

Collective Agreement

between

Nunavut Employees Union

(hereinafter the “Employer”)

and

Canadian Union of Labour Employees

(hereinafter the “Union”)

Effective From: January 1, 2012 To: December 31, 2014

Table of Contents

Article 1 Purpose of Agreement_____	1
Article 2 Interpretation and Definitions_____	1
Article 3 Application_____	5
Article 4 Future Legislation_____	5
Article 5 Retention of Rights and Privileges_____	6
Article 6 Strikes and Lock-outs_____	6
Article 7 Management Rights_____	6
Article 8 Outside Employment_____	6
Article 9 Recognition _____	7
Article 10 Union Security_____	7
Article 11 Union Representation _____	8
Article 12 Information_____	11
Article 13 Use of Employer Facilities_____	11
Article 14 Discharge and Discipline_____	11
Article 15 Grievance Procedure and Arbitration_____	13
Article 16 Human Rights and Dignity_____	16
Article 17 Hours of Work_____	19
Article 18 Workload_____	21
Article 19 Overtime_____	21
Article 20 Paid Holidays_____	23
Article 21 Special Holiday Closure_____	24
Article 22 Pay_____	25
Article 23 Reporting Pay_____	27
Article 24 Call Back Pay_____	28
Article 25 Leave General_____	28

Article 26 Annual Leave With Pay_____	29
Article 27 Sick Leave With Pay_____	32
Article 28 Injury-on-Duty Leave_____	35
Article 29 Pregnancy Leave_____	35
Article 30 Parental Leave_____	37
Article 31 Special Leave_____	39
Article 32 Other Types of Leave_____	42
Article 33 Education and Training_____	45
Article 34 Professional Development Leave_____	46
Article 35 Deferred Salary Leave Plan_____	47
Article 36 Job Descriptions_____	48
Article 37 Classification_____	48
Article 38 Staffing_____	48
Article 39 Employee Performance Review and Employee Files_____	49
Article 40 Employment Security_____	50
Article 41 Seniority_____	51
Article 42 Technological Change_____	52
Article 43 Health and Safety_____	53
Article 44 Quality of Workplace Life_____	55
Article 45 Civil Liability_____	55
Article 46 Community Allowance_____	56
Article 47 Housing Allowance_____	56
Article 48 Utility Allowance_____	57
Article 49 Vacation Travel Assistance_____	57
Article 50 Suitcase Issue_____	57
Article 51 Bilingual Bonus_____	58

Article 52 Group Benefit Plans and Pension Plan_____	58
Article 53 Severance Pay_____	59
Article 54 Duty Travel_____	61
Article 55 Joint Consultation_____	65
Article 56 Ultimate Removal Assistance_____	65
Article 57 Part-time Employees_____	66
Article 58 Casual Employees_____	66
Article 59 Term Employees_____	68
Article 60 Agreement Reopener and Mutual Discussions_____	68
Article 61 Duration_____	68
Article 62 Professional Fees_____	69
Article 63 CULE Solidarity Fund_____	69
Schedule B Rates of Pay_____	71
Appendix A Deferred Salary Leave Plan Regulations_____	72
Appendix B Relocation Article_____	76
MOU Executive Director_____	84
MOU Job Descriptions_____	85
MOU Representation Group_____	86
Letter of Understanding #1 Transfer_____	87
Letter of Understanding # 2 Continuous Service Bonus_____	88
Letter of Understanding #3 Pension Plan Contribution Rate_____	89

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 the well-being and increased productivity of the employees to the end that the Nunavut Employees Union will be well and efficiently served. Accordingly, the parties are determined to establish, within the framework provided by law, an effective working relationship at all levels in which members of the Bargaining Unit are employed.

Article 2
Interpretation and Definitions

- 2.01 For the purpose of this Agreement:
- (a) “Administration Group” means that group of employees in the following classifications: Executive Assistant, Membership Services Secretary-Receptionist, Finance Clerk Officer;
 - (b) “Agreement” means this Collective Agreement;
 - (c) “Allowance” means compensation to an employee in addition to his/her regular remuneration payable for the performance of his/her position;
 - (d) “Bargaining Unit” means all employees of the Nunavut Employees Union;
 - (e) “Compensatory leave” means leave with pay in lieu of cash payment for overtime. The duration of such leave will be equal to the overtime worked multiplied by the applicable overtime rate. The rate of pay to which an employee is entitled during such leave or when compensatory leave is paid in cash shall be based on the employee’s hourly rate of pay received by the employee on the day immediately prior to the day on which such leave is taken;

- (f) “Continuous employment” and “continuous service” means an unbroken period of employment with the Employer and/or the Public Service Alliance of Canada and their predecessor organizations, and for greater certainty employment shall not be considered to be broken by authorized periods of leave, with or without pay, except as specified in Article 32, or by any period of less than three (3) months between two (2) separate periods of employment with the Employer and/or the Public Service Alliance of Canada and their predecessor organizations. This definition in no way implies any entitlement to pay or other compensation from the Employer during the hiatus between two (2) separate periods of employment.
- (g) “Day of rest” means a day other than a holiday or a day of leave of absence, on which the employee is not ordinarily required to perform the duties of the position;
- (h) “Demotion” means the appointment of an employee for reasons of misconduct or incompetence, to a new position for which the maximum pay is less than that of his/her former position;
- (i) “Dependant” means:
 - (i) the spouse of an employee who is residing with the employee;
 - (ii) any child, adopted child or stepchild of the employee who
 - 1) is attending school or is a student at some other institution, and is under nineteen (19) years; or
 - 2) is under nineteen (19) years and dependent upon the employee for support; or
 - 3) is nineteen (19) years or older and dependent upon the employee because of a mental or physical illness; or
 - (iii) any other relative of the employee who is a member of the employee’s household and is totally dependent upon the employee for support because of a mental or physical illness.
- (j) “Double time” means twice the straight time rate;
- (k) “Employee” means a member of the Bargaining Unit and includes:

- (i) a “casual employee” which means an person employed by the Employer for work of a temporary nature not exceeding four (4) months;
- (ii) an “indeterminate employee” which means a person employed by the Employer for an indeterminate period;
- (iii) a “part-time employee” which means an employee who has been appointed to a position for which the hours of work on a continuing basis are less than the standard work day or week;
- (iv) a “term employee” which means a person other than a casual or indeterminate employee who is employed by the Employer for a fixed period in excess of four (4) months. A term employee after two (2) continuous years of employment shall be converted to an indeterminate employee.
- (l) “Employer” means the Nunavut Employees Union;
- (m) “Fiscal Year” means the period from January 1st to December 31st of the same year;
- (n) “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;
- (o) “Holiday” means the twenty four (24) hour period commencing at 12:01 a.m. of the day designated as a paid holiday in this Agreement;
- (p) “Leave” means absence from work with the permission of the Employer; imperative;
- (r) “Membership fees” means the dues established by the Canadian Union of Labour Employees as the dues payable by its members as a consequence of their membership in the Union, and shall include any initiation fee and/or assessments levied;
- (s) “Overtime” means work performed by an employee in excess or outside of his/her regularly scheduled hours of work;
- (t) “Probation” means a period of one (1) year from date of hire for the Service Officer classification, and six (6) months from date of hire for all other classifications;
- (u) “Promotion” means an appointment of an employee to a position where the maximum rate of pay exceeds the maximum rate of pay applicable to

the position held by the employee immediately prior to the appointment by an amount equal to at least the lowest annual increment applicable to the position to which the employee is appointed.

- (v) “Rates of Pay”:
 - (i) “weekly rate of pay” means an employee’s annual salary divided by 52.176;
 - (ii) “daily rate of pay” means an employee’s weekly rate of pay divided by five (5);
 - (iii) “hourly rate of pay” means an employee’s daily rate of pay divided by his/her regularly scheduled daily hours of work, or where an employee is paid by the hour, the rate of pay established for his/her part-time or casual employment;
 - (iv) “straight time rate” means the hourly rate of remuneration;
- (w) “PSAC” means the Public Service Alliance of Canada;
- (x) “Representation Group” means that group of employees in the following classifications: Service Officer;
- (y) “Representative” means a person who is authorized to represent the Union;
- (z) “Spouse” means
 - (i) an individual who is legally married to an employee; or
 - (ii) an individual who is
 - 1) the natural or adopted parent of an employee’s child; or
 - 2) in a relationship with an employee for at least twelve (12) consecutive months;
- (aa) “Time and one-half” means one and one-half times the straight time rate;
- (bb) “Transfer” means the appointment of an employee to a position that does not constitute a promotion or a demotion;
- (cc) “Union” means the Canadian Union of Labour Employees;

- (dd) “Week” means a period of seven (7) consecutive calendar days beginning at 12:01 a.m. on Sunday and ending at midnight on the following Saturday night.

2.02 Except as otherwise provided expressions used in this Agreement:

- (a) if defined in the Labour Standards Act of Nunavut or in the Regulations made there under have the same meaning as given to them in the Act; and
- (b) if defined in the Interpretation Act of Nunavut, but not defined in the Labour Standards Act of Nunavut have the same meaning as given to them in the Interpretation Act of Nunavut.

Article 3 **Application**

- 3.01 The provisions of this Agreement apply to the Union, employees and the Employer.
- 3.02 The English text of this Agreement is official. If there is a contradiction between the English text and its translation into any other language, the English version shall govern.

Number and Gender

- 3.03 Wherever the singular, plural, masculine, feminine or neuter is used throughout this Agreement the same shall be construed as meaning the singular, plural, masculine, feminine, neuter or body corporate where the fact or context requires this and with regard to the provisions of this Agreement.

Article 4 **Future Legislation**

- 4.01 In the event that any law passed by Parliament or the Legislative Assembly of Nunavut renders null and void or alters any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement. When this occurs the Agreement shall be re-opened upon the request of either party and negotiations shall commence with a view to finding an appropriate substitute for the annulled or altered provision.

Conflict of Provisions

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

Article 5
Retention of Rights and Privileges

- 5.01 Should the Employer merge, amalgamate or combine any of its operations or functions with another organization during the term of this Agreement, the Employer, through whatever merger agreement or instrument involved, agrees that all benefits and conditions of employment held by the employees shall be integrated and shall not be adversely affected.
- 5.02 Should the Union change its name, affiliate or merge with any other union, or group of unions, the resulting entity shall retain all the rights and privileges of the Union and the existing Agreement shall remain in force for the term of the Agreement.

Article 6
Strikes and Lock-outs

- 6.01 During the term of this Agreement there shall be no lock-out by the Employer and no interruption or impeding of work, work stoppage, strike, sit-down, slow down, or any other interference with production by any employee or employees.
- 6.02 No employee shall be required to cross any picket line or to do any struck work. No employee shall suffer a loss of pay or benefits as a result of a refusal to cross a picket line or a refusal to do any struck work.
- 6.03 No employee shall be disciplined by the Employer for exercising his/her rights contained in this Article.

Article 7
Management Rights

- 7.01 Except to the extent provided herein, this Agreement in no way restricts the Employer in the management and direction of the employees.
- 7.02 The Employer shall notify every employee of the name of his/her immediate designated supervisor.
- 7.03 The Employer shall exercise its rights in a manner which is fair, reasonable, without discrimination and consistent with the terms of this Agreement.

Article 8
Outside Employment

- 8.01 Employees are prohibited from carrying on any business or employment outside their regularly scheduled hours of duty when such business or employment is such that:

- (a) a conflict of duties may develop between an employee's regular work and his/her outside interests; and
- (b) certain knowledge and information available only to the Employer's employees place the individual in a position where he/she can exploit the knowledge or information for personal gain.

Article 9 **Recognition**

- 9.01 The Employer recognizes the Canadian Union of Labour Employees as the exclusive bargaining agent for all employees in the Bargaining Unit.

Article 10 **Union Security**

Union Shop

- 10.01 All present employees and all employees hired after the date of this Agreement shall become and remain members in good standing of the Union as a condition of employment.

Check-Off

- 10.02 Effective the first of the month following the signing of this Agreement, the Employer will, as a condition of employment, deduct an amount equal to the amount of membership fees from the pay of all employees in the Bargaining Unit.
- 10.03 The Union shall inform the Employer in writing of the authorized deduction to be checked off for each employee within the Bargaining Unit.
- 10.04 For the purpose of applying Article 10.02, deductions from the pay for each employee will occur on a biweekly basis and will apply to the extent that earnings are available. Where an employee does not have sufficient earnings in respect of any biweekly period to permit deduction, the Employer shall not be obligated to make such deductions from subsequent salary.
- 10.05 The amounts deducted in accordance with Article 10.02 shall be remitted to the Treasurer of the Union 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.
- 10.06 From the date of signing, and for the duration of this Agreement, 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.

- 10.07 The Employer agrees to identify annually on each employee's T4 slip the total amount of membership fees deducted for the applicable year.
- 10.08 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of the Check-Off section of this Article, except for any claim or liability arising out of error committed by the Employer.
- 10.09 The Employer agrees to make deductions for other purposes on the basis of appropriate documentation.

Article 11

Union Representation

Union Access to Employer Premises

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

Appointment of Representatives

- 11.02 The Employer acknowledges the right of the Union to appoint employees as Representatives of the Union.
- 11.03 The Union will provide the Employer with the names of officers and Representatives of the Union within a reasonable period.

Information Required

- 11.04 The Employer agrees to provide the Union, on a quarterly basis, information concerning the identification of each employee. This information shall include the name, location, job classification, rate of pay, and employment status of each employee.
- 11.05 The Employer shall notify the Union in writing, within fifteen (15) working days, of the name, position and location of each employee who resigns or is hired, promoted, transferred, laid off, recalled, suspended or terminated.

Access to Personnel Records

- 11.06 An employee, or a Representative of the Union with the written authority of the employee, shall be entitled to review the employee's personnel file in order to facilitate the investigation of a grievance and to make such copies as the employee or Representative deems necessary.

Union Bulletin Boards and Communications

- 11.07 The Employer shall provide a bulletin board space in each location clearly identified for exclusive Union use.
- 11.08 The Union and employees will be permitted to communicate with each other on Union related matters using the Employer's e-mail system and telephone / teleconferencing facilities. The Employer will provide an electronic method of access to the Union's electronic sites, if any.

Meeting Room

- 11.09 The Employer will make available to the Union and the members of the Bargaining Unit a meeting room to be used from time to time for the conducting of business relating to the Bargaining Unit.

Union Information for New Employees

- 11.10 A Representative of the Union shall have the right to a personal or telephone meeting with a new employee, whichever is practical, to make a presentation of up to sixty (60) minutes. The employee shall be granted leave with pay to attend this meeting. The Employer shall provide the facilities to enable this meeting and ensure that the employee is given adequate privacy for the duration of the meeting.

Time Off for Union Activities

- 11.11 The Employer shall grant leave with pay to employees participating as a party, a witness, or a Representative of the Union in respect to:
- (a) any proceeding before the Canada Industrial Relations Board;
 - (b) investigation of any complaints or grievances, except for an employee who is on suspension without pay;
 - (c) any proceeding under Article 15 – Grievance Procedure and Arbitration, except for an employee who is on suspension without pay;
 - (d) meetings with the Employer on behalf of the Union;
 - (e) conventions or executive council meetings of the Union;
 - (f) training related to the duties of a Representative of the Union.

Contract Negotiations

- 11.12 The Employer will grant leave with pay for one (1) employee to attend contract negotiations on behalf of the Union for the duration of such negotiations.

Preparatory Contract Negotiations Meetings

- 11.13 The Employer will grant leave with pay for one (1) employee to attend preparatory contract negotiations meetings.

Anti-Union Discrimination Prohibited

- 11.14 There shall be no discrimination against or intimidation of any employee for reasons of union membership or union activity, or for the exercise of his/her rights under this Agreement, the Canada Labour Code, the Labour Standards Act of Nunavut or any other applicable legislation.

Union Label

- 11.15 In order that the general public shall be aware of the benefits of a unionized workplace, the union label of the Canadian Union of Labour Employees shall be displayed as prominently as possible in each workplace of the Employer. All buildings of the Employer shall bear the union label.
- 11.16 The union label whether by stamp or typewritten, shall be included on all correspondence, reports, briefs, collective agreements, and so forth that are produced in the office of the Employer by persons working under the conditions of this Agreement.

Conferences, Forums, Commissions, Boards and Hearings

- 11.17 When operational requirements permit, and upon reasonable notice, the Employer will grant leave with pay for a reasonable number of employees:
- (a) to participate as delegates to constitutional conferences or other similar forums mandated by Federal or Territorial legislation; and
 - (b) to present briefs to commissions, boards and hearings that are mandated by Federal or Territorial legislation and whose area of interest is of concern to organized labour.

Article 12

Information

Employer's Directives

- 12.01 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 this Agreement, the Employer shall consult with the Union prior to issuing the directive.

Publication of Agreement

- 12.02 The Employer shall provide each employee with a copy of this Agreement.
- 12.03 The Employer shall provide each new employee with a copy of this Agreement upon his/her appointment.

Translation of the Agreement

- 12.04 The Employer shall provide a translated version of the Agreement in one of the official languages of Nunavut, as requested by an employee. In the event of any dispute concerning a proper interpretation of any provision of the Agreement the English version shall govern.

Article 13

Use of Employer Facilities

- 13.01 The Employer agrees to continue the past practice of allowing employees personal access to the Internet through its facilities at no cost to the employee.

Article 14

Discharge and Discipline

Just Cause

- 14.01 No employee shall be subject to discharge or discipline except for just cause.

Progressive Discipline

- 14.02 The value of progressive discipline with the aim of being corrective in application is recognized by both parties. Therefore, discipline or discharge for just cause (except in cases of gross misconduct) should be proceeded by a documented record of counselling, warnings (oral or written) and/or suspensions.
- 14.03 Discipline shall be applied uniformly and shall be appropriate to their cause.

Union Representation

- 14.04 Where an employee is to receive discipline or is to be discharged, the Employer shall notify the employee at a meeting. At least two (2) working days prior to the meeting, the Employer shall notify the employee of his/her right to have a Representative of the Union in attendance. Where it is not practical for the Representative to attend the meeting in person the Employer shall provide teleconferencing facilities for the meeting.
- 14.05 The Employer agrees that communications between an employee and his/her Representative are confidential.

Written Confirmation

- 14.06 The reasons for the discipline or discharge shall be confirmed to the employee in writing within five (5) working days. The reasons for discharge shall be confirmed in writing within ten (10) working days. The ten (10) working day period in the event of a discharge will not be counted for the purpose of article 15.13. The time limit outlined in article 15.13 will begin once written notification is received by the employee.

Time Limits

- 14.07 (a) The Employer shall take disciplinary action against an employee within twenty (20) working days of the date of the incident or within twenty (20) working days of the date on which management became aware of the incident.
- (b) Where the Employer decides to investigate an incident the time frames in 14.07 (a) shall start once the investigators report is received by the Employer. The provisions of 16.14 (c) shall apply to the appointment.
- (c) Prior to the selection of an investigator the Employer shall consult with the union on the terms of reference of the investigator and the selection of the investigator. If the parties do not reach mutual agreement on the selection of the arbitrator the Employer shall appoint an investigator.

Disciplinary Record

- 14.08 The Employer agrees not to introduce as evidence in the case of 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 its filing.

Sunset Provision

- 14.09 The record of an employee shall not be used against him/her at any time after one (1) year following a suspension or disciplinary action, including letters of reprimand or any adverse reports, provided no additional suspension or disciplinary action was imposed within the one (1) year period.

Article 15

Grievance Procedure and Arbitration

- 15.01 The Employer and the Union recognize that grievances may arise in each of the following circumstances:

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

- 15.02 Grievances shall be settled according to the following procedures for grievance and arbitration.

Representation

- 15.03 If he/she so desires, an employee may be assisted and represented by the Union when presenting a grievance.
- 15.04 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 the same time that the Employer's decision is conveyed to the employee.
- 15.05 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 a grievance.

- 15.06 The Union shall have the right to initiate and present a grievance to management related to the application or interpretation of this Agreement on behalf of one or more members of the Union.
- 15.07 An employee may, by written notice to the Employer, withdraw a grievance provided that, where the grievance is one arising out of the application or interpretation of this Agreement his/her withdrawal has the endorsement, in writing, of the Union.

Procedures

- 15.08 An employee or the Union who wishes to present a grievance shall transmit this grievance in writing to the Employer who shall forthwith provide the employee and the Union with a receipt stating the date on which the grievance was received by him/her.
- 15.09 Except as otherwise provided in this Agreement a grievance shall be processed by recourse to the following steps:
- (a) First level (Executive Director)
 - (b) Final Level (President of the Nunavut Employees Union)
- 15.10 The Union shall have the right to consult with the Employer with respect to a grievance.
- 15.11 No proceedings under this Article are invalid by reason of any defect of form or any technical irregularity.

Time Limits

- 15.12 These time limits may be extended by mutual agreement between the Employer and the employee, and where appropriate the Union Representative.
- 15.13 A grievance may be presented at the First and Final Level of the procedure in the manner prescribed in Article 15.08 within thirty (30) calendar days after the date of action or circumstances giving rise to the grievance.
- 15.14 The Employer shall reply in writing to a grievance within thirty (30) calendar days at First and Final Level.

Termination of Employment

- 15.15 No employee shall have his/her employment terminated without first being given notice in writing together with the reasons thereof.

Arbitration

- 15.16 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement including any question as to whether a matter is arbitrable, or where an allegation is made that a term or condition of this Agreement has been violated, either of the parties may, after exhausting the grievance procedure in this Article, notify the other party in writing within twenty-one (21) days of the receipt of the reply at the First and Final Level, of his/her desire to submit the difference or allegation to arbitration.
- 15.17 (a) The parties agree that arbitration referred to in Article 15.16 shall be by a single arbitrator.
- (b) If an arbitrator 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 proposed by each party until a mutually agreed upon arbitrator is found to hear the parties within the above mentioned thirty (30) day period.
- (c) In the event that the Employer and the Union are unable to agree upon the selection of the Arbitrator, the Minister of Labour of Canada shall be requested to appoint an Arbitrator, and it is agreed that the Arbitrator so appointed shall act as the single Arbitrator.
- 15.18 (a) The Arbitrator has all of the powers granted to arbitrators under the Canada Labour Code, Part I in addition to any powers, which are contained in this Agreement.
- (b) The arbitrator shall hear and determine the difference or allegation and shall issue a decision and that decision is final and binding upon the parties and upon any employee affected by it.
- (c) The award of the arbitrator shall be signed by him/her and copies thereof shall be transmitted to the parties to the dispute.
- 15.19 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.
- 15.20 The Employer and the Union shall each pay one-half of the remuneration and expenses of the Arbitrator and each party shall bear its own expenses of every such arbitration.
- 15.21 Where a party has failed to comply with any of the terms of the decision of the Arbitrator, either party or employee affected by the decision may, after the

expiration of thirty (30) calendar days from the date of the release of the decision or the date provided in the decision for compliance, whichever is later, file in the office of the Clerk of the Federal Court of Canada, a copy of the decision, exclusive of the reason therefore in the prescribed form, whereupon the decision may be entered in the same way as the judgement or an order of that court and may be enforceable as such.

15.22 In addition to the powers granted to arbitrators under the Canada Labour Code the Arbitrator may determine that the employee has been dismissed for other than just and reasonable 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 less sum as in the opinion of the Arbitrator is fair and reasonable; and/or
- (b) make such order as he/she considers fair and reasonable having regard to the terms of this Agreement, and/or assess such damages as in the opinion of the Arbitrator is fair and reasonable.

Article 16

Human Rights and Dignity

No Discrimination

16.01 The Union, the Employer, and the employees agree that there shall be no discrimination, interference, restriction, coercion, harassment, intimidation or any disciplinary action exercised or practiced with respect to any employee by reason of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, gender identity, marital status, family status, disability, language, political affiliation, conviction for which a pardon been granted, or any other grounds proscribed by applicable legislation, by reason of membership or activity in the Union, nor by exercising their rights under this Agreement.

Freedom of Expression

16.02 Employees have the right to freedom of expression.

16.03 In the exercise of this right, employees shall not create ambiguities as to whether they are speaking in a professional capacity or as private citizens, nor shall they purport to speak on behalf of the Employer unless so authorized.

Equal Pay for Work of Equal Value

16.04 The Employer agrees to recognize the principle of equal pay for work of equal value regardless of the gender of the employee.

Religious Observance

- 16.05 The Employer shall accommodate an employee who requests time off to fulfill his/her religious obligations.
- 16.06 An employee may substitute the designated paid holidays in Article 20.01 in order to fulfill his/her religious obligations.
- 16.07 An employee may, in accordance with the provisions of this Agreement, request annual leave, compensatory leave, or leave without pay for other reasons in order to fulfill his/her religious obligations.
- 16.08 Notwithstanding Articles 16.06 or 16.07, at the request of the employee and at the discretion of the Employer, time off with pay may be granted to the employee in order to fulfill his/her religious obligations. The number of hours with pay so granted must be made up hour for hour within a period of six (6) months, at times agreed to by the Employer. Hours worked as a result of time off granted under this Article shall not be compensated.
- 16.09 An employee who intends to substitute designated paid holidays, request leave or time off under this Article must give at least two (2) weeks notice in writing to the Employer before the period of absence.

Sexual and Personal Harassment and Workplace Violence

- 16.10 Every employee is entitled to employment free of sexual harassment, personal harassment and workplace violence. The Employer will make every reasonable effort to ensure that no employee is subjected to sexual harassment, personal harassment and workplace violence.
- 16.11 (a) "Sexual harassment" is any incident or series of incidents which may cause offence or humiliation to any employee and includes, but is not limited to, verbal abuse, unwelcome remarks, jokes and innuendoes about one's body or attire, displaying of pornographic pictures, practical jokes which cause awkwardness or embarrassment, unwelcome invitations or requests, leering, unnecessary physical contact such as touching, patting or pinching, physical assault, or any conduct that might reasonably be perceived as placing a condition of a sexual nature on any aspect of employment.
- (c) "Personal harassment" is any unwarranted behaviour by any person that is directed at and is offensive to an individual or endangers an individual's job, undermines the performance of that job, or threatens the economic livelihood of then individual. Such behaviour may take the form of the application of force, threats, verbal abuse, or harassment of a personal

nature, which demeans, belittles or causes personal humiliation or embarrassment to the recipient.

- (d) “Workplace violence” means any incident in which an employee is abused, threatened or assaulted during the course of his/her employment, and includes but is not limited to all forms of harassment, bullying, intimidation and intrusive behaviours of a physical or emotional nature.

16.12 To prevent sexual harassment, personal harassment and violence in the workplace, the Employer shall ensure that policies are in place which address:

- (a) the prevention of abuse of staff;
- (b) appropriate interventions to deal effectively with situations where abuse is either threatened or has occurred;
- (c) prompt, thorough follow-up to ensure that the needs of the abused employee are met (e.g. the provision of support and counselling);
- (d) the incident is investigated and plans developed to lessen the likelihood of further abusive behaviour;
- (e) the rights of both the complainant and the person(s) against whom the complaint has been lodged; and
- (f) confidentiality of information.

16.13 Complaints under Article 16.11 shall be handled according to the complaint process set out in Article 16.14.

16.14 Handling of Sexual and Personal Harassment, and Workplace Violence Complaints:

- (a) Step 1: Informal
Informal problem solving should be undertaken if appropriate and not already attempted.
- (b) Step 2: Complaints
If an employee feels that the informal procedure is unsuccessful or inappropriate, the employee may file a complaint with the Employer within thirty (30) calendar days from the end of the informal procedure.
- (c) Step 3: Independent Investigation
 - (i) Within one (1) week of the filing of a complaint under this section, the Employer will appoint an independent fact-finder, following

consultation with the Union, who will be required to report within four (4) weeks of appointment unless an extension is granted by mutual consent of the Employer, the complainant and the Union.

- (ii) The investigator will act under guidelines for investigation developed jointly by the Employer and the Union. These guidelines will provide for due process and full disclosure of results to all principals. The investigator will have the right to interview any person, and access and copy any Employer records, which in the opinion of the investigator are relevant to the investigation. All costs of the independent investigation will be paid by the Employer.
 - (iii) Complainants and respondents have the right to be accompanied by a Union Representative during the investigation process.
 - (iv) Full copies of the completed investigation report will be provided to the Union and the Employer. The parties will preserve confidentiality, but the Union may provide a copy or parts thereof to the employee it is representing in the complaint.
- (d) **Step 4: Mediation**
Mediation with consultation of the parties is available at any stage of the process and is encouraged. Mediators shall be independent of the investigation process. Mediators are not compellable witnesses in any related proceeding and are not to keep records except for statistical purposes and for recording of settlements. All costs of mediation will be paid by the Employer.
- (e) **Step 5: Grievance and Arbitration**
Failing successful resolution of the complaint by mediation, or at the option of the employee if he/she chooses not use the previous steps in this section, a grievance may be filed under Article 15 – Grievance Procedure and Arbitration.

Article 17

Hours of Work

17.01 The standard hours of work for employees of the Administration Group are:

- (a) The standard daily hours will be seven (7½) consecutive hours, between 8:30 a.m. and 5:00 p.m., each day from Monday to Friday.
- (b) Subject to operational requirements, the Employer may grant an employee, upon request, flexible or staggered hours between 8:00 a.m. and 7:00 p.m.

- (c) The standard yearly hours will be 1, 950.
- (d) The standard daily hours are exclusive of a minimum one hour lunch period scheduled as close as possible to mid-day.
- (e) There shall be a paid 15 minute break in the morning and a paid 15 minute break in the afternoon.

17.02 The standard hours of work for employees of the Representation Group are:

- (a) The standard daily hours will be seven (7½) consecutive hours, between 08:00 a.m. and 8:00 p.m., each day from Monday to Friday. Each employee will determine his/her flexible or staggered standard hours of work each day to meet operational requirements.
- (b) Subject to the applicable conditions in Article 1(a), an employee may vary his/her flexible or staggered standard hours of work to a maximum of ten (10) hours, between 08:00 a.m. and 9:00 p.m., each day from Monday to Friday, and to a maximum of thirty-seven and one-half (37½) hours per week. When an employee exercises their rights under this clause, they shall communicate their absence from the office to the NEU headquarters and generally by telephone answering machine message.
- (c) The standard yearly hours will be 1,950.
- (d) The standard daily hours are exclusive of a minimum one hour lunch period scheduled as close as possible to mid-day.
- (e) There shall be a paid 15 minute break in the first half of the workday and a paid 15 minute break in the second half of the workday.

General Rules

17.03 Employees are entitled to one 15 minute paid rest period in every period of 3½ consecutive hours worked as appropriate.

No Shift Work

17.04 There shall be no shift work.

Article 18

Workload

- 18.01 The Employer is committed to maintaining a reasonable workload for all employees. Where the absence of one or more employees may create a significant increase in workload for other employees, the Employer shall review the issues raised, seek input from the employees concerned and look for a number of ways to relieve the workload issues. An employee who believes his/her workload is unsafe or consistently excessive should discuss the matter with his/her supervisor.
- 18.02 The Employer shall grant one (1) day stress leave with pay within three (3) months of Convention to employees whose workload included Convention duties and/or attendance at Convention.
- 18.03 The Employer shall ensure that information pertaining to individual employees with respect to their employment, including but not limited to job performance and discipline, are kept confidential and not disclosed to the Convention.

Role of NEU Executive Members in Staff Relations

- 18.04 Members of the Executive of the Nunavut Employees Union, other than the President or Acting President, shall not be directly involved in the assignment of work, the supervision of employees or the performance evaluations of employees.

Article 19

Overtime

- 19.01 An employee who is required to work overtime shall be paid overtime compensation for each completed fifteen (15) minutes of overtime worked by him/her subject to a minimum payment of one (1) hour at the overtime rate when:
- (a) the overtime work is authorized in advance by the Employer, except overtime work of employees in the Representation Group shall be deemed to be authorized in advance by the Employer and determined by the employee when engaged in collective bargaining or for travel on behalf of the Employer.
- 19.02 Employees shall record starting and finishing times of overtime on a form determined by the Employer.
- 19.03 Subject to the operational requirements, the Employer shall make every reasonable effort:
- (a) to allocate overtime work on an equitable basis among readily available qualified employees who are normally required in their regular duties to perform that work; and

- (b) to give employees who are required to work overtime reasonable advance notice of this requirement.
- 19.04 An employee may, for cause, refuse to work overtime, providing he/she places his/her refusal in writing.
- 19.05 An employee shall not use his/her engagement in business or employment outside his/her regularly scheduled hours of duty under Article 8 as a cause to refuse to work overtime.

Compensation for Overtime

- 19.06 An employee who works overtime shall be entitled to a minimum of one hour's pay at the appropriate rate described in Article 19.07 below.
- 19.07 Overtime work shall be compensated as follows:
 - (a) at time and one-half (1½) for all hours except as provided in Article 1(b);
 - (b) at double time (2) for all hours of overtime worked after the first four (4) consecutive hours of overtime and double time (2) for all hours worked on the second or subsequent day of rest, provided the days of rest are consecutive, and designated paid holidays;
 - (c) in lieu of (a) and (b) above, the employee may take the equivalent compensatory leave with pay at the appropriate overtime rate, subject to operational requirements. Compensatory leave in excess of one (1) day requires the Employer's approval;
 - (d) banked time under this clause in excess of 150 hours at the end of the fiscal year shall be paid out in cash. Up to 150 hours of bank time under this clause maybe carried over into the next fiscal year.
- 19.08 Where an employee is required to work three (3) or more hours of overtime immediately following his/her regularly scheduled hours of duty, and, because of the operational requirements of the Employer, 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 equal to the amount of the Dinner in accordance with Article 54 – Duty Travel.

No Standby

- 19.09 There shall be no standby.

Article 20
Paid Holidays

20.01 The following days are designated as 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) the first Monday in August;
- (h) Labour Day;
- (i) Thanksgiving Day;
- (j) Remembrance Day;
- (k) Christmas Day;
- (l) Boxing Day;
- (m) any additional days when proclaimed by an Act of Parliament as a national holiday; and
- (n) up to one (1) additional day when proclaimed by the mayor of the community in which an employee resides.

20.02 Where the Government of Nunavut agrees to provide time off in support of a community function, the Employer shall also provide this time off for its employees.

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

- 20.04 Article 20.01 does not apply to an employee who is absent without pay on both the working day immediately preceding and the working day following the paid holiday, except with the approval of the Employer or where leave with pay has been granted.

Holiday Falling On A Day of Rest

- 20.05 When a day designated as a holiday under Article 20.01 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.
- 20.06 When a day designated as a holiday for an employee is moved to another day under the provisions of Article 20.05:
- (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
- 20.07 When the Employer requires an employee to work on a 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 been granted had he/she not worked on the holiday, the applicable overtime rates.
- 20.08 Where a day that is a designated holiday for an employee falls within a period of a leave with pay, the holiday shall not count as a day of leave.

Article 21
Special Holiday Closure

- 21.01 An employee shall be granted leave with pay for the regular working day immediately prior to Christmas Day and for the regular working days falling in the period between Christmas Day and New Year's Day.
- 21.02 An employee who is a member of a faith community, which does not observe Christmas and/or New Year as set out in Article 21.01, may elect each calendar year to take an equivalent number of consecutive working days leave with pay in lieu of his/her entitlement under Article 21.01 in conjunction with a holiday of his/her religious tradition.

Article 22

Pay

- 22.01 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 – Rates of Pay.
- 22.02 Employees shall be paid on a biweekly basis with pay days being every second Thursday, except for casual employees.
- (a) In the event that a holiday, as defined in Article 20.01 falls on the day designated as a payday, payday shall be the day of work immediately preceding the holiday.
 - (b) If requested by the employee, the Employer shall, prior to the commencement of a leave with pay of five (5) working days or more, pay in advance an amount equal to the leave entitlement for the period of time this leave with pay has been requested.
- 22.03 Employees who have earned overtime compensation, or any other allowances in addition to their regular pay, should receive such remuneration within two (2) pay periods of the request.
- 22.04 Upon receipt of a written request from the employee, the Employer shall deposit an employee's pay directly at the bank of the employee's choice and provide the employee with a statement of his/her earnings.
- 22.05 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.
- 22.06 In the event there is a delay in paying new or transferred employees, the Employer will assist those employees by providing advances or by other appropriate means.

Pay Recovery

- 22.07 Where an employee has received more than his/her proper entitlement to wages or benefits or where retroactive membership fees deductions are necessary, no continuing employee shall be subject to such deductions in excess of ten percent (10%) of the employee's gross earnings per pay period, except in recoveries for absent without leave. If more than eighteen (18) months have passed since the overpayment there shall be no recovery of the overpayment.

Acting Pay

- 22.08 When an employee is required by the Employer to perform the duties of a higher classification level on an acting basis, he/she shall be paid acting pay calculated 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.

Salary Increases

- 22.09 The Employer agrees to pay the negotiated salary increases to every employee not later than thirty (30) calendar days following the date that this Agreement is signed and on the first pay day after any subsequent salary increases become effective.
- 22.10 The Employer agrees to pay all retroactive remuneration for salary increases, overtime, acting pay and allowances not later than the month following the month in which the Agreement is signed.
- 22.11 Employees (excluding casuals) who have severed their employment between the termination date of this Agreement and the effective date of the new collective agreement shall receive the full retroactivity of any wage, salary or allowance increase.

Performance Increments

- 22.12 An employee holding a position for which there is a minimum and maximum rate of pay may be granted increases in pay until he/she reaches the maximum for the position. Such pay increases are dependent on satisfactory performance of the duties of the position by the employee, and shall not be granted to the employee until his/her supervisor certifies to the Employer that the employee is so performing the duties of his/her position.
- 22.13 For the purposes of such pay increases the performance of the employee shall be reviewed annually on the employee's anniversary of his/her appointment. Failure to complete the performance review of an employee shall constitute satisfactory performance for the purposes of this Article.
- 22.14 Where a salary increment and salary increase are effective on the same date, the salary increment shall be applied first and the resulting rate shall be increased in accordance with the salary increase.

Appointment to a New Position

- 22.15 When an employee is appointed to a new position, he/she shall be paid:

- (a) If the appointment constitutes a promotion, 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, an increment will be granted at the time of promotion on the present pay level prior to application of the new pay level. Where this occurs, the employee's salary review date shall be changed to the effective date of the promotion.
- (b)
 - (i) If the appointment constitutes a transfer, at the rate nearest to, but not less than his/her former rate of pay; or
 - (ii) where the employee agrees to accept a transfer to a position, the maximum rate of pay of which is less than his/her present rate of pay, the employee shall be paid at the maximum rate of the new position to which he/she agrees to be transferred.
- (c) If the appointment is as 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 a level in the appropriate pay range for the new position that is commensurate to the employee's qualifications and experience for the position.

Article 23

Reporting Pay

- 23.01 If an employee reports to work for his/her regularly scheduled workday and there is a change in his/her workday assignment, he/she shall be entitled to one (1) day of work. When no work is available he/she shall receive compensation of one (1) day of pay at the straight time rate.
- 23.02 If an employee reports to work on his/her regularly scheduled workday and there is insufficient work available, he/she is entitled to one (1) day of work. When no work is available he/she shall receive compensation to one (1) day of pay at the straight time rate.
- 23.03 If an employee is directed to report for work on a day of rest or on a designated paid holiday, and there is insufficient work available, he/she shall be entitled to four (4) hours of work at the appropriate overtime rate. When no work is available, he/she shall receive compensation to four (4) hours pay at the appropriate overtime rate.
- 23.04 If an employee is directed to report for work outside of his/her regularly scheduled hours, 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.

Article 24
Call Back Pay

24.01 “Call Back” means calling of an employee to duty after he/she has reported off duty and before he/she is next scheduled for work.

24.02 When an employee is called back to a place of work by the Employer for a specific duty, 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.

Article 25
Leave General

25.01 When the employment of an employee who has been granted more annual or sick 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:

- (a) an employee’s employment is terminated by his/her death;
- (b) an employee’s employment is terminated by lay-off.

25.02 When an employee is in receipt of an extra allowance and is granted leave with pay, he/she is entitled during his/her period of leave to receive the allowance.

25.03 During the month of January in each year, the Employer shall inform each employee in the Bargaining Unit in writing of the balance of his/her sick, annual and compensatory leave credits as of the 31st day of December of the previous year.

25.04 If, at the end of the fiscal year, an employee’s entitlement to annual 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.

- 25.05 All leave will be taken in hours, on the basis of the employee's regularly scheduled hours of work for the day the leave is taken.

Transfer of Leave Credits for Compassionate Reasons

- 25.06 The parties agree that an indeterminate employee may transfer, for compassionate reasons, his/her own annual and/or compensatory leave credits to another indeterminate employee. These transferred leave credits may only be taken as leave and shall not be cashed.

Right to Return to Former Position

- 25.07 An employee who is granted leave under any article of this Agreement shall have the right to return to his/her former position upon the termination of such leave, except as otherwise specifically provided.

Extension of Employment by Leave Credits

- 25.08 Where an employee's employment is about to be terminated, other than termination of employment due to discharge, the employee may elect to extend his/her employment beyond the completion of duties by his/her accumulated annual leave credits or compensatory leave credits.

Article 26
Annual Leave With Pay

Accumulation of Annual Leave

- 26.01 For each month of a fiscal year in which an employee receives ten days pay, he/she shall earn annual leave at the following rates:
- (a) one and three eighths (1-3/8) days each month until the month in which the anniversary of the second (2nd) year of continuous service is completed.
 - (b) one and nineteen twenty-fourths (1-19/24) 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 sixth (2-1/6) days each month commencing in the month after completion of **seven (7)** years of continuous employment.
- 26.02 The accumulated service for part-time employees shall be counted for the annual leave entitlements in Article 1(a), (b) and (c).

Granting of Annual Leave

- 26.03 In granting annual leave with pay to an employee, the Employer shall make every reasonable effort:
- (a) to grant the employee his/her annual leave at a time specified by him/her;
 - (b) not to recall an employee to duty after he/she has proceeded on annual leave;
 - (c) to grant the employee annual leave for at least up to six (6) consecutive weeks depending upon his/her annual leave entitlements when so requested by the employee; and
 - (d) to grant employees their annual leave requests and, where two or more employees request the same period of annual leave, seniority will prevail;
 - (e) to grant the employee his/her annual leave when specified by the employee if the period of annual leave is less than a week, providing the employee gives the Employer reasonable advance notice;
- 26.04 The Employer shall reply to a request for annual leave submitted by an employee as soon as possible, but no later than fifteen (15) calendar days after the request has been received.
- 26.05 Where the Employer has proposed to change, reduce or deny the annual leave requested by the employee, the Employer shall provide the employee with the reasons, in writing, for such change, reduction or denial of annual leave.
- 26.06 Where in respect of any period of annual leave, an employee:
- (a) is granted bereavement leave under Article 31; or
 - (b) is granted leave with pay up to two (2) days for family-related responsibilities under Article 31; or
 - (c) is granted sick leave on production of a medical certificate; or
 - (d) the period of annual leave so displaced shall either be added to the annual leave period if requested by the employee and approved by the Employer or reinstated for use at a later date.

Carry-over Provisions

- 26.07 Employees are permitted to carry over annual leave credits into the next fiscal year. Annual leave credits exceeding a one (1) year entitlement may be liquidated in cash, upon request of the employee, in the month of February.

Recall From Annual Leave

- 26.08 When during any period of annual leave, an employee is recalled to duty, he/she shall be reimbursed for reasonable expenses, that he/she incurs:

- (a) in proceeding to his/her place of duty;
- (b) in respect of any non-refundable deposits or prearrangements associated with his/her annual leave;
- (c) in returning to the place from which he/she was recalled if he/she immediately resumes annual leave upon completing the assignment for which he/she was recalled;
- (d) after submitting such accounts as are normally required by the Employer.

- 26.09 The employee shall not be considered as being on annual leave during any period in respect of which he/she is entitled under Article 26.08 to be reimbursed for reasonable expenses incurred by him/her.

Leave When Employment Terminates

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

- (a) outstanding annual leave credits will be paid at current rate of pay.
- (b) the Employer shall grant the employee any annual leave earned but not used by him/her before the employment is terminated if the employee so requests.

- 26.11 Where an employee other than a casual ceases to be employed for a reason other than discharge and is re-employed, his/her completed years of prior employment shall be considered continuous service under Article 26.01.

Article 27
Sick Leave With Pay

Credits

- 27.01 An employee shall earn sick leave credits at the rate of one and one-quarter ($1\frac{1}{4}$) days for each calendar month for which he/she receives pay for at least ten (10) days.
- 27.02 Sick leave will be taken in hours, on the basis of the employee's regularly scheduled hours of work for the day the leave is taken. An employee's entitlement to sick leave will be converted from days to hours by multiplying by $7\frac{1}{2}$.
- 27.03 Subject to paragraphs Article 1(a) and Article 1(b) 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/her absence on account of illness is less than one-half ($1/2$) day and the employee has been on duty for at least two (2) hours;
 - (b) Where the period of absence on account of illness is at least one-half ($1/2$) day but less than a full day, one-half ($1/2$) day only shall be charged as sick leave.
- 27.04 Unless otherwise informed by the Employer an employee must sign a leave form stating that because of his/her illness or injury he/she was unable to perform his/her duties:
- (a) if the period of leave requested does not exceed three (3) working days, and
 - (b) if in the current fiscal year, the employee has not been granted more than nine (9) days sick leave wholly on the basis of leave forms signed by him/her.
- 27.05 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 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/her.

- 27.06 Where leave of absence without pay is authorized for any reason and the employee returns to work upon expiration of such leave of absence, he/she shall earn sick leave credits for each month in which he/she receives pay for at least ten (10) days and shall retain any unused sick leave existing at the time of commencement of leave without pay.
- 27.07 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 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 before authorized unearned sick leave has been liquidated, no recovery shall be made from the employee's estate.
- 27.08 An employee is not eligible for sick leave with pay for any period during which he/she is on leave of absence without pay or under suspension.
- 27.09 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/her sick leave credits for the period of concurrency.

Payout of Sick Leave Credits

- 27.10 Upon his/her termination of employment, other than termination of employment due to discharge, an employee shall receive a payout in cash for the total of his/her accumulated sick leave credits at the rate of thirty-three and one-third percent (33 1/3%) of his/her daily rate of pay. This provision is effective date of ratification of this first Agreement. Sick leave credits earned prior to the date of ratification do not qualify for a payout, but will be used prior to sick leave credits earned after date of ratification.

Transportation to a Medical Centre

- 27.11 Where an employee or an employee's dependant is required to travel from his/her place of residence in Nunavut to secure medical treatment, traveling expenses incurred will be reimbursed subject to the following provisions:
- (a) payment shall not exceed the cost of return transportation to the nearest place where adequate treatment is available, accommodation and meal costs, in accordance with Article 27.12.
 - (b) Where, due to inclement weather conditions, or to circumstances completely beyond an employee's control, his/her travel to the centre where treatment is to be provided is interrupted, the en route accommodation and meals will be reimbursed in accordance with Article [27.12.](#)

- (c) Payment shall not be made unless the claim is supported by a certificate from a qualified medical practitioner stating that the treatment, including dental, was non-elective and required for the health of the patient and could not be provided by the facilities or services available at the community in which the employee is resident.
- 27.12 The following expenses, supported by an expense claim with receipts, will be reimbursed:
- (a) taxi fare for required travel;
 - (b) the most economical airfare, or mileage in accordance with Article Article 1(b)(ii);
 - (c) up to twenty-five (25) days hotel accommodation, meals and incidentals in accordance with Article 54.08 and 54.09;
 - (d) up to a maximum of fifty dollars (\$50.00) per day for accommodation, meals and local transportation expenses for any periods beyond twenty-five (25) days.
- 27.13 (a) Where a qualified medical practitioner certifies that it is necessary for an employee or his/her dependent to be accompanied by some other person, the Employer shall approve the reimbursement of expenses for this person as set out in Article 27.12.
- (b) When someone other than a medical attendant or person designated by Health and Social Services accompanies the employee or his/her dependant, where applicable, he/she shall be the spouse, the parent or another person designated by the employee.
- 27.14 In the case of an employee being the escort for a member of his/her immediate family, the employee may be granted leave with pay for non-elective medical evacuation only. Such leave will not be unreasonably denied. Travel time, as defined under Article 27.17, will not be granted for this escort duty.
- 27.15 The employee completes an application for travel assistance under the applicable Group Benefit Plan in Article 52 and a form assigning any payment under the applicable Group Benefit Plan to the Employer to the extent that costs for travel have been paid by the Employer under this Article.
- 27.16 This provision shall apply to an employee's dependants where the employee has declared in a statutory declaration that this benefit is not provided to the employee's dependants by the Employer or by another employer.

Travel Time

- 27.17 Every employee who receives medical travel assistance under this Article and travels to a medical centre may be granted leave of absence with pay for the actual time taken to travel, up to a maximum of three days. Any such travel time will not be charged against sick leave credits.

Article 28 **Injury-on-Duty Leave**

- 28.01 An employee shall be granted injury-on-duty leave with pay for such reasonable period as may be determined by the Employer where it is determined by a Workers' Compensation Board that he/she is unable to perform his/her duties because of:

- (a) personal injury accidentally received in the performance of his/her duties and not caused by the employee's wilful misconduct; or
- (b) sickness resulting from the nature of his/her employment; or
- (c) over-exposure to radioactivity or other hazardous conditions in the course of his/her employment;
- (d) if the employee agrees to pay the Employer any amount received by him/her for loss of wages in settlement of any claim he/she may have in respect of such injury, sickness or exposure, providing however that such amount does not stem from a personal disability policy for which the employee or his/her agent has paid the premium.

Article 29 **Pregnancy Leave**

- 29.01 An employee who becomes pregnant shall be granted seventeen (17) consecutive weeks pregnancy leave without pay commencing at any time during the seventeen (17) week period immediately preceding the expected date of delivery, provided that the employee gives the Employer written notice at least four (4) weeks before the day on which the employee expects to commence her leave. At the employee's request the Employer shall give her, within one week of her request, a clear understandable information package about pregnancy leave requirements and benefits.

- 29.02 The Employer may:

- (a) upon written request from the employee, defer the commencement of pregnancy leave without pay of an employee or terminate it earlier than seventeen (17) weeks after the date of the termination of her pregnancy;

- (b) grant pregnancy leave without pay to an employee to commence earlier than seventeen (17) weeks before the expected termination of her pregnancy;
 - (c) where pregnancy leave without pay is requested, require an employee to submit a medical certificate certifying pregnancy.
- 29.03 Leave granted under this Article shall be counted for the calculation of “continuous employment” and “continuous service”.

Pregnancy-related Reassignment or Leave

- 29.04 Where a pregnant employee produces a statement from her physician that her working conditions may be detrimental to her health or that of her foetus, the Employer shall either change such working conditions or temporarily transfer the employee to another position with equal pay or allow the employee to take leave of absence without pay for the duration of her pregnancy.

Pregnancy Leave allowance

- 29.05 After completion of six (6) months continuous employment, an employee who provides the Employer with proof that she has applied for and is in receipt of unemployment insurance benefits pursuant to Section 22, Employment Insurance Act, shall be paid a pregnancy leave allowance.
- 29.06 A recipient under Article 29.05 shall sign an agreement with the Employer providing:
- (a) that she will return to work and remain in the Employer’s employ for a period of at least six (6) months after her return to work;
 - (b) that she will return to work on the date of the expiry of her pregnancy leave, unless this date is modified with the Employer’s consent.
- 29.07 Should the employee fail to return to work, except by reason of death, disability or lay-off as per the provision of Article 29.06, the employee recognizes that she is indebted to the Employer for the amount received as pregnancy leave allowance. Should the employee not return for the full six months, the employee’s indebtedness shall be reduced on a prorated basis according to the number of months for which she received pay.
- 29.08 No employee shall be laid off, transferred or relocated while on, or within six (6) months of her return, from pregnancy leave without the consent of the employee, the Employer and the Union.

29.09 In respect of the period of pregnancy leave, payments of pregnancy leave allowance will consist of the following:

- (a) For the first two (2) weeks, payments equivalent to 93% of her weekly rate of pay. For up to a maximum of an additional fifteen (15) weeks, payments equivalent to the difference between the unemployment insurance benefits she is eligible to receive and 93% of her weekly rate of pay;
- (b)
 - (i) for a full-time employee the weekly rate of pay referred to in Article 1(a) shall be the weekly rate of pay for her classification and position on the day immediately preceding the commencement of the pregnancy leave.
 - (ii) for a part-time employee the weekly rate of pay referred to in Article 1(a) shall be the prorated weekly rate of pay for her classification and position averaged over the six month period of continuous employment immediately preceding the commencement of the pregnancy leave.
- (c) Employees have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan.
- (d) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments under the plan.
- (e) Where an employee becomes eligible for a pay increment or an economic adjustment with respect to any period in which the employee was in receipt of payments under Article 1(a), the payments shall be adjusted accordingly.

Article 30 **Parental Leave**

30.01 Where an employee has or will have the actual care or custody of his/her newborn child, or an employee commenced proceedings to adopt a child or obtains an order for the adoption of a child, he/she shall be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks. This leave without pay shall be taken during the fifty-two (52) week period immediately following the day the child was born or, in the case of adoption, within the fifty-two (52) week period from the date the child comes into the employee's care and custody.

30.02 An employee who intends to request parental leave without pay shall make every effort to provide reasonable notice to the Employer. In the case of an adoption, the

employee shall notify the Employer as soon as the application for adoption has been approved by the adoption agency or legal guardianship and custody papers have been completed.

- 30.03 Leave granted under this Article shall be counted for the calculation of “continuous employment” and “continuous service.”

Parental Leave Allowance

- 30.04 After completion of six (6) months continuous employment, an indeterminate employee who has been granted parental leave without pay and who provides the Employer with proof that he/she has applied for and is in receipt of parental benefits pursuant to Section 23, Employment Insurance Act shall be paid a parental leave allowance.
- 30.05 A recipient under Article 30.04 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 the expiry of his/her parental leave without pay unless this date is modified with the Employer’s consent.
- 30.06 Should the employee fail to return to work in accordance with the provisions of Article 30.05, except by reason of the employee’s death, disability or lay-off, the employee recognizes and acknowledges that he/she is indebted to the Employer for the amount of parental leave allowance received. Should the employee not return for the full six (6) month period, the employee’s indebtedness to the Employer shall be reduced on a prorated basis according to the number of months he/she has returned to work.
- 30.07 For the period of parental leave without pay taken by an employee who has not taken pregnancy leave without pay, or who has taken pregnancy leave without pay and has not received a pregnancy leave allowance, parental leave allowance payments shall be equivalent to 93% of the employee’s weekly rate of pay for the first two (2) weeks, and for an additional fifteen (15) weeks, payments equivalent to the difference between the employment insurance benefit the employee is eligible to receive and 93% of the employee’s weekly rate of pay.
- 30.08 For the period of parental leave without pay taken by an employee who has taken pregnancy leave without pay and received a pregnancy leave allowance, parental leave allowance payments will be equivalent to the difference between the employment insurance benefit she is eligible to receive and 93% of the employee’s weekly rate of pay for a period of seventeen (17) weeks.

- 30.09 For a full-time employee the weekly rate of pay referred to in Articles 30.07 and 30.08 shall be the weekly rate of pay for his/her classification and position on the day immediately preceding the commencement of the parental leave without pay or pregnancy leave without pay, as the case may be.
- 30.10 For a part-time employee the weekly rate of pay referred to in Articles 30.07 and 30.08 shall be the prorated weekly rate of pay for his/her classification and position on the day immediately preceding the commencement of the parental leave without pay or pregnancy leave without pay, as the case may be, averaged over the six month period of continuous employment immediately preceding the commencement of the parental or pregnancy leave without pay.
- 30.11 Employees have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan.
- 30.12 Parental leave without pay utilized by an employee couple, both of whom are employed by the Employer, in conjunction with pregnancy leave shall not exceed a total of fifty-two (52) weeks.
- 30.13 Parental leave without pay 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 without pay combined shall not exceed a total of fifty-two (52) weeks.
- 30.14 When parental leave is taken by an employee couple, both of whom are employed by the Employer, parental leave allowance payments shall not exceed a total of seventeen (17) weeks for both employees combined, and parental leave without pay taken by an employee couple shall not exceed a total of fifty-two (52) weeks for both employees combined.

Article 31

Special Leave

Accumulation of Special Leave Credits

- 31.01 An employee shall earn special leave credits up to a maximum of thirty (30) days at the rate of three-fifths (3/5) day for each calendar month in which he/she receives pay for at least ten (10) days. As credits are used, they may continue to be earned up to the maximum.

Bereavement

- 31.02 For the purpose of bereavement in this section, immediate family is defined as an employee's father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, spouse, common-law spouse, child, stepchild, foster child, father-in-law, mother-in-law, grandparent, grandchild, and any relative

permanently residing in the employee's household or with whom the employee presently resides, and any person after whom the employee is named, either formally or by custom.

- 31.03 When a member of the employee's immediate family dies, an employee shall be entitled to five (5) consecutive working days of special leave with pay. In addition, the employee shall be granted up to three (3) days leave with pay for the purpose of travel related to the death.
- 31.04 An employee shall be entitled to two (2) days of special leave with pay for the purpose related to the death of his/her son-in-law, daughter-in-law, brother-in-law or sister-in-law.
- 31.05 If, during a period of sick leave, vacation leave or compensatory leave, an employee is bereaved in circumstances under which he/she would have been eligible for special leave with pay under Articles 31.03 or 31.04, the employee shall be granted special leave with pay and his/her paid leave credits shall be restored to the extent of any concurrent special leave with pay granted.
- 31.06 It is recognized by the parties that the circumstances which call for special leave in respect of bereavement are based on individual circumstances. On request, the Employer may, after considering the particular circumstances involved, grant special leave with pay for a period greater than and/or in a manner different than that provided for in Articles 31.03 and 31.04.

Marriage/Spousal Union

- 31.07 An employee shall be granted five (5) days special leave with pay for the purpose of getting married or declaring spousal union.

Divorce

- 31.08 The Employer shall grant up to five (5) days special leave with pay as needed when an employee is to be divorced. Such leave may be split into separate parts to accommodate divorce proceedings.

Family-related Responsibilities

- 31.09 For the purpose of Article 31.10, family is defined as an employee's spouse, common-law spouse, child, stepchild, foster child, father, mother (including stepfather, stepmother, or foster parent), or any relative permanently residing in the employee's household or with whom the employee permanently resides.
- 31.10 The Employer shall grant special leave with pay under the following circumstances:

- (a) up to one (1) day to take a family member for medical or dental appointments, or for appointments with school authorities or adoption agencies, if the supervisor was notified of the appointment as far in advance as possible;
- (b) up to two (2) days to provide for the immediate and temporary care of a sick member of the employee's family and to provide an employee with time to make alternate care arrangements where the illness is of a longer duration;
- (c) up to two (2) days to provide for the immediate and temporary care of an elderly member of the employee's family;
- (d) two (2) days leave with pay for needs directly related to the birth or to the adoption of the employee's child, which may be divided into two (2) periods and granted on separate days. Up to two (2) days travel where a birthing centre does not exist in the community.

Quarantine

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

Casual Leave

- 31.12 Employees shall be granted casual leave with pay for the following purposes: Medical, Dental, Legal and School Appointments

- (a) Whenever it is necessary for an employee to attend medical, dental, legal or school appointments, or
- (b) Employees shall be granted casual leave with pay to a maximum of one (1) day per occurrence where the employee's physician requires him/her to attend regular or recurring medical treatments and checkups. In the event that this leave is required for more than two (2) days per calendar year any additional time off taken for this purpose shall be deducted from sick leave credits providing the employee receives written confirmation of the time taken for casual leave of this nature.

Other Casual Leave

- (c) The Employer may grant an employee casual leave for other purposes of a special or unusual nature, or to attend the funeral of a co-worker.

Article 32

Other Types of Leave

Leave without Pay for Personal Needs

- 32.01 Leave without pay will be granted for personal needs in the following manner:
- (a) subject to operational requirements, leave without pay for a period of up to three (3) months will be granted to an employee for personal needs;
 - (b) subject to operational requirements, leave without pay for more than three (3) months but not exceeding one (1) year will be granted to an employee for personal needs;
 - (c) Such leave without pay may not be used in combination with pregnancy or parental leave without the consent of the Employer.
- 32.02 Leave without pay granted under Article 32.01 shall be deducted from the calculation of “continuous employment” for the purpose of calculating severance pay and annual leave for the employee involved, except where the period of such leave is less than three (3) months. Time spent on such leave which is for a period of more than three (3) months shall not be counted for pay increment purposes.
- 32.03 During any period of leave longer than four (4) weeks granted under this Article, the employee shall pay the full premium (100%) of the benefit plans specified in Article 52 – Group Benefit Plans and Pension Plan. If the employee so chooses, he/she may pay the Employer and employee portions of the PSAC Pension Plan contributions in order to continue pensionable service during such periods of leave.

Court Leave

- 32.04 An employee, other than an employee on leave of absence without pay or under suspension, will be granted leave with pay:
- (a) to serve on a jury and the jury selection process; or
 - (b) to answer a subpoena or summons to attend as a witness in any proceeding authorized by law to compel the attendance of witnesses.

Volunteer/Social Justice/Cultural Leave

- 32.05 (a) Subject to operational requirements and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, two (2) days of leave with pay to work as a volunteer for a charitable or community organization or activity.

(b) Leave under Article 32.05 (a) will be scheduled at times convenient both to the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leave at such times as the employee may request.

Civic Leave

32.07 An employee may be entitled to up to five (5) days civic leave with pay each year to serve as members of community councils, public boards and committees, not-for-profit and charitable boards, and to actively participate in sporting events at the regional, Territorial, interprovincial, national and international levels (this includes the Arctic Winter Games), and Search and Rescue activities.

Examination Leave with Pay

32.08 Examination leave with pay may be granted to an employee where an employee takes an examination which will improve his/her position or qualification as an employee, upon the approval of the Employer.

Leave without Pay for Relocation of Spouse

32.09 The Employer shall grant leave without pay for a period of one (1) year, at the request in writing of an indeterminate employee whose spouse's position is permanently relocated or who accepts an appointment to another position outside the employee's community. If the employee does not obtain another position within the one (1) year period or does not return to his/her position at the end of the one (1) year period, the employee shall cease to be an employee at the end of approved period of leave without pay.

32.10 Leave without pay granted under Article 32.09 shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and annual leave for the employee involved, except where the period of such leave is less than three (3) months. Time spent on such leave which is for a period of more than three (3) months shall not be counted for pay increment purposes.

32.11 During leave without pay under Article 32.09, the employee may elect pay the full premium (100%) of the benefit plans specified in Article 52 – Group Benefit Plans and Pension Plan. If the employee so chooses, he/she may pay the Employer and employee portions of the PSAC Pension Plan contributions in order to continue pensionable service during such period of leave.

Sabbatical Leave

32.12 The parties hereby agree that the Employer shall grant sabbatical leave without pay for a period of up to one (1) year to each employee who has completed five (5) years of continuous employment within the Bargaining Unit. Furthermore, the Employer shall grant further periods of leave without pay of up to one (1) year

after an employee has completed each additional five (5) years of continuous employment within the Bargaining Unit.

32.13 The terms and conditions governing this leave are:

- (a) The Employer shall not be required to grant such leave during the same period of time to more than two (2) employees covered by this Agreement. If more than two (2) employees submit a request for such leave which covers all or part of the same period of time, seniority shall be the determining factor in the granting of such leave.
- (b) Requests for such leave shall be submitted in writing no later than four (4) months prior to the date of commencement of such leave. Such requests shall include the date of commencement and the date of termination of such leave.
- (c) Leave granted under this Article which is for a period of more than three (3) months shall be deducted from the calculation of “continuous employment” for the purpose of calculating severance pay and vacation leave for the employee involved. Time spent on such leave shall not be counted for pay increment purposes.
- (d) During any period of leave granted under this Article, the employee shall pay the full premium (100%) of the benefit plans specified in Article 52 – Group Benefit Plans and Pension Plan. If the employee so chooses, he/she may pay the Employer and employee portions of the PSAC Pension Plan contributions in order to continue pensionable service during such periods of leave.
- (e) An employee who is granted leave under this Article shall have the right to return to his/her former position upon the termination of such leave.
- (f) This leave shall not be used in conjunction with any other leave without pay, except leave under Article 35 – Deferred Salary Leave Plan.

Leave with or without Pay for Other Reasons

32.14 Notwithstanding any provision for leave in this Agreement, the Employer may grant:

- (a) leave with or without pay when circumstances not directly attributable to the employee prevent his/her reporting for duty, such as serious household or domestic emergencies, extreme weather conditions, serious community emergencies, transportation tie-ups; such leave shall not be unreasonably denied;

- (b) leave with or without pay for purposes other than those specified in this Agreement;
- (c) leave with or without pay in emergency or unusual circumstances.

Article 33

Education and Training

- 33.01 The Employer recognizes the usefulness of education leave. Upon written application by the employee and with the approval of the Employer, an employee may be granted education leave without pay for varying periods of up to one (1) year, which may be renewed by mutual agreement, to attend a recognized institution for studies in some field of education in which preparation is needed to fill the employee's present role more adequately or to undertake studies in some field in order to provide a service which the Employer requires or is planning to provide. The employer shall endeavor to reply to an employee's request as soon as possible, however no later than 60 days.
- 33.02 At the Employer's discretion, an employee on education leave without pay under this Article may receive an allowance in lieu of salary of up to one hundred per cent (100%) of the employee's annual rate of pay, depending on the degree to which the education leave is deemed, by the Employer, to be relevant to organizational requirements. Where the employee receives a grant, bursary or scholarship, the education leave allowance may be reduced. In such cases, the amount of the reduction shall not exceed the amount of the grant, bursary or scholarship.
- 33.03 Allowances already being received by the employee may at the discretion of the Employer be continued during the period of the education leave. The employee shall be notified when the leave is approved whether such allowances are to be continued in whole or in part.
- 33.04 As a condition of the granting of education leave without pay, an employee shall, if required, give a written undertaking prior to the commencement of the leave to return to the service of the Employer for a period of not less than the period of the leave granted.
- 33.05 If the employee:
- (a) fails to complete the course;
 - (b) does not resume employment with the Employer on completion of the course; or
 - (c) ceases to be employed, except by reason of death or lay-off, before termination of the period he/she has undertaken to serve after completion

of the course, the employee shall repay the Employer all allowances paid to him/her under this Article during the education leave or such lesser sum as shall be determined by the Employer.

33.06 An employee who undertakes a training course outside the employee's normal hours of work may, at the discretion of the Employer, be reimbursed in whole or in part for the direct expenses of instruction, that is, the expenses which must be paid to complete the training, and which are not primarily of a personal character. Such reimbursement shall not be unreasonably withheld. The level of reimbursement will be communicated at that time.

33.07 To be eligible to receive reimbursement, the employee must fulfill two conditions:

- (a) obtain the Employer's approval for the proposed training before it commences;
- (b) satisfactorily complete the training, including the passing of any final examination related to the course, or if there is no final examination, establish an excellent record of attendance. Full reimbursement of the direct expenses of instruction will be made in some circumstances, 50% in others, and in some circumstances no reimbursement. In making its decision, the Employer will consider the immediacy and the degree to which additional training can be applied to the work. Full reimbursement of the direct expenses of instruction may be approved in situations in which a specific training need in relation to the present work of an employee has been identified. Reimbursement of 50% of the direct expenses of instruction is applicable in other cases where need is less specific, or is based more on opinion than rigorous analysis. This would include situations in which the need cannot be determined precisely, where there is no immediate link between completion of training and assignment of new work to the trainee, or where training anticipates long-term general needs of the NEU. Reimbursement will not be approved for training which does not, as a minimum, relate directly to the general need of the NEU and to the reasonable career aspirations of employees. Generally, for any credit bearing course, 50% of tuition and the total cost of books will be advanced with the remainder being paid upon proof of successful completion of the course.

Article 34 **Professional Development Leave**

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

- (a) a course given by the Employer;
 - (b) a course offered by a recognized academic institution;
 - (c) a seminar, symposium, convention, workshop or study session in a specialized field directly related to the employee's work;
 - (d) advanced courses of the PSAC;
 - (e) PSAC Conferences;
 - (f) Pre-retirement training: At the request of an employee leave with pay once in an employee's career shall be granted to attend:
 - (i) A retirement seminar sponsored by the PSAC; or
 - (ii) A retirement seminar sponsored by an agency other than the PSAC; or
 - (iii) A financial planning session up to a maximum of five hundred dollars (\$500.00) shall be paid by the Employer. Such registration shall not be used in conjunction with other similar pre-retirement programs that may be reimbursed by the Employer
- 34.02 Upon written application by the employee, and with the approval of the Employer, professional development leave with pay may be given for any one of the activities described in Article 34.01.
- 34.03 The employee shall receive no compensation under Article 19 – Overtime during time spent on professional development leave under this Article, except where the Employer requires the employee to attend such activities described in Article 34.01.
- 34.04 Employees on professional development leave shall be entitled to the provisions of Article 54 – Duty Travel.

Article 35

Deferred Salary Leave Plan

- 35.01 An indeterminate employee with at least two (2) years of continuous service may participate in a plan which provides for up to one (1) year of self-funded leave as provided in the Deferred Salary Leave Plan Regulations in Appendix A of this Agreement. The Employer shall not be required to grant such leave during the same period of time to more than one (1) employee of the Bargaining Unit. If more than one (1) employee of the Bargaining Unit submits a

request for such leave which covers all or part of the same period of time, seniority shall be the determining factor in granting of such leave.

Article 36 **Job Descriptions**

- 36.01 When an employee is first hired or when an employee is reassigned to another position in the Bargaining Unit or upon written request the Employer shall, before the employee is assigned to that position, provide the employee with a current, accurate and written Job Description of the position to which he/she is assigned.

Article 37 **Classification**

- 37.01 If a new or revised classification is established which is not covered by the schedule of wages then in effect, the rate of such new or revised classification shall be opened for negotiation between the Employer and the Union within thirty (30) days. The Employer may place into effect a temporary rate of pay pending negotiations of the rate to be established, and once the rate is established, it shall be made retroactive.
- 37.02 In the event the Union and the Employer are unable to agree on the appropriate rate for the new or revised classification, the dispute shall be referred to arbitration within thirty (30) days to determine what classification and rate is appropriate to the work to be performed. Failure to agree or the referral to arbitration shall not preclude or delay the Employer from implementing the new classification.

Article 38 **Staffing**

- 38.01 Every vacancy for positions expected to be of more than four (4) months' duration shall be subject to a personnel selection process of internal job competition. Job advertisements for such vacancies shall be posted for five (5) full working days on all Union bulletin boards. An employee who wishes to apply on a competition so posted shall do so on or before the advertised closing date. An applicant's skills, knowledge and experience shall be considered objectively by the Employer with a view to determining the potential of the applicant to perform the job effectively and where applicants are considered reasonably equal in this respect, seniority shall govern.
- 38.02 Where a vacancy has not been filled upon completion the internal job competition, the personnel selection process may proceed to an open job competition.

- 38.03 Subject to operational requirements, job vacancies, including promotions, transfers, and new positions, shall be awarded within thirty (30) days of the advertised closing date to the successful applicant.

Personnel Selection Leave

- 38.04 Where an employee participates in a personnel selection process for a position with the Employer, the employee is entitled to leave with pay for the period during which the employee's presence is required for purposes of the selection process, and for such further period as the Employer considers reasonable for the employee to travel to and from the place where his/her presence is so required.

Article 39

Employee Performance Review and Employee Files

Employee Performance Review

- 39.01 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/her performance appraisal.
- 39.02 The Employer's representative who assesses an employee's performance must have observed the employee's performance for at least one-half (½) of the period for which the employee's performance is evaluated.
- 39.03 In the event that an Employer's representative has not observed the employee's performance for one-half (½) of the period, an Employer's representative in the best position to make the evaluation shall do so.
- 39.04 The formal review of an employee's performance shall also incorporate an opportunity for the employee to state his/her career development goals and every effort shall be made to develop the career potential of the employee through in-service training, retraining, or any other facets of career development which may be available.

Employee Files

- 39.05 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 one (1) year has elapsed since the disciplinary action was taken provided that no further disciplinary action of a similar nature has been recorded during this period.
- 39.06 Upon written request of an employee, the employment files of the employee shall be made available for the employee's examination within a reasonable period of

time. Where a request is made by an employee living outside of Iqaluit, a copy of the documentation requested shall be sent by registered mail. The employee shall be permitted to make copies of any documentation on his/her file.

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

Article 40 **Employment Security**

- 40.01 It is the policy of the Nunavut Employees Union, as a component of the Public Service Alliance of Canada, that staff will have employment security.

No Reduction in Hours, No Transfer

- 40.02 Full-time employees shall not be subject to a reduction in hours of the normal work week for the duration of this Agreement unless agreed to by the parties.
- 40.03 No employee having more than three(3) years of continuous employment shall be required to transfer from one community to another.

Layoff

- 40.04 The parties recognize that employment security shall increase in proportion to an employee's continuous employment. Subject to a lack of work or a lack of funding for a position, the employer may with four (4) months notice, or pay in lieu, lay an employee off. In the event that a layoff is necessary employees shall be laid off in reverse order of their seniority, and recalled according to their seniority.
- 40.05 Before an employee is laid off by the Employer and he/she ceases to be an employee, following provisions apply:
- (a) in the event of a vacancy for which he/she is qualified the employee shall be offered the position at no cost to the employee;
 - (b) the Employer shall make every reasonable effort to retrain an employee who would otherwise be laid off. Such retraining will commence as soon as possible. This retraining will be provided only in instances where there is a vacant position available with the Employer;
 - (c) during the four (4) month period of notice, the employee shall be granted reasonable leave with pay for the purpose of seeking new employment.
- 40.06 An employee ceases to be on layoff if:

- (a) he/she is not recalled to a position within twelve (12) months from the date of layoff;
- (b) he/she is appointed to a position with the Employer;
- (c) he/she declines a recall with the same or higher rate of pay.

Resignation

- 40.07 An employee once per calendar year may, within three (3) working days of resigning (not including the day of resignation) withdraw the resignation. The Employer shall not process a resignation until this period has elapsed.

No Contracting Out

- 40.08 There shall be no contracting out of any Bargaining Unit work by the Employer if such would result in the layoff, a continuance of a layoff, or a reduction in the hours of work of an employee.

Article 41

Seniority

- 41.01 Seniority is defined as the total length of service acquired by an employee from his/her date of employment.

- 41.02 Seniority shall continue to accumulate when an employee is absent from work:

- (a) resulting from an occupational injury or illness covered by the Workers' Compensation Board for a period of not more than twelve (12) months;
- (b) during a continuous absence from work of not more than twelve (12) months resulting from an injury or illness not covered by the Workers' Compensation Board;
- (c) during any leave without pay, provided that if the leave without pay is for a period of time greater than thirty (30) days, the seniority will cease to accumulate after thirty (30) days, excluding Pregnancy Leave and Parental Leave;
- (d) during leave of absence for Union business.

- 41.03 Seniority shall be lost when an employee:

- (a) voluntarily quits his/her employment with the Employer;
- (b) is discharged for just cause.

- 41.04 The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. The seniority list shall be kept current and a copy of which shall be posted on the Union bulletin board, and shall be sent to the Union annually.

Article 42
Technological Change

- 42.01 Both parties recognize the overall advantages of technological change and will, therefore, encourage and promote technological change in the Employer's operation. Where technological change is to be implemented, the Employer will seek ways and means to minimize adverse effects on employees which might result from such changes.
- 42.02 The Employer agrees to provide not less than one hundred and eighty (180) days written notice to the Union of the introduction or implementation of technological change when it will result in changes in the employment status or working conditions of employees.
- 42.03 The written notice provided for in Article 42.02 shall provide the following information:
- (a) the nature and degree of technological change;
 - (b) the date on which the Employer proposes to effect the technological change;
 - (c) the location involved;
 - (d) the number and types of employees likely to be affected by the technological change;
 - (e) the effect the technological change is likely to have on the terms and conditions of employment of the employees affected.
- 42.04 As soon as reasonably practical after notice is given under Article 42.02, the Employer shall consult meaningfully with the Union concerning the rationale for the change and the topics referred to in Article 42.03 on each employee, including training.
- 42.05 No employee shall be laid-off or experience a reduction in hours of work as a result of technological change.
- 42.06 When, as a result of technological change, an employee requires new skills or knowledge in order to perform the duties of the employee's substantive position, the Employer will make every reasonable effort to provide the necessary training

during the employee's working hours without loss of pay and at no cost to the employee.

Article 43

Health and Safety

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

Safety Act and Regulations

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

First Aid

- 43.03 The Employer will offer Safety First Aid courses to all employees, including refresher courses required to maintain a valid certificate, at the Employer's expense when such courses take place in the employee's community. An employee taking first aid training shall be granted leave with pay for the duration of the course.

- 43.04 The Employer will provide and maintain in good condition a first aid kit in every workplace.

Transportation of Injured Workers

- 43.05 The Employer shall provide, at no expense to the employee, appropriate transportation to the nearest medical practitioner or medical facility, and from there to his/her home or place of work depending on the decision of the attending medical practitioner, when such services are immediately required by an employee as a result of injury or serious ailment occurring in the workplace. If the employee receives compensation from any source for transportation costs arising under this provision, the Employer may recover that amount from the employee.

Video Display Terminals

- 43.06 Employees who work directly with video display terminals shall have a ten (10) minute break away from the video display terminals after each hour of continuous operation.

Safety and Health Representative

- 43.07 (a) A Safety and Health Representative:

- (i) shall receive, consider and expeditiously dispose of complaints relating to safety and health;
 - (ii) shall participate in all inquiries and investigations pertaining to safety and health including consultations necessary with persons who are professionally or technically qualified to advise on such matters;
 - (iii) shall monitor on a regular basis programs, measures and procedures related to safety and health;
 - (iv) shall ensure that adequate records are kept on work accidents, injuries and health hazards;
 - (v) may request from the Employer information the Safety and Health Representative considers necessary to identify existing or potential hazards in the workplace; and
 - (vi) shall have full access to reports in the possession of the Employer relating to safety and health, but shall have access to the medical records of any person only with the consent of that person.
- (b) Employees are entitled to paid time from work to carry out functions as Safety and Health Representative. Where meetings with the Employer are urgently required as a result of an emergency, or other special circumstances outside the employee's normal working hours, such time shall be compensated by equivalent time off at the employee's straight time rate.
- (c) No Safety and Health Representative is personally liable for any act or omission done in good faith under the authority of this Article.
- (d) The Employer shall post and keep posted, in a conspicuous place or places where it is likely to come to the attention of employees, the name and work location of the Safety and Health Representative.
- 43.08 Employees shall, as soon as practical, report all personal injuries and/or accidents, which occur on the job, to their immediate supervisor. As deemed necessary, such accidents shall be jointly investigated by one member from management and the Safety and Health Representative or another employee as designated by the Union.

Recreation Allowance

- 43.09 (a) The parties agree that there is a need to participate in some recreational activity to alleviate stress associated with the work functions. To this end

the employer agrees to reimburse all employees up to 650.00 per year paid on the first pay in January effective January 1, 2007.

- (b) The recreational allowance will be pro-rated at 1/12 of the annual amount for each month for which an employee receives pay for at least seventy five (75) hours.
- (c) Term employees will be required to submit a claim for reimbursement on or after January 1st in any year. If the term employee ceases to be an employee prior to January 1st, the term employee may claim 1/12 of the allowance for each month for which an employee receives pay for at least seventy five (75) hours.

43.10 The Employer shall not require an employee to report to work or remain at work when the Government of Nunavut has ordered government offices closed due to adverse weather conditions in the same geographical locations.

Article 44 **Quality of Workplace Life**

Smoke-free Workplace

- 44.01 The Employer shall maintain all workplaces under its direction as smoke-free workplaces.
- 44.02 The Employer agrees to provide every employee with equipment, software and materials sufficient to complete his/her duties in an efficient and effective manner.

Information

- 44.03 The Employer shall ensure that all employees are kept apprised of changes in staff, staff travels and periods of significant leave, significant operational objectives of the Employer, and any issue that may arise which affects a healthy, collaborative workplace environment.

Article 45 **Civil Liability**

- 45.01 If an action or proceeding is brought against any employee or former employee covered by this Agreement for an alleged tort committed by him/her in the performance of his/her duties, or for a complaint under the Canada Labour Code, then:
 - (a) The employee, upon being served with any legal process, or upon receipt of any action or proceeding as referred hereinbefore, being commenced

against him/her shall advise the Employer of any such notification or legal process;

- (b) The Employer shall pay any damages or costs awarded against any such employee in any such action or proceedings and all legal fees; and/or
- (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 if such settlement is approved by the Employer before the same is finalized; provided the disregard or neglect of his/her duty as an employee;
- (d) Upon the employee notifying the Employer in accordance with paragraph (a) above, the Employer and the employee shall forthwith meet and appoint counsel that is mutually agreeable to both parties. Should the parties be unable to agree on counsel that is satisfactory to both, then the Employer shall unilaterally appoint counsel. The Employer accepts full responsibility for the conduct of the action and the employee agrees to co-operate fully with appointed counsel.

Article 46 **Community Allowance**

46.01 Effective date of ratification, each employee shall receive a Community Allowance of Seven Thousand Seven Hundred and Thirty One dollars and Forty-nine cents (\$7731.49) per year.

(a) Effective January 1, 2013 \$7,963.43 per year

(b) Effective January 1, 2014 \$8,202.33 per year

46.02 Community Allowance shall be paid biweekly.

46.03 A part-time employee shall receive the Community Allowance on a pro rated basis.

Article 47 **Housing Allowance**

47.01 Effective date of ratification, each employee shall receive a Housing Allowance of Seven Thousand Twelve dollars and Sixty-nine Cents (\$7012.69) per year (\$584.39/month).

(a) Effective January 1, 2013 \$7,223.07 per year (\$601.92/month)

(b) Effective January 1, 2014 \$7,439.76 per year (\$619.98/month)

Employees who pay Market Value Rent or own their own home will increase an additional (\$924.75) per year (\$77.06/month).

(a) Effective January 1, 2013 \$952.49 per year (\$79.37 per month)

(b) Effective January 1, 2014 \$981.06 per year (\$81.75 per month)

47.02 Housing Allowance shall be paid biweekly.

47.03 A part-time employee shall receive the Housing Allowance on a pro rated basis.

Article 48 **Utility Allowance**

48.01 Effective date of ratification, each employee who resides in private or staff housing shall receive an Utility Allowance of Three Thousand Six Hundred Ninety-nine dollars (\$3,699) per year (\$308.25/month).

(a) Effective January 1, 2013 \$3,809.97 per year (\$317.50 per month)

(b) Effective January 1, 2014 \$3,924.27 per year (\$327.02 per month)

48.02 Utility Allowance shall be paid biweekly.

48.03 A part-time employee shall receive the Utility Allowance on a pro rated basis.

Article 49 **Vacation Travel Assistance**

49.01 An employee who has completed six (6) months of continuous employment is entitled to Vacation Travel Assistance once each fiscal year for himself/herself and for his/her dependents to a maximum of three dependents, above two (2) years of age, as determined by the employee.

49.02 On January 15 of each year, the employer shall establish from the available return economy non-restricted fares between the employee's community and his or her point of departure, an air travel rate and pay 100% within sixty (60) days to each eligible staff. The points of departure are:

(a) for employees in Iqaluit the point of departure is Ottawa;

(b) for employees in Cambridge Bay the point of departure is Edmonton;

(c) for employees in Rankin Inlet the point of departure is Winnipeg.

49.03 Vacation Travel Assistance must be paid in the year in which it is earned.

Article 50
Suitcase Issue

- 50.01 The Employer agrees to reimburse each employee on a one-time basis, who is required to travel frequently, a maximum of three hundred dollars (\$300) for the purchase of a suitcase or garment bag upon the presentation of receipts.
- 50.02 When the suitcase or garment bag is worn, badly damaged, or in any case every five (5) years, a replacement suitcase or garment bag shall be purchased under the provisions of Article 50.01.
- 50.03 Any compensation received from an airline with respect to a damage claim made for an item reimbursed under Article 50.01 shall be remitted to the Employer.

Article 51
Bilingual Bonus

- 51.01 Where an employee is required by the Employer in the day-to-day operations of a position to speak a second language there shall be paid a bilingual bonus of One Thousand Five Hundred (\$1,500.00) per annum upon demonstrated proficiency.

Such proficiency will be based upon reading, writing and speaking at a “B” level. Some positions may be required to be proficient at a “C” level. Employees hired before April 1, 2006 and who currently receive the bilingual bonus will be deemed to be proficient for the purposes of article 51.01.

- 51.02 Bilingual bonus shall be paid to employees entitled under Article 51.01, as an hourly allowance paid on regular hours worked, designated paid holidays and during periods of leave with pay.

Article 52
Group Benefit Plans and Pension Plan

PSAC Group Benefit Plans

- 52.01 The Employer shall pay one hundred percent (100%) of the premium of the PSAC Extended Health Care benefit plan. Employees must use pharmacies, which will accept direct payment from the insurer.
- 52.02 The Employer shall pay one hundred percent (100%) of the premium of the PSAC Dental Plan which will pay procedures in accordance with the Provincial Dental Association fee guide.
- 52.03 The Employer shall pay one hundred percent (100%) of the premium of the PSAC Long Term Disability Plan.

- 52.04 The Employer shall pay one hundred percent (100%) of the premium for a PSAC vision care benefit plan.
- 52.05 The Employer shall pay one hundred percent (100%) of the premium of a PSAC life insurance plan equal to two (2) times the employee's annual salary to the higher thousand.
- 52.06 The Employer shall offer the PSAC Employee Assistance Program.

PSAC Pension Plan

- 52.07 The terms and conditions of the PSAC Pension Plan shall apply to employees covered by this Agreement.

Application

- 52.08 If the premiums paid by the Employer for any employee benefits are reduced as a result of any legislative change or other action, the amount of the saving shall be used to increase other benefits available to the employees as may be mutually agreed between the parties providing such change affects a majority of the employees.
- 52.09 The Union shall be consulted on any proposed amendments or changes with respect to welfare plans and benefits.
- 52.10 For the purpose of this Article, excepting Article 52.07 (PSAC Pension Plan), for each calendar month for which an employee receives pay for at least ten (10) days, the Employer shall pay his/her portion of the premium for the benefit plans as specified in this Article.
- 52.11 All employees in the Bargaining Unit are entitled to the benefit plans specified in this Article from the date they become eligible, except that Article 52.07 (Pension Plan) shall apply to term employees after completion of six (6) months of continuous employment.

Article 53 **Severance Pay**

Layoff

- 53.01 An employee who has one (1) year or more of continuous employment and who is laid off is entitled to be paid Severance Pay at time of layoff.
- 53.02 The laid off employee shall receive Severance Pay in the amount of two (2) weeks pay for the first complete year of continuous employment, two (2) weeks pay for

the second complete year of continuous employment, and one (1) weeks pay for each subsequent complete year of continuous employment.

- 53.03 In the case of an employee who is laid off for a second or subsequent time, the amount of Severance Pay shall be two (2) weeks pay for the first complete year of continuous employment, one (1) weeks pay for the second complete year of continuous employment, and one (1) weeks pay for each subsequent complete year of continuous employment, less any period in respect of which they received Severance Pay from the Employer for the previous layoff.

Resignation

- 53.04 An employee who resigns after two (2) years of continuous employment shall be entitled to be paid Severance Pay on resignation in accordance with the following formula:

- (1) number of years of service X weekly rate of pay on resignation;
- (2) less any period of continuous employment in respect of which Severance Pay was previously granted.

- 53.05 When employment terminates for the reason stated in Article 53.04, 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.

Retirement and Termination for Health Reasons

- 53.06 Articles 53.07 and 53.08 shall apply to an employee:

- (a) who retires from the Employer ; or
- (b) whose employment is terminated because the employee was incapable of performing his/her duties because of chronically poor health, and

- 53.07 When employment terminates for either of the reasons stated in Article 53.06, the employee shall be entitled to be paid Severance Pay in accordance with the following formula:

number of years of service X weekly rate of pay on resignation

less any period of continuous employment in respect of which Severance Pay was previously granted.

- 53.08 When employment terminates for either of the reasons stated in Article 53.06, 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.

Death

- 53.09 If an employee dies, there shall be paid to his/her estate an amount equal to the product obtained by multiplying his/her weekly rate of pay immediately prior to his/her death by the number of years of continuous service regardless of any other benefit payable.

Article 54 **Duty Travel**

Pay for Travel on Behalf of the Employer

- 54.01 Where an employee is required and authorized to travel on behalf of the Employer he/she shall be paid:

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

- 54.02 For the purpose of this Article, hours travelled includes a one (1) hour check-in period at airports, bus depots, or train stations for northern locations and two (2) hours for southern locations as well as a one (1) hour check-out period at each overnight stopover and at the final destination. Hours travelled also include time spent waiting for connecting flights, trains or buses, but is exclusive of overnight stopovers.

- 54.03 The Employer will make every reasonable effort to restrict travel outside of the employee's community that requires absence from home beyond a period which includes two (2) weekends.

- 54.04 Where an employee is absent from home on a designated paid holiday or day of rest and does not work a full day, he/she shall receive cash payment at time and one-half (1½) his/her rate of pay for all hours not worked up to a full day or be granted the equivalent leave with pay.

Duty Travel Expenses

- 54.05 An employee who is authorized to travel on the Employer's business will be reimbursed for reasonable expenses incurred.

Entitlement

- 54.06 The entitlements set out hereunder are subject to the limitations in this Article. Where the expenses for meals, lodging and other items cannot be kept within the entitlements laid down in this article, the claimant must explain the circumstances of his/her claim and justify actual expenses by receipts.

Transportation

- 54.07 The cost of transportation is authorized as follows:
- (a) economy air travel (employees may be entitled to travel executive class if proof is provided that economy air travel was not available on a required flight);
 - (b) privately-owned car:
 - (i) where the use of a privately-owned car is authorized for the Employer's rather than the employees convenience, an allowance of 48.5 cents per kilometre;
 - (ii) where the use of a privately-owned car is authorized for the employee's rather than the Employer's convenience, an allowance of 22.5 cents per kilometre;
 - (a) first class rail with sleeping car, duplex roomette, or parlour car chair except that coach class should normally be used for short trips;
 - (d) rented or hired cars – where this is the most reasonable or economical means of travel. Employees renting vehicles are to ensure that the rental charge includes an item for cost of insurance coverage for damage to the vehicle and that there is insurance against all liability.

Accommodation

- 54.08 (a) Commercial Accommodation: employees shall be reimbursed for actual costs of authorized accommodation. Where possible employees shall use hotels which provide government or corporate discount rates. When making a reservation the employee must request the discount rate, and where the stay is expected to exceed one week the employee must request any weekly or monthly rates offered if cost-effective. Receipts must accompany commercial accommodation expenses.
- (b) Private Non-commercial Accommodation: where employees make private arrangements for overnight accommodation they may claim \$75.00 for

each night providing the place of accommodation is not owned by the employee or his/her spouse.

Meals and Incidental Expenses

54.09 Expenses claimed under this heading are for the cost of meals consumed and for such incidental expenses as tips to miscellaneous service personnel, etc. A duty travel per diem rate of \$102.40 will be paid. In the event an employee is in travel status for a part day only, the following amounts may be claimed:

- (a) Breakfast \$ 20.90
- (b) Lunch \$ 22.45
- (c) Dinner \$ 57.55
- (d) Incidentals \$ 17.30

(These rates are effective April 1, 2007)

If meals are provided as part of the cost of transportation, they cannot be claimed by the employee.

These rates will be adjusted as the Federal Government rates are changed (April 1st & October 1st of each year).

Note: Where the actual cost of meals and services exceeds the maximum allowance, and where the reason for this excess can be justified and supported by receipts, and where the cost of meals is not included in the accommodate rate, the employee will be reimbursed for the actual expenses incurred. Where receipts cannot be provided reimbursement will be made for the meal allowances outlined above.

Other Expenses

54.10 Employees may be reimbursed for:

- (a) telephone or Internet expenses for business purposes;
- (b) baggage – for storage and excess baggage charges where this is in the performance of duty and a satisfactory explanation is provided;
- (c) taxis – the use of taxis must be explained except where the purpose is self-evident. Taxis should not be authorized for repeated trips between the same place where convenient public transportation is available;

- (d) laundry – after two consecutive days on duty travel, a maximum of \$5.00 per day for each subsequent day supported by receipts in all cases;
- (e) where an employee is required to remain absent from his/her home over a weekend, and has been on continuous travel status for two or more days preceding the weekend, he/she shall be paid a communication allowance of \$8.00 with a yearly maximum of \$300.00;
- (f) payment of casual wages for service personnel where a satisfactory explanation is provided, not to exceed \$50.00 supported by receipts;

Childcare Expenses

- (g) (i) Employees shall be reimbursed a maximum of \$50.00 per day per child upon provision of receipts, if the employee, due to the requirement to travel on behalf of the Employer, incurs child care expenses which exceed those which would have normally been incurred;
- (ii) In addition Employees shall be reimbursed a maximum of twenty dollars (\$20.00) per night per child upon provision of receipts, if the employee, due to the requirements to travel on behalf of the Employer. Such receipts will not be accepted from a relative, family member, spouse or someone having parental rights.
- (h) any other expense that may be authorized by the Employer.

54.11 No item of “Other Expenses”, except communication allowances or taxis not exceeding \$10.00, will be reimbursed unless it is supported by a receipt.

Procedures

- 54.12 (a) The Employer shall authorize duty travel for all employees before the start of a trip. Service Officers are deemed to have standing authorization for duty travel for the performance of their duties.
- (b) At the request of an employee, an advance sufficient to cover reasonable duty travel expenses shall be provided to the employee at least five (5) banking days prior to the commencement of a trip. Where said advance is not provided within this time limit, or is not sufficient to meet the reasonable duty travel expenses, the employee shall not be required to go on duty travel and shall not be disciplined for refusing to do so.
- (c) Where an employee on authorized duty travel is delayed in returning to his/her home due to work, adverse weather, flight cancellations, illness or

any other unforeseen incident, the Employer shall provide the employee with an additional advance sufficient to cover the additional duty travel, when so requested by the employee.

- (d) Upon completion of a trip the employee shall, within ten (10) working days, submit to the Employer in writing, a list of expenses and attach corresponding receipts, if applicable, along with a personal cheque or money order to cover any amount by which the travel advance exceeds the total of the claim.
- (e) Any amount by which the claim exceeds the travel advance shall be reimbursed to the employee within ten (10) banking days.

Article 55

Joint Consultation

55.01 In the interests of working cooperatively to lead to a better performing workplace and more effective organization, a Labour-Management Committee shall be created, consisting of an equal number of representatives from the union and employer. Participation in Committee meetings from non-representatives may be granted by mutual consent.

55.02 Discussions within this Committee may include any matter of mutual concern to the parties and are not restricted to matters within this collective agreement

55.03 The Committee shall meet quarterly or at the request of either party, for the purpose of discussing matters of concern. The Committee shall have the power to make recommendations to the union and to the employer.

55.04 The preparation of meeting agendas, ensuring that minutes are processed, signed by both parties, and distributed and posted as soon as possible for the information of all employees shall be rotated between union and employer.

55.05 Time spent by employees in carrying out the functions of the Committee shall be considered time worked.

55.06 As much as reasonable practicable, meetings of the Committee shall take place at such times that employees shall not be incurring overtime hours while in attendance at the meetings.

Article 56

Ultimate Removal Assistance

56.01 Upon his/her termination of employment, other than termination of employment due to discharge, an employee shall receive a lump-sum payment for ultimate removal assistance, as follows:

- (a) upon completion of two (2) years of continuous service: \$4,200;
 - (b) upon completion of three (3) years of continuous service: \$6,300;
 - (c) upon completion of four (4) years of continuous service: \$8,400;
 - (d) upon completion of five (5) or more years of continuous service: \$10,500.
- 56.02 To be eligible for this assistance, an employee who terminates his/her employment with the Employer must certify his/her intention to leave his/her community of employment.
- 56.03 The estate of a deceased employee is eligible for the appropriate lump-sum payment for ultimate removal assistance.
- 56.04 An employee who receives ultimate removal assistance from any other source will not be eligible for ultimate removal assistance in accordance with this Article.

Article 57 **Part-time Employees**

- 57.01 Part-time employees shall be entitled to all provisions of this Agreement on a prorated basis, except:
- (a) Article 52– eligibility for Group Benefit Plans and Pension Plan determined by the plan providers;
 - (b) Schedule A– progression through each step upon completion of 1,950 hours and a satisfactory performance review.
- 57.02 A part-time employee shall be granted leave based on his/her regularly scheduled hours of work per day.

Article 58 **Casual Employees**

- 58.01 The Employer may hire casual employees for a period not to exceed four (4) months of continuous employment. Where the Employer anticipates the period of temporary employment to be in excess of four (4) months, the employee shall be appointed on a term basis and shall be entitled to all provisions of the Agreement from the first day of his/her employment.
- 58.02 The Employer shall not employ a series of casual employees in lieu of establishing a full-time position or filling a vacant position.

The Employer shall consult with the Union before a former casual employee is rehired if that former casual employee had worked as a casual employee performing the same duties at any time within the thirty (30) working days immediately preceding the date of rehire.

58.03 A casual employee shall receive six percent (6%) vacation pay based on regular hours worked.

58.04 Casual employees shall be entitled to all provisions of this Agreement, except:

- (a) Article 26 – Annual Leave with Pay;
- (b) Article 29 – Pregnancy Leave;
- (c) Article 30 – Parental Leave;
- (d) Article 31 – Marriage/Spousal Union Leave with Pay;
- (e) Article 31 – Divorce Leave with Pay;
- (f) Article 32 – Leave without Pay for Personal Needs;
- (g) Article 32 – Leave without Pay for Relocation of Spouse;
- (h) Article 32 – Sabbatical Leave;
- (i) Article 33 – Education Leave;
- (j) Article 34 – Professional Development Leave;
- (k) Article 35 – Deferred Salary Leave Plan;
- (l) Article 41 – Seniority;
- (m) Article 49 – Vacation Travel Assistance;
- (n) Article 52 – Group Benefit Plans and Pension Plan;
- (o) Article 53 – Severance Pay;
- (p) Article 55 – Ultimate Removal Assistance.

58.05 A casual employee shall upon commencement of employment be notified of the anticipated termination of his/her employment, and shall be provided a one day notice of lay-off for each week of continuous employment to a maximum of ten (10) days notice.

58.06 Casual employees are entitled to be paid on a bi-weekly basis for services rendered at the appropriate pay rates set out in Schedule .

Article 59

Term Employees

59.01 The Employer may hire term employees for a fixed period in excess of four (4) months. Term employees shall only be hired:

- (a) as leave replacements;
- (b) in relation to special projects of a fixed duration or without on-going funding;
- (c) in relation to, or in support of, training; and
- (d) where no indeterminate employee is available to fill a vacant indeterminate position.

59.02 Where a term employee is to be hired under Article [58.01 \(d\)](#), the Employer shall advise the Union of the circumstances.

59.03 The Employer shall ensure that a series of term employees will not be employed in lieu of establishing a full-time position or filling a vacant position, except pursuant to Article [58.01 \(d\)](#).

59.04 Term employees shall not be entitled to the benefit provisions of Article 29 and Article 30.

Article 60

Agreement Reopener and Mutual Discussions

Agreement Reopener

60.01 This Agreement may be amended by mutual consent of the parties.

Mutual Discussions

60.02 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 61

Duration

61.01 The term of this Agreement shall be from January 1, [2012](#) to December 31, [2014](#).

- 61.02 Notwithstanding Article 60.01, the provisions of this Agreement, including the provisions for the adjustment of disputes in Article 15, 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.
- 61.03 Either party to this Agreement may, within the period of four (4) months immediately preceding the date of expiration of the term of this Agreement, by written notice, require the other party to this Agreement to commence collective bargaining with a view to the conclusion, renewal or revision of this Agreement in accordance with Section 49(1) of the Canada Labour Code.
- 61.04 Where notice to bargain collectively has been given under Article 60.03, the Employer shall not alter the rates of pay or any term or condition of employment or any right or privilege of the employees, or any right or privilege of the Union until a renewal or revision of this Agreement has been concluded, or until the provisions of Section 89(1) of the Canada Labour Code have been met, unless the Union consents to the alteration of such a term or condition, or such a right or privilege.

Article 62

Professional Fees

- 62.01 An employee will be reimbursed for the fees paid to join and retain membership in a professional association, where membership in the professional association is required by the employer for the performance of the duties of the employee's position.

Article 63


CULE Solidarity Fund

- 63.01 The Employer shall contribute an annual lump sum of five hundred dollars (\$500.00) to the CULE Solidarity Fund. Contributions to be remitted to the CULE Treasurer on May 1st of each year.

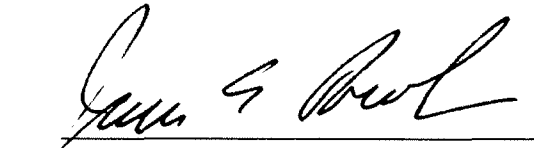
| SIGNED AT IQALUIT THIS 19th DAY OF October 2012.

NUNAVUT EMPLOYEES UNION

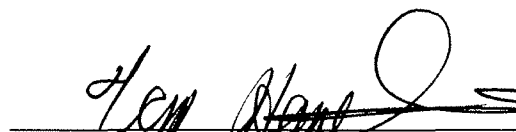
CANADIAN UNION OF LABOUR
EMPLOYEES



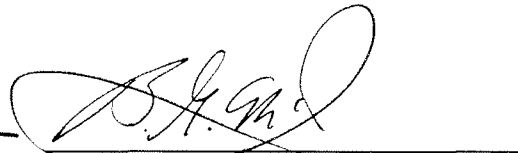
Douglas Workman
President, NEU



James E. Brohman
Negotiator, CULE



Tom Hamilton
PSAC Regional Coordinator, North



Brad McIsaac
Team Member



Brian Boutilier
NEU Executive

**Schedule B
Rates of Pay**

<u>Job Title</u>		<u>Date of Ratification ***</u>		<u>2013 ***</u>	<u>2014 ***</u>
		2.75%		3.00%	3.00%
Service Officer/Legal	Rate 5	102,678.74		105,759.10	108,931.88
	Rate 4	99,894.43		102,891.26	105,977.99
	Rate 3	96,956.20		99,864.89	102,860.83
	Rate 2	94,017.97		96,838.52	99,743.67
	Rate 1	91,081.05		93,813.49	96,627.89
		<u>January 1, 2012</u>		<u>2013</u>	<u>2014</u>
Service Officer	Rate 5	95,515.11		98,380.56	101,331.98
	Rate 4	92,925.05		95,712.80	98,584.18
	Rate 3	90,191.81		92,897.57	95,684.49
	Rate 2	87,458.58		90,082.34	92,784.81
	Rate 1	84,726.56		87,268.36	89,886.41
		<u>Date of Ratification</u>		<u>January 1, 2013</u>	<u>January 1, 2014</u>
Finance <u>and Administration</u> Clerk	Rate 5	60,098.79		61,901.75	63,758.80
	Rate 4	57,598.79		59,326.75	61,106.55
	Rate 3	55,098.70		56,751.66	58,454.21
	Rate 2	53,199.24		54,795.22	56,439.08
	Rate 1	51,936.07		53,494.15	55,098.97
		<u>January 1, 2012</u>	<u>Date of Ratification</u>	<u>2013</u>	<u>2014</u>
Membership Services	Rate 5	53,750.73	54,812.15	56,456.51	58,150.21
	Rate 4	51,929.00	52,312.15	53,881.51	55,497.96
	Rate 3	48,947.94	50,539.17	52,055.35	53,617.01
	Rate 2	47,230.49	47,637.90	49,067.04	50,539.05
	Rate 1	45,513.00	45,966.41	47,344.40	48,765.76

*** Seven and one half percent (7.5%) increase over the Service Officer's annual rate of pay.

Appendix A

Deferred Salary Leave Plan Regulations

A. GENERAL

1. Purpose

The Deferred Salary Leave Plan has been conceived to enable employees the opportunity of taking a minimum of three months' leave funded through the deferral of salary over a period not exceeding six years.

2. Application

An employee must make written application to the Employer at least two (2) months prior to the commencement of the leave funding period. Such approval will not be unreasonably withheld. The employee shall be advised within twenty (20) days of submission of the application for such leave of the acceptance or denial of such leave. The Employer may restrict, in any period, the number of participants in the Plan, due to operational requirements

3. Agreement

The employee and Employer will enter into a written agreement which will detail the funding period, the amount of deferred salary and the period of leave.

B. PAYMENT FORMULA AND LEAVE OF ABSENCE

1. The leave period shall be not less than:
 - a) three (3) consecutive months if the employee enrolls in full-time attendance at an educational institution, otherwise
 - b) six (6) consecutive months.
2. The leave period may be funded over a maximum period of six years.
3. The amount of annual deferred salary shall not exceed 33-1/3% of annual salary.
4. All deferred salary shall be forwarded to the bank of the Employer. These funds shall be deposited in a high-interest earning special account and the interest earned on these funds during the funding period shall be paid to the employee during the funding period on his/her regular paycheques.
5. The leave period must be taken immediately after the deferral period.

6. The amount of deferred salary shall be paid in equal biweekly payments during the leave period to the employee. The leave period must terminate by the end of the first taxation year that commences after the deferral period. In other words, the leave period cannot exceed twenty-three (23) months.
7. During the leave period, all interest earned on the deferred salary shall also be included in the biweekly payments made to the employee.
8. Statutory Deductions to be withheld and remitted:
 - a) During the funding period:
 - i) tax withholdings on the net salary after the deferred portion;
 - ii) EI premiums on the full, regular salary;
 - iii) CPP premiums on the net salary after the deferred portion.
 - b) During the leave period:
 - i) tax withholdings on the deferred portion only;
 - ii) EI premiums – Nil;
 - iii) CPP premiums on the deferred portion only.
9. The employee must return to work for the Employer immediately after the leave period for a period at least equal to the leave period.

C. BENEFITS

1. During the funding period, all benefits tied to salary shall be structured according to the full salary (i.e. before deferred portion).
2. An employee's benefits will be maintained during the period of leave; however, the employee will be responsible for the employee and Employer portions. These benefits will also be based on the full salary.
3. The period of leave shall not be counted for continuous service and no leave shall accrue during the period of leave.
4. If the employee so chooses the period of leave may be counted as pensionable service. If so chosen, the employee shall be responsible for both the employee and Employer portions of the contributions to the PSAC Pension Plan during the period of leave.

D. WITHDRAWAL FROM THE PLAN

1. An employee may withdraw from this Plan at any time prior to the commencement of his/her leave.
2. Within sixty (60) days of the withdrawal from the plan, the employee shall be paid the full amount of deferred salary, plus accrued interest, less any statutory deductions.
3. Should the employee die while participating in the plan, the employee's estate shall be paid any monies accumulated, plus accrued interest.

E. OTHER

The Employer agrees to assist an employee interested in the tailoring of a specific plan for his/her needs.

F. INCOME TAX ACT

Should there be any subsequent changes made to the Income Tax Act which affect this plan, then the Union and the Employer agree to consult to ensure the plan remains in compliance with the Act.

G. WRITTEN AGREEMENT

Deferred Salary Leave Plan Agreement

I, _____, have read and agree to the terms and conditions of the Deferred Salary Leave Plan contained in my Collective Agreement and these Regulations. The following specific conditions shall also apply:

1. The period of funding of my leave shall commence on the first payroll of _____ and end on the final payroll of _____.
2. I agree to defer _____% of my salary over this period.
3. I agree to begin my leave period on _____ and return to work on _____.
4. I agree to be paid the amount deferred in equal biweekly sums over the above-mentioned period, including any accumulated interest.
5. I agree to be paid interest on the deferred portion of my salary during the funding period.

Dated this ____ day of _____, _____.

Nunavut Employees Union

Employee

Appendix B

Relocation Article

1. Introduction

- (a) The Employer will provide financial relocation assistance to employees and their dependants on relocation of employment.
- (b) Financial assistance will be provided for shipment of furniture and/or personal effects, long-term storage arrangements and personal travel expenses.

2. Application

This article applies to all employees of the bargaining unit. There will only be one entitlement per household.

3. Definitions

- (a) Length of service is continuous service (as defined in the Collective Agreement)
- (b) A year of service is a twelve-month period from the date of initial appointment.
- (c) An employee without dependants for the purposes of this Article, is an employee with whom no dependants (as defined in 2.01(i)) reside in the same residence. An employee with dependants, for the purposes of this Article is an employee who has dependants (as defined in 2.01(i)) residing in the same resident.
- (d) “Moving Company” is defined as the company contracted to move an employee’s personal effects.
- (e) “Storage Company” is defined as the company contracted to provide long-term storage services.
- (f) Relocation Assistance provided an employee with financial assistance in the form of one lump sum payment, to assist him/her in coordination and arranging for his/her move.
- (g) “Excess Baggage” means baggage an employee is expected to bring on their person at the time relocation to their community of employment.

4. Relocation Guidelines

- (a) The Employer is responsible for the coordination of all relocation arrangements. There will be no reimbursement for any relocation made without the prior approval of the Employer.
- (b) Any employee who relocates to another community in Nunavut for reasons of continued employment with the Employer will, in addition to the standard relocation entitlement for relocation, be entitled to relocate all-terrain vehicles, snowmobiles, and foodstuffs to the new community of employment.
- (c) Travel advances may be awarded, but shall not exceed the estimated amount of the employee's entitlement under this article.
- (d) Reimbursement for expenses paid in relation to a move shall be limited to those costs that would have been incurred if the move had been carried out in the most practical and economical manner.

5. Travel

- (a) Transportation of the employee and dependants will be by the most economical means.
- (b) Employees shall be deemed to be on duty travel for time in transit. Employees shall be compensated for travel at regular salary for the time in transit, to a maximum of three (3) days.

6. Accommodation

- (a) Compensation will be provided for commercial accommodation for the employee, or the employee and his/her dependants, while in direct travel status to the place of re-location, for a maximum of three days at the most economical rates.
- (b) At destination, compensation for interim commercial lodgings will be provided for the employee, or the employee and his/her dependants, while awaiting the arrival of furniture and/or effects, and/or the availability of accommodation, for up to twenty-one (21) days. Interim accommodation at a private home in Nunavut will be compensated for at seventy-five (\$75.00) per day for the employee, with an additional five dollars (\$5.00) per day for each dependant. Interim accommodation at a private home outside of Nunavut will be compensated for at fifty dollars (\$50.00) per day for the employee, with an additional five dollars (\$5.00) per day for each dependent.

- (c) In exceptional cases, this period may be extended by the Employer to a delay in the arrival of furniture or availability of accommodation.

7. Meals and Incidentals

- (a) Expenses for meals and incidentals will be provided for the employee and his/her spouse, plus an amount equal to one-half the full rate for other dependants while on travel status;
 - (i) en route to the new location, for a maximum of three days;
 - (ii) for any eligible period of interim accommodation; and
- (b) while awaiting the arrival of necessary furniture and/or necessary effects, and/or the availability of accommodation in accordance with entitlements under the Duty Travel article, for up to twenty-one (21) days. For the purposes of this article, necessary furniture and necessary effects are limited solely to the following items:

Effects	Linens
	Towels
	Pillows
	Shower curtains
	Toiletries
	Appropriate clothing
	Kitchenware (i.e. dishes, utensils, pots and pans, etc.)
Furniture:	Bed
	Table
	Chairs

- (b) Employees must demonstrate that efforts were made to include necessary effects in their excess baggage in order to qualify for the meals and incidentals entitlement contained in Article 40.08(b)
- (d) In exceptional cases, this period may be extended by the Employer due to a delay in the arrival of furniture or availability of accommodation.

8. Cancellation of Rental Agreement

Employees will be entitled, on re-location, to the cost of breaking rental agreements or leases for residential accommodation up to a maximum amount equal to three months' rent.

9. Duplicate Costs

- (a) For any employee who has been re-located by the Employer, and who has been paying for both his/her old and new places of residence, duplicate costs will be reimbursed up to a maximum of three(3) months, for the lesser amount of:
 - (i) the monthly mortgage payment on the old residence; or
 - (ii) the monthly rental/mortgage payment on the new residence.

10. Real Estate Costs

An employee who owns and occupies a shingle family dwelling as a principal residence and is required to transfer from one place of duty to another in the service of and as an employee of the Employer may be reimbursed actual real estate, legal and notarial fees incurred in the sale of the residence, provided that the residence is sold and/or purchased within one year of the date the employee was authorized to transfer.

11. Food and Transportation Assistance

Employees who are transferred for the first time to one of the communities listed below will be given a recoverable allowance, up to a maximum of five thousand dollars (\$5,000.00) per household.

Arctic Bay, Arviat, Gjoa Haven, Cape Dorset, Baker Lake, Kugaaruk, Clyde River, Chesterfield Inlet, Taloyoak, Grise Fiord, Coral Harbour, Kugluktuk, Hall Beach, Whale Cove, Sanikiluaq, Igloolik, Repulse Bay, Qikiqtarjuaq, Kimmirut Pangnirtung Resolute Bay, Nanisivik, and Pond Inlet

12. Repayment

Recovery of this allowance will be made through bi-weekly payroll deductions. The number of deductions will not exceed the term of employment with the Employer or twelve (12) months, whichever is less.

13. Incidental Expenses

- (a) For all employees claiming expenses under this article, the following reimbursements will apply upon presentation of receipts:
 - (i) long distance phone calls or faxes associated with the move;
 - (ii) an award of two hundred and fifty (\$250.00) to an employee moving into unfurnished accommodation;

- (iii) temporary storage of effects pending availability of accommodation when pre-authorized by the Employer; and/or
- (iv) taxi fares related to the move.

14. Personal Effects and Weight Allotments

- (a) Excess baggage to a maximum of six (6) pieces not more than for the employee and two (2) pieces not more than 32kg (70 lbs.) each for each dependant where:
 - (i) effects are moved separately by a slower method of transportation; and
 - (ii) no other expenses are paid for the movement of these effects
- (b) For all appointments of one year or more in duration, moving to unfurnished accommodation the following maximum weight entitlements apply: (see Table A-3)
- (c) Where the total weight entitlement for relocation of effects is not used at the time of the initial move, the balance of the allowance cannot be claimed at a later date, except in cases where transportation problems preclude moving the total weight entitlement in one shipment. In these cases, extensions are subject to the approval of the Employer.

15. Long Term Storage Provisions

- (a) An employee who leases furnished accommodations will be provided with long-term storage benefits for the length of his/her re-location, or three years, whichever is less.
- (b) Any employee of the Employer who transfers to a new community with the Employer, and continues to rent accommodations will be entitled to a renewal of the long-term storage benefit provision, for the length of his/her new appointment or three years, whichever is less.
- (c) An employee of the Employer, who moves to unfurnished accommodation in a new community and is presently in receipt of long-term storage benefits, will be entitled to the relocation of his/her effects out of storage and to his/her new accommodation at the Employer's expense, subject to the maximum amounts set out in the Article.
- (d) Early termination of term appointments or resignation will result in the cancellation of long-term storage agreements.

- (e) Extensions of the maximum, three-year, long-term storage provision will only be considered for exceptional reasons and must be approved by the employer.
- (f) The employee will be responsible for payment of insurance costs for the long-term storage provisions.
- (g) Any costs associated with the relocation of furniture and effects from long-term storage will be the employee's responsibility.
- (h) The Employer will provide the storage company and the employee with a written notice, thirty (30) days in advance of the expiry of a long-term storage contract.
- (i) Furniture and effects designated for long-term storage will form part of the employee's total allowable weight allotments. The maximum weight the employee will be entitled to put into storage at the Employer's cost will be his/her maximum allowable weight entitlement, as defined in Table A-1 less any weight shipped to the new work location.

16. Procedures

- (a) The Employer will discuss the election for long-term storage arrangements with the employee, at the same time arrangements for the employee's move are being made.
- (b) The Employer will calculate and advise the employee of the maximum weight he/she is eligible to put into storage at the Employer's expense.
- (c) The Employer will advise the moving company of the requirement for storage and the maximum weight entitlements, and will record the information on the Relocation Estimate and Authorization Form, when the arrangements are being made to move the employee's effects.
- (d) The Employer will create a reminder record for forty-five (45) days before the Employer's responsibility for the employee's storage contract will end.
- (e) The Employer will advise the moving company that the Employer will pay the costs for storage of the effects for the employee's allowable entitlement period, and that the employee is responsible for insuring the goods in storage.
- (f) Written notices will be sent to employees who are in receipt of long-term storage benefits in April of each year, advising of:

- (i) the monthly cost of long-term storage; and
 - (ii) the time remaining for which the Employer will pay storage costs.
- (g) At the end of the storage contact, the employee will have two options:
 - (i) remove the goods from the storage company; or
 - (ii) negotiate a new, independent storage contract with the storage company.
- (h) Should an employee relocate to another community for reasons of a new appointment with the Employer, or relocation of employment with the Employer, and into unfurnished accommodation, the Employer will authorize the movement of effects from storage to the new residence, subject to the maximum amounts set out in this Article. The moving company will be informed on the Relocation Estimate and Authorization form.
- (i) The Employer will maintain copies of all correspondence and invoices related to long-term storage in the employee's relocation/storage file.
- (j) The Employer will pay all invoices for storage of the employee's effects. Each time an invoice is paid, the Employer will verify the expiry date of the employee's long-term storage contract.

17. Procedures

- (a) Upon inquiry by employee, the Employer will provide information on relocation entitlements.
- (b) Employees are to be advised that their relocation will be reduced by any monies owed to the Employer that cannot be recovered from their final pay.
- (c) Before an relocation allowance is paid, the employee must provide the Employer with authorization for relocation approved by the Employer.
- (d) The Employer will check for any effects that may be in long-term storage at the Employer's expense. Should any effects be in long-term storage the Employer will advise both the employee and the storage company that the Employer's responsibility will end 30 days after the employee's termination date. The employee will be responsible for moving the effects out of storage.

- (e) Lump sum payments will be in the form of a cheque from the Employer, which will be consistent with dependant status, and the terms of this Article.
- (f) The employee will be responsible for making all moving and travel arrangements and for paying for his/her move.
- (g) The employee will be responsible for providing required notices to terminate leased accommodation to both the Employer and the appropriate landlord or property administrator of his/her accommodation.
- (h) The Employer will ensure that copies of all relevant documents are placed in the employee's relocation file.
- (i) **New employees who have been paid relocation expenses shall re-pay the employer for all relocation costs if they resign within one (1) year.**

Table A-1

Relocation In – Eligible Weight Entitlements,

indeterminate and Term Employees

Appointed for Periods of One Year or More

Unfurnished Accommodation

<u>Family Status</u>	<u>Accommodation Status</u>	<u>Eligible Weight</u>
Without dependants	Unfurnished	1,814.4 kgs (4,000 lbs)
With one dependants	Unfurnished	2,721.6 kgs. (6,000 lbs.)
With two dependants	Unfurnished	3,175.2 kgs (7,000 lbs)
With three dependants	Unfurnished	3,628.8 kgs (8,000 lbs)
With four or more Dependents	Unfurnished	4,082.4 kgs (9,000 lbs)

MOU
Executive Director

MEMORANDUM OF UNDERSTANDING

between

NUNAVUT EMPLOYEES UNION

and

CANADIAN UNION OF LABOUR EMPLOYEES

Re: New position of Executive Director

The parties agree that the Employer will create the new position of "Executive Director". The duties of this position will include human resources, staffing, confidentiality, and labour relations functions.

The Employer shall supply the Union a copy of the job description for this position when it has been completed and approved.

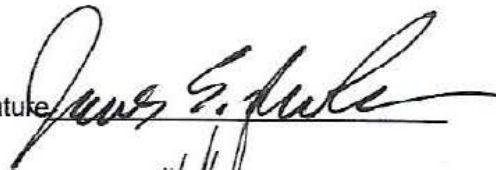
The Union agrees to take no position if the Employer applies to the Canada Industrial Relations Board to have the bargaining certificate amended to reflect the exclusion of this position.

This Memorandum of Understanding will come into effect the day of ratification of the Collective agreement.

On behalf of the Union:

Date: March 29/06

signature



Date: MAR 29/06

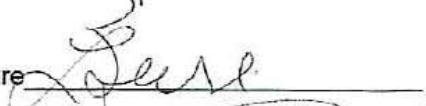
signature



On behalf of the Employer:

Date: Mar 29/06

signature



Date: March 29/06

signature



Version date: 3/29/2006 3:52 PM

MOU
Job Descriptions

MEMORANDUM OF UNDERSTANDING

between

NUNAVUT EMPLOYEES UNION

and

CANADIAN UNION OF LABOUR EMPLOYEES

Re: job descriptions

The parties agree to the establishment of a joint committee of equal representation to review and consult with the Union on the job descriptions for all bargaining unit members of the Nunavut Employees Union.

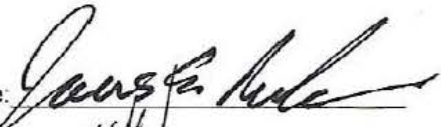
It is further agreed that after the consultation and review has been completed the Employer shall produce job descriptions for all employees of the Nunavut Employees Union and provide the Union with a copy.


The costs associated with these discussions will be limited to the provisions of Article 11:11 of the collective agreement.

On behalf of the Union:

Date: MAR 29/06

Date: MAR 29/06


signature: 

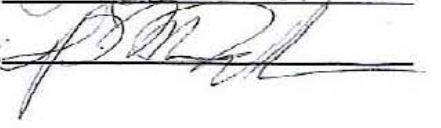
signature: 

On behalf of the Employer:

Date: MAR 29/06

Date: MAR 29/06

signature: 

signature: 

MEMORANDUM OF UNDERSTANDING

BETWEEN

NUNAVUT EMPLOYEES UNION

AND

CANADIAN UNION OF LABOUR EMPLOYEES

The parties agree that the Employer will offer subsidized housing to indeterminate employees in the representation group.

The employer will provide housing (which includes fuel, power, water and sewage) based on the following. The maximum rent charged to indeterminate employees will be:

Effective Date	One Bedroom	Two Bedroom	Three Bedroom
January 1, 2012	<u>\$830</u>	<u>\$1,080</u>	<u>\$1,320</u>
January 1, 2013	<u>\$854.90</u>	<u>\$1,112.40</u>	<u>\$1,359.60</u>
January 1, 2014	<u>\$880.55</u>	<u>\$1,145.77</u>	<u>\$1,400.39</u>

Employees receiving the benefit of this Memorandum shall not be entitled to the provisions of Article(s) 47 Housing Allowance and Article 48 Utility Allowance.

On behalf of the Union:

Date: Nov. 2/12

Signature: [Signature]

Date: Nov 2/12

Signature: [Signature]

Date: _____

Signature: _____

On behalf of the Employer

Date: Nov. 2/12

Signature: [Signature]

Date: Nov. 2/2012

Signature: [Signature]

Date: Nov. 2/12

Signature: [Signature]

Letter of Understanding #1
Transfer

LETTER OF UNDERSTANDING #1

BETWEEN

THE NUNAVUT EMPLOYEES UNION

AND

THE CANADIAN UNION OF LABOUR EMPLOYEES

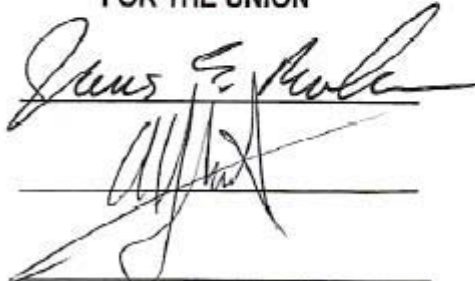
The parties agree that the members of the bargaining unit employed on the date of ratification will not be required to transfer.

SIGNED AT IQUALUIT THIS 1st DAY OF November, 2006.

FOR THE EMPLOYER



FOR THE UNION



Letter of Understanding # 2
Continuous Service Bonus

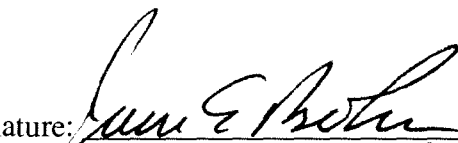
The Parties agree that it is mutually beneficial to provide a compensation payment which encourages employees to remain with the Employer.

All employees who are on staff November 1 each year and who have a minimum of three (3) years continuous service will receive the following to be paid the first pay period of November.


<u>Years of Continuous Service</u>	<u>Unit Payout</u>
3, 4, 5	\$1,000
6, 7, 8, 9, or 10	\$2,000
11, 12, 13, 14, or 15	\$3,000
16, 17, 18, 19, or 20	\$4,000
21 plus	\$5,000

On behalf of the Union:

Date: Oct. 19, 2012

Signature: 

Date: Oct. 31/12

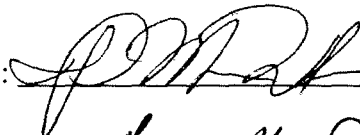
Signature: 

Date: _____

Signature: _____

On behalf of the Employer


Date: October 19, 2012

Signature: 

Date: Oct. 19/2012

Signature: 

Date: Oct. 30/12

Signature: Brian B 

Letter of Understanding #3
Pension Plan Contribution Rate

Pension Plan Contribution Rates

Recognizing that the PSAC Pension Plan Administrator has established a goal of cost sharing the pension plan annual servicing costs at a ration of 60% employer and 40% employees, this agreement is reached on the understanding that the PSAC Pension Plan Administrator will approve an increase from the current employee contribution rate of 8.33% of salary to an employee contribution rate of 9.54% effective December 31, 2012.

Nothing in this agreement should be interpreted as altering the Plan Text of the PSAC Pension Plan, which gives the Plan Administrator the exclusive right to establish future contribution rates.

On behalf of the Union:

Date: Oct. 19, 2012

Signature: [Signature]

Date: Oct. 31/12

Signature: [Signature]

Date: _____

Signature: _____

On behalf of the Employer

Date: October 19, 2012

Signature: [Signature]

Date: OCT 30/12

Signature: Brian B [Signature]

Date: NOV. 2/12

Signature: [Signature]

Letter of Understanding #4
Joint Committee – Pay Structure

The parties agree to establish a Joint Committee of equal numbers to review the pay structure contained in the collective agreement for the Service Officer position. The pay structure (number of levels and amount) will be compared to similar positions within the Alliance Family (Alliance Centre and Components). The Committee will meet during working hours with no loss of pay for union representatives; the first meeting to take place within sixty (60) days of the signing of the collective agreement. The Committee will make recommendations to their principles and with mutual agreement re-open the collective agreement to address any issues identified as a shortfall in the number of pay levels or amount of compensation for the Service Officer's position. Any adjustments will be effective January 1, 2013.

On behalf of the Union:

Date: Nov. 2, 2012

Signature: _____

Date: Nov 2, 2012

Signature: _____

Date: _____

Signature: _____

On behalf of the Employer

Date: Nov. 2/12

Signature: _____

Date: Nov. 2/2012

Signature: _____

Date: Nov. 2/12

Signature: _____