

Collective Agreement

between

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

RECEIVED
DEC 27 2007

and

Arviat Housing Association

Effective From: April 1, 2007
To: March 31, 2009

Nunavut Employees Union
Box 869,
Iqaluit NU X0A 0H0

Arviat Housing Association
Arviat NU X0C 0E0

12260(05)

Table of Contents

Article 1 - Purpose of Agreement.....1

Article 2 - Interpretation and Definitions1

Article 3 - Recognition.....4

Article 4 - Application.....4

Article 5 - Future Legislation.....4

Article 6 - Human Rights5

Article 7 - Strikes and Lockouts.....6

Article 8 - Managerial Responsibilities.....7

Article 9 - Employer Directives7

Article 10 - Union Access to Employer Premises.....7

Article 11 - Appointment of Representatives7

Article 12 - Time Of for Union Business.....7

Article 13 - Check Off.....9

Article 14 - Information.....10

Article 15 - Seniority.....10

Article 16 - Provision of Bulletin Board Space & Other Facilities.....11

Article 17 - Designated Paid Holidays.....11

Article 18 - Leave — General13

Article 19 - Vacation Leave13

Article 20 - Special Leave.....16

Article 21 - Sick Leave.....18

Article 22 - Other Types of Leave.....19

Article 23 - Compassionate Care Leave.....23

Article 24 - Hours of Work24

Article 25 - Overtime.....24

Article 26 - Pay.....25

Article 27 - Duty Travel.....	28
Article 28 - Vacancies, Job Postings, Promotions and Transfers	29
Article 29 - Casual and Term Positions.....	30
Article 30 - Credit for Previous Experience	30
Article 31 - Job Description	30
Article 32 - Classification	31
Article 33 - Education and Training	31
Article 34 - Employee Performance Review and Employee Files	31
Article 35 - Suspension and Discipline	32
Article 36 - Adjustment of Disputes	33
Article 37 - Civil Liability	36
Article 38 - Technological Change	36
Article 39 - Labour/Management Committee	37
Article 40 - Safety and Health	39
Article 41 - Maintenance Employees	39
Article 42 - Apprentices and Trainees	40
Article 43 - Tools	41
Article 44 - Allowances	41
Article 45 - Pension and Group Benefit Plans	42
Article 46 - No Contracting Out.....	42
Article 47 - Lay-off and Job Security	42
Article 48 - Severance Pay	43
Article 49 - Re-Opener of Agreement and Mutual Discussions	44
Article 50 - Duration and Renewal	44
Article 51 - Social Justice Fund	45
Letter of Understanding.....	49

Article 1 - Purpose of Agreement

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

Article 2 - Interpretation and Definitions

- 2.01 For the purpose of **this** Agreement:
- (a) “Abandonment of Position”; an employee abandons **his** position when he is absent for more than five **(5)** consecutive working days, and he has not, directly or indirectly, contacted the Manager. An employee who abandons **his** position is terminated;
 - (b) “Agreement” means **this** Collective Agreement;
 - (c) “Alliance” ~~means~~ the Public Service Alliance of Canada;
 - (d) “Allowance” ~~means~~ compensation payable to an employee in addition to **his** regular remuneration payable for the performance of the duties of **his** position;
 - (e) “Bargaining Unit” means all employees of the Employer except the Secretary Manager and Maintenance Manager,
 - (f) “Casual Employee” means a person employed by the Employer for a period not to **exceed** four **(4)** months. A **casual** employee is **a** member of the Bargaining Unit. If the **casual** employment exceeds four **(4)** months the employee shall be considered **a** term employee and shall be entitled **to** all benefits in this Agreement retroactive back to the **original** date of hire;
 - (g) “Committee” ~~means~~ the Labour Management Committee;
 - (h) A “common-law spouse” relationship is said to exist when, for a continuous period of at least one year, an employee has lived with a person, and lives and intends to continue to live with that person **as** if that person were their spouse;

- (i) "Continuous Employment" and "Continuous Service" means uninterrupted employment with the Employer,
 - (i) with reference to reappointment of a lay-off 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 other than a casual 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 superannuation, sick leave, severance pay and vacation leave and vacation travel benefits shall be considered as continuous employment;
- (j) "Day of Rest" in relation to an employee means a day other than a holiday on which that employee is; not ordinarily required to perform the duties of his position other than by reason of his being on leave of absence;
- (k) "Demotion" means the appointment of an employee for reasons of misconduct, incompetence, to a new position for which the maximum pay is less than that of his former position;
- (l) "Dependant" means a person who is the employee's spouse (including common-law), child, step-child, adopted child, foster child who is under twenty-one years of age or more and dependant upon him/her for support or being twenty-one years of age or more and dependant upon him/her by reason of full-time attendance at an educational institution or mental or physical infirmity or any other relative of the employee's household who is wholly dependent upon him/her for support by reason of mental or physical infirmity;
- (m) "Employee" means a member of the Bargaining Unit;
- (n) "Employer" means the Arviat Housing Association;
- (o) "Fiscal Year" means the period of time from April 1, in one year to March 31, in the following year;
- (p) "Grievance" means a complaint in writing that an employee, group of employees, or the Union submits to management, to be processed through the grievance procedure;
- (q) "Holiday" means the twenty-four (24) hour period commencing at 12:01 AM of a day designated as a paid holiday in this Agreement;
- (r) "Lay-off" means an employee whose employment has been terminated because of lack of work or lack of funding or discontinuance of a function;
- (s) "Leave of Absence" means absence from duty with the Employer's permission;

- (t) "Membership Fees" means the fees established pursuant to the By-Laws of the Union as the fees payable by the members of the Bargaining Unit, and shall not include any initiation fee, or insurance premium;
- (u) "Overtime" means work performed by an employee in excess of or outside of his regularly scheduled hours of work;
- (v) "Probation" means a period of six (6) months from the day upon which an employee is first appointed to the Employer or a period of four (4) months after an employee has been transferred or promoted. If an employee does not successfully complete his probationary period on transfer or promotion he shall be returned to the position held before the transfer or promotion or, by mutual consent of the employee and the Employer, to a position at an equivalent classification and pay level;
- (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 by at least:
 - (i) the minimum increment in the new position; or
 - (ii) four (4) percent of the maximum rate of pay of the former position where the new position has only one rate of pay;
- (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 24;
 - (ii) "weekly rate of pay" means an employee's daily rate of pay multiplied by five (5);
 - (iii) "annual rate of pay" means an employee's weekly rate of pay multiplied by 52.176;
 - (iv) "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) "Seniority" means length of service with the Employer;
- (aa) "Special Project Employee" means an employee hired to work on Modernization and Improvements Projects;
- (bb) "Transfer" means the appointment of an employee to a new position, that does not constitute a promotion or demotion;

(cc) "Union" means the **Public Service Alliance** of Canada as represented by its agent the Nunavut Employees Union;

(dd) ~~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~~ otherwise provided in **this Agreement**, expressions used in **this Agreement**:

(a) ~~as~~ defined in the **Interpretation Act**, but not deemed elsewhere in **this Agreement** have the same **meaning as given to them in the Interpretation Act**.

2.03 "**May**" shall be regarded as permissive and "**shall**" and "**will**" as imperative.

2.04 Feminine, masculine, singular, and plural pronouns used in **this Agreement** shall be interchangeable in the interpretation of **this Agreement** except where specifically precluded by the context.

Article 3 - Recognition

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

Article 4 - Application

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

4.02 ~~Part~~ time Employees shall be entitled to all eligible benefits provided under **this Agreement** prorated according to hours **worked**.

4.03 The Union and the Employer shall share equally in the **costs** associated with the printing and distribution of the **Agreement**. The Union will facilitate said printing and distribution.

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**, or alters any provision of **this Agreement**, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement. **When this occurs** the Agreement shall be re-opened upon the request of either party **and** negotiations shall commence with a view to finding an appropriate substitute for the annulled or altered provision.

Conflict of Provisions

5.02 Where there is any conflict between the provisions of **this Agreement** and any regulation, direction or other instrument dealing with terms and conditions of employment issued by the Employer, the provisions of the Agreement shall prevail, unless the Employer is compelled by law to issue **and** enforce such regulation, direction or other instrument.

Article 6 - Human Rights

Freedom from Discrimination

- 6.01 The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee by reason of age, sex, **race, creed**, colour, national origin, racial or religious affiliation, **ancestry**, ethnic origin, citizenship, disability, sexual orientation, marital status, **family status, pregnancy, lawful source** of income, language, a conviction **for which a pardon has been granted, nor by reason** of union membership or activity.
- 6.02 The Employer **shall** make every reasonable **effort** to find alternate employment for an employee who becomes mentally and/or **physically disabled**.

Freedom from Harassment

- 6.03 The Employer, the employees and the Union recognize the right of all persons employed by the Employer to work in an environment free from unwanted personal harassment, sexual harassment or abuse of authority, and agree that any of the aforementioned actions will not be tolerated in the workplace.

Definitions

- 6.04 "Personal harassment" means any improper behaviour by a person employed by the Employer that is directed at and offensive to another person employed by the Employer which the first person knew or ought reasonably to have **known** would be unwelcome. Personal harassment comprises objectionable conduct, **comment**, act or display that demeans, belittles or causes personal humiliation or embarrassment to the recipient.
- 6.05 "Sexual harassment" means any conduct, comment, gesture or contact of a sexual nature:
- (a) that might reasonably be expected to cause offence or humiliation; or
 - (b) that might reasonably be perceived as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.
- 6.06 "Abuse of authority" means **an** individual's improper use of power and authority inherent in the position held, by means of intimidation, threats, blackmail or **coercion**. **This** comprises actions which endanger **an** employee's job, undermine an employee's ability to perform the job or threatens the economic livelihood of an employee. However, it shall not include the legitimate exercise of an individual's supervisory power or authority.

Procedure

- 6.07 Complaints of harassment should be brought to the attention of the Manager **unless** the complaint is about the Manager, in which case the complaint should **go** to the Staff Relations **Committee** of the Board prior to filing a grievance. Employees may be assisted by the Union in making a complaint.

- 6.08 Any level in the grievance **procedure** may be waived if a person hearing the grievance is the subject of the complaint.
- 6.09 **Grievances** under **this** Article will be handled with all possible confidentiality and dispatch by the Union and **the** Employer.
- 6.10 **An** alleged offender shall be given notice of the substance of a complaint under **this** Article and shall be given notice of and be entitled to attend, participate **in**, and be represented at any grievance hearing or any adjudication under **this** Agreement.

Freedom from Workplace Violence

- 6.11 "Workplace violence" means any incident in which **an** employee is **abused, threatened** or assaulted during the **course** of **his** or her employment, and includes but is not limited to all forms of harassment, bullying, intimidation and **intrusive** behaviour of a physical or emotional nature.
- 6.12 **All** employees of the Employer are **entitled** to employment **free** of workplace violence.
- 6.13 The Employer will make every reasonable effort to ensure that no employee is **subjected** to workplace violence. **The** employees agree to support and cooperate with the Employer in its efforts to prevent workplace violence.
- 6.14 No employee shall be required to **perform** work at any **worksite** under circumstances of workplace violence by third parties. Where employees have **concerns** about performing work at any worksite, they shall report those concerns to the Manager **unless** the complaint is about the Manager, in which case the complaint should go to the Staff Relations Committee of **the Board**.
- 6.15 Complaints of workplace violence may be brought to the attention of the Manager. Employees may be assisted by the Union in making a complaint.
- 6.16 The Employer will not disclose the name of the complainant or the circumstances related to the complaint to any person **except** where **disclosure** is necessary for the purposes of investigating the complaint or **taking** disciplinary **measures** in relation thereto or where required by law.

Article 7 - Strikes and Lockouts

- 7.01 There shall be no **lockout** by the Employer and no work 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.
- 7.02 No employee shall be required to **cross** any picket line at a place of work. No employee shall suffer a loss of pay or benefits **as** a result of a refusal to cross any picket line at a place of work.

Article 8 - Management

- 8.01 Except to the extent provided in the Agreement, **this** Agreement in no way restricts the Employer in **the** management **and** the direction **of** its working force. Management shall exercise its right in a manner which is fair, **reasonable**, and consistent **with** the terms of **this** Agreement.

Article 9 - Employer Directives

- 9.01 The Employer shall provide **the Union** with a copy of all Personnel Directives. Where the Employer proposes to issue a Personnel Directive **which is intended** to clarify **the** interpretation or application of the Agreement, the Employer shall **consult** with the **Union** prior to **issuing** the directives.

Article 10 - Union Access to Employer Premises

- 10.01 The Employer shall **permit** access to its work premises of an accredited Representative of the Union.

Article 11 - Appointment of Representatives

- 11.01 The Employer acknowledges the right of the Union to appoint employees **as** Representatives. The Union will provide the Employer with the **names** of all Representatives.

Article 12 - Time Off for Union Business

Arbitration Hearings

- 12.01 The Employer will grant leave **with** pay to an employee who is a party to the grievance which is before an Arbitration Board.

Employee who acts as a Representative

- 12.02 The Employer will grant leave **with** pay to the Representative of an employee who is a party to the grievance.

Employee called as a Witness

- 12.03 Where an employee and his Representative are involved in the process of his or her grievance they shall be granted time **off** with pay.

10

Contract Negotiations Meetings

- 12.04 The Employer will grant leave without loss of pay for **two (2)** employees for the purpose of attending **contract** negotiations on behalf of the Union for the duration of such negotiations.

Preparatory Contract Negotiations Meetings

- 12.05 The Employer may grant leave with pay to a reasonable number **of** employees to attend preparatory negotiations meetings.

Meetings Between Employee Organizations and Management

- 12.06 The Employer will grant time-off with pay to employees who are meeting with management on behalf **of** the Union.

Employee Organization Executive Council Meetings Congress and Conventions

- 12.07 The Employer will grant leave without pay to employees to attend executive council **meetings** and conventions of the Alliance, the **Union**, the Canadian Labour Congress, and the **Northern** Territories Federation of Labour.

_____ course

- 12.08 The Employer will grant leave without pay to employees who exercise the authority of **a** Representative on behalf **of** the Union to undertake training related to the duties of a Representative.

Time off for Representatives

- 12.09 A Representative shall inform **his** immediate supervisor before leaving **his** work to investigate a grievance, to meet with local management for the purpose **of** dealing with grievances and **to** attend meetings called by management.
- 12.10 The Representative shall make every reasonable effort to report back to **his** supervisor before resuming **his** normal duties.
- 12.11 The Employer will grant leave without pay **for** one **(1)** employee:
- (a) to participate **as** a delegate to constitutional conferences **or** other similar forums mandated by territorial legislation; and
 - (b) to present briefs to commissions, boards and hearings that are mandated by territorial legislation or the Federal Government and whose area of interest is of concern to organized labour.

Leave for Union Office

- 12.12** An employee elected as a paid **officer** of the executive of the **Union** or the Alliance shall, upon application, be **granted** leave of absence for the term of **office**. **During** the leave of absence such employees shall maintain all accumulated rights and benefits to which they are entitled under the Agreement.
- 12.13** Such employees shall advise the Employer **as soon as possible** when an extension of their leave of absence is applicable due **to re-election**.
- 12.14** Upon termination of their leave of **absence** such employees shall be **offered**, at a minimum, the position **they held with the** Employer at the **commencement of their leave**. **When** such employees **wish to** invoke this clause they shall **provide the Employer** with three month notice of **their intent to do so**.
- 12.15** Notwithstanding Article **12.14**, the Employer may make an offer of employment to such employees to a position inside the Bargaining Unit should they bid on **a** competition and be the successful candidate.
- 12.16** Such employees will retain their seniority, but shall not accrue further seniority during their leave of absence.
- 12.17** Upon reasonable notification, the Employer shall grant leave without pay to a Union Representative seconded for a **minimum** period of one week to serve **as** President of the Union **on** a temporary basis.

Article 13 - Check Off

- 13.01** The Employer will, **as** a condition of employment, deduct **an** amount **equal** to the amount of membership dues from the pay of all employees in the Bargaining Unit.
- 13.02** The Union shall **inform** the Employer in writing of the authorized deduction to be checked off for each employee **within** the Bargaining Unit
- 13.03** For the purpose of applying Article **13.01**, deductions from pay for each employee will occur **on** a bi-weekly basis.
- 13.04** No employee organization, other than the Union, shall be permitted to have membership fees deducted by the Employer from the pay of the employees in the Bargaining Unit.
- 13.05** The amounts deducted in accordance with Article **13.01** shall be remitted to the Comptroller of the Alliance by cheque within a reasonable period of time after deductions are made and shall be accompanied by particular identifying each employee and the deductions made **on his** behalf.
- 13.06** The Employer may agree to make deductions for other purposes on the basis of the production of appropriate documentation.

- 13.07 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this article except for any claim or liability arising out of an error committed by the Employer,
- 13.08 The Employer agrees to identify annually on each employee's T-4 slip the total amount of Union dues deducted for the preceding year.

Article 14 - Information

- 14.01 The Employer agrees to provide the Union on a monthly basis, with information concerning the identification of each member in the Bargaining Unit. This information shall consist of employees' name, address, job title, employment status, rate of pay, and social insurance number.

The Employer shall indicate which employees have been recruited or transferred, those employees who are on leave without pay, and those employees who have been struck off strength during the period reported.

- 14.02 The Employer shall make available to each employee a copy of the Agreement.
- 14.03 The Employer agrees to make available to each new member of the Bargaining Unit a copy of the Agreement upon his appointment.
- 14.04 The Employer shall provide the Union with a report of all newly created positions, including those excluded from the Bargaining Unit.
- 14.05 Upon request, the Employer and the Union shall share the cost of providing an Inuktitut version of this agreement. In the event of any disagreement concerning a proper interpretation of any provision of this Agreement, the English version shall govern.

Article 15 - Seniority

- 15.01 Seniority is defined as the length of service with the Employer, and shall be applied on a Bargaining Unit wide basis.
- 15.02 A newly hired employee shall be on probation for a period of six (6) months. An employee shall be on probation for a period of four (4) months when an employee has been promoted or transferred. During the probationary period, the employee shall be entitled to all rights and benefits of this agreement.
- 15.03 The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. The seniority list shall be kept up to date, a copy of which shall be posted on the bulletin board, and shall be sent to the Union every six months.

Article 16 - Provision of Bulletin Board Space & Other Facilities

- 16.01 The Employer shall provide bulletin board space in the Housing Association Office and the Housing Association Shop clearly identified for exclusive Union use.
- 16.02 The Employer shall **upon** availability, make available to the Union and the members of the Bargaining Unit a suitable meeting room to be **used** from time to time for the conducting of business relating to the Bargaining Unit.
- 16.03 The Employer will process any **mail originating** from the Union addressed to all **employees** in accordance with the Employer's normal internal mail distribution system.
- 16.04 A Representative of the Union shall have the right to **an** employee orientation presentation of up to **fifteen** minutes. There shall be no disciplinary action **taken** against the employees if the orientation **exceeds** fifteen minutes. The Representative of the **Union** shall be granted leave with pay.

Article 17 - Designated Paid Holidays

- 17.01 The following days are designated paid holidays for employees covered by **this** Agreement:
- (a) New **Year's** Day;
 - (b) Good Friday;
 - (c) Easter Monday;
 - (d) Victoria Day;
 - (e) Canada Day;
 - (f) Nunavut Day
 - (g)** Civic Holiday, The first Monday in August
 - (h) Labour Day;
 - (i) Thanksgiving Day;
 - (j) Remembrance Day;
 - (k) Christmas Day
 - (l) Boxing Day
 - (m) Hamlet Day
 - (n) **One** additional day when proclaimed by **an** act of Parliament **as** a national holiday;

- 17.02** A paid holiday shall also be granted to all employees on any special day proclaimed by the Government of Canada or the Commissioner of Nunavut.
- 17.03** Employees shall have the option of selecting alternative days to use **as** designated paid holidays, if a majority of the employees and the Employer agree **to** the selected change.
- 17.04** Article **17.01** does not apply to an employee who is absent without cause on both the working day immediately preceding and the working day following the designated paid holiday.

Holiday Falling on a Day of Rest

- 17.05** When a day designated **as** a designated paid holiday under Article **17.01** 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.
- 17.06** When a day designated as a designated paid holiday for **an** employee is moved to **another** day under the provisions of Article **17.05**:
- (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.
- 17.07** An employee who is required to work on a designated paid holiday **as** part of his/her regularly scheduled hours of duty or **as** overtime when he/she is not scheduled to work he/she shall be paid in addition to the pay that he/she would have granted had he/she not worked on the designated paid holiday:
- (a) **twice (2)** his/her hourly rate of pay for all hours worked.
 - (b) an equivalent combination of cash and a day of leave at a later date convenient to both the employee and the Employer.
- 17.08** **Where** a day that is 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.
- 17.09** An employee shall not be required to work both **Christmas** and New Years, unless an emergency requires it.
- 17.10** 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 18 - Leave — General

- 18.01 When the employment of an employee who has been granted more vacation, sick leave or special leave with pay than he has **earned** is terminated due to death or lay-off the employee shall be considered **to** have **earned** that amount of leave with pay granted to him.
- 18.02 When an employee is entitled to **an** allowance and is granted leave with pay, he is entitled, during his period of leave of absence with pay, to continue to receive the allowance.
- 18.03 **During** the month of May in each year the Employer shall inform each employee in the Bargaining Unit in writing of **the** balance of his special, sick **and** vacation leave credits **as** of the 31st day of March.
- 18.04 When the Employer rejects an employee's application for leave, the reasons for the rejection shall be provided **to** the employee in writing.
- 18.05 An employee's request for any leave shall be responded to by the Secretary Manager, or their designate, **as** soon **as** the Secretary Manager, or their designate, **can** practically do **so**. But in any **case** shall be responded to within two (2) weeks of application.
- 18.06 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.
- 18.07 An employee who is on leave of absence without pay is not entitled **to** receive any pay, benefits or allowances for the period of leave without pay, **unless** **this** Agreement specifically provides **otherwise**.

Article 19 - Vacation Leave

Accumulation of Vacation Leave

- 19.01 For each month of a fiscal year in which **an** employee receives pay for at least ten (10) days, he shall earn Vacation Leave at the following rates:
- (a) one and one-quarter (1-1/4) days each month until the month in which the anniversary of the second (2nd) year of continuous service is completed.
 - (b) one and two-thirds (1-2/3) days each month commencing in the month after completion of two (2) years of continuous service **and** ending in the month that seven (7) years of continuous service is completed.

- (c) **two and one-twelfth (2-1/12) days** each month commencing in **the** month after completion, of **seven (7)** years of continuous **service** and **ending** in the month that twelve **(12)** years of continuous **service** is completed.
- (d) **two and one-half (2%)** days each month commencing in the month after the completion of twelve **(12)** years of continuous **service** and ending in the month that seventeen **(17)** years of continuous **service** is completed.
- (e) **three (3)** days each month commencing in the month after the completion of seventeen **(17)** years of **continuous service**.

19.02 The accumulated **service** for part-time employees shall be counted for the improved vacation leave entitlement in paragraphs (b), (c), (d) and (e) of Article **19.01**.

ve

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

- (a) schedule vacation leave for all employees in the **fiscal** year in which it is earned;
- (b) not recall an employee to duty after he **has** proceeded on vacation leave;
- (c) grant the employee **his** vacation leave during the fiscal year in which it is earned at a time specified by **him**;
- (d) grant the employee vacation leave for at least up to five **(5)** consecutive **weeks** depending upon **his** vacation entitlements when **so** requested by the employee; and recognize **Seniority** on preference for a vacation period.
- (e) 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 Employer **reasonable** advance **notice**.

19.04 The Employer shall reply to the request for vacation leave **submitted** by the employee within **two (2) weeks** of the request **being received**. Where the Employer has **proposed** to change, **reduce** or deny **the** vacation leave **requested** by the employee, the Employer shall provide the employee **with** the reasons, in **writing**, for such change, reduction or denial of vacation leave, and such change, reduction or denial shall be **subject** to the grievance procedure of **this** agreement.

19.05 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; or
- (b) is **granted** special leave **with** pay because of illness in **the** immediate family; 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 of requested by the employee and approved by the Employer or reinstated for use at a later date.

- 19.06 **In** the event that **an** employee returns to work later than anticipated due to a delay of the aircraft, weather conditions, or mechanical failure of land travel vehicles, additional vacation leave days earned but not used shall be granted to the employee.
- 19.07 Employees are not permitted to **carry** over more vacation leave credits than can be earned in one (1) fiscal year. Vacation leave credits exceeding one (1) years entitlement will be liquidated in cash at the end of the fiscal year. **An** employee may opt to liquidate vacation leave credits in cash at **any** time.
- 19.08 Due to emergency operational requirements the Employer may alter **an** employee's vacation period **unless**.
- (a) The employee **has** made non-refundable deposits in view of **his** vacation or;
 - (b) The employee's spouse has **arranged** a vacation period which coincides with the employee.
- 19.09 Vacation pay shall be advanced to the closest payday prior to **an** employee's vacation.

Leave When Employment Terminates

- 19.10 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 Employer shall grant the employee any vacation leave **earned** but not used by **him** before the employment is terminated by lay-off if the employee **so** requests because **of** a requirement to meet the minimum service requirements for severance pay. **This** request shall be made **as** far in advance **as** is possible.
 - (c) At the employees request, the Employer shall divide the amount owing **as** specified in (a) above by four, and shall attach **this** amount to the employees regular earnings over four pay periods. Adequate notice must be given by the employee.
- 19.11 **An** employee whose employment is terminated by reason of a declaration that he abandoned **his** position is **entitled** to receive payment for any earned but unused vacation leave. If after reasonable efforts, the Employer is unable to locate the employee within six (6) months of termination, **his** entitlement shall lapse.

Vacation Travel Assistance

19.12 All employees who take **their** vacation and travel by **air** shall receive \$1800 for themselves and their dependants over the age of two, to a maximum of **\$7200** per employee, **as** travel assistance. **This** payment shall be made once per **fiscal** year.

Employees who do not travel by **air** on their vacation shall receive \$900 for themselves and their dependants over the age of two, **to** a maximum of **\$7200** per employee, **as** travel assistance. **This** payment **shall** be made once per **fiscal** year.

19.13 Employees will, upon application for travel assistance, be issued **with a** cheque in the amount of their entitlement. **Their** entitlement shall be issued on a separate cheque.

Travel Time

19.14 Vacations shall be lengthened by two **(2)** work days for the purposes of travel time, and **monies from** these two **(2)** days shall be paid prior to the employee's vacation period.

Article 20 - Special Leave

Credits

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

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

As **credits** are **used**, they may continue to **be** earned.

20.02 For the purposes of **this** Article, **immediate** family is defined **as an** employee's father, mother, brother, sister, spouse, common-law spouse, child, adoptive child, step child, foster child, father-in-law, mother-in-law, grandchildren, **grandparents**, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle, **niece**, nephew, **first** cousin and any relative permanently residing in the employee's household **or** with whom the employee permanently resides.

20.03 The Employer shall grant special leave **earned** with pay for a period **of** five **(5)** consecutive working days:

- (a) when there is a death in the employee's immediate family;
- (b) where **a member** of **the** immediate **family** residing outside the employee's **community** of residence becomes **seriously** ill.

- (c) when **an** employee is to be married.
- (d) 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;

20.04 The Employer shall grant special leave earned **to** all employees for one half (**1/2**) day, when there is a death of a co-worker,

20.05 The Employer shall grant special leave with pay for a period of up to three (3) consecutive working days where special circumstances not directly attributable to the employee prevent **his** reporting to duty, including:

- (a) serious household or domestic emergencies.
- (b) **a transportation** tie-up caused by weather, including when an employee is on the land;
- (c) serious community emergencies, where the employee is required to render assistance.

20.06 Special leave in excess of five (**5**) consecutive working days for the purposes enumerated in Article **20.03** may only be granted with the Employer's approval.

Birth and Adoption

20.07 **An** employee shall be granted special leave with pay up to a **maximum** of three (3) working days on the occasion of the birth of **his** child where travel is required and one (1) working day where travel is not required. An employee shall be granted special leave with pay up to a maximum of one and one-half (**1 1/2**) working day **on** the occasion of the adoption of a child. **This** leave may be divided into two parts and taken **on** separate days.

Civic Leave

20.08 **An** employee shall be entitled **to** up to ten (**10**) days civic leave with pay each year, not **to** be deducted **from** any leave **credits**. Civic leave includes but is not limited to **servicing as** members of search and rescue activities, municipal Council or any **other** activities approved by the Housing Manager. The employee may elect to receive any honoraria paid for such activities in lieu of receiving pay.

Casual Leave

20.09 The Employer shall grant an employee **casual** leave with pay for other purposes of a special or **unusual** nature.

20.10 Employees shall be granted **casual** leave with pay to a maximum of one day per occurrence where the employee's physician requires **him** to attend regular or recurring medical treatments and checkups.

20.11 Employees shall be granted **casual** leave ~~with~~ pay for two (2) hours:

- (a) for **an appointment** with (or to accompany a dependant family member to or from) a doctor, dentist, lawyer or school authorities;
- (b) or **to attend an appointment with an adoption agency**;

where such appointment cannot be scheduled outside of working hours.

Discretionary Leave

20.12 Every permanent employee shall be entitled **to** take one **(1)** day of special leave each **fiscal** year at **his** discretion. **This** day may be split into two parts. **An** employee **taking** discretionary leave shall be **required** to give forty-eight **(48)** hours advance notice to the Employer.

Article 21 - Sick Leave

Credits

21.01 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.

21.02 Subject **to** (a) below, and to **the** remainder of this Article, all absences on **account** of illness on a **normal** working day (exclusive of designated holidays) shall be charged against **an** employee's accumulated sick leave 'credits.

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

21.03 Where leave of **absence** without **pay** is authorized for any reason, or an employee is laid-off because of lack of work, and the employee returns to work upon **expiration** of such leave of absence or lay-off, he shall earn sick leave credits for each **month** in **which** he received pay for at least ten **(10)** days and shall retain **any** unused sick leave existing at the time of lay-off or **commencement** of leave without pay.

21.04 In circumstances where sick leave would be authorized but the employee has insufficient or no **sick** leave credits, he shall be granted sick leave **in** advance to **a** limit of **fifteen (15)** days which shall be charged against future credits **as** earned. If the employee **dies**, or is laid off before authorized **unearned** sick leave has been liquidated, no recovery shall be made **from** the employee's estate.

21.05 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**.

- 21.06 **An** employee is required to produce a certificate from **a** qualified **medical** practitioner, certifying that such employee is unable to carry out his/her duties due to illness:
- (a) for sick leave in excess of three (3) consecutive 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.
- 21.07 For each four **(4)** months that **an** employee does not use sick leave, one sick leave credit is converted to annual leave credit.

Travel Time

- 21.08 Every employee who is proceeding to a medical centre will be granted leave of absence with pay to be charged against his sick leave credits for the lesser of three (3) days from his post to a point of departure and return.
- 21.09 The Employer and the Union recognize that sick leave is granted for the purpose of protecting employees who are unable to work because of illness or **injury**. Employees who request sick leave and who are not unable to work because of illness or injury may be disciplined, up to and including termination.

Article 22 - Other Types of Leave

Court Leave

- 22.01 Leave of absence with pay shall be given to every employee who is required:
- (a) to serve on a **jury** and the **jury** selection process; or
 - (b) by subpoena or **summons** to attend **as** a witness in **any** proceeding held
 - (i) in or under **the** authority of **a court of justice** or before **a** grand jury;
 - (ii) before a **court**, judge, justice, magistrate, or **coroner**;
 - (iii) before the Senate or House of Commons of Canada, or a committee of the Senate or House of Commons, otherwise **than** in the performance of the duties of **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 witnesses before it.

Injury on Duty Leave

22.02 The Employer will make every reasonable effort to offer alternate employment to an employee who is unable to perform **his** regular duties **as** a result of an **injury** on duty.

Pregnancy Leave

22.03 **An** employee who becomes pregnant, shall notify the Employer of her pregnancy at least 15 weeks prior to the expected date of termination of her pregnancy; and, subject to Article **22.04**, shall, eleven (11) weeks before the expected date of the termination of her pregnancy be granted leave without pay for a **period** ending not later than twenty-six (26) weeks after the date of the termination of her pregnancy.

22.04 The Employer shall:

- (a) upon written request **from** the employee, defer the commencement of pregnancy leave without pay of an employee or terminate it earlier than twenty-six (26) weeks after the date of the termination of the pregnancy;
- (b) grant maternity leave without pay to an employee to commence earlier than eleven (11) weeks before the expected termination of the pregnancy;
- (c) The Employer may where pregnancy leave without pay is requested, require an employee to submit a medical certificate certifying pregnancy.
- (d) Leave granted under **this** clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay.
- (e) After completion of **six** (6) months continuous employment, an employee who has applied for pregnancy leave and who provides the Employer **with** proof that she is in receipt of Employment Insurance benefits shall be paid a maternity leave allowance.

22.05 **An** applicant under Article **22.04(e)** shall sign an agreement with the Employer providing:

- (a) that she/he will **return** to work and remain in the Employer's employ for a period of at least six (6) months after **his/her return** to work;
- (b) that she will **return to** work on the date of expiry of her pregnancy leave, unless **this** date is modified **by** the Employer's consent.

22.06 Should the employee fail to return to work **as per** the provisions of Article **22.05**, the employee recognizes that she is indebted to the Employer for the amount of maternity leave allowance received.

22.07 In respect to the **period** of pregnancy leave, maternity leave allowance will consist of the following:

- (a) For the first two (2) weeks, payments equivalent to ninety-three percent (93%) of his/her weekly rate of pay; and
- (b) For the period during which unemployment insurance benefits are received, payments equivalent to the difference between the employee's weekly unemployment insurance benefit rate and ninety-three percent (93%) of her weekly rate of pay.

- 22.08 For a full-time employee the weekly rate of pay referred to in Article 22.07, shall be the weekly rate of pay to which she is entitled **as** of the day immediately preceding the commencement of the pregnancy or parental leave.
- 22.09 For a part-time employee the weekly rate of pay referred to in Article 22.07, 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 pregnancy leave.
- 22.10 Where an employee becomes eligible for an annual increment of pay raise during the period of pregnancy leave, payments under Article 22.07 shall be adjusted accordingly.
- 22.11 The employee has no vested right to maternity leave allowance benefits except for supplementation of Employment Insurance benefits **as** provided in **this** Article.
- 22.12 Payments in respect of any other remuneration or severance pay benefits are not reduced or increased by payments received under **this** Article.
- 22.13 When a pregnant employee produces a statement from her physician that her working conditions may be **detrimental** to her health or that of the fetus, the Employer will either change those working conditions where that is reasonable within **his** operational requirements or allow the employee to take leave of absence without pay for the duration of **her** pregnancy.

Parental Leave

- 22.14 Where **an** employee **has** or will have the actual care and custody of his/her newborn child; or where an employee commences proceedings to adopt a child who is below nineteen years of age or obtains an order for the adoption of a child who is below nineteen years of age, **he/she** shall be **granted** parental leave without pay for a single period of up to thirty-seven **(37)** consecutive weeks. The leave shall be taken during the fifty-two (52) week period immediately following the day the child is born or, in the case of adoption, within the **fifty-two (52)** week period from the date the child **comes** into the employee's care **and** custody.
- 22.15 Leave granted **under this** Article shall be counted for the calculation of "continuous employment".

- 22.16 After completion of six **(6) months** of continuous employment, an employee who has applied for parental leave and who provides the Employer with proof that he/she is in receipt of Employment **Insurance** benefits shall be paid a parental leave allowance **as** follows.
- 22.17 An applicant under Article 22.16 shall sign **an agreement** with the Employer providing:
- (a) that he/she will return to work and remain in the Employer's employ for a period of at least six **(6) months after his/her return to work;**
 - (b) that he/she will return **to work** on the date of expiry of his/her parental leave **unless this date is modified with the Employer's** consent.
- 22.18 Should the employee fail to **return to work,** except by reason of death, disability, or lay-off, **as per** the provisions of Article 22.17(a), the employee **recognizes that** he/she is indebted to the Employer for the amount received **as** parental leave allowance. Should the employee not **return** for the full **six month period,** the employee's indebtedness shall be reduced on a prorated basis according to the number of months he/she received pay.
- 22.19 In respect of the **period of parental** leave, parental leave allowance payments will consist of up to a **maximum** of **seventeen (17)** weeks payments equivalent to ninety-three percent (93%) of the employee's weekly rate of pay.
- 22.20 For a full-time employee the weekly rate of pay referred to in Article 22.19 shall be the weekly rate of pay **to** which he/she is entitled for the classification prescribed in his/her certificate of appointment on the day immediately preceding the commencement of the parental leave.
- 22.21 For a part-time employee the weekly rate of pay referred **to** in Article 22.19 shall be the prorated weekly rate of pay to which he/she is entitled for the classification prescribed in his/her certificate of appointment averaged over the **six month period of continuous** employment immediately preceding the commencement of parental leave.
- 22.22 The employee **has** no vested right to parental leave allowance benefits except for supplementation of Employment Insurance benefits **as** provided in **this** Article.
- 22.23 Parental leave utilized by **an employee-couple** shall not exceed a total of thirty-seven (37) weeks for both employees combined.
- 22.24 **Parental** leave utilized by an employee couple in conjunction with pregnancy leave shall not exceed a total of fifty-two **(52)** weeks for both employees combined.
- 22.25 **Parental** leave taken by **an** employee in conjunction with pregnancy leave shall be taken immediately **after** the termination of pregnancy leave and the duration of both periods of leave shall not exceed a total of fifty-two **(52)** weeks.

- (b) at double time **(2X)** for all hours of overtime worked after the first four **(4)** consecutive hours of overtime and double time **(2X)** for all hours worked on a day of rest, or holiday.
- (c) In lieu of **(a)** and **(b)** the Employer shall grant, at the employee's **request**, equivalent leave with pay at the appropriate overtime rate.

25.05 When overtime compensation is paid, the pay statement shall indicate the pay period, rate of overtime, and the number of overtime hour.

25.06 If an employee is required to work overtime, is called out, or is required to report to work as reporting pay, and they remain past **11:00** pm they shall not be required to report to work until 9:00 am, the following morning. For this time employees will be granted lieu time with no notice required.

Article 26 - Pay

26.01 Employees are entitled to be paid for services rendered for the classification and position to which they are appointed at the pay rates specified in Schedule A — Hourly Rates of Pay.

26.02 Employees shall be paid on a biweekly basis with pay days being every second Thursday.

26.03 Where paycheques, pay stubs, T4 information slips, and any other employee-specific pay and benefit items are distributed to employees at their place of work, they shall first have been placed in sealed envelopes, Pay stubs shall show the employee's name, the pay period being paid, the particulars of wages, allowances and benefits paid, the deductions taken from the pay, and the employee's net pay.

26.04 Employees who have earned overtime compensation in addition to their regular pay, shall at the employee's request, bank this time at overtime rates and take it as lieu time. Employees, at their request, may have the banked overtime paid out in cash.

26.05 Allowances are paid on an hourly basis for all regular hours worked. Nothing in this Agreement constitutes a guarantee that any employee will receive any amount of allowances in a year.

Acting Pay

26.06 When an employee is designated in writing by the Employer to perform the duties of a higher classification level on an acting basis, 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.

26.07 **When** a day designated **as** a paid holiday **occurs** on a day when the employee would otherwise be performing duties on **an** acting basis, the holiday shall be considered **as** a day worked for purposes of acting pay.

26.08 When an employee is appointed to a new position he shall be paid

- (a) If the appointment constitutes a promotion **as** defined in Article 2.01(w) an increase in **salary** that is nearest to but not less than the difference between Step 1 and Step 2 of the new pay range. In addition, if a performance increment is due not later **than** six (6) months from the date of promotion and is recommended, and increment will **be** granted at the time of promotion on the present pay level prior to application of the new pay level.
- (b) If the appointment constitutes a transfer, at the rate nearest to, but not **less** than his former rate of pay; or
 - (i) where the employee agrees to **accept** a transfer to a position, the **maximum** rate of pay of which is less **than his** present **rate** of pay. The employee will continue to receive **his** normal rate of pay, which will be red circled. When the **maximum** rate of pay of **his** new position **exceeds** the **red circled** amount, he shall then follow the pay scale for the new position at the **maximum** amount.
- (c) if the appointment is a result of the employee's successful application for a position, the **maximum** rate of pay of which is equal to or less **than** that of the employee's present position, the employee shall be paid at their present rate of **pay**.

26.09 Where a salary increment and salary revision are effective on the same date, the salary increment shall be applied first and the resulting rate shall be revised in accordance **with** the salary revision.

26.10 Pay increments shall be granted to employees on their anniversary day of **each** year, until such time that they have reached the **maximum** pay level for their position.

Pay Recovery

26.11 Where **an** employee, **through no** fault of **his** own, has been overpaid, the appropriate pay office will, before recovery action is implemented, advise the employee in writing of the amount overpaid **and** the intention of the Employer to recover the overpayment. Prior to said recovery, the Employer **and** employee shall discuss the pay recovery and the Employer shall devise **an** acceptable recovery schedule. But in any event, the recovery shall not be in excess of twenty percent (20%) of the employee's net **earnings** per pay period.

26.12 When deductions **are** made, the Employer shall provide **an** itemized statement **of** the purpose **and** the amount of each deduction.

Duty Travel

- 27.05 Employees travelling on behalf of the Employer shall be reimbursed for reasonable expenses incurred. The Labour/Management Committee shall determine in each individual **case** what the reasonable expenses are, prior to the employee's departure.
- 27.06 If the decision of the Committee is not satisfactory to the employee, he/she will not be **required** to travel, and the employee will not be reprimanded or discriminated **in** any way **if they choose** not to go.

Article 28 - Vacancies Job Promotions and Transfers

- 28.01 Nothing in this Article **requires** the Employer to create or fill positions.
- 28.02 Seniority shall be the governing factor in determining promotions, demotions, order of lay-off and order of recall, and filling of jobs after posting, providing that the most senior employee **possesses** the required qualifications and ability to perform the normal requirements of the job.
- 28.03 Ability to do the job means ability to perform the normal requirements of the job following **an** appropriate familiarization period.

Vacancies

- 28.04 Every vacancy for positions expected to be of **more** than six (6) months duration and every newly-created position shall be posted for a **minimum** of three (3) full working days on the Union notice Board. The job posting shall state the job classification, rate of pay, and **required** qualifications of the job. **An** employee desiring a position must make application in writing to the manager within a four (4) working day period, **unless** a longer period is specified on the posting by the Employer.
- 28.05 **A** probationary employee **shall** be eligible to participate in job competitions in the same manner **as** non-probationary employees.

- 28.06 New employees shall not be hired when there are employees on lay-off who **are** qualified to perform the job.

Job Postings

- 28.07 **In** filling job vacancies, including promotions, transfers, and new positions, the job shall be awarded **within fifteen (15)** working days of posting, or such date that the Employer indicates on the notice.

Transfers

- 28.08 **No** employee shall be transferred to a position outside the Bargaining Unit without **his** consent. Such transfers will not exceed **six (6)** months. **An** employee shall be entitled to all **rights** and benefits contained in the Agreement for the duration of **this** transfer.
- 28.09 **No** employee shall be **transferred** to **another** position within the Bargaining Unit without **his** consent.

Article 29 - Casual and Term Positions

- 29.01 Except with prior mutual agreement between the Union **and** the Employer, no term position may extend beyond one (1) year. Should the Employer **wish a term** position to extend beyond a period of one (1) year, that position must become **a regular** position which must be offered to the incumbent of the term position, **and his** or her **seniority** date shall be the initial date of hire into **his** or her term position.

Casual Positions

- 29.02 Casual employees shall be paid at the rate specified in Schedule **A** - Hourly Rates of Pay, and shall be paid 6% vacation pay at the conclusion of **their** term.
- 29.03 Casual employees are not entitled to any other benefits of **this** Agreement except the Settlement Allowance.

Article 30 - Credit for Previous Experience

- 30.01 Where **an** employee is rehired by the Employer to work in the same classification within one (1) year from the date that the employee ceased working for the Employer, the employee shall be given 100% credit for all previous **service** with the Employer.
- 30.02 The Employer may **grant** a greater amount of credit for previous experience **than** specified in Article 30.01 above.

Article 31 - Job Description

- 31.01 When **an** employee is first hired the Employer shall, provide the employee with **a** Written Job Description.
- 31.02 **Upon** written request, an employee shall be entitled to a complete and current Job Description and responsibilities, including the position's classification level.

Article 32 - Classification

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

Article 33 - Education and Training

- 33.01 The Labour/Management Committee will develop training options for programs and funding for all employees to be implemented as funds are available.
- 33.02 Employees will be eligible for employment related courses, and leave with pay to take the course, upon the employee's request.
- 33.03 Where the employee requests to enrol in personal development courses, the Employer will reimburse the employee for the costs of such courses upon the employee's successful completion of the courses, where the course is beneficial and pertaining to the job.

Article 34 - Employee Performance Review and Employee Files

Employee Performance Review

- 34.01 When a formal review of an employee's performance is made, the employee concerned shall be given the opportunity to discuss then sign the review form in question to indicate that its contents have been read and understood. The employee shall also be given the opportunity to provide written comments to be attached to his performance appraisal and may use the grievance procedure in Article 36 to correct any factual inaccuracies in his performance appraisal.
- 34.02 The Employer's representative who assesses an employee's performance must have observed the employee's performance for at least one-half (1/2) of the period for which the employee's performance is evaluated.

In the event that an Employer's representative has not observed the employee's performance for one-half (1/2) of the period, an Employer's representative in the best position to make the evaluation shall do so.

34.03 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.

Employee Files

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

34.05 **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 has elapsed **since** the disciplinary action **was taken** provided that no further disciplinary action of **a similar nature** has been **recorded during this period**.

34.06 Upon **request** of **an** employee, the Personnel file of **that employee** shall be made available for **his** examination at reasonable **times** in the **presence of an authorized representative** of the Employer. With written authorization **from the employee**, a **Representative of the Union** shall be given the opportunity to **review that employee's file and take any copies** that may be needed.

34.07 Only one file **per** employee for the purposes of performance evaluation or discipline shall exist.

34.08 The Employer agrees that communications between **an** employee and **his** Representative are confidential.

34.09 The Employer **shall** not **ask** questions of the Representative which answers to those questions may be damaging to the employee(s), nor shall any evidence produced by the Representative **be used** against the employee(s). In accordance with the foregoing, a Representative shall not be forced to **testify** against **an** employee.

Article 35 - Suspension and Dismissal

35.01 The Employer shall have the right to suspend with or without pay and/or discharge **an** employee for just and sufficient cause. Prior to suspending or discharging **an** employee, the Employer shall **examine** several factors such as the seriousness of **the** offence, the employee's length of service, and other relevant mitigating factors.

35.02 When employees **are** to be suspended or dismissed, the Employer shall notify the employee in writing of the reasons for such suspension or dismissal within twenty-four **(24)** hours of the suspension or dismissal in sufficient detail that the employee may defend himself against it.

35.03 The Employer shall notify the local Representative of the Union that such suspension has occurred or is to occur,

35.04 When employees are required to attend a meeting where a disciplinary decision concerning them is to be taken by the Employer, the employees are entitled to have, at their request, a Representative of the Union to attend the meeting. The Employer must advise the employee of his right to be accompanied by his Representative at least one day in advance of the meeting.

Article 36 - Adjustment of Disputes

36.01 "Grievance" means a difference which arises between the Union and the Employer and/or between an employee(s) and the Employer relating to:

- (a) the interpretation, application, administration or alleged violation of this Agreement (including any question as to whether a matter is arbitrable);
- (b) the interpretation, application, administration or alleged violation of a provision of an Act or Regulation, or a direction or other instrument made or issued by the Employer dealing with the terms or conditions of employment;
- (c) disciplinary action resulting in demotion, suspension, or a financial penalty (including the withholding of an increment);
- (d) dismissal; or
- (e) letters or notations of discipline placed on an employee's personnel file.

36.02 The procedure for the final resolution of the grievances listed in Article **36.01** is to arbitration.

36.03 The Employer shall be entitled to file grievances directly with the President of the Union.

Representation

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

36.05 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.

36.06 Where an employee has been represented by the Union in the presentation of his grievance, the Employer will provide the appropriate Representative of the Union with a copy of the Employer's decision at each level of the grievance procedure at the same time that the Employer's decision is conveyed to the employee.

36.07 The Union shall on their own behalf or on behalf of one or more members have the right to initiate and present a grievance on any matter.

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

Procedure

- 36.09 Except as otherwise provided in this Agreement a grievance shall be processed by recourse to the following steps:
- (a) First Level (Secretary-Manager)
 - (b) Second Level (Board of Directors)
 - (c) **Final Level (Arbitration)**
- 36.10 The Employer shall provide the employee **with** a receipt stating the date on which the grievance was received.
- 36.11 The Labour/Management Committee **shall** have **four (4)** working days in which to **try** to resolve the matter prior to it being referred to Arbitration.
- 36.12 **A grievance** of an employee shall not be deemed to be invalid by a reason only of the fact it is not in accordance with the **form** supplied by the Employer.
- 36.13 **No** proceedings under this Article are invalid by reason of any defect of form or **any** technical irregularity.
- 36.14 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 Union's written agreement.

Time Limits

- 36.15 **An** employee or the Union may present a grievance to the first level of the procedure within twenty-five (25) calendar days of the date on which he first becomes aware of the action or circumstances giving rise to the grievance.
- 36.16 The Employer shall reply in writing to **a** grievance within twenty-five (25) **calendar** days at the **First** Level 1 and within **thirty** (30) calendar **days** at the Second Level 2.
- 36.17 **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 thirty (30) calendar days** after that decision or settlement has been conveyed in Writing to **him** by the Employer; or
 - (b) where the Employer has not conveyed a decision to the griever within the time prescribed in Article 36.16 **within thirty (30) calendar days** after the day the reply was due.
- 36.18 The time limits stipulated in **this** procedure may be extended by mutual agreement between the Employer and the Union Representative. Where a grievance has not been

filed or advanced within the time limits specified in **this** Article, the grievance shall be considered abandoned.

Arbitration

- 36.19** Where a difference **arises** between the parties relating to the interpretation, application or administration of the Agreement including any question **as** to whether a matter is arbitrable, or administration 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 **thirty (30) days** of the **receipt** of the reply at the Final **Level**, of his desire to submit the difference or allegation to arbitration.
- 36.20** The parties agree that arbitration referred to, in Article **36.19** shall be by a single arbitrator.
- 36.21** If an arbitrator selected 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.
- 36.22** The arbitrator has all of the powers granted to arbitrators under the *Canada Labour Code* **Part** I in addition to any powers which are contained in **this** Agreement.
- 36.23** 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.
- 36.24** The award of the arbitrator shall be signed by him and copies thereof shall be transmitted to the parties to the dispute.
- 36.25** The Arbitrator shall not have the authority to alter or amend any of the provisions of **this** Agreement, or **to** substitute any new provisions in lieu thereof, or to render any decision **contrary** to the terms and provisions of **this** Agreement, or to increase or decrease wages.
- 36.26** The Employer and **Union** shall each pay one-half (1/2) of the remuneration and expenses of the arbitrator and each party shall bear its **own** expenses of every such arbitration.
- 36.27** 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 for the date of the release of the decision or the date provided in the decision for compliance, whichever is later, file in the office of the Clerk of the 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.

36.28 In addition to the powers granted to arbitrators under the Canada Labour Code ~~Part I~~ the Arbitrator may determine that the employee has ~~been~~ dismissed for other ~~than~~ proper cause and he ~~may~~:

- (a) direct the Employer 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 37 - Civil Liability

37.01 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 here!~~ before referred ~~to~~, being ~~commenced~~ against him must advise the Secretary/Manager of any such notification or legal process;
- (b) The Employer shall pay any damages or ~~costs~~ awarded against any such employee in any such action or proceedings and all legal fees, and
- (c) The Employer shall pay any ~~sum~~ required to be paid by such employee in connection with the settlement of any claim made against such employee provided the conduct of the employee which gave rise ~~to~~ the action did not constitute a wilful breach or negligence of ~~his~~ duty ~~as~~ an employee.
- (d) Upon the employee notifying the Employer in accordance with paragraph (a) above, the Employer shall appoint counsel.
- (e) Nothing in ~~this~~ Section will interfere with the right of the Employer to defend itself or the employee.

Article 38 - Technological Change

38.01 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 Employer ~~agrees~~ to provide four (4) months notice to the Union of any major technological change in equipment which would result in changes in the employment ~~status~~. In addition, the Employer ~~agrees to consult with the Union~~ with a view ~~to resolving~~ problems which may arise ~~as a result~~ of the introduction of ~~such~~ technological change.

38.02 In ~~cases~~ where employees may require retraining the Employer will offer training courses at no expense to employees.

Article 39 - Labour/Management Committee

- 39.01** A Labour/Management Committee will be formed to consult on matters of Safety and Health, the Employee Assistance program, transportation to a medical centre, energy conservation, and other matters of mutual interest.
- 39.02** The Labour/Management Committee shall be comprised of **equal** representation of the Union and the Employer, with each party **choosing their respective** representatives.
- 39.03** The Committee will meet at any time at the request of either party, but in any event will meet at least once every **six (6) months**.
- 39.04** In matters of Safety and Health, the Committee will follow the following provisions:
- (a)** The Employer 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 Employer shall ensure that employees can obtain the assistance of a first aid attendant easily and rapidly in all workplaces.
 - (d)** The Employer 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 Employer will encourage employees to take first aid courses and will assume the **costs** of such courses and also the **costs** of refresher courses required to maintain the validity of a certificate. Employees taking first aid **training** shall be granted leave with pay for the duration of the courses.

Workplace Environmental Protection

- (f)** The Employer 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

- (g)** **Where** toxic or suspected and/or confirmed carcinogenic chemicals or substances are identified **as** being present in the workplace, the Committee shall:
 - (i)** Remove and/or substitute chemicals or substances in the work procedure;
or

- (ii) introduce engineering controls to provide complete isolation between said chemicals and/or **substances** and the worker(s); and
- (iii) maintain ongoing monitoring of the workplace.
- (iv) **Where** a dangerous substance cannot be removed or replaced, a notice indicating that a danger exists shall be posted.

Protective Clothing and Equipment

- (h) The Employer 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

- (i) A pregnant worker who furnishes to the Employer a medical certificate attesting that her working conditions may be 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. A request shall be granted by the Employer and the assignment shall be without loss of pay or benefits.

The Right to **Know**: Hazard Identification

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

Information and Investigations Concerning Health Hazards and Work Injuries

- (k) The Employer 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.

Smoke Free Workplace

- (l) In the event that the premises of the Employer become "Smoke Free", the Employer shall provide a designated area in each workplace where smoking will be permitted.

Employee **Assistance Program**

- 39.05 In matters of the Employee Assistance **Program**, the Labour/Management **Committee** shall concern itself with poor work performance resulting suspected addiction.

- 39.06 Should **this** time of business arise during a Labour, Management Committee meeting, the committee will deal with the matter confidentially taking into consideration the following provisions:
- (a) That addictions are medical disorders, and
 - (b) That an employee should be encouraged to remedy a disorder due to an addiction, and
 - (c) That benefits normally extended to employees during the **time** of illness shall be **extended to an employee suffering** from an addiction at such a time that he or she **seeks to correct this disorder, and**
 - (d) That **the** decision to undertake treatment is the responsibility of the employee, and
 - (e) That the decision to seek treatment will not affect job security.
- 39.07 The Committee will discuss other matters of mutual concern which may arise from time to time.

Article 40 - Safety and Health

Safety Act and Regulations

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

Right to Refuse Dangerous Work

- 40.02 **An** employee shall have the right to refuse to work in dangerous situations as provided in the **Safety Act**.
- 40.03 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 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.
- 40.04 No loss of wages or disciplinary action shall be **taken** against any worker by reason of the fact that he exercised the right conferred upon him in 40.03 above. 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.

Article 41 - Maintenance Employees

- 41.01 The provisions of **this** Article shall apply to all maintenance employees.

Wash-up Time

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

Work Clothing And Protective Equipment

41.03 The Employer shall provide all clothing and equipment required by the Workers' Compensation Board plus the following articles:

- (a) Summer coveralls, and will replace them as required, but not more than once per year;
- (b) An annual boot allowance of one hundred and ten dollars (\$110.00) once per year on a reimbursement basis upon production of receipts.

Adverse Working Conditions

41.04 Except in emergency conditions, the Employer shall not require an employee to work outside under extreme weather conditions.

Article 42 - Apprentices and Trainees

42.01 The following are agreed upon terms and conditions of employment for employees engaged as Apprentices and Trainees by the Employer:

- (a) The *Apprenticeship, Trade and Occupations Certification Act* and pursuant Regulations shall apply to all Apprentices and Trainees employed. A copy of the current Regulations shall be made available to the apprentice upon appointment.
- (b) Apprenticeship Training programs shall be those designated under the *Apprenticeship, Trade and Occupations Certification Act*.
- (c) Pay increases shall not be automatic but will be based upon levels of certification issued by the Apprentices Branch and shall be effective from the date of certification.
- (d) Apprentice rates will be based on a percentage of the appropriate journeyman rate as follows:

<u>Four Year Training Programs</u>		<u>Three Year Training Programs</u>	
Year 1	55%	Year 1	60%
Year 2	65%	Year 2	70%
Year 3	75%	Year 3	80%
Year 4	85%		

Two Year Training Programs

Year 1 **65%**
Year 2 **80%**

One Year Training Programs

Year 1 **70%**

(e) Apprentices shall be entitled to the benefits and terms and conditions of employment outlined in the Agreement while they are working for the Employer and while attending Trade School.

42.02 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.

42.03 **An** apprentice who fails any portion of the trade training course three times may be dismissed. **The** Employer will attempt to continue to employ in a position for which the employee is qualified

Article 43 - Tools

43.01 The Employer agrees to replace worn out or broken tools used and owned by Journeyman and Apprentices in the **regular** performance of their work. Whenever replacement is made, the new tool will be of a similar quality **as** the initial tool. In situations where highly specialized tools are not normally associated with a Journeyman's tool kit are required, they will be provided by the Employer, who will retain ownership of them. The Employer shall **assist** employees in the purchase of tools and equipment used in the performance of their duties to the extent that employees shall be able **to** purchase these tools and equipment through the Employer at the Employer's cost price.

Article 44 - Allowances

Settlement Allowance

44.01 A settlement allowance will be paid to all permanent, part-time or **term** employees.

44.02 **The** amount of Settlement Allowance shall be based on \$6200 per year. **This** allowance shall be divided by 2080 for employees whose normal hours of work are eight (8) per day; and by 1950 for employees whose normal hours of work are seven and one-half (7½) per day. **This** allowance shall be paid on **an** hourly basis for all regular hours worked. It shall be paid bi-weekly.

Housing Allowance

44.03 All employees who are living in private accommodation or living in the Employer's housing **units** and paying economic rent (**as** determined by Nunavut Housing Corporation) and paying utilities shall be provided with a Housing Allowance based on \$9350 per year. **This** allowance shall be divided by 2080 ~~or~~ employees whose normal

hours of work are eight (8) per day; and by 1950 for employees whose normal hours of work are seven and one-half (7 ½) per day. This allowance shall be paid on an hourly basis for all regular hours worked. It shall be paid bi-weekly.

Vehicle Allowance

- 44.04 The Employer shall pay a Vehicle Allowance of twenty-five dollars (\$25.00) per day for those employees who use their personal vehicle at work, provided the Manager has authorized it.

Article 45 - Pension and Group Benefit Plans

- 45.01 The Northern Employee Benefits Services (NEBS) Pension Plan is a term and condition of employment for all eligible employees.
- 45.02 The Northern Employee Benefits Services (NEBS) Group Benefit Plan (i.e. Basic Group Life Insurance, Accidental Death & Dismemberment, Dependents Insurance, and Long Term Disability) is a term and condition of employment for all eligible employees.
- 45.03 All issues arising under the Group Benefit and Pension Plans, including issues concerning eligibility and entitlement shall be determined by the Plans' providers.
- 45.04 An Employee who is to be dismissed shall be provided with the option of taking early retirement if he would otherwise qualify.
- 45.05 The Employer shall discuss a Pre-Retirement Planning program in consultation at the Labour/Management Committee.

Article 46 - No Contracting Out

- 46.01 There shall be no contracting out of any work by the Employer if it would result in the lay-off, continuance of a lay-off or the reduction of hours of an employee.

Article 47 - Lay-Off and Job Security

- 47.01 Lay-offs will be made, when necessary, on the basis of seniority within specified classifications.

In order to minimize the adverse effects of Lay-off, the Employer will provide retraining when practicable.

A person ceases to be a lay-off if he is not appointed to a position within twenty-four (24) months from the date on which he became a lay-off.

Recall

- 47.02 Before an employee is laid off:

- (a) each such employee shall be given notice in writing of the **effective** date of **his** lay-off **as far in advance as** is possible subject to a minimum of two (2) months, or two (2) months pay in lieu of notice.
- (b) **every** employee subject to lay-off shall, during the **three** month period of notice, be granted leave with pay for the **purpose** of being interviewed and examined by a prospective employer and to such additional leave with pay **as** the Employer considers reasonable for the employee to travel to and from the place where **his** presence is **so** required.

47.03 Recall **from a lay-off will** be made on the basis of seniority within specified classifications.

47.04 The Employer shall give notice of recall **personally** or by **registered** mail.

Where notice of recall is given personally, the Employer shall deliver in duplicate a letter stating that the employee is recalled. **In this instance,** notice of recall is deemed to be given when **served**.

Notice of recall is given by registered mail, notice is deemed to be given fourteen days from the date of mailing.

47.05 The employee shall return to work within ten (10) working days of receipt of notice of recall, **unless,** on reasonable grounds, he is unable to do **so**.

Cooling Off Period

47.06 **An** employee who wilfully terminates **his** employment **as** a result **of** a misunderstanding or argument shall be allowed **to** return to work and remain employed if he does **so within** one (1) working day. An employee *can* only take advantage of this section once a year.

Garnishee

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

Article 48 - Severance Pay

Lay-off

48.01 **An** employee who has on year or more of continuous employment and who is laid off is entitled to be paid Severance Pay at the time of lay-off in the amount of two (2) weeks of pay for the first year of service and one (1) week for each year of continuous employment after the first year.

48.02 Payment shall be prorated in respect of any period of continuous employment which is less than a complete year.

Resignation

48.03 For all employees 'employed ~~as~~ of August 1, 1998 ~~who~~ resigns after eight (8) years of continuous employment is entitled to be paid Severance Pay on resignation in accordance with the following formula:

$$\frac{\text{Number of years of service} \times \text{weekly rate of pay on resignation}}{2}$$

less any period of continuous employment in respect of ~~which~~ Severance Pay ~~was~~ previously granted, to a ~~maximum~~ of thirteen (13) weeks pay.

Retirement and Termination for Health Reasons

48.04 This 'clause shall apply to ~~an~~ employee:

- (a) who retires from the Employer; or
- (b) whose employment is terminated ~~as~~ a result of ~~a~~ recommendation made to the Employer that the employee was incapable of performing his/her duties because of ~~chronically~~ poor health.

48.05 When employment terminates for either of the reasons stated in Article 48.04 above, the employee shall be paid Severance Pay equal to the product obtained by multiplying ~~hisher~~ weekly rate of pay on termination of employment by the number of completed years of ~~hisher~~ continuous employment to a maximum of ~~thirty~~ (30), less any period of continuous employment in respect of which Severance Pay was previously granted.

48.06 When employment terminates for either of the reasons stated in Article 48.04, the employee shall have the right to waive his/her entitlement to Severance Pay ~~and~~, in lieu thereof, be granted an equivalent period of leave ~~with~~ pay.

Article 49 - Re-Opener of Agreement and Mutual Discussions

Re-opener of Agreement

49.01 The Agreement may be amended by mutual consent. ~~Mtual~~ Discussions

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

Article 50 - Duration and Renewal

50.01 The term of this Agreement shall be ~~from~~ April 1, 2007 to March 31, 2009.

50.02 Notwithstanding Article 50.01, the provisions of ~~this~~ Agreement, including the provisions for the adjustment of disputes in Article 36, shall remain in effect during the negotiations for its renewal, and until either a new collective agreement becomes effective, or until the provisions of Section 89(1) of the ~~Canada~~ Labour ~~Code~~ have been met.

- 50.03 In accordance with Section 49(1) of the *Canada Labour Code*, either party to **this** Agreement may, **within** the period of four **(4)** months immediately preceding the date **of** expiration of the **term** of **this** Agreement, by written notice, require the other party to **this** Agreement to commence collective bargaining with a view to the conclusion, renewal or revision of **this** Agreement.
- 50.04 Where notice to bargain collectively **has** been given under Article 50.03, the Employer shall not alter the rates of pay or any term or condition of employment or any right or privilege of the employees, or any right or privilege of the Union until a renewal or revision of **this** Agreement has been concluded, or a new collective agreement has been entered into in accordance with Section 50 of the *Canada Labour Code*, **or until the** provisions of Section 89(1) of the *Canada Labour Code* have been met, **unless the Union** consents to the alteration of such **a** term or condition, or such a right or privilege.

Article 51 - Social Justice Fund

- 51.01 The Employer shall contribute one cent (\$0.01) **per** hour worked to the PSAC Social Justice Fund and such contribution will be made for all hours **worked** by each employee in the bargaining **unit**, commencing **on** the date that the PSAC Social Justice Fund receives charitable **status** from the Canada Customs and Revenue Agency. Contributions to the Fund will be made quarterly, in the middle of the month immediately following completion of each **fiscal** quarter year, and such contributions remitted to the PSAC National **Office**. Contributions to the Fund are to be utilized strictly for **the** purposes specified in the Letters Patent of the PSAC Social Justice Fund.

Signed at _____, Nunavut this 22 day of Nov, 2007.

on behalf of the
Arviat Housing Association

on behalf of the
Public Service Alliance of Canada



Doreen Ikakhik
Director



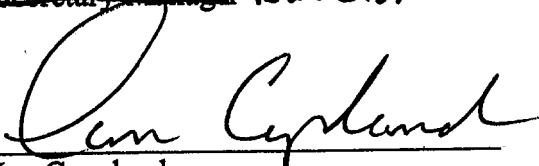
Jean-Francois Des Lauriers
PSAC
Regional Executive Vice-President - North



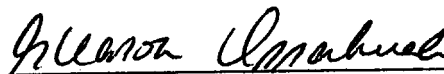
Nancy Kalluak
~~Secretary Manager~~ Director



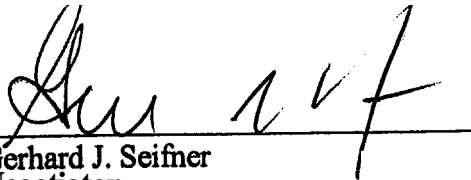
Kevin Kalluak
Committee Member



Ian Copeland
Manager



Glenon Uppahuk
Committee Member



Gerhard J. Seifner
Negotiator



Luc Guevremont
Negotiator

SCHEDULE A

Effective April 1, 2007

Step 1 Step2 Step3 Step4 Step5 Step6

Administration

Assistant Secretary/Manager \$ 28.91 \$ 29.78 \$ 30.67 \$ 31.59 \$ 32.53 \$ 33.53

Finance Officer \$ 23.49 \$ 24.19 \$ 24.90 \$ 25.65 \$ 26.41 \$ 27.21

Tenant Relations Officer \$ 23.49 \$ 24.19 \$ 24.90 \$ 25.65 \$ 26.41 \$ 27.21

Assistant Tenant Relations Officer \$ 18.96 \$ 19.52 \$ 20.11 \$ 20.71 \$ 21.33 \$ 21.97

Clerk/Typist \$ 18.79 \$ 19.37 \$ 19.94 \$ 20.55 \$ 21.16 \$ 21.80

Maintenance

Foreman \$ 28.06 \$ 28.91 \$ 29.78 \$ 30.67 \$ 31.60 \$ 32.54

Oil Burner Mechanic \$ 28.64 \$ 29.50 \$ 30.38 \$ 31.30 \$ 32.23 \$ 33.21

Maintenance Clerk \$ 24.64 \$ 25.35 \$ 26.12 \$ 26.91 \$ 27.69 \$ 28.54

Housing Maintenance Serviceperson \$ 25.97 \$ 26.75 \$ 27.54 \$ 28.37 \$ 29.22 \$ 30.09

Janitor(part time)* \$ 12.84 \$ 13.23 \$ 13.62

Casual Maintenance Employee* \$ 15.82 \$ 16.28 \$ 16.77

Special Project Employee* \$ 18.25 \$ 18.80 \$ 19.36

• **Effective** commencing March 1, 2006, 2,080 hours of accumulated service since August 1, 2005, are required in order to move to the next Step.

Effective April 1, 2008

	Step1	Step2	Step3	Step4	Step5	Step6
<u>Administration</u>						
Assistant Secretary/Manager	\$ 29.85	\$ 30.75	\$ 31.66	\$ 32.62	\$ 33.59	\$ 34.61
Finance Officer	\$ 24.25	\$ 24.98	\$ 25.71	\$ 26.48	\$ 27.27	\$ 28.09
Tenant Relations Officer	\$ 24.25	\$ 24.98	\$ 25.71	\$ 26.48	\$ 27.27	\$ 28.09
Assistant Tenant Relations Officer	\$ 19.57	\$ 20.16	\$ 20.77	\$ 21.39	\$ 22.02	\$ 22.69
Clerk/Typist	\$ 19.40	\$ 20.00	\$ 20.59	\$ 21.21	\$ 21.84	\$ 22.50
<u>Maintenance</u>						
Foreman	\$ 28.98	\$ 29.85	\$ 30.75	\$ 31.66	\$ 32.63	\$ 33.60
Oil Burner Mechanic	\$ 29.57	\$ 30.46	\$ 31.36	\$ 32.31	\$ 33.28	\$ 34.28
Maintenance Clerk	\$ 25.44	\$ 26.17	\$ 26.97	\$ 27.78	\$ 28.59	\$ 29.47
Housing Maintenance Serviceperson	\$ 26.81	\$ 27.62	\$ 28.43	\$ 29.30	\$ 30.17	\$ 31.06
Janitor (part time)*	\$ 13.26	\$ 13.66	\$ 14.06			
Casual Maintenance Employee*	\$ 16.33	\$ 16.81	\$ 17.31			
Special Project Employee*	\$ 18.85	\$ 19.41	\$ 19.99			

* Effective commencing March 1, 2006, 2,080 hours of accumulated service since August 1, 2005, are required in order to move to the next Step.

Letter of Understanding

A. The Employer and the Union agree that anyone performing services for the Employer who is part of a work placement program, **and** whose services for the Employer are funded, such **as**:

summer students;
social assistance recipients;
work experience students

are members of the Bargaining Unit and will receive the greater of:

- a)** the minimum wage and the hourly rate of the Settlement Allowance; or
- b)** the wage and benefit plans according to the level of funding realized from the third party programs.

53