

# Collective Agreement

between

**Public Service Alliance of Canada**  
(as represented by its agent Nunavut Employees Union)

and

**Chesterfield Inlet Housing Association**

Effective From: October 1, 2018  
To: September 30, 2021

Nunavut Employees Union  
P.O. Box 869,  
Iqaluit NU XOA OHO

Chesterfield Inlet Housing Association  
P.O. Box3  
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## **Article 1 - Purpose of Agreement**

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

## **Article 2 - Interpretation and Definitions**

- 2.01 For the purpose of this Agreement:
- (a) "Abandonment of Position" occurs when an employee has not reported for work, for a period of three (3) consecutive work days, except where due to circumstances beyond the Employee's control. 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 their regular remuneration payable for the performance of the duties of their position;
  - (e) "Bargaining Unit" means all employees of the Employer excluding the Secretary/Manager and the Board of Directors as certified by the Canada Labour Relations Board on February 10<sup>th</sup>, 1984;
  - (f) "Continuous Employment" and "Continuous Service" mean uninterrupted employment with the Employer; and,
    - (i) with reference to re-appointment of a lay-off the employment in the position held by the employee at the time the employee was laid off, and the employee's employment in the position to which the employee is appointed shall constitute continuous employment;

- (ii) where an employee ceases to be employed for a reason other than dismissal, abandonment of position or rejection on probation, and is re-employed within a period of three months, their periods of employment for purposes of sick leave, vacation leave and travel benefits shall be considered as continuous employment with the Employer;
- (g) "Casual Employee" means a person employed by the Employer for work of a temporary nature;
- (h) A "Common-law spouse" relationship is said to exist when, for a continuous period of at least one year, an employee has lived with a person, publicly represented that person to be the employee's spouse, and lives and intends to continue to live with that spouse as if that person were the employee's spouse;
- (i) "Lieu time" means leave with pay taken in lieu of a cash payment;
- (g) "Committee" means the Labour/Management Committee;
- (k) "Day of Rest" in relation to an employee means a day other than a Designated Paid Holiday on which that employee is not ordinarily required to perform the duties of the employee's position other than by reason of the employee being on leave of absence;
- (l) "Demotion" means the appointment of an employee for reasons of incompetence or incapacity, to another position for which the maximum pay is less than that of the employee's former position;
- (m) "Dependent" means a person who is:
  - (i) that employee's spouse (including common-law);
  - (ii) a child, including step-child and adopted child who:
    - 1) is under nineteen (19) years of age and dependent upon the employee for support, or
    - 2) being under twenty-one (21) years of age and dependent on the employee by reason of full time attendance at an educational institution, or,
    - 3) who is wholly dependent upon the employee for support by reason of mental or physical infirmity;
- (n) "Double time" means twice the straight-time rate;
- (o) "Employee" means a person employed by the Employer who is a member of the Bargaining Unit and includes:
  - (i) "full-time employee", which means a person employed on a continuing basis for an indeterminate period;

- (ii) "part-time employee" which means a person employed on a continuing basis for less than a standard work day, week or month for an indeterminate period.

Summer students who are hired by the Employer under programs where the Employer receives funding for these students shall not be included in the Bargaining Unit;

- (p) "Employer" the Chesterfield Inlet Housing Association;
- (q) "Fiscal Year" means the period of time from April 1<sup>st</sup> in one year to March 31<sup>st</sup>, in the following year;
- (r) "Grievance" means a complaint in writing that an employee, group of employees, or the Union submits to the Employer, or that the Employer submits to the Union, to be processed through the grievance procedure;
- (s) "Designated Paid Holiday" means the twenty-four (24) hour period commencing at 12:00 midnight at the beginning of a day identified as a Designated Paid Holiday in this Agreement;
- (t) "Leave of Absence" means absence from duty with the Employer's permission;
- (u) "Manager" means the Secretary-Manager of the Employer;
- (v) "May" shall be regarded as permissive and "Shall" and "Will" as imperative;
- (w) "Membership Fees" means the fees established pursuant to the By-Laws of the Union as the fees payable by the members of the Bargaining Unit and shall not include any initiation fees, insurance premiums or any other levy;
- (x) "Overtime" means work performed by an employee before or after or in excess or outside of the employee's 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;
- (y) "Probation" means a period of six (6) months from the day upon which an employee is first appointed to the Employer or a period of three (3) months after an employee has been transferred or promoted. If an employee does not successfully complete the employee's probationary period on transfer or promotion the Employer will make every reasonable effort to appoint the employee to a position comparable to the one from which the employee was transferred or promoted;
- (z) "Promotion" means the appointment of an employee to a new position, the maximum rate of pay of which exceeds that of the employee's former position;

- (aa) (i) "Daily rate of pay" means an employee's hourly rate of pay multiplied by the employee's daily hours of work as set out in Schedule A;
- (ii) "Weekly rate of pay" means an employee's daily rate of pay multiplied by five (5); and,
- (iii) "Annual rate of pay" means an employee's weekly rate of pay multiplied by 52.176;
- (bb) "Representative" means an employee or some other individual who has been elected or appointed as a steward or who represents the Union at meetings with management and who is authorized to represent the Union;
- (cc) "Straight-time rate" means the hourly rate of pay;
- (dd) "Time and one-half" means one and one-half times the straight time rate;
- (ee) "Transfer" means the appointment of an employee to a new position, that does not constitute a promotion or demotion;
- (ff) "Week" for the purposes of this Agreement shall be deemed to commence at 12:01 a.m. on Monday and terminate at midnight on Sunday;
- (gg) "Union" means the Public Service Alliance of Canada as represented by its agent Nunavut Employees Union.

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

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

### **Article 3 - Recognition**

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

3.02 The Employer will advise prospective employees prior to their employment that the Employer is a unionized workplace.

### **Article 4 - Application**

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

- 4.02 The Employer and the Union shall share equally the costs associated with the printing and distribution of the Agreement. The Union will facilitate said printing and distribution. If an Inuktitut version of this Agreement is requested, the Union and the Employer will share equally all costs associated with the translation of this Agreement. In the case of any dispute between the versions of this Agreement, the English version shall govern.
- 4.03 Part-time employees shall be entitled to all eligible benefits provided under this Agreement in the same proportion as their weekly hours of work compare to the standard workweek.
- 4.04 In the event that any law passed by Parliament or the Nunavut Legislative Assembly, renders null and void or alters any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement. When this occurs the Agreement shall be re-opened upon the request of either party and negotiations shall commence with a view to finding an appropriate substitute of equal value for the annulled or altered provision. Any dispute arising from such negotiations may be referred to arbitration by either party.

#### Conflict of Provisions

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

### **Article 5 - Reserved for Future Use**

### **Article 6 - Strikes and Lockouts**

- 6.01 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 during the term of this Agreement.
- 6.02 Any employee who participates in any interruption or impeding of work, work stoppage, strike, sit-down, slow-down, or any other interference with production may be disciplined by the Employer; however such discipline may be the subject of a grievance.

## **Article 7 - Managerial Responsibilities**

- 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 assignment of duties, and to suspend, discharge, or otherwise discipline employees for just cause.
- 7.02 Management shall exercise its rights in a manner that is fair, reasonable and consistent with the terms of this agreement.

## **Article 8 - No Restriction on Outside Employment**

- 8.01 Subject to Article 8.02, an employee may carry on any business or employment outside the employee's regularly scheduled hours of duty provided such business or employment does not interfere with their Employer duties.
- 8.02 Employees are prohibited from carrying on any business or employment outside their regularly scheduled hours of duty when such business or employment is such that:
- (a) a conflict of duties may develop between an employee's regular work and the employee's outside interests; or
  - (b) certain knowledge and information available only to Employer personnel place the individual in a position where the employee can exploit the knowledge or information for personal gain.

## **Article 9 - Employer Policies**

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

## **Article 10 - Union Access to Employer Premises**

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

## **Article 11 - Appointment of Representatives**

- 11.01 The Employer acknowledges the right of the Union to appoint employees as Representatives. The Union will provide the Employer with the name of its Representative and alternates within a reasonable period. The Employer is not required to recognize a representative until such time as notice in accordance with this Article is provided.

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

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

12.03 When operational requirements permit, the Employer will grant leave without pay to:

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

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

12.05 For the purposes of all 'leave without pay' described in Article 12, the Employer shall ensure that the Employee is paid their full salary, benefits, pension contributions, annual increments, salary increases, and continuous employment. The Employer shall invoice the Union for the salary, benefits and pension cost for the leave.

#### Time-off for Representatives

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

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

#### Leave for Union Office

12.08 An employee elected as a paid officer of the executive of the Union, the Alliance or the Northern Territories Federation of Labour shall, upon application, be granted leave of absence for the term of office. During the leave of absence such employees shall maintain all accumulated rights and benefits to which they are entitled under the Agreement.

12.09 Such employees shall advise the Employer as soon as possible when an extension of their leave of absence is applicable due to re-election.

12.10 Upon termination of their leave of absence such employees shall be offered, at a minimum, the position they held with the Employer at the commencement of their leave. When such employees wish to invoke this Article they shall provide the Employer with three month notice of their intent to do so.

- 12.11 Notwithstanding Article 12.10, the Employer may make an offer of employment to such employees to a position inside the Bargaining Unit should they bid on a competition and be the successful candidate.
- 12.12 Such employees will retain their seniority, but shall not accrue further seniority during their leave of absence.
- 12.13 Upon reasonable notification, the Employer shall grant leave without pay to a Union Representative seconded for a minimum period of one week to serve in a full-time paid Union executive position.

### **Article 13 - Union Membership Fees Deduction**

- 13.01 The Employer will deduct an amount equal to the amount of Membership Fees from the pay of all employees in the Bargaining Unit.
- 13.02 The Alliance shall inform the Employer in writing of the Membership Fees to be deducted for each employee within the Bargaining Unit.
- 13.03 For the purpose of applying Article 13.01, deductions from pay for each employee will occur on a bi-weekly basis.
- 13.04 For the duration of this Agreement, no employee organization, other than the Alliance, shall be permitted to have Membership Fees deducted by the Employer from the pay of the employees in the Bargaining Unit.
- 13.05 The amounts deducted in accordance with Article 13.01 shall be remitted to the Comptroller of the Alliance, 233 Gilmour Street, Ottawa, Ontario, K2P OP1 within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on their behalf.
- 13.06 Subject to the approval of the Employer, where the Employee requests that the Employer make payroll deductions for other purposes, and the Employee puts that request in writing, the Employer shall make those deductions from the Employee's pay.
- 13.07 The Alliance agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer.
- 13.08 The Employer agrees to identify annually on each employee's T-4 slip the total amount of Membership Fees deducted for the preceding year.

## **Article 14 - Information**

- 14.01 (a) The Employer agrees to provide the Union on a monthly basis, with information concerning the identification of each employee in the Bargaining Unit. This information shall include the name, position title, location, classification, rate of pay, continuous service date, social insurance number and employment status of all employees in the Bargaining Unit.
- (b) The Employer shall indicate which employees have been recruited or transferred and those employees who have been struck off strength during the period reported.
- 14.02 The Employer shall provide each employee with a copy of the Agreement.
- 14.03 The Employer agrees to provide each new member of the Bargaining Unit with a copy of the Agreement upon the employee's appointment.

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

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

## **Article 16 - Designated Paid Holidays**

- 16.01 (a) The following days are Designated Paid Holidays for employees covered by this Agreement:
- (i) New Year's Day;
  - (ii) Good Friday;

- (iii) Easter Monday;
  - (iv) The day fixed by proclamation of the Governor in Council for the celebration of the Birthday of the Sovereign;
  - (v) Canada Day;
  - (vi) Nunavut Day;
  - (vii) The first Monday in August, or another day fixed by order of Nunavut Commissioner;
  - (viii) Labour Day;
  - (ix) The day fixed by Order of the Commissioner as a general day of Thanksgiving;
  - (x) Remembrance Day;
  - (xi) Christmas Day;
  - (xii) Boxing Day;
  - (xiii) One additional day when proclaimed by an Act of Parliament as a National Holiday;
  - (xiv) One day to be taken in accordance with "Hamlet Day" in Chesterfield Inlet;
- (b) Where the Nunavut Commissioner agrees to provide the majority of employees in Chesterfield Inlet with time off in support of a community function, those employees who are unable to take advantage of the time off because of operational requirements, will be paid at the overtime rate for hours worked during that period.
- (c) Article 16.01 does not apply to an employee who is absent without pay on both the working day immediately preceding and the working day following the Designated Paid Holiday, except with the approval of the Board of Directors of the Employer .

Designated Paid Holiday Falling on a Day of Rest

- 16.02 When a Designated Paid Holiday under Article 16.01 coincides with an employee's day of rest, the Designated Paid Holiday shall be moved to the employee's first working day following the employee's day of rest.
- 16.03 When a Designated Paid Holiday for an employee is moved to another day under the provisions of Article 16.02:
- (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.
- 16.04 When the Employer requires an employee to work on a Designated Paid Holiday the employee shall be paid in addition to the pay that the employee would have been granted had the employee not worked on the Designated Paid Holiday:
- (a) at the appropriate overtime rate, or
  - (b) an equivalent combination of cash and a day of leave at a later date convenient to both the employee and the Employer.
- 16.05 Where a Designated Paid Holiday for an employee falls within a period of leave with pay, the Designated Paid Holiday shall not count as a day of leave.
- 16.06 At the request of the employee, and where the operational requirements of the Employer permit, an employee shall not be required to work both Christmas and New Year's Day.
- 16.07 An employee who is not required to work on a Designated Paid Holiday shall not be required to work on another day that would otherwise be a non-working day in the week in which the Designated Paid Holiday occurs, unless the employee is paid at a rate at least equal to double the employee's regular rate of wages for the time worked by the employee on that day.

Christmas Shut-Down

- 16.08 In addition to the above-mentioned holidays, all employees shall be granted leave with pay for regular working days falling in the period between December 22 and January 1.

## Article 17 - Leave - General

- 17.01 When the employment of an employee who has been granted more vacation, sick leave or special leave with pay than the employee has earned is terminated due to death or layoff, (at any time after the employee has completed 1 (one) or more years of continuous employment) the employee shall be considered to have earned that amount of leave with pay granted to the employee.
- 17.02 When an employee is entitled to an allowance and is granted leave with pay, the employee is entitled during the employee's period of leave to continue to receive the allowance.
- 17.03 During the month of May in each year the Employer shall inform each employee in the Bargaining Unit in writing of the balance of the employee's special, sick and vacation leave credits as of the 31<sup>st</sup> day of March.
- 17.04 If at the end of the fiscal year, an employee's entitlement to vacation leave with pay includes a fractional entitlement of less or more than one-half day the entitlement shall be increased as follows:
- (a) to a half day if the fractional entitlement is less than one-half day;
  - (b) to a full day if the fractional entitlement is more than one-half day.
- 17.05 When the Employer rejects an employee's application for leave, the reasons for the rejection shall be provided to the employee in writing upon the request of the employee.
- 17.06 An employee's request for any leave shall be responded to by the Employer as soon as the Employer can practically do so, but in any case shall be responded to within four (4) weeks of application.
- 17.07 An employee who is on leave of absence without pay is not entitled to receive any pay, benefits or allowances for the period of leave without pay, unless this Agreement specifically provides otherwise.

## **Article 18 - Vacation Leave**

### Accumulation of Vacation Leave

- 18.01 (a) For each month of a fiscal year in which an employee receives ten (10) days' pay, they shall earn Vacation Leave at the following rates:
- (a) one and one-quarter ( $1 \frac{1}{4}$ ) days each month until the month in which the anniversary of the second (2<sup>nd</sup>) year of continuous service is completed;
  - (b) one and two thirds ( $1 \frac{2}{3}$ ) days each month commencing in the month after completion of two (2) years of continuous service and ending in the month that seven (7) years of continuous service is completed;
  - (c) two and one twelfth ( $2 \frac{1}{12}$ ) days each month commencing in the month after completion of seven (7) years of continuous service and ending in the month that twelve (12) years of continuous service is completed;
  - (d) two and one third ( $2 \frac{1}{3}$ ) days each month commencing in the month after completion of twelve (12) years of continuous service and ending in the month that seventeen (17) years of continuous service is completed;
  - (e) two and one half ( $2 \frac{1}{2}$ ) days each month commencing in the month after completion of seventeen (17) years of continuous service and ending in the month that twenty-one (21) years of continuous service is completed;
  - (f) two and two-thirds ( $2 \frac{2}{3}$ ) days each month commencing in the month after completion of twenty-one (21) years of continuous service and ending in the month that twenty-five (25) years of continuous service is completed;
  - (g) three (3) days each month commencing in the month after completion of twenty-five (25) years of continuous service.
- (b) Part-time employees
- (i) The accumulated service for part-time employees shall be counted for the improved vacation leave entitlements in paragraphs (b), (c), (d), (e), (f) and (g) of Article 18.01.

### Granting of Vacation Leave

- 18.02 In granting vacation leave with pay to an employee, the Employer shall make every reasonable effort:
- (a) to schedule vacation leave for all employees in the fiscal year in which it is earned;

- (b) not to recall an employee to duty after the employee has proceeded on vacation leave;
- (c) to grant the employee the employee vacation leave during the fiscal year in which it is earned at a time specified by the employee;
- (d) to grant the employee vacation leave for at least up to six (6) consecutive weeks depending upon their vacation entitlements when so requested by the employee;
- (e) to grant employees their vacation leave preference and, whereas between two or more employees who have expressed a preference for the same period of vacation leave, length of service with the Employer will prevail;
- (f) to give special consideration to employees with school aged children who wish to take their vacation leave during the school break;
- (g) to grant the employee their vacation leave when specified by the employee if the period of vacation leave is less than a week, providing the employee gives the Employer reasonable advance notice.

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

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

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

Carry-over Provisions

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

No Recall from Vacation Leave

18.05 There shall be no recall to work of an employee who is on vacation leave, except in the case of emergency.

18.06 When during any period of vacation leave an employee is recalled to duty, by the Employer, the employee shall be reimbursed for reasonable expenses the employee incurs:

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

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

- 18.07 The employee shall not be considered as being on vacation leave during any period in respect of which the employee is entitled under Article 18.06 to be reimbursed for reasonable expenses incurred by the employee.
- 18.08 Prior to the commencement of an employee's vacation, if the Employee requests in writing the Employer will provide the Employee with post-dated cheques for pay periods which occur during the Employee's period of vacation.

#### Leave When Employment Terminates

- 18.09 Where an employee dies or otherwise terminates their employment, (~~a~~) the employee or their estate shall, in lieu of earned but unused vacation leave, be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave by the daily rate of pay applicable to the employee immediately prior to the termination of the employee's employment.
- 18.10 An employee whose employment is terminated by reason of declaration that the employee abandoned their position is entitled to receive the payment referred to in Article 18.09. If after reasonable efforts the Employer is unable to locate the employee within six (6) months of termination, the employee's entitlement shall lapse.

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

#### Credits

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

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

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

- (a) The Manager shall grant special leave earned with pay for a period of up to five (5) consecutive working days:
  - (i) when there is a death in the employee's immediate family;
  - (ii) when an employee is to be married.
- (b) The Manager may grant an employee special leave with pay for a period of up to five (5) consecutive working days:
  - (i)
    - 1) where a member of the immediate family becomes ill (not including childbirth) and the employee is required to care for their dependents or the sick person;
    - 2) where a member of the immediate family residing outside the employee's community of residence becomes seriously ill.
  - (ii) where special circumstances not directly attributable to the employee prevent the employee reporting to duty, including:
    - 1) serious household or domestic emergencies; and,
    - 2) a transportation tie-up caused by weather if the employee makes every reasonable effort to report for duty;
  - (iii) in circumstances which are of general value to the Employer, such as where the employee:
    - 1) takes an examination which will improve the employee's position or qualifications in the Employer;
    - 2) attends their University Convocation, if the employee has been continuously employed for at least one (1) year;
    - 3) requires a medical examination for enlistment in the Canadian Forces or in connection with a veteran's treatment program.
  - (iv) Such leave shall not be unreasonably denied.
- (c) The Manager may grant an employee special leave with pay for a period of up to three (3) consecutive working days in the event of the death of the employee's son-in-law, daughter-in-law, brother-in-law, or sister-in-law.

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

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

Advance of Credits

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

Civic Leave

- 19.06 An employee shall be entitled to up to five (5) days civic leave with pay per year without deduction from special leave credits for the following activities:
- (a) Serious community emergencies, where the employee is required to render assistance;
  - (b) Attendance at a civil defence training or Reserve Forces training; or,
  - (c) Search and rescue activities
- 19.07 Employees may be granted special leave with pay to a maximum of four (4) hours for the following purposes:

Medical, Dental, Legal and School Appointments

- (a) Whenever it is necessary for an employee to attend upon their doctor, dentist, or lawyer or school during working hours the employee shall be granted special leave for these purposes.
  - (i) The Employer may grant an employee special leave for other purposes of a special or unusual nature.
  - (ii) Whenever it is necessary for an employee to escort a dependent to a doctor, dentist, lawyer or school appointment during working hours, and when that appointment cannot be scheduled outside working hours, the employee shall be granted special leave;
- (b) Employees may be granted special leave with pay to a maximum of one-half (1/2) day per occurrence where the employee's physician requires the employee to attend regular or recurring medical treatments and checkups when that treatment or checkup cannot be scheduled outside of working hours.

### Quarantine

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

### Elections

- 19.09 An employee shall be allowed four (4) hours to vote in Federal elections, three (3) hours for Territorial and Municipal election with no loss of pay.
- 19.10 The provisions of this Article do not apply to an employee who is on leave of absence without pay, or under suspension.

## **Article 20 - Sick Leave**

### Credits

- 20.01 An employee shall earn sick leave credits at the rate of one and one-quarter (1 1/4) days for each calendar month for which the employee receives pay for at least ten (10) days.
- 20.02 Subject to the remainder of this Article, all absences on account of illness on a normal working day shall be charged against an employee's accumulated sick leave credits.
- (a) when the period of absence is two-hours or less there shall be no charge;
  - (b) when the period of absence is more than two hours but less than six hours, one half day shall be charged;
  - (c) when the period of absence is six hours or more, one full day shall be charged.
- 20.03 Unless otherwise informed by the Employer an employee must sign a statement describing the nature of their illness or injury and stating that because of this illness or injury the employee was unable to perform their duties:
- (a) if the period of leave requested does not exceed three (3) working days, and
  - (b) if in the current fiscal year, the employee has not been granted sick leave on more than nine (9) days wholly on the basis of statements signed by the employee.
- 20.04 An employee is required to produce a certificate from a qualified medical practitioner, certifying that such employee is unable to carry out their duties due to illness:
- (a) for sick leave in excess of three (3) working days;

- (b) for any additional sick leave in a fiscal year when in the same fiscal year the employee has been granted sick leave on nine (9) days wholly on the basis of the statements signed by the employee.

- 20.05 Where leave of absence without pay is authorized for any reason, or an employee is laid-off because of lack of work, and the employee returns to work upon expiration of such leave of absence or lay-off, the employee shall earn sick leave credits for each month in which the employee worked at least 10 days and shall retain any unused sick leave existing at the time of lay-off or commencement of leave without pay.
- 20.06 In circumstances where sick leave would be authorized but the employee has insufficient or no sick leave credits, at the discretion of the Employer, the employee shall be granted sick leave in advance to a limit of eight (8) days, which shall be charged against future credits as earned. If the employee dies before authorized unearned sick leave has been liquidated, no recovery shall be made from the employee's estate.
- 20.07 An employee is not eligible for sick leave with pay for any period during which the employee is on leave of absence without pay or under suspension.
- 20.08 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 the employee's sick leave credits for the period of concurrency.

Transportation to a Medical Centre -Travel Time

- 20.09 Every employee who is proceeding to a medical centre shall be granted leave of absence with pay which is not to be charged against the employee's sick leave credits for the lesser of three (3) days or the actual time taken to travel from their post to a medical centre and return.

**Article 21 - Compassionate Care Leave**

- 21.01 (a) Both parties recognize the importance of access to leave to provide care and support to an ill family member who has a significant risk of death.
- (b) For the purposes of this article, the definition of family member as per the provisions of the compassionate care leave in the Nunavut *Labour Standards Act* shall apply.

(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:

- 1) the day the certificate is issued; or
- 2) if the leave was commenced before the certificate was issued, the day the leave was commenced

A certificate from another medical practitioner, such as a nurse practitioner, is acceptable when the gravely ill family member is in a geographic location where 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.

- (d) Compassionate care leave must be taken in periods of not less than one (1) week's duration.
- (e) An employee who intends to request compassionate care leave shall make every effort to provide reasonable notice to the Employer.

#### Request for Leave

- (f) Appropriate leave application forms must be completed and forwarded to the employee's immediate supervisor.

#### Benefits During Leave

- (g) Employees returning to work from compassionate care leave retain any benefits accumulated prior to leave.
- (h) Leave granted under this Article shall be counted for the calculation of "continuous employment: for the purpose of calculating severance pay.
- (i) Compassionate care leave utilized by more than one employee for care of the same family member instance shall not exceed a total of eight (8) weeks combined.

### **Article 22 - Other Types of Leave**

#### Court Leave

22.01 Subject to (c) below leave of absence with pay shall be given to every employee, other than an employee on leave of absence without pay or under suspension, who is required:

- (a) to serve on a jury, or jury selection;

- (b) by subpoena or summons to attend as a witness in any proceeding held;
  - (i) in or under the authority of a court of justice or before a grand jury;
  - (ii) before a court, judge, justice, magistrate, or coroner;
  - (iii) before the Senate or House of Commons of Canada, or a committee of the Senate or House of Commons, otherwise than in the performance of the duties of their position;
  - (iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it;
  - (v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.
- (c) Notwithstanding anything contained in this Article, there shall be deducted from the regular pay of the employee any remuneration received by the employee as a result of serving on a jury or as a witness, other than remuneration received as an allowance or reimbursement for expenses incurred in such duty.

#### Injury on Duty Leave

- 22.02 (a) An Employee shall be granted injury-on-duty leave with pay to a maximum of either special leave credits or sick leave credits the employee has accumulated, but not both where it is determined by a Workers' Safety and Compensation Commission that the employee is unable to perform their duties because of:
- (i) personal injury accidentally received in the performance of their duties and not caused by the employee's willful misconduct; or
  - (ii) sickness resulting from the nature of the employee's employment; or
  - iii) over-exposure to radioactivity or other hazardous conditions in the course of their employment;

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

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

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

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

#### Pregnancy and Maternity Leave

22.03 (a) Subject to 22.03(b), an employee who becomes pregnant shall:

- (i) submit to the employer a written request for pregnancy leave at least four weeks before the day on which the employee intends to commence the leave; and
  - (ii) Be granted maternity leave commencing at any time during the 17-week period immediately preceding the estimated date of delivery and ending not later than seventeen (17) weeks after the actual date of birth. The maximum period of maternity leave shall be seventeen (17) weeks.
- (b) At the request of an employee, the Employer may vary the time specified in 22.03(a) provided that the employee submits the written approval of either a qualified medical practitioner or a person approved by the Deputy Minister of Health.
  - (c) Further, when a pregnant employee produces a statement from her physician that her working condition may be detrimental to her health or that of the fetus, the Employer will either change those working conditions or temporarily transfer the employee to another position with equal pay or allow the employee to take leave of absence without pay for the duration of her pregnancy.
  - (d) After completion of six (6) months continuous employment, an employee who has applied for pregnancy leave and who provides the Employer with proof that she is in receipt of Employment Insurance benefits shall be paid a pregnancy leave allowance.

- (e) An applicant under Article 22.03(d) 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 pregnancy leave unless this date is modified with the Employer's consent.
- (f) Should the Employee fail to return to work as per the provisions of Article 22.03(e), the Employee recognizes that she is indebted to the Employer for the amount of pregnancy leave allowance received. The Employer may deduct any monies owing under this Article from any monies owing to an employee.
- (g) In respect to the period of pregnancy leave, pregnancy leave allowance will consist of the following:
  - (i) Up to maximum of seventeen (17) weeks payments for the period during which Employment Insurance Benefits are received, payments equivalent to the difference between the Employment Insurance Benefits the Employee is eligible to receive ninety-three percent (93%) of her weekly rate of pay.

Weekly Rate of Pay

- (ii) 1) for a full-time Employee the weekly rate of pay referred to in Article 22.03(g)(i) and (ii) shall be the weekly rate of pay to which she is entitled as of the day immediately preceding the commencement of pregnancy leave;
- 2) for a part-time Employee the weekly rate of pay referred to in Article 22.03(g)(i) and (ii) shall be the prorated weekly rate of pay to which she is entitled. The amount of entitlement shall be determined by averaging the Employee's weekly earnings over a period of six (6) months continuous employment immediately preceding the commencement of the pregnancy leave.
- (iii) Where an Employee becomes eligible for an annual increment or pay raise during the period of pregnancy leave, payments under Article 22.03(g)(i) or (ii) shall be adjusted accordingly.
- (iv) The employee shall have no vested interest in the above plan.
- (v) The Employer shall not reduce, or increase wages, or other monies normally owing to the employee solely because the employee is participating in the above plan.
- (vi) The employee shall not receive more than ninety-three percent of their regular wages while participating in the above plan.

Emergency Leave

- 22.04 Notwithstanding any provisions for leave in this Agreement, the Employer may grant leave of absence with or without pay to an employee in emergency or unusual circumstances.
- 22.05 Illness due to pregnancy during employment and prior to leaves of absence may be charged to normal sick leave.

Parental Leave Without Pay

- 22.06 (a) Subject to Article 22.06(b) where an employee has or will have the actual care and custody of a new born child, that employee is entitled to and shall be granted a leave of absence without pay of up to thirty-seven (37) weeks, commencing as the employee elects:
- (i) In the case of the employee who is the birth mother:
    - 1) on the expiration of any leave of absence from employment taken by her under the maternity leave provisions of this Agreement;
    - 2) on the day the child is born; or
    - 3) on the day the child comes into her actual care and custody.
  - (ii) In the case of the other parent employee:
    - 1) on the expiration of any leave of absence taken in respect of the child by the mother during and after her pregnancy;
    - 2) on the day the child is born; or
    - 3) on the day the child comes into the employee's actual care and custody.
  - (iii) Subject to Article 22.06(b), where an employee commences legal proceedings to adopt a child or obtain an order under the law for the adoption of a child, that employee is entitled to and shall be granted a leave of absence without pay of up to sixty-three (63) weeks, commencing on the day the child comes into the employee's care.
- (b) The aggregate amount of leave of absence without pay that may be taken by two employees under Article 22.06(a) in respect to the birth or adoption of any one child shall not exceed sixty-three (63) weeks.

- (c) The total amount of child care leave and without pay and parental leave without pay that may be taken by one employee, or by an employee couple shall be sixty-three (63) weeks.

Parental Leave Allowance

- (d)
  - (i) After completion of six (6) months continuous employment, an employee who has applied for parental leave without pay and who provides the Employer with proof that the employee is in receipt of Employment Insurance benefits shall be paid a parental leave allowance.
  - (ii) An applicant under Article 22.06(d)(i) shall sign an agreement with the Employer providing:
    - 1) That the employee will return to work and remain in the Employer's employ for a period of at least six (6) months after the employee return to work;
    - 2) That the employee will return to work on the date of the expiry of their parental leave unless this date is modified with the Employer's consent.
  - (iii) Should the employee fail to return to work as per the provisions of Article 22.06(d)(ii), the employee recognizes that the employee is indebted to the Employer for the amount of parental leave allowance received. The Employer may deduct any monies owing under this Article from any monies owing to an employee.
- (e) In respect to the period of parental leave, parental leave allowance will consist of the following:
  - (i) For the first two (2) weeks, payments equivalent to ninety-three percent (93%) of their weekly rate of pay; and
  - (ii) For the period during which Employment Insurance benefits are received, payments equivalent to the difference between the Employment Insurance benefits the employee is eligible to receive and:
    - (a) For parental leave of thirty-five (35) weeks, ninety-three percent (93%) of their weekly rate of pay;
    - (b) For parental leave of greater than thirty-five (35) weeks, an amount equal to that referred to in (a) above, pro-rated for the duration of the leave. For greater certainty, the Employer's obligation shall not exceed the amount which would be payable in (a) above.

Full-time Employee

- (iii) For a full-time employee the weekly rate of pay referred to in Article 22.06(e)(i) and (ii) shall be the weekly rate of pay to which the employee is entitled as of the day immediately preceding the commencement of parental leave.

Part-time Employee

For a part-time employee the weekly rate of pay referred to in Article 22.06(e)(i) and (ii) shall be the prorated weekly rate of pay to which the employee is entitled. The amount of entitlement shall be determined by averaging the employee's weekly earnings over a period of six (6) months continuous employment immediately preceding the commencement of the parental leave.

- (iv) Where an employee becomes eligible for an annual increment or pay raise during the period of parental leave, payments under Article 22.06(e)(i) and (ii) shall be adjusted accordingly.
- (v) The employee shall have no vested interest in the above plan.
- (vi) The Employer shall not reduce, or increase wages, or other monies normally owing to the employee solely because the employee is participating in the above plan.
- (vii) The employee shall not receive more than ninety-three percent of their regular wages while participating in the above plan.

Other Benefits During Maternity or Parental Leave

- 22.07 If an employee elects to maintain coverage for medical, group life and other benefits, the Employer will pay both portions of these premiums. The Employer will recover monies paid on behalf of the employee share of premiums when the employee returns to work or terminates.

Traditional Hunting or Harvesting Leave

- 22.08 Subject to operational requirements, leave without pay up to two (2) days per year may be granted on short notice to an employee in order to meet traditional hunting or harvesting opportunities. Such leave shall not be unreasonably denied.
- 22.09 The Employer may grant leave without pay up to one (1) year for personal reasons. Such leave shall not be unreasonably denied.

## **Article 23 - Hours of Work**

23.01 The regularly scheduled hours of work for employees shall consist of five (5) consecutive workdays from Monday to Friday inclusive, and workdays of seven and one-half (7 ½) hours or eight (8) hours as appropriate, exclusive of a lunch period, between the hours of 8:00 a.m. and 8:00 p.m. The weekly hours of work assigned to each classification are included in Schedule A - Hourly Rates of Pay.

### **Rest Periods**

- 23.02 (a) Employees shall be entitled to a rest period, with pay, commencing on or about mid-morning and on or about mid-afternoon.
- (b) An employee may absent himself/herself from their place of work during rest periods. The length of each rest period shall be thirty (30) minutes.
- 23.03 A specified meal period of one hour's duration shall be scheduled as close to the mid-point of the shift as possible. The Employer will make every effort to arrange meal periods at times convenient to the employees.
- 23.04 Where an employee is unable to take a meal break, which results in the employee working in excess of the employee's regular daily hours, the employee shall be paid for the meal period at the appropriate overtime rate.
- 23.05 The Employer may change scheduled hours of work, subject to Article 23.01, provided that the Employer provides all affected employees with at least three (3) weeks' notice of such changes.
- 23.06 Nothing in this Agreement constitutes a guarantee of hours for any employee.

## **Article 24 - Overtime**

- 24.01 An employee who is required to work overtime shall be paid overtime compensation for each fifteen (15) minutes of overtime worked by the employee subject to a minimum payment of fifteen (15) minutes at the overtime rate when the overtime work is authorized in advance by the Employer.
- 24.02 Employees shall record starting and finishing times of overtime worked on a form determined by the Employer.
- 24.03 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.

An employee may, for cause, except in the case of an emergency, refuse to work overtime, providing the employee places their refusal in writing.

Notwithstanding the permission granted by the Employer to engage in business or employment outside the employee's regularly scheduled hours of duty under Article 8, such business or employment shall not be reason to refuse to work overtime.

#### Compensation for Overtime Worked

- 24.04 An employee who is requested to work overtime shall be entitled to a minimum of fifteen minutes pay at the appropriate rate described below in Article 24.05.
- 24.05 Overtime work shall be compensated as follows:
  - (a) at time and one-half (1 ½) for all hours except as provided in Article 24.05(b) and (c);
  - (b) at double time (2x) for all hours of overtime worked after the first four (4) consecutive hours of overtime and double time (2x) for all hours worked on a day of rest;
  - (c) at double time (2x) for all hours worked after the first four (4) consecutive hours on a designated paid holiday.
- 24.06 Where an employee is required to work three (3) or more hours of overtime immediately following regularly scheduled hours of duty, and, because of the operational requirements of the service, the employee is not permitted to leave their place of work, the Employer will either provide the employee with a meal or meal allowance equal to the amount of the Dinner in accordance with the Duty Travel, Meals and Incidental Expenses.

#### Lieu Time

- 24.07 In lieu of 24.05 (a), (b) and/or (c) above, the employee may request and the Employer shall grant equivalent leave with pay at the appropriate overtime rate to be taken at a time mutually agreeable to the Employer and the employee. An employee may accumulate up to one hundred (100) hours leave with pay each fiscal year in a refillable bank of leave. Any additional overtime hours over one hundred (100) hours shall be paid in accordance with 24.05 (a), (b) and (c) above.

- 24.08 For all overtime hours worked an employee shall elect leave with pay or a cash payment for overtime at the time the record of overtime worked is submitted to the Employer.
- 24.09 Any amounts in the bank of leave may be carried forward from one fiscal year to the next, provided that at no time shall the bank of leave exceed one hundred (100) hours.
- 24.10 The Employer will post the number of hours of accumulated lieu time for each employee once a month in a place designated by the Union.

### **Article 25 - Pay**

- 25.01 Employees are entitled to be paid for services rendered for the classification and position to which they are appointed at the pay rates specified in Schedule A - Hourly Rates of Pay.
- 25.02 Employees shall be paid on a bi-weekly basis with paydays being every second Friday. Employees may agree to be paid by way of direct deposit.
- 25.03 Where paycheques, pay stubs, T4 information slips, and any other employee- specific pay and benefit items are distributed to employees at their place of work, they shall first have been placed in sealed envelopes. Pay stubs shall show the employee's name, the pay period being paid, the particulars of wages, allowances and benefits paid, the deductions taken from the pay, and the employee's net pay.
- 25.04 Where there is a lack of banking services at the employee's place of work, the employee's salary cheque may be deposited to their credit in the bank of choice.
- 25.05 Employees who are entitled to overtime compensation or allowances in addition to their regular pay shall receive such overtime compensation or allowances within two (2) weeks following the day when such compensation or allowances was earned.
- 25.06 When overtime compensation is paid, the pay statement shall indicate the pay periods, rate of overtime, and the number of overtime hours.
- 25.07 Allowances are paid on an hourly basis for all regular hours worked. Nothing in the Agreement constitutes a guarantee that any employee will receive any amount of allowances in a year.

### Annual Increases

- 25.08 (a) An employee holding a position for which there is a minimum and maximum rate of pay shall be granted increases in pay until the employee reaches the maximum pay for the position. Such pay increases are dependent on the satisfactory performance of the duties of the position held by the employee;
- (b) For the purposes of such pay increases, the performance of the employee shall be reviewed annually;
- (c) Pay increments shall be granted on the anniversary date of the employee's most recent appointment with the Employer;
- (d) Where the Manager intends to recommend withholding a pay increment for the employee, the Manager shall, at least three (3) weeks or earlier before the due date for the employee's pay increment, give the employee notice in writing of the intention to do so. If such notice of denial is not provided to the employee by the Manager, the pay increment shall be implemented on the due date.

### Acting Pay

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

### Salary Increases

- 25.10 The Employer agrees to pay the negotiated salary increases to every employee not later than the month following the month in which this Agreement is signed and not later than the month following the month in which any subsequent salary increases become effective.
- 25.11 The Employer agrees to pay all retroactive remuneration for salary increases, overtime, and acting pay and allowances not later than the month following the month in which the Agreement is signed.
- 25.12 Any retroactivity shall apply to employees and former employees for the period of their employment during the retroactive period.

### Recovery of Overpayment

- 25.13 Where an employee has received more than the employee's proper entitlement to wages or benefits, no continuing employee shall be subject to such deductions in excess to ten percent (10%).

- 25.14 All employees who are new hires shall be credited with a one (1) pay step increment for each two (2) years of prior experience or training in a related field to a maximum of three (3) steps.

Reporting pay

- 25.15 If an employee reports to work on the employee's regularly scheduled shift and there is insufficient work available the employee is entitled to four (4) hours of work. When no work is available the employee shall receive compensation to four (4) hours pay at the straight time rate.
- 25.16 If an employee is directed to report for work on a day of rest or on a designated paid holiday, and there is insufficient work available, the employee shall be entitled to four (4) hours of work at the appropriate overtime rate. When no work is available the employee shall receive compensation to four (4) hour's pay at the appropriate overtime rate.
- 25.17 If an employee is directed to report for work outside of their regularly scheduled hours, the employee shall be paid the greater of:
- (a) compensation at the appropriate overtime rate; or
  - (b) Compensation equivalent to four (4) hours pay at the straight time rate.

Call-Back Pay

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

Stand-By

- 25.19 Where the Employer requires an Employee to be available on Standby during off-duty hours, an Employee shall be entitled to standby payment of:
- (a) twelve dollars (\$12.00) for each eight hours or portion thereof of Standby from Monday to Friday;
  - (b) sixteen dollars (\$16.00) for each eight (8) hours or portion thereof of Standby on Saturday and Sunday or Designated Paid Holiday.

- 25.20 An employee designated by letter or by list for standby duty shall be available during the employee's period of Standby at a known telephone number and be available to return for duty as quickly as possible if called. In designating employees for Standby the Employer will endeavour to provide for the equitable distribution of standby duties among readily available, qualified employees who are normally required, in their regular duties, to perform that work.
- 25.21 No standby payment shall be granted if an employee is unable to report for duty when required.
- 25.22 An employee on Standby who is required to report for work shall be paid, in addition to the standby pay, the appropriate overtime rate for all hours worked, subject to a minimum payment of four (4) hours pay at the straight time rate each time the employee reports, except that this minimum shall only apply once during each standby period of eight (8) consecutive hours or portion thereof, commencing where the employee is first required to report to work.
- 25.23 Except in the case of an emergency, stand by schedules shall be posted fourteen (14) days in advance of the starting date of the standby schedule.
- 25.24 (a) No employee shall be required to be on standby from June 1<sup>st</sup> to September 30<sup>th</sup>.  
(b) From October 1<sup>st</sup> to May 31<sup>st</sup> designated employees, pursuant to Article 25.20 shall be placed on the standby shift schedule.

### **Article 26 - Pay for Travel on Behalf of Employer**

- 26.01 Where an employee is required to travel on behalf of the Employer, the employee shall be paid:
- (a) when the travel occurs on a regular workday, as though the employee **were** at work for all hours travelled;
- (b) when the travel occurs on a day of rest or designated paid holiday, at the applicable overtime rate for all hours travelled, with a minimum of four (4) hours pay at the straight time rate and a maximum of eight (8) hours at the applicable overtime rate.
- 26.02 For the purpose of this Article, hours travelled includes a one (1) hour check-in period at airports, bus depots, or train stations, as well as a one (1) hour check-out period at each overnight stopover and at the final destination. Hours travelled also include time spent waiting for connecting flights, trains or buses, but is exclusive of overnight stopovers.

- 26.03 The Employer will make every reasonable effort to restrict travel outside of the employee's headquarters that requires absence from home beyond a period, which includes two (2) weekends.
- 26.04 Where an employee is absent from home on a designated paid holiday or day of rest and does not work, the employee shall receive cash payment at time and one-half (1/2) their rate of pay or be granted the equivalent lieu time.
- 26.05 The above entitlements shall not apply to an apprentice or a non-certified housing maintenance serviceperson while travelling to or from trades school on a day of rest or designated paid holiday or while in attendance at trades school.
- 26.06 An employee who is authorized to travel on Employer business will be reimbursed for reasonable expenses incurred.

### **Article 27 - Lay-Off**

- 27.01 The Employer agrees that there shall be no lay-off of any employee during the life of this Agreement, except for lay-off resulting from lack of work or lack of funding, or discontinuance of a function.
- 27.02 Lay-offs will be made when necessary on the basis of reverse order of seniority of the affected employees in the classification of work so to be reduced.
- 27.03 An employee who is continuously laid off for a period of twelve (12) consecutive months shall be considered terminated from their employment with the Employer.
- 27.04 The last employee laid off shall be the first recalled provided the employee is qualified to do the work and has not lost their seniority.
- 27.05 The Employer shall notify the Union and all permanent employees who are to be laid off three (3) months prior to the effective date of lay-off, or award pay in lieu thereof, unless a greater period of notice is required by legislation, in which case such greater period of notice, or pay in lieu thereof, shall be given.
- 27.06 A new employee will not be hired to fill the job of a laid-off employee unless the laid off employee has been considered terminated under Article 27.03.
- 27.07 The Employer shall give notice of recall personally or by registered mail. Where notice of recall is given personally, the Employer shall deliver in duplicate a letter stating that the employee is recalled. In this instance, notice of recall is deemed to be given when served. Where notice of recall is given by registered mail, notice is deemed to be given three (3) days from the date of mailing.

- 27.08 The employee shall return to work within ten (10) working days of receipt of notice of recall.
- 27.09 The Employer shall not dismiss, suspend, lay-off, demote or otherwise discipline an employee on the grounds that garnishment proceedings may be or have been taken with respect to an employee.
- 27.10 No new employee will not be hired to fill the job of a laid-off employee unless the laid-off employee has been considered terminated under Article 27.03.

### **Article 28 - Job Descriptions**

- 28.01 When an employee is first hired or when an employee is reassigned to another position in the bargaining unit the Employer shall, before the employee is assigned to that position, provide the employee with a current, accurate and written Job Description of the position to which the employee is assigned.
- 28.02 Upon written request, an employee shall be given a current, accurate and written Job Description of their position.

### **Article 29 - Employee Performance Review and Employee Files**

#### Employee Performance Review

- 29.01 When a formal review of an employee's performance is made, the employee concerned shall be given the opportunity to discuss the document and then sign the review form in question to indicate that its contents have been read and understood. The employee shall also be given the opportunity to provide written comments to be attached to their performance appraisal and may use the grievance procedure in Article 34 to correct any factual inaccuracies to the employee's performance appraisal.
- 29.02 The Employer's representative who assesses an employee's performance must have observed the employee's performance for at least fifty percent (50%) of the period for which the employee's performance is evaluated or have input from another person who has so observed the employee.

#### Employee Files

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

- 29.04 Any document or written statement related to disciplinary action, which may have been placed on the Personnel file of an employee, shall be removed from the employee's personal file after two (2) years have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.
- 29.05 Upon written request of an employee, the Personnel file of that employee shall be made available for the employee's examination at reasonable times in the presence of an authorized representative of the Employer and the Union, if so requested.

### **Article 30 - Classification**

- 30.01 During the term of this Agreement, if a new or revised classification standard is implemented by the Employer, the Employer shall before applying the new or revised classification standard, 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 standard to the Union, the Employer may apply the new rates of pay and the Union may refer the matter to arbitration. The arbitrator's decision will be retroactive to the date of application of the new rates.
- 30.02 Where an employee believes that they have been improperly classified with respect to the employee's position or category, group and level, the employee shall discuss their classification with the employee's immediate supervisor and, on request, be provided with a copy of their Job Description before the employee files a grievance under Article 34.

### **Article 31 - Grievances and Arbitration**

- 31.01 "Grievance" means a difference which arises between the Union and the Employer and/or between an employee(s) and the Employer relating to:
- (a) the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable;
  - (b) the interpretation, application, administration or alleged violation of a direction or other instrument made or issued by the Employer dealing with the terms or conditions of employment;
  - (c) disciplinary action resulting in demotion, suspension, or a financial penalty (including the withholding of an increment);
  - (d) dismissal; or

- (e) letters or notations of discipline placed on an employee's personnel file.
- 31.02 Grievances shall be settled according to the following procedures for grievances and arbitration.
- 31.03 An Employer grievance shall be submitted to the Union directly to the President of Nunavut Employees Union and shall be referable to Arbitration under Article 31.20.
- 31.04 If the employee so desires, an employee may be assisted and represented by the Union when presenting a grievance at any level.
- 31.05 An employee or the Union who wishes to present a grievance at any prescribed level in the grievance procedure, shall transmit this grievance to the Manager who shall forthwith:
  - (a) forward the grievance to the representative of the 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 Manager.
- 31.06 Except as otherwise provided in this Agreement a grievance shall be processed by recourse to the following steps:
  - (a) First Level (Manager)
  - (b) Second Level (Board of Directors)
  - (c) Final Level (Arbitration)
- 31.07 The Employer shall designate a representative at each level in the grievance procedure and shall inform each employee to whom the procedure applies of the name or title of the person so designated, to whom a grievance is to be presented. This information shall be communicated to employees by means of notices posted by the Employer in places where such notices are most likely to come to the attention of the employees to whom the grievance procedure applies, or otherwise as determined by agreement between the Employer and the Union.
- 31.08 The Union shall have the right to consult with the Manager with respect to a grievance at each or any level of the grievance procedure.
- 31.09 An employee may present a grievance to the first level of the procedure in the manner prescribed in Article 31.05 within twenty-five (25) calendar days.
- 31.10 The Employer shall reply in writing to a grievance within fourteen (14) calendar days at level 1, within thirty (30) calendar days at level 2.

- 31.11 An employee or the Union may present a grievance at each succeeding level in the grievance procedure beyond the first level,
- (a) where the decision or settlement is not satisfactory to the grievor, within fourteen (14) calendar days after that decision or settlement has been conveyed in writing to the employee by the Employer; or
  - (b) where the Employer has not conveyed a decision to the grievor within the time prescribed in Article 31.10 within fourteen (14) calendar days after the day the reply was due.
- 31.12 Where an employee has been represented by the Union in the presentation of the employee's 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.
- 31.13 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 procedures shall apply except that the grievance may be presented at the Second Level.
- 31.14 The Union shall have the right to initiate and present a grievance on matters relating to health and safety to any level of management specified in the grievance procedure, on behalf of one or more members of the Union.
- 31.15 An employee shall have the right to present a grievance on matters relating to the application or interpretation of this Agreement provided the employee first obtains the authorization of the Union prior to presenting such grievance.
- 31.16 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 the employee's withdrawal has the endorsement, in writing, of the Union.
- 31.17 The Union shall have the right to initiate and present a grievance related to the application or interpretation of this Agreement on behalf of one or more members of the Union.
- 31.18 The time limits specified in this procedure may be extended by mutual agreement between the Employer and the employee, and where appropriate, the Union Representative. If a grievance is not filed or advanced within the time limits stipulated in this procedure, the grievance shall be abandoned and may not be later filed or advanced.
- 31.19 No proceedings under this Article are invalid by reason of any defect of form or any technical irregularity.

### Arbitration

- 31.20 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 Second Level, of the employee's desire to submit the difference or allegation to arbitration.

### Arbitrator Selection

- 31.21 The parties agree that arbitration referred to in Article 31.20 shall be by a single arbitrator.
- 31.22 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.

### Power of the Arbitrator

- 31.23 The arbitrator has all of the powers granted to arbitrators under the *Canada Labour Code* in addition to any powers, which are contained in this Agreement.
- 31.24 The arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it.
- 31.25 The award of the arbitrator shall be signed by the arbitrator and copies thereof shall be transmitted to the parties to the dispute.
- 31.26 The Arbitrator shall not have the authority to alter or amend any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or to render any decision contrary to the terms and provision of this Agreement, or to increase or decrease wages.
- 31.27 The Employer and the Alliance shall each pay one-half of the remuneration and expenses of the arbitrator and each party shall bear its own expenses of every such arbitration.

- 31.28 Where a party has failed to comply with any of the terms of the decision of the arbitrator, either party or employee affected by the decision may, after the expiration of 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 Clerk of Nunavut Court of Justice a copy of the decision, exclusive of the reason therefore in the prescribed form, whereupon the decision may be entered in the same way as a judgement or an order of that court and may be enforceable as such.
- 31.29 In addition to the powers granted to arbitrators under the *Canada Labour Code* the Arbitrator may determine that the employee has been dismissed for other than proper cause and the Arbitrator may:
- (a) direct the Employer to reinstate the employee and pay to the employee a sum equal to their wages lost by reason of their dismissal, or such less sum as in the opinion of the Arbitrator is fair and reasonable; or
  - (b) make such order as the Arbitrator considers fair and reasonable having regard to the terms of this Agreement.

### **Article 32 - 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 employee's length of service, and other relevant mitigating factors.
- 32.02 When employees are to be suspended or dismissed, the Employer shall notify the employee in writing of the reasons for such suspension or dismissal within twenty-four (24) hours of the suspension or dismissal in sufficient detail that the employee may defend himself/herself against it.
- 32.03 The Employer shall notify the local Representative of the Union that such suspension has occurred or is to occur.
- 32.04 When employees are required to attend a meeting where a disciplinary decision concerning them is to be taken by the Employer, the employees are entitled to have, at their request, a Representative of the Union to attend the meeting. The Employer must advise the employee of their right to be accompanied by their Representative at least one day in advance of the meeting.

### **Article 33 - No Contracting Out**

- 33.01 There shall be no contracting out of any work by the Employer, if it would result in the lay-off or the continuance of a lay-off of a permanent employee. Permanent employee for the purpose of this Article means an employee who has completed their initial probationary period.

### **Article 34 - Health and Safety**

- 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.

#### **Safety Act and Regulations**

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

#### **First Aid**

- 34.03 The Employer will allow a reasonable number of employees to attend first aid courses when they are offered in Chesterfield Inlet and spaces are available. Employees taking first aid courses shall be granted leave with pay for the duration of the courses.
- 34.04 The Employer will provide and maintain in good condition first aid kits in suitable locations in the workplace.

### **Article 35 - Northern Travel Allowance**

- 35.01 All employees, except casual employees, shall be paid a Northern Travel Allowance, to assist employees with travel expenses. This allowance shall be based upon an annual amount, and shall be divided by 2080 for employees whose normal hours of work are eight (8) per day; and by 1950 for employees whose normal hours of work are seven and one half (1/2) per day.

Effective October 1, 2010, the Northern Travel Allowance shall be based on \$28,000.00.

- 35.02 This allowance shall be paid on an hourly basis for all regular hours worked. It shall be paid bi-weekly to all employees.

## Article 36 - Harassment and Human Rights

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

### Freedom from Harassment

- 36.03 Personal harassment means any improper behaviour by a person employed by the Employer that is directed at and offensive to another person employed by the Employer which the first person knew or ought reasonably to have known would be unwelcome. Personal harassment comprises objectionable conduct, comment, act or display that demeans, belittles or causes personal humiliation or embarrassment to the recipient.
- 36.04 Sexual harassment means any conduct, comment, gesture or contact of a sexual nature:
- (a) That might reasonably be expected to cause offence or humiliation; or
  - (b) that might reasonably be perceived as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.
- 36.05 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.
- 36.06 Any level in the grievance procedure may be waived if a person hearing the grievance is the subject of the complaint.
- 36.07 Grievances under this Article will be handled with all possible confidentiality and dispatch by the Union and the Employer.
- 36.08 An alleged offender shall be given notice of the substance of a complaint under this Article and shall be given notice of and be entitled to attend, participate in, and be represented at any grievance hearing or any adjudication under this Agreement.

### Freedom from Workplace Violence

- 36.09 "Workplace violence" means any incident, in which an employee is abused, threatened or assaulted during the course of their employment, and includes but is not limited to all forms of harassment, bullying, intimidation and intrusive behaviours of a physical or emotional nature.
- 36.10 Every employee is entitled to employment free of workplace violence.
- 36.11 The Employer will make every reasonable effort to ensure that no employee is subjected to workplace violence.
- 36.12 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.
- 36.13 If an employee has concerns about performing work at a worksite where that employee believes that the employee has a risk of workplace violence, the employee shall advise the Manager of their belief. The Employer shall take appropriate remedial measures in such situations.
- 36.14 The Employer will not disclose the name of the complainant or the circumstances related to the complaint to any person except where disclosure is necessary for the purposes of investigating the complaint or taking disciplinary measures in relation thereto.
- 36.15 The Employer shall, after consulting with the employees, issue a policy statement concerning workplace violence which substantially conforms to the provisions of this Article. The Employer shall make each of its employees aware of the policy statement and shall post the policy statement in its office.

### Freedom from Discrimination

- 36.16 The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee by reason of age, sex, race, creed, colour, ancestry, ethnic origin, national origin, citizenship, political or religious affiliation, marital status (including common-law relationships), family status, sexual orientation, pregnancy, lawful source of income, conviction for which a pardon has been granted, mental or physical disability (except for employment equity programmes), by reason of Union membership or activity nor by exercising their rights under the Agreement. Affirmative action policies shall be deemed non-discriminatory.
- 36.17 The Employer shall make every reasonable effort to find alternate employment for an employee who becomes mentally and/or physically disabled.

### Equal Pay for Work of Similar Value

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

### **Article 37 - Short Term Leave for Training Purposes**

- 37.01 Leave without pay to take advanced or supplementary professional or technical training of less than one academic year may be granted to employees upon the recommendation of the Manager and with the approval of the Employer.
- 37.02 Such leave shall be based on an appraisal of the present and future job requirements and the qualifications of the employee applying therefore and shall be granted only to meet the identified needs.
- (a) Full financial assistance in respect of salary, tuition, travelling and other expenses may be granted during such leave;
    - (i) where the employee has become technically obsolete and requires retraining to satisfactorily carry out the work, or
    - (ii) where the courses are required to keep the employee abreast of new knowledge and techniques in the employee's field of work, or
    - (iii) where qualified persons cannot be recruited to carry out essential work and it is necessary to train present employees.
  - (b) Refund of tuition fees, in respect of courses may be made on receipt of evidence of successful completion, if the course is of value to the employee's work and does not require the employee to be absent from duties.
  - (c) Under this Article, leave with full or partial financial assistance in respect of salary will carry with it the obligation to return after leave to work for the Employer for a period equivalent to the leave.
- 37.03 Where a request for leave under Article 37.01 has been submitted by an employee, the Employer shall, within a reasonable period from the date of the employee's submission, advise the employee whether their request has been approved or denied.

### **Article 38 - Trades**

#### Application

- 38.01 The provision of this Article shall apply to all maintenance classifications.

### Wash-up Time

- 38.02 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

- 38.03 Where the following articles are required by the Employer or the Workers' Safety and Compensation Commission:

- (a) Hard hats;
- (b) Aprons;
- (c) Welding goggles;
- (d) Dust protection;
- (e) Eye protection, except prescription lenses;
- (f) Ear protection;
- (g) Coveralls;
- (h) Work boots;
- (i) Work gloves and winter mittens;

The Employer shall supply employees with the articles of equipment as required. The Employer will make every reasonable effort to keep articles in stock that are frequently replaced.

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

- (a) Hard hats;
- (b) Aprons;
- (c) Welding goggles; (d) Dust protection;
- (e) Eye protection, except safety prescription glasses;
- (f) Ear protection;
- (g) Coveralls;
- (h) Work boots;
- (i) Work gloves and winter mittens.

- 38.05 Employees shall be responsible for replacing lost work clothing and protective equipment.
- 38.06 Work clothing and protective equipment supplied by the Employer must be worn on the job by employees.

Compensation for Tools and Equipment

- 38.07 When an employee, including an apprentice, presents a worn out or broken tool, which the employee uses in the regular performance of their work, to the Manager for verification, the Employer agrees to replace such tool with a tool of similar quality. 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. The Employer shall assist employees in the purchase of tools and equipment used in the performances of their duties by purchasing such tools in the Employer name and selling them to the employee at the Employer's cost price.

Adverse Weather Conditions

- 38.08 Except in emergency conditions, the Employer shall not require an employee to work outside under extreme weather conditions.
- 38.09 At the request of an Employee and with the approval of the Manager, an employee may be permitted to order up tools, equipment, or parts through the Employer, up to a value of Twelve Hundred Dollars (\$1,200.00) per fiscal year. The Manager and Employee shall agree to a repayment plan through payroll deduction prior to such order being placed.

## **Article 39 - Apprentices**

- 39.01 The following are agreed upon terms and conditions of employment for employees engaged as Apprentices by the Employer:
- (a) The *Apprenticeship Trade and Occupations Certification Act* and pursuant Regulations shall apply to all Apprentices employed by the Employer. A copy of the current Regulations shall be supplied to the apprentice upon appointment.
  - (b) Apprenticeship Training programs shall be those designated under the *Apprenticeship, Trade and Occupations Certification Act*.
  - (c) Pay increases shall not be automatic but will be based upon levels of certification issued by the Apprentices Branch and shall be effective from the date of certification.
  - (d) Apprentice rates of pay will be as provided in Schedule A - Hourly Rates of Pay.
  - (e) The Employer will pay the Apprentice while attending trade courses in accordance with the Employer's Policy regarding financial support while in trade training.
  - (f) Apprentices shall be entitled to the benefits, terms and conditions of employment in the Collective Agreement while the apprentice is at work for the Employer, but not while the apprentice is at trades school or is travelling to or from trades school.
  - (g) Where an Apprentice fails after two attempts to successfully complete a trade training course, a recommendation may be made to the Superintendent of Apprenticeship Training to cancel the employee's contract and the Apprentice may be terminated.
- 39.02 Apprentices successfully completing their Apprenticeship will be given preference in hiring on job vacancies. Where an Apprentice, after completing their apprenticeship, is hired directly into a job vacancy, all time spent as an Apprentice shall count towards continuous employment with the Employer.

## **Article 40 - Seniority**

- 40.01 Seniority is defined as length of service with the Employer and shall be applied on a Bargaining Unit-wide basis. Seniority shall be a prime factor applied in determining preference for promotions, transfers, lay-off and recall.

- 40.02 Where operational requirements permit, in filling job vacancies, including promotions, transfers, and new positions, the job shall be awarded within 15 working days of posting to the successful applicant.
- 40.03 The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. A copy of the seniority list shall be posted on all bulletin boards and sent to the Union and shall be kept up-to-date by the Employer.
- 40.04 Seniority shall not accumulate during a leave of absence without pay.
- 40.05 An employee shall lose their seniority in the following circumstances:
- (a) if the employee is discharged for just cause and is not reinstated;
  - (b) if the employee resigns voluntarily;
  - (c) if the employee abandons their position;
  - (d) if the employee fails to return from leave of absence, without just cause;
  - (e) if the employee is on lay-off for more than one year;
  - (f) if, following lay-off, the employee fails to return to work within ten (10) working days of being recalled.

#### **Article 41 - Vacancies, Job Posting, Promotions, and Transfers**

- 41.01 Every vacancy for positions expected to be of more than six (6) months' duration and every newly-created position shall be posted for three (3) full working days on the Union notice board. An employee desiring a position must make application in writing to the Manager within four (4) working days of the first day of posting. The applicants' skills and knowledge shall be considered objectively by the Employer with a view to determining the potential of the applicants to perform the job effectively and where applicants are considered reasonably equal in this respect, seniority shall govern.
- 41.02 Where operational requirements permit, in filling job vacancies, including promotions, transfers, and new positions, the job shall be awarded within 15 working days of posting to the successful applicant.
- 41.03 No employee shall be transferred to a position outside the Bargaining Unit without the employee's consent. If an employee is transferred to a position outside the Bargaining Unit, the employee shall retain their seniority accumulated up to the date of leaving the unit, but will not accumulate further seniority. Such employee shall have the right to return to a position in the Bargaining Unit consistent with their seniority accumulated up to the date of transfer outside the unit.

41.04 No employee shall be transferred to another position within the Bargaining Unit without their consent. If an employee is transferred to another position, the employee shall have the right to return to their former position within sixty (60) days, and any other employee affected by the transfer shall be returned to their former position, without loss of wages or seniority.

#### **Article 42 - Labour/Management Committee**

42.01 A Committee will be formed to consult on matters of safety and health, the Employee Assistance Program, the interpretation of this Agreement, and other matters of mutual interest.

42.02 The Committee shall be comprised of two (2) representatives each of the Union and the Employer, with each party choosing their respective representatives.

42.03 The Committee shall meet at least once every three (3) months at a time to be previously established by the Committee, and at other times at the request of either party. The role of chairman will alternate between the Employer and the Union.

42.04 In matters of safety and health, the Committee will regularly discuss items of concern in regard to the safety of the workplace and the effect that the workplace may have on the health of the employees. Committee members shall perform the necessary duties of investigating, identifying and seeking to remedy hazards at the workplace, and shall do so without loss of pay or fear of reprisal provided they are acting reasonably.

#### **Employee Assistance Plan**

42.05 In matters of the Employee Assistance Program, the Committee shall concern itself with poor work performance resulting from suspected alcohol or drug addiction.

- (a) Should this matter of business arise during a Committee meeting, the Committee will deal with the matter confidentially taking into consideration the following provisions:
- (i) that alcohol and drug addictions are medical disorders; and
  - (ii) That an employee should be encouraged to remedy a disorder due to an addiction; and
  - (iii) that benefits normally extended to employees during a time of illness shall be extended to an employee suffering from an addiction at such a time that the employee seeks to correct this disorder; and
  - (iv) that the decision to undertake treatment is the responsibility of the employee; and

- (v) that the decision to seek treatment will not affect job security as long as it does not destroy the underlying contract of employment.

#### Interpretation of the Agreement

- 42.06 The Committee will discuss the meaning of provisions of the Agreement as appropriate for the purpose of attempting to reach consensus on the interpretation of the Agreement. The interpretation stated by any person shall not be precedent setting or binding on other members of the Committee. Committee members shall not be empowered to alter any terms of the Agreement nor shall a consensus reached by the Committee have any effect on management rights. The Employer may adopt a position arrived at by the Committee on any given occasion but such adoption shall not be binding or considered a precedent on future occasions.

#### **Article 43 - Technological Change**

- 43.01 Both parties recognize the overall advantages of technological change. Both parties will therefore encourage and promote technological change and improvements.
- 43.02 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 four (4) months' notice to the Union of any major technological change in equipment which would result in changes in the employment status or in this Agreement. In addition, the 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.
- 43.03 In cases where employees may require retraining the Employer will make every reasonable effort to offer training courses.

#### **Article 44 - Pension and Group Benefit Plans**

- 44.01 The Northern Employee Benefits Services (NEBS) Pension Plan is a term and condition of employment for all eligible employees.
- 44.02 The Northern Employee Benefits Services (NEBS) Group Benefit Plan (i.e. Basic Group Life Insurance, Accidental Death & Dismemberment, Dependents Insurance, and Long Term Disability) is a term and condition of employment for all eligible employees.
- 44.03 All issues arising under the Group Benefit and Pension Plans, including issues concerning eligibility or entitlement shall be determined by the Plans' providers.

## Article 45 - Severance Pay

### Lay-off

- 45.01 An employee who has one year or more of continuous employment and who is laid off is entitled to be paid Severance Pay at the time of lay-off.
- 45.02 The amount of said Severance Pay shall be two (2) weeks' pay for the first complete year of continuous employment, two (2) weeks' pay for the second complete year of continuous employment, and one (1) weeks' pay for each succeeding complete year of continuous employment.

### Resignation

- 45.03 An employee who resigns after four (4) years of continuous employment is entitled to be paid Severance Pay on resignation in accordance with the following formula:

Number of years of service x weekly rate of pay on resignation divided by 2; less any period of continuous employment in respect of which Severance Pay was previously granted, to a maximum of ten (10) weeks' pay.

This article only applies to employees who were employed as of April 20, 2006.

### Retirement and Termination for Health Reasons

- 45.04 Articles 45.05 and 45.06 shall apply to an employee:
- (a) who retires from the Employer; or
  - (b) whose employment is terminated because the employee was incapable of performing their duties because of chronically poor health, and
- 45.05 When employment terminates for either of the reasons stated in Article 45.04 above, the employee shall be paid Severance Pay equal to the product obtained by multiplying the employee's weekly rate of pay on termination of employment by the number of completed years of their continuous employment.
- 45.06 When employment terminates for either of the reasons stated in Article 45.04, the employee shall have the right to waive their entitlement to Severance Pay and, in lieu thereof, be granted an equivalent period of leave with pay.

## **Article 46 - Social Justice Fund**

- 46.01 The Employer shall contribute one cent (\$0.01) 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 and such contributions shall be remitted to the PSAC National Office.
- 46.02 It is clearly understood that this Fund is to be utilized strictly for the purposes specified in the Letters Patent of the PSAC Social Justice Fund.
- 46.03 The Employer shall not be required to make any payments to the Union under this Article until the Union has provided the Employer with a copy of the Letters Patent of the PSAC Social Justice Fund.

## **Article 47 - Re-opener of Agreement and Mutual Discussions**

### Re-opener of Agreement

- 47.01 This Agreement may be amended by mutual consent.

### Mutual Discussions

- 47.02 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 48 - Bilingual Allowance**

- 48.01 Employees, who are required by the Employer to use two (2) or more of the official languages of Nunavut, either orally or in writing, shall receive a bilingual allowance of one thousand five hundred dollars (\$1,500.00) per year. To qualify the employee has to demonstrate proficiency in the required languages.
- 48.02 This allowance shall be based upon an annual amount, and shall be divided by 2080 for employees whose normal hours of work are eight (8) hours per day; and by 1950 for employees whose normal hours of work are seven and one half (7 ½) hours per day.
- 48.03 This allowance shall be paid on an hourly basis for all regular hours worked. It shall be paid by-weekly to all employees who meet the requirements.

## **Article 49 - Duration and Renewal**

- 49.01 The term of this Agreement shall be from October 1, 2018 to September 30, 2021.
- 49.02 The provisions of this Agreement take effect on the date of ratification unless another date is expressly stated therein.
- 49.03 Notwithstanding Article 49.02, the provisions of this Agreement, including the provisions for the adjustment of disputes in Article 34, 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.
- 49.04 In accordance with Section 49(1) of the *Canada Labour Code*, either party to this Agreement may, within the period of four (4) months immediately preceding the date of expiration of the term of this Agreement, by written notice, require the other party to this Agreement to commence collective bargaining with a view to the conclusion, renewal or revision of this Agreement.
- 49.05 Where notice to bargain collectively has been given under Article 49.04, the Employer shall not alter the rates of pay or any term or condition of employment or any right or privilege of the employees, or any right or privilege of the Union until a renewal or revision of this Agreement has been concluded, or until the provisions of Section 89(1) of the *Canada Labour Code* have been met, unless the Union consents to the alteration of such a term or condition, or such a right or privilege.

Signed at Chesterfield Inlet, Nunavut, this 15 day of March, 2021.

On behalf of the Chesterfield Inlet Housing Association

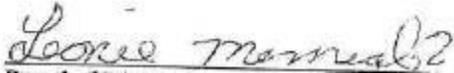


Jennifer Sammurtok  
Manager

On behalf of the Public Service Alliance of Canada



Jack Bourassa  
Regional Executive Vice-President, PSAC North



Board of Directors



Paul Autut  
Bargaining Team Member



Jacquenita Sammurtok  
Bargaining Team Member



Daniel Kinsella  
Negotiator

## SCHEDULE A - HOURLY RATES OF PAY

### PAY NOTES:

**Hours of work for maintenance employees shall be forty (40) hours per week, 2080 hours/year.**

**Hours of work for administrative employees shall be thirty-seven and one-half (37 ½) hours per week, 1950 hours/year.**

#### October 1<sup>st</sup>, 2018

Classification		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Maintenance Foreman		\$36.62					
Journeyman HMS		\$36.25					
Apprentice HMS		\$21.76	\$26.34	\$29.02			
Tenant Relations Officer		\$23.98	\$25.14	\$26.26	\$27.41	\$28.59	\$29.74
MMOS Clerk/Clerk		\$24.69	\$25.49	\$26.15	\$26.98	\$27.80	\$28.64
Casuals		\$20.14					

#### October 1<sup>st</sup>, 2019

Classification		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Maintenance Foreman		\$37.08					
Journeyman HMS		\$36.70					
Apprentice HMS		\$22.03	\$26.66	\$29.38			
Tenant Relations Officer		\$24.28	\$25.45	\$26.59	\$27.75	\$28.95	\$30.11
MMOS Clerk/Clerk		\$25.00	\$25.81	\$26.48	\$27.32	\$28.15	\$29.00
Casuals		\$20.39					

#### October 1<sup>st</sup>, 2020

Classification		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Maintenance Foreman		\$37.54					
Journeyman HMS		\$37.16					
Apprentice HMS		\$22.31	\$27.00	\$29.75			
Tenant Relations Officer		\$24.58	\$25.77	\$26.92	\$28.10	\$29.31	\$30.49
MMOS Clerk/Clerk		\$25.32	\$26.14	\$26.81	\$27.66	\$28.50	\$29.36
Casuals		\$20.65					

