

SOURCE	Union		
EFF.	2003	10	01
TERM.	2005	09	30
No. OF EMPLOYEES	13		
NOMBRE D'EMPLOYÉS	10.		

COLLECTIVE AGREEMENT

between

PUBLIC SERVICE ALLIANCE OF CANADA

as represented by its agent

Nunavut Employees Union

and

PANGNIRTUNG HOUSING ASSOCIATION

EFFECTIVE: **October 1, 2003**

EXPIRES: **September 30, 2005**

08974(06)

Nunavut Employees Union
P.O. Box 869
Iqaluit, Nunavut
X0A 0H0

Pangnirtung Housing Association
P.O. Box 104
Pangnirtung, Nunavut
X0A 0R0

ARTICLE 1 - PURPOSE OF AGREEMENT

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

ARTICLE 2 - INTERPRETATION AND DEFINITIONS

- 2.01 For the purpose of this Agreement:
- (a) "Agreement" and "Collective 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 the regular remuneration payable for the performance of the duties of his position.
 - (d) "Bargaining Unit" means all Employees of the Pangnirtung Housing Association except the Housing Manager.
 - (e) "Casual Employee" means a person employed by the Employer for **work** of a temporary nature not to exceed four (4) months.
 - (f) A "common-law spouse" relationship is said to exist when, For a continuous period of at least one year, an Employee has lived with a person, publicly represented that person to be their spouse, and lives and intends to continue to live with that spouse as if that person were their spouse.
 - (g) "Continuous Employment" and "Continuous Service" means uninterrupted employment with the Employer; and
 - (i) with reference to reappointment of a lay-off his employment in the position held by him at the time he was laid off, and his employment in the position to which he is appointed shall constitute continuous employment;
 - (ii) where an Employee ceases to be employed for a reason other than dismissal, resignation, abandonment of position or rejection on probation, and is re-employed within a period of six (6) months, his periods of employment for purposes of superannuation, sick leave, vacation leave and vacation travel benefits shall be considered as continuous employment.

- (h) "Day of Rest" in relation to an Employee means a day other than a holiday on which that Employee is not ordinarily required to perform the duties of his position other than by reason of his being on leave of absence.
- (i) "Demotion" means the appointment of an Employee for reasons of misconduct, incompetence or incapacity, to another position for which the maximum pay is less than that of his former position.
- (j) "Dependant" means a person residing with the Employee, for a majority of the year, who is:
 - (i) that Employee's spouse (including common-law),
 - (ii) child, including step-child and adopted child who
 - (A) is under nineteen (19) years of age and dependent upon him/her for support; or
 - (B) being under twenty-one (21) years of age and dependant upon him/her by reason of full-time attendance at an educational institution; or
 - (C) who is wholly dependant upon him/her for support by reason of mental or physical infirmity.
- (k) "Employee" means a member of the bargaining unit.
- (l) "Employer" means the Pagnirtung Housing Association.
- (m) "Fiscal Year" means the period of time from April 1, in one year to March 31, in the following year.
- (n) "Full-time Employee" means an Employee who:
 - (i) If office staff is regularly scheduled to work thirty-seven and one-half (37%) hours per week, or;
 - (ii) If maintenance staff, is regularly scheduled to work forty (40) hours per week.
- (o) "Grievance" means a complaint in writing that an Employee, group of Employees, or the Union submits to the Employer, or that the Employer submits to the Union, to be processed through the grievance procedure.
- (p) "Holiday" means the twenty-four (24) hour period commencing at 12:01 A.M. of a day designated as a paid holiday in this Agreement.
- (q) "Lay-Off" means an Employee whose employment has been terminated because of lack of work, lack of funding or discontinuance of a function.
- (r) "Leave of Absence" means absence from duty with the Employer's permission.
- (s) "Lieu Time" means the equivalent leave with pay take in lieu of cash payment.
- (t) "Manager" means the Secretary/Manager.

- (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 initiation fee, insurance premium, or any other levy.
- (v) "Overtime" means work performed by an Employee in excess of or outside of his regularly scheduled hours of work.
- (w) "Part time Employee" means a person employed permanently by the Employer whose scheduled hours of work are less than the normal hours of work scheduled in a day, week or month for a full time Employee.
- (x) "Probation" means a period of six (6) months from the day upon which an Employee is first appointed or a period of 3 months after an Employee has been transferred or promoted from within. If an Employee does not successfully complete his probationary period on transfer or promotion, the Employer shall appoint him to a position comparable to the one from which he was transferred or promoted.
- (y) "Promotion" means the appointment of an Employee to a new position, the maximum rate of pay of which exceeds that of his former position by at least:
 - (i) the minimum increment in the new position; or
 - (ii) four (4) percent of the maximum rate of pay of the former position where the new position has only one rate of pay.
- (z) "Rates of Pay"
 - (i) "Daily rate of pay" means an employee's hourly rate of pay multiplied by the employees daily hours of work as set out in Article 22;
 - (ii) "Weekly rate of pay" means an employee's daily rate of pay multiplied by five (5);
 - (iii) "Bi-weekly rate of pay" means an employee's daily rate of pay multiplied by ten (10)
 - (iv) "Annual rate of pay" means an employee's weekly rate of pay multiplied by 52.176;
 - (v) "Monthly rate of pay" means an employees annual rate of pay divided by twelve (12).
- (aa) "Representative" means an Employee who has been elected or appointed as an area 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.
- (cc) "Transfer" means the appointment of an Employee to another position, that does not constitute a promotion or demotion.
- (dd) "Week" for the purposes of this Agreement shall be deemed to commence at 12:01 A.M. on Monday and terminate at midnight on Sunday.

- (ee) "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, if defined in the Interpretation Act, but not defined elsewhere in this Agreement have the same meaning as given to them in the Interpretation Act.
- 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 in the bargaining unit.

DISCRIMINATION

- 3.02 The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any Employee by reason of age, sex, race, creed, colour, sexual orientation, family status, marital status, disability, national or ethnic origin, conviction for which a pardon has been granted, political or religious affiliation, nor by reason of union membership or activity.
- 3.03 The Employer shall make every reasonable effort to find alternate employment within its employ for an Employee who becomes unable to carry out his normal work functions as a result of a physical or mental disability arising as a result of his employment with the Employer
- 3.04 Notwithstanding Clause 3.02, it is recognized that the Employer may implement an affirmative action program.

ARTICLE 4 - APPLICATION

- 4.01 The provisions of this Agreement apply to the Union, the Employees, and the Employer,
- 4.02 Part-time Employees shall be entitled to all eligible benefits provided under this Agreement in the same proportion as their weekly hours of work compare to the standard workweek.
- 4.03 The Employer and the Union will share equally all costs associated with the printing and distribution of the Collective Agreement. The Union will facilitate said printing and distribution.
- 4.04 If an Inuktitut version of this Agreement is requested, the Union and the Employer will share equally all costs associated with the translation of this Agreement. In the case of any dispute between the versions of this Agreement, the English version shall govern.

ARTICLE 5 - STRIKES AND LOCKOUTS

- 5.01 During the life of the Agreement 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.

ARTICLE 6 - MANAGERIAL RESPONSIBILITIES

- 6.01 Managerial responsibilities or decisions will be carried out or made in a manner that is just, reasonable and non-discriminatory.
- 6.02 The Union recognizes that it is the right of the Employer to exercise the regular and customary functions of management and to direct its work force subject to the terms of this Agreement.

ARTICLE 7 - EMPLOYER DIRECTIVES

- 7.01 The Employer shall provide the Union with a copy of all personnel directives. Where the Employer proposes to issue a personnel directive, which is intended to clarify the interpretation or application of the Collective Agreement, the Employer shall consult with the Union prior to issuing the directives.

ARTICLE 8 - UNION ACCESS TO EMPLOYER PREMISES

- 8.01 The Employer shall permit access to its work premises of an accredited representative of the Union upon reasonable notice.

ARTICLE 9 - APPOINTMENT OF REPRESENTATIVES

- 9.01 The Employer acknowledges the right of the Union to appoint Employees as representatives. The Union will advise the Employer verbally of the names of all Representatives within forty-eight (48) hours of appointment and will confirm the appointments in writing within thirty (30) days.

ARTICLE 10 - TIME-OFF FOR UNION BUSINESS

ARBITRATION HEARING

- 10.01 The Employer will grant leave with pay to an employee who is a party to the grievance, which is before an Arbitration Board to attend the Arbitration Hearing, except while an employee is on suspension without pay.

Employee **who acts** as a Representative

- 10.02 The Employer will grant leave with pay to the Representative of an Employee who is a party to the grievance to attend the arbitration hearing.

Employee called as a Witness

- 10.03 The Employer will grant leave with pay to a witness called by an Employee who is a party to the grievance to attend the Arbitration Hearing.
- 10.04 Where an Employee and his representative are involved in the process of his grievance, they shall be granted reasonable time off.

CONTRACT NEGOTIATIONS MEETINGS

- 10.05 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.

PREPARATORY CONTRACT NEGOTIATIONS MEETINGS

- 10.06 The Employer will grant leave without pay to two (2) Employees for a maximum of one (1) day each to attend preparatory negotiations meetings.

MEETINGS BETWEEN EMPLOYEE ORGANIZATIONS AND MANAGEMENT

- 10.07 The Employer will grant time-off with pay to a reasonable number of Employees who are meeting with management on behalf of the Union.

EMPLOYEE ORGANIZATION EXECUTIVE COUNCIL, MEETINGS, CONGRESS AND CONVENTIONS

- 10.08 Where operational requirements permit, the Employer will grant reasonable leave without pay to a maximum of two (2) Employees to attend executive council meetings and conventions of the Alliance, the Canadian Labour Congress and the Northern Territories Federation of Labour.
- 10.09 The Employer shall grant reasonable leave without pay to an Employee elected to attend conventions of the Union.
- 10.10 Should a second Employee be elected to attend conventions of the Union, where operational requirements permit, reasonable leave without pay will be granted.

REPRESENTATIVES TRAINING COURSE

- 10.11 Where operational requirements permit, the Employer will grant reasonable leave without pay to a maximum of two (2) Employees who have been appointed as Representatives on behalf of the Union to undertake training related to the duties of a representative.

TIME-OFF FOR REPRESENTATIVES

- 10.12 A Representative shall obtain the permission of his immediate supervisor before leaving his work to investigate a grievance, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld.
- 10.13 The Representative shall make every reasonable effort to report back to his supervisor before resuming his normal duties.

- 10.14 Where operational requirements permit, upon reasonable notice, the Employer will grant leave without pay for a reasonable number of Employees:
- (a) to participate as a delegate to constitutional conferences or other similar forums mandated by territorial legislation; and
 - (b) to present briefs to commissions, boards and hearings that are mandated by territorial legislation or the Federal Government and whose area of interest is of concern to organized labour.

LEAVE FOR THE UNION PRESIDENT OR BAFFIN REGIONAL VICE PRESIDENT

- 10.15 An Employee elected as President, or Baffin Regional Vice President of the Union shall be granted leave of absence, without pay, and without benefits.

ARTICLE 11 - CHECK OFF

- 11.01 The Employer will, as a condition of employment, deduct an amount equal to the amount of Membership Fees from the pay of all Employees in the Bargaining Unit.
- 11.02 The Union shall inform the Employer in writing of the Membership Fees to be checked off for each Employee within the Bargaining Unit.
- 11.03 For the purpose of applying Clause 11.01, deductions from pay for each Employee will occur on a bi-weekly basis and will apply to the extent that earnings are available. Where an Employee does not have sufficient earnings in respect of any bi-weekly period to permit deduction, the Employer shall not be obligated to make such deductions from subsequent salary.
- 11.04 No Employee organization, other than the Union, shall be permitted to have Membership Fees deducted by the Employer from the pay of the Employees in the Bargaining Unit.
- 11.05 The amounts deducted in accordance with Clause 11.01 shall be remitted to the Comptroller of the Alliance, 233 Gilmour Street, Ottawa, Ontario, K2P 0P1 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 behalf.
- 11.06 The Employer may make deductions for other purposes upon the request of the Employee and upon the production of appropriate documentation.
- 11.07 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this article except for any claim or liability arising out of an error committed by the Employer.
- 11.08 The Employer agrees to identify annually on each Employee's T-4 slip the total amount of Membership Fees deducted for the preceding year.

ARTICLE 12 - INFORMATION

- 12.01 The Employer agrees to provide the Union, on a monthly basis, with information concerning the identification of each member in the Bargaining Unit. This information shall include the name,

address, job classification, social insurance number, and employment status of all Employees in the Bargaining Unit.

- 12.02 The Employer shall indicate which Employees have been hired or transferred and those Employees whose employment has been terminated during the period reported. The Union shall be notified of Employees not paying Membership Fees because they are on leave, and the type of leave.
- 12.03 The Employer shall provide each Employee with a copy of this Collective Agreement.
- 12.04 The Employer agrees to provide each new member of the Bargaining Unit with a copy of this Collective Agreement upon his appointment.
- 12.05 The Employer shall notify the Union of all newly created classifications including its designation as to whether it is within or outside of the Bargaining Unit.

ARTICLE 13 - SENIORITY

- 13.01 Seniority is defined as the length of service with the Employer, and shall be applied on a bargaining unit wide basis.
- 13.02 A newly hired Employee shall be on probation for a period of six (6) months. During the probationary period, the Employee shall be entitled to all rights and benefits of this Agreement except the right to grieve his termination or where his rights are otherwise limited by this Agreement.
- 13.03 The Employer shall maintain a seniority list showing the date upon which each Employee's service commenced. The seniority list shall be kept up-to-date, a copy of which shall be posted on the bulletin board, and shall be sent to the union every six (6) months, upon request.

ARTICLE 14 - PROVISION OF BULLETIN BOARD SPACE AND OTHER FACILITIES

- 14.01 Employer shall provide bulletin board space in its office and shop clearly identified for exclusive Union use.
- 14.02 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 business relating to the Bargaining Unit. Permission for this purpose shall not be unreasonable withheld.
- 14.03 The Employer will process any mail originating from the Union addressed to all Employees in accordance with the Employer's normal internal mail distribution system.
- 14.04 A representative of the Union shall have the right to give each new Employee an orientation of up to fifteen (15) minutes and the representative of the Union shall be given leave with pay for such purposes.

ARTICLE 15 - DESIGNATED PAID HOLIDAYS

- 15.01 The following days are Designated Paid Holidays for Employees:
 - (a) New Year's Day;

- (b) Good Friday;
- (c) Easter Monday;
- (d) Victoria Day;
- (e) Canada Day;
- (f) Civic Holiday, The first Monday in August;
- (g) Labour Day;
- (h) Thanksgiving Day;
- (i) Remembrance Day;
- (j) Christmas Day;
- (k) Boxing Day;
- (l) Nunavut Day, when proclaimed.

15.02 A paid holiday shall also be granted to all Employees on any special day proclaimed by the Government of Canada, the Government Leader of Nunavut, or the Mayor of Pangnirtung.

Employees in Pangnirtung who are unable to take time off due to operational requirements, will be paid at the overtime rate.

15.03 Designated Paid Holidays do not apply to an employee who is absent without cause on one of the working days immediately preceding or the working day following the Designated Paid Holiday, except with the approval of the Employer.

HOLIDAY FALLING ON A DAY OF REST

15.04 When a Designated Paid Holiday under Clause 15.01 coincides with an Employee's day of rest, the Designated Paid Holiday shall be moved to the Employee's first working day following his day of rest or to another day mutually agreed upon between the Employee and the Employer.

15.05 When a Designated Paid Holiday for an Employee is moved to another day under the provisions of Clause 15.04.

- (a) work performed by an Employee on the day from which the Designated Paid Holiday was moved shall be considered as **work** performed on a day of rest; and,
- (b) work performed by an Employee on the day to which the Designated Paid Holiday was moved, shall be considered as work performed on a Designated Paid Holiday.

15.06 When the Employer requires an Employee to **work** on a Designated Paid Holiday as part of his regularly scheduled hours of duty or as overtime when he is not scheduled to work he shall be paid in addition to the pay that he would have been granted had he not worked on the Designated Paid Holiday:

- (a) one and one-half (1%)times his hourly rate for the first four (4) hours worked; and,
 - (b) twice (~~2X~~) his hourly rate for the hours worked in excess of four (4) hours.
- 15.07 Subject to *Article 24 Pay*, at Employees' option the amounts payable pursuant to Article 15.06 may be taken either in cash or in lieu time to be taken at a later date convenient to both the Employer and the Employee.
- 15.08 Where a Designated Paid Holiday for an Employee falls within a period of leave with pay, the Designated Paid Holiday shall not count as a day of leave.
- 15.09 Where operational requirements permit, an Employee shall not be required to work both Christmas and New Year's Day.

ARTICLE 16 - LEAVE - GENERAL

- 16.01 When an Employee who has been granted more vacation, sick leave or special leave with pay than he has earned dies the Employee shall be considered to have earned that amount of leave with pay granted to him.
- 16.02 When an Employee with more than three (3) years of service who has been granted more vacation, sick leave or special leave with pay than he has earned is laid off, the Employee shall be considered to have earned that amount of leave with pay granted to him.
- 16.03 When an Employee is on leave of absence with pay and is entitled to receive an allowance, the Employee shall continue to receive that allowance. When an employee is on leave of absence without pay, the Employee shall not be entitled to receive any pay or allowances, except where specifically provided by this Agreement.
- 16.04 During the month of May in each year the Employer shall inform each Employee in the Bargaining Unit in writing of the balance of his special, sick and vacation leave credits as of the 31st day of March.
- 16.05 If, at the end of the fiscal year, an Employee's entitlement to vacation leave with pay includes a fractional entitlement of less or more than one-half day the entitlement shall be increased as follows:
- (a) to a half day if the fractional entitlement is less than one-half day;
 - (b) to a full day if the fractional entitlement is more than one-half day.
- 16.06 When the Employer rejects an Employee's application for leave, the detailed reasons for the rejection shall be provided to the Employee in writing forthwith.
- 16.07 The Manager **will** respond to an Employee's request for any leave within a reasonable period of time.
- 16.08 Overtime **will** be accumulated and booked to be taken as time off in lieu. Once ten (10) days have been accumulated, overtime **will** be compensated in the form of pay.

ARTICLE 17 - VACATION LEAVE

ACCUMULATION OF VACATION LEAVE

- 17.01 For each month of a fiscal year in which an Employee receives ten (10) days pay, he shall earn vacation leave at the following rates:
- (a) one and one quarter (1 1/4) days each month until the month in which the anniversary of the second (2nd) year of continuous service is completed.
 - (b) one and two-thirds (1 2/3) days each month commencing in the month after completion of two (2) years of continuous service and ending in the month that twelve (12) years of continuous service is completed.
 - (c) two and one twelfth (2 1/12) days each month commencing in the month after completion of twelve (12) years of continuous service and ending in the month that eighteen (16) years of continuous, service is completed.
 - (d) two and one-half (2%) days each month commencing in the month after completion of eighteen (18) years of continuous service.
- 17.02 Part time Employees shall receive vacation pay based on their length of service as follows:

Length of Service (Years)	Percentage of Gross Earnings
0-2	6 %
3-12	8 %
13-20	10 %
20+	12 %

GRANTING OF VACATION LEAVE

- 17.03 In granting vacation leave with pay to an Employee, the Employer shall make every reasonable effort to:
- (a) schedule vacation leave for all Employees in the fiscal year in which it is earned;
 - (b) not recall an Employee to duty after he has proceeded on vacation leave;
 - (c) grant the Employee his vacation leave during the fiscal year in which it is earned at a time specified by him;
 - (d) grant the Employee vacation leave for at least up to five (5) consecutive weeks
 - (i) depending upon his vacation entitlements when so requested by the employee; and
 - (ii) recognize Seniority on preference for a vacation period.

- (e) grant the Employee his vacation leave when specified by the Employee if the period of vacation leave is less than a week, providing that the Employee gives the Employer reasonable advance notice.

17.04 All requests for vacation leave will be made in writing.

17.05 The Secretary/Manager shall reply to the request for vacation leave submitted by the Employee within reasonable period of time.

17.06 Vacation leave will be credited to an Employee at the start of each fiscal year. Unused vacation leave will be paid out at year-end. Employees cannot take more vacation leave than they earn under Article 17.01 in a year. If an Employee has taken more vacation leave than the Employee has earned, subject to Article 17.11(c), the excess amount of vacation leave will be deducted from the Employee's vacation leave in the following year.

Upon request, employees taking vacation leave will be provided with pay cheques for the period of their vacation one day prior to taking such vacation leave.

17.07 Where in respect of any period of vacation leave, an Employee:

- (a) is granted special leave, when there is a death in his immediate family as defined in Article 18; or
- (b) is granted special leave with pay because of illness in the immediate family as defined in Article 18; 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.

RECALL FROM VACATION LEAVE

17.08 Due to emergency operational requirements, the Employer may alter an Employees vacation period after it has been approved, providing such vacation arrangements have been made after leave approval, but only if

- (a) the Employee has made non-refundable deposits in view of his vacation and the Employer has reimbursed the Employee for loss of deposit, and, or
- (b) the Employee's spouse has arranged a vacation period which coincides with the Employee and alternate arrangements can be made.

17.09 Except in an emergency the Employer shall not recall any employee to duty once his/her vacation has commenced.

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

- (a) in proceeding to his place of duty;
- (b) in respect of any non-refundable deposits or prearrangements associated with his vacation;

- (c) in returning to the place from which he was recalled if he immediately resumes vacation upon completing the assignment for which he was recalled; after submitting such accounts as are normally required by the Employer.

LEAVE WHEN EMPLOYMENT TERMINATES

17.11 Where an Employee dies or otherwise terminates his employment:

- (a) The Employee or his estate shall, in lieu of earned but unused vacation leave, be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave by the daily rate of pay applicable to the Employee immediately prior to the termination of his employment, or
- (b) the Employer shall grant the Employee any vacation leave earned but not used by him before the employment is terminated by lay-off if the Employee so requests.
- (c) Except where Article 16.01 applies, where an Employee has been granted more vacation leave than he has earned, the Employee will pay back to the Employer the unused amount of vacation leave. The Employer may deduct amounts owing under this clause from any severance pay or other amounts that may be owing to the Employee at the termination of his employment. *Article 24.17 Pay Recovery* does not apply to this situation.

17.12 An Employee whose employment is terminated by reason of a declaration that he abandoned his position is entitled to receive the payment referred to in *Clause 17.11 Leave When Employment Terminates*, providing he requests it within six (6) month period.

VACATION TRAVEL ASSISTANCE

17.13 Subject to 17.14, all Employees travelling on vacation leave are entitled to transportation assistance once each fiscal year.

Transportation assistance provided to employees and their dependants shall be:

Effective April 1, 2004

Employee, Employee's spouse and Employee's children - \$1700.00

Effective April 1, 2005

Employee, Employee's spouse and Employee's children - \$1750.00

- (a) Employees must advise the Employer at least two (2) weeks prior to the date they require a payment under this article. Travel assistance will be paid in the form of a cheque.
- (b) Part-time Employees shall receive this benefit prorated based on the number of hours worked compared to a full-time Employee.
- (c) Employees shall not be entitled to vacation travel assistance under this Article until they have been employed for six (6) months.

17.14 Employees with twelve (12) or more years shall, in addition to the provision of 17.13, be entitled to vacation travel assistance at the rates listed below:

Employee	\$470.00
Employee's Spouse	\$470.00
Employee's Children	\$200.00 per child

TRAVEL TIME

17.15 An Employee will receive two (2) travel days for each Vacation Travel Assistance package the Employee receives in a year.

17.16 If an Employee resigns within six (6) months of receiving Vacation Travel Assistance, the Employee will repay to the Employer a portion of the last Vacation Travel Assistance received by the Employee, calculated by the following formula:

Six (6) months minus the number of months between the receipt of Vacation Travel Assistance and resignation, divided by six (6), multiplied by the amount of Vacation Travel Assistance received.

17.17 An Employee's spouse and dependants will not receive Vacation Travel Assistance if they are eligible for an equivalent or greater benefit from another source. If an Employee's spouse or dependants are eligible to receive an amount for Vacation Travel Assistance from another source which is less than the amounts specified in Article 17.13 or 17.14, the Employer shall pay the difference between the lesser amount and the amounts specified in Article 17.13 or 17.14.

ARTICLE 18 - SPECIAL LEAVE

CREDITS

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

(a) one-half (1/2) day for each calendar month in which he received pay for at least ten (10) days, or

(b) one-quarter (1/4) day for each calendar month in which he received pay for less than ten (10) days.

18.02 For the purposes of this Article, immediate family is defined as an Employee's father, mother, brother, sister, spouse, common-law spouse, child, foster child, father-in-law, mother-in-law, grandchildren, grandparents, and any relative permanently residing in the Employee's household or with whom the Employee permanently resides.

18.03 The Employer shall grant special leave earned with pay as follows:

(a) when there is a death in the Employee's immediate family – up to ten (10) consecutive working days;

(b) where a member of the immediate family becomes ill (not including childbirth) and the Employee is required to care for his dependants or for the sick person – up to five (5) working days;

- (c) where a member of the immediate family residing outside of Pangnirtung becomes seriously ill and requires the employees attendance – up to five (5) working days;
 - (d) when an Employee is to be married – up to five (5) working days.
- 18.04 The Employer may grant an Employee special leave with pay for a period of up to five (5) consecutive working days.
- (a) where special circumstances not directly attributable to the Employee prevent his reporting to duty, including:
 - (i) serious household or domestic emergencies;
 - (ii) a general transportation tie-up caused by weather including Employees caught out on the land or water;
 - (iii) serious community emergencies, where the Employee is required to render assistance;
 - (b) in the event of the death of the Employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law.
 - (c) in circumstances which are of general value to the Employer such as where the Employee:
 - (i) takes an examination which will improve his position or qualifications;
 - (ii) attends his University Convocation, if he has been continuously employed for at least one (1) year
 - (iii) attends a course in civil defence training;
 - (iv) requires a medical examination for enlistment in the Armed Forces or in connection with a veteran's treatment program.
 - (d) where an Employee is required to attend court with a spouse, son or daughter.

Such leave will not be unreasonably withheld.

- 18.05 Special leave for the purposes enumerated in Articles 18.03 and 18.04 in excess of the amounts specified may only be granted with the Employer's approval.
- 18.06 A male Employee shall be granted special leave with pay up to a maximum of one (1) working day on the occasion of the birth of his child. An Employee shall be granted special leave with pay up to a maximum of one (1) working day on the occasion of the adoption of a child. 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 three (3) working days.

ADVANCE OF CREDITS

- 18.07 Where an Employee has insufficient credits to permit the granting of special leave within the meaning of this Article, leave up to a maximum of fifteen (15) days, may be granted at the discretion of the Employer, subject to the deduction of such advance leave from any special leave credits

subsequently earned. If the employee's employment is terminated for any reason other than death, the employee must repay to the Employer unearned special leave which has been advanced. The Employer may deduct this amount from any amounts owing to the employee on termination of employment.

CASUAL LEAVE

- 18.08 Employees may be granted casual time off with pay for the following purposes;
- (a) For the Employee to attend to an appointment with a Doctor, Dentist, Layer, or School Authority during working hours.
 - (b) Employees may be granted casual leave with pay to a maximum of five (5) days in any calendar year to provide voluntary services to a Community cause.
 - (c) For other purposes of a special or unusual nature.
 - (d) For the Employee to attend a community course provided it is less than one half (1/2) day in duration for any one day period.
- 18.09 Employees other than part-time may be granted casual leave with pay to a maximum of one-half (1/2) day per occurrence where the Employees physician requires him to attend regular or recurring medical treatments and checkups.
- 18.10 Entitlements for Casual Leave do not apply to an Employee who is on lay-off, suspension, or leave of absence without pay.

ARTICLE 19 - SICK LEAVE

CREDITS

- 19.01 An Employee shall earn sick leave credits at the rate of one and a quarter (1.25) days for each calendar month for which he receives pay for at least ten (10) days.
- 19.02 Subject to clauses (a) through (c) below, and to the remainder of this Article, all absences on account of illness on a normal working day (exclusive of designated holidays) shall be charged against an Employee's accumulated sick leave credits.
- 19.03 There shall be no charge against an Employee's sick leave credits when his absence on account of illness is less than one-half (1/2) day and the Employee has been on duty for at least two (2) hours;
- (a) Where the period of absence on account of illness is at least one-half (1/2) day but less than a full day, one-half (1/2) day only shall be charged as sick leave.
 - (b) Employees must contact the Employer to advise of the leave of absence within thirty (30) minutes of the Employee's scheduled starting time to have the Employee's absence charged against his sick leave credits. If an employee contacts the Employer after this time, the Employee will only receive sick leave from the time the Employer was contacted.
- 19.04 Where leave of absence without pay is authorized for any reason, or an Employee is laid-off because of lack of work, and the Employee returns to work upon expiration of such leave of absence or lay-

off, he shall earn sick leave credits for each month in which he worked at least ten (10) days and shall retain any unused sick leave existing at the time of lay-off or commencement of leave without pay.

- 19.05 In circumstances where sick leave would be authorized but the Employee has insufficient or no sick leave credits, he may be granted sick leave in advance to a limit of fifteen (15) days, which shall be charged against future credits as earned. If the Employee dies before authorized unearned sick leave has been liquidated, no recovery shall be made from the Employee's estate. If the employee's employment is terminated for any other reason, the employee must repay to the Employer unearned sick leave which has been advanced. The Employer may deduct this amount from any amounts owing to the employee on termination of employment. The number of days granted shall be at the discretion of the Employer, but shall not be unreasonably withheld.
- 19.06 When an Employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for a concurrent period, there shall be no charge against his sick leave credits for the period of concurrency.

TRANSPORTATION TO A MEDICAL CENTRE

- 19.07 Where an Employee or an Employee's dependant is required to travel from his/her place of residence in the Nunavut to secure medical or dental treatment, travelling expenses incurred will be reimbursed subject to the following provisions:
- (a) Payment shall not exceed the cost of return transportation to the Employee's point of departure or the nearest place where adequate treatment is available, whichever results in the lesser expense and seven (7) days hotel accommodation and meal costs in accordance with the rates outlined in Article 29. In addition, required taxi or limousine charges will be reimbursed (e.g. a taxi to the airport from Employee's residence, and from the airport at a destination to a hotel would constitute two (2) trips).
 - (b) Where due to inclement weather conditions, or to circumstances completely beyond an Employee's control, his/her travel to the centre where treatment is to be provided is interrupted, the cost of overnight hotel accommodation enroute will be reimbursed.
 - (i) Employees in receipt of funds under part (b) of this clause shall make every reasonable effort to reimburse the Employer by initiating claims for compensation, which may be available from other sources.
 - (c) Payment shall not be made unless a certificate from a qualified medical or dental practitioner supports the claim, as the case may be, stating that the treatment was nonelective and required for the health of the patient, and could not be provided by the facilities or services available at the community in which the Employee is resident.
 - (d) In the case of Employees or their dependants receiving specialized treatment, as outpatients, a maximum of thirty-eight dollars (\$38.00) per day will be reimbursed for accommodation, meals and local transportation expenses for any period beyond seven (7) days, and not to exceed thirty (30) days.
 - (e) This Article will not apply to initial consultation visits for Orthodontic purposes.
 - (f) Where a qualified medical or dental practitioner, as the case may be, certifies that it is necessary for an Employee or his/her dependant to be accompanied by some other person, upon the approval of the Employer there may be paid, in addition to the expenses previously

outlined in this Article, travelling expenses of such other person not to exceed those outlined in (a) and (b).

- (i) When someone other than a medical attendant or person designated by Health and Social Services accompanies the Employee or his/her dependant, where applicable, he or she shall be the spouse or the parent.
- (ii) In the case of an Employee being the escort for a member of his immediate family, the Employee may be granted special leave for non-elective medical evacuation only. Travel time, as defined under Clause 19.08, will not be granted for this escort duty.
- (iii) Employees acting as escorts for members of their immediate family for orthodontic or elective medical escort purposes will not be granted travel time for such escort duty. Annual leave or leave without pay will apply.
- (iv) Medical escort travel assistance for orthodontic visits will only be paid if the child is under eighteen (18) years of age.
- (g) Any travel assistance recovered by the Employee under a group surgical or medical plan to which Employer and Employee share the premium shall be repaid to the Employer to the extent that the Employer under this Article has paid costs for travel.
- (h) These provisions shall apply to an Employee's dependants, where the Employee has declared in a notarized statement, that another employer or the Government of Nunavut does not provide this benefit.

19.08 The Employer shall purchase one (1) airline ticket on behalf of a permanent employee or employee's spouse or dependant if a member of the employee's immediate family (as defined in clause 18.02) is seriously ill and hospitalized outside of Pangnirtung, so that the employee, spouse or dependant may visit the sick or hospitalized immediate family member.

- (a) Each employee may only make use of this article once in every twelve-month period.
- (b) The cost of this ticket shall be repaid by the employee, by way of deduction from the employee's pay cheque. These deductions shall occur over a period not to exceed thirteen (13) pay periods.
- (c) If an employee terminates his employment with the Employer before the cost of the ticket purchased by the Employer under this article has been repaid, any amounts still owing by the employee shall be deducted from the employee's final pay, and any severance pay payable by the Employer to the employee. After these deductions, should the cost of the ticket still not be repaid, any money owing by the employee shall be a debt, which the employer may collect by legal action.

TRAVEL TIME

19.09 Every employee who is proceeding to a medical centre under the provisions of the Article may, with the approval of the Employer, be granted leave of absence with pay which is not to be charged against his sick leave credits for the lesser of two (2) days or the actual time taken to travel from his post to a point of departure and return.

- 19.10 At the end of the fiscal year if an employee has not used any sick leave credits then two (2) of his sick leave credits will be converted to vacation leave. The other thirteen (13) days of sick leave credits will be credited to his sick leave bank. If any sick leave credits are used during the fiscal year, no sick leave credits will be converted to vacation leave.
- 19.11 An employee may use sick leave credits when their presence is required due to illness of the employee's spouse or child.
- 19.12 The Employer may require an employee to produce a certificate from a qualified medical practitioner certifying that such employee is unable to carry out his duties due to illness for sick leave in excess of two (2) working days, or after using five (5) sick leave days in the current fiscal year.
- 19.13 Where an employee makes arrangements to have medical or dental attention during vacation leave, such time will be taken as sick leave and not charged against vacation leave. The employee will submit proof of attending such consultation.

ARTICLE 20 - OTHER TYPES OF LEAVE

COURTLEAVE

- 20.01 Leave of absence with pay shall be given to every Employee other than Employees on leave of absence without pay, laid off or on suspension who is required:
- (a) to serve on a jury and the **jury** selection process; or
 - (b) by subpoena or summons to attend as a witness in any proceeding held:
 - (i) in or under the authority of a court of justice or before a grand jury;
 - (ii) before a court, judge, justice, magistrate, or coroner;
 - (iii) before the Senate or House of Commons of Canada, or a committee of the Senate or House of Commons, otherwise than in the performance of the duties of his position;
 - (iv) before a Legislative Council, Legislative Assembly or House of Assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it;
 - (v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it;
 - (c) Notwithstanding anything contained in this Article, there may be deducted from the regular pay of the Employee any remuneration received by him as a result of serving on a jury or as a witness, other than remuneration received as an allowance or reimbursement for expenses incurred in such duty.

INJURY ON DUTY LEAVE

- 20.02 An Employee shall be granted injury-on-duty leave with pay for such reasonable period as may be determined by the Employee's medical practitioner for:
- (a) a personal injury accidentally received in the performance of his duties and; or
 - (b) sickness resulting from the nature of his employment; or
 - (c) over-exposure to radioactivity or other hazardous conditions in the course of his employment;

If the Employee agrees to pay the Employer any amount received by him for loss of wages in settlement of any claim he may have in respect of such injury, sickness or exposure, providing however that such amount does not stem from a personal disability policy for which the Employee or his agent has paid the premium. Prior to making any payments under this Section, the Employer has the right to speak with the Employee's medical practitioner. The Employee shall, if he wishes to continue his claim for injury on duty leave, permit the physician to release relevant information to the Employer.

- 20.03 The Employer shall make every reasonable effort to find alternate employment within its employ for an Employee who suffers an injury on duty and who as a result becomes unable to carry out his normal work functions.

MATERNITY LEAVE

- 20.04 An Employee who becomes pregnant shall notify the Employer of her pregnancy at least (15) fifteen weeks prior to the expected date of termination of her pregnancy and, subject to clause 20.05, shall, eleven (11) weeks before the expected date of the termination of her pregnancy be granted leave without pay for a period of fifty-two (52) weeks.
- 20.05 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 the fifty two (52) week period;
 - (b) grant maternity leave without pay to an Employee to commence earlier than eleven (11) 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.
- 20.06 Leave granted under this Article shall be counted for the calculation of continuous employment.
- 20.07 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, shall be paid an allowance as set out in Article 20.10.
- 20.08 An applicant under Clause 20.07 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 leave, unless this date is modified with the Employer's consent.
- 20.09 Should the Employee fail to return to work as per the provisions of Clause 20.08, the Employee recognizes that she is indebted to the Employer for the amount of allowance received.
- 20.10 In respect of the period of leave, payments made by the Employer will consist of the following:
- (a) For the first two weeks, payment 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 employment insurance benefits she is eligible to receive and ninety-three percent (93%) of her weekly rate of pay.
 - (b) For a full-time Employee the weekly rate of pay referred to in Clause 20.10(a) shall be the weekly rate of pay to which she is entitled for the classification prescribed in her certificate of appointment on the day immediately preceding the commencement of the leave.
 - (c) For a part-time Employee the weekly rate of pay referred to in Clause 20.10(a) shall be the pro-rated weekly rate of pay to which she is entitled for the classification prescribed in her certificate of appointment averaged over the (6) six month period of continuous employment immediately preceding the commencement of the leave.
 - (d) 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 Clause 20.10(a), the payments shall be adjusted accordingly.
 - (e) The employee shall not receive more than ninety-three percent (93%) of her regular wages while receiving this allowance.
 - (f) Employees who are in receipt of payments under Clause 20.10(a) during their period of leave of absence without pay shall also be entitled to receive any allowances to which they would otherwise be entitled during the period that they are receiving these payments.
- 20.11 Employees have no vested right to payments during periods of maternity leave except to payments during the first seventeen (17) weeks of maternity leave
- 20.12 When a pregnant Employee produces a statement from her physician that her working condition may be detrimental to her health or that of the fetus, the Employer will either change those working conditions where that is reasonable within his operational requirements or allow the Employee to take leave of absence without pay for the duration of her pregnancy.

EMERGENCY LEAVE

- 20.13 Notwithstanding any provisions for leave in this Agreement, the Employer may grant leave of absence with or without pay to an Employee in emergency or unusual circumstances.

CARE AND NURTURING OF PRE-SCHOOL CHILDREN

- 20.14 After two (2) years of continuous employment, at the request of an Employee and subject to operational requirements, leave without pay in one (1) or more periods to a total maximum of one (1) year during an Employee's total period of employment may be provided for the care and nurturing of pre-school children.

LEAVE WITHOUT PAY FOR PERSONAL NEEDS

- 20.15 Leave without pay for personal needs may be granted, subject to operational requirements, to an Employee for up to one (1) year.

LEAVE WITHOUT PAY FOR RELOCATION OF SPOUSE

- 20.16 At the request of an Employee, leave without pay for a period of one (1) year may be granted to an Employee whose spouse is relocated.

ADOPTION LEAVE

- 20.17 Subject to Clause 20.18, the provisions of Clauses 20.05 to 20.11 shall apply to cases of adoption leave. Both male and female employees shall be entitled to adoption leave without pay.

PARENTAL LEAVE WITHOUT PAY

- 20.18 Where an employee has or will have the actual care and custody of his/her newborn child; or where an employee commences proceedings to adopt a child who is below the age of majority or obtains an order for the adoption of a child who is below the age of majority, the employee shall be granted paternal leave without pay for a single period of up to thirty-seven (37) consecutive weeks. The leave shall be taken during the fifty-two (52) week period immediately following the day the child is born or, in the case of adoption, within the fifty-two (52) week period from the date the child comes into the employee's care and custody.
- 20.19 Parental leave granted by the Employer shall be counted for the calculation of continuous employment.
- 20.20 Parental leave utilized by an employee-couple shall not exceed a total of thirty-seven (37) weeks for both employees combined.
- 20.21 Parental leave utilized by an employee-couple in conjunction with maternity leave shall not exceed a total of fifty-two (52) weeks for both employees combined.
- 20.22 Parental leave taken by an employee in conjunction with maternity leave shall be taken immediately after the termination of the maternity leave and the duration of both periods of leave shall not exceed a total of fifty-two (52) weeks.

ARTICLE 21 - SHORT TERM LEAVE FOR TRAINING PURPOSES

- 21.01 Leave without pay to take advanced or supplementary professional or technical training of less than one academic year may be granted to Employees upon the recommendation of the Housing Manager and with the approval of the Employer.
- 21.02 Such leave shall be based on an appraisal of the present and future job requirements and the qualifications of the Employee applying therefor and shall be granted only to meet the identified needs of the Employer.
- 21.03 Full or partial financial assistance in respect of salary, tuition, travelling and other expenses may be granted during such leave;

- (a) where the Employee has become technically obsolete and requires retraining to satisfactorily carry out the work assigned to him; or
 - (b) where the courses are required to keep the Employee abreast of new knowledge and techniques in his field of work; or
 - (c) where qualified persons cannot be recruited to carry out essential work and it is necessary to train present Employees.
- 21.04 When an Employee provides the Employer with evidence that he has successfully completed a course the Employer may reimburse the Employee for tuition fees paid by him with respect to the course if the course is of value to the Employee's **work** and does not require him to be absent from duty.
- 21.05 Under this Article, leave with full or partial financial assistance in respect of salary will carry with it the obligation for the Employee to return after leave to work for the Employer for a period equivalent to the leave.
- 21.06 Where an Employee has submitted a request for leave under Clause 21.01 and 21.02, the Employer shall, within sixty (60) calendar days from the date of the Employee's submission, advise the Employee whether his request has been approved or denied.
- 21.07 The Employee will refund all costs expended by the Employer other than the wages if he fails to complete any training course for no apparent reasons. A repayment schedule will be mutually agreed upon prior to repayment.

ARTICLE 22 - HOURS OF WORK

- 22.01 Regular hours of **work** for office staff shall be from 8:30 a.m. to 5:00 p.m., exclusive of a one (1) hour meal period, Monday to Friday. Regular hours of work for maintenance staff shall be from 9:00 a.m. to 6:00 p.m., exclusive of a one (1) hour meal period, Monday to Friday.
- 22.02 The meal period shall be from 12:00 p.m. to 1:00 p.m.
- 22.03 All Employees shall be entitled to rest periods of fifteen (15) minutes duration twice per day commencing at or around 10:00 a.m. and at or around 3:00 p.m.
- 22.04 In the event that an Employee is unable to take his meal period or rest period(s) due to operational requirements, the meal period or rest period(s) will be taken at a later time. Meal and rest periods may be taken at a different time that best suits operational needs of the Employer and the personal needs of the Employees, if mutual agreement is reached between the Employer and the Employees.
- 22.05 Nothing in this Agreement constitutes a guarantee of hours.

ARTICLE 23 - OVERTIME

- 23.01 In this Article:
- (a) "Overtime" means work performed by an Employee in excess or outside of his regularly scheduled hours of work.

- (b) "Straight time rate" means the hourly rate of pay.
- (c) "Time and one-half" means one and one-half times the straight time rate.
- (d) "Double time" means twice the straight time rate.

23.02 An Employee who is required to work overtime shall be paid as follows:

- (a) At time and one-half (1½ X) for the first fifteen (15) minutes, and
- (b) at time and one-half (1½ X) thereafter subject to a minimum payment of forty five (45) minutes.

23.03 Employees shall record starting and finishing times of overtime worked on a form determined by the Employer.

23.04 Subject to the operational requirements of the service the Employer shall make every reasonable effort:

- (a) to allocate overtime work on an equitable basis among readily available qualified Employees who are normally required in their regular duties to perform that work;
- (b) to give Employees who are required to work overtime reasonable advance notice of this requirement.

23.05 Except in the case of an emergency, an Employee may refuse to work overtime. Where an Employee wishes to refuse overtime for an extended period projected into the future, he shall so advise the Employer in writing.

23.06 Subject to Article 23.02 an Employee who is requested to work overtime shall be entitled to the appropriate rate described below in (a).

- (a) Overtime work shall be compensated as follows:
 - (i) at time and one-half (1½ X) for the first four hours of overtime worked, and
 - (ii) at double time (2X) for all hours of overtime worked after the first four (4) consecutive hours of overtime and double time (2X) for all hours worked on the second or subsequent day of rest provided the days of rest are consecutive.
 - (iii) Subject to Article 16.08 in lieu of (i) and (ii) above, at the request of the Employee, the Employer will grant equivalent leave with pay at the appropriate overtime rate to be taken at a time mutually agreeable to the Employer and the Employee.
- (b) "First day of rest" is defined as the twenty-four (24) hour period commencing at midnight of the calendar day on which the Employee completed his last regular shift, and
- (c) When the first and second or subsequent day of rest are consecutive, "second or subsequent day of rest" is defined as the period immediately following expiration of the first day of rest and ending at the time of commencement of the Employee's next regular shift.

23.07 At the request of the Employee overtime compensation shall be paid to an Employee by a separate cheque.

ARTICLE 24 - PAY

24.01 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.

24.02 Employees shall be paid on every second Thursday.

24.03 In the event there is delay in paying Employees, emergency cheques will be issued to the extent of wages earned during that pay period.

24.04 Where cheques are distributed to Employees at their place of work, they shall be distributed individually or placed in sealed envelopes.

24.05 Employees, who have earned overtime compensation or any other extra allowances in addition to their regular pay, should receive such remuneration in the pay period in which it was earned but in any event shall receive such remuneration on the following payday.

24.06 When overtime compensation is paid, the pay statement shall indicate the pay periods, rate of overtime, and the number of overtime hours.

24.07 Overtime will be accumulated and banked, to be taken as time off in lieu of pay. Once a bank of ten (10) days has been accumulated, overtime will be compensated in the form of pay.

ACTING PAY

24.08 When an Employee is required by the Employer to perform the duties of a higher classification level on an acting basis, he shall be paid acting pay calculated from the date on which he commenced at his regular rate plus ten percent (10%).

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

SALARY INCREASES

24.10 The Employer agrees to pay the negotiated salary increases to every Employee not later than the month following the month in which this Agreement is signed and not later than the month following the month in which any subsequent salary increases become effective.

24.11 The Employer agrees to pay all retroactive remuneration for salary increases, overtime, acting pay and allowances not later than two months following the month in which the Agreement is signed.

24.12 Retroactive pay shall be issued on a separate cheque. In the event that retroactive pay is not issued in the time allotted in Clause 24.11 above, interest at prime rates will also be paid.

- 24.13 When an Employee is appointed to a new position he shall be paid:
- (a) If the appointment constitutes a promotion as defined in Article 2.01 (y) an increase in salary that is nearest to but not less than the difference between Step 1 and Step 2 of the new pay range.
 - (b) If the appointment constitutes a transfer, at the rate nearest to, but not less than his former rate of pay; or
 - (i) Where the Employee agrees to accept a transfer to a position, the maximum rate of pay of which is less than his present rate of pay, the Employee will continue to receive his normal rate of pay, which will be red-circled. When the maximum rate of pay of his new position exceeds the red-circled amount, he shall then follow the pay scale for the new position at the maximum amount.
 - (c) If the appointment is as a result of the Employee's successful application for a position, the maximum rate of pay of which is equal to or less than that of the Employee's present position, the Employee shall be paid at a level in the appropriate pay range for the new position that is commensurate to the Employee's qualifications and experience for the position.
- 24.14 Notwithstanding the provisions of Clause 24.01 when a position is converted or, where as a result of audit or review, a converted position is found to be over-classified and the maximum salary payable in the new range is less than the maximum salary of the incumbent of that position, he shall be paid as the present incumbent of that position in a holding range which will permit him to be paid at a salary which is nearest to and not less than his present maximum salary.
- 24.15 Where an Employee accepts a transfer or training that would put him in a position nearer to the position before it was reclassified, he shall continue to be paid in the holding range.
- 24.16 For the purposes of this Article, a present incumbent is an Employee who, subject to the above provisions, continues to receive the annual and negotiated increases for the range of the position before it was reclassified downwards.

PAY RECOVERY

- 24.17 Where an Employee, through no fault of his own, has been overpaid, the Employer will, before recovery action is implemented, advise the Employee in writing of the amount overpaid and the intention of the Employer to recover the overpayment. Prior to said recovery, the Employer and Employee shall discuss and devise an acceptable recovery schedule.
- (a) If more than one year has passed since the undetected overpayment was made, then the Employer shall be limited to recovering fifty percent (50%) of the overpayment.
 - (b) If more than two (2) years have passed since the overpayment, there shall be no recovery of the overpayment.

ARTICLE 25 - REPORTING PAY

- 25.01 If an Employee reports to work on his regularly scheduled work day and there is insufficient or no work available he is entitled to four (4) hours' pay at the straight time rate.

- 25.02 If an Employee is directed to report for work on a day of rest or on a designated paid holiday, and there is insufficient work available, he shall be entitled to four (4) hours of work at the appropriate overtime rate. When no work is available, he shall receive compensation to four (4) hours' pay at the appropriate overtime rate.
- 25.03 If an Employee is directed to report for work outside of his regularly scheduled hours, he shall be paid the greater of:
- (a) Compensation at the appropriate overtime rate; or
 - (b) Compensation equivalent to four (4) hours' pay at the straight time rate.

ARTICLE 26 - CALL-BACK PAY

- 26.01 When an Employee is recalled to a place of work for a specific duty, he 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.
- 26.02 Compensation for call-back shall be made either in cash or lieu time. An Employee may accumulate up to eighty (80) hours of lieu time. For all periods of call-back pay beyond eighty (80) hours, the Employee shall be compensated in cash. If the Employee chooses lieu time, it shall be taken at a time mutually agreeable to Employer and Employee.
- 26.03 Except in the case of an emergency Employees shall not be required to return to work on a call-back. When Employees do return to work on a call-back, payment under this Article shall be made whether or not work is actually available and performed.
- 26.04 Subject to clause 26.03 above, no Employee shall be disciplined for being unable to return to work on a call-back.

ARTICLE 27 - SHIFT WORK

- 27.01 There shall be no shift work.

ARTICLE 28 - STANDBY

- 28.01 When the Employer requires an Employee to be available on standby during off-duty hours, the Employee shall be compensated in the following amounts for each eight (8) hour shift of Standby
- | | |
|--------------------|---------|
| Weekday | \$8.00 |
| Saturday | \$9.00 |
| Sunday and Holiday | \$11.00 |
- 28.02 An Employee designated by letter or by list for standby duty shall be available during his period of Standby at a known telephone number and shall be available to return for duty as quickly as possible if called. In designating Employees for Standby the Employer will endeavour to provide for the

equitable distribution of standby duties among readily available qualified Employees who are normally required, in their regular duties, to perform that work.

- 28.03 No standby payment shall be granted if an Employee is unable to report for **duty** when required.
- 28.04 An Employee on Standby who is required to report for work shall be paid, in addition to the standby pay, the appropriate overtime rate for all hours worked, subject to a minimum payment of four (4) hours' pay at the straight time rate each time he reports, except that this minimum shall only apply once during each standby period of eight (8) consecutive hours or portion thereof.
- 28.05 Except in the case of an emergency, standby schedules shall be posted fourteen (14) days in advance of the starting date of the new shift schedule.
- 28.06 Employees on standby shall have the use of an Employer's vehicle.

ARTICLE 29 - PAY FOR TRAVEL ON BEHALF OF EMPLOYER

- 29.01 Where an Employee is required to travel on behalf of the Employer, he shall be paid:
- (a) When **the** travel occurs on a regular work day, as though he were at **work** for all hours travelled;
 - (b) When the travel occurs on a day of rest or designated paid holiday, at the applicable overtime rate for all hours travelled, with a minimum of four (4) hours pay at the straight time rate and a maximum of eight (8) hours at the applicable overtime rate.
- 29.02 Where an Employee is absent from home on a designated paid holiday or day of rest and does not work, he shall receive cash payment at time and one-half (1½) his rate of pay or be granted lieu time.
- 29.03 Clauses 29.01 and 29.02 shall not apply to an apprentice while travelling to or from trades school on a day of rest or designated paid holiday or while in attendance at trades' school.
- 29.04 Notwithstanding clauses 29.01 to 29.03, the Employer may make other arrangements mutually agreeable between the Employer and Employee.

DUTY TRAVEL

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

ACCOMMODATION

- 29.06 Non-Commercial Accommodation - where Employees make private arrangements for overnight accommodation, they may claim thirteen dollars and fifty cents (\$13.50) for each night.

MEALS AND INCIDENTAL EXPENSES

- 29.07 For periods of duty travel the employee shall be compensated according to the Government of Nunavut rates.

CHILD CARE EXPENSES

- 29.08 Employees may be reimbursed a maximum of fifteen dollars (\$15.00) per day per child, upon provision of receipts, if the Employee, due to the requirement to travel on behalf of the Employer, incurs childcare expenses, which exceed those, which would have been normally incurred.

ARTICLE 30 - JOB DESCRIPTION

- 30.01 When an Employee is first hired or when an Employee is reassigned to another position in the bargaining unit, the Employer shall, before the Employee is assigned to that position, provide the Employee with a current and accurate Job Description of the position to which he or she is assigned.
- 30.02 Upon written request, an Employee shall be given a complete and current Job Description of his or her position.

ARTICLE 31 - EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

- 31.01 When a formal review of an Employee's performance is made, the Employee concerned shall be given the opportunity to discuss and then sign the review form in question to indicate that its contents have been read and understood. The employee shall also be given the opportunity to provide written comments to be attached to his performance appraisal and may use the grievance procedure in Article 41 to correct any factual inaccuracies in his performance appraisal.
- 31.02 The formal review of an Employee's performance shall also incorporate an opportunity for the Employee to state his career development goals and request any training, in-service training, re-training, or any facets of career development, which may be available.
- 31.03 The Employer agrees not to introduce as evidence in the case of promotional opportunities or disciplinary action any document from the file of an Employee, the existence of which the Employee was not made aware, by the provision of a copy thereof at the time of filing or within five (5) working days thereafter.
- 31.04 Any document or written statement related to disciplinary action which may have been placed on the Personnel file of an Employee shall be destroyed after two (2) years have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.
- 31.05 Upon written request of an Employee, the Personnel file of that Employee shall be made available for his examination at reasonable times in the presence of an authorized representative of the Employer. Twenty-four (24) hours notice will be given.
- 31.06 The Employer's representative who assesses an Employee's performance must have observed the Employee's performance for at least one-half (1/2) of the period for which the Employee's performance is evaluated or have input from another person who has so observed the Employee.
- 31.07 Where an Employee is required to attend a meeting with the Employer to deal with matters that are of a disciplinary nature, the Employee shall have the right to have a representative of the Union in attendance. The Employer must advise the Employee of his right to be accompanied by his representative with sufficient notice.

- 31.08 Only one file per Employee for the purposes of performance evaluation or discipline shall exist.
- 31.09 The Employer agrees that communications between an Employee and his representative are privileged and confidential. The Employer shall not ask questions of the representatives on confidential matters and the representative shall not be forced to testify against an Employee.

ARTICLE 32 - CLASSIFICATION

- 32.01 During the term of this Agreement, if a new or revised classification standard is implemented by the Employer, the Employer shall before applying the new or revised classification standard, negotiate with the Union the rates of pay and the rules affecting the pay of Employees for the classification affected. If the parties fail to reach agreement within sixty (60) days from the date on which the Employer submits the new or revised standard to the Union, the Employer may withdraw the proposed classification and may re-submit their proposal or the Employer may apply the new rates of pay and the Union may refer the matter to arbitration. The arbitrator's decision will be retroactive to the date of application of the new rates.

ARTICLE 33 - TERM POSITIONS

- 33.01 No term position shall have a stated term of more than three (3) years, except for term journeyman position, which may last for such period as is necessary for the apprentice working with the journeyman to finish his course.
- 33.02 No term position shall be extended from its originally stated term without the consent of the Union.
- 33.03 The employment of the incumbent of a term position must continue to the end of the term, except in the case of a termination for the reasons of discipline or lack of funding.
- 33.04 Subject to 33.01, should the Employer wish a term position to extend beyond its term, that position must become a regular position, which must be offered to the incumbent of the term position, and his or her seniority date shall be the initial date of hire into the term position.
- 33.05 An Employee in a term position is not entitled to severance pay at the end of the term.

ARTICLE 34 - CASUAL EMPLOYMENT

- 34.01 Where the Employer anticipates the period of temporary employment to be in excess of four (4) months, the Employee shall be appointed on a term basis and shall be entitled to all provisions of the Collective Agreement from the first day of his employment.
- 34.02 The Employer shall ensure that a series of casual Employees will not be employed in lieu of establishing a full-time position or filling a vacant position.
- 34.03 "Continuous Employment" in respect of a casual Employee shall include any period of employment with the Pangnirtung Housing Association, which has not been broken by more than ten (10) working days.
- 34.04 Designated Paid Holidays shall apply to a casual Employee after fifteen (15) calendar days of continuous employment.

- 34.05 A casual Employee shall upon commencement of employment be notified of the anticipated termination of his employment, and shall be provided one day's notice of lay-off for each week of continuous employment to a maximum of ten (10) days notice.
- 34.06 Casual employees, after they have been employed for thirty (30) days, shall be entitled to earn special leave credits pursuant to clause 18.01 and sick leave credits pursuant to clause 19.01. Subject to the provisions of this clause, casual employees may access these credits, in accordance with the provisions of this Agreement, while they are employed with the Employer. Casual employees will not be eligible to have sick or special leave credits advanced.
- 34.07 In order to obtain sick leave, a casual employee must provide a medical certificate verifying that he was unable to work due to illness.
- 34.08 Sick and special leave credits cannot be carried forward from one period of casual employment to another, where there is a break in continuous employment as defined in this Article.
- 34.09 Casual employees shall be entitled to receive the following benefits
- (a) Vacation pay of 6% paid for all hours worked; and
 - (b) Settlement Allowance paid on an hourly basis for all hours worked.

ARTICLE 35 - LAY-OFF AND JOB SECURITY

- 35.01 Employees shall be required to undergo a probationary period when transferred, demoted or promoted to another position except to the extent that there will be no deemed just cause on termination.
- 35.02 The Employer may retrain Employees who would otherwise become redundant as a result of Employer planned termination and such retraining shall commence as soon as possible.

LAY-OFF

- 35.03 Lay-offs will be made, when necessary, on the basis of reverse order of seniority within the affected classification.
- 35.04 In order to minimize the adverse effects of lay-off, the Employer will provide retraining when practicable.
- 35.05 A person ceases to be a lay-off if he is not appointed to a position within twelve (12) months from the date on which he became a lay-off.

LAYOFF NOTICE

- 35.06 Before an Employee is laid off:
- (a) Each such Employee shall be given three (3) months' notice in writing of the effective date of his lay-off or pay in lieu thereof;
 - (b) Every Employee subject to lay-off shall, during the three (3) months' period of notice, be granted reasonable leave with pay for the purpose of being interviewed and examined by a

prospective Employer and to such additional leave with pay as the Employer considers reasonable for the Employee to travel to and from the place where his presence is so required.

RECALL

- 35.07 Recall from a lay-off will be made on the basis of seniority and classification of work
- 35.08 The Employer shall give notice of recall personally or by registered mail.
- (a) Where notice of recall is given personally, the Employer shall deliver in duplicate a letter stating that the Employee is recalled. In this instance, notice of recall is deemed to be given when served.
 - (b) Where notice of recall is given by registered mail, notice is deemed to be given seven days from the date of mailing.
- 35.09 The Employee shall return to work within ten (10) working days of receipt of notice of recall, unless, on reasonable grounds, he is unable to do so, but in any event he shall return to work within twenty-eight (28) calendar days.

GARNISHEE

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

COOLING OFF PERIOD - 2 WORKING DAYS

- 35.11 An Employee who wilfully terminates his employment as a result of a misunderstanding or argument shall be allowed to return to work and remain employed if he does so within two (2) working days. The benefit of the cooling off period shall only apply once per fiscal year. This Clause does not apply to casual employees.

ARTICLE 36 - TECHNOLOGICAL CHANGE

- 36.01 Both parties recognize the overall advantages of technological change. Both parties will therefore encourage and promote technological change and improvements.

With this in view, and recognizing the extensive lead time required for the selection, installation and provision of sophisticated equipment, the Employer agrees to provide as much advance notice as possible but not less than 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. In addition, the Employer agrees to consult with the Union with a view to resolving problems which may arise as a result of the introduction of such technological change, and should the parties not agree, the matter shall be referred to arbitration. The imposition of said technological change shall be postponed until an arbitral award is handed down.

- 36.02 In cases where Employees may require retraining the Employer will make every reasonable effort to offer training courses.

ARTICLE 37 - SEVERANCE PAY

LAY OFF

- 37.01 An Employee who has two (2) years or more of continuous employment, and who is laid off is entitled to be paid Severance Pay at the time of lay-off.
- 37.02 An Employee who is hired from outside of Pangnirtung who has (1) one year or more of continuous employment and who is laid off is entitled to Severance Pay at the time of lay-off.
- 37.03 In the case of an Employee who is laid off for the first time following the signing of this Agreement, the amount of Severance Pay shall be two (2) weeks pay for the first complete year of continuous employment, two (2) weeks pay for the second complete year of continuous employment and one (1) weeks pay for each succeeding complete year of continuous employment. The total amount of Severance Pay which may be paid under this Clause shall not exceed &vent)-eight(28) weeks' pay.
- 37.04 In the case of an Employee who is laid off for a second or subsequent time following the signing of this Agreement the amount of Severance Pay shall be two (2) weeks pay for the first complete year of continuous employment after re-engagement and one (1) weeks pay for each succeeding complete year of continuous employment less any period in respect of which he was granted Severance Pay by the Employer from the previous lay-off but the total amount of Severance Pay which may be paid under this Clause shall not exceed twenty-seven (37) weeks pay.
- 37.05 In no case shall a total in excess of twenty-eight (28) weeks Severance Pay be paid, regardless of the number of times an Employee is laid off.

RESIGNATION

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

Half the number of years of employment times weekly rate of pay on resignation.

RETIREMENT AND TERMINATION FOR HEALTH REASONS

- 37.07 This Clause shall apply to an Employee:
 - (a) Who retires from the Employer; or
 - (b) Whose employment is terminated as a result of a recommendation made to the Employer that the Employee was incapable of performing his duties because of chronically poor health, and
- 37.08 When employment terminates for either of the reasons stated in clause 38.07, the Employee shall be paid Severance Pay equal to the product obtained by multiplying his weekly rate of pay on termination of employment by the number of completed years of his continuous employment to a maximum of thirty (30), less any period of continuous employment in respect of which Severance Pay was previously granted.
- 37.09 When employment terminates for either of the reasons stated in clause 38.07, the Employee shall have the right to waive his entitlement to Severance Pay and, in lieu thereof, be granted an equivalent

period of leave with pay. This clause shall be effective April 1, 1988 at which time; employees will begin to accumulate length of employment for the purpose of this clause.

- 37.10 If an Employee dies, there shall be paid to his estate an amount equal to the product obtained by multiplying his weekly rate of pay immediately prior to death by the number of years of continuous employment with a maximum of thirty (30) regardless of any other benefit payable.
- 37.11 Except for 37.09 this Article will come into effect April 1, 1990 at which time all Employees ~~will~~ begin to accumulate length of employment for the purposes of this Article. Length of employment will therefore will not equate to the taken on strength date of the Employee.

ARTICLE 38 - CONTRACTING OUT

- 38.01 Contracting out of bargaining unit work shall not occur if it would result in the lay off, continuance of a lay off or reduction in the hours of work of bargaining unit members.

ARTICLE 39 - LABOUR/MANAGEMENT COMMITTEE

- 39.01 A Labour/Management Committee will be formed to consult on matters of Safety and Health, the Employee Assistance Program, and other matters of mutual interest.
- 39.02 The Labour/Management Committee shall be comprised of equal representation of the Union and the Employer, with each party choosing their respective representatives.
- 39.03 The Committee will meet at any time at the request of either party, but in any event will meet at least once every six (6) months.
- 39.04 In matters of Safety and Health, the Committee shall follow the applicable legislation and regulations. A copy of the legislation and regulations shall be available at the Employer's shop and office. Information concerning Workers Compensation shall be made available.

FIRST AID

- 39.05 The Committee should ensure that Employees can obtain the assistance of a first aid attendant easily and rapidly in all workplaces.
- 39.06 The Committee should provide first aid kits in all establishments, including third party premises, keep the said kits in good condition and make them accessible and available to Employees at all times.
- 39.07 A list of all first aid attendants and the locations in which they may be found shall be posted in all establishments as determined by the Committee.

FIRST AID TRAINING

- 39.08 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.

PROTECTIVE EQUIPMENT

- 39.09 The Employer shall provide and pay for all protective devices and other equipment necessary to properly protect Employees from injury and unhealthy conditions. The Employer shall make provisions for the proper cleaning maintenance of all safety equipment, devices and clothing at no cost to the employees.

EMPLOYEE ASSISTANCE PROGRAM

- 39.10 In matters of the Employee Assistance Program, the Labour/Management Committee shall concern itself with poor work performance resulting from suspected alcohol or drug addiction.
- 39.11 Should this item of business arise during a Labour/Management Committee meeting, the Committee will deal with the matter confidentially taking into consideration the following provisions:
- (a) That alcohol and drug addictions are medical disorders, and
 - (b) That an Employee should be encouraged to remedy a disorder due to an addiction, and
 - (c) That benefits normally extended to Employees during the time of illness shall be extended to an Employee suffering from an addiction at such a time that he or she seeks to correct this disorder, and
 - (d) That the decision to undertake treatment is the responsibility of the Employee, and
 - (e) That the decision to seek treatment will not affect job security.

ARTICLE 40 - ULTIMATE REMOVAL ASSISTANCE

- 40.01 Employees hired from outside Pangnirtung will be eligible for reasonable expenses as agreed to in writing between the Employer and the employee at the time of his initial appointment. The employee is to be advised in writing that the ultimate removal assistance is negotiable at the time of hire.

ARTICLE 41 - ADJUSTMENT OF DISPUTES

- 41.01 The Employer and the Union recognize that grievances may arise in each of the following circumstances:
- (a) By the interpretation or application of:
 - (i) a provision of an Act or regulation, or a direction or other instrument made or issued by the Employer dealing with terms or conditions of employment; or
 - (ii) a provision of this Collective Agreement or Arbitral Award; and
 - (b) disciplinary action resulting in demotion, suspension, or a financial penalty;
 - (c) dismissal; and
 - (d) letters of discipline placed on personnel file.

- 41.02 The procedure for final resolution of grievances listed in Clause 41.01(a), (b) and (c) is arbitration. Final level for Clause 41.01(d) is second level followed by the Labour Management Committee as per Clause 41.29.
- 41.03 If he so desires, an Employee may be assisted and represented by the Union when presenting a grievance at any level.
- 41.04 An Employee who wishes to present a grievance at any prescribed level in the grievance procedure, shall transmit this grievance to his immediate supervisor 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 with a receipt stating the date on which the grievance was received by him.
- 41.05 A grievance of an Employee shall not be deemed to be invalid by a reason only of the fact it is not in accordance with the form supplied by the Employer.
- 41.06 Except as otherwise provided in this Agreement a grievance shall be processed by recourse to the following steps:
- (a) First Level (Housing Manager);
 - (b) Second Level (Board of Directors of the Employer);
 - (c) Final Level (Arbitration).
- 41.07 The Employer shall inform each Employee of the name and address of the Manager and Board Representative to whom a grievance is to be presented by posting notices in places where such notices are most likely to come to the attention of the Employees to whom the grievance procedure applies or otherwise as determined between Employer and Union.
- 41.08 The Union shall have the right to consult with the Employer with respect to a grievance at each or any level of the grievance procedure.
- 41.09 An Employee may present a grievance to the first level of the procedure in the manner prescribed in Clause 41.04 not later than twenty-five (25) calendar days after the date on which he is notified orally or in writing or on which he first becomes aware of the action or circumstances giving rise to the grievance.
- 41.10 The Employer shall reply in writing to an Employee's grievance within twenty-one (21) calendar days at first level, and within thirty (30) calendar days at second level.
- 41.11 An Employee or the Union may present a grievance at each succeeding level in the grievance procedure beyond first level:
- (a) Where the decision or settlement is not satisfactory to the griever, within twenty-one (21) calendar days after that decision or settlement has been conveyed in writing to him by the Employer, or;

- (b) Where the Employer has not conveyed a decision to the grievor within the time prescribed in Clause 41.10 within twenty-one (21) calendar days after the day the reply was due.
- 41.12 The Employer shall file its grievances directly with the President of the Union.
- 41.13 No Employee shall be dismissed without first being given notice in writing together with the reasons therefore. When the Employer dismisses an Employee the grievance procedures shall apply except that the grievance may be presented at the Final Level.
- 41.14 The Union shall have the right to initiate and present a grievance on any matter to any level of management specified in the grievance procedure. The Employer shall have the right to initiate a grievance, and present it to the Union Representative. This shall be deemed to have fulfilled second level requirements. Onus placed upon the Employer throughout this Section shall be placed upon the Union in this instance and the same time limits shall apply.
- 41.15 An Employee shall have the right to present a grievance on matters relating to the application or interpretation of this Agreement provided he first obtains the authorization of the Union prior to presenting such grievance.
- 41.16 An Employee may, by written notice to the Manager, withdraw a grievance provided that, where the grievance is one arising out of the application or interpretation of this Agreement his withdrawal has the approval, in writing, of the Union.
- 41.17 The time limits stipulated in this Article may be extended by mutual agreement between Employer and Union. Grievances, which are not presented or advanced within time limits set out in this Article, are abandoned, and may not later be presented or advanced.
- 41.18 No proceedings under this Article are invalid by reason of any defect of form or any technical irregularity.

ARBITRATION

- 41.19 Should the grievance not be resolved following second level either party may, by written notice to the other party, refer the matter to arbitration.
- 41.20 The parties agree that any arbitration arising out of this agreement shall be made by a single arbitrator to be mutually agreed upon by the parties.
- 41.21 If mutual agreement is not reached by the parties to choose a single arbitrator within thirty (30) calendar days from the date that either party receives notification of a wish to proceed to arbitration, then the Minister responsible for the *Canada Labour Code* shall be asked to appoint said arbitrator. Both parties shall accept this appointment.
- 41.22 The arbitrator has all of the powers granted to arbitrators under the Canada Labour Code, Part I, in addition to any powers, which are contained in this Agreement.
- 41.23 The arbitrator shall hear and determine the difference or allegation and shall issue a written decision and the decision is final and binding upon the parties and upon any Employee affected by it.
- 41.24 The award of the arbitrator shall be signed by him and copies thereof shall be transmitted to the parties to the dispute within three (3) months of the hearing.

- 41.25 The Arbitrator shall not have the authority to alter or amend any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or to render any decision contrary to the terms and provision of this Agreement, or to increase or decrease wages.
- 41.26 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.
- 41.27 Where a party has failed to comply with any of the terms of the decision of the arbitrator, either party or Employee affected by the decision may, after the expiration of thirty (30) calendar days from the date of the receipt of the decision or the date provided in the decision for compliance, whichever is later, make an application to the Nunavut Court of Justice to enforce the terms of the decision. Except in the case of a question of law there will be no review of the reasons for the decision.
- 41.28 In addition to the powers granted to arbitrators under the provisions of the Canada Labour Code, the Arbitrator may determine that the Employee has been dismissed for other than proper cause and he may:
- (a) direct the Employer to reinstate the Employee and pay to the Employee a sum equal to his wages lost by reason of his dismissal, or such less sum as in the opinion of the arbitrator is fair and reasonable; or
 - (b) make such order as he considers fair and reasonable having regard to the terms of this Agreement.
- 41.29 Prior to a matter being forwarded to arbitration, the Labour Management Committee will have ten (10) days to attempt to resolve the matter.

ARTICLE 42 - CIVIL LIABILITY

- 42.01 If an action or proceeding is brought against any Employee or former Employee covered by this Agreement for an alleged tort committed by him in the performance of his duties, then:
- (a) The Employee, upon being served with any legal process, or upon receipt of any action or proceeding as hereinbefore referred to, being commenced against him shall advise the Housing Manager of any such notification or legal process;
 - (b) The Employer shall pay any damages or costs awarded against any such Employee in any such action or proceedings and all legal fees, and/or;
 - (c) The Employer shall pay any sum required to be paid by such Employee in connection with the settlement of any claim made against such Employee provided the conduct of the Employee which gave rise to the action did not constitute a gross disregard or neglect of his duty as an Employee. The Employee shall not enter into any settlement agreement without the express written authority of the Employer and if he does enter into any such settlement agreement without proper authorization he agrees to waive any rights provided to him under this Article.
 - (d) Upon the Employee notifying the Employer in accordance with paragraph (a) above, the Employer and the Employee shall forthwith meet and appoint counsel that is mutually agreeable to both parties. Should the parties be unable to agree on counsel that is

satisfactory to both, then the Employer shall unilaterally appoint counsel. The Employee agrees to cooperate fully with appointed counsel.

- (e) If upon adjudication of a matter arising out of this Article there is a finding that the Employee was not acting in the performance of his duties at the time of the alleged tort then he shall be indebted to the Employer for an amount equal to the expenses incurred on his behalf pursuant to this Article. Prior to said recovery the Employer and Employee shall discuss an acceptable recovery schedule.

ARTICLE 43 - SUSPENSION AND DISCIPLINE

- 43.01 When Employees are to be suspended or discharged from duty, the Employer shall notify the Employee in writing of the reasons for such suspension or discharge at least twenty-four (24) hours after the suspension or discharge in sufficient detail that the Employee may defend himself/herself against it.
- 43.02 The Employer shall notify the local representative of the Union that such suspension or discharge has occurred or is to occur.
- 43.03 When Employees are required to attend a meeting where a disciplinary decision concerning them is to be taken by the Employer, or a representative of the Employer, the Employees are entitled to have, at their request, a representative of the Union attend the meeting.
- 43.04 The Labour/Management Committee shall meet to review any matter being referred to arbitration and shall attempt to resolve the matter within ten (10) days. Failing a suitable resolution, the matter will proceed to Arbitration.

ARTICLE 44 - VACANCIES, JOB POSTING, PROMOTIONS, AND TRANSFERS

- 44.01 Every vacancy for positions expected to be of more than six (6) months' duration and every newly created position shall be posted on the Union notice Board. The job posting shall state the job classification, rate of pay, shift, and required qualifications of the job. An Employee who wishes to apply for a position so posted shall do so on or before the closing date as advertised on the posting.
- 44.02 Seniority shall be the governing factor in determining promotions, demotions, order of lay-off and order of recall, and filling of jobs after posting, providing that the most senior Employee possesses the required qualifications and ability to perform the normal requirements of the job.
 - (a) Ability to do the job means ability to perform the normal requirements of the job following an appropriate familiarization period or following an appropriate training and trial period of three (3) months duration.
 - (b) Within the three (3) month familiarization period as specified in (a) above, the Employee may notify the Employer of his desire to revert to his former position. The Employer shall facilitate this request within a reasonable period of time.
- 44.03 No Employee shall be transferred to a position outside the bargaining unit without his consent. If an Employee is transferred to a position outside the bargaining unit, he shall retain his seniority accumulated up to the date of leaving the unit, but will not accumulate further seniority. Such

Employee shall have the right to return to a position in the bargaining unit consistent with his seniority accumulated up to the date of transfer outside the unit.

- 44.04 No Employee shall be transferred to another position within the bargaining unit without his consent.
- 44.05 New Employees shall not be hired when there are Employees on lay-off who are qualified and willing to perform the job.
- 44.06 Nothing herein shall prevent the Employer from liking persons outside the Bargaining Unit.

ARTICLE 45 - RETIREMENT SAVINGS PLAN AND INSURANCE BENEFITS

- 45.01 The Employer will offer the Northern Employee Benefit Services (NEBS) Group Insurance and Pension program to all eligible employees.

ARTICLE 46 - EQUAL PAY FOR WORK OF EQUAL VALUE

- 46.01 The Employer agrees to recognize the principle of Equal Pay for Work of Equal Value regardless of the sex of the Employee.

ARTICLE 47 - BILINGUALISM

- 47.01 Where an Employee is required on a day-to-day operation on the job to speak a second language there shall be paid a bilingual bonus of five hundred dollars (\$500.00) annually.
- 47.02 Bilingual bonus shall be paid to full-time and part-time permanent Employees in twenty-six (26) equal parts and as a part of their regular pay cheques.
- 47.03 Eligible employees shall be paid bilingual bonus in each month that they receive pay for ten (10) or more days.

ARTICLE 48 - TRADES

APPLICATION

- 48.01 This article shall apply to all maintenance employees.

WASH-UP TIME

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

WORK CLOTHING AND PROTECTIVE EQUIPMENT

- 48.03 Where the following Articles are required by the Employer or the Workers' Compensation Board:

- hard hats
- aprons

welding goggles
dust protection
eye protection, except prescription lenses
ear protection

- (a) The Employer shall supply new Employees with the Articles of equipment as required;
- (b) The Employer shall supply Employees moving to another department with the Articles of equipment they require and that they do not possess at time of move.

48.04 The Employer shall replace these articles mentioned in clause 48.03 as required when they are presented worn or damaged beyond repair by an Employee, at no cost to the Employee.

48.05 The Employer **will** continue the present practice of providing safety boots and coveralls to full time employees and apprentices on an annual basis.

TOOLS

48.06 New Trades Employees, including apprentices, are required to supply their own journeyman tool kit.

48.07 When an Employee, including an apprentice, presents a worn out or broken tool, which he uses in the regular performance of his work, to the Manager for verification, the Employer agrees to replace such tool with a tool of similar quality.

48.08 The Employee shall replace lost tools, except that the Employer, shall assist Employees in the purchase of such tools **by** purchasing them in the Housing Association's name and selling them to the Employee at the Employer's cost price.

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

48.10 The Employer shall provide the material for a lockable toolbox for trades and maintenance Employees to secure their personal tools.

ADVERSE WEATHER CONDITIONS

48.11 Except in emergency conditions, the Employer shall not require an Employee to work outside under extreme weather conditions

ARTICLE 49 - APPRENTICES

49.01 The following are agreed upon terms and conditions of employment for Employees engaged as apprentices.

- (a) The *Apprentices, Trades and Occupational Certification Act* and pursuant regulations shall apply to all apprentices. A copy of the applicable regulations shall be supplied to the apprentice upon appointment.
- (b) The recognized Apprenticeship Training Programs shall be those listed in the Trades Designation Order pursuant to the *Apprentices, Trades and Occupational Certification Act*.

- (c) Pay increases shall not be automatic but will be based upon levels of certification issued by the Apprentices Branch and shall be effective from the date of certification.
- (d) Apprentice rates will be based on a percentage of the appropriate Journeyman rate as follows:

Four Year Training Programs		Three Year Training Programs	
	Journeyman Pay Rate		Journeyman Pay Rate
Year 1	55%	Year 1	60%
Year 2	65%	Year 2	70%
Year 3	75%	Year 3	80%
Year 4	85%		

49.02 The Employer will pay the following expenses of the apprentice while attending trade courses.

- (a) A top up to one hundred percent (100%) of wages in accordance with a procedure agreed upon between the Union and the Employer.
- (b) a top up to one-hundred percent (100%) of accommodations, after applying funding available to the Apprentice from all other sources for the purpose of accommodations. Where the Employer contributes to accommodation, it will be entitled to make the necessary arrangements.
- (c) Personal phone calls in the amount of one (1) call per week not to exceed fifteen (15) minutes each. The apprentice will provide a copy of the receipt in order to be reimbursed for these costs.

49.03 Apprentices shall be entitled to the benefits and terms and conditions of employment of this collective agreement **while** working and while on course.

49.04 Upon successful completion of the Apprenticeship program. The Employer will make every reasonable effort to provide the apprentice with a permanent full-time position in the area of their trade. All time spent as an apprentice shall count towards continuous employment.

49.05 Where an apprentice fails after three (3) attempts to successfully complete a trade training course, upon a decision by the Supervisor of Apprentices, trades and occupational Certification to cancel the Apprentice's contract, the Apprentice may be terminated, but the Employer will make every reasonable effort to continue to employ that Employee elsewhere in their organization.

ARTICLE 50 - CREDIT FOR PREVIOUS EXPERIENCE

50.01 Wage rates for new and rehired Employees shall be established as follows, if applicable:

- (a) Employee's who have previously been employed with the Employer shall receive one hundred percent (100%) credit for previous experience providing that not more than two (2) years has past.
- (b) For an Employee who has gained related experience elsewhere, their related experience shall be taken into consideration by the Employer when determining their starting increment level.

ARTICLE 51 - HOUSING ALLOWANCE

- 51.01 Employees who receive pay for ten (10) or more days in a month and who are living in privately owned housing shall receive:
- (a) A Housing Allowance of four hundred and fifty (\$450.00) per month. Effective April 1, 2001, Housing Allowance shall increase to \$500 per month.
 - (b) A utility allowance of two hundred and fifteen dollars (\$215.00) per month providing full utilities are being paid by the Employee.
- 51.02 Employees who receive pay for ten (10) or more days in a month and are living in public housing shall receive the housing allowance when their rent reaches the "economic rent" level.
- 51.03 The allowances under this Article shall be paid to full-time Employees in twenty six (26) equal parts and a part of their regular pay cheque. These allowances for part-time employees may be calculated on an hourly basis.

ARTICLE 52 - SETTLEMENT ALLOWANCE

- 52.01 Settlement Allowance shall be paid for full-time employees who receive pay for ten (10) or more days in a month. Effective October 27, 2003 Settlement Allowance shall be paid in the amount of six thousand five hundred (\$6,500) dollars per year. Effective the start of the first pay period following October 1, 2004 this amount shall increase to seven thousand (\$7,000) dollars.
- 52.02 Settlement Allowance shall be paid to full-time Employees in twenty six (26) equal parts as a part of their regular pay cheque. The settlement allowance of part-time and casual Employees may be calculated on a hourly basis.
- 52.03 The amount of Settlement Allowance shall be clearly identified on the Employees pay stub.

ARTICLE 53 - SOCIAL JUSTICE FUND

- 53.01 The Employer shall contribute one (1) cent per hour worked to the PSAC Social Justice Fund and such contribution shall be made for all regular hours worked by each employee in the Bargaining Unit. 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.
- 53.02 It is clearly understood that this Fund is to be utilized strictly for the purposes specified in the PSAC Social Justice Fund charter.
- 53.03 The Employer shall not be required to make any payments to the Union under this Article until the Union has provided the Employer with a copy of the PSAC Social Justice charter.

ARTICLE 54 - WEATHER CONDITIONS

- 54.01 The Employer agrees to pay Employees who report to work late as a result of difficulty in getting to work due to adverse weather conditions within Pangnirtung.

- 54.02 Where weather conditions are such that an Employee is in Pangnirtung and is unable to report to work as a result of adverse weather conditions, he shall be paid as if he had worked.
- 54.03 When Employees report to work but are unable to perform their duties due to weather conditions and are thereby not required to work, they shall be paid their full days pay.

ARTICLE 55 - FUTURE LEGISLATION

- 55.01 In the event that any law passed by Parliament, or the Nunavut Legislative Assembly renders null and void or alters any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement. When this occurs the Collection 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

- 55.02 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 56 - MUTUAL DISCUSSIONS

- 56.01 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.
- 56.02 This Agreement may be amended by mutual consent.

ARTICLE 57 - DURATION AND RENEWAL

- 57.01 The term of this Agreement shall be from October 1, 2003 to September 30, 2005.
- 57.02 Notwithstanding the preceding, the provisions of this Agreement, including the provisions for the adjustments of disputes in Article 41, shall remain in effect during the negotiations for its renewal and ~~until~~ a new Agreement becomes effective, or until the requirements of Section 89 of the *Canada Labour Code* have been met.
- 57.03 Within four (4) months preceding the termination of this Agreement, either party may, by written notice, require the other party to commence bargaining collectively with a view to the conclusion, renewal or revision of the Collective Agreement in accordance with section 49(1) of the *Canada Labour Code*.
- 57.04 Where notice to commence collective bargaining has been given under Clause 57.03, the Employer shall not without consent by or on behalf of the employees affected, increase or decrease salaries or alter any other term or condition of employment of employees in the Bargaining Unit which was in force on the day on which the notice was given ~~until~~ a renewal or revision of the -Agreement, or a new collective agreement has been concluded in accordance with Section 50 the *Canada Labour Code*.

Appendix A – Hourly Rates of Pay

Effective October 1, 2003

TITLE		STEP 1	STEP 2	STEP 3
Assistant Secretary/Manager	100%	25.29	27.41	29.76
	80%	20.24	21.93	23.81
	70%	17.70	19.19	20.83
Tenant Relations Officer	100%	21.75	23.42	25.29
	80%	17.40	18.74	20.24
Clerk/Typist	100%	17.76	18.99	20.3s
	80%	14.21	15.19	16.30
Data Entry Clerk		14.24	15.24	16.30
Housing Maintenance Foreman		26.60	27.50	28.43
Housing Maintenance Serviceperson		24.16	24.93	25.72
Painter		24.93	25.72	26.60
Oil Burner Mechanic		26.60	27.50	28.43
Warehouseman		26.60	27.50	28.43
Carpenter		27.50	28.43	29.41
Plumber		28.20	29.18	30.20

Casual Non-certified Tradesperson 15.94

Student Worker 11.66

Note:

1. Casual shop rate of pay is same as first year apprentice Housing Maintenance Serviceperson.
2. Casual Office Worker rate of pay is 80% of appropriate classification.
3. Foreman will receive five hundred dollars (\$500) annually for each permanent employee he/she supervises.

Appendix A - Hourly Rates of Pay

Effective October 1, 2004

TITLE		STEP 1	STEP 2	STEP 3
Assistant Secretary/Manager	100%	25.92	28.09	30.50
	80%	20.74	22.47	24.40
	70%	18.14	19.66	21.35
Tenant Relations Officer	100%	22.29 24.01	24.01	25.92
	80%	17.83	19.21	20.74
Clerk/Typist	100%	18.20	19.46	20.89
	80%	14.56	15.57	16.71
Data Entry Clerk		14.60	15.62	16.71
Housing Maintenance Foreinan		27.26	28.19	29.14
Housing Maintenance Serviceperson		24.76	25.55	26.36
Painter		25.55	26.36	27.26
Oil Burner Mechanic		27.26	28.19	29.14
Warehouseinan		27.26	28.19	29.14
Carpenter		28.19	29.14	30.14
Plumber		28.90	29.91	30.95

Casual Non-certified Tradesperson 16.34

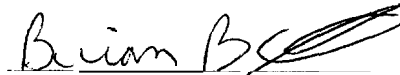
Student Worker 11.95

Note:

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2. Casual Office Worker rate of pay is 80% of appropriate classification.
3. Foreinan will receive five hundred dollars (\$500) annually for each permanent employee he/she supervises.

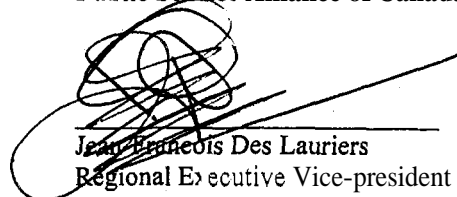
Signed October 12, 2003 in Pangnirtung, Nunavut

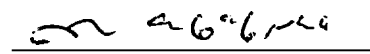
Pangnirtung Housing Association

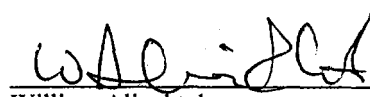

Brian Boutilier

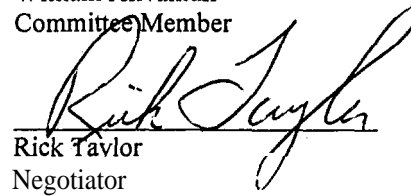
Glenn Tait
Negotiator

Public Service Alliance of Canada


Jean-Francois Des Lauriers
Regional Executive Vice-president North


Leevee Qaqasiq
Committee Member


William Alivaktuk
Committee Member


Rick Tavlör
Negotiator