

# Collective Agreement

between

**Kugluktuk Housing Association**

and

**Public Service Alliance of Canada**

(As represented by its agent Nunavut Employees Union)

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R03/09/09

**Effective From: April 1, 2009**  
**To: March 31, 2011**

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

**Kugluktuk Housing Association**  
**P.O. Box 40,**  
**Kugluktuk NU X0B 0E0**

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## **Article 1**

### **Purpose of Agreement**

- 1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees and the Union, to set forth certain terms and conditions of employment relating to pay, hours of work, employee benefits, and general working conditions affecting employees covered by this Agreement and to ensure that all 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 Kugluktuk Housing Association will be efficiently served. Accordingly the parties are determined to establish, within the framework provide by law, an effective working relationship at all levels in which members of the Bargaining Unit are employed.

## **Article 2**

### **Interpretations and Definitions**

- 2.01 For the purpose of this Agreement:
- (a) "Agreement" means this Collective Agreement;
  - (b) "Alliance" means the Public Service Alliance of Canada;
  - (c) "Allowance" means compensation payable to an employee in addition to his regular remuneration payable for the performance of the duties of his position;
  - (d) "Anniversary date" means the anniversary of the employee's first date of continuous employment and such date shall be designated as the date when an employee may be entitled to move across the pay level to the next increment subject to a satisfactory performance appraisal;
  - (e) "Association" means the Kugluktuk Housing Association;
  - (f) "Bargaining Unit" means all employees of the Association except the Secretary-Manager and the Maintenance Manager;
  - (g) "Casual employee" means an employee employed by the Employer for work of a temporary nature. A casual employee is a member of the Bargaining unit;

- (h) "Common-law spouse" means a person with whom an employee has a conjugal relationship determined by common law. This relationship is said to exist when, for a continuous period of at least one year, the employee has lived with that person, publicly represented that person to be their spouse, and lives and intends to continue to live with that person as if that person were their spouse;
- (i) "Continuous employment" and "continuous service" means uninterrupted employment with the Employer.

Where an employee ceases to be employed for a reason other than dismissal, abandonment of position or rejection on probation, and is re-employed within a period of six months, his periods of employment for purposes of sick leave, vacation entitlement and travel benefits shall be considered as continuous employment with the Employer;

- (j) "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;
- (k) "Demotion" means the appointment of an employee for reasons of unsatisfactory performance, misconduct, incompetence or incapacity to a new position for which the maximum pay is less than that of his former position;
- (l) "Dependant" means a person residing with the employee who is the employee's spouse, common-law spouse, child, child of spouse, adopted child who is under twenty-one years of age and dependent upon him for support, or being twenty-one years of age or more and wholly dependent upon him for support by reason of mental or physical infirmity;
- (m) "Designated Paid Holiday" means the twenty-four (24) hour period commencing at 12:01 a.m. of a Designated Paid Holiday specified in this Agreement;
- (n) "Division" means either the Maintenance section or the Administration section of the Association;
- (o) "Double time" means twice the straight time rate;
- (p) "Employee" means a member of the Bargaining Unit;
- (q) "Employer" means the Association;
- (r) "Fiscal Year" means the period of time from April 1 of one year to March 31 of the following year;
- (s) "Layoff" means an employee whose employment is terminated because of lack of work, or because of the discontinuance or reallocation of a function;

- (t) "Leave of Absence" means absence from duty with the Employer's permission;
- (u) "Maintenance Manager" means the manager of the maintenance division of the Association;
- (v) The expression "may" is permissive and the expressions "shall" and "will" are imperative;
- (w) "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 or any taxable benefit;
- (x) "Overtime" means the work performed by an employee in excess of or outside of the regularly scheduled hours of the workweek as defined in Article 24 – Hours of Work;
- (y) "Part-time employee" means a permanent employee who has completed the probationary period and who is employed by the Employer in a position with normally scheduled hours of work each week which are less than the normal hours of work scheduled in a week for full-time employees;
- (z) "Permanent employee" means an employee employed in a position designed as a regular full-time or part-time position by the Employer and who has completed the probationary period;
- (aa) "Probation" means a period of nine (9) months from the day upon which an employee is first appointed to the Association or a period of *six (6)* months after an employee has been transferred or promoted. The termination of an employee during his nine (9) month probation shall not be grievable. If an employee does not successfully complete his probationary period on transfer or promotion the Employer **will** make every reasonable effort to appoint him to a position comparable to the one from which he was transferred or promoted;
- (bb) "Promotion" means the appointment of an employee to a new position with a rate of pay which exceeds that of his former position;
- (cc) "Representative" means a person who is authorized to represent the Union;
- (dd) "Secretary-Manager" means the Secretary-Manager of the Association;
- (ee) "Seniority" means length of service with the Employer;
- (ff) "Straight time" means the hourly rate of remuneration;
- (gg) "Time and One-half" means one and one-half times the straight time rate;

- (hh) "Transfer" means the appointment of an employee to a new position that does not constitute a promotion or demotion;
- (ii) "Union" means the Public Service Alliance of Canada as represented by its agent the Nunavut Employees Union;
- (jj) "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.

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

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

3.01 The Employer recognizes the Union as the exclusive bargaining agent for **all** employees as described in the Certification Order issued by the Canada Labour Relations Board dated February 4, 1993 as amended on October 2, 1998.

### **Article 4** **Application**

4.01 The provisions of this Agreement apply to the Union, the employees, and the Employer.

### **Article 5** **Human Rights**

#### **Freedom from Discrimination**

5.01 The Union, the Employer, and the employees agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee by reason of race, colour, ancestry, ethnic origin, citizenship, place of **origin**, creed, religion, age, disability, sex, sexual orientation, marital status, family status, pregnancy, lawful source of income, political affiliation, conviction for which a pardon has been granted, union membership or activity, or for exercising their rights under this Agreement. Any affirmative action policy that may be put in place shall not be considered discriminatory.

### Sexual Harassment

- 5.02 "Sexual harassment" means any conduct, comment, gesture or contact of a sexual nature
- (a) that is likely to cause offence or humiliation to any employee;
  - (b) that might, on reasonable grounds, be perceived by that employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.
- 5.03 Every employee is entitled to employment free of sexual harassment.
- 5.04 The Employer shall make every reasonable effort to ensure that no employee is subjected to sexual harassment.
- 5.05 The Employer shall, after consulting with employees, create a policy concerning sexual harassment. The Employer shall make every person employed by the Employer aware of this policy. This policy shall be posted.

### Workplace Violence

- 5.06 "Workplace violence" means any incident in which an employee is abused, threatened or assaulted during the course of his or her employment, and includes but is not limited to all forms of harassment, bullying, intimidation and intrusive behaviours of a physical or emotional nature.
- 5.07 Every employee is entitled to employment free of workplace violence.
- 5.08 The Employer shall make every reasonable effort to ensure that no employee is subjected to workplace violence.
- 5.09 The Employer shall, after consulting with employees, create a policy concerning workplace violence. The Employer shall make every person employed by the Employer, as well as all tenants of the Employer, aware of this policy. This policy shall be posted.

## **Article 6** **Future Legislation**

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



### Conflict of Provisions

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

## **Article 7**

### **Managerial Rights**

- 7.01 Except to the extent specifically provided herein, this Agreement in no way restricts the Employer in the management and direction of its operations, employees or business activities. The Employer shall exercise its rights in a manner which is fair, reasonable, without discrimination, in good faith and consistent with the terms of this Agreement.

## **Article 8**

### **Strikes and Lockouts**

- 8.01 There shall be no lockout by the Employer and no strike by the employees during the life of this Agreement.
- 8.02 No employee shall be required to cross any picket line at a place of work. No employee shall suffer a loss of pay or benefits as a result of a refusal to cross any picket line at a place of work.

## **Article 9**

### **Restriction on Outside Employment**

- 9.01 When an employee wishes to carry on any business or employment outside his regularly scheduled hours of duty he shall notify the Employer in writing of the nature of such business or employment.
- 9.02 When the Employer desires to prohibit an employee's engagement in business or employment in business outside his regularly scheduled hours of duty, such employee will be notified in writing together with the reason for withholding such permission.

- 9.03 Employees are prohibited from carrying on any business or employment outside their regularly scheduled hours of duty when such business or employment is such that:
- (a) a conflict of duties may develop between an employee's regular work and his outside interest; and
  - (b) certain knowledge and information available **only** to the Association personnel place the individual in **a** position where he can exploit the knowledge or information for personal *gain*.

## **Article 10**

### **Employer Directives**

- 10.01 The Employer shall provide the Union with **a** copy of **all** personnel directives, which are intended to clarify the interpretation or application of the Agreement.

## **Article 11**

### **Check-off**

- 11.01 The Employer shall, 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 authorized deduction to be checked off for each employee within the Bargaining Unit.
- 11.03 For the purpose of applying Article 11.01, deductions from pay for each employee will occur on a biweekly basis.
- 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 Article 11.01 shall be remitted to the Comptroller of the Alliance by cheque within a reasonable period of time after the deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on his behalf.
- 11.06 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.
- 11.07 The Employer agrees to identify annually on each employee's T4 slip the total amount of Membership Fees deducted for the applicable year.

## **Article 12**

### **Union Representation**

#### Union Access to Employer Premises

- 12.01** Upon reasonable notification the Employer may grant Representatives of the Union access to its work premises in order to carry out union business. Permission to enter the Employer's premises shall not be unreasonably denied.

#### Appointment of Representatives

- 12.02** The Employer acknowledges the right of the Union to appoint employees as Representatives. The Union will provide the Employer with written notice of the names of its Representative(s) and alternates within **thirty (30)** days of their appointment. The Employer shall not be required to deal with any Representative(s), who are employees, except those named and identified to the Employer through written notice.

#### Bulletin Board Space

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

#### Meeting Room

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

#### Union Orientation

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

#### Time Off for Union Activities

- 12.06** The Employer shall grant leave with pay to employees participating as a party, a witness, or a Representative of the Union in respect to:
- (a) any proceeding before the Canada Industrial Relations Board;
  - (b) investigation of any complaints or grievances, except for an employee who is on suspension without pay, subject to the permission of the supervisor before leaving work. Such permission shall not be unreasonably withheld;
  - (c) any proceeding under Article **34** – Adjustment of Disputes, except for an employee who is on suspension without pay;

(d) meetings with the Employer on behalf of the Union.

12.07 Subject to operational requirements, the Employer shall grant leave without pay to a reasonable number of employees in respect to:

(a) conventions, conferences, and executive council meetings of the Union and the Alliance;

(b) training related to the duties of a Representative of the Union;

(c) union activity outside of this Bargaining Unit.

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

12.08 Where operational requirements permit, the Employer will grant leave without pay for one (1) employee:

(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.

#### Preparatory Contract Negotiations Meetings

12.09 The Employer will grant leave with pay for two (2) employees for a maximum of one (1) day each to attend preparatory negotiations meetings.

#### Contract Negotiations Meetings

12.10 The Employer shall 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.

#### Leave for Union Office

12.11 An employee elected as a paid officer of the executive of the Union, the Alliance or the Northern Territories Federation of Labour shall, upon application, be granted leave of absence for the term of office. During the leave of absence such employees shall maintain all accumulated rights and benefits to which they are entitled under the Agreement. Such employees will retain their seniority, but shall not accrue further seniority during their leave of absence.

12.12 Such employees shall advise the Employer as soon as possible when an extension of their leave of absence is applicable due to re-election.

- 12.13** Upon termination of their leave of absence such employees shall be offered the same or a comparable position they held with the Employer at the commencement of their leave. When such employees wish to invoke this clause they shall provide the Employer with one (1) month notice of their intent to do so.
- 12.14** Notwithstanding Article **12.13**, the Employer may make an offer of employment to such employees to a position inside the Bargaining Unit should they bid on a competition and be the successful candidate.
- 12.15** Upon reasonable notification the Employer shall grant leave without pay to a Union Representative seconded for a minimum period of one week to serve as President of the Union on a temporary basis.

### **Article 13** **Information**

- 13.01** 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 consist of the employee's name, address, job title, employment status, rate of pay and social insurance number.

The Employer shall indicate which employees have been recruited or transferred, and those employees who have been struck off strength during the period reported.

The Employer shall provide the Union with a report of all newly created positions, including those excluded from the Bargaining Unit.

- 13.02** The Employer shall provide each employee with a copy of this Agreement.
- 13.03** The Employer shall provide each new employee with a copy of this Agreement upon his appointment.

### **Article 14** **Seniority**

- 14.01** Seniority is defined as the length of service with the Employer, and shall be applied on a Bargaining Unit wide basis.
- 14.02** 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* months.

14.03 Seniority will be lost in the following circumstances:

- (a) where an employee's employment is terminated;
- (b) where **an** employee has abandoned **his** position (has not reported for work and has not contacted the Employer for three **(3)** consecutive working days);
- (c) where **an** employee has been on lay **off for** more than twelve **(12)** months;
- (d) where an employee on layoff is recalled to work and does not **return** to work in accordance with Article 44.07.

## **Article 15**

### **Designated Paid Holidays**

15.01 The following days are Designated Paid Holidays for employees covered by this Agreement:

- (a) New Year's Day;
- (b) Good Friday;
- (c) Easter Monday;
- (d) Victoria Day (the day fixed by the Governor General for observance of the birthday of the reigning sovereign);
- (e) Canada Day;
- (f) Nunavut Day;
- (g) the first Monday in August;
- (h) Labour Day;
- (i) Thanksgiving Day;
- (j) Remembrance Day;
- (k) Christmas Day;
- (l) Boxing Day;
- (m) Up to one (1) additional day will be observed when proclaimed by the Mayor of the Hamlet of Kugluktuk;
- (n) one additional **day** when proclaimed by an act of Parliament as a national holiday, and any special day proclaimed by the Government of Canada or the Commissioner of Nunavut.

15.02 The above Designated Paid Holidays do not apply to an employee who is absent without pay on both the working day immediately preceding and the working day following the Designated Paid Holiday.

Holiday Falling on a Day of Rest

15.03 When a Designated Paid Holiday 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.

15.04 When a Designated Paid Holiday for an employee is moved to another day under the provisions of Article 15.03:

- (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.

15.05 An employee who is required 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 (1½) times his hourly rate for the first four (4) hours; and
- (b) for all remaining hours two (2) times the hourly rate;
- (c) or shall be given a holiday and pay at some other time convenient to him/her and the Employer that is not later than his next annual vacation or the termination of his employment, whichever occurs first.

15.06 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 or leave.

15.07 An Employee who is not required to work on a Designated Paid Holiday shall not be required to work on another day that would otherwise be a non-working day in the week in which the Designated Paid Holiday occurs, unless he is paid at a rate at least equal to double his regular rate of wages for the time worked by him on that day.

## **Article 16**

### **Leave – General**

- 16.01 During the month of April of each year the Employer shall ~~inform~~ each employee of the balance of ~~his~~ special, sick and vacation leave credits as of the 31st day of March.
- 16.02 All applications for leave shall be in writing. When the Employer rejects an employee's application for leave, the reasons for the rejection shall be provided to the employee in writing.
- 16.03 An employee's request for any leave shall be responded to by the Secretary-Manager, or designate, as soon as the Secretary-Manager, or designate, can practically do so. But, in any case shall be responded to within two (2) weeks of application being received.
- 16.04 When the employment of an employee who has been granted more vacation, sick leave or special leave with pay than he has earned is terminated due to death or layoff the employee shall be considered to have earned that amount of leave with pay granted to him.
- 16.05 The Employer shall ensure that current and accurate leave and attendance records are maintained on all employees.
- 16.06 When an employee is in receipt of an allowance or benefit and is granted leave with pay, he is entitled during ~~his~~ period of leave to receive the allowance and benefit. Employees who are on leave of absence without pay are not entitled to receive any pay, allowances or benefits during the period of leave without pay, except as provided in ~~this~~ Agreement.

## **Article 17**

### **Vacation Leave**

#### Accumulation of Vacation Leave

- 17.01 (a) 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:
- (i) one and one-quarter (1 $\frac{1}{4}$ ) days each month (rate equals 15 working days per year) until the month in which the anniversary of the second (2<sup>nd</sup>) year of continuous service is completed; thereafter,
  - (ii) one and two-thirds (1- $\frac{2}{3}$ ) days each month (rate equals 20 working days per year) commencing in the month after completion of two (2) years of continuous service;
  - (iii) two and one-twelfth (2- $\frac{1}{12}$ ) days each month (rate equals 25 working days per year) commencing in the month after completion of twelve (12) years of continuous service;



- (iv) two and one-half (2½) days each month (rate equals 30 working days per year) commencing in the month after completion of seventeen (17) years of continuous service.
- (b) The accumulated service for part-time employees shall be counted for the improved vacation leave entitlements in paragraphs 17.01(a)(ii), (iii) and (iv) above.

Granting of Vacation Leave

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

- (a) grant the employee his vacation leave during the fiscal year in which it is earned at a time specified by him,
- (b) grant the employee vacation leave for at least up to five (5) consecutive weeks depending upon his vacation entitlements when so requested by the employee;
- (c) to grant the employee his vacation leave when specified by the employee providing that the employee gives the Employer two (2) weeks advance notice;
- (d) not recall an employee to report for work after he has proceeded on vacation leave;
- (e) where the Employer has proposed to change, reduce or deny the vacation leave requested by the employee, the Employer shall provide the employee with the reasons, in writing, for such change, reduction or denial of vacation leave.

17.03 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; or
- (b) is granted special leave with pay because of illness in the immediate family; 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.

17.04 In the event that an employee returns to work later than anticipated due to a delay of the aircraft, weather conditions, or mechanical failure of land travel vehicles, additional vacation leave days earned but not used shall be granted to the employee. In the event that the employee does not have any earned vacation days remaining, he shall be granted leave without pay.

- 17.05 Due to emergency operational requirements the Employer may alter an employee's vacation period unless:
- (a) the employee has made non-refundable deposits in anticipation of his vacation; or
  - (b) the employee's spouse has arranged a vacation period, which coincides with the employee.

#### Carry Over Provisions

- 17.06 Employees are not permitted to carry over more vacation credits than can be earned in one (1) **fiscal** year. Vacation leave credits exceeding one (1) year entitlement shall be liquidated in cash in the month of **April**. At the request of an employee, the Employer **will** liquidate in cash any unused vacation credits remaining at the end of the fiscal year, March 31st. Such payment shall be made during the month of April.

#### Leave When Employment Terminates

- 17.07 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 at their request any vacation leave earned but not used by him before the employment is terminated by layoff.
- 17.08 An employee whose employment is terminated by reason of a declaration that he abandoned his position is entitled to receive payment for any earned but unused vacation leave. If after reasonable efforts the Employer is unable to locate the employee **within six (6)** months of termination his entitlement shall lapse.

#### Vacation Travel Assistance

- 17.09 For permanent employees to receive Vacation Travel Assistance, the following must be adhered to:
- (a) Employees who have completed nine (9) months of continuous employment are entitled to one (1) Vacation Travel Assistance each fiscal year;
  - (b) Employees are entitled to Vacation Travel Assistance under 17.09(a) for their dependents, **two** years of age or older, as defined in Article 2.01(l);
  - (c) An employee applying for Vacation Travel Assistance must provide proof that at least **two (2)** days of vacation leave have been approved;

- (d) Vacation Travel Assistance must be paid in the year in which it is earned. If an employee's application for vacation leave has been denied by the Employer, the employee shall be paid the entitlement to Vacation Travel Assistance with fifteen (15) days or by the next March 31<sup>st</sup> whichever is latest.

17.10 Vacation Travel Assistance shall be:

Effective April 1.2009:

Employee - \$1,550

Spouse - \$1,550

Each dependant - \$1,550

to a maximum of \$7,750 per employee.

Effective April 1.2010:

Employee - \$1,600

Spouse - \$1,600

Each dependant - \$1,600

to a maximum of \$8,000 per employee.

17.11 Part-time employees shall receive this benefit prorated by their normal scheduled hours of work.

Travel Time

17.12 Every employee who is proceeding on vacation leave and who has requested Vacation Travel Assistance shall have their vacation lengthened by two (2) workdays for the purposes of travel time, and monies for these two (2) days shall be paid prior to the Employees vacation period. This provision shall only be taken once per fiscal year, and cannot be carried forward from year to year.

17.13 An employee's travel time entitlement shall be granted for each Vacation Travel Assistance entitlement provided an equal number of days annual leave are used in conjunction with an application for travel time. In cases where a designated paid holiday falls within the period of annual leave, it shall be considered a day of used leave for determining the entitlement to travel time.

17.14 An employee shall not be granted travel time during his first nine (9) months of employment with the Association.

## **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 ( $\frac{1}{2}$ ) day for each calendar month in which he received pay for at least ten (10) days, or
  - (b) one-quarter ( $\frac{1}{4}$ ) day for each calendar month in which he received pay for less than ten (10) days.

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

- 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, adopted child, child of spouse, foster child, father-in-law, mother-in-law, grandchildren, grandparents, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or any relative permanently residing in the employee's household or with whom the employee permanently resides.
- (a) The Employer shall grant special leave earned with pay for a period of five (5) consecutive days when there is a death in the employee's immediate family.
  - (b) The Employer shall grant special leave earned with pay for a period of up to three (3) days where a member of the employee's immediate family becomes ill (not including childbirth) and the employee is required to care for his dependents or for the sick person. Special leave under this clause will not be granted in cases where the employee has applied for and is entitled to Compassionate Care Leave under Article 22. An employee shall not be entitled to more than ~~six~~ (6) consecutive days of leave under this clause.
  - (c) The Employer shall grant special leave earned with pay for a period of up to three (3) days:
    - (i) when an employee is to be married;
    - (ii) where special circumstances not directly attributable to the employee prevent his reporting to duty, including:
      - 1) serious household or domestic emergencies;
      - 2) a transportation tie-up caused by weather if the employee make every reasonable effort to report for duty including in the event that an employee is weathered-out while on the land or out of town;

- 3) serious community emergencies, where the employee is required to render assistance.

- 18.03 The Employer may grant special leave in excess of five (5) consecutive working days for the purposes listed in Article 18.02(a).
- 18.04 An 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 (2) parts and taken on separate days.
- 18.05 All permanent employees shall be entitled to take one (1) day of special leave in each fiscal year at his discretion. Two days written advance notice must be given to the Employer.

#### Advance of Credits

- 18.06 Where an employee has insufficient credits to permit the granting of special leave, leave may, at the discretion of the Employer be granted, subject to the conditions and deduction of such advance leave from any special leave credits subsequently earned.
- 18.07 An employee shall be entitled to up to fifteen (15) days civic leave without pay, not to be deducted from any leave credits, each year to serve as members of community councils, public boards and committees and to actively participate in sporting events at the Regional, Territorial, Interprovincial, National and International levels (this includes the Arctic Winter Games), and Search and Rescue activities.

#### Casual Leave

- 18.08 Employees may be granted casual leave with pay for the length of the appointment to a maximum of two hours for medical, dental, legal and school appointments.

## **Article 19** **Sick Leave**

#### Credits

- 19.01 An employee shall earn sick leave credits at the rate of one and one-quarter (1%) days for each calendar month for which he receives pay for at least ten (10) days.
- 19.02 Subject to (a) below, and to the remainder of this Article, all absences on account of illness on a normal working day (exclusive of Designated Paid Holidays) shall be charged against an employee's accumulated sick leave credits.
- (a) There shall be no charge against an employee's sick leave credits when the absence on account of illness is less than one-half day and the employee has been on duty for at least two (2) hours.

- 19.03** Where leave of absence without pay is authorized for any reason, or an employee is laid-off and the employee returns to **work** upon expiration of such leave of absence or layoff, he shall earn sick leave credits for each month in which he received pay for at least ten (10) days and shall retain any unused sick leave existing at the time of layoff or commencement of leave without pay.
- 19.04** In circumstances where sick leave would be authorized, but the employee has insufficient or no sick leave credits he may be granted, at the discretion of the Employer, sick leave in advance to a limit of ten (10) days. If the employee dies, or is laid off before authorized unearned sick leave has been liquidated, no recovery shall be made from the employee's estate.
- 19.05** 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, in accordance with Article 23.02.
- 19.06** (a) An employee will be eligible for paid sick leave providing he reports the sickness within **thirty (30)** minutes of having to report to work to the Secretary-Manager or his designate.
- (b) Employees are required to produce a certificate from a qualified medical practitioner after being absent from work for three (3) consecutive days due to **illness**; and **for each day after a total of nine (9) days sick leave has been** taken in one fiscal year, certifying that such employee is unable to carry out his duties due to illness.
- (c) Employees must sign a statement for any sick leave claimed, stating that because of illness or injury, he was unable to perform his duties.
- (d) All sick leave shall be approved by the Secretary-Manager or his designate.
- (e) If the Employer believes that an employee may have improperly used sick leave benefits in any manner, the Employer may require the employee to provide a certificate from a qualified medical practitioner for any future absences certifying that such employee was unable to carry out his duties due to illness. If the employee does not provide this certificate as required, he shall not receive sick leave pay regardless of sick leave credits accrued.
- (f) Employees are not eligible for sick leave with pay for any period during which he is on leave of absence without pay, laid off or under suspension.

#### Travel Time

- 19.07** Every employee who is proceeding to a medical centre will be granted leave of absence with pay to be charged against his sick leave credits for the lesser of one (1) day or the actual time taken to travel from his post to a point of departure and return upon the production of a medical certificate.

## **Article 20**

### **Pregnancy Leave**

- 20.01** An employee who becomes pregnant shall be granted seventeen (17) consecutive weeks pregnancy leave without pay commencing at any **time** during the seventeen (17) week period immediately preceding the expected date of delivery, provided that the employee gives the Employer written notice at least **four (4)** weeks before the day on which the employee expects to commence her leave. At the employee's request the Employer shall give her, ~~within~~ one week of her request, a clear understandable information package about pregnancy leave requirements and benefits.
- 20.02** The Employer may:
- (a) upon written request from the employee, defer the commencement of pregnancy leave without pay of an employee or terminate it earlier than seventeen (17) weeks after the date of the termination of her pregnancy;
  - (b) grant pregnancy leave without pay to an employee **to** commence earlier than seventeen (17) weeks before the expected termination of her pregnancy;
  - (c) where pregnancy leave without pay is requested, require an employee to submit a medical certificate certifying pregnancy.
- 20.03** Leave granted under **this** Article shall be counted for the calculation of "continuous employment" and "continuous service", except for completion of an employee's probationary period.

#### **Pregnancy-related Reassignment or Leave**

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

#### **Pregnancy Leave Allowance**

- 20.05** After completion of *six* (6) months continuous employment, an employee who provides the Employer with proof that she has applied for and is in receipt of unemployment insurance benefits pursuant to Section 22, *Employment Insurance Act*, shall be paid a pregnancy leave allowance.
- 20.06** A recipient under Article 20.05 shall sign an agreement with the Employer providing:
- (a) that she will return to work and remain in the Employer's employ for a period of at least *six* (6) months after her return to work;

- (b) that she **will** return to work on the date of the expiry of her pregnancy leave, unless this date is modified with the Employer's consent.
- 20.07 Should the employee fail to return to work, except by reason of death, disability or lay-off **as** per the provision of Article 20.06, the employee recognizes that she is indebted to the Employer for the amount received as pregnancy leave allowance. Should the employee not return for the ~~full~~ *six* months, the employee's indebtedness shall be reduced on a prorated basis according to the number of months for which she received pay.
- 20.08 No employee shall be laid off, transferred or relocated while on, or within *six* (6) months of her return, from pregnancy leave without the consent of the employee, the Employer and the Union.
- 20.09 In respect of the period of pregnancy leave, payments of pregnancy leave allowance **will** consist of the following:
- (a) For the first two (2) weeks, payments equivalent to 93% of her weekly rate of pay. For up to a **maximum** of an additional fifteen (15) weeks, payments equivalent to the difference between the unemployment insurance benefits she is eligible to receive and 93% of her weekly rate of pay;
  - (b)
    - (i) for a full-time employee the weekly rate of pay referred to in Article 20.09(a) shall be the weekly rate of pay for her classification and position on the day immediately preceding the commencement of the pregnancy leave.
    - (ii) for a part-time employee the weekly rate of pay referred to in Article 20.09(a) shall be the prorated weekly rate of pay for her classification and position averaged over the *six* month period of continuous employment immediately preceding the commencement of the pregnancy leave.
  - (c) Employees have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan.
  - (d) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments under the plan.
  - (e) Where an employee becomes eligible for a pay increment or an economic adjustment with respect to any period in which the employee was in receipt of payments under Article 20.09(a), the payments shall be adjusted accordingly.



## **Article 21**

### **Parental Leave**

- 21.01 Where **an** employee has or will have the actual care or custody of his/her newborn child, or an employee commenced proceedings to adopt a child or obtains an order for the adoption of a child, he/she shall be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks. This leave without pay shall be taken during the fifty-two (52) week period immediately following the day the child was born or, in the case of adoption, within the fifty-two (52) week period from the date the child comes into the employee's care and custody.
- 21.02 An employee who intends to request parental leave without pay shall make every effort to provide reasonable notice to the Employer. In the case of an adoption, the employee shall notify the Employer as soon as the application for adoption has been approved by the adoption agency or legal guardianship and custody papers have been completed.
- 21.03 Leave granted under this Article shall be counted for the calculation of "continuous employment" and "continuous service", except for completion of an employee's probationary period.

#### Parental Leave Allowance

- 21.04 After completion of *six* (6) months continuous employment, an indeterminate employee who has been granted parental leave without pay and who provides the Employer with proof that he/she has applied for and is in receipt of parental benefits pursuant to Section 23, *Employment Insurance Act* shall be paid a parental leave allowance.
- 21.05 A recipient under Article 21.04 shall **sign** an agreement with the Employer providing:
- (a) that he/she **will** return to work and remain in the Employer's employ for a period of at least *six* (6) months after his/her return to work;
  - (b) that he/she **will** return to work on the date of the expiry of his/her parental leave without pay unless this date is modified with the Employer's consent.
- 21.06 Should the employee fail to return to work in accordance with the provisions of Article 21.05, except by reason of the employee's death, disability or lay-off, the employee recognizes and acknowledges that he/she **is** indebted to the Employer for the amount of parental leave allowance received. Should the employee not return for the full *six* (6) month period, the employee's indebtedness to the Employer shall be reduced on a prorated basis according to the number of months he/she has returned to work.

- 21.07 For the period of parental leave without pay taken by an employee who has not taken pregnancy leave without pay, or who has taken pregnancy leave without pay and has not received a pregnancy leave allowance, parental leave allowance payments shall be equivalent to 93% of the employee's weekly rate of pay for the first two (2) weeks, and for an additional fifteen (15) weeks, payments equivalent to the difference between the employment insurance benefit the employee is eligible to receive and 93% of the employee's weekly rate of pay.
- 21.08 For the period of parental leave without pay taken by an employee who has taken pregnancy leave without pay and received a pregnancy leave allowance, parental leave allowance payments will be equivalent to the difference between the employment insurance benefit she is eligible to receive and 93% of the employee's weekly rate of pay for a period of seventeen (17) weeks.
- 21.09 For a full-time employee the weekly rate of pay referred to in Articles 21.07 and 21.08 shall be the weekly rate of pay for his/her classification and position on the day immediately preceding the commencement of the parental leave without pay or pregnancy leave without pay, as the case may be.
- 21.10 For a part-time employee the weekly rate of pay referred to in Articles 21.07 and 21.08 shall be the prorated weekly rate of pay for his/her classification and position on the day immediately preceding the commencement of the parental leave without pay or pregnancy leave without pay, as the case may be, averaged over the *six* month period of continuous employment immediately preceding the commencement of the parental or pregnancy leave without pay.
- 21.11 Employees have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan.
- 21.12 Parental leave without pay utilized by an employee couple, both of whom are employed by the Employer, in conjunction with pregnancy leave shall not exceed a total of fifty-two (52) weeks.
- 21.13 Parental leave without pay taken by an employee in conjunction with pregnancy leave shall be taken immediately after the termination of pregnancy leave and the duration of both periods of leave without pay combined shall not exceed a total of fifty-two (52) weeks.
- 21.14 When parental leave is taken by an employee couple, both of whom are employed by the Employer, parental leave allowance payments shall not exceed a total of seventeen (17) weeks for both employees combined, and parental leave without pay taken by an employee couple shall not exceed a total of thirty-seven (37) weeks for both employees combined.

## **Article 22**

### **Compassionate Care Leave**

22.01 Both parties recognize the importance of access to leave to provide care and support to a gravely ill family member who has a significant risk of death.

22.02 For the purposes of this Article, the definition of family member means the employee's:

- (a) spouse, including common-law spouse;
- (b) child or a child of the employee's spouse;
- (c) parent or spouse of the parent; and
- (d) any other person in accordance with the *Employment Insurance Act*.

22.03 An employee shall be granted up to eight (8) weeks of compassionate care leave without pay to provide care and support to a gravely ill family member if the Employer is provided with a certificate from a qualified medical practitioner stating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:

- (a) the day the certificate is issued; or
- (b) if the leave was commenced before the certificate was issued, the day the leave was commenced.

A certificate from a medical practitioner, such as a nurse practitioner, is acceptable when the gravely ill family member is in a geographic location where treatment by a medical doctor is limited or not accessible, and a medical doctor has authorized the other medical practitioner to treat the ill family member.

Compassionate leave may be taken in separate periods but each period must be of not less than one week's duration.

22.04 An employee who intends to request compassionate care leave shall make every effort to provide reasonable notice to the Employer.

22.05 An employee returning to work from compassionate care leave retains his/her service credits accumulated prior to taking leave.

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

22.07 If an employee elects to maintain coverage for group benefits, the Employer will pay both portions of these premiums. The Employer will recover monies paid on behalf of the employee for the employee's share of premiums when the employee returns to work or terminates his/her employment.

## **Article 23**

### **Other Types of Leave**

#### Court Leave

- 23.01** Leave of absence with pay shall be given to every employee, other than **an** employee on leave of absence without pay or under suspension, who is required:
- (a) to serve on a jury, or jury selection process; or
  - (b) by subpoena or summons to attend as a witness in any court proceeding.

#### Injury-on-Duty Leave

- 23.02** (a) The Employer shall pay **an** employee the balance of his day's pay for the **first** day of an injury covered by the Workers' Safety and Compensation Commission.
- (b) While the parties are awaiting the decision of the Workers' Safety and Compensation Commission as to the compensability of an injury, the employee shall use his sick leave credits. If the injury is not compensable there shall be no return of the sick leave credits used by the employee. If the injury is compensable, the employee shall reimburse the Employer for the amount of sick leave pay received and the Employer shall credit the employee with the sick leave credits used.

#### Leave for Hunting, Fishing or Harvesting

- 23.03** Subject to operational requirements, leave without pay, to a maximum of three (3) working days per fiscal year, may be granted on very short notice to an employee in order to meet traditional hunting, fishing or harvesting pursuits. Such leave shall not be unreasonably denied.

## **Article 24**

### **Hours of Work**

- 24.01** The workweek shall consist of five (5) workdays from Monday to Friday of seven and one-half (7½) consecutive hours between the hours of **8:30** a.m. and **5:00** p.m. exclusive of a one (1) hour lunch period.
- 24.02** Employees shall be entitled to a rest period with pay of fifteen (15) minutes duration commencing on or about mid-morning and shall be entitled to a rest period with pay of fifteen (15) minutes duration commencing on or about mid-afternoon.
- 24.03** Provided sufficient advance notice is given, and with the approval of the Employer, employees may exchange overtime or standby shifts if there is no increase in costs to the Employer.

## **Article 25** **Overtime**

- 25.01 An employee who is **required** to work overtime shall be paid overtime compensation for **all** overtime worked subject to a **minimum** payment of one (1) hour at the overtime rate.
- 25.02 (a) When an employee is required or permitted to work overtime he shall be paid for overtime at time and one-half for all hours worked.
- (b) Double time shall be paid for **all** hours of overtime worked after the **first** four consecutive hours of overtime and for **all** hours worked on a second or subsequent day of rest, provided the days of rest are consecutive.
- 25.03 When overtime compensation is paid, the pay statement shall indicate the pay period, rate of overtime and the number of overtime hours.
- 25.04 If an employee is required to work overtime, is called out, or is required to report to work as reporting pay, and they remain past 11:00 p.m. and provided that they have worked a **minimum** of four (4) hours, they shall not be required to report to work the following morning. For this time employees will be granted lieu time with no notice required.
- 25.05 Employees may choose to accumulate up to seventy-five (75) hours of banked time in lieu of payment of overtime. All overtime in excess of seventy-five (75) hours must be paid as overtime pay. Time off in lieu of overtime shall be taken at a time that is mutually agreed to in advance by the employee and the Association.

## **Article 26** **Pay**

- 26.01 Employees are entitled to be paid for services rendered for the position to which they are appointed and at the pay rates specified in the attached Rates of Pay schedule.
- 26.02 Employees shall be paid biweekly every second Thursday. Payment will be by cheque, or by direct deposit at the Employee's request, provided that the employee has an account at the same bank as the Association.
- 26.03 Where paycheques, pay stubs, T4 information slips, and any other employee-specific pay and benefit items are distributed to employees at their place of work, they shall first have been placed in sealed envelopes. Pay stubs shall show the employee's name, the pay period being paid, the particulars of wages, allowances and benefits paid, the deductions taken from the pay, and the employee's net pay.

### Acting Pay

- 26.04 (a) When an employee is designated in writing by the Employer to perform the duties of a higher classification level on an acting basis for a period of at least five (5) days, the employee shall be paid acting pay calculated from the date upon which the employee commenced to act. Acting pay shall be an additional fifteen (15%) percent of the employee's hourly wage, for all hours worked.
- (b) When a Designated Paid Holiday occurs on a day when the employee would otherwise be performing duties on an acting basis, the Designated Paid Holiday shall be considered as a day worked for purposes of acting pay.

### Salary Increases

26.05 When an employee is appointed to a new position he shall be paid

- (a) if the appointment constitutes a promotion at the rate nearest to but not less than his former rate of pay;
- (b) (i) if the appointment constitutes a transfer, at the rate nearest to, but not less than his former rate of pay; or
- (ii) where the employee agrees to accept a transfer to a position, the maximum rate of pay of which is less than his 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.
- 26.06 (a) Notwithstanding the provisions of Article 26.01, 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 will be nearest to and not less than his present maximum salary.
- (b) 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.
- (c) For 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.

- 26.07 Pay increments shall be granted to employees on their anniversary day of each year upon a satisfactory performance appraisal ~~until~~ such time that they have reached the maximum pay step for their position.

Pay Recovery

- 26.08 (a) Where an employee, through no fault of his own, has been overpaid the Secretary-Manager will advise the employee in writing of the overpayment and of the Employer's intention to recover the overpayment. Prior to said recovery, the Employer and the employee shall **discuss** the pay recovery and the Employer shall devise an acceptable recovery schedule. But, in any event, the recovery shall not be in excess of twenty percent (20%) of the employee's net earnings per pay period.
- (b) When deductions are made, the Employer **shall** provide an itemized statement of the purpose and amount of each deduction.
- (c) If more than **two** (2) years have passed since the overpayment, there shall be no recovery of the overpayment.

Reporting Pay

- 26.09 (a) Unless the employee **is** told not to report to **work**, if an employee reports to **work** on his regularly scheduled shift and there is a change in his shift assignment he shall be entitled to four **(4)** hours of **work**. When no **work is** available he shall receive compensation of four **(4)** hours pay at the straight time rate.
- (b) Unless the employee is told not to report to **work**, if the employee reports to **work** on his regularly scheduled shift and there **is** insufficient **work** available he **is** entitled to four **(4)** hours of **work**. When no **work** is available he shall receive compensation of four **(4)** hours pay at the straight time rate.
- (c) If an employee **is** directed to report for **work** on a day of rest or on a day designated as a paid holiday, and there is insufficient **work** available, he shall be entitled to two (2) hours of **work** at the appropriate overtime rate. When no **work is** available he shall receive compensation of two (2) hours pay at the appropriate overtime rate.
- (d) If an employee is directed to report for **work** outside of his regularly scheduled hours, he shall be paid the greater of:
- (i) compensation at the appropriate overtime rate; or
  - (ii) compensation equivalent to one (1) hour pay at the straight time rate.

### Call-back Pay

- 26.10 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.

### Standby

- 26.11
- (a) When the Employer requires an employee to be available for standby duty the employee shall be paid a standby payment for each day on standby duty. The standby payment shall be thirty dollars (**\$30**) per day Monday through Friday, and forty-five dollars (\$45) per day Saturday, Sunday and Designated Paid Holidays.
  - (b) A mobile radio telephone system will be made available for those employees on standby duty.
  - (c) An employee on standby duty shall report for work as quickly as possible after being called. No standby pay shall be paid if an employee on standby duty does not report for work when called.
  - (d) In designating employees for standby duty the Employer will attempt to provide for the equitable distribution of standby duties among readily available, qualified employees who are normally required in their regular duties to perform that work. Except in the case of an emergency, standby duty schedules shall be posted fourteen **(14)** days in advance of the starting date of the new schedule.
  - (e) An employee on standby duty 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 one **(1)** hour's pay at time and one-half **(1½)** each time he reports for work.
  - (f) Employees who are on standby and who are required to bring an Employer vehicle home between November 1 and April 30 shall be paid an allowance of eight dollars and fifty cents (\$8.50) per night.

## **Article 27**

### **Pay for Travel on Behalf of Employer**

- 27.01 Where an employee is required to travel on behalf of the Employer, he shall be paid
- (a) when the travel occurs on a regular workday, 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 straight time rates for all hours travelled.
- 27.02 For the purpose of this Article, hours travelled include a one (1) hour check-in at airports, bus depots, or train stations, as well as a one (1) hour check-out period at each overnight stopover and at the final destination. Hours travelled also include time spent waiting for connecting flights, trains or buses, but is exclusive of overnight stopovers.
- 27.03 The Employer will make every reasonable effort to restrict travel outside of the employee's headquarters that requires absence from home beyond a period, which includes **two** (2) weekends.
- 27.04 When an employee is absent from home on a designated paid holiday or day of rest and does not work, the employee shall receive equivalent leave with pay to be arranged at a mutually suitable time.
- 27.05 The above entitlements shall not apply to an apprentice while travelling to or from trade school on a day of rest or Designated Paid Holiday or while in attendance at trade school.

## **Article 28**

### **Duty Travel**

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

#### Entitlement

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

#### Transportation

- 28.03 The cost of transportation is authorized as follows:
- (a) economy **air** travel (employees may be entitled to travel executive class if proof is provided that economy air travel was not available on a required flight);
  - (b) privately-owned car: where the use of a privately-owned car is authorized an allowance of 64 cents per kilometre;
  - (c) first class rail with sleeping car, duplex roomette, or parlour car chair except that coach class should normally be used for short trips;

- (d) rented or hired cars – where this is the most reasonable or economical means of travel. Employees renting vehicles are to ensure that the rental charge includes an item for cost of insurance coverage for damage to the vehicle and that there is insurance against all liability.

Accommodation

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

Meals and Incidental Expenses

- 28.05 Expenses claimed under this heading are for the cost of meals consumed and for such incidental expenses as tips to miscellaneous service personnel, etc.

A duty travel per diem rate of \$121.00 will be paid. In the event an employee is in travel status for a part day only, the following amounts may be claimed:

- (a) Breakfast           \$ 19.90
- (b) Lunch               \$ 26.40
- (c) Dinner               \$ 57.40
- (d) Incidentals         \$ 17.30

(These rates are effective October 1,2008)

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

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

Other Expenses

- 28.06 Employees may be reimbursed for:
  - (a) telephone and Internet expenses for business purposes;

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

#### Childcare Expenses

- (d) Employees may be reimbursed a **maximum** of \$45.00 per day per child upon provision of receipts, if the employee, due to the requirement to travel on behalf of the Employer, incurs child care expenses which exceed those which would have normally been incurred;
- (e) any other expense that may be authorized by the Employer.

#### Limitations

- 28.07 No item of "Other Expenses" or transportation in excess of \$8.00, will be reimbursed unless it is supported by a receipt.

#### Procedures

- 28.08
- (a) The Employer shall authorize duty travel before the start of a trip.
  - (b) When requested by the employee, an advance sufficient to cover reasonable expenses shall be provided to the employee at least twenty-four (24) hours prior to the commencement of a trip.
  - (c) Upon completion of a trip the employee shall, within ten (10) working days, submit to the Employer in writing, a list of expenses and attach corresponding receipts, if applicable, along with a personal cheque or money order to cover any amount by which the travel advance exceeded the total of the claim.
  - (d) Any amount by which the claim exceeds the advance shall be reimbursed to the employee within five (5) working days.

## **Article 29**

### **Education and Training**

- 29.01 Employees will be eligible for employment related courses, and leave with pay to take the courses, upon the employee's request, and upon receiving approval of the Secretary-Manager.
- 29.02 Where an employee enrolls in a personal development course, which is subsequently approved by the Secretary-Manager, the Association will reimburse the employee for the course fees upon successful completion of the course.

## **Article 30**

### **Classification**

- 30.01** 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 **thirty (30)** days from the date on which the Employer submits the new or revised standard to the Union, the Employer may apply the new rates of pay and the Union may refer the matter to arbitration. The arbitrator's decision will be retroactive to the date of application of the new rates.
- 30.02** Where an employee believes that he has been improperly classified with respect to his position or category, group or level, he shall discuss his classification with his immediate supervisor and, on request, be provided with a copy of his job description before he files a grievance.

## **Article 31**

### **Job Description**

- 31.01** When an employee is first hired the Employer shall provide the employee with a written job description.
- 31.02** Upon written request an employee shall be entitled to a current job description including the position's classification level.

## **Article 32**

### **Vacancies, Job Posting, Promotions and Transfers**

- 32.01** All vacancies for positions that are expected to be of more than six (6) months duration and every newly created position shall, in the first instance, be recruited by internal competition by being posted for a minimum of five (5) full working days on the Union notice board. The job posting shall state the job classification, rate of pay, and required qualifications of the job. An employee desiring a position must make application in writing within the posting period to the Secretary-Manager.
- 32.02** Seniority shall be the governing factor in determining promotions, demotions, order of layoff (within the specified Classification) 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 four (4) months duration. If at the end of this four (4) month period it is determined that the employee is unable to adequately perform the duties of the new position he shall be returned to the position held before the transfer or promotion or, by mutual

consent of the employee and the Employer, to a position at an equivalent classification and pay level.

- (b) Within the four (4) 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.

**32.03** In filling job vacancies, including promotions, transfers, and new positions, the job shall be awarded within fifteen (15) working days of the closing date of the posting, or such other date that the Employer indicates on the notice.

**32.04** No employee shall be transferred to a position outside the Bargaining Unit without his consent. Such transfers will not exceed six (6) months. An employee shall be entitled to all rights and benefits contained in the Agreement for the duration of this transfer.

**32.05** No employee shall be transferred to another position within the Bargaining Unit without his consent.

**32.06** New employees shall not be hired when there are employees on layoff who are qualified to perform the job.

**32.07** A probationary employee shall be eligible to participate in job competitions in the same manner as non-probationary employees.

## **Article 33**

### **Employee Performance Review and Employee Files**

**33.01** (a) When a formal review of an employee's performance is made, the employee concerned shall be given the opportunity to discuss then sign the review form in question to indicate that its contents have been read and understood. The employee shall also be given the opportunity to provide written comments to be attached to his performance appraisal and may use the grievance procedure in Article 34 to correct any factual inaccuracies in his performance appraisal.

- (b) The formal review of an employee's performance shall also incorporate an opportunity for the employee to state his career development goals and that every effort be made to develop the career potentials of each individual through in-service training, retraining, or any other facets of career development which may be available.

**33.02** The Employee 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 provision of a copy thereof, at the time of filing.

- 33.03** 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 eighteen (18) months has elapsed since the disciplinary action was taken provided that no **further** disciplinary action of a similar nature has been recorded during this period.
- 33.04** Upon request of an employee the personnel **file** of that employee shall be made available for examination at reasonable times in the presence of an authorized representative of the Employer. Employees shall be allowed to make and retain copies of any documents on their personnel file.

## **Article 34**

### **Adjustment of Disputes**

- 34.01** The Employer and the Union recognize that grievances may arise in each of the following circumstances:
- (a) the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, or of an arbitral award;
  - (b) the interpretation, application, administration or alleged violation of a direction or other instrument made or issued by the Employer dealing with the terms or conditions of employment;
  - (c) disciplinary action resulting in demotion, suspension, or a financial penalty, including the withholding of an increment;
  - (d) dismissal;
  - (e) letters or notations of discipline placed on an employee's personnel file.
- 34.02** Grievances shall be settled according to the following procedures for adjustment of disputes and arbitration.

#### **Representation**

- 34.03** If he so desires, an employee may be assisted and represented by the Union when presenting a grievance at any level.
- 34.04** Where an employee has been represented by the Union in the presentation of his grievance, the Employer will provide the appropriate representative of the Union with a copy of the Employer's decision at each level of the grievance procedure at the same time that the Employer's decision is conveyed to the employee.
- 34.05** 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 a grievance.

- 34.06** The Union shall have the right to initiate and present a grievance to any level of management specified in the grievance procedure related to the application or interpretation of this Agreement on behalf of one or more members of the Union.
- 34.07** An employee may, by written notice **to** the Secretary-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 endorsement, in writing, of the Union

Procedures

- 34.08** An employee **or** the Union who wishes to present a grievance at any prescribed level in the grievance procedure shall transmit this grievance in writing to the Secretary-Manager who shall forthwith:
- (a) forward the grievance to the representative of the Association authorized to deal with grievances at the appropriate level; and
  - (b) provide the employee and the Union with a receipt stating the date on which the grievance was received by **him**.
- 34.09** Except as otherwise provided in this Agreement a grievance shall be processed by recourse to the following steps:
- (a) First Level (first level of management)
  - (b) Second Level (Secretary-Manager)
  - (c) Final Level (Arbitration)
- 34.10** The Employer shall designate a representative at each level of the grievance procedure and shall inform all employees of the person so designated.
- 34.11** The Union shall have the tight to consult with the Secretary-Manager with respect to a grievance at each or any level of the grievance procedure.
- 34.12** A grievance of an employee or the Union shall not be deemed to be invalid by reason only of the fact it is not in accordance with the form supplied by the Association.
- 34.13** The Employer shall have the right to initiate a grievance, which shall be filed directly with the President of the Union. Onus placed upon the Employer throughout this Article shall be placed upon the Union in this instance and the same time limits shall **apply**.
- 34.14** No proceedings under this Article are invalid by reason of any defect of form or any technical irregularity.

### Time Limits

- 34.15** The time **limits** stipulated in this procedure are mandatory. They may be extended by mutual agreement between the Association and the employee, and where appropriate, the Union representative.
- 34.16** A grievance may be presented at the First Level of the procedure in the manner prescribed in Article **34.08** within twenty-five **(25)** calendar days.
- 34.17** The Employer shall reply in **writing** to a grievance within fourteen **(14)** calendar days at First Level, or within **thirty (30)** calendar days at Second Level.
- 34.18** An employee or the Union may present a grievance at each succeeding level in the grievance procedure beyond the First Level,
- (a) where the decision or settlement is not satisfactory to the **griever**, within fourteen **(14)** calendar days after that decision or settlement has been conveyed in writing to **him** by the Association; or
  - (b) where the Association has not conveyed a decision to the griever within the time prescribed in Article **34.17** within fourteen **(14)** calendar days after the day the decision was due.

### Dismissal

- 34.19** No employee shall be dismissed without first being given notice in writing together with the reasons thereof. When the Employer dismisses an employee the grievance procedures shall apply except that the grievance may be presented at the Second Level within **thirty (30)** calendar days after the employee receives his notice of dismissal.

### Arbitration

- 34.20** Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement including any question as to whether a matter is arbitrable, or where an allegation is made that a term or condition of this Agreement has been violated, either of the parties may, after exhausting the grievance procedure in this Article, notify the other party in writing **within twenty-one (21)** days of the receipt of the reply at the Second Level, of his desire to submit the difference or allegation to arbitration.
- 34.21** (a) The parties agree that arbitration referred to in Article **34.20** shall be by a single arbitrator.
- (b) The parties will attempt to come to an agreement on the selection of an Arbitrator within **thirty (30)** calendar days of the date on which notification by either party to submit the difference or allegation to arbitration was made, or such **further** period as may be mutually agreed upon by the parties.



- (c) In the event that the Association and the Union are unable to agree upon the selection of the Arbitrator, the Minister of Labour of Canada shall be requested to appoint an Arbitrator, and it is agreed that the Arbitrator so appointed shall act as the single Arbitrator.
- 34.22 (a) The Arbitrator has all of the powers granted to arbitrators under the *Canada Labour Code*, ~~Part~~ I in addition to any powers, which are contained in this Agreement.
- (b) The arbitrator shall hear and determine the difference or allegation and shall issue a decision and that decision is final and binding upon the parties and upon any employee affected by it.
- (c) The award of the arbitrator shall be signed by him and copies thereof shall be transmitted to the parties to the dispute.
- 34.23 The Arbitrator shall not have the authority to alter or amend any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or to render any decision contrary to the terms and provisions of this Agreement, or to increase or decrease wages.
- 34.24 The Association and the Union shall each pay one-half of the remuneration and expenses of the Arbitrator and each party shall bear its own expenses of every such arbitration.
- 34.25 Where a party has failed *to* comply with any of the terms of the decision of the Arbitrator, either party or employee affected by the decision may, after the expiration of fourteen (14) calendar days from the date of the release of the decision or the date provided in the decision for compliance, whichever is later, file in the office of the Clerk of the Federal ~~Court~~ of Canada, a copy of the decision, exclusive of the reason therefore in the prescribed form, whereupon the decision may be entered in the same way as the judgement or an order of that court and may be enforceable as such.
- 34.26 In addition to the powers granted to arbitrators under the *Canada Labour Code* the Arbitrator may determine that the employee has been dismissed for other than 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.

## **Article 35** **Casual Employees**

- 35.01** Casual employees and student employees shall receive the following benefits:
- (a) in lieu of vacations, vacation pay at four (4%) percent added to each cheque;
  - (b) Designated Paid Holidays as specified in Article 15;
  - (c) casual maintenance employees shall be entitled to a boot allowance after they have worked 1000 hours a year in accordance with Article 36.04.
- 35.02** Casual employees and student employees shall not be entitled to:
- (a) Articles 12.06 through 12.15;
  - (b) Article 14;
  - (c) Article 17;
  - (d) Article 18;
  - (e) Article 19;
  - (f) Articles 23.01;
  - (g) Articles 44.01 through 44.07;
  - (h) Article 45.
- 35.03** Casual employees will not be employed in place of hiring a full-time permanent employee.

## **Article 36** **Trades**

- 36.01** The provisions of this Article apply to all Maintenance employees.
- 36.02** Tradesmen must be certified in the trade area for which they are employed as a condition of continuing employment.
- Adverse Weather Conditions
- 36.03** Except in emergency conditions, the Employer shall not require an employee to work outside under extreme weather conditions.
- 36.04** All maintenance employees including apprentices shall, upon production of receipts, be reimbursed up to *two* hundred and seventy-five dollars (\$275) for the purchase of work boots, to be paid biannually in each odd-numbered year.

## Work Clothing and Protective Equipment

- 36.05 (a) The Employer shall supply the following articles where required by either the Employer or the Workers' Compensation Board, including but not limited to:
- (i) Hard hats
  - (ii) Dust protection
  - (iii) Eye protection, except prescription lenses
  - (iv) Ear protection
- (b) The Employer will replace the articles referred to in Article 36.05(a) as required when they are worn or damaged beyond repair.

## **Article 37** **Tools**

- 37.01 The Employer agrees to replace worn out or broken tools used and owned by Journeymen and Apprentices in the regular performance of their work. Whenever replacement is made the new tool will be of a similar quality as the replaced tool.
- 37.02 In situations where highly specialized tools not normally associated with a Journeyman's tool kit are required, they will be provided by the Employer, who will retain ownership of them.
- 37.03 The Employer shall assist employees in the purchase of tools and equipment used in the performance of their duties. The Association will purchase these tools and equipment and the employee shall pay the Association for these tools and equipment at the Association's cost price.

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

- 38.01 The following are agreed upon terms and conditions of employment for employees engaged as Apprentices by the Employer:
- (a) The *Apprentices, Trades and Occupational Certification Act* and pursuant Regulations shall apply to all Apprentices employed. A copy of the current Regulations shall be made available to the apprentice upon appointment;
  - (b) 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;

- (c) Apprentices rates will be based on a percentage of the appropriate journeyman's rate as follows:

Three Year Training Programs

Year 1	65%
Year 2	75%
Year 3	80%

- (d) The Employer **will** pay the Apprentice **his** normal wages and benefits, less any **amounts** received by the employee as outside training allowances, as a **last** resort. However, in order to prevent any cash flow problems which the employee may experience, the Employer will pay the **full** normal wages and benefits subject to the employee assigning the said training allowances to the Employer,
- (e) Where an Apprentice fails to complete his training to the certified level in accordance with the provisions of the *Apprentices, Trades and Occupational Certification Act* for his trade, the Employer may, in its sole discretion, terminate the employment of the Apprentice. All Apprentices must, as a condition of continuing employment, become certified tradesmen in their trade area.
- (f) Apprentices travelling to or from trades school or while in attendance at trade school are not entitled to duty travel.

Notwithstanding their disentitlement to duty travel, if an apprentice does not receive travel and accommodation to and from trade school from any other source then the Employer shall pay for the apprentice's travel and accommodation to and from trade school.

## **Article 39** **Safety and Health**

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

Safety Act and Regulations

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

Smoke-free Workplace

- 39.03 The Employer shall maintain all workplaces under its direction as smoke-free workplaces.

### Right to Refuse Dangerous Work

- 39.04 An employee shall have the right to refuse to work in dangerous situations.
- (a) An employee may refuse to do any particular act or series of acts at work which he has reasonable grounds to believe are dangerous to his health or safety, or the health or safety of any other person at the place of employment, until sufficient steps have been taken to satisfy him otherwise, or until a safety officer appointed under the *Safety Act* or his designated representative has investigated the matter and advised him otherwise.
  - (b) No loss of wages or discriminatory action shall be taken against any worker by reason of the fact that he exercised the right conferred upon him in Article 39.04(a). No other employee shall be assigned to use or operate any machine, device, material or thing or perform any part of the work which is being investigated pending resolution of the situation.

### First Aid

- 39.05 The Employer will offer Safety First Aid courses to **all** employees, including refresher courses required to **maintain** a valid certificate, at the Employer's expense. Employees taking first aid training shall be granted leave with pay for the duration of the courses.
- 39.06 The Employer will provide and **maintain** in good condition first aid kits and eye wash centres in appropriate locations on the Employer's premises.

### Transportation of Injured Workers

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

### Protective Devices and Equipment

- 39.08 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 and maintenance of all safety equipment, devices and clothing at no cost to the employees.

### Hazard Identification

- 39.09** The Employer shall identify in writing all chemicals, substances or equipment present in the workplace, including those hazardous or suspected of being hazardous to human health, precautions, and antidotes or procedures to be taken following exposure.
- 39.10** The Employer will offer Workplace Hazardous Material Information System (WHMIS) training at the Employer's expense to ensure that at least one employee holds a valid certificate. Employees taking WHMIS training shall be granted leave with pay for the duration of the courses.

### Video Display Terminals

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

## **Article 40**

### **Technological Change**

- 40.01** Both parties recognize the overall advantages of technological change. Both parties will therefore encourage and promote technological change and improvements.
- 40.02** 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 at least one hundred and twenty (120) days notice to the Union of any major technological change in equipment which would result in changes in the employment status of an employee or in this Agreement.
- 40.03** In cases where employees may require retraining the Employer will offer training courses at no expense to employees.

## **Article 41**

### **Contracting Out**

- 41.01** There shall be no contracting out of any work by the Association if it would result in the layoff, continuance of a layoff or the reduction of hours of an employee.

## **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 referred hereinbefore, being commenced against him shall advise the Employer of any such notification or legal process;
  - (b) The Employer shall pay any **damages** or costs awarded against any such employee in any such action or proceedings and all legal fees; 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;
  - (c) The Employer shall pay any sum required to be paid by such employee in connection with the settlement of any claim made against such employee if such settlement is approved by the Employer before the same is finalized; provided the conduct of the employee which gave rise to the action did not constitute a gross disregard or neglect of **his** duty as an employee;
  - (d) Upon the employee notifying the Employer in accordance with paragraph (a) above, the Employer and the employee shall forthwith meet and appoint counsel that is mutually agreeable to both parties. Should the parties be unable to agree on counsel that is satisfactory to both, then the Employer shall unilaterally appoint counsel. The Employer accepts **full** responsibility for the conduct of the action and the employee agrees to co-operate fully with appointed counsel.

## **Article 43**

### **Discharge and Discipline**

#### Just Cause

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

#### Progressive Discipline

- 43.02 The value of progressive discipline with the **aim** of being corrective in application is recognized by both parties. Wherever applicable discipline or discharge for just cause should be proceeded by a documented record of counselling, warnings (oral or written) and/or suspensions.
- 43.03 Discipline shall be applied uniformly and shall be appropriate to their cause.

### Union Representation

- 43.04** Where an employee is to receive discipline or is to be discharged, the Employer shall notify the employee at a meeting. Prior to the meeting, the Employer shall notify the employee of his right to Union representation. Where it is not practical for the Representative to attend the meeting in person the Employer shall provide teleconferencing facilities for the meeting.

### Written Confirmation

- 43.05** The reasons for the discipline or discharge shall be confirmed to the employee in writing within one (1) working day in sufficient detail that the employee may defend himself against it.

## **Article 44** **Layoff and Job Security**

- 44.01 In the event of layoff, employees shall be laid off in reverse order of their seniority within their job classification.
- 44.02 In order to minimize the adverse effects of layoff, the Employer will provide retraining when practicable.
- 44.03 A person ceases to be on layoff if he is not appointed to a position within twelve (12) months from the date on which he became a layoff.
- 44.04** Before an employee is laid off:
- (a) each such employee shall be given notice in writing of the effective date of his layoff as far in advance as is possible subject to a minimum of three (3) months;
  - (b) every employee subject to layoff shall, during the three (3) month 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.
- 44.05** Recall from a layoff will be made on the basis of seniority within specified classifications.
- 44.06 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 ten (10) working days from the date of mailing.



44.07 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.

Cooling Off Period – 2 Working Days

44.08 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. Should the Employer refuse to allow the employee to return to work, the termination shall be considered a discharge, effective the date that the employee sought to return to **work**, and may be **grieved** as a discharge.

44.09 The Employer shall not dismiss, suspend, layoff, demote or otherwise discipline an employee on the grounds that garnishment proceedings may be or have been taken with respect to an employee.

**Article 45**  
**Severance Pay**

Layoff

45.01 An employee who has one (1) year or more of continuous employment and who is laid off is entitled to be paid Severance Pay at the time of layoff in the amount of **two (2) weeks** of pay for the first year of service and one (1) week for each year of continuous employment after the first year.

45.02 Severance Pay shall be prorated in respect to any period of continuous employment, which is less than a complete year.

Resignation

45.03 An employee who resigns after ten (10) years of continuous employment shall be entitled to be paid Severance Pay on resignation in accordance with the following formula:

$$\frac{\text{number of years of service} \times \text{weekly rate of pay on resignation}}{2}$$

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

45.04 When employment terminates for the reason stated in Article 45.03, 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.

### Retirement and Termination for Health Reasons

- 45.05 Articles 45.06 and 45.07 shall apply to an employee:
- (a) who retires from the Employer; or
  - (b) whose employment is terminated because the employee was incapable of performing his duties because of chronically poor health, and

45.06 When employment terminates for either of the reasons stated in Article 45.05, an employee with ten (10) years of continuous employment shall be entitled to be paid Severance Pay in accordance with the following formula:

$$\frac{\text{number of years of service} \times \text{weekly rate of pay on resignation}}{2}$$

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

45.07 When employment terminates for either of the reasons stated in Article 45.05, the employee shall have the right to waive his/her entitlement to Severance Pay and, in lieu thereof, be granted an equivalent period of leave with pay.

### Death

45.08 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 his death by the number of years of continuous service regardless of any other benefit payable.

## **Article 46** **Allowances**

### Settlement Allowance

46.01 Settlement Allowances were rolled into wages on April 1, 1997.

### Housing Allowance

46.02 Each permanent employee who owns his/her own home or who leases private accommodation shall be paid a housing allowance at the rate of \$3.61 per hour up to the maximum of their scheduled weekly hours of work for their classification. Effective April 1, 2010 the housing allowance rate will increase to \$3.76 per hour.

Eligible employees must complete a housing allowance application to be processed and approved in a manner prescribed by the Employer.

## Bilingual Bonus

- 46.03** Where **an** employee is required in writing by the Employer in the day-to-day operations of his/her position to speak both English and Inuinnaqtun he/she shall be paid a bilingual bonus of One Thousand Five Hundred Dollars (**\$1500**) per year. Bilingual bonus shall be paid to full-time and part-time employees as an hourly allowance, paid on **regular** hours worked and during periods of vacation and leave with pay.

## **Article 47** **Pension and Insurance Plans**

- 47.01** The Northern Employee Benefits Services (NEBS) Pension Plan is a term and condition of employment for **all** eligible employees.
- 47.02** The Northern Employee Benefits Services (NEBS) Group Benefit Plan (i.e. Basic Group Life Insurance, Accidental Death, Disease & Dismemberment, Dependents Insurance, and Long Term Disability) and Short Term Disability (Weekly Indemnity) plan are terms and conditions of employment for all eligible employees.
- 47.03** The Northern Employee Benefits Services (NEBS) Extended Health Care and Dental Insurance plans are optional plans available to each individual eligible employee.
- 47.04** The Employer shall advise the pension plan and insurance plans administrator of any adjustments to earnings subject to these plans, terminations of employees covered by these plans, new eligible employees under these plans, and other required data as determined by these plans without **delay**.
- 47.05** The Employer shall remit all required contributions and premiums for the plans under this Article within a reasonable period, and shall forward all claims under these plans in a timely manner.
- 47.06** The Employer shall distribute to **all** employees eligible for coverage under the plans in this Article all literature, statements and materials produced by NEBS and the insurers, which are intended for distribution to the employees. New eligible employees shall be provided with plan booklets upon hire and shall be enrolled in a timely manner.
- 47.07** **All** issues concerning the pension and insurance plans, including issues of premiums and eligibility for benefits, are determined by the pension and insurance plan providers.

## **Article 48**

### **Joint Labour-Management Committee**

- 48.01 A Joint Labour-Management Committee shall be established to consult on occupational health and safety, and other matters of mutual interest.
- 48.02 The Joint Labour-Management Committee shall be comprised of two (2) representatives from the Bargaining Unit and two (2) representatives from the Employer with each party choosing their respective representatives.
- 48.03 The Joint Labour-Management Committee **will** meet any time at the request of either party, but in any event will meet at least once every three (3) months. Time spent in committee meetings shall be deemed to be time spent at work.

## **Article 49**

### **Social Justice Fund**

- 49.01 The Employer shall contribute one cent (1¢) per hour worked to the PSAC Social Justice Fund and such contribution **will** be made for all hours worked by each employee in the Bargaining Unit. Contributions to the Fund **will** be made quarterly, in the middle of the month immediately following completion of each **fiscal** quarter year, and **such** contributions remitted to the PSAC National Office. Contributions to the Fund are to be utilized strictly for the purposes specified in the Letters Patent of the PSAC Social Justice Fund.

## **Article 50**

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

#### Re-opener of Agreement

- 50.01 This Agreement may be amended by mutual consent between the Employer and the Union.

#### Mutual Discussions

- 50.02 The Employer and the Union acknowledge the mutual benefits to be derived from dialogue between the parties and are prepared to discuss matters of common interest.


## **Article 51**

### **Duration and Renewal**


- 51.01 The term of this Agreement shall be from April 1, 2009 to March 31, 2011.
- 51.02 Notwithstanding Article 51.01, the provisions of this Agreement, including the provisions for the adjustment of disputes in Article 34, shall remain in effect during the negotiations for its renewal, and until either a new Agreement becomes effective, or until the provisions of Section 89(1) of the *Canada Labour Code* have been met.
- 51.03 Either party to this collective agreement may, within the period of four (4) months immediately preceding the date of expiration of the term of this collective agreement, by written notice, require the other party to this collective agreement to commence collective bargaining with a view to the conclusion, renewal or revision of this agreement in accordance with Section 49(1) of the *Canada Labour Code*.
- 51.04 Where notice to bargain collectively has been given under Article 51.03, the Employer shall not alter the rates of pay or any term or condition of employment or any right or privilege of the employees, or any right or privilege of the Union until a renewal or revision of this collective agreement has been concluded, or until the provisions of Section 89(1) of the *Canada Labour Code* have been met, unless the Union consents to the alteration of such a term or condition, or such a right or privilege.


Signed at Kugluktuk, Nunavut on December 15, 2008 by the parties:

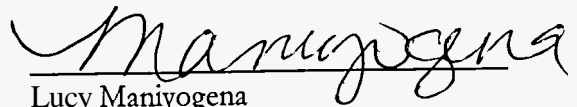
**Kugluktuk Housing Association**

  
Annie Kamingoak  
Chairperson


**Public Service Alliance of Canada**

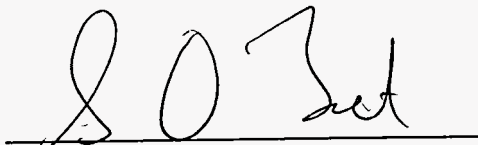
  
Jean-François Des Lauriers  
Regional Executive Vice-president – North


  
Joanne Taptuna  
Manager

  
Lucy Maniyogena  
Committee Member

  
Jack Himiak  
Maintenance Manager

  
Ryan Nivingalok  
Committee Member

  
Glenn Tait  
Negotiator

  
Stephen Bedingfield  
Negotiator

## **Schedule A** **Hourly Rates of Pay**

(Effective April 1,2009)

### **ADMINISTRATION**

<b><u>Job Title and</u></b> <b><u>Weekly Hours</u></b>	<b><u>Pay Step</u></b>					
	1	2	3	4	5	6
Finance Officer (37.5 hour week)	34.12	35.05	36.00	37.01	38.11	39.21
Tenant Relations Officer (37.5 hour week)	30.14	30.85	31.63	32.41	33.25	34.12
Secretary (37.5 hour week)	25.58	26.13	26.67	27.30	27.91	28.57

### **MAINTENANCE**

Maintenance Foreman (37.5 hour week)	33.83	33.91	35.33	36.10	36.91	37.70
Data Entry Clerk (37.5 hour week)	25.58	26.13	26.67	27.30	27.91	28.57
Housing Maintenance Serviceman (37.5 hour week)	31.08	31.77	32.48	33.20	33.92	34.66
Housing Maintenance Serviceman Apprentice (37.5 hour week)						
1 <sup>st</sup> Year	65% of the applicable HMS Pay Step					
2 <sup>nd</sup> Year	75% of the applicable HMS Pay Step					
3 <sup>rd</sup> Year	80% of the applicable HMS Pay Step					
custodial (37.5 hour week)	23.53					
Casual Maintenance (37.5 hour week)	19.84					
Casual Administration (37.5 hour week)	19.84					
Student Helper (37.5 hour week)	14.76					

## Hourly Rates of Pay

(Effective April 1, 2010)

### ADMINISTRATION

<u>Job Title and</u> <u>Weekly Hours</u>	<u>Pay Step</u>					
	1	2	3	4	5	6
Finance Officer (37.5 hour week)	35.57	36.54	37.53	38.58	39.73	40.88
Tenant Relations Officer (37.5 hour week)	31.42	32.16	32.97	33.79	34.66	35.57
Secretary (37.5 hour week)	26.67	27.24	27.80	28.46	29.10	29.78

### MAINTENANCE

Maintenance Foreman (37.5 hour week)	35.27	35.35	36.83	37.63	38.48	39.30
Data Entry Clerk (37.5 hour week)	26.67	27.24	27.80	28.46	29.10	29.78
Housing Maintenance Serviceman (37.5 hour week)	32.40	33.12	33.86	34.61	35.36	36.13
Housing Maintenance Serviceman Apprentice (37.5 hour week)						
1 <sup>st</sup> Year	65% of the applicable HMS Pay Step					
2 <sup>nd</sup> Year	75% of the applicable HMS Pay Step					
3 <sup>rd</sup> Year	80% of the applicable HMS Pay Step					
Custodial (37.5 hour week)	24.53					
Casual Maintenance (37.5 hour week)	21.73					
Casual Administration (37.5 hour week)	21.73					
Student Helper (37.5 hour week)	15.39					