

COLLECTIVE AGREEMENT

BETWEEN

POND INLET HOUSING ASSOCIATION

AND

PUBLIC SERVICE ALLIANCE OF CANADA

as represented by its agent

Nunavut Employees Union

Effective: April 1, 2003
Expires: March 31, 2004

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ARTICLE 1 - PURPOSE OF AGREEMENT

- 1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees and the Union, to set forth certain terms and conditions of employment relating to pay, hours of work, employee benefits and general working conditions affecting employees covered by this Agreement and to ensure that all measures are provided for safety and occupational health of the employees.
- 1.02 The parties to ~~this~~ Agreement share a desire to improve the quality, to promote well being and increase the productivity of the employees to the end that the Employer ~~will~~ be well and efficiently served. Accordingly the parties are determined to establish, within the framework provided by law, an effective 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) "Agreement" means this Collective Agreement.
 - (b) "Alliance" means the Public Service Alliance of Canada.
 - (c) "Allowance" means compensation payable to an employee in addition to his/her regular remuneration payable for the performance of the duties of his/her position.
 - (d) "Association" means the Pond Inlet Housing Association.
 - (e) "Bargaining Unit" means all employees of the Association excluding the Manager, Maintenance Manager and casual employees.
 - (f) A "common-law spouse" relationship is said to exist when for a continuous period of at least one (1) year, an employee has lived with a person, publicly represented that person to be their spouse, and lives and intends to continue to live with that person as if that person were their spouse.
 - (g) "Continuous service" means uninterrupted employment with the Employer. Where ~~an~~ employee ceases to be employed for a reason other than dismissal, abandonment of position or rejection on probation and is re-employed within a period of three months, his/her period of employment for purposes of sick leave, vacation entitlement and travel benefits shall be considered as continuous service with the Employer.
 - (h) "Casual employee" means a person employed by the employer for work of a temporary nature not to exceed four (4) continuous months.
 - (i) "Day of Rest" in relation to an employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of his/her position other than by of his/her being on leave of absence.

- (j) "Demotion" means the appointment of an employee for reasons of unsatisfactory performance, incompetence or incapacity to a new position for which the maximum pay is less than that of his/her former position.
- (k) "Employee" means a member of the bargaining unit.
- (l) "Employer" means the Association.
- (m) "Fiscal Year" means the period of time from April 1 in one year to March 31 in the following year.
- (n) "Grievance" means a difference which arises between the Union and the Employer and/or between an employee and the Employer relating to the interpretation, application, operation or alleged violation of this Agreement or administration of this Agreement including any question as to whether a matter is arbitrable, disciplinary action resulting in demotion, suspension, a financial penalty or dismissal, and letters or notations of discipline placed on an employee's personnel file.
- (o) "Holiday" means the twenty-four (24) hour period commencing at 12 midnight at the beginning of a day designated as a paid holiday in this Agreement.
- (p) "Indeterminate Employee" means an employee employed in a position designed as a regular full-time position by the Employer and who has completed the probationary period.
- (q) "Lay-off" means an employee whose employment has been terminated because of lack of work or lack of funding.
- (r) "Leave of Absence" means absence from duty with the Employer's permission.
- (s) "Lieu Time" means the equivalent leave with pay taken in lieu of cash payment.
- (t) "Manager" means the Secretary Manager of Pond Inlet Housing Association.
- (u) "Membership Fees" means the fees established pursuant to the by-laws of the Union as the fees payable by the members of the bargaining Unit and shall not include any other levy.
- (v) "Overtime" means work performed by an employee before or after or in excess or outside of his/her usually scheduled hours of work.
- (w)) "Part-time Employee" means an employee who is employed by the Employer on an indeterminate basis who is employed for less than a standard work day, week or month.
- (x) "Probation" means a period of twelve (12) months from the day upon which an employee is first appointed to the Employer if hired from outside of Pond Inlet or six (6) months from the day upon which an employee is first appointed to the Employer if hired from Pond Inlet. After an employee has been transferred or promoted from within, probation means a period of three (3) months. If an employee does not successfully complete his/her probationary period on transfer or promotion, the Employer shall appoint him/her to his/her former position.
- (y) "Promotion" means the appointment of an employee to a new position, the rate of pay of which exceeds that of his/her former position.

(z) "Rates of Pay"

- (i) "Bi-weekly rate of pay" means an employee's annual salary is divided by 26.088.
 - (ii) "weekly rate of pay" means an employee's annual salary divided by 52.176.
 - (iii) "daily rate of pay" means an employee's weekly rate divided by five (5).
 - (iv) "hourly rate of pay" means ~~an~~ employee's daily rate divided by his/her usual daily hours of work.
 - (aa) "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.
 - (bb) "Seniority" means length of service with the Employer and is applied on a Bargaining Unit basis.
 - (cc) "Temporary Layoff" means an employee whose employment has been discontinued:
 - (i) For period of up to one (1) month due to lack of work or funding; and
 - (ii) For one (1) day per week for a period of up to three (3) months due to lack of **work** or funding.
- When temporary layoffs are necessary, the reasons for the temporary layoff shall be discussed with the Union and the method of implementation **shall** be mutually agreed with the **Union**.
- (dd) "Transfer" means the appointment of an employee to a new position, which does not constitute a promotion or demotion.
 - (ee) "Week" for the purpose of this Agreement shall be deemed to commence on Monday and terminate at midnight on Sunday.
 - (ff) "Union" means the Public Service Alliance of Canada as represented by its agent the Nunavut Employees **Union**.

2.02 Except as otherwise provided in this Agreement, expressions used in this Agreement:

- (a) if denied in the Labour Standards Act or in the Regulations made thereunder, have the same meaning as given to them in the Interpretation Act; and
- (b) if denied in the Interpretation Act, but not denied in the Act mentioned in paragraph (a), have the same meaning as given in the Interpretation Act.

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

2.04 "May" shall be regarded as permissive and "Shall" and "Will" as imperative.

ARTICLE 3 - RECOGNITION

3.01 The Employer recognizes the Union as the exclusive bargaining agent for **all** employees are described in Clause 2.01(e) of this Agreement.

ARTICLE 4 - HUMAN RIGHTS

Discrimination

- 4.01 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, color, national origin, political or religious affiliation, nor by reason of union membership or activity except to the extent permitted by law.

Sexual Harassment

- 4.02 The Pond Inlet Housing Association is committed to promoting a work environment that is free from sexual harassment. Every employee has the right to freedom from harassment in the workplace because of sex by his/her Employer, or agent of the Employer or by another employee. Grievances filed under this Clause can be advanced to first and second levels of the grievance procedure only.

Equal Pay of Work of Equal Value

- 4.03 The Employer agrees to recognize the principle of equal pay for work of equal value regardless of the sex of the employee.

Physical or Mental Disability

- 4.04 The Employer shall make every reasonable effort to find alternate employment within its employ for an employee who becomes unable to carry out his/her normal work functions as a result of his/her physical or mental disability.

ARTICLE 5 - APPLICATION

- 5.01 The provisions of this Agreement apply to the **Union**, the employees and the Pond Inlet Housing Association.

part-time Employees

- 5.02 Part-time employees shall be entitled to all eligible benefits provided under this agreement in the same proportion as their weekly hours of work compared to the standard work week or as otherwise provided in this Agreement.

Agreement Costs

- 5.03 The Employer and the Union will share equally all the costs associated with the printing, Inuktitut translation and distribution of the Collective Agreement. The Union will facilitate said printing and distribution. In the event of any dispute concerning an interpretation of any provision of this Agreement, the English version shall govern.

ARTICLE 6 - CONFLICT OF PROVISIONS

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

ARTICLE 7 - MANAGERIAL RESPONSIBILITIES

- 7.01 Except to the extent specifically provided herein, this Agreement in no way restricts the Employer in the management and direction of its operations and employees.

ARTICLE 8 - EMPLOYER DIRECTIVES

- 8.01 The Employer shall provide the Union Representative and/or Bargaining Unit Representative with a written copy of all personnel directives that are intended to clarify the interpretation or application of the Collective Agreement at the time of implementation.

ARTICLE 9 - RESTRICTION ON OUTSIDE EMPLOYMENT

- 9.01 An Employee can carry on any business or employment outside his/her regularly scheduled hours of duty without interference from the Employer subject to Clause 9.02. The employee *will* however provide written notice of such activities to the Employer promptly upon commencement.
- 9.02 Employees are prohibited from carrying on any business or employment outside their regularly scheduled hours of duty when such business or employment is such that:
- (a) a conflict of duties may develop between an employee's regular work or requested overtime and his/her outside interests; and
 - (b) certain knowledge and information available only to Pond Inlet Housing Association personnel place the individual in a position where he/she can exploit the knowledge or information for personal gain.

ARTICLE 10 - CIVIL LIABILITY

- 10.01 If any action or proceeding is brought against any employee or former employee by a third party for an alleged tort committed by him/her in the performance of his/her duties, the Employer shall protect the employee from damages and costs including legal costs according to the conditions of a general liability insurance policy, which shall be maintained at all times to protect such employees in the event of these actions and costs.

ARTICLE 11 - STRIKES AND LOCKOUT

- 11.01 There shall be no lockout by the Employer and no interruption or impeding of work, work stoppage, strike, sit-down, slowdown or any other interference with production by any employee or employees during the life of this Agreement.

ARTICLE 12 - CHECK OFF

- 12.01 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.
- 12.02 The Alliance shall inform the Employer in writing of the authorized deduction to be checked off for each employee within the Bargaining Unit.

- 12.03 For the purpose of applying Clause 12.01, deductions from pay for each employee **will** occur on a bi-weekly basis and will apply to the extent that earnings are available. Where **an** employee does not have sufficient earnings in respect of any bi-weekly period to permit deduction, the Employer shall not be obligated to make such deductions from subsequent salary.
- 12.04 No employee organization, other than the Alliance, shall be permitted to have membership fees deducted by the Employer from the pay of the employees in the Bargaining Unit.
- 12.05 The amount deducted in accordance with Clause 12.01 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 particulars identifying each employee and the deductions made on his/her behalf.
- 12.06 The Alliance agrees to indemnify and save harmless the Employer 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.
- 12.07 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 13 - UNION ACCESS TO EMPLOYER PREMISES

- 13.01 Upon reasonable notice, the Employer shall permit access to its work premises of **an** accredited representative of the Union.

ARTICLE 14 - INFORMATION

- 14.01 The Employer agrees *to* provide the Union on a monthly basis, with information concerning the identification of each employee in the Bargaining Unit by forwarding to the Union a copy of the information provided to the Alliance under the provisions of Clause 12.05.
- 14.02 The Employer shall indicate which employees have been recruited or transferred and those employees who have been stuck off strength during the period reported.
- 14.03 The Employer shall provide each employee with a copy of the Collective Agreement.
- provision of Bulletin board space and Other Facilities
- 14.04 The Employer shall provide bulletin board space in the office and shop clearly identified for exclusive Union use for the posting of notice pertaining to elections, appointments, meeting dates, news items and social and recreational affairs.
- 14.05 The Employer may make available to the Union specific locations on the premises for the placement of bulk quantities of literature of the Union.
- 14.06 The Employer may make available to the Union and the members of the Bargaining Unit a suitable meeting room for each local or branch to be used from time to time for the conducting of business relating to the Bargaining Unit.
- 14.07 The Employer may deliver any mail originating from the Union addressed to members in accordance with the Employer's normal internal mail distribution system.

ARTICLE 15 - UNION REPRESENTATIVES AND UNION TIME-OFF

Appointment of Representatives

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

Time off for Union Business, Conciliation or Arbitration Hearings

- 15.02 The Employer will grant leave with pay for up to two (2) employees representing the Union in Conciliation or one (1) employee representing the Union in an Arbitration Board hearing.

Employee called as a Witness

- 15.03 The Employer will grant leave with pay to an employee called as a witness before a Conciliation or Arbitration Board hearing, and leave with pay to an employee **called** as a witness by the Union.

Arbitration Hearing (Grievance)

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

Employee who acts as a Grievance Representative

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

Employee Called as a Grievance Witness

- 15.06 The Employer will grant leave with pay to a witness called by an employee who is a party to the grievance

Grievance Process

- 15.07 Where an employee and his/her representative are involved in the process of his/her grievance, he/she or they shall be granted leave with pay.

Contract Negotiations Meetings

- 15.08 The Employer will grant leave with pay for two **(2)** employees for the purpose of attending contract negotiations on behalf of the Union for the duration of such negotiations.

Union Full Executive Meetings, Congress and Conventions

- 15.09 Where operational requirements permit, the Employer will grant reasonable leave without pay and without benefits to a reasonable number of employees to attend **full** executive meetings and conventions of the Union, the Alliance, the Canadian Labour Congress and Northern Territories Federation of Labour.

Representatives Training Course

- 15.10 Where operational requirements permit, the Employer **will** grant reasonable leave without pay and without benefits to employees who exercise the authority of a Representative on behalf of the Union to undertake training related to the duties of the Representative.

Time-Off for Representative

- 15.11 A Representative shall obtain the permission from the Employer before leaving his/her work to investigate a grievance, to meet with management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld.
- 15.12 The Representative shall make every reasonable effort to report back to the Employer before resuming their normal duties.

Leave for NEU Paid Officers

- 15.13 An Employee elected as a Nunavut Employees Union (NEU) Paid Officer while occupying a full-time elected position shall be granted leave of absence without pay or benefits for the term of office. During the leave of absence, the employee shall maintain all accumulated rights to which he/she is entitled under the Collective Agreement.
- 15.14 A NEU Paid Officer while occupying a full-time elected position shall advise the Employer as soon as possible when an extension of the leave of absence is applicable due to re-election.
- 15.15 Upon termination of his/her leave of absence the NEU Paid Officer shall be offered their former position held with the Employer before they commenced the leave of absence. When such employee wishes to invoke this Clause, he/she shall provide the Employer with sixty (60) days' notice of his/her intent to do so.
- 15.16 A leave of absence for the purposes of this Section shall be guaranteed for one term of office. In the event that an extension is desired, it shall be requested and shall not be unreasonably denied. If the leave of absence is extended and during that period work methods have changed to the extent that retraining is necessary, the employee shall provide retraining for himself/herself at no cost to the Employer.
- 15.17 Notwithstanding Article 15.15, the Employer may make an offer of employment to the NEU Paid Officer to a position inside the Bargaining Unit should the NEU Paid Officer bid on a competition and be successful candidate.

ARTICLE 16 - DESIGNATED PAID HOLIDAYS

- 16.01 The Employer will recognize ten (10) designated paid holidays each calendar year for indeterminate employees. Prior to January of each year, indeterminate employees will designate in writing on a form provided by the Employer, the four (4) days that they wish to observe as holidays in the following six (6) months to June 30 and prior to July of each year, indeterminate employees will designate in writing on a form provided by the Employer, the six (6) days that they wish to observe as holidays in the following six (6) months to December 31.

If an employee does not exercise his/her right to designate in writing the holidays he/she wishes to observe, the following paid holidays will apply for this employee: New Year's Day, Good Friday, Easter Monday, Victoria Day, August Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day.

An employee who becomes an indeterminate employee during a calendar year, shall be entitled to a prorated number of paid holidays (rounded to the next higher whole number and in no case less than

two (2) designated paid holidays) based on the portion of the year he/she is employed and he/she will designate these in writing at the time of employment.

The ten (10) holidays designated by the employee shall be holidays substituted in lieu of the general holidays designated by the Labour Standard Acts.

Canada Day shall be observed as a designated holiday in addition to the ten (10) holidays above. One (1) additional day will be observed when proclaimed as an Act of Nunavut as a territorial holiday.

Up to one (1) additional day will be observed, when proclaimed by the Mayor of Pond Inlet or a Hamlet Day under the Hamlets Act, whichever day comes first during the year.

- 16.02 Clause 16.01 does not apply to an employee who is absent without pay on both the working day immediately preceding and the working day following the Designated Paid Holiday.

Holiday falling on a Day of Rest

- 16.03 When a day designated as a holiday under Clause 16.01 coincides with an employee's day of rest, the holiday shall be moved to the employee's first working day following his/her day of rest.

- 16.04 When a day designated as a holiday for an employee is moved to another day under the provisions of Clause 16.03:

- (a) work performed by an employee on the day from which the 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 holiday was moved, shall be considered as work performed on a holiday.

- 16.05 When the Employer requires an employee to work on a Designated Paid Holiday as overtime, he/she shall be paid in addition to the pay that he/she would have been granted had he/she not worked on the holiday:

- (a) one and a half (1 ½) times his/her hourly rate for the first four (4) hours worked;
- (b) twice (2 times) his/her hourly rate for hours worked in excess of four (4) hours; and
- (c) through mutual agreement between the Employer and the employee, time off in lieu of cash payment may be granted at a later date convenient to both the employee and the Employer.

- 16.06 Where a day that is a designated holiday for an employee falls within a period of leave with pay, the holiday shall not count as a day of leave.

ARTICLE 17 - LEAVE -GENERAL

- 17.01 When the Employment of an employee who has been granted more vacation, sick or special leave with pay than he/she has earned is terminated, the employee shall be considered to have earned that amount of leave with pay granted to him/her provided that an employee's employment is terminated by:

- (a) his/her death; or

- (b) lay-off instituted at any time after he/she has completed one (1) year of continuous service.
- 17.02 During the month of April in each year, the Employer shall inform in writing each employee in the Bargaining Unit of the balance of his/her special, sick and vacation leave credits as of the 31st day of March.

ARTICLE 18 - VACATION LEAVE

Accumulation of Vacation Leave

- 18.01 For each month of a fiscal year in which an employee receives ten (10) days' pay, he/she shall earn Vacation Leave at the following rates:
- (a) one and one-quarter (1 ¼) days each month ~~until~~ the month in which the anniversary of the second (2nd) year of continuous service is completed;
 - (b) one and two-thirds (1 2/3) days each month commencing in the month after completion of two (2) years of continuous service and ending in the month that fifteen (15) years of continuous service is completed; and
 - (c) two and one-twelfth (2 1/12) days each month after completion of fifteen (15) years of continuous service.
- 18.02 The accumulated service for part-time employees shall be counted for the improved vacation leave entitlement in paragraphs (b) and (c) of Clause 18.01.
- 18.03 Part-time employees shall be paid six (6), eight (8), or ten (10) percent of their total earnings in the fiscal year in accordance with their accumulated service in lieu of vacation leave to which they would otherwise be entitled.
- 18.04 In granting vacation leave with pay for all employees, the Employer shall make every reasonable effort:
- (a) to schedule vacation leave for all employees in the fiscal year in which it is earned;
 - (b) not to recall an employee to duty after he/she has proceeded on vacation leave;
 - (c) to grant the employee his/her vacation leave during the fiscal year in which it is earned at a time specified by the employee;
 - (d) to grant the employee vacation leave for at least up to four (4) consecutive weeks depending upon his/her vacation entitlements when so requested by the employee;
 - (e) to grant employees their vacation leave preference and where as between two or more employees who have expressed a preference from the same period of vacation leave, length of service with the Employer shall prevail;
 - (f) where the operational requirements are such that an employee is not permitted to take his/her vacation leave during the months of June to September inclusive in one fiscal year, special consideration will be given to his/her being granted his/her vacation leave during the months of June to September in the next fiscal year; and

- (g) to grant the employee his/her vacation leave when specified by the employee ~~within~~ a reasonable period after the request has been received. Where the Employer has proposed to deny the vacation leave requested by the employee, the Employer shall provide the employee with the reasons in writing, for such denial of vacation leave.

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

- (a) is granted leave when there is a death in his/her immediate family as defined in Clause 19.02;
- (b) is granted leave with pay because of illness in the immediate family as defined in Clause 19.02; or
- (c) is granted sick leave on production of a medical certificate;

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

18.06 Full vacation entitlement shall be taken within the fiscal year. The Employer may at its discretion, based on a request by an employee, permit the carry over of up to ten (10) days of vacation entitlement in special circumstances.

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

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

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

18.08 The employee shall not be considered as being on vacation leave during any period in respect of which he/she is entitled under Clause 18.07 to be reimbursed for reasonable expenses incurred by him/her.

18.09 Where an employee dies or otherwise terminates his/her employment:

- (a) The employee or his/her 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 earned but unused vacation leave by the daily rate of pay applicable to the employee immediately prior to the termination of his/her employment, or
- (b) The Employer shall grant the employee any vacation leave earned but not used by him/her before the employment is terminated by lay-off if the employee so requests.

- 18.10 An employee whose employment is terminated by reason of a declaration that he/she abandoned his/her position is entitled to receive the payment referred to in Clause 18.09. If after reasonable efforts, the Employer is unable to locate the employee within six (6) months of termination, his/her entitlement shall lapse.

Vacation Travel Assistance

- 18.11 Full-time employees who have completed nine (9) months of continuous service are entitled to Vacation Travel Assistance each fiscal year.
- 18.12 Vacation Travel Assistance for each full-time Employee and his/her spouse shall be **two** thousand one hundred dollars (\$2,100.00) and each child over the age of two and under the age of nineteen years, thirteen hundred dollars (\$1,300.00).
- 18.13 Vacation Travel Assistance shall be paid fifteen (15) days prior to the time of normal Annual Leave.
- 18.14 Vacation Travel Assistance must be paid in the year in which it is earned. If the Employer has declined an employee's application for vacation leave, the employee shall be paid the entitlement to Vacation Travel Assistance by the next March 31st.

Travel Time

- 18.15 Every full-time employee who is proceeding on vacation leave and who is requesting Vacation Travel Assistance shall be granted in conjunction with this vacation leave, subject to Clause 18.16 travel time with pay for the time required for the return journey between Pond Inlet and his/her destination. His/her travel leave shall be three (3) days leave for travel purposes once each year when Vacation Travel Assistance is utilized.
- 18.16 An Employee shall not be granted travel time under this Article during his/her first nine (9) months of employment with the Employer.

ARTICLE 19 - SPECIAL LEAVE

- 19.01 An employee shall earn special leave credits up to a maximum of twenty-five (25) days at the following rates:
- (a) One half (1/2) day for each calendar month for which he/she receives pay for at least seventy-five (75) hours for full-time employees, or
 - (b) One quarter (1/4) day for each calendar month for at least thirty-seven and one half (37.5) hours for part-time employees.

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

- 19.02 For the purposes of this Article, immediate family is defined as an employee's father, mother, brother, sister, spouse, common-law spouse, child, grandparent, grandchild, father-in-law, mother-in-law and any relative permanently residing in the employee's household or with whom the employee Permanently resides.
- 19.03 The Manager shall grant special leave earned with pay for a period of **up** to five (5) consecutive working days:

- (a) when there is a death in the employee's immediate family;
 - (b) where a member of the immediate family becomes ill (not including childbirth) and the employee is required to care for his/her dependents or for the sick person;
 - (c) where a member of the immediate family residing outside the employee's community of residence becomes seriously ill; or
 - (d) in the event of a death of the employee's son-in-law, daughter-in-law, brother-in-law or sister-in-law.
- 19.04 Depending on need, an Employee may request up to three **(3)** consecutive working days and the Manager shall grant special leave earned with pay in the event of a death of the employee's aunt, uncle, niece or nephew.
- 19.05 The Manager shall grant special leave earned with pay for a period of up to five **(5)** cumulative working days per fiscal year when an employee is caught out on the land or water during severe weather conditions provided that the employee makes every reasonable effort to avoid being caught unawares and tries to report for duty. **This** benefit also applies to employees whose air transportation is tied-up because of weather.
- Birth and Adoption
- 19.06 An employee shall be granted special leave with pay for one (1) working day on the occasion of the birth or adoption of his/her child if the child is born or adopted in Pond Inlet and up to three **(3)** days if the child is born or adopted outside of the community. **This** leave may be divided into two parts and taken on separate days. Under special circumstances the Employer may extend this period to a maximum of ten (10) working days.
- 19.07 The provisions of this Article do not apply to an employee who is on leave of absence without pay, laid off or under suspension.

ARTICLE 20 - SICK LEAVE

Credits

- 20.01 An employee shall earn sick leave credits at the rate of one and one-quarter (1¼) days for each calendar month for which he/she receives pay for at least seventy-five (75) hours.
- 20.02 Subject to (a) and (b) below and to the remainder of this Article, all absences on account of illness on a normal working day shall be charged against an employee's accumulated sick leave credits.
- (a) There shall be no charge against an employee's sick leave credits when his/her absence on account of illness is less than one-half day and the employee has been on duty for at least two hours.
 - (b) Where the period of absence on account of illness is at least one-half day but less than a full day, one-half day only shall be charged as sick leave.
- 20.03 Unless otherwise informed by the Employer, an employee must sign a statement stating that because of this illness or injury, he/she was unable to perform his duties.

20.04 **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) working days;
- (b) for any additional sick leave in fiscal year when in the same fiscal year the employee has been granted sick leave on twelve (12) days wholly on the basis of the statements signed by him/her; and
- (c) an employee is not eligible for sick leave with pay for any period in which he/she is on leave of absence without pay, laid-off or under suspension.

20.05 Where leave of absence without pay is authorized for any reason, or **an** employee is laid-off because of lack of work, and the employee returns to work upon expiration of such leave of absence or lay-off, he/she shall **earn** sick leave credits in accordance with Clause 20.01 and shall retain any unused sick leave existing at the time of lay-off or commencement of leave without pay.

20.06 In circumstances where sick leave would be authorized but the employee has insufficient or no sick leave credits, at the discretion of the Employer, he/she may be granted sick leave in advance to a limit of ten (10) days, which shall be charged against future credits as earned. If the employee dies before authorized unearned sick leave has been liquidated, **no** recovery shall be made from the employee's estate.

20.07 When an employee is granted sick leave with pay and injury-on-duty is subsequently approved for a concurrent period, there shall be no charge against his/her sick leave credits for the period of concurrency.

Transportation to Medical Centre Travel Time

20.08 Every employee who is proceeding to a medical centre shall be granted leave of absence with pay which is to be charged against his/her sick leave credits for the lesser of four (4) days or the actual time taken to travel from his/her post to a medical centre and return.

ARTICLE 21 - MATERNITY, ADOPTION AND PARENTAL LEAVE

Maternity Leave

21.01 Subject to Clause 21.02, an employee who becomes pregnant shall:

- (a) Notify the Employer of her pregnancy at least 15 weeks prior to the expected date of termination of her pregnancy; and
- (b) Be granted leave of absence without pay, commencing eleven (11) weeks before the expected date of termination of her pregnancy and ending not later than twenty-six (26) weeks after the date of termination of her pregnancy.

21.02 At the request of an employee, the Employer may vary the time specified in Clause 21.01 provided that the employee submits the written approval of either a qualified medical practitioner or a person approved by the Deputy Minister of Health.

- 21.03 Further, when a pregnant employee produces a statement from her physician that her working condition may be detrimental to her health or that of the fetus, the Employer will either change those working conditions or temporarily transfer the employee to another position with equal pay or allow the employee to take a leave of absence without pay for the duration of her pregnancy.
- 21.04 Maternity leave without pay granted by the Employer shall be counted for the calculation of continuous service.

Adoption and Parental Leave Without Pay

- 21.05 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 the age of majority or obtains an order for the adoption of a child who is below the age of majority, the employee 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.
- 21.06 Parental leave granted by the Employer shall be counted for the calculation of continuous service.
- 21.07 Parental leave utilized by an employee-couple shall not exceed a total of thirty-seven (37) weeks for both employees combined.
- 21.08 Parental leave utilized by an employee-couple in conjunction with maternity leave shall not exceed a total of fifty-two (52) weeks for both employees combined.
- 21.09 Parental leave taken by an employee in conjunction with maternity leave shall be taken immediately after the termination of the maternity leave and the duration of both periods of leave shall not exceed a total of fifty-two (52) weeks.

ARTICLE 22 - SELF-FUNDED LEAVE

- 22.01 The terms and conditions of self-funded leave are found in the Employer's Self-funded Leave Policy. At the Employer's discretion, the Self-Funded Policy may be amended at any time as determined by the Employer, and notification of such amendments will be forwarded to the Union. The Self-Funded Leave Policy shall not be considered as incorporated into this Agreement by reference or by necessary intentment.

ARTICLE 23 - OTHER TYPES OF LEAVE

Court Leave

- 23.01 Subject to Clause 23.02 below, leave of absence shall be given to employees who are required to serve duty or by subpoena or summons to attend as a witness in any proceeding held before a:
- (a) grand jury or in or under the authority of a court of justice;
 - (b) court, judge, magistrate, or coroner;
 - (c) 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/her position;

- (d) 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; or
 - (e) arbitrator or umpire or a person or body of persons authorized by law to make an **inquiry** and to compel the attendance of witnesses before it.
- 23.02 An employee shall remit to the Employer any remuneration received by him/her as a result of serving on a jury or as a witness upon receipt, other than remuneration received as an allowance or reimbursement for expenses incurred in such duty.

Casual leave

- 23.03 Employees may be granted casual leave with pay.

Leave for Other Reasons

- 23.04 Notwithstanding any provisions for leave in this Agreement, the Employer may grant leave of absence with or without pay to an employee for any other purpose.

ARTICLE 24 - HOURS OF WORK

- 24.01 The workweek shall generally be Monday to Friday inclusive with a scheduled workday of seven and one-half (7 ½) hours exclusive of a lunch period. The five (5) consecutive days may be changed to include Saturday. The usual hours of work **will** be between 8:30 a.m. and 5:00 p.m. The seven and one-half (7 ½) hours of the day may be changed to begin at 8:00 a.m. or to end at 5:30 p.m.

Part-time

- 24.02 Part-time employees shall not be subject to Clause 24.01 mentioned above, but shall be assigned as required to hours of work, which shall not exceed seven and one-half (7 ½) hours per day.

Breaks

- 24.03 Employees shall be entitled to a rest period, with pay, of fifteen (15) minutes duration commencing on or about the mid-point of the first half of their shift, and shall be entitled to a rest period, with pay, of fifteen (15) minutes duration, commencing on or about the mid-point of the second half of their shift. An employee may absent himself/herself from his/her place of work during such periods, but for each such rest period shall not be absent with pay from his/her place of work for more than fifteen (15) minutes.

Meal Break

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

Flexible Hours

- 24.05 Subject to operational requirements, an employee may request, and the Employer may grant flexible or staggered hours.

Modified Work Week

- 24.06 The variation of hours of work may be modified, provided the variation is not done on an individual employee basis for the purpose of avoiding payment of overtime to that particular employee.

Abandonment of position

- 24.07 An employee will be deemed to have abandoned his/her position, except in extenuating circumstances, if he/she has not contacted his/her Employer and he/she is absent without leave from work for a period of five (5) consecutive working days. The consequence of position abandonment shall be termination of employment.

ARTICLE 25 - PAY

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

Performance Increments

- 25.02 An employee holding a position for which there is a minimum and maximum rate of pay shall be granted annual increases in pay at the rates specified until he/she reaches the maximum for the position. Such pay increases are dependent on satisfactory performance of the duties of the position by the employee. Where an annual increase and a negotiated increase are effective on the same date, the annual increase shall be applied first and the resulting rate shall be revised in accordance with the negotiated increase.

Payday

- 25.03 Employees shall be paid on a bi-weekly basis with paydays being every second Thursday.
- 25.04 Employees who have earned overtime compensation, other than time off in lieu, or any other extra allowances in addition to their regular pay, shall receive such remuneration in the pay period when such compensation was earned.
- 25.05 When overtime compensation is paid, the pay statement shall indicate the pay periods, rate of overtime, and the number of overtime hours.

Acting Pay

- 25.06 When an employee is required by the Employer in writing to perform the duties of a higher classification level on an acting basis, for at least one day, he/she shall be paid acting pay accumulated from the date on which he/she commenced to act as if he/she had been appointed to that higher classification level for the period in which he/she acts.
- 25.07 The Employer agrees to pay the negotiated salary increases to every employee not later than the first pay day after any subsequent salary increases become effective.

ARTICLE 26 - OVERTIME

- 26.01 In this Article:
- (a) "Overtime" means work performed by an employee before or after or in excess or outside of his/her usually scheduled hours of work;
 - (b) "Straight time rate" means the hourly rate of remuneration;
 - (c) "Time and one-half" means one and one-half times the straight time rate; and
 - (d) "Double time" means two (2) times the straight time rate.

- 26.02 Employees shall record starting and finishing times of overtime worked on a form determined by the Employer.
- 26.03 The Employer shall allocate overtime work on an equitable basis among readily available, qualified employees who are normally required in their regular duties to perform work.
- 26.04 The Employer shall give employees who are required to work overtime reasonable advance notice of this requirement.
- 26.05 Except in an emergency, an employee may for cause refuse to work overtime, providing he/she places his/her refusal in writing.
- 26.06 Overtime work shall be compensated at time and one-half of an employee's regular rate of pay except that:
- (a) overtime worked in excess of four (4) consecutive hours either preceding or following an employee's regular shift;
 - (b) overtime worked in excess of eight (8) consecutive hours on an employee's day of rest; and
 - (c) overtime worked on an employee's second day of rest;
- shall be compensated at double their normal rate.

Lieu Time

- 26.07 An employee shall be granted, upon request, time off in lieu of cash compensation for overtime worked. The dollar value of such overtime shall be held as a credit to said employee, who may take time off in lieu up to the cash value of said credit or apply to receive the total cash value of his/her bank. Lieu time off shall be taken at a time that is mutually agreed to by the employee and the Employer. Lieu time banked shall be limited to a maximum equal to ten (10) working days.

Overtime Meal or Allowance

- 26.08 When an employee is required to work more than three (3) hours of overtime immediately following his/her regularly scheduled hours of work, and because of operational requirements, and the employee is not permitted to leave his/her place of work, the Employer will either provide the employee with a meal or meal allowance at the duty travel rate.

ARTICLE 27 - REPORTING AND CALL-BACK PAY

Reporting Pay

- 27.01 If an employee reports to work on his/her regular workday and the Employer notifies him/her that there is insufficient or no work available, he/she is entitled to four (4) hours pay at the straight time rate.

Callback Pay

- 27.02 When an employee who is not on standby, is recalled for a specific duty or required to work on a scheduled day off or on a designated paid holiday, he/she shall be paid the greater of:
- (a) compensation at the appropriate overtime rate; or

- (b) compensation equivalent to four (4) hours pay at the straight time rate. If an employee is recalled to work more than once during the four (4) hour period, these additional callouts will be considered part of the initial callback and no new minimum shall apply.

Standby Pay

27.03 The Employer may assign employees to standby duty in which event the following conditions shall apply.

- (a) As a condition of employment, a maintenance employee may be required to be available on a standby basis for overtime work. A mobile radiotelephone system will be made available for those employees on standby.
- (b) In designating employees for standby duty the Employer will attempt to provide for the equitable distribution on standby duties among readily available, qualified employees who are normally required in their regular duties to perform that work. Except in the case of an emergency, standby schedules shall be posted fourteen (14) days in advance of the starting date on the new schedule.
- (c) An employee on Standby who is required to report to work shall be paid the appropriate overtime rate for all hours worked, subject to a minimum payment of one (1) hours pay at one and a half (1 ½) times his/her regular rate of pay each time he/she reports.
- (d) Except for illness or other legitimate causes, an employee must be available and fit for work throughout the period he/she is assigned to standby duty. If this condition is not met, the employee may be disciplined.
- (e) Employees may be exempted from standby duty for legitimate causes.
- (f) During the period from November 1 to April 30, employees required to keep Employer vehicles overnight at their homes will be paid reasonable actual expenses for the cost of electrical plug-ins.
- (g) Employees on stand-by shall receive one dollar (\$1.00) per hour for each hour on stand-by.

ARTICLE 28 - CLASSIFICATION

28.01 If the Employer implements a new or revised classification during the term of this Agreement, before applying the new or revised classification, the Employer shall negotiate with the Union the rates of pay and the rules affecting the pay of employees for the classification affected. If the parties fail to reach agreement within ninety (90) days from the date on which the Employer submits the new or revised classification to the Union, the Employer may apply the new rates of pay and the Union may refer the matter to arbitration. The arbitrator's decision will be retroactive to the date of application of the new rates.

Statement of Duties

- 28.02 When an employee is first hired, the Employer shall provide the employee with a written Statement of Duties.
- 28.03 Upon written request, an employee shall be entitled to a complete and current Statement of Duties and responsibilities.

ARTICLE 29 - TRANSFERS AND VACATIONS

- 29.01 Every vacancy for positions expected to be of more than six (6) months' duration and every newly created position shall be posted for three (3) full working days on the Union notice Board. **An** employee desiring a position must make an application in writing to the Manager within four (4) working days of the first day of posting. The applicants' skills and knowledge shall be considered objectively by the Employer with a view to determining the potential of the applicants to perform the job effectively; where applicants are considered reasonably equal in this respect, seniority shall govern.
- 29.02 Where operational requirements permit, in filling job vacancies, including promotions, transfers, and new positions, the job shall be awarded within fifteen (15) working days of posting to the successful applicant.
- 29.03 New employees shall not be hired when there are indeterminate employees on lay-off qualified to perform the job.
- 29.04 The Employer may transfer employees from one position to another on a temporary basis. Such temporary transfers shall not exceed thirty (30) calendar days.

ARTICLE 30 - EMPLOYEE FILES

- 30.01 The Employer agrees not to introduce as evidence in the case of promotional opportunities or disciplinary action, any document from the file of an employee, the existence of which the employee was not made aware of, by the provision of a copy thereof at the time of filing or within reasonable time thereafter.
- 30.02 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 twenty (20) months have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.
- 30.03 Upon written request of an employee, the personnel file of that employee shall be made available for his/her examination at reasonable times in the presence of an authorized representative of the Employer and the Union.
- 30.04 There shall be only one official file for each employee.

ARTICLE 31 - ADJUSTMENT OF DISPUTES

- 31.01 Grievances shall be settled according to the following procedures for adjustment of disputes and arbitration.
- 31.02 The procedure for the final resolution of grievances is Arbitration.
- 31.03 Letters of discipline placed on an employee's file may be grieved. Such discipline is not arbitral.
- Procedure
- 31.04 If he/she desires, an employee may be assisted and represented by the Union when presenting a grievance at any level.

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

- (a) forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate level; and
- (b) provide the employee and the Union with a receipt stating the date on which he/she received the grievance.

The Employer shall have the right to initiate a grievance **and** present it in writing to the Union representative. Onus placed upon the Employer throughout this Article shall be placed upon the Union in this instance, and the same time limits shall apply.

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

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

- (a) First Level (first level of management)
- (b) Second Level (Manager)
- (c) Third Level (Association Board)
- (d) Fourth Level (Arbitration)

31.08 The Employer shall designate a representative at each level in the grievance procedure and shall inform each employee to whom the procedure applies of the name or title of the person so designated, together with the name or title and address of the immediate supervisor to whom a grievance is to be presented. This information shall be communicated to employees by means of notices posted by the Employer in places where such notices are most likely to come to the attention of the employee to whom the grievance procedure applies, or otherwise as determined by agreement between the Employer and the Union.

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

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

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

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

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

31.14 The Union shall have the right to initiate a grievance at any level of management specified in the grievance procedure related to the application or interpretation of this Agreement on behalf of one or more members of the Union.

Time Limits

31.15 A grievance may be presented to the first level of the procedure in the manner prescribed in Clause 31.08 within twenty-one (21) calendar days.

31.16 The Employer shall reply in writing to a grievance within fourteen (14) calendar days at First, Second and Third Levels of the grievance procedure.

31.17 An employee or the Union with the grievor's permission may present a grievance at each succeeding level in the grievance procedure beyond the first level:

(a) where the decision or settlement is not satisfactory to the grievor, within fourteen (14) calendar days after that decision or settlement has been conveyed in writing to him/her by the Employer; or

(b) where the Employer has not conveyed a decision to the grievor within the time prescribed in Clause 31.16 within fourteen (14) calendar days after the day the reply was due.

31.18 Mutual agreement between the Employer and the employee, and where appropriate the Union representative, may extend the time limits stipulated in this procedure.

Dismissal

31.19 No employee shall be dismissed without being given notice in writing within twenty-four (24) hours of the dismissal together with the reasons thereof. When the Employer dismisses an employee, the grievance procedure shall apply except that the grievance may be presented at the Second Level.

Health and Safety

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

Arbitration

31.21 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement including any question as to whether a matter is arbitral, or when an allegation is made that a term or condition of this Agreement has been violated and is arbitral, 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 Third Level, of his/her desire to submit the difference or allegation to arbitration.

31.22 The parties agree that arbitration referred to in Clause 31.21 shall be by a single arbitrator. The Employer and Union will mutually agree upon the arbitrator. If agreement cannot be reached, an arbitrator will be appointed as specified by the appropriate legislation.

- 31.23 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.
- 31.24 The arbitrator has all of the powers granted to arbitrators under Section 12 of the Arbitration Act in addition to any powers that are contained in this Agreement.
- 31.25 The arbitrator shall hear and determine the difference or allegation and shall issue a decision; the decision is final and binding upon the parties and upon any employee affected by it.
- 31.26 The award of the arbitrator shall be signed by him/her and copies thereof shall be transmitted to the parties to the dispute.
- 31.27 The arbitrator shall not have the authority to alter or amend any of the provisions of this Agreement, to substitute any new provisions in lieu thereof, to render any decisions contrary to the terms and provisions of this Agreement or to increase or decrease wages.
- 31.28 The Employer and the Union shall each pay one-half (1/2) of the remuneration and expenses of the arbitrator and each party shall bear its own expenses of every such arbitration.
- 31.29 In addition to the powers granted to arbitrators under Section 12 of the Arbitration Act, the arbitrator may determine that the employee has been dismissed for other than proper cause, and he/she may:
- (a) direct the Employer to reinstate the employee and pay to the employee a sum equal to his/her wages lost by reason of his/her dismissal, or such lesser sum as in the opinion of the arbitrator is fair and reasonable; or
 - (b) make such order, as he/she considers fair and reasonable having regard to the terms of this Agreement.

ARTICLE 32 - LABOUR/MANAGEMENT COMMITTEE

- 32.01 A Labour/Management Committee will be formed to consult on matters of:
- (a) Health and Safety;
 - (b) Cost saving and financial budgetary variances;
 - (c) Technological change;
 - (d) Staff development training; and
 - (e) Joint consultation on non-grievance matters and other matters of mutual interest.
- 32.02 The Labour/Management Committee shall be comprised of two (2) representatives from Management and two (2) representatives from the Union, with each party choosing their respective representatives.
- 32.03 The Employer shall post the names of the Labour/Management Committee members in a prominent place.
- 32.04 The Labour/Management Committee will meet at least once each two (2) months at a pre-established time and at other times at the request of either party. The role of Chairperson will alternate between the Employer and the Union.

- 32.05 In matters of health and safety, the Labour/Management Committee will follow the provisions of Article 34.

ARTICLE 33 - EMPLOYEE ASSISTANCE

- 33.01 The Employer and the Union will work cooperatively when performance issues arise resulting from suspected alcohol or drug addiction taking into consideration the following provisions:
- (a) That alcohol and drug addiction are medical disorders;
 - (b) That ~~an~~ employee should be encouraged to remedy a disorder due to an addiction;
 - (c) That benefits normally extended to employees during the time of illness shall be extended to an employee suffering from an addiction at such time that he or she seeks to correct this disorder;
 - (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.

ARTICLE 34 - HEALTH AND SAFETY

- 34.01 The Employer shall comply with all applicable federal, territorial and municipal health and safety legislation and regulations. All standards established under the legislation and ~~regulations~~ shall constitute minimum acceptable practice.

Revision of Legislation and Employer's Policies

- 34.02 The Employer shall make available a copy of the *Safety Act and Regulations*.

Right to Refuse Dangerous Work

- 34.03 An employee shall have the right to refuse work in dangerous situations.
- 34.04 An employee may refuse to do any particular act or series of acts at work which he/she has reasonable grounds to believe are dangerous to his/her health or safety, or the health or safety of any other person at the place of employment, until sufficient steps have been taken to satisfy him/her otherwise, or until the Nunavut Safety Officer has investigated the matter and advised him/her otherwise.
- 34.05 No loss of wages or discriminatory action shall be taken against any worker by reason of the fact that he exercised the right conferred upon him in Clause 34.04 above. If another employee is going to use or operate any machine, device, material or thing or perform any part of the work which has been refused, the Employer shall notify the other employee of the refusal.

Transportation if Injured Workers

- 34.06 The Employer shall provide, at no expense to the employee, appropriate transportation to the nearest medical facility and from there to his/her home when such services are immediately required for an employee as a result of injury or serious ailment occurring in the workplace.

Occupational Health Examinations

- 34.07 Where the Employer requires **an** employee to undergo an occupational health examination by a qualified practitioner, agreed to by both Employer and employee, the examination will be conducted at no expense to the employee.
- 34.08 **An** employee will be granted leave with pay to attend the examination and the Employer shall assume the cost of any travel expenses.
- 34.09 All occupational health information, forms and records transmitted or used in connection with these occupational health examinations will be conveyed to the employee involved and maintained in a medical confidential status and retained within the medical community.

Protective Clothing and Equipment

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

Protective Rights of Pregnant Workers

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

First Aid

- 34.12 The Employer shall ensure that employees can obtain the assistance of a first aid attendant easily and rapidly in **all** workplaces.
- 34.13 The Employer shall ensure that first aid kits are provided and are readily accessible at all times, including third party premises. Said first aid kits shall be kept well in stock at **all** times.

First Aid Training

- 34.14 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.

Video Display Terminals

- 34.15 The Employer shall not use in the workplace any video display terminal that is not approved by the Canadian Standards Association

Labour/Management Committee

- 34.16 In addition to following all of the safety and health provisions of Article 34.01 to 34.15, the Labour/Management Committee will ensure the following Articles 34.17 to 34.20 are carried out.

First Aid Attendants and Locations

- 34.17 **A List** of **all** first aid attendants and locations in which they may be found, shall be posted in all establishments as determined by the Labour/Management Committee.

Toxic Hazardous Substances

- 34.18 Where toxic or suspected and/or confirmed carcinogenic chemicals or substances are identified as being present in the workplace, the Committee shall:

- (a) Remove and/or substitute chemicals or substances in the work procedure; or
- (b) Introduce engineering controls to provide complete isolation between said chemicals and/or substances and the worker(s); and,
- (c) Maintain ongoing monitoring of the workplace; and
- (d) Where a dangerous substance cannot be removed or replaced, a notice indicating that a danger exists shall be posted.

Investigations Concerning Health/Work Hazards and Injuries

- 34.19** The Labour/Management Committee shall conduct such investigations as may be necessary to identify, seek remedy and/or to determine the circumstances surrounding work injuries and health hazards arising in the workplace, including third party premises. These duties shall be conducted in the presence of Labour/Management Committee members.

Reports and Information Arising from Investigations

- 34.20** Reports of all investigations concerning Health/Work hazards and injuries shall be submitted to the Labour/Management Committee as well as to the Union Representative and Employer, who may request further information from the person(s) who conducted the investigation. If the Employer receives a copy of the report of injury, it shall be passed on to the employee.

ARTICLE 35 - UNIFORMS AND PROTECTIVE CLOTHING

- 35.01** Where the following articles are required by the Employer or the Worker's Compensation Board

- (a) Hard hats;
- (b) Aprons;
- (c) Welding goggles;
- (d) Dust protection;
- (e) Eye protection (including prescription goggles); and
- (f) Ear protection.

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

- 35.02** When the articles mentioned in Clause **35.01** are presented worn or damaged beyond repair by an employee, they shall be replaced at no cost to the employee.

Terms and Conditions of Clothing Issue

- 35.03** The Employer will provide each maintenance and outside worker with summer and winter coveralls and gloves on an as need basis. The following terms and conditions of clothing issue apply:

- (a) Clothing issues are to be worn only when employees are on duty;
- (b) The responsibility of maintaining clothing issues clean and in good repair rests with the employee; and
- (c) Loss of, or damage through negligence, to clothing issues **will** result in an assessed charge to the employee.

- 35.04 The Labour/Management Committee shall discuss and make recommendations to the Employer concerning the issuance of winter and summer safety boots.

ARTICLE 36 - TRADES AND WORKING CONDITIONS

Tool Allowance

- 36.01 When an employee, including an apprentice, presents a worn out or broken tool, which he/she uses with proper care in the regular performance of his/her work to the manager for verification, the Employer agrees to replace such tool with a tool of similar quality.
- 36.02 Lost tools shall be replaced by the employee except that the Employer shall assist employees in the purchase of such tools by purchasing them in the Employer's name and selling them to the employee at the Employer's cost price.
- 36.03 In situations where highly specialized tools not normally associated with a journeyman's tool kit are required, they will be provided by the Employer, who will retain ownership of them.

ARTICLE 37 - APPRENTICES

- 37.01 The following Clauses are agreed upon terms and conditions of employment for employees engaged as Apprentices by the Association.
- 37.02 The Nunavut Apprenticeship Trade, Occupations Certification Act and pursuant Regulations shall apply to all Apprentices employed by the Association. A copy of the current Regulations shall be supplied to the Apprentice upon appointment.
- 37.03 The recognized Apprenticeship Training Programs shall be those listed in the "Apprentice Training Schedule" pursuant to the Nunavut Apprenticeship, Trade and Occupations Certification Act.
- 37.04 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.
- 37.05 Apprentice rates will be based on a percentage of pay range one (1) of the appropriate journeyman rate as follows:

Four Year Training Programs

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

Three Year Training Programs

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

- 37.06 The Employer will pay each Apprentice a ten-dollar (\$10.00) communications allowance for each Sunday that he/she is away from Pond Inlet on apprenticeship training.
- 37.07 Apprentices shall be entitled to the benefits and terms and conditions of employment outlined in the Collective Agreement except that all Apprentices taken on after April 1, 2003 will not be eligible for Vacation Travel Assistance, Housing Allowance and Household Allowance while they are Apprentices.

- 37.08 Should an Apprentice have his/her contract terminated with the Apprentice and Trades Qualifications Board, his/her employment with the Employer will cease to exist.
- 37.09 Apprentices successfully completing their Apprenticeship will be given preference in hiring on job vacancies. Where an Apprentice, after completing his/her apprenticeship, is hired directly into a job vacancy, all time spent as an Apprentice shall count towards continuous service with the Association.
- 37.10 ~~All~~ Apprentices must, as a condition of continuing employment, become certified tradesmen in their trade area. If an employee is unsuccessful in his/her second attempt to complete a year of apprenticeship training or if an employee does not participate in apprenticeship training as required for the trade, his/her employment may be terminated at the discretion of the Employer.

ARTICLE 38 - SETTLEMENT ALLOWANCE

- 38.01 This allowance is not an incentive to reside in the settlement, but is basically an equalizing type of subsidy.
- 38.02 Settlement Allowance will be paid to every indeterminate full-time and indeterminate part-time employee.
- 38.03 Employees ~~will~~ be paid the Settlement Allowance prorated to an hourly rate, up to a maximum of the normal weekly hours of work for their classification group.

Settlement Allowance

- 38.04 Settlement Allowance shall be six thousand four hundred dollars (\$6,400.00) per year.

ARTICLE 39 - HOUSING AND HOUSEHOLD ALLOWANCES

- 39.01 Employees who own private housing, or who are the principal tenant, lessee or renter of private accommodation, or employees living in public housing paying the full economic rent for any public housing unit, shall receive a housing allowance of four hundred and fifty (~~\$450.00~~)dollars per month.
- 39.02 Employees eligible for the housing allowance provided for in Clause 39.01 shall receive one hundred seventy-five (~~\$175.00~~)dollars per month as a household allowance.

ARTICLE 40 - JOB SECURITY

Lay-Off

- 40.01 The Employer agrees that there shall be no lay-off of an employee during the life of this Collective Agreement except for lay-off resulting from lack of work, lack of funding or in the special case of a temporary lay-off.

Vacation Leave Prior to Lay-Off

- 40.02 The Employer shall grant the employee any vacation leave earned but not used by him/her before the employment is terminated by lay-off, if the employee so requests.

Lay-off Notice

- 40.03 The Employer shall notify employees who are to be laid-off three (3) months prior to the effective date of lay-off, or award pay in lieu thereof. This provision does not apply to temporary layoffs.

Lay-Off Recall

- 40.04 Recall from lay-offs will be made on the basis of qualifications, requirements, seniority and suitability.
- 40.05 The Employer shall give notice of recall personally or by registered mail.
- 40.06 Where notice of recall is given personally, the Employer shall deliver in duplicate a letter stating that the employee is recalled and the employee shall acknowledge receipt of notice by signing the duplicate copy of such letter. In this instance, notice of recall is deemed to be given when served. Where notice of recall is given by registered mail, notice is deemed to be given when the employee receives such letter or not later than twenty-one (21) days from the date of mailing.
- 40.07 The employee shall keep the Employer advised at all times of his/her current address. The employee shall return to work within fourteen (14) calendar days of receipt of notice of recall.

Contracting Out

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

Technological Change

- 40.09 Both parties recognize the overall advantages of technological change. Both parties will thereof encourage and promote technological change and improvements.
- 40.10 With this in view and recognizing the extensive lead time required for the selection, installation and providing of sophisticated equipment, the Employer agrees to provide as much advance notice as is practicable but no less than three (3) months notice to the Union of any major technological change in equipment, which would result in changes in the employment status or in this Agreement.
- 40.11 In cases where employees may require retraining, the Employer will make every reasonable effort to offer training courses.

Cooling Off Period – Three (3) Working Days

- 40.12 An employee who wilfully terminates his/her employment as a result of a misunderstanding or argument shall be allowed to return to work and remain employed if he/she does so within three (3) working days.
- 40.13 Under normal circumstances, an employee shall provide the Employer with a minimum of fourteen (14) calendar days' notice of resignation of employment.
- 40.14 Should the Employer refuse to allow the employee to return to work, the termination shall be considered as a discharge, effective the date that the employee sought to return to work, and may be grieved as a discharge.
- 40.15 An Employee may have access to this entitlement three (3) times during any period of continuous service with Pond Inlet Housing Association.

Seniority

- 40.16 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 and posted on the bulletin board.

ARTICLE 41 - RRSP AND CURRENT BENEFITS

- 41.01 Following six (6) months of service, the Employer will pay a sum matching a full-time employee's RRSP contribution up to three and a half (3 ½) percent of the employee's **salary**. **An** employee has an option to choose to have up to an additional three (3%) percent of the employee's salary as RRSP contribution. The Employer **will** pay a sum matching this additional RRSP contribution.
- 41.02 Recognizing part-time employees do not receive Vacation Travel Assistance, following six (6) months of service, the Employer **will** pay a sum **two** (2) times the RRSP contribution of the part time employee's contribution up to an employee contribution of three and a half (3 ½) percent of his salary. A part time Employee has **an** option to choose to have up to an additional three (3%) percent of the employee's salary as RRSP contribution. The Employer will pay a sum matching this additional RRSP contribution.
- 41.03 Once per month, the total amount shall be transferred to a RRSP account in the employee's name.

ARTICLE 42 - FUTURE LEGISLATION

- 42.01 In the event that any law passed by the Parliament or the Nunavut Legislative Assembly renders null and void 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 Collective 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.

ARTICLE 43 - RE-OPENER OF AGREEMENT AND MUTUAL DISCUSSIONS

Re-Opener of Agreement

- 43.01 This Agreement may be amended by mutual consent.

Mutual Discussions

- 43.02 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 44 - DURATION AND RENEWAL

- 44.01 The term of this Agreement shall be from April 1, 2003 to March 31, 2004.
- 44.02 Notwithstanding the preceding, the provisions of this Agreement, including the provisions for the adjustments of disputes in Article 31, shall remain in effect during the negotiations for its renewal and until a new Agreement becomes effective.
- 44.03 Within four (4) months preceding the termination of this Agreement, either party may, by written notice, require the other party to commence bargaining collectively with a view to the conclusion, renewal or revision of the Collective Agreement in accordance with Section 49 of the *Canada Labour Code*.

44.04 Where notice to commence collective bargaining has been given under Clause 44.03, the Employer shall not without consent by or on behalf of the employees affected, increase or decrease salaries or alter **any** other term or condition of employment of employees in the Bargaining **Unit**, which was in force **on** the day on which the notice was given until a renewal or revision of the Agreement, or a new Collective Agreement, has been concluded in accordance with Section 50 of **Canada Labour Code**, or upon mutual agreement of the parties an arbitral award has been handed down.

Appendix A – Rates of Pay

<u>Rates of Pay per annum - April 1, 2003</u>		<u>All positions are based on 37.5 hours per week.</u>					
Assistant Manager							
100 %	45,661	47,130	48,670	50,285	51,953	53,761	
80 %	36,529	37,704	38,936	40,228	41,562	43,009	
Tenant Relations Officer							
100 %	39,403	40,550	41,763	43,026	44,353	45,752	
80 %	31,522	32,440	33,410	34,420	35,482	36,602	
Administration/Staff Housing Clerk							
100%	35,800	36,803	37,864	38,975	40,138	41,359	
80 %	28,640	29,442	30,291	31,180	32,110	33,087	
<i>All positions are based on 37.5 hours per week.</i>							

Housing Maintenance Servicemen	43,745	45,137	46,613
Painter	45,137	46,613	48,134
Oil Burner Mechanic	48,134	49,758	51,446
Warehouseman	48,134	49,758	51,446
Carpenter	49,758	51,446	53,240
Plumber	51,045	52,817	54,654
Electrician	51,045	52,817	54,654

Housing Maintenance Serviceman Apprentice	1 st year	2 nd year	3 rd year
(See Article 37 <u>Apprentices</u>)	60% of	70% of	80% of
	Serviceman	Serviceman	Serviceman
	Step One	Step One	Step One
	26,247	30,622	34,996

Appendix B – Wage Rate Notes

Administration

An Administration employee shall progress from Pay Range ~~One~~ through ~~Six~~ on the basis of one level per year provided the employee's performance is satisfactory and subject to the following conditions.

(80%) Underfills – Underfills less than required minimum qualifications and experience

The Employer will provide the appropriate training to incumbents of underfills positions at the earliest possible time in order that they may qualify for the higher level of pay within the classification.

Maintenance

Maintenance Employees, excluding Apprentices, shall progress from Pay Range ~~One~~ through ~~Three~~ on the basis of one level per year provided the employee's performance is satisfactory and subject to the following conditions. Journeyman

Trades Certificates or a Certification of Ability may be required for positions classified in these groups. Pay placement **will** be allocated to Pay Range Three for Maintenance employees possessing Journeyman Trades Certification, a valid certificate of ability recognized in Nunavut or certification of ability and training deemed equivalent by the Employer. Pay placement **will** be allocated to Pay Range One and Two for Employees not possessing a valid recognized certificate of ability but deemed by the Employer to have attained a level of proficiency, by virtue of experience, below that required to obtain a Certificate of ability.

When an employee **is** appointed to act as a Leadhand Foreman, he/she will be paid a premium of \$2.00 per hour above his/her **regular** rate while acting in **this** capacity.

Signed March 27, 2003 in Pond Inlet, Nunavut:

Pond Inlet Housing Association

- Original signed -

Sarahme Akoomalik
Negotiations committee Member

- Original signed -

Morty Pitseolak
Negotiations Committee Member

- Original signed -

Louis M. Primeau
Secretary Manager

Public Service Alliance of Canada

- Original signed -

Jean-François Des Lauriers
PSAC Regional Executive Vice-president for the North

- Original signed -

Loretta Koonoo
Negotiations Committee Member

- Original signed -


Leo Mucktar
Negotiations Committee Member

- Original signed -

Svante Dunkers
Nunavut Employees Union
Service Officer

Signed March 27, 2003 in Pond Inlet, Nunavut:

Pond Inlet Housing Association



Sarahme Akoomalik
Negotiations Committee Member

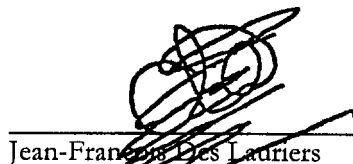


Morty Pitseolak
Negotiations Committee Member



Louis M. Primeau
Secretary Manager

Public Service Alliance of Canada



Jean-François Des Lauriers
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Negotiations Committee Member



Svante Dunkers
Nunavut Employees Union
Service Officer