

Collective Agreement

between

Public Service Alliance of Canada

and

Pimakslirvik Corporation

**Effective From: January 1, 2015
To: December 31, 2020**

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

**Pimakslirvik Corporation
Box 1,
Chesterfield Inlet NU X0C 0B0**

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**ARTICLE 1 -
Purpose of Agreement**

- 1.01 The purpose of this Agreement is to:
- (a) maintain and improve the relationship between the Employer, the Employees and the Union;
 - (b) set forth certain terms and conditions of employment relating to pay, hours of work, Employee benefits, and general working conditions affecting Employees covered by this Agreement; and
 - (c) recognize the mutual value of joint discussions in all matters pertaining to terms and conditions of employment and working conditions.
- 1.02 The parties to this Agreement share a desire to improve the quality, to promote the well-being and increased productivity of the Employees to the end that the Employer will be well and efficiently served in order to provide the best care possible and health protection to the residents of the Employer's operation. Accordingly, the parties are determined to establish, within the framework provided by law, an effective working relationship at all levels in which members of the Bargaining Unit are employed.

**ARTICLE 2 -
Interpretation and Definitions**

- 2.01 For the purpose of this Agreement:
- (a) "Abandonment of Position" occurs when an Employee has not reported for work, and no one has notified the Employer, for a period of five (5) consecutive days. Employees who have abandoned **their** position shall be discharged.
 - (b) "Agreement" means this Collective Agreement;
 - (c) "Allowance" means compensation payable to an Employee in addition to **the Employee's** regular remuneration payable for the performance of the duties of **the Employee's** position;
 - (d) "Bargaining Unit" means all Employees of Pimaksirvik Corporation in Chesterfield Inlet, Nunavut, excluding the Chief Executive Officer, the Chief Financial Officer, the Director of Care, the Advisor to the Chief Executive Officer, the Receptionist, summer students and term Employees;
 - (e) "Casual Employee" means an Employee who is not assigned shifts on a regular basis but works on a 'call-in' basis. A Casual Employee is assigned

shifts as needed by the Employer to fill vacancies in the schedule on a weekly or daily basis;

- (f) "Continuous employment" means uninterrupted employment over time:

When an Employee ceases to be employed for a reason other than dismissal, abandonment of position, or termination on probation, and is re-employed within a period of four months, then the periods of employment, excluding the period of absence, shall be considered as continuous employment with the Employer;
- (g) "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 **the Employee** being on leave of absence;
- (h) "Director of Care" means the Registered Nurse-in-Charge or delegate;
- (i) "Employee" means a member of the Bargaining Unit;
- (j) "Employer" means the Pimakslirvik Corporation;
- (k) "Fiscal year" means the period of time from April 1 of one year to March 31 of the following year;
- (l) "Grievance" means an employment related complaint in writing that an Employee, group of Employees or the Union submits to the Employer or the Employer submits to the Union to be processed through the grievance procedure;
- (m) "Leave of absence" means absence from duty with the Employer's permission, either with or without pay;
- (n) The expression "may" is permissive and the expressions "shall" and "will" are imperative;
- (o) "Membership Fees" means the fees established pursuant to the By-Laws of the Union as the fees payable by the members of the Bargaining Unit, and shall not include any initiation fee, insurance premium, or any other levy;
- (p) "Overtime" means work performed by an Employee in excess or outside of **the Employee's** regularly scheduled hours of work. For part-time Employees, overtime means all hours worked in excess of the regular hours of work for a full-time Employee in the same position;
- (q) "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 Article 16 of this Agreement;

- (r) "Pay Period" is the period of time between 8:01 AM on a Sunday up to 8:00 AM on the Sunday two (2) weeks following;
- (s) "Permanent Employee" means an Employee who is assigned a certain number of shifts per pay period and includes:
 - (i) "Permanent Full Time Employee" means any Permanent Employee who is employed in a full time permanent position; and
 - (ii) "Permanent Part Time Employee" means any Permanent Employee with scheduled hours of work each pay period which are less than the average scheduled hours of work of a Permanent Full Time Employee;
- (t) "Probation" means a period of 898 hours worked (which may be extended as provided in this Agreement) starting when the Employer first hires a Permanent Employee;
- (u) "PSAC" means the Public Service Alliance of Canada;
- (v) "Rates of Pay" means the Rates of Pay set out in Appendix A;
- (w) "Representative" means a person who is authorized to represent the Union;
- (x) "Shift" means the number of continuous hours specified to be worked in a twenty four (24) hour period;
- (y) "Spouse" includes common-law spouse. A common-law spouse relationship exists when, for a continuous period of at least one year, an Employee has lived with a person, publicly represents that person to be their spouse, and lives and intends to continue to live with that person as if that person were their spouse;
- (z) "Supervisor" means the team leader who is on duty at the Employer's facility;
- (aa) "Temporary Employee" is a casual Employee who is temporarily assigned to a Permanent position, or a Permanent Employee who is temporarily assigned to another Permanent position. The length of a temporary assignment shall not be shorter than three (3) months and shall not be longer than twelve (12) months. A casual Employee who becomes a Temporary Employee shall receive all of the benefits of a Permanent Employee for the length of the temporary assignment. At the end of the temporary assignment, the Casual Employee resumes their Casual Employee status, and the Permanent Employee resumes their previous Permanent Employee status.

(bb) "Union" means the Public Service Alliance of Canada as represented by its agent the Nunavut Employees Union;

(cc) "Week" for the purposes of this Agreement shall be deemed to commence at 8:01 AM on Sunday and terminate at 8:00 AM on the following Sunday.

2.02 Except as otherwise provided in this Agreement, expressions used in this Agreement; if defined in the *Labour Standards Act*, or in the Regulations thereof, have the same meaning as given to them in the *Labour Standards Act*.

Number and Gender

2.03 Wherever the singular, plural, masculine, feminine or neuter is used throughout this Agreement the same shall be construed as meaning the singular, plural, masculine, feminine or neuter where the fact or context requires this and with regard to the provisions of this Agreement.

ARTICLE 3 - Recognition

3.01 The Employer recognizes the Public Service Alliance of Canada as the exclusive bargaining agent for all Employees in the Bargaining Unit.

3.02 The Employer will advise prospective Employees prior to **their** employment that the Employer is unionized and that all Employees who would be covered by this Agreement will be required to pay union dues.

ARTICLE 4 - Application

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

4.02 Part-time Employees shall be entitled to all eligible benefits provided under this Agreement in the same proportion as **their** weekly hours of work compare to the standard work week.

4.03 The English text of this Agreement is official. If there is a contradiction between the English text and its translation into any other language, the English version shall govern.

ARTICLE 5 - Security of Agreement

Future Legislation

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

Conflict of Provisions

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

ARTICLE 6 - Management Rights

- 6.01 Nothing in this Agreement shall affect the rights of the Employer to manage the business, except to the extent provided in this Agreement.

ARTICLE 7 - Employer Policies

- 7.01 The Employer shall provide the Union with a copy of all Employer policies and other documents which are intended to clarify the interpretation or application of this Agreement.

ARTICLE 8 - Dues Deduction

- 8.01 The Employer will, as a condition of employment, deduct an amount equal to the amount of Membership Fees from the pay of all Employees in the Bargaining Unit.
- 8.02 The Public Service Alliance of Canada shall inform the Employer in writing of the authorized deduction to be checked off for each employee within the Bargaining Unit.
- 8.03 For the purpose of applying Article 8.01, deductions from pay for each Employee will occur on a bi-weekly basis.
- 8.04 No Employee organization, other than the Public Service Alliance of Canada, shall be permitted to have Membership Fees deducted by the Employer from the pay of **the Employees** in the Bargaining Unit.
- 8.05 The amounts deducted in accordance with Article 8.01 shall be remitted to the Comptroller of the PSAC by cheque **no later than the month after** deductions are

made, and shall be accompanied by a list showing each Employee and the Membership Fees deducted from each Employee.

- 8.06 The Employer may make deductions for other purposes from an Employee's pay upon the written request of **the Employee**.
- 8.07 The PSAC 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.
- 8.08 The Employer agrees to identify annually on each Employee's T4 slip the total amount of Membership Fees deducted for the applicable year.

ARTICLE 9 - Union Representation

- 9.01 Upon reasonable advance notification, the Employer shall permit access to the main activity room, the Director of Care's office and the staff room of its facility for a Representative of the Union to:
 - (a) meet with an Employee;
 - (b) meet with the Employer.

Appointment of Representatives

- 9.02 The Union has the right to appoint Employees as Representatives of the Union. The Union shall notify the Employer which Employees have been appointed as Representatives, and the positions held.

Union Bulletin Boards and Communications

- 9.03 The Employer shall provide bulletin board space at each worksite clearly identified for exclusive Union use.

Meeting Room

- 9.04 The Employer shall make available to the Union a meeting room, provided that such a meeting room is available and provided that the Employer is given at least five (5) calendar days advance notice, for the conducting of business related to the Bargaining Unit.

Union Information for New Employees

- 9.05 A Representative shall have the right to a private personal meeting with a new Employee during working hours at the Employer's facility for a period of up to fifteen (15) minutes. The Union shall advise the Director of Care, in advance of this meeting.

Time Off for Union Activities

9.06 Where operational requirements permit and with prior approval, the Employer may grant leave without pay to a reasonable number of Employees to participate in Union activities.

Time-off for Representatives

9.07 A Representative shall obtain the permission of **their** immediate supervisor before leaving **their** work to investigate a grievance, to meet with the Employer for the purpose of dealing with grievances, to meet with new Employees and to attend meetings called by the Employer. These activities shall not exceed thirty (30) minutes. Such permission shall not be unreasonably withheld. Time spent at these activities shall be considered as time worked.

9.08 The Representative shall make every reasonable effort to report back to **their** supervisor before resuming **their** normal duties.

9.09 Upon reasonable notification, the Employer shall grant leave without pay for two (2) Employees to attend contract negotiations on behalf of the Union for the duration of such negotiations.

9.10 When an Employee is on leave without pay under Article 9, **the Employee** will continue to receive all salary and benefits. The Employer will invoice the Union for the full cost of **the Employee's** leave without pay, and the Union will repay the Employer for the amount of the invoice.

**ARTICLE 10 -
Information**

10.01 Upon signing of this Agreement, and in April and October of each year, the Employer shall provide the Union with the following information on each Employee in the Bargaining Unit:

- (a) Name
- (b) Address
- (c) Job Title
- (d) Rate of Pay
- (e) Employment Status (full time, part-time or casual)

At the same time, the Employer shall also indicate if any Employees have been hired, or have had **their** employment terminated during that period.

10.02 The Employer shall notify the Union of all newly created positions within the Bargaining Unit.

Publication of Agreement

10.03 The **Employer** shall publish this Agreement. The **Union** will pay for ten (10) copies of this Agreement **for its use**. **The Employer and the Union shall share equally all costs associated with the printing and distribution of all other copies of the Collective Agreement.** The **Employer shall provide copies** of this Agreement for all Employees, and provide copies for new Employees upon request.

10.04 The Employer shall provide each Employee, and each new Employee upon hire, with a copy of this Agreement. Each Employee shall sign an acknowledgement indicating that **the Employee** has received the Agreement.

ARTICLE 11 - Human Rights

Freedom from Discrimination

11.01 The Employer, the Union and **the Employees** agree that there shall be no discrimination, harassment, interference, restriction, or coercion exercised or practiced with respect to any person employed by the Employer (whether or not such person is a member of the Bargaining Unit) by reason of race, colour, ancestry, ethnic origin, citizenship, place of origin, creed, religion, age, disability (including previous, existing or perceived mental or physical disability and previous or existing dependency on alcohol or drugs), sex, sexual orientation, **gender identity or expression**, marital status, family status (being related to another by blood, marriage or adoption), pregnancy (including protection of a male on the basis that he may adopt), lawful source of income, conviction for which a pardon has been granted, union membership or activity, or for exercising **their** rights under this Agreement.

Freedom from Sexual Harassment

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

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

11.03 Every Employee is entitled to employment free of sexual harassment.

- 11.04 The Employer will make every reasonable effort to ensure that no Employee is subjected to sexual harassment. **The Employees** and the Union agree to support and cooperate with the Employer in its efforts to prevent sexual harassment.
- 11.05 Complaints of sexual harassment shall be brought to the attention of the Employer at any level of management appropriate to the circumstances. Employees may be assisted by the Union in making a complaint.

Freedom from Workplace Violence

- 11.06 "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.
- 11.07 Every Employee is entitled to employment free of workplace violence.
- 11.08 The Employer will make every reasonable effort to ensure that no Employee is subjected to workplace violence. **The Employees** and the Union agree to support and cooperate with the Employer in its efforts to prevent workplace violence.
- 11.09 Complaints of workplace violence shall be brought to the attention of the Employer at any level of management appropriate to the circumstances. Employee may be assisted by the Union in making a complaint.

ARTICLE 12 - Outside Employment and Other Activities

- 12.01 Employees shall be free to engage in any business, employment or activity outside **their** regularly scheduled hours of duty without interference from the Employer, except where:
- (a) a conflict of duties may develop between an Employee's regular work and **their** outside interests; and
 - (b) certain knowledge and information available only to **the Employee** place the individual in a position where **the Employee** can exploit the knowledge or information for personal gain.
- 12.02 An Employee's outside business, employment or other activities cannot be used as a reason for failing to attend work when required, and cannot interfere with **the Employee's** responsibilities to the Employer.

ARTICLE 13 - Discharge and Discipline

Just Cause

13.01 No Employee shall be subject to discharge or discipline except for just cause.

Progressive Discipline

13.02 The value of progressive discipline with the aim of being corrective in application is recognized by both parties.

Union Representation

13.03 When **the Employee** is to receive discipline at a meeting, the Employer shall, prior to the meeting, notify **the Employee** of **the Employee's** right to have a Union Representative attend the meeting either in person or by telephone.

13.04 The Employer agrees that communications between an Employee and **the Employee's** Representative are confidential.

Written Confirmation

13.05 The reasons for the discipline or discharge shall be set out in writing. The reasons for discipline or discharge shall be provided to **the Employee** (or delivered to **the Employee's** last address provided to the Employer) within twenty four (24) hours following the imposition of the discipline or discharge. The written reasons shall set out the grounds for the discipline or discharge.

Disciplinary Record

13.06 The Employer agrees not to introduce as evidence in the case of discipline or discharge against an Employee any document from the file of that Employee, that was not provided to **the Employee** on or before the time that document was placed on **the Employee's** file.

13.07 The record of an Employee shall not be used against **the Employee** at any time after two (2) years following a disciplinary action, including letters of reprimand or any adverse reports, provided no additional disciplinary action was imposed within the two (2) year period.

13.08 Notwithstanding paragraph 13.07, all disciplinary action in regards to resident abuse will remain on the record for a period of four (4) years and will be removed after four (4) years, provided there has been no subsequent discipline during that four (4) year period.

ARTICLE 14 -
Confidentiality

14.01 All Employees will be required to sign a Confidentiality Agreement with respect to medical, client and corporate information as a condition of employment, which Agreement continues to be in effect after termination of employment.

ARTICLE 15 -
Grievance Procedure and Arbitration

- 15.01 The Employer and the Union recognize that grievances may arise in respect of:
- (a) the interpretation, application, administration or alleged contravention of this Agreement, including whether or not a matter is arbitral;
 - (b) an alleged violation of a term or condition of this Agreement;
 - (c) disciplinary action resulting in reprimand, demotion or suspension;
 - (d) discharge; or
 - (e) letters or notations of discipline placed on an Employee's personnel file.
- 15.02 The procedure for the final resolution of grievances is through the grievance procedure, and, if a grievance is not resolved, to arbitration.

Representation

- 15.03 If **an Employee** so desires, they may be assisted and represented by the Union when presenting a grievance.
- 15.04 Where an Employee has been represented by the Union in the presentation of **the Employee's** grievance, the Employer will provide the appropriate Representative of the Union with a copy of the Employer's decision at each level of the grievance procedure.
- 15.05 The Union shall have the right to initiate and present a grievance in accordance with the grievance procedure related to the application or interpretation of this Agreement. The Employer shall have the right to initiate and present grievances, which shall be filed directly with the Union, at its office in Iqaluit.

Procedures

- 15.06 An Employee or the Union who wishes to present a grievance at any prescribed level in the grievance procedure shall transmit this grievance in writing to the Director of Care who shall:
- (a) forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate level; and
 - (b) provide **the Employee** or the Union (whichever presents the grievance) with a receipt stating the date on which the grievance was received by the Employer.

- 15.07 Except as otherwise provided in this Agreement, a grievance shall be processed by recourse to the following steps:
- (a) First Level (Director of Care);
 - (b) Final Level (Board of Directors); and
 - (c) Arbitration.
- 15.08 The Union shall have the right to consult with the Employer with respect to a grievance at each or any level of the grievance procedure.
- 15.09 An Employee may, by written notice to the Director of Care, withdraw **their** grievance provided that where **the Employee** is being represented by the Union, the Union has, in writing, approved the withdrawal.

Time Limits

- 15.10 An Employee or the Union shall present a grievance in writing at the First Level no later than twenty one (21) calendar days after the date of the action or circumstances giving rise to the grievance.
- 15.11 The Employer shall reply in writing to a grievance within fourteen (14) calendar days at the First Level and within thirty (30) calendar days at the Final Level. **The Employee** or the Union shall provide the Employer with a receipt stating the date on which the reply was received by **the Employee** or the Union.
- 15.12 If an Employee or the Union is not satisfied with the Employer's reply at any level of the grievance procedure, **the Employee** or the Union may present a grievance at the next level of the procedure within twenty (20) calendar days after the Employer's reply at the previous level has been given in writing to **the Employee** by the Employer, or where the Employer has not given a decision to **the Employee** within the time set out in Article 15.11 within twenty (20) calendar days after the day the reply was due.
- 15.13 The time limits stipulated in this Article may be extended by mutual agreement between the Employer and the Union. Grievances that are not presented or advanced within the time limits set out in this Article are abandoned, and may not later be presented or advanced.

Termination of Employment

- 15.14 When an Employee is dismissed, **the Employee** shall be given notice in writing setting out the reasons for the dismissal. When an Employee is dismissed the grievance procedure shall apply except that the grievance may be presented at the Final Level.

Arbitration

- 15.15 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement including any question as to whether a matter is arbitrable, or where an allegation is made that a term or condition of this Agreement has been violated, either of the parties may, after exhausting the grievance procedure in this Article, notify the other party in writing within twenty-one (21) days of the receipt of the reply at the Final Level, of **their** desire to submit the difference or allegation to arbitration.
- 15.16 The parties agree that arbitration referred to in Article 15.15 shall be by a single arbitrator.
- 15.17 The parties will attempt to come to an agreement on the selection of an Arbitrator within thirty (30) calendar days of the date on which notification by either party to submit the difference or allegation to arbitration was made, or such further period as may be mutually agreed upon by the parties.
- 15.18 In the event that the Employer and the Union are unable to agree upon the selection of the Arbitrator, the Minister of Labour of Canada shall be requested to appoint an Arbitrator, and it is agreed that the Arbitrator so appointed shall act as the single Arbitrator.
- 15.19 The Arbitrator shall hear and determine the difference or allegation and shall issue a written decision and that decision is final and binding upon the parties and upon any employee affected by it.
- 15.20 The Arbitrator shall sign the award and copies shall be provided to the parties within three (3) months of the hearing.
- 15.21 The Arbitrator shall not have the authority to alter or amend any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or to render any decision contrary to the terms and provisions of this Agreement.
- 15.22 In addition to the powers granted to arbitrators under the *Canada Labour Code* the Arbitrator may:
- (a) alter; replace or substitute any discipline imposed on an Employee with any other discipline which the Arbitrator considers fair and reasonable, except where this Agreement provides a specific disciplinary penalty;
 - (b) determine that where the discharge of **the Employee** is not appropriate, direct the Employer to reinstate **the Employee** and pay to **the Employee** a sum equal to **the Employee's** wages lost by reason of **their** dismissal, or such less sum as in the opinion of the Arbitrator is fair and reasonable, or make such order as the Arbitrator considers fair and reasonable having regard to the terms of this Agreement.
- 15.23 Where a party has failed to comply with any of the terms of the decision of the Arbitrator, either party or Employee affected by the decision may, after the

expiration of fourteen (14) calendar days from the date of the release of the decision or the date provided in the decision for compliance, whichever is later, file in the office of the Clerk of the Federal Court of Canada, a copy of the decision, exclusive of the reason therefore in the prescribed form, whereupon the decision may be entered in the same way as the judgement or an order of that court and may be enforceable as such.

- 15.24 The Employer and the Union shall each pay one-half (½) of the remuneration and expenses of the Arbitrator and each party shall bear its own expenses of every such arbitration.

ARTICLE 16 - Paid Holidays

- 16.01 The following days are paid holidays for Employees covered by this Agreement:

New Year's Day;
Good Friday;
Victoria Day;
Canada Day (July 1);
Nunavut Day;
Civic Holiday (first Monday in August);
Labour Day;
Thanksgiving Day;
Remembrance Day;
Christmas Day;
Boxing Day.

- 16.02 To be eligible for a paid holiday, an Employee must have completed fifteen (15) days continuous service with the Employer. Any Employee who is not at work as scheduled on the working day immediately preceding or following a paid holiday will not be eligible to receive holiday pay for that day, except with the approval of the Employer.

Holiday Falling on a Day of Rest

- 16.03 When a paid holiday under Article 16.01 coincides with an Employee's day of rest, the paid holiday shall be moved to **the Employee's** first working day following **their** day of rest or to another day mutually agreed upon between **the Employee** and the Employer.
- 16.04 When a paid holiday for an Employee is moved to another day under the provisions of Article 16.03:
- (a) work performed by an Employee on the day from which the 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 paid holiday was moved, shall be considered as work performed on a paid holiday.
- 16.05 When the Employer requires an Employee to work on a paid holiday, **the Employee** shall be paid, in addition to the pay that they would have been granted had they not worked on the paid holiday, one and one-half (1½) times the hourly rate for all hours worked.
- 16.06 Where a paid holiday for an Employee falls within a period of leave with pay the paid holiday shall not count as a day of leave.

**ARTICLE 17 -
Leave - General**

- 17.01 When an Employee is in receipt of an allowance and is granted leave with pay, **the Employee** is entitled during the period of leave to receive the allowance. When an Employee is on leave of absence without pay, **the Employee** is not entitled to any pay, allowance or benefits, unless specifically provided in this Agreement.
- 17.02 During the month of December in each year, the Employer shall inform each Employee in the Bargaining Unit, in writing, the balance of **their** vacation leave which must be used by March 31, of the following year.
- 17.03 When the Employer rejects an Employee's application for vacation leave the reasons for the rejection shall be provided to **the Employee** in writing.

**ARTICLE 18 -
Vacation Leave**

- 18.01 Paid Vacation Days for Permanent Employees:
 - (a) Paid vacation days are earned from April 1st to March 31st of each year;
 - (b) Paid vacation days are earned as follows:
 - (i) During the first three years of employment, vacation time will be earned at a rate of 1 ¼ day per month if **the Employee** worked a minimum of 80 hours in that month, excluding hours of sick leave for a maximum of 15 Paid Vacation days per year;
 - (ii) From the fourth year of employment to the eighth year of employment, vacation leave will be earned at a rate of 1 ½ days per month if **the Employee** worked a minimum of 80 hours in that month, excluding hours of sick leave for a maximum of 18 Paid Vacation days per year;

- (iii) From the eighth year of employment vacation leave will be earned at a rate of 1 11/12 days per month if **the Employee** worked a minimum of 80 hours in that month, excluding hours of sick leave for a maximum of 23 Paid Vacation days per year.
 - (c) for Employee who work a normal 5, 6, 7, 7.5 or 8 hour day, the vacation day is paid at the rate of 5, 6, 7, 7.5 or 8 hours respectively;
 - (d) Vacation days may be taken after six months of continuous employment;
 - (e) Vacation days may not be advanced for any reason;
 - (f) Northern Subsidy will be included in the Paid Vacation.
- 18.02 In the event a Permanent Employee is granted maternity or parental leave without pay **their** Paid Vacation days shall be paid out prior to the commencement of the leave based on the dollar value of the accumulated vacation pay benefit held by the Employer.
- 18.03 In the event **the Employee** dies, is terminated or laid-off, **the Employee** or, in the case of death, **the Employee's** estate shall receive **the Employee's** outstanding vacation entitlement based on the dollar value of the accumulated vacation pay benefit held by the Employer.
- 18.04 The number of Employees being granted vacation at the same time is totally dependant upon the staffing/operational requirements of the Employer's facility.
- 18.05 For the purposes of vacation entitlement, seven (7) consecutive calendar days equals one (1) vacation week. Vacations must be taken in minimum of one (1) week blocks.
- 18.06 Vacation shall not accumulate from year to year and all vacation days must be taken by March 31. Vacation days which have not been taken by March 31, shall be paid out to **the Employee**.
- 18.07 Vacation days may only be paid out once each calendar year.
- 18.08 All casual Employees shall receive the 4% of **their** gross salary, excluding the northern subsidy, paid on **their** regular pay cheques.
- 18.09 All vacations must be requested at least thirty (30) days in advance, and must be approved by the Employer before they can be taken. An Employee's request for vacation leave will be responded to, in writing, by the Employer within a reasonable period of time. Requests received after a schedule has been posted, will not be granted. Where more than two permanent Employees request the same vacation time off, priority shall be given to the date of the request.

ARTICLE 19 -
Sick Leave

- 19.01 Sick leave is used only to provide income protection for Employees who are unable to work due to:
- (a) illness,
 - (b) injury,
 - (c) attendance at a scheduled medical test or appointment; and
 - (d) travel to a scheduled medical test or appointment as provided in this Article.
- 19.02 For each month in which a permanent Employee receives pay for at least ten (10) working days, **the Employee** shall accumulate sick leave at the following rates:
- (a) for permanent full-time Employees, at the rate of 8.75 hours per month; and
 - (b) for permanent part-time Employees, sick leave shall be prorated. Employees shall accumulate sick leave at the percentage of 8.75 hours per month that is equal to the percentage that **the Employee's** weekly hours compare to 35.
- 19.03 All absences on account of illness, injury, or a scheduled medical test or appointment on a day that an Employee is scheduled to work shall be charged against **the Employee's** accumulated sick leave.
- 19.04 An Employee's sick leave shall be charged for all hours **the Employee** is absent from work because of illness or injury.
- 19.05 An Employee's sick leave shall be charged for the length of **the Employee's** shift on a day that an Employee is scheduled to work when **the Employee** is required to attend a scheduled medical test or appointment that is scheduled outside of Chesterfield Inlet, or for the length of the scheduled test or appointment when the appointment is scheduled in Chesterfield Inlet.
- 19.06 In order to receive sick leave benefits, an Employee is required to complete a form requesting sick leave and submit it to the Employer.
- 19.07 In addition to Article 19.06, in order to receive sick leave benefits, an Employee is required to produce a medical certificate from a qualified medical practitioner or community health nurse, certifying that **the Employee** is unable to carry out **their** duties due to illness:
- (a) for sick leave in excess of three (3) working days;

- (b) for any additional sick leave in a year when in the same year **the Employee** has been granted nine (9) days sick leave.

The Employer has the right to waive this requirement by advising an Employee that **the Employee** is not required to provide a medical certificate.

- 19.08 In order to receive sick leave, and to allow the Employer to replace Employees to meet the staffing needs of the Employer, **the Employee** must make every reasonable effort to notify the Employer of illness before the beginning of the shift they are scheduled to work:
- (a) For day shift and shorter day shift, as well as kitchen and maintenance Employees, **the Employee** must notify the Employer before 6:00 AM;
 - (b) For evening shift and shorter evening shift **the Employee** must notify the Employer before 12:00 noon; and
 - (c) For Night shift, **the Employee** must notify the Employer before 4:30 PM.
- 19.09 Where an Employee is granted a leave of absence without pay, or an Employee is laid-off, and **the Employee** returns to work upon expiration of such leave of absence or is recalled from lay-off, **the Employee** shall retain any unused sick leave existing at the time of lay-off or commencement of leave of absence without pay.
- 19.10 When an Employee is required by a qualified medical practitioner or community health nurse to travel outside of Chesterfield Inlet for a scheduled medical test or appointment, **the Employee** will receive sick leave:
- (a) for the length of **the Employee's** shift on a day that an Employee is scheduled to work, for travel to the medical test or appointment, if **the Employee** was scheduled to work on the day that **the Employee** travels to the test or appointment, or the portion of that shift **the Employee** is unable to work due to travel; and
 - (b) for the length of **the Employee's** shift on a day that an Employee is scheduled to work, for travel from the medical test or appointment, if **the Employee** was scheduled to work on the day that **the Employee** travels from the test or appointment, or the portion of that shift **the Employee** is unable to work due to travel.
- 19.11 Where an Employee travels from Chesterfield Inlet to a scheduled medical test or appointment and attends the medical test or appointment on the same day, **the Employee** shall only receive sick leave for the length of the shift that **the Employee** was scheduled to work on that day, or the portion of that shift **the Employee** is unable to work due to travel.
- 19.12 Where an Employee attends a scheduled medical test or appointment and travels to Chesterfield Inlet on the same day, **the Employee** shall only receive sick leave for

the length of the shift that **the Employee** was scheduled to work on that day or the portion of that shift **the Employee** is unable to work due to travel.

- 19.13 If an Employee is scheduled to work on a paid holiday, and is unable to work for one of the reasons in Article 19.01, **the Employee** shall be paid the pay that **the Employee** would have been granted had **the Employee** not worked on the paid holiday. **The Employee** will also be paid the difference, if any, between that pay and the sick leave that **the Employee** would have received on that day.

ARTICLE 20 - Bereavement Leave

- 20.01 In the event of the death of a Permanent Employee's spouse, son or daughter (biological or adopted), father, mother, brother or sister (biological or adopted), stepmother, stepfather, stepbrother, stepsister, grandfather, grandmother, grandchild (biological or adopted) up to **six (6)** days paid bereavement leave **shall** be granted to the Permanent Employee.
- 20.02 The permanent Employee may request an additional Leave of Absence without pay thereafter in extenuating circumstances.

ARTICLE 21 - Maternity Leave without Pay

- 21.01 An Employee, who has been employed by the Employer for a period of at least six (6) months, and who becomes pregnant shall be granted seventeen (17) consecutive weeks maternity leave without pay commencing at any time during the seventeen (17) week period immediately preceding the expected date of delivery, provided that **the Employee** gives the Employer written notice at least four (4) weeks before the day on which **the Employee** expects to commence her leave.
- 21.02 The Employer may:
- (a) upon written request from **the Employee**, defer the commencement of maternity leave without pay of an Employee or terminate it earlier than seventeen (17) weeks after the date of the termination of **the Employee's** pregnancy;
 - (b) grant maternity leave without pay to an Employee to commence earlier than seventeen (17) weeks before the expected termination of **the Employee's** pregnancy;
 - (c) where maternity leave without pay is requested, require an Employee to submit a medical certificate certifying pregnancy.

- 21.03 Where a pregnant Employee produces a statement from **the Employee's** physician that **the Employee's** working conditions may be detrimental to **their** health or that of **their** s foetus, the Employer shall, at its discretion, either temporarily modify **the Employee's** working conditions for the duration of the period that the physician has identified, or allow **the Employee** to take leave of absence without pay for the duration of the period that the physician has identified.
- 21.04 **Leave granted under this Article shall be counted for the calculation of continuous employment.**
- 21.05 A Permanent Employee's illness arising due to **the Employee's** pregnancy and prior to this leave of absence without pay may be dealt with under ARTICLE 19 -.
- 21.06 **Illness arising due to pregnancy during employment and prior to the commencement of maternity leave without pay may be treated as sick leave, provided the provisions of Article 19 are met.**

**ARTICLE 22 -
Parental Leave without Pay**

- 22.01 Where an Employee, who has been employed by the Employer for a period of at least six (6) months, has or will have the actual care or custody of **their** newborn child, or an Employee commenced proceedings to adopt a child or obtains an order for the adoption of a child, **the Employee** shall be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks. This leave without pay shall be taken during the fifty-two (52) week period immediately following the day the child was born or, in the case of adoption, within the fifty-two (52) week period from the date the child comes into **the Employee's** care and custody.
- 22.02 Parental leave without pay must be requested in writing at least four weeks prior to the commencement of the leave.
- 22.03 Parental leave without pay taken by an Employee in conjunction with maternity leave shall be taken immediately after the termination of maternity leave and the duration of both periods of leave without pay combined shall not exceed a total of fifty-two (52) weeks.
- 22.04 **Leave granted under this Article shall be counted for the calculation of continuous employment.**
- 22.05 Parental leave without pay utilized by an Employee couple, both of whom are employed by the Employer, in conjunction with maternity leave shall not exceed a total of fifty-two (52) weeks.

- 22.06 When parental leave is taken by an Employee couple, both of whom are employed by the Employer, parental leave without pay shall not exceed a total of thirty-seven (37) weeks for both Employees combined.

ARTICLE 23 - Other Types of Leave

Court Leave

- 23.01 An Employee will be granted leave without pay:
- (a) to serve on a jury and the jury selection process; or
 - (b) to answer a subpoena or summons to attend as a witness in any proceeding authorized by law to compel the attendance of witnesses.

Injury on Duty Leave

- 23.02 All Employees are eligible for Workers' Compensation for injuries incurred while on duty.
- 23.03 Any injury must be reported to the Employer immediately and written incident report completed before **the Employee** leaves the Employer's premises, except in extenuating circumstances.
- 23.04 If **the Employee** requires treatment at the Health Center, **the Employee** will be given a Functional Abilities Assessment Form to take to the Health Center. **The Employee** will provide this form to the nurse, and request that the form be completed by the nurse. **The Employee** will return the completed form to the Employer as soon as it is completed.
- 23.05 The Employer is committed to providing a comprehensive Modified Work program to assist Employees in returning to the full duties of **their** position. The Employer will advise the Union of all modified work programs that extend beyond ten (10) days.
- 23.06 **The Employee** is required to complete the necessary Workers' Safety and Compensation Commission reports and insure that they are sent to the Workers' Safety and Compensation Commission.
- 23.07 When an Employee is unable to work as a result of workplace injury and has filed a Workers' Safety and Compensation Commission claim for the injury, **the Employee** shall receive sick leave, if sick leave credits are available, for the period that **the Employee** is unable to work.
- 23.08 **The Employee** shall assign to the Employer any amounts due to **the Employee** from the Workers' Safety and Compensation Commission. When the Employer

receives these amounts from the Workers' Safety and Compensation Commission, the Employer shall reinstate an equivalent amount of sick leave credits to **the Employee.**

Leave Without Pay

23.09 The Employer in its sole discretion may grant leave of absence without pay to any Employee requesting such leave. Such request is to be in writing and approved by the Employer.

**ARTICLE 24 -
Compassionate Care Leave**

24.01 **The Employer and the Union recognize the importance of access to leave to provide care or support to a gravely ill family member with a significant risk of death.**

24.02 **For the purposes of this Article, the definition of family member shall include:**

- (a) **Employee's spouse, including common-law spouse;**
- (b) **Child or child of the Employee's spouse;**
- (c) **Employee's parent or spouse of the Employee's parent; and**
- (d) **Any other person who is defined as a family member under Section 23.1(1) of the *Employment Insurance Act*.**

24.03 **An Employee shall be granted up to eight (8) weeks of Compassionate Care Leave without pay to provide care and support for 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.**

24.04 **The period of Compassionate Care Leave shall begin with the earlier of the day that the Employee commences leave or the date the medical certificate is issued, and shall end on the Saturday in the earlier of the twenty sixth (26th) week after the leave begins or the week the family member dies.**

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

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

- 24.07 **An Employee who intends to request Compassionate Care Leave shall make every effort to provide reasonable notice to the Employer and shall, except in exceptional circumstances, provide advance notice to the Employer.**
- 24.08 **Leave granted under this Article shall be counted for the calculation of continuous employment.**
- 24.09 **Compassionate Care Leave for two or more Employees of the Employer for the same family member shall not exceed eight (8) weeks in total.**

**ARTICLE 25 -
Short Term Leave for Training Purposes**

- 25.01 Leave with or without pay to take advanced or supplementary professional or technical training up to one academic year may be granted by the Employer to an Employee upon written application.
- 25.02 Full or partial financial assistance in respect of salary and benefits, tuition, travelling and other expenses may be granted during such leave:
- (a) where **the Employee** has become technically obsolete and requires retraining to satisfactorily carry out the work assigned to them; or
 - (b) where the courses are required to keep **the Employee** abreast of new knowledge and techniques in **their** field of work; or
 - (c) where qualified persons cannot be recruited to carry out essential work and it is necessary to train Employees.
- 25.03 Where an Employee provides the Employer with evidence that **they** have successfully completed a course the Employer may reimburse **the Employee** the tuition fees if the course is of value to **the Employee's** work.
- 25.04 Under this Article, leave with full or partial financial assistance in respect of salary will carry with it the obligation for **the Employee** to return after leave to work for the Employer for a period equivalent to the leave.
- 25.05 Where a request for leave under this article has been submitted by an Employee, the Employer shall, within sixty (60) calendar days from the date of **the Employee's** submission, advise **the Employee** whether **the** request has been approved or denied.

**ARTICLE 26 -
Hours of Work**

- 26.01 Hours of work for Activity Aids:

- (a) Day shift is a seven (7) hour shift worked between 8:00 AM and 4:00 PM. Employees working this shift are entitled to two (2) paid fifteen (15) minute breaks and one sixty (60) minute unpaid lunch break.
- (b) Shorter day shift is a six (6) hour shift between 7:00 AM and 1:00 PM. Employees working this shift are entitled to one thirty (30) minute paid break, or at the option of **the Employee**, two fifteen (15) minute paid breaks.
- (c) Evening shift is a seven (7) hour shift between 4:00 PM and 11:00 PM. Employees working this shift are entitled to two fifteen (15) minute or one (1) half hour paid break. A light meal is provided for Employees working the evening shift. This is counted as a paid break as Employees are responsible for the care and safety of the clients assigned to them during the meal period. This meal is ready for Employees at 5:00 PM and may be eaten at **their** discretion.
- (d) Shorter evening shift is a five (5) hour shift between 4:00 PM and 9:00 PM. Employees working this shift are entitled to one fifteen (15) minute paid break during **their** shift. This is counted as a paid break as Employees are responsible for the care and safety of the clients assigned to them during the meal period. A light meal is ready for Employees at 5:00 PM and may be eaten at **their** discretion.
- (e) Night shift is a shift between 11:00 PM and 8:00 AM. Employees working this shift shall be paid as follows:
 - (i) 8 hours regular pay
 - (ii) 1 hour paid overtime
 - (iii) A night shift bonus equivalent to ½ hour regular pay.

26.02 Kitchen Employees shall work shifts of seven (7) or seven point five (7.5) hours per day. Employees working this shift shall receive two fifteen (15) minute paid breaks, and one sixty (60) minute unpaid lunch break.

26.03 Maintenance Employees shall work shifts of eight (8) hours per day. Employees working this shift shall receive two fifteen (15) minute paid breaks and one sixty (60) minute unpaid lunch break.

26.04 The days and hours of the work week may be changed from time to time by the Employer in order to meet the operational requirements of the facility.

26.05 When the Employer determines that it is necessary to change the hours of the above shifts, or to add new shifts, the Employer will provide **the Employees** with a minimum of four (4) weeks notice.

- 26.06 The shifts worked by an employee may be changed from time to time by the Employer in order to meet the operational requirements of the facility. Employees will be given reasonable notice of shift changes. Permanent full-time Employees will have at least eight (8) hours between shifts, except where the Employer and **the Employee** agree otherwise.
- 26.07 No Employee has a guarantee of any hours.
- 26.08 All Employees are required to report and be ready to begin work for **their** assigned shift when **their** shift is scheduled to commence.
- 26.09 Employees will be required to punch in **their** time card when they are ready to begin work, not when they arrive at the Employer's facility. Employees will only be paid for hours worked – they will not be paid if they are late, or if they do not report for work when scheduled. If an Employee is late, **their** pay will be docked according to the times shown on **the Employee's** time card as recorded by the time clock, in fifteen (15) minute increments. Employees will not be entitled to make up time.
- 26.10 Employees are required to work until the end of **their** scheduled shift. Employees shall not punch out **their** time card until the end of **their** scheduled shift.
- 26.11 Where an Employee has been scheduled for a shift and has not attended at work to perform that shift; or where an Employee has been unable to complete a scheduled shift; and the Employer determines that it is necessary to fill the shift or part of the shift, the Employer will fill that shift or part of the shift as follows:
- (a) the Employer will first telephone part time Employees, in order of seniority, to see if any of them wish to come and work the shift or part of the shift;
 - (b) if no part time Employees are willing to come and work the shift or part of the shift, the Employer will then telephone casual Employees to see if any of them wish to come and work the shift or part of the shift.
 - (c) If no casual Employees are willing to come and work the shift or part of the shift, the Employer will then telephone full time Employees, in order of seniority, to see if any of them wish to come and work the shift or part of the shift.
 - (d) If no full time Employees are willing to come and work the shift or part of the shift, the Employer will then telephone full time Employees, in reverse order of seniority, and require the least senior full time Employee(s) that the Employer can contact by telephone to work the shift or the part of the shift.
- 26.12 If an Employee who is scheduled for a shift has not attended at work, telephoned the Employer or otherwise made direct contact with the Employer within fifteen (15) minutes after the start of the shift, the Employer may fill the shift in accordance with Article 26.11 above.

**ARTICLE 27 -
Overtime**

- 27.01 In this Article:
- (a) "Straight time rate" means the hourly rate of remuneration;
 - (b) "Time and one-half" means one and one-half times the straight time rate.
- 27.02 Subject to operational requirements, the Employer shall make every reasonable effort 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.
- 27.03 An Employee who works overtime shall be compensated at time and one half (1 ½) for all overtime hours worked.
- 27.04 When overtime compensation is paid, the pay statement shall indicate the pay period, rate of overtime and the number of overtime hours.
- 27.05 The Employer must authorize all overtime in advance.

**ARTICLE 28 -
Pay**

- 28.01 Employees shall be paid for **their** position at the pay rates in Appendix A.
- 28.02 Employees shall be paid on a biweekly basis each Pay Period. Pay Day shall be defined as the Thursday following the end of a Pay Period. The Employer will make direct deposit available to Employees.
- 28.03 There shall be no payroll advances for any reason.

Experience Increments

- 28.04 A **Permanent Employee** holding a position for which there is a minimum and maximum rate of pay shall be granted an increase in pay of one step (until **the Permanent Employee** reaches the maximum for the position) **on the anniversary date of the Permanent Employee's hiring.**
- 28.05 Employees who have earned overtime, or any other allowances, in addition to **their** regular pay, should receive such remuneration in the Pay Period in which it was earned, but in any event shall receive such remuneration on the Pay Day for the following Pay Period.
- 28.06 Where paycheques, pay stubs, T4 information slips, and any other Employee-specific pay and benefit items are distributed to Employees at **their** place of work,

they shall first have been placed in sealed envelopes. Pay stubs shall show **the Employee's** name, the Pay Period being paid, the particulars of wages and benefits paid, the deductions taken from the pay, and **the Employee's** net pay.

Salary Increases

28.07 The Employer agrees to pay the negotiated salary and benefit increases to every Employee not later than thirty (30) calendar days following the date that this Agreement is signed and on the first pay day after any subsequent salary increases become effective.

ARTICLE 29 - Recall to Work

29.01 If an Employee is recalled to work after having left the Employer's facility on completion of **the Employee's** scheduled shift, **the Employee** shall receive the greater of the overtime rate for all hours worked when **the Employee** is recalled to work, or four (4) hours' pay at **the Employee's** straight time hourly rate.

This provision shall not be applicable to overtime hours worked over and above eight hours worked in conjunction with **the Employee's** regularly scheduled shift.

ARTICLE 30 - Standby

30.01 There shall be no standby.

ARTICLE 31 - Pay for Travel on Behalf of Employer

Escort Travel

31.01 Where an Employee is required by the Employer to perform escort duties, **the Employee** will be paid eight (8) hours pay at **the Employee's** regular rate of pay, and four hours pay at time and one half for each 24 hour period **the Employee** is on escort duty. Accommodations while on escort duty are provided by the Employer. Where meals are not provided, **the Employee** will be paid \$70.00 per day for meals for each day on escort duty.

Conferences

31.02 When an Employee is required by the Employer to travel to a conference outside of Chesterfield Inlet, **the Employee** will be paid eight (8) hours pay at **the Employee's** regular rate of pay for each day at the conference, or days spent travelling to and from the conference. Accommodations while on conference are provided by the Employer. Where meals are not provided, **the Employee** will be

paid seventy dollars (\$70.00) per day for meals for each day at the conference, or days spent travelling to and from the conference.

- 31.03 An Employee who is authorized to travel on the Employer's business, except for Escort duty under Article 31.01 and Conferences under Article 31.02 will be reimbursed at a daily rate of seventy dollars (\$70.00) for meals, except where meals are provided.

ARTICLE 32 - Vacancies, Job Postings, Promotions and Transfers

- 32.01 The Employer is committed to finding the most qualified Employee for every job as well as abiding by Article 23 of the *Nunavut Land Claims Agreement*.
- 32.02 The Employer is also committed to promoting, where qualified existing Employees.
- 32.03 When the Employer determines that it is necessary to hire a Permanent Employee, the Employer shall advertise the position, and the deadline for applying.
- 32.04 Positions will be posted for seven (7) days internally before being posted externally.
- 32.05 In filling any Permanent position, the Employer will consider the merit of all candidates. Where two or more candidates are considered by the Employer to be of equal merit, length of service shall be the deciding factor.
- 32.06 Nothing in this Article requires the Employer to fill any vacancies.
- 32.07 Temporary assignments will be posted in the same manner as Permanent positions.

Probationary Period

- 32.08 A newly hired Permanent Employee shall be on probation for a period of 898 hours. The Employer may, prior to the expiry of the 898 hours, extend the probationary period for a further period of 449 hours. During the initial probationary period, **the Employee** shall be entitled to all rights and benefits of this Agreement.
- 32.09 A probationary Employee shall be eligible to apply for permanent vacancies in the same manner as non-probationary Employees.

ARTICLE 33 - Job Descriptions

- 33.01 When an Employee is first hired into a position in the Bargaining Unit, or when an Employee moves into another position in the Bargaining Unit, the Employer shall provide **the Employee** with a current, accurate and written job description of the Employee's position.

- 33.02 The Employer shall post, on the union bulletin board, current, accurate and written job descriptions for all positions in the Bargaining Unit.

ARTICLE 34 - New Position

- 34.01 If a new or revised position is implemented by the Employer, the Employer shall, before applying the new or revised position, negotiate with the Union the rates of pay and the rules affecting the pay of Employees for the position affected. If the parties fail to reach agreement within sixty (60) days from the date on which the Employer submits the new or revised position 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.

ARTICLE 35 - Employee Performance Review and Employee Files

Employee Performance Review

- 35.01 When a formal review of an Employee's performance is made, **the Employee** concerned shall be given the opportunity to discuss and then sign the review form in question to indicate that its contents have been read and understood. **The Employee** shall also be given the opportunity to provide written comments to be attached to the performance review.

Employee Files

- 35.02 An Employee, or a Representative with the written authority of an Employee, shall be entitled to review that Employee's personnel file, in the presence of a representative of the Employer. **The Employee** or the Representative may make such copies, at **the Employee's** expense, as **the Employee** or Representative deems necessary.
- 35.03 Each Employee shall have one personnel file, which is the property of the Employer.

ARTICLE 36 - Seniority

- 36.01 Seniority is defined as the length of continuous service with the Employer and shall be applied on a Bargaining Unit wide basis.
- 36.02 The Employer shall maintain a seniority list showing the date upon which each Employee's service commenced. The seniority list shall be kept current, a copy of which shall be posted on the bulletin board, and shall be sent to the Union every six (6) months.

36.03 Seniority will be lost in the following circumstances:

- (a) where employment is terminated;
- (b) where an Employee has abandoned **their** position;
- (c) where an Employee has been on layoff for more than twelve (12) months;
- (d) where an Employee on layoff is recalled to work and does not return to work.

**ARTICLE 37 -
Layoff and Job Security**

37.01 There shall be no layoff of any Permanent Employee during the life of this Agreement, except for layoff due to lack of work, lack of funding or discontinuance of a function.

37.02 In the event of layoff, Permanent Employees shall be laid off in reverse order of their seniority within the position.

37.03 Before an Employee is laid off, the Employer will give **the Employee** as much notice as possible. As a minimum, the Employer shall give each Employee five (5) days notice, or five (5) days pay in lieu of notice, or some combination of notice and pay in lieu of notice totalling five days prior to lay off. The Employer shall provide the Union with notice at the same time as **the Employee** is given notice.

37.04 If a Permanent Employee is laid off for a period greater than 12 months from the date of layoff, **the Employee** shall be considered to have been terminated, and shall be entitled to receive termination pay in accordance with the below schedule. For the purposes of calculating length of service for the payment of termination pay, the Permanent Employee shall be considered to have been employed until the expiry of 12 months following the date of lay off.

Length of Service	Amount of Pay
Less than 3 years	Two weeks
3 years or more, but less than 4 years	Three weeks
4 years or more, but less than 5 years	Four weeks
5 years or more, but less than 6 years	
6 years or more, but less than 7 years	

- 37.05 The last Employee laid off within the position shall be the first recalled provided **the Employee** is qualified to do the work and has not lost **their** seniority.
- 37.06 A new Permanent Employee shall not be hired if there is a Permanent Employee on layoff provided the laid-off Employee is qualified to do the work for which the new Employee would be hired and provided **the Employee** has not lost **their** seniority.
- 37.07 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.
- 37.08 **The Employee** shall keep the Employer advised at all times of **their** current address. **The Employee** shall return to work within ten (10) working days of receipt of notice of recall.

ARTICLE 38 - Labour-Management Committee

- 38.01 A Joint Labour-Management Committee shall be established to consult on matters of mutual interest; it being understood that the Joint Labour-Management Committee shall have no right to alter or amend the Collective Agreement or to usurp the role of staff meetings.
- 38.02 The Joint Labour-Management Committee shall be comprised of two (2) representatives from the Bargaining Unit and two (2) representatives from the Employer with each party choosing **their** respective representatives. By mutual agreement of the parties, the number of representatives on the Joint Labour-Management Committee may be increased.
- 38.03 The Joint Labour-Management Committee will meet any time at the request of either party, but in any event will meet at least once every three (3) months. Meetings will be scheduled at a time mutually agreed upon by all representatives.
- 38.04 All matters for discussion shall be submitted to the Director of Care seven (7) calendar days in advance of each meeting to be placed on the agenda, except where agreed otherwise.
- 38.05 Time spent in Joint Labour-Management Committee meetings shall be deemed to be time worked.
- 38.06 The Joint Labour-Management Committee will keep minutes of its meetings, which shall be sent to the Union and the Employer.

ARTICLE 39 - Health and Safety

39.01 The Employer shall comply with all applicable federal, territorial, and municipal health and safety legislation and regulations.

Safety Act and Regulations

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

Right to Refuse Dangerous Work

39.03 An Employee shall have the right to refuse dangerous work as provided in the *Safety Act*.

Joint Occupational Health and Safety Committee

39.04 A Joint Occupational Health and Safety Committee (JOHSC) shall be established to consult on matters of occupational health and safety, identify potential dangers, recommend means of improving the health and safety programs, and obtaining information on hazards and standards.

39.05 The JOHSC shall be comprised of two (2) Employees and two (2) representatives from the Employer with each party choosing **their** respective representatives.

39.06 The JOHSC will meet any time at the request of either party, but in any event will meet at least quarterly. Time spent in committee meetings shall be deemed to be time worked and will be paid at regular rates.

39.07 Minutes shall be taken of all meetings and copies shall be sent to the Employer and the Union and upon request to a Safety Officer. The Employer shall facilitate the preparation and distribution of JOHSC minutes.

39.08 The Union and **the Employees** support the Employer in maintaining standards of safety and health in the Employer's facility to prevent injury and illness.

39.09 Employees shall observe all safety rules and practices.

First Aid, CPR, WHMIS or other health and safety courses

39.10 When the Employer requires Employees to attend First Aid, CPR, WHMIS or other health and safety courses, Employees who attend these courses shall be granted leave with pay for the hours spent at the courses. Employees who attend these courses on a day off will be paid for the hours spent at the courses.

39.11 The Employer will provide and maintain in good condition first aid kits in appropriate locations in the workplace.

Transportation of Injured Workers

39.12 The Employer shall provide, at no expense to **the Employee**, appropriate transportation to the Health Center, when such services are immediately required by an Employee as a result of injury occurring in the workplace.

Workplace Hazardous Materials Information Systems

39.13 The Employer shall identify in writing, new or presently used chemicals, substances or equipment present in the workplace including hazards, precautions and antidotes or procedures to be followed following exposure.

Smoke Free Environment

39.14 38.14 The Employer's facility is Smoke Free. Employees who wish to smoke during working hours may do so only during breaks authorized by the Employer. Smoking is not permitted within fifty (50) feet of any entrance to the Employer's facility.

Immunization

39.15 Annually each Employee must receive the flu vaccine unless **the Employee** has a demonstrated allergic reaction to the flu vaccine.

Zero Lift Philosophy

39.16 Back health and Back Care Awareness are significant components of a Health and Safety Program in a Care Facility. The Employer is committed to providing an environment that will support a Zero Lift Philosophy. All Employees must comply with the standards and policies of the facility related to lifting.

**ARTICLE 40 -
Drugs and Alcohol**

40.01 The Employer and the Union agree:

- (a) that alcohol and drug addictions are medical disorders, and
- (b) that the decision to acknowledge a disorder and undertake treatment is the responsibility of **the Employee**, and
- (c) that an Employee should be supported to remedy a disorder due to an addiction, and
- (d) that a decision to seek treatment will not affect job security, and

- (e) that benefits normally extended to Employees during a time of illness shall be extended to an Employee suffering from an addiction at such a time that **the Employee** seeks to correct this disorder, and
- (f) that matters pertaining to an individual seeking treatment or advice will be treated confidentially.

40.02 If **the Employee** reports for work under the influence of alcohol or drugs, the Supervisor will immediately send **the Employee** home. **The Employee** will not be paid for the shift, and may be subject to additional disciplinary action.

ARTICLE 41 - Technological Change

41.01 The Employer and the Union agree to abide by the provisions of the *Canada Labour Code* regarding technological change.

ARTICLE 42 - Civil Liability

42.01 The Employer agrees that as an Employer it has an obligation to defend any action or proceeding that may be brought against an Employee or a former Employee for any alleged tort committed by **the Employee** or former Employee in the performance of that Employee's duties.

ARTICLE 43 - Work Clothing

43.01 All Employees employed in the kitchen, the laundry and in housekeeping must wear aprons, provided by the Employer at no cost to **the Employees**, while at work.

43.02 All Employees employed as activity aids shall wear protective smocks, provided by the Employer at no cost to **the Employees**, while at work.

43.03 Employees working in the laundry are required to wear protective clothing, provided by the Employer at no cost to **the Employees**, while sorting and preparing soiled clothing for laundry.

43.04 All Employees are required to wear suitable footwear while at work. Shoes must have closed heels and toes. This footwear is to be worn while at work in the Employer's facility and not worn outside.

43.05 An Employee shall be reimbursed up to seventy dollars (\$70) per year for suitable footwear for use while on duty upon the submission of receipts for the footwear.

Lockers

43.06 The Employer shall provide a separate locker to each on-duty Employee for **their** personal use when on duty.

Laundry Service

43.07 The Employer shall launder the work clothing at no cost to **the Employee**.

**ARTICLE 44 -
Northern Allowance**

44.01 All Employees shall receive a Northern Allowance payment on all regular hours worked.

Effective January 1, 2016, the Northern Allowance payment shall be \$ 8.45 per hour for all regular hours worked.

Effective January 1, 2017, the Northern Allowance payment shall be \$ 8.70 per hour for all regular hours worked.

Effective January 1, 2018, the Northern Allowance payment shall be \$ 8.95 per hour for all regular hours worked.

Effective January 1, 2019, the Northern Allowance payment shall be \$9.20 per hour for all regular hours worked.

Effective January 1, 2020, the Northern Allowance payment shall be \$9.45 per hour for all regular hours worked.

**ARTICLE 45 -
Re-opener of Agreement and Mutual Discussions**

Re-opener of Agreement

45.01 This Agreement may be amended by mutual consent of the Employer and the Union.

Mutual Discussions

45.02 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 46 -
Duration and Renewal

- 46.01 The term of this Agreement shall be from **January 1, 2016 to December 31, 2020**. All provisions of this Agreement shall come into effect on the date of ratification, unless another date is specified.
- 46.02 Notwithstanding Article 46.01, the provisions of this Agreement, including the provisions for the adjustment of disputes in Article 15, shall remain in effect during the negotiations for its renewal, and until either a new Collective Agreement becomes effective or until the provisions of Section 89(1) of the *Canada labour Code* have been met.

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

46.04 Where notice to bargain collectively has been given under Article 46.03, the Employer shall not alter the rates of pay or any term or condition of employment or any right or privilege of **the Employees**, or any right or privilege of the Union until a renewal or revision of this Agreement has been concluded, or until the provisions of Section 89(1) of the *Canada Labour Code* have been met, unless the Union consents to the alteration of such a term or condition, or such a right or privilege.

SIGNED in Chesterfield Inlet, Nunavut, this 14 day of July, 2016, 2017

on behalf of
Pimaksirvik Corporation



Marc Ippiak
Director

on behalf of
Public Service Alliance of Canada



Jack Bourassa
Regional Executive Vice President -North



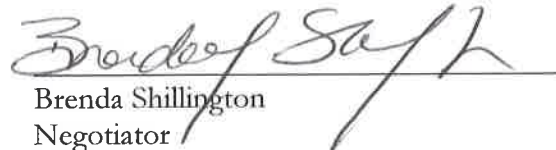
Roy Mullins



Vanessa Mimialik Director
Member



Glenn Tait
Negotiator



Brenda Shillington
Negotiator

Appendix 'A'

Rates of Pay

2016 (1%)						
Position	Casual	Step 1	\$ 15.30	Step 3	Step 4	Step 5
Activity Aid - Un-certified	\$ 14.55	\$ 14.92	\$ 16.73	\$ 15.68	\$ 16.06	\$ 16.48
Activity Aid - Certified	\$ 15.93	\$ 16.33	\$ 15.47	\$ 17.15	\$ 17.58	\$ 18.02
Kitchen Helper	\$ 14.73	\$ 15.09	\$ 17.85	\$ 15.87	\$ 16.26	\$ 16.67
Kitchen Manager	\$ 16.99	\$ 17.41	\$ 15.47	\$ 18.29	\$ 18.76	\$ 19.22
Housekeeping	\$ 14.73	\$ 15.09	\$ 15.47	\$ 15.87	\$ 16.26	\$ 16.67
2017 (1.25%)						
Position	Casual	Step 1	\$ 15.49	Step 3	Step 4	Step 5
Activity Aid - Un-certified	\$ 14.73	\$ 15.11	\$ 16.94	\$ 15.88	\$ 16.26	\$ 16.69
Activity Aid - Certified	\$ 16.13	\$ 16.53	\$ 15.66	\$ 17.36	\$ 17.80	\$ 18.25
Kitchen Helper	\$ 14.91	\$ 15.28	\$ 18.07	\$ 16.07	\$ 16.46	\$ 16.88
Kitchen Manager	\$ 17.20	\$ 17.63	\$ 15.66	\$ 18.52	\$ 18.99	\$ 19.46
Housekeeping	\$ 14.91	\$ 15.28	\$ 15.66	\$ 16.07	\$ 16.46	\$ 16.88
2018 (1.25%)						
Position	Casual	Step 1	\$ 15.68	Step 3	Step 4	Step 5
Activity Aid - Un-certified	\$ 14.91	\$ 15.30	\$ 17.15	\$ 16.08	\$ 16.46	\$ 16.90
Activity Aid - Certified	\$ 16.33	\$ 16.74	\$ 15.86	\$ 17.58	\$ 18.02	\$ 18.48
Kitchen Helper	\$ 15.10	\$ 15.47	\$ 18.30	\$ 16.27	\$ 16.67	\$ 17.09
Kitchen Manager	\$ 17.42	\$ 17.85	\$ 15.86	\$ 18.75	\$ 19.23	\$ 19.70
Housekeeping	\$ 15.10	\$ 15.47	\$ 15.86	\$ 16.27	\$ 16.67	\$ 17.09
2019 (1.25%)						
Position	Casual	Step 1	\$ 15.88	Step 3	Step 4	Step 5
Activity Aid - Un-certified	\$ 15.10	\$ 15.49	\$ 17.36	\$ 16.28	\$ 16.67	\$ 17.11
Activity Aid - Certified	\$ 16.53	\$ 16.95	\$ 16.06	\$ 17.80	\$ 18.25	\$ 18.71
Kitchen Helper	\$ 15.29	\$ 15.66	\$ 18.53	\$ 16.47	\$ 16.88	\$ 17.30
Kitchen Manager	\$ 17.64	\$ 18.07	\$ 16.05	\$ 18.98	\$ 19.47	\$ 19.95
Housekeeping	\$ 15.29	\$ 15.66	\$ 16.05	\$ 16.47	\$ 16.88	\$ 17.30

2020 (2%)						
Position	Casual	Step 1	\$ 16.20	Step 3	Step 4	Step 5
Activity Aid - Un-certified	\$ 15.40	\$ 15.80	\$ 17.71	\$ 16.61	\$ 17.00	\$ 17.45
Activity Aid - Certified	\$ 16.86	\$ 17.29	\$ 16.38	\$ 18.16	\$ 18.62	\$ 19.08
Kitchen Helper	\$ 15.60	\$ 15.98	\$ 18.90	\$ 16.80	\$ 17.22	\$ 17.65
Kitchen Manager	\$ 17.99	\$ 18.43	\$ 16.38	\$ 19.36	\$ 19.86	\$ 20.35
Housekeeping	\$ 15.60	\$ 15.98		\$ 16.80	\$ 17.22	\$ 17.65

Pay Notes

When there is no training for Activity Aides available in Chesterfield Inlet, an Activity Aid – Uncertified who works **2000** hours for the Employer shall move to ~~Step one of the~~ Activity Aid – Certified pay scale **at the step closest to, but not less than the Activity Aid-Uncertified’s current rate of pay.**

When a casual Activity Aid – Uncertified becomes a permanent full-time or permanent part-time Activity Aid – Uncertified, all hours worked in the six (6) month period immediately preceding **the Employee** becoming a permanent part-time or permanent full-time Employee shall be included in the calculation of hours for movement to the Activity Aid – Certified pay scale referred to in the above paragraph.