

**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE PUBLIC SERVICE ALLIANCE OF CANADA**  
(as represented by its agent)

**NUNAVUT EMPLOYEES UNION**

**AND**

**REPULSE BAY HOUSING ASSOCIATION**

**EFFECTIVE:** October 1, 2010  
**EXPIRES:** September 30, 2013

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## ARTICLE 1 - PURPOSE OF AGREEMENT

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

## ARTICLE 2 - INTERPRETATION AND DEFINITIONS

- 2.01 For the purpose of this Agreement:
- (a) "Abandonment of position" occurs when, absent extenuating circumstances, an employee is absent from work and does not contact the Association for a period of five (5) consecutive working days.
  - (b) "Agreement" means this collective agreement.
  - (c) "Alliance" means the Public Service Alliance of Canada.
  - (d) "Allowance" means compensation payable to an employee in addition to his regular remuneration payable for the performance of the duties of his position.
  - (e) "Association" means the Repulse Bay Housing Association.
  - (f) "Bargaining Unit" means all employees of Repulse Bay Housing Association excluding the Secretary Manager.
  - (g) "Committee" means the Labour/Management Committee.
  - (h) A "common-law spouse" relationship is said to exist when, for a continuous period of at least one year, an employee has lived with a person, publicly represented that person to be his spouse, and lives and intends to continue to live with that spouse as if that person were his spouse.
  - (i) "Continuous Employment" and "Continuous Service" means uninterrupted employment with the Association, and
    - (i) with reference to reappointment of a layoff his employment in the position held by him at the time he was laid off, and his employment in the position to which he is appointed shall constitute continuous employment;
    - (ii) where an employee ceases to be employed for a reason other than dismissal, abandonment of position or rejection on probation, and is re-employed within a period of three months, his periods of employment for purposes of sick leave, vacation leave and travel benefits shall be considered as continuous employment with the Association.

- (j) "Day of Rest" in relation to an employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of his position other than by reason of his being on leave of absence.
- (k) "Demotion" means the appointment of an employee for reasons of misconduct, incompetence or incapacity, to another position for which the maximum pay is less than that of his former position.
- (l) "Dependent" means a person residing with the employee who is the employee's spouse (including common law), child, step child, adopted child who is under nineteen (19) years of age and dependent of him/her for support or being nineteen years of age or more and dependent upon him/her by reason of mental or physical infirmity or any other relative of the employee's household who is wholly dependent upon him/her for support by reason of mental or physical infirmity.
- (m) "Designated Paid Holiday" means the twenty-four (24) hour period commencing at 12:01 A.M. of a day designated as a paid holiday in this Agreement.
- (n) "Employee" means a person employed by the Association who is a member of the Bargaining Unit and includes:
  - (i) "Full-time employee", which means a person employed on a continuing basis for an indeterminate period.
  - (ii) "Part-time employee" which means a person employed on a continuing basis for less than a standard workday, week or month for an indeterminate period. Part-time employees shall be eligible for all benefits in this Agreement, except those which provide otherwise. Part-time employees shall be entitled to all eligible benefits in the same proportion as their hours of work compare to the standard workday, week or month for full-time employees in that classification.
- (o) "Fiscal Year" means the period of time from April 1, in one year to March 31, in the following year.
- (p) "Grievance" means a difference which arises between the Union and the Association and/or between an employee and the Association relating to the interpretation, application or administration of this Agreement including any question as to whether a matter is arbitrable; disciplinary action resulting in demotion, suspension or a financial penalty (including the withholding of an increment), dismissal; and letters or notations of discipline placed on an employee's personnel file
- (q) "Layoff" means an employee whose employment has been terminated because of lack of work, the discontinuance of a function or lack of funding.
- (r) "Lieu Time" means leave with pay taken in lieu of a payment.
- (s) "Manager" means the Secretary Manager of the Association.
- (t) "May" shall be regarded as permissive and "Shall" and "Will" as imperative.

- (u) "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.
- (v) "Overtime" means work performed by an employee in excess of or outside of his regularly scheduled hours of work. For part-time employees, overtime means all hours worked in excess of the regular hours of work for a full-time employee in the same position.
- (w) "Probation" means a period of six (6) months from the day upon which an employee is first appointed to the Housing Association and three (3) months on promotion or transfer.
- (x) "Promotion" means the appointment of an employee to a new position, the maximum rate of pay of which exceeds that of his former position.
- (y) "Rates of Pay"
  - (i) "daily rate of pay" means an employee's hourly rate of pay multiplied by the employee's daily hours of work as set out in Article 23.
  - (ii) "weekly rate of pay" means an employee's daily rate of pay multiplied by five (5).
  - (iii) "bi-weekly rate of pay" means an employee's daily rate of pay multiplied by ten (10).
  - (iv) "annual rate of pay" means an employee's weekly rate of pay multiplied by 52.176.
  - (v) "monthly rate of pay" means an employee's annual rate of pay divided by twelve (12).
- (z) "Representative" means an employee who has been elected or appointed as a steward or who represents the Union at meetings with management and who is authorized to represent the Union.
- (aa) "Transfer" means the appointment of an employee to a new position that does not constitute a promotion or demotion.
- (bb) "Union" means the Public Service Alliance of Canada as represented by its agent Nunavut Employees Union.
- (cc) "Week" for the purposes of this Agreement shall be deemed to commence at 12:01 a.m. on Monday and terminate at midnight on Sunday.

2.02 Except as provided in this Agreement, expressions used in this Agreement if defined in the Interpretation Act, the Canada Labour Code or in the Regulations made thereunder, shall have the same meaning as given to them in the Act, Code or Regulations.

2.03 Where the masculine gender is used, it shall be considered to include the feminine gender unless any provision of this Agreement otherwise specifies.

### **ARTICLE 3 - RECOGNITION**

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

- 3.02 The Association will advise prospective employees that the Association is a unionized work place.

#### **ARTICLE 4 - APPLICATION**

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

##### Conflict of Provisions

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

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

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

#### **ARTICLE 6 - STRIKES AND LOCKOUTS**

- 6.01 There shall be no lockout by the Association and no interruption or impeding of work, work stoppage, strike, sit down, slow down, or any other interference with production by any employee or employees during the term of this Agreement.
- 6.02 Any employee who participates in any interruption or impeding of work, work stoppage, strike, sit down, slow down, or any other interference with production during the life of this Agreement may be disciplined by the Association.

#### **ARTICLE 7 - MANAGERIAL RESPONSIBILITIES**

- 7.01 The Union acknowledges that all management rights and prerogatives are vested exclusively with the Association, except as may be otherwise specially provided for in this Agreement, and without limiting the generality of the foregoing, it is the exclusive function of the Association:
- (a) To determine and establish standards and procedures in the operation of the Association;
  - (b) To maintain order, discipline and efficiency and, in connection therewith, to establish and enforce rules and regulations;

- (c) To plan, direct, organize and control the work of the employees and the operations of the Association. This includes the introduction of new and improved methods, facilities and equipment, and to control the amount of supervision necessary and work schedules;
- (d) To direct employees, including hiring, transfer, lay-off, recall, promotion, demotion, classification and assignment of duties, and to suspend, discharge, or otherwise discipline employees for just cause.

7.02 Management shall exercise its right in a manner that is fair, reasonable and consistent with the terms of this Agreement.

### **ARTICLE 8 - OUTSIDE EMPLOYMENT**

8.01 Subject to Article 8.02, an employee may carry on any business or employment outside his regularly scheduled hours of duty provided such business or employment does not interfere with his Association duties.

8.02 Employees are prohibited from carrying on any business or employment outside their regularly scheduled hours of duty when such business or employment is such that:

- (a) a conflict of duties may develop between an employee's regular work and his outside interests; or
- (b) certain knowledge and information available only to Association personnel place the individual in a position where he can exploit the knowledge or information for personal gain.

### **ARTICLE 9 - ASSOCIATION POLICIES**

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

### **ARTICLE 10 - UNION ACCESS TO ASSOCIATION PREMISES**

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

### **ARTICLE 11 - APPOINTMENT OF REPRESENTATIVES**

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

### **ARTICLE 12 - TIME OFF FOR UNION BUSINESS**

12.01 The Association will grant leave with pay to an employee who is a party to, called as a witness, or representing the Union before an Arbitration hearing.

- 12.02 When operational requirements permit, the Association will grant leave with pay to:
- (a) an employee and his representative involved in the process of a grievance or a possible grievance;
  - (b) a witness called by an employee who is a party to a grievance;
  - (c) up to two (2) employees for the purpose of attending contract negotiations, including preparatory meetings and conciliation meetings;
  - (d) up to two (2) employees who are meeting with management on behalf of the Union.

12.03 When operational requirements permit, the Association will grant leave with pay to:

- (a) a reasonable number of employees to attend executive council meetings and conventions of the Alliance, Nunavut Employees Union, Canadian Labour Congress, and Northern Territories Federation of Labour;
- (b) employees who exercise the authority of a representative on behalf of the Union to undertake training related to the duties of a representative;
- (c) employees who, upon reasonable notice participate as a delegate to constitutional conferences or other similar forums, or present briefs to commissions, boards and hearings that are mandated by Territorial Legislation.

The Employer will invoice and be reimbursed by the Union for leave with pay taken under this clause.

12.04 An employee will only be granted leave under Articles 12.01, 12.02 and 12.03 for hours that would otherwise be regular hours of work.

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

- (a) The Representative shall make every reasonable effort to report back to his supervisor before resuming his normal duties.

#### Leave for Elected Officers

12.06 Employees elected as President, First Vice-president, Second Vice-president and Regional Vice-president of Nunavut Employees Union, or PSAC National Director for the North shall be granted a leave of absence for the term of office

12.07 The Association shall continue to pay employees on leave under Article 12.06 their applicable salary in accordance with the terms of the Agreement. Upon invoice by the Association, the Union shall reimburse the Association for the amounts so paid.

12.08 Benefits of the Bargaining Unit shall be extended to employees on leave under Article 12.06. The Union will reimburse the Association for such costs involved.

- 12.09 Employees on leave under Article 12.06 shall be entitled to an increment for each year of their leave of absence to a maximum of their applicable salary.
- 12.10 Employees on leave under Article 12.06 shall advise the Association as soon as possible when an extension of the leave of absence is applicable due to re-election.
- 12.11 Upon termination of their leave of absence, employees on leave under Article 12.06, shall be offered as a minimum the position they held with the Association before they commenced the leave of absence. When such employees wish to invoke this Article of the Agreement they shall provide the Association with a three month notice of their intent to do so.
- 12.12 Notwithstanding Article 12.11 the Association may make an offer of employment to employees on leave under Article 12.06 to a position inside the Bargaining Unit should such employee bid on a competition and be the successful candidate.
- 12.13 Employees on leave under clause 12.06 shall not accumulate seniority while on leave.
- 12.14 Upon reasonable notification, the Association shall grant leave without pay to the Union representative seconded for a minimum period of one week to serve in a full time paid Union executive position on a temporary basis.

### **ARTICLE 13 - MEMBERSHIP FEE DEDUCTION**

- 13.01 The Association will, as a condition of employment, deduct an amount equal to the amount of Membership Fees from the pay of all employees in the Bargaining Unit.
- 13.02 The Alliance shall inform the Association in writing of the Membership Fees to be deducted for each employee within the Bargaining Unit.
- 13.03 For the purpose of applying Article 13.01, deductions from pay for each employee will occur on a biweekly basis.
- 13.04 No employee organization, other than the Alliance, shall be permitted to have Membership Fees deducted by the Association from the pay of the employees in the Bargaining Unit.
- 13.05 The amounts deducted in accordance with Article 13.01 shall be remitted to the Comptroller of the Alliance, 233 Gilmour Street, Ottawa, Ontario, K2P 0P1, by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on his behalf.
- 13.06 The Association agrees to make deductions for reasonable purposes on the basis of the production of appropriate documentation.
- 13.07 The Alliance agrees to indemnify and save the Association harmless against any claim or liability arising out of the application of this article except for any claim or liability arising out of an error committed by the Association.
- 13.08 The Association agrees to identify annually on each employee's T4 slip the total amount of Membership Fees deducted for the preceding year.

## **ARTICLE 14 - INFORMATION**

- 14.01 The Association agrees to provide the Union as changes occur with information concerning the identification of each employee in the Bargaining Unit. This information shall include the name, address, job classification, rate of pay, social insurance number, and employment status of all employees in the Bargaining Unit.
- (a) The Association shall indicate which employees have been recruited or transferred and those employees who have been struck off strength during the period reported.
  - (b) The Association shall provide separate listings for employees who are normally scheduled to work full time (including term, casual and/or seasonal employees) and for employees who are normally scheduled to work less than full time, that is fewer than the regular hours per day or days per week.
- 14.02 The Association shall provide each employee with a copy of the Agreement.

## **ARTICLE 15 - PROVISION OF BULLETIN BOARD SPACE & OTHER FACILITIES**

- 15.01 The Association shall provide bulletin board space in each location clearly identified for exclusive Union use.
- 15.02 The Association may make available to the Union specific locations on the premises for the placement of bulk quantities of literature of the Union.
- 15.03 The Association may make available to the members of the Bargaining Unit a suitable meeting room to be used from time to time for the conducting of business relating to the Bargaining Unit.
- 15.04 Subject to operational requirements, a representative of the Union shall have the right to meet with new employees in the employee's community to make a presentation of up to one half (1/2) hour. Employees shall be granted leave with pay to attend these meetings.

## **ARTICLE 16 - DESIGNATED PAID HOLIDAYS**

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

- (a) New Year's Day
- (b) Good Friday
- (c) Easter Monday
- (d) The day fixed by proclamation of the Governor in Council for the celebration of the Birthday of the Sovereign
- (e) Canada Day
- (f) Nunavut Day
- (g) The first Monday in August, or another day fixed by order of the Nunavut Commissioner.
- (h) Labour Day
- (i) The day fixed by Order of the Commissioner as a general day of Thanksgiving
- (j) Remembrance Day
- (k) Christmas Day
- (l) Boxing Day

- (m) One additional day when proclaimed by an Act of Parliament as a National Holiday
- (n) one additional day when proclaimed by the Mayor of Repulse Bay.

- 16.02 Where the Nunavut Commissioner agrees to provide the majority of employees in any community with time off in support of a community function, those employees who are unable to take advantage of the time off because of operational requirements, will be paid at the overtime rate for hours worked during that period.
- 16.03 Clause 16.01 does not apply to an employee who is absent without pay on both the working day immediately preceding and the working day following the Designated Paid Holiday, except with the approval of the Board of Directors of the Association.

Designated Paid Holiday Falling on a Day of Rest

- 16.04 When a Designated Paid Holiday coincides with an employee's day of rest, the Designated Paid Holiday shall be moved to the employee's first working day following his day of rest.
- 16.05 When a Designated Paid Holiday for an employee is moved to another day under the provisions of Article 16.04:
- (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.
- 16.06 When the Association requires an employee to work on a Designated Paid Holiday as part of his regularly scheduled hours of duty or as overtime when he is not scheduled to work he shall be paid at the appropriate overtime rate in addition to the pay that he would have been granted had he not worked on the Designated Paid Holiday.
- 16.07 Where a Designated Paid Holiday for an employee falls within a period of leave with pay, the Designated Paid Holiday shall not count as a day of leave.
- 16.08 At the request of the employee, and where the operational requirements of the Association permit, an employee shall not be required to work both Christmas and New Year's Day.
- 16.09 An employee who is not required to work on a Designated Paid Holiday shall not be required to work on another day that would otherwise be a non-working day in the week in which the Designated Paid Holiday occurs, unless he is paid at a rate at least equal to double his regular rate of wages for the time worked by him on that day.

**ARTICLE 17 - LEAVE - GENERAL**

- 17.01 When the employment of an employee who has been granted more vacation, sick leave or special leave with pay than he has earned is terminated due to death or lay-off, the employee shall be considered to have earned that amount of leave with pay granted to him.
- 17.02 When an employee is in receipt of an allowance and is on leave of absence with pay, 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 any pay, allowances or benefits during the period of leave of absence without pay.

- 17.03 During the month of May in each year the Association shall inform each employee in the Bargaining Unit in writing of the balance of his special, sick and vacation leave credits as of the 31st day of March.
- 17.04 If, at the end of the fiscal year, an employee's entitlement to vacation leave with pay includes a fractional entitlement of less or more than one-half day the entitlement shall be increased as follows:
- (a) to a half day if the fractional entitlement is less than one-half day;
  - (b) to a full day if the fractional entitlement is more than one-half day.
- 17.05 For the purpose of leave or time off, operational requirements are deemed to exist when:
- (a) the absence of the employee will prevent a deadline to be met because the employee cannot readily be replaced; or
  - (b) the absence of the employee will cause an interruption or a reduction of a service or activity which is necessary for the continued operations of the Association.
- 17.06 When the Association rejects an employee's application for leave, the reasons for the rejection shall be provided to the employee in writing upon the request of the employee.
- 17.07 An employee's request for any leave shall be responded to by the Manager or their designate as soon as the Manager or their designate can practically do so, but in any case shall be responded to within two (2) weeks of application.

## **ARTICLE 18 - VACATION LEAVE**

### Accumulation of Vacation Leave

- 18.01 For each month of a fiscal year in which an employee receives 10 days' pay, he shall earn Vacation Leave at the following rates:
- (a) one and one-quarter ( $1 \frac{1}{4}$ ) days each month until the month in which the anniversary of the second (2nd) year of continuous service is completed.
  - (b) one and two-thirds ( $1 \frac{2}{3}$ ) days each month commencing in the month after completion of two (2) years of continuous service and ending in the month that seven (7) years of continuous service is completed.
  - (c) two and one-twelfth ( $2 \frac{1}{12}$ ) days each month commencing in the month after completion of seven (7) years of continuous employment and ending in the month that fourteen (14) years of service is completed.
  - (d) two and one-half ( $2 \frac{1}{2}$ ) days each month commencing in the month after completion of fourteen (14) years of continuous service.
- 18.02 The accumulated service for part time employees shall be counted for the vacation leave entitlements in paragraphs (a), (b), (c), and (d) of Article 18.01.

18.03 Part time employees shall be paid six (6), eight (8), ten (10) or twelve (12) percent of their total earnings in the fiscal year in accordance with their accumulated service in lieu of vacation leave to which they would otherwise be entitled.

Granting of Vacation Leave

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

- (a) to schedule vacation leave for all employees in the fiscal year in which it is earned;
- (b) not to recall an employee to duty after he has proceeded on vacation leave;
- (c) to grant the employee his vacation leave during the fiscal year in which it is earned at a time specified by the employee;
- (d) to grant the employee vacation leave for at least up to five (5) consecutive weeks depending upon his vacation entitlements when so requested by the employee; and
  - (i) to grant employees their vacation leave preference and to give special consideration to employees with school aged children who wish to take their vacation leave during the school break in their location and, where as between two or more employees who have expressed a preference for the same period of vacation leave, length of service with the Association will prevail;
  - (ii) where the operational requirements of the service are such that an employee is not permitted to take his vacation leave during the months of April to September inclusive in one fiscal year, special consideration will be given to his being granted his vacation leave during the months of April to September in the next fiscal year;
- (e) where operational requirements permit, to grant the employee his vacation leave when specified by the employee if the period of vacation leave is less than a week, providing the employee gives the Association reasonable advance notice.

18.05 The Association shall reply to the request for vacation leave submitted by the employee as soon as possible after the request has been received. Where the Association has proposed to deny the vacation leave requested by the employee, the Association shall provide the employee with the reasons, in writing, for such denial of vacation leave.

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

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

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

Carry Over Provisions

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

Recall from Vacation Leave

- 18.08 When during any period of vacation leave an employee is recalled to duty, he shall be reimbursed for reasonable expenses, as normally defined by the Association, that he incurs:

- (a) in proceeding to his place of duty;
- (b) in respect of any non-refundable deposits or pre-arrangements associated with his vacation;
- (c) in returning to the place from which he was recalled if he immediately resumes vacation upon completing the assignment for which he was recalled;

after submitting in writing such accounts as are normally required by the Association.

- 18.09 The employee shall not be considered as being on vacation leave during any period in respect of which he is entitled under Article 18.08 to be reimbursed for reasonable expenses incurred by him.

Leave when Employment Terminates

- 18.10 Where an employee dies or otherwise terminates his employment:

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

- 18.11 An employee whose employment is terminated by reason of a declaration that he abandoned his position is entitled to receive the payment referred to in Article 18.10. If after reasonable efforts the Association is unable to locate the employee within 6 months of termination, his entitlement shall lapse.

Vacation Travel Assistance

- 18.12 Employees shall be entitled to Vacation Travel Assistance once per fiscal year. All employees shall receive an amount calculated as follows:

- (a) If the employee (and the employee's spouse and dependents, if any) travels by air for their vacation, the employee shall receive one thousand seven hundred dollars (\$1,700) and one thousand three hundred forty five dollars (\$1,345) for each of the employee's spouse, and each of the employee's dependants over the age of two.

Effective October 1, 2011, this amount shall increase to one thousand eight hundred dollars (\$1,800) per employee and one thousand four hundred forty five dollars (\$1,445) for each of the employee's spouse and each of the employee's dependants.

Effective October 1, 2012, this amount shall increase to one thousand nine hundred dollars (\$1,900) per employee and one thousand five hundred forty five dollars (\$1,545) for each of the employee's spouse and each of the employee's dependants.

- (b) If the employee (and the employee's spouse and dependants, if any) do not travel by air for their vacation, the employee shall receive nine hundred fifty dollars (\$950) for each of the employee, the employee's spouse, and four hundred fifty dollars (\$450) for the employee's dependants over the age of two.

Effective October 1, 2011, these amounts shall increase to one thousand dollars (\$1,000) and five hundred dollars (\$500), respectively.

Effective October 1, 2012, these amounts shall increase to one thousand fifty dollars (\$1,050) and five hundred fifty dollars (\$550), respectively.

18.13 A single employee may claim one child as a spouse for the purpose of this Article.

18.14 This benefit shall apply to an employee's dependants where the employee has declared in a notarized statement that another Association does not provide this benefit to the employee's dependants.

#### Vacation Travel Time

18.15 Every employee who is proceeding on vacation leave and who is requesting Vacation Travel Assistance shall be granted, once in each fiscal year, in addition to his vacation leave, subject to Article 18.15(b), travel time with pay for the time required for the return journey between his normal place of work and his destination. The amount of travel time to which an employee is entitled is determined in the following manner:

- (a) Where the employee travels by air, his travel leave shall be one (1) day each way.
- (b) An employee's travel time entitlement will be granted within the established limit when at least an equal number of days annual leave are liquidated in conjunction with an application for travel time. In cases where a designated paid holiday falls within the period of annual leave, it shall be considered as a day of liquidated leave for determining the entitlement of travel time.

18.16 An employee shall not receive Vacation Travel Assistance and Vacation Travel Time during the first six (6) months of employment with the Association.

### **ARTICLE 19 - SPECIAL LEAVE**

#### Credits

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

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

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

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

- 19.02 For the purposes of this Article, immediate family is defined as an employee's father, mother, brother, sister, spouse, common law spouse, child, step-child, adopted child, grandparent, grandchild, father in-law, mother in-law, and any relative permanently residing in the employee's household or with whom the employee permanently resides.
- 19.03 The Manager shall grant special leave earned with pay for a period of up to five (5) consecutive working days:
  - (a) when there is a death in the employee's immediate family;
  - (b) when an employee is to be married.
- 19.04 The Manager may grant an employee special leave with pay for a period of up to five (5) consecutive working days:
  - (a) where a member of the immediate family becomes ill (not including childbirth) and the employee is required to care for his dependants or for the sick person;
  - (b) where a member of the immediate family residing outside the employee's community of residence becomes seriously ill.
  - (c) where special circumstances not directly attributable to the employee prevent his reporting to duty, including:
    - (i) serious household or domestic emergencies;
    - (ii) a general transportation tie-up caused by weather if the employee makes every reasonable effort to report for duty;
    - (iii) serious community emergencies, where the employee is required to render assistance;
  - (d) in the event of the death of the employee's son in-law, daughter in-law, brother in-law, sister in-law or grandparent-in-law.
  - (e) in circumstances which are of general value to the Association, such as where the employee:
    - (i) takes an examination which will improve his position or qualifications in the Association;
    - (ii) attends his University Convocation, if he has been continuously employed for at least one (1) year;
    - (iii) attends a course in civil defense training;

(iv) requires a medical examination for enlistment in the Armed Forces or in connection with a veteran's treatment program;

19.05 Special leave in excess of five (5) consecutive working days for the purposes enumerated in Articles 19.03 and 19.04 may only be granted with the Association's approval.

Adoption or Birth

19.06 An employee shall be granted special leave with pay up to a maximum of one (1) working day on the occasion of the birth of his child. An employee shall be granted special leave with pay up to a maximum of one (1) working day on the occasion of the adoption of a child. Under special circumstances the Association may extend this period to a maximum of five (5) working days.

Traditional Harvesting

19.07 Special leave for a period of up to two (2) days may be granted, subject to operational requirements, to a reasonable number of employees on very short notice in order to meet traditional hunting or harvesting opportunities. This leave may be divided into half-day (1/2) periods, and taken on separate occasions.

Quarantine

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

Advance of Credits

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

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

**ARTICLE 20 - SICK LEAVE**

Credits

20.01 An employee shall earn sick leave credits at the rate of one and one-quarter (1 ¼) days for each calendar month for which he receives pay for at least ten (10) days.

20.02 Subject to the remainder of this Article, all absences on account of illness on a normal working day shall be charged against an employee's accumulated sick leave credits except:

(a) When the period of absence is two hours or less there shall be no charge;

(b) When the period of absence is more than two hours but less than six hours, one half day shall be charged;

(c) When the period of absence is six hours or more, one full day shall be charged.

20.03 Unless otherwise informed by the Association an employee must sign a statement describing the nature of his illness or injury and stating that because of this illness or injury he was unable to perform his duties:

- (a) if the period of leave requested does not exceed five (5) working days, and;
  - (b) if in the current fiscal year, the employee has not been granted more than nine (9) days sick leave wholly on the basis of statements signed by him.
- 20.04 An employee is required to produce a certificate from a qualified medical practitioner, or nurse certifying that such employee is unable to carry out his duties due to illness:
- (a) for sick leave in excess of five (5) working days;
  - (b) for any additional sick leave in a fiscal year when in the same fiscal year the employee has been granted nine (9) days sick leave wholly on the basis of the statements signed by him.
- 20.05 In circumstances where sick leave would be authorized but the employee has insufficient or no sick leave credits, the Association may grant the employee a sick leave advance to a limit of fifteen (15) days which shall be charged against future credits as earned. If the employee dies before authorized unearned sick leave has been liquidated, no recovery shall be made from the employee's estate.
- 20.06 An employee is not eligible for sick leave with pay for any period during which he is on leave of absence without pay or under suspension.
- 20.07 When an employee is granted sick leave with pay and injury on duty leave is subsequently approved for a concurrent period, there shall be no charge against his sick leave credits for the period of concurrency.
- 20.08 Sick leave days may be used by the employee in the case of sickness to the employee's spouse or child where the presence of the employee is required.

Wellness Reward

- 20.09 An employee who has not used any sick leave within the following periods:

- (a) January 1 to April 30;
- (b) May 1 to August 31; or
- (c) September 1 to December 31;

shall convert one (1) sick leave credit day into one (1) annual leave day. This day must be taken as annual leave and is not a payable benefit.

Travel Time

- 20.10 Every employee who is proceeding to a medical centre may, with the approval of the Association, be granted leave of absence with pay which is not to be charged against his sick leave credits for the lesser of three (3) days or the actual time taken to travel from his post to the medical centre and return.
- 20.11 Where an employee or an employee's dependant is required to travel from Repulse Bay to secure dental treatment and traveling expenses are not otherwise covered by this Agreement, the Association shall make whatever representations possible to obtain payment of traveling expenses from other sources.

## **ARTICLE 21 - MATERNITY AND PARENTAL LEAVE**

### Maternity Leave

- 21.01 Subject to 21.02, an employee who becomes pregnant shall:
- (a) Notify the Association of her pregnancy at least four (4) weeks prior to the expected date of termination of her pregnancy; and
  - (b) Be granted leave of absence without pay, commencing eleven (11) weeks before the expected date of termination of her pregnancy and ending not later than twenty-six (26) weeks after the date of termination of her pregnancy.
- 21.02 At the request of an employee, the Association may vary the time specified in 21.01 provided that the employee submits the written approval of either a qualified medical practitioner or a person approved by the Deputy Minister of Health.
- 21.03 Further, when a pregnant employee produces a statement from her physician that her working condition may be detrimental to her health or that of the fetus, the Association will either change those working conditions or temporarily transfer the employee to another position with equal pay or allow the employee to take leave of absence without pay for the duration of her pregnancy.
- 21.04 After completion of six (6) months continuous employment, an employee who provides the Association with proof that she is in receipt of employment insurance benefits shall be paid a maternity leave allowance.
- 21.05 An applicant under Article 21.04 shall sign an Agreement with the Association providing:
- (a) That she will return to work and remain in the Association's employ for a period of at least six (6) months after her return to work;
  - (b) That she will return to work on the date of the expiry of her maternity leave, unless this date is modified with the Association's consent.
- 21.06 Should the employee fail to return to work as per the provisions of Article 21.05, the employee recognizes that she is indebted to the Association for the amount of Maternity Leave Allowance received.
- 21.07 Maternity leave allowance payments shall consist of payments (for a maximum of seventeen (17) weeks) equal to the difference between the Employment Insurance benefits the employee is receiving and 93% of her weekly rate of pay.
- 21.08 For a full time employee, the weekly rate of pay referred to in Article 21.07 shall be the weekly rate of pay to which she is entitled as of the day immediately preceding the commencement of the maternity leave;
- (a) For a part time employee, the weekly rate of pay referred to in Article 21.07 shall be the prorated weekly rate of pay to which she is entitled. This amount of entitlement shall be determined by averaging the employee's weekly earnings over a period of six (6) months continuous employment immediately preceding the commencement of the maternity leave.

21.09 Where an employee becomes eligible for an annual increment or pay raise during the period of maternity leave, payments under Article 21.07 shall be adjusted accordingly.

Child Care Leave Without Pay

21.10 Subject to Article 21.12, where an employee has or will have the actual care and custody of a new born child, that employee is entitled to and shall be granted a leave of absence without pay of up to thirty-seven (37) weeks, commencing as the employee elects:

(a) In the case of a female employee:

(i) On the expiration of any leave of absence from employment taken by her under the maternity leave provisions of this Agreement;

(ii) on the day the child is born; or

(iii) on the day the child comes into her actual care and custody.

(b) In the case of a male employee:

(i) On the expiration of any leave of absence taken in respect of the child by the mother during and after her pregnancy;

(ii) on the day the child is born; or

(iii) on the day the child comes into his actual care and custody.

21.11 Subject to Article 21.12, where an employee commences legal proceedings to adopt a child or obtain an order under the law for the adoption of a child, that employee is entitled to and shall be granted a leave of absence without pay up to thirty-seven (37) weeks, commencing on the day the child comes into the employee's care.

21.12 The aggregate amount of leave of absence without pay that may be taken by two employees under Article 21.10 in respect to the birth or adoption of any one child shall not exceed thirty-seven (37) weeks.

21.13 Where an employee takes child care leave without pay along with maternity leave, child care leave must commence immediately upon the expiry of maternity leave. The total amount of maternity leave and child care leave without pay shall not exceed fifty two (52) weeks in total.

21.14 Leave granted under this article shall be counted for the calculation of "continuous employment".

21.15 An employee returning to work from leave taken under this article retains his/her sick leave and special leave credits accumulated prior to taking leave.

21.16 If an employee elects to maintain coverage for medical, group life and other benefits, during leave taken under this article, the Employer will pay both portions of these premiums. The Employer will recover monies paid on behalf of the employee's share of premiums when the employee returns to work or terminates.

## ARTICLE 22 - OTHER TYPES OF LEAVE

### Court Leave

- 22.01 Leave of absence with pay shall be given to every employee, other than an employee on leave of absence without pay or under suspension, who is required:
- (a) for jury selection or to serve on a jury; 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 his position;
    - (iv) before a legislative council, legislative assembly or house of Assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it;
    - (v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

- 22.02 Notwithstanding anything contained in this article, there shall be deducted from the regular pay of the employee any remuneration received by him as a result of serving on a jury or as a witness, other than remuneration received as an allowance or reimbursement for expenses incurred in such duty.

### Injury on Duty Leave

- 22.03 An employee shall be granted injury on duty leave with pay for the period of time that the Workers' Safety and Compensation Commission has recognized that the employee was unable to work, where it is determined by the Workers' Safety and Compensation Commission that he is unable to perform his duties because of:

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

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

22.04 While the parties are waiting for a decision of the Workers' Safety and Compensation Commission as to the compensability of the injury, the employee shall use his sick leave credits. If the injury is not compensable, there shall be no return of sick leave credits used by the employee. If the injury is compensable, the Association shall credit the employee with the sick leave credits used.

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

22.05 The appropriate rate of liquidation of injury on duty leave after an award by the Workers' Safety and Compensation Commission shall be equal to the difference between the employee's regular wages and the compensation received from the Workers' Safety and Compensation Commission, i.e., if 2/3 of the employee's regular wage is received from the Workers' Safety and Compensation Commission, the amount of leave liquidated for one day's Injury on duty leave shall be 1/3 day.

Emergency Leave

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

Casual Leave - Medical, Dental and Legal Appointments

22.07 Whenever it is necessary for an employee to attend upon his doctor, nurse, dentist, dental therapist, or lawyer during working hours, and when that appointment cannot be scheduled outside working hours, the employee shall be granted casual leave for these purposes;

22.08 Employees shall be granted casual leave with pay to a maximum of one half (1/2) day per occurrence where the employee's physician requires him to attend regular or recurring medical treatments or checkups when that treatment or checkup cannot be scheduled outside of working hours.

Other Casual Leave

22.09 The Manager may grant an employee casual leave for other purposes of a special or unusual nature.

Compassionate Care Leave

- 22.10 (a) The employer and the Union recognize the importance of access to leave to provide care or support to a gravely ill family member with a significant risk of death.
- (b) For the purposes of this Article, the definition of family member in section 39.1(1) of the *Nunavut Labour Standards Act* shall apply.
- (c) An employee shall be granted compassionate care leave without pay, to a maximum of eight (8) weeks, for the care of a gravely ill family member of the employee's family in accordance with the following conditions:
- i. an employee shall notify the Employer in writing (except where due to urgent or unforeseeable circumstances such notice cannot be given, in which case the employee shall notify the Employer as soon as possible by the most expedient means possible) of the commencement date of the leave and the expected duration of the leave;

- ii. an employee shall provide the Employer with a copy of the medical certificate as proof that the employee's gravely ill family member is suffering from a serious medical condition with a significant risk of death within 26 weeks of the commencement of leave. A certificate from another medical practitioner, such as a nurse practitioner, is acceptable when the gravely ill family member is in a geographic location where a medical doctor has authorized the other medical practitioner to treat the gravely ill family member.
- (d) Compassionate care leave without pay granted under this article can be taken over separate periods, but each period shall be for a minimum period of one (1) week. Compassionate care leave cannot exceed eight (8) weeks for the same gravely ill family member.
  - (e) Two or more employees of the Employer cannot take more than a total of eight (8) weeks of compassionate care leave without pay for the same gravely ill family member.
  - (f) Periods of compassionate care leave without pay shall be treated as Continuous Employment.
  - (g) Employees shall be returned to work from a period of compassionate care leave without pay in their same position at the same rate of pay. Should an employee become eligible for a pay increment during a period of compassionate care leave without pay, the employee will be paid the new rate of pay when the employee returns to work.
  - (h) If during a period of sick leave, vacation leave or lieu time, an employee is advised of circumstances under which the employer would have been eligible for compassionate care leave without pay under clause (c) and the employee is granted compassionate care leave without pay, the employee's sick leave, vacation leave, or lieu time shall be restored for a concurrent period of compassionate care leave without pay granted.

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

23.01 The weekly hours of work assigned to classifications are included in Appendix "A" Rates of Pay.

The regular weekly hours of work for employees shall be a scheduled workday of seven and one-half (7 ½) hours, exclusive of a lunch period, Monday to Friday. The hours of work shall be between the hours of 8:00 am and 5:00 pm.

23.02 Employees shall be entitled to a rest period, with pay, of fifteen (15) minutes duration commencing on or about mid morning and shall be entitled to a rest period with pay, of fifteen (15) minutes duration commencing on or about mid afternoon.

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

23.04 Where an employee is unable to take a meal break which results in him working in excess of his regular daily hours the employee shall be paid for the meal break at the appropriate overtime rate.

## **ARTICLE 24 - OVERTIME**

- 24.01 An employee who is required to work overtime shall be paid overtime compensation for each fifteen (15) minutes of overtime worked by him subject to a minimum payment of one (1) hour at the overtime rate when the overtime work is authorized in advance by the Association.
- 24.02 Employees shall record starting and finishing times of overtime worked on a form determined by the Association.
- 24.03 The Association shall make every reasonable effort:
- (a) to allocate overtime work on an equitable basis among readily available qualified employees who are normally required in their regular duties to perform that work;
  - (b) to give employees who are required to work overtime reasonable advance notice of this requirement.
- 24.04 An employee may, for cause, except in the case of an emergency, refuse to work overtime, providing he places his refusal in writing.
- 24.05 Notwithstanding the permission granted by the Association to engage in business or employment outside his regularly scheduled hours of duty under Article 8, such business or employment may not be approved as a cause to refuse to work overtime.
- 24.06 An employee who is requested to work overtime shall be entitled to a minimum of one hour's pay at the appropriate rate described in Article 24.07.
- 24.07 Overtime work shall be compensated as follows:
- (a) at time and one-half (1 ½ x) for all hours except as provided in Article 24.07(b);
  - (b) at double time (2x) 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 Sundays and Designated Paid Holidays.
  - (c) At the request of the employee, in lieu of (a) and (b) above, the Association may agree to grant lieu time at the appropriate overtime rate to be taken at a time mutually agreeable to the Association and the employee.
- 24.08 Where an employee is required to work three (3) or more hours of overtime immediately following his regularly scheduled hours of duty, and, because of the operational requirements of the service, the employee is not permitted to leave his place of work, the Association will either provide the employee with a meal or meal allowance equal to the amount of the Dinner in accordance with the Duty Travel, Meals and Incidental Expenses.

## **ARTICLE 25 - PAY**

- 25.01 Employees are entitled to be paid for services rendered for the classification and position to which they are appointed at the pay rates specified in Appendix "A".
- 25.02 Employees shall be paid on a biweekly basis with paydays being every second Friday.

- 25.03 Where cheques are distributed to employees, they shall be placed in sealed envelopes. Employees may agree to be paid by way of direct deposit.
- 25.04 The Manager at his/her discretion may approve an employee's request for one week's salary, as long as the employee has earned the amount requested, and said employee has provided the Manager with a satisfactory reason.
- 25.05 Employees who have earned overtime compensation or any other extra allowances in addition to their regular pay, shall receive such remuneration in the two (2) weeks following the day when such compensation was earned.
- 25.06 When overtime compensation is paid, the pay statement shall indicate the pay periods, rate of overtime, and the number of overtime hours.

Acting Pay

- 25.07 When an employee is required by the Association to perform the duties of a higher classification level on an acting basis for at least one working day, he shall be paid acting pay calculated from the date on which he commenced to act as if he had been appointed to that higher classification level for the period in which he acts.

Salary Increases

- 25.08 The Association agrees to pay the negotiated salary increases to every employee not later than the month following the month in which this Agreement is ratified and not later than the month following the month in which any subsequent salary increases become effective.
- 25.09 The Association agrees to pay all retroactive remuneration for salary increases, overtime, acting pay and allowances not later than the month following the month in which the Agreement is ratified.

Overpayment

- 25.10 Where an employee has received more than his proper entitlement to wages or benefits, no continuing employee shall be subject to such deductions in excess of ten (10%) percent of the employee's net earnings per pay period.

Salary Grids

- 25.11 Employees shall be awarded an increase to the next step of the salary grid for their classification, assuming satisfactory performance, on their anniversary date. If the Association is not going to give an employee an increase, the Association shall notify the employee of that fact.

Garnishee

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

Reporting Pay

- 25.13 If an employee reports to work on his regular work day and there is insufficient or no work available he is entitled to 4 hours' pay at the straight time rate.

- 25.14 If an employee is directed to report for work on a designated paid holiday or a day of rest and he reports, he is entitled to receive the greater of
- (a) overtime for all hours worked; or
  - (b) compensation for 4 hours' work at the appropriate overtime rate.

Call Back Pay

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

**ARTICLE 26 - STANDBY**

- 26.01 When the Employer requires an employee to be available on standby during off duty hours, the employee shall be compensated in the following amounts:
- (a) Two hundred and twenty five dollars (\$225.00) per week, or a pro-rated amount thereof should an employee only work a portion of a week, to each employee on standby;
  - (b) Two hundred and seventy five dollars (\$275.00) per week during Christmas and New Years week, or a pro-rated amount thereof should an employee only work a portion of a week, to each employee on standby.
- 26.02 An employee designated by letter or by list for standby duty shall be available during his period of Standby at a known telephone number and 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.
- 26.03 No standby payment shall be granted if an employee is unable to report for duty when required.
- 26.04 An employee on Standby who is required to report for work shall be paid, in addition to the standby pay:
- (a) For the first time reporting for work within an eight (8) consecutive hour standby period, the appropriate overtime rate for all hours worked, subject to a minimum payment of four (4) hours pay at the straight-time rate.
  - (b) For second and subsequent times reporting for work within a eight (8) consecutive hour standby period, the appropriate overtime rate for all hours worked.
- 26.05 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.
- 26.06 No disciplinary action will be taken against an employee who is not available for Standby Duty provided he provides advance notice or a reasonable explanation.

## **ARTICLE 27 - SHORT TERM LEAVE FOR TRAINING PURPOSES**

- 27.01 Leave without pay to take advanced or supplementary professional or technical training of less than one academic year may be granted to employees upon the recommendation of the Manager and with the approval of the Association.
- (a) Such leave shall be based on an appraisal of the present and future job requirements and the qualifications of the employee applying therefore and shall be granted only to meet the identified needs.
- 27.02 Full or partial financial assistance in respect of salary, tuition, travelling and other expenses may be granted during such leave;
- (a) where the employee has become technically obsolete and requires retraining to satisfactorily carry out the work, or
- (b) where the courses are required to keep the employee abreast of new knowledge and techniques in his field of work, or
- (c) where qualified persons cannot be recruited to carry out essential work and it is necessary to train present employees.
- 27.03 Refund of tuition fees, in respect of courses may be made on receipt of evidence of successful completion, if the course is of value to the employee's work and does not require the employee to be absent from duties.
- 27.04 Under this Article, leave with full or partial financial assistance in respect of salary will carry with it the obligation to return after leave to work for the Association for a period equivalent to the leave.
- 27.05 Where a request for leave under Article 27.01 and 27.02 has been submitted by an employee, the Association shall, within a reasonable period from the date of the employee's submission, advise the employee whether his request has been approved or denied.

## **ARTICLE 28 - TECHNOLOGICAL CHANGE**

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

With this in view, and recognizing the extensive lead time required for the selection, installation and providing of sophisticated equipment, the Association agrees to provide as much advance notice as is practicable but not less than four (4) months' notice to the Union of any major technological change in equipment which would result in changes in the employment status or in this Agreement. In addition, the Association agrees to consult with the Union with a view to resolving problems which may arise as a result of the introduction of such technological change.

- 28.02 In cases where employees may require retraining the Association will make every reasonable effort to offer training courses.

## **ARTICLE 29 - DUTY TRAVEL**

- 29.01 Where an employee is required to travel on behalf of the Association, he shall be paid:
- (a) when the travel occurs on a regular workday, as though he were at work for all hours travelled;
  - (b) when the travel occurs on a day of rest or designated paid holiday, at the applicable overtime rate for all hours travelled, with a minimum of four (4) hours pay at the straight time rate and a maximum of eight (8) hours at the applicable overtime rate.
- 29.02 For the purpose of this Article, hours travelled includes a one (1) hour check in period at airports, bus depots, or train stations, as well as a one (1) hour checkout period at each overnight stopover and at the final destination. Hours travelled also include time spent waiting for connecting flights, trains or buses, but is exclusive of overnight stopovers.
- 29.03 The Association will make every reasonable effort to restrict travel outside of the employee's headquarters that requires absence from home beyond a period which includes two (2) weekends.
- 29.04 Where an employee is absent from home on a designated paid holiday or day of rest and does not work, he shall receive payment at time and one-half (1 ½ x) his rate of pay or be granted the equivalent lieu time.
- 29.05 The above entitlements shall not apply to an apprentice while travelling to or from trades school on a day of rest or designated paid holiday or while in attendance at trades' school.

### Expenses

- 29.06 Employees required to travel on behalf of the Association shall be paid per diem and other reasonable expenses at the same rates as Government of Nunavut employees.

## **ARTICLE 30 - VACANCIES, JOB POSTING, PROMOTIONS, & TRANSFERS**

- 30.01 Every vacancy for positions expected to be of more than six (6) months' duration and every newly created position shall be posted for three (3) full working days on the Union notice board. An employee desiring a position must make application in writing to the Manager within four (4) working days of the first day of posting. The applicants' skills and knowledge shall be considered objectively by the Association with a view to determining the potential of the applicants to perform the job effectively and where applicants are considered reasonably equal in this respect, seniority shall govern.
- 30.02 Where operational requirements permit, in filling job vacancies, including promotions, transfers, and new positions, the job shall be awarded within fifteen (15) working days of posting to the successful applicant.

- 30.03 No employee shall be transferred to a position outside the Bargaining Unit without his consent. If an employee is transferred to a position outside the Bargaining Unit, he shall retain his seniority accumulated up to the date of leaving the unit, but will not accumulate further seniority. Such employee shall have the right to return to a position in the Bargaining Unit consistent with his seniority accumulated up to the date of transfer outside the unit.
- 30.04 No employee shall be transferred to another position within the Bargaining Unit without his consent. If an employee is transferred to another position, he shall have the right to return to his former position within sixty (60) days, and any other employee affected by the transfer shall be returned to his former position, without loss of wages or seniority.
- 30.05 New employees shall not be hired when there are permanent employees on layoff qualified to perform the job.
- 30.06 A probationary employee shall be eligible to participate in job competitions in the same manner as non-probationary employees within the Association.

### **ARTICLE 31 - JOB DESCRIPTION**

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

### **ARTICLE 32 - CLASSIFICATION**

- 32.01 During the term of this Agreement, if a new or revised classification standard is implemented by the Association, the Association shall before applying the new or revised classification standard, negotiate with the Union the rates of pay and the rules affecting the pay of employees for the classification affected. If the parties fail to reach agreement within sixty (60) days from the date on which the Association submits the new or revised standard to the Union, the Association may apply the new rates of pay and the Union may refer the matter to arbitration. The arbitrator's decision will be retroactive to the date of application of the new rates.
- 32.02 Where an employee believes that he has been improperly classified with respect to his position or category, group and level, he shall discuss his classification with his immediate supervisor and, on request, be provided with a copy of his job description before he files a grievance under Article 35 *Grievance and Arbitration*.

### **ARTICLE 33 - EMPLOYEE PERFORMANCE REVIEW & EMPLOYEE FILES**

- 33.01 When a formal review of an employee's performance is made, the employee concerned shall be given the opportunity to discuss the document with an Union Representative and then sign the review form in question to indicate that its contents have been read and understood. The employee shall also be given the opportunity to provide written comments to be attached to his performance appraisal and may use the grievance procedure in Article 35 to correct any factual inaccuracies in his performance appraisal.

- 33.02 The formal review of an employee's performance shall also incorporate an opportunity for the employee to state his career development goals and that every effort be made to develop the career potentials of each individual through in service training, retraining, or any other facets of career development which may be available.
- 33.03 The Association's representative who assesses an Employee's performance must have observed the Employee's performance for at least one-half (1/2) of the period for which the Employee's performance is evaluated or have input from another person who has so observed the Employee.

Employee File

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

**ARTICLE 34 - SUSPENSION AND DISCIPLINE**

- 34.01 If the Association chooses to provide an employee with formal discipline at a meeting, the Association shall notify the employee of his right to have a union steward or other employee of the employee's choice in attendance.
- 34.02 The Association shall notify the appropriate union representative when discipline occurs.
- 34.03 In the event of a termination or suspension without pay of thirty (30) days or longer, the Labour Management Committee shall meet to review the disciplinary action and shall attempt to resolve the matter within four (4) days of the imposition of the disciplinary action.

**ARTICLE 35 - GRIEVANCE AND ARBITRATION**

- 35.01 The Association and the Union recognize that grievances may arise in each of the following circumstances:
- (a) by the interpretation, application administration or alleged violation of:
    - (i) a provision of a policy made or issued by the Association dealing with terms or conditions of employment; or
    - (ii) a provision of this Agreement; and
  - (b) disciplinary action resulting in demotion, suspension, or a financial penalty;

- (c) dismissal from the Association;
- (d) letters of discipline placed on personnel file; and

35.02 The procedure for the final resolution of the grievances listed in Article 35.01 is arbitration.

35.03 The Union shall have the right to initiate and present a grievance on matters relating to health and safety, to any level of management specified in the grievance procedure, on behalf of one or more members of the Union.

Representation

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

35.05 An employee shall have the right to present a grievance on matters relating to the application or interpretation of this Agreement provided he first obtains the authorization of the Union prior to presenting such grievance.

35.06 Where an employee has been represented by the Union in the presentation of his grievance, the Association will provide the appropriate representative of the Union with a copy of the Association's decision at the same time that the Association's decision is conveyed to the employee.

35.07 The Union shall have the right to consult with the Manager with respect to a grievance at each or any level of the grievance procedure.

Procedure

35.08 An employee or the Union who wishes to present a grievance at any prescribed level in the grievance procedure, shall transmit this grievance to the Manager who shall forthwith:

- (a) forward the grievance to the representative of the Association authorized to deal with grievances at the appropriate level; and
- (b) provide the employee and the Union with a receipt stating the date on which the grievance was received by him.

35.09 Except as otherwise provided in this Agreement a grievance shall be processed by recourse to the following steps:

- (a) First Level (Manager)
- (b) Second Level (Board of Directors)
- (c) Final Level (Arbitration)

35.10 A grievance of an employee or the Union shall not be deemed to be invalid by reason only of the fact it is not in accordance with the form supplied by the Association.

35.11 No proceedings under this Article are invalid by reason of any defect of form or any technical irregularity.

- 35.12 An employee may, by written notice to the Manager, withdraw a grievance provided that, where the grievance is one arising out of the application or interpretation of this Agreement his withdrawal has the endorsement, in writing, of the Union.
- 35.13 An Association grievance shall be submitted to the Union directly to the President of Nunavut Employees Union and shall be referable to arbitration under Article 35.19.

Time Limits

- 35.14 An employee may present a grievance to the first level of the procedure in the manner prescribed in Article 35.08 within twenty-five (25) calendar days.
- 35.15 The Association shall reply in writing to a grievance within fourteen (14) calendar days at level 1, within thirty (30) calendar days at level 2.
- 35.16 An employee or the Union may present a grievance at each succeeding level in the grievance procedure beyond the first level,
- (a) where the decision or settlement is not satisfactory to the grievor, within fourteen (14) calendar days after that decision or settlement has been conveyed in writing to him by the Association; or
  - (b) where the Association has not conveyed a decision to the grievor within the time prescribed in Article 35.15 within fourteen (14) calendar days after the day the reply was due.
- 35.17 The time limits stipulated in this Article may be extended by mutual agreement between the Association and the employee, and where appropriate, the Union representative.

Dismissal

- 35.18 No employee shall be dismissed without first being given notice in writing together with the reasons therefore. When the Association dismisses an employee the grievance procedures shall apply except that the grievance may be presented at the Final Level.

Arbitration

- 35.19 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement including any question as to whether a matter is arbitrable, or where an allegation is made that a term or condition of this Agreement has been violated, either of the parties may, after exhausting the grievance procedure in This Article, notify the other party in writing within twenty-one (21) days of the receipt of the reply at the Final Level, of his desire to submit the difference or allegation to arbitration.
- 35.20 The parties agree that arbitration referred to in Article 35.19 shall be by a single arbitrator.
- 35.21 If an arbitrator selected by mutual agreement of the parties is not available for a hearing date within thirty (30) days of the date on which notification by either party to submit the difference to arbitration was made, another name will be selected until an arbitrator is found to hear the parties within the above mentioned thirty (30) day period. Such time limit may be extended by mutual agreement.

- 35.22 In the event that the Association and the Union are unable to agree upon the selection of the Arbitrator, the Minister of Labour of Canada shall be requested to appoint an Arbitrator, and it is agreed that the Arbitrator so appointed shall act as the single Arbitrator.
- 35.23 The arbitrator has all of the powers granted to arbitrators under the *Canada Labour Code* in addition to any powers which are contained in this Agreement.
- 35.24 The arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it.
- 35.25 The award of the arbitrator shall be signed by him and copies thereof shall be transmitted to the parties to the dispute.
- 35.26 The Arbitrator shall not have the authority to alter or amend any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or to render any decision contrary to the terms and provision of this Agreement, or to increase or decrease wages.
- 35.27 The Association and the Union shall each pay one-half of the remuneration and expenses of the arbitrator and each party shall bear its own expenses of every such arbitration.
- 35.28 Where a party has failed to comply with any of the terms of the decision of the arbitrator, either party or employee affected by the decision may, after the expiration of fourteen (14) calendar days from the date of the release of the decision or the date provided in the decision for compliance, whichever is later, file in the office of Clerk of the Federal Court of Canada, a copy of the decision, exclusive of the reason therefore in the prescribed form, whereupon the decision may be entered in the same way as a judgement or an order of that court and may be enforceable as such.
- 35.29 In addition to the powers granted to arbitrators under the *Canada Labour Code*, the arbitrator may determine that the employee has been dismissed for other than proper cause and he may:
- (a) direct the Association to reinstate the employee and pay to the employee a sum equal to his wages lost by reason of his dismissal, or such less sum as in the opinion of the Arbitrator is fair and reasonable; or
  - (b) make such order as he considers fair and reasonable having regard to the terms of this Agreement.

### **ARTICLE 36 - EMPLOYEE ASSISTANCE PROGRAM**

#### Purpose

- 36.01 To establish and outline the policy of the Association 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.

The rising incidence of alcohol and substance abuse is of growing concern among Associations, employees and families. Social drinking, which has no job related problems, is irrelevant to the Association. However, an employee whose alcohol and substance abuse problems interferes with work performance, attendance or interpersonal work relationships may become a major concern to the Association.

### Policy

- 36.02 The Association 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.
- 36.03 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.

### Responsibilities

- 36.04 A duly qualified medical and/or addictions practitioner must make a diagnosis and referral for treatment.
- 36.05 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.
- 36.06 The employee who has an identified alcohol and substance abuse problem must accept conditions related to the rehabilitation process.
- 36.07 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 take up to one (1) year or possibly longer and may initially involve care at a rehabilitation centre.

### Summary

- 36.08 To ensure that the Employee Assistance Program will be effective, management and staff must recognize and adhere to the following principles:
- (a) the Association 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 penalties;
  - (c) matters pertaining to an individual seeking advice or treatment will be strictly confidential.

