

COLLECTIVE AGREEMENT

BETWEEN

THE PUBLIC SERVICE ALLIANCE OF CANADA

(as represented by its agent)

NUNAVUT EMPLOYEES UNION

AND

CORAL HARBOUR HOUSING AUTHORITY

Effective: April 1, 2021
Expires: March 31, 2025

Nunavut Employees Union
PO Box 869
Iqaluit, NU
XOA OH0
Website: www.neu.ca
Toll Free: 877 243-4424

Coral Harbour Housing Authority
PO Box 69
Coral Harbour, NU
XOC OCO

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ARTICLE 1 - Purpose Of Agreement

- 1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees and the Union, to set forth certain terms and conditions of employment relating to pay, hours of work, employee benefits, and general working conditions affecting employees covered by this Agreement.
- 1.02 The parties to this Agreement share a desire to improve the quality, promote well-being, and increase the productivity of the employees to the end that the tenants 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.

ARTICLE 2 - Interpretation and Definitions

- 2.01 For the purpose of this Agreement:
- (a) "Abandonment of position" occurs when an employee is absent from work without authorization for a three (3) consecutive working day period, except where lost or stranded away from Coral Harbour.
 - (b) "Alliance" means the Public Service Alliance of Canada.
 - (c) "Allowance" means compensation payable to an employee in addition to their regular remuneration payable for the performance of the duties of their position.
 - (d) "Authority" and "Employer" mean the Coral Harbour Housing Authority.
 - (e) "Bargaining Unit" means all employees of Coral Harbour Housing Authority, excluding the Secretary Manager, as certified by the Canada Industrial Relations Board on January 23rd, 2019.
 - (f) "Committee" means the Labour/Management Committee.
 - (g) A "Common-law spouse" relationship is said to exist when, for a continuous period of at least one (1) year, an employee has lived with a person, publicly represented that person to be their spouse, and lives and intends to continue to live with that spouse as if that person were their spouse.
 - (h) "Continuous Employment" and "Continuous Service" means uninterrupted employment with the Authority. Employees who are on layoff and recalled or who are on approved leave of absence and return to work will be considered to have been continuously employed but seniority will not accrue during any period of layoff or leave of absence.
 - (i) "Day of Rest" in relation to an employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of their position other than by reason of them being on leave of absence.
 - (j) "Demotion" means the appointment of an employee for reasons of misconduct,

incompetence, or incapacity, to another position for which the maximum pay is less than that of their former position.

- (k) "Dependant" means a person residing with the employee who is the employee's spouse (including common-law), child, step-child, adopted child or foster child (if they have resided with the employee for more than two years), who is under the age of 21 (twenty-one) and dependent on the employee for support or being 21 (twenty-one) years or over, is dependent upon the employee by reason of:
 - (i) mental or physical infirmity; or
 - (ii) is in full-time attendance at a recognized institution of learning.
- (l) "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.
- (m) "Double time" means twice the straight time rate.
- (n) "Employee" means a person employed by the Authority who is a member of the Bargaining Unit and includes:
 - (i) a "casual employee" which means a person employed by the Employer for work of a temporary nature. If the casual employment exceeds five (5) months, the employee shall be considered a term employee and shall be entitled to all benefits in this Agreement retroactive back to the original date of hire. The Employer shall not employ a series of casual employees in lieu of filling a new or vacant position.
 - (ii) a "full time employee" which means a person employed on a continuing basis for an indeterminate period;
 - (iii) a "part time employee" which means a person employed on a continuing basis for less than a standard work day, week, or month for an indeterminate period.
- (o) "Fiscal Year" means the period of time from April 1 in one year, to March 31 in the following year.
- (p) "Grievance" means a complaint in writing that an employee, group of employees, or the Union submits to the Employer or that the Employer submits to the Union, to be processed through the grievance procedure.
- (q) "Layoff" means the termination of employment because of lack of work, lack of funding or because of the discontinuance of a function.
- (r) "Leave of Absence" means absence from duty with the Employer's permission.
- (s) "Lieu Time" means leave with pay taken in lieu of a payment.
- (t) "Manager" means the Secretary Manager of the Authority.
- (u) "May" shall be regarded as permissive and "shall" and "will" as imperative.

- (v) "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 but shall not include union fines.
- (w) "Overtime" means work performed by an employee in excess of or outside of their regularly scheduled hours of work.
- (x) "Probation" means a period of six (6) months from the day upon which an employee is first appointed to the Authority and six (6) months on promotion or transfer.
- (y) "Promotion" means the appointment of an employee to a new position, the maximum rate of pay of which exceeds that of their former position.
- (z) "Rates of Pay":
- (i) daily rate of pay means an employee's hourly rate of pay, as set out in Appendix "A", multiplied by the employee's regular daily hours of work;
 - (ii) weekly rate of pay means an employee's daily rate of pay multiplied by five;
 - (iii) annual rate of pay means an employee's weekly rate of pay multiplied by 52.176.
- (aa) "Representative" means an employee who has been elected or appointed as a steward or who represents the Union at meetings with management and who is authorized to represent the Union.
- (bb) "Straight time rate" means the hourly rate of pay.
- (cc) "Time and one half" means one and one-half times the straight time rate.
- (dd) "Transfer" means the appointment of an employee to a new position that does not constitute a promotion or demotion.
- (ee) "Union" means the Public Service Alliance of Canada, as represented by its agent Nunavut Employees Union.
- (ff) "Week" for the purposes of this Agreement shall be deemed to commence at 12:01 a.m. on Monday and terminate at midnight on Sunday.
- 2.02 Except as otherwise provided in this Agreement, expressions used in this Agreement, if defined in the *Interpretation Act*, the *Canada Labour Code* or in the Regulations made thereunder, shall have the same meaning as given to them in the *Act*, *Code* or Regulations.
- 2.03 Where the masculine gender is used, it shall be considered to include the feminine gender unless any provision of this Agreement otherwise specifies.

ARTICLE 3 - Recognition

- 3.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees in the Bargaining Unit.
- 3.02 The Employer will advise prospective employees that the Authority is a unionized work place.

ARTICLE 4 - Human Rights

FREEDOM FROM DISCRIMINATION

- 4.01 The Employer, the Union and the employees agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee by reason of race, colour, ancestry, nationality, ethnic origin, place of origin, creed, religion, age, disability, sex, sexual orientation, gender identity, gender expression, marital status, family status, family affiliation, political belief, political association, social condition, conviction for which a pardon has been granted, union membership or activity, or for exercising their rights under this Agreement.
- 4.02 Affirmative action policies shall be deemed non-discriminatory.
- 4.03 The Employer shall make every reasonable effort to find alternate employment for an employee who becomes mentally and/or physically disabled, but there is no guarantee that there will be alternate employment available for the employee.

FREEDOM FROM WORKPLACE VIOLENCE

- 4.04 "Workplace violence" means any incident in which an employee is abused, threatened or assaulted during the course of their employment, and includes but is not limited to all forms of harassment, bullying, intimidation and intrusive behaviours of a physical or emotional nature.
- 4.05 Every employee is entitled to employment free of workplace violence.
- 4.06 The Employer will make every reasonable effort to ensure that no employee is subjected to workplace violence.
- 4.07 No employee shall be required to perform work at any worksite under circumstances of workplace violence by third parties. The Employer shall take appropriate remedial measures in such situations.
- 4.08 The Employer will take such disciplinary measures, as the Employer deems appropriate, against any person under the Employer's direction who subjects any employee to workplace violence.
- 4.09 Complaints of workplace violence may be brought to the attention of the Employer at any level of management appropriate to the circumstances. An employee may be assisted by the Union in making a complaint.
- 4.10 The Employer will not disclose the name of the complainant or the circumstances related to the complaint to any person except where disclosure is necessary for the purposes of investigating the complaint or taking disciplinary measures in relation thereto.

4.11 The Employer shall, after consulting with the Labour Management Committee, issue a policy statement concerning workplace violence which substantially conforms to the provisions of this article. The Employer shall make each person under the Employer's direction aware of the policy statement concerning workplace violence.

FREEDOM FROM SEXUAL HARASSMENT

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

- (a) that is likely to cause offence or humiliation to any employee;
- (b) that might, on reasonable grounds, be perceived by that employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.

4.13 Every employee is entitled to employment free of sexual harassment.

4.14 The Employer and all employees will make every reasonable effort to ensure that no employee is subjected to sexual harassment.

4.15 Complaints of sexual harassment may be brought to the attention of the Employer at any level of management appropriate to the circumstances. An employee may be assisted by the Union in making a complaint.

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

4.17 The Employer shall, after consulting with the employees, issue a policy statement concerning sexual harassment which substantially conforms to the provisions of this Article. The Employer shall make each person under the Employer's direction aware of the policy statement concerning sexual harassment.

ARTICLE 5 - Application

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

5.02 The Employer and the Union shall share equally the costs associated with the printing and distribution of the Agreement. The Union will facilitate said printing and distribution.

5.03 If an Inuktitut version of this Agreement is requested, the Union and the Employer will share equally all costs associated with the translation of this Agreement. In the case of any dispute between the versions of this Agreement, the English version shall govern.

FUTURE LEGISLATION

- 5.04 In the event that any law passed by Parliament, or Nunavut Legislative Assembly renders null and void or alters any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement. When this occurs, the Agreement shall be re-opened upon the request of either party and negotiations shall commence with a view to finding an appropriate substitute of equal value for the annulled or altered provision. Any dispute arising from such negotiations may be referred to Arbitration by either party.

CONFLICT OF PROVISIONS

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

ARTICLE 6 - Strikes and Lockouts

- 6.01 There shall be no lockouts 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 during the term of this Agreement.
- 6.02 Any employee who participates in any interruption or impeding of work, work stoppage, strike, sit-down, slow-down, or any other interference with production during the life of this Agreement, may be disciplined by the Employer.

ARTICLE 7 - Management Rights

- 7.01 The Employer has the right to manage the Authority and retains all rights of management, except for those specifically set out in this Agreement.
- 7.02 The Authority shall exercise its right in a manner that is fair, reasonable, and consistent with the terms of this Agreement.

ARTICLE 8 - Outside Employment

- 8.01 Subject to Article 8.02, an employee may carry on any business or employment outside their regularly scheduled hours of duty, provided such business or employment does not interfere with their Authority duties.
- 8.02 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 their outside interests; or

(b) certain knowledge and information available only to Authority personnel place the individual in a position where the employee can exploit the knowledge or information for personal gain.

8.03 When an employee wishes to carry on any business or employment outside their regularly scheduled hours of duty they shall notify the Employer in writing of the nature of such business or employment, for the Employer's approval.

8.04 For the purposes of this Article:

(a) "business" means a business conducted by an employee under a formal business name;

(b) "employment" means any employment activity of an employee for another employer where a T-4 slip is issued.

ARTICLE 9 - Employer Directives

9.01 The Employer shall provide the Union and the Local with a copy of all Employer directives. Where the Employer proposes to issue an Employer directive which is intended to clarify the interpretation or application of the Agreement, the Employer shall notify the Union prior to issuing the directive.

ARTICLE 10 - Union Access To Employer Premises

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

ARTICLE 11 - Appointment Of Representatives

11.01 The Employer acknowledges the right of the Union to appoint employees as representatives. The Union will provide the Employer with the name of its representatives and alternates within a reasonable period. The Employer shall not be required to recognize a representative until notified in writing by the Union.

ARTICLE 12 - Time-Off For Union Business

12.01 The Employer will grant leave with pay to an employee who is a party to, called as a witness, or representing the Union before an Arbitration hearing.

12.02 Where operational requirements permit, the Employer will grant leave with pay to:

(a) an employee and their representative involved in the process of a grievance, or a possible grievance;

(b) a witness called by an employee who is a party to a grievance;

(c) up to two (2) employees for the purpose of attending contract negotiations, including

preparatory meetings and conciliation meetings;

(d) up to two (2) employees who are meeting with management on behalf of the Union.

12.03 Where operational requirements permit, the Employer will grant leave without pay to:

(a) a reasonable number of employees to attend executive council meetings and conventions of the Alliance, Union, Canadian Labour Congress, and Northern Territories Federation of Labour;

(b) an employee who exercises the authority of a representative on behalf of the Union, to undertake training related to the duties of a representative;

(c) employees who, upon reasonable notice participate as a delegate to constitutional conferences or other similar forums, or present briefs to commissions, boards, and hearings that are mandated by the Territorial Legislation.

12.04 An employee will only be granted leave under Articles 12.01, 12.02, and 12.03 for hours that would otherwise be regular hours of work.

ROLE OF REPRESENTATIVE

12.05 A representative shall obtain the permission of their immediate supervisor before leaving their 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.

12.06 The representative shall make every reasonable effort to report back to their supervisor, before resuming their normal duties.

LEAVE FOR ELECTED OFFICERS

12.07 Employees elected as President, First Vice-President, Second Vice-President and Regional Vice-President of the Union shall be granted leave of absence for the term of office. During the leave of absence such employees shall maintain all accumulated rights and benefits to which they are entitled under the Agreement.

12.08 Upon reasonable notification, the Employer shall grant leave without pay to the Union representative seconded for a minimum period of one (1) week to serve as President of the Union on a temporary basis.

12.09 The Employer shall continue to pay such employees their applicable salary in accordance with the terms of the Agreement. Upon invoice by the Authority, the Union shall reimburse the Employer for the amounts so paid.

12.10 The benefits of any group shall be extended to such employees and the Union will reimburse the Employer for such costs involved.

12.11 Such employees shall be entitled to an increment for each year of their leave of absence, to a maximum step in the pay level of their applicable salary.

- 12.12 Such employees shall advise the Employer as soon as possible, when an extension of the leave of absence is applicable due to re-election.
- 12.13 Upon termination of their leave of absence, such employee shall be offered as a minimum, the position they held with the Employer, in the same work site and community they were located before they commenced the leave of absence. When such employees wish to invoke this Article of the Agreement they shall provide the Employer with a three (3) month notice of their intent to do so.
- 12.14 Notwithstanding Article 12.13, the Employer may make an offer of employment to employees, of a position inside the Bargaining Unit, should such employee bid on a competition and be the successful candidate.
- 12.15 Employees on leave without pay under this Article shall not accumulate seniority for the period of leave.

ARTICLE 13 - Membership Fees

- 13.01 The Employer will deduct an amount equal to the amount of Membership Fees from the pay of all employees in the Bargaining Unit.
- 13.02 The Alliance shall inform the Employer in writing of the Membership Fees to be deducted for each employee within the Bargaining Unit.
- 13.03 For the purpose of applying Article 13.01, deductions from pay for each employee will occur on a bi-weekly basis.
- 13.04 No employee organization, other than the Alliance, shall be permitted to have membership fees deducted by the Employer from the pay of the employees in the Bargaining Unit.
- 13.05 The amounts deducted in accordance with Article 13.01 shall be remitted to the Comptroller of the Alliance, 233 Gilmour Street, Ottawa, K2P OP1, by cheque or by direct deposit, within a reasonable period of time after deductions are made, and shall be accompanied by particulars identifying each employee and the deductions made on their behalf.
- 13.06 The Employer agrees to make deductions for reasonable purposes on the basis of the production of appropriate documentation.
- 13.07 The Alliance agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer.
- 13.08 The Employer agrees to identify annually on each employee's T4 slip, the total amount of Membership Fees deducted for the preceding year.

ARTICLE 14 - Information

- 14.01 The Employer agrees to provide the Union, as changes occur, with information concerning the identification of each employee in the Bargaining Unit. This information shall include the name, address, and job classification, rate of pay, social insurance number, and employment status of all employees in the Bargaining Unit.
- 14.02 The Employer shall indicate which employees have been hired and those employees who have been terminated during the period reported.
- 14.03 The Employer shall provide separate listings for employees who are normally scheduled to work full-time (including casual employees), and for employees who are normally scheduled to work part-time.
- 14.04 The Employer shall provide each employee with a copy of the Agreement.
- 14.05 The Employer agrees to provide each new member of the Bargaining Unit with a copy of the Agreement upon their appointment.

ARTICLE 15- Provision Of Bulletin Board Space And Other Facilities

- 15.01 The Employer shall provide bulletin board space in each location clearly identified for exclusive Union use.
- 15.02 The Employer may make available to the Union specific locations on the premises, for the placement of bulk quantities of literature of the Union.
- 15.03 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. Should the Union wish to use a meeting room, the Union will obtain, in advance, the Employer's permission.

ARTICLE 16 - Designated Paid Holidays

PAID HOLIDAYS

- 16.01 (1) The following days are Designated Paid Holidays for employees covered by this Agreement:
- (a) New Year's Day;
 - (b) Good Friday;
 - (c) Easter Monday;
 - (d) The day fixed by proclamation of the Governor in Council for the celebration of the Birthday of the Sovereign;
 - (e) Canada Day;
 - (f) Nunavut Day;
 - (g) The first Monday in August, or another day fixed by order of the Commissioner of

Nunavut.

- (h) Labour Day;
- (i) National Day for Truth and Reconciliation;
- (j) The day fixed by Order of the Commissioner of Nunavut as a general day of Thanksgiving;
- (k) Remembrance Day;
- (l) Christmas Day;
- (m) Boxing Day;
- (n) One (1) additional day when proclaimed by an act of Parliament as a national holiday; and
- (o) Any additional days when proclaimed by the Mayor of the Hamlet of Coral Harbour (i.e. Hamlet Days).

(2) Article 16.01(1) does not apply to an employee who is absent without pay on both the working day immediately preceding and the working day following the Designated Paid Holiday.

HOLIDAY FALLING ON A DAY OF REST

- 16.02 When a Designated Paid Holiday under Article 16.01(1) coincides with an employee's day of rest, the Designated Paid Holiday shall be moved to the employee's first working day following their day of rest.
- 16.03 When a Designated Paid Holiday for an employee is moved to another day under the provisions of Article 16.02.
- (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.
- 16.04 When the Employer requires an employee to work on a Designated Paid Holiday as part of their regularly scheduled hours of duty, or as overtime when the employee is not scheduled to work, they shall be paid at the appropriate rate in addition to the pay that they would have been granted had the employee not worked on the holiday.
- 16.05 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.
- 16.06 At the request of the employee, and where the operational requirements of the Authority permit, an employee shall not be required to work both Christmas and New Year's Day.
- 16.07 An employee who is not required to work on a Designated Paid Holiday shall not be required to work on another day that would otherwise be a non-working day in the week in which the Designated Paid Holiday occurs, unless the employee is paid at a rate at least equal to double their regular rate of wages for the time worked by them on that day.

HOLIDAY SEASON LEAVE

16.08 Subject to operational requirements, all employees shall be granted leave with pay for one-half (1/2) of the regular working days, either mornings or afternoons, falling in between December 26th and January 1st.

ARTICLE 17 – Leave - General

17.01 When the employment of an employee who has been granted more vacation, sick leave, or special leave with pay than the employee has earned, is terminated due to death, or layoff, they shall be considered to have earned that amount of leave with pay granted to them.

17.02 When an employee is entitled to receive an allowance and is on leave with pay, the employee shall continue, during the period of leave with pay, to receive the allowance. Employees who are on leave of absence without pay are not entitled to receive any pay or allowances during the period of leave without pay.

17.03 During the month of May in each year the Employer shall inform each employee in the Bargaining Unit, in writing, of the balance of their special, sick, and vacation leave credits as of the 31st day of March.

17.04 If, at the end of the fiscal year, an employee's entitlement to vacation leave with pay includes a fractional entitlement of less or more than one-half day the entitlement shall be increased as follows:

- (a) to a half day if the fractional entitlement is less than one-half day;
- (b) to a full day if the fractional entitlement is more than one-half day.

17.05 When the Employer rejects an employee's application for leave, the reasons for the rejection shall be provided to the employee in writing, upon the request of the employee.

17.06 An employee's request for any leave shall be responded to by the Manager or their designate, as soon as the Manager or their designate can practically do so. But in any case, the leave request shall be responded to within four (4) weeks of application.

ARTICLE 18- Vacation Leave

ACCUMULATION OF VACATION PAY

18.01 For each month of a fiscal year in which an employee receives ten (10) days' pay, they shall earn Vacation Leave at the following rates:

- (a) one and one-quarter (1 1/4) days each month [For information only, 1 1/4 days per month, over twelve months, totals 3 weeks] until the month in which the anniversary of the second (2nd) year of continuous service is completed; thereafter;
- (b) one and two-thirds (1 2/3) days each month [For information only, 1 2/3 days per month, over twelve months, totals 4 weeks] commencing in the month after completion of two (2) years of continuous service and ending in the month that seven (7) years of continuous service is completed;
- (c) two and one-twelfth (1 1/12) days each month [For information only, 1 1/12 days per month, over twelve months, totals 5 weeks] commencing in the month after completion of seven (7) years of continuous employment and ending in the month that twelve (12) years of continuous service is completed;
- (d) two and one-half (2 1/2) days each month [For information only, 2 1/2 days per month, over twelve months, totals 6 weeks] commencing in the month after completion of twelve (12) years of continuous employment and ending in the month that seventeen (17) years of continuous service is completed.
- (e) two and two-thirds (2 2/3) days each month [For information only, 2 2/3 days per month, over twelve months, totals 6 weeks and 2 days] commencing in the month after completion of seventeen (17) years of continuous employment and ending in the month that twenty-two (22) years of continuous service is completed.
- (f) three (3) days each month [For information only, 3 days per month, over twelve months, totals 7 weeks and 1 day] commencing in the month after completion of twenty-two (22) years of continuous employment.

GRANTING OF VACATION LEAVE

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

- (a) to schedule vacation leave for all employees in the fiscal in which it is earned;
- (b) not to recall an employee to duty after they have proceeded on vacation leave;
- (c) to grant the employee their vacation leave during the fiscal year in which it is earned at a time specified by the employee provided that at least forty-eight (48) hours' notice is given; and

- (d) to grant the employee vacation leave for at least up to four (4) consecutive weeks depending upon their vacation entitlements when so requested by the employee provided that at least forty-eight (48) hours' notice is given.

18.03 Vacation leave must be scheduled so that at all times there are two maintenance employees and one administration employee on duty.

18.04 Where operational requirements permit, the Employer will grant the employee their vacation leave when specified by the employee, if the period of vacation leave is less than a week, providing the employee gives the Employer at least forty-eight (48) hours' notice.

18.05 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 no later than the next Board of Directors meeting.

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

- (a) is granted special leave, when there is a death in their immediate family as defined in Article 19.02; or
- (b) is granted sick leave on production of a medical certificate,

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

CARRY OVER PROVISIONS

18.07 Employees are not permitted to carry over more vacation leave credits than can be earned in one (1) fiscal year. Vacation leave credits exceeding a one (1) year entitlement will be paid out in the month of May.

RECALL FROM VACATION LEAVE

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

- (a) in proceeding to their place of duty;
- (b) in respect of any non-refundable deposits or pre-arrangements associated with their vacation;
- (c) in returning to the place from which the employee was recalled if they immediately resume vacation upon completing the assignment for which they were recalled;

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

18.09 The employee shall not be considered as being on vacation leave during any period in respect of which they are entitled under Article 18.08 to be reimbursed for reasonable expenses incurred by them.

LEAVE WHEN EMPLOYMENT TERMINATES

18.10 Where an employee dies or otherwise terminates their employment:

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

TRAVEL TIME

18.11 Every employee who is proceeding on vacation leave and travelling by air shall be granted, once in each fiscal year, in addition to their vacation leave, travel time with pay of one (1) day each way.

18.12 An employee's travel time entitlement will be granted within the established limit when at least an equal of days annual leave are liquidated in conjunction with an application for travel time.

18.13 An employee shall not be granted travel time under this Article during their first six (6) months of employment with the Authority.

18.14 When an employee is taking at least five (5) days annual leave and is claiming travel time, the employee may choose to have paid out up to ten (10) hours of lieu time.

ARTICLE 19 - Special Leave

CREDITS

- 19.01 An employee shall earn special leave credits at the rate of one half (1/2) day for each calendar month in which they received pay for at least ten (10) days. Special leave credits cannot be advanced. Employees can only take special leave up to the amount of special leave credits they have earned.

IMMEDIATE FAMILY

- 19.02 For the purposes of this Article, immediate family is defined as an employee's father, stepfather, mother, stepmother, brother, sister, spouse, common-law spouse, child, step-child, adopted child, grandparent, grandchild, father-in-law, mother-in-law, aunt or uncle and any relative permanently residing in the employee's household or with whom the employee permanently resides.

- 19.03 Special leave requests will not be unreasonably denied by the Employer.

TYPES OF SPECIAL LEAVE

- 19.04 The Manager shall grant special leave earned with pay for a period of up to five (5) consecutive working days when there is a death in the employee's immediate family, where a permanent employee is required to care for a terminally ill parent, spouse or child, or where a permanent employee is required to perform medical escort duties for a parent, spouse or child.

- 19.05 The Manager may grant an employee special leave with pay for a period of up to five (5) consecutive working days where special circumstances not directly attributable to the employee prevent them reporting to duty, including:

- (a) a transportation problem caused by weather if the employee makes every reasonable effort to report for duty;
- (b) serious community emergencies, where the employee is required to render assistance.
- (c) in the case of sickness of the employee's spouse or child, when the employee's presence is required.
- (d) where a member of the immediate family residing outside the employee's community of residence becomes seriously ill, when an employee is required to care for the immediate family member.
- (e) attends a course or exercise in civil defense training including Canadian Arctic Rangers;
- (f) when an employee is required to escort a member of the employee's immediate family to a medical centre outside of Coral Harbor.

- 19.06 Special leave in excess of five (5) consecutive working days for the purposes enumerated in Articles 19.04 and 19.05 may only be granted with the Employer's approval.

- 19.07 An employee shall be granted special leave with pay up to a maximum of one (1) working day on the

occasion of the birth of their child. An employee shall be granted special leave with pay up to a maximum of one (1) working day on the occasion of the adoption of a child.

19.08 An employee shall be granted special leave with pay up to a maximum of three (3) consecutive working days when an employee is to be married.

19.09 Subject to operational requirements, an employee shall be granted, in each calendar year, special leave with pay up to a maximum of one (1) working day to provide voluntary services to a charitable or non-profit community organization.

19.10 Subject to operational requirements, an employee shall be granted special leave with pay to attend conferences or meetings of bible conference, District Education Authority, or Hunters and Trappers Associations.

ADVERSE WEATHER

19.11 If the Employer determines that, because of weather, an Employee cannot report for work, the Employee will receive special leave.

19.12 The provisions of this Article do not apply to an employee who is on leave of absence without pay, or under suspension.

ARTICLE 20 - Sick Leave

CREDITS

20.01 An employee shall earn sick leave credits at the rate of one and one-quarter (1 1/4) days for each calendar month for which they receive pay for at least ten (10) days.

20.02 Subject to the remainder of this Article, all absences on account of illness on a normal working day shall be charged against an employee's accumulated sick leave credits except when the period of absence is two (2) hours or less there shall be no charge.

20.03 Unless otherwise informed by the Employer an employee must sign a statement stating that because of their illness they were unable to perform their duties:

- (a) if the period of leave requested does not exceed two (2) working days; and
- (b) if in the current fiscal year, the employee has not been granted more than five (5) days sick leave wholly on the basis of the statements signed by the employee.

20.04 An employee is required to provide a certificate from a qualified medical practitioner, or nurse certifying that such employee is unable to carry out their duties due to illness:

- (a) for sick leave in excess of two (2) working days;
- (b) for any additional sick leave in a fiscal year when in the same fiscal year the employee has been granted five (5) days sick leave wholly on the basis of the statements signed by the employee.

SICK LEAVE ADVANCE

- 20.05 In circumstances where sick leave would be authorized but the employee has insufficient or no sick leave credits, the Employer may grant the employee a sick leave advance to a limit of five (5) days which shall be charged against future credits as earned. If the employee dies before authorized unearned sick leave has been liquidated, no recovery shall be made from the employee's estate.
- 20.06 An employee is not eligible for sick leave with pay for any period during which the employee is on leave of absence without pay, or under suspension.

TRAVEL TIME

- 20.07 Every employee who is proceeding to a medical centre may, with the approval of the Authority, be granted, leave of absence with pay which is not to be charged against their sick leave credits for the greater of one (1) day each way or the actual time taken to travel from their post to the medical centre and return.

WELLNESS REWARD

- 20.08 Where an employee has not taken any sick leave credits for a period of six (6) consecutive months, the employee may convert one (1) sick leave credit day into one (1) annual leave day. This day must be taken as annual leave and cannot be paid out.
- 20.09 Sick leave credits are provided, and shall be used only for the purpose of providing an employee with income when the employee is unable to work because of illness or injury. Abuse of sick leave provisions may result in discipline.

ARTICLE 21- Compassionate Care Leave

- 21.01 (a) Both parties recognize the importance of access to leave to provide care and support to a gravely ill family member who has a significant risk of death.
- (b) For the purpose of this article, the definition of family member as per the provisions of compassionate care leave in the *Canada Labour Code* shall apply.
- (c) An employee shall be granted up to eight (8) weeks of compassionate care leave without pay to provide care and support to a gravely ill family member if the Employer is provided with a certificate from a qualified medical practitioner stating that the family member has a serious medical condition with a significant risk of death within twenty- six (26) weeks from:
- (i) the day the certificate is issued; or
 - (ii) if the leave was commenced before the certificate was issued, the day the leave was commenced.

A certificate from another medical practitioner, such as a nurse practitioner, is

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

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

(e) Request for Leave

Appropriate leave application forms must be completed and forwarded to the employee's immediate supervisor.

(f) Benefits During Leave

Employees returning to work from compassionate care leave retain any service credits accumulated prior to taking leave.

(g) Leave granted under this Article shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay.

(h) Compassionate care leave utilized by more than one employee for care of the same family member and instance shall not exceed a total of eight (8) weeks.

(i) Compassionate care leave must be taken in blocks of at least one week.

ARTICLE 22 - Other Types Of Leave

COURTLEAVE

22.01 Leave of absence with pay shall be given to every employee, other than an employee on leave of absence without pay, or under suspension, who is required:

(a) for jury selection or to serve on a jury; or

(b) by subpoena or summons to attend as a witness in any proceeding held:

(i) before a court, judge, justice, magistrate, or coroner;

(ii) 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 their position;

(iii) 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;

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

(c) Notwithstanding anything contained in this Article, there shall be deducted from the regular pay of the employee any remuneration received by them as a result of serving on a jury or as a witness, other than remuneration received as an allowance or reimbursement for expenses incurred in such

duty. All monies received by the employee (other than allowances or expenses) shall be paid to the Employer.

EMERGENCY LEAVE

22.02 Notwithstanding any provision for leave in this Agreement, the Authority may grant leave of absence with or without pay to an employee in emergency or unusual circumstances.

INJURY-ON-DUTY LEAVE

22.03 An employee shall be granted injury-on-duty leave with pay to a maximum of either special leave credits, or sick leave credits they have accumulated, but not both, where it is determined by a Workers' Safety and Compensation Commission that the employee is unable to perform their duties because of:

- (a) personal injury accidentally received in the performance of their duties, and not caused by the employee's willful misconduct; or
- (b) sickness resulting from the nature of their employment; or
- (c) over-exposure to radioactivity or other hazardous conditions in the course of their employment;

if the employee agrees to pay the Authority any amount received by them from the Workers' Safety and Compensation Commission, in settlement of any claim they may have in respect of such injury, sickness, or exposure, providing however that such amount does not stem from a personal disability policy for which the employee or their agent has paid the premium.

22.04 The amount referred to in Article 22.03 will be limited to the amount received from the Workers' Safety and Compensation Commission for the period in which injury-on-duty leave is being granted.

22.05 While the parties are awaiting the decision of the Workers' Safety and Compensation Commission as to the compensability of the injury, the employee shall use their sick leave credits. If the injury is not compensable, there shall be no return of sick leave credits used by the employee. If the injury is compensable, the Employer shall credit the employee with the sick leave credits used.

22.06 The appropriate rate of liquidation of injury-on-duty leave after an award by the Workers' Safety and Compensation Commission shall be equal to the difference between the employee's regular wages and the compensation received from the Workers' Safety and Compensation Commission [i.e., if two-thirds (b) of the employees regular wage is received from the Workers' Safety and Compensation Commission, the amount of leave liquidated for one (1) day's injury- on-duty leave shall be one-third (1/3) day].

QUARANTINE

22.07 Employees shall be granted leave with pay for time lost through quarantine when the employee provides the Employer with a medical certificate to that effect.

MATERNITY LEAVE

22.08 An employee who has completed six (6) months of continuous employment and who becomes pregnant shall notify the Employer of her pregnancy at least fifteen (15) weeks prior to the expected date of

termination of her pregnancy and, subject to Article 22.09, shall, eleven (11) weeks before the expected date of termination of her pregnancy be granted leave without pay for a period of seventy-eight (78) weeks.

22.09 The Employer may:

- (a) Upon written request of the employee, defer the commencement of maternity leave without pay of an employee, or terminate it earlier than the seventy-eight (78) week period.
- (b) Grant maternity leave without pay to an employee to commence earlier than eleven (11) weeks before the expected termination of her pregnancy;
- (c) Where maternity leave without pay is requested, require an employee to submit a medical certificate certifying pregnancy.

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

22.11 After completion of six (6) months continuous employment, an employee who provides the Employer with proof that she has applied for and is eligible to receive Employment Insurance benefits shall be paid a maternity leave allowance for the first seventeen (17) weeks of her maternity leave.

22.12 An applicant under Article 22.11 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.
- (c) Should the employee fail to return to work as per the provisions of Article 22.12 (a) and (b), the employee recognizes that she is indebted to the Employer for the amount of maternity leave allowance received.

22.13 For the first seventeen (17) weeks of maternity leave, the amount of maternity leave allowance shall be a maximum of ninety-three (93%) percent of the employee's weekly rate of pay. If the employee is in receipt of Employment Insurance benefits, the maternity leave allowance shall be added to those benefits to achieve ninety-three (93%) percent of the employee's weekly rate of pay.

22.14 For a full-time employee the weekly rate of pay referred to in Article 22.13 shall be the weekly rate to which she is entitled for the classification prescribed in her certificate of appointment on the day immediately preceding the commencement of the maternity leave.

22.15 For a part-time employee the weekly rate of pay referred to in Article 22.13 shall be the pro-rated weekly rate of pay to which she is entitled for the classification prescribed in her certificate of appointment averaged over the six month period of continuous employment immediately preceding the commencement of maternity leave.

22.16 When a pregnant employee produces a statement from her physician that her working condition may be detrimental to her health or that of the fetus, the Employer will either change those working conditions where that is reasonable within their operational requirements or allow the employee to take leave of absence

without pay for the duration of her pregnancy.

- 22.17 The Employer shall not reduce, or increase wages, or other monies normally owing to the employee solely because the employee is participating in the above plan.
- 22.18 Where an employee becomes eligible for an annual increment or pay raise during the period of maternity leave, payments under Article 22.13 shall be adjusted accordingly.

ADOPTION LEAVE

- 22.19 The provisions of Article 22.08 shall apply to cases of adoption leave; however the period of adoption leave without pay shall be sixty-three (63) weeks. Both male and female employees shall be entitled to adoption leave without pay. Employees who will be taking adoption leave shall provide the Authority with at least four (4) weeks advance notice of adoption leave, whenever possible.

PARENTAL LEAVE WITHOUT PAY

- 22.20 Parental leave without pay utilized by an employee couple, both of whom are employed by the Employer, in conjunction with maternity leave or adoption leave shall not exceed a total of seventy-eight (78) weeks.
- 22.21 A full-time employee who has twelve months continuous service may be entitled to parental leave without pay or allowances of up to sixty-three (63) weeks where the employee is going to be remaining at home to care for a newborn child of the employee or a child who the employee has recently adopted.
- 22.22 Parental leave must be taken within one year of the date when the child is born or when the child arrives at the employee's home.
- 22.23 The total amount of parental leave and maternity leave cannot exceed seventy-eight (78) weeks.
- 22.24 Employees must request parental leave at least four (4) weeks before the day that the employee wishes to commence parental leave.

MEDICAL, DENTAL AND LEGAL APPOINTMENTS

- 22.25 Employees shall be granted casual leave with pay to a maximum of two (2) hours whenever it is necessary for an employee to attend upon their doctor, nurse, dentist, dental therapist or lawyer during working hours. The Employee shall make all reasonable efforts to schedule such appointments outside of working hours.

HUNTING, FISHING, OR HARVESTING LEAVE

- 22.26 Subject to operational requirements, leave with pay to a maximum of two (2) days per year, and leave without pay for up to an additional three (3) days shall be granted on short notice to an employee in order to meet traditional hunting, fishing or harvesting needs.

ARTICLE 23 - Hours Of Work - General

WEEKLY HOURS OF WORK

- 23.01 The weekly scheduled hours of work assigned to classifications are included in Appendix "A", Rates of Pay.
- 23.02 Weekly hours of work indicate a five (5) day work week, Monday to Friday inclusive, and a scheduled work day of seven and one-half (7 ½) or eight (8) hours as is appropriate, exclusive of a lunch period. The hours of work shall be between the hours of 8:00 a.m. and 5 p.m.
- 23.03 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. During the month starting December 1st to the month ending March 31st employees shall be entitled to a rest period, with pay, of thirty (30) minutes duration commencing on or about mid-morning and shall also be entitled to a rest period, with pay, of thirty (30) minutes duration commencing on or about mid-afternoon during this period. An employee may be absent from their place of work during such rest periods.
- 23.04 A specified meal period of one (1) hour's duration shall be scheduled as close to the mid-point of the shift as possible. The Employer will make every effort to arrange meal periods at times convenient to the employees.
- 23.05 Where an employee is unable to take a meal break which results in them working in excess of their regular daily hours, the employee shall be paid for the meal break at the appropriate overtime rate.

ARTICLE 24 - Overtime

- 24.01 An employee who is required to work overtime shall be paid overtime compensation for each fifteen (15) minutes of overtime worked by them subject to a minimum payment of fifteen (15) minutes at the appropriate overtime rate, when the overtime work is authorized in advance by the Employer.
- 24.02 Employees shall record starting and finishing times of overtime worked, on a form determined by the Employer.
- 24.03 The Employer shall make every reasonable effort:
- (a) to allocate overtime work on an equitable basis among readily available qualified employees, who are normally required in their regular duties to perform that work;
 - (b) to give employees who are required to work overtime reasonable advance notice of this requirement.
- 24.04 Part-time employees shall be paid overtime for all hours which are in excess of the regularly scheduled hours for a full-time employee in the same position.
- 24.05 Overtime work shall be compensated at time and one-half (1 ½) for all hours.
- 24.06 An Employee may request to bank time off in lieu of overtime. A request to use banked lieu time must be made at least forty-eight hours in advance. Lieu time shall be taken at a mutually agreeable time and must be approved in advance by the Employer.

LIEU TIME PAY OUT

24.07 An employee may choose to be paid out up to forty (40) hours of lieu time, provided that more than forty-eight (48) hours' notice is given.

ARTICLE 25 - Pay

25.01 Employees are entitled to be paid for services rendered for the classification and position to which they are appointed at the pay rates specified in Appendix "A".

25.02 Employees shall be paid on a bi-weekly basis with pay days being every second Thursday.

25.03 Where there is a lack of banking services at the employee's place of work, their salary cheque may be deposited to their credit in the bank of their choice.

ACTING PAY

25.04 Where an employee is required by the Employer to perform duties of a higher classification level on an acting basis, the employee shall be paid acting pay calculated after one (1) working day on which they commenced to act as if they had been appointed to that higher level for the period thereafter in which they act. The incumbent in the acting position will receive pay at a rate of the actual position. The Employer must authorize acting pay in advance.

PERFORMANCE INCREMENTS

25.05 An employee holding a position for which there is a minimum and maximum rate of pay may be granted increases in pay until the employee reaches the maximum for the position. Such pay increases are dependent on satisfactory performance of the duties of the position by the employee, and shall not be granted to the employee until the Employer certifies that the employee is so performing the duties of their position.

25.06 For the purpose of such pay increases, the performance of the employee shall be reviewed annually. Pay increments, which are recommended by the Employer, shall be granted on the employee's anniversary date.

25.07 If an employee's performance review is not completed within 30 days of the employee's anniversary date, a pay increment shall be given to the employee, provided that they are not already at the maximum rate of pay of the position.

25.08 Employees will be entitled to only one performance increment annually.

OVERPAYMENT

25.09 Where an employee has received more than their proper entitlement to wages or benefits, no continuing employee shall be subject to such deductions in excess of twenty (20%) percent of the employee's net earnings per pay period.

25.10 If more than two (2) years has passed since the overpayment, there shall be no recovery of the overpayment.

STANDBY PAY

25.11 Where the Employer requires employees to be available on standby during off-duty hours, an employee shall

be entitled to a standby payment of thirteen dollars (\$13.00) for each eight (8) consecutive hours of portion thereof that the employee is on standby, except on Sundays and designated paid holidays. For any period of standby on a Sunday or designated paid holiday, the employee shall be paid sixteen dollars (\$16.00) for each eight (8) hours or portion thereof that they are required to be on standby status.

25.12 An employee designated by letter or by list for standby duty shall be available during their period of standby at a known telephone number and be available to return for duty as quickly as possible if called. In designating employees for standby the Employer will endeavour to provide for the equitable distribution of standby duties among readily available, qualified employees who are normally required, in their regular duties, to perform that work.

25.13 No standby payment shall be granted if an employee is unable to report for duty when required.

25.14 An employee on standby who is required to report for work shall be paid, in addition to the standby pay, the appropriate call-back rate for all hours worked.

25.15 Periods of standby shall be no more than one (1) week, comprising seven (7) twenty-four (24) hour days.

GARNISHEE

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

REPORTING PAY

25.17 If an employee reports to work on their regular work day and there is insufficient or no work available they are entitled to four (4) hours pay at the straight time rate.

25.18 If an employee is directed to report for work on a Designated Paid Holiday, or a day of rest, and they report, the employee is entitled to receive the greater of:

- (a) overtime for all hours worked; or
- (b) compensation for four (4) hours work at the appropriate straight time rate.

CALL BACK PAY

25.19 When an employee is recalled to a place of work for a specific duty, they 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.

The employee shall only receive this minimum four (4) hour payment once over a period of four (4) consecutive hours.

ARTICLE 26 - Duty Travel

PAY FOR TRAVEL ON BEHALF OF EMPLOYER

- 26.01 Where an employee is required to travel on behalf of the Employer, they shall be paid:
- (a) when the travel occurs on a regular workday, as though he were at work for all hours traveled;
 - (b) when the travel occurs on a day of rest, or designated paid holiday, at the applicable overtime rate for all hours traveled, with a minimum of four (4) hours pay at the straight time rate, and a maximum of eight (8) hours at the applicable overtime rate.
- 26.02 For the purpose of this Article, hours travelled includes a one (1) hour check-in period at airports, bus depots, or train stations, as well as a one (1) hour check-out period at each overnight stopover, and at the final destination. Hours travelled also include time spent waiting for connecting flights, trains, or buses, but is exclusive of overnight stopovers.
- 26.03 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.
- 26.04 Where an employee is absent from home on a Designated Paid Holiday or day of rest and does not work, they shall receive payment at time and one-half (1 ½) their rate of pay, or be granted the equivalent lieu time at the employee's request.
- 26.05 The above entitlement 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.

MEALS AND INCIDENTAL EXPENSES

- 26.06 Expenses claimed under this heading are for the cost of meals consumed and for such incidental expenses as tips to miscellaneous service personnel, etc.
- 26.07 A duty travel per diem rate will be paid in accordance with the Government of Nunavut policies, as amended from time to time.

ARTICLE 27 - Part-Time Employees

- 27.01 (a) Part time employees shall be entitled to sick leave, and special leave on a prorated basis in the same proportion as their weekly hours of work compared to the normal work week for their classification.
- (b) Part time employees shall be entitled to Nunavut Northern Allowance, sick leave, and special leave on a prorated basis in the same proportion as their weekly hours of work compared to the normal work week for their classification.
- 27.02 The accumulated service for part-time employees shall be counted for the purpose of calculating vacation leave entitlements in paragraphs 18.01(a), (b), (c), (d), (e) and (f).

ARTICLE 28 - Casual Employees

- 28.01 Casual employees shall receive thirty-seven percent (37%) of the Nunavut Northern Allowance, paid on an hourly basis.
- 28.02 Casual employees shall receive vacation pay equal to six percent (6%) of regular earnings, to be paid on each pay period.
- 28.03 Casual employees are not eligible for vacation leave.
- 28.04 Casual employees shall receive, in lieu of Article 45-, one (1) days' notice of termination for each week of continuous employment to a maximum of ten (10) days' notice.
- 28.05 Casual employees shall earn sick leave credits at a rate of one and one-quarter (1 ¼) days for each month in which they received ten (10) days' pay.
- 28.06 Casual employees shall earn special leave credits at a rate of one-half (1/2) day for each month in which they received ten (10) days' pay.
- 28.07 Casual employees shall not carry leave credits from one period of employment to the next, leave credits expire at the end of a casual employee's employment.
- 28.08 A series of casual employees shall not be used instead of hiring a term employee.

Term positions

- 28.09 No term position shall have a stated term of more than two (2) years, except for:
- (a) term journeyperson positions, which may last for such period as is necessary for the apprentice working under the journeyperson to finish the apprenticeship;
 - (b) term positions replacing employees on union leave under Article 12.07;
 - (c) any apprentice;
 - d) coverage of a long-term disability or maternity/parental leave absence.
- 28.10 Term Employees are entitled to all provisions of the collective agreement, except for the provisions of Article 45 (Layoff and Recall).
- 28.11 Subject to Article 28.09, if a term employee works in the same position for two (2) year with no break in service that is longer than thirty (30) days, the Employer shall make every reasonable effort to make the employee indeterminate.
- 28.12 A series of term employees shall not be used instead of hiring an indeterminate employee.

ARTICLE 29 - Vacancies, Job Postings, Promotions And Transfers

- 29.01 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, ability, performance and dependability shall be considered objectively by the Employer with a view to determining the potential of the applicants to perform the job effectively, and

where applicants are considered reasonably equal in this respect, seniority shall govern.

- 29.02 Where operational requirements permit, in filling job vacancies, including promotions, transfers, and new positions, the job shall be awarded within forty-five(45) working days of posting to the successful applicant.
- 29.03 No employee shall be transferred to a position outside the Bargaining Unit without their consent. If an employee is transferred to a position outside the Bargaining Unit, they shall retain their seniority accumulated up to the date of leaving the unit, but will not accumulate further seniority. Such employee shall have the right to return to a position in the Bargaining Unit consistent with their seniority accumulated up to the date of transfer outside the unit.
- 29.04 No employee shall be transferred to another position within the Bargaining Unit without their consent. If an employee is transferred to another position, they shall have the right to return to their former position within sixty (60) days, and any other employee affected by the transfer shall be returned to their former position, without loss of wages or seniority.
- 29.05 New employees shall not be hired, when there are permanent employees on layoff qualified to perform the job.
- 29.06 A probationary employee shall be eligible to participate in job competitions in the same manner as non-probationary employees within the Authority.

ARTICLE 30 - Classification

- 30.01 During the term of this Agreement, if a new or revised classification standard is implemented by the Employer, the Employer shall before applying the new or revised classification standard, negotiate with the Union the rates of pay and the rules affecting the pay of employees for the classification affected. If the parties fail to reach agreement within sixty (60) days from the date on which the Employer submits the new or revised standard to the Union, the Employer may apply the new rates of pay, and the Union may refer the matter to arbitration. The arbitrator's decision will be retroactive to the date of application of the new rates.
- 30.02 Where an employee believes that they have been improperly classified with respect to their position or category, group and level, the employee shall discuss their classification with their immediate supervisor and, on request, be provided with a copy of their statement of duties before they file a grievance under ARTICLE 35 -, *Grievance And Arbitration*.

ARTICLE 31 - Statement Of Duties

- 31.01 When an employee is first hired, or when an employee is reassigned to another position in the Bargaining Unit, the Employer shall, before the employee is assigned to that position, provide the employee with a written Statement of Duties of the position to which he is assigned.
- 31.02 Upon written request, an employee shall be entitled to a complete and current Statement of Duties and

responsibilities.

ARTICLE 32- Employee Performance Review And Employee Files

EMPLOYEE PERFORMANCE

- 32.01 When a formal review of an employee's performance is made, the employee concerned shall be given the opportunity to discuss the document with the Employer, 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 their performance appraisal, and may use the grievance procedure in ARTICLE 35 to correct any factual inaccuracies in their performance appraisal.
- 32.02 The formal review of an employee's performance shall also incorporate an opportunity for the employee to state their career development goals.
- 32.03 The Employer agrees not to introduce as evidence in the case of promotional opportunities or disciplinary action any document from the file of an employee, the existence of which the employee was not made aware of.
- 32.04 Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee, shall be removed after two (2) years has elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during their period.
- 32.05 Upon written request of an employee, the Personnel file of that employee shall be made available for their examination at reasonable times in the presence of an authorized representative of the Housing Authority, and the Union, if so requested.
- 32.06 Upon written authorization of an employee, the Personnel file of that employee shall be made available to the employee's Union representative, for examination and photocopying, if so desired. The examination and photocopying of the employee's Personnel file shall be conducted at reasonable times, in the presence of an authorized representative of the Housing Authority.

EMPLOYEE PERFORMANCE REVIEW

- 32.07 The Employer's representative who assesses an employee's performance must have observed the employee's performance for at least one-half (1/2) of the period for which the employee's performance is evaluated, or have input from another person who has so observed the employee.

ARTICLE 33 - Training And Development

- 33.01 Full-time, term, and part-time employees will be eligible for employment related courses upon employee request and where possible, leave with pay. This is subject to Employer approval and budget availability.
- 33.02 Where the employee requests to enroll in personal development courses, the Employer will reimburse the employee for the costs of such courses upon the employee's successful completion of the courses. This is subject to Board of Directors approval and budget availability.

ARTICLE 34 - Suspension And Discipline

- 34.01 The Employer shall notify the appropriate Union Representative when discipline occurs.

34.02 In the event of a suspension without pay of thirty (30) days or longer, or a termination, the Employer and the Union shall attempt to meet to review the disciplinary action and shall attempt to resolve the matter within four (4) days of the disciplinary action.

34.03 Where an employee is required to attend a meeting with the Employer to deal with matters that are of a disciplinary nature, the employee shall have the right to have a representative of the Union in attendance.

JUST CAUSE

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

ARTICLE 35 - Grievance And Arbitration

35.01 The Authority and the Union recognize that grievances may arise in each of the following circumstances:

- (a) by the interpretation or application of a provision of this Agreement;
- (b) disciplinary action resulting in demotion, suspension, or a financial penalty;
- (c) dismissal from the Authority; and
- (d) letters of discipline placed on personnel file

The procedure for the final resolution of the grievances listed above is arbitration.

35.02 If an employee so desires, they may be assisted and represented by the Union when presenting a grievance at any level.

35.03 An employee or the Union, who wishes to present a grievance at any prescribed level in the grievance procedure, shall transmit this grievance to the Manager who shall forthwith:

- (a) forward the grievance to the representative of the Authority 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 them.

35.04 Except as otherwise provided in this Agreement a grievance shall be processed by recourse to the following steps:

- (a) First Level (Manager)
- (b) Second Level (Board of Directors)
- (c) Final Level (Arbitration)

35.05 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.

35.06 An employee may present a grievance to the first level of the procedure in the manner prescribed in Article 35.03 within fourteen (14) calendar days of the date on which the employee became aware of the issue(s) which gave rise to the grievance.

- 35.07 The Employer shall reply in writing to a grievance within fourteen (14) calendar days at Level 1, and within thirty (30) calendar days at Level 2.
- 35.08 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 fourteen (14) calendar days after that decision or settlement has been conveyed in writing to the employee by the Authority; or
 - (b) where the Authority has not conveyed a decision to the grievor within the time prescribed in Article 35.07 within fourteen (14) calendar days after the day the reply was due.
- 35.09 Where an employee has been represented by the Union in the presentation of their grievance, the Employer will provide the appropriate representative of the Union with a copy of the Employer's decision, at the same time that the Employer's decision is conveyed to the employee.
- 35.10 No employee shall be dismissed without first being given notice in writing together with the reasons therefore.
- 35.11 An employee shall have the right to present a grievance on matters relating to the application or interpretation of this Agreement provided they first obtain the authorization of the Union prior to presenting such grievance.
- 35.12 An employee may, by written notice to the Manager, withdraw a grievance provided that, where the grievance is one arising out of the application or interpretation of this Agreement their withdrawal has the endorsement, in writing, of the Union.
- 35.13 The Union shall have the right to initiate and present a grievance related to the application or interpretation of this Agreement, on behalf of one or more members of the Union.
- 35.14 The time limits stipulated in this Article are mandatory and may be extended by mutual agreement between the Authority and the employee, and where appropriate, the Union representative. Grievances that are not filed or advanced within the time limits stipulated in this Article are deemed abandoned and cannot later be filed or advanced.
- 35.15 No proceedings under this Article are invalid by reason of any defect of form or any technical irregularity.

ARBITRATION

- 35.16 Where a difference arises between the parties relating to the interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that a term or condition of this Agreement has been violated, either of the parties may, after exhausting the grievance procedure in this Article, notify the other party in writing within twenty-one (21) days of the receipt of the reply at the Second Level, of their desire to submit the difference or allegation to arbitration.

SINGLE ARBITRATOR

- 35.17 The parties agree that arbitration referred to in Article 35.16 shall be by a single arbitrator.

35.18 In the event that the Authority and the Union are unable to agree upon the selection of the Arbitrator, the Minister of Employment, Workforce Development and Labour shall be requested to appoint an Arbitrator, and it is agreed that the Arbitrator so appointed shall act as the single Arbitrator.

POWER OF THE ARBITRATOR

35.19 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.

35.20 The arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it.

35.21 The award of the arbitrator shall be signed by them and copies thereof shall be transmitted to the parties to the dispute.

35.22 The Arbitrator shall not have the authority to alter or amend any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or to render any decision contrary to the terms and provision of this Agreement, or to increase or decrease wages.

35.23 The Authority and the Union shall each pay one half (1/2) of the remuneration and expenses of the arbitrator and each party shall bear its own expenses of every such arbitration.

35.24 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 Nunavut Court of Justice, 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 a judgement or an order of that court and may be enforceable as such.

35.25 Where an employee files an appeal against their dismissal from the Authority by way of a grievance, the provisions of Article 35.16 apply.

35.26 In addition to the powers granted to arbitrators under the *Canada Labour Code*, the arbitrator may determine that the employee has been dismissed for other than proper cause and they may:

(a) direct the Employer to reinstate the employee and pay to the employee a sum equal to their wages lost by reason of their dismissal, or such less sum as in the opinion of the Arbitrator is fair and reasonable; or

(b) make such order as they consider fair and reasonable having regard to the terms of this Agreement.

35.27 An Employer grievance shall be submitted to the Union and shall be referable to arbitration under Article 35.16.

ARTICLE 36 - Labour/Management Committee

36.01 A Committee will be formed to consult on matters of safety and health, other matters of mutual interest.

- 36.02 The Committee shall be comprised of equal representation of the Union and the Employer, with each party choosing their respective representatives.
- 36.03 The Committee will meet when the need arises. The role of Chairman will alternate between the Employer and the Union.

ARTICLE 37- No Contracting Out

- 37.01 There shall be no contracting out of any work by the Authority, 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 38 - Health And Safety

- 38.01 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.
- 38.02 In matters of safety and health, the Labour Management Committee will follow the following provisions:
- (a) The Employer shall post the names of the Committee members in a prominent place.
 - (b) Committee members shall perform the necessary duties of investigating, identifying, and seeking to remedy hazards at the workplace, and shall do so without loss of pay, or fear of reprisal.
 - (c) The Committee is to consider various alternatives for ensuring that an injured employee receives the appropriate medical transportation to the nearest medical facility, and which agency is to bear such costs.
- 38.03 The Employer shall ensure that employees can obtain the assistance of a first aid attendant easily and rapidly in all workplaces.
- 38.04 The Employer shall ensure that first aid kits are provided, and are readily accessible at all times. Said first aid kits shall be kept well stocked at all times.
- 38.05 The Employer will encourage employees to take first aid courses, and will assume the costs of such courses, and also the costs of refresher courses required to maintain the validity of a certificate. Employees taking first aid training shall be granted leave with pay for the duration of the courses.

ARTICLE 39 - Civil Liability

- 39.01 If an action or proceeding is brought against any employee or former employee covered by this Agreement, for an alleged tort committed by them in the performance of their duties; then:
- (a) the employee, upon being served with any legal process, or upon receipt of any action or proceeding

as hereinbefore referred to, being commenced against them shall advise their 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; and/or
- (c) the Employer shall pay any sum required to be paid by such employee in connection with the settlement of any claim made against such employee provided the conduct of the employee which gave rise to the action did not constitute a gross disregard or gross neglect of their duty as an employee.

39.02 Upon the employee notifying the Employer in accordance with Article 39.01(a), 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 cooperate fully with appointed counsel.

ARTICLE 40 - Trades

APPLICATION

40.01 The provision of this Article shall apply to all maintenance classifications.

WORK CLOTHING AND PROTECTIVE EQUIPMENT

40.02 Where the following articles are required by the Employer or the Workers' Safety and Compensation Commission:

- (a) dust protection;
- (b) eye protection, except prescription lenses;
- (c) ear protection;
- (d) Winter coveralls;
- (e) Summer coveralls;
- (f) gloves.

The Employer shall supply all employees, including part-time and casuals, with the articles of equipment as required.

40.03 When the following articles are required by the Employer or the Workers' Safety and Compensation Commission, the Employer shall replace these articles as required, when they are presented worn or damaged beyond repair by an employee, at no cost to the employee:

- (a) dust protection;
- (b) eye protection, except prescription lenses;
- (c) ear protection;
- (d) Winter coveralls;
- (e) Summer coveralls;

- (f) gloves.

WORK BOOTS

- 40.04 (a) The Employer will provide work boots for all employees once a year.
- (b) Employees may choose the type of work boot they wish to have provided.
- (c) Notwithstanding (a) above, the Employer will replace work boots when they are presented worn or damaged beyond repair and its expense. In the event that such replacement is made in the last four (4) months of the calendar year, the employee shall not be eligible for a new issue under (a) the following year.
- (d) Casual employees will have only half of cost of their boots deducted from their pay.

COMPENSATION FOR TOOLS AND EQUIPMENT

- 40.05 Under no circumstances shall the Employer be responsible to replace or reimburse an employee for lost or stolen tools.
- 40.06 When an employee, including an apprentice or casuals, presents a worn-out or broken tool, which the employee uses in the regular performance of their work, to the Manager for verification, the Employer agrees to replace such tool with a tool of similar quality. In situations where highly specialized tools not normally associated with a journeyman's tool kit are required, they will be provided by the Employer, who will retain ownership of them. The Employer shall assist employees in the purchase of tools and equipment used in the performance of their duties, by allowing for the purchase of tools to be deducted from the employees' wages.

ADVERSE WEATHER CONDITIONS

- 40.07 The Employer shall not require an employee to work where the Hamlet of Coral Harbour worksites in the community close due to inclement weather, except in emergency situations.

ARTICLE 41 - Apprentices

TERMS AND CONDITIONS OF EMPLOYMENT FOR APPRENTICES

- 41.01 The following are agreed upon terms and conditions of employment, for employees engaged as Apprentices by the Authority.
 - (a) *Apprenticeship, Trade and Occupations Certification Act* and relevant Regulations shall apply to all Apprentices employed by the Authority. A copy of relevant regulations shall be supplied to the apprentice upon appointment.
 - (b) The recognized Apprenticeship Training Programs shall be those listed in the "Apprentice Training Schedule" pursuant to the *Apprenticeship, Trade and Occupations Certification Act*.
 - (c) Pay increases shall not be automatic but will be based upon levels of certification issued by the Apprentices Branch and shall be effective from the date of ratification.
 - (d) Apprentice rates will be based on a percentage of the appropriate journeyman rate as follows:

Four Year Training Programs

Year 1	60%
Year 2	70%
Year 3	80%
Year 4	90%

Three Year Training Programs

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

- (e) (i) Apprentices shall be entitled to the benefits and terms and conditions of employment outlined in the current Agreement while working for the Employer. Apprentices shall receive a percentage of the Nunavut Northern Allowance based upon the applicable percentage rates found in Article 41.01(d).
- (f) Where an apprentice fails after two attempts to successfully complete a trade training course, a recommendation may be made to the Superintendent of Apprenticeship Training to cancel their contract and the Apprentice may be terminated.

41.02 Apprentices successfully completing their Apprenticeship will be given preference in hiring on job vacancies. Where an Apprentice, after completing their apprenticeship, is hired directly into a job vacancy, all time spent as an Apprentice shall count towards continuous employment with the Authority.

ARTICLE 42 - Benefits

42.01 The Employer shall make available to eligible employee the following *Northern Employee Benefit Services* (NEBS) benefits:

- (a) Pension
- (b) Life Insurance
- (c) Dependant Insurance
- (d) Accidental Death and Dismemberment Insurance
- (e) Long Term Disability Insurance

42.02 All issues or questions concerning NEBS benefits shall be determined by NEBS. The cost of the premiums for these benefits will be paid by the Employer and the employees as determined by NEBS.

PERSONAL VEHICLE USE

42.03 The Employer will give all permanent employees who use their personal vehicles at work five (5) gallons of gas every two (2) weeks. Casual employees shall receive this allowance if they are required by the Authority to use their personal vehicles for Authority business during a consecutive two week period. However, Employees must turn in gas receipts.

ARTICLE 43 - Seniority

43.01 Seniority is defined as length of service with the Employer and shall be applied on a bargaining unit wide

basis, excluding casual service.

- 43.02 A newly hired employee shall be on probation for a period defined in Article 2.01(x) During the probationary 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.
- 43.03 The Employer shall maintain a seniority list showing the date upon which each employee's service commenced.
- 43.04 Seniority shall not accumulate during a leave of absence without pay and during layoff.
- 43.05 An employee shall lose their seniority and is terminated in the following circumstances:
- (a) if they are discharged for just cause and is not reinstated;
 - (b) if they resign voluntarily;
 - (c) if they abandon their position;
 - (d) if they are on layoff for more than nine (9) months;
 - (e) if, following layoff, they fail to return to work within ten (10) working days of being recalled.

ARTICLE 44 - Layoff And Recall

NOTICE

- 44.01 The Employer shall notify employees who are to be laid off thirty (30) 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.

LAYOFF

- 44.02 Layoffs will be made, when necessary, on the basis of merit, in the classification of work to be so reduced.
- 44.03 Merit shall be determined in a just and reasonable manner and shall include an objective assessment of skill, ability, performance and dependability.
- 44.04 Any dispute as to the justness and reasonableness of the determination of merit shall be subject to the provisions of Article 35.
- 44.05 An employee, who is continuously laid off for a period of nine (9) consecutive months, shall be considered terminated from their employment with the Authority.

RECALL

- 44.06 The last employee laid off within the classification shall be the first recalled, provided he is qualified to do the work, and subject to Article 45.05.

44.07 A new employee will not be hired to fill the job of a laid off employee while there are laid off employees in that classification who are eligible for recall under Article 45.05.

NOTICE OF RECALL

44.08 The Employer shall give notice of recall personally or by registered mail.

- (a) Where notice of recall is given personally, the Employer shall deliver in duplicate a letter stating that the employee is recalled. In this instance, notice of recall is deemed to be given when served.
- (b) Where notice of recall is given by registered mail, notice is deemed to be given three (3) days from the date of mailing.

44.09 The employee:

- (a) shall notify the Employer of their intention to return to work within three (3) working days;
- (b) shall return to work within ten (10) working days of receipt of notice of recall.

ARTICLE 45 - Severance Pay

LAYOFF

45.01 An employee who has one (1) year or more of continuous employment and who is laid off is entitled to be paid severance pay at the time of layoff.

45.02 In the case of an employee who is laid off for the first time following the signing of this Agreement, the amount of severance pay shall be two (2) weeks' pay for the first completed year of continuous employment, two (2) weeks' pay for the second complete year of continuous employment and one (1) weeks' pay for each succeeding complete year of continuous employment, to a maximum of ten (10) weeks. Severance pay shall be reduced by any amount of severance pay paid as a result of previous layoffs.

45.03 Severance pay under this Article shall apply to all permanent employees, however for permanent employees who have been continuously employed since May 1st, 1996, severance pay shall be calculated as if those employees commenced employment on May 1st, 1996.

ARTICLE 46 - Technological Change

46.01 Both parties recognize the overall advantages of technological change. Therefore, both parties will encourage and promote technological change and improvements.

With this view, and recognizing the extensive lead time required for the selection, provision and installation of new equipment, software or materials, the Employer agrees to provide at least four (4) months' notice to the Union of any major technological change which would result in changes in the employment status or in this Agreement.

46.02 Where the Employer has notified the Union that it intends to introduce technological change, the parties undertake to meet within thirty (30) days for consultations in an effort to reach agreement on solutions and administrative procedures to deal with problems arising from the intended technological change.

46.03 The Employer shall make every reasonable effort to continue to employ employees who would otherwise become redundant because of technological change. In cases where employees may require retraining the Employer will make every reasonable effort to offer suitable training courses.

ARTICLE 47 - Social Justice Fund

- 47.01 (a) The Employer shall contribute five cents (\$0.05) per hour worked and every employee shall contribute five cents (\$0.05) per hour worked to the PSAC Social Justice Fund and such contribution will be made for all hours worked by each employee in the bargaining unit.
- (b) Contributions to the Fund will be made quarterly, in the middle of the month immediately following completion of each fiscal quarter year, and such contributions remitted to a bank account at a banking institution in or nearest to the Hamlet of Coral Harbour.
- (c) Both parties agree that the fund will be used for social justice activities in the Hamlet of Coral Harbour and both parties will determine how the fund is to be administered.

ARTICLE 48 - Reopener Of Agreement And Mutual Discussions

REOPENER OF AGREEMENT

48.01 This Agreement may be amended by mutual consent.

MUTUAL DISCUSSIONS

48.02 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 49 – Nunavut Northern Allowance

- 49.01 The Nunavut Northern Allowance will be paid to every employee in accordance with this Article.
- 49.02 The Nunavut Northern Allowance annual rate will be pro-rated based upon standard annual work hours (1,950 for administration employees and 2,080 for maintenance employees, as applicable) and paid on an hourly basis for each regular hour, inclusive of paid leave, paid to indeterminate employees. No Nunavut Northern Allowance will be paid for overtime.
- 49.03 The rate for the Nunavut Northern Allowance will be equal to the Coral Harbour rate for the Nunavut Northern Allowance in the Collective Agreement between the Government of Nunavut and the Nunavut Employees Union, as amended from time to time. At date of signing, this rate is \$24,747 per year.
- 49.04 Indeterminate employees have the option to receive either one-half or all of the Nunavut Northern Allowance payment in one lump sum, payable on March 31st after it has been earned. Employees who wish to receive Nunavut Northern Allowance in this manner must notify the Employer prior to March 15th of the previous year.

- 49.05 If an employee chooses the lump sum option in Article 50.04 and terminates employment prior to March 31st, they shall receive the Nunavut Northern Allowance on a prorated basis, calculated up to the date of termination of employment.
- 49.06 Six Thousand Dollars (\$6,000.00) of the employee's Northern Allowance shall be designated as a travel allowance pursuant to the *Income Tax Act*. Employees are responsible for maintaining sufficient receipts to justify this amount to the Canada Revenue Agency.

ARTICLE 50 - Duration And Renewal

- 50.01 The term of this Agreement shall be from April 1st, 2021 to March 31st, 2025. All terms of this Agreement shall take effect upon ratification, unless another date is specified.
- 50.02 The pay schedules contained in Appendix "A" shall apply from the dates specified therein.
- 50.03 Notwithstanding the preceding, the provisions of this Agreement, including the provisions for grievance and arbitration in Article 35, shall remain in effect during the negotiations for its renewal, and until a new Agreement becomes effective, or until the requirements of Section 89 of the *Canada Labour Code* have been met.
- 50.04 Within four (4) months preceding the termination of the Agreement, either party may, by written notice, require the other party to commence bargaining collectively with a view to the conclusion, renewal, or revision of the Agreement in accordance with subsection 1 of Section 49 of the *Canada Labour Code*.
- 50.05 Where notice to commence collective bargaining has been given under Article 48.03, the Employer shall not without consent by or on behalf of the employees affected, increase or decrease salaries or alter any other term or condition of employment of employees in the bargaining unit, which was in force on the day on which the notice was given, until a renewal or revision of the Agreement, or a new Agreement has been concluded, in accordance with Section 50 of the *Canada Labour Code* or until the requirements of Section 89 of the *Canada Labour Code* have been met.

ARTICLE 51 – Family Abuse Leave

- 51.01 The Employer recognizes that employees face situations of violence or abuse in their personal life that may affect their attendance and performance at work.
- (a) Every employee who experiences acts of family violence or abuse who is the parent of a dependent child who experiences acts of family violence is entitled to and shall be granted a leave of absence from employment with pay up to five (5) days and an additional leave without pay for up to five (5) days per fiscal year, in order to enable the employee, in respect of such violence or abuse:
- (i) to seek medical attention for themselves or their child in respect of a physical or psychological injury or disability;
 - (ii) to obtain services from an organization which provides services to persons experiencing family violence;

- (iii) to obtain psychological or other professional counselling;
 - (iv) to relocate temporarily or permanently; or,
 - (v) to seek legal or law enforcement assistance or prepare for or participate in any civil or criminal legal proceeding.
- (b) Any employee is not entitled to a leave of absence with respect to any act of family violence if the employee is charged with an offence related to that act.
- (c) This leave of absence may be taken as consecutive days, as single days, or as a half day, with request for approval being sought as soon as is reasonably possible.
- (d) The employer may require the employee to provide documentation to support the reasons for the leave. All personal information concerning family abuse will be kept confidential in accordance with relevant legislation and shall not be disclosed to any other party without the employee's written agreement, or as may be required by law.
- (e) There shall be no carry-over of unused Family Abuse Leave from one fiscal year to the next.

ARTICLE 52 – Language Bonus

52.01 Where a full-time or part-time employee is required on a day-to-day operation on the job to speak two or more languages of English, Inuktitut and/or French, there shall be paid an annual language bonus of one thousand dollars (\$1000.00) to be paid in a lump sum bonus by mid-December. The Labour/Management Committee will meet to review the entitlement to ensure that the day-to-day requirement is consistently applied.

SIGNED at Coral Harbour, Nunavut, this ____ day of _____.

For the Employer:

For the Union:

Kathy Nakoolak, Housing Manager

Josee-Anne Spirito, PSAC North Regional
Executive Vice President

Blain Ell – Maintenance Manager

Becky Ottokie, Bargaining Team Member

Amouyah Eetuk – Board Chair

Douglas Nakoolak, Bargaining Team
Member

Jason Rochon, NEU President

Laneydi Martinez Alfonso, PSAC
Negotiator

APPENDIX "A"- RATES OF PAY

Effective April 1, 2021 (1.75%)						
Job title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<u>Administrative positions (based on 37.5 hour work week)</u>						
Assistant Manager	\$34.58	\$35.68	\$36.84	\$38.04	\$39.32	\$40.66
Tenant Relations Officer	\$29.83	\$30.69	\$31.60	\$32.56	\$33.55	\$34.58
Clerk Typist	\$24.43	\$25.05	\$25.80	\$26.44	\$27.20	\$27.97
<u>Maintenance positions (based on 40 hour work week)</u>						
Housing Maintenance Foreman	\$36.39	\$37.59	\$38.87			
Housing Maintainer	\$33.19	\$34.28	\$35.35			
Painter	\$34.15	\$35.24	\$36.39			
Oil Burner Mechanic/Warehouseman	\$36.39	\$37.59	\$38.87			
Carpenter	\$37.59	\$38.87	\$40.20			
Plumber/Electrician	\$38.55	\$39.87	\$41.25			
<i>Casual and part time employees with no specific trade qualifications shall be paid not more than 60% of the Housing Maintenance Serviceman Journeyman Rate - Step 3</i>						

Effective April 1, 2022 (2.00%)						
Job title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<u>Administrative positions (based on 37.5 hour work week)</u>						
Assistant Manager	\$35.28	\$36.40	\$37.58	\$38.81	\$40.10	\$41.47
Tenant Relations Officer	\$30.43	\$31.30	\$32.24	\$33.21	\$34.22	\$35.28
Clerk Typist	\$24.92	\$25.55	\$26.32	\$26.97	\$27.74	\$28.53
<u>Maintenance positions (based on 40 hour work week)</u>						
Housing Maintenance Foreman	\$37.11	\$38.34	\$39.65			
Housing Maintainer	\$33.85	\$34.97	\$36.05			
Painter	\$34.83	\$35.94	\$37.11			
Oil Burner Mechanic/Warehouseman	\$37.11	\$38.34	\$39.65			
Carpenter	\$38.34	\$39.65	\$41.01			
Plumber/Electrician	\$39.32	\$40.66	\$42.07			
<i>Casual and part time employees with no specific trade qualifications shall be paid not more than 60% of the Housing Maintenance Serviceman Journeyman Rate - Step 3</i>						

Effective April 1, 2023 (3.50%)						
Job title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<u>Administrative positions (based on 37.5 hour work week)</u>						
Assistant Manager	\$36.51	\$37.67	\$38.90	\$40.16	\$41.51	\$42.92
Tenant Relations Officer	\$31.49	\$32.40	\$33.36	\$34.37	\$35.42	\$36.51
Clerk Typist	\$25.79	\$26.45	\$27.24	\$27.92	\$28.71	\$29.53
<u>Maintenance positions (based on 40 hour work week)</u>						
Housing Maintenance Foreman	\$38.41	\$39.68	\$41.03			
Housing Maintainer	\$35.04	\$36.19	\$37.32			
Painter	\$36.05	\$37.20	\$38.41			
Oil Burner Mechanic/Warehouseman	\$38.41	\$39.68	\$41.03			
Carpenter	\$39.68	\$41.03	\$42.44			
Plumber/Electrician	\$40.70	\$42.09	\$43.55			
Trades Helper	\$28.03	\$28.95	\$29.85			
<i>Casual and part time employees with no specific trade qualifications shall be paid not more than 70% of the Housing Maintenance Serviceman Journeyman Rate - Step 3</i>						

Effective April 1, 2024 (2.50%)						
Job title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<u>Administrative positions (based on 37.5 hour work week)</u>						
Assistant Manager	\$37.42	\$38.61	\$39.87	\$41.17	\$42.54	\$44.00
Tenant Relations Officer	\$32.28	\$33.21	\$34.20	\$35.23	\$36.30	\$37.42
Clerk Typist	\$26.44	\$27.11	\$27.92	\$28.62	\$29.43	\$30.27
<u>Maintenance positions (based on 40 hour work week)</u>						
Housing Maintenance Foreman	\$39.37	\$40.67	\$42.06			
Housing Maintainer	\$35.92	\$37.09	\$38.25			
Painter	\$36.95	\$38.13	\$39.37			
Oil Burner Mechanic/Warehouseman	\$39.37	\$40.67	\$42.06			
Carpenter	\$40.67	\$42.06	\$43.50			
Plumber/Electrician	\$41.72	\$43.14	\$44.64			
Trades Helper	\$28.73	\$29.67	\$30.60			
<i>Casual and part time employees with no specific trade qualifications shall be paid not more than 70% of the Housing Maintenance Serviceman Journeyman Rate - Step 3</i>						

Letter of Understanding #1 – Compassionate Care Leave

The Parties acknowledge that the *Labour Standards Act* as it reads as of the date of ratification does not mirror many leave entitlements found in employment standards legislation in other Canadian jurisdictions.

For greater certainty, the Parties acknowledge that, in the event there are legislative changes to the *Act* which provide superior benefits to Extended Compassionate Care leave, these changes shall be deemed to have been incorporated into the provisions of this Collective Agreement.

SIGNED at Coral Harbour, Nunavut, this 5 day of June 2024.

For the Employer:


Kathy Nakoolak, Housing Manager


Blain Ell – Maintenance Manager


Amouyah Eetuk – Board Chair


For the Union:


Josee-Anne Spirito, PSAC North Regional
Executive Vice President


Becky Ottokie, Bargaining Team Member


Douglas Nakoolak, Bargaining Team
Member


Jason Rochon, NEU President


Laneydi Martinez Alfonso, PSAC
Negotiator