disciplinary action any document from the file of an employee, the existence of which the employee was not made aware of, by the provision of a copy thereof at the time of filing or within reasonable time thereafter.
- 30.04** Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee, shall be destroyed after **two (2)** years have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.
- 30.05** Upon written request of an employee, the personnel file of that employee shall be made available for his examination at reasonable times in the presence of an authorized representative of the Employer. The employee shall be permitted to make copies of any documentation on his file.

## **Article 31**

### **Classification**

- 31.01** During the term of this Agreement, if a new or revised classification is implemented by the Employer, the Employer shall before applying the new or revised classification, negotiate with the Union the rates of pay and the rules affecting the pay of employees for the classification affected. If the parties fail to reach agreement within sixty (60) days from the date on which the Employer submits the new or revised classification 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.

## **Article 32**

### **Grievances and Arbitration**

- 32.01** "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) or an arbitral award;
  - (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 of discipline placed on an employee's personnel file.

**32.02** The procedures for final settlement of all grievances shall be through the grievance and arbitration procedures contained in this Article.

#### **Representation**

- 32.03** If he so desires, an employee may be assisted and represented by the Union when presenting a grievance at any level.
- 32.04** Where an employee has been represented by the Union in the presentation of his grievance, the Employer will provide the appropriate Representative of the Union with a copy of the Employer's decision at each level of the grievance procedure at the same time that the Employer's decision is conveyed to the employee.
- 32.05** An employee shall have the right to present a grievance on matters relating to the application or interpretation of this Agreement provided he first obtains the authorization of the Union prior to presenting such a grievance.
- 32.06** The Union shall have the right to initiate and present a grievance to the Manager as specified in the grievance procedure related to the application or interpretation of this Agreement on behalf of one or more members of the Union.
- 
- 32.07** An employee may, by written notice to the Employer, withdraw a grievance provided that, where the grievance is one arising out of the application or interpretation of this Agreement his withdrawal has the endorsement, in writing, of the Union.

### Procedures

- 32.08 An employee or the Union who wishes to present a grievance shall transmit this grievance in writing to the Manager who shall forthwith provide the employee and the Union with a receipt stating the date on which the grievance was received by him.
- 32.09 Except as otherwise provided in this Agreement a grievance shall be processed by recourse to the following steps:
- (a) First Level (Manager)
  - (b) Final Level (Arbitration)
- 32.10 The Employer shall designate a representative at each level of the grievance procedure and shall inform all employees of the person *so* designated.
- 32.11 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.
- 32.12 No proceedings under this Article are invalid by reason of any defect of **form** or any technical irregularity.

### Time Limits

- 32.13 The time limits stipulated in this procedure are mandatory and may be extended only in extenuating circumstances or by mutual agreement between the Employer and the employee, and where appropriate, the Union Representative. Subject to the preceding, failure to present and process a grievance within these time limits shall result in the grievance being deemed to have been abandoned.
- 32.14 A grievance shall be presented at the First Level of the procedure in the manner prescribed in Article 32.08 within **thirty** (30) calendar days after the date of action or circumstances giving rise to the grievance.
- 32.15 The Employer shall reply in writing to a grievance within twenty-one (21) calendar days at First Level.
- 32.16 An employee or the Union may present a grievance at each succeeding level in the grievance procedure beyond the First Level,
- (a) where the decision or settlement is not satisfactory to the griever, within twenty-one (21) 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 32.15 within twenty-one (21) calendar days after the day the decision was due.

### Termination of Employment

- 32.17 No employee shall have his employment terminated without first being given notice in writing together with the reasons thereof. When the Employer terminates the employment of an employee the grievance procedures shall apply except that the grievance may be presented at the First Level within **thirty (30)** calendar days after the employee receives his notice of termination.

### Arbitration

- 32.18 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a **matter** is arbitrable, or where an allegation is made that a term or condition of this Agreement has been violated, either of the parties may, after exhausting the grievance procedure in this Article, notify the other party in writing within twenty-one (**21**) days of the receipt of the reply at the First Level, of his desire to submit the difference or allegation to arbitration.
- 32.19 (a) The parties agree that arbitration referred to in Article 32.18 shall be by a single arbitrator mutually agreed upon by the parties.
- (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.
- 32.20 (a) The Arbitrator has all of the powers granted to arbitrators under the *Canada Labour Code*, Part I in addition to any powers, which are contained in this Agreement.
- (b) The arbitrator shall hear and determine the difference or allegation and shall issue a decision and that decision is final and binding upon the parties and upon any employee affected by it.
- (c) The award of the arbitrator shall be signed by him and copies thereof shall be transmitted to the parties to the dispute.
- 32.21 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.
- 32.22 The Employer and the Union shall each pay one-half of the remuneration and expenses of the Arbitrator and each party shall bear its own expenses of every such arbitration.

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

### **Article 33**

#### **Suspension and Discipline**

- 33.01 Where an employee is to be disciplined, the Employer shall notify the employee at a meeting. Prior to the meeting, the Employer will notify the employee of his right to have a Representative of the Union in attendance. The reasons for the discipline shall be provided to the employee in sufficient detail that the employee may defend himself against it.
- 33.02 When circumstances are such that the Union Representative was not available or the employee did not request the attendance of a Union Representative, the Employer shall notify the appropriate Union Representative when discipline occurs.
- 33.03 Discipline, including dismissal, shall be subject to just cause.

### **Article 34**

#### **No Contracting Out**

- 34.01 There shall be no contracting out of any work by the Employer if it would result in the lay-off or the continuance of a lay-off of a permanent employee. Permanent employee for the purpose of this article means an employee who has completed his initial probationary period.
- 34.02 In circumstances where it might be advantageous for the Employer to support employees obtaining contracts for work to avoid layoffs, discussion will take place between the Union, employees, and the Employer to ensure as little disruption as possible.

## **Article 35**

### **Labour/Management Committee**

- 35.01** A Labour/Management Committee **will** be formed to consult on matters of safety and health, the Employee Assistance Program, the translation of this Agreement, and other matters of mutual interest.
- 35.02** The Labour/Management Committee shall be comprised of equal representation of the Union, and the Employer, with each party choosing their respective representatives.
- 35.03** The Committee **will** meet at least once each two (2) months at a pre-established time, and at other times at the request of either party. The role of Chairman **will** alternate between the Employer and the Union.
- 35.04** The Employer shall comply with all applicable federal, territorial, and municipal health and safety legislation and regulations. All standards established under the legislation and regulations shall constitute minimum acceptable practice.
- 35.05** 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.
  - (f) The Committee is to consider various alternatives for ensuring that an injured employee receives the appropriate medical transportation to the nearest medical facility.
  - (g)
    - (i) Where the Employer requires an employee to undergo an occupational health examination by a qualified practitioner, agreed to by both the Employer and employee, the examination **will** be conducted at no expense to the employee.
    - (ii) An employee **will** be granted leave with pay to attend the examination.

#### Workplace Environmental Protection

- (h) 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

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

#### Protective Clothing and Equipment

- (j) 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.

#### The Right to Know Hazard Identification

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

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

- (l) The 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.

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

- (m) 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

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

### Scent-free Workplace

- (o) The Employer shall maintain a scent-free workplace, except for scents resulting from medical applications.

### Other Matters

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

## **Article 36** **Duty Travel**

- 36.01** An employee who **is** authorized to travel on the Employer's business will be reimbursed for reasonable expenses incurred at the same rate as Government of Nunavut employees. A copy of the appropriate Government of Nunavut Travel Policy will be provided to a member of the Bargaining Unit prior to duty travel.

### Procedures

- 36.02** (a) The Employer shall authorize duty travel before the start of a trip.
- (b) When requested by the employee, an advance sufficient to cover reasonable expenses shall be provided to the employee at least three (3) banking days prior to the commencement of a trip.
- (c) Upon completion of a **trip** the employee **shall**, within ten (10) working days, **submit** to the Employer in writing, a list of expenses and attach corresponding receipts (if applicable), along with a personal cheque or money order to cover any amount by which the travel advance exceeded the total of the claim.



- (d) Any amount by which the claim exceeds the advance shall be reimbursed to the employee within (10) working days.

## **Article 37**

### **Uniform Clothing Issue**

- 37.01 All maintenance employees including apprentices shall, upon production of receipts, be reimbursed up to two hundred and seventy-five dollars (\$275) for the purchase of work boots, to be paid biannually in each odd-numbered year.
- 37.02 The Employer shall provide each maintenance employee, including apprentices, with two (2) pairs of summer coveralls and one (1) pair of winter coveralls.
- 37.03 The Employer shall provide each maintenance employee, including apprentices, with summer leather ~~or~~ rubber work gloves, and insulated leather or rubber work gloves for cold weather.
- 37.04 The Employer shall make available to each maintenance employee, including apprentices, hard hats and liners.

#### Terms and Conditions of Uniform Clothing Issue

- 37.05 The Employer shall replace uniform clothing issue when worn-out and presented for replacement by the employee.
- 37.06 Uniform clothing issues are to be worn only when employees are on duty.
- 37.07 The Employer shall provide a suitable area for employees to store their uniform clothing issues.
- 37.08 Loss or damage through negligence to uniform clothing issue will result in an assessed charge to the employee.

#### Laundry Service

- 37.09 The Employer shall provide suitable on-site laundry facilities and detergents, at no cost to employees, to enable employees to launder their **uniform** clothing issue.

## **Article 38**

### **Maintenance**

#### Work Clothing And Protective Equipment

- 38.01 Where the following articles are required by the Employer or the Workers' Compensation Board, the Employer shall supply employees with the articles of equipment as required:
  - (a) Hard hats;
  - (b) Aprons;

- (c) Welding goggles;
- (d) Dust protection;
- (e) Eye protection, except prescription lenses;
- (f) Ear protection.

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

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

Adverse Weather Conditions

38.03 Except in emergency conditions, the Employer shall not require an employee to work outside under extreme weather conditions. The Labour Management Committee **will** define adverse weather conditions as required.

**Article 39**  
**Apprentices**

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

- (a) The *Apprenticeship, Trade and Occupations Certification Act* and pursuant Regulations shall apply to all Apprentices employed by the Employer. A copy of the current Regulations shall be supplied to the apprentice upon appointment.
- (b) The recognized Apprenticeship Training Programs shall be those listed in the "Apprentice Training Schedule" pursuant to the *Apprenticeship, Trade and Occupations Certification Act*.
- (c) Pay increases shall not be automatic but **will** be based upon levels of certification issued by the 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:

Four Year Training Programs

Year 1	55%
Year 2	65%
Year 3	75%
Year 4	85%

Three Year Training Programs

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

- (e) The Employer will advance the following expenses of the apprentice while attending the course.
- (i) eighty percent (80%) of current wages.
  - (ii) one hundred percent (100%) of benefits.
- (f) The Employer **will** cover the following expenses.
- (i) a top up to one hundred percent (100%) of accommodations, after applying funding available to the Apprentice from all other sources for the purpose of accommodations. Where the Employer contributes to accommodation, they will be entitled to make the necessary arrangements.
  - (ii) telephone calls for the purpose of arranging accommodations beforehand and for calling the Employee's headquarters while on course.
  - (iii) personal phone calls in the amount of one (1) call per week not to exceed fifteen (15) minutes each.
- (g) The Employer will assist the employee applying for Employment Insurance Commission (EI) benefits. Upon receipt of EI wage benefits, the employee will reimburse the Employer in the amount received.
- (h) Apprentices shall be entitled to the benefits and terms and conditions of employment outlined in the current Agreement.
- (i) Where an Apprentice fails after **two** attempts to successfully complete a trade training course, a recommendation may be made to the Superintendent of Apprenticeship Training to cancel his contract and the Apprentice may be terminated.

39.02 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 with the Employer.

## **Article 40** **Seniority**

- 40.01 Seniority shall be a prime factor applied in determining preference for promotions, transfers, lay-off and recall.
- 40.02 A newly hired employee shall be on probation for a period defined in Article 2.01(v). During the probation period, the employee shall be entitled to all rights and benefits of **this** Agreement excluding seniority, except as otherwise provided. After completion of the probationary period, seniority shall be effective from the date of commencement of the probationary period. An employee may be rejected on the basis of unsuitability during his probation period.
- 40.03 The Employer shall **maintain** a seniority list showing the date upon which each employee's service commenced. A copy of the seniority list shall be posted on all bulletin boards and sent to the Union and shall be kept up-to-date by the Employer.
- 40.04 Seniority shall not accumulate during a leave of absence without pay and after *six* (6) months' lay-off.
- 40.05 An employee shall lose his seniority in the following circumstances:
- (a) if he is discharged for just cause and not reinstated;
  - (b) if he resigns voluntarily;
  - (c) if he abandons his position;
  - (d) if he is on lay-off for more than *six* (6) months;
  - (e) if, following lay-off, he fails to return to work within seven (7) working days of being recalled.

## **Article 41** **Vacancies, Job Postings, Promotions and Transfers**

- 41.01 Every vacancy for positions expected to be of more than *six* (6) months' duration and every newly-created position shall be posted for three (3) **full** working days on the Union notice board. An employee who wishes to apply for a position so posted shall do so on or before the closing date as advertised on the posting. The applicants' skills and-knowledge shall be considered objectively by the Employer with a view to determining the potential of the applicants to perform the job effectively and where applicants are considered reasonably equal in this respect, seniority shall govern.
- 41.02 Where operational requirements permit, in filling job vacancies, including promotions, transfers, and new positions, the job shall be awarded within 15 working days of posting to the successful applicant.

- 41.03 The Employer may transfer employees from one position to another on a temporary basis. Such temporary transfers shall not exceed thirty (30) calendar days.
- 41.04 New employees shall not be hired when there are permanent employees on lay-off qualified to perform the job.

## **Article 42**

### **Layoff and Job Security**

- 42.01 There shall be no layoff of any employee during the life of **this** Agreement except for layoff resulting from lack of work or lack of funding.
- 42.02 In the event of layoff, employees shall be laid off in reverse order of their seniority within their job classification.
- 42.03 The Employer shall notify employees who are to be laid off three (3) months prior to the effective date of lay-off, or award pay in lieu thereof, unless a greater period of notice is required by legislation, in which case such greater period of notice, or pay in lieu thereof, shall be given.
- 42.04 A new employee will not be hired to fill the job of a laid-off employee provided the laid-off employee has not forfeited his seniority.

#### **Recall**

- 42.05 The last employee laid off shall be the first recalled provided he is qualified to do the work and has not lost his seniority.
- 42.06 The Employer shall give notice of recall personally or by registered mail.

Where notice of recall is given personally, the Employer shall deliver in duplicate a letter stating that the employee is recalled and the employee shall acknowledge receipt of notice by signing the duplicate copy of such letter. In this instance, notice of recall is deemed to be given when served. Where notice of recall is given by registered mail, notice is deemed to be given when the employee receives such letter or not later than three (3) days from the date of mailing.

- 42.07 The employee shall keep the Employer advised at all times of his current address. The employee shall return to work within seven (7) working days of receipt of notice of recall, unless, on reasonable grounds, he is unable to do so.

#### **Cooling Off Period – Two (2) Working Days**

- 42.08 An employee who wilfully terminates his employment as a result of a misunderstanding or argument shall be allowed to return to work and remain employed if he does so within two (2) working days.

- 42.09 Should the Employer refuse to allow the employee to return to work, the termination shall be considered as a discharge effective the date that the employee sought to return to work and may be grieved as a discharge.

### **Article 43** **Northern Travel Allowance**

- 43.01 All employees shall be paid a Northern Travel 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 ½) per day. The Northern Travel Allowance shall be paid on all regular hours earned for all employees, including casual and part-time employees, up to the maximum of the normal weekly hours for the employee's classification.

- 43.02 The Northern Travel Allowance shall be based on \$23,896.

Effective April 1, 2009 the Northern Travel Allowance shall be based on \$25,090.

Effective April 1, 2010 the Northern Travel Allowance shall be based on \$26,345.

This amount shall increase as the Government of Nunavut increases its Nunavut Northern Allowance for Gjoa Haven in its collective agreement with the Nunavut Employees Union.

- 43.03 Forty percent (40%) of an employee's Northern Travel Allowance shall be designated as a travel allowance pursuant to the *Income Tax Act*.

- 43.04 Effective April 1, 2009, employees may elect to have either 20% or 40% of their Northern Travel Allowance held back by the Employer.

Prior to April 1, 2009, the Employer will allow each employee to make an election with respect to Northern Travel Allowance. Employees who do not make an election **will** not have any Northern Travel Allowance held back. An employee who elects to have either 20% or 40% of his Northern Travel Allowance held back cannot change that election except prior to the start of a subsequent fiscal year, which change shall be effective at the start of that Subsequent fiscal year.

An employee who has elected to have either 20% or 40% of his Northern Travel Allowance held back shall be entitled to have the total amount of Northern Travel Allowance held back paid out, once per fiscal year, in conjunction with the employee's approved vacation leave. The amount of Northern Travel Allowance held back will be paid out within fourteen (14) days of the Employer's approval of the employee's vacation leave under Article 18.03(a).

The balance of an employee's Northern Travel Allowance that have been held back shall be paid out on termination of the employee's employment.

The balance of an employee's Northern Travel Allowance that have been held back shall be paid out when an employee is on leave of absence without pay for longer than thirty (30) days.

**Article 44**  
**Reporting Pay**

44.01 If an employee reports to work on his regular work day and the Employer notifies him that there is insufficient or no work available he is entitled to four (4) hours pay at the straight time rate.

**Article 45**  
**Call-Back Pay**

45.01 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.

45.02 For the purpose of this article a call back is the same as a call out.

**Article 46**  
**Standby Pay**

46.01 When the Employer requires a maintenance employee to be available on standby during off-duty hours, the Employee shall be paid:

Weekday	\$ 24.00
Saturday, Sunday and Designated Paid Holiday	\$ 36.00

46.02 A mobile radio telephone system will be made available for those employees on standby duty.

46.03 An employee on standby duty shall report for work as quickly as possible after being called. No standby pay shall be paid if an employee on standby duty does not report for work when called.

46.04 In designating employees for standby duty the Employer will attempt to provide for the equitable distribution of standby duties among readily available, qualified employees who are normally required in their regular duties to perform that work. Except in the case of an emergency, standby duty schedules shall be posted fourteen (14) days in advance of the starting date of the new schedule.

46.05 An employee on standby duty who is required to report for work shall be paid, in addition to the standby pay, the appropriate overtime rate for **all** hours worked, subject to a **minimum** payment of four (4) hours pay at the straight-time rate each time he reports, except that this **minimum** shall only apply once during each standby period of eight (8) consecutive hours or portion thereof.

- 46.06 Employees who are on standby and who are required to bring an Employer vehicle home between November 1st and March 31st shall be paid an allowance of \$50.00 per week providing the employee pays the full cost of electricity.

## **Article 47** **Severance Pay**

- 47.01 An employee who has one or more year of continuous employment and who is laid-off, is entitled to be paid Severance Pay at the time of lay-off.
- 47.02 In the case of an employee who is laid-off for the first time, the amount of severance pay shall be two (2) weeks pay for the first completed year of continuous employment, two (2) weeks pay for the second completed year of continuous employment, and one (1) week pay for each succeeding year of continuous employment. The total amount of severance pay under this clause shall not exceed twenty eight (28) weeks pay.
- 47.03 In the case of an employee who is laid-off for a second or subsequent time, the amount of Severance Pay shall be two (2) weeks pay for the first completed year of continuous employment after re-engagement and one (1) weeks pay for each succeeding year of continuous employment less any period of which he was granted Severance Pay by the Employer from the previous lay-off but the total amount of Severance Pay which may be paid under this clause shall not exceed twenty seven (27) weeks pay.
- 47.04 In no case shall a total in excess of twenty eight (28) weeks Severance Pay be paid, regardless of the number of times an employee is laid-off.

## **Article 48** **Tool Allowance**

- 48.01 New Maintenance employees, including apprentices, are required to supply their own journeyman tool kit.
- 48.02 When an employee, including an apprentice, presents a worn out or broken tool, which he uses in the regular performance of his work, to the Manager for verification, the Employer agrees to replace such tool with a tool of similar quality.
- 48.03 Lost tools shall be replaced by the employee except that the Employer shall assist employees in the purchase of such tools by purchasing them in the Employer's name and selling them to the employee at the Employer's cost price.
- 48.04 In situations where highly specialized tools not normally associated with a journeyman's tool kit are required, they **will** be provided by the Employer, who **will** retain ownership of them.
- 48.05 The Employer **will** make a plan available to apprentices whereby apprentices may purchase their own **tools** through payroll deduction.



## **Article 49** **Bilingualism**

### Inuktitut-English

- 49.01 The Employer shall notify an employee when his position has been designated bilingual.
- 49.02 The Employer agrees that a unilingual employee in a position designated as bilingual retains that position. The employee may, at his option, take language training offered by the Employer to meet the requirements of the bilingual position.
- 49.03 An employee may, at his own option, volunteer to transfer to another position in order to assist in **filling** a bilingual position with a person who better meets the revised qualifications. Should the Employer agree to such a transfer, that employee shall suffer no reduction in pay even if the position transferred to carries with it a lower pay rate.

### Bilingual Bonus

- 49.04 Where an employee is required by the Employer in the day-to-day operations of his position to speak both English and Inuktitut he shall be paid a bilingual bonus of Nine Hundred Dollars (\$900.00) per year.
- 49.05 Bilingual bonus shall be paid to full-time and part-time employees as an hourly allowance, paid on regular hours worked and during periods of annual leave and time-off taken in lieu of pay.

## **Article 50** **Casual Employment**

- 50.01 The Employer shall ensure that a series of casual employee's will not be employed in lieu of establishing a full-time or **filling** a vacant position.
- 50.02 A casual employee shall upon commencement of employment be notified of the anticipated termination of his employment, and shall be provided one (1) day notice of lay-off for each week of continuous employment to a maximum of ten (10) days notice.

## **Article 51** **Civil Liability**

- 51.01 If an action or proceeding is brought against any employee or former employee for an alleged tort committed by him in the performance of his duties, then:
- (a) The employee, upon being served with any legal process, or upon receipt of any action or proceeding as hereinbefore referred to, being commenced against him shall advise the 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 provided the conduct of the employee which gave rise to the action did not constitute a gross disregard or neglect of his duty as an employee;
- (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 gross disregard or neglect of his duty as an employee. The employee shall not enter into any settlement agreement without the express written authority of the Employer and if he does enter into any such settlement agreement without proper authorization he agrees to waive any rights provided to him under this Article.
- (d) Upon the employee notifying the Employer in accordance with paragraph (a) above, the Employer and the employee shall forthwith meet and appoint counsel that is mutually agreeable to both parties. Should the parties be unable to agree on counsel that is satisfactory to both, then the Employer shall unilaterally appoint counsel. The Employer shall have conduct of the action and employee agrees to cooperate fully with appointed counsel.
- (e) If upon adjudication of a matter arising out of this article there is a finding that the employee was not acting in the performance of his duties at the time of the alleged tort then he shall be indebted to the Employer for an amount equal to the expenses incurred on his behalf pursuant to this article. Prior to said recovery the Employer and employee shall discuss an acceptable recovery schedule.

## **Article 52**

### **Pension and Insurance Plans**

#### Pension

- 52.01 The Northern Employee Benefits Services (NEBS) Pension Plan is a term and condition of employment for all eligible employees.

#### Insurance Plans

- 52.02 The Northern Employee Benefits Services (NEBS) Group Benefit Plan (i.e. Basic Group Life Insurance; Accidental Death, Disease & Dismemberment; Dependents Insurance; and Long Term Disability) and Short Term Disability (Weekly Indemnity) plan are terms and conditions of employment for all eligible employees.
- 52.03 The Northern Employee Benefits Services (NEBS) Extended Health Care and Dental Insurance plans are optional plans available to each individual eligible employee.
- 52.04 The Employer shall advise the pension plan and insurance plans administrator of any adjustments to earnings subject to these plans, terminations of employees covered by these

plans, new eligible employees under these plans, and other required data as determined by these plans within a reasonable period.

- 52.05 The Employer shall remit all required contributions and premiums for the plans under this Article within a reasonable period, and shall forward all claims under these plans in a timely manner.
- 52.06 The Employer shall distribute to all employees eligible for coverage under the plans in this Article all literature, statements and materials produced by NEBS and the insurers, which are intended for distribution to the employees. New eligible employees shall be provided with plan booklets upon hire (provided NEBS has supplied booklets to the Employer) and shall be enrolled in a timely manner.

### **Article 53**

### **Employee Assistance Program**

#### Purpose

- 53.01 To establish and outline the policy of the Employer in relation to employees whose alcohol and substance abuse is interfering with satisfactory work performance. Nothing in this policy replaces or negates the provisions of other policies on alcohol and substance abuse during working hours.
- 53.02 The rising incidence of alcohol and substance abuse is of growing concern among employers, employees and families. Social drinking, which has no job related problems, is irrelevant to the Employer. However, an employee whose alcohol and substance abuse problems interferes with work performance, attendance or interpersonal work relationships may become a major concern to the Employer.

#### Policy

- 53.03 The Employer recognizes that alcohol and substance abuse are disorders which are preventable and amenable to treatment. The objective of this policy is to encourage employees to recognize early symptoms and patterns of alcohol and substance abuse and to provide assistance to the process of rehabilitation to the afflicted individual. The benefits and consideration that are extended to employees during an illness may be made available to those persons affected by alcohol and substance abuse for authorized absence to undergo assessment and approved treatment and hospitalization.
- 53.04 The decision to undertake treatment is the responsibility of the employee. The decision to seek treatment will not affect job security. In cases where employees refuse to recognize their problem and persist in substandard work performance or poor attendance, disciplinary action may be taken and may result in dismissal.

### Responsibility

- 53.05 Diagnosis and referral for treatment must be made by a duly qualified medical and/or addictions practitioner.
- 53.06 The decision to accept or reject available counselling and treatment benefits is the responsibility of the employee. The supervisor is responsible for identifying any situation involving unsatisfactory work performance or poor interpersonal work relationships.
- 53.07 The employee who has an identified alcohol and substance abuse problem must accept conditions related to the rehabilitation process.
- 53.08 The employee must accept the responsibility to take positive personal action, which may involve:
- (a) referral for assessment;
  - (b) cooperation fully in any prescribed treatment and rehabilitation program; and
  - (c) active rehabilitation which may initially involve care at a rehabilitation centre.

### Summary

- 53.09 To ensure that the Employee Assistance Program will be effective, management and staff must recognize and adhere to the following principles:
- (a) the Employer recognizes that alcohol and substance abuse are medical/psychological disorders that create social and personal problems;
  - (b) a person who seeks advice or treatment regarding their alcohol and substance abuse problems will not be subject to discipline; and
  - (c) matters pertaining to an individual seeking advice or treatment will be strictly confidential.

## **Article 54** **Freedom from Workplace Violence**

- 54.01 "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.
- 54.02 All employees of the Employer are entitled to employment free of workplace violence.
- 54.03 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.

- 54.04 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 Employer.
- 54.05 Complaints of workplace violence may be brought to the attention of the Manager. Unionized employees may be assisted by the Union in making a complaint.
- 54.06 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.

## **Article 55** **Harassment**

- 55.01 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.

### **Definition**

- 55.02 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.
- 55.03 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.
- 55.04 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**

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

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

## **Article 56** **Social Justice Fund**

- 56.01 The Employer shall contribute Two Hundred Dollars (\$200) per calendar year to the PSAC Social Justice Fund payable in the month of September. Contributions to the Fund will be remitted to the PSAC National Office. Contributions to the Fund are to be utilized strictly for the purposes specified in the Letters Patent of the PSAC Social Justice Fund.

## **Article 57** **Re-opener of Agreement and Mutual Discussions**

### Re-opener of Agreement

- 57.01 This Agreement may be amended by mutual consent of the Employer and the Union.

### Mutual Discussions

- 57.02 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 58** **Duration and Renewal**


- 58.01 The term of **this** Agreement shall be from October 1, 2008 to September 30, 2011.
- 58.02 Notwithstanding Article 58.01, the provisions of **this** Agreement, including the provisions for the adjustment of disputes in Article 32, 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.
- 58.03 Either party to this Agreement may, within the period of four (4) months immediately preceding the date of expiration of the term of this Agreement, by written notice, require the other party to **this** Agreement to commence collective bargaining with a view to the conclusion, renewal or revision of **this** Agreement in accordance with Section 49(1) of the *Canada Labour Code*.
- 58.04 Where notice to bargain collectively has been given under Article 58.03, the Employer shall not alter the rates of pay or any term or condition of employment or any right or privilege of the employees, or any right or privilege of the Union until a renewal or revision of this Agreement has been concluded, or until the provisions of Section 89(1) of the *Canada Labour Code* have been met; unless the Union consents to the alteration of such a term or condition, or such a right or privilege.

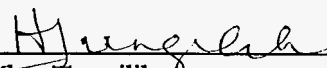
Signed at Gjoa Haven, Nunavut on October 6, 2008 by the parties:

**Kikitak Housing Association**

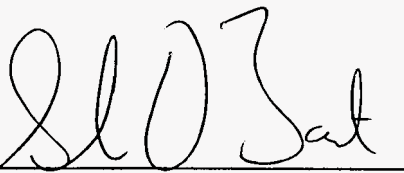
**Public Service Alliance of Canada**

  
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Anthony Anguttitauruq  
Chairperson

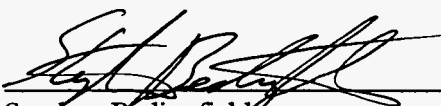
  
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Jean-François Des Lauriers  
Regional Executive Vice-president – North

  
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Helen Tungilik  
Manager

  
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Susie Ikkutishuk  
Committee Member

  
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Glenn Tait  
Negotiator

  
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Joseph Tavalok  
Committee Member

  
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Stephen Bedingfield  
Negotiator

## Schedule A Hourly Rates of Pay

### Effective October 1, 2008

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<u>ADMINISTRATION</u>						
Tenant Relations Officer	27.36	28.46	29.59	30.78	32.01	33.29
Finance Officer	27.36	28.46	29.59	30.78	32.01	33.29
Data Entry Clerk	20.64	21.47	22.33	23.22	24.16	25.12
<u>MAINTENANCE</u>						
Maintenance Foreman	29.61	30.80	32.03	33.31	34.66	36.02
Housing Maintenance Serviceperson	23.57	24.48	25.48	26.50	27.57	28.65
<u>JANITOR</u>						
Janitor	17.07	17.62	18.16	18.78	19.36	20.01

### Effective April 1, 2009

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<u>ADMINISTRATION</u>						
Tenant Relations Officer	28.02	29.14	30.30	31.52	32.78	34.09
Finance Officer	28.02	29.14	30.30	31.52	32.78	34.09
Data Entry Clerk	21.14	21.99	22.87	23.78	24.74	25.72
<u>MAINTENANCE</u>						
Maintenance Foreman	30.32	31.54	32.80	34.11	35.49	36.88
Housing Maintenance Serviceperson	24.14	25.07	26.09	27.14	28.23	29.34
<u>JANITOR</u>						
Janitor	17.48	18.04	18.60	19.23	19.82	20.49

### Effective October 1, 2009

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<u>ADMINISTRATION</u>						
Tenant Relations Officer	28.69	29.84	31.03	32.28	33.57	34.91
Finance Officer	28.69	29.84	31.03	32.28	33.57	34.91
Data Entry Clerk	21.65	22.52	23.42	24.35	25.33	26.34
<u>MAINTENANCE</u>						
Maintenance Foreman	31.05	32.30	33.59	34.93	36.34	37.77
Housing Maintenance Serviceperson	24.72	25.67	26.72	27.79	28.91	30.04
<u>JANITOR</u>						
Janitor	17.90	18.47	19.05	19.69	20.30	20.98



**Effective April 1, 2010**

<u>Position</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
<u>ADMINISTRATION</u>						
Tenant Relations Officer	29.38	30.56	31.77	33.05	34.38	35.75
Finance Officer	29.38	30.56	31.77	33.05	34.38	35.75
Data Entry Clerk	22.17	23.06	23.98	24.93	25.94	26.97
<u>MAINTENANCE</u>						
Maintenance Foreman	31.80	33.08	34.40	35.77	37.21	38.68
Housing Maintenance Serviceperson	25.31	26.29	27.36	28.46	29.60	30.76
<u>JANITOR</u>						
Janitor	18.33	18.91	19.51	20.16	20.79	21.48

**Effective October 1, 2010**

<u>Position</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
<u>ADMINISTRATION</u>						
Tenant Relations Officer	30.09	31.29	32.53	33.84	35.21	36.61
Finance Officer	30.09	31.29	32.53	33.84	35.21	36.61
Data Entry Clerk	22.70	23.61	24.56	25.53	26.56	27.62
<u>MAINTENANCE</u>						
Maintenance Foreman	32.56	33.87	35.23	36.63	38.10	39.61
Housing Maintenance Serviceperson	25.92	26.92	28.02	29.14	30.31	31.50
<u>JANITOR</u>						
Janitor	18.77	19.36	19.98	20.64	21.29	22.00

**Effective April 1, 2011**

<u>Position</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
<u>ADMINISTRATION</u>						
Tenant Relations Officer	30.81	32.04	33.31	34.65	36.06	37.49
Finance Officer	30.81	32.04	33.31	34.65	36.06	37.49
Data Entry Clerk	23.24	24.18	25.15	26.14	27.20	28.28
<u>MAINTENANCE</u>						
Maintenance Foreman	33.34	34.68	36.08	37.51	39.01	40.56
Housing Maintenance Serviceperson	26.54	27.57	28.69	29.84	31.04	32.26
<u>JANITOR</u>						
Janitor	19.22	19.82	20.46	21.14	21.80	22.53

NOTES (applicable to all pay grids under Schedule A):

- SEED program participants and any other employees in positions subject to third-party funding programs will receive wage and benefit plans according to the level of funding realized from these special third-party programs. These positions fall within the scope of the Bargaining Unit.