

COLLECTIVE AGREEMENT

BETWEEN

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

NUNAVUT EMPLOYEES UNION

AND

REPULSE BAY HOUSING ASSOCIATION

EFFECTIVE: October 1, 2003
EXPIRES: September 30, 2006

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ARTICLE 1 - PURPOSE OF AGREEMENT

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

ARTICLE 2 - INTERPRETATION AND DEFINITIONS

- 2.01 For the purpose of this Agreement:
- (a) "Abandonment of position" occurs when, absent extenuating circumstances, **an** employee is absent from work and does not contact the Association for a period of five (5) consecutive working **days**.
 - (b) "Alliance" means the Public Service Alliance of Canada.
 - (c) "Allowance" means compensation payable to an employee in addition to his regular remuneration payable for the performance of the duties of his position.
 - (**9**) "Association" means the Repulse Bay Housing Association.
 - (e) "**Bargaining Unit**" means **all** employees of Repulse Bay Housing Association excluding the Secretary Manager **as** certified by the Canada Labour Relations Board on March 1, 1984.
 - (f) "Committee" **means** the Labour/Management Committee.
 - (g) A "common-law spouse" relationship is said to exist when, for a continuous period of at least one year, an employee **has** lived with a person, publicly represented that person to be his spouse, and lives and intends to continue to live with that spouse **as if** that person **were** his spouse.
 - (h) "Continuous Employment" and "Continuous Service" means uninterrupted employment with the Association, and
 - (i) with reference to **reappointment** of a layoff his employment in the position held by him at the time he **was** laid off, and his employment in the position to which he is appointed shall constitute continuous employment;
 - (ii) where an employee ceases to be employed for a reason other than **dismissal**, abandonment of position or rejection on probation, and is re-employed **within** a period of three months, his periods of employment for purposes of sick leave, vacation leave and travel benefits shall be considered **as** continuous employment with the Association.

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

- (t) "Membership Fees" means the fees established pursuant to the By-Laws of the Union as the fees payable by the members of the Bargaining Unit and shall not include any initiation fees, insurance premiums or any other levy.
- (u) "Overtime" means work performed by an employee before or after or in excess or outside of his regularly scheduled hours of work
- (v) "Probation" means a period of twelve (12) months from the day upon which an employee is first appointed to the Housing Association and ~~six (6)~~ months on promotion or transfer.
- (w) "Promotion" means the appointment of an employee to a new position, the maximum rate of pay of which exceeds that of his former position.
- (x) "Rates of Pay"
 - (i) "daily rate of pay" means an employee's hourly rate of pay multiplied by the employee's daily hours of work as set out in Article 23.
 - (ii) "weekly rate of pay" means an employee's daily rate of pay multiplied by five (5).
 - (iii) "bi-weekly rate of pay" means an employee's daily rate of pay multiplied by ten (10).
 - (iv) "annual rate of pay" means an employee's weekly rate of pay multiplied by 52.176.
 - (v) "monthly rate of pay" means an employee's annual rate of pay divided by twelve (12).
- (y) "Representative" means an employee who has been elected or appointed as a steward or who represents the Union at meetings with management and who is authorized to represent the Union.
- (z) "Transfer" means the appointment of an employee to a new position that does not constitute a promotion or demotion.
- (aa) "Union" means the Public Service Alliance of Canada as represented by its agent Nunavut Employees Union.
- (bb) "Week for the purposes of this Agreement shall be deemed to commence at 12:01 am on Monday and terminate at midnight on **Sunday**.

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

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

ARTICLE 3 - RECOGNITION

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

- 3.02 The Association will advise prospective employees that the Association is a unionized work place.
- 3.03 All employees covered by this Agreement must become members of and maintain membership in good standing in the Union within thirty (30) days of the date they commenced employment. They shall maintain membership as a continuing condition of employment.

Discrimination

- 3.04 The Association and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee by reason of age, sex, race, creed, colour, national origin, political or religious affiliation, marital status (including common-law relationships), family status, sexual orientation, criminal offence for which a pardon has been granted, mental or physical disability (except for employment equity programs), by reason of union membership or activity nor by exercising their rights under the Agreement.
- 3.05 Affirmative action policies shall be deemed as non-discriminatory.
- 3.06 The Association shall **make** every reasonable effort to find alternate employment for an employee who becomes mentally and/or physically disabled.

ARTICLE 4 - APPLICATION

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

Conflict of Provisions

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

ARTICLE 5 - FUTURE LEGISLATION

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

ARTICLE 6 - STRIKES AND LOCKOUTS

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

ARTICLE 7 - MANAGERIAL RESPONSIBILITIES

- 7.01 The Union acknowledges that **all** management rights and prerogatives are vested exclusively with the Association, except **as** may be otherwise specially provided for in this Agreement, and without limiting the generality of the foregoing, it is the exclusive function of the Association
- (a) To determine and establish standards and procedures in the operation of the Association;
 - (b) To maintain order, discipline and efficiency and, in connection therewith, to establish **and** enforce rules and regulations;
 - (c) To plan, direct, organize and control the work of the employees and the operations of the Association. This includes the introduction of new and improved methods, facilities and equipment, and to control the amount of supervision necessary and work schedules;
 - (d) To direct employees, including **hiring**, transfer, lay-off, recall, promotion, demotion, classification and assignment of duties, and to suspend, discharge, or otherwise discipline employees for just cause.
- 7.02 Management shall exercise its right in a manner that is fair, reasonable and consistent with the terms of this agreement.

ARTICLE 8 - OUTSIDE EMPLOYMENT

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

ARTICLE 9 - ASSOCIATION DIRECTIVES

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

ARTICLE 10 - UNION ACCESS TO ASSOCIATION PREMISES

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

ARTICLE 11 - APPOINTMENT OF REPRESENTATIVES

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

ARTICLE 12 - TIME OFF FOR UNION BUSINESS

- 12.01 The Association will grant leave with pay to an employee who is a party to, called **as** a witness, or representing the Union before an Arbitration hearing.
- 12.02 When operational requirements permit, the Association will grant leave with pay to:
- (a) an employee and **his** representative involved in the process of a grievance or a possible grievance;
 - (b) a witness called by an employee who is a party to a grievance;
 - (c) up to two (2) employees for the purpose of attending contract negotiations, including preparatory meetings and conciliation meetings;
 - (d) up to two (2) employees who are meeting with management on behalf of the Union.
- 12.03 When operational requirements permit, the Association will grant leave without pay to:
- (a) a reasonable number of employees to attend executive council meetings and conventions of the Alliance, Nunavut Employees Union, Canadian Labour Congress, and Northern Territories Federation of Labour;
 - (b) employees who exercise the authority of a representative on behalf of the Union to undertake training related to the duties of a representative;
 - (c) employees who, upon reasonable notice participate **as** a delegate to constitutional conferences or other similar forums, or present briefs to commissions, boards and hearings that are mandated by Territorial Legislation.

- 12.04 An employee will only be granted leave under clauses 12.01, 12.02 and 12.03 for hours that would otherwise be regular hours of work
- 12.05 A Representative shall obtain the permission of his immediate supervisor before leaving his work to investigate a grievance, to meet with management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld.
- (a) The Representative shall **make** every reasonable effort to report back to his supervisor before resuming his normal duties.

Leave for Elected Officers

- 12.06 Employees elected as President, First Vice-president, Second Vice-president and Regional Vice-president of Nunavut Employees Union, or PSAC National Director for the North shall be granted a leave of absence for the term of office
- 12.07 The Association shall continue to pay employees on leave under clause 12.06 their applicable **salary** in accordance with the terms of the Agreement. Upon invoice by the Association, the Union shall reimburse the Association for the amounts so paid.
- 12.08 Benefits of the bargaining unit shall be extended to employees on leave under clause 12.06. The Union will reimburse the Association for such costs involved.
- 12.09 Employees on leave under clause 12.06 shall be entitled to an increment for each year of their leave of absence to a **maximum** of their applicable **salary**.
- 12.10 Employees on leave under clause 12.06 shall advise the Association as soon as possible when an extension of the leave of absence is applicable due to re-election.
- 12.11 Upon termination of their leave of absence, employees on leave under clause 12.06, shall be offered as a **minimum** the position they held with the Association before they commenced the leave of absence. When such employees wish to invoke this clause of the Agreement they shall provide the Association with a three month notice of their intent to do so.
- 12.12 Notwithstanding clause 12.11 the Association may **make** an offer of employment to employees on leave under clause 12.06 to a position inside the Bargaining Unit should such employee bid on a competition and be the successful candidate.
- 12.13 Employees on leave under this clause shall not accumulate seniority while on leave.
- 12.14 Upon reasonable notification, the Association shall grant leave without pay to the Union representative seconded for a **minimum** period of one week to serve in a full time paid Union executive position on a temporary basis.

ARTICLE 13 - CHECK OFF

- 13.01 The Association will, as a condition of employment, deduct an amount equal to the amount of Membership Fees from the pay of all employees in the Bargaining Unit.
- 13.02 The Alliance shall inform the Association in writing of the Membership Fees to be deducted for each employee within the Bargaining Unit.

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

ARTICLE 14 - INFORMATION

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

ARTICLE 15 - PROVISION OF BULLETIN BOARD SPACE & OTHER FACILITIES

- 15.01 The Association shall provide bulletin board space in each location clearly identified for exclusive Union use.
- 15.02 The Association may make available to the Union specific locations on the premises for the placement of bulk quantities of literature of the Union.
- 15.03 The Association may make available to the members of the Bargaining Unit a suitable meeting room to be used from time to time for the conducting of business relating to the Bargaining unit.

15.04 Subject to operational requirements, a representative of the Union shall have the right to meet with new employees in the employee's community to make a presentation of up to one half (1/2) hour. Employees shall be granted leave with pay to attend these meetings.

ARTICLE 16 - DESIGNATED PAID HOLIDAYS

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

- (a) New Year's Day
- (b) Good Friday
- (c) Easter Monday
- (d) The day fixed by proclamation of the Governor in Council for the celebration of the Birthday of the Sovereign
- (e) Canada Day
- (f) Nunavut Day
- (g) The first Monday in August, or another day fixed by order of the Nunavut Commissioner.
- (h) Labour Day
- (i) The day fixed by Order of the Commissioner as a general day of Thanksgiving
- (j) Remembrance Day
- (k) Christmas Day
- (l) Boxing Day
- (m) One additional day when proclaimed by an *Act* of Parliament as a National Holiday
- (n) one additional day when proclaimed by the Mayor of Repulse Bay.

16.02 Where the Nunavut Commissioner agrees to provide the majority of employees in any community with time off in support of a community function, those employees who are unable to take advantage of the time off because of operational requirements, will be paid at the overtime rate for hours worked during that period.

16.03 Clause 16.01 does not apply to an employee who is absent without pay on both the working day immediately preceding and the working day following the Designated Paid Holiday, except with the approval of the Board of Directors of the Association.

Designated Paid Holiday Falling on a Day of Rest

16.04 When a Designated Paid Holiday coincides with an employee's day of rest, the Designated Paid Holiday shall be moved to the employee's first working day following his day of rest.

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

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

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

ARTICLE 17 - LEAVE - GENERAL

- 17.01 When the employment of an employee who has been granted more vacation, sick leave or special leave with pay than he has earned is terminated due to death or layoff, the employee shall be considered to have earned that amount of leave with pay granted to him.
- 17.02 When an employee is in receipt of an allowance and is on leave of absence with pay, the employee shall continue to receive that allowance. When an employee is on leave of absence without pay, the employee shall not be entitled to any pay, allowances or benefits during the period of leave of absence without pay.
- 17.03 During the month of May in each year the Association shall inform each employee in the Bargaining Unit in writing of the balance of his special, sick and vacation leave credits as of the 31st day of March.
- 17.04 If, at the end of the fiscal year, an employee's entitlement to vacation leave with pay includes a fractional entitlement of less or more than one-half day the entitlement shall be increased as follows:
- (a) to a half day if the fractional entitlement is less than one-half day
 - (b) to a full day if the fractional entitlement is more than one-half day
- 17.05 For the purpose of leave or time off, operational requirements are deemed to exist when:
- (a) the absence of the employee will prevent a deadline to be met because the employee cannot readily be replaced; or
 - (b) the absence of the employee will cause an interruption or a reduction of a service or activity which is necessary for the continued operations of the Association.
- 17.06 When the Association rejects an employee's application for leave, the reasons for the rejection shall be provided to the employee in writing upon the request of the employee.

- 17.07 An employee's request for any leave shall be responded to by the Manager or their designate as soon as the Manager or their designate can practically do so, but in any case shall be responded to within four (4) weeks of application.

ARTICLE 18 - VACATION LEAVE

Ac

- 18.01 For each month of a fiscal year in which an employee receives 10 days' pay, he shall earn Vacation Leave at the following rates:
- (a) one and one-quarter (1 ¼) days each month until the month in which the anniversary of the second (2nd) year of continuous service is completed.
 - (b) one and two-thirds (1 2/3) days each month commencing in the month after completion of two (2) years of continuous service and ending in the month that nine (9) years of continuous service is completed.
 - (c) two and one-twelfth (2 & 1/12) days each month commencing in the month after completion of nine (9) years of continuous employment and ending in the month that sixteen (16) years of service is completed.
 - (d) two and one-half (2 ½) days each month commencing in the month after completion of sixteen (16) years of continuous service.
- 18.02 The accumulated service for part time employees shall be counted for the vacation leave entitlements in paragraphs (a), (b), (c), and (d) of clause 18.01.
- 18.03 Part time employees shall be paid six (6), eight (8), ten (10) or twelve (12) percent of their total earnings in the fiscal year in accordance with their accumulated service in lieu of vacation leave to which they would otherwise be entitled.

Granting of Vacation Leave

- 18.04 In granting vacation leave with pay to an employee, the Association shall make every reasonable effort:
- (a) to schedule vacation leave for all employees in the fiscal year in which it is earned;
 - (b) not to recall an employee to duty after he has proceeded on vacation leave;
 - (c) to grant the employee his vacation leave during the fiscal year in which it is earned at a time specified by the employee;
 - (d) to grant the employee vacation leave for at least up to five (5) consecutive weeks depending upon his vacation entitlements when so requested by the employee; and
 - (i) to grant employees their vacation leave preference and to give special consideration to employees with school aged children who wish to take their vacation leave during the school break in their location and, where as between two or more employees who have expressed a preference for the same period of vacation leave, length of service with the Association will prevail;

(ii) where the operational requirements of the service are such that an employee is not permitted to take **his** vacation leave during the months of April to September inclusive in one fiscal year, special consideration will be given to **his** being granted **his** vacation leave during the months of **April** to September in the next fiscal year;

(e) where operational requirements permit, to grant the employee **his** vacation leave when specified by the employee if the period of vacation leave is less **than** a week, providing the employee gives the Association reasonable advance notice.

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

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

(a) is granted special leave, when there is a death in **his** immediate family **as** defined in Article 19; or

(b) is granted special leave with pay because of illness in the immediate family **as** defined in Article 19; or

(c) is granted sick leave on production of a medical certificate;

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

Carry Over Provisions

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

Recall from Vacation Leave

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

(a) in proceeding to **his** place of duty;

(b) in respect of any non-refundable deposits or pre-arrangements associated with **his** vacation;

(c) in **returning** to the place from which he was recalled if he immediately resumes vacation upon completing the assignment for which he was recalled;

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

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

Leave when Employment Terminates

18.10 Where an employee dies or otherwise terminates his employment:

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

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

Vacation Travel Assistance

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

- (a) If the employee (and the employee's spouse and dependents, if any) travels by air for their vacation, the employee shall receive one thousand two hundred forty-five dollars (\$1245) for each of the employee, the employee's spouse, and the employee's dependants over the age of two.
- (b) If the employee (and the employee's spouse and dependents, if any) do not travel by air for their vacation, the employee shall receive nine hundred dollars (\$900) for each of the employee, the employee's spouse, and four hundred dollars (\$400) for the employee's dependants over the age of two.

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

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

Vacation Travel Time

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

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

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

ARTICLE 19 - SPECIAL LEAVE

Credits

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

- (a) one-half ($\frac{1}{2}$) day for each calendar month in which he received pay for at least ten (10) days, or
- (b) one-quarter ($\frac{1}{4}$) day for each calendar month in which he received pay for less than ten (10) days.

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

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

- 19.03 The Manager shall grant special leave earned with pay for a period of up to five (5) consecutive working days:

- (a) when there is a death in the employee's immediate family
- (b) when an employee is to be married.

- 19.04 The Manager may grant an employee special leave with pay for a period of up to five (5) consecutive working days:

- (a) where a member of the immediate family becomes ill (not including childbirth) and the employee is required to care for ~~his~~ dependants or for the sick person;
- (b) where a member of the immediate family residing outside the employee's community of residence becomes seriously ill.
- (c) where special circumstances not directly attributable to the employee prevent his reporting to duty, including:
 - (i) serious household or domestic emergencies;
 - (ii) a general transportation tie-up caused by weather if the employee makes every reasonable effort to report for duty
 - (iii) serious community emergencies, where the employee is required to render assistance;
- (9) in the event of the death of the employee's son in-law, daughter in-law, brother in-law, sister in-law or grandparent-in-law.

- (e) in circumstances which are of general value to the Association, such as where the employee:
 - (i) takes an examination which will improve his position or qualifications in the Association;
 - (ii) attends his University Convocation, if he has been continuously employed for at least one (1) year;
 - (iii) attends a course in civil defense training;
 - (iv) requires a medical examination for enlistment in the Armed Forces or in connection with a veteran's treatment program;

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

Adoption or Birth

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

Traditional Harvesting

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

Quarantine

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

Advance of Credits

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

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

ARTICLE 20 - SICK LEAVE

Credits

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

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

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

Wellness Reward

- 20.09 An employee who has not used any sick leave within the following periods:
- (a) **January** 1 to April 30;
 - (b) May 1 to August 31; or
 - (c) September 1 to December 31;

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

Travel Time

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

ARTICLE 21 - CHILD CARE AND MATERNITY LEAVE

Maternity Leave

- 21.01 Subject to 21.02, an employee who becomes pregnant shall:
- (a) Notify the Association of her pregnancy at least fifteen (15) weeks prior to the expected date of termination of her pregnancy; and
 - (b) Be granted leave of absence without pay, commencing eleven (11) weeks before the expected date of termination of her pregnancy and **ending** not later than twenty-six (26) weeks after the date of termination of her pregnancy.
- 21.02 At the request of **an** employee, the Association may vary the time specified in 21.01 provided that the employee submits the written approval of either a qualified medical practitioner or a person approved by the Deputy Minister of Health.
- 21.03 Further, when a pregnant employee produces a statement from her physician that her working condition may be detrimental to her health or that of the fetus, the Association will either change those working conditions or temporarily transfer the employee to another position with equal pay or allow the employee to **take** leave of absence without pay for the duration of her pregnancy.
- 21.04 After completion of **six (6)** months continuous employment, an employee who provides the Association with proof that she is in receipt of employment insurance benefits shall be paid a maternity leave allowance.
- 21.05 An applicant under clause 21.04 shall sign an Agreement with the Association providing:
- (a) That she will return to work and **remain** in the Association's employ for a period of at least six (6) months after her return to work;
 - (b) That she will return to work on the date of the expiry of her maternity leave, unless this date is modified with the Association's consent.
- 21.06 Should the employee fail to return to work as per the provisions of clause 21.05, the employee recognizes that she is indebted to the Association for the amount of Maternity Leave Allowance received.

- 21.07 Maternity leave allowance payments shall consist of payments (for a ~~maximum~~ of seventeen (17) weeks) equal to the difference between the Employment Insurance benefits the employee is receiving and 93% of her weekly rate of pay.
- 21.08 For a full time employee, the weekly rate of pay referred to in clause 21.07 shall be the weekly rate of pay to which she is entitled as of the day immediately preceding the commencement of the maternity leave;
- (a) For a ~~part~~ time employee, the weekly rate of pay referred to in clause 21.07 shall be the prorated weekly rate of pay to which she is entitled. This amount of entitlement shall be determined by averaging the employee's weekly earnings over a period of ~~six~~ (6) months continuous employment immediately preceding the commencement of the maternity leave.
- 21.09 Where an employee becomes eligible for an ~~annual~~ increment or pay raise during the period of maternity leave, payments under clause 21.07 shall be adjusted accordingly.

child Care Leave Without Pay

- 21.10 Subject to clause 21.12, where an employee has or will have the actual care and custody of a new born child, that employee is entitled to and shall be granted a leave of absence without pay of up to thirty-seven (37) weeks, commencing as the employee elects:
- (a) In the case of a female employee:
- (i) On the expiration of any leave of absence from employment taken by her under the maternity leave provisions of this Agreement;
- (ii) on the day the child is born; or
- (iii) on the day the child comes into her actual care and custody.
- (b) In the case of a male employee:
- (i) On the expiration of any leave of absence taken in respect of the child by the mother during and after her pregnancy
- (ii) on the day the child is born; or
- (iii) on the day the child comes into ~~his~~ actual care and custody.
- 21.11 Subject to clause 21.12, where an employee commences legal proceedings to adopt a child or obtain ~~an~~ order under the law for the adoption of a child, that employee is entitled to and shall be granted a leave of absence without pay up to thirty-seven (37) weeks, commencing on the day the child comes into the employee's care.
- 21.12 The aggregate amount of leave of absence without pay that maybe taken by two employees under clause 21.10 in respect to the birth or adoption of anyone child shall not exceed thirty-seven (37) weeks.
- 21.13 Where ~~an~~ employee takes child care leave without pay along with maternity leave, child care leave must commence immediately upon the expiry of maternity leave. The total amount of maternity leave and child care leave without pay shall not exceed fifty two (52) weeks in total.

ARTICLE 22 - OTHER TYPES OF LEAVE

Court Leave

- 22.01 Leave of absence with pay shall be given to every employee, other than an employee on leave of absence without pay or under suspension, who is required:
- (a) for jury selection or to serve on a jury; or
 - (b) by subpoena or summons to attend as a witness in any proceeding held:
 - (i) in or under the authority of a court of justice or before a grand jury;
 - (ii) before a court, judge, justice, magistrate, or coroner;
 - (iii) before the Senate or House of Commons of Canada, or a committee of the Senate or House of Commons, otherwise than in the performance of the duties of his position;
 - (iv) before a legislative council, legislative assembly or house of Assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it;
 - (v) before an arbitrator or umpire or a person or body of persons authorized by law to **make** an inquiry and to compel the attendance of witnesses before it.
- 22.02 Notwithstanding anything contained in this article, there shall be deducted from the regular pay of the employee any remuneration received by him as a result of serving on a jury or as a witness, other than remuneration received as an allowance or reimbursement for expenses incurred in such duty.

Injury on Duty Leave

- 22.03 An employee shall be granted injury on duty leave with pay to a maximum of either special leave credits or sick leave credits he has accumulated, but not both, where it is determined by a Worker's Compensation Board that he is unable to perform **his** duties because of:
- (a) personal injury accidentally received in the performance of **his** duties and not caused by the employee's wilful misconduct; or
 - (b) sickness resulting from the nature of **his** employment; or
 - (c) over exposure to radioactivity or other hazardous conditions in the course of **his** employment;
- if the employee agrees to pay the Association any amount received by him from the Worker's Compensation Board for loss of wages in settlement of any claim he may have in respect of such injury, sickness or exposure, providing however that such amount does not stem from a personal disability policy for which the employee or **his** agent has paid the premium.
- 22.04 While the parties are waiting for a decision of the Workers' Compensation Board as to the compensability of the injury, the employee shall use **his** sick leave credits. If the injury is not compensable, there shall be no return of sick leave credits used by the employee. If the injury is compensable, the Association shall credit the employee with the sick leave credits used.

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

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

Emergency Leave

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

Casual Leave - Medical, Dental and Legal Appointments

- 22.07 Whenever it is necessary for an employee to attend upon ~~his~~ doctor, nurse, dentist, dental therapist, or lawyer during working hours, and when that appointment cannot be scheduled outside working hours, the employee shall be granted casual leave for these purposes;
- 22.08 Employees shall be granted casual leave with pay to a maximum of one half (1/2) day per occurrence where the employee's physician requires him to attend regular or recurring medical treatments or checkups when that treatment or checkup cannot be scheduled outside of working hours.

Other Casual Leave

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

ARTICLE 23 - HOURS OF WORK - GENERAL

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

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

- 23.02 Employees shall be entitled to a rest period, ~~with~~ pay, of fifteen (15) minutes duration commencing on or about mid morning and shall be entitled to a rest period with pay, of fifteen (15) minutes duration commencing on or about mid afternoon.
- 23.03 A specified meal period of one hour's duration shall be scheduled ~~as~~ close to the mid point of the shift ~~as~~ possible. The Association will ~~make~~ every effort to ~~arrange~~ meal periods at times convenient to the employees.
- 23.04 Where an employee is unable to take a meal break which results in ~~him~~ working in excess of ~~his~~ regular daily hours the employee shall be ~~paid~~ for the meal break at the appropriate overtime rate.

ARTICLE 24 - OVERTIME

- 24.01 An employee who is required to work overtime shall be paid overtime compensation for each fifteen (15) minutes of overtime worked by him subject to a **minimum** payment of one (1) hour at the overtime rate when the overtime work is authorized in advance by the Association.
- 24.02 Employees shall record starting and finishing times of overtime worked on a form determined by the Association.
- 24.03 The Association shall make every reasonable effort:
- (a) to allocate overtime work on an equitable basis among readily available qualified employees who are normally required in their regular duties to perform that work;
 - (b) to give employees who are required to work overtime reasonable advance notice of this requirement.
- 24.04 **An** employee **may**, for cause, except in the case of **an** emergency, refuse to work overtime, providing he places **his** refusal in writing.
- 24.05 Notwithstanding the permission granted by the Association to engage in business or employment outside **his** regularly scheduled hours of duty under Article 8, such business or employment may not be approved **as** a cause to refuse to work overtime.
- 24.06 An employee who is requested to work overtime shall be entitled to a **minimum** of one hour's pay at the appropriate rate described in clause 24.07.
- 24.07 Overtime work shall be compensated **as** follows:
- (a) at time and one-half (1 ½ x) for all hours except **as** provided in clause 24.07(b);
 - (b) at double time (2x) for all hours of overtime worked after the first four (4) consecutive hours of overtime and double time (2 x) for all hours worked on **Sundays** and Designated Paid Holidays.
 - (c) **At** the request of the employee, in lieu of (a) and (b) above, the Association may agree to grant lieu time at the appropriate overtime rate to be taken at a time mutually agreeable to the Association and the employee.
- 24.08 Where an employee is required to work three (3) or more hours of overtime immediately following his regularly scheduled hours of duty, and, because of the operational requirements of the service, the employee is not permitted to leave **his** place of work, the Association will either provide the employee with a meal or meal allowance equal to the amount of the Dinner in accordance with the Duty Travel, Meals and Incidental Expenses.

ARTICLE 25 - PAY

- 25.01 Employees are entitled to be paid for services rendered for the classification and position to which they are appointed at the pay rates specified in Appendix "A".

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

Acting Pay

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

Salary Increases

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

Overpayment

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

Salary Grids

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

Garnishee

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

Reporting Pay

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

25.14 If an employee is directed to report for work on a designated paid holiday or a day of rest and he reports, he is entitled to receive the greater of

(a) overtime for **all hours** worked; or

(b) compensation for 4 hours' work at the appropriate overtime rate.

Call Back Pay

25.15 When an employee is recalled to a place of work for a specific duty, he shall be paid the greater of:

(a) compensation at the appropriate overtime rate; or

(b) compensation equivalent to four (4) hours' pay at the straight time rate.

ARTICLE 26 - SHORT TERM LEAVE FOR TRAINING PURPOSES

26.01 Leave without pay to take advanced or supplementary professional or technical training of less than one academic year may be granted to employees upon the recommendation of the Manager and with the approval of the Association.

(a) Such leave shall be based on an appraisal of the present and future job requirements and the qualifications of the employee applying therefore and shall be granted **only** to meet the identified needs.

26.02 Full or partial financial assistance in respect of salary, tuition, travelling and other expenses may be granted during such leave;

(a) where the employee **has** become technically obsolete and requires retraining to satisfactorily carry out the work, or

(b) where the courses are required to keep the employee abreast of new knowledge and techniques in **his** field of work, or

(c) where qualified persons cannot be recruited to carry out essential work and it is necessary to train present employees.

26.03 Refund of tuition fees, in respect of courses may be **made** on receipt of evidence of successful completion, if the course is of value to the employee's work and does not require the employee to be absent from duties.

26.04 Under this Article, leave with full or **partial** financial assistance in respect of salary will carry with it the obligation to return **after** leave to work for the Association for a period equivalent to the leave.

26.05 Where a request for leave under clause 26.01 and 26.02 has been submitted by an employee, the Association shall, within a reasonable period from the date of the employee's submission, advise the employee whether his request has been approved or denied.

ARTICLE 27 - TECHNOLOGICAL CHANGE

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

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

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

ARTICLE 28 - DUTY TRAVEL

28.01 Where an employee is required to travel on behalf of the Association, he shall be paid:

- (a) **when** the travel occurs on a regular workday, **as** though he were at work for all hours travelled;
- (b) when the travel occurs on a day of rest or designated paid holiday, at the applicable overtime rate for all hours travelled, with a **minimum** of four (4) hours pay at the straight time rate **and** a **maximum** of eight (8) hours at the applicable overtime rate.

28.02 For the purpose of this Article, hours travelled includes a one (1) hour check in period at airports, bus depots, or train stations, **as well as** a one (1) hour checkout period at each overnight stopover and at the final destination. Hours travelled also include time spent waiting for connecting flights, trains or buses, but is exclusive of overnight stopovers.

28.03 The Association will **make** every reasonable effort to restrict travel outside of the employee's headquarters that requires absence from home beyond a period which includes two (2) weekends.

28.04 Where an employee is absent from home on a designated paid holiday or day of rest and does not work, he shall receive cash payment at time and one-half (1 ½ ~~x~~) his rate of pay or be granted the equivalent lieu time.

28.05 The above entitlements shall not apply to an apprentice **while** travelling to or from trades school on a day of rest or designated paid holiday or while in attendance at trades' school.

Expenses

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

ARTICLE 29 - VACANCIES, JOB POSTING, PROMOTIONS, & TRANSFERS

- 29.01 Every vacancy for positions expected to be of more than **six (6)** months' duration and every newly created position shall be posted for three (3) full working days on the Union notice board. An employee desiring a position must **make** application in writing to the Manager within four (4) working **days** of the first day of posting. The applicants' skills and knowledge shall be considered objectively by the Association with a view to determining the potential of the applicants to perform the job effectively and where applicants are considered reasonably equal in this respect, seniority shall govern.
- 29.02 Where operational requirements permit, in filling job vacancies, including promotions, transfers, and new positions, the job shall be awarded within fifteen (15) working days of posting to the successful applicant.
- 29.03 No employee shall be transferred to a position outside the bargaining unit without his consent. If an employee is transferred to a position outside the bargaining unit, he shall retain his seniority accumulated up to the date of leaving the unit, but **will** not accumulate further seniority. Such employee shall have the right to return to a position in the bargaining unit consistent with his seniority accumulated up to the date of transfer outside the unit.
- 29.04 No employee shall be transferred to another position **within** the bargaining unit without **his** consent. If an employee is transferred to another position, he shall have the right to return to his former position within **sixty (60) days**, and any other employee affected by the transfer shall be returned to **his** former position, without loss of wages or seniority.
- 29.05 New employees shall not be hired when there are permanent employees on layoff qualified to perform the job.
- 29.06 A probationary employee shall be eligible to participate in job competitions in the same manner **as** non-probationary employees within the Association.

ARTICLE 30 - JOB DESCRIPTION

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

ARTICLE 31 - CLASSIFICATION

- 31.01 During the term of this Agreement, if a new or revised classification standard is implemented by the Association, the Association shall before applying the new or revised classification standard, negotiate with the Union the rates of pay and the rules affecting the pay of employees for the classification affected. If the parties fail to reach agreement within **sixty (60) days** from the date on which the Association submits the new or revised standard to the Union, the Association may apply the new rates of pay and the Union may refer the matter to arbitration. The arbitrator's decision **will** be retroactive to the date of application of the new rates.

31.02 Where an employee believes that he has been improperly classified with respect to his position or category, group and level, he shall discuss his classification with his immediate supervisor and, on request, be provided with a copy of his job description before he files a grievance under Article 34 *Grievance and Arbitration*.

ARTICLE 32 - EMPLOYEE PERFORMANCE REVIEW & EMPLOYEE FILES

32.01 When a formal review of an employee's performance is made, the employee concerned shall be given the opportunity to discuss the document with an Union Representative and then sign the review form in question to indicate that its contents have been read and understood. The employee shall also be given the opportunity to provide written comments to be attached to his performance appraisal and may use the grievance procedure in Article 34 to correct any factual inaccuracies in his performance appraisal.

32.02 The formal review of an employee's performance shall also incorporate an opportunity for the employee to state his career development goals and that every effort be made to develop the career potentials of each individual through in service training, retraining, or any other facets of career development which may be available.

32.03 The Association's representative who assesses an Employee's performance must have observed the Employee's performance for at least one-half (1/2) of the period for which the Employee's performance is evaluated or have input from another person who has so observed the Employee.

Employee File

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

32.05 Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee, shall be destroyed after two (2) years have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.

32.06 Upon written request of an employee, the Personnel file of that employee shall be made available for his examination at reasonable times in the presence of an authorized representative of the Association and the Union, if so requested.

ARTICLE 33 - SUSPENSION AND DISCIPLINE

33.01 If the Association chooses to provide an employee with formal discipline at a meeting, the Association shall notify the employee of his right to have a union steward or other employee of the employee's choice in attendance.

33.02 The Association shall notify the appropriate union representative when discipline occurs.

33.03 In the event of a termination or suspension without pay of thirty (30) days or longer, the Labour Management Committee shall meet to review the disciplinary action and shall attempt to resolve the matter within four (4) days of the imposition of the disciplinary action.

ARTICLE 34 - GRIEVANCE AND ARBITRATION

34.01 The Association and the Union recognize that grievances may arise in each of the following circumstances:

(a) by the interpretation or application of:

(i) a provision of a regulation, direction or other instrument made or issued by the Association dealing with terms or conditions of employment; or

(ii) a provision of this Agreement; and

(b) disciplinary action resulting in demotion, suspension, or a financial penalty

(c) dismissal from the Association;

(d) letters of discipline placed on personnel file; and

34.02 The procedure for the final resolution of the grievances listed in clause 34.01 is arbitration.

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

Representation

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

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

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

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

Procedure

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

(a) forward the grievance to the representative of the Association authorized to deal with grievances at the appropriate level; and

(b) provide the employee and the Union with a receipt stating the date on which the grievance was received by him.

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

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

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

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

34.12 An employee may, by written notice to the Manager, withdraw a grievance provided that, where the grievance is one arising out of the application or interpretation of this Agreement his withdrawal has the endorsement, in writing, of the Union.

34.13 An Association grievance shall be submitted to the Union directly to the President of Nunavut Employees Union and shall be referable to arbitration under clause 34.19.

Time Limits

34.14 An employee may present a grievance to the first level of the procedure in the manner prescribed in clause 34.08 within twenty-five (25) calendar days.

34.15 The Association shall reply in writing to a grievance within fourteen (14) calendar days at level 1, within thirty (30) calendar days at level 2.

34.16 An employee or the Union may present a grievance at each succeeding level in the grievance procedure beyond the first level,

- (a) where the decision or settlement is not satisfactory to the grievor, within fourteen (14) calendar days after that decision or settlement has been conveyed in writing to him by the Association; or
- (b) where the Association has not conveyed a decision to the grievor within the time prescribed in clause 34.15 within fourteen (14) calendar days after the day the reply was due.

34.17 The time limits stipulated in this Article may be extended by mutual agreement between the Association and the employee, and where appropriate, the Union representative.

Dismissal

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

Arbitration

- 34.19 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement including any question as to whether a matter is arbitrable, or where an allegation is made that a term or condition of this Agreement has been violated, either of the parties may, after exhausting the grievance procedure in This Article, notify the other party in writing within twenty-one (21) days of the receipt of the reply at the Final Level, of his desire to submit the difference or allegation to arbitration.
- 34.20 The parties agree that arbitration referred to in clause 34.19 shall be by a single arbitrator.
- 34.21 If an arbitrator selected by mutual agreement of the parties is not available for a hearing date within thirty (30) days of the date on which notification by either party to submit the difference to arbitration was made, another name will be selected until an arbitrator is found to hear the parties within the above mentioned thirty (30) day period. Such time limit may be extended by mutual agreement.
- 34.22 In the event that the Association and the Union are unable to agree upon the selection of the Arbitrator, the Minister of Labour of Canada shall be requested to appoint an Arbitrator, and it is agreed that the Arbitrator so appointed shall act as the single Arbitrator.
- 34.23 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.
- 34.24 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.
- 34.25 The award of the arbitrator shall be signed by him and copies thereof shall be transmitted to the parties to the dispute.
- 34.26 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.
- 34.27 The Association and the Union shall each pay one-half of the remuneration and expenses of the arbitrator and each party shall bear its own expenses of every such arbitration.
- 34.28 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 the 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.
- 34.29 In addition to the powers granted to arbitrators under the *Canada Labour Code*, the arbitrator may determine that the employee has been dismissed for other than proper cause and he may:
- (a) direct the Association to reinstate the employee and pay to the employee a sum equal to his wages lost by reason of his dismissal, or such less sum as in the opinion of the Arbitrator is fair and reasonable; or

- (b) ~~make~~ such order as he considers fair and reasonable having regard to the terms of this Agreement.

ARTICLE 35 - EMPLOYEE ASSISTANCE PROGRAM

Purpose

- 35.01 To establish and outline the policy of the Association in relation to employees whose alcohol and substance abuse is interfering with satisfactory work performance. Nothing in this policy replaces or negates the provisions of other policies on alcohol and substance abuse during working hours.

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

Policy

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

Responsibilities

- 35.04 A duly qualified medical and/or addictions practitioner must ~~make~~ a diagnosis and referral for treatment.
- 35.05 The decision to accept or reject available counselling and treatment benefits is the responsibility of the employee. The supervisor is responsible for identifying any situation involving unsatisfactory work performance or poor interpersonal work relationships.
- 35.06 The employee who has an identified alcohol and substance abuse problem must accept conditions related to the rehabilitation process.
- 35.07 The employee must accept the responsibility to take positive personal action, which may involve:
- (a) referral for assessment;
 - (b) cooperation fully in any prescribed treatment and rehabilitation program; and
 - (c) active rehabilitation, which may take up to one (1) year or possibly longer and may initially involve care at a rehabilitation centre.

Summary

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

ARTICLE 36 - SAFETY AND HEALTH

- 36.01 The Association 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.
- 36.02 The Association shall **make** available a copy of the applicable health and safety legislation and regulations, including the *Safety Act*.

ARTICLE 37 - MAINTENANCE EMPLOYEES

Application

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

Wash Up Time

- 37.02 Maintenance employees shall be permitted paid wash up time to a maximum of fifteen (15) minutes at the end of each workday.

Work Clothing and Protective Equipment

- 37.03 Where the following articles are required by the Association or the Workers' Compensation Board:
- (a) Hard hats
 - (b) Aprons
 - (c) Welding goggles
 - (d) Dust protection
 - (e) Eye protection, except prescription lenses
 - (f) Ear protection
 - (g) Coveralls

The Association shall supply employees with the articles of equipment as required.

- 37.04 When the following articles are required by the Association or the Workers' Compensation Board, the Association 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

- 37.05 An annual allowance of one hundred and fifty dollars (\$150.00) will be provided to those employees who the Association, the Workers' Compensation Board or the *Nunavut Safety Act* deems to require safety footwear and gloves. An employee will receive this allowance on initial appointment and after every twelve (12) months of employment.
- 37.06 The Association will maintain a suitable inventory of winter protective clothing to be provided on loan to those employees who are not normally required to work outside or under conditions which may be damaging to personal clothing.

Compensation for Tools and Equipment

- 37.07 When an employee, including an apprentice, presents a worn out or broken tool, which he uses in the regular performance of his work, to the manager for verification, the Association 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 Association, who will retain ownership of them. The Association shall assist employees in the purchase of tools and equipment used in the performance of their duties by purchasing such tools in the Association name and selling them to the employee at the Association's cost price.

Adverse Weather Conditions

- 37.08 Except in emergency conditions, the Association shall not require an employee to work outside under extreme weather conditions.

ARTICLE 38 - APPRENTICES

- 38.01 The following are agreed upon terms and conditions of employment for employees engaged as Apprentices by the Association:
- 38.02 The *Apprenticeship, Trade and Occupations Certification Act* and Regulations shall apply to all Apprentices employed by the Association. A copy of the current Regulations shall be supplied to the apprentice upon appointment.
- 38.03 Apprenticeship Training programs shall be those designated under the *Apprenticeship, Trade and Occupations Certification Act*.
- 38.04 Pay increases shall not be automatic but will be based upon levels of certification issued by the Apprenticeship branch and shall be effective from the date of certification.
- 38.05 Apprentice rates will be based on a percentage of the appropriate journeyman rate as follows:

Four Year Training Programs

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

Three Year Training Programs

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

- 38.06 Apprentices shall be entitled to the benefits and terms and conditions of employment outlined in this Agreement while they are working for the Employer, but not while they are travelling to or attending trade courses.
- 38.07 Where an Apprentice fails after two attempts to successfully complete a trade-training course, a recommendation may be made to the Superintendent of Apprenticeship Training to cancel his contract and the Apprentice may be terminated.
- 38.08 Apprentices successfully completing their Apprenticeship will be given preference in hiring on job vacancies. Where an Apprentice, after completing his apprenticeship, is hired directly into a job vacancy, all time spent as an Apprentice shall count towards continuous employment with the Association.

ARTICLE 39 - SENIORITY

- 39.01 Seniority is defined as length of service with the Association and shall be applied on a bargaining unit wide basis. Seniority shall be a prime factor applied in determining preference for promotions, transfers, layoff and recall.
- 39.02 A newly hired employee shall be on probation for a period defined in Clause 2.01(v). During the probationary period, the employee shall be entitled to all rights and benefits of this agreement excluding seniority, except as otherwise provided. After completion of the probationary period, seniority shall be effective from the date of commencement of the probationary period.
- 39.03 The Association 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 Association.
- 39.04 Seniority shall not accumulate during a leave of absence without pay and after six (6) months' layoff.
- 39.05 An employee shall lose his seniority in the following circumstances:
- (a) if he is discharged for just cause and is not reinstated;
 - (b) if he resigns voluntarily;
 - (c) if he abandons his position;
 - (d) if he is on layoff for more than a year;
 - (e) if, following layoff, he fails to return to work within ten (10) working days of being recalled.

ARTICLE 40 - NO CONTRACTING OUT

- 40.01 There shall be no contracting out of any work by the Association, if it would result in the layoff or the continuance or a layoff of a permanent employee. Permanent employee for the purpose of this article means an employee who has completed his initial probationary period.

ARTICLE 41 LAYOFF AND RECALL

- 41.01 The Association agrees that there shall be no layoff of any employee during the life of this Agreement, except for layoff resulting from lack of work, lack of funding or discontinuance of a function.
- 41.02 Layoffs will be made, when necessary, on the basis of reverse order of seniority of the affected employees in the classification of work to be so reduced.
- 41.03 An employee, who is continuously laid off for a period of twelve (12) consecutive months shall be considered terminated from **his** employment with the Association.
- 41.04 The last employee laid off shall be the first recalled provided he is qualified to do the work and has not lost his seniority.

Notice

- 41.05 The Association shall notify employees who are to be laid off ten (10) working days prior to the effective date of layoff, 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.

Recall

- 41.06 A new employee will not be hired to fill the job of a laid off employee provided the laid off employee has not forfeited **his** seniority.
- 41.07 The Association shall give notice of recall personally or by registered **mail**.
- 41.08 Where notice of recall is given personally, the Association 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.
- 41.09 Where notice of recall is given by registered **mail**, notice is deemed to be given three (3) days from the date of **mailing**.
- 41.10 The employee shall return to work within ten (10) working days of receipt of notice of recall.

ARTICLE 42 - SEVERANCE PAY

Layoff

- 42.01 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 layoff.
- 42.02 In the case of **an** employee who is laid off for the first time following the **signing** of this Agreement, the amount of Severance Pay shall be two (2) weeks' pay for the first complete year of continuous employment, two (2) weeks' pay for the second complete year of continuous employment and one (1) week's pay for each succeeding complete year of continuous employment.

42.03 In the case of an employee who is laid off for a second or subsequent time following the signing of this Agreement the amount of Severance pay shall be two (2) weeks pay for the first complete year of continuous employment after re-engagement and one (1) weeks pay for each succeeding complete year of continuous employment less any period in respect of which he was granted Severance Pay by the Association from the previous layoff.

Dismissal. Abandonment of Position

42.04 An employee who is dismissed for cause or who has been declared to have abandoned his position shall not be entitled to severance pay.

42.05 Severance pay as established in this Article shall apply to all employees, however for present incumbents years of continuous employment as mentioned herein shall accumulate from April 1, 1988 as if all present employees commenced employment on April 1, 1988.

ARTICLE 43 - BENEFITS PLAN

43.01 The Association and eligible employees shall contribute in accordance with the Northern Employee's Benefit Services (NEBS) Pension Plan.

43.02 The Association shall make available under Northern Employee's Benefit Services. Basic Plan the following benefits to be cost shared by the employees as required by the plan:

- (a) Life Insurance
- (b) Dependant Insurance
- (c) Accidental Death and Dismemberment Insurance
- (d) Long term Disability Insurance

43.03 All issues arising under any of the benefit plans, including issues of eligibility or entitlement under the benefit plans shall be determined by the benefit plan provider.

ARTICLE 44 - HOUSING SUBSIDY

44.01 Subject to the conditions set out in clause 44.02, full time employees, other than casual employees, upon completion of thirty (30) days of employment shall be entitled to:

- (a) A housing allowance of four hundred fifty dollars (\$450.00) per month.
- (b) A household allowance of two hundred ten dollars (\$210.00) per month.

44.02 To qualify for the above benefits, employees must be living in a private dwelling and be paying their own utilities, or

- (a) Employees must be living in an Association unit and paying economic rent.
- (b) Full time employees, other than casual employees, living in an Association subsidized unit shall not be entitled to the allowances set out in clause 44.01 but shall pay rent at the rate determined by the Nunavut. Housing Corporation's northern rental scale.

44.03 Part time employees shall receive the above benefits on a pro rata basis: NB Half time equals half benefits.

44.04 Such benefits shall be paid within the first week of each month.

44.05 When an employee terminates his employment he shall be paid the above benefit on a pro rata basis.

ARTICLE 45 - SETTLEMENT ALLOWANCE

45.01 A settlement allowance of seven thousand, three hundred eighty-three dollars (\$7383) shall be paid to all full-time, part-time and casual employees. Settlement allowance shall be paid as an hourly rate, up to the maximum of the normal weekly hours of work. The hourly rate shall be calculated by dividing the annual rate by 1956. Settlement allowance shall be paid on each employee's pay cheque.

Effective **April** 1, 2004, replace \$7383 with \$7500. Effective October 1, 2005 replace \$7500 with \$7800.

ARTICLE 46 - SEA LIFT ORDERS

46.01 The parties to this Agreement recognize the high cost associated with the transportation of goods into Repulse Bay. In order to assist employees in the transportation of goods, the Association agrees to the following to permit employees to place sea lift orders through the Association and to pay for the goods once received subject to the following provisions:

(a) The maximum amount of combined goods and freight that the Association will pay for is one thousand dollars (\$1000) for the employee, one thousand dollars (\$1000) for the employee's spouse and three hundred dollars (\$300.00) for each of the employee's children; and

(b) The total amount will be repaid by the employee within a period not exceeding eight (8) months of receipt of the goods through a mutually agreed upon repayment schedule to be deducted through payroll deduction, and

(c) In the event that the Employee fails to repay the Association within the time specified in (b) above, the employee will not be entitled to place an order on the sea lift during the following year, and

(d) The employee agrees to assume all liability for the condition of the goods received.

46.02 In the event of the employee's termination, layoff or death prior to the repayment of the amount owing pursuant to this Article, the employee (or his estate in the case of death) remains indebted to the Association for the total amount outstanding.

ARTICLE 47 - CIVIL LIABILITY

47.01 If an action or proceeding is brought against any employee or former employee covered by this Agreement for an alleged tort committed by him in the performance of his duties, then:

(a) The employee, upon being served with any legal process, or upon receipt of any action or proceeding as hereinbefore referred to, being commenced against him shall advise his Association of any such notification or legal process;

- (b) The Association shall pay any damages or costs awarded against any such employee in any such action or proceedings and all legal fees, and/or;
- (c) The Association shall pay any sum required to be paid by such employee in connection with the settlement of any claim made against such employee provided the conduct of the employee which gave rise to the action did not constitute a gross disregard or gross neglect of his duty as an employee.
- (d) Upon the employee notifying the Association in accordance with paragraph (a) above the Association and the employee shall forthwith meet and appoint counsel that is mutually agreeable to both parties. Should the parties be unable to agree on counsel that is satisfactory to both, then the Association shall unilaterally appoint counsel. The Association accepts full responsibility for the conduct of the action and the employee agrees to cooperate fully with appointed counsel.

ARTICLE 48 - LABOUR/MANAGEMENT COMMITTEE

- 48.01 A Committee will be formed to consult on matters of safety and health, the translation of this Agreement, and other matters of mutual interest.
- 48.02 The Committee shall be comprised of equal representation of the Union and the Association, with each party choosing their respective representatives.
- 48.03 The Committee will meet once each month at a pre-established time, and at other times at the request of either party. The role of Chairman will alternate between the Association and the Union.
- 48.04 In matters of safety and health, the Committee will follow the following provisions:
 - (a) The Association shall post the names of the Committee members in a prominent place.
 - (b) Committee members shall perform the necessary duties of investigating, identifying and seeking to remedy hazards at the workplace, and shall do so without loss of pay or fear of reprisal.
 - (c) The Association shall ensure that employees can obtain the assistance of a first aid attendant easily and rapidly in all workplace.
 - (d) The Association shall ensure that first aid kits are provided and are readily accessible at all times. Said first aid kits shall be kept well stocked at all times.
 - (e) The Association will encourage employees to take first aid courses and will assume the costs of such courses and also the costs of refresher courses required to maintain the validity of a certificate. Employees taking first aid training shall be granted leave with pay for the duration of the courses.
 - (f) The Committee is to consider various alternatives for ensuring that an injured employee receives the appropriate medical transportation to the nearest medical facility and which agency is to bear such costs.

- (g) Where the Association requires **an** employee to undergo **an** occupational health examination by a qualified practitioner, chosen by the employee, the examination **will** be conducted at no expense to the employee. **An** employee **will** be granted leave with pay to attend the examination.

Workplace Environmental Protection

- 48.05 The Association and the Committee shall ensure that the necessary instruments for measuring the quality of the work environment are available **when** required, and that the results are acted upon appropriately, in order to correct any problems identified by said tests and/or measurements.

Toxic Hazardous Substances

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

Protective Clothing and Equipment

- 48.07 The Association shall ensure that all protective devices, clothing and other equipment necessary to properly protect employees from **injury** and unhealthy conditions are provided and maintained at no cost to the employee.

Protective Rights of Pregnant Workers

- 48.08 A pregnant worker who furnishes to the Association a medical certificate attesting that the working conditions may be physically dangerous to her unborn child, or to herself by reason of her pregnancy, may request to **be** assigned to other duties including no such danger for the duration of her pregnancy. The Association may grant this request and the assignment shall be without loss of pay or benefits.

The Right to Know Hazard Identification

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

-
- 48.10 The Association and the Committee shall conduct such investigations **as** may be necessary to determine the circumstances surrounding work injuries and health hazards **arising** in the workplace, including third party premises.

Right to Refuse Dangerous Work

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

- 48.12 **An** employee may refuse to do any particular act or series of acts at work which he has reasonable grounds to believe are dangerous to his health or safety or the health or safety of any other person at the place of employment until sufficient steps have been taken to satisfy him otherwise, or until the Nunavut Safety Officer has investigated the matter and advised him otherwise.
- 48.13 No loss of wages or discriminatory action shall be taken against any worker by reason of the fact that he exercised the right conferred upon him in clause 48.12. No other employee shall be assigned to use or operate any machine, device, material or thing or perform any part of the work which is being investigated pending resolution of the situation.

Other Matters

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

ARTICLE 49 - SOCIAL JUSTICE FUND

- 49.01 The Employer shall contribute one (1) cent 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 annually and such contributions shall be remitted to the PSAC National Office.
- 49.02 It is clearly understood that this Fund is to be utilized strictly for the purposes specified in the PSAC Social Justice Fund charter.
- 49.03 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 PSAC Social Justice Charter.

ARTICLE 50 - REOPENER OF AGREEMENT & MUTUAL DISCUSSIONS

Reopener of Agreement

- 50.01 This Agreement may be amended by mutual consent.

Mutual Discussions

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

ARTICLE 51 - DURATION AND RENEWAL

- 51.01 The term of this Agreement shall be from October 1, 2003 until September 30, 2006.

The pay schedules contained in Appendix "A" shall apply throughout the term of this Agreement.

All provisions of this Agreement shall take effect on the date of ratification unless another date is expressly stated therein.

- 51.02 Notwithstanding the preceding, the provisions of this Agreement, including the provisions for the grievance and arbitration in Article 34, shall remain in effect during the negotiations for its renewal and until a new Agreement becomes effective, or until the requirements of Section 89 of the *Canada Labour Code*, have been met.
- 51.03 Within four (4) months preceding the date of termination of this Agreement, either party may, by notice in writing, require the other party to commence collective bargaining with a view to the conclusion, renewal or revision of this Agreement pursuant to section 50 of the *Canada Labour Code*.
- 51.04 Where notice to commence collective bargaining has been given under clause 51.03, the Association shall not without consent by or on behalf of the employees affected, increase or decrease salaries or alter any other term or condition of employment of employees in the bargaining unit which **was** in force on the day on which the notice was given until a renewal or revision of the Agreement, or a new Agreement has been concluded, in accordance with Section 50 of the *Canada Labour Code*, or until the provisions of section 89 of the *Canada Labour Code* have been complied with.

APPENDIX "A" - RATES OF PAY
Effective April 1, 2004

<i>Position</i>	<i>Level I</i>	<i>Level II</i>	<i>Level III</i>	<i>Level IV</i>	<i>Level IV</i>
Housing Foreman	\$25.15	\$25.90	\$26.68	\$27.47	\$28.31
Journeyman Housing Maintenance Technician	\$22.70	\$23.38	\$24.08	\$24.80	\$25.53
Assistant Secretary Manager	\$25.73	\$26.61	\$27.44	\$28.50	\$29.52
Tenant Relations Officer	\$21.82	\$22.51	\$23.22	\$23.97	\$24.78
Casual Employee	\$11.50				

- ❖ A journeyman's certificate is required to receive the full rate of Housing Foremen.
- ❖ Apprentices shall be paid at the appropriate percentage of Step 1 of the Journeyman Housing Maintenance Technician

APPENDIX "A" - RATES OF PAY
Effective October 1, 2004

<i>Position</i>	<i>Level I</i>	<i>Level II</i>	<i>Level III</i>	<i>Level IV</i>	<i>Level IV</i>
Housing Foreman	\$25.40	\$26.16	\$26.95	\$27.74	\$28.59
Journeyman Housing Maintenance Technician	\$22.93	\$23.61	\$24.32	\$25.05	\$25.79
Assistant Secretary/Manager	\$25.99	\$26.88	\$27.71	\$28.79	\$29.82
Tenant Relations Officer	\$22.04	\$22.73	\$23.45	\$24.21	\$25.03
Casual Employee	\$12.00				

- ❖ A journeyman's certificate is required to receive the full rate of Housing Foremen.
- ❖ Apprentices shall be paid at the appropriate percentage of Step 1 of the Journeyman Housing Maintenance Technician

APPENDIX "A" - RATES OF PAY
Effective April 1, 2005

<i>Position</i>	<i>Level I</i>	<i>Level II</i>	<i>Level III</i>	<i>Level IV</i>	<i>Level IV</i>
Housing Foreman	\$25.65	\$26.42	\$27.22	\$28.02	\$28.88
Journeyman Housing Maintenance Technician	\$23.16	\$23.85	\$24.56	\$25.30	\$26.05
Assistant Secretary Manager	\$26.25	\$27.15	\$27.99	\$29.08	\$30.12
Tenant Relations Officer	\$22.26	\$22.96	\$23.68	\$24.45	\$25.28
Casual Employee	\$12.00				

- ❖ A journeyman's certificate is required to receive the full rate of Housing Foremen.
- ❖ Apprentices shall be paid at the appropriate percentage of Step 1 of the Journeyman Housing Maintenance Technician

APPENDIX "A" - RATES OF PAY
Effective October 1, 2005

<i>Position</i>	<i>Level I</i>	<i>Level II</i>	<i>Level III</i>	<i>Level IV</i>	<i>Level IV</i>
Housing Foreman	\$25.91	\$26.68	\$27.49	\$28.30	\$29.17
Journeyman Housing Maintenance Technician	\$23.39	\$24.09	\$24.81	\$25.55	\$26.31
Assistant Secretary Manager	\$26.51	\$27.42	\$28.27	\$29.38	\$30.42
Tenant Relations Officer	\$22.48	\$23.19	\$23.92	\$24.69	\$25.53
Casual Employee	\$12.00				

- ❖ A journeyman's certificate is required to receive the full rate of Housing Foremen.
- ❖ Apprentices shall be paid at the appropriate percentage of Step 1 of the Journeyman Housing Maintenance Technician

APPENDIX "A" - RATES OF PAY
Effective April 1, 2006

<i>Position</i>	<i>Level I</i>	<i>Level II</i>	<i>Level III</i>	<i>Level IV</i>	<i>Level IV</i>
Housing Foreman	\$26.17	\$26.95	\$27.76	\$28.58	\$29.46
Journeyman Housing Maintenance Technician	\$23.62	\$24.33	\$25.06	\$25.81	\$26.57
Assistant Secretary Manager	\$26.77	\$27.69	\$28.55	\$29.67	\$30.72
Tenant Relations Officer	\$22.70	\$23.42	\$24.16	\$24.94	\$25.78
Casual Employee	\$12.00				

- ❖ A journeyman's certificate is required to receive the **fill rate** of Housing Foremen.
- ❖ Apprentices shall be paid at the appropriate percentage of Step 1 of the Journeyman Housing Maintenance Technician

Letter of Understanding One

1. When it is necessary to avoid a layoff, the Association shall give the Union thirty (30) days written notice of the implementation of this Letter.
2. Thirty (30) days after the giving of the notice in paragraph 1, Employees are required to choose either:
 - (a) one (1) unpaid day off per calendar month, which day shall be designated by the Association. The Association will make every effort to designate unpaid days off in conjunction with a weekend.

Each month that an employee is required to take an unpaid day off, the Employee will have his monthly rate of pay reduced by an amount equal to one day's pay at the Employee's daily rate of pay. No employee shall be entitled to any reimbursement for any deductions made under this Letter.

When an Employee is required to work on the Employee's unpaid day off, the Employee shall be paid at his regular rate of pay for all hours worked up to the equivalent of the Employee's normal daily hours and overtime at the appropriate rate for all hours thereafter, or

- (b) regular hours of work for all employees shall be reduced to seven (7) hours per day, from 9:00 a.m. to 5:00 p.m., exclusive of a one (1) hour meal period break, Monday to Friday.
3. Should there be any conflict between this Letter and any other article of the Collective Agreement, this Letter shall prevail.

This Letter of Understanding shall be in effect for the term of this Collective Agreement.

Signed on this 12 day of MAY, 2004.

**On Behalf of the Public Service
Alliance of Canada**



Jean Francois Des Lauriers
REVP North
Public Service Alliance of Canada

**On Behalf of the Repulse Bay
Housing Association**



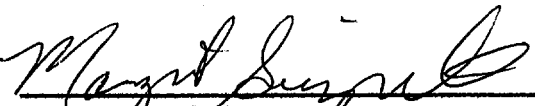
Glenn Tait
Negotiator – Repulse Bay
Housing Association



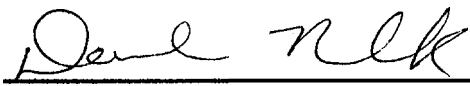
Deborah McLaughlin
PSAC Regional Representative



Vitaline Taparti
Manager



Margaret Suisanjark
Negotiating Team Member



Darlene Nuluk
Negotiating Team Member

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