

# Collective Agreement

between

**Public Service Alliance of Canada**

**(As Represented by its Agent, Nunavut  
Employees Union)**

RECEIVED  
OCT 22 2010

and

---

**Cambridge Bay Housing Association**

Effective From: April 1, 2010

To: March 31, 2013

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

» Cambridge Bay Housing  
Association  
» P.O. Box 86,  
» Cambridge Bay, NU X0B 0C0

10548 (03)

## TABLE OF CONTENTS

ARTICLE 1 - PURPOSE OF AGREEMENT.....	1
ARTICLE 2 - INTERPRETATION AND DEFINITIONS.....	1
ARTICLE 3 - RECOGNITION.....	4
ARTICLE 4 - APPLICATION.....	4
ARTICLE 5 - FUTURE LEGISLATION.....	4
ARTICLE 6 - STRIKES AND LOCKOUTS.....	5
ARTICLE 7 - MANAGERIAL RESPONSIBILITIES.....	5
ARTICLE 8 - EMPLOYER DIRECTIVES.....	5
ARTICLE 9 - APPOINTMENT OF REPRESENTATIVES.....	5
ARTICLE 10 - UNION ACCESS TO EMPLOYER PREMISES.....	6
ARTICLE 11 - TIME-OFF FOR UNION BUSINESS.....	6
ARTICLE 12 - MEMBERSHIP FEE DEDUCTION.....	8
ARTICLE 13 - INFORMATION.....	9
ARTICLE 14 - PROVISION OF BULLETIN BOARD SPACE AND OTHER FACILITIES.....	10
ARTICLE 15 - GRIEVANCE PROCEDURE AND ARBITRATION.....	10
ARTICLE 16 - DESIGNATED PAID HOLIDAYS.....	14
ARTICLE 17 - LEAVE - GENERAL.....	16
ARTICLE 18 - VACATION LEAVE.....	16
ARTICLE 19 - SICK LEAVE.....	20
ARTICLE 20 - COMPASSIONATE LEAVE.....	22
ARTICLE 21 - MATERNITY LEAVE.....	24
ARTICLE 22 - PARENTAL LEAVE.....	26
ARTICLE 23 - OTHER LEAVE.....	29
ARTICLE 24 - HOURS OF WORK.....	31
ARTICLE 25 - OVERTIME.....	32
ARTICLE 26 - OUTSIDE EMPLOYMENT.....	33
ARTICLE 27 - PAY.....	33
ARTICLE 28 - REPORTING PAY.....	34
ARTICLE 29 - CALL-BACK PAY.....	35
ARTICLE 30 - STANDBY.....	35
ARTICLE 31 - PAY FOR TRAVEL ON BEHALF OF EMPLOYER.....	35
ARTICLE 32 - DUTY TRAVEL.....	36
ARTICLE 33 - JOB DESCRIPTION.....	36
ARTICLE 34 - CLASSIFICATION.....	37
ARTICLE 35 - VACANCIES, JOB POSTINGS, PROMOTIONS AND TRANSFERS.....	37
ARTICLE 36 - EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES.....	38
ARTICLE 37 - SAFETY AND HEALTH.....	38
ARTICLE 38 - TECHNOLOGICAL CHANGE.....	39
ARTICLE 39 - SHORT TERM LEAVE FOR TRAINING PURPOSES.....	39
ARTICLE 40 - CONTRACTING OUT.....	40
ARTICLE 41 - SENIORITY.....	40
ARTICLE 42 - LAYOFF AND RECALL.....	41
ARTICLE 43 - TRADES.....	42
ARTICLE 44 - APPRENTICES.....	43
ARTICLE 45 - TOOLS.....	44
ARTICLE 46 - SETTLEMENT ALLOWANCE.....	44
ARTICLE 47 - VACATION TRAVEL ALLOWANCE.....	44
ARTICLE 48 - PENSION AND INSURANCE PLANS.....	44
ARTICLE 49 - CIVIL LIABILITY.....	45

**ARTICLE 50 - EMPLOYEE ASSISTANCE PROGRAM.....46**  
**ARTICLE 51 - FREEDOM FROM WORKPLACE VIOLENCE.....47**  
**ARTICLE 52 - HARASSMENT.....48**  
**ARTICLE 53 - LABOUR MANAGEMENT COMMITTEE .....49**  
**ARTICLE 54 - PART-TIME EMPLOYEES.....49**  
**ARTICLE 55 - SOCIAL JUSTICE FUND.....49**  
**ARTICLE 56 - RE-OPENER OF AGREEMENT AND MUTUAL DISCUSSIONS.....49**  
**ARTICLE 57 - DURATION AND RENEWAL.....50**  
**SCHEDULE A RATES OF PAY .....52**  
**SCHEDULE A RATES OF PAY .....53**  
**SCHEDULE A RATES OF PAY .....54**

## **Article 1 - Purpose of Agreement**

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

## **Article 2 - t and Definitions**

### **2.01 For the purpose of this Agreement:**

- (a) "Abandonment of position" means an employee has severed his/her employment with the Cambridge Bay Housing Association, except in extenuating circumstances, if he/she has not contacted his/her Employer and he/she is absent without leave from work for a period of four (4) working days;
- (b) "Agreement" means this collective agreement;
- (c) "Alliance" means the Public Service Alliance of Canada;
- (d) "Allowance" means compensation payable to an employee in addition to his/her regular remuneration payable for the performance of the duties of his/her position;
- (e) "Bargaining Unit" means all employees of the Employer excluding the Secretary-Manager, the Maintenance Manager, and the Board of Directors as certified by the Canada Labour Relations Board on August 4, 1983, and as amended on March 30, 1990;
- (f) "Casual employee" means an employee employed by the Employer for work of a temporary nature not exceeding twelve (12) months. A casual employee is a member of the Bargaining Unit;

- (g) A "Common-law spouse" relationship is said to exist when, for a continuous period of at least one year, an employee has lived with a person, publicly represents that person to be their spouse, and lives and intends to continue to live with that person as if that person were their spouse;
- (h) "Compensatory leave" means leave with pay taken in lieu of a payment;
- (i) "Continuous employment" means uninterrupted employment with the Employer.

Where an employee ceases to be employed for a reason other than dismissal, abandonment of position or rejection on probation, and is re-employed within a period of three months, his/her 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 Designated Paid Holiday on which that employee is not ordinarily required to perform the duties of his/her position other than by reason of his/her 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/her former position;
- (l) "Dependant" means a person residing with the employee who is the employee's spouse, common-law spouse, child, step-child, adopted child who is under nineteen years of age and dependent upon him/her for support or being nineteen years of age or more and dependent upon him/her by reason of mental or physical infirmity or any other relative of the employee's household who is wholly dependent upon him/her for support by reason or mental or physical infirmity;
- (m) "Designated Paid Holiday" means the twenty-four (24) hour period commencing at 12 midnight at the beginning of a day designated as a paid holiday in this Agreement;
- (n) "Employee" means a member of the Bargaining Unit;
- (o) "Employer" means the Cambridge Bay Housing Association;
- (p) "Fiscal year" means the period of time from April 1 of one year to March 31 of the following year;

- (q) "Layoff" means an employee whose employment is terminated because of lack of work or because of the discontinuance or re-allocation of a function or because of lack of funding;
- (r) "Leave of absence" means absence from duty with the Employer's permission;
- (s) "May" shall be regarded as permissive and "Shall" and "Will" as imperative;
- (t) "Membership Fees" means the fees established pursuant to the By-laws of the Public Service Alliance of Canada as the fees payable by the members of the Bargaining Unit and shall not include any taxable benefits, initiation fee, insurance premium or special levy;
- (u) "Overtime" means work performed by an employee before or after or in excess or outside of his/her regular scheduled hours of work. For part-time employees, overtime means all hours worked in excess of the regular hours of work for a full-time employee in the same position;
- (v) "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;
- (w) "Permanent employee" means an employee employed in a position designated as a regular full-time or part-time position by the Employer and who has completed the probationary period;
- (x) "Probation" means a period of twelve (12) months from the day upon which an employee is first appointed to the Employer or a period of six (6) months after an employee has been transferred or promoted. If an employee does not successfully complete his/her probationary period on transfer or promotion the Employer will make very reasonable effort to appoint him/her to a position comparable to the one from which he/she was transferred or promoted;
- (y) "Promotion" means the appointment of an employee to a new position with a rate of pay which exceeds that of his/her former position;
- (z) "Representative" means an employee who has been elected or appointed as a steward or who represents the Union at meetings with management and who is authorized to represent the Union;

- (aa) "Manager" means the Secretary-Manager of the Employer;
- (bb) "Seniority" means the length of service with the Employer and shall be applied on a Bargaining Unit wide basis;
- (cc) "Transfer" means the appointment of an employee to a new position that does not constitute a promotion or demotion;
- (dd) "Union" means the Public Service Alliance of Canada as represented by its agent the Nunavut Employees Union;
- (ee) "Week" for the purpose of this Agreement shall be deemed to commence on Saturday and terminate at midnight on Friday.

2.02 Where the masculine or feminine gender is used the same shall be construed as meaning the masculine or feminine gender where the fact or context requires this and with regard to the provisions of this Agreement.

### **Article 3 - Recognition**

3.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees in the Bargaining Unit.

### **Article 4 - Application**

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

#### **Freedom from Discrimination**

4.02 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.

### **Article 5 - Future Legislation**

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

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

### **Article 6 - Strikes and Lockouts**

- 6.01 There shall be no lockout by the Employer and no interruption or impeding of work, work stoppage, strike, sit-down, slow-down, or any other interference with production by any employee or employees.
- 6.02 An employee who participates in any interruption or impeding of work, work stoppage, strike, sit-down, slow-down, or any other interference with production may be disciplined by the Employer.

### **Article 7 - Managerial Responsibilities**

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

### **Article 8 - Employer Directives**

- 8.01 The Employer shall provide the Union and the Bargaining Unit Representative with a copy of all personnel directives which are intended to clarify the interpretation or application of this Agreement.

### **Article 9 - Appointment of \_\_\_\_\_ es**

- 9.01 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 fourteen (14) days of their appointment. The Employer shall not be required to deal with any Representative(s) except those named and identified to the Employer through written notice.



## **Article 10 - Union Access to Employer Premises**

10.01 Upon reasonable notification the Employer may permit access to its work premises of an accredited representative of the Union. Permission to enter the Employer's premises shall not be unreasonably denied.

## **Article 11 - Time-Off for Union Business**

### **Conciliation or Arbitration Hearings** (Disputes)

11.01 (a) The Employer will grant leave with pay to one employee representing the Union before a Conciliation or Arbitration Board hearing;

### **Employee called as a Witness**

(b) The Employer will grant leave with pay to an employee called as a witness before a Conciliation or Arbitration Board hearing and, where operational requirements permit, leave with pay to an employee called as a witness by the Union.

### **Arbitration Hearing** (Grievance)

11.02 (a) The Employer will grant leave with pay to an employee who is a party to the grievance which is before the Arbitration Board.

### **Employee who acts as a Representative**

(b) When operational requirements permit, the Employer will grant leave with pay to the Representative of an employee who is a party to the grievance.

### **Employee called as a Witness**

(c) When operational requirements permit, the Employer will grant leave with pay to a witness called by an employee who is a party to the grievance.

11.03 When an employee and his/her representative are involved in the process of his/her grievance, and when operational requirements permit, he/she or they shall be granted reasonable time off:

(a) when the discussions take place in the Hamlet of Cambridge Bay, leave with pay, and

- (b) when discussions take place outside of the Hamlet of Cambridge Bay, leave without pay.

Preparatory Contract Negotiations Meetings

11.04 When operational requirements permit, the Employer will grant leave with pay for two (2) employees for a maximum of one (1) day each to attend preparatory negotiations meetings if such meetings cannot be scheduled outside of working hours.

Contract Negotiations Meetings

11.05 When operational requirements permit, the Employer will grant leave with pay for two (2) employees for the purpose of attending contract negotiations on behalf of the Union for the duration of such negotiations.

Meetings on Employee Organizations and Management

11.06 When operational requirements permit, the Employer will grant time-off with pay to one (1) employee who is meeting with management on behalf of the Union.

Employee Organization Executive Council and Congress and Conventions

11.07 When operational requirements permit, the Employer will grant reasonable leave without pay to one (1) employee to attend Executive Council Meetings and Conventions of the Alliance, the Nunavut Employees Union, the Canadian Labour Congress and the Northern Territories Federation of Labour.

Representative Training Course

11.08 When operational requirements permit, the Employer will grant reasonable leave without pay to an employee who exercises the authority of a Representative on behalf of the Union to undertake training related to the duties of a Representative.

Time-off for Representatives

11.09 A Representative shall obtain the permission of the Manager or Maintenance Manager as appropriate before leaving his/her work to investigate a grievance, to meet with management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld.

11.10 The Representative shall make every reasonable effort to report back to the Manager or Maintenance Manager as appropriate before resuming his/her normal duties.

11.11 When operational requirements permit and upon reasonable notice the Employer will grant leave without pay for one (1) employee:

- (a) to participate as delegates to constitutional conferences or other similar forums mandated by Federal or Territorial legislation; and
- (b) to present briefs to commissions, boards and hearings that are mandated by Federal or Territorial legislation and whose area of interest is of concern to organized labour.

#### Leave for Elected Officers

11.12 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 without pay for the term of office. During the leave of absence without pay such employees shall maintain all accumulated rights and benefits to which they are entitled under the Agreement.

11.13 Such employees shall advise the Employer as soon as possible when an extension of their leave of absence without pay is applicable due to re-election.

11.14 Upon termination of their leave of absence without pay such employees shall be offered the position they held with the Employer at the commencement of their leave of absence without pay or a comparable position.

11.15 Notwithstanding Article 11.14, 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.

11.16 Such employees will retain their seniority, but shall not accrue further seniority during their leave of absence without pay.

#### Temporary Secondment

11.17 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 12 - Membership Fee Deduction**

12.01 The Employer will, as a condition of employment, deduct an amount equal to the amount of Membership Fees from the pay of all employees in the Bargaining Unit.

- 12.02 The Alliance shall inform the Employer in writing of the Membership Fees to be deducted for each employee within the Bargaining Unit.
- 12.03 For the purpose of applying Article 12.01, deductions from pay for each employee will occur on a biweekly basis and will apply to the extent that earnings are available. Where an employee does not have sufficient earnings in respect of any biweekly period to permit deduction, the Employer shall not be obligated to make such deductions from subsequent salary.
- 12.04 For the duration of this Agreement no employee organization, other than the Alliance, shall be permitted to have membership fees deducted by the Employer from the pay of the employees.
- 12.05 The amounts deducted in accordance with Article 12.01 shall be remitted to the Comptroller of the Alliance by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on his/her behalf.
- 12.06 The Alliance agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of the article except for any claim or liability arising out of an error committed by the Employer.
- 12.07 The Employer shall identify the total Membership Fees deducted for each employee on that employee's T4 information slip for the applicable year.

### **Article 13 - Information**

- 13.01 The Employer agrees to provide the Union on a monthly basis, with information concerning the identification of each employee in the Bargaining Unit by forwarding the Union a copy of the information remitted to the Alliance under the provisions of article 12.05.
- 13.02 The Employer shall provide each permanent employee with a copy of this Agreement, provide four (4) copies to the Union, and retain one copy at each office.
- 13.03 The Employer shall provide each new permanent employee with a copy of this Agreement upon his/her appointment.

### **Translation**

- 13.04 The Employer and the Alliance shall share equally the cost of translating this Agreement into Inuinnaqtun. In the event of any dispute concerning an interpretation of any provision of this Agreement the English version shall govern.

#### **Article 14 - Provision of Bulletin Board Space and Other Facilities**

- 14.01 The Employer shall provide bulletin board space in its office and shop clearly identified for exclusive Union use for the posting of notices pertaining to elections, appointments, meeting dates, news items and social and recreational affairs.
- 14.02 The Employer may make available to the members of the Bargaining Unit a suitable meeting room to be used from time to time for the conducting of business relating to the Bargaining Unit.
- 14.03 Employees may be permitted to use the Employer facilities and equipment, excluding vehicles, outside of business hours only with the permission of the Manager, which must be obtained in advance.

#### **Article 15 - Grievance Procedure and Arbitration**

- 15.01 The Employer and the Union recognize that grievances may arise in each of the following circumstances:
- (a) the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, or of an arbitral award;
  - (b) disciplinary action resulting in demotion, suspension, or a financial penalty, including the withholding of an increment;
  - (c) discharge;
  - (d) letters or notations of discipline placed on an employee's personnel file.
- 15.02 Grievances shall be settled according to the following procedures for grievance and arbitration.

#### **Representation**

- 15.03 If he/she so desires, an employee may be assisted and represented by the Union when presenting a grievance.
- 15.04 Where an employee has been represented by the Union in the presentation of his/her grievance, the Employer will provide the appropriate Representative of the Union with a copy of the Employer's decision at each level of the grievance procedure at the same time that the Employer's decision is conveyed to the employee.

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

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

### Procedures

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

- (a) forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate level; and
- (b) provide the employee and the Union with a receipt stating the date on which the grievance was received by the Employer.

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

15.08 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) Final Level (Manager)

15.09 The Employer shall designate its representative at each level of the grievance procedure and shall inform all employees of the person so designated.

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

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

15.12 An employee may, by written notice to the Employer, withdraw his/her grievance provided that, where the grievance is one arising out of the application or interpretation of this Agreement, or where the grievor is being represented by the Union, his/her withdrawal has the written endorsement of the Union.

### Time Limits

- 15.13 A grievance may be presented at the First Level of the procedure in the manner prescribed in Article 15.07 within twenty-five (25) calendar days.
- 15.14 The Employer shall reply in writing to a grievance within fourteen (14) calendar days at First Level, or within thirty (30) calendar days at Final Level.
- 15.15 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 grievor, within twenty-one (21) calendar days after that decision or settlement has been conveyed in writing to him/her by the Employer; or
  - (b) where the Employer has not conveyed a decision to the grievor within the time prescribed in Article 15.14 within fourteen (14) calendar days after the day the decision was due.
- 15.16 The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the employee, and where appropriate, the Union. A grievance that has not been filed or advanced within the time limits specified in this procedure is abandoned and cannot later be filed or advanced.

### Dismissal

- 15.17 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 Final Level.

### Arbitration

- 15.18 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement including any question as to whether a matter is arbitrable, or where an allegation is made that a term or condition of this Agreement has been violated, either of the parties may, after exhausting the grievance procedure in this Article, notify the other party in writing within twenty-one (21) days of the receipt of the reply at the Final Level, of his/her desire to submit the difference or allegation to arbitration.
- 15.19 (a) The parties agree that arbitration referred to in Article 15.18 shall be by a single arbitrator.

- (b) The parties will attempt to come to an agreement on the selection of an Arbitrator within thirty (30) calendar days of the date on which notification by either party to submit the difference or allegation to arbitration was made, or such further period as may be mutually agreed upon by the parties.
  - (c) In the event that the Employer and the Union are unable to agree upon the selection of the Arbitrator, the Minister of Labour of Canada shall be requested to appoint an Arbitrator, and it is agreed that the Arbitrator so appointed shall act as the single Arbitrator.
- 15.20 (a) The Arbitrator has all of the powers granted to arbitrators under the Canada Labour Code in addition to any powers which are contained in this Agreement.
- (b) The Arbitrator shall hear and determine the difference or allegation and shall issue a decision and that decision is final and binding upon the parties and upon any employee affected by it.
  - (c) The award of the arbitrator shall be signed by him/her and copies thereof shall be transmitted to the parties to the dispute.
- 15.21 The Arbitrator shall not have the authority to alter or amend any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or to render any decision contrary to the terms and provisions of this Agreement, or to increase or decrease wages.
- 15.22 The Employer and the Union shall each pay one-half (½) of the remuneration and expenses of the Arbitrator and each party shall bear its ~~own~~ expenses of every such arbitration.
- 15.23 Where a party has failed to comply with any of the terms of the decision of the Arbitrator, either party or employee affected by the decision may, after the expiration of thirty (30) calendar days from the date of the release of the decision or the date provided in the decision for compliance, whichever is later, file in the office of the Clerk of the Federal Court of Canada, a copy of the decision, exclusive of the reason therefore in the prescribed form, whereupon the decision may be entered in the same way as the judgement or an order of that court and may be enforceable as such.
- 15.24 In addition to the powers granted to arbitrators under the Canada Labour Code the Arbitrator may determine that the employee has been discharged for other than just cause and he/she may:
- (a) direct the Employer to reinstate the employee and pay to the employee a sum equal to his/her wages lost by reason of his/her



discharge, or such less sum as in the opinion of the Arbitrator is fair and reasonable; and/or

- (b) make such order as he/she considers fair and reasonable having regard to the terms of this Agreement and to all the circumstances of the case.

### **Article 16 - Designated Paid Holidays**

16.01 The Employer will recognize eleven (11) Designated Paid Holidays each calendar year for permanent employees. Prior to the commencement of each year, permanent employees will designate in writing, on a form provided by the Employer, the eleven (11) days they wish to observe as Designated Paid Holidays in the following calendar year.

- (a) If an employee does not exercise his/her right to designate in writing the eleven (11) Designated Paid Holidays he/she wishes to observe, the following Designated Paid Holidays will apply for this employee:
  - (i) New Year's Day (January 1);
  - (ii) Good Friday;
  - (iii) Easter Monday;
  - (iv) Victoria Day;
  - (v) Nunavut Day (July 9);
  - (vi) August Civic Holiday (first Monday in August);
  - (vii) Labour Day;
  - (viii) Thanksgiving Day;
  - (ix) Remembrance Day (November 11);
  - (x) Christmas Day (December 25);
  - (xi) Boxing Day (December 26).
- (b) An employee who becomes a permanent employee during the calendar year shall be entitled to a pro rata number of Designated Paid Holidays (rounded to the next higher whole number and in no case less than two (2) Designated Paid Holidays) based on the portion of the year he/she is employed and he/she will designate these in writing at the time of employment.

- (c) The eleven (11) days designated by the employee shall be Designated Paid Holidays substituted in lieu of the general holidays designated in the Labour Standards Act.
- (d) Canada Day (July 1) shall be observed as a Designated Paid Holiday in addition to the eleven (11) Designated Paid Holidays above.
- (e) One (1) additional day will be observed when proclaimed as an act of Nunavut as a territorial holiday.
- (f) Up to one (1) additional day will be observed when proclaimed by the Mayor of the Incorporated Hamlet of Cambridge Bay.
- (g) Casual employees shall be eligible for the twelve (12) specifically named Designated Paid Holidays listed above. If a casual employee works the day before and the day after one of these Designated Paid Holidays, the casual employee will be paid for the Designated Paid Holiday.

16.02 Article 16.01 does not apply to an employee who is absent without pay on both the working day immediately preceding and the working day following the Designated Paid Holiday.

Designated Paid Holiday Falling on a Day of Rest

16.03 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/her day of rest.

16.04 When a Designated Paid Holiday for an employee is moved to another day under the provisions of Article 16.03:

- (a) work performed by an employee on the day from which the 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.

16.05 When the Employer requires an employee to work on a Designated Paid Holiday as overtime he/she shall be paid in addition to the pay that he/she would have been granted had he/she not worked on the Designated Paid Holiday:

- (a) one and one half (1½) times his/her hourly rate for the first four (4) hours worked; and

- (b) two (2) times his/her hourly rate for hours worked in excess of four (4) hours; and
- (c) through mutual agreement between the Employer and the employee, time-off in lieu of payment may be granted at a later date convenient to both the employee and the Employer. Where a Designated Paid Holiday for an employee falls within a period of leave with pay, the Designated Paid Holiday shall not count as a day of leave.

### **Article 17 - Leave - General**

- 17.01 When an employee is in receipt of an allowance and is granted leave with pay, he/she is entitled during his/her period of leave with pay to receive the allowance. When an employee is granted leave of absence without pay, the employee shall not be entitled to receive any pay, benefits or allowances for the period of leave of absence without pay.
- 17.02 During the month of April in each year the Employer shall inform each employee in the Bargaining Unit in writing of the balance of his/her sick, compensatory and vacation leave credits as at the end of the fiscal year.
- 17.03 When the employment of an employee who has been granted more vacation or sick leave with pay than he/she has earned is terminated, the employee shall be considered to have earned that amount of leave with pay granted to him/her provided that:
- (a) an employee's employment is terminated by his/her death; or
  - (b) an employee's employment is terminated by layoff instituted at any time after he/she has completed three (3) or more years of continuous employment.

### **Article 18 - Vacation Leave**

          ti      of Vacation Leave

- 18.01 (a) For each month of a fiscal year in which an employee receives ten (10) days pay, he/she shall earn Vacation Leave at the following rates:
- (i) one and one-quarter (1%) days each month until the anniversary of the second (2) year of continuous service is completed;

- (ii) one and two-thirds (1-2/3) days each month commencing in the month after completion of two (2) years **of** continuous service and ending in the month that eight (8) years of continuous service is completed;
  - (iii) two (2) days each month commencing in the month after completion of eight (8) years of continuous employment and ending in the month that thirteen (13) years of continuous service is completed;
  - (iv) two and one-third (2-1/3) days each month commencing in the month after completion of thirteen (13) years of continuous employment and ending in the month that eighteen (18) years of continuous employment.
  - (v) two and five-eighths (2-5/8) days each month commencing in the month after completion of eighteen (18) years of continuous employment.
- (b) Part-time employees shall be paid six (6), eight (8), ten (10), twelve (12) or fourteen (14) percent of their total earnings in the fiscal year in accordance with their accumulated service in lieu of vacation leave to which they would otherwise be entitled.

18.02 A vacation bonus of three (3) days additional annual leave credits will be awarded to an employee on the employee's twentieth (20th) year anniversary and five (5) days additional annual leave credits on the employee's twenty-fifth (25th) year anniversary of continuous employment.

#### Granting of Vacation Leave

- 18.03 (a) In granting vacation leave with pay to an employee, the Employer shall make every reasonable effort:
- (i) to schedule vacation leave for all employees in the fiscal year in which it is earned;
  - (ii) not to recall an employee to duty after he/she has proceeded on vacation leave;
  - (iii) to grant the employee his/her vacation leave during the fiscal year in which it is earned at a time specified by the employee;
  - (iv) 1) to grant the employee vacation leave for at least up to five (5) consecutive weeks depending upon his/her vacation entitlements when so requested by the employee; and

- 2) to grant employees their vacation leave preference and where as between two or more employees who have expressed a preference for the same period of vacation leave, length of service with the Employer will prevail;
  - 3) where operational requirements are such that an employee in not permitted to take his/her vacation leave during the months of June to September inclusive in one fiscal year, special consideration will be given to his/her being granted his/her vacation leave during the months of June to September in the next fiscal year;
- (v) to grant the employee his/her vacation leave when specified by the employee if the period of vacation leave is less than a week, providing the employee gives the Employer reasonable advance notice.
- (b) All requests for vacation leave must be in writing. The Employer shall reply to the request for vacation leave submitted by the employee within five (5) days after the request has been received by the Manager. Where the Employer has proposed to deny the vacation leave requested by the employee, the Employer shall provide the employee with the reasons, in writing, for such denial of vacation leave.

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

- (a) is granted compassionate leave, when there is a death in his/her immediate family as defined in Article 20; or
- (b) is granted compassionate leave with pay because of illness in the immediate family as defined in Article 20; 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.

#### Carryover Provisions

18.05 Employees are not permitted to carryover more vacation leave credits than can be earned in one (1) fiscal year. Vacation leave credits exceeding a one (1) year entitlement will be liquidated in the month of April.

### Recall From Vacation Leave

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

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

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

18.07 The employee shall not be considered as being on vacation leave during any period in respect of which he/she is entitled under Article 18.06 to be reimbursed for reasonable expenses incurred by him/her.

### Leave When Employment Terminates

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

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

18.09 An employee whose employment is terminated by reason of a declaration that he/she abandoned his/her position as defined in 2.01(a) is entitled to receive the payment referred to in Article 18.08. If after reasonable efforts the Employer is unable to locate the employee within six (6) months of termination, the employee's entitlement shall lapse.

### Travel Time

18.10 (a) Every employee who is proceeding on vacation leave shall be granted in conjunction with his/her vacation leave, subject to Article 18.10(b), travel time with pay for the time required for the return

journey between Cambridge Bay and his/her destination. His/her travel leave shall be one (1) day each way.

- (b) An employee's travel time entitlement will be granted when at least an equal number of days annual leave are liquidated 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 as a day of liquidated leave for determining the entitlement of travel time.
- (c) Notwithstanding Article 18.10(a), an employee shall not be granted travel time under this article during his/her first nine (9) months of employment with the Employer.

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

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/she receives pay for at least seventy-five (75) hours.

19.02 Subject to (a) and (b) below, and to the remainder of this article, all absences on account of illness on a normal working day, 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 his/her absence on account of illness is less than one-half day and the employee has been on duty for at least two hours;
- (b) Where the period of absence on account of illness is at least one-half day but less than a full day, one-half day only shall be charged as sick leave.

19.03 Unless otherwise informed by the Employer an employee must sign a statement stating that because of an illness or injury he/she was unable to perform his/her duties:

- (a) if the period of leave requested does not exceed three (3) working days, and
- (b) if in the current fiscal year, the employee has not been granted sick leave on more than nine (9) days wholly on the basis of statements signed by him/her.

### Medical Certificates

- 19.04 An employee is required to produce a certificate from a qualified medical practitioner, certifying that such employee is unable to carry out his/her duties due to illness:
- (a) for sick leave in excess of three (3) working days;
  - (b) for any additional sick leave in a fiscal year when in the same fiscal year the employee has been granted sick leave on nine (9) days wholly on the basis of the statements signed by him/her.
- 19.05 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/her duties due to illness. If the employee does not provide this certificate as required, he/she shall not receive sick pay regardless of sick leave credits accrued.

### Other Considerations

- 19.06 Where leave of absence without pay is authorized for any reason, or an employee is laid-off because of lack of work, and the employee returns to work upon expiration of such leave of absence or layoff, he/she shall retain any unused sick leave existing at the time of layoff or commencement of leave without pay.
- 19.07 In circumstances where sick leave would be authorized but the employee has insufficient sick leave credits, at the discretion of the Employer, he/she may be granted sick leave in advance to a limit of ten (10) days which shall be charged against future credits as earned, or recovered from his/her final pay if he/she is terminated. If the employee dies, there will be no recovery of advanced sick leave credits from the employee's final pay.
- 19.08 An employee is not eligible for sick leave with pay for any period in which he/she is on leave of absence without pay, laid off, or under suspension.
- 19.09 When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for a concurrent period, there shall be no charge against his/her sick leave credits for the period of concurrency.

### Travel Time

- 19.10 Every employee who is proceeding to a medical centre by the direction of a qualified medical practitioner shall be granted leave of absence with pay which is not to be charged against his/her sick leave credits for the lesser of three (3) days or the actual travel time to the medical centre and return.



## Article 20 - Compassionate Leave

20.01 For the purposes of this article:

- (a) immediate family shall mean the employee's spouse, common-law spouse, child, step-child, father (or alternatively stepfather), mother (or alternatively stepmother), brother, sister, grandparent, grandchild, father-in-law, and mother-in-law;
- (b) extended family shall mean the employee's aunt, uncle, son-in-law, daughter-in-law, brother-in-law, sister-in-law, niece, nephew, and any relative permanently residing in the employee's household or with whom the employee presently resides.

20.02 An employee at his/her discretion shall be granted up to five (5) days leave with pay and if needed, an additional five (5) days leave without pay when a death occurs in the employee's immediate family for the purpose of bereavement. Where the burial takes place outside of Cambridge Bay such leave shall be extended by two (2) additional days leave with pay to provide for travelling time.

20.03 An employee at his/her discretion shall be granted up to two (2) days leave with pay and, if needed, an additional three (3) days leave without pay when a death occurs in the employee's extended family for the purpose of bereavement. Where the burial takes place outside of Cambridge Bay such leave shall be extended by two (2) additional days leave with pay to provide for travelling time.

20.04 An employee shall, upon request, be granted one (1) days leave with pay when another employee of the Employer dies.

20.05

- (a) The Employer and the Union recognize the importance of access to leave to provide care or support to a gravely ill family member with a significant risk of death.
- (b) For the purposes of this article, the definition of family member in section 39.1(1) of the Nunavut *Labour Standards Act* shall apply.
- (c) An employee shall be granted compassionate care leave without pay, to a maximum of eight (8) weeks, for the care of a gravely ill member of the employee's immediate family in accordance with the following conditions:
  - (i) an employee shall notify the Employer in writing (except where due to urgent or unforeseeable circumstances such notice cannot be given, in which case the employee shall

notify the Employer as soon as possible by the most expedient means possible) of the commencement date of the leave and the expected duration of the leave;

- (ii) an employee shall provide the Employer with a copy of the medical certificate as proof that the employee's gravely ill immediate family member is suffering from a serious medical condition with a significant risk of death within 26 weeks of the commencement of the leave. A certificate from another medical practitioner, such as a nurse practitioner, is acceptable when the gravely ill immediate 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 gravely ill immediate family member.
- (d) Compassionate care leave without pay granted under this article can be taken over separate periods, but each period shall be for a minimum period of one (1) week. Compassionate care leave cannot exceed eight (8) weeks for the same gravely ill immediate family member.
- (e) Two or more employees of the Employer cannot take more than a total of eight (8) weeks of compassionate care leave without pay for the same gravely ill immediate family member.
- (f) Periods of compassionate care leave without pay shall be treated as Continuous Employment.
- (g) Employees shall be returned to work from a period of compassionate care leave without pay in their same position at the same rate of pay. Should an employee become eligible for a pay increment during a period of compassionate care leave without pay, the employee will be paid the new rate of pay when the employee returns to work.
- (h) If during a period of sick leave, vacation leave or lieu time, an employee is advised of circumstances under which the employee would have been eligible for compassionate care leave without pay under clause (c) and the employee is granted compassionate care leave without pay, the employee's sick leave, vacation leave or lieu time shall be restored for any concurrent period of compassionate care leave without pay granted.

20.06 An employee shall be granted two (2) days leave with pay upon the birth of his/her child. An employee shall be granted two (2) days leave with pay

upon the adoption of his/her child. This leave may be divided into two parts and taken on separate days.

20.07 The provisions of this article do not apply to:

- (a) a casual employee;
- (b) an employee who is on leave of absence without pay, laid off, or under suspension.

### **Article 21 - Maternity Leave**

21.01 An employee who becomes pregnant shall be granted seventeen (17) consecutive weeks maternity leave without pay commencing at any time during the seventeen (17) week period immediately preceding the expected date of delivery, provided that the employee gives the Employer written notice at least four (4) weeks before the day on which the employee expects to commence her leave. At the employee's request the Employer will meet with the employee and explain the benefits provided in this article.

21.02 The Employer may:

- (a) upon written request from the employee, defer the commencement of maternity leave without pay of an employee or terminate it earlier than seventeen (17) weeks after the date of the termination of her pregnancy;
- (b) grant maternity leave without pay to an employee to commence earlier than seventeen (17) weeks before the expected termination of her pregnancy;
- (c) where maternity leave without pay is requested, require an employee to submit a medical certificate certifying pregnancy.

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

### **Maternity-related                      it or Leave**

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

## Maternity Leave Allowance

- 21.05 After completion of six (6) months continuous employment, (provided the employee is not under suspension or on leave of absence) an employee who provides the Employer with proof that she has applied for and is in receipt of employment insurance benefits pursuant to Section 22, Employment Insurance Act, shall be paid a maternity leave allowance.
- 21.06 A recipient under Article 21.05 shall sign an agreement with the Employer providing:
- (a) that she will return to work and remain in the Employer's employ for a period of at least six (6) months after her return to work;
  - (b) that she will return to work on the date of the expiry of her maternity leave, unless this date is modified with the Employer's consent.
- 21.07 Should the employee fail to return to work and remain in the Employer's employ, except by reason of death, disability or lay-off, as per the provision of Article 21.06, the employee recognizes that she is indebted to the Employer for the amount received as maternity leave allowance. Should the employee not return for the full six months, the employee's indebtedness shall be reduced on a prorated basis according to the number of months for which she received pay.
- 21.08 No employee shall be laid off, transferred or relocated while on maternity leave without the consent of the employee, the Employer and the Union.
- 21.09 In respect of the period of maternity leave, payments of maternity leave allowance will consist of the following:
- (a) For the first two (2) weeks, payments equivalent to ninety-three percent (93%) of her weekly rate of pay. For up to a maximum of an additional fifteen (15) weeks, payments equivalent to the difference between the employment insurance benefits she is eligible to receive and ninety-three percent (93%) of her weekly rate of pay;
  - (b)
    - (i) for a full-time employee the weekly rate of pay referred to in Article 21.09(a) shall be the weekly rate of pay for her classification and position on the day immediately preceding the commencement of the maternity leave.
    - (ii) for a part-time employee the weekly rate of pay referred to in Article 21.09(a) shall be the prorated weekly rate of pay for her classification and position averaged over the six month period of continuous employment immediately preceding the commencement of the maternity leave.

- (c) Employees have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan.
- (d) Where an employee becomes eligible for a pay increment or an economic adjustment with respect to any period in which the employee was in receipt of payments under Article 21.09(a), the payments shall be adjusted accordingly.

#### Other Benefits During Leave

- 21.10 An employee returning to work from maternity leave retains all credits accumulated prior to taking leave.
- 21.11 If an employee elects to maintain coverage for medical, group life and other benefits, the employee will choose either:
- (a) To have the Employer 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; or
  - (b) To have the Employer continue to deduct the employee's share of these premiums from maternity leave allowance payments made to the employee, or to arrange to make these premium payments directly to the benefit plan provider(s).
- 21.12 Illness arising due to pregnancy during employment and prior to this leave of absence may be charged to normal sick leave credits.

#### **Article 22 - Parental Leave**

- 22.01 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.
- 22.02 An employee who intends to request parental leave without pay shall provide the Employer with four (4) weeks written notice, except where in the case of adoption the child arrives at the employee's home sooner than expected. In the case of an adoption, the employee shall notify the Employer as soon as the application for adoption has been approved by the adoption agency or legal guardianship and custody papers have been completed.

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

#### Parental Leave Allowance

22.04 After completion of six (6) months continuous employment, (provided the employee is not under suspension or on leave of absence) an employee who has been granted parental leave without pay and who provides the Employer with proof that he/she has applied for and is in receipt of parental benefits pursuant to Section 23, Employment Insurance Act shall be paid a parental leave allowance.

22.05 A recipient under Article 22.04 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.

22.06 Should the employee fail to return to work and remain in the Employer's employ in accordance with the provisions of Article 22.05, 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.

22.07 No employee shall be laid off, transferred or relocated while on parental leave without the consent of the employee, the Employer and the Union.

22.08 For the period of parental leave without pay taken by an employee who has not taken maternity leave without pay, or who has taken maternity leave without pay and has not received a maternity leave allowance, parental leave allowance payments shall be equivalent to ninety-three percent (93%) of the employee's weekly rate of pay for the first two (2) weeks, and for an additional fifteen (15) weeks, payments equivalent to the difference between the employment insurance benefit the employee is eligible to receive and ninety-three percent (93%) of the employee's weekly rate of pay.

22.09 For the period of parental leave without pay taken by an employee who has taken maternity leave without pay and received a maternity leave allowance, parental leave allowance payments will be equivalent to the difference between the employment insurance benefit she is eligible to

receive and ninety-three percent (93%) of the employee's weekly rate of pay for a period of seventeen (17) weeks.

- 22.10 (a) For a full-time employee the weekly rate of pay referred to in Articles 22.08 and 22.09 shall be the weekly rate of pay for his/her classification and position on the day immediately preceding the commencement of the parental leave without pay or maternity leave without pay, as the case may be.
- (b) For a part-time employee the weekly rate of pay referred to in Articles 22.08 and 22.09 shall be the prorated weekly rate of pay for his/her classification and position on the day immediately preceding the commencement of the parental leave without pay or maternity leave without pay, as the case may be, averaged over the six month period of continuous employment immediately preceding the commencement of the parental or maternity leave without pay.
- 22.11 Employees have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan.
- 22.12 Where an employee becomes eligible for a pay increment or an economic adjustment with respect to any period in which the employee was in receipt of payments under Article 22.04, the payments shall be adjusted accordingly.
- 22.13 Parental leave without pay utilized by an employee couple, both of whom are employed by the Employer, in conjunction with maternity leave shall not exceed a total of fifty-two (52) weeks.
- 22.14 Parental leave without pay taken by an employee in conjunction with maternity leave shall be taken immediately after the termination of maternity leave and the duration of both periods of leave without pay combined shall not exceed a total of fifty-two (52) weeks.
- 22.15 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.

#### Other Benefits During Leave

- 22.16 An employee returning to work from parental leave retains all his/her credits accumulated prior to taking leave.
- 22.17 If an employee elects to maintain coverage for medical, group life and other benefits, the employee will choose either:

- (a) To have the Employer 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; or
- (b) To have the Employer continue to deduct the employee's share of these premiums from parental leave allowance payments made to the employee, or to arrange to make these premium payments directly to the benefit plan provider(s).

### **Article 23 - Other Leave**

#### **Court Leave**

23.01 Leave of absence with pay shall be granted 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
- (b) by subpoena or summons to attend as a witness in any proceeding held:
  - (i) in or under the authority of a court of justice or before a grand jury;
  - (ii) before a court, judge, justice, magistrate, or coroner;
  - (iii) before the Senate or House of Commons of Canada, or a committee of the Senate or House of Commons, otherwise than in the performance of the duties of his/her position;
  - (iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it;
  - (v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.
- (c) An employee shall remit to the Employer any remuneration received by him/her as a result of serving on a jury or as a witness upon receipt, other than remuneration received as an allowance or reimbursement for expenses incurred in such a duty.



### Injury-on-Duty Leave

- 23.02 (a) The Employer shall pay an employee the balance of his/her 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 Worker' Safety and Compensation Commission as to the compensability of an injury, the employee shall use his/her 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.

### Self-funded Leave

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

An employee's service and seniority shall continue to accrue during a Self-funded Leave.

### Casual Leave

23.04 An employee may be granted casual leave with pay for the length of his/her appointment, to a maximum of two (2) hours, for the following purposes:

- (a) Medical, Dental, Legal and School Appointments

Whenever it is necessary for an employee to attend upon his/her doctor, dentist, lawyer or school appointments during working hours he/she shall be granted casual leave for these purposes, if the appointment cannot be scheduled outside of working hours.

- (b) Other Casual Leave

The Manager may grant an employee casual leave for other purposes of a special or unusual nature, including attendance at funerals.

23.05 Employees shall be granted casual leave with pay to a maximum of one-half (%) day per occurrence where the employee's physician requires him/her to attend regular or recurring medical treatments and check-ups.

23.06 If the combined total leave granted in any fiscal year under Articles 23.04(a) and 23.05 exceeds two (2) days, the additional casual leave shall be charged against an employee's sick leave credits.

#### Discretionary Leave

23.07 Subject to operational requirements, an employee shall be entitled to take one (1) day leave with pay each fiscal year at his/her discretion. One day written notice must be given to the Employer.

#### Leave for Hunting, Fishing or Harvesting

23.08 Subject to operational requirements, leave without pay may be granted on very short notice to an employee in order to meet traditional hunting, fishing or harvesting pursuits. Such leave without pay shall be taken up to a maximum of three (3) days at a time.

#### Leave For Other Reasons

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

### **Article 24 - Hours of Work**

24.01 The work week shall consist of five (5) consecutive scheduled workdays Monday through Friday of seven and one-half (7 ½) consecutive hours exclusive of a lunch period. The normal hours of work shall be between 8:30 a.m. and 5:00 p.m.

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. An employee may absent himself from his/her place of work during such rest periods, but for each such rest period shall not be absent with pay from his/her place of work for more than fifteen (15) minutes.

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

24.04 An employee who has been declared to have abandoned his/her position shall as a consequence have his/her employment terminated.

### **Article 25 - Overtime**

25.01 In this article:

- (a) "Straight time rate" means the hourly rate of remuneration;
- (b) "Time and one half" means one and one-half times the straight time rate;
- (c) "Double time" means two times the straight time rate.

25.02 An employee who is required to work overtime shall be paid overtime compensation for each completed fifteen (15) minutes of overtime worked by him/her.

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

- 25.04 (a) Subject to operational requirements the Employer shall make every reasonable effort;
- (i) to allocate overtime work on an equitable basis among readily available qualified employees who are normally required in their regular duties to perform that work;
  - (ii) to give employees who are required to work overtime reasonable advance notice of this requirement.
- (b) Except in case of an emergency an employee may for cause refuse to work overtime, providing he/she places his/her refusal in writing.

25.05 (a) An employee who is requested to work overtime shall be entitled to a minimum of one hour's pay at the appropriate rate described below in (b).

- (b) Overtime work shall be compensated as follows:
- (i) at time and one-half (1½) for all hours except as provided in Article 25.05(b)(ii);
  - (ii) at double time (2) for all hours of overtime worked in a day after the first four (4) hours;
  - (iii) through mutual agreement between the Employer and the employee, time off in lieu of payment may be granted at a

later date convenient to both the employee and the Employer. The request of time off in lieu of payment shall not be unreasonably denied.

25.06 Where an employee is required to work three (3) or more hours of overtime immediately following his/her regularly scheduled hours of duty and due to operational requirements the employee is not permitted to leave his/her place of work, the Employer will either provide the employee with a meal or meal allowance equal to the amount of the dinner allowance in accordance with Article 30.

### **Article 26 - Outside Employment**

26.01 An employee can carry on any business or employment outside his/her regularly scheduled hours of duty without interference from the Employer. The employee will however provide written notice of such activities to the Employer promptly upon commencement.

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

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

### **Article 27 - Pay**

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

27.02 Employees shall be paid on a biweekly basis with pay days being every second Thursday with up to a two (2) week holdback. Casual employees are not subject to a holdback. Paycheques shall be distributed in sealed envelopes or, at the option of the employee, deposited directly into the employee's bank account.

27.03 The Employer shall provide a newly hired employee with a reasonable pay advance, if so requested by the employee. The pay advance shall be recovered from the first available pay of the employee. This provision does not apply to casual employees.

27.04 Employees who have earned overtime compensation or any other extra allowances in addition to their regular pay, shall receive such remuneration in the pay period when such compensation was earned.

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

#### Acting Pay

27.05 When an employee is required in writing by the Employer to perform the duties of a higher classification level on an acting basis for a period in excess of two (2) working days, he/she shall be paid acting pay calculated from the date on which he/she commenced to act as if he/she had been appointed to that higher classification level for the period in which he/she acts.

#### Garnishment

27.06 If the Employer is required to make a deduction from an employee's paycheque as a result of a legal garnishee order or Canada Customs and Revenue Agency Requirement to Pay, a fifteen dollar (\$15.00) administration fee will be charged for each paycheque so garnisheed. This administration fee shall be deducted from each paycheque and this Agreement shall constitute individual authorization of the employee for such deductions.

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

### **Article 28 - Reporting Pay**

28.01 If an employee reports to work on his/her regularly scheduled workday and there is insufficient work available, he/she is entitled to pay for that day. If a casual employee is required to report to work by the Employer and there is insufficient work available, the casual employee shall be paid four (4) hours pay at the employee's straight time rate.

28.02 If an employee is directed to report for work on a day of rest or on a Designated Paid Holiday, he/she shall be paid at the applicable overtime rates.

28.03 If an employee is directed to report for work outside of his/her regularly scheduled hours, he/she shall be paid the greater of:

- (a) compensation at the appropriate overtime rate; or

- (b) compensation equivalent to four (4) hour's pay at the straight time rate for each time he/she is required to report for work.

**Article 29 - Call-back Pay**

29.01 When an employee is recalled to a place of work for a specific duty, he/she shall be paid the greater of:

- (a) compensation at the appropriate overtime rate; or
- (b) compensation equivalent to four (4) hours pay at the straight time rate.

**Article 30 - Standby**

30.01 As a condition of employment a maintenance employee may be required to be available on a standby basis for overtime work. A mobile radio telephone system will be made available for those employees on standby.

30.02 In designating employees for standby duty the Employer will attempt to provide for the equitable distribution of standby duties among readily available, qualified employees who are normally required in their regular duties to perform that work. Except in the case of an emergency, standby schedules shall be posted fourteen (14) days in advance of the starting date of the new schedule.

30.03 An employee on standby who is required to report for work shall be paid Call-back Pay, except that the employee shall receive the four-hour minimum payment only once in any eight (8) hour period.

30.04 When an Employer requires an employee to be available on standby during off-duty hours, the Employee shall be paid:

Weekday	\$ 36.00
Saturday, Sunday and Designated Paid Holidays	\$ 52.00

30.05 No standby payment shall be granted if an employee is unable to report for standby duty when called. An employee who is unable to report for standby duty when called may be subject to discipline.

**Article 31 - Pay for Travel on Behalf of Employer**

31.01 Where an employee is required to travel on behalf of the Employer, he/she shall be paid:

- (a) when the travel occurs on a regular workday, as though he/she were at work for all hours travelled:
  - (b) when the travel occurs on a day of rest or Designated Paid Holiday, at the applicable overtime rate for all hours travelled, with a minimum of four (4) hours pay at the straight time rate and a maximum of seven and one-half (7½) hours at the applicable overtime rate.
- 31.02 For the purpose of this article, hours travelled includes a one (1) hour check-in period at airports 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, but is exclusive of overnight stopovers.
- 31.03 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.
- 31.04 Where an employee is absent from home on a Designated Paid Holiday or day of rest and does not work, he/she shall receive payment at time and one-half (1 ½) his/her rate of pay or be granted the equivalent leave with pay.
- 31.05 The above entitlements shall not apply to an apprentice while travelling to or from trades school on a day of rest or Designated Paid Holiday or while in attendance at trades school.

### **Article 32 - Duty Travel**

- 32.01 An employee who is authorized to travel on Employer business will be reimbursed for reasonable expenses incurred in accordance with Government of Nunavut policy.

### **Article 33 - Job Description**

- 33.01 When an employee is first hired the Employer shall, before the employee is assigned to that position, provide the employee with a written Job Description of the position to which he/she is assigned.
- 33.02 Upon written request, an employee shall be entitled to a complete and current Job Description of his/her position.

### **Article 34 - Classification**

- 34.01 During the term of this Agreement, if a new or revised classification is implemented by the Employer, the Employer shall negotiate with the Union the rates of pay for the classification. If the parties fail to reach agreement within sixty (60) days, the matter may be referred to arbitration. The arbitrator's decision will be retroactive to the date the Employer implemented the new or revised classification.
- 34.02 Where an employee believes that he/she has been improperly classified with respect to his/her position, he/she shall discuss his/her classification with the Manager and, on request, be provided with a copy of his/her Job Description before he/she files a grievance.

### **Article 35 - Vacancies, Job Postings, Promotions and Transfers**

- 35.01 Every vacancy for positions expected to be of more than six (6) months' duration and every newly created position shall be posted for three (3) full working days on the Union notice board. An employee desiring a position must make application in writing to the Manager within four (4) working days of the first day of posting. The applicant's skills, competencies, and abilities shall be considered objectively by the Employer with a view to determining the potential of the applicants to perform the job effectively and where these factors are determined by the Employer to be equal, seniority shall govern.
- 35.02 No employee shall be transferred to another position outside the Bargaining Unit without his/her consent. If an employee is transferred to a position outside the Bargaining Unit, he/she shall retrain his/her seniority accumulated up to the date of leaving the Unit, but will not accumulate further seniority. If the employee returns to a position within the Bargaining Unit, the employee shall be awarded seniority consistent with his/her seniority accumulated up to the date of transfer outside the Bargaining Unit.
- 35.03 No employee shall be transferred to another position within the Bargaining Unit without his/her consent. If an employee is transferred to another position, he/she shall have the right to return to his/her former position within 60 days, and any other employee affected by the transfer shall be returned to his/her former position, without loss of wages or seniority.
- 35.04 New employees shall not be hired when there are permanent employees on layoff who have not lost their seniority under Article 41.04 and who are qualified to perform the job.
- 35.05 Nothing in this Article requires the Employer to fill any vacancies.



## **Article 36 - Employee Performance Review and Employee Files**

### **Employee Performance Review**

- 36.01 When a formal review of an employee's performance is made, the employee concerned shall be given the opportunity to discuss and then sign the review form in question to indicate that its contents have been read and understood. The employee shall also be given the opportunity to provide written comments to be attached to his/her performance appraisal.
- 36.02 The formal review of an employee's performance shall also incorporate an opportunity for the employee to state his/her career development.

### **Employee Files**

- 36.03 The Employer agrees not to introduce as evidence in the case of promotional opportunities or disciplinary action any disciplinary document from the file of an employee, the existence of which the employee was not made aware of by the provision of a copy thereof at the time of filing or within a reasonable period thereafter.
- 36.04 Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee, shall be destroyed after eighteen (18) months have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.
- 36.05 Upon written request of an employee, the personnel file of that employee shall be made available for his/her examination at reasonable times in the presence of an authorized representative of the Employer.

## **Article 37 - Safety and Health**

- 37.01 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.
- 37.02 The Employer shall make available to all employees a copy of the Safety Act and Regulations, and any Employer policies pertaining to safety and health.
- 37.03 A Safety Committee is established, consisting of two (2) representatives of the Employer and two (2) representatives of the workers, which will meet at least once every three (3) months, to carry out the duties of a Safety Committee as provided for under the Safety Act.

### **Article 38 - Technological Change**

- 38.01 Both parties recognize the overall advantages of technological change. Both parties will therefore encourage and promote technological change and improvements.
- 38.02 With this in view, and recognizing the extensive lead time required for the selection, installation and providing of sophisticated equipment, the Employer agrees to provide as much advance notice as is practicable but not less than one hundred and twenty (120) days' notice to the Union of any major technological change in equipment which would result in changes in the employment status or in this Agreement.
- 38.03 In cases where employees may require retraining the Employer will make every reasonable effort to offer training courses.

### **Article 39 - Short Term Leave for Training Purposes**

- 39.01 Leave without pay to take advanced or supplementary professional or technical training of less than one academic year may be granted to employees upon the recommendation of the Manager and with the approval of the Employer.
- 39.02 Such leave shall be based on an appraisal of the present and future job requirements and the qualifications of the employee applying therefore and shall be granted only to meet the identified needs.
- (a) Full or partial financial assistance in respect of salary, tuition, travelling and other expenses may be granted during such leave;
    - (i) where the employee has become technically obsolete and requires retraining to satisfactory carry out the work, or
    - (ii) where the courses are required to keep the employee abreast of new knowledge and techniques in his/her field of work, or
    - (iii) where qualified persons cannot be recruited to carry out essential work and it is necessary to train present employees.
  - (b) Refund of tuition fees, in respect of courses may be made on receipt of evidence of successful completion, if the course is of value to the employee's work and does not require the employee to be absent from duties.

- (c) Under this article, leave with full or partial financial assistance in respect of salary will carry with it the obligation to return after leave to work for the Employer for a period equivalent to the leave.

39.03 Where a request for leave under Article 39.01 and 39.02 has been submitted by an employee, the Employer shall, within sixty (60) calendar days from the date of the employee's submission, advise the employee whether his/her request has been approved or denied.

#### **Article 40 - Contracting Out**

40.01 There shall be no contracting out of any work by the Employer if it would result in the layoff or the continuance of a layoff of a permanent employee. Permanent employee for the purpose of this article means an employee who has completed their initial probationary period.

#### **Article 41 - Seniority**

41.01 A newly hired employee shall be on probation for a period defined in Article 2.01(x). During the probation period, the employee shall be entitled to all rights and benefits of this Agreement excluding seniority, except as otherwise provided. After completion of the probationary period, seniority shall be effective from the date of commencement of the probationary period.

41.02 The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. A copy of the seniority list shall be posted on all bulletin boards and sent to the union and shall be kept up-to-date by the Employer.

41.03 Seniority shall not accumulate during a leave of absence without pay or during a layoff.

41.04 An employee shall lose his/her seniority in the following circumstances:

- (a) if he/she is discharged for just cause and not reinstated;
- (b) if he/she resigns voluntarily;
- (c) if he/she abandons his/her position;
- (d) if he/she is on layoff for more than one year;
- (e) if, following layoff, he/she fails to return to work within fourteen (14) calendar days of being recalled.

## **Article 42 - Layoff and Recall**

- 42.01 The Employer agrees that there shall be no layoff of any employee during the life of this Agreement except for layoff resulting from lack of work or lack of funding.
- 42.02 Layoffs shall occur within each classification and shall be based on skill, competence, and ability. Where these factors are equal, seniority shall govern.
- 42.03 The last employee laid off shall be the first recalled provided he/she is qualified to do the work and has not lost his/her seniority.
- 42.04 The Employer shall notify employees who are to be laid off ten (10) working days prior to the effective date of layoff, or award pay in lieu thereof, unless a greater period of notice is required by legislation, in which case such greater period of notice, or pay in lieu thereof, shall be given.
- 42.05 A permanent employee (excluding an apprentice) with one year of continuous employment who has been laid off for the first time shall be paid layoff severance pay of two (2) weeks per each year for the first three (3) completed years of employment, and an additional one (1) week per year for each completed year of employment thereafter, to a maximum of twenty (20) weeks. An employee who is laid off for a second or subsequent time shall be paid layoff severance pay as above, less any amounts of layoff severance the employee has previously received. For the purposes of this article, continuous employment shall be calculated from April 1, 2001 or the employee's date of hire, whichever is later.
- 42.06 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 and the employee shall acknowledge receipt of notice by signing the duplicate copy of such letter. In this instance, notice of recall is deemed to be given when served.
  - (b) Where notice of recall is given by registered mail, notice is deemed to be given when the employee receives such letter or not later than three (3) days from the date of mailing.
- 42.07 The employee shall keep the Employer advised at all times of his/her current address. The employee shall return to work within fourteen (14) calendar days of receipt of notice of recall, unless, on reasonable grounds, he/she is unable to do so.

42.08 An employee shall provide the Employer with a minimum of fourteen (14) calendar days notice of resignation of employment.

### **Article 43 - Trades**

#### Application

43.01 The provisions of this article shall apply to maintenance employees identified in Appendix A.

#### Trades Certification

43.02 Where an employee with a certification in one trade performs work in a trade for which he/she does not possess a certificate, he/she shall advise the Employer. The Employer shall ensure that the work performed is inspected by a qualified tradesman at the earliest possible date. The Employer will ensure that traditional job titles will be used properly reflecting the dignity and status of tradesmen; using the trade name in the position title to conform to the journeyman certification required.

43.03 Tradesmen must be certified in the trade area for which they are employed as a condition of continuing employment. The non certified painter is not subject to this article, or to article 43.02.

#### Wash-up Time

43.04 Trades employees shall be permitted paid wash-up time to a maximum of ten (10) minutes at the conclusion of each shift. In unusual circumstances this period may be extended by the employee's supervisor by five (5) minutes.

43.05 Upon production of receipts, the Employer shall reimburse employees for purchase of work clothing or boots to a maximum of \$500 per calendar year.

#### Work Clothing and Protective Equipment

43.06 (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 41.06(a) as required when they are presented worn or damaged beyond repair by an employee.

On-site Laundry Facilities

43.07 The Employer shall provide suitable on-site laundry facilities and detergents, at no cost to employees, to enable employees to launder their work clothing.

Adverse Weather Conditions

43.08 Except in emergency conditions, the Employer shall not require an employee to work outside under extreme weather conditions.

**Article 44 - Apprentices**

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

- (a) The Apprentices, Trades and Occupational Certification Act and pursuant Regulations shall apply to all Apprentices employed by the Employer. A copy of the current Regulations shall be supplied to the apprentice upon appointment.
- (b) Pay increases shall not be automatic but will be based upon levels of certification issued by the Apprentices Branch and shall be effective from the date of certification.
- (c) Apprentice rates of pay will be based on the percentage of the journeyman rate for the trade the employee is hired into as follows:

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

- (d) Where an Apprentice fails to complete his/her training to the certified level in accordance with the provisions of the Apprentices, Trades and Occupational Certification Act for his/her 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.

### **Article 45 - Tools**

- 45.01 Trade employees shall provide hand tools required by their trade. Such tools must be of commercial quality.
- 45.02 The cost of replacing all tools damaged or worn-out on the job will be paid by the Employer upon receipt of such tools.
- 45.03 A designated area for storage of employees tools will be provided by the Employer.

### **Article 46 - ~~em~~ Allowance**

- 46.01 Effective April 1, 1997 Settlement Allowances were rolled into wages to the extent that funding considerations allowed.

### **Article 47 - Vacation Travel Allowance**

- 47.01 (a) Effective April 1, 2010, all full-time and part-time employees shall be paid a Vacation Travel Allowance. This allowance shall be based on \$14,629 and shall be divided by 1957.
- (b) This allowance shall be paid on an hourly basis on all regular hours worked. It shall be paid bi-weekly.
- (c) An employee who has more than two (2) years of continuous service as of April 1<sup>st</sup> in any year may elect, prior to April 1<sup>st</sup> of that year to have this allowance paid as a lump sum. Such election must be in writing, and once made, cannot be revoked for that fiscal year. An employee who makes this election shall receive a lump sum payment of \$14,629 once during the fiscal year, and shall not be paid this allowance on an hourly basis. The employee must provide the Employer with at least fourteen (14) days advance notice of the employee's request for the lump sum payment.
- (d) When an excessive number of employees have elected to receive a lump sum payment, and have requested a lump sum payment, the Employer may defer the payment of some or all of those lump sum payments for up to forty-five (45) days.

### **Article 48 - Pension and Insurance Plans**

- 48.01 The Northern Employees Benefits Services Pension Plan is a term or condition of employment for all permanent employees.

- 48.02 The Northern Employees Benefits Services Basic Group Life Insurance, Accidental Death & Dismemberment, Dependents Insurance, Long Term Disability and Weekly Indemnity plans are terms or conditions of employment for all permanent employees.
- 48.03 The Northern Employees Benefits Services Extended Health Care and Dental Insurance plans are optional plans available to each individual permanent employee.
- 48.04 The Employer shall advise the Group Pension Plan and Insurance Plans administrator of any adjustments to earnings subject to these plans, terminations of employees covered by these plans, and other required data as determined by these plans within a reasonable period.
- 48.05 The Employer shall remit all required premiums for the plans under this article within a reasonable period.
- 48.06 The Northern Employee Benefits Services employee counselling service is available to all permanent employees.
- 48.07 The Employer's obligation under this Article is only to provide access to the specified benefit plans. The benefit plan provider shall determine any questions concerning eligibility, entitlements or any other issues concerning benefits.

#### **Article 49 - Civil Liability**

- 49.01 If an action or proceeding is brought against any employee or former employee covered by this Agreement for an alleged tort committed by him/her in the performance of his/her duties, then:
- (a) The employee, upon being served with any legal process, or upon receipt of any action or proceeding as referred hereinbefore, being commenced against him/her shall advise the Employer of any such notification or legal process;
  - (b) The Employer shall pay any damages or costs awarded against any such employee in any such action or proceedings and all legal fees;
  - (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/her duty as an employee;



- (d) Upon the employee notifying the Employer in accordance with paragraph (a) above, the Employer and the employee shall forthwith meet and appoint counsel that is mutually agreeable to both parties. Should the parties be unable to agree on counsel that is satisfactory to both, then the Employer shall unilaterally appoint counsel. The Employer accepts full responsibility for the conduct of the action and the employee agrees to co-operate fully with appointed counsel.

## **Article 50 - Employee Assistance Program**

### **Purpose (Alcohol and Substance Abuse)**

- 50.01 To establish and outline the policy of the Employer in relation to employees whose alcohol and substance abuse is interfering with satisfactory work performance. Nothing in this policy replaces or negates the provisions of other policies on alcohol and substance abuse during working hours.
- 50.02 The incidences of alcohol and substance abuse are a common concern of employers, employees and families. Social drinking, which has no job related problems, is irrelevant to the Employer. However, an employee whose alcohol and substance abuse problems interferes with work performance, attendance or interpersonal work relationships may become an issue in the workplace.

### **Policy (Alcohol and Substance Abuse)**

- 50.03 The Employer recognizes that alcohol and substance abuse are disorders which are preventable and amenable to treatment. The objective of this policy is to encourage employees to recognize early symptoms and patterns of alcohol and substance abuse and to provide assistance to the process of rehabilitation to the afflicted individual. The benefits and consideration that are extended to employees during an illness shall be made available to those persons affected by alcohol and substance abuse for authorized absence to undergo assessment and treatment. These benefits include, but are not limited to, access to the sick leave provisions under Article 19 and to the Weekly Indemnity plan under Article 48.
- 50.04 The decision to undertake treatment is the responsibility of the employee. The decision to seek treatment will not affect job security. In cases where employees refuse to recognize their problem and persist in substandard work performance or poor attendance, disciplinary action may be taken and may result in discharge.

### Responsibilities (Alcohol and Substance Abuse)

- 50.05 Diagnosis and referral for treatment must be made by a duly qualified medical and/or addictions practitioner.
- 50.06 The decision to accept or reject available counselling and treatment benefits is the responsibility of the employee. The supervisor is responsible for identifying any situation involving unsatisfactory work performance or poor interpersonal work relationships. The Employer shall make available to the employee concerned the benefit provisions referred to in this Article.
- 50.07 The employee must accept the responsibility to take positive personal action, which may involve:
- (a) referral for assessment;
  - (b) cooperation fully in any prescribed treatment and rehabilitation program; and
  - (c) active rehabilitation, which may take up to one (1) year or possibly longer and may initially involve care at a rehabilitation centre.

### **Article 51 - Freedom from Workplace Violence**

- 51.01 "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 behaviour of a physical or emotional nature.
- 51.02 All employees of the Employer are entitled to employment free of workplace violence.
- 51.03 The Employer will make every reasonable effort to ensure that no employee is subjected to workplace violence. The employees agree to support and cooperate with the Employer in its efforts to prevent workplace violence.
- 51.04 No employee shall be required to perform work at any worksite under circumstances of workplace violence by third parties. Where employees have concerns about performing work at any worksite, they shall report those concerns to the Manager.
- 51.05 Complaints of workplace violence should be brought to the attention of the Manager. Employees may be assisted by the Union in making a complaint.

51.06 The Employer will not disclose the name of the complainant or the circumstances related to the complaint to any person except where disclosure is necessary for the purposes of investigating the complaint or taking disciplinary measures in relation thereto, or where required by law.

### **Ar 52 - Harassment**

52.01 The Employer, the employees and the Union recognize the right of all persons employed by the Employer to work in an environment free from unwanted personal harassment, sexual harassment or abuse of authority, and agree that any of the aforementioned actions will not be tolerated in the workplace.

#### **Definitions**

52.02 "Personal harassment" means any improper behaviour by a person employed by the Employer that is directed at and offensive to another person employed by the Employer which the first person knew or ought reasonably to have known would be unwelcome. Personal harassment comprises objectionable conduct, comment, act or display that demeans, belittles or causes personal humiliation or embarrassment to the recipient.

52.03 "Sexual harassment" means any conduct, comment, gesture or contact of a sexual nature:

- (a) that might reasonably be expected to cause offence or humiliation;  
or
- (b) that might reasonably be perceived as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.

52.04 "Abuse of authority" means an individual's improper use of power and authority inherent in the position held, by means of intimidation, threats, blackmail or coercion. This comprises actions which endanger an employee's job, undermine an employee's ability to perform the job or threatens the economic livelihood of an employee. However, it shall not include the legitimate exercise of an individual's supervisory power or authority.

#### **Procedure**

52.05 Complaints of harassment should be brought to the attention of the Manager prior to filing a grievance. Employees may be assisted by the Union in making a complaint.

- 52.06 Any level in the grievance procedure may be waived if a person hearing the grievance is the subject of the complaint.
- 52.07 Grievances under this Article will be handled with all possible confidentiality and dispatch by the Union and the Employer.
- 52.08 An alleged offender shall be given notice of the substance of a complaint under this Article and shall be given notice of and be entitled to attend, participate in, and be represented at any grievance hearing or any adjudication under this Agreement.

### **Article 53 - Labour Management Committee**

- 53.01 A Labour-Management Committee will be formed to consult on matters of sexual harassment, workplace violence and other matters of mutual interest.
- 53.02 The Labour-Management Committee shall be comprised of equal representation from the Bargaining Unit and the Employer with each party choosing their respective representatives.
- 53.03 The Labour-Management Committee will meet any time at the request of either party, but in any event will meet at least once every six (6) months.

### **Article 54 - Part-Time Employees**

- 54.01 Part-time employees shall be granted leave (except vacation leave) based on their regularly scheduled hours of work per day.

### **Article 55 - Social Justice Fund**

- 55.01 The Employer shall in the month of April of each year, contribute \$300 to the PSAC Social Justice Fund. Contributions shall be 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 56 - Re-opener of Agreement and Mutual Discussions**

#### **Re-opener of Agreement**

- 56.01 This Agreement may be amended by mutual consent.

## Mutual Discussions

56.02 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 57 - Duration and Renewal**

57.01 The term of this Agreement shall be from April 1, 2010 to March 31, 2013. The provisions of this Agreement have force and effect on April 1, 2010, except as otherwise specified.

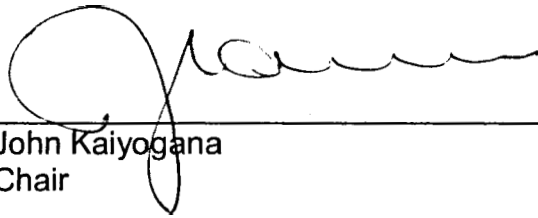
57.02 Notwithstanding Article 57.01, the provisions of this Agreement, including the provisions for the adjustment of disputes in Article 15, shall remain in effect during the negotiations for its renewal, and until either a new collective agreement becomes effective, or until the provisions of Section 89(1) of the Canada Labour Code have been met.

57.03 Either party to this Agreement may, within the period of four (4) months immediately preceding the date of expiration of the term of this Agreement, by written notice, require the other party to this Agreement to commence collective bargaining with a view to the conclusion, renewal or revision of this Agreement in accordance with Section 49(1) of the Canada Labour Code.

57.04 Where notice to bargain collectively has been given under Article 57.03, the Employer shall not alter the rates of pay or any term or condition of employment or any right or privilege of the employees, or any right or privilege of the Union until a renewal or revision of this Agreement has been concluded, or until the provisions of Section 89(1) of the Canada Labour Code have been met, unless the Union consents to the alteration of such a term or condition, or such a right or privilege.

Signed at Cambridge Bay, Nunavut this 6th day of October, 2010.

on behalf of the  
Cambridge Bay Housing Association



---


John Kaiyogana  
Chair


on behalf of the  
Public Service Alliance of  
Canada

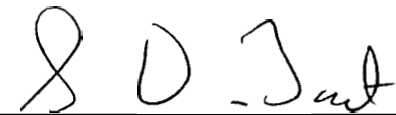


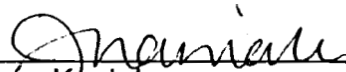
---

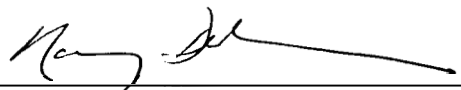
Jean-Francois Des Lauriers  
Regional Executive Vice-president -  
North

*for*   
Wayne Hersman  
Manager

  
Eddie Mala  
Committee Member

  
Glenn Tait  
Negotiator

  
Jean Kaniak  
Committee Member

  
Nancy Debreceni  
Regional Negotiator

**Schedule A**  
**Rates of Pay**  
(Effective April 1, 2010)

April 1, 2010							
ADMINISTRATION		HOURLY RATES OF PAY					
	Step	1	2	3	4	5	6
Assistant Manager (37.5 hour week)		\$33.20	\$34.06	\$34.98	\$35.96	\$36.99	\$38.07
Finance Officer (37.5 hour week)		\$33.20	\$34.06	\$34.98	\$35.96	\$36.99	\$38.07
Tenant Relations Officer (37.5 hour week)		\$30.76	\$31.52	\$32.33	\$33.20	\$34.06	\$34.98
Data Entry Clerk		\$24.63	\$25.24	\$25.86	\$26.55	\$27.26	\$28.00
<b>MAINTENANCE</b>							
Housing Maintenance Serviceperson Supervisor (37.5 hour week)		\$36.62					
Housing Maintenance Serviceperson (37.5 hour week)		\$33.70					
Oil Burner Mechanic (37.5 hour week)		\$36.62					
Painter (37.5 hour week)		\$34.63					
Non-Certified Painter (37.5 hour week)		\$25.96					
Carpenter (37.5 hour week)		\$37.69					
Plumber (37.5 hour week)		\$38.53					
Electrician (37.5 hour week)		\$38.53					
Custodian (minimum of 6 hours per week)		\$16.44					
Casual Tradesperson (non-certified) (37.5 hour week)		\$25.28					
Casual/Labour (37.5 hour week)		\$16.44					
Student Helper (37.5 hour week)		\$15.17					

**NOTE:** An employee shall progress from Level 1 through Level 6 on the basis of one level per year provided the employee's performance is satisfactory.

**Schedule A**  
**Rates of Pay**  
(Effective April 1, 2011)

April 1, 2011						
ADMINISTRATION						
HOURLY RATES OF PAY						
	1	Z	E	4	5	6
Assistant Manager (37.5 hour week)	34.11	35.00	35.94	36.95	38.01	39.17
Finance Officer (37.5 hour week)	34.11	35.00	35.94	36.95	38.01	39.12
Tenant Relations Officer (37.5 hour week)	31.61	32.39	33.22	34.11	35.00	35.94
Data Entry Clerk	25.31	25.93	26.57	27.28	28.01	28.77
<b>MAINTENANCE</b>						
Housing Maintenance Serviceperson Supervisor (37.5 hour week)	37.63					
Housing Maintenance Serviceperson (37.5 hour week)	34.63					
Oil Burner Mechanic (37.5 hour week)	37.63					
Painter (37.5 hour week)	35.58					
Non-Certified Painter (37.5 hour week)	26.67					
Carpenter (37.5 hour week)	38.73					
Plumber (37.5 hour week)	39.59					
Electrician (37.5 hour week)	39.59					
Custodian (minimum of 6 hours per week)	16.89					
Casual Tradesperson (non-certified) (37.5 hour week)	25.98					
Casual/Labour (37.5 hour week)	16.89					
Student Helper (37.5 hour week)	15.59					

**NOTE:** An employee shall progress from Level 1 through Level 6 on the basis of one level per year provided the employee's performance is satisfactory.



**Schedule A**  
**Rates of Pay**  
(Effective April 1, 2012)

April 1, 2012							
ADMINISTRATION		HOURLY RATES OF PAY					
	Step	1	2	3	4	5	6
Assistant Manager (37.5 hour week)		35.05	35.96	36.93	37.97	39.06	40.20
Finance Officer (37.5 hour week)		35.05	35.96	36.93	37.97	39.06	40.20
Tenant Relations Officer (37.5 hour week)		32.48	33.28	34.13	35.05	35.96	36.93
Data Entry Clerk		26.01	26.64	27.30	28.03	28.78	29.56
<b>MAINTENANCE</b>							
Housing Maintenance Serviceperson Supervisor (37.5 hour week)		38.66					
Housing Maintenance Serviceperson (37.5 hour week)		35.58					
Oil Burner Mechanic (37.5 hour week)		38.66					
Painter (37.5 hour week)		36.56					
Non-Certified Painter (37.5 hour week)		27.40					
Carpenter (37.5 hour week)		39.80					
Plumber (37.5 hour week)		40.68					
Electrician (37.5 hour week)		40.68					
Custodian (minimum of 6 hours per week)		17.35					
Casual Tradesperson (non-certified) (37.5 hour week)		26.69					
Casual/Labour (37.5 hour week)		17.35					
Student Helper (37.5 hour week)		16.02					

**NOTE:** An employee shall progress from Level 1 through Level 6 on the basis of one level per year provided the employee's performance is satisfactory.

*SL*