

**COLLECTIVE AGREEMENT**

**BETWEEN**

**SANIRAJAK HOUSING ASSOCIATION**

**AND**

**PUBLIC SERVICE ALLIANCE OF CANADA**

October 1, 2021- September 30,  
2024

**14012- 05**

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## **ARTICLE 1 - PURPOSE OF AGREEMENT**

- 1.01 The Purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the Employees and the Union, to set forth certain terms and conditions of employment relating to pay, hours of work, Employee benefits, and general working conditions affecting Employees covered by this Agreement
- 1.02 The parties to this Agreement share a desire to improve the quality, to promote well-being and increase the productivity of the Employees to the end that the Housing Association 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 – DEFINITIONS**

- 2.01 For the purposes of this Agreement:
- a) "Abandonment of position" occurs when an employee does not report for work without authorization, for a period of three (3) consecutive working days.
  - (b) "Agreement" and "Collective Agreement" means this Collective Agreement.
  - (c) "Alliance" means the Public Service Alliance of Canada.
  - (d) "Allowance" means compensation payable to an Employee in addition to the regular remuneration payable for the performance of the duties of their position.
  - (e) "Bargaining Unit" means all Employees of the Sanirajak Housing Association except the Housing Manager and the Maintenance Manager.
  - (f) A "Common-Law Spouse" relationship is said to exist when for a continuous period of at least one year, an employee has lived with a person, publicly represented that person to be their spouse, and lives and intends to continue to live with that spouse as if that person were their spouse.
  - (g) "Continuous Employment" and "Continuous Service" means uninterrupted employment with the Employer; and
    - (i) when a laid off Employee is recalled under Article 4 7, their employment in the position held by them at the time they were laid off, and their employment in the position to which they are recalled shall constitute continuous employment;
    - (ii) where an Employee ceases to be employed for a reason other than dismissal, resignation, abandonment of position or rejection on probation, and is re-employed within a period of three (3) months, their periods of

employment for purposes of sick leave and vacation leave shall be considered as continuous employment.

- (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 their position, other than by reason of their being on leave of absence.
  - (i) "Demotion" means the appointment of an Employee for reasons of incompetence or incapacity, to another position for which the maximum pay is less than that of their former position.
- (j) "Dependent" means a person residing with the Employee, for a majority of the year, who is:
  - (i) that Employee's spouse (including common-law),
  - (ii) child, step-child and adopted child who
    - A. is under nineteen (19) years of age and dependent upon the Employee for support; or
    - B. being under twenty-one (21) years of age and dependent upon the Employee for support by reason of full-time attendance at an educational institution; or
    - C. 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 12:01 A.M. of the day designated as a paid holiday in this Agreement.
- (l) "Employee" means a person employed by an Employer as a member of the Bargaining Unit and includes:
  - (i) Casual employee means a person employed by the Employer for work of a temporary nature not to exceed nine (9) months;
  - (ii) Term employee means a person employed (either full-time or part time) in accordance with Article (50);
  - (iii) Full-time employee means a person employed on a continuing basis for an indeterminate period; and,
  - (iv) Part-time employee means a person employed on a continuing basis and whose hours are less than the normal hours of work scheduled for a day, week, or month for a full-time employee.
- (m) "Employer" means the Sanirajak Housing Association.

- (n) "Fiscal Year" means the period of time from April 1st in one year to March 31st in the following year.
- (o) "Grievance" means a complaint in writing that an employee, group of employees, or the Union submits to the Employer, or that the Employer submits to the Union, to be processed through the grievance procedure.
- (p) "Leave of Absence" means absence from duty with the Employer's permission, and may be with or without pay, allowances and benefits.
- (q) "Manager" means the Manager of the Employer or their designate.
- (r) "Membership Fees" means the fees established pursuant to the By-Laws of the Union as the fees payable by the members of the Bargaining Unit and shall not include any initiation fees, insurance premiums or any other levy.
- (s) "Promotion" means the appointment of an Employee to a new position for which the maximum rate of pay is more than that of their former position.
- (t) "Rate of Pay" means an employee's specified hourly rate of pay, and "Daily rate of pay" means an Employee's hourly rate of pay multiplied by the employee's daily hours of work as set out in Article Hours of Work.
- (u) "Representative" means an Employee who has been elected or appointed as a shop steward or who represents the Union at meetings with the Employer and who is authorized to represent the Union.
- (v) "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.
- (w) "Union" means the Public Service Alliance of Canada as represented by its agent the Nunavut Employees' Union.

2.02 "May" shall be regarded as permissive and "Shall" and "Will" as imperative.

2.03 Except as otherwise provided in this Agreement, expressions used in this Agreement, if defined in the *Interpretation Act* or *Canada Labour Code*, but not defined elsewhere in this Agreement have the same meaning as given to them in the *Interpretation Act* or *Canada Labour Code*.

### **ARTICLE 3 - APPLICATION**

3.01 The provisions of this Agreement apply to the Union, the Employees, and the Employer.

- 3.02 Part-time Employees shall be entitled to pay, allowances and benefits provided under this Agreement in the same proportion as their daily, weekly or monthly hours of work compare to the standard work day, week or month for the Employee's position.
- 3.03 Throughout this Agreement, expressions referring to employees or the masculine or feminine gender, are meant for all employees, regardless of their gender.

#### **ARTICLE 4 - COLLECTIVE AGREEMENT**

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

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

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

#### **ARTICLE 6 - CONFLICT OF PROVISIONS**

- 6.01 Where there is any conflict between the provisions of this Agreement and any policy or other document dealing with terms and conditions of employment issued by the Employer, the provisions of this Agreement shall prevail.

#### **ARTICLE 7 – RECOGNITION**

- 7.01 The Employer recognizes the Union as the exclusive bargaining agent for all Employees in the Bargaining Unit
- 7.02 The Employer will advise prospective employees prior to their employment that the Association is a unionized workplace.



## **ARTICLE 8 - MANAGEMENT RIGHTS**

- 8.01 The Union recognizes that it is the right of the Employer to exercise the regular and customary functions of management and to direct its work force subject to the terms of this Agreement.
- 8.02 Managerial responsibilities or decisions will be carried out or made in a manner that is just, reasonable and non-discriminatory.

## **ARTICLE 9 - EMPLOYER POLICIES**

- 9.01 The Employer shall provide the Union with a copy of all Employer policies. Where the Employer proposes to issue an Employer policy, which is intended to clarify the interpretation or application of the Collective Agreement, the Employer shall consult the Union prior to issuing the policy.

## **ARTICLE 10 - STRIKES AND LOCKOUTS**

- 10.01 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 the Union, any Employee or Employees.

## **ARTICLE 11 – INFORMATION**

- 11.01 The Employer agrees to provide the Union, every four (4) months, with information concerning the identification of each employee in the Bargaining Unit. This information shall include the name, address, job title, social insurance number, and employment status of all Employees in the Bargaining Unit.
- 11.02 The Employer shall indicate which Employees have been hired and those Employees whose employment has been terminated during the four (4) month period. The Union shall be notified of Employees not paying Membership Fees because they are on leave, and the type of leave.
- 11.03 The Employer shall provide each Employee with a copy of this Collective Agreement.
- 11.04 The Employer agrees to provide each new employee in the Bargaining Unit with a copy of this Collective Agreement upon their hiring.
- 11.05 The Employer shall notify the Union of all newly created job titles including whether or not the job title is within or outside of the Bargaining Unit.

**ARTICLE 12 - PROVISION OF BULLETIN BOARD SPACE  
AND OTHER FACILITIES**

- 12.01 The Employer shall provide bulletin board space clearly identified for exclusive Union use.
- 12.02 The Employer may upon reasonable notification, make available to the Union and the Employees in the Bargaining Unit a meeting room to be used from time to time for the business relating to the Bargaining Unit. Permission for this purpose shall not be unreasonably withheld.
- 12.03 The Employer will process any mail originating from the Union addressed to all employees.
- 12.04 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 13 UNION ACCESS TO EMPLOYER PREMISES**

- 13.01 The Employer shall permit access to its work premises of an accredited Representative of the Union upon reasonable notice.

**ARTICLE 14 - APPOINTMENT OF REPRESENTATIVES**

- 14.01 The Employer acknowledges the right of the Union to appoint Employees as Representatives. The Union will advise the Employer verbally of the names of all Representatives within forty-eight (48) hours of appointment and will confirm the appointments in writing within thirty (30) days. The Employer shall not be required to recognize a representative until notified in writing by the Union.

**ARTICLE 15 - TIME OFF FOR UNION BUSINESS**

- 15.01 For the purposes of all "leave without pay" described under this Article (except for Article 15.16) the Employer shall ensure that the Employee is paid their full salary and benefits. The Employer shall invoice the Union for the salary, benefits and pension cost for the period of leave without pay.

### Arbitration Hearing

- 15.02 Upon reasonable notification, the Employer will grant leave with pay to an Employee who is a party to the grievance, which is before an Arbitration Board to attend the Arbitration Hearing, except while an Employee is on suspension without pay.

### Employee who acts as a Representative

- 15.03 Upon reasonable notification, the Employer will grant leave with pay to the Representative of an Employee who is a party to the grievance to attend the arbitration hearing.

### Employee called as a Witness

- 15.04 Upon reasonable notification, the Employer will grant leave with pay to a witness called by an Employee who is a party to the grievance to attend the Arbitration Hearing.
- 15.05 Where an Employee and their representative are involved in the process of their grievance, they shall, upon reasonable notification, be granted reasonable time off.

### Contract Negotiations Meetings

- 15.06 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

- 15.07 Upon reasonable notification, the Employer will grant leave without pay to two (2) Employees for a maximum of one (1) day each to attend preparatory negotiations meetings.

### Meetings Between Employee Organizations and Management

- 15.08 The Employer will grant time-off with pay to a reasonable number of Employees who are meeting with the Employer on behalf of the Union.

### Employee Organization Executive Council Meetings, Congress and Conventions

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

- 15.10 The Employer shall upon reasonable notification grant reasonable leave without pay to an Employee elected to attend conventions of the Union.

15.1 1 Should a second Employee be elected to attend conventions of the Union, where operational requirements permit, reasonable leave without pay will be granted upon reasonable notification.

#### Representatives Training Course

15.12 Where operational requirements permit, the Employer will, upon reasonable notification grant reasonable leave without pay to a maximum of two (2) Employees who have been appointed as Representatives on behalf of the Union to undertake training related to the duties of a representative.

#### Time-Off for Representatives

15.13 A Representative shall obtain the permission of their immediate supervisor before leaving their work to investigate a grievance, to meet with the Employer for the purpose of dealing with grievances and to attend meetings called by the Employer. Such permission shall not be unreasonably withheld.

15.14 The Representative shall make every reasonable effort to report back to their supervisor before resuming their normal duties.

15.15 Where operational requirements permit, upon reasonable notice, the Employer will grant leave without pay for a reasonable number of Employees:

- (a) to participate as a delegate to constitutional conferences or other similar forums mandated by territorial legislation; and
- (b) to present briefs to commissions, boards and hearings that are mandated by territorial legislation or the Federal Government and whose area of interest is of concern to organized labour.

#### Leave For the Union President Or Baffin Regional Vice President

15.16 An Employee elected as President, or Baffin Regional Vice President of the Union shall, upon reasonable notification, be granted leave of absence, without pay, and without benefits upon request by the Employee.

### **ARTICLE 16 - MEMBERSHIP FEE DEDUCTION**

16.01 The Employer will deduct an amount equal to the amount of Membership Fees from the pay of all employees in the Bargaining Unit.

16.02 The Union shall inform the Employer in writing of the Membership Fees to be deducted for each employee within the Bargaining Unit.

- 16.03 For the purpose of applying Clause 16.01, deductions from pay for each employee will occur on a bi-weekly basis and will apply to the extent that earnings are available. Where an Employee does not have sufficient earnings in respect of any bi-weekly period to permit deduction, the Employer shall not be obligated to make such deductions from subsequent salary.
- 16.04 No Employee organization, other than the Union, shall be permitted to have Membership Fees deducted by the Employer from the pay of the employees in the Bargaining Unit.
- 16.05 The amounts deducted in accordance with Clause 16.01 shall be remitted to the Comptroller of the Alliance, 233 Gilmour Street, Ottawa, Ontario, K2P OPI within a reasonable period of time after deductions are made and shall be accompanied by information identifying each Employee and the deductions made on their behalf.
- 16.06 The Employer may make deductions for other purposes upon the request of the employee and upon the production of appropriate documentation.
- 16.07 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer.
- 16.08 The Employer agrees to identify annually on each employee's T-4 slip the total amount of Membership Fees deducted for the preceding year.

#### **ARTICLE 17 - SOCIAL JUSTICE FUND**

- 17.01 The Employer shall contribute one (1) cent per hour worked to the PSAC Social Justice Fund and such contribution shall be made for all regular hours worked by each employee in the Bargaining Unit. Contributions to the Fund will be made on March 31<sup>st</sup> of each year, and such contributions remitted to the PSAC National Office.
- 17.02 It is clearly understood that this Fund is to be utilized strictly for the purposes specified in the PSAC Social Justice Fund charter.

#### **ARTICLE 18 - HUMAN RIGHTS**

- 18.01 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, gender identity or expression, 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. Affirmative action policies shall be non-discriminatory.

### Harassment

- 18.02 The Employer, the employees and the Union recognize the right of all persons employed by the Employer to work in an environment free from personal harassment, sexual harassment or abuse of authority, and agree that any of the aforementioned actions will not be tolerated in the workplace.
- 18.03 Cases of proven personal harassment, sexual harassment or abuse of authority by a person employed by the Employer is considered a disciplinary infraction and will be dealt with as such.

### Definition

- 18.04 Personal harassment means any improper behaviour by a person employed by the Employer that is directed at and offensive to another person employed by the Employer which the first person knew or ought reasonably to have known would be unwelcome. Personal harassment comprises objectionable conduct, comment, act or display that demeans, belittles or causes personal humiliation or embarrassment to the recipient.
- 18.05 Sexual harassment means any conduct, comment, gesture or contact of a sexual nature:
- (a) that might reasonably be expected to cause offence or humiliation; or
  - (b) that might reasonably be perceived as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.
- 18.06 Abuse of authority means an individual's improper use of power and authority inherent in the position held, by means of intimidation, threats, blackmail or coercion. This comprises actions which endanger an employee's job, undermine an employee's ability to perform the job or threatens the economic livelihood of an Employee. However, it shall not include the legitimate exercise of an individual's supervisory power or authority.
- 18.07 The Employer shall, after consulting with the Union, create a policy concerning personal harassment, sexual harassment or abuse of authority. The Employer shall make every person employed by the Employer aware of this policy. This policy shall be posted within 120 calendar days after the signing of the collective agreement.

### Freedom from Workplace Violence

- 18.08 The Employer, the employees and the Union recognize the right of all persons employed by the Employer to work in an environment free from workplace violence, and agree that workplace violence will not be tolerated in the workplace.
- 18.09 Cases of workplace violence by a person employed by the Employer is considered a disciplinary infraction and will be dealt with as such.

- 18.10 "Workplace violence" means any incident in which an Employee is abused, threatened, or assaulted during the course of their employment, and includes but is not limited to all forms of harassment, bullying, intimidation and intrusive behaviours of a physical or emotional nature.
- 18.11 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.
- 18.12 The Employer shall, after consulting with the Union, create a policy concerning workplace violence. The Employer shall make every person employed by the Employer aware of this policy. This policy shall be posted within 120 calendar days after the signing of the collective agreement.
- 18.13 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.

#### **ARTICLE 19 - DESIGNATED PAID HOLIDAYS**

19.01 The following days are Designated Paid Holidays for employees:

- a) New Year's Day;
- b) Good Friday;
- c) Easter Monday;
- d) Victoria Day;
- e) Canada Day;
- f) Civic Holiday, The first Monday in August;
- g) Labour Day;
- h) National Day for Truth and Reconciliation;
- i) Thanksgiving Day;
- j) Remembrance Day;
- k) Christmas Day;
- l) Boxing Day;
- m) Nunavut Day.

19.02 A paid holiday shall also be granted to all employees on any special day proclaimed by the Government of Canada, the Premier of Nunavut, or the Mayor of Sanirajak.

19.03 No Employee is entitled to be paid in respect of a Designated Paid Holiday on which they do not work:

- (a) where they have not worked for their Employer a total of thirty days during the preceding twelve months;

(b) where they did not report for work on that day after having been called to work on that day; or

(c) where, without the approval of their Employer, they have not reported for work on either their last regular working day preceding or following the Designated Paid Holiday.

#### Holiday Falling on a Day of Rest

- 19.04 When a Designated Paid Holiday under Clause 19.01 coincides with an Employee's Day of rest, the Designated Paid Holiday shall be moved to the Employee's first working day following their day of rest.
- 19.05 When a Designated Paid Holiday for an Employee is moved to another day under the provisions of Clause 19.04.
- (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,
- 19.06 When the Employer requires an Employee to work on a Designated Paid Holiday as part of their regularly scheduled hours of duty or as overtime when the employee is not scheduled to work the employee shall be paid in addition to the pay that the employee would have been granted had the employee not worked on the Designated Paid Holiday:
- (a) one and one-half (1 1/2) times their hourly rate for the first four (4) hours worked; and;
  - (b) two (2) times their hourly rate for the hours worked in excess of four (4) hours.
- 19.07 Subject to Article 33 Pay, at the Employee's option, the amounts payable pursuant to Article 19.06 may be taken either in cash or in lieu time to be taken at a later date convenient to both the Employer and the Employee.
- 19.08 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.
- 19.09 Where operational requirements permit, an Employee shall not be required to work both Christmas and New Year's Day.



## **ARTICLE 20 - LEAVE GENERAL**

- 20.01 During the month of May in each year the Employer shall inform each Employee in the Bargaining Unit in writing of the balance of their special, sick and vacation leave credits as of the 31<sup>st</sup> day of March.
- 20.02 If, at the end of the fiscal year, an employee's entitlement to vacation leave with pay includes a fractional entitlement of less or more than one-half day the entitlement shall be increased as follows:
- (a) to a half day if the fractional entitlement is less than one-half day;
  - (b) to a full day if the fractional entitlement is more than one-half day.
- 20.03 When an Employee is on leave of absence with pay and is entitled to receive an allowance, the Employee shall continue to receive that allowance. When an Employee is on leave of absence without pay, the Employee shall not be entitled to receive any pay or allowances, except where specifically provided by this Agreement.
- 20.04 When the Employer rejects an Employee's application for leave, the detailed reasons for the rejection shall be provided to the Employee in writing forthwith. Such reasons shall include details of the operational requirements which resulted in the leave being refused.
- 20.05 The Manager will respond to an employee's request for any leave within a reasonable period of time.
- 20.06 Entitlements for leave do not apply to an Employee who is on lay-off, suspension, or leave of absence without pay.
- 20.07 The Employer shall ensure that current and accurate leave and attendance records are maintained on all Employees.
- 20.08 When an Employee with more than three (3) years of service who has been granted more sick leave or special leave with pay than they have earned dies, the Employee shall be considered to have earned that amount of leave with pay granted to them.
- 20.09 When an Employee with more than three (3) years of service who has been granted more sick leave or special leave with pay than they have earned is laid off, the Employee shall be considered to have earned that amount of leave with pay granted to them.

## **ARTICLE 21 - VACATION LEAVE**

- 21.01 For each month of a fiscal year in which an employee receives 10 days' pay, they shall earn Vacation Leave at the following rates:

- (a) one and one-quarter (1 1/4) days each month (15 days per annum) until the month in which the anniversary of the second (2nd) year of continuous service is complete;
- (b) one and two-third (1 2/3) days each month (20 days per annum) commencing in the month after completion of two (2) years of continuous service and ending in the month that eight (8) years of continuous service is completed;
- (c) two and one twelfth (2 1/12) days each month (25 days per annum) commencing in the month after completion of eight (8) years of continuous employment and ending in the month that thirteen (13) years of continuous service is completed;
- (d) two and one-half (2 1/2) days each month (30 days per annum) commencing in the month after completion of thirteen (13) years of continuous employment and ending in the month that eighteen (18) years of continuous service is completed;
- (e) two and three quarter (2 3/4) days each month (33 days per annum) commencing in the month after completion of eighteen (18) years of continuous employment.

21.02 The accumulated service for part-time Employees shall be counted for the improved vacation leave entitlement in paragraphs (b), (c), (d) and (e) of Article 21.01.

21.03 Part-time Employees shall be paid six (6), eight (8), ten (10), twelve (12) or thirteen (13) percent of their total earnings in the fiscal year according to their accumulated service in lieu of vacation leave to which they would otherwise be entitled.

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

- (a) to schedule vacation leave for all Employees in the fiscal year in which it is earned;
- (b) not to recall an Employee to duty after they have proceeded on vacation leave;
- (c) to grant the employee their vacation leave during the fiscal year in which it is earned at a time specified by them;
- (d) grant the Employee vacation leave for up to four (4) consecutive weeks depending upon their vacation entitlements when so requested by the Employee
- (e) to grant the employees their vacation leave preference and where, as between two or more Employees who expressed a preference for the same period of vacation leave, seniority with the Employer will prevail;

21.05 All requests for vacation leave will be made in writing. Requests for up to five (5) consecutive days of vacation leave shall be made at least one (1) week in advance, where possible. Requests for more than five (5) consecutive days of vacation leave shall be made at least two (2) weeks in advance. The Employer may consider requests for vacation leave made without the required advance notice.

21.06 Where in respect of any period of vacation leave, an Employee:

- (a) is granted special leave, when there is a death in their immediate family as defined in Article 22; or
- (b) is granted special leave with pay because of illness in the immediate family as defined in Article 22; or
- (c) is granted sick leave on production of a medical certificate;

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

21.07 Except in an emergency the Employer shall not recall any employee to duty once their vacation has commenced.

21.08 When required by operational requirements, the Employer may alter an employee's vacation period after it has been approved, providing such vacation arrangements have been made after leave approval. If, the Employee has made non-refundable deposits for their vacation, the Employer shall reimburse the Employee for loss of deposits.

21.09 When during any period of vacation leave, an Employee is recalled to duty, they shall be reimbursed for reasonable expenses, as normally defined by the Employer, that they incur:

- (a) in proceeding to their place of duty;
- (b) in respect of any non-refundable deposits or prearrangements associated with their vacation;
- (c) in returning to the place from which they were recalled if they immediately resume vacation upon completing the assignment for which they were recalled, after submitting such accounts as are normally required by the Employer.

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

21.11 An Employee whose employment is terminated by reason of position abandonment is entitled to receive payment for any earned but unused vacation leave.

#### Leave When Employment Terminates

21.12 Where an Employee dies or otherwise terminates their employment:

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

#### Travel Time

21.13 Every employee who is proceeding on vacation leave shall be granted, once in each fiscal year, in addition to their vacation leave, two (2) days travel time with pay, provided the Employee is claiming at least four (4) days' vacation leave.

21.14 An Employee shall not be granted travel time during their first six (6) months of employment with the Employer.

### **ARTICLE 22 - SPECIAL LEAVE**

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

- (a) one-half (1/2) day for each calendar month in which they received pay for at least ten (10) days, or
- (b) one-quarter (1/4) day for each calendar month in which they received pay for less than ten (10) days.

As credits are used, they may be accumulated up to the maximum. Special leave cannot be converted into any other type of leave, or into pay.

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

22.03 The Employer shall grant special leave earned with pay as follows:

- (a) when there is a death in the Employee's immediate family - up to five (5) consecutive working days;
- (b) where a member of the immediate family becomes ill (not including childbirth) and the Employee is required to care for their dependants or for the sick person - up to five (5) working days;
- (c) where a member of the immediate family residing outside of Sanirajak becomes seriously ill and requires the employee's attendance-up to five (5) working days;
- (d) when an Employee is to be married, up to five (5) working days.

22.04 The Employer may grant an Employee special leave with pay for a period of up to five (5) consecutive working days.

(a) where special circumstances not directly attributable to the Employee prevent their reporting to duty, including:

- i) serious household or domestic emergencies;
  - ii) a general transportation tie-up caused by weather including Employees caught out on the land or water;
  - iii) serious community emergencies, where the Employee is required to render assistance;
- (b) in the event of the death of the Employee's brother in-law, sister-in-law.
  - (c) where an Employee is required to attend court with a spouse, son or daughter.
  - (d) An Employee required to escort a member of the Employee's family (where no other family member is able to escort the immediate family member to a medical centre outside of Sanirajak. The Employer may request that the Employee provide a certificate from a qualified medical practitioner.

22.05 The Employer may grant special leave with pay for a period of up to one half (1/2) working day to attend the funeral of the employee's aunt, uncle or cousin, where the funeral occurs in Sanirajak, where the funeral occurs during working hours and where the employee has provided the Employer with at least twenty-four (24) hours advance notice of this requirement.

- 22.06 (a) The Employer shall grant special leave earned with pay for a period of up to one (1) day:
- (i) on the birth of the employee's child;
  - (ii) on the adoption of a child by the employee;
- (1) This leave may be divided into two parts and taken on separate days. When the birth takes place outside of Sanirajak, this period of special leave shall be extended by up to an additional two (2) days.

#### Advance of Credits

22.07 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 fifteen (15) days, may be granted at the discretion of the Employer, subject to the deduction of such advance leave from any special leave credits subsequently earned. If the Employee's employment is terminated for any reason other than death or lay-off, the Employee must repay to the Employer unearned special leave which has been advanced. The Employer may deduct this amount from any amounts owing to the Employee on termination of employment.

#### Traditional Pursuits

22.08 Subject to operational requirements, leave with pay to a maximum of two (2) days per year, and leave without pay for up to an additional three (3) days may be granted on short notice to an Employee in order to meet traditional hunting, fishing or harvesting needs.

### **ARTICLE 23 - SICK LEAVE**

23.01 An Employee shall earn sick leave credits at the rate of one and a quarter (1 1/4) days for each calendar month for which they receive pay for at least ten (10) days.

23.02 There shall be no charge against an employee's sick leave credits when their absence on account of illness is less than one-half (1/2) day and the Employee has been on duty for at least two (2) hours in the second half of the day;

- (a) Where the period of absence on account of illness is at least one-half (1/2) day but less than a full day, one-half (1/2) day only shall be charged as sick leave.
- (b) Employees who are unable to work because of illness or injury must notify the Employer at least 30 minutes prior to the commencement of the Employee's regular hours of work. A failure to do so will result in a denial of sick leave, unless the Employer agrees otherwise.

- 23.03 Employees must sign a statement, for any sick leave claimed, stating that because of illness or injury the Employee was unable to perform their duties.
- 23.04 The Manager must approve all sick leave.
- 23.05 Employees are not eligible for sick leave with pay for any period during which they are on leave of absence without pay or under suspension.
- 23.06 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, they shall earn sick leave credits for each month in which they worked at least ten (10) days and shall retain any unused sick leave existing at the time of lay-off or commencement of leave without pay.
- 23.07 When an Employee, except for a casual 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 their sick leave credits for the period of concurrency.
- 23.08 Employees are required to produce a certificate from a qualified medical practitioner after being absent from work for three (3) consecutive days due to illness; and, for each day after a total of ten (10) days sick leave has been taken, certifying that such Employee is unable to carry out their duties due to illness. The Employer may, when it determines it necessary, require such a certificate in other occasions of absence as well.
- 23.09 Every Employee who is proceeding to a medical centre for medical treatment may, with the approval of the Employer, be granted leave of absence with pay which is charged against their special leave credits for the lesser of two (2) days or the actual time taken to travel from their post to a point of departure and return.
- 23.10 An Employee may use sick leave credits when their presence is required due to illness of the Employee's spouse or child.
- 23.11 In circumstances where sick leave would be authorized, but the Employee has insufficient or no sick leave credits, at the discretion of the Employer, they may be granted sick leave in advance to a limit of five (5) days.
- 23.12 Sick leave cannot be converted to any other type of leave or pay.

#### **ARTICLE 24 - COMPASSIONATE LEAVE WITHOUT PAY**

- 24.01 An Employee may take compassionate leave, for a period not to exceed twenty-seven (27) weeks within a fifty-two (52) week period, where the Employee is required to provide care and support for a family member who has a significant risk of death within 26 weeks. An Employee is required to provide notice to the Employer before the commencement of the leave, or as soon as is reasonably possible.
- 24.02 The Employee is required to provide the Employer with a medical certificate confirming the medical condition of the family member when reasonably possible for the employee to provide it.

24.03 Family member means, for the purposes of compassionate leave:

- (a) spouse or common law spouse of the Employee;
- (b) child of the Employee;
- (c) child of the Employee's spouse or common law spouse;
- (d) parent of the Employee; parent of the Employee's spouse or common law spouse.

#### **ARTICLE 25 - CASUAL LEAVE**

25.01 Employees may be granted casual leave with pay to a maximum of two (2) hours for medical, dental, and legal appointments. Casual leave will only be granted for the actual length of the appointment.

25.02 Casual leave with pay may also be granted for other purposes at the discretion of the Employer.

#### **ARTICLE 26 - COURT LEAVE**

26.01 Leave of absence with pay shall be given to every Employee other than Employees on leave of absence without pay, laid off or on suspension who is required:

- (a) to serve on a jury and the jury selection process; or
- (b) by subpoena or summons to attend as a witness in any proceeding held:
  - (i) In or under the authority of a court of justice or before a grand jury; (ii) before a court, judge, justice, magistrate, or coroner;
  - (iii) before the Senate or House of Commons of Canada, or a committee of the Senate or House of Commons, otherwise than in the performance of the duties of their position;
  - (iv) before a Legislative Council, Legislative Assembly or House of Assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it;
  - (v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it;

provided that the Employee provides the Employer with any compensation that the Employee receives for such activities.



## **ARTICLE 27 - INJURY ON DUTY LEAVE**

27.01 An Employee shall be granted injury-on-duty leave with pay for such reasonable period as may be determined by the Employer where it is determined by the Northwest Territories and Nunavut Workers' Safety and Compensation Commission that they are unable to perform their duties because of:

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

if the Employee agrees to pay the Employer any amount received by them for loss of wages in settlement of any claim they may have in respect of such injury, sickness or exposure.

## **ARTICLE 28 - MATERNITY LEAVE WITHOUT PAY**

- 28.01 An Employee who has been employed for twelve (12) consecutive months and who becomes pregnant shall be granted maternity leave for a period of seventeen (17) consecutive weeks, commencing any time during the seventeen-week period immediately preceding the estimated date of delivery.
- 28.02 An employee who requests maternity leave shall notify the Employer at least four (4) weeks prior to the commencement of the maternity leave without pay;
- 28.03 The Employer may where maternity leave without pay is requested, require the Employee to submit a medical certificate certifying pregnancy.
- 28.04 The period of maternity leave without pay may be extended for up to six (6) additional weeks if the employee's actual date of delivery is later than the estimated date of delivery.
- 28.05 With the Employer's approval, an employee may return to work prior to the expiry of their maternity leave without pay.
- 28.06 When a pregnant employee produces a statement from their physician that their working condition may be detrimental to their health or that of the fetus, the Employer will either change those working conditions where that is reasonable within their operational requirements or allow the employee to take leave of absence without pay for the duration of their pregnancy.
- 28.07 Leave under this Article shall be counted for the purposes of "continuous service" and "continuous employment".

## **ARTICLE 29 - PARENTAL LEAVE WITHOUT PAY**

- 29.01 Where an employee has been employed for six (6) consecutive months, and will have the actual care and custody of their newborn child; or where an employee commences proceedings to adopt a child who is below nineteen years of age or obtains an order for the adoption of a child who is below nineteen years of age, they shall be granted child care leave without pay for a single period of up to sixty-three (63) consecutive weeks. The leave shall be taken during the seventy-eight (78) week period immediately following the day the child is born or, in the case of adoption, within the seventy-eight (78) week period from the date the child comes into the employee's care and custody.
- 29.02 An applicant for Parental Leave without pay shall provide the Employer with a written application at least four (4) weeks prior to the date of commencement of the leave.
- 29.03 Parental Leave without pay utilized by an employee couple shall not exceed a total of sixty-three (63) weeks for both employees combined.
- 29.04 Parental Leave without pay utilized by an employee couple in conjunction with Maternity Leave without pay shall not exceed a total of seventy-eight (78) weeks for both employees combined.
- 29.05 Parental Leave without pay taken by an employee in conjunction with maternity leave shall be taken immediately after the termination of maternity leave and the duration of both periods of leave shall not exceed a total of seventy-eight (78) weeks.
- 29.06 Leave under this Clause shall be counted for the purposes of "continuous service" and "continuous employment".

## **ARTICLE 30 - LEAVE WITHOUT PAY**

- 30.01 The Employer may provide the employee with leave without pay, for such period as may be determined by the Employer. An Employee of leave of absence without pay is not entitled to receive any pay, allowances or benefits for the period of leave of absence without pay.

## **ARTICLE 31 - HOURS OF WORK**

- 31.01 The weekly scheduled hours of work shall be thirty-seven and one-half (37 1/2) hours per week for Administration employees and forty (40) hours per week for Maintenance employees. Employees shall work a five (5) day work week, Monday to Friday inclusive. Normally, the hours of work shall be between the hours of 8:00 a.m. and 5:00p.m. These hours may be varied by the Employer, providing the Employee receives at least fourteen (14) days advance notice of the variation, or where the Employer and the affected Employees agree to the variation.
- 31.02 Employees shall be entitled to two (2) rest periods of fifteen (15) minutes duration on or about the midpoint of the first and second half of their shift.

- 31.03 An unpaid meal period of one (1) hour's duration shall be scheduled as close to the midpoint of the shift as possible.
- 31.04 In the event that an employee is unable to take their meal period or rest period(s) due to operational requirements, the meal period or rest period(s) will be taken at a later time. If an Employee is unable to reschedule the meal period, they may either leave work early in the amount of time missed, or claim overtime for that amount of time at the appropriate overtime rate.

### **ARTICLE 32 - SHIFT WORK**

- 32.01 There shall be no shift work.

### **ARTICLE 33 - PAY**

- 33.01 Employees are entitled to be paid for services rendered for the title to which they were hired at the pay rates specified in Appendix A.
- 33.02 Employees shall be paid on every second Friday.
- 33.03 Where cheques are distributed to employees at their place of work, they shall be distributed individually or placed in sealed envelopes.
- 33.04 Employees who have earned overtime compensation or any other extra allowances in addition to their regular pay, should receive such remuneration in the pay period in which it was earned but, in any event, shall receive such remuneration on the following payday.
- 33.05 When overtime compensation is paid, the pay statement shall indicate the pay periods, rate of overtime, and the number of overtime hours.

### **ARTICLE 34 - OVERTIME**

- 34.01 In this Article:
- (a) "Overtime" means work performed by an employee in excess or outside of their regularly scheduled hours of work. In the case of Employees who work less than full time, overtime means work performed in excess of the regular hours of a full-time employee.
  - (b) "Straight time rate" means the hourly rate of pay.
  - (c) "Time and one-half" means one and one-half (1 1/2x) times the straight time rate.
  - (d) "Double time" means twice (2x) the straight time rate.
- 34.02 Employees will work overtime only when absolutely necessary or in the case of emergencies and must have prior authorization in writing from the Employer.

- 34.03 All overtime will be authorized on an Overtime Authorization Form approved by the Employer.
- 34.04 Subject to the operational requirements of the service the Employer shall make every reasonable effort:
- (a) to allocate overtime work on an equitable basis among readily available qualified employees who are normally required in their regular duties to perform that work;
  - (b) to give employees who are required to work overtime reasonable advance notice of this requirement.
- 34.05 An Employee who is requested to work overtime shall be entitled to the appropriate rate described below in (a):
- (a) Overtime work shall be compensated as follows:
    - (i) at time and one-half (1 1/2x) for the first four hours of overtime worked, and
    - (ii) at double time (2 x) for all hours of overtime worked after the first four (4) consecutive hours of overtime and double time (2 x) for all hours worked on the second or subsequent day of rest provided the days of rest are consecutive.
  - (b) "First day of rest" is defined as the twenty-four (24) hour period commencing at midnight of the calendar day on which the employee completed their last regular shift, and
  - (c) When the first and second or subsequent day of rest are consecutive, "second or subsequent day of rest" is defined as the period immediately following expiration of the first day of rest and ending at the time of commencement of the Employee's next regular shift.

### **ARTICLE 35 - ACTING PAY**

- 35.01 Where an Employee is required in writing by the Employer to perform duties of a position with a higher rate of pay on an acting basis, the employee shall be paid acting pay. The Employee required to act will receive acting pay at a rate of ten percent (10%) over their regular rate up to, but not exceeding the maximum level of pay approved for the position in which they are acting. Acting pay must be authorized in advance by the Employer.
- 35.02 When a Designated Paid Holiday occurs on a day when the Employee would otherwise be performing duties on an acting basis, the Designated Paid Holiday shall be considered as a day worked for purposes of acting pay.

### **ARTICLE 36 - REPORTING PAY**

- 36.01 If an employee reports to work on their regularly scheduled work day and there is insufficient or no work available they are entitled to four (4) hours' pay at the straight time rate.
- 36.02 If an Employee is directed to report for work on a day of rest or on a Designated Paid Holiday, and there is insufficient work available, they shall be entitled to four (4) hours of work at the appropriate overtime rate. When no work is available, they shall receive compensation to four (4) hours' pay at the appropriate overtime rate.

### **ARTICLE 37 - CALL BACK PAY**

- 37.01 Where an Employee has been recalled to work by the Employer for a specific duty, and where the recall was not scheduled in advance, the Employer shall pay to the Employee upon completion of the task for which they were called back or any other emergencies that might arise during the period of call back, the greater of:
- (a) a minimum payment of four (4) hours pay at their regular rate; and
  - (b) compensation at the appropriate overtime rate for all hours worked.
- 37.02 Except in the case of an emergency Employees shall not be required to return to work on a call-back. When Employees do return to work on a call-back, payment under this Article shall be made whether or not work is actually available and performed.

### **ARTICLE 38 - STANDBY PAY**

- 38.01 Where the Employer requires employees to be available on standby during off-duty hours, an employee shall be entitled to a standby payment of twenty dollars (\$20.00) for each eight (8) consecutive hours or portion thereof that they are on standby, except on Sundays and Designated Paid Holidays. For any period of standby on a Sunday or Designated Paid Holiday, they shall be paid twenty five dollars (\$25.00) for each eight (8) hours or portion thereof that they are required to be on standby status.
- 38.02 An Employee designated by letter or by list for standby duty shall be available during their period of Standby. The Employee shall at all times carry the radio telephone supplied by the Employer. The Employee shall be available to return for duty as quickly as possible if called. In designating employees for Standby, the Employer will endeavour to provide for the equitable distribution of standby duties among readily available qualified Employees who are normally required, in their regular duties, to perform that work.

- 38.03 No standby payment shall be granted if an Employee is unable to report for duty when required.
- 38.04 An Employee on Standby who is required to report for work shall be paid, in addition to the standby pay, the appropriate overtime rate for all hours worked, subject to a minimum payment of four (4) hours' pay at the straight time rate each time they report, except that this minimum shall only apply once during each standby period of eight (8) consecutive hours or portion thereof.
- 38.05 Except in the case of an emergency, standby schedules shall be posted fourteen (14) days in advance of the starting date of the new shift schedule.
- 38.06 Employees on standby shall have the use of an Employer's vehicle.
- 38.07 The Employer shall determine when a standby schedule will be implemented and shall post the schedule at least fourteen days before the schedule comes into effect.

### **ARTICLE 39 - PERFORMANCE INCREMENTS AND PERFORMANCE REVIEWS**

- 39.01 An Employee holding a position for which there is a minimum and maximum rate of pay may be granted increases in pay until they reach the maximum for the position. Such pay increases are dependent on a satisfactory performance evaluation of the Employee by the Employer.
- 39.02 For the purpose of such pay increases, the performance of the Employee must be reviewed annually.
- 39.03 Pay increments that are awarded by the Employer under Article 39.01 above shall be granted on the Employee's anniversary date of each year.
- 39.04 Employees will be entitled to only one performance increment annually.
- 39.05 If the Employer has not completed a performance evaluation of the Employee within 30 days of the Employee's anniversary date, the Employee shall be deemed to have been performing at a satisfactory level, and shall be entitled to a performance increment, retroactive to the Employee's anniversary date.

### **ARTICLE 40 - SALARY INCREASES**

- 40.01 The Employer agrees to pay the negotiated salary increases to every Employee not later than the month following the month in which this Agreement is signed and not later than the month following the month in which any subsequent salary increases become effective.
- 40.02 The Employer agrees to pay all retroactive remuneration for salary increases, overtime, acting pay and allowances not later than two months following the month in which the Agreement is signed.

- 40.03 When an Employee is appointed to a new position that constitutes a promotion as defined in Clause 2.01 (u), the Employee shall receive an increase in salary that is nearest to but not less than the difference between Step 1 and Step 2 of the new pay range.
- 40.04 When an Employee is appointed to a new position as a result of the Employee's successful application for a position, which is equal to or less than that of the Employee's present position, the Employee shall be paid at a level in the appropriate pay range for the new position that is commensurate to the Employee's qualifications and experience for the position.

#### **ARTICLE 41 - PAY RECOVERY**

- 41.01 Where an Employee, through no fault of their own, has been overpaid, the Employer will, before recovery action is implemented, advise the Employee in writing of the amount overpaid and the intention of the Employer to recover the overpayment. Prior to said recovery, the Employer and Employee shall discuss and devise an acceptable recovery schedule. No employee shall be subject to a deduction in excess of twenty percent (20%) of the net earnings per pay period. .
- (a) If more than one year has passed since the undetected overpayment was made, then 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 42 - PENSION AND BENEFIT PLANS**

- 42.01 All eligible full time and part time employees shall participate in the Northern Employee Benefits Services (NEBS) Pension Plan.
- Insurance Plans
- 42.02 All eligible full time and part time employees shall participate in the Northern Employee Benefits Services (NEBS) Group Benefit Plan (i.e., Basic Group Life Insurance; Accidental Death, Discase & Dismemberment; Dependants Insurance; and Long-Term Disability) and Short-Term Disability (Weekly Indemnity) Plan.
- 42.03 All eligible full time and part time employees may participate in the optional Northern Employee Benefits Services (NEBS) Extended Health Care and Dental Insurance plans.
- 42.04 The provisions of NEBS regarding the eligibility of Employees, the benefit coverage provided for employees and the shared cost of premiums for such coverage shall govern. All issues concerning the pension and benefit plans shall be determined by the plan providers.

### **ARTICLE 43 - NORTHERN ALLOWANCE**

- 43.01 All Employees, except Casual Employees, shall be paid a Northern Allowance. This allowance shall be based upon an annual amount as per 43.03 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 (1/2) per day. .
- 43.02 This allowance shall be paid on an hourly basis for all regular hours worked. It shall be paid biweekly to all Employees.
- 43.03 Notwithstanding anything in this Article, if the Northern Allowance rate for Sanirajak in the Government of Nunavut-Nunavut Employees' Union Collective Agreement changes to rates other than those listed, the Northern Allowance rate in this Article shall change, effective the same date, to reflect that amount.

### **ARTICLE 44 - TRAVEL ON BEHALF OF EMPLOYER**

- 44.01 Where an Employee is required to travel on behalf of the Employer, they shall be paid:
- (a) When the travel occurs on a regular work day, as though they 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.
- 44.02 Clause 44.01 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.
- 44.03 Notwithstanding clauses 44.01 and 44.02, the Employer may make other arrangements mutually agreeable between the Employer and Employee.

#### **Expenses**

- 44.04 An Employee who is authorized to travel on the Employer's business will be reimbursed for reasonable expenses incurred in accordance with the provisions of the Government of Nunavut collective agreement with the Nunavut Employees' Union. Those provisions shall be posted on the bulletin board.

### **ARTICLE 45 - SENIORITY**

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



45.02 The Employer shall maintain a seniority list showing the date upon which each Employee's service commenced. The seniority list shall be kept up-to-date, a copy of which shall be posted on the bulletin board, and shall be sent to the union every six (6) months.

#### **ARTICLE 46 - VACANCIES JOB POSTINGS PROMOTIONS AND TRANSFERS**

46.01 Every vacancy for positions expected to be of more than six (6) months' duration and every newly created position shall be posted on the Union notice Board. The job posting shall state the job classification, rate of pay, shift, and required qualifications of the job. An employee who wishes to apply for a position so posted shall do so on or before the closing date as advertised on the posting.

46.02 Where skill, ability and knowledge are determined by the Employer to be relatively equal, seniority shall be the governing factor applied in determining preference for vacancies, promotions and transfers.

46.03 No employee shall be transferred to a position outside the Bargaining Unit without their consent. If an employee is transferred to a position outside the bargaining unit, they shall retain their seniority accumulated up to the date of leaving the unit, but will not accumulate further seniority. Such employee shall have the right to return to a position in the bargaining unit consistent with their seniority accumulated up to the date of transfer outside the unit.

46.04 No Employee shall be transferred to another position within the Bargaining Unit without their consent.

46.05 New employees shall not be hired when there are Employees on lay-off who are qualified and willing to perform the job.

#### **ARTICLE 47 - LAY OFF**

47.01 There shall be no lay-off of any Employee during the life of this Agreement except for lay-off resulting from lack of funding, lack of work or discontinuance of function.

47.02 In the event of lay-off, Employees shall be laid off in reverse order of their seniority within their classification.

47.03 The Employer shall notify the Union and all affected Employees who are to be laid off three (3) months prior to the effective date, 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.

47.04 Employees shall be recalled within their classification in the order of their seniority, where jobs become available, provided they have the ability and qualifications to perform such jobs. The Employer shall give notice of recall by registered mail to the last recorded address of the employee. The Employee shall keep the Employer advised

at all times of their current address. The Employee shall return to work within ten (10) working days from the time that they receive notice of recall unless, on reasonable grounds, they are unable to do so.

- 47.05 No new Employees shall be hired within a classification until those laid off from the same department have been given the opportunity of recall.
- 47.06 A person ceases to be a lay-off if they are not appointed to a position within twelve (12) months from the date on which they became a lay-off.
- 47.07 An Employee who has two (2) years or more of continuous employment and who is laid off is entitled to be paid Severance Pay at the time of lay-off.
- 47.08 In the case of an Employee who is laid off for the first time following the signing of this Agreement, the amount of Severance Pay shall be two (2) weeks' pay for the first complete year of continuous employment, two (2) weeks' pay for the second complete year of continuous employment and one (1) weeks' pay for each succeeding complete year of continuous employment. The total amount of Severance Pay which may be paid under this Clause shall not exceed twenty-eight (28) weeks' pay.
- 47.09 In the case of an Employee who is laid off for a second or subsequent time following the signing of this Agreement the amount of Severance Pay shall be two (2) weeks' pay for the first complete year of continuous employment after re-engagement and one (1) week's pay for each succeeding complete year of continuous employment less any period in respect of which they were 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.
- 47.10 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.
- 47.11 Where the Employer and the Employee agree, the Employee may instead of receiving Severance Pay, work for the period of time equal to the number of weeks of Severance Pay.

#### **ARTICLE 48 - CREDIT FOR PREVIOUS EXPERIENCE**

- 48.01 Employees who have previously been employed with the Employer and who are rehired into the same position shall receive one hundred percent (100%) credit for previous experience providing that not more than one (1) year has passed since the end of their previous employment.

#### **ARTICLE 49 - PROBATION**

- 49.01 A newly hired Employee shall be on probation for a period of six (6) months. During the probationary period, the Employee shall be entitled to all rights and benefits of this

Agreement except the right to grieve their termination or where their rights are otherwise limited by this Agreement.

- 49.02 An Employee who has served an initial probationary period and who moves into a new position shall serve a probationary period of three (3) months in the new position. If an Employee does not successfully complete this probationary period in the new position, the Employee shall return to their former position.

#### **ARTICLE 50 - TERM POSITIONS**

- 50.01 A term position shall be established for any known absence in excess of four (4) months.
- 50.02 Term employees are not entitled to Article 47 (Lay Off) at the end of their term
- 50.03 A series of term employees shall not be used instead of hiring an indeterminate employee.
- 50.04 Term Employees shall be entitled to pay, allowances and benefits provided under this Agreement.
- 50.05 An Employee in a Term position is not entitled to severance pay at the end of the term.

#### **ARTICLE 51 - CASUAL EMPLOYEES**

- 51.01 Where a Casual Employee is employed in excess of nine (9) months, the Employee shall be appointed on a term basis and shall be entitled to all eligible provisions of the Collective Agreement from that date forward.
- 51.02 The Employer shall ensure that a series of casual Employees will not be employed in lieu of establishing a full-time position.
- 51.03 "Continuous Employment" in respect of a casual Employee shall include any period of employment with the Employer, which has not been broken by more than ten (10) working days.
- 51.04 Designated Paid Holidays shall apply to a casual Employee after fifteen (15) calendar days of continuous employment.
- 51.05 Casual employees shall be entitled to receive, in addition to their hourly rate of pay, vacation pay of 6% paid for all hours worked. Vacation pay shall be paid on a bi-weekly basis to each casual employee. Casual Employees shall not be entitled to any other benefits or allowances under this Agreement.

## **ARTICLE 52 - JOB DESCRIPTIONS**

- 52.01 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 and accurate Job Description of the Employee's position.
- 52.02 Upon written request, an Employee shall be given a complete and current Job Description of their position.

## **ARTICLE 53 - EMPLOYEE PERFORMANCE REVIEWS AND EMPLOYEE FILES**

- 53.01 When a formal review of an Employee's performance is made, the Employee concerned shall be given the opportunity to discuss and then sign the review form in question to indicate that its contents have been read and understood. The Employee shall also be given the opportunity to provide written comments to be attached to their performance appraisal.
- 53.02 The Employer agrees not to introduce as evidence in the case of promotional opportunities or disciplinary action any document from the file of an Employee, the existence of which the Employee was not made aware, by the provision of a copy thereof at the time of filing or within five (5) working days thereafter.
- 53.03 Upon written request of an Employee, the Personnel file of that employee shall be made available for their examination at reasonable times in the presence of a representative of the Employer. Twenty-four (24) hours' notice will be given.
- 53.04 Only one file per Employee for the purposes of performance evaluation or discipline shall exist.
- 53.05 The Employer agrees that communications between an employee and their representative are privileged and confidential. The Employer shall not ask questions of the representatives on confidential matters and the representative shall not be forced to testify against an employee in respect of such communications.

## **ARTICLE 54 - NEW POSITIONS**

- 54.01 During the term of this Agreement, if a new or revised position is implemented by the Employer, the Employer shall before applying the new position, negotiate with the Union the rates of pay and the rules affecting the pay of employees for the position affected. If the parties fail to reach agreement within sixty (60) days from the date on which the Employer submits the new or revised standard to the Union, the Employer may withdraw the proposed position and may re-submit their proposal or 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 55 - RESTRICTION ON OUTSIDE EMPLOYMENT**

- 55.01 When an Employee wishes to carry on any business or employment outside their regularly scheduled hours of duty, they shall notify the Employer in writing of the nature of such business or employment.
- 55.02 When the Employer desires to prohibit an employee's engagement in business or employment outside their regularly scheduled hours of duty (for the reasons set out in clause 55.03 below), such Employee will be notified in writing together with the reason for withholding such permission.
- 55.03 Employees are prohibited from carrying on any business or employment outside their regularly scheduled hours of duty when such business or employment is such that:
- (a) a conflict of duties may develop between an employee's regular work and their outside interest; and
  - (b) certain knowledge and information available only to Employer personnel place the individual in a position where they can exploit the knowledge or information for personal gain.

## **ARTICLE 56 - HEALTH AND SAFETY**

- 56.01 The Employer shall make reasonable provision for the safety and health of all its employees during their hours of employment;
- (a) Protective devices and other equipment deemed by the Workers' Safety and Compensation Commission or the Safety Act necessary to protect employees from injury shall be supplied by the Employer.
  - (b) It is mutually agreed that the Employer, the Union and Employees shall cooperate to the fullest extent possible towards the prevention of accidents, and in reasonable promotion of safety and health.
  - (c) All standards established under the Safety Act and Regulations are minimum acceptable practice.

## **ARTICLE 57 - LABOUR MANAGEMENT COMMITTEE**

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

57.04 In matters of Safety and Health, the Committee shall follow the Safety Act and regulations. A copy of the Safety Act and regulations shall be available at the Employer's office.

First Aid

57.05 The Committee should provide first aid kits in all Employer workplaces, keep the said kits in good condition and make them accessible and available to employees at all times.

First Aid Training

57.06 The Employer will encourage Employees to take first aid courses when they are made available in Sanirajak, 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.

**ARTICLE 58 - EMPLOYEE ASSISTANCE PROGRAM**

Purpose

- 58.01 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.
- 58.02 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 interfere with work performance, attendance or interpersonal work relationships may become a major concern to the Employer.

Policy

- 58.03 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.
- 58.04 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

- 58.05 Diagnosis and referral for treatment must be made by a duly qualified medical and/or addictions practitioner.
- 58.06 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.
- 58.07 The Employee who has an identified alcohol and substance abuse problem must accept conditions related to the rehabilitation process.
- 58.08 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

- 58.09 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 59 - TECHNOLOGICAL CHANGE**

- 59.01 The Employer and the Union shall abide by the provisions in the Canada Labour Code regarding technological change.
- 59.02 In cases of technological change where Employees may require retraining the Employer will make every reasonable effort to offer training courses.

### **ARTICLE 60 - CONTRACTING OUT**

- 60.01 Contracting out of bargaining unit work shall not occur if it would result in the lay-off, continuance of a lay off or reduction in the hours of work of any full time or part time employees.

## **ARTICLE 61 - SUSPENSION AND DISCIPLINE**

- 61.01 When Employees are to be suspended or discharged from duty, the Employer shall notify the employee in writing of the reasons for such suspension or discharge at least twenty- four (24) hours after the suspension or discharge in sufficient detail that the employee may defend themselves against it.
- 61.02 The Employer shall notify the local representative of the Union that such suspension or discharge has occurred or is to occur.
- 61.03 Where an Employee is required to attend a disciplinary interview with the Employer or a meeting where discipline will be imposed, the employee shall have the right to have a representative of the Union in attendance. The Employer must advise the employee of their right to be accompanied by their representative with sufficient notice.
- 61.04 Any document or written statement related to disciplinary action which may have been placed on the Personnel file of an Employee shall be removed after eighteen (18) months have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.

## **ARTICLE 62 - GARNISHEE**

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

## **ARTICLE 63 - GRIEVANCE PROCEDURE**

- 63.01 The Employer and the Union recognize that grievances may arise in each of the following circumstances:
- (a) By the interpretation or application of:
    - (i) a policy or other document made by the Employer dealing with terms or conditions of employment; or
    - (ii) a provision of this Collective Agreement or Arbitral Award; and
  - (b) disciplinary action resulting in demotion, suspension, or a financial penalty;
  - (c) dismissal; and
  - (d) letters of discipline placed on personnel file.



- 63.02 The procedure for final resolution of grievances listed in Clause 63.01 (a), (b) and (c) except for grievances of the termination of a probationary employee is arbitration. Final level for Clause 63.01 (d) is second level.
- 63.03 If an employee so desires, they may be assisted and represented by the Union when presenting a grievance at any level.
- 63.04 An Employee or the Union who wishes to present a grievance at any level in the grievance procedure, shall give this grievance to their immediate supervisor (or if a Union grievance, to the Manager) who shall forthwith:
- (a) forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate level; and
  - (b) provide the employee or the Union with a receipt stating the date on which the grievance was received by them.
- 63.05 Except as otherwise provided in this Agreement a grievance shall be processed by recourse to the following steps:
- (a) First Level (Manager);
  - (b) Second Level (Board of Directors of the Employer);
  - (c) Final Level (Arbitration).
- 63.06 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.
- 63.07 An employee or the Union may present a grievance to the first level of the procedure in the manner prescribed in Clause 63.04 not later than twenty-five (25) calendar days after the date on which they are notified orally or in writing or on which they first become aware of the action or circumstances giving rise to the grievance.
- 63.08 The Employer shall reply in writing to a grievance within twenty-one (21) calendar days at first level, and within thirty (30) calendar days at second level.
- 63.09 An Employee or the Union may present a grievance at each succeeding level in the grievance procedure beyond first level:
- (a) Where the decision or settlement is not satisfactory to the Employee or the Union, within twenty-one (21) calendar days after that decision or settlement has been conveyed in writing to them by the Employer, or;
  - (b) Where the Employer has not conveyed a decision to the employee or the Union, within the time prescribed in Clause 63.08 within twenty-one (21) calendar days after the day the reply was due.

- 63.10 (a) All grievances shall be initiated and presented at the First Level.
- (b) Notwithstanding (a) above, grievances pertaining to allegations of the Housing Manager harassing or discriminating against an Employee may be initiated and presented at the Second Level of the grievance procedure.
- 63.11 The Employer shall have the right to initiate a grievance, and present it to the Union President. This grievance shall be treated as having been filed at Second Level. Onus placed upon the Employer throughout this Article shall be placed upon the Union in this instance and the same time limits shall apply.
- 63.12 An Employee shall have the right to present a grievance on matters relating to the application or interpretation of this Agreement provided that the employee first obtains the authorization of the Union prior to presenting such grievance.
- 63.13 An Employee may, by written notice to the Manager, withdraw a grievance provided that, where the grievance is one arising out of the application or interpretation of this Agreement their withdrawal has the approval, in writing, of the Union.
- 63.14 The time limits stipulated in this Article may be extended by mutual agreement between the Employer and Union. Grievances, which are not presented or advanced within time limits set out in this Article, are abandoned, and may not later be presented or advanced.
- 63.15 No proceedings under this Article are invalid by reason of any defect of form or any technical irregularity.
- 63.16 Should the grievance not be resolved at Second Level either party may, by written notice to the other party, the matter to arbitration.
- 63.17 The parties agree that any arbitration arising out of this agreement shall be made by a single arbitrator to be mutually agreed upon by the parties.
- 63.18 If mutual agreement is not reached by the parties to choose a single arbitrator within thirty (30) calendar days from the date that either party receives notification of a wish to proceed to arbitration, then the Minister of Labour shall be asked to appoint an arbitrator.
- 63.19 The arbitrator has all of the powers granted to arbitrators under the Canada Labour Code, in addition to any powers that are contained in this Agreement.
- 63.20 The Arbitrator shall hear and determine the difference or allegation and shall issue a written decision and the decision is final and binding upon the parties and upon any Employee affected by it.
- 63.21 The Arbitrator shall sign the award and copies shall be provided to the Employer and the Employee within three (3) months of the hearing.

- 63.22 The Arbitrator shall not have the authority to alter or amend any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or to render any decision contrary to the terms and provision of this Agreement.
- 63.23 The Employer and the Union shall each pay one-half (1/2) of the remuneration and expenses of the Arbitrator and each party shall bear its own expenses of every such arbitration.
- 63.24 In addition to the powers granted to arbitrators under the provisions of the Canada Labour Code, the Arbitrator may:
- (a) alter replace or substitute any discipline imposed on an employee with any other discipline which the Arbitrator considers fair and reasonable, except where this Agreement provides a specific disciplinary penalty;
  - (b) determine that where the discharge of the Employee is not appropriate, direct the Employer to reinstate the Employee and pay to the Employee a sum equal to their wages lost by reason of their dismissal, or such less sum as in the opinion of the Arbitrator is fair and reasonable; or direct that instead of reinstatement the Employee be paid a sum of money which the Arbitrator considers fair and reasonable, or make such order as the Arbitrator considers fair and reasonable having regard to the terms of this Agreement.
- 63.25 Where a party has failed to comply with any of the terms of the decision of the Arbitrator, either party or Employee affected by the decision may, after the expiration of thirty (30) calendar days from the date of the release of the decision or the date provided in the decision for compliance, whichever is later, file in the office of the Clerk of the Federal Court of Canada, a copy of the decision, exclusive of the reason therefore in the prescribed form, whereupon the decision may be entered in the same way as the judgment or an order of that court and may be enforceable as such.

#### **ARTICLE 64 - WEATHER CONDITIONS**

- 64.01 The Employer agrees to pay Employees who report to work late as a result of difficulty in getting to work due to adverse weather conditions within Sanirajak.
- 64.02 Where weather conditions are such that an Employee is in Sanirajak and is unable to report to work as a result of adverse weather conditions, they shall be paid as if they had worked.
- 64.03 When Employees report to work but are unable to perform their duties due to weather conditions and are thereby not required to work, they shall be paid as if they had worked.

- 64.04 Except in emergency situations, Employees shall not be required to work outside under adverse weather conditions.
- 64.05 Adverse weather conditions occur when all Government of Nunavut facilities in Sanirajak are closed because of weather.

## **ARTICLE 65 - MAINTENANCE EMPLOYEES**

### Application

65.01 This article shall apply to all maintenance Employees.

### Work Clothing and Protective Equipment

65.02 Where the following Articles are required by the Employer or the Workers' Safety and Compensation Commission:

- (a) hard hats
- (b) aprons
- (c) welding goggles
- (d) dust protection
- (e) eye protection, except prescription lenses
- (f) ear protection

The Employer shall provide these articles. The Employer shall replace these articles as required when they are worn or damaged beyond repair.

65.03 The Employer will provide safety boots and coveralls to full time employees and apprentices on an annual basis.

65.04 New Maintenance Employees, including apprentices, are required to supply their own tools of their trade normally associated with a journeyperson's tool kit.

65.05 In situations where highly specialized tools, not normally associated with a journey person's tool kit, are required, the Employer, who will retain ownership of them, will provide them

### Wash-up Time

65.06 Maintenance Employees shall be permitted paid wash-up time to a maximum often (10) minutes prior to the conclusion of each shift and prior to the mid-point meal break.

## **ARTICLE 66 - APPRENTICES**

66.01 The following are agreed upon terms and conditions of employment for Employees engaged as apprentices.

- (a) The Apprentices, Trades and Occupational Certification Act and pursuant regulations shall apply to all apprentices. A copy of the applicable regulations shall be supplied to the apprentice upon appointment.
- (b) The recognized Apprenticeship Training Programs shall be those listed in the Trades Designation Order pursuant to the Apprentices, Trades and Occupational 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 journeyperson rate as follows:

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	<u>Four Year Training Programs</u>		<u>Three Year Training Programs</u>
	<u>Journeyperson Pay Rate</u>		<u>Journeyperson Pay Rate</u>
Year 1	60%	Year 1	70%
Year 2	70%	Year 2	80%
Year 3	80%	Year 3	90%
Year 4	90%		

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66.02 When the apprentice successfully completes the apprenticeship program, the Employer will make every reasonable effort to provide the apprentice with a permanent full-time position in the area of their trade. All time spent as an apprentice shall count towards continuous employment.

66.03 Where an apprentice fails after three (3) attempts to successfully complete a trade training course, or a portion or portions of a trade training course, the Apprentice's employment may be terminated.

66.04 Apprentices shall be entitled to the benefits and terms and conditions of employment of this collective agreement while working but not while on trade course.

### **ARTICLE 67 - PRE-APPRENTICES**

67.01 The Employer may hire Employees who wish to be apprentices, but who do not have the qualifications to enter the apprenticeship program. These Employees (pre-apprentice employees) shall be hired as Term Employee for a term of one (1) year.

67.02 Pre-apprentice Employees shall be paid at a rate equal to 60% of Step 1 of the Journeyman rate.

67.03 Pre-apprentice Employees who are accepted into the apprenticeship program shall, upon acceptance, become apprentices under Article 66.

- 67.04 Pre-apprentice Employees who are not accepted into the apprenticeship program shall have their employment end at the end of their term of employment.
- 67.05 Pre-apprentice Employees shall be entitled to the terms and conditions of employment of this collective agreement while working but not while on any courses related to qualifying for the apprenticeship program.

### **ARTICLE 68 - CIVIL LIABILITY**

- 68.01 If an action or proceeding is brought against any Employee or former employee covered by this Agreement for an alleged tort committed by them in the performance of their 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 them 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, and/or;
  - (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 their duty as an employee. The employee shall not enter into any settlement agreement without the express written authority of the Employer and if they do enter into any such settlement agreement without proper authorization, they waive any rights provided to them under this Article.
  - (d) Upon the Employee notifying the Employer in accordance with paragraph (a) above, the Employer shall unilaterally appoint counsel. The 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 their duties at the time of the alleged tort, then they shall be indebted to the Employer for an amount equal to any amounts expended by the Employer on their behalf pursuant to this Article. Prior to said recovery, the Employer and employee shall discuss an acceptable recovery schedule.

### **ARTICLE 69 - MUTUAL DISCUSSIONS**

- 69.01 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.
- 69.02 This Agreement may be amended by mutual consent.

## **ARTICLE 70 - INDIGENOUS LANGUAGE BONUS**

- 70.01 Where an employee is required by the Employer to perform the essential duties of the day-to-day operations of a position to speak English and Inuktitut the employee shall be paid a bilingual bonus of five hundred dollars (\$500) per annum.
- 70.02 Bilingual bonus shall be paid to full-time and part-time permanent employees, who have completed their probationary periods of annual leave and time off taken in lieu of pay.

## **ARTICLE 71 - FAMILY ABUSE LEAVE**

### **Family Abuse Leave**

- 71.01 (a) The Employer recognizes that employees may face situations of violence or abuse in their personal life that may affect their attendance and performance at work.
- (b) Employees experiencing family abuse or employees with a dependent child experiencing family abuse shall be granted to Family Abuse Leave with pay up to five (5) days per fiscal year and an additional leave without pay for up to five (5) days per fiscal year for the following purposes for the Employee or to assist/ accompany a dependent child:
- i. to seek or obtain medical attention in respect of a physical or psychological injury or disability;
  - ii. to seek or obtain services from an organization which provides services for individuals who are subject of family abuse;
  - iii. to seek or obtain psychological or other professional counseling;
  - iv. to seek or obtain Elder counseling;
  - v. to seek or obtain legal or law enforcement assistance, including preparing for or participating in a civil or criminal legal proceeding; and
  - vi. to relocate temporarily or permanently.
- (c) This leave may be taken as consecutive days, or as single days, or as half a day, with written request for approval being sought as soon as is reasonably possible. The Employee may be required to provide the employer with reasonable verification regarding family abuse when practicable for employee to provide it.
- (d) This leave will be in addition to existing leave entitlements.
- (e) There shall be no carryover of unused Family Abuse Leave from one fiscal year to the next.
- (f) All personal information concerning family abuse will be kept confidential in accordance with relevant legislation and shall not be disclosed to any other party without the employee's written agreement, or as may be required by law.
- (g) An employee shall not be eligible for Family Abuse Leave if the family abuse is committed by the employee.


## ARTICLE 72 - DURATION AND RENEWAL

- 72.01 The term of this Agreement shall be from October 1, 2021 to September 30, 2024. The terms of this Agreement shall be effective as of date of ratification, except where another date is specified.
- 72.02 Notwithstanding Article 70.01, the provisions of this Agreement, including the provisions for the adjustments of disputes in Article 63, shall remain in effect during the negotiations for its renewal and until a new Agreement becomes effective, or until the requirements of Section 89 of the Canada Labour Code have been met.
- 72.03 Within four (4) months preceding the termination of this Agreement, either party may, by written notice, require the other party to commence bargaining collectively with a view to the conclusion, renewal or revision of the Collective Agreement in accordance with section 49(1) of the Canada Labour Code.
- 72.04 Where notice to commence collective bargaining has been given under Clause 70.03, the Employer shall not without consent by or on behalf of the employees affected, increase or decrease salaries or alter any other term or condition of employment of employees in the Bargaining Unit which was in force on the day on which the notice was given until a renewal or revision of the Agreement, or a new collective agreement has been concluded in accordance with Section 50 the Canada Labour Code.




Signed in Sanirajak, June 29, 2022.


For the Association


  
\_\_\_\_\_  
Janice Hawkins, Housing Manager, Sanirajak  
Housing Association

For the Union

  
\_\_\_\_\_  
Lorraine Rousseau  
Regional Executive Vice-President, North

  
\_\_\_\_\_  
Laneydi Ma tinez Alfonso, PSAC Negotiator

  
\_\_\_\_\_  
Brian Patterson, Bargaining Team member

  
\_\_\_\_\_  
Ryan Akearok, Bargaining Team member

**Sanirajak Housing Association - Wage Grid 2021-2023**

<b>Effective October 1st, 2021 - 1.25%</b>				
Position		Step 1	Step 2	Step 3
OBM/Plumber/Electrician		\$ 41.52	\$ 43.28	\$ 45.05
Carpenter		\$ 36.64	\$ 39.08	\$ 41.52
HSM - Certified		\$ 39.45	\$ 41.52	\$ 43.06
HSM - Uncertified		\$ 27.57	\$ 28.64	\$ 29.74
Casual*		\$ 22.84		
Janitor		\$ 18.23	\$ 19.24	\$ 20.25
Tenant Relations Officer		\$ 35.63	\$ 37.53	\$ 39.45
MMOS/ Administrative Clerk/Receptionist		\$ 29.54	\$ 31.35	\$ 33.11
Finance Officer		\$ 41.61	\$ 42.68	\$ 43.77
Summer Students		\$ 17.72		

<b>Effective October 1st, 2022 - 1.5%</b>				
Position		Step 1	Step 2	Step 3
OBM/Plumber/Electrician		\$ 42.14	\$ 43.93	\$ 45.73
Carpenter		\$ 37.19	\$ 39.67	\$ 42.14
HSM - Certified		\$ 40.04	\$ 42.14	\$ 43.71
HSM - Uncertified		\$ 27.98	\$ 29.07	\$ 30.19
Casual*		\$ 23.18		
Janitor		\$ 18.50	\$ 19.53	\$ 20.55
Tenant Relations Officer		\$ 36.16	\$ 38.09	\$ 40.04
MMOS/ Administrative Clerk/Receptionist		\$ 29.98	\$ 31.82	\$ 33.61
Finance Officer		\$ 42.23	\$ 43.32	\$ 44.43
Summer Students		\$ 17.99		

<b>Effective October 1st, 2023 - 1.5%</b>				
Position		Step 1	Step 2	Step 3
OBM/Plumber/Electrician		\$ 42.77	\$ 44.59	\$ 46.42
Carpenter		\$ 37.75	\$ 40.27	\$ 42.77
HSM - Certified		\$ 40.64	\$ 42.77	\$ 44.37
HSM - Uncertified		\$ 28.40	\$ 29.51	\$ 30.64
Casual*		\$ 23.53		
Janitor		\$ 18.78	\$ 19.82	\$ 20.86
Tenant Relations Officer		\$ 36.70	\$ 38.66	\$ 40.64
MMOS/ Administrative Clerk/Receptionist		\$ 30.43	\$ 32.30	\$ 34.11
Finance Officer		\$ 42.86	\$ 43.97	\$ 45.10
Summer Students		\$ 18.26		

Pay Notes:

Retroactivity to October 1, 2021, for employees on strength as of the date of ratification, shall be paid in lump sum.

Rates of Pay – Economic Increases:

- October 1, 2021 – 1.25% added to rates above
- October 1, 2022 – 1.5% to be applied
- October 1, 2023 – 1.5% to be applied

\*Casual employees with total accumulated services in excess of 9 months shall be entitled to a \$1.00 premium / hour.

\*\* The Janitor hourly rate was increased as follows step 1: \$18.00, step 2: \$19.00 and step 3: \$20.00 plus the annual economic increase for 2021.

\*\*\*Step 4 was removed from the grid and the previous step 2 was made step 1 for these positions.

\*\*\*\* New position added to the grid.

Uncertified HMS, Ryan Akearok, shall be placed in Step 3, of the grid upon ratification. Any retroactive pay shall be based on Step 2 rates.

Certified HMS, Jopie Kaerner, shall also be entitled to retroactive payment.

Signed in Sanirajak, June 29, 2022.

For the Union



Laneydi Martinez Alfonso, PSAC Negotiator



Brian Patterson, Bargaining Team member



Ryan Akearok, Bargaining Team member

For the Association



Janice Hawkins, Housing Manager, Hall Beach Housing Association

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**SANIRAJAK HOUSING ASSOCIATION**

**AND**

**PUBLIC SERVICE ALLIANCE OF CANADA**

The parties agree that when the MMOS/ Administrative Clerk/ Receptionist is requested by the employer to perform additional duties related to translation, creation of documents, minute taking and interpretation in Board meetings, etc., the employee shall be compensated as follows:

- Double time (2x) the employee's hourly rate of pay for the duration of the Board meetings; and
- One time and half (1.5x) the employee's hourly rate of pay for the time spent in the completion of the minutes and other documents after the Board meeting.

At the employee request, this compensation can be banked as time in lieu time or paid out to the employee.

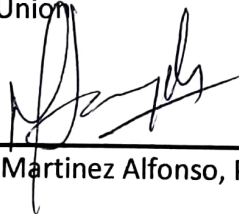
It is the parties understanding that a regular Board meeting normally takes between two (2) and three (3) hours and the completion of the documents after can vary between four (4) and six (6) hours.

Any additional duty related to the translation and interpretation requested to the employee by the employer outside of the employee's regular duties, shall be compensated at one time and half (1.5x). The amount of regular hours worked and covered by this compensation, shall include the Nunavut Northern Allowance rates.

The parties further agree to make this Memorandum of Agreement part of the negotiated Collective Agreement.

Dated: Sanirajak, June 30, 2022

For the Union



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Laneydi Martinez Alfonso, PSAC Negotiator

For the Association



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Janice Hawkins, Housing Manager, Hall Beach  
Housing Association