

# **Collective Agreement**

**between**

## **Public Service Alliance of Canada**

(As Represented by its Component, Nunavut Employees Union)

**and**

## **Baker Lake Housing Association**

**Effective From: April 1, 2014  
To: March 31, 2017**

**Nunavut Employees Union  
Box 869,  
Iqaluit NU X0A 0H0**

**Baker Lake Housing Association  
P.O. Box 2,  
Baker Lake NU X0C 0A0**



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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 of the employees. Accordingly the parties are determined to establish, within the framework provided by law, an effective working relationship at all levels in which members of the Bargaining Unit are employed.

## **Article 2**

### **Interpretation and Definitions**

- 2.01 For the purpose of this Agreement:
- (a) "Abandonment of Position" occurs when an employee has not reported for work, and no one has notified the Employer, for a period of five (5) consecutive working days. Employees who have abandoned their position shall be discharged;
  - (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 the regular remuneration payable for the performance of the duties of his position;
  - (e) "Bargaining Unit" means all employees of the Baker Lake Housing Association, excluding the Secretary 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 his spouse, and lives and intends to continue to live with that spouse as if that person were his spouse;
  - (g) "Compensatory Leave" means the equivalent leave with pay taken in lieu of payment;
  - (h) "Continuous Employment" means:
    - (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 or abandonment of position 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 Employer;

- (i) "Day" means working day or regularly scheduled daily hours of work;
- (j) "Day of rest" means a day other than a holiday on which the 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
  - (i) person residing with the employee, who is the employee's spouse, including common-law;
  - (ii) child, step-child, adopted child who is
    - (A) under nineteen (19) years of age and dependent on him/her for support; or
    - (B) under twenty-five (25) years of age and dependant upon him/her by reason of full time attendance at an educational institution; or
  - (iii) any other relative residing in the employees' household who is wholly dependent upon him for support by reason of mental or physical infirmity.
  - (iv) Nothing in this clause affects entitlements to benefit plans.
- (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 member of the Bargaining Unit and includes:
  - (i) "Full-time employee" means a person employed on a continuing basis and who works the standard work day, week or month for an indeterminate period;
  - (ii) "Part-time employee" means an employee employed on a continuing basis, but less than a standard work day, week or month for an indeterminate period. Full-time hours of work for short periods of time shall not change the status of such employee to a "full-time employee";
  - (iii) "Term employee" means a person other than a casual or full-time employee who is employed by the Employer for a fixed period in excess of four (4) months;
  - (iv) "Casual employee" means a person employed for work of a temporary nature not exceeding four (4) months;

- (o) "Employer" means the Baker Lake Housing Association;
- (p) "Fiscal year" means the period of time from April 1 in one year to March 31, in the following year;
- (q) "Grievance" means a complaint in writing that is processed through the grievance procedure;
- (r) "Leave of absence" means absence from duty with the Employer's permission;
- (s) "Manager" means the Secretary Manager of the Baker Lake Housing Association;
- (t) "Membership fees" means the fees established pursuant to the By-Laws of the Union as the fees payable by the members of the Bargaining Unit, and shall not include any initiation fee, insurance premium or any other levy;
- (u) "Probation" means a period of six (6) months from the day upon which an employee is first hired by the Employer or a period of three (3) months after an employee has been transferred or promoted from within the Employer. If an employee does not successfully complete his probationary period on transfer or promotion, the Employer will make every reasonable effort to place him in a position comparable to the one from which he was transferred or promoted;
- (v) "Promotion" means the appointment of an employee to a new position, the maximum rate of pay of which exceeds that of his former position;
- (w) "Rates of Pay" shall be as per Appendix "A" of this Collective Agreement;
- (x) "Representative" means a person who is authorized to represent the Union;
- (y) "Seniority" means length of continuous service with the Employer. Seniority shall accrue commencing upon the completion of the probationary period, and shall include all time from the date of hire;
- (z) "Service" means employment with the Employer, which is uninterrupted except for periods of less than three (3) months for medical or educational reasons;
- (aa) "Supervisor" means the one in charge of a working unit of a department and includes any person designated to act in his stead;
- (bb) "Transfer" means the appointment of an employee to another position, that does not constitute a promotion or demotion;
- (cc) "Week" for the purposes of this Agreement shall be deemed to commence at 12:01 a.m. on Sunday and terminate at midnight on Saturday;
- (dd) "Union" means the Public Service Alliance of Canada as represented by its agent, the Nunavut Employees Union.

- 2.02 Where the masculine gender is used, it shall be considered to include the feminine gender, unless any provision of this Agreement otherwise specifies.
- 2.03 "May" shall be regarded as permissive and "shall" and "will" as imperative.
- 2.04 Except as otherwise provided in this Agreement, expressions used in this Agreement if defined in the *Canada Labour Code* or in the Regulations made thereunder, have the same meaning as given to them in the Code or Regulations.

### **Article 3** **Recognition**

- 3.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees in the Bargaining Unit.
- 3.02 The Employer will advise prospective employees that the Baker Lake Housing Association is a unionized work place.

### **Article 4** **Application**

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



## **Article 5**

### **Security of Agreement**

#### **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 life of the Agreement. When this occurs the Agreement shall be re-opened upon the request of either party and negotiations shall commence with a view to finding an appropriate substitute for the annulled or altered provision.

#### **Conflict of Provisions**

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

## **Article 6**

### **Strikes and Lockouts**

- 6.01 During the life of the Agreement there shall be no lockout by the Employer and no interruption or impeding of work, work stoppage, strike, sit-down, slow-down, or any other interference with production by any employee or employees.

## **Article 7**

### **Management Rights**

- 7.01 The Union acknowledges that all management rights and prerogatives are vested exclusively with the Employer, except as may be otherwise specifically provided for in this Agreement, and without limiting the generality of the foregoing, it is the exclusive function of the Employer:
- (a) to determine and establish standards and procedures in the operation of the Employer;
  - (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 Employer. 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 assignments of duties, and to suspend, discharge, or otherwise discipline employees for just cause.

**Article 8**  
**Employer Directives**

- 8.01 The Employer shall provide the Union with a copy of all personnel directives.

**Article 9**  
**Union Access to Employer Premises**

- 9.01 Upon reasonable notification, the Employer shall permit access to its work premises of an accredited Representative of the Union.

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

- 10.01 The Employer acknowledges the right of the Union to appoint employees as Representatives. The Union will confirm the appointments in writing within a reasonable period.

**Article 11**  
**Time Off for Union Business**

**Arbitration Hearings**

- 11.01 The Employer shall grant leave with pay to an employee, who during his regular hours of work is called as a witness in an arbitration hearing, for the time required to give his testimony.
- 11.02 The Employer shall grant leave with pay to an employee who is the grievor in an arbitration hearing, where said employee's attendance at the hearing is during his normal hours of work.
- 11.03 Where an employee and his Representative are involved in the process of his grievance, they shall be granted reasonable time off to discuss the grievance.

**Contract Negotiations Meetings**

- 11.04 Where operational requirements permit, the Employer will grant leave with pay for two (2) employees for the purpose of attending contract negotiations, during their regular working hours, on behalf of the Union for the duration of such negotiations

**Preparatory Contract Negotiations Meetings**

- 11.05 Where operational requirements permit, the Employer will grant leave without pay for employees to attend preparatory negotiations meetings
- 11.06 Where operational requirements permit, the Employer will grant reasonable leave without pay for one employee to attend executive council meetings and conventions of the Alliance, the Nunavut Employees Union, the Canadian Labour Congress and the Northern Territories

Federation of Labour, or to participate in conferences and hearings established by Government where the subject matter is of interest to organized labour.

#### Representatives Training Course

- 11.07 Where operational requirements permit, the Employer will grant reasonable leave without pay to 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

- 11.08 A Representative shall obtain the permission of his immediate supervisor before leaving his work to investigate a grievance, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld.
- 11.09 The Representative shall report back to his supervisor before resuming to his normal duties.

#### Full-time Union Position

- 11.10 Employees elected to a full-time paid position in the Union shall be granted leave of absence without pay for the term of office. During the leave of absence such employees shall maintain all accumulated rights and benefits to which they are entitled under the Collective Agreement.
- 11.11 The benefits of any group plan shall be extended to such employees and the Union will reimburse the Employer for any costs involved.
- 11.12 Such employees shall advise the Employer as soon as possible when an extension of the leave of absence is applicable due to re-election.
- 11.13 Upon termination of their leave of absence such employees shall be offered as a minimum the position they held with the Employer before they commenced the leave of absence. When such employees wish to invoke this clause of the Collective Agreement they shall provide the Employer with a three month notice of their intent to do so.
- 11.14 Notwithstanding Article 11.13, the Employer may make an offer of employment to such employees to a position inside the Bargaining Unit should such employees bid on a competition and be the successful candidate.

### **Article 12**

#### **Union Dues Deduction**

- 12.01 The Employer 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.
- 12.02 The Union shall inform the Employer in writing of the Membership Fees for each employee within the Bargaining Unit thirty (30) days prior to implementation.

- 12.03 For the purpose of applying Article 12.01, 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.
- 12.04 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.
- 12.05 The amounts deducted in accordance with Article 12.01 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.
- 12.06 The Employer agrees to identify annually on each employee's T4 slip the total amount of Membership Fees deducted for the applicable year.
- 12.07 The Employer agrees to make deductions for other purposes on the basis of the production of appropriate documentation.
- 12.08 The Alliance agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer.

### **Article 13**

#### **Information**

- 13.01 The Employer agrees to provide the Union on a quarterly basis, with information concerning the identification of each member in the Bargaining Unit. This information shall include the name, address, job classification, social insurance number and employment status of all employees in the Bargaining Unit.
- The Employer shall indicate which employees have been hired or transferred and those employees whose employment has been terminated during the period reported.
- 13.02 The Employer shall notify the Union of all newly created classifications including its designation as to whether it is, in the view of the Employer, within or outside of the Bargaining Unit.
- 13.03 The Employer shall provide each employee with a copy of the Collective Agreement in English or if requested, in Inuktitut.
- 13.04 The Employer agrees to provide each new member of the Bargaining Unit with a copy of the Collective Agreement upon his appointment.
- 13.05 The Employer and the Union shall share equally the cost of printing and distributing this Agreement. The Union shall facilitate the printing of this Agreement.

- 13.06 This Agreement shall be translated into the local dialect of Inuktitut. The Employer and the Union shall share all costs associated with the translation of this Agreement. The Union shall facilitate the translation of this Agreement. In case of any conflict between any versions of this Agreement, the English version shall govern.

## **Article 14**

### **Seniority**

- 14.01 Seniority shall be applied on a Bargaining Unit wide basis.
- 14.02 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 twelve (12) months.
- 14.03 An employee shall lose his seniority and his employment shall be terminated in the following circumstances:
- (a) if he is discharged for just cause;
  - (b) if he resigns;
  - (c) if he abandons his position;
  - (d) if he is on lay-off for more than twelve (12) months; and
  - (e) if, following lay-off, he fails to return to work in accordance with Article 37.06.
- 14.04 When two or more employees commenced work on the same day the procedure for establishing their relative seniority shall be established by placing names of the concerned employees on paper in a container and then selected at random by the concerned employees in the presence of the Union and the Employer.
- 14.05 Any employee who feels that they have improperly placed on the seniority list shall have thirty (30) days from the posting date to file a grievance in accordance with the grievance procedure in this Agreement.

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

- 15.01 The Employer shall provide appropriate space for approved bulletin boards should the Union wish to install same for posting information to employees and for placement of bulk quantities of literature of the Union.
- 15.02 The Employer will pass on to an employee any mail from the Union addressed to that employee.
- 15.03 The Employer shall, if available, provide a suitable meeting room to be used from time to time for conducting business related to the Bargaining Unit

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

**Designated Paid Holidays**

- 16.01 The following days are Designated Paid Holidays for employees covered by this Collective 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) Nunavut Day – July 9<sup>th</sup>;
  - (f) Canada Day;
  - (g) The first Monday in August;
  - (h) Labour Day;
  - (i) Thanksgiving Day;
  - (j) Remembrance Day;
  - (k) Christmas Day;
  - (l) Boxing Day.
  - (m) A paid holiday shall also be granted to all employees on any holiday proclaimed by the Government of Canada, the Commissioner of the Nunavut, by motion of the Hamlet Council (e.g. Nunavut Claim Settlement Day; Hamlet Day, etc).

- (n) The employees shall be off duty at 12:00P.M. on Christmas Eve and New Year's Eve.

16.02 No employee is entitled to be paid in respect of a Designated Paid Holiday, where:

- (a) he has not worked for the Employer a total of thirty (30) days during the preceding twelve (12) months;
- (b) he did not report to work on that day after having been called to work on that day; or
- (c) without the consent of the Employer, he has not reported for work on either his last regular working day preceding, or his first working day following, the Designated Paid Holiday.

Holiday Falling on a Day of Rest

16.03 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.

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

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

16.05 Where the Employer requires an employee to work on a Designated Paid Holiday, he shall be paid in addition to the pay that he would have received had he not worked on the holiday:

- (a) One and one-half (1-1/2) times the hourly rate for all hours worked.
- (b) An employee who is required to work on a holiday shall have the option of being paid for said work or having it applied to his overtime bank, as provided in Article 23 of this Agreement.

16.06 Part-time employees shall be eligible for Designated Paid Holidays as provided herein. However, they shall receive payment for Designated Paid Holidays based on their average daily straight-time hours worked over their period of employment with the Employer, or over the previous eight (8) week period, whichever is the lesser (i.e. the employee's straight-time hours worked in the eight (8) week period prior to the Designated Paid Holiday shall be totalled and first divided by eight (8) and the resulting quotient is then divided by five (5), which provides the average daily hours to be applied to the employee's hourly rate of pay to obtain his entitlement).

- 16.07 At the request of an employee and where operational requirements permit an employee shall not be scheduled to work both Christmas and New Year's Day. An employee shall not have such a request denied in two (2) consecutive years.

## **Article 17**

### **Leave – General**

- 17.01 When an employee who has been granted more vacation, sick leave or special leave with pay than he has earned is terminated by disability or death, the employee shall be considered to have earned that amount of leave with pay granted to him.
- 17.02 During the month of April in each year, the Employer shall inform each employee in the Bargaining Unit in writing of the balance of his special, sick and vacation leave credits as of the 31<sup>st</sup> day of March.
- 17.03 Employees shall complete leave forms for sick, special and annual leave. 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. When the Employer approves an employee's application for leave in advance, the employee shall be provided with the approved leave form prior to the commencement of the leave.
- 17.04 When an employee is entitled to an allowance or benefits and is granted leave with pay, he is entitled, during his period of leave with pay, to continue to receive such allowance or benefits.
- 17.05 An employee who is on leave of absence without pay is not entitled to receive any pay, benefits or allowances for the period of leave without pay, unless this Agreement specifically provides otherwise.
- 17.06 Except in cases of emergency or leave under Article 21.07, employees must apply for leave at least two (2) days in advance.

## **Article 18**

### **Vacation Leave**

#### **Accumulation of Vacation Leave**

- 18.01 For each month of a fiscal year in which a full-time employee receives ten (10) days' pay, he shall earn vacation leave at the following rate:
- (a) One and one-quarter (1-1/4) days each month until the month in which the anniversary of the second (2<sup>nd</sup>) year of continuous employment is completed;
  - (b) One and two-thirds (1-2/3) days each month commencing in the month after completion of two (2) years of continuous employment;
  - (c) Two (2) days each month commencing in the month after completion of five (5) years of continuous service



- (d) Two and one-twelfth (2-1/12) days each month commencing in the month after completion of ten (10) years of continuous employment;
- (e) Two and one-half (2-1/2) days each month commencing in the month after completion of eighteen (18) years of continuous employment.

18.02 Other employees shall receive six (6) percent of their straight time earnings until completion of their second (2<sup>nd</sup>) year of continuous employment; eight (8) percent of their straight time earnings after completion of two (2) years of continuous employment; and ten (10) percent of their straight time earnings after completion of fifteen (15) years of continuous employment.

#### Granting of Vacation Leave

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

- (a) schedule vacation leave for all employees in the fiscal year in which it is earned;
- (b) not recall an employee to duty after he has proceeded on vacation leave;
- (c) grant the employee his vacation leave during the fiscal year in which it is earned at a time specified by him;
- (d) grant the employee vacation leave for at least up to five (5) consecutive weeks depending upon his vacation entitlements, when so requested by the employee;
- (e) grant employees their vacation leave preference and, where two (2) or more employees express a preference for the same period of vacation leave seniority will prevail.

18.04 Where the operational requirements of the service are such that an employee is not permitted to take his vacation leave during the months of June to September inclusive in one (1) fiscal year, special consideration will be given to his being granted his vacation leave during the months of June to September in the next fiscal year, which may include giving him preference over employees with more seniority.

#### Carry-over Provisions

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

18.06 Where in respect of any period of vacation leave, an employee is granted special leave or sick leave, 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 re-instated for use at a later date.

#### Leave When Employment Terminates

- 18.07 Where an employee dies or otherwise terminates his employment, 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.
- 18.08 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 18.07. If after reasonable efforts, the Employer is unable to locate the employee within six (6) months of termination, his entitlement shall lapse.
- 18.09 Due to emergency operational requirements the Employer may alter an employee's vacation period after it has been approved. In this event, the employee will report, within a reasonable amount of time, any cost which he will incur as a result of the cancellation of his vacation (i.e. non-refundable airline tickets, etc.) and the Employer will reimburse the employee for said costs.
- 18.10 When during any period of vacation leave an employee is recalled to duty, he shall be reimbursed for reasonable expense, that he incurs:
- (a) in proceeding to his place of duty;
  - (b) in respect of any non-refundable deposits or prearrangements associated with his vacation;
  - (c) in returning to the place from which he was recalled if he immediately resumes vacation upon completing the assignment for which he was recalled;

After submitting such accounts as are normally required by the Manager.

- 18.11 The employee shall not be considered as being on vacation leave during any period in respect of which he is entitled under Article 18.10 to be reimbursed for reasonable expenses incurred by him.

#### Vacation Travel Assistance

- 18.12 All employees and dependants over the age of two (2) on vacation leave shall be entitled to a cash payment of one thousand seven hundred and twenty five (1725.00) , to a maximum of ten thousand three hundred and fifty (10,350.00) per employee, once each fiscal year. This payment shall be made for the previous fiscal year, and can be paid at any time after April 1 in each year. The Vacation Travel Assistance amount and the cap shall increase on April 1 of each year of the collective agreement as follows: April 1 2014- 2.5%, April 1, 2015 3.0%, April 1, 2016 3%
- 18.13 Any dependant age twenty-one (21) and over who are in full-time attendance at an educational institution shall receive this payment less any travel benefits he/she obtains from any other source. The dependant must verify, in a form acceptable to the Employer, what, if any, other travel benefits he/she has obtained before receiving this payment.

- 18.14 The Employer shall provide an employee with the option of having source deductions for income tax on Vacation Travel Assistance waived providing the employee completes a form stating that the Vacation Travel Assistance will be used entirely for vacation travel in the same calendar year.
- 18.15 New employees shall receive a payment prorated on the basis of the proportion of the employee's month(s) of service compared to the full year.
- 18.16 Employees whose employment is terminated shall receive a payment prorated on the basis of the proportion of the employee's months(s) of service compared to the full year.

## **Article 19**

### **Special Leave**

#### **Credits**

- 19.01 An employee shall earn special leave credits up to a maximum of twenty (20) days at the rate of one day for each calendar month in which he received pay for at least ten (10) days.
- 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, 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 when there is a death in the immediate family.
- 19.04 The Manager shall grant special leave earned with pay for a period of five (5) working days when an employee is to be married.
- 19.05 Where a member of the immediate family requires surgery or becomes ill (not including child birth) and the employee is required to make arrangements for the care of his dependents the Manager will grant special leave with pay for up to five (5) days.
- 19.06 Where a member of the immediate family residing outside Baker Lake becomes seriously ill, the Manager will grant special leave with pay up to five (5) days.
- 19.07 The Manager may grant special leave on grounds other than those provided in Articles 19.03 through 19.06 to an employee, where he is satisfied that said employee has a legitimate reason requiring his absence from work.
- 19.08 The Manager may grant special leave, to a maximum of five (5) days, for serious community emergencies, where the employee is required to render assistance.
- 19.09 The Manager may grant special leave, to a maximum of five (5) days where special circumstances not directly attributable to the employee prevent his reporting to duty, including:
- (a) serious household or domestic emergencies;

- (b) extreme weather conditions or delay of the aircraft if the employee makes every reasonable effort to report for duty.
- 19.10 The Manager may grant special leave of up to one day in the event of the death of the employee's son in law, daughter in law, brother in law, sister in law, uncle, aunt, niece, nephew, grandmother or grandfather.
- 19.11 The Manager shall grant special leave for employees involved in official search-and-rescue mission or to employees searching for immediate family members who are missing. Subject to operational requirements, the Manager may grant special leave for employees searching for extended family members who are missing.
- 19.12 Special leave in excess of five (5) consecutive working days for the purpose enumerated in Articles 19.03, 19.05, 19.06, 19.08 and 19.09 may only be granted with the Manager's approval.

#### Advance of Credits

- 19.13 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 Manager be granted, subject to the deduction of such advance leave from special leave credits subsequently earned.

#### Birth/Adoption

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

### Casual Leave

- 19.15 A) Upon receipt of a written request from an employee's physician at least forty eight (48) hours in advance, employees shall be granted casual leave with pay to a maximum of one day per occurrence where the employee's physician requires him/her to travel out of Baker Lake to attend regular or recurring medical treatments and check-ups

B) An employee shall be granted casual leave with pay to a maximum of two (2) hours for the employee to attend or to escort a dependent to an appointment with a medical practitioner, dentist, lawyer, or school authority during work hours or to see any immediate family off on a medevac.

### Other Casual Leave

- 19.16 The Manager may grant an employee casual leave with or without pay for other purposes of a special or unusual nature.

### Quarantine

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

### Elections

- 19.18 All employees shall be allowed four (4) hours to vote in Federal elections and three (3) hours to vote in Municipal and Territorial elections with no loss in pay (e.g. if the polls close at 8:00 p.m. all employees will leave work at 4:00 p.m. for Federal elections, and 5:00 p.m. for Municipal and Territorial elections.)
- 19.19 The provisions of this Article shall not apply to an employee who is on leave of absence without pay and under suspension, or on lay-off.

## **Article 20**

### **Sick Leave**

### Credits

- 20.01 An employee shall earn sick leave credits at the rate of one and one quarter (1-1/4) days for each calendar month for which he receives pay for at least ten (10) days, to a maximum of eighty-five (85) days.
- 20.02 All absences on account of illness on a normal working day (exclusive of Designated Paid Holidays) shall be charged against an employee's accumulated sick leave credits.
- 20.03 The Employer may require the employee to produce a certificate from a qualified medical practitioner certifying that said employee is unable to carry out his duties due to illness or to certify that the employee is able to return to work. If an employee is required to produce a medical certificate, certifying that the employee is unable to perform his duties due to illness, and the employee does not do so, the employee shall be deemed to be on Leave Without Pay

for that period of absence. The medical certificate must be requested prior to the employee returning to work.

- 20.04 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, or on lay-off.
- 20.05 Where leave of absence without pay is authorized for any reason, or an employee is laid off because of lack of work, and the employee returns to work upon expiration of such a leave of absence or lay-off, he shall earn sick leave credits for each month in which he 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.
- 20.06 In circumstances where sick leave would be authorized but the employee has insufficient or no sick leave credits, at the discretion of the Manager, he may be granted sick leave in advance to a limit of fifteen (15) days which shall be charged against future credits as earned. If the Employee dies before authorized unearned sick leave has been liquidated, no recovery shall be made from the employee's estate.

#### Injury on Duty Leave

- 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.

#### Wellness Reward

- 20.08 An employee who does not use any sick leave credits for any period of six (6) months shall be entitled to one (1) day of leave with pay. This benefit cannot be paid out.

#### Transportation to a Medical Centre Travel Time

- 20.09 A) Every employee who travels to a medical centre shall be granted special leave with pay for the lesser of three (3) days or the actual time taken to travel from Baker Lake to a medical centre and return. Where the employee has no special leave credits the employee may choose to use sick leave credits for such travel.

B) Where weather or the transportation goes mechanical and delays the employee from returning to Baker lake, the manager may extend this period to a maximum of three (3) working days

## **Article 21**

### **Other Types of Leave**

#### Court Leave

- 21.01 Leave of absence with pay shall be given to an employee, other than an employee on leave of absence without pay or under suspension or on lay-off 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 or 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.

#### Maternity Leave

- 21.02 (a) An employee who becomes pregnant shall be granted seventeen (17) consecutive weeks maternity leave without pay commencing at any time during the seventeen (17) week period immediately preceding the expected date of delivery, provided that the employee gives the Employer written notice at least four (4) weeks before the day on which the employee expects to commence her leave. At the employee's request the Employer shall give her, within one week of her request, a clear understandable information package about maternity leave requirements and benefits.
- (b) The Employer may:
  - (i) upon written request from the employee, defer the commencement of maternity leave without pay of an employee or terminate it earlier than seventeen (17) weeks after the date of the termination of her pregnancy;
  - (ii) grant maternity leave without pay to an employee to commence earlier than seventeen (17) weeks before the expected termination of her pregnancy;
  - (iii) where maternity leave without pay is requested, require an employee to submit a medical certificate certifying pregnancy.
- (c) Leave granted under this Article shall be counted for the calculation of "continuous employment" and "continuous service".

#### Maternity-related Reassignment or Leave

- (d) Where a pregnant employee produces a statement from her physician that her working conditions may be detrimental to her health, or that of her foetus, the Employer shall either change such working conditions or temporarily transfer the

employee to another position with equal pay or allow the employee to take leave of absence without pay for the duration of her pregnancy.

Maternity Leave Allowance

- (c) After completion of six (6) months continuous employment, an employee who provides the Employer with proof that she has applied for and is in receipt of employment insurance benefits pursuant to Section 22, *Employment Insurance Act*, shall be paid a maternity leave allowance.
- (f) A recipient under Article 21.02(c) shall sign an agreement with the Employer providing:
  - (i) that she will return to work and remain in the Employer's employ for a period of at least six (6) months after her return to work;
  - (ii) that she will return to work on the date of the expiry of her maternity leave, unless this date is modified with the Employer's consent.
- (g) Should the employee fail to return to work, except by reason of death, disability or lay-off, as per the provision of Article 21.02(f), the employee recognizes that she is indebted to the Employer for the amount received as maternity leave allowance. Should the employee not return for the full six months, the employee's indebtedness shall be reduced on a prorated basis according to the number of months for which she received pay.
- (h) In respect of the period of maternity leave, payments of maternity leave allowance will consist of the following:
  - (i) For the first two (2) weeks, payments equivalent to ninety-three percent (93%) of her weekly rate of pay. For up to a maximum of an additional fifteen (15) weeks, payments equivalent to the difference between the employment insurance benefits she is eligible to receive and ninety-three percent (93%) of her weekly rate of pay;
  - (ii)
    - 1) for a full-time employee the weekly rate of pay referred to in Article 21.02(h)(i) shall be the weekly rate of pay for her classification and position on the day immediately preceding the commencement of the maternity leave.
    - 2) for a part-time employee the weekly rate of pay referred to in Article 21.02(h)(i) shall be the prorated weekly rate of pay for her classification and position averaged over the six month period of continuous employment immediately preceding the commencement of the maternity leave.
  - (iii) Where an employee becomes eligible for a pay increment or an economic adjustment with respect to any period in which the employee was in receipt



of payments under Article 21.02(h)(i), the payments shall be adjusted accordingly.

#### Other Benefits During Leave

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

#### Parental Leave

- 21.03 (a) Where an employee has or will have the actual care or custody of his/her newborn child, or an employee commenced proceedings to adopt a child or obtains an order for the adoption of a child, he/she shall be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks. This leave without pay shall be taken during the fifty-two (52) week period immediately following the day the child was born or, in the case of adoption, within the fifty-two (52) week period from the date the child comes into the employee's care and custody.
- (b) An employee who intends to request parental leave without pay shall make every effort to provide reasonable notice to the Employer. In the case of an adoption, the employee shall notify the Employer as soon as the application for adoption has been approved by the adoption agency or legal guardianship and custody papers have been completed.
  - (c) Leave granted under this Article shall be counted for the calculation of "continuous employment" and "continuous service".
  - (d) Parental leave without pay utilized by an employee couple, both of whom are employed by the Employer, in conjunction with maternity leave shall not exceed a total of fifty-two (52) weeks.
  - (e) Parental leave without pay taken by an employee in conjunction with maternity leave shall be taken immediately after the termination of maternity leave and the duration of both periods of leave without pay combined shall not exceed a total of fifty-two (52) weeks.
  - (f) When parental leave is taken by an employee couple, both of whom are employed by the Employer, parental leave allowance payments shall not exceed a total of fifty-two (52) weeks for both employees combined, and parental leave without pay taken by an employee couple shall not exceed a total of fifty-two (52) weeks for both employees combined.

#### Other Benefits During Leave

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

#### Compassionate Care Leave

21.04 Upon reasonable notice from an employee the Employer shall grant an employee up to eight (8) weeks Compassionate Care Leave in accordance with the provisions of the *Nunavut Labour Standards Act*.

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 significant risk of death

B) For the purposes of this Article, the definition of family member means the employee's :

- a) spouse, including common-law spouse;
- b) child or child of the employee's spouse;
- c) parent or spouse of the parent
- d) any other person in accordance with the Employment Insurance Act

C) An employee shall be granted up to eight (8) weeks of compassionate care leave without pay to provide care and support to a gravely ill family member if the Employer is provided with a certificate from a qualified medical practitioner stating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:

- e) the day the certificate is issued; or
- f) if the leave was commenced before the certificate was issued, the day the leave commenced

A certificate from a medical practitioner, such as a nurse practitioner, is acceptable when the gravely ill family member is in a geographic location where treatment by a medical doctor is limited or not accessible, and a medical doctor has authorized the other medical practitioner to treat the ill family member

Compassionate care leave may be taken in separate periods but each period must be of not less than one week's duration

D) An employee who intends to request compassionate care leave shall, except in extraordinary circumstances, provide reasonable notice to the employer

E) Leave granted under this Article shall be counted for the calculation of continuous employment. Employees shall not earn Leave credits during the period of leave under this Article

#### Other Benefits During Leave

F) An employee returning to work from compassionate care leave retains his/her Leave Credits accumulated prior to taking leave

G) If an employee elects to maintain coverage for group benefits, the Employer will pay both portions of these premiums. The Employer will recover monies paid on behalf of the employee for the employee's share of premiums when the employee returns to work. If the employee terminates his/her employment before the employee's share of the premiums has been repaid, the Employer shall deduct the remainder of the employee's share of premiums from any monies owing by the Employer to the employee at the time of termination of employment

#### Injury-on-duty Leave

21.05 An employee shall be granted injury-on-duty leave with pay for such reasonable period as may be determined by the Manager 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 radio activity or other hazardous conditions in the course of his employment,

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

21.06 Where an employee is injured on duty and a claim is made to the Workers' Safety and Compensation Commission, the employee shall use his sick leave credits while awaiting the decision of the Workers' Safety and Compensation Commission. If the injury is not compensable there shall be no return of sick leave credits used by the employee. If the injury is compensable the Employer shall credit the employee with the sick leave credits used upon the assignment of Workers' Safety and Compensation Commission benefits to the Employer.

#### Leave Without Pay for Personal Reasons

- 21.07 An employee may apply to the Manager for personal leave without pay. He shall make his application in writing, stating the reasons for the leave, the length of the leave and the date upon which he wishes to commence such leave. The Employer shall review the employee's application and either approve or deny said application within a reasonable period of time.

Hunting, Fishing or Harvesting Leave

- 21.08 Subject to operational requirements, leave with pay to a maximum of three (3) days per year, and leave without pay for up to an additional two (2) days may be granted on short notice to an employee in order to meet traditional hunting, fishing or harvesting needs. Such leave shall not be unreasonably denied.

**Article 22**  
**Hours of Work**

- 22.01 The normal hours of work for Maintenance employees shall be eight (8) hours per day, within a nine (9) hour period, five (5) consecutive days per week. The normal hours of work for all other employees shall be seven and one-half (7-1/2) hours per day, within an eight and one-half (8-1/2) hour period, five (5) consecutive days per week.
- 22.02 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. During the months of December to February the Maintenance employees shall receive a rest period of twenty (20) minute duration.
- 22.03 An unpaid meal period of one (1) hour's duration shall be scheduled as close to the midpoint of the shift as possible.
- 22.04 The regular hours set forth in this Article do not represent any guarantee of minimum hours of work for employees.
- 22.05 In the event that an employee is unable to take his 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 or rest period(s), he 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 23**  
**Overtime**

- 23.01 In this Article:
- (a) "overtime" means work performed by an employee in excess or outside of his regularly scheduled hours of work. For part-time employees, overtime means all hours worked in excess of the regular hours of work for a full-time employee in the same position;
  - (b) "straight-time rate" means the hourly rate of pay;

(c) "time and one-half" means one and one-half (1-1/2) times the straight-time rate.

23.02 An employee who is required to work overtime shall be paid overtime compensation for each completed fifteen (15) minutes of overtime worked by him subject to a minimum payment of one-half (1/2) hour at the overtime rate when:

(a) the overtime work is authorized in advance by the Employer; or

(b) the employee does not control the duration of the overtime work.

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

#### Allocation of Overtime

23.04 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.

23.05 Overtime shall be paid at a rate of time and one-half (1-1/2)

23.06 An employee upon his request shall have any overtime, which he has worked, banked at the overtime rate by the Employer as compensatory leave to a maximum of five (5) days. This bank may be drawn upon by the employee as paid leave to be taken at a time mutually agreeable to the Employer and the employee. As leave is used and the bank is reduced, the employee may bank additional overtime worked to the above mentioned maximum.

## **Article 24**

### **Pay**

#### Classification and Pay

24.01 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" attached.

24.02 An employee holding a position for which there is a minimum and maximum rate of pay may be granted increases in pay until he/she reaches the maximum for the position. Such pay increases are dependent on satisfactory performance of the duties of the position by the employee. For the purposes of such pay increases the performance of the employee shall be reviewed annually within thirty (30) days of the employee's anniversary of his/her hiring. Failure to complete the performance review of an employee within thirty (30) days of his/her anniversary shall constitute satisfactory performance for the purposes of this Article.

#### Payday

- 24.03 Employees shall be paid on every second Friday at 12:00 noon. Should the payday be a Designated Paid Holiday then the cheques will be released on the day immediately preceding the Designated Paid Holiday.
- 24.04 Employees who are away from the worksite during pay afternoons without permission will be disciplined.
- 24.05 Employees who are entitled to overtime compensation or allowances in addition to their regular pay shall normally receive such compensation and allowances in the pay period in which it was earned, but in any event shall receive such compensation or allowances on the following payday.
- 24.06 When overtime compensation is paid, the pay statement shall indicate the pay periods, rate of overtime and number of overtime hours.
- 24.07 Allowances are paid on an hourly basis for all regular hours worked. Nothing in this Agreement constitutes a guarantee that any employee will receive any amount of allowances in a year.

#### Acting Pay

- 24.08 When an employee is required by the Employer in writing to perform the duties of a higher classification level on an acting basis, he shall be paid acting pay calculated as follows:
- (a) for a position covered by this Agreement, the higher of the employee's regular hourly rate and the rate applicable, at the same Step as his/her regular position from the date on which he commenced to act; and
  - (b) for a position not covered by this Agreement, if the employee occupies that position for a period of three (3) days or greater, the employee shall be paid an additional 20% over the employee's regular hourly rate;

for all hours worked by the employee while in the acting position.

#### Salary Increases

- 24.09 The Employer agrees to pay the negotiated salary increases to every employee not later than the second 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.
- 24.10 The Employer agrees to pay any retroactive remuneration, which has been agreed to and set forth in this Agreement not later than three (3) months following the month in which the Agreement is signed.
- 24.11 Retroactive pay shall be issued on a separate cheque.

#### Pay Recovery

- 24.12 Where an employee has received more than his/her proper entitlement to wages or benefits or retroactive membership dues are necessary, no continuing employee shall be subject to such deduction in excess of twenty percent (20%) of the net earnings per period.

## **Article 25**

### **Reporting Pay and Standby**

#### **Reporting Pay**

- 25.01 If an employee reports to work on his regular shift and there is insufficient or no work available, the employee shall receive four (4) hours pay at the employee's straight time rate.

#### **Call Back**

- 25.02 If an employee is:

- (a) directed to report to work outside of his regularly scheduled hours of work; or
- (b) recalled to a place of work for a specific duty;

the employee shall be paid the greater of compensation at the overtime rate for all hours worked or four (4) hour's pay at the employee's straight time rate.

- 25.03 If an employee is directed to report for work on a day of rest or a designated paid holiday, the employee shall be paid the greater of compensation at the overtime rate or four (4) hours pay at the employee's overtime rate.

#### **Standby**

- 25.04 Effective April 1, 2011, where the Employer requires an employee to be available on standby during off-duty hours, an employee shall be entitled to a standby payment of twenty four dollars (24.00) for each eight (8) consecutive hours or portion thereof that he is on standby, except on days of rest and Designated Paid Holidays. For each period of standby on a day of rest or a Designated Paid Holiday, he shall be paid twenty nine dollars (29.00) for each eight (8) hours or portion thereof that he is required to be on standby status.
- 25.05 An employee scheduled by the Employer for standby duty shall be available during his period of standby at a known telephone number and be available to return for duty as quickly as possible if called. In scheduling employees for standby the Employer shall provide for the equitable distribution of standby duties among readily available, qualified employees who are normally required to perform that work.
- 25.06 No standby payment shall be granted to an employee who is unable to report for duty when required.
- 25.07 An employee on standby who is required to report for work shall be paid, in addition to standby pay, the appropriate amount pursuant to Article 25.02, provided that the employee shall only be paid the minimum payment of four (4) hours pay at the straight time rate once during each standby payment of eight (8) consecutive hours or portion thereof.

- 25.08 Except in the case of an emergency, standby schedules shall be posted fourteen (14) days in advance of the starting date of the new schedule.
- 25.09 Standby shall be identified on the employee's pay stub.
- 25.10 One of the Employer's trucks shall be parked after hours and overnight at the standby employee's residence.

## **Article 26**

### **Job Description**

- 26.01 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 complete and current written Job Description of the position to which he is assigned.
- 26.02 Upon written request, an employee shall be entitled to a complete and current written Job Description of his position.

## **Article 27**

### **Classification**

- 27.01 If a new or revised classification is established which is not covered by the Rates of Pay then in effect, the Employer shall, before applying the new or revised classification, negotiate with the Union the rates of pay and the rules affecting the pay of employees for the classification affected. If the parties fail to reach agreement within sixty (60) days from the date on which the Employer submits the new or revised classification to the Union, the Employer may apply the new rates of pay and the Union may refer the matter to arbitration.
- 27.02 Where an employee believes that he has been improperly classified, he shall discuss his classification with his immediate supervisor and, on request, be provided with a copy of his Job Description.

## **Article 28**

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

- 28.01 All vacant positions coming within the scope of this Agreement, which are to be filled shall be posted for seven (7) days. The job posting shall state the job classification, rate of pay, shift and required qualifications for 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.
- 28.02 In making selections, promotions and appointments where the required qualifications, skills and abilities of an applicant demonstrably exceed those of more senior applicants, that applicant may be awarded the position. Otherwise, the senior qualified applicant shall be awarded the position.
- 28.03 Upon completion of a competition and a candidate has been offered and accepted a position, the Employer will then notify all other candidates, by letter, of the winner of the



competition. Should any of the candidates have any queries as to why they did not receive the position, they may contact the Employer who will then answer any questions regarding that particular candidate's performance.

- 28.04 If an employee is transferred to a position outside the Bargaining Unit, he shall retain his seniority accumulated up to the date of leaving the Unit, but will not accumulate further seniority. Such employee shall have the right to return to a position in the Bargaining Unit consistent with his seniority accumulated up to the date of transfer outside the Unit.
- 28.05 Nothing in this Agreement requires the Employer to fill any vacant position.

## **Article 29**

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

- 29.01 When a formal review of an employee's performance is made, the employee concerned shall be given the opportunity to discuss, then sign the review form in question to indicate that its contents have been read and understood. The employee shall also be given the opportunity to provide written comments to be attached to his performance appraisal and may use the grievance procedure in Article 30 to correct any alleged factual inaccuracies in his performance appraisal.
- 29.02 The formal review of an employee's performance shall also incorporate an opportunity for the employee to state his career development goals.
- 29.03 The Employer'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.
- 29.04 The Employer agrees not to introduce as evidence in the case of promotional opportunities or disciplinary action any document from the file of an employee, the existence of which the employee was not made aware, by the provision of a copy thereof at the time of filing or within a reasonable period thereafter.
- 29.05 Upon written request of an employee, the Personnel file of that employee shall be made available for his examination at reasonable times in the presence of an authorized representative of the Employer.
- 29.06 Only one file per employee for the purpose of performance evaluation and discipline shall exist.
- 29.07 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.

## **Article 30**

### **Discrimination, Harassment and Workplace Violence**

- 30.01 The Employer, the Union, 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, nationality, ethnic origin, place of origin, creed, religion, age, disability, sex, sexual orientation, gender identity, marital status, family status, family affiliation, political belief, political association, social condition, conviction for which a pardon has been granted, union membership or activity, or for exercising their rights under this Agreement.
- 30.02 An Affirmative Action program jointly agreed to by the Labour/Management Committee will not be deemed to be discriminatory.
- 30.03 The Employer, the employees and the Union recognize the right of all persons employed by the Employer to work in an environment free from unwanted personal harassment, sexual harassment, abuse of authority or workplace violence and agree that any of the aforementioned actions will not be tolerated in the workplace.
- 30.04 The Employer will take such disciplinary measures, as the Employer deems appropriate, against any person under the Employer's direction who subjects any employee to personal harassment, sexual harassment, abuse of authority or workplace violence.
- 30.05 Personal harassment" means any vexatious behaviour in the form of repeated and hostile or unwanted conduct, verbal comments, actions or gestures that affects an employee's dignity or psychological or physical integrity and that results in a harmful work environment for the employee by a person employed by the Employer that is directed at and is offensive to another person employed by the Employer which the first person knew or ought reasonably to have known would be unwelcome.
- 30.06 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.

#### **Freedom from Sexual Harassment**

- 30.07 Sexual harassment" means any conduct, comment, gesture or contact of a sexual nature
- (a) that is likely to cause offence or humiliation to any employee;
  - (b) that might, on reasonable grounds, be perceived by that employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.
- 30.08 Every employee is entitled to employment free of sexual harassment.

- 30.09 The Employer the employees and the Union will make every reasonable effort to ensure that no person under the Employer's direction is subjected to sexual harassment.
- 30.10 Complaints of sexual harassment may be brought to the attention of the Employer at any level of management appropriate to the circumstances. An employee may be assisted by the Union in making a complaint.
- 30.11 The Employer will not disclose the name of the complainant or the circumstances related to the complaint to any person except where disclosure is necessary for the purposes of investigating the complaint, taking disciplinary measures in relation thereto, or advising law enforcement officials as necessary.
- 30.12 The Employer shall issue a policy concerning sexual harassment which substantially conforms to the provisions of this Article. The Employer shall make each person under the Employer's direction aware of the policy concerning sexual harassment.

#### Freedom from Workplace Violence

- 30.13 "Workplace violence" means any incident, in which an employee is abused, threatened or assaulted during the course of his or her employment, and includes but is not limited to all forms of harassment, bullying, intimidation and intrusive behaviours of a physical or emotional nature.
- 30.14 Every employee is entitled to employment free of workplace violence.
- 30.15 The Employer, the employees and the Union will make every reasonable effort to ensure that no person under the Employer's direction is subjected to workplace violence.
- 30.16 No employee shall be required to perform work at any worksite under circumstances of workplace violence by third parties. The Employer shall take appropriate remedial measures in such situations.
- 30.17 Complaints of workplace violence may be brought to the attention of the Manager. An employee may be assisted by the Union in making a complaint.
- 30.18 The Employer will not disclose the name of the complainant or the circumstances related to the complaint to any person except where disclosure is necessary for the purposes of investigating the complaint, taking disciplinary measures in relation thereto, or advising law enforcement officials as necessary.
- 30.19 The Employer shall issue a policy concerning workplace violence which substantially conforms to the provisions of this article. The Employer shall make each person under the Employer's direction aware of the policy concerning workplace violence.
- 30.20 Nothing in this article affects and employee's ability to file a grievance with respect to any issues in this Article. Grievances under this Article shall be handled with all possible confidentiality.

## **Article 31**

### **Adjustment of Disputes**

- 31.01 The Employer and the Union recognize that grievances may arise in each of the following circumstances:
- (a) the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, or a provision of an arbitral award;
  - (b) the interpretation, application, administration or alleged violation of a provision of an Act or Regulation, or a direction or other instrument made or issued by the Employer dealing with the terms or conditions of employment;
  - (c) disciplinary action resulting in demotion, suspension, or a financial penalty, including the withholding of an increment;
  - (d) discharge; or
  - (e) letters or notations of discipline placed on an employee's personnel file.

#### **Representation**

- 31.02 The Union shall have the right to file grievances on behalf of its members and to consult with the Employer with respect to a grievance at any level of the grievance procedure.
- 31.03 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.
- 31.04 Where an employee has been represented by the Union in the presentation of his grievance, the Employer will provide the appropriate Representative of the Union with a copy of the Employer's decision at each level of the grievance procedure at the same time that the Employer's decision is conveyed to the employee.
- 31.05 The Union shall have the right to initiate and present a grievance on matters relating to health and safety at any level of the grievance procedure.

#### **Procedure**

- 31.06 An employee or the Union who wishes to present a grievance at any prescribed level of the grievance procedure shall transmit this grievance in writing 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 and the Union with a receipt stating the date on which the grievance was received by the Employer.

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

- (a) First Level (foreperson or first level management);
- (b) Second Level (Manager);
- (c) Third Level (Board of Directors/Personnel Committee);
- (d) Final Level (Arbitration).

31.08 An employee or the Union shall initiate a written grievance stating what clause or clauses of the Agreement are alleged to have been violated and the remedy required.

31.09 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.

#### Time Limits

31.10 A grievance may be presented at the First Level of the grievance procedure in the manner prescribed in Article 31.06 within thirty (30) calendar days after the date on which the grievor first becomes aware of the action or circumstances giving rise to the grievance.

31.11 The Employer shall reply in writing to a grievance within fifteen (15) calendar days at First Level, within fifteen (15) calendar days at the Second Level and within thirty (30) calendar days at Third Level of the grievance procedure.

31.12 An employee or the Union may present a grievance at each succeeding level of 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 the grievor by the Employer; or
- (b) where the Employer has not conveyed a decision to the grievor within the time prescribed in Article 31.11 within fourteen (14) calendar days after the day the reply was due.

31.13 The parties may mutually agree to extend any of the above time limits. If a grievance is not filed or addressed within the prescribed time limits the grievance shall be considered to be abandoned and may not be filed or advanced.

#### Dismissal

31.14 Where reasonably practicable, no employee shall be dismissed without first being given notice in writing together with the reasons therefore. When the Employer dismisses an employee, the grievance procedure shall apply, except that the grievance may be presented at the second level of the grievance procedure.

### Arbitration

- 31.15 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/her desire to submit the difference or allegation to arbitration.
- 31.16 (a) The parties agree that arbitration referred to in Article 31.15 shall be by a single arbitrator.
- (b) The parties will attempt to come to an agreement on the selection of an Arbitrator within thirty (30) calendar days of the date on which notification by either party to submit the difference or allegation to arbitration was made, or such further period as may be mutually agreed upon by the parties.
- (c) In the event that the Employer and the Union are unable to agree upon the selection of the Arbitrator, the Minister of Labour of Canada shall be requested to appoint an Arbitrator, and it is agreed that the Arbitrator so appointed shall act as the single Arbitrator.
- 31.17 (a) The Arbitrator has all of the powers granted to arbitrators under the *Canada Labour Code*, Part I in addition to any powers, which are contained in this Agreement.
- (b) The Arbitrator shall hear and determine the difference or allegation and shall issue a decision and that decision is final and binding upon the parties and upon any employee affected by it.
- (c) The award of the arbitrator shall be signed by him/her and copies thereof shall be transmitted to the parties to the dispute.
- 31.18 The Arbitrator shall not have the authority to alter or amend any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or to render any decision contrary to the terms and provisions of this Agreement, or to increase or decrease wages.
- 31.19 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.
- 31.20 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 therefor in the prescribed form, whereupon the decision may be entered in the same way as the judgement or an order of that court and may be enforceable as such.

- 31.21 In addition to the powers granted to arbitrators under the *Canada Labour Code* the Arbitrator may determine that the employee has been discharged for other than just cause and he/she may:
- (a) direct the Employer to reinstate the employee and pay to the employee a sum equal to his/her wages lost by reason of his/her discharge, or such less sum as in the opinion of the Arbitrator is fair and reasonable; and/or
  - (b) make such order as he/she considers fair and reasonable having regard to the terms of this Agreement and to all the circumstances of the case.

## **Article 32**

### **Suspension and Discipline**

- 32.01 The Employer shall have the right to suspend with or without pay and/or discharge an employee for just and sufficient cause. Prior to suspending or discharging an employee, the Employer shall examine several factors such as the seriousness of the offence, the employees length of service, and other relevant mitigating factors.
- 32.02 Except in cases of an employee being a clear and present danger to themselves or others, or committing an act of violence, when employees are to be suspended or discharged the Employer shall notify the employee in writing of the reasons for such suspension or discharge.
- 32.03 As soon as possible the Employer shall notify the Nunavut Employee's Union that such suspension or discharge has occurred or is to occur.
- 32.04 Where an employee is required to attend a meeting with the Employer, or a representative of the Employer, to deal with matters that may give rise to the suspension or discharge of an employee, the employee shall be advised twenty four (24) hours in advance of the meeting of his/her right to have a Representative of the Union attend the meeting.

## **Article 33**

### **Labour/Management Committee**

- 33.01 A Labour/Management Committee will be formed to consult and reach agreement on matters of mutual interest.
- 33.02 The Labour/Management Committee shall be comprised of equal representation of the Union and the Employer, with each party choosing their respective representatives.
- 33.03 The Committee will meet at any time at the request of either party, but in any event will meet at least once every three (3) months.

## **Article 34**

### **Safety and Health**

- 34.01 The Employer shall comply with all applicable federal, territorial and municipal health and safety legislation and regulations. All standards established under the legislation and regulations shall constitute minimum acceptable practice.
- 34.02 A copy of the *Safety Act* and Regulations, and any other applicable health and safety legislation and regulations, shall be readily accessible to each employee in the workplace.

#### Occupational Health & Safety Committee

- 34.03 (a) The Occupational Health & Safety Committee is established in accordance with the provisions for occupational health and safety committees under the *Safety Act* and its pursuant applicable regulations.
- (b) The purpose of this Committee, in addition to the duties set-out in the legislation, is to participate in developing and monitoring the Employer's health and safety program, and to take health and safety into consideration when formulating policies, practices and procedures. The Committee may make recommendations to the Employer on occupational health and safety practices.
- (c) The Committee is a forum where management and employee representatives can meet to exchange information, discuss policies, programs and conditions, and where employee representatives can communicate to the Employer their views on health and safety matters.
- (d) The members of the Occupational Health & Safety Committee together shall be required to attend available occupational health and safety courses at least once per year when held in Resolute Bay. The Employer shall apply to the Workers' Safety and Compensation Commission to have appropriate health and safety courses offered in Resolute Bay at no cost to the employees.

#### Meetings & Quorum

- (c) The Committee shall consist of two (2) representatives from the employees and one (1) or two (2) representatives from the Employer. The Committee shall select from its own membership two Chairpersons, one from the representatives from the employees and one from the representatives from the Employer, who shall rotate duties at every meeting. The Committee will meet at least quarterly, and when necessary as decided by the Committee, during normal working hours.
- (f) The quorum of the Committee shall consist of all members of the Committee.
- (g) At the direction of the Committee Chairperson members of the Committee are entitled to such time from their regular work as is necessary to attend meetings or to carry out any other functions as members of the committee including reasonable meeting preparation time, and any time spent by the member while carrying out any of his or her functions as a member of the committee shall, for the purposes of calculating pay owing to him or her, be deemed to have been spent at work.

#### Minutes



- (h) Minutes of every meeting will be prepared and distributed by the Committee prior to the next meeting, at which the minutes will be presented for review and adoption. Adopted minutes shall be forwarded to the Union and posted in the workplace for at least twelve (12) months.

Powers of Committee

- (i) The Committee may request from the Employer any information that the Committee considers necessary to identify existing or potential hazards with respect to materials, processes, equipment or activities.

- (j) The Committee shall have full access to all government and Employer reports, studies and tests relating to the health and safety of employees, or to the parts of those reports, studies and tests that relate to the health and safety of employees, but shall not have access to the medical records of any person, except with the person's written consent.

#### Right to Refuse Dangerous Work

34.04 An employee shall have the right to refuse to work in dangerous situations.

- (a) An employee may refuse to do any particular act or series of acts at work which he has reasonable grounds to believe are dangerous to his health or safety, or the health or safety of any other person at the place of employment, until sufficient steps have been taken to satisfy him otherwise, or until a safety officer appointed under the *Safety Act* or his designated representative has investigated the matter and advised him otherwise.
- (b) No loss of wages or discriminatory action shall be taken against any worker by reason of the fact that he exercised the right conferred upon him in Article 34.04(a). No other employee shall be assigned to use or operate any machine, device, material or thing or perform any part of the work which is being investigated pending resolution of the situation.

#### First Aid

- 34.05 The Employer will offer First Aid and CPR courses to all employees in order to meet and comply with the requirements under the *Safety Act* and regulations, including refresher courses required to maintain valid First Aid and CPR certificates at no cost to the employees. Employees shall take First Aid and CPR training during working hours.
- 34.06 The Employer will ensure that First Aid facilities at the worksite will be organized and maintained with such equipment and supplies as prescribed by the *Safety Act* and regulations.

#### Transportation of Injured Workers

- 34.07 The Employer shall provide, at no expense to the employee, appropriate transportation to the nearest medical facility, and from there to his/her home or place of work depending on the decision of the attending medical practitioner, when such services are immediately required by an employee as a result of injury or serious ailment occurring in the workplace.

#### Accident and/or Injury Reports

- 34.08 Upon request an employee is entitled to copies of his/her accident and/or injury reports on file with the Employer.

### Workplace Hazardous Materials Information Systems

- 34.09 The Employer shall facilitate the identification and labelling of new or presently used chemicals, substances or equipment present in the workplace including existing or potential hazards, precautions and antidotes or procedures to be followed following exposure.
- 34.10 The Employer will offer Workplace Hazardous Material Information Systems (WHMIS) training at the Employer's expense to ensure that all employees hold a valid certificate. The Employer shall provide WHMIS training during working hours.

### First Aid Training

- 34.11 The Employer will encourage employees to take first aid courses and will assume the costs of such courses and also the costs of refresher courses required to maintain the validity of a certificate. Employees taking first aid training in Baker Lake shall be paid straight time pay for the hours in attendance at said training.

### Protective Clothing

- 34.12 Items of protective clothing and/or safety equipment which the *Workers' Safety and Compensation Commission* requires the Employer to provide to designated occupational groups shall be provided by the Employer to employees in such groups.

### Provision of Safety Act

- 34.13 The Employer shall make available to employees an updated copy of the *Safety Act* and regulations.

## **Article 35**

### **Civil Liability**

- 35.01 If an action or proceeding is brought against any employee or former employee covered by this Agreement for an alleged tort committed by him/her in the performance of his/her duties, then:
- (a) the employee, upon being served with any legal process, or upon receipt of any action or proceeding as hereinbefore referred to, being commenced against him, shall advise the Employer of any such notification or legal process;
  - (b) the Employer shall pay any damages or costs awarded against any such employee in any such action or proceedings and all legal fees, provided the conduct of the employee which gave rise to the action did not constitute a gross disregard or neglect of his duty as an employee, and/or;
  - (c) the Employer shall pay or ensure it is paid by another agency any sum required to be paid by such employee in connection with the settlement of any claim made against such employee, provided the conduct of the employee which gave rise to the action did not constitute a gross disregard or neglect of his duty as an employee. The employee shall not enter into any settlement agreement without the express written

authority of the Employer and if he does enter into such settlement agreement without proper authorization he agrees to waive any rights provided to him under this Article.

- (d) Upon the employee notifying the Employer in accordance with paragraph (a) above, the Employer and the employee shall forthwith meet and appoint counsel that is mutually agreeable to both parties. Should the parties be unable to agree on counsel that is satisfactory to both, then the Employer shall unilaterally appoint counsel. The Employer accepts full responsibility for the conduct of the action and the employee agrees to cooperate fully with appointed counsel.

### **Article 36** **Cooling Off Period – 2 Working Days**

- 36.01 An employee who wilfully terminated his employment as a result of a misunderstanding or argument shall be allowed to return to work and remain employed if he does so within three (3) working days, excluding the day of the incident. This provision shall apply only once per employee per term of agreement.

### **Article 37** **Lay-off and Job Security**

- 37.01 Lay-offs will be made when necessary on the basis of the reverse order of seniority and qualifications within the affected classification (i.e. employees with the least seniority within the classification will be laid off first providing those remaining have the qualifications to perform the work.)
- 37.02 A person ceases to be a lay-off if he is not appointed to a position within twelve (12) months from the date on which he became a lay-off.
- 37.03 Before an employee is laid off he shall be given written notice of not less than:
  - (a) two (2) weeks, if the employee has been employed by the Employer for less than three (3) years, and
  - (b) an additional week for each additional year of employment, to a maximum of eight (8) weeks.
  - (c) The above notice shall not apply where the employee is temporarily laid off from work.
- 37.04 Recall from lay-off shall be made on the basis of seniority and qualifications (i.e. the senior employee who has the required qualifications for the job, will be recalled first).
- 37.05 The Employer shall give notice of recall personally or by registered mail.

- (a) Where notice of recall is given personally, the Employer shall deliver in duplicate a letter stating that the employee is recalled. In this instance, notice of recall is deemed to be given when served.
  - (b) Where notice of recall is given by registered mail, notice is deemed to be given three (3) days from the date of mailing.
- 37.06 The employee shall return to work within fourteen (14) calendar days of receipt of notice of recall, unless, on reasonable grounds he is unable to do so.

## **Article 38**

### **Apprentices**

38.01 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 "Apprentice Training Schedule" 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 Journeyman rate, as follows:

#### 4-Year Training Programs

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

#### 3-Year Training Programs

Level 1	60%
Level 2	70%
Level 3	80%

- (e) Apprentices shall be entitled to the benefits and terms and conditions of employment outlined in the current collective agreement while they are working for the Employer.
- (f) Apprentices may, at the sole discretion of the Employer, receive some of the benefits and terms and conditions of employment outlined in the collective agreement while attending Trade School. Any such monies paid shall be repaid by the employee upon

return to work in accordance with Article 24.12 (Pay Recovery). Such benefits shall not be unreasonably withheld or denied

- (g) Where an apprentice fails after two (2) attempts to successfully complete a trade training course, a recommendation may be made to the Superintendent of the Apprenticeship Board to cancel his contract and the apprentice may be terminated.
- (h) Upon successful completion of the Apprenticeship Program, the Employer will make every reasonable effort to provide the apprentice with a permanent full-time position in the area of his trade. All time spent as an apprentice shall count toward service.

## **Article 39**

### **Maintenance Employees**

39.01 The provision of this Article shall apply to all positions in the Maintenance classifications.

#### **Wash-up Time**

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

#### **Work Clothing and Protective Equipment**

39.03 The Employer shall provide the following items of protective clothing for Maintenance Employees:

- (a) summer and winter coveralls – one (1) pair of insulated winter coveralls annually in November and two (2) pairs of summer coveralls annually, one (1) pair in April and one (1) pair in July;
- (a) summer and winter work gloves, to be replaced when worn or damaged.

39.04 The Employer shall conduct an annual inspection to review and assess all on site tools and equipment used by employees to fulfill their work commitments. Defective or worn out equipment shall be repaired or replaced by the Employer. Any dispute shall be resolved by the Labour/Management Committee.

39.05 All Maintenance employees are required to wear Canadian Standards Association (CSA) approved safety footwear. Each employee shall be provided, once each fiscal year, with CSA approved safety footwear non-skid, with steel toes and steel plates in the soles.

#### **Tools**

39.06 When an employee wishes to purchase hand tools to perform his/her duties the Employer agrees to purchase, to a limit of two hundred dollars (200), the hand tools for the employee and then deduct from the employee's wages, over a period of time to be mutually agreed upon, the price of the hand tools paid by the Employer.

- 39.07 The Employer agrees to replace worn out, or broken tools used and owned by Journeymen and Apprentices in the regular performance of their work. Whenever replacement is made, the new tool will be of a similar quality as the initial tool. In situations where highly specialized tools not normally associated with a Journeyman's tool kit are required, they will be provided by the Employer, who will retain ownership of them. If the employee is using the tools away from the Employer worksite, the replacement costs will be pro-rated according to the division of time where the tools are used elsewhere. Any dispute will be resolved by the Labour/Management Committee.

## **Article 40**

### **Pension and Benefits Plans**

- 40.01 The following Northern Employee Benefits Services ("NEBS") plans shall be provided to all eligible employees: New hires are eligible for benefits after six (6) months
- (a) Pension Plan;
  - (b) Group Benefit Plan (i.e. Basic Group Life Insurance, Accidental Death & Dismemberment, Dependents Insurance, and Long Term Disability).
- 40.02 The NEBS Extended Health Care and Dental Insurance plans are optional plans available to each individual eligible employee.
- 40.03 All issues concerning eligibility for pension and benefit plans, contributions and premiums payable for these plans, and entitlements to benefits under these plans shall be determined by NEBS.

## **Article 41**

### **Housing Allowance**

#### **Housing**

- 41.01 Full-time employees residing in privately owned housing or renting a dwelling, the rent of which is unsubsidized shall receive a housing allowance of Five Thousand Eight Hundred twenty five dollars (5825.00) per year. The housing allowance shall increase on April 1 of each year of the collective agreement as follows: April 1 2014- 2.5%, April 1, 2015 3.0%, April 1, 2016 3%. Housing allowance shall be divided by 2080 for employees whose normal hours of work are eight (8) hours per day resulting in 2.80 per hour; and by 1950 hours for employees whose normal hours of work are seven and one-half (7½) hours per day resulting in 2.98 per hour. These hourly rates shall be applied to all regular hours paid.
- 41.02 Housing allowance shall be only given to one person per household where two or more members of a household work for the Employer.

## **Article 42**

### **Settlement Allowance**

- 42.01 The Employer shall pay each employee a settlement allowance based on 9,150 per year, which shall be divided by 2080 for employees whose normal hours of work are eight (8) hours per day resulting in 4.39 per hour; and by 1950 hours for employees whose normal hours of work are seven and one-half (7½) hours per day resulting in 4.69 per hour. These hourly rates shall be applied to all regular hours paid. The Settlement Allowance shall increase on April 1 of each year of the collective agreement as follows: April 1 2014- 2.5%, April 1, 2015 3.0%, April 1, 2016 3%

### **Article 43**

#### **Weather Conditions**

- 43.01 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 their full day's pay.
- 43.02 Where weather conditions are such that an employee is unable to report for work as a result of adverse weather conditions, he shall be paid as if he had worked.

If adverse weather conditions clear up during an employees normal hours of work, the employee shall report for duty and continue working, at straight time rates, until the earlier of their normal hours of work are completed or 8:00 p.m.

#### **Emergency Conditions**

- 43.03 Except in emergency conditions, the employees shall not be required to work under adverse weather conditions.
- 43.04 An employee required to work in an emergency under extreme adverse weather conditions will be paid at time and one-half (1-1/2) for all hours worked outside under these conditions.
- 43.05 Adverse weather conditions exist when the Employer notifies the employees of closure prior to start time.

### **Article 44**

#### **Technological Change**

- 44.01 Both parties recognize the overall advantages of technological change. Both parties will therefore encourage and promote technological change and improvements.
- 44.02 With this in view, and recognizing the extensive lead time required for the selection, installation and providing of sophisticated equipment, the Employer agrees to provide as much advance notice as is practicable but not less than one hundred and twenty (120) days 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 Employer agrees to consult with the Union with a view to resolving problems, which may arise as a result of the introduction of such technological change.
- 44.03 In cases where employees may require retraining the Employer will make every reasonable effort to offer training courses.



## **Article 45**

### **Casual and Term Employees**

#### **Casual Employees**

- 45.01 The Employer may hire casual employees for work of a temporary nature not exceeding four (4) months.
- 45.02 A casual employee shall receive four percent (4%) vacation pay.
- 45.03 Casual employees shall be entitled to all provisions of this Agreement, except:
- (a) Article 14 – Seniority;
  - (b) Article 17 – Leave – General;
  - (c) Article 18 – Vacation Leave;
  - (d) Article 19 – Special Leave;
  - (e) Article 20 – Sick leave;
  - (f) Article 21 – Other Types of Leave;
  - (g) Article 25 – Reporting Pay and Standby;
  - (h) Article 36 – Cooling Off Period – 2 Working Days;
  - (i) Article 37 – Lay-off and Job Security;
  - (j) Article 39 – Maintenance Employees;
  - (k) Article 40 – Pension and Benefit Plans;
  - (l) Article 41 – Housing Allowance.

#### **Term Employees**

- 45.04 The Employer may hire term employees for a fixed period in excess of four (4) months after advertising the temporary job opening.
- 45.05 A term employee hired for a period of less than eight (8) months shall receive four percent (4%) vacation pay, and shall be entitled to all other provisions of this Agreement, except:
- (a) Article 14 – Seniority;
  - (b) Article 17 – Leave – General;
  - (c) Article 18 – Vacation Leave;

- (d) Article 19 – Special Leave;
- (e) Article 20 – Sick leave;
- (f) Article 21 – Other Types of Leave;
- (g) Article 25 – Reporting Pay and Standby;
- (h) Article 36 – Cooling Off Period – 2 Working Days;
- (i) Article 37 – Lay-off and Job Security;
- (j) Article 39 – Maintenance Employees;
- (k) Article 40 – Pension and Benefit Plans;
- (l) Article 41 – Housing Allowance.

45.06 A term employee hired for a period of eight (8) months or more shall be entitled to all provisions of this Agreement.

## **Article 46** **Outside Employment**

### **Employment Outside Regularly Scheduled Hours of Duty**

- 46.01 Where an employee wishes to carry on any business or employment outside his regularly scheduled hours of duty he shall notify the Employer in writing of the nature of such business or employment and shall not commence such business or employment without the consent of the Employer. The employee shall interpret no written notice within ten (10) working days as consent.
- 46.02 When the Employer does not consent to an employee's engagement in business or employment outside his regularly scheduled hours of duty such employee will be notified in writing together with the reason for withholding such permission and recourse to the grievance procedure may be taken.
- 46.03 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 his outside interests;
  - (b) and certain knowledge and information available only to Employer personnel place the individual in a position where he can exploit the knowledge or information for personal gain.

## **Article 47** **Vehicle Plug-in Reimbursement**

- 47.01 Employees who are required to bring a vehicle home at night between November 1<sup>st</sup> and March 31<sup>st</sup> and who are private homeowners shall be paid an allowance of fifteen dollars (1500) per night to offset the cost of power for vehicle plug-in. Employees who are not private homeowners shall receive 50% of this allowance.

## **Article 48**

### **Social Justice Fund**

- 48.01 The Employer shall contribute one cent (1¢) per regular 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 quarterly (or annually), and such contributions shall be remitted to the PSAC National Office.
- 48.02 It is clearly understood that this Fund is to be utilized strictly for the purposes specified in the PSAC Social Justice Fund Charter.

## **Article 49**

### **Education and Professional Development Leave**

#### **Education Leave**

- 49.01 With the prior approval of the Employer, an employee with at least three (3) years of continuous service may be granted education leave where an employee wishes to take advantage of supplementary courses such as professional, technical or academic training.
- 49.02 The Employer recognizes the usefulness of both short-term education leave (for up to six (6) months in duration), and long-term education leave for a period of up to one (1) year with the possibility of renewal by mutual agreement.
- 49.03 Applications for short-term education leave must normally be submitted to the Employer at least four (4) months prior to the date the program is scheduled to commence. In the case of long-term education leave, applications must be received by the Employer prior to a deadline of February 1st for a course scheduled to commence the following September. For courses commencing in the winter or spring term, the deadline for receipt of applications will be September 1st of the previous year. All applications must be accompanied by a statement outlining the field of study, the program to be followed and the value of the leave to the employee and to the Employer. If the short-term or long-term education leave involves study at an academic or vocational institution, an employee must show proof of acceptance by the Institution prior to commencing the leave.
- 49.04 The Employer may provide assistance when an employee is granted education leave.
- 49.05 As a condition to the granting of education leave, an employee shall give a written undertaking prior to commencement of the leave to return to the service of the Employer for a period at least equal to the period of the leave granted.
- 49.06 The employee shall repay the Employer all assistance provided to him or her during the education leave or a lesser sum on a pro-rated basis if the employee:

- (a) fails to complete the approved program of studies without justifiable reasons;
- (b) does not resume employment with the Employer following completion of the program; or,
- (c) ceases to be employed before termination of the period he or she has undertaken to serve after completion of the program.

49.07 On completion of the education leave, the employee shall be returned to their original position at a rate of pay not lower than the position held immediately prior to the commencement of the leave. In the event that the position has been eliminated, the employee shall be returned to a position that is mutually agreeable both to the employee and Employer but not at a lower rate of pay than the rate of pay for the position held immediately prior to the commencement of the leave.

#### Professional Development Leave

49.08 Professional development refers to an activity, which in the opinion of the Employer is likely to be of assistance to the individual in furthering his or her professional development and to the organization in achieving its goals. The following activities shall be deemed to be part of professional development:

- (a) a course or workshop given by the Employer;
- (b) a course or workshop offered by a recognized institution or instructor;
- (c) a research program carried out in a recognized institution;
- (d) a conference, symposium, seminar, convention or study session in a field related to the employee's work.

49.09 Where an employee's application for professional development has been approved by the Employer, the employee shall be considered on duty if he or she remains in Baker Lake during the activity and on duty travel if it takes place outside of Baker Lake.

49.10 Employees taking professional development training outside of Baker Lake shall be reimbursed for all reasonable travel and other expenses incurred by him or her.

#### 49.11 Examination Leave

49.11 With approval of the Employer, leave with pay may be awarded to an employee for the period of time required to write exams for educational courses approved by the Employer. Such leave will not be unreasonably withheld.

## **Article 50**

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

#### **Re-opener of Agreement**

- 50.01 This Agreement may be amended by mutual consent.

#### **Mutual Discussions**

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

## **Article 51**

### **Duration and Renewal**

- 51.01 The term of this Agreement shall be from April 1, 2014 until March 31, 2017. The terms of this Agreement shall come into effect on date of ratification, unless another date has been agreed.
- 51.02 Notwithstanding Article 51.01, the provisions of this Agreement, including the provisions for the adjustment of disputes in Article 31, shall remain in effect during the negotiations for its renewal, and until either a new collective agreement becomes effective, or until the provisions of Section 89(1) of the *Canada Labour Code* have been met.
- 51.03 Either party to this Agreement may, within the period of four (4) months immediately preceding the date of expiration of the term of this Agreement, by written notice, require the other party to this Agreement to commence collective bargaining with a view to the conclusion, renewal or revision of this Agreement in accordance with Section 49(1) of the *Canada Labour Code*.
- 51.04 Where notice to bargain collectively has been given under Article 51.03, the Employer shall not alter the rates of pay or any term or condition of employment or any right or privilege of the employees, or any right or privilege of the Union until a renewal or revision of this Agreement has been concluded, or until the provisions of Section 89(1) of the *Canada Labour Code* have been met, unless the Union consents to the alteration of such a term or condition, or such a right or privilege.



### Letter of Understanding

It has been agreed by the Union and the Employer that David Pupik and Barney Kalluk shall be compensated on the basis of the Maintenance Clerk classification for as long as they continue to be employed as Trades Helpers. David Pupik shall be placed on Step 6 and Barney Kalluk at Step 4 of Classification Level starting at:

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
24.71	25.87	27.07	28.33	29.65	30.54

All increases and increments shall be applied as per the memorandum of agreement





## Appendix A – Rates of Pay

Effective April 1, 2014 Increased by 2.5%

Pay Steps	1	2	3	4	5	6
Job Title/ Classification						
<b><u>ADMINISTRATION</u></b>						
Finance Officer	28.78	29.54	30.41	31.27	32.19	33.14
Tenant Relations Officer	28.78	29.54	30.41	31.27	32.19	33.14
Tenant Relations Assistant	25.33	26.52	27.75	29.04	30.39	31.30
Administration Clerk	25.33	26.52	27.75	29.04	30.39	31.30
Junior	18.34	18.88	19.44	20.04	20.65	21.27
<b><u>MAINTENANCE</u></b>						
Maintenance Manager	43.21	44.31	45.44	46.60	47.80	49.41
Foreman	34.29	35.29	36.36	37.43	38.56	39.71
Housing Maintenance						
Service Person	32.71	33.80	34.86	35.98	37.17	38.27
Painter	32.71	33.80	34.86	35.98	37.17	38.27
Oil Burner Mechanic/						
Warehouseman	34.82	35.96	37.17	38.37	36.69	40.88
Carpenter	35.49	37.14	38.37	39.71	41.04	42.26
Plumber/Electrician	36.25	37.49	38.80	40.44	41.54	42.78
Maintenance Clerk	25.33	26.52	27.75	29.04	30.39	31.30
Trades Helper	19.10	19.68	20.25	20.85	21.42	22.06
Casual Employee	18.63					

## Appendix A – Rates of Pay

Effective April 1, 2015 Increased by 3.0 %

Pay Steps	1	2	3	4	5	6
JobTitle/ Classification						
<u>ADMINISTRATION</u>						
Finance Officer	29.64	30.53	31.32	32.21	33.16	34.13
Tenant Relations Officer	29.64	30.53	31.32	32.21	33.16	34.13
Tenant Relations Assistant	26.09	27.32	28.58	29.91	31.30	32.24
Administration Clerk	26.09	27.32	28.58	29.91	31.30	32.24
Janitor	18.89	19.36	20.02	20.64	21.27	21.91
<u>MAINTENANCE</u>						
Maintenance Manager	44.51	45.64	46.80	48.00	49.23	50.89
Foreman	35.32	36.35	37.45	38.55	39.72	40.90
Housing Maintenance						
Service Person	33.69	34.81	35.91	37.06	38.29	39.42
Painter	33.69	34.81	35.91	37.06	38.29	39.42
Oil Burner Mechanic/						
Warehouseman	35.86	37.04	38.29	39.52	37.79	42.11
Carpenter	36.55	38.25	39.52	40.90	42.27	43.53
Plumber/Electrician	37.34	38.61	39.96	41.65	42.79	44.06
Maintenance Clerk	26.09	27.32	28.58	29.91	31.30	32.24
Trades Helper	19.67	20.27	20.86	21.48	22.06	22.72
Casual Employee	19.19					

## Appendix A – Rates of Pay

Effective April 1, 2016 Increased by 3.0 %

Pay Steps	1	2	3	4	5	6
JobTitle/ Classification						
<u>ADMINISTRATION</u>						
Finance Officer	30.53	31.45	32.26	33.18	34.15	35.15
Tenant Relations Officer	30.53	31.45	32.26	33.18	34.15	35.15
Tenant Relations Assistant	26.87	28.14	29.44	30.81	32.24	33.21
Administration Clerk	26.87	28.14	29.44	30.81	32.24	33.21
Unitor	19.46	20.04	20.62	21.26	21.91	22.57
<u>MAINTENANCE</u>						
Maintenance Manager	45.85	47.01	48.20	49.44	50.71	52.42
Foreman	36.38	37.54	38.57	39.71	40.91	42.13
Housing Maintenance						
Service Person	34.70	35.85	36.99	38.17	39.44	40.60
Painter	34.70	35.85	36.99	38.17	39.44	40.60
Oil Burner Mechanic/						
Warehouseman	36.94	38.15	39.44	40.71	38.92	43.37
Carpenter	37.65	39.60	40.71	42.13	43.54	44.84
Plumber/Electrician	38.46	39.77	41.16	42.90	44.07	45.38
Maintenance Clerk	26.87	28.14	29.44	30.81	32.24	33.21
Trades Helper	20.26	20.88	21.49	22.12	22.72	23.40
Casual Employee	19.77					



Signed in Baker Lake , Nunavut May 23, 2014 by the parties

**Baker Lake Housing Association**

**Public Service Alliance of Canada**



Jack Bourassa

Regional Executive Vice-President PSAC North



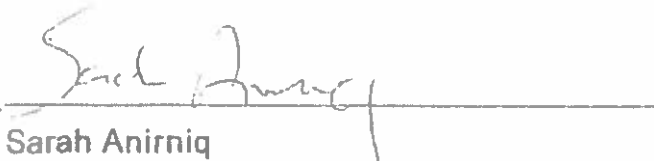
Freda Kudloo

Committee Member



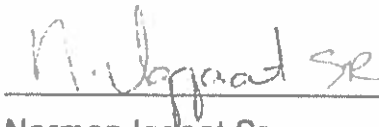
Timothy Tunguaq

Council Member



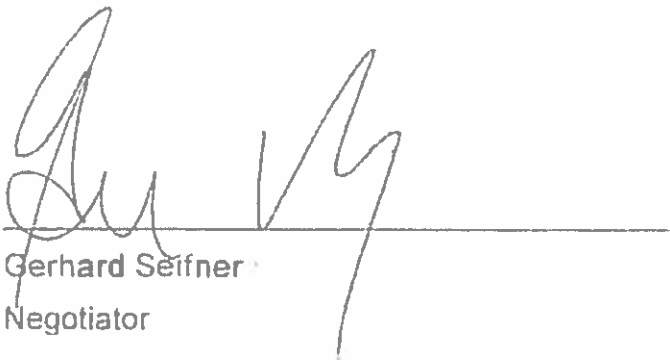
Sarah Anirniq

Housing Manager



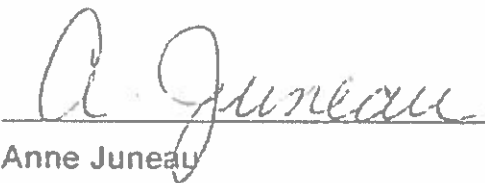
Norman Iqqaat Sr.

Committee Member



Gerhard Seifner

Negotiator



Anne Juneau

Negotiator

