

Collective Agreement

between the

Public Service Alliance of Canada
(As Represented by its Agent, Nunavut Employees Union)

to the

Kugaaruk Housing Authority

Nunavut Employees Union
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Article 1
Purpose of Agreement

- 1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees and the Union, to set forth terms and conditions of employment relating to pay, hours of work, employee benefits, and general working conditions affecting employees covered by this Agreement.
- 1.02 The parties to this Agreement share a desire to improve the quality, to promote the well-being, and increase the productivity of the employees to develop and achieve a relationship among the Union, employees and Employer which will be conducive to their mutual well being and to the end that the Employer will be well and efficiently served. Accordingly the parties are determined to establish, within the framework provided by law, an effective working relationship at the workplace in which members of the Bargaining Unit are employed.

Article 2
Interpretation and Definitions

- 2.01 For the purpose of this Agreement:
- (a) "Agreement" means this Collective Agreement;
 - (b) "Allowance" means compensation payable to an employee in addition to his/her regular remuneration payable for the performance of the duties of his/her position;
 - (c) "Bargaining Unit" means all employees, including casuals working for the Kugaaruk Housing Authority, excluding the housing manager;
 - (d) "Casual Employee" means an employee employed for work of a temporary nature not exceeding six (6) months;
 - (e) "Continuous Employment" means uninterrupted employment with the Employer; and
 - (i) with reference to re-appointment of a lay-off his employment in the position held by him at the time he was laid off, and his employment in the position to which he is appointed shall constitute continuous employment;
 - (ii) where an employee other than a casual ceases to be employed for a reason other than discharge for just cause, abandonment of position or rejection on probation, and is re-employed within a period of three (3) months, his periods of employment shall be considered as continuous employment;

- (f) "Day of Rest" in relation to an employee means a day other than a General Holiday on which that employee is not ordinarily required to perform the duties of his/her position other than by reason of him/her being on leave;
- (g) "Employee" means a member of the Bargaining Unit;
- (h) "Employer" means Kugaaruk Housing Authority ;
- (i) "Fiscal Year" means the period of time from April 1st in one year to March 31st in the following year;
- (j) "Full-time Employee" means an employee whose normally scheduled hours of work each week on a continuing basis is the standard work week;
- (k) "Grievance" means a complaint in writing that an employee, group of employees, or the Union submits to the Employer, to be processed through the grievance procedure;
- (l) "General Holiday" means the twenty-four (24) hour period commencing at 12:01 a.m. of a day designated as a General Holiday in this Agreement;
- (m) "Leave" means absence from duty with the Employer's permission;
- (n) "Membership Fees" means the fees established pursuant to the By-Laws of the Union as the fees payable by the members of the Bargaining Unit;
- (o) "Part-time Employee" means an employee whose normally scheduled hours of work each week on a continuing basis is less than the standard work week for full-time employees;
- (p) "Probation" means the period of six (6) months from the day upon which an employee is first hired or the period of three (3) months after an employee is transferred or promoted. If an employee does not successfully complete his/her probationary period on transfer or promotion then the employee shall be reinstated to his/her former position or another position comparable to his/her former position provided such positions are available.
- (q) "Promotion" means the appointment of an employee to a new position, the maximum rate of pay of which exceeds that of his/her former position;
- (r) "PSAC" means the Public Service Alliance of Canada;
- (s) "Representative" means a person who is authorized to represent the Union;
- (t) "Straight time rate" means hourly rate of remuneration;
- (u) "Time and one-half" means one and one-half times the straight time rate;
- (v) "Double time" means two times the straight time rate;

- (w) "Term Employee" means an employee hired for a fixed period no longer than one (1) year;
- (x) "Transfer" means the appointment of an employee to a new position, that does not constitute a promotion or demotion;
- (y) "Union" means the Public Service Alliance of Canada, as represented by its agent the Nunavut Employees Union.

Interpretation Act

- 2.02 Except as otherwise provided in this Agreement, expressions used in this Agreement, if defined in the *Interpretation Act*, but not defined elsewhere in this Agreement have the same meaning as given to them in the *Interpretation Act*.

Number and Gender

- 2.03 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 or neuter where the fact or context requires this and with regard to the provisions of this Agreement.

May, Shall and Will

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

Article 3
Recognition

- 3.01 The Employer recognizes the Public Service Alliance of Canada as the exclusive bargaining agent for all employees in the Bargaining Unit.

Article 4
Application

- 4.01 The provisions of this Agreement apply to the Union, employees and the Employer.
- 4.02 Part-time employees shall be entitled to all eligible benefits provided under this Agreement in the same proportion as their weekly hours of work compare to the standard work week.

Article 5
Future Legislation

- 5.01 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 only. In the event the parties cannot agree, the matter may be referred to arbitration.

Conflict of Provisions

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

Article 6 **Strikes and Lockouts**

- 6.01 No employee shall be disciplined by the Employer for refusing to cross a legal picket line.

Article 7 **Management Rights**

- 7.01 The Employer shall exercise its rights in a manner which is fair, reasonable, in good faith, and consistent with the terms of this Agreement.
- 7.02 The Union acknowledges that the management of the operations is vested exclusively in the Authority, unless otherwise provided by this Agreement. The Authority reserves all rights not specifically restricted, altered or in conflict with the provisions of this Agreement, including the right to maintain order, discipline and efficiency.

Article 8 **Human Rights**

Freedom from Discrimination

- 8.01 The Employer, the Union, and the employees agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee by reason of race, colour, ancestry, ethnic origin, citizenship, place of origin, creed, religion, age, disability, sex, sexual orientation, marital status, family status, pregnancy, lawful source of income, conviction for which a pardon has been granted, union membership or activity, or for exercising their rights under this Agreement.

Freedom from Sexual Harassment

- 8.02 "Sexual harassment" means any conduct, comment, gesture or contact of a sexual nature
- (a) that is likely to cause offence or humiliation to any employee;

- (b) that might, on reasonable grounds, be perceived by that employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.
- 8.03 Every employee is entitled to employment free of sexual harassment.
- 8.04 The Employer will make every reasonable effort to ensure that no employee is subjected to sexual harassment.
- 8.05 Complaints of sexual harassment may be brought to the attention of the Employer at any level of management appropriate to the circumstances. An employee may be assisted by the Union in making a complaint.
- 8.06 The Employer will not disclose the name of the complainant or the circumstances related to the complaint to any person except where necessary for the purposes of investigating the complaint, taking remedial measures in relation thereto, or as required by law.
- 8.07 The Employer shall issue a policy statement concerning sexual harassment which substantially conforms to the provisions of this Article. The Employer shall make each person under the Employer's direction aware of the policy statement concerning sexual harassment.

Freedom from Workplace Violence

- 8.08 "Workplace violence" means any incident in which an employee is abused, threatened or assaulted during the course of his or her employment, and includes but is not limited to all forms of harassment, bullying, intimidation and intrusive behaviours of a physical or emotional nature.
- 8.09 Every employee is entitled to employment free of workplace violence.
- 8.10 The Employer will make every reasonable effort to ensure that no employee is subjected to workplace violence.
- 8.11 No employee shall be required to perform work at any worksite under circumstances of workplace violence by third parties. The Employer shall take appropriate remedial measures in such situations.
- 8.12 Complaints of workplace violence may be brought to the attention of the Employer at any level of management appropriate to the circumstances. An employee may be assisted by the Union in making a complaint.
- 8.13 The Employer will not disclose the name of the complainant or the circumstances related to the complaint to any person except where necessary for the purposes of investigating the complaint, taking remedial measures in relation thereto, or as required by law.

- 8.14 The Employer shall issue a policy statement concerning workplace violence which substantially conforms to the provisions of this Article. The Employer shall make each person under the Employer's direction aware of the policy statement concerning workplace violence.

Religious Observance

- 8.15 The Employer shall make every reasonable effort to accommodate an employee who requests time off to fulfill his/her religious obligations.
- 8.16 An employee may substitute the General Holidays in Article 13.01 with a normally scheduled work day in order to fulfill his/her religious obligations.
- 8.17 An employee may, in accordance with the provisions of this Agreement, request annual leave, compensatory leave or leave without pay in order to fulfill his/her religious obligations.
- 8.18 At the request of the employee and at the discretion of the Employer, time off without pay may be granted to the employee in order to fulfill his/her religious obligations.
- 8.19 An employee who intends to substitute a General Holiday, 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.

Article 9

Employer Directives

- 9.01 The Employer shall, at least thirty (30) calendar days prior to issuance, provide the Union with a copy of all personnel directives which are intended to clarify the interpretation or application of the Agreement. In the event that the Union disputes the content of the directive and the dispute cannot be settled, the matter may be referred to arbitration.

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 in the Bargaining Unit.
- 10.04 For the purpose of applying Article 10.02, deductions from pay for each employee will occur on a biweekly basis.
- 10.05 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.
- 10.06 The amounts deducted in accordance with Article 10.02 shall be remitted to the Comptroller of the PSAC 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.
- 10.07 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer.
- 10.08 The Employer agrees to identify annually on each employee's T4 slip, the total amount of Membership Fees deducted for the applicable year.
- 10.09 Where an employee, for religious conviction or beliefs pursuant to the Canada Labour Code (see 70 (2)) so requests an amount equal to the regular union dues paid to the Union shall be deducted from an employee's wages and donated to a registered charity mutually agreed upon by the Employer and the Union.

Article 11

Union Representation

Union Access to Employer Premises

- 11.01 Upon reasonable notification the Employer shall grant Representatives of the Union access to its work premises in order to carry out union business relating to the Bargaining Unit.

Appointment of Representatives

- 11.02 The Employer acknowledges the right of the Union to appoint employees as Representatives.

Time Off for Union Activities

- 11.03 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 33 – Grievance Procedure and Arbitration, except for an employee who is on suspension without pay;
 - (d) meetings with the Employer on behalf of the Union.
- 11.04 The Employer shall grant leave without pay to one (1) employee with respect to:
- (a) conventions, conferences, and executive council meetings of the Union and/or the Alliance;
 - (b) union training;
 - (c) union activity outside of this Bargaining Unit.

An employee on leave under this clause shall continue to be paid by the Employer and the Employer shall be reimbursed by the Union for such employment costs.

Contract Negotiations

- 11.05 The Employer will grant leave with pay for up to two (2) employees (one (1) subject to operational requirements) to attend contract negotiations on behalf of the Union for the duration of such negotiations.

Preparatory Contract Negotiations Meetings

- 11.06 The Employer will grant leave with pay for up to two (2) employees (one (1) subject to operational requirements) to attend preparatory contract negotiations meetings to a maximum of one (1) day.

Union Orientation

- 11.07 The Employer shall allow new employees to meet with the Representative of the Union for one (1) hour without loss of pay for the purpose of union orientation. The Representative of the Union, if an employee, shall be granted leave with pay.

Bulletin Board Space

- 11.08 The Employer shall provide bulletin board space in the workplace clearly identified for the exclusive use of the Union.

Meeting Rooms

- 11.09 Subject to availability, the Employer shall make available to the Union and the members of the Bargaining Unit a suitable meeting room, when available, to be used from time to time for the conducting of business relating to the Union.

Delivery of Mail

- 11.10 The Employer shall deliver any mail originating from the Union addressed to its members in accordance with the Employer's normal internal mail distribution system.

Leave for Paid Elected Officers

- 11.11 An employee elected as a full-time paid officer of the executive of the Nunavut Employees Union, the Public Service Alliance of Canada or the Northern Territories Federation of Labour shall, upon application, be granted leave without pay for the term of office. During the leave such employees shall maintain all benefits accumulated prior to commencement of the leave but shall not accumulate any additional benefits during the leave, unless the parties agree otherwise.
- 11.12 Such employees shall advise the Employer as soon as possible when an extension of their leave is applicable due to re-election.
- 11.13 Upon termination of their leave such employees shall be offered, at a minimum, the position they held with the Employer at the commencement of their leave.
- 11.14 Notwithstanding Article 11.13, the Employer may make an offer of employment to such an employee to a position inside the Bargaining Unit should they bid on a competition and be the successful candidate.

Article 12 **Information**

- 12.01 The Employer agrees to provide the Union with the following employee information, as changes to it occur:
- (a) name;
 - (b) address;
 - (c) job classification;
 - (d) date of hire;
 - (e) employment status;
 - (f) date of transfer; and;
 - (g) date of termination.
- 12.02 The Employer shall notify the Union of all newly created classifications including its designation as to whether it is, in the view of the Employer, within or outside of the Bargaining Unit.

Publication and Distribution of Agreement

- 12.03 The Union shall facilitate the production and printing of this Agreement. The Employer and the Union shall share equally the costs of printing this Agreement.
- 12.04 The Employer shall provide each employee, and each newly hired employee upon his/her appointment, with a copy of this Agreement.

Article 13

General Holidays

- 13.01 The following days are paid General Holidays for employees covered by this Agreement:
- (a) New Year's Day;
 - (b) Good Friday;
 - (c) Easter Monday;
 - (d) Hamlet Day (the Friday immediately before Victoria Day);
 - (e) Victoria Day (the day fixed by the Governor General for observance of the birthday of the reigning sovereign);
 - (f) Canada Day;
 - (g) Nunavut Day (July 9th);
 - (h) The first Monday in August;
 - (i) Labour Day;
 - (j) Thanksgiving Day;
 - (k) Remembrance Day;
 - (l) Christmas Day;
 - (m) Boxing Day;
 - (n) any additional day ordered by law.

General Holiday Falling on a Day of Rest

- 13.02 When a General Holiday under Article 13.01 coincides with an employee's day of rest, the General Holiday shall be moved to the employee's first working day following his day of rest.
- 13.03 When a General Holiday for an employee is moved to another day under the provisions of Article 13.02:

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

General Holiday Compensation

- 13.04 When the Employer requires an employee to work on a General Holiday as part of his/her regularly scheduled hours of work 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 General Holiday, time and one-half (1½ x) as defined in the Article 15 – Overtime for all hours worked.

General Holiday Rules

- 13.05 An employee who is not required to work on a General Holiday shall not be required to work on another day that would otherwise be a non-working day in the week in which the General Holiday occurs, unless he/she is paid time and one-half (1½ x) for all hours worked.
- 13.06 Where a General Holiday for an employee falls within a period of leave with pay, the General Holiday shall not count as a day of leave.
- 13.07 At the request of the employee, and where the operational requirements of the Employer permit, an employee shall not be required to work both Christmas Day and New Year's Day.

Article 14 **Hours of Work**

- 14.01 Regularly scheduled hours of work shall be thirty-seven and one-half (37.5) hours per week Monday to Friday, exclusive of a one (1) hour unpaid lunch period between 8:30 am and 5:00 pm for administrative positions and forty (40) hours per week, Monday to Friday, exclusive of a one (1) hour unpaid lunch period between 8:00 am and 5:00 pm for operations positions as outlined in Schedule “A”.

Paid Rest Periods

- 14.02 Employees shall be entitled to a paid rest period of fifteen (15) minutes duration commencing on or about mid-morning and shall be entitled to a paid rest period of fifteen (15) minutes duration commencing on or about mid-afternoon. Employees working a varied shift shall be entitled to a paid rest period of fifteen (15) minutes duration commencing on or about the mid-point of the first-half of their shift and a second paid rest period of fifteen (15) minutes duration commencing on or about the mid-point of the second-half of their shift.

Wash-Up Time

- 14.03 Employees shall be permitted paid wash-up time to a maximum of ten (10) minutes prior to the conclusion of each shift.

Article 15

Overtime

- 15.01 Overtime means work performed by an employee before or after or in excess or outside of his/her regularly scheduled hours of work.

- 15.02 The Employer shall make every reasonable effort:

- (a) to allocate overtime work on an equitable basis among readily available qualified employees who are normally required in their regular duties to perform that work;
- (b) to give employees who are required to work overtime reasonable advance notice of this requirement. Except in the case of an emergency, an employee may refuse to work overtime.

- 15.03 All overtime must be approved in advance by the Employer.

- 15.04 Overtime work shall be compensated as follows:

- (a) at time and one-half ($1\frac{1}{2}x$) for all hours except as provided in Article 15.04(b);
- (b) at double time ($2x$) for all hours of overtime worked after the first four (4) consecutive hours of overtime;
- (c) in lieu of (a) and (b) above, the Employer may agree to grant equivalent leave with pay at the appropriate overtime rate to be taken at a time mutually agreeable to the Employer and the employee.

- 15.05 An employee who is required to work overtime shall be entitled to a minimum of one hour's pay at the appropriate rate described in Article 15.04.

Article 16

Pay

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

- 16.02 Employees shall be paid on a biweekly basis by Thursday of every second week. For the purposes of this Article a pay period shall consist of the two week period beginning at 12:01 a.m. Sunday and ending at midnight on the second following Saturday.

- 16.03 Employees who have earned overtime compensation or any other extra allowance in addition to their regular pay, should receive such remuneration in the pay period in

which it was earned, but in any event shall receive such remuneration no later than the following pay period.

- 16.04 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, overtime, allowances and benefits paid, the deductions taken from the pay, and the employee's net pay.
- 16.05 Upon receipt of a written request from the employee, the Employer shall deposit an employee's pay directly at a bank of the employee's choice and provide the employee with a statement of his/her earnings on the pay day.

Acting Pay

- 16.06 When an employee is required in writing by the Employer to perform the duties of a higher classification on an acting basis, he/she shall be paid acting pay as if he/she had been appointed to that higher classification for the period in which he/she acts.

Salary Increases

- 16.07 The Employer agrees to pay the negotiated salary and other compensation increases to every employee not later than thirty (30) calendar days following the date that this Agreement is ratified and on the first pay day after any subsequent salary and other compensation increases become effective.
- 16.08 The Employer agrees to pay all retroactive remuneration for salary and other compensation increases not later than sixty (60) days following the month in which the Agreement is ratified.
- 16.09 Retroactive pay shall be issued on a separate cheque.

Pay Recovery

- 16.10 (a) Where an employee, through no fault of his/her own, has been overpaid, the Employer will, before recovery action is implemented, advise the employee in writing, of the amount overpaid and the intention of the Employer to recover the overpayment. Prior to said recovery, the Employer and employee shall discuss and devise an acceptable recovery schedule, which schedule shall be no longer than thirteen (13) equal pay periods.
- (b) If more than one (1) year has passed since the undetected overpayment was made, there shall be no recovery of the overpayment.

Article 17
Standby Pay

- 17.01 As a condition of employment a maintenance employee may be required to be available on a standby basis for overtime work.
- 17.02 In designating employees for standby duty the Employer will attempt to provide for the equitable distribution of standby duties among readily available, qualified employees who are normally required in their regular duties to perform that work.
- 17.03 Except in case of emergencies, standby schedules shall be posted thirty (30) days in advance of the starting date of the new schedule.
- 17.04 An employee on standby who is required to report for work shall be paid Call-back pay, except that the employee shall receive the four (4) hour minimum payment only once in an eight (8) hour period.
- 17.05 When the Employer requires the employee to be available on standby during off-duty hours, the employee shall be paid:
- | | | |
|-----|---|---------|
| (a) | Weekday | \$33.50 |
| (b) | Saturday, Sunday and Designated Paid Holidays | \$50.00 |
- 17.06 No standby payment shall be granted if an employee is unable to report for standby duty when called. An employee who is unable to report for standby duty when called may be subject to discipline.

Article 18
Reporting Pay

- 18.01 If an employee is directed by the Manager to report for work on a day of rest or on a General Holiday, and there is insufficient work available as determined by the Employer, 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.

Article 19
Call Back Pay

- 19.01 "Call Back" means calling of an employee to duty after he/she has reported off duty and left his/her worksite, and before he/she is next scheduled for work.
- 19.02 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 20
Leave – General

- 20.01 When an employee is in receipt of an allowance and is granted leave with pay, he/she shall be entitled during the period of leave to receive the allowance.
- 20.02 Except in cases of emergency or as otherwise provided in this Agreement, an employee shall apply for leave at least two (2) weeks in advance of such leave. An employee's request for leave will be responded to by the Employer within a reasonable period of time which allows the employee time to prepare for and take the leave on the dates so requested.
- 20.03 When the Employer rejects an employee's application for leave the reasons for the rejection shall be provided to the employee in writing as soon as possible.
- 20.04 During the month of April in each year or at the request of an employee, the Employer shall inform the employee in writing of the balance of his/her sick leave and vacation leave credits as of the end of the previous fiscal year.

Article 21
Vacation Leave

Entitlements

- 21.01 For each month of a fiscal year in which an employee receives ten (10) days pay, he/she shall earn Vacation Leave at the following rates:
 - (a) One and one quarter ($1 \frac{1}{4}$) days for each month's continuous service up to the month of the fourth anniversary date (15 days);
 - (b) One and two thirds ($1 \frac{2}{3}$) days for each month's continuous service from the fourth anniversary date up to the month of the tenth anniversary date (20 days);
 - (c) Two and one twelfth ($2 \frac{1}{12}$) days for each month's continuous service from the tenth anniversary date up to the month of the fifteenth anniversary date (25 days); and
 - (d) Two and one half ($2 \frac{1}{2}$) days for each month's continuous service after fifteen years of continuous service is completed (30 days).

Granting of Vacation Leave

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

- (a) grant the employee his/her vacation leave during the fiscal year in which it is earned at a time specified by him/her;
- (b) grant the employee vacation leave for at least up to three (3) consecutive weeks depending upon his/her vacation entitlements when so requested by the employee;
- (c) to grant the employee his/her vacation leave at a time specified by him/her;
- (d) not recall an employee to duty after he/she has proceeded on vacation leave;
- (e) where the Employer has proposed to change, reduce or deny the vacation leave requested by the employee, the Employer shall provide the employee with the reasons, in writing, for such change, reduction or denial of vacation leave.

21.03 If there is a conflict between the vacation requests of two or more employees then vacation leave shall be granted according to seniority.

21.04 The Employer shall reply to an employee's request for vacation leave within seven (7) calendar days after the request has been received in writing by the Employer. Where the Employer has proposed to deny the vacation leave requested by the employee, the Employer shall provide the employee with the reasons, in writing, for such denial of vacation leave.

21.05 Where in respect of any period of vacation leave an employee:

- (a) is granted bereavement leave with pay under Article 23; or
- (b) is granted sick leave on production of a medical certificate;

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

Recall From Vacation Leave

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

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

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

Payout of Vacation Leave

21.07 Upon request of an employee his/her earned vacation leave may be paid out in cash.

Leave When Employment Terminates

21.08 Where an employee dies or otherwise terminates his employment:

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

21.09 An employee whose employment is terminated by reason of a declaration that he abandoned his position is entitled to receive the payment referred to in Article 21.08.

Travel Time

21.10 Every employee who is proceeding on vacation leave shall be entitled, once in each fiscal year, in addition to his vacation leave, two (2) days leave with pay for the purpose of travel between Kugaaruk and his destination, including travel on the land or water.

21.11 Casual employees shall receive vacation payout at the rate of four (4) percent of accumulated income paid bi-weekly.

Article 22
Sick Leave

22.01 An employee shall earn sick leave credits at the rate of one and one-quarter (1 1/4) days for each calendar month, for which he/she received pay for at least ten (10) days.

22.02 All absences on account of illness on a normal working day, exclusive of General Holidays, shall be charged against an employee's accumulated sick leave credits.

22.03 When absent from work due to illness an employee must sign a statement describing the nature of his/her illness or injury.

22.04 An employee is required to produce a certificate from a qualified medical practitioner, certifying that the employee is unable to carry out his duties due to illness:

- (a) for sick leave more than three (3) working days;
- (b) for any additional sick leave in a fiscal year when in the same fiscal year the employee has been granted sick leave on seven (7) occasions wholly based on

statements signed by him/her. The Employer agrees to give an employee advance notification that a medical certificate will be needed.

Travel Time

- 22.05 An employee who is proceeding to a medical centre outside of Kugaaruk under the care of a qualified medical practitioner shall be granted leave with pay which is not to be charged against his/her sick leave credits for the lesser of two (2) days per fiscal year or the actual time taken to travel, including delays, from Kugaaruk to the medical centre and return, once per fiscal year.

Article 23

Bereavement Leave with Pay

- 23.01 An employee shall be granted four (4) days bereavement leave with pay to attend the funeral or memorial service of the employee's spouse (including common-law partner), child (including spouse's child), foster child, parent (including spouse of parent), brother, sister, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt, uncle.
- 23.02 An employee shall be granted an additional two (2) days bereavement leave with pay if the funeral or memorial service takes place outside of Kugaaruk.
- 23.03 Additional bereavement leave without pay may be taken by mutual agreement between the employee and the Employer.

Article 24

Maternity Leave

- 24.01 An employee who is pregnant shall be granted seventeen (17) consecutive weeks maternity 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. All other issues of notice or extension of the period of maternity leave shall be according to the *Labour Standards Act*.
- 24.02 The Employer may:
- (a) upon written request from the employee, defer the commencement of maternity 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 maternity leave without pay to an employee to commence earlier than seventeen (17) weeks before the expected termination of her pregnancy;
 - (c) where maternity leave without pay is requested, require an employee to submit a medical certificate certifying pregnancy.

- 24.03 Leave granted under this Article shall be counted for the calculation of continuous employment.

Maternity Leave Allowance

- 24.04 After completion of twelve (12) months continuous employment, an employee who is pregnant or has recently given birth who provides the Employer with proof that she has applied for and is in receipt of Employment Insurance Benefits pursuant to Section 22, Employment Insurance Act, shall be paid a maternity leave allowance.

A recipient under Article 24, Maternity Leave 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 maternity leave, unless this date is modified with the Employer's consent.

Should the employee fail to return to work, except by reason of death, disability, or lay-off, the employee recognizes that she is indebted to the Employer for the amount that she received as maternity leave allowance. Should the employee not return for the full six (6) months, the employee's indebtedness shall be reduced on a pro-rated basis according to the number of months for which she received pay. The Employer may deduct any amounts owing under this clause from any amounts owing by the Employer to the employee on the termination of the employment.

In respect of the period of leave, payments made by the Employer will consist of the following:

- (a) For the first two (2) weeks, payments equivalent to sixty-five percent (65%) of her weekly rate of pay. For up to a maximum of an additional fifteen (15) weeks, payments equivalent to the difference between the employment insurance benefits she is eligible to receive and sixty-five percent (65%) of her weekly rate of pay:
- (b) (i) for a full-time employee the weekly rate of pay referred to at Schedule "A" shall be the weekly rate of pay for her classification and position on the day immediately preceding the commencement of the maternity leave.

(ii) for a part-time employee the weekly rate of pay referred to at Schedule "A" shall be the pro-rated weekly rate of pay for her classification and position averaged over the six (6) month period of continuous employment immediately preceding the commencement of the maternity leave.
- (c) 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 this Article, the payment shall be adjusted accordingly.

- (d) The employee shall not receive more than sixty-five percent (65%) of her regular wages during the 17 weeks that she is receiving this allowance.
- (e) Employees who are in receipt of payments under Article 24, Maternity Leave shall also be entitled to receive their northern allowance for the 17 period of paid maternity allowance.
- (f) Employees who are in receipt of payments under Article 24, Maternity Leave, shall be entitled to receive other benefits during in accordance with Article 24 and the northern allowance as set out in Article 48.02.

Employees who have no vested right to payments during the period of maternity leave except to payments during the first seventeen (17) weeks of maternity leave

This section on maternity leave allowance only applies to full and part-time indeterminate employees.

Maternity-related Reassignment or Leave

- 24.05 Where a pregnant or nursing employee produces a statement from her physician that her working conditions may be detrimental to her health, that of her foetus or her nursing child, 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 without pay for the duration of her pregnancy or period of breastfeeding, as the case may be.

Other Benefits During Leave

- 24.06 An employee returning to work from maternity leave retains her service credits accumulated prior to taking leave.
- 24.07 If an employee elects to maintain coverage for group benefits, the Employer shall arrange for such payments to be made between the employee and the benefit provider. The Employer will pay its portion upon proof of payment by the employee.
- 24.08 Illness arising due to pregnancy during employment and prior to this leave may be charged to normal sick leave credits.

Article 25

Parental Leave

- 25.01 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 within 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.

- 25.02 An employee who intends to request parental leave without pay shall provide the Employer with four (4) weeks written notice, except where in the case of adoption the child arrives at the employee's home sooner than expected. 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.
- 25.03 Leave granted under this Article shall be counted for the calculation of continuous employment.

Other Benefits During Leave

- 25.04 An employee returning to work from parental leave retains his/her service credits accumulated prior to taking leave.
- 25.05 If an employee elects to maintain coverage for group benefits, the Employer shall arrange for such payments to be made between the employee and the benefits provider. The Employer will pay its portion upon proof of payment by the employee.

Article 26
Compassionate Care Leave

- 26.01 For the purposes of this Article, the definition of family member means the employee's:
- (a) spouse, including common-law spouse;
 - (b) child or a child of the employee's spouse;
 - (c) parent or spouse of the parent; and
 - (d) any other person in accordance with the *Employment Insurance Act*.
- 26.02 An employee shall be granted up to eight (8) weeks of compassionate care leave without pay to provide care and support to a gravely ill family member if the Employer is provided with a certificate from a qualified medical practitioner stating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:
- (a) the day the certificate is issued; or
 - (b) if the leave was commenced before the certificate was issued, the day the leave was commenced.
- 26.03 An employee who intends to request compassionate care leave shall make every effort to provide reasonable notice to the Employer.
- 26.04 Leave granted under this Article shall be counted for the calculation of continuous employment.

Other Benefits During Leave

- 26.05 An employee returning to work from compassionate care leave retains his/her service credits accumulated prior to taking leave.
- 26.06 If an employee elects to maintain coverage for group benefits, the Employer shall arrange for such payments to be made between the employee and the benefits provider. The Employer will pay its portion upon proof of payment by the employee.

Article 27

Other Types of Leave

Court Leave with Pay

- 27.01 The Employer shall grant leave with pay to an employee for the period of time required:
- (a) to serve on a jury and the jury selection process;
 - (b) to answer a subpoena or summons to attend as a witness in any proceeding authorized by law to compel the attendance of witnesses,

provided the employee remits or assigns to the Employer any remuneration received by him/her as a result of serving on a jury, in the jury selection or as a witness, other than remuneration received as an allowance or reimbursement for expenses incurred in such duty.

Injury-on-duty Leave with Pay

- 27.02 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 the Workers' Safety and Compensation Commission that he/she is unable to perform his/her duties due to a compensable workplace injury provided the employee agrees to pay the Employer any amount received by him/her from the Commission for loss of wages in settlement of any claim he/she may have in respect of such injury or illness.

Paid Leave for Hunting, Fishing or Harvesting

- 27.03 Leave without pay, to a maximum of five (5) days per fiscal year, shall be granted on very short notice to an employee in order to meet traditional hunting, fishing or harvesting pursuits.

Paid Leave for Office Closing

- 27.04 Where the Employer closes its workplace or its operations due to weather, safety, by public order or circumstances beyond the control of the Employer, an affected employee shall be granted leave with pay for the duration of the closure.

Leave with or without Pay for Other Reasons

- 27.05 Notwithstanding any provision for leave in this Agreement, the Employer may at its sole discretion grant:
- (a) leave with or without pay for purposes other than those specified in this Agreement; and
 - (b) leave with or without pay in emergency or unusual circumstances;
 - (c) leave may not be granted in the following circumstances:
 - (i) Death of anyone other than family members set out in the Bereavement Article 23.01;
 - (ii) Reaffirmation of marriage vows;
 - (iii) Moving residences;
 - (iv) Babysitting for friends who are out of town;
 - (v) Taking relatives or friends to the airport;
 - (vi) Presenting or attending courses that are not job related or of general value to the Authority.

Discretionary Leave With or Without Pay

- 27.06
- (a) An employee with service up to the month of the fourth (4th) anniversary date is entitled upon request to four (4) days discretionary leave without pay.
 - (b) An employee with service from the fourth (4th) anniversary to the month of the tenth (10th) anniversary date is entitled to two (2) days discretionary leave with pay.
 - (c) An employee with service from the tenth (10th) anniversary date on will be entitled to four (4) days discretionary leave with pay.

Article 28

Education Leave and Professional Development

Education Leave

- 28.01 The Employer recognizes the benefits 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 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 take studies in some field in order to provide a service which the Employer requires or is planning to provide.

Article 29 **Job Description**

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

Article 30 **Employee Files and Performance Reviews**

Employee Files

- 30.01 Upon request of an employee, the personnel file of that employee shall be made available for his/her examination at reasonable times in the presence of an authorized representative of the Employer. Upon written authorization from an employee, the employee's Union Representative shall be entitled to view and obtain a photocopy that employee's personnel file.
- 30.02 Only one file per employee for the purposes of performance evaluation and discipline shall exist.
- 30.03 The record of any disciplinary action taken against an employee, including letters or notations of discipline, shall be removed from the employee's file and destroyed after eighteen (18) months following the disciplinary action, provided no additional disciplinary action of a similar nature was imposed within the eighteen (18) month period.

Performance Reviews

- 30.04 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 and may use the grievance procedure in Article 333 to correct any factual inaccuracies in his/her performance appraisal. Such performance appraisals shall be performed within one (1) month of the employee's anniversary date.
- 30.05 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 be made to develop the career potentials of each individual through in-service training, retraining, or any other facets of career development which may be available.

Article 31
Classification

- 31.01 If a new or revised classification is established which is not covered by the schedule of wages then in effect, the Employer shall before applying the new or revised classification, negotiate with the Union the rates of pay and the rules affecting the pay of employees for the classification affected. If the parties fail to reach agreement within sixty (60) days from the date on which the Employer submits the new or revised classification to the Union, the Employer may apply the new rates of pay and the Union may refer the matter to arbitration. The arbitrator's decision will be retroactive to the date of application of the new rates.

Article 32
Vacancies, Job Postings and Transfers

- 32.01 Every vacancy for positions expected to be more than three (3) months duration and every newly created position shall be posted on the Union notice board. The job posting shall state the job classification, rate of pay, shift and required qualifications of the job. An employee who wishes to apply for a position so posted shall do so on or before the closing date as advertised on the posting. The Employer shall endeavour to fill vacant positions through competitions internal to the Bargaining Unit.
- 32.02 Seniority shall be the governing factor in determining promotions and filling of jobs after posting, providing that the most senior employee possesses the necessary skill, ability and required qualifications to perform the normal requirements of the job.
- 32.03 No employee shall be transferred to another position outside the Bargaining Unit without his/her consent. If an employee is transferred to a position outside the Bargaining Unit, he/she shall retain his/her seniority accumulated up to the date of leaving the unit, but will not accumulate further seniority.
- 32.04 No employee shall be transferred to another position within the Bargaining Unit without his/her consent.

Article 33
Grievance Procedure and Arbitration

- 33.01 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 of an arbitral award;
 - (b) disciplinary action resulting in demotion, suspension, or a financial penalty;
 - (c) discharge; or

(d) letters or notations of discipline placed on an employee's personnel file.

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

Representation

33.03 If he/she so desires, an employee may be assisted and represented by the Union when presenting a grievance.

33.04 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 each level of the grievance procedure at the same time that the Employer's decision is conveyed to the employee.

33.05 The Union shall have the right to initiate and present a grievance at any level of the grievance procedure related to the application or interpretation of this Agreement.

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

Procedures

33.07 An employee and his/her supervisor shall be encouraged to meet and resolve any complaint prior to the employee filing a grievance. The employee may be assisted by a Representative should he/she so request.

33.08 An employee or the Union who wishes to present a grievance at any prescribed level of the grievance procedure shall transmit this grievance in writing to the Employer who shall forthwith:

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

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

33.09 A grievance shall be processed by providing it to the manager or his/her designate.

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

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

33.12 An employee may, by written notice to the Employer, withdraw his/her grievance provided that, where the grievance is one arising out of the application or

interpretation of this Agreement, or where the grievor is being represented by the Union, his/her withdrawal has the written endorsement of the Union.

Time Limits

- 33.13 A grievance may be presented in the manner prescribed in Article 33.08 within thirty (30) calendar days after the date on which the grievor first becomes aware of the action or circumstances giving rise to the grievance.
- 33.14 The Employer shall reply in writing to a grievance within seven (7) calendar days.
- 33.15 The time limits stipulated in this procedure may be extended by mutual Agreement between the Employer and the employee, and where appropriate, the Union.

Termination of Employment

- 33.16 No employee shall have his/her employment terminated without first being given notice in writing, with a copy to the Union, together with the reasons thereof, at least twenty-four (24) hours prior to the termination.

Arbitration

- 33.17 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement including any question as to whether a matter is arbitrable, or where an allegation is made that a term or condition of this Agreement has been violated, either of the parties may, after exhausting the grievance procedure in this Article, notify the other party in writing within twenty-one (21) days of the receipt of the reply at the Final Level, of his/her desire to submit the difference or allegation to arbitration.
- 33.18 (a) The parties agree that arbitration referred to in Article 33.17 shall be by a single arbitrator.
- (b) The parties will attempt to come to an agreement on the selection of an Arbitrator within thirty (30) calendar days of the date on which notification by either party to submit the difference or allegation to arbitration was made, or such further period as may be mutually agreed upon by the parties.
- (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.
- 33.19 (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.
- 33.20 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.
- 33.21 The Employer and the Union shall each pay one-half (1/2) of the remuneration and expenses of the Arbitrator and each party shall bear its own expenses of every such arbitration.

Article 34 **Technological Change**

- 34.01 The Employer agrees to provide as much advance notice as possible to the Union, but not less than one hundred and twenty (120) days, of any major technological change which would result in changes in the employment status of employees or in this Agreement. In addition, the Employer agrees to consult with the Union with a view to resolving problems which may arise as a result of the introduction of such technological change.
- 34.02 In cases where employees may require retraining, the Employer will make every reasonable effort to offer re-training including training courses.
- 34.03 When the implementation of technological change is initiated by the Employer and when agreement as to its implementation is not reached between the parties, either party may refer the matter to arbitration.

Article 35 **Seniority**

- 35.01 "Seniority" means the total length of service acquired by an employee from his/her date of hire.
- 35.02 Seniority accumulates when an employee is absent from work:
- (a) resulting from an occupational injury or illness covered by the Workers' Safety & Compensation Commission 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' Safety & Compensation Commission;

- (c) during any leave, provided that if the leave is for a period of time greater than thirty (30) working days, the seniority will cease to accrue after thirty (30) working days;
 - (d) during leave for Union business.
- 35.03 Seniority shall be lost when an employee:
- (a) voluntarily quits his/her employment with the Employer;
 - (b) is discharged for just cause;
 - (c) fails to report to work within fourteen (14) calendar days after receiving notice of recall;
 - (d) has been laid-off for a period of nine (9) months or longer.
- 35.04 Within thirty (30) calendar days after the signing of the Agreement and on April 1st every year thereafter, the Employer shall post a seniority list showing the seniority of each employee on all Union bulletin boards and provide a copy of the list to the Union.
- 35.05 An employee shall be considered to be on probation until he/she has worked six (6) months following the date of hire. If such employee continues in the employ of the Employer after the expiration of his/her probation, his/her length of service shall be computed from his/her date of hire. Probationary employees shall not exercise any seniority rights during their probationary period.

Article 36

Lay-off

- 36.01 There shall be no lay-off of any employee during the life of this Agreement except for lay-off resulting from lack of work or lack of funding.
- 36.02 In the event of lay-off, employees shall be laid off in reverse order of their seniority. Where the seniority of employees subject to lay-off is equal, lay-off will be according to qualifications.
- 36.03 The Employer shall give employees who are to be laid-off a minimum of two (2) weeks plus one additional week for each year of employment over two years, to a maximum of eight (8) weeks, notice in writing in advance of the effective date of lay-off, or award pay in lieu of the notice.
- 36.04 Laid-off employees shall be recalled in the order of their seniority, where jobs become available, provided they have the skill, ability and required qualifications to perform such jobs. Where laid-off employees' seniority is equal, recall will proceed according to qualifications.
- 36.05 The Employer shall give notice of recall personally or by registered mail.

- (a) Where notice of recall is given personally, the Employer shall deliver in duplicate a letter stating that the employee is recalled. In this instance, notice of recall is deemed to be given when served.
 - (b) Where notice of recall is given by registered mail, notice is deemed to be given three days from the date of mailing.
- 36.06 The employee shall keep the Employer advised at all times of his/her current address.
- 36.07 No new employees shall be hired until those laid off have been given the opportunity of recall.
- 36.08 With reference to a re-hire of an employee after a lay-off, his/her employment in the position held by him/her at the time he/she was laid off and his/her employment in the position to which he/she is hired shall constitute continuous employment provided such re-hire is within a period of nine (9) months.
- 36.09 Where an Employee ceases to be employed for reasons other than discharge with just cause, abandonment of position or rejection on probation and is re-employed within a period of one (1) month, those benefits which he/she has earned as a result of his/her past service with the Employer shall be reinstated.

Article 37 **No Contracting Out**

- 37.01 There shall be no contracting out of any Bargaining Unit work that results in the layoff, continuance of a layoff or a reduction in hours of any employee.

Article 38 **Civil Liability**

- 38.01 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, then, the employee upon being served with any legal process, or upon receipt of any action or proceeding, being commenced against him/her shall advise the Employer of any such notification or legal process;

Article 39 **Discharge and Discipline**

Just Cause

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

Progressive Discipline

- 39.02 The value of progressive discipline with the aim of being corrective in application is recognized by both parties. Wherever applicable discipline or discharge for just cause

should be proceeded by a documented record of counselling, warnings (oral or written) and/or suspensions. Discipline shall be applied uniformly in accordance with the Authority's Progressive Discipline Policy, and shall be appropriate to their cause.

- 39.03 When an employee is required to attend a meeting where discharge or discipline is to be imposed, or from which discharge or discipline may result, the Employer shall make every reasonable effort to provide twenty-four (24) hours notice of the meeting to the employee where practicable. The employee shall have the right to Union Representation (including a local union representative/steward) at the meeting and the notice of the meeting will advise the employee of his/her right to have a Representative of the Union present.

Time Limits

- 39.04 The Employer shall take disciplinary action against an employee within ten (10) working days of the date of the incident or within ten (10) working days of the date on which the Employer became aware of the incident.

Disciplinary Record

- 39.05 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

- 39.06 The record of an employee shall not be used against him/her at any time after eighteen (18) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports, provided no additional suspension or disciplinary action of a similar nature was imposed within the twelve (12) month period.

Article 40

Joint Union Management Communications

- 40.01 The Employer and the Union acknowledge the mutual benefits of joint discussions and agree to maintain Union Management communications on matters of mutual interest, except issues that are the subject of a grievance.
- 40.02 A representative of the Employer or the Union may request a meeting between the parties from time to time to discuss matters of mutual interest in the workplace.

Article 41

Occupational Health and Safety

- 41.01 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.

- 41.02 A copy of the *Safety Act* and Regulations, and any other applicable health and safety legislation and regulations, shall be readily accessible to each employee in the workplace.

Right to Refuse Dangerous Work

- 41.03 An employee shall have the right to refuse to work in dangerous situations.
- (a) An employee may refuse to do any particular act or series of acts at work which he has reasonable grounds to believe are dangerous to his health or safety, or the health or safety of any other person at the place of employment, until sufficient steps have been taken to satisfy him otherwise, or until a safety officer appointed under the *Safety Act* or his designated representative has investigated the matter and advised him otherwise.
- (b) No loss of wages or discriminatory action shall be taken against any worker by reason of the fact that he exercised the right conferred upon him in Article 41.03(a). No other employee shall be assigned to use or operate any machine, device, material or thing or perform any part of the work which is being investigated pending resolution of the situation.

First Aid

- 41.04 The Employer will offer First Aid and CPR courses to all employees in order to meet or exceed the minimum requirements under the *Safety Act* and regulations, including refresher courses required to maintain valid First Aid and CPR certificates at no cost to the employees. Employees shall take First Aid and CPR training during working hours.
- 41.05 The Employer will ensure that First Aid facilities at the worksite will be organized and maintained with such equipment and supplies as prescribed by the *Safety Act* and regulations.

Transportation of Injured Workers

- 41.06 The Employer shall provide, at no expense to the employee, appropriate transportation to the nearest medical facility, and from there to his/her home 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.

Accident and/or Injury Reports

- 41.07 Upon request an employee is entitled to copies of his/her accident and/or injury reports on file with the Employer.

Workplace Hazardous Materials Information Systems

- 41.08 The Employer shall facilitate the identification and labelling of new or presently used chemicals, substances or equipment present in the workplace including existing or potential hazards, precautions and antidotes or procedures to be followed following exposure.
- 41.09 The Employer will offer Workplace Hazardous Material Information Systems (WHMIS) training at the Employer's expense to ensure that all employees hold a valid certificate. The Employer shall provide WHMIS training during working hours.

Article 42

Personal Protective Equipment (PPE)

- 42.01 The Employer shall provide, at no cost to employees, all protective devices, clothing and other equipment necessary to properly protect employees from injury and unhealthy work conditions. The Employer shall make provisions for the proper cleaning and maintenance of all safety equipment and protective devices, and on-site laundering of clothing, at no cost to the employees.
- 42.02 The Employer will replace, at no cost to the employee, any safety equipment and clothing, referred to in Article 42.01, upon presentation of such worn or damaged items to the Employer.

Article 43

Trades and Maintenance

- 43.01 The Employer shall provide the following work clothing to all employees in operations at no cost to the Employee:
- (a) coveralls (2 pair summer and one pair winter);
 - (b) gloves (2 pairs lined gloves in winter, 2 pairs of unlined gloves in the summer) and as needed when presented to the Employer as worn or damaged;
 - (c) steel toed safety boots (1 pair every 2 years); and
 - (d) winter rated outdoor work jacket (1 every three years to a maximum of \$350.00)

Extreme Weather Conditions

- 43.02 Except in emergency circumstances, an employee shall not be required to work outside in extreme weather conditions.

Article 44

Apprentices

- 44.01 The following are agreed upon terms and conditions of employment for employees engaged as apprentices by the Employer:

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

Four Year Apprenticeship

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

- 44.02 An Apprentice on an apprenticeship training course shall be entitled to their hourly rate of pay up to their regularly scheduled hours of work and all other benefits, terms and conditions of employment provided in this Agreement.
- 44.03 Apprentices successfully completing their apprenticeship will be given preference in hiring on job vacancies. Where an Apprentice, after completing his/her apprenticeship, is hired directly into a job vacancy, all time spent as an Apprentice shall count towards continuous employment with the Employer.

Article 45
Term Employees

- 45.01 The Employer may hire term employees for a fixed period no longer than one (1) year. Term employees shall only be hired:
 - (a) as leave replacements;
 - (b) in relation to, or in support of, training; and
 - (c) where no qualified candidate is available to fill a vacant indeterminate position.
- 45.02 Where a term employee is to be hired under Article 45.01(c), the Employer shall advise the Union of the circumstances upon request.
- 45.03 Notwithstanding any other provision of this Agreement, the Employer may hire a term employee as a replacement for an employee who is elected as a full-time paid union officer under Article 11.11 for the duration of that leave and any extension thereof.

- 45.04 A term employee shall receive a minimum of two (2) weeks notice of termination of employment.
- 45.05 Casual Employees shall be paid their regular rate of pay and overtime if applicable and vacation pay at four (4) percent but no other benefits.

Article 46 **Duty Travel**

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

Entitlement

- 46.02 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

- 46.03 The cost of transportation is authorized as follows:
- (a) economy air travel
 - (b) where the use of a privately owned vehicle is authorized the employee will be provided with one (1) full tank of fuel every three (3) weeks of continuous employment.

Accommodation

- 46.04 (a) Where an employee is required to travel for work related reasons the Employer will arrange and pay for travel and accommodation costs.
- (b) Non-commercial Accommodation: where employees make private arrangements for overnight accommodation they may claim \$75.00 for each night.

Meals and Incidental Expenses

- 46.05 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 \$149.70 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 \$ 24.10
- (b) Lunch \$ 34.70

- (c) Dinner \$ 73.60
- (d) Incidentals \$ 17.30

(These rates are effective January 1, 2016)

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

Article 47 **Severance Pay**

Layoff

- 47.01 An employee who has one (1) year or more of continuous employment and who is laid off shall be paid severance pay at the time of layoff in the amount of two (2) weeks for each year of continuous employment to a maximum of sixteen (16) weeks.
- 47.02 Severance pay shall be prorated in respect to any period of continuous employment, which is less than a complete year.

Article 48 **Northern Allowance/Housing Allowance**

Northern Allowance

- 48.01 All employees shall be paid a Northern Allowance. This allowance shall be based upon an annual amount, and shall be divided by 2080 for employees whose normal hours of work are eight (8) per day; and by 1950 for employees whose normal hours of work are seven and one-half (7½) per day. The Northern Allowance shall be paid on all regular hours paid.
- 48.02 Effective January 1, 2016 the Northern Allowance shall be based on \$26,639 per year. This allowance will be increased at the same time and in the same amount as that contained in the collective agreement between the Government of Nunavut and the Public Service Alliance of Canada.
- 48.03 Effective April 1 of each year, eligible employees may elect to have up to 100% of their Northern Allowance held back by the Employer.

Prior to April 1 of each year, the Employer will allow each employee to make an election with respect to Northern Allowance. Employees who do not make an election will not have any Northern Allowance held back. An employee who elects to have 100% of his Northern Allowance held back cannot change the election except prior to the start of a subsequent fiscal year, which change shall be effective at the start of the subsequent fiscal year.

Article 49
Group Benefits Plan

- 49.01 The Northern Employee Benefits Services (NEBS) Group Benefit Plan {i.e. Basic Group Life Insurance (3 x annual salary); Accidental Death, Disease & Dismemberment (3 x annual salary); Dependants Insurance; and Long Term Disability (60% non-taxable)} and Short Term Disability (Weekly Indemnity 60% non-taxable) plan are terms and conditions of employment for all eligible employees. In addition the (NEBS) defined Benefit Pension Plan.
- 49.02 The Northern Employee Benefits Services (NEBS) Extended Health Care and Dental Insurance plans are optional plans available to each individual eligible employee.
- 49.03 The Employer shall advise the plan administrators of any adjustments to earnings subject to these plans, terminations of employees covered by these plans, new eligible employees under these plans, and other required data as determined by these plans without delay.
- 49.04 The Employer shall remit all required premiums for the plans under this Article within a reasonable period, and shall forward all claims under these plans in a timely manner.
- 49.05 The Employer shall distribute to all employees eligible for coverage under the plans in this Article all literature, statements and materials produced by NEBS and the insurers, which are intended for distribution to the employees. New eligible employees shall be provided with plan booklets upon hire and shall be enrolled in a timely manner.
- 49.06 All issues concerning the insurance plans, including issues of premiums (approximately a 50 / 50 split depending on tax effectiveness), and eligibility for benefits shall be determined by the benefit plans providers.

Article 50
Bilingual Bonus

- 50.01 All full-time and part-time indeterminate employees who communicate in both English and Inuktitut in day-to-day operations shall receive a bilingual bonus of \$300.00 per year. This shall be paid at the end of each fiscal year.

Article 51
Re-opener of Agreement and Mutual Discussions

Agreement Re-opener

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

Mutual Discussions

- 51.02 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 52
Duration and Renewal

- 52.01 The term of this Agreement shall be from January 1, 2015 to December 31, 2018.
- 52.02 Notwithstanding Article 52.01, the provisions of this Agreement, including the provisions for the adjustment of disputes in Article 33, 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.
- 52.03 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*.
- 52.04 Where notice to bargain collectively has been given under Article 52.03, 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.

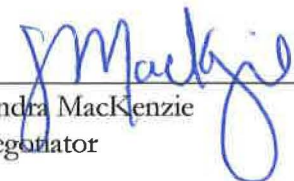
Signed this 15 day of July, 2016 at Kugaaruk, Nunavut.

Kugaaruk Housing Authority and the Public Service Alliance of Canada – Collective Agreement

For the Employer



Ron Sutton
Housing Manager



Sandra MacKenzie
Negotiator

For the Union




Jack Bourassa
Regional Executive Vice President - North



Yarina Pujardjok
Committee Member



Barnaby Immingark
Committee Member



Joshua Paddon
Negotiator

Schedule A
Hourly Rates of Pay

Position	January 1, 2015 (2.00%)	January 1, 2016 (2.00%)	January 1, 2017 (2.50%)	January 1, 2018 (2.50%)
Maintenance Foreman	34.28	34.97	35.84	36.74
Tenant Relations Officer	34.99	35.69	36.58	37.49
Maintenance Clerk	22.29	22.73	23.30	23.88
Housing Maintainer				
Journeyman	31.40	32.02	32.82	33.64
Non-Journeyman	24.12	24.61	25.22	25.85
Casual	16.65	16.98	17.40	17.84

Letter of Understanding #1
Between The
Public Service Alliance of Canada
And The
Kugaaruk Housing Authority

The parties agree that notwithstanding Article 21.01, Vacation Leave, will receive the provisions of clause 21.01 (b).

Signed this ____ day of _____, 2016 at Kugaaruk, Nunavut.

For the Employer

For the Union

Letter of Understanding #2

Between The

Public Service Alliance of Canada

And The

Kugaaruk Housing Authority

The parties agree that casual employees on strength as of the date of Ratification, whose rate of pay exceeds that outlined in Schedule A, shall continue to receive their current rate of pay, plus economic increases as provided in Schedule A.

Signed this ____ day of _____, 2012 at Kugaaruk, Nunavut.

For the Employer

For the Union

Letter of Understanding #3

Authority Vehicle Use

**Between The
Public Service Alliance of Canada
And The
Kugaaruk Housing Authority**

Vehicles owned by the Authority are for work purposes only. Vehicles should not be used for personal use during lunch, break, or for any other purposes without prior approval from the Employer.

Signed this _____ day of _____, 2016 at Kugaaruk, Nunavut.

For the Employer

For the Union

