

# **Collective Agreement**

**between**

## **Public Service Alliance of Canada**

(As Represented by its Agent, Nunavut Employees Union)

**and**

## **Pond Inlet Housing Association**

**Effective From: April 1<sup>st</sup>, 2017**  
**To: March 31<sup>st</sup>, 2020**

**Nunavut Employees Union**  
**Box 869,**  
**Iqaluit NU X0A 0H0**

**Pond Inlet Housing Association**  
**P.O. Box 460,**  
**Pond Inlet NU X0A 0S0**

**12546 (07)**

## TABLE OF CONTENTS

Article 1 Purpose of Agreement.....	2
Article 2 Interpretation and Definitions.....	2
Article 3 Recognition .....	5
Article 4 Human Rights.....	5
Article 5 Application.....	7
Article 6 Security of Agreement.....	8
Article 7 Managerial Responsibilities .....	8
Article 8 Employer Directives.....	8
Article 9 Restriction on Outside Employment.....	8
Article 10 Civil Liability.....	9
Article 11 Strikes and Lockout .....	9
Article 12 Check Off .....	9
Article 13 Union Access to Employer Premises .....	10
Article 14 Information .....	10
Article 15 Union Representatives and Union Time-Off.....	11
Article 16 Designated Paid Holidays.....	13
Article 17 Religious Observance.....	14
Article 18 Leave – General.....	15
Article 19 Vacation Leave.....	15
Article 20 Special Leave.....	17
Article 21 Sick Leave.....	19
Article 22 Maternity Leave and Parental Leave .....	20
Article 23 Self-Funded Leave .....	25
Article 24 Other Types of Leave .....	25
Article 25 Hours of Work .....	27
Article 26 Pay .....	28
Article 27 Overtime.....	30
Article 28 Reporting Pay, Call-back Pay, Standby Pay .....	31
Article 29 Classification .....	32
Article 30 Transfers and Vacancies .....	33
Article 31 Employee Files.....	33
Article 32 Adjustment of Disputes.....	34
Article 33 Labour/Management Committee .....	37
Article 34 Employee Assistance Program.....	38
Article 35 Health and Safety .....	39
Article 36 Uniforms and Protective Clothing .....	41
Article 37 Trades and Working Conditions.....	42
Article 38 Apprentices .....	43
Article 39 Job Security.....	44
Article 40 Term and Casual Employees.....	45
Article 41 Northern Allowance .....	46
Article 42 RRSP and Group Benefits Plans .....	47
Article 42 Social Justice Fund .....	48
Article 44 Re-opener of Agreement and Mutual Discussions .....	48
Article 45 Duration and Renewal.....	49
Memorandum #1 Christmas Shut Down .....	50
Appendix A - Rates of Pay .....	51
Appendix B - Wage Rate Notes.....	54

## **Article 1**

### **Purpose of Agreement**

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

## **Article 2**

### **Interpretation and Definitions**

- 2.01 For the purpose of this Agreement:
- (a) "Agreement" means this Collective Agreement;
  - (b) "Alliance" means the Public Service Alliance of Canada;
  - (c) "Allowance" means compensation payable to an employee in addition to his/her regular remuneration payable for the performance of the duties of his/her position;
  - (d) "Association" means the Pond Inlet Housing Association;
  - (e) "Bargaining Unit" means all employees of the Association excluding the Manager, Maintenance Manager and casual employees;
  - (f) "Casual employee" means a person employed by the employer for work of a temporary nature. The Employer shall not employ a series of casual employees in lieu of filling a new or vacant position;
  - (g) A "common-law spouse" relationship is said to exist when for a continuous period of at least one (1) one year, an employee has lived with a person, publicly represented that person to be their spouse, and lives and intends to continue to live with that person as if that person were their spouse;

- (h) "Continuous service" means uninterrupted employment with the Employer. Where an employee ceases to be employed for a reason other than dismissal, abandonment of position or rejection on probation and is re-employed within a period of three months, his/her period of employment for purposes of sick leave, vacation entitlement and travel benefits shall be considered as continuous service with the Employer;
- (i) "Day of Rest" in relation to an employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of his/her position other than by of his/her being on leave of absence;
- (j) "Demotion" means the appointment of an employee for reasons of unsatisfactory performance, incompetence or incapacity to a new position for which the maximum pay is less than that of his/her former position;
- (k) "Employee" means a member of the Bargaining Unit;
- (l) "Employer" means the Association;
- (m) "Fiscal Year" means the period of time from April 1 in one year to March 31 in the following year;
- (n) "Grievance" means a difference which arises between the Union and the Employer and/or between an employee and the Employer relating to the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable; disciplinary action resulting in demotion, suspension or financial penalty; dismissal; and letters or notations of discipline placed on an employee's personnel file;
- (o) "Holiday" means the twenty-four (24) hour period commencing at 12 o'clock midnight at the beginning of a day designated as a paid holiday in this Agreement;
- (p) "Indeterminate Employee" means an employee employed in a position designed as a regular full-time position by the Employer and who has completed the probationary period;
- (q) "Lay-Off" means an employee whose employment has been terminated because of lack of work or lack of funding;
- (r) "Leave of Absence" means absence from duty with the Employer's permission;
- (s) "Lieu Time" means the equivalent leave with pay taken in lieu of cash payment;
- (t) "Manager" means the Secretary Manager of Pond Inlet Housing Association;

- (u) "Membership Fees" means the fees established pursuant to the by-laws of the Union as the fees payable by the members of the Bargaining Unit and shall not include any other levy;
- (v) "Overtime" means work performed by an employee before or after or in excess or outside of his/her usually scheduled hours of work;
- (w) "Part-time Employee" means an employee who is employed by the Employer on an indeterminate basis who is employed for less than a standard workday, workweek or work-month;
- (x) "Probation" means a period of six (6) months from the day upon which an employee is first hired. When an employee has been transferred or promoted from within, probation means a period of three (3) months. If an employee does not successfully complete his/her probationary period on transfer or promotion, the Employer shall appoint him/her to his/her former position;
- (y) "Promotion" means the appointment of an employee to a new position, the rate of pay of which exceeds that of his/her former position;
- (z) "Rates of Pay":
  - (i) "Annual rate of pay" means an employee's hourly rate of pay multiplied by 1956.6,
  - (ii) "biweekly weekly rate of pay" means an employee's hourly rate of pay multiplied by 75,
  - (iii) "weekly rate of pay" means an employee's hourly rate of pay multiplied by 37.5; and ,
  - (iv) "daily rate of pay" means an employee's hourly rate of pay multiplied by 7.5;
- (aa) "Representative" means an employee who has been elected or appointed as a steward or who represents the Union at meetings with management and who is authorized to represent the Union;
- (bb) "Seniority" means length of service with the Employer and is applied on a Bargaining Unit basis;
- (cc) "Temporary Layoff" means an employee whose employment has been discontinued:
  - (i) for period of up to one (1) month due to lack of work or funding; and
  - (ii) for one (1) day per week for a period of up to three (3) months due to lack of work or funding.

When temporary layoffs are necessary, the reasons for the temporary layoff shall be discussed with the Union and the method of implementation shall be mutually agreed with the Union;

- (dd) "Transfer" means the appointment of an employee to a new position, which does not constitute a promotion or demotion;
  - (ee) "Week" for the purpose of this Agreement shall be deemed to commence on Monday and terminate at midnight on Sunday;
  - (ff) "Union" means the Public Service Alliance of Canada as represented by its agent, the Nunavut Employees Union.
- 2.02 Except as otherwise provided in this Agreement, expressions used in this Agreement:
- (a) if defined in the *Labour Standards Act* or in the Regulations made thereunder, have the same meaning as given to them in the *Interpretation Act*; and
  - (b) if defined in the *Interpretation Act*, but not defined in the Act mentioned in paragraph (a), have the same meaning as given in the *Interpretation Act*.
- 2.03 Where the masculine gender is used, it shall be considered to include the feminine gender unless any provision of this Agreement otherwise specifies.
- 2.04 "May" shall be regarded as permissive and "Shall" and "Will" as imperative.

### **Article 3** **Recognition**

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

### **Article 4** **Human Rights**

#### Freedom from Discrimination

- 4.01 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, gender identity or expression, marital status, family status, pregnancy, lawful source of income, political affiliation, conviction for which a pardon has been granted, union membership or activity, or for exercising their rights under this Agreement.

#### Freedom from Sexual Harassment

- 4.02 "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.
- 4.03 Every employee is entitled to employment free of sexual harassment.
- 4.04 The Employer will make every reasonable effort to ensure that no employee is subjected to sexual harassment.
- 4.05 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.
- 4.06 The Employer will not disclose the name of the complainant or the circumstances related to the complaint to any person except where disclosure is necessary for the purposes of investigating the complaint or taking disciplinary measures in relation thereto.
- 4.07 The Employer shall, after consulting with the employees, 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.

#### Equal Pay for Work of Equal Value

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

#### Physical or Mental Disability

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

#### Freedom from Workplace Violence

- 4.10 "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, abuse of authority, and intrusive behaviours of a physical or emotional nature.
- 4.11 Every employee is entitled to employment free of workplace violence.

- 4.12 The Employer will make every reasonable effort to ensure that no employee is subjected to workplace violence.
- 4.13 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.
- 4.14 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.
- 4.15 The Employer will not disclose the name of the complainant or the circumstances related to the complaint to any person except where disclosure is necessary for the purposes of investigating the complaint or taking disciplinary measures in relation thereto.
- 4.16 The Employer shall, after consulting with the employees, 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.

## **Article 5** **Application**

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

### Part-time Employees

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

### Agreement Costs

- 5.03 The Employer and the Union will share equally all the costs associated with the printing, Inuktitut translation and distribution of the Collective Agreement. The Union will facilitate said printing and distribution.

### Inuktitut Translation

- 5.04 In the event of any dispute concerning an interpretation of any provision of this Agreement, the English version shall govern.

## **Article 6**

### **Security of Agreement**

#### Future Legislation

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

#### Conflict of Provisions

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

## **Article 7**

### **Managerial Responsibilities**

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

## **Article 8**

### **Employer Directives**

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

## **Article 9**

### **Restriction on Outside Employment**

- 9.01 An Employee can carry on any business or employment outside his/her regularly scheduled hours of duty without interference from the Employer subject to Article 9.02. The employee will however provide written notice of such activities to the Employer promptly upon commencement.
- 9.02 Employees are prohibited from carrying on any business or employment outside their regularly scheduled hours of duty when such business or employment is such that:
- (a) a conflict of duties may develop between an employee's regular work or requested overtime and his/her outside interests; and

- (b) certain knowledge and information available only to Pond Inlet Housing Association personnel place the individual in a position where he/she can exploit the knowledge or information for personal gain.

## **Article 10** **Civil Liability**

- 10.01 If any action or proceeding is brought against any employee or former employee by a third party for an alleged tort committed by him/her in the performance of his/her duties, the Employer shall protect the employee from damages and costs including legal costs according to the conditions of a general liability insurance policy, which shall be maintained at all times to protect such employees in the event of these actions and costs. This Article shall not apply for any intentional acts or intentional omissions by any employee.

## **Article 11** **Strikes and Lockout**

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

## **Article 12** **Check Off**

- 12.01 The Employer will deduct an amount equal to the amount of membership dues from the pay of all employees in the Bargaining Unit.
- 12.02 The Alliance shall inform the Employer in writing of the authorized deduction to be checked off for each employee within the Bargaining Unit.
- 12.03 For the purpose of applying Article 12.01, deductions from 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.
- 12.04 No employee organization, other than the Alliance, shall be permitted to have membership fees deducted by the Employer from the pay of the employees in the Bargaining Unit.
- 12.05 The amount deducted in accordance with Article 12.01 shall be remitted to the Comptroller of the Alliance by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on his/her behalf.

- 12.06 The Alliance agrees to indemnify and save harmless the Employer against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer.
- 12.07 The Employer agrees to identify annually on each employee's T4 slip the total amount of Union dues deducted for the preceding year.

### **Article 13**

#### **Union Access to Employer Premises**

- 13.01 Upon reasonable notice, the Employer shall permit access to its work premises of a representative of the Union. The representative will advise the Association of the purpose of the visit and its anticipated duration, and will not disrupt the operations of the Association staff. Permission to enter the Employer's premises shall not be unreasonably denied.

### **Article 14**

#### **Information**

- 14.01 The Employer agrees to provide the Union on a monthly basis, with information concerning the identification of each employee in the Bargaining Unit by forwarding to the Union a copy of the information provided to the Alliance under the provisions of Article 12.05.
- 14.02 The Employer shall indicate which employees have been recruited or transferred and those employees who have been stuck off strength during the period reported.
- 14.03 The Employer shall provide each employee with a copy of the Collective Agreement.

#### **Provision of Bulletin board space and Other Facilities**

- 14.04 The Employer shall provide bulletin board space in the office and shop clearly identified for exclusive Union use for the posting of notice pertaining to elections, appointments, meeting dates, news items and social and recreational affairs.
- 14.05 The Employer may make available to the Union specific locations on the premises for the placement of bulk quantities of literature of the Union.
- 14.06 The Employer may make available to the Union and the members of the Bargaining Unit a suitable meeting room to be used from time to time for the conducting of business relating to the Bargaining Unit.
- 14.07 The Employer may deliver any mail originating from the Union addressed to members in accordance with the Employer's normal internal mail distribution system.

## **Article 15**

### **Union Representatives and Union Time-Off**

#### Appointment of Representatives

- 15.01 The Employer acknowledges the right of the Union to appoint employees as representatives. The Union will provide the Employer with the name of its representative and alternate within a reasonable period. The Employer will not be required to recognize a representative until so advised by the Union.

#### Time-off for Union Business, Conciliation or Arbitration Hearings

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

#### Employee called as a Witness

- 15.03 The Employer will grant leave with pay to an employee called as a witness before a Conciliation or Arbitration Board hearing, or under a grievance or arbitration proceeding, except for an employee under suspension with pay.

#### Arbitration Hearing (Grievance)

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

#### Employee who acts as a Grievance Representative

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

#### Grievance Process

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

#### Contract Negotiations Meetings

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

#### Union Full Executive Meetings, Congress and Conventions

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

#### Representatives Training Course

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

#### Time-Off for Representative

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

#### Leave for NEU Paid Officers

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

## **Article 16**

### **Designated Paid Holidays**

16.01 The following days are designated paid holidays for employees covered by this Collective Agreement

- (a) New Year's Day;
- (b) Good Friday;
- (c) Easter Monday;
- (d) The days fixed by proclamation of the Governor in Council for the celebration of the Birthday of the Sovereign;
- (e) Canada Day;
- (f) Nunavut Day;
- (g) The first Monday in August;
- (h) Labour Day;
- (i) The day fixed by Order of the Government of Nunavut as a general day of Thanksgiving;
- (j) Remembrance Day;
- (k) Christmas Day;
- (l) Boxing Day;
- (m) One (1) additional day when proclaimed by an Act of Parliament as a National Holiday;
- (n) One (1) additional day when proclaimed by the Mayor of Pond Inlet or a Hamlet Day under the *Hamlets Act*, whichever day comes first during the year; and
- (o) One (1) additional day will be observed when proclaimed by an Act of Nunavut as a territorial holiday.

16.02 Article 16 does not apply to an employee who is absent without pay on both the working day immediately preceding and the working day following the Designated Paid Holiday.

### Holiday falling on a Day of Rest

- 16.03 When a day designated as a holiday under Article 16 coincides with an employee's day of rest, the holiday shall be moved to the employee's first working day following his/her day of rest.
- 16.04 When a day designated as a holiday for an employee is moved to another day under the provisions of Article 16.03:
- (a) work performed by an employee on the day from which the holiday was moved shall be considered as work performed on a day of rest; and
  - (b) work performed by an employee on the day to which the holiday was moved, shall be considered as work performed on a holiday.
- 16.05 When the Employer requires an employee to work on a Designated Paid Holiday as overtime, he/she shall be paid in addition to the pay that he/she would have been granted had he/she not worked on the holiday:
- (a) one and a half (1½) times his/her hourly rate for the first four (4) hours worked;
  - (b) twice (2 times) his/her hourly rate for hours worked in excess of four (4) hours; and
  - (c) through mutual agreement between the Employer and the employee, time off in lieu of cash payment may be granted at a later date convenient to both the employee and the Employer.
- 16.06 Where a day that is a designated holiday for an employee falls within a period of leave with pay, the holiday shall not count as a day of leave.

## **Article 17** **Religious Observance**

- 17.01 The Employer shall make every reasonable effort to accommodate an employee who requests time off to fulfill his or her religious obligations.
- 17.02 Employees may, in accordance with the provision of this Agreement, request vacation leave or leave without pay in order to fulfill their religious obligations.
- 17.03 Notwithstanding clause 17.02, 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 or her religious obligations. The number of hours with pay so granted must be made up hour for hour within a period of two (2) months, at times agreed to by the Employer. Hours worked as a result of time off granted under this shall not be compensated nor should they result in any additional payments by the Employer.

17.04 An employee who intends to request leave or time off under this Article must give notice in writing to the Employer as far in advance as possible but no later than four (4) weeks before the requested period of absence.

**Article 18**  
**Leave – General**

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

- (a) his/her death; or
- (b) lay-off instituted at any time after he/she has completed one (1) year of continuous service.

18.02 During the month of April in each year, the Employer shall inform in writing each employee in the Bargaining Unit of the balance of his/her special, sick and vacation leave credits and accumulated lieu time balance as of the 31<sup>st</sup> day of March.

**Article 19**  
**Accumulation of Vacation Leave**

19.01 For each hour that an employee receives pay he or she shall earn vacation leave at the following rates:

Completed Years of Continuous Service	Hourly Entitlement
0 – 2 years	0.057498
2+ - 8 years	0.076664
8+ - 13 years	0.080497
13+ - 18 years	0.095830
More than 18 years	0.114995

19.02 The accumulated service for part-time employees shall be counted for the vacation leave entitlements in section (a) of this Article.

19.03 In granting vacation leave with pay for all employees, and subject to operational requirements, the Employer shall make every reasonable effort:

- (a) to schedule vacation leave for all employees in the fiscal year in which it is earned;
- (b) not to recall an employee to duty after he/she has proceeded on vacation leave;
- (c) to grant the employee his/her vacation leave during the fiscal year in which it is earned at a time specified by the employee;
- (d) to grant the employee vacation leave for at least up to four (4) consecutive weeks depending upon his/her vacation entitlements when so requested by the employee;
- (e) to grant employees their vacation leave preference and whereas between two or more employees who have expressed a preference for the same period of vacation leave, length of service with the Employer shall prevail;
- (f) where the operational requirements are such that an employee is not permitted to take his/her vacation leave during the months of June to September inclusive in one fiscal year, special consideration will be given to his/her being granted his/her vacation leave during the months of June to September in the next fiscal year; and
- (g) to grant the employee his/her vacation leave when specified by the employee within a reasonable period after the request has been received. Where the Employer has proposed to deny the vacation leave requested by the employee, the Employer shall provide the employee with the reasons in writing, for such denial of vacation leave.

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

- (a) is granted leave when there is a death in his/her immediate family as defined in Article 0;
- (b) is granted leave with pay because of illness in the immediate family as defined in Article 0; or
- (c) is granted sick leave on production of a medical certificate;

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

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

19.06 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; and
- (c) in returning to the place from which he/she was recalled if he/she immediately resumes vacation upon completing the assignment for which he/she was recalled;

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

19.07 The employee shall not be considered as being on vacation leave during any period in respect of which he/she is entitled under Article 19.06 to be reimbursed for reasonable expenses incurred by him/her.

19.08 Where an employee dies or otherwise terminates his/her employment, the employee or his/her estate shall, in lieu of earned but unused vacation leave, be paid an amount equal to the product obtained by multiplying the number of days earned but unused vacation leave by the daily rate of pay applicable to the employee immediately prior to the termination of his/her employment.

19.09 An employee whose employment is terminated by reason of a declaration that he/she abandoned his/her position is entitled to receive the payment referred to in Article 19.08. If after reasonable efforts, the Employer is unable to locate the employee within six (6) months of termination, his/her entitlement shall lapse.

#### Travel Time

19.10 Every full-time employee shall be granted three (3) days travel time with pay in addition to their vacation leave once each fiscal year, provided he/she has completed at least nine (9) months of continuous service with the Employer.

## **Article 20** **Special Leave**

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

- (a) “.5833 of a day” for each calendar month for which he/she receives pay for at least seventy-five (75) hours for full-time employees, or
- (b) “.2917 of a day” for each calendar month for which he/she receives pay for at least thirty-seven and one half (37.5) hours for part-time employees.

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

- 20.02 For the purposes of this Article, immediate family is defined as an employee's father, mother, brother, sister, spouse, common-law spouse, child, grandparent, grandchild, father-in-law, mother-in-law and any relative permanently residing in the employee's household or with whom the employee permanently resides.
- 20.03 The Manager shall grant special leave earned with pay for a period of up to five (5) consecutive working days:
- (a) when there is a death in the employee's immediate family;
  - (b) where a member of the immediate family becomes ill (not including childbirth) and the employee is required to care for his/her dependents or for the sick person;
  - (c) where a member of the immediate family residing outside the employee's community of residence becomes seriously ill; or
  - (d) in the event of a death of the employee's son-in-law, daughter-in-law, brother-in-law or sister-in law.
  - (e) when an employee is to be married
- 20.04 Depending on need, an Employee may request up to three (3) consecutive working days and the Manager shall grant special leave earned with pay in the event of a death of the employee's aunt, uncle, niece, nephew or cousin.
- 20.05 At the employee's discretion up to two (2) days of special leave shall be granted for purposes of bereavement in the event of the death of a person to whom the employee was personally close.
- 20.06 The Manager shall grant special leave earned with pay for a period of up to five (5) total working days per fiscal year when an employee's return to duty from approved or a weekend leave is delayed as a result of being caught out on the land or water during severe weather conditions provided that the employee makes every reasonable effort to avoid being caught unawares and tries to report for duty. This benefit also applies to employees whose air transportation is tied-up because of weather."
- 20.07 The Manager may grant special leave earned with pay for a period of up to five (5) cumulative working days per fiscal year, inclusive of any leave granted under Article 20.06, when an employee not on approved leave is delayed as a result of being caught out on the land or water during severe weather conditions provided that the employee makes every reasonable effort to avoid being caught unawares and tries to report for duty. This benefit also applies to employees whose air transportation is tied-up because of weather.

### Birth and Adoption

- 20.08 An employee shall be granted special leave with pay for one (1) working day on the occasion of the birth or adoption of his/her child if the child is born or adopted in Pond Inlet and up to three (3) days if the child is born or adopted outside of the community. This leave may be divided into two parts and taken on separate days. Under special circumstances the Employer may extend this period to a maximum of ten (10) working days.

### Discretionary Leave

- 20.09 Subject to operational requirements, an employee may be entitled to take one (1) discretionary day each fiscal year using special leave credits earned, provided advance notice of at least one day is given to the Employer.
- 20.10 The provisions of this Article do not apply to an employee who is on leave of absence without pay, laid off or under suspension.

## **Article 21** **Sick Leave**

### Credits

- 21.01 An employee shall earn sick leave credits at the rate of one and one-quarter (1<sup>1</sup>/<sub>4</sub>) days for each calendar month for which he/she receives pay for at least seventy-five (75) hours.
- 21.02 Subject to (a) and (b) below and to the remainder of this Article, all absences on account of illness on a normal working day shall be charged against an employee's accumulated sick leave credits.
- (a) There shall be no charge against an employee's sick leave credits when his/her absence on account of illness is less than one-half day and the employee has been on duty for at least two hours.
- (b) Where the period of absence on account of illness is at least one-half day but less than a full day, one-half day only shall be charged as sick leave.
- 21.03 Unless otherwise informed by the Employer, an employee must sign a statement stating that because of this illness or injury, he/she was unable to perform his duties.
- 21.04 An employee is required to produce a certificate from a qualified medical practitioner, certifying that such employee is unable to carry out his/her duties due to illness:
- (a) for sick leave in excess of three (3) consecutive 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 twelve (12) days wholly on the basis of the statements signed by him/her; and
  - (c) an employee is not eligible for sick leave with pay for any period in which he/she is on leave of absence without pay, laid-off or under suspension.
- 21.05 Where leave of absence without pay is authorized for any reason, or an employee is laid-off because of lack of work, and the employee returns to work upon expiration of such leave of absence or lay-off, he/she shall earn sick leave credits in accordance with Article 0 and shall retain any unused sick leave existing at the time of lay-off or commencement of leave without pay.
- 21.06 In circumstances where sick leave would be authorized but the employee has insufficient or no sick leave credits, at the discretion of the Employer, he/she may be granted sick leave in advance to a limit of ten (10) days, which shall be charged against future credits as earned. If the employee dies before authorized unearned sick leave has been liquidated, no recovery shall be made from the employee's estate.
- 21.07 When an employee is granted sick leave with pay and injury-on-duty is subsequently approved for a concurrent period, there shall be no charge against his/her sick leave credits for the period of concurrency.

#### Transportation to Medical Centre Travel Time

- 21.08 Every employee who is proceeding to a medical centre outside of Pond Inlet may, with the approval of the Association, be granted leave of absence with pay which is to be charged against his sick leave credits for the lesser of four (4) days or the actual time taken to travel from his post to the medical centre and return. The employee must apply for leave and submit a copy of the Medical Appointment and itinerary in advance of leave being granted.

## **Article 22**

### **Maternity Leave and Parental Leave**

#### Maternity Leave

- 22.01 An employee who becomes 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. At the employee's request the Employer shall give her, within one week of her request, a clear understandable information package about maternity leave requirements and benefits.

22.02 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.

22.03 Leave granted under this Article shall be counted for the calculation of "continuous service".

Maternity-related Reassignment or Leave

22.04 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 of absence without pay for the duration of her pregnancy.

Maternity Leave Allowance

22.05 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 employment insurance benefits pursuant to Section 22, *Employment Insurance Act*, shall be paid a maternity leave allowance.

22.06 A recipient under Article 22.05 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 maternity leave, unless this date is modified with the Employer's consent.

22.07 Should the employee fail to return to work, except by reason of death, disability or lay-off, as per the provision of Article 22.06, the employee recognizes that she is indebted to the Employer for the amount received as maternity 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.

22.08 No employee shall be laid off, transferred or relocated while on, or within six (6) months of her return, from maternity leave without the consent of the employee, the Employer and the Union.

22.09 In respect of the period of maternity leave, payments of maternity leave allowance will consist of the following:

- (a) (i) For the first week, payments equivalent to ninety-three percent (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 employment insurance benefits she is eligible to receive and ninety-three percent (93%) of her weekly rate of pay;
- (ii) Where an employee has received the full fifteen (15) weeks of maternity benefit under Employment Insurance and thereafter remains on maternity leave without pay, she is eligible to receive a further maternity allowance, for a period of one (1) week, ninety-three percent (93%) of her weekly rate of pay.
- (b) (i) for a full-time employee the weekly rate of pay referred to in Article 22.09 (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 in Article 22.09 (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 maternity leave.
- (iii) Employees have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan.
- (iv) 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 22.09(a), the payments shall be adjusted accordingly.

#### Other Benefits During Maternity Leave

22.10 An employee returning to work from maternity leave retains her service credits accumulated prior to taking leave.

22.11 If an employee elects to maintain coverage for medical, group life and other benefits, the Employer will pay both portions of these premiums. The Employer will recover monies paid on behalf of the employee share of premiums when the employee returns to work or terminates.

22.12 Illness arising due to pregnancy during employment and prior to this leave of absence may be charged to normal sick leave credits.

### Parental Leave

- 22.13 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 sixty-three (63) consecutive weeks. This leave without pay shall be taken during the seventy-eight (78) week period immediately following the day the child was born or, in the case of adoption, within the seventy-eight (78) week period from the date the child comes into the employee's care and custody.
- 22.14 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.
- 22.15 Leave granted under this Article shall be counted for the calculation of "continuous service".

### Parental Leave Allowance

- 22.16 After completion of six (6) months continuous employment, an 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.
- 22.17 A recipient under Article 22.16 shall sign an agreement with the Employer providing:
- (a) that he/she will return to work and remain in the Employer's employ for a period of at least six (6) months after his/her return to work;
  - (b) that he/she will return to work on the date of the expiry of his/her parental leave without pay unless this date is modified with the Employer's consent.
- 22.18 Should the employee fail to return to work in accordance with the provisions of Article 22.17, 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.
- 22.19 No employee shall be laid off, transferred or relocated while on, or within six (6) months of his/her return, from parental leave without the consent of the employee, the Employer and the Union.
- 22.20 (a) For the period of parental leave without pay taken by an employee who has not taken maternity leave without pay, or who has taken maternity leave

without pay and has not received a maternity leave allowance, parental leave allowance payments shall be equivalent to ninety-three percent (93%) of the employee's weekly rate of pay for the first two (2) weeks, and for an additional thirty-five (35) weeks, payments equivalent to the difference between the employment insurance benefit the employee is eligible to receive and ninety-three percent (93%) of the employee's weekly rate of pay.

- (b) In the event that an employee elects to take leave in excess of thirty-five (35) weeks, the top up provided under this clause shall not exceed the amount which the employer would be required to have provided had the employee elected to take thirty-five (35) weeks of leave.
- 22.21 For the period of parental leave without pay taken by an employee who has taken maternity leave without pay and received a maternity leave allowance, parental leave allowance payments will be equivalent to the difference between the employment insurance benefit she is eligible to receive and ninety-three percent (93%) of the employee's weekly rate of pay for a period of thirty-five (35) weeks.
- 22.22 (a) For a full-time employee the weekly rate of pay referred to in Articles 22.20 and 22.21 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 maternity leave without pay, as the case may be.
- (b) For a part-time employee the weekly rate of pay referred to in Articles 22.20 and 22.21 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 maternity 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 maternity leave without pay.
- 22.23 Employees have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan.
- 22.24 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 payments shall be adjusted accordingly.
- 22.25 Parental leave without pay utilized by an employee couple, both of whom are employed by the Employer, in conjunction with maternity leave shall not exceed a total of seventy-eight (78) weeks.
- 22.26 Parental leave without pay taken by an employee in conjunction with maternity leave shall be taken immediately after the termination of maternity leave and the duration of both periods of leave without pay combined shall not exceed a total of seventy-eight (78) weeks.
- 22.27 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 fifty-two

(52) weeks for both employees combined, and parental leave without pay taken by an employee couple shall not exceed a total of seventy-eight (78) weeks for both employees combined.

Other Benefits During Parental Leave

- 22.28 An employee returning to work from parental leave retains his/her service credits accumulated prior to taking leave.
- 22.29 If an employee elects to maintain coverage for medical, group life and other benefits, the Employer will pay both portions of these premiums. The Employer will recover monies paid on behalf of the employee share of premiums when the employee returns to work or terminates.

**Article 23**  
**Self-Funded Leave**

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

**Article 24**  
**Other Types of Leave**

Court Leave

- 24.01 Subject to Article 24.02 below, leave of absence shall be given to employees who are required to serve duty or by subpoena or summons to attend as a witness in any proceeding held before a:
- (a) grand jury or in or under the authority of a court of justice;
  - (b) court, judge, magistrate, or coroner;
  - (c) Senate or House of Commons of Canada, or a committee of the Senate or House of Commons, otherwise than in the performance of the duties of his/her position;
  - (d) legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it; or

- (e) arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

24.02 An employee shall remit to the Employer any remuneration received by him/her as a result of serving on a jury or as a witness upon receipt, other than remuneration received as an allowance or reimbursement for expenses incurred in such duty.

Casual leave

24.03 Employees may be granted casual leave with pay.

Leave for Hunting, Fishing or Harvesting

24.04 Leave without pay may be granted on very short notice to an employee in order to meet traditional hunting, fishing or harvesting pursuits. Such leave shall not be unreasonably denied

Leave for Other Reasons

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

Compassionate Care Leave

- 24.06 (a) Both parties recognize the importance of access to compassionate care leave to provide care and support to a gravely ill family member who has a significant risk of death.
- (b) For the purpose of this Article, the definition of “family member” under the provisions of compassionate care leave in the *Canada Labour Code* shall apply.
- (c) 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:
  - i. the day the certificate is issued; or
  - ii. if the leave was commenced before the certificate was issued, the day the leave was commenced.
- (d) An employee who intends to request compassionate care leave shall make every effort to provide reasonable notice to the Employer.
- (e) Employees returning to work from compassionate care leave retain any service credits accumulated prior to taking leave.

- (f) Leave granted under this Clause shall be counted for the calculation of “continuous employment”.
- (g) A certificate from a medical practitioner, such as a nurse practitioner, is acceptable when the gravely ill family member is in a geographic location where treatment by a medical doctor is limited or not accessible, and a medical doctor has authorized the other medical practitioner to treat the ill family member.

## **Article 25** **Hours of Work**

25.01 The workweek shall generally be Monday to Friday inclusive with a scheduled workday of seven and one-half (7½) hours exclusive of a lunch period. The five (5) consecutive days may be changed to include Saturday. The usual hours of work will be between 8:30 a.m. and 5:00 p.m. The seven and one-half (7½) hours of the day may be changed to begin at 8:00 a.m. or to end at 5:30 p.m.

### Part-time

25.02 Part-time employees shall not be subject to Article 25.01 mentioned above, but shall be assigned as required to hours of work, which shall not exceed seven and one-half (7½) hours per day.

### Breaks

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

### Meal Break

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

### Flexible Hours

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

Modified Work Week

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

Abandonment of position

- 25.07 An employee will be deemed to have abandoned his/her position, except in extenuating circumstances, if he/she is absent without leave from work for a period of three (3) consecutive working days. The consequence of position abandonment shall be termination of employment.

**Article 26**  
**Pay**

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

Performance Increments

- 26.02 (a) 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.
- (b) For the purposes of such pay increases the performance of the employee shall be reviewed annually.
- (c) Pay increments shall be granted on the anniversary date of the employee's most recent appointment.
- (d) Where the employer intends to recommend withholding a pay increment from an employee, the employee's manager shall, at least three (3) weeks or earlier before the due date for the pay increment to the employee, give the employee notice in writing of his/her intention to do so. If such notice of denial is not given, the pay increment shall be implemented on the due date.
- (e) Where an annual increase and a negotiated increase are effective on the same date, the annual increase shall be applied first and the resulting rate shall be revised in accordance with the negotiated increase.

Payday

- 26.03 Employees shall be paid on a biweekly basis with paydays being every second Friday.

- 26.04 Employees who have earned overtime compensation, other than time off in lieu, or any other extra allowances in addition to their regular pay, shall receive such remuneration in the pay period when such compensation was earned.
- 26.05 When overtime compensation is paid, the pay statement shall indicate the pay periods, rate of overtime, and the number of overtime hours.

#### Acting Pay

- 26.06 When an employee is required by the Employer in writing to perform the duties of a higher classification level on an acting basis, for at least one day, he/she shall be paid acting pay accumulated from the date on which he/she commenced to act as if he/she had been appointed to that higher classification level for the period in which he/she acts.
- 26.07 The Employer agrees to pay the negotiated salary increases to every employee not later than the first payday after any subsequent salary increases become effective.
- 26.08 Upon request, the Employer shall provide an advance to employees who are required to travel for duty. The employee may request such an advance for any amount up to the full cost of expected expenses, including per diem meals and incidentals in accordance with duty travel rates in effect for Government of Nunavut employees.

#### Rent Deduction

- 26.09 (a) The Employer shall deduct from an employee's pay cheque an amount equal to the current monthly rent assessed under the Rent Management System, while the employee is employed and is a tenant in a Public Housing Unit administered by the Employer.
- (b) Monthly deductions may also include an additional amount allocated to rental arrears, as agreed upon between the Employer and the employee.

#### Bi-lingual Bonus

- 26.10 Employees who are required to use two (2) or more of the official languages of Nunavut in the performance of their duties and designated by the Employer shall receive an allowance of fifteen hundred dollars (\$1,500.00) in each fiscal year. This allowance shall be paid prorated on an hourly basis.

## **Article 27**

### **Overtime**

- 27.01 In this Article:
- (a) "Overtime" means work performed by an employee before or after or in excess or outside of his/her usually scheduled hours of work;
  - (b) "Straight time rate" means the hourly rate of remuneration;
  - (c) "Time and one-half" means one and one-half (1 ½) times the straight time rate; and
  - (d) "Double time" means two (2) times the straight time rate.
- 27.02 Employees shall record starting and finishing times of overtime worked on a form determined by the Employer.
- 27.03 The Employer shall allocate overtime work on an equitable basis among readily available, qualified employees who are normally required in their regular duties to perform work.
- 27.04 The Employer shall give employees who are required to work overtime reasonable advance notice of this requirement.
- 27.05 Except in an emergency, an employee may for cause refuse to work overtime, providing he/she places his/her refusal in writing.
- 27.06 Overtime work shall be compensated at time and one-half (1 ½) times an employee's regular rate of pay except that:
- (a) overtime worked in excess of four (4) consecutive hours either preceding or following an employee's regular shift;
  - (b) overtime worked in excess of eight (8) consecutive hours on an employee's day of rest; and
  - (c) overtime worked on an employee's second day of rest;
- shall be compensated at double their normal rate.

### **Lieu Time**

- 27.07 An employee shall be granted, upon request, time off in lieu of cash compensation for overtime worked. The dollar value of such overtime shall be held as a credit to said employee, who may take time off in lieu up to the cash value of said credit or apply to receive the total cash value of his/her bank. Lieu time off shall be taken at a time that is mutually agreed to by the employee and the Employer. Lieu time banked shall be limited to a maximum equal to twenty (20) working days.

Overtime Meal or Allowance

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

**Article 28**  
**Reporting Pay, Call-back Pay, Standby Pay**

Reporting Pay

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

Call-back Pay

- 28.02 "Call-Back" means calling of an employee to duty after he has reported off duty and before he is next scheduled for work.
- 28.03 When an employee is recalled to a place of work 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.

Standby Pay

- 28.04 The Employer may assign employees to standby duty in which event the following conditions shall apply.
- (a) As a condition of employment, a maintenance employee may be required to be available on a standby basis for overtime work. A mobile radiotelephone system will be made available for those employees on standby.
  - (b) In designating employees for standby duty the Employer will attempt to provide for the equitable distribution on standby duties among readily available, qualified employees who are normally required in their regular duties to perform that work. Except in the case of an emergency, standby schedules shall be posted fourteen (14) days in advance of the starting date on the new schedule.

- (c) An employee on Standby who is required to report to work shall be paid the appropriate overtime rate for all hours worked, subject to a minimum payment of one (1) hours pay at one and a half (1½) times his/her regular rate of pay each time he/she reports.
- (d) Except for illness or other legitimate causes, an employee must be available and fit for work throughout the period he/she is assigned to standby duty. If this condition is not met, the employee may be disciplined.
- (e) Employees may be exempted from standby duty for legitimate causes.
- (f) During the period from November 1 to April 30, employees required to keep Employer vehicles overnight at their homes shall be paid a non-taxable allowance of ten dollars (\$10.00) per night for those employees not in subsidized social housing, or three dollars (\$3.00) per night for those employees in subsidized social housing, to cover the cost of power for vehicle plug-in.
- (g) When the Employer requires an employee to be available on standby during off-duty hours, the Employee shall be paid:

Weekdays	\$ 24.00
Saturdays, Sundays and Designated Paid Holidays	\$ 36.00

## **Article 29** **Classification**

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

### Statement of Duties

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

## **Article 30**

### **Transfers and Vacancies**

- 30.01 Every vacancy for positions expected to be of more than six (6) months' duration and every newly created position shall be posted for five (5) full working days on the Union notice Board. An employee desiring a position must make an application in writing to the Manager within five (5) working days of the first day of posting. The applicants' skills and knowledge shall be considered objectively by the Employer with a view to determining the potential of the applicants to perform the job effectively; where applicants are considered reasonably equal in this respect, seniority shall govern.
- 30.02 Where operational requirements permit, in filling job vacancies, including promotions, transfers, and new positions, the job shall be awarded within fifteen (15) working days of posting to the successful applicant.
- 30.03 New employees shall not be hired when there are indeterminate employees on lay-off qualified to perform the job.
- 30.04 The Employer may transfer employees from one position to another on a temporary basis. Such temporary transfers shall not exceed thirty (30) calendar days.

## **Article 31**

### **Employee Files**

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

## **Article 32**

### **Adjustment of Disputes**

- 32.01 Grievances shall be settled according to the following procedures for adjustment of disputes and arbitration.
- 32.02 The procedure for the final resolution of grievances is Arbitration.
- 32.03 Letters of discipline placed on an employee's file may be grieved. Such discipline is not arbitral.

#### Procedure

- 32.04 If he/she desires, an employee may be assisted and represented by the Union when presenting a grievance at any level.
- 32.05 An employee or the Union who wishes to present a grievance at any prescribed level in the grievance procedure, shall transmit this grievance to the Manager who shall forthwith:
- (a) forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate level; and
  - (b) provide the employee and the Union with a receipt stating the date on which he/she received the grievance.

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

- 32.06 A grievance of an employee or the Union shall not be deemed to be invalid by reason only of the fact it is not in accordance with the form supplied by the Employer.
- 32.07 Except as otherwise provided in this Agreement, a grievance shall be processed by recourse to the following steps:
- (a) First Level (first level of management)
  - (b) Second Level (Manager)
  - (c) Third Level (Association Board)
  - (d) Fourth Level (Arbitration)
- 32.08 The Union shall have the right to consult with the Manager with respect to a grievance at each or any level of the grievance procedure.

- 32.09 No proceedings under this Article are invalid by reason of any defect of form or any technical irregularity.
- 32.10 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.
- 32.11 An employee shall have the right to present a grievance on matters relating to the application or interpretation of this Agreement provided he/she first obtains the authorization of the Union prior to presenting such grievance.
- 32.12 An employee may, by written notice to the Manager, withdraw a grievance provided that where the grievance is one arising out the application or interpretation of this Agreement, his/her withdrawal has the endorsement, in writing, of the Union.
- 32.13 The Union shall have the right to initiate a grievance related to the application or interpretation of this Agreement on behalf of one or more members of the Union at the Second Level of the grievance procedure.

#### Time Limits

- 32.14 A grievance may be presented at the first level of the grievance procedure in the manner prescribed in Article 32.05 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. Failure to present a grievance within the time limits due to Employer restrictions, communication breakdown, weather and other factors beyond the control of the grievor shall not invalidate the grievance.
- 32.15 The Employer shall reply in writing to a grievance within fourteen (14) calendar days at First, Second and Third Levels of the grievance procedure.
- 32.16 An employee or the Union with the grievor's permission may present a grievance at each succeeding level in the grievance procedure beyond the first level:
- (a) where the decision or settlement is not satisfactory to the grievor, within fourteen (14) calendar days after that decision or settlement has been conveyed in writing to him/her by the Employer; or
  - (b) where the Employer has not conveyed a decision to the grievor within the time prescribed in Article 31.15 within fourteen (14) calendar days after the day the reply was due.
- 32.17 The time limits stipulated in this Article are mandatory. They may be extended by mutual agreement between the Employer and the employee, and where appropriate the Union representative. Grievances that are not filed or advanced within the time limits stipulated in this Article are deemed abandoned and cannot be filed later.

### Dismissal

- 32.18 No employee shall be dismissed without first being given notice in writing, together with the reasons thereof. When the Employer dismisses an employee, the grievance procedure shall apply except that the grievance may be presented at the Second Level.

### Health and Safety

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

### Arbitration

- 32.20 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement including any question as to whether a matter is arbitral, or when an allegation is made that a term or condition of this Agreement has been violated and is arbitral, either of the parties may, after exhausting the grievance procedure in this Article, notify the other party in writing within thirty (30) days of the receipt of the reply at the Third Level of his/her desire to submit the difference or allegation to arbitration.

- 32.21 (a) The parties agree that arbitration referred to in Article 32.20 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.

- 32.22 (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.

- 32.23 The arbitrator shall not have the authority to alter or amend any of the provisions of this Agreement, to substitute any new provisions in lieu thereof, to render any

decisions contrary to the terms and provisions of this Agreement or to increase or decrease wages.

- 32.24 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.
- 32.25 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 fourteen (14) 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.
- 32.26 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 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 to all the circumstances of the case.

### **Article 33**

#### **Labour/Management Committee**

- 33.01 A Labour/Management Committee will be formed to consult on matters of:
- (a) Health and Safety;
  - (b) Cost saving and financial budgetary variances;
  - (c) Technological change;
  - (d) Staff development training; and
  - (e) Joint consultation on non-grievance matters and other matters of mutual interest.
- 33.02 The Labour/Management Committee shall be comprised of two (2) representatives from Management and two (2) representatives from the Union, with each party choosing their respective representatives.

- 33.03 The Employer shall post the names of the Labour/Management Committee members in a prominent place.
- 33.04 The Labour/Management Committee will meet at least once each two (2) months at a pre-established time and at other times at the request of either party. The role of Chairperson will alternate between the Employer and the Union.
- 33.05 In matters of health and safety, the Labour/Management Committee will follow the provisions of Article 35.

### **Article 34**

#### **Employee Assistance Program**

- 34.01 The Employer and the Union will work cooperatively when performance issues arise resulting from suspected alcohol or drug addiction taking into consideration the following provisions:
- (a) that alcohol and drug addiction are medical disorders;
  - (b) that an employee should be encouraged to remedy a disorder due to an addiction;
  - (c) that benefits normally extended to employees during the time of illness shall be extended to an employee suffering from an addiction at such time that he or she seeks to correct this disorder;
  - (d) that the decision to undertake treatment is the responsibility of the employee;
  - (e) that the decision to seek treatment will not affect job security; and
  - (f) that matters pertaining to an individual seeking advice or treatment will be strictly confidential.
  - (g) To assist any employee with substance abuse problems that wants to go into a rehabilitation program to deal with their substance abuse problems, the Employee shall be allowed to take any accumulated sick, special or vacation days;
  - (h) At the discretion of the Employer, up to one year's entitlement of sick, special or vacation days could be advanced to an employee for this purpose should they not have sufficient credits available to them at the time treatment is sought;
  - (i) In the event that the Employee is terminated for cause or resignation only during the six-month period following use of any credits advanced under Article 24.07 (b), any unearned balance of credits advanced would be repayable to the Employer.

## **Article 35**

### **Health and Safety**

35.01 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.

#### Provision of Legislation and Employer's Policies

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

#### Right to Refuse Dangerous Work

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

35.04 An employee may refuse to do any particular act or series of acts at work which he/she has reasonable grounds to believe are dangerous to his/her health or safety, or the health or safety of any other person at the place of employment, until sufficient steps have been taken to satisfy him/her otherwise, or until the Nunavut Safety Officer has investigated the matter and advised him/her otherwise.

35.05 No loss of wages or discriminatory action shall be taken against any worker by reason of the fact that he exercised the right conferred upon him in Article 35.04 above. If another employee is going to use or operate any machine, device, material or thing or perform any part of the work that has been refused, the Employer shall notify the other employee of the refusal.

#### Transportation of Injured Workers

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

#### Occupational Health Examinations

35.07 Where the Employer requires an employee to undergo an occupational health examination by a qualified practitioner, agreed to by both Employer and employee, the examination will be conducted at no expense to the employee.

35.08 An employee will be granted leave with pay to attend the examination and the Employer shall assume the cost of any travel expenses.

35.09 All occupational health information, forms and records transmitted or used in connection with these occupational health examinations will be conveyed to the employee involved and maintained in a medical confidential status and retained within the medical community.

#### Protective Clothing and Equipment

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

#### Protective Rights of Pregnant Workers

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

#### First Aid

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

#### First Aid Training

- 35.14 The Employer will encourage employees to take first aid courses and will assume the costs of such courses and also the costs of refresher courses required to maintain the validity of a certificate. Employees taking first aid training shall be granted leave with pay for the duration of the courses.

#### Video Display Terminals

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

#### Labour/Management Committee

- 35.16 In addition to following all of the safety and health provisions of Article 35.01 to 35.15, the Labour/Management Committee will ensure the following Articles 35.17 to 35.20 are carried out.

#### First Aid Attendants and Locations

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

### Toxic Hazardous Substances

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

### Investigations Concerning Health/Work Hazards and Injuries

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

### Reports and Information Arising from Investigations

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

## **Article 36** **Uniforms and Protective Clothing**

- 36.01 Where the following articles are required by the Employer or the Worker's Compensation Board:
- (a) Hard hats;
  - (b) Aprons;
  - (c) Welding goggles;
  - (d) Dust protection;
  - (e) Eye protection (including prescription goggles); and

(f) Ear protection.

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

36.02 When the articles mentioned in Article 0 are presented worn or damaged beyond repair by an employee, they shall be replaced at no cost to the employee.

Terms and Conditions of Clothing Issue

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

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

36.04 The Employer agrees to cover one hundred percent (100%) of the cost of winter and summer safety boots for indeterminate employees, once per annum.

**Article 37**  
**Trades and Working Conditions**

Tool Allowance

37.01 When an employee, including an apprentice, presents a worn out or broken tool, which he/she uses with proper care in the regular performance of his/her work to the manager for verification, the Employer agrees to replace such tool with a tool of similar quality.

37.02 Lost tools shall be replaced by the employee except that the Employer shall assist employees in the purchase of such tools by purchasing them in the Employer's name and selling them to the employee at the Employer's cost price.

37.03 In situations where highly specialized tools not normally associated with a journeyman's tool kit are required, the Employer will provide and retain ownership of them.

## **Article 38** **Apprentices**

- 38.01 The following clauses are agreed upon terms and conditions of employment for employees engaged as Apprentices by the Association.
- 38.02 Any Apprentice hired by the Association before April 1<sup>st</sup>, 2014 is an indeterminate employee of the Association that, upon successful completion of their apprenticeship, will be offered a position as a Journeyman. Any Apprentice hired by the Association after March 31<sup>st</sup>, 2014 is a term employee of the Association, such term expiring not later than upon successful completion of their apprenticeship. Notwithstanding Article 30, at the option of the Employer, any Apprentice hired by the Association after March 31<sup>st</sup>, 2014 may be hired into a Journeyman position without competition should there be a vacant Journeyman position at the time that the Apprentice successfully completes their apprenticeship.
- 38.03 The recognized Apprenticeship Training Programs shall be those listed in the "Apprentice Training Schedule" pursuant to the Nunavut *Apprenticeship, Trade and Occupations Certification Act*.
- 38.04 Pay increases shall not be automatic, but will be based upon levels of certification issued by the Apprentices Branch, and shall be effective from the date of certification.
- 38.05 Apprentice rates will be based on a percentage of pay range one (1) of the appropriate journeyman rate as follows:

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

- 38.06 The Employer will pay each Apprentice a ten-dollar (\$10.00) communications allowance for each Sunday that he/she is away from Pond Inlet on apprenticeship training.
- 38.07 Apprentices shall be entitled to the benefits and terms and conditions of employment outlined in the Collective Agreement.
- 38.08 Should an Apprentice have his/her contract terminated with the Apprentice and Trades Qualifications Board, his/her employment with the Employer will cease to exist.
- 38.09 Apprentices successfully completing their Apprenticeship will be given preference in hiring on job vacancies. Where an Apprentice, after completing his/her

apprenticeship, is hired directly into a job vacancy, all time spent as an Apprentice shall count towards continuous service with the Association.

- 38.10 All Apprentices must, as a condition of continuing employment, become certified tradesmen in their trade area. If an employee is unsuccessful in his/her second attempt to complete a year of apprenticeship training or if an employee does not participate in apprenticeship training as required for the trade, his/her employment may be terminated at the discretion of the Employer.

## **Article 39** **Job Security**

### Lay-off

- 39.01 The Employer agrees that there shall be no lay-off of an employee during the life of this Collective Agreement except for lay-off resulting from lack of work, lack of funding or in the special case of a temporary lay-off.
- 39.02 Layoffs will be made, when necessary, in reverse order of seniority, within the classification of work to be so reduced.

### Vacation Leave Prior to Lay-off

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

### Lay-off Notice

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

### Lay-off Recall

- 39.05 The last employee laid off within the classification shall be the first recalled.
- 39.06 The Employer shall give notice of recall personally or by registered mail. At the same time, the Employer shall notify the Union in writing of the recall.
- 39.07 Where notice of recall is given personally, the Employer shall deliver in duplicate a letter stating that the employee is recalled and the employee shall acknowledge receipt of notice by signing the duplicate copy of such letter. In this instance, notice of recall is deemed to be given when served. Where notice of recall is given by registered mail, notice is deemed to be given when the employee receives such letter or not later than twenty-one (21) days from the date of mailing.

39.08 The employee shall keep the Employer advised at all times of his/her current address. The employee shall return to work within fourteen (14) calendar days of receipt of notice of recall.

#### Contracting Out

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

#### Technological Change

39.10 Both parties recognize the overall advantages of technological change. Both parties will thereof encourage and promote technological change and improvements.

39.11 With this in view and recognizing the extensive lead time required for the selection, installation and providing of sophisticated equipment, the Employer agrees to provide as much advance notice as is practicable but no less than one hundred and twenty (120) days' notice to the Union of any major technological change in equipment, which would result in changes in the employment status or in this Agreement.

39.12 In cases where employees may require retraining, the Employer will make every reasonable effort to offer training courses.

39.13 Under normal circumstances, an employee shall provide the Employer with a minimum of fourteen (14) calendar days' notice of resignation of employment.

#### Seniority

39.14 The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. The seniority list shall be kept up to date and posted on the bulletin board.

## **Article 40** **Term and Casual Employees**

#### Term Employees

40.01 No term position shall have a stated term of more than two (2) years except for:

- (a) term journeyperson positions, which may last for such period as is necessary for the apprentice working under the journeyperson to finish his apprenticeship;
- (b) term positions replacing employees on union leave under Article 16.12; and
- (c) any apprentice hired after March 31, 2014.

- 40.02 Term employees are not entitled to Article 39.01–39.07 under Article 39 (Job Security) at the end of their term.
- 40.03 If a term, other than an apprentice hired after March 31<sup>st</sup>, 2014, works in the same position for two (2) years with no break in service that is longer than thirty (30) days, that employee shall become indeterminate.
- 40.04 A series of term employees shall not be used instead of hiring an indeterminate employee.

#### Casual Employees

- 40.05 Where the employer anticipates the period of employment to be in excess of four (4) months, the employee shall be hired on a term basis.
- 40.06 A series of casual employees shall not be used instead of hiring a term employee.

### **Article 41**

#### **Vacation Travel Allowance**

- 41.01 All employees, except casuals, shall be paid a Vacation Travel Allowance. At all times, this allowance shall be equivalent to the Nunavut Northern Allowance that the Government of Nunavut pays to its unionized employees in Pond Inlet pursuant to its collective agreement with the Nunavut Employees Union (\$24,214 annual rate as at April 1<sup>st</sup>, 2014). The annual amount is converted to an hourly rate (\$12.38 as at April 1<sup>st</sup>, 2014) and it is paid on all regular hours paid.
- 41.02 No later than April 1<sup>st</sup> of each fiscal year, employees shall be entitled to elect by notice in writing to take up to 50% of the Vacation Travel Assistance to be earned in the coming fiscal year by way of lump sum payment on the following March 31<sup>st</sup>. Each pay period, the percentage selected will be multiplied by the Vacation Travel Assistance earned in that pay period to determine the amount to be included in the amount being deferred until the following March 31<sup>st</sup>. The portion that is not included in the deferred amount would be paid to the Employee on their biweekly pay.
- 41.03 The Employer shall supply the notice forms on which such election in writing should be made to all employees by the February 1<sup>st</sup> immediately preceding an April 1<sup>st</sup> notice deadline.
- 41.04 In the event that an employee terminates his/her employment before March 31<sup>st</sup> then he/she will receive on their final pay the accumulated deferred portion of the allowance, calculated up to the date of termination of employment.

- 41.05 An employee's Vacation Travel Assistance shall be designated as a travel allowance pursuant to the *Income Tax Act*.

## **Article 42**

### **Pension and Group Benefits Plans**

#### NEBS Pension Plan

- 42.01 Effective the date the Employer is accepted to the NEBS Pension Plan, the Employer shall enroll all eligible full-time or part-time employees in the NEBS Pension Plan upon completion of six (6) months service.
- 42.02 The Employer shall deduct eight percent (8%) of an Employee's salary, which shall be matched by the Employer. Once per month, the Employer shall remit to the NEBS Pension Plan all required employee and employer contributions not later than their due date.

#### RRSP

- 42.03 Effective the date the Employer is accepted to the NEBS Pension Plan, only those Employees who are not eligible to be enrolled in the NEBS Pension Plan shall be eligible to participate in the RRSP.
- 42.04 Following six (6) months of service, the Employer will pay a sum matching a full-time or part-time employee's RRSP contribution up to three and a half (3½) percent of the employee's salary. An employee has an option to choose to have up to an additional three (3%) percent of the employee's salary as RRSP contribution. The Employer will pay a sum matching this additional RRSP contribution.
- 42.05 Once per month, the total amount shall be transferred to a RRSP account in the employee's name.

#### Group Benefits Plans

- 42.06 The Northern Employee Benefits Services (NEBS) Group Benefit Plan (i.e. Basic Group Life Insurance (3 x Salary); Accidental Death, Disease & Dismemberment (3 x Salary); Dependents Insurance; and Long Term Disability 60% non-taxable) and Short Term Disability (Weekly Indemnity 60% non-taxable) plans are terms and conditions of employment for all eligible employees.
- 42.07 The Northern Employee Benefits Services (NEBS) Extended Health Care and Dental Insurance plans are optional plans available to each individual eligible employee.
- 42.08 The Employer shall advise the insurance plans administrator 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.

- 42.09 The Employer shall remit all required premiums for the plans under this Article within a reasonable period, and shall, if the employee so desires, assist the employee in forwarding all claims in a timely manner.
- 42.10 The Employee will submit to the Employer an employee enrollment form required to be filed with the insurance plans administrator not later than the date that they have completed seven (7) months of service.
- 42.11 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, provided that the Employee has completed and submitted his/her enrollment form to the Employer in a timely manner.
- 42.12 All issues concerning the insurance plans, including issues of premiums, and eligibility for benefits shall be determined by the benefit plans providers.

### **Article 43**

#### **Social Justice Fund**

- 43.01 The Employer shall contribute one cent (1¢) per hour worked to the PSAC Social Justice Fund and such contribution will be made for all hours worked by each employee in the Bargaining Unit, commencing on the date that the PSAC Social Justice Fund receives charitable status from the Canada Customs and Revenue Agency. Contributions to the Fund will be made quarterly, in the middle of the month immediately following completion of each fiscal quarter year, and such contributions remitted to the PSAC National Office. Contributions to the Fund are to be utilized strictly for the purposes specified in the Letters Patent of the PSAC Social Justice Fund.

### **Article 44**

#### **Re-opener of Agreement and Mutual Discussions**

##### Re-Opener of Agreement

- 44.01 This Agreement may be amended by mutual consent.

### Mutual Discussions

- 44.02 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 45**

### **Duration and Renewal**

- 45.01 The term of this Agreement shall be from April 1<sup>st</sup>, 2017 to March 31, 2020. The provisions of this Agreement shall come into effect on date of ratification, except as otherwise provided.
- 45.02 Notwithstanding Article 45.01, the provisions of this Agreement, including the provisions for the adjustment of disputes in Article 32, 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.
- 45.03 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*.
- 45.04 Where notice to bargain collectively has been given under Article 45.03, 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.

**Memorandum of Understanding #1**  
**Christmas Shutdown**

As a pilot project, the Employer agrees to implement a closure of operations for the three working days between Christmas and New Year's Day in 2018 and 2019. Employees will be entitled to days off with pay, subject to the following:

1. Leave entitlements pursuant to Article 19.10 (Travel Time) are suspended; and,
2. In the event that the Employer has insufficient volunteers to work Stand-by during that period, it may require employees to be on stand-by such that at least two employees are available to be on call.

## Appendix A Rates of Pay

### Rates of Pay Hourly - April 1, 2017

All positions are based on 37.5 hours per week

ADMINISTRATION	ONE	TWO	THREE	FOUR	FIVE	SIX
Assistant Manager	\$32.00	\$33.04	\$34.11	\$35.25	\$36.41	\$37.70
Senior Tenant Relations Officer	\$31.09	\$32.08	\$33.08	\$34.16	\$35.25	\$36.45
Tenant Relations Officer	\$30.19	\$31.10	\$32.06	\$33.06	\$34.09	\$35.19
Clerk/Data	\$24.44	\$25.08	\$25.76	\$26.48	\$27.22	\$27.99

MAINTENANCE	ONE	TWO	THREE
Housing Maintainer (HM)	\$31.90	\$32.85	\$33.83
Painter	\$31.62	\$32.67	\$33.72
Oil Burner Mechanic	\$33.72	\$34.87	\$36.06
Warehouse Technician	\$34.91	\$36.05	\$37.22
Carpenter	\$34.87	\$36.06	\$37.32
Plumber	\$35.77	\$37.01	\$38.29
Electrician	\$35.77	\$37.01	\$38.29

### Housing Maintainer Apprentice (see Article 38 Apprentices)

1st Year, 60% of HM Step One	\$19.15
2nd Year, 70% of HM Step One	\$22.34
3rd Year, 80% of HM Step One	\$25.53

**Rates of Pay Hourly - April 1, 2018**

All positions are based on 37.5 hours per week

ADMINISTRATION	ONE	TWO	THREE	FOUR	FIVE	SIX
Assistant Manager	\$32.40	\$33.45	\$34.54	\$35.69	\$36.87	\$38.17
Senior Tenant Relations Officer	\$31.48	\$32.48	\$33.49	\$34.59	\$35.69	\$36.91
Tenant Relations Officer	\$30.57	\$31.49	\$32.46	\$33.47	\$34.52	\$35.63
Clerk/Data	\$24.75	\$25.39	\$26.08	\$26.81	\$27.56	\$28.34

MAINTENANCE	ONE	TWO	THREE
Housing Maintainer (HM)	\$32.30	\$33.26	\$34.25
Painter	\$32.02	\$33.08	\$34.14
Oil Burner Mechanic	\$34.14	\$35.31	\$36.51
Warehouse Technician	\$35.35	\$36.50	\$37.69
Carpenter	\$35.31	\$36.51	\$37.79
Plumber	\$36.22	\$37.47	\$38.77
Electrician	\$36.22	\$37.47	\$38.77

**Housing Maintainer Apprentice (see Article 38 Apprentices)**

1st Year, 60% of HM Step One	\$19.39
2nd Year, 70% of HM Step One	\$22.62
3rd Year, 80% of HM Step One	\$25.85

**Rates of Pay Hourly - April 1, 2019**

All positions are based on 37.5 hours per week

ADMINISTRATION	ONE	TWO	THREE	FOUR	FIVE	SIX
Assistant Manager	\$32.89	\$33.95	\$35.06	\$36.23	\$37.42	\$38.74
Senior Tenant Relations Officer	\$31.95	\$32.97	\$33.99	\$35.11	\$36.23	\$37.46
Tenant Relations Officer	\$31.03	\$31.96	\$32.95	\$33.97	\$35.04	\$36.16
Clerk/Data	\$25.12	\$25.77	\$26.47	\$27.21	\$27.97	\$28.77

MAINTENANCE	ONE	TWO	THREE
Housing Maintainer (HM)	\$32.78	\$33.76	\$34.76
Painter	\$32.50	\$33.58	\$34.65
Oil Burner Mechanic	\$34.65	\$35.84	\$37.06
Warehouse Technician	\$35.88	\$37.05	\$38.26
Carpenter	\$35.84	\$37.06	\$38.36
Plumber	\$36.76	\$38.03	\$39.35
Electrician	\$36.76	\$38.03	\$39.35

## Housing Maintainer Apprentice (see Article 38 Apprentices)

1st Year, 60% of HM Step One	\$19.68
2nd Year, 70% of HM Step One	\$22.96
3rd Year, 80% of HM Step One	\$26.24

## **Appendix B** **Wage Rate Notes**

### Administration

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

### Maintenance

Maintenance Employees, excluding Apprentices, shall progress from Pay Range One through Three on the basis of one level per year provided the employee's performance is satisfactory and subject to the following conditions. Journeyman Trades Certificates or a Certification of Ability may be required for positions classified in these groups. Pay placement will be allocated to Pay Range Three for Maintenance employees possessing Journeyman Trades Certification, a valid certificate of ability recognized in Nunavut or certification of ability and training deemed equivalent by the Employer. Pay placement will be allocated to Pay Range One and Two for Employees not possessing a valid recognized certificate of ability but deemed by the Employer to have attained a level of proficiency, by virtue of experience, below that required to obtain a certificate of ability.

When an employee is appointed to act as a Lead-hand Foreman, he/she will be paid a premium of \$3.00 per hour above his/her regular rate while acting in this capacity.

Signed, April 27, 2018, at Pond Inlet, Nunavut.

**For the Employer**

**For the Union**



---

Elisirie Peterloosie, Board of Directors



---

Jack Bourassa, Regional Executive Vice-President - North



---

Stephen Fielding, Manager



---

Jokeypa Akpaleepik, Member



---

Ivan Sangoya, Member



---

Daniel Kinsella, Negotiator