

Wages

SOURCE	Union		
EFF.	97	04	01
TERM.	99	03	31
NO. OF EMPLOYEES	20		
NOMBRE D'EMPLOYES	JFC		

**COLLECTIVE AGREEMENT**

between



**THE PUBLIC SERVICE ALLIANCE  
OF CANADA**

and

**IQALUIT HOUSING AUTHORITY**

Effective:  April 1, 1997  
Expires: March 31, 1999

**The Union of Northern Workers  
Suite 200, 5112 52nd Street  
Yellowknife, NT X1A 1T6**

08973(04)  

Dear **Member:**

This collective agreement contains the rights and benefits available to you **as a** member of **the** Union of Northern **Workers (UNW)** and the Public Service Alliance of Canada (PSAC). The UNW is one of seventeen "component" unions that make up the PSAC, which is your legal bargaining agent.

For nearly 30 years the **UNW** and the PSAC have been working on behalf of Northerners to **ensure** you get **the** best collective agreements and the highest levels of service possible. We are also very active trying to influence social policy in the NWT.

Although **originally** the representative of only the employees of the Government of **the** Northwest Territories, **today**, the **UNW** also represents **many** groups – like **your's – who work for** housing authorities **and** associations, municipalities, **and** in the private sector.

Please read your collective agreement carefully to understand the benefits you are entitled to receive. These **benefits are your right** but you have to **be** ready to protect them! If you are not receiving the benefits, or need more information, contact **your** shop steward, Local president, or regional vice-president.

**In solidarity,**



**Jackie Simpson**

President, Union of Northern Workers (PSAC)  
Suite 200, 5112-52nd Street  
Yellowknife, NWT X1A 1T6

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## **ARTICLE 1**

### **PURPOSE OF AGREEMENT**

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

## **ARTICLE 2**

### **INTERPRETATION AND DEFINITIONS**

- 2.01** For the purpose of this Agreement:
- (a) "Agreement" and "Collective Agreement" means this Collective Agreement.
  - (b) "Alliance" means the Public Service Alliance of Canada.
  - (c) "Allowance" means compensation payable to an employee in addition to the regular remuneration payable for the performance of the duties of his position.
  - (d) "Bargaining Unit" means all employees of the Iqaluit Housing Authority except the Assistant Secretary/Manager, Housing Manager and Maintenance Supervisor.
  - (e) "Casual employee" means a person employed by the Employer for work of a temporary nature not to exceed four (4) months.
  - (f) A "common law spouse" relationship is said to exist when, for a continuous period of at least one year, an employee has lived with a person, publicly represented that person to be their spouse, and lives and intends to continue to live with that spouse as if that person were their spouse.
  - (g) "Compensatory Leave" means the equivalent leave with pay taken in lieu of cash payment.
  - (h) (i) "Continuous Employment" and "Continuous Service" means uninterrupted employment with the Employer; and

- (ii) with reference to reappointment of a layoff his employment in the position held by him at the time he was laid off, and his employment in the position to which he is appointed shall constitute continuous employment;
- (iii) where an employee other than a casual ceases to be employed for a reason other than **dismissal**, resignation, abandonment of position or rejection on probation, and is reemployed within a period of nine months, his periods of employment for purposes of superannuation, sick leave, ~~vacation~~ leave and vacation travel benefits shall be considered as **continuous** employment.
- (iv) "Continuous operation" means any operation in which in each seven day period operations once commenced normally continue day and night without cessation until the completion of the regularly scheduled operations for that period.
- (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 his position other than by reason of his 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 his former position.
- (k) "Dependant" means a person residing with the employee who is:
  - (i) that employee's spouse (including common law),
  - (ii) child, including step child and adopted child who
    - (a) is under nineteen (19) years of age and dependent upon him/her for support; or
    - (b) being under twenty-one (21) years of age and dependent upon him/her by reason of full time attendance at an educational institution; or
    - (c) who is wholly dependant upon him/her for support by reason of mental or physical infirmity.
- (l) "Effects" include the furniture, household goods and equipment and personal effects of employees and their dependants at the time of their move but does not include all terrain vehicles, automobiles, boats, motorcycles, animals, or foodstuffs.
- (m) "Employee" means a member of the bargaining unit.
- (n) "Employer" means the Iqaluit Housing Authority.
- (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 difference which arises between the Union and the Employer and/or between an employee and the Employer relating to the interpretation, application or administration of this Agreement including any question as to whether a matter is arbitrable; disciplinary action resulting in demotion, suspension or a financial penalty (including the withholding of an increment), dismissal; and letters of discipline placed on an employee's personnel file.
- (q) "Holiday" means the twenty-four (24) hour period commencing at 12:01am of a day designated as a paid holiday in this Agreement.
- (r) "Layoff" means an employee whose employment has been terminated because of lack of work, or lack of funding.
- (s) "Leave of Absence" means absence from duty with the Employer's permission.
- (t) "Manager" means the Housing Manager
- (u) "Membership Fees" means the fees established pursuant to the By-Laws of the Union as the fees payable by the members of the Bargaining Unit, and shall not include any initiation fee, insurance premium, or any other levy.
- (v) "Part time employee" means a person employed permanently by the Employer whose scheduled hours of work are less than the normal hours of work scheduled in a week for full time employees.
- (w) "Overtime" means work performed by an employee in excess of or outside of his regularly scheduled hours of work.
- (x) "Probation" means a period of six (6) months from the day upon which an employee is first appointed or a period of three (3) months after an employee has been transferred or promoted from within. If an employee does not successfully complete his probationary period on transfer or promotion the Employer shall appoint him to a position comparable to the one from which he was transferred or promoted.
- (y) "Promotion" means the appointment of an employee to a new position, the maximum rate of pay of which exceeds that of his former position by at least:
- (i) the minimum increment in the new position; or
  - (ii) four percent (4%) of the maximum rate of pay of the former position where the new position has only one rate of pay.
- (z) "Rates of Pay"
- (i) "weekly rate of pay" means an employee's annual salary divided by 52.176;
  - (ii) "daily rate of pay" means an employee's weekly rate of pay divided by five (5);



- (iii) "hourly rate of pay" means an employee's daily rate of pay divided by **his** regularly scheduled daily hours of work, or where an employee is paid by the hour, the rate of pay established by the Employer for his part time employment.
  - (aa) "Representative" means an employee who has been elected or appointed as an area steward or who represents the Union at meetings with management and who is authorized to represent the Union.
  - (bb) "Seniority" means length of service with the Employer.
  - (cc) "Transfer means the appointment of an employee to another position, that does **not** constitute a promotion **or** demotion.
  - (dd) "Week" for the purposes of **this** Agreement **shall** be deemed to commence at 12:01 am on Monday and terminate at midnight on Sunday.
  - (ee) "Union" means the Public Service Alliance of Canada as represented by its agent the Union of Northern Workers.
- 2.02** Except as otherwise provided in this Agreement, expressions used in this Agreement, if defined in the Interpretation Act, but not defined elsewhere in this agreement have the same meaning as given to them in the Interpretation Act.
- 2.03** Where the masculine gender is used, **it** shall be considered to include the female gender unless any provision of this Agreement otherwise specifies.
- 2.04** "May" shall be regarded as permissive and "Shall" and "Will" as imperative.

### **ARTICLE 3**

#### **RECOGNITION**

- 3.01** The Employer recognizes the Union as the exclusive bargaining agent for **all** employees in the bargaining unit.

#### **Discrimination**

- 3.02** Except to the extent **permitted** by law, the Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee by reason of age, sex, marital status, family status, disability, race, ethnic origin, creed, colour, national origin, sexual orientation, political or religious affiliation, conviction for which a pardon has been granted, nor by reason of Union membership or activity or exercising their **rights** under this Agreement.

- 3.03** The Employer and the Union shall make every reasonable effort to find alternate employment within the ~~Employer's~~ employ for an employee who becomes unable to carry out his normal work functions as a result of a physical or mental disability.

## **ARTICLE 4**

### **APPLICATION**

- 4.01** The provisions of this Agreement apply to the Union, the employees, and the Employer.
- 4.02** Part time employees shall be entitled to all eligible benefits provided under this Agreement in the same proportion as their weekly hours of work compare to the standard work week.
- 4.03** The Employer and the Union will share equally all costs associated with the printing and distribution of the ~~Collective~~ Agreement. The ~~Union~~ will ~~facilitate said~~ printing ~~and~~ distribution.
- 4.04** The Employer and the Union will share equally all costs associated with the translation of this Agreement into Inuktitut.

## **ARTICLE 5**

### **FUTURE LEGISLATION**

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

### **Conflict of Provisions**

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

## **ARTICLE 6**

### **STRIKES AND LOCKOUTS**

- 6.01** During the life of the agreement there shall be no lockout by the Employer and no interruption or impeding of work, work stoppage, strike, sit down, slow down, or any other interference with production by any employee or employees.

- 6.02** Employees shall **not be** required to cross any picket line. No pay or benefits shall be paid should this result in an employee not working when scheduled to do so.
- 6.03** Any employee who participates in or instigates a work stoppage during the term of this Agreement may be subject to discipline. However, a claim of unjust discipline for this reason may be the **subject** of a grievance and dealt with according to Article 36.

## **ARTICLE 7**

### **MANAGERIAL RESPONSIBILITIES**

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

## **ARTICLE 8**

### **EMPLOYER DIRECTIVES**

- 8.01** The Employer shall provide the Bargaining Unit Representative with a copy of all written personnel **directives** which **are** intended to clarify the interpretation or application of the Collective Agreement **forty-eight (48) hours** in advance.

## **ARTICLE 9**

### **UNION ACCESS TO EMPLOYER PREMISES**

- 9.01** The Employer shall **permit access** to its work premises of an accredited representative of the Union.
- 9.02** The Union Representative will notify the Housing Manager of **his** intention to visit the workplace.

## **ARTICLE 10**

### **APPOINTMENT OF REPRESENTATIVES**

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

## **ARTICLE 11**

### **TIME OFF FOR UNION BUSINESS**

#### **Arbitration Hearings (Disputes)**

- 11.01** (a) In all cases this time off will apply to not more than one employee being absent at a time from one Department or Trade. Where more than one employee is required to take time off for Union business from a Department or trade, such time off will be scheduled so as to cause as little operational disruption as possible.  
**Employee called as a Witness**
- (b) The Employer will grant leave with pay to an employee called as a witness before an Arbitration Hearing and leave with pay to an employee called as a witness by the Union.

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

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

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

- (b) The Employer will grant leave with pay to the Representative of an employee who is a party to the grievance to attend the Arbitration Hearing.

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

- (c) The Employer will grant leave with pay to a witness called by an employee who is a party to the grievance to attend the Arbitration Hearing.

#### **Contract Negotiations Meetings**

- 11.03** The Employer will grant leave with pay for two (2) employees for the purpose of attending contract negotiations on behalf of the Union for the duration of such negotiations.

#### **Preparatory Contract Negotiations Meetings**

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

#### **Meetings Between Employee Organizations and Management**

- 11.05** The Employer will grant time off with pay to a reasonable number of employees who are meeting with Management on behalf of the Union.

## Employee Organization Executive Council Meetings, Congress, and Conventions

- 11.06** Upon reasonable notice, the Employer will grant reasonable leave without pay to a maximum of two (2) employees to attend Executive council meetings and Conventions of the Alliance, the Union of Northern Workers, the Canadian Labour Congress and the NWT or Nunavut Federation of Labour.

### Representatives Training Course

- 11.07** Upon reasonable notice, the Employer will grant reasonable leave without pay to a maximum of two (2) employees who have been appointed as Representatives on behalf of the Union to undertake training related to the duties of a Representative.

### Time Off for Representatives

- 11.08** (a) A Representative shall *obtain* the permission of his immediate supervisor before leaving his work to investigate a grievance, to meet with local Management for the purpose of dealing with grievances and to attend meetings called by Management. Such permission shall not be unreasonably withheld.
- (b) The Representative shall make every reasonable effort to report back to his supervisor before resuming his normal duties.
- 11.09** Upon reasonable notice, the Employer will grant leave without pay for one (1) employee:
- (a) to participate as a delegate to constitutional conferences or other similar forums mandated by Territorial Legislation; and
- (b) to present briefs to commissions, boards and hearings that are mandated by Territorial Legislation or the Federal Government and whose area of interest is of concern to organized labour.

### Leave for the Baffin Regional Vice President

- 11.10** (1) (a) An employee elected as President of the Union or Baffin Regional Vice President of the UNW shall be granted leave of absence for the term of office. During the leave of absence the employee shall maintain all accumulated rights and benefits to which he is entitled under the Collective Agreement.
- (b) The Employer shall continue to pay the President of the Union or Baffin Regional Vice President his applicable salary in accordance with the terms of this Collective Agreement. Upon invoice by the Employer, the Union shall reimburse the Employer for the amounts so paid within thirty (30) days of the invoice date.
- (c) The benefit of any group plan shall be extended to the President of the Union or Baffin Regional Vice President and the UNW will reimburse the Employer for any costs involved.

- (d) The President of the Union or Baffin Regional Vice President shall be entitled to an increment for each year of his leave of absence to a maximum to step six in the pay level of his applicable salary.
- (e) The President of the Union or Baffin Regional Vice President shall advise the Employer as soon as possible when an extension of the leave of absence is applicable due to reelection.
- (f) Upon termination of his leave of absence the President of the Union or Baffin Regional Vice President shall be offered as a minimum the position he held with the Employer before he commenced the leave of absence.
- (g) Notwithstanding Article 11.11(f), the Employer may make an offer of employment to the President of the Union or Baffin Regional Vice President bid on a competition and be the successful candidate.

- (2) A leave of absence for the purposes of this Section shall be guaranteed for one term of office. In the event that an extension is desired it shall be requested and shall not be unreasonably denied. If the leave of absence is extended and during that period work methods have changed to the extent that retraining is necessary, the employee shall provide retraining for himself at no cost to the Employer.

- 11.11 The Employer agrees to continue wages and benefits to employees on Leave without pay for Union business and to bill the Union therefore.

## **ARTICLE 12**

### **CHECK OFF**

- 12.01 Effective the first of the month following the signing of this Agreement, the Employer will, as a condition of employment, deduct an amount equal to the amount of membership fees from the pay of all employees in the Bargaining Unit.
- 12.02 The Union shall inform the Employer in writing of the authorized deduction to be checked off for each employee within the Bargaining Unit.
- 12.03 For the purpose of applying Clause 12.01, deductions from pay for each employee will occur on a biweekly basis and will apply to the extent that earnings are available. Where an employee does not have sufficient earnings in respect of any biweekly period to permit deduction, the Employer shall not be obligated to make such deductions from subsequent salary.
- 12.04 From the date of signing and for the duration of this Agreement no employee organization, other than the Union, shall be permitted to have membership fees deducted by the Employer from the pay of the employees in the Bargaining Unit.

- 12.05** The amounts deducted in accordance with Clause 12.01 shall be remitted to the Comptroller of the Alliance by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on his behalf.
- 12.06** The Employer may make deductions for other purposes upon the request of the employee and upon the **production** of appropriate documentation.
- 12.07** The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer.
- 12.08** The Employer agrees to identify annually on each employee's T4 slip the **total** amount of membership fees deducted for the preceding year

### **ARTICLE 13**

#### **INFORMATION**

- 13.01** The Employer **agrees** to provide the Union on a monthly basis, with information concerning the identification of each member in the Bargaining Unit. This information shall include the name, address, **job** classification, rate of pay, employment status, and social insurance number of all employees in the Bargaining Unit. The Employer will also note on this report the names of employees who are on extended leaves of absence.
- The Employer shall indicate which employees have been hired or transferred and those employees whose employment has been terminated during the period reported.
- 13.02** The Employer shall provide each employee **with** a copy of this Collective Agreement.
- 13.03** The Employer agrees to provide each new member of the Bargaining Unit **with** a copy of this Collective Agreement upon his appointment.
- 13.04** The Employer shall notify the Union of **all** newly created classifications including its designation as to whether **it** is within or outside of **the** Bargaining Unit.

### **ARTICLE 14**

#### **SENIORITY**

- 14.01** Seniority is defined as the length of **service** with the Employer, and shall be applied on a **bargaining** unit wide **basis**.
- 14.02** A **newly** hired employee **shall** be on **probation** for a period of six (6) **months**. During the probationary period, the employee shall be entitled to **all** **rights** and benefits of this Agreement except the right to grieve his termination.

- 14.03** The Employers shall maintain a seniority list showing the date upon which each employee's service commenced. The seniority list shall be kept up to date, a copy of which shall be posted on the bulletin board, and shall be sent to the Union every six months.

## **ARTICLE 15**

### **PROVISION OF BULLETIN BOARD SPACE AND OTHER FACILITIES**

- 15.01** The Employer shall provide bulletin board space in its office and shop clearly identified for exclusive Union use.
- 15.02** The Employer may make available to the Union and the members of the Bargaining Unit a suitable meeting room to be used from time to time for the business relating to the Bargaining Unit. Permission for this purpose shall not be unreasonable withheld.
- 15.03** The Employer will process any mail originating from the Union addressed to all employees in accordance with the Employer's normal internal mail distribution system.
- 15.04** A Representative of the Union shall have the right to give each new employee an orientation of up to thirty (30) minutes and the Representative of the Union shall be given leave with pay for such purposes.

## **ARTICLE 16**

### **DESIGNATED PAID HOLIDAYS**

- 16.01** (1) The following days are designated paid holidays for employees covered by this Collective Agreement:
- (a) New Year's Day;
  - (b) Good Friday;
  - (c) Easter Monday;
  - (d) Victoria Day;
  - (e) Canada Day;
  - (f) Civic Holiday, the first Monday in August;
  - (g) Labour Day;
  - (h) Thanksgiving Day;
  - (i) Remembrance Day;
  - (j) Christmas Day;
  - (k) Boxing Day
- (2) A paid holiday shall also be granted to all employees on any special day proclaimed by the Government of Canada, the Commissioner of the NWT or Nunavut, or the Mayor of Iqaluit.



(3) Where the Commissioner of the Northwest Territories or **Nunavut** agrees to provide the **majority** of employees in **Iqaluit** with time off **in** support of a community function, those employees who are unable to take advantage of the time off because of operational requirements, will be paid at the overtime rate for hours worked during that period.

**16.02** (a) Clause 16.01 does not apply to an employee who is absent without cause on both the working day immediately preceding and the **working** day following the Designated Paid Holiday, except with the approval of the Employer.

(b) Subject to (c) below, inability to communicate will be considered as cause for the purposes of (a) above.

(c) Where an employee has been absent on both the working day immediately preceding and the working day following a designated paid holiday because of inability to communicate on three (3) occasions in any one (1) calendar year, whether or not the inability to communicate will be considered cause on any subsequent designated paid holidays in the year will be at the discretion of the Employer.

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

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

(b) twice (2) his hourly rate for the hours worked in excess of **four** (4) hours.

**16.04** When a day designated as a holiday for an employee is moved to another day under the provisions of Clause 16.03:

(a) work performed by an employee on the day from which the 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 holiday was **moved**, shall be considered **as** work performed on a holiday.

**16.05** An employee who **is** not required to work on a Designated Paid Holiday shall not **be required** to work on another day **which** would **otherwise** be a nonworking day in **the** week in which the Designated Paid Holiday occur, unless he is paid at a rate **at** least equal to double his regular rate of wages for the time worked by him **on** that day.

**16.06** Subject to Article 17.07 at the employees option the amounts payable pursuant to Article 16.05 may be taken either in cash or in compensatory leave to be taken at a later date **convenient** to both the Employer and the employee.

**16.07** Where a day that **is** a designated holiday for an employee falls within a period of leave with **pay**, the holiday shall not count as a day of leave.

- 16.08** Where operational requirements permit, an employee shall not be required to work both Christmas and New Year's Day.

## **ARTICLE 17**

### **LEAVE - GENERAL**

- 17.01** (a) When the employment of an employee who has been granted more vacation, sick leave or ~~special~~ leave with pay than he has earned dies the employee shall be considered to have earned that amount of leave ~~with~~ pay granted to him.
- (b) When the employment of an employee with more than three (3) years of ~~service~~ who has been granted more vacation, ~~sick~~ leave or special leave with pay than he has earned ~~is~~ laid off, the employee shall be considered to have earned that amount of leave ~~with~~ pay granted to him.
- 17.02** When an employee is in receipt of an extra allowance and is granted leave with pay, he is entitled during his period of ~~leave~~ to receive the allowance if the special or extra duties in respect of which he is paid the allowance were assigned to him on a continuing basis.
- 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 his 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 ( $\frac{1}{2}$ ) if the fractional entitlement is less than one-half ( $\frac{1}{2}$ ) day;
- (b) to a full day if the fractional entitlement is more than one-half ( $\frac{1}{2}$ ) day.
- 17.05** When the Employer rejects an employee's application for leave, the detailed reasons for the rejection shall be provided to ~~the~~ employee ~~in~~ writing forthwith.
- 17.06** An employee request for any leave that the Employer has not responded to within ten (10) working days from the receipt of the application shall be considered as granted.
- 17.07** When employees ~~submit~~ their overtime authorization form at the end of each pay period they shall indicate their preference of pay or compensatory leave for all overtime, or call back pay earned. Only cash or compensatory leave may be requested and ~~can~~ be divided in any pay period. Requests for use of compensatory leave shall be made in writing and the Employer and the employee shall agree on the time at which the leave will be taken. Following the accumulation of ten (10) days of compensatory leave, all further ~~claims~~ of overtime or call back will automatically be paid in cash.

**ARTICLE 18****VACATION LEAVE****Accumulation of Vacation Leave**

- 18.01** (1) For each month of a fiscal year in which an employee receives ten (10) days pay, he shall earn vacation leave at the following rates:
- (a) one and one quarter (1%) days each month until the month in which the anniversary of the second (2nd) year of continuous service is completed.
  - (b) one and two-thirds (**1 2/3**) days each month commencing in the month **after** completion of two (2) years of continuous service and ending in **the** month that ten (10) years of continuous **service is** completed.
  - (c) **two and one twelfth** (2 1/12) days each month commencing in the month after completion of ten (10) years of continuous service and ending in the month that fifteen (15) years of **continuous** service is completed.
  - (d) two and one-half (2%) days each month commencing in the month **after** completion of fifteen (15) years of continuous service and ending in the month that twenty (20) years of continuous service is completed.
  - (e) Two and **two-thirds** (2 **2/3**) days each month commencing **in** the month after completion of twenty (20) years of continuous service and ending in the month that twenty-five (25) years of continuous service is completed.
  - (f) Three (3) days each month commencing in the month after completion of **twenty-five** (25) years of continuous service.
- (2) Part time employees shall **receive** vacation pay based on their length of service as follows:

Length of Service	Percentage of Gross Earnings
0-2 years	<b>6%</b>
2-10 years	<b>8%</b>
<b>10-15</b> years	<b>10%</b>
<b>15-20</b> years	<b>11.5%</b>
<b>20-25</b> years	<b>12.5%</b>
over <b>25</b> years	<b>14%</b>

### Granting of Vacation Leave

- 18.02** (1) In granting vacation leave with pay to an employee, the Employer shall make every reasonable effort to:
- (a) schedule vacation leave for all employees in the fiscal year in which it is earned;
  - (b) not recall an employee to duty after he has proceeded on vacation leave;
  - (c) grant the employee his vacation leave during the fiscal year in which it is earned at a time specified by him;
  - (d) (i) grant the employee vacation leave for at least up to five (5) consecutive weeks depending upon his vacation entitlements when so requested by the employee: and
    - (ii) recognize Seniority on preference for a vacation period.
  - (e) to grant the employee his vacation leave when specified by the employee if the period of vacation leave is less than a week, providing that the employee gives the Employer reasonable advance notice.
- (2) All requests for vacation leave will be made in writing. Requests for up to five (5) working days of vacation leave shall be made at least one (1) week in advance. Requests for more than five (5) working days of vacation leave shall be made at least two (2) weeks in advance. Requests for vacation leave will be considered with less notice in circumstances that could not have been foreseen by the employee.
- (3) The Employer shall reply to the request for vacation leave submitted by the employee within ten (10) working days from the date of receipt of the application. Where the Employer has proposed to change, reduce or deny the vacation leave requested by the employee, the Employer shall provide the employee with the reasons, in writing, for such change, reduction or denial of vacation leave, and such change, reduction or denial shall be subject to the grievance procedure of this agreement.
- (4) The Employer shall grant an employee vacation leave with pay for a period of up to five (5) consecutive working days where a general transportation tie up caused by weather including employees caught out on the land or water prevent the employee from reporting to duty. This special circumstance may not be directly attributable to the employee.
- 18.03** Where in respect of any period of vacation leave, an employee:
- (a) is granted special leave, when there is a death in his immediate family as defined in Article 19;  
or
  - (b) is granted special leave with pay because of illness in the immediate family as defined in Article 19; or
  - (c) is granted sick leave on production of a medical certificate;

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

- 18.04** Employees are **not** permitted to carry over more than ten (10) days of vacation leave credits in total from one **fiscal** year to the next. Vacation leave credits exceeding ten (10) days of vacation leave entitlement will be liquidated in cash in the month of May in each year.

**Recall from Vacation Leave**

- 18.05** The Employer shall not recall any employee to duty once **his** vacations have commenced.
- 18.06** Due to emergency operational requirements the Employer may alter an employee's vacation period after it has been approved but no later than one (1) month prior to the scheduled vacation allotment unless:
- (i) The employee has made nonrefundable deposits in view of his vacation or;
  - (ii) The employee's spouse has arranged a vacation period which coincides with the employee.

**Leave when Employment Terminates**

- 18.07** Where an employee dies **or otherwise** terminates his employment:
- (a) The employee or his estate shall, in lieu of earned but unused vacation leave, be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave by the daily rate of pay applicable to the employee immediately prior to the **termination of** his employment, or
  - (b) The Employer shall **grant** the employee any vacation leave earned but not used by him before the employment is terminated by layoff if the employee so requests.
  - (c) At the employee's request, the Employer shall divide the amount owing as specified in (a) above by four, and shall attach this amount to the employee's regular earnings over a four pay period. Adequate notice must be given by the employee.
- 18.08** An employee whose employment is terminated by reason of a declaration that he abandoned his position is entitled to receive the payment referred to in Clause 18.07.

**Vacation Travel Assistance**

- 18.09** (1) The Employer shall reimburse **all** employees, except casuals, expenses for the employee and his dependents in the amount of nine hundred ninety-nine dollars and **thirty-eight** cents (\$999.38) per fiscal year.
- (2) **Notwithstanding** Clause (1) above, an employee shall not receive Vacation Travel Assistance under this Article during his first six (6) months of employment with the Employer. Additionally an employee who resigns during any fiscal year will have his Vacation Travel Assistance

prorated for the portion of the fiscal year worked prior to resignation. The Employer is authorized by the terms of this Agreement to deduct any overpayment for the fiscal year of resignation from an employee's pay entitlements.

- (3) This benefit shall be allowed to an employee's dependants and spouse only where the employee has declared in a **notarized** statement that this benefit is not provided to the employee's dependants or spouse from any other source.
- (4) In order to receive Vacation Travel Assistance an employee **must** have applied for vacation leave and be travelling outside of Iqaluit.
- (5) Any Vacation Travel Assistance paid to an employee on false pretences may be recovered from the employee by the Employer by deductions from subsequent pay entitlements of the employee.
- (6) Part time employees shall receive this benefit prorated based on the number of hours worked compared to a full time employee.

### **Travel Time**

- 18.10** Vacations shall be lengthened by one **work** day in each fiscal year for the purposes of travel time. In order to receive this travel time, the employee must leave the community on vacation for a period of at least five (5) consecutive days.

## **ARTICLE 19**

### **SPECIAL LEAVE**

#### **Credits**

- 19.01** An employee (excluding casual employees) shall earn special leave credits up to a maximum of twenty-five (25) days at the following rates:
- a) One-half  $\frac{1}{2}$  day for each calendar month for which he receives pay for at least ninety (00) hours, or
  - b) One-quarter ( $\frac{1}{4}$ ) day for each calendar month for which he receives pay for at least forty-five (45) days.
- 19.02** For the purposes of this Article, immediate family is defined as an employee's father, mother, brother, sister, spouse, child, adopted child, father-in-law, mother-in-law, grandchildren, grandparents, and any relative permanently residing in the employee's household or with whom the employee permanently resides.

- (1) The Employer shall grant special leave earned with pay for a period of up to three (3) consecutive working days. Requests for up to two (2) additional days when required may be granted for leave within (a) (i) and (a) (ii) below.
  - (a) (i) when there is a death in the employee's immediate family; or
  - (ii) where a member of the immediate family becomes seriously ill and the employee is required to care for his dependants or for the sick person; or where a sick child is refused admission to a licensed day care facility. If the employee is absent for this purpose for more than five (5) days in a fiscal year, a doctor's certificate or day care verification will be required to qualify for any future special leave within the fiscal year;
  - (iii) for up to five (5) consecutive days where a member of the immediate family residing outside of Iqaluit becomes seriously ill and requires the employee's attendance.
- (2) The Employer may grant an employee special leave with pay for a period of up to five (5) consecutive working days:
  - (a) Where a serious household or domestic emergency arises that could not be foreseen and cannot be dealt with outside working hours or for serious community emergencies where the employee is required to render assistance;
  - (b) in the event of the death of the employee's son in-law, daughter in-law, brother in-law, sister in-law;
  - (c) In circumstances which are of general value to the Employer such as where the employee:
    - (i) takes an examination which will improve his position or qualifications;
    - (ii) attends his University Convocation, if he has been continuously employed for at least one (1) year;
    - (iii) attends a course in civil defence training;
    - (iv) requires a medical examination for enlistment in the Armed Forces or in connection with a veteran's treatment program.
  - (e) Such leave will not be unreasonably withheld.

### Travel Time

- 19.03** If an employee must travel outside of Iqaluit because of a death or serious illness in the immediate family then that employee shall receive one (1) day travel time.

### Travel Assistance

- 19.04** If a permanent employee must travel outside of Iqaluit because of a death or serious illness in the immediate family but does not have sufficient means to buy an airline ticket then the Authority may

purchase a ticket for the employee provided a mutually agreeable pay recovery plan is worked out.

**19.05** Special leave in excess of five (5) consecutive working days for the purposes enumerated in Article 19.02 may only be granted with the Employer's approval.

**19.06** An employee shall be granted special leave with pay up to a maximum of one (1) working day on the occasion of the birth of his child. An employee shall be granted special leave with pay up to a maximum of one (1) working day on the occasion of the adoption of a child. This leave may be divided into two parts and taken on separate days. Under special circumstances the Employer may extend this period to a maximum of three (3) working days.

#### Advance of Credits

**19.07** Where an employee has insufficient credits to permit the granting of special leave within the meaning of this Article, leave up to a maximum of five (5) days, may be granted at the discretion of the Employer, subject to the deduction of such advance leave from any special leave credits subsequently earned.

#### Casual Leave

**19.08** (1) Employees other than part time employees will be eligible for casual time off with pay for the following purposes. An employee will, however, make every reasonable effort to arrange for these matters outside of working hours.

(a) Casual time off shall be granted for the employee to attend or to accompany a dependant family member of an appointment with a Doctor, Dentist, Lawyer, or School Authority during working hours.

(b) Casual time off may be granted for other purposes of a special or unusual nature.

(2) Employees other than part time may be granted casual leave with pay to a maximum of one-half (½) day per occurrence where the employee's physician requires him to attend regular or recurring medical treatments and checkups.

(3) To qualify for casual leave under Article 19.08 an employee must request the leave and have it approved as far in advance as possible, clearly identifying the purpose of the leave, and anticipated time off.

**19.09** Entitlements under Article 19 do not apply to an employee who is on layoff, suspension, or leave of absence without pay.



**ARTICLE 20****SICK LEAVE**

## Credits

- 20.01** An employee (excluding casual employees) shall ~~earn~~ sick leave credits at the rate of one and a quarter ( $1\frac{1}{4}$ ) days for each calendar month for which he receives pay for at least ninety (90) hours.
- 20.02** All absences on account of illness on a normal working day (exclusive of designated holidays) shall be charged against an employee's accumulated sick leave credits.
- 20.03** Where leave of absence without pay is authorized for any reason, or an employee is laid off because of lack of ~~work~~, and the employee returnsto work upon expiration of such leave of absence or layoff, he shall earn sick leave credits for each month in which he worked at least ten (10) days and shall retain any unused sick leave existing at the time of layoff or ~~commencement~~ of leave without pay.
- 20.04** In circumstances where sick leave would be authorized but the employee has insufficient or no sick leave credits, he may be granted sick leave in advance to a limit of 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. The number of days granted shall be at the discretion of the Employer, but shall not ~~be~~ unreasonably withheld.
- 20.05** When an ~~employee~~ is granted sick leave with pay and ~~injury~~ on duty leave is subsequently approved for a concurrent period, there shall be no charge against his sick leave credits for the period of concurrency.
- 20.06** Unless otherwise informed by the Employer an employee must sign a statement stating that ~~because of this illness or injury~~ he was unable to perform his duties if:
- (a) the period of leave requested does not exceed three (3) days, and
  - (b) in ~~the current fiscal~~ year, the employee has not been granted more than five (5) days sick leave wholly ~~on~~ the basis of statements signed by him.
- 20.07** An employee is required to produce a certificate from a qualified medical practitioner, certifying that such employee is unable to carry out his duties due to illness:
- (a) for ~~sick~~ leave in excess of three (3) working days;
  - (b) for any additional sick leave in a fiscal year when in the same fiscal year the employee has been granted five (5) days sick leave wholly on the basis of the statements signed by him.
- 20.08** In ~~the~~ event that an employee is in need of transportation to a medical centre and ~~after~~ exploring all possible ~~sources~~ of funding and finding himself ineligible for such ~~funding~~, he may approach the Employer for assistance for this purpose. The Employer agrees to consider such a request.

**Travel Time**

- 20.09** Every employee who is proceeding to a medical centre under the provisions of this Article with the approval of the Employer will be granted leave of absence with pay which is not to be charged against his sick leave credits for the lesser of three (3) days or the actual time taken to travel from his post to a point of departure and return.
- 20.10** Unused sick leave credits will accumulate in the employee's sick leave bank.

**ARTICLE 21****OTHER TYPES OF LEAVE****Court Leave**

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

**Injury on Duty Leave**

- 21.02** (i) An employee shall be granted injury on duty leave with pay for such reasonable period as may be determined by the employee's medical practitioner for:

- (a) a personal injury accidentally received in the performance of his duties; or
- (b) sickness resulting from the nature of his employment; or
- (c) over exposure to radioactivity or other hazardous conditions ~~In~~ the course of his employment:

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

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

### **Maternity Leave**

- 21.03** (a) (i) An employee who becomes pregnant shall notify the Employer of her pregnancy at least **15** weeks prior to the expected date of termination of her pregnancy and, subject to section (ii) of this Clause, shall, ~~eleven (11) weeks~~ before the expected date of the termination of her pregnancy be granted leave without pay for a period ending not later than ~~twenty-six (26)~~ weeks after the date of the termination of her pregnancy.
- (ii) 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 ~~twenty-six (26)~~ weeks after the date of the ~~termination~~ of her pregnancy;
  - (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.
- (iii) Leave granted under this Clause shall be counted for the calculation of "continuous employment".
- (b) (i) After completion of six (6) months continuous employment, an employee ~~who~~ provides the Employer with proof that she has applied for, is serving the U.I. waiting **period**, or is in receipt of unemployment insurance benefits pursuant to Section ~~18~~ or **20** of the Unemployment Insurance Act, shall be paid a maternity leave allowance.
- (ii) An applicant under Clause **21.03(b)(i)** 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.
- (iii) Should the employee fail to return to work as per the provisions of Clause 21.03(b)(ii), the employee recognizes that she is indebted to the Employer for the amount of maternity leave allowance received.
- (c) (i) In respect of the period of maternity leave, payments made according to the supplementary unemployment plan will consist of a maximum of seventeen (17) weeks payments equivalent to ninety-three percent (93%) of her weekly rate of pay.
- (ii) (a) For a full time employee the weekly rate of pay referred to in Clause 21.03 (c) (i) shall be the weekly rate of pay to which she is entitled for the classification prescribed in her certificate of appointment on the day immediately preceding the commencement of the maternity leave.
- (b) For a *part time* employee the weekly rate of pay referred to in Clause 21.03 (c) (i) shall be the prorated 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 the maternity leave.
- (iii) The employee has no vested right to this allowance except for supplementation of ~~UL~~ benefits as provided in this Article.
- (iv) Payments in respect of any other remuneration or severance pay benefits are not reduced or increased by payments received under this Article.
- (v) The Employer will inform the Canada Employment and Immigration Commission of any changes in this Article within thirty (3) days of the effective date of the change.
- (d) Further, when a pregnant employee produces a statement from her physician that her working condition may be detrimental to her health or that of the fetus, the Employer will either change those working conditions where that is reasonable within his operational requirements or allow the employee to take leave of absence without pay for the duration of her pregnancy.

### **Emergency Leave**

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

### **Adoption Leave Without Pay**

- 21.05** (a) An employee who intends to request adoption leave shall notify the Employer as soon as the application for adoption has been approved by the adoption agency,

- (b) An Employer shall grant adoption leave without pay to every employee who:
- (i) has been in the employment of the Employer for a continuous period of at least twelve (12) months immediately preceding the date of placement of the child with the employee
  - (ii) submits to the Employer a written application for leave at least four (4) week prior to the date on which the child is placed in the home or otherwise placed in the care and custody of the employee
  - (iii) submits a letter signed by the Superintendent of Child Welfare, or in the case of customary adoption, signed by the natural mother confirming the proposed placement of the child with the employee
- (c) Adoption leave without pay consists of a period of seventeen (17) weeks commencing not earlier than one week before the date on which the child is placed in the home or otherwise placed in the care and custody of the employee.
- (d) Adoption leave without pay utilized by an employee-couple in conjunction with the adoption of a child shall not exceed a total of seventeen (17) for both employees combined.
- (e) The Employer may:
- (i) defer the commencement of adoption leave without pay at the request of an employee:
  - (ii) grant the employee adoption leave with less than four (4) weeks notice prior to the acceptance of custody;
  - (iii) require an employee to submit proof of adoption.
- (9) Leave under this Article will only be granted where the adopted child is under the age of six (6) years.

**21.06** At the request of an employee and subject to operational requirements, leave without pay in one (1) or more periods to a total maximum of one (1) year during an employee's total period of employment may be provided for the care and nurturing of preschool children.

Leave Without Pay for Personal Needs

**21.07** Leave without pay for personal needs may be granted, subject to operational requirements, to an employee for up to one (1) year.

Leave Without Pay for Relocation of Spouse

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

## **ARTICLE 22**

### **HOURS OF WORK**

- 22.01** (a) Regular hours of work for employees shall be from 8:30 am to 5:00 pm exclusive of a one (1) hour meal period, Monday to Friday.
- (b) The meal period shall be from 12:00 pm to 1:00 pm.
- (c) Employees who will not be reporting for work ~~on~~ their scheduled shift must so advise the Employer promptly ~~by~~ the start time of the shift, or no later than fifteen (15) minutes after the ~~start~~ time if circumstances prevent an earlier reporting. Failure to report is a serious disciplinary offence.
- 22.02** All employees shall be entitled to rest periods of fifteen (15) minutes duration twice per day commencing at or around 10:00 am and at or around 3:00 pm.
- (f) In the event that an employee is unable to take his meal period or rest period(s) due to operational requirements, the meal period or rest period(s) ~~will~~ be taken at a latertime. Meal and rest periods may be taken at a different time that best suits operational needs of the Employer and the personal needs of the employees, if mutual agreement is reached between the Employer and the employees.

## **ARTICLE 23**

### **OVERTIME**

- 23.01** In this Article:
- (a) "Overtime" means ~~work performed~~ by an employee in excess or outside of his regularly scheduled hours of ~~work~~.
- (b) "Straight time rate" means the hourly rate of pay.
- (c) "Time and one-half" means one and one-half times the straight time rate.
- (d) "Double time" means twice the straight time rate.
- 23.02** Employees shall ~~record~~ starting and finishing times of overtime worked on a form determined by the Employer.
- 23.03** ~~(1)~~ Subject to the operational requirements of the service the Employer shall make every reasonable effort:
- (a) to allocate overtime work on an equitable basis among readily available qualified employees who are normally required in their regular duties to perform that work:

(b) to give employees who are required to work overtime reasonable advance notice of this requirement.

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

**23.04** (a) An employee who ~~is~~ requested to work overtime shall be entitled to the appropriate rate described below in (b).

(b) Overtime work shall be compensated as follows:

(i) at time and one-half (~~1½X~~) for the first four hours of overtime worked, and

(ii) at double time (~~2X~~) for all hours of overtime worked after the first four (4) consecutive **hours** of overtime and double time (~~2X~~) for all hours worked on the second or subsequent day of rest provided the days of ~~rest~~ are consecutive.

(iii) ~~subject to Article 17.07 in lieu of (i) and (ii) above~~, at the request of the employee, the Employer will grant equivalent leave with pay at the appropriate overtime rate to ~~be~~ taken at a time mutually agreeable to the Employer and the employee.

(c) "First day of rest" is defined as the twenty-four (24) hour period commencing at midnight of the calendar day on which the employee completed his last regular shift, and

(d) When ~~the~~ first and second or subsequent day of rest are consecutive, "second or subsequent day of rest" is defined as the period immediately following expiration of the first day of rest and ending at the time of commencement of the employee's next regular shift,

**23.05** Where an employee is required to work two (2) or more hours of overtime immediately following his regularly scheduled hours of duty, and, because of the operational requirements of the service, the employee is not permitted to leave his place of work, the Employer will either provide the employee with a meal or meal allowance equal to the amount of the Dinner In accordance with the Duty Travel, Meals and ~~Incidental~~ Expenses (Article 40.05 (a)(iii)).

## ARTICLE 24

### PAY

**24.01** Employees are entitled to be paid for services rendered for the classification and position to which they are appointed at the pay rates specified in the Appendices attached.

**24.02** (1) Employees shall be paid on every second Friday.

(2) In the event ~~there is delay~~ in paying employees, emergency cheques will be issued to the extent of wages earned during that pay period.

- (3) Where cheques are distributed to employees at their place of work, they shall first have been placed in sealed envelopes.

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

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

#### Acting Pay

- 24.04** (a) When an employee is required by the Employer to perform the duties of a higher classification level on an acting basis, he shall be paid acting pay calculated from the date on which he commenced at his regular rate plus ten percent (10%).
- (b) When a day designated as a paid holiday occurs on a day when the employee would otherwise be performing duties on an acting basis, the holiday shall be considered as a day worked for purposes of acting pay.

#### Salary Increases

- 24.05** (1) The Employer agrees to pay the negotiated salary Increases to every employee not later than the month following the month in which this Agreement is signed and not later than the month following the month in which any subsequent salary increases become effective.
- (2) The Employer agrees to pay all retroactive remuneration for salary increases, overtime, acting pay and allowances not later than two (2) months following the month in which the Agreement is signed.
- (3) Retroactive pay shall be issued on a separate cheque. In the event that retroactive pay is not issued in the time allotted in Clause (2) above, interest at prime rates will also be paid.

**24.06** When an employee is appointed to a new position he shall be paid:

- (a) If the appointment constitutes a promotion as defined in Article 2.01 (y) an increase in salary that is nearest to but not less than the difference between Step 1 and Step 2 of the new pay range.
- (b) (i) If the appointment constitutes a transfer, at the rate nearest to, but not less than his former rate of pay; or
- (ii) where the employee agrees to accept a transfer to a position, the maximum rate of pay of which is less than his present rate of pay, the employee will continue to receive his normal rate of pay, which will be red circled. When the maximum rate of pay of his new position exceeds the red circled amount, he shall then follow the pay scale for the new position at the maximum amount.



- (c) if the appointment is as a result of the employee's successful application for a position, the maximum rate of pay of which is equal to or less than that of the employee's present position, the employee shall be paid at a level in the appropriate pay range for the new position that is commensurate to the employee's qualifications and experience for the position,

- 24.07** (1) Notwithstanding the provisions of Clause 24.01 when a position is converted or, where as a result of audit or review, a converted position is found to be over classified and the maximum salary payable in the new range is less than the maximum salary of the incumbent of that position, he shall be paid as the present incumbent of that position in a holding range which will permit him to be paid at a salary which is nearest to and not less than his present maximum salary.
- (2) Where an employee accepts a transfer or training that would put him in a position nearer to the position before it was reclassified, he shall continue to be paid in the holding range.
- (3) For the purposes of this Article, a present incumbent is an employee who, subject to the above provisions, continues to receive the annual and negotiated increases for the range of the position before it was reclassified downwards.

#### **Pay Recovery**

- 24.08** (a) Where an employee, through no fault of his own, has been overpaid, the Employer will, before recovery action is implemented, advise the employee in writing of the amount overpaid and the intention of the Employer to recover the overpayment. Prior to said recovery, the Employer and employee shall discuss and devise an acceptable recovery schedule. Except through mutual agreement with the employee, under no circumstances shall recoveries exceed fifteen percent (15%) of net earnings per pay period.
- (b) If more than one year has passed since the undetected overpayment was made, then the Employer shall be limited to recovering fifty percent (50%) of the overpayment.
- (c) If more than two (2) years have passed since the overpayment, there shall be no recovery of the overpayment.

### **ARTICLE 25**

#### **REPORTING PAY**

- 25.01** (1) If an employee reports to work on his regularly scheduled work day and there is insufficient or no work available he is entitled to four (4) hours pay at the straight time rate.
- (2) If an employee is directed to report for work on a day of rest or on a designated paid holiday, and there is insufficient work available, he shall be entitled to four (4) hours of work at the appropriate overtime rate. When no work is available he shall receive compensation to four (4) hours pay at the appropriate overtime rate.

- (3) If an employee is directed to report for work outside of his regularly scheduled hours, he shall be paid the greater of:
- (a) compensation at the appropriate overtime rate; or
  - (b) compensation equivalent to four (4) hours pay at the straight time rate.

## **ARTICLE 26**

### **CALL BACK PAY**

- 26.01** (1) When an employee is recalled to a place of work for a specific duty, he shall be paid the greater of
- (a) compensation at the appropriate overtime rate; or
  - (b) compensation equivalent to four (4) hours' pay at the straight time rate.
- (2) Subject to Article 17.07 compensation for call back shall be made either in cash or compensatory leave. If compensatory leave is chosen by the employee, it shall be taken at a time mutually agreeable to the Employer and employee.
- 26.02** (1) When an employee reports to work for which he has been recalled under the conditions described in Clause 26.01 and is required to use transportation services other than normal public transportation service, he shall be paid the actual cost of commercial transportation each way, provided that a claim in excess of \$5.00 be accompanied by a receipt.
- (2) Where the employee uses his personal motor vehicle, he shall be paid the appropriate distance rate specified in the Duty Travel Expenses Article 40.
- 26.03** (a) Except in the case of an emergency employees shall not be required to return to work on a call back. When employees do return to work on a call back, payment under this Article shall be made whether or not work is actually available and performed.
- (b) Subject to (a) above no employee shall be disciplined for being unable to return to work on a call back.

## **ARTICLE 27**

### **SHIFT WORK**

- 27.01** There shall be no shift work.

## **ARTICLE 28**

### **TERM POSITIONS**

- 28.01** No term position shall have a stated term of more than two (2) years.
- 28.02** No term positions shall be extended from its originally stated term without the consent of the Union.
- 28.03** The employment of the incumbent of a term position must continue to the end of the term, except in the case of a **termination** for the reasons of discipline or lack of funding.
- 28.04** Subject to 28.01, should the Employer wish a term position to extend beyond its term, that position must become a regular position which must be offered to the Incumbent of the term position, and his or her seniority date shall be the initial date of hire into the term position.

## **ARTICLE 29**

### **STANDBY**

- 29.01 (1)** When the Employer requires an employee to be available on standby during off duty hours, the employee shall be compensated in the following amounts:

Twelve dollars (\$12) per week day

Eighteen dollars (**\$18**) per Saturday

Twenty-five dollars and fifty cents (\$25.50) per Sunday or holiday.

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

An employee shall abstain from alcohol consumption while on standby duty in order that it shall not impair his working abilities.

- (3) No standby payment shall be granted if an employee is unable to report for duty when required.
- (4) An employee on Standby who is required to report for work shall be paid, in addition to the standby pay:
- (a) For the first time reporting for work within a sixteen (16) consecutive hour standby period, the appropriate overtime rate for all hours worked, subject to a minimum payment of **four** (4) hours pay at the straight-time rate.

(b) For second and subsequent times reporting for work within a sixteen (16) consecutive hour standby period, the appropriate overtime rate for all hours worked, subject to a minimum payment of one (1) hour's pay at the applicable overtime rate each time he reports,

(5) Except In the case of an emergency, standby schedules shall be posted fourteen (14) days in advance of the starting date of the new shift schedule.

(6) No disciplinary action will be taken against an employee who is not available for Standby Duty provided he provides advance notice or a reasonable explanation.

**29.02** When an employee on Standby is required to report for work, he shall be reimbursed transportation costs as follows:

(a) Actual cost of commercial transportation each way not to exceed five dollars (\$5.00) without the production of a receipt.

(b) Where he uses his personal motor vehicle, the appropriate distance rate specified in the Duty Travel Expenses Article 40.

### **ARTICLE 30**

#### **TECHNOLOGICAL CHANGE**

**30.01** (a) Both parties recognize the overall advantages of technological change. Both parties will therefore encourage and promote technological change and improvements.

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

(c) In cases where employees may require retraining the Employer will make every reasonable effort to offer training courses.

### **ARTICLE 31**

#### **PAY FOR TRAVEL ON BEHALF OF EMPLOYER**

**31.01** (1) Where an employee is required to travel on behalf of the Employer, he shall be paid:

(a) when the travel occurs on a regular workday, as though he were at work for all hours travelled;

- (b) when the travel occurs on a day of rest ~~or~~ designated paid holiday, at the applicable overtime rate for all hours travelled, with a minimum of four (4) hours pay at the straight time rate and a maximum ~~of~~ eight (8) hours at the applicable overtime rate.
- (2) 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 checkout 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.
- (3) The Employer will make every reasonable effort to restrict travel outside of Iqaluit that requires absence from home beyond a period which includes two (2) weekends.
- (4) Where an employee is absent from home on a designated paid holiday ~~or~~ day of rest and does not work, he shall receive cash payment at time and one-half (1½) his rate of pay or be granted Compensatory leave.
- (5) The above entitlements shall not apply to an apprentice while travelling to or from trades school on a day of ~~rest~~ or designated paid holiday or while in attendance at trades school.

## **ARTICLE 32**

### **LAYOFF AND JOB SECURITY**

- 32.01** (a) Layoffs will be made, when necessary, on the basis of reverse order of seniority and classification of work.
- (b) In order to minimize the adverse effects of Layoff, the Employer will provide retraining when practicable for any vacancies the employer may have available at the time of layoff or during the nine (9) month period following layoff.
- (c) A person ceases to be on layoff and his employment shall be terminated if he is not appointed to a position within nine (9) months from the date on which he was laid off.
- 32.02** Before an employee is laid off:
- (a) each such employee shall be given three (3) months' notice in writing of the effective date of his layoff or pay in lieu thereof;
- (b) every employee subject to layoff shall, during the three (3) months' period of notice, be granted reasonable leave with pay for the purpose of being interviewed and examined by a prospective Employer and to such additional leave with pay as the Employer considers reasonable for the employee to travel to and from the place where his presence is so required.
- 32.03** Employees shall be required to undergo a probationary period when transferred, demoted ~~or~~ promoted to another position except to the extent that there will be no deemed just cause on termination.

- 32.04** 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.
- 32.05** The Employer may retrain employees who would otherwise become redundant as a result of Employer planned termination and such retrainings shall commence as soon as possible.

**Cooling Off Period - 2 Working Days**

- 32.06** An employee who wilfully terminates his employment as a result of a misunderstanding or argument shall be allowed to return to work and remain employed if he does so within two (2) working days. Should the Employer refuse to allow the employee to return to work, the termination shall be considered as a discharge, effective the date that the employee sought to return to work, and may be grieved as a discharge.
- 32.07** Recall from a layoff will be made on the basis of seniority and classification of work.
- 32.08** The Employer shall give notice of recall personally or by registered mail.

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.

Where notice of recall is given by registered mail, notice is deemed to be given three (3) days from the date of mailing.

- 32.09** The employee shall return to work within ten (10) working days of receipt of notice of recall, unless, on reasonable grounds, he is unable to do so, but in any event he shall return to work within 28 calendar days.
- 32.10** If an employee fails to report for duty for a period of one (1) week without properly advising the Employer with a valid reason for his or her absence, the employee shall be considered to have abandoned his or her position. The employee shall be terminated as a result.

**A**

**STATEMENT OF DUTIES**

- 33.01** When an employee is first hired or when an employee is reassigned to another position in the Bargaining Unit, the Employer shall, before the employee is assigned to that position, provide the employee with a current and accurate written statement of duties of the position to which he or she is assigned.
- 33.02** Upon written request, an employee shall be given a complete and current statement of duties and responsibilities of his or her position.

## **ARTICLE 34**

### **EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEES FILES**

- 34.01** (a) When a formal review of an employee's performance is made, the employee concerned shall be given the opportunity to discuss then sign the review form in question to indicate that its contents have been read and understood. The employee shall also be given the opportunity to provide written comments to be attached to his performance appraisal and may use the grievance procedure in Article 36 to correct any factual inaccuracies in his performance appraisal.
- (b) The formal review of an employee's performance shall also incorporate an opportunity for the employee to state his career development goals and request any training, in service training, retraining, or any facets of career development which may be available.
- 34.02** The Employer agrees not to introduce as evidence in the case of promotional opportunities or disciplinary action any document from the file of an employee, the existence of which the employee was not made aware, by the provision of a copy thereof at the time of filing or within five (5) working days thereafter.
- 34.03** Any document or written statement related to disciplinary action which may have been placed on the Personnel file of an employee shall be destroyed after two (2) years have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.
- 34.04** Upon written request of an employee, the Personnel file of that employee shall be made available for his examination at reasonable times in the presence of an authorized representative of the Employer. Twenty-four (24) hours notice will be given.
- 34.05** (a) The Employer's representative who assesses an employee's performance must have observed the employee's performance for at least one-half ( $\frac{1}{2}$ ) of the period for which the employee's performance is evaluated.
- (b) Where an employee is required to attend a meeting with the Employer to deal with matters that are of a disciplinary nature, the employee shall have the right to have a representative of the Union in attendance. The Employer must advise the employee of his right to be accompanied by his representative at least one day in advance of said meeting.
- (c) Only one file per employee for the purposes of performance evaluation or discipline shall exist.
- (d) The Employer agrees that communications between an employee and his representative are privileged and confidential. The Employer shall not ask questions of the representatives on confidential matters and the representative shall not be forced to testify against an employee.

## **ARTICLE 35**

### **CLASSIFICATION**

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

## **ARTICLE 36**

### **~~A~~ OF DISPUTES**

- 36.01** Grievances shall ~~be~~ settled according to the following procedures for adjustment of disputes and arbitration
- 36.02** If he so desires, an employee may be assisted and represented by the Union when presenting a grievance at any level.
- 36.03** An employee who wishes to present a grievance at any prescribed level in the grievance procedure, shall transmit this grievance in writing to the first level of management stating the matters giving rise to the grievance, provisions of the Agreement violated, and the redress sought. The Employer shall provide a receipt for the grievance.
- 36.04** A grievance of an employee shall not be deemed to be invalid by a reason only of the fact it is not in accordance with the form supplied by the Employer.
- 36.05** Except as otherwise provided in this Agreement a grievance shall be processed by recourse to the following steps:
- (a) First Level (Assistant Secretary Manager or Maintenance Supervisor)
  - (b) Second Level (Housing Manager)
  - (c) Final Level (Arbitration)
- 36.06** 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.
- 36.07** An employee may present a grievance to the first level of the procedure in the manner prescribed in Clause 36.03 not later than fourteen (14) calendar days after the date on which he is notified orally



or in writing or on which he first becomes aware of the action or circumstances giving rise to the grievance.

- 36.08** The Employer shall reply in writing to an employee's grievance within fourteen (14) calendar days at Level 1, and within thirty (30) calendar days at Level 2.
- 36.09** 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 him by the Employer, or
  - (b) where the Employer has not conveyed a decision to the grievor within the time prescribed in Clause 36.08 within fourteen (14) calendar days after the day the reply was due.
- 36.10** Where an employee has been represented by the Union in the presentation of his grievance, the Employer will provide the appropriate representative of the Union with a copy of the Employer's decision at each level of the grievance procedure at the same time that the Employer's decision is conveyed to the employee.
- 36.11** No employee shall be dismissed without first being given notice in writing together with the reasons therefore. When the Employer dismisses an employee, the grievance procedures shall apply except that the grievance may be presented at the Final Level.
- 36.12** The Union shall have the right to initiate and present a grievance in writing on any matter to any level of management specified in the grievance procedure. The Employer shall have the right to initiate a grievance, and present it in writing to the Union Representative. This shall be deemed to have fulfilled the Level 2 requirement. Onus placed upon the Employer throughout this Section shall be placed upon the Union in this instance and the same time limits shall apply.
- Grievances shall be initiated under this clause not later than fourteen (14) calendar days after the date on which the other party first becomes aware of the action or circumstances giving rise to the grievance.
- 36.14** An employee shall have the right to present a grievance on matters relating to the application or interpretation of this Agreement provided he first obtains the authorization of the Union prior to presenting such grievance.
- 36.15** An employee may, by written notice to the Housing Manager, withdraw a grievance provided that, where the grievance is one arising out of the application or interpretation of this Agreement his withdrawal has the approval, in writing, of the Union.
- 36.16** The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the employee, and where appropriate, the Union Representative.
- 36.17** No proceedings under this Article are invalid by reason of any defect of form or any technical irregularity.

**Arbitration**

- 36.18** Should the grievance not be resolved following Level 2 either party may, by written notice to the other party, refer the matter to arbitration.
- 36.19** (1) The parties agree that any arbitration arising out of this Agreement shall be made by a single arbitrator to be mutually agreed upon by the parties.
- (2) If mutual agreement is not reached by the parties to choose a single arbitrator within thirty (30) calendar days from the date that either party receives notification of a wish to proceed to arbitration, then the Canada Labour Relations Board shall be asked to appoint said arbitrator. This appointment shall be accepted by both parties.
- 36.20** (1) The arbitrator has all of the powers granted to arbitrators under the Canada Labour Code Part I in addition to any powers which are contained in this Agreement.
- (2) The arbitrator shall hear and determine the difference or allegation and shall issue a written decision and the decision is final and binding upon the parties and upon any employee affected by it.
- (3) The award of the arbitrator shall be signed by him and copies thereof shall be transmitted to the parties to the dispute within three months of the hearing.
- 36.21** 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 provision of this Agreement, or to increase or decrease wages.
- 36.22** The Employer and the Union shall each pay one-half (½) of the remuneration and expenses of the arbitrator and each party shall bear its own expenses of every such arbitration.
- 36.23** Where a party has failed to comply with any of the terms of the decision of the arbitrator, either party or employee affected by the decision may, after the expiration of thirty (30) calendar days from the date of the receipt of the decision or the date provided in the decision for compliance, whichever is later, make an application to the Supreme Court of the Northwest Territories or Nunavut to enforce the terms of the decision. Except in the case of a question of law there will be no review of the reasons for the decision.
- 36.24** In addition to the powers granted to arbitrators under the Provision of the Canada Labour Code Part I the Arbitrator may determine that the employee has been dismissed for other than proper cause and he may:
- (a) direct the Employer to reinstate the employee and pay to the employee a sum equal to his wages lost by reason of his dismissal, or such less sum as in the opinion of the arbitrator is fair and reasonable: or
- (b) make such order as he considers fair and reasonable having regard to the terms of this Agreement.

## **ARTICLE 37**

### **CONTRACTING OUT**

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

## **ARTICLE 38**

### **LABOUR/MANAGEMENT COMMITTEE**

- 38.01** A Labour/Management Committee will be formed to consult on matters of Safety and Health, the Employee Assistance Program, and other matters of mutual interest.
- 38.02** The Labour/Management Committee shall be comprised of equal representation of the Union and the Employer, with each party choosing their respective representatives.
- 38.03** The Committee will meet at any time at the request of either party, but in any event will meet at least once every six (6) months.
- 38.04** In matters of Safety and Health, the Committee will follow the following provisions:

#### **Right to Refuse Dangerous Work**

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

#### **First Aid**

- (b) (i) The Committee should ensure that employees can obtain the assistance of a first aid attendant easily and rapidly in all workplaces.
- (ii) The Committee should provide first aid kits in all establishments, including third party premises, keep the said kits in good condition and make them accessible and available to employees at all times.

- (iii) A list of all first aid attendants and the locations in which they may be found shall be posted in all establishments as determined by the Committee.

### **First Aid Training**

- (c) 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.

### **Transportation of Injured Workers**

- (d) The Employer shall provide, at no expense to the employee, appropriate transportation to the nearest physician or medical facility and from there to his home or place of work depending on the decision of the attending physician, when such services are immediately required for an employee as a result of injury or serious ailment occurring in the workplace. If the employee receives compensation from any source for expenses incurred on the employee's behalf by the Employer in such a situation, the Employer may recover that amount from the employee.

### **Occupational Health Examinations**

- (e) (i) Where the Employer requires an employee to undergo an occupational health examination by a qualified practitioner, chosen by the employee, the examination will be conducted at no expense to the employee.
- (ii) An employee shall be granted leave with pay to attend the examination and the Employer shall assume the cost of any travel expenses.
- (iii) All occupational health information, forms and records transmitted or used in connection with these occupational health examinations will be conveyed to the employee involved and maintained in a medical confidential status and retained within the medical community.
- (9) The work environment will be monitored and where a problem is perceived by the Committee it shall be investigated and remedied as appropriate.

### **Protective Clothing and Equipment**

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

### **The Right to Know Hazard Identification**

- 38.05 (a) The Employer shall identify in writing in both appropriate languages, new or presently used chemicals, substances or equipment present in the work area including hazards or suspected hazards, precautions and antidotes or procedures to be followed following exposure.

### Information and Investigations Concerning Health Hazards and Work Injuries

- (b) (i) The Committee shall conduct such investigations as may be necessary to determine the circumstances surrounding work injuries and health hazards arising. Such investigations shall be conducted in the presence of Committee members.

Reports of these investigations shall be submitted to the Committee as well as to the Union Representative and the Employer, who may request further information from the person(s) who conducted the investigation.

- (ii) If the Employer receives a copy of the report of injury it shall be passed on to the Union.

### Part 1 of Legislation or Employer's Policies

- (c) The Employer shall make available to employees an updated copy of applicable health and safety Legislation and Regulations and Employer's Policies and Standards such as:

- (i) Handbook of Occupational Health and Safety (Treasury Board of Canada); or
- (ii) Part IV Canada Labour Code and Regulations; or
- (iii) Territorial Acts; or
- (iv) Provincial Legislation.

### Video Display Terminals

- 38.06** The Employer shall not use in the workplace any video display terminal that is not approved by the Canada Standards Association.
- 38.07** In the event that the premises of the Employer become "smoke free", the Employer shall provide a designated area in each of the Employer's premises where smoking will be permitted.

### Employee Assistance Program

- 38.08** In matters of the employee Assistance Program, the Labour/Management Committee shall concern itself with poor work performance resulting from suspected alcohol or drug addiction.
- 38.09** Should this item of business arise during a Labour/Management Committee meeting, the Committee will deal with the matter confidentially taking into consideration the following provisions:
- (a) That alcohol and drug addictions are medical disorders, and
  - (b) That an employee should be encouraged to remedy a disorder due to an addiction, and
  - (c) That benefits normally extended to employees during the time of illness shall be extended to an employee suffering from an addiction at such a time that he or she seeks to correct this disorder, and

- (d) That the decision to undertake treatment is the responsibility of the employee, and
- (e) That ~~the~~ decision to seek treatment will not affect ~~job~~ security.

## **ARTICLE 39**

### **ULTIMATE REMOVAL ASSISTANCE**

- 39.01** Employees hired ~~prior to~~ April ~~1~~ **1991** who have been provided with removal assistance upon initial appointment ~~will be~~ entitled to the benefits of the Article. Employees hired on or ~~after~~ April **1, 1991** will not be eligible for any of the provisions of this article.
- 39.02** Locally ~~hired~~ employees hired prior to April **1, 1991** who have ten ~~(10)~~ full years of employment or more at time of ~~termination~~ of his employment and certifies his intention of leaving the Northwest Territories or ~~Nunavut~~ or moving to another settlement ~~within~~ the Northwest Territories ~~or Nunavut~~ ~~within thirty (30) days of termination~~ except in extenuating circumstances approved by the Employer will be entitled to Ultimate Removal Assistance of two thousand dollars (\$2,000.00) for the employee and each of his dependents.
- 39.03** (a) ~~Laid off~~ employees, at the time his seniority and employment are terminated according to Article **32.01**, shall be eligible for one hundred percent **(100%)** of ultimate removal assistance regardless of length of service.
- (b) The dependants of a deceased employee shall be eligible for one hundred percent **(100%)** ~~ultimate~~ removal regardless of length of service.
- 39.04** In the case of an employee who has received annual leave travel assistance in the same half of fiscal year in which the ultimate ~~removal~~ is claimed, the approved total of removal assistance will be reduced by the amount of the received annual leave travel assistance.

## **ARTICLE 40**

### **DUTY TRAVEL**

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

#### **Entitlement**

- 40.02** The entitlements set out hereunder are subject to limitations in Clauses **40.05**, **40.07** and **40.08**. Where the expenses for meals, lodging and other items cannot be kept within the entitlements laid down in this Article, the claimant must explain the circumstances on his claim and justify ~~actual~~ expenses by receipts.

## Transportation

**40.03** The cost of transportation is authorized as **follows**:

- (a) economy air (employees may be entitled to travel first class if proof is provided that economy air was not available on a required flight);
- (b) privately owned vehicle at the **54¢** per mile
- (c) chartered aircraft;
- (d) first class rail with sleeping car, duplex roomette, or parlour car chair except that coach **class** should normally be used for **short** trips;
- (e) rented or hired cars - where this is the most reasonable or economical means of travel. Employees renting vehicles are to ensure that the rental charge includes **an** item for cost of insurance coverage for damage to the vehicle and that there is insurance against all **liability**.

## Accommodation

- 40.04**
- (a) Commercial accommodation (not exceeding fifteen (15) calendar days) - employees may be reimbursed for actual costs of **authorized accommodation**. Where possible employees shall use hotels which provide special rates for Government employees. When making a reservation with a listed hotel, it should be clearly indicated that the accommodation is for a Government of the Northwest Territories or Nunavut employee in travel status and is to be at the Government agreed rate. Commercial accommodation expenses must be accompanied by receipts.
  - (b) Accommodation for **Periods** in Excess of fifteen (15) Calendar Days - Normally the employee will be expected to make appropriate arrangements for suitable rental accommodation at weekly or monthly rates. This should be arranged prior to the start of the period in travel status or shortly after arrival.
  - (c) Noncommercial Accommodation - where employees make private arrangements for overnight accommodation, they may claim \$13.50 for each night.

## Meals and Incidental Expenses

- 40.05**
- (a) Expenses claimed **under** this heading are for the cost of meals consumed and **for** such incidental expenses as tips to miscellaneous service personnel, etc.

For periods of duty travel not exceeding **fifteen** (15) calendar days, a per diem rate of **\$43.55** will be paid. In the event an employee is in travel status for a part day only, the following amounts may be claimed:

(i) Breakfast	<b>\$ 8.20</b>
(ii) Lunch	<b>\$10.10</b>
(iii) Dinner	<b>\$19.25</b>
(iv) Incidentals	<b>\$ 6.00</b>

If meals are provided as part of the cost of transportation, they cannot be claimed for by the employee. These rates will be adjusted as the Federal Rates are changed.

**NOTE:** Where the actual ~~cost~~ of meals and services exceeds the maximum allowance, and where the reason for this excess can be justified, and the expenses supported by receipts (~~cost~~ of meals is not to be included on hotel bill), the employee will be reimbursed for the actual expense incurred. Where receipts cannot be provided, reimbursement will be made for the meal allowances outlined above.

- (b) Except in communities where housekeeping units or reasonable room and board are not available, when travel status extends beyond fifteen (15) calendar days in one location, the maximum amount claimable for meals shall be reduced to \$15.00 per day inclusive for all days in excess of fifteen (15) calendar days.

#### Other Expenses

#### **40.06** Employees may be reimbursed for:

- (a) long distance telephone calls of an official nature ~~providing~~ that an explanation is provided. Where an employee is required to remain absent from his home over a weekend, and has been on continuous travel status for two (2) or more days preceding the weekend, he shall be reimbursed for a personal long distance call not to exceed five (5) minutes (to be supported by receipts where available);
- (b) baggage - for storage and excess baggage charges where this is in the performance of duty and a satisfactory explanation is provided;
- (c) taxis - the use of taxis must be explained except where the purpose is self evident. Taxis should not be authorized for repeated trips between the same place where convenient public transportation is available;
- (d) laundry - after two consecutive days on duty travel, a maximum of \$2.00 per day for each subsequent day supported by receipts in all cases;
- (e) local phone calls for business purposes;
- (f) payment of casual wages for service personnel where a satisfactory explanation is provided, not to exceed \$50.00 supported by receipts in all cases.

#### Child Care Expenses

- (g) Employees may be reimbursed a maximum of \$40.00 per day per child, upon provision of receipts, if the employee, due to the requirement to travel on behalf of the Employer, incurs child care expenses which exceed those which would have been normally incurred.



## Limitations

**40.07** Notwithstanding Clause **40.06(f)**, no item of "other expenses" or transportation in excess of \$5.00, will be reimbursed unless it is supported by a receipt.

Employees required to travel on behalf of the Employer shall receive an advance of funds prior to their trip in the approximate amount as will be required for the duration of the travel and stay. Amounts spent must be verified by receipts as specified in this section.

**40.08** The following expenses will not be allowed:

- (a) purchase of briefcases, fountain pens, tools or any other supplies or equipment;
- (b) rental of television or radio receiving sets, where not included in the charge for lodgings;
- (c) purchases of a personal nature, such as baggage, clothing, etc.
- (d) subject to Clause **40.06(a)**, telephone, telegraph, cable, or radio messages of a personal nature except in the case of unavoidable delay in arrival home;
- (e) expenses of any kind incurred during stopovers for personal reasons or during periods of leave, with or without pay;
- (9) any losses of money or of personal belongings.

### Travel by Privately Owned Car

**40.09** The Employer will reimburse an employee who with prior authorization uses a privately owned car for necessary travel business.

### Headquarters Travel

**40.10** The Employer may reimburse employees for unusual transportation expenses necessarily incurred while carrying out their duties within their headquarters area.

### Entitlement

**40.11** Subject to the Employer's approval, payment shall be made for transportation in the headquarters area of the employee in the following circumstances:

- (a) for a taxi between home and place of duty where the employee is required to work after normal hours and circumstances such as the combination of late hours, weather and distance make it unreasonable to use his normal means of getting to or from work;
- (b) where transportation is necessary for such reasons as the carrying of bulky documents or because of the time factor and the method chosen is the most economical under the circumstances.

**40.12** Where applicable, expense rates will be adjusted as the Federal rate is changed.

## **ARTICLE 41**

### **SHORT TERM LEAVE FOR TRAINING PURPOSES**

- 41.01** Leave without pay to take advanced or ~~supplementary~~ professional or technical ~~training of~~ less than one academic year may be granted to employees upon the recommendation of the Housing Manager and with the approval of the Employer.
- 41.02** Such leave shall be based on an appraisal of the present and future job requirements and the qualifications of the employee applying therefor and shall be granted only to meet the identified needs of the Employer.
- 41.03** (a) Full or partial financial assistance in respect of salary, tuition, travelling and other expenses may be granted during such leave;
- (i) where the employee has become technically obsolete and requires retraining to satisfactorily carry out the work assigned to him; or
  - (ii) where ~~the~~ courses are required to keep the employee abreast of new knowledge and techniques in ~~his~~ field of work; or
  - (iii) where qualified persons cannot be recruited to carry out essential work and it is necessary to train present employees.
- (b) When an employee provides the Employer with evidence that he has successfully completed a ~~course~~ the Employer may reimburse the employee for tuition fees paid by him with respect to the course if the course is of value to the employee's work and does not require him to be absent from duty.
- (c) 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.
- 41.04** Where a request for leave under Clause 41.01 and 41.02 has been submitted by an employee, the Employer shall, within sixty (60) calendar days from the date of the employee's submission, advise the employee whether his request has been approved or denied.
- 41.05** The employee will refund all costs expended by the Employer other than the wages if he fails to complete any training course for no apparent reasons. A repayment schedule will be mutually agreed upon prior to repayment.

## **ARTICLE 42**

### **CIVIL LIABILITY**

- 42.01** If an action or proceeding is brought against any employee or former employee covered by this Agreement for an alleged tort committed by him in the performance of his duties, then:
- (a) The employee, upon ~~being~~ served with any legal process, or upon receipt of any action or proceeding as hereinbefore referred to, being commenced against him shall advise the Housing Manager of any such notification or legal process;
  - (b) The Employer shall pay any damages or costs awarded against any such employee in any such action or proceedings and all legal fees, and/or;
  - (c) The Employer shall pay any sum required to be paid by such employee in connection with the settlement of any claim made against such employee provided the conduct of the employee which gave rise to the action did not constitute a gross disregard or neglect of his duty as an employee. The employee shall not enter into any settlement agreement without the express written authority of the Employer and if he ~~doe~~; enter into any such settlement agreement without proper authorization he agrees to waive any rights provided to him under this Article.
  - (d) Upon the employee notifying the Employer in accordance with paragraph (a) above, the Employer and the employee shall forthwith meet and appoint counsel that is mutually agreeable to both parties. Should the parties be unable to agree on counsel that is satisfactory to both, then the Employer shall unilaterally appoint counsel. The employee agrees to cooperate fully with ~~appointed~~ counsel.
  - (e) If upon adjudication of a matter arising out of this Article there is a finding that the employee was not acting in the performance of ~~his~~ duties at the time of the alleged tort then he shall be indebted to the Employer for an amount equal to the expenses incurred on his behalf pursuant ~~to~~ this Article. Prior ~~to~~ said recovery the Employer and employee shall discuss an acceptable recovery schedule.

## **ARTICLE 43**

### **SUSPENSION AND DISCIPLINE**

- 43.01** The Employer shall have ~~the~~ right to suspend with or without pay and/or discharge an employee for just and sufficient cause. Prior to suspending or discharging an employee, the Employer shall examine several factors such as the seriousness of the offence, the employee's length of service, and other relevant mitigating factors.
- 43.02** When employees are to be suspended or discharged from duty, the Employer shall notify the employee in writing of the reasons for such suspension or discharge at least ~~twenty-four~~ (24) hours

of the suspension or discharge in sufficient detail that the employee may defend himself/herself against it.

- 43.03** The Employer shall notify the local representative of the Union that such suspension or discharge has occurred or is to occur.
- 43.04** When employees are required to attend a meeting where a disciplinary decision concerning them is to be taken by the Employer, or a representative of the Employer, the employees are entitled to have, at their request, a representative of the Union attend the meeting.
- 43.05** The Labour/Management Committee shall meet to review any matter being referred to arbitration and shall attempt to resolve the matter within four (4) days. Failing a suitable resolution, the matter will proceed to Arbitration.

## **ARTICLE 44**

### **VACANCIES AND JOB POSTINGS**

- 44.01** Every vacancy for positions expected to be of more than six (6) months' duration and every newly created position shall be posted on the Union notice Board. The job posting shall state the job classification, rate of pay, shift, and required qualifications of the job. An employee who wishes to apply for a position so posted shall do so on or before the closing date as advertised on the posting.
- 44.02** Seniority shall be the governing factor in determining promotions, demotions, order of layoff and order of recall, and filling of jobs after posting, providing that the most senior employee possesses the required qualifications and ability to perform the normal requirements of the job.
- (a) Ability to do the job means ability to perform the normal requirements of the job following an appropriate familiarization period or following an appropriate training and trial period of one (1) month duration.
- (b) Within the one (1) month familiarization period as specified in (a) above, the employee may notify the Employer of his desire to revert to his former position. The Employer shall facilitate this request within a reasonable period of time.
- 44.03** No employee shall be transferred to a position outside the bargaining unit without his consent. If an employee is transferred to a position outside the bargaining unit, he shall retain his seniority accumulated up to the date of leaving the unit, but will not accumulate further seniority. Such employee shall have the right to return to a position in the bargaining unit consistent with his seniority accumulated up to the date of transfer outside the unit.
- 44.04** No employee shall be transferred to another position within the bargaining unit without his consent.
- 44.05** New employees shall not be hired when there are employees on layoff who are qualified and willing to perform the job.

**44.06** Nothing herein shall prevent the Employer from hiring persons outside the Bargaining Unit.

## **ARTICLE 45**

### **PRESENT CONDITIONS AND BENEFITS**

- 45.01** The Employer shall continue offering a voluntary pension to employees whereby an amount up to five percent (5%) ~~is~~ matched by the Employer and remitted to the Registered Retirement Pension Plan of employees choice amongst the choices offered by the Employer. Effective April 1, 1997 it shall be a condition of participation in the RRSP that ~~existing~~ Employer contributions and future Employer ~~contributions~~ cannot be withdrawn from the Plan while the employee remains employed by the Employer.
- 45.02** The Employer agrees to continue offering employees full coverage under the Crown Life Plan which includes dental, vision care, and prescription drug benefits, or through another carrier provided comparable benefits are maintained, at no cost to the employee.
- 45.03** ~~Subject to~~ the continued receipt of funding for this purpose the Employer agrees to continue to offer present life insurance coverage at no cost to the employee.
- 45.04** (a) Employees who have been issued vehicles by the Employer for the purpose of their employment shall be allowed to use the Employer's vehicle for transportation to work and back before and after work as well as the meal period under the following conditions:
- (i) The vehicle is not to be used for any private use other than that stated above.
  - (ii) No passengers shall be allowed except with the express approval of Management.
  - (iii) The employees acknowledge that this is a taxable benefit and agree to pay said taxes as required.
  - (iv) No person other than the employee to whom the vehicle is issued shall operate the vehicle without the express authorization of the Employer.
  - (v) Any employee found to be abusing the vehicles or this privilege or violating any of these rules will forfeit this privilege.
- (b) The Employer reserves the right to withdraw this privilege if it deems it necessary to do so.
- 45.05** The Employer agrees to continue to make deductions from the wages of employees payments for short term disability and long term disability insurance under the present plan.

## **ARTICLE 46**

### **EQUAL PAY FOR WORK OF EQUAL VALUE**

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

## **ARTICLE 47**

### **BILINGUALISM**

- 47.01** The Employer shall notify the employee and/or the Union that a position ~~has~~ been designated bilingual (i.e. present incumbent, vacant position and newly created position) eighteen (18) months in advance for the purpose of review and consultation with ~~the~~ Union.
- 47.02** The Employer agrees that a ~~unilingual~~ employee in a position designated as bilingual retains that position. The employee may at ~~his/her~~ option be provided by the Employer with language training to meet the requirements of a bilingual position.
- 47.03** An employee may, at ~~his/her~~ own option, choose to transfer to another position ~~in~~ order to assist in the filling of ~~this position~~ with a person who better meets the revised qualifications. Should the Employer agree to such a transfer, that employee shall suffer no ~~loss~~ in pay even if the position transferred to carries with it a lower pay rate.

### **Bilingual Bonus**

- 47.04** Where an employer is required on a day to day operation on the job to speak both English and Inuktitut there ~~shall~~ be paid an annual bilingual bonus of four hundred and ninety nine dollars and ninety nine cents (\$499.99) to be paid in two lump sum bonus cheques in mid July and mid December. The ~~Labour/Management~~ Committee will meet to review the entitlement to ensure that the day to day requirement ~~is~~ consistently applied.

## **ARTICLE 48**

### **TRADES**

#### **Application**

- 48.01** The provision of this Article shall apply to all positions in the trades category of the classification system.

#### **Wash Up Time**

- 48.02** Labour and Trades employees, Equipment Operations employees, and Equipment Maintenance employees shall be ~~permitted~~ paid wash up time to a maximum of ten (10) minutes at the conclusion

of each shift. in unusual circumstances this period may be extended by the employee's supervisor or officer in charge to a maximum of fifteen (15) minutes.

#### Work Clothing and Protective Equipment

**48.03** (1) Where the following Articles are required by the Employer or the Worker's Compensation Board:

- (i) hard hats
- (ii) aprons
- (iii) welding goggles
- (iv) dust protection
- (v) eye protection, except prescription lenses
- (vi) ear protection

(a) The Employer shall supply new employees with the Articles of equipment as required;

(b) The Employer shall supply employees moving to another department with the Articles of equipment they require and that they do not possess at time of move.

(2) The Employer shall replace these Articles mentioned in (1) above as required when they are presented worn or damaged beyond repair by an employee, at no cost to the employee.

(3) An annual allowance of four hundred dollars (\$400.00) will be provided to those Maintenance employees and two hundred dollars (\$200.00) for those Administration employees whom the Employer, the Workers' Compensation Board or the NWT Safety Act, deems to require safety footwear and gloves. This allowance must be applied to the following items reflecting advances in technology most suitable for seasonal Arctic conditions:

(a) safety footwear which shall be mandatory in maintenance positions

(b) coveralls

(c) winter clothing

(d) gloves.

An employee will receive this allowance on initial appointment and after every twelve (12) months of employment.

#### Adverse Weather Conditions

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

**48.05** (a) New Trades employees, including apprentices, are required to supply their own journeyman tool kit.

- (b) When an employee, including an apprentice, presents a worn out or broken **tool**, which he uses in the regular **performance** of his work, to the Manager for verification, the Employer agrees to replace such tool with a tool **of** similar quality.
- (c) Lost tools shall be replaced by the employee except that the Employer shall **assist** employees in the purchase **of** such tools by **purchasing** them in the Housing Authority's name and selling them to the employee at the Employer's **cost** price.
- (d) 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.

**48.06** The Employer shall provide lockable lockers for trades and maintenance employees to secure their personal tools. Details of the locker construction will be approved by the **Labour/Management** Committee.

## ARTICLE 49

### **APPRENTICES**

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

- (a) The Apprentices and Tradesman Act and pursuant regulations shall apply to all apprentices. A copy of the applicable regulations shall **be** supplied to the apprentice upon appointment.
- (b) The recognized Apprenticeship Training Programs shall be those **listed** in the "Apprentice Training Schedule" pursuant to the Apprentices and Tradesmen Act.
- (c) Pay increases shall not be automatic but will be based upon levels of **certification** issued by the Apprentices Branch and shall be effective from the date of certification.
- (d) Apprentice rates will be based on a percentage of the appropriate Journeyman rate as follows:

four year training programs

year 1	<b>55%</b>
year 2	<b>65</b>
year 3	<b>75%</b>
year 4	<b>85%</b>

three year training programs

year 1	<b>60%</b>
year 2	<b>70%</b>
year 3	<b>80%</b>



two year training programs

year 1	65%
year2	80%

one year training programs

year 1	70%
--------	-----

- (e) The Employer will pay the following expenses of the apprentice while attending trade courses:
  - (i) one hundred percent (100%) of current wages
  - (ii) a top up to one hundred percent (100%) of accommodations, after applying funding available to the Apprentice from all other sources for the purpose of accommodations. Where the **Employer** contributes to accommodation, it will be entitled to make the necessary arrangements.
  - (iii) telephone call for the **purposes** of arranging accommodations beforehand and for calling the employee's headquarters while on course
  - (iv) personal phone calls in the amount of one (1) call per week not to exceed fifteen (15) minutes each.
- (9) Apprentices shall be entitled to the benefits and terms and conditions of employment of this collective agreement while working and while on course.
- (g) Upon successful completion of the Apprenticeship program, the Employer will make every reasonable effort to provide the apprentice with a permanent full time position in the area of their trade. All time spent as an apprentice shall count towards continuous employment.
- (h) Where an apprentice fails after three (3) attempts to successfully **complete** a trade training course, a recommendation may **be** made to the Board of Directors of the Employer to cancel his contract and the apprentice may be terminated, **but** the Employer will make every reasonable effort to continue to employ that employee elsewhere in **their** organization.
- (i) Up to ~~two~~ (2) apprentices at any time **may** be employees with a maximum term of five (5) years for the purpose of developing journeymen for the region. Term employees on this program may be terminated on acquiring their journeyman status or at the end of their term of appointment to permit new employees to be taken into training. A layoff according **to** the ~~term~~ of this Agreement may occur at an earlier date if funding is not available to continue their employment. **Term** employees on this program will be advised in writing of these conditions upon **employment** with a copy provided to the Union.

## **ARTICLE 50**

### **CREDIT FOR PREVIOUS EXPERIENCE**

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

- {a) employee's who have previously been employed with the Employer shall receive one hundred percent (100%) credit for previous experience if rehired within two years.
- (b) For an employee who has gained related experience elsewhere, their related experience shall be taken into consideration by the Employer when determining their starting increment level.

## **ARTICLE 51**

### **HOUSING ALLOWANCE**

**51.01** Employees who own private housing or who are the principal tenant or lessee, or renter of private accommodation shall receive:

- (a) A Housing Allowance of four hundred and fifty dollars (\$450.00) per month,
- (b) A utility allowance of two hundred and twenty five dollars (\$225.00) per month providing full utilities are being paid by the employee.

In the event that funding for this purpose is increased, levels under this Section shall be increased accordingly.

**51.02** Employees living in public housing shall receive the housing allowance when their rent reaches the "economic rent" level.

## **ARTICLE 52**

### **SETTLEMENT ALLOWANCE**

**52.01** The Employer agrees to pay each employee a settlement allowance in the amount of \$4,484 per year.

**52.02** The Annual Settlement Allowance Entitlement shall be paid to full-time employees in twenty six (26) equal parts as a part of their regular pay cheque. The settlement allowance of part time and casual employees may be calculated on a hourly basis.

**52.03** The amount of settlement allowance shall be clearly identified on the employees pay stub.

**52.04** Should the Government of the Northwest Territories or Nunavut increase or decrease the settlement allowance for Iqaluit above the \$4,484 level, the settlement allowance in 52.01 will be adjusted accordingly.

## **ARTICLE 53**

### **WEATHER CONDITIONS**

- 53.01** The Employer agrees to pay employee's who report to work late as a result of difficulty in getting to work due to adverse weather conditions within Iqaluit.
- 53.02** Where weather conditions are such that an employee is unable to report to work as a result of adverse weather conditions, he shall be paid as if he had worked.
- 53.03** When employees including Casual Workers report to work but are unable to perform their duties due to weather conditions and are thereby not required to work, they shall be paid their full days pay.

## **ARTICLE 54**

### **OUTSIDE EMPLOYMENT**

- 54.01** (a) When an employee wishes to carry on any business or employment outside his regularly scheduled hours of duty he shall notify the Employer in writing of the nature of such business or employment and shall not commence such business or employment without the consent of the Employer.
- (b) When the Employer does not consent to an employee's engagement in business or employment outside his regularly scheduled hours of duty such employee will be notified in writing together with the reason for withholding such permission and recourse to the grievance procedure may be taken.
- 54.02** Employees are prohibited from carrying on any business or employment outside *their* regularly scheduled hours of duty when such business or employment is such that:
- (a) a conflict of duties may develop between an employee's regular work and his outside interests; and
- (b) certain knowledge and information available only to Housing Authority personnel place the individual in a position where he can exploit the knowledge or information for personal gain.
- (c) the outside business or employment in any way interferes with the employee's ability to complete his duties with the Employer.

## **ARTICLE 55**

### **SEVERANCE PAY**

#### **Layoff**

- 55.01** 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 his seniority and employment are terminated according to Article 32.01.
- 55.02** Subject to the following provisions ~~of~~ this Article, the amount ~~of~~ Severance Pay shall ~~be~~ two (2) weeks pay for the first complete year of continuous employment, two (2) weeks pay for the second complete year of continuous employment and one (1) weeks pay for each succeeding complete year of continuous employment.
- 55.03** Severance pay under this Article shall not exceed a total of eighteen (18) weeks.
- 55.04** This Article will come into effect April 1, 1990 at which time all employees will begin to accumulate length of service for the purposes of this Article. Length of service will therefore will not equate to the taken on strength date of the employee.

## **ARTICLE 56**

### **REOPENER OF AGREEMENT AND MUTUAL DISCUSSIONS**

#### **Reopener of Agreement**

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

#### **Mutual Discussions**

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

## **ARTICLE 57**

### **DURATION AND RENEWAL**

- 57.01** The term of this Agreement shall be from April 1, 1994 to March 31, 1997.

The pay schedules contained in Appendix "A" and the Settlement Allowance contained in Article 52 shall apply from April 1, 1994.

All other provisions of this Agreement take effect on the date of signing unless another date is expressly stated therein.

- 57.02** Notwithstanding the preceding, the provisions of this Agreement, including the provisions for the adjustments of disputes in Article 36, shall remain in effect during the negotiations for its renewal and until a new Agreement becomes effective.
- 57.03** Within three (3) months preceding the termination of this Agreement, either party may, by written notice, require the other party to commence bargaining collectively with a view to the conclusion, renewal or revision of the Collective Agreement.
- 57.04** Where notice to commence collective bargaining has been given under Clause 57.03, the Employer shall not without consent by or on behalf of the employees affected, increase or decrease salaries or alter any other term or condition of employment of employees in the Bargaining Unit which was in force on the day on which the notice was given until a renewal or revision of the Agreement, or a new Collective Agreement has been concluded, or an arbitral award has been handed down in accordance with Section 50 of the Canada Labour Code Part I.
- 57.05** All conditions of the Agreement shall become effective April 1, 1997 to apply for the full two (2) following fiscal years. Any necessary adjustments to correct for overpayments from April 1, 1997 resulting from delays in bargaining shall apply to implementation of certain Agreement provisions:
- (1) The thirty-seven and one half (37.5) hour work week for Maintenance employees will be implemented as soon as possible following ratification and no later than June 19, 1997. Until then, the forty (40) hour work week of the previous collective agreement shall apply.
  - (2) Deleting Vacation Travel Assistance for a second VTA and second travel time (Articles 18.10 and 18.1 from the previous collective agreement) is based on implementing these changes retroactively to April 1, 1997. Overpayments in these conditions since April 1, 1997 have been made to certain employees caused by delays in bargaining. To adjust for such overpayments, the following conditions shall apply:
    - (a) If employees have received a second Vacation Travel Assistance payment or travel time on or after April 1, 1997 exceeding their entitlements under this Agreement, the excess amount shall be recovered according to the conditions of Article 24.08 (a) provided the full amount can be recovered by March 31, 1998. Higher maximum deductions will be made if necessary to ensure full repayment by March 31, 1998.
    - (b) The employee may elect to repay the overpayments referred to above more quickly by additional payroll deductions or through direct repayment.
    - (c) The Employer is authorized to deduct any unpaid amounts from an employee's final employment payments if an employee resigns or is dismissed prior to full repayment.
  - (3) The special leave credit and sick leave credit provisions of Article 19.01 and Article 20.01 are based on implementing these conditions retroactively to April 1, 1997 for the full fiscal year ending March 31, 1998. Any sick leave or special leave credits accrued under the terms of the previous collective agreement after April 1, 1997 shall be adjusted accordingly. If this results in a net deficit in an employee's earned sick leave or special leave credits, this deficit must be compensated through the employee earning future credits before the employee is eligible for any further paid leaves covered by Articles 19 and 20.

- (4) The Standby Pay provisions of Article 29.01(4) will be implemented as soon as possible following ratification and no later than June 19, 1997. Until then, the applicable provisions of the previous collective agreement shall apply.

Signed at Iqaluit this 28<sup>th</sup> day of May 1997

On behalf of the Iqaluit Housing  
Authority

  
S. Spring  
Committee Member

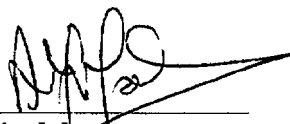
On behalf of the Public Service  
Alliance of Canada

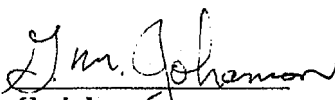
  
J. Kolola  
Committee Member

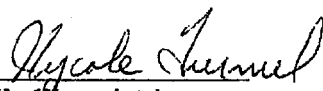
  
A. McRae  
Committee Member

  
T. Moffat  
Committee Member

  
D. Price  
Committee Member

  
A. Johnson  
Negotiator

  
G. Johanson  
Negotiator

  
for - S. Giampietri  
Regional Executive Vice-President  
Ontario Region

**APPENDIX A****RATES OF PAY**

Effective April 1, 1997

**Tenant Relations Officer**

Step	1	2	3	4
100%	19.60	20.21	20.87	21.56
80%	15.68	16.16	16.69	17.24

**Receptionist/Translator**

step	1	2	3
100%	17.30	18.00	18.76

**Finance Officer**

Step	1	2	3
	22.46	23.47	24.10

**Finance Clerk**

Step	1	2	3	4
100%	18.45	19.01	19.56	20.18

Casual Administration employee 12.66

**Housing Maintenance Servicemen**

Step	1	2	3
	20.36	21.32	22.04

**Painter**

Step	1	2	3
	21.32	22.04	22.80

**Oil Burner Mechanic/Warehouseman**

Step	1	2	3
	22.80	23.60	24.43

**Carpenter (Group A)\***

Step	1	2	3
	23.60	24.43	25.32

**Carpenter (Group B)**

Step	1	2	3
	22.89	23.70	24.56



Plumber/Electrician

Step	1	2	3
	24.23	25.10	26.02

Warehouse Clerk

Step	1	2	3
	18.45	19.01	19.56

Trades Helper

Step	1	2	3
	16.74	17.28	17.88

Casual Maintenance Employee 12.73

\* Carpenter (Group A) classification applies only to employees hired prior to April 1, 1991.

**Maintenance**

Carpenter Foreman, HMS Foreman, and Plumber Foreman positions to include a \$500 wage increase for each employee supervised.

NOTES: I Journeyman Trades Certificate or a Certification of Ability may be required for positions classified in these groups.

II Salary placement will be allocated by application of the following criterion only:

(a) Pay Step Three (3)

(i) Employees possessing a valid certificate of ability recognized in the Northwest Territories or Nunavut, and

(ii) Employees in receipt of Pay Step Three (3) salary as of July 1, 1985.

(b) Pay Step One (1) and Two (2)

(i) Employees not possessing a valid recognized certificate of ability but deemed by the Employer to have attained a level of proficiency, by virtue of experience, below that required to obtain a certificate of ability, and

All employees shall receive an automatic increment level increase on their anniversary date of employment until they reach the top level for their classification.