

Collective Agreement

between

**The Municipal Corporation of Iqaluit
(The Employer)**

and

**The Public Service Alliance of Canada
(The Union)**

Expires – June 30, 2003

10187(03)

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ARTICLE 1
PURPOSE OF AGREEMENT

- 1.01 The Purpose of this Agreement is to maintain harmonious and mutually beneficial relations between the Municipal Corporation of Iqaluit as represented by Mayor, Councillors and Town Management; 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 to increase the productivity of the Employees to the end that the residents of Iqaluit 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 e
INTERPRETATION AND DEFINITIONS

- 2:01 For the purpose of this Agreement:
- (a) *"Agreement"* and *"Collective Agreement"* mean this Collective Agreement;
 - (b) *"Alliance"* means the Public Service Alliance of Canada;
 - (c) *"Allowance"* means compensation payable to an Employee in addition to his or her regular pay and includes settlement allowance, housing allowance and utility allowance;
 - (d) *"Bargaining Unit"* means all persons employed by the Town excluding the Chief Administrative Officer, Deputy Chief Administrative Officer, Director of Finance, Human Resource Manager, Municipal Liaison Officer, Admin/Confidential Clerk, Controller, Fire Chief, Deputy Fire Chief, Chief By-law Enforcement

Officer, Director of Recreation, Director of Public Works, Operations Superintendent, Town Planner and Senior Interpreter/Translator.

- (e) *"CAO"* means the Chief Administrative Officer of the Employer;
- (f) *"Casual Employee"* means a person employed by the Employer on an as needed basis with no expectation of continued employment. Probation period shall not apply;
- (g) *"Common-law spouse"* means a person that an Employee has, for a continuous period of at least one (1) year, lived with, has publicly represented to be his or her spouse, lives and intends to continue to live with, as if that person were his or her spouse.
- (h) *"Continuous Employment"* and *"Continuous Service"* mean uninterrupted employment with the Employer; and
 - (i) with reference to reemployment of an Employee after a lay off, his or her employment in the position held by him or her at the time he or she was laid off and his or her employment in the position in which he or she is re-employed, shall constitute continuous employment;
 - (ii) 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 re-employed within a period of 9 months, his or her periods of employment for the purposes of sick leave, vacation leave, and vacation travel benefits shall be considered as continuous employment; and
 - (iii) prior service with the GNWT, the Government of Nunavut or with the Government of Canada shall be added to the length of continuous employment, provided that the recruitment occurred within 3 months of the Employee terminating his or her employment with the GNWT, the Government of Nunavut or with the Government of Canada.

For the purposes of this Agreement, such prior service shall be used for calculation of entitlement to vacation leave, vacation travel assistance, sick leave and special leave only. It shall not confer seniority for vacation leave preference, lay off or promotion.

- (i) **"Day"** means the 24 hour period commencing at 12:01 a.m., except that, in the case of dispatchers in the Emergency Services Department, **"day"** means the 24 hour period commencing at 7:01 a.m.
- (j) **"Day of Rest"** in relation to an Employee means a day other than a holiday on which that Employee is not ordinarily required to perform the duties of his or her position other than by reason of his or her being on leave of absence.
- (k) **"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 or her former position.
- (l) **"Department head and director"** mean the person in charge of a department as designated by the Employer. These two titles may be interchangeable as the context requires.
- (m) **"Dependant"** means a person who is that Employee's
 - (i) spouse and resides with that Employee, or
 - (ii) child, including step-child and adopted child who is
 - (a) under 19 years of age and resides with and is dependant upon that Employee for support; or
 - (b) under twenty one (21) years of age and dependant upon that Employee by reason of full time attendance at an educational institution; or
 - (c) wholly dependant upon that Employee for support by reason of handicap, or of mental or physical infirmity.

- (n) *"Effects "*includes furniture, household goods, appliances, tradesman's tools as well as personal belongings of an Employee and his or her dependants at the time of removal;
- (o) *"Emergency "*means an unplanned requirement for service that must be dealt with urgently and where delay in performing the work could have negative health, safety or financial consequences;
- (p) *"Employee"* means a member of the Bargaining Unit;
- (q) *"Employer"* means the Municipal Corporation of Iqaluit;
- (r) *"Fiscal Year"* means the period from January 1 to December 31 of the same year;
- (s) *"Grievance"* means a complaint in writing as per Article 36;
- (t) *"Gross salary"* means an Employee's regular pay;
- (u) *"Holiday"* means the 24 hour period commencing at 12:01 a.m. of a day designated in this agreement as a paid holiday, except that, in the case of dispatchers in the Emergency Services, *"Holiday"* means the 24 hour period commencing at 7:01 a.m. of a day designated in this Agreement as a paid holiday;
- (v) *"Lay-off"* means the termination of a permanent or term Employee because of lack of work or lack of funding;
- (w) *"Leave of Absence "* means absence from duty with the Employer's permission.
- (x) *"Leave credits"* means the leave entitlement earned by an Employee based on the Employee's regular hours of work to a maximum of 8 hours per day;
- (y) *"Lieu time"* means the equivalent leave with pay taken in lieu of cash payment;

- (z) *"Medical certificate"* means a document signed by a qualified medical practitioner certifying the dates on which an Employee was, is or will be unfit to carry out his or her duties due to illness or injury;
- (aa) *"Membership fees"* means the fees established pursuant to the Bylaws 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;
- (bb) *"Overtime"* means work performed by an Employee in excess of or outside of his or her regularly scheduled hours of work;
- (cc) *"Part-time Employee"* means a person employed on a continuing basis for less than the standard work day or week;
- (dd) *"Permanent Employee"* means a person employed in a full time position designated by the Employer as such;
- (ee) *"Permanent part-time Employee"* means a person employed on a continuing basis for less than the standard work day or week in a part-time position designated by the Employer as such;
- (ff) *"Probation"* means a period of 6 months from the day upon which an Employee is first appointed or a period of 3 months after an Employee has been transferred or promoted from within. If an Employee does not successfully complete his or her probationary period on transfer or promotion the Employer shall appoint the Employee to his or her former position or a position comparable to the one from which he or she was transferred or promoted.
- (gg) *"Promotion"* means the appointment of an Employee to another position, the maximum rate of pay for which exceeds that of his or her former position;
- (hh) *"Rates of pay"* means rates based on an Employee's regular pay expressed as an annual salary:
 - (i) *"bi-weekly rate of pay"* means annual salary divided by 26;
 - (ii) *"weekly rate of pay"* means annual salary divided by 52;

- (iii) *"daily rate of pay"* means weekly rate of pay divided by 5;
- (iv) *"hourly rate of pay"* means daily rate of pay divided by the number of the Employee's regularly scheduled daily hours of work, except that, where an Employee is paid by the hour, the hourly rate of pay shall be the rate of pay established by the Employer for that employment;
- (ii) *"Regular earnings "* or *"regular pay"* means an Employee's rate of pay, not including any overtime, monies paid in lieu of holidays, settlement allowance, housing allowance or any other monies paid in addition to hourly wages;
- (jj) *"Representative "* means an Employee who has been elected or appointed as a shop steward or who represents the union at meetings with the Employer and who is authorized to represent the union;
- (kk) *"Spouse"* includes common-law spouse;
- (ll) *"Student"* means a person who is attending on a full time basis an elementary or secondary school, post-secondary college, university or vocational school, during the current academic year and who intends to return to school full time in the following academic year;
- (mm) *"Supervisor"* means the immediate supervisor of the work of an Employee at the job site on a day to day basis;
- (nn) *"Term Employee"* means a person hired by the Employer for a specified time to perform a certain job;
- (oo) *"Town "* means the Municipal Corporation of Iqaluit;
- (pp) *"Transfer"* means the appointment of an Employee to another position, which does not constitute a promotion or a demotion;
- (qq) *"Union"* means the Public Service Alliance of Canada as represented by its agent the Nunavut Employees Union;
- (rr) *"Week"* means the 7 day period commencing at 12:01 a.m. on Sunday and ending at 12:00 midnight on the following Saturday, except that, in the case of dispatchers in Emergency Services,

"week" means the 7 day period commencing at 7:01 a.m. on Sunday and ending at 7:00 a.m. on the following Sunday.

- 2.02 Where the masculine gender is used, it shall be considered to include the feminine gender, unless any provision of this Agreement otherwise specifies.
- 2.03 The word "may" shall be regarded as permissive and the words "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 The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised by either party or any persons employed by the Employer by reason of age, sex, race, creed, colour, national origin, political or religious affiliation, union membership or activity nor any other grounds prohibited by law.
- 3.03 The Employer shall make every reasonable effort to find alternate employment within its employ for an Employee who becomes unable to carry out his or her normal work functions as a result of a physical or mental disability arising as a result of his or her employment with the Employer.

ARTICLE 4 APPLICATION

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

4.02

- (1) Except as otherwise provided in this Agreement, part-time and casual Employees, other than students, shall be entitled on a pro rata basis to all benefits provided under this Agreement.
- (2) Student part-time and student casual Employees shall be entitled to vacation pay equivalent to 6% of their gross earnings. No other benefits will apply and no seniority will accrue to them.

4.03

The Employer and the Union will each pay 50% of the costs associated with the printing and distribution of the Collective Agreement.

4.04

The Employer and the Union will each pay 50% of the costs associated with the translation of this Agreement into Inuktitut. The local dialect of Inuktitut shall be utilized in this translation. The Employer and the Union will collaborate in the preparation of this translation.

ARTICLE 5

FUTURE LEGISLATION: CONFLICT OF PROVISIONS

5.01

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

5.02

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

ARTICLE 6
STRIKES AND LOCKOUTS

6.01 During the life of this 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

- (1) No Employee shall be required to cross any picket line established by Employees engaging in a legal strike. However, an Employee who is absent from work because of his or her refusal to cross a picket line shall not be paid for such absence.

- (2) In the event of a legal strike, emergency services Employees shall be designated as essential workers, who shall remain on the job. It is agreed between the parties that the work performed by essential workers shall be limited to the activities necessary for the safety and security of the community served.

ARTICLE 7
MANAGEMENT AND DIRECTION

7.01 Except to the extent provided herein, this agreement in no way restricts the Employer in the management and direction of persons employed by the Town.

ARTICLE 8
EMPLOYER DIRECTIVES

8.01 The Employer shall provide the Union with a copy of all personnel directives. Where the Employer proposes to issue a personnel directive which is intended to clarify the interpretation or application of the Collective Agreement, the Employer shall consult with the Union prior to issuing the directive.

ARTICLE 9
UNION ACCESS TO EMPLOYER PREMISES

- 9.01 Upon reasonable notification, the Employer shall permit access to its work premises of an accredited representative of the Union. When visits to restricted areas are involved, the representative shall obtain the Employer's permission to enter the premises. Permission to enter the Employer's premises shall not be unreasonably denied.

ARTICLE 10
APPOINTMENT OF REPRESENTATIVES

- 10.01 The Employer acknowledges the right of the Union to appoint Employees as representatives. The Union will confirm the appointments in writing within 5 working days.

ARTICLE 11
TIME OFF FOR UNION BUSINESS

Arbitration Hearing (Grievance)

- 11.01
- (1) The Employer will grant leave with pay to an Employee who is a party to a grievance which is before an Arbitration Board to attend the Arbitration Hearing.
Employee who acts as a Representative
 - (2) Where operational requirements permit, 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

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

11.02 Where an Employee and his or her representative are involved in the process of this grievance, they shall be granted reasonable time off, as follows:

- (a) leave with pay, when the discussions take place at his or her work place;
- (b) leave without pay, when the discussions take place outside of the work place.

Contract Negotiations Meetings

11.03 The Employer will grant leave with pay for three (3) 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 with pay for three (3) Employees for a maximum of one (1) day each to attend preparatory contract negotiations meetings.

Meetings Between Employee Organizations & Management

11.05 Upon reasonable notification, the Employer will grant time off with pay to two (2) Employees who are meeting with management on behalf of the Union.

Union Executive Council Meetings Congress & Conventions

11.06 Upon reasonable notice, the Employer will grant reasonable leave without pay for up to a maximum of two (2) Employees to attend, in an official capacity, Executive Council meetings and conventions of the Alliance, the Nunavut Employees Union, the Canadian Labour Congress and the Northern Territories Federation of Labour.

Representatives Training Course

11.07 Upon reasonable notice and where operational requirements permit, 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 responsibilities of a representative.

Time-Off for Representatives

11.08

- (1) A representative shall obtain the permission of his or her Supervisor before leaving his or her work to investigate a grievance, to meet with local management for the purpose of dealing with grievances or to attend meetings called by management; such permission shall not be unreasonably withheld.
- (2) The representative shall report back to his or her Supervisor before resuming his or her normal duties.

11.09

Upon reasonable notice, the Employer will grant leave without pay to one (1) Employee;

- (a) to participate as a delegate to constitutional conferences or other similar forums mandated by Territorial Legislation, whose area of interest is of concern to organized Labour; and
- (b) to present briefs to commissions, boards and hearings that are mandated by Territorial Legislation or the Government of Canada, whose area of interest is of concern to organized Labour.

Leave for Paid Elected Nunavut Employees Union Positions

11.10

This Clause applies to an Employee elected as President, 1st Vice-President, 2nd Vice-president or Regional Vice-president of the Nunavut Employees Union.

- (1) The Employee 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 or she is entitled under the Collective Agreement.
- (2) The Employer shall continue to pay the Employee his or her 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 30 days of the date of invoice.

- (3) The benefit of any applicable group plan shall be extended to the Employee and the Union will reimburse the Employer for any costs involved.
- (4) The Employee shall be entitled to an increment for each year of his or her leave of absence to the maximum in the pay level of his or her applicable salary.
- (5) The Employee shall advise the Employer as soon as possible when an extension of the leave of absence is applicable due to reelection and, if requested, an extension shall not be unreasonably denied.
- (6) Upon termination of his or her leave of absence the Employee shall be offered an equivalent of the position he or she held with the Employer before he or she commenced the leave of absence. When the Employee wishes to invoke this Clause, he or she shall provide the Employer with ninety (90) days notice of his or her intent to do so.
- (7) If, during the extension of the leave of absence upon reelection, work methods have changed to the extent that retraining is necessary, the Employee shall provide retraining for himself or herself at no cost to the Employer.
- (8) Notwithstanding subclause (6), the Employer may make an offer of employment to the Employee to a position within the Bargaining Unit should the Employee apply for a position by competition and be the successful candidate.

ARTICLE 12

CHECK OFF

12.01 Effective 30 days following the signing of this Agreement, the Employer will, as a condition of employment, commence deductions from the pay of each Employee of an amount equal to the amount of Membership Fees.

- 12.02 The Union shall inform the Employer in writing of the authorized deduction to be checked off for each Employee.
- 12.03 For the purposes of Clause 12.01, deductions shall be made on a bi-weekly basis to the extent that earnings are available. Where an Employee does not have sufficient earnings in respect of any bi-weekly 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.
- 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 or her behalf
- 12.06 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the Employer.
- 12.07 The Employer agrees to identify annually on each Employee's T-4 slip the total amount of Membership Fees deducted for the preceding year.

ARTICLE 13 INFORMATION

- 13.01
- (1) 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, department, job classification, social insurance number and employment status of all Employees.

- (2) The Employer shall indicate which Employees have been hired or transferred and those Employees whose employment has been terminated during the period reported. The Union shall be notified of Employees not paying dues due to leave and the type of leave.
- 13.02 The Employer shall provide each Employee with a copy of this Collective Agreement.
- 13.03 The Employer agrees to provide each new Employee with a copy of this Collective Agreement upon his or her 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.
- 13.05 The Employer shall maintain Seniority lists showing the length of continuous service of each Employee. The Seniority Lists shall be kept up to date, copies of which shall be posted on bulletin boards and shall be sent to the Union every 6 months.

ARTICLE 14 SENIORITY

- 14.01 Seniority refers to the length of continuous employment, as defined in subclause 2.01(g) and shall be applied to all permanent Employees, including permanent part-time Employees.
- 14.02 If an Employee is transferred or promoted to a position with the Employer outside the Bargaining Unit and subsequently returns to a position within the Bargaining Unit, he or she shall be reinstated on the Seniority List as if he or she had remained in the Bargaining Unit.

Probation

- 14.03 A newly hired permanent full time or permanent part-time Employee shall be on probation for 6 months. During the initial period of probation, the Employee shall be entitled to all rights and benefits of this Agreement except the right to grieve his or her termination or where his or her rights are otherwise limited by this Agreement.

Notwithstanding the foregoing, should the Employer exercise its right to extend the Employee's initial probation period as provided in Clause 14.04, the Employee shall have the right to grieve his or her termination during this extension of the initial probationary period. It is agreed by the parties that the matter is to be considered as a termination of a probationary Employee rather than of an Employee who has successfully completed the probationary period.

- 14.04 Notwithstanding article 2.01 (ff), the initial probationary period may be extended by the CAO for a further single period of up to 3 months. The Employee shall be advised of such extension in writing at least 15 calendar days prior to the end of the initial probationary period. A performance review shall be conducted during the last month of the Employee's probationary period to determine the Employee's suitability for the position.
- 14.05 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.

ARTICLE 15

PROVISION OF BULLETIN BOARDSPACE 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 will process any mail originating from the Union addressed to all Employees in accordance with the Employer's normal internal mail distribution system.
- 15.03 A representative of the Union shall have the right to give each new Employee an orientation of up to 30 minutes and the representative of the Union shall be given leave with pay for such purposes. In cases where a new Employee is unilingual in a language other than English, the representative of the Union and a person to interpret shall have the right to give an orientation of up to one hour and the representative and the interpreter shall be given leave with pay for such purposes.

ARTICLE 16
DESIGNATED PAID HOLIDAYS

16.01 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 (1st Monday in August);
- (g) Labour Day;
- (h) Thanksgiving Day;
- (i) Remembrance Day;
- (j) Christmas Day;
- (k) Boxing Day;

16.02 A paid holiday shall also be granted to all Employees on any special day proclaimed by the Government of Canada, the Nunavut Government, or the Council of the Town of Iqaluit.

16.03 Except with the approval of the Employer, Clause 16.01 and 16.02 shall not apply to an Employee who is absent without cause on:

- (a) the Employee's working day immediately before the designated paid holiday; or
- (b) the designated paid holiday, which was the Employee's regularly scheduled day to work; or
- (c) the Employee's working day immediately following the designated paid holiday.

Holiday Falling on a Day of Rest

16.04 When a day designated as a holiday under Clause 16.01 and 16.02 coincides with an Employee's day of rest, the holiday shall be moved to the Employee's first working day following his or her day of rest.

- 16.05 When a day designated as a holiday for an Employee is moved to another day under the provisions of Clause 16.04,
- (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.
- 16.06 When the Employer requires an Employee to work on a Designated Paid Holiday as part of his or her regularly scheduled hours of duty or as overtime when he or she is not scheduled to work he or she shall be paid one and one-half times his or her hourly rate in addition to the pay that he or she would have been granted had he or she not worked on the holiday.
- 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 Day and the New Year's Day next following.
- 16.09 Where the Municipal Corporation of Iqaluit agrees to provide time off from work for Employees in support of a special occasion, those Employees who are unable to take advantage of this time off due to operational requirements and remain at work shall be given time off in lieu at straight time rate.

ARTICLE 17

LEAVE - GENERAL

- 17.01 When an Employee who has been granted more vacation leave, sick leave or special leave with pay than he or she has earned, dies, the Employee shall be considered to have earned that amount of leave with pay granted to him or her.

- 17.02 When an Employee with more than three years of service who has been granted more vacation leave, sick leave or special leave with pay than he or she has earned is laid off, the Employee shall be considered to have earned that amount of leave with pay granted to him or her.
- 17.03 During the month of January in each year the Employer shall inform each Employee in writing of the balance of his or her special leave, sick leave and vacation leave credits as of the 31st day of December of the previous year.
- 17.04 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. An Employee's request for any leave that the Employer has not responded to within 10 working days from the receipt of the application shall be considered as granted.

Lieu Time

- 17.05
- (1) Employees shall be permitted to accumulate a maximum of 25 days of time in lieu per fiscal year, to be used during the fiscal year.
 - (2) Any lieu time hours in excess of the equivalent of 5 regular working days (8 hours or 7 hours, as the case may be) accumulated but not used as of the last day of the fiscal year, shall be paid out in cash to the Employee in the first month of the new fiscal year.
 - (3) Time in Lieu may only be taken at a time mutually agreeable to the Employee and the Employer.

ARTICLE 18 VACATION LEAVE

Accumulation of Vacation Leave

18.01

- (1) For each complete month of service in a fiscal year and pro-rated for part months of service, a permanent or term Employee shall earn vacation leave at the following rates:
 - (a) one and one quarter ($1\frac{1}{4}$) days each month until the month in which 2 years of continuous service is completed;
 - (b) one and two-thirds ($1\frac{2}{3}$) days each month commencing in the month after completion of 2 years of continuous service and ending in the month in which 10 years of continuous service is completed;
 - (c) two and one twelfth ($2\frac{1}{12}$) days each month commencing in the month after completion of 10 years of continuous service and ending in the month in which 20 years of continuous service is completed;
 - (d) two and one half ($2\frac{1}{2}$) days each month commencing in the month after completion of 20 years of continuous service.
- (2) Permanent part-time Employees shall earn vacation leave based on the provisions 18.01 (1), on a pro rata basis. Casual Employees and part-time Employees shall receive vacation pay equivalent to six percent (6%) of gross earnings.
- (3) An Employee shall not earn vacation leave credits for any period in excess of 30 consecutive days, for which he or she does not receive regular pay.

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 or she has proceeded on vacation leave;
 - (c) grant the Employee his or her vacation leave during the fiscal year in which it is earned at a time specified by the Employee;
 - (d) grant the Employee vacation leave for up to at least 5 consecutive weeks depending upon his or her vacation entitlements when so requested by the Employee;
 - (e) grant the Employee his or her 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.
 - (f) recognize Seniority on preference for a vacation period.
- (2) All requests for vacation leave will be made in writing.
- (3) Each Employee shall be allowed to indicate his or her preference for the approximate date of one continuous period of vacation leave during the fiscal year, in order of Seniority within a Department, on a schedule to be posted for four weeks during the month of January. When each Employee has indicated his or her first choice, choices for a second period of vacation may be indicated in order of Seniority. Subsequent choices may be indicated in a similar manner.

Supervisors and Directors shall make their recommendations to the CAO by February 7 and the CAO shall respond to the Directors by February 14, approving or modifying the recommendations.

Requests for vacation periods in January must be notified in writing to the Employer by November 15 of the previous year. The Employer shall respond in writing by November 30, approving or denying the request with reasons.

- (4) Where an Employee's vacation leave request, under (3), is approved, the Employee shall notify the Director of the exact dates of the vacation leave on confirmation of travel arrangements.
- (5) Where an Employee's vacation leave request, under (3), is not approved, the Director (or the **CAO**, where appropriate) shall notify the Employee in writing of the reasons for not approving the vacation leave request and shall provide an opportunity for discussion.
- (6) Where vacation dates have been approved, subsequent changes to a vacation leave schedule shall be based on availability and not on Seniority.
- (7) During the first 6 months of employment, an Employee may take only the number of days of vacation leave earned up to the first day of leave. Following the initial 6 months of employment, the annual vacation complement may be taken, but must not exceed the entitlement earned for the first fiscal year of employment. In subsequent years, an Employee shall receive, if requested, an advance of vacation leave credits to the end of the fiscal year.

Northern Vacation

18.03 If an Employee has indicated that his or her preferred vacation leave for the fiscal year is to be spent in the north, the Employer shall grant such flexibility with respect to the commencement of vacation leave as may be necessitated by weather factors such as ice conditions, blizzards or inclement weather subject to the following limitations:

- (a) the granting of such flexibility shall not be required, if it results in increased costs to the Employer; and
- (b) the granting of such flexibility must not be permitted to disrupt the vacation leave of another Employee or leave the Employer in a situation where the necessary Employees are not available to perform the work.

18.04 Employees are not permitted to carry over more vacation credits than can be earned in one fiscal year. Vacation leave credits exceeding one year's entitlement will be liquidated in cash in the month of January each year.

18.05 Where in respect of any period of vacation leave, an Employee:

- (a) is granted special leave, when there is a death in his or her immediate family as defined in Article 19; or
- (b) is granted special leave with pay because of illness in his or her 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 as vacation leave credits for use at a later date.

Leave When Employment Terminates

18.06 Where an Employee dies or otherwise terminates his or her employment, the Employee or his or her estate shall, in lieu of earned but unused vacation leave, be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave by the daily rate of pay applicable to the Employee immediately prior to the termination of his or her employment.

18.07 An Employee whose employment is terminated by reason of a declaration that he or she abandoned his or her position is entitled to receive the payment referred to in Clause 18.06.

18.08 The Employer may alter an Employee's vacation period, due to emergency operational requirements, after it has been approved, but no later than one month prior to the scheduled vacation allotment unless:

- (a) the Employee has made non refundable deposits for his or her vacation; or

- (b) the Employee's spouse has arranged a vacation period which coincides with that of the Employee.

Vacation Travel Assistance

18.09

- (1) Subject to subclause (9), all permanent and term Employees travelling on vacation leave are entitled to transportation assistance once each year, in cash, equivalent to the cost of return airfare from Iqaluit to Montreal.
- (2) Notwithstanding subclause (1), an Employee shall not receive transportation assistance under this Article during his or her first 6 months of continuous employment with the Employer.
- (3) Subject to subclause (5), transportation assistance provided to an Employee and his or her dependants, if any, shall be, where travel is by scheduled airline or chartered aircraft, the actual cost of the trip or economy class return airfare to Montreal, whichever results in the lesser expense.
- (4) Return airfare shall be calculated as follows:
- Employee - regular economy class adult fare;
- Employee's Spouse - regular economy class adult fare;
- Employee's Dependant - appropriate percentage of regular economy class adult fare according to the dependant's age.
- (5) Vacation travel assistance shall be available pursuant to these provisions to the Employee, the Employee's spouse and up to and including 3 dependents.
- (6) An Employee may not collect vacation travel assistance earlier than 30 days in advance of his or her scheduled vacation. Subject to the foregoing, vacation travel assistance cheques will be issued not later than 15 days after an request in writing for the same has been approved by the Employee's Director.

- (7) To receive this benefit an Employee must liquidate at least two (2) days of vacation leave.
- (8) The Employee's signature on the application form will serve as the Employee's certification that the vacation travel assistance will be used for the purpose for which it was issued. No other form of accountability will be required.
- (9) Employees with 5 or more years of continuous employment shall be entitled to vacation travel assistance and vacation travel time twice in each fiscal year.
- (10) Upon completion of 5 years of continuous service with the Employer, an Employee may in any year, upon written notification to the Employer, carry forward to the next fiscal year one (1) vacation travel assistance and two (2) travel days.

Travel Time

- 18.10 Vacations shall be lengthened by two (2) work days for the purposes of travel time provided that an Employee liquidates at least an equal number of vacation leave credits.

Winter Bonus Days

- 18.11
- (1) An Employee who has requested and is granted vacation leave between October 1 and March 31 of any year shall, in addition to his or her vacation leave entitlement, receive one day of extra leave for each five (5) consecutive days of vacation leave that he or she liquidates within the above days up to a maximum of four (4) days.
 - (2) In cases where a designated paid holiday falls within the period of vacation leave, it shall be considered as a day of liquidated leave for determining the entitlement of winter bonus days.

ARTICLE 19
SPECIAL LEAVE

19.01 An Employee shall earn special leave credits up to a maximum of 25 days, at the following rates:

- (a) one half day for each calendar month, in which he or she receives pay for 10 days or more, and;
- (b) one quarter day for each calendar month, in which he or she receives pay for less than 10 days.

19.02 For the purposes of this Article, "immediate family" includes an Employee's father, mother, brother, sister, spouse, child, father-in-law, mother-in-law, grandchild, grandparent; and any relative of the Employee permanently residing in the Employee's household or with whom the Employee permanently resides.

19.03

- (1) The Employer shall grant special leave with pay to an Employee, subject to his or her available special leave credits, for a period of up to 5 consecutive working days:
 - (a) where there is a death in the Employee's immediate family; or
 - (b) where a member of the Employee's immediate family becomes ill (not including childbirth) and the Employee is required to care for his or her dependents or for the sick person; or
 - (c) where a member of the immediate family residing outside Iqaluit becomes seriously ill and requires the Employee's attendance; or
 - (d) when the Employee is to be married; or
 - (e) where there is a general transportation break down or tie-up, including land and water travel outside Iqaluit caused by weather, provided that the Employee makes every reasonable effort to report for duty.

- (2) Where more than one of the events specified in subclause (1) happens concurrently, subject to his or her available special leave credits, the Employee may apply for up to 10 consecutive days of special leave, which shall not unreasonably be denied.

19.04 The Employer may grant an Employee special leave with pay, subject to his or her available special leave credits, for a period of up to 5 consecutive working days:

- (1) where special circumstances not directly attributable to the Employee prevent his or her reporting to duty including:
 - (a) serious household or domestic emergencies but not involving a babysitting matter nor a marital dispute;
 - (b) serious community emergencies, where the Employee is required to render assistance;
- (2) in the event of the death of Employee's son-in law, daughter-in-law, brother-in-law, sister-in-law;
- (3) in the event of a death in the Employee's immediate family residing or travelling outside of Canada in addition to special leave eligible in Clause 19.03;
- (4) in circumstances which are of general value to the Employer such as where the Employee:
 - (a) takes an examination which will improve his or her position or qualifications;
 - (b) attends his university convocation, if he or she has been continuously employed for one (1) year;
 - (c) attends a course in civil defence training;
- (5) Such leave will not be unreasonably withheld.

19.05 The Employer shall grant an Employee special leave with pay, subject to his or her available special leave credits, up to a maximum of one working day on the occasion of the birth of his or her child or the adoption of a child into his or her family.

Advance of Credits

19.06 Where an Employee has insufficient special leave credits to permit the granting of special leave under Clauses 19.03, 19.04 or 19.05, special leave up to a maximum of 5 working 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 by the Employee.

ARTICLE 20
SICK LEAVE-

20.01 An Employee shall earn sick leave credits at the rate of one and one quarter days for each calendar month for which he or she receives pay for at least 10 days.

20.02 All absences from work on account of illness or injury, other than on days which are Designated Paid Holidays, shall be charged against an Employee's accumulated sick leave credits.

20.03 Where leave of absence without pay is authorized by the Employer or, where an Employee is laid-off because of lack of work, and the Employee returns to work upon expiration of such leave of absence or lay-off, the Employee shall retain any unused sick leave credits earned at the time of lay off or the commencement of the leave without pay.

20.04 Where an Employee:

- (a) signs a statement that he or she was unable to perform his or her duties because of illness or injury, unless excused from signing a statement by the Employer, and;
- (b) requests a period of sick leave not exceeding three (3) days, without a medical certificate, and

- (c) has not been granted, during the current fiscal year, more than 8 days sick leave, without a medical certificate,

the Employer shall, subject to the Employee's available sick leave credits, grant the sick leave requested.

20.05 An Employee is required to produce a medical certificate for:

- (a) sick leave in excess of three (3) working days;
- (b) additional sick leave in a fiscal year in which the Employee has already been granted 8 days sick leave wholly on the basis of statements signed by the Employee.

20.06 The Employer shall provide written notice to an Employee who has been granted 6 days sick leave in a fiscal year wholly on the basis of statements signed by the Employee advising the Employee:

- (a) how many days of sick leave have been granted during the fiscal year wholly on the basis of statements signed by the Employee
- (b) that when 8 days of sick leave have been granted to the Employee during the fiscal year wholly on the basis of statements signed by the Employee, all further sick leave during the fiscal year will require the production of a medical certificate.

20.07 An Employee shall not earn nor is he or she eligible to utilize sick leave credits in any period during which he or she is under suspension or on leave of absence in excess of 30 days.

Transportation to a Medical Centre

20.08 Where an Employee or a dependant of an Employee is required to travel from Iqaluit to secure medical or dental treatment, the Employee shall secure funding from all other sources. The Employer will reimburse the Employee for the deductible incurred, if any, for this purpose.

Medical Travel Time

- 20.09 Every Employee travelling out of Iqaluit to a medical or dental 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 or her sick leave credits, for the lesser of 3 days or the actual number of days required to travel from Iqaluit to the medical or dental centre and return.
- 20.10 Where an Employee dies or otherwise terminates his or her employment, the Employee or his or her estate shall be paid an amount equal to the product obtained by multiplying the number of days of earned but unused sick leave by one-quarter ($\frac{1}{4}$) of the daily rate of pay applicable to the Employee immediately prior to the termination of his or her employment.

ARTICLE 21 OTHER TYPES OF LEAVE

Court Leave

- 21.01
- (1) Leave of absence with pay shall be granted to every Employee other than Employees on leave of absence without pay, laid off or on suspension who is required:
- (a) to attend a jury selection process;
 - (b) to serve on a jury;
 - (c) by summons or subpoena to attend as a witness in any proceeding held:
 - (i) in or under the authority of a court of justice;
 - (ii) before a court, judge, justice, magistrate, justice of the peace or coroner;

- (iii) before the Senate or House of Commons of Canada, or any committee thereof, otherwise than in the performance of the duties of his or her position;
 - (iv) before a Legislative Assembly of Nunavut, or any committee thereof, that is authorized by law to compel the attendance of witnesses;
 - (v) before an arbitrator or persons authorized by law to hold an enquiry and to compel the attendance of witnesses.
- (2) Notwithstanding anything contained in this Article, where an Employee is granted leave of absence with pay under subclause (1), there may be deducted from his or her regular pay any remuneration received by him or her as a result of serving on a jury or as a witness, other than remuneration received as an allowance for expenses or reimbursement for expenses incurred while performing such service.

Casual Leave

- 21.02** Employees other than part time Employees may be granted casual leave with pay to attend an appointment with a bank, business, doctor, dentist, lawyer, or school authority during working hours.

Emergency Leave

- 21.03** 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.

Leave Without Pay for Personal Needs

- 21.04** Leave without pay for personal needs may be granted to an Employee, subject to operational requirements, for up to one year.

Leave Without Pay for Relocation of Spouse

- 21.05** At the request of an Employee, leave without pay for a period of up to one year may be granted to an Employee whose spouse is relocated.

Injury on Duty Leave

21.06

- (1) An Employee shall be granted injury on duty leave with pay to a maximum of either sick or special leave credits he or she has accumulated, but not both.
- (2) Where it is determined by a Worker's Compensation Board that he or she is unable to perform his or her duties because of:
 - (a) personal injury accidentally received in the performance of his or her duties and not caused by the Employee's wilful misconduct; or
 - (b) sickness resulting from the nature of his or her employment; or
 - (c) over-exposure to radio-activity or other hazardous conditions in the course of his or her employment;

and if the Employee agrees to pay or to assign to the Employer any amount received by him or her from a Worker's Compensation Board for loss of wages in settlement of any claim he or she may have in respect of such injury, sickness or exposure, any leave time for which compensation is received shall be re-credited to the Employee's appropriate leave credits.

Pregnancy, Adoption and Parental Leave

21.07

A female Employee shall be granted Pregnancy Leave without pay for a period not exceeding twenty-five (25) weeks. Pregnancy Leave may begin seventeen (17) weeks before the expected date of termination of pregnancy ending no later than eight (8) weeks after the date of the termination of the pregnancy. If the natural mother is also taking Parental Leave without pay, in addition to Pregnancy Leave, the Parental Leave must commence immediately upon the expiry of Pregnancy Leave. Pregnancy Leave and Parental Leave together cannot exceed fifty two (52) weeks.

21.08 The Employee shall notify the Employer in writing at least four (4) weeks prior to the date of termination of pregnancy that she wishes to take leave, except in extenuating circumstances such as pregnancy complications or premature birth and shall provide to the Employer a medical certificate certifying pregnancy.

21.09 An Employee shall be granted Adoption Leave without pay for a period not exceeding fourteen (14) weeks. If the Employee is also taking Parental Leave without pay, in addition to Adoption Leave, the Parental Leave must commence immediately upon the expiry of Adoption Leave.

21.10 The Employee shall notify the Employer, in writing, at least four (4) weeks prior to the commencement of the Adoption Leave, except in extenuating circumstances such as the sudden coming into care of an adopted child. The Employee shall also provide to the Employer a copy of the adoption certificate or custody papers.

21.11 An Employee is entitled to Parental Leave without pay, if the Employee:

- (a) has been employed by the Employer for six (6) continuous months;
- (b) has submitted a written request for leave at least four (4) weeks prior to the commencement of such leave;
- (c) will remain at home to care for a newborn or newly adopted child: and
- (d) makes a Statutory Declaration that the child is a bona fide dependant of the Employee and resides with the Employee.

21.12 Parental Leave to a total maximum of thirty five (35) weeks may be taken by either parent or by both parents, and is also available to adoptive parents.

21.13 Leave granted under this Article shall be counted for the calculation of continuous employment for purpose of calculating severance pay.

21.14 Permanent full time and permanent part time Employee who have completed ~~six~~ (6) months continuous employment may be eligible for payments under the Supplemental Unemployment Benefit (SUB) plan. The benefit level paid under this plan is set at ninety three percent (~~93%~~) of the Employee's regular weekly rate of pay prior to the commencement of the leave. The ninety three percent (~~93%~~) is reduced by the amount received from the Unemployment Insurance Commission. The SUB plan benefits are payable for up to a maximum of seventeen (17) weeks Pregnancy Leave and up to a maximum of twelve (12) weeks for Parental or Adoption Leave.

21.15 Where an Employee becomes eligible for a pay increment or an economic adjustment with respect to any period in which the Employee was in receipt of payments under Clause 21.14, the payments shall be adjusted accordingly.

21.16

- (a) The Employer and the Employee shall enter into an agreement, subject to sub Clauses (b) and (c), to provide that the Employee will return to work on the date of expiry of the Pregnancy leave, Adoption Leave or Parental Leave, unless the date has been modified with the Employer's consent, and remain in the employ of the Employer for a period of at least six (6) months after returning to work.
- (b) If the Employee should fail to return to work in accordance with the agreement, except by reason of death, disability or lay off, the Employee recognizes that the Employee is indebted to the Employer for the amount of SUB plan benefits received while on Pregnancy Leave, Adoption Leave or Parental Leave.
- (c) If the Employee should return to work for less than the full six (6) months in accordance with the agreement, the Employee's indebtedness shall be reduced on a prorated basis according to the number of months for which the Employee received pay.

21.17 The Employer shall supply to any Employee, who is considering applying for Pregnancy leave, Adoption Leave or Parental Leave and who so requests from the Personnel Officer, a complete information package on the SUB plan and Employee eligibility requirements.

ARTICLE 22 HOURS OF WORK

22.01 The hours of work for Employees shall be as follows:

Public Works Employees

a) **Water & Sewage Truck Drivers and Helpers:**

Regular hours of work shall be 8 hours per day, five (5) consecutive days per period of seven (7) days, exclusive of a one (1) hour meal period, forty (40) hours per week. Regularly scheduled hours of work shall not be scheduled to begin before 6:00 a.m. and shall not be scheduled to end after midnight. The Employer will consult with the Union with respect to shift schedules.

b) **Other Public Works Employees, exclusive of clerical staff:**

Regular hours of work shall be 8 hours per day, five (5) consecutive days per week, Monday to Friday, exclusive of a one (1) hour meal period, forty (40) hours per week. Regularly scheduled hours of work shall not be scheduled to begin before 6:00 a.m. and shall not be scheduled to end after midnight. The Employer will consult with the Union with respect to shift schedules.

c) **Emergency Services Employees:**

Regular hours of work shall be on the basis of shifts structured not to exceed 2080 regular hours per year subject to the approval of the Labour Standards Officer. The shift rotation may be changed from time to time to meet operational demands.

The Union and the Employer agree to cooperate to obtain the necessary averaging permit.

d) **Recreation Department Employees:**

Regular hours of work shall be on the basis of shifts structured to seven (7) hours per day, five (5) consecutive days per seven (7) days, exclusive of a one (1) hour meal period, thirty five (35) hours per week. It is understood and agreed that, where an Employee is

required to be on duty during a meal period, the Employee's regular work day will end seven (7) hours after the Employee's starting time.

e) **Clerical, Office and Social Services Employees:**

Regular hours of work shall be on the basis of seven (7) hours per day, five (5) consecutive days per week, Monday to Friday, exclusive of a one (1) hour meal period, thirty five (35) hours per week. The normal starting time shall be 9:00 a.m. and the normal stopping time shall be 5:00 p.m.

f) **By-Law Officers:**

Regular hours of work shall be on the basis of seven (7) hours per day, five (5) consecutive days per seven (7) day period, exclusive of a one (1) hour meal period, thirty five (35) hours per week.

g) Notwithstanding any provision of this article, in any work situation where the Employer is required to operate on a twenty four (24) hour basis, it is understood that the Employer will structure the appropriate shifts to provide coverage and will consult with the Union prior to implementation.

h) Flexible hours of work may be granted by the appropriate Department Head and the CAO subject to mutual agreement between the Union and the Employer.

22.02

(1) All Employees shall be entitled to rest periods of fifteen (15) minutes duration twice per day, one during the first half of the work day and one during the second half of the work day.

(2) In the event that an Employee is unable to take his or her meal period or rest period due to operational requirements, the meal period or rest period will be taken at another time. Meal periods and rest periods may be taken at times that best suit the operational needs of the Employer and the personal needs of the Employee by mutual agreement between the Employer and the Employee.

ARTICLE 23
OVERTIME

23.01 In this Article:

- (a) "straight time rate" means the hourly rate of pay;
- (b) "time and one-half" means one and one-half times the straight time rate;
- (c) "double time" means twice the straight time rate.

23.02 **An** Employee who is required to work overtime shall be paid overtime compensation for each completed one half hour of overtime worked by the Employee, when the overtime work is authorized in advance by the Employer.

23.03 Where an Employee is required to work overtime, the Employee shall record, in a form and manner determined by the Employer, the starting and finishing time of the overtime worked.

23.04

- (1) Subject to operational requirements 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 to perform that work as part of their regular duties;
 - (b) to give an Employee reasonable advance notice when the Employee is required to work overtime.
- (2) Subject to subClauses (3) and (4), an Employee may refuse to work overtime. Where an Employee wishes to refuse to work overtime over an extended period, he or she shall so advise the Employer in writing.
- (3) **An** Employee shall not refuse to work overtime in the case of an emergency.

- (4) Emergency Services Employees, Dispatchers, Medical Technicians, shall not refuse scheduled standby and subsequent overtime duty.

23.05

- (1) "First day of rest" is defined as the ~~24~~ hour period commencing at midnight of the calendar day on which the Employee completed his last regular shift, and
- (2) When the first and second or subsequent days 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 2 hours prior to the beginning of the Employees next regular shift.

Overtime Compensation

23.06

- (1) Except as otherwise provided in this Agreement, where an Employee is required to work overtime, he or she shall be paid time and one-half for all overtime hours worked.
- (2) Subject to sub clause (3), where an Employee is required to work overtime on his or her second day of rest, if consecutive to his or her first day of rest, he or she shall be paid double time for all overtime hours worked on that day.
- (3) Where an Employee is required to work overtime immediately before his or her shift begins on a day following two (2) or more consecutive days of rest, he or she shall be paid double time, except for the two (2) hours immediately preceding his or her shift, for which two (2) hours he or she shall be paid time and one-half
- (4) Subject to Clause 17.05, where an Employee requests leave in lieu of payment for overtime worked, the Employer will grant the Employee equivalent leave of absence with pay at the appropriate overtime rate, to be taken at a time mutually agreeable to the Employer and the Employee.

23.07

Where an Employee is required to work three (3) or more hours of overtime immediately following his or her regularly scheduled hours of duty and, because of the operational requirements, the Employee is

not permitted to leave his or her place of work, the Employer will either

- a) provide the Employee with a meal, or
- b) pay to the Employee a meal allowance in an amount equal to that specified for Dinner in the Duty Travel Meals and Incidental Expenses in Article 41.

ARTICLE 24

PAY

24.01

- (1) 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.
- (2) Employees shall not receive any advance of wages or benefits except as otherwise specified in this Agreement.

24.02

- (1) Employees shall be paid on every second Friday. Should a pay day be a Designated Holiday, pay cheques will be released on the day immediately preceding the Holiday.
- (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, the cheques shall first have been placed in sealed envelopes.
- (4) The Employee may, at his or her option, request that pay be directly deposited into his or her bank account.

24.03

- (1) When overtime compensation is paid, the pay statement shall indicate the pay period, the rate or rates at which the overtime is compensated and the number of hours of overtime worked.

- (2) Every Employee who has earned overtime compensation or any other remuneration in addition to his or her regular pay, should receive such extra remuneration on the pay day at the end of the pay period in which it was earned, but in any event shall receive such remuneration on the following pay day.

Acting Pay

24.04

- (1) When an Employee is required to perform the duties and take the responsibility of a higher classification level on an acting basis he or she shall be paid acting pay for the duration of time in which he or she performs the duties of the higher classification, including any days designated as paid holidays, as if he or she had been appointed to that higher classification for the period in which he or she acts.
- (2) Acting appointments must be approved in advance in writing by **CAO**.

Implementation of Agreement: Salary Increases

24.05

- (1) The Employer agrees to pay the negotiated salary increases to every Employee not later than the second month following the month in which this Agreement is signed and, in the case of subsequent salary increases, not later than the month following the month in which they become effective.
- (2) The Employer agrees to pay all retroactive remuneration for salary increases, overtime, acting pay and allowances not later than three months following the month in which this Agreement is signed.
- (3) Retroactive pay shall be issued on a separate cheque.

Pay on Promotion or Transfer

24.06

When an Employee is appointed to another position, he or she shall be paid:

- (a) in the case of a promotion, subject to paragraph (c), an increase in salary that is nearest to but not less than the difference

between Step 1 and Step 2 of the pay range applicable to the position to which he or she has been promoted;

- (b) in the case of a transfer, at the salary rate nearest to and not less than his or her salary rate prior to the transfer, except that, if the Employee agrees to accept a transfer to a position, the maximum rate of pay for which is less than his or her rate of pay prior to transfer, the Employee will continue to receive his or her rate of pay prior to transfer, which will be red circled. When the maximum rate of pay of the position to which he or she has transferred exceeds the red circled amount, his or her salary shall follow the pay scale for the position to which he or she has been transferred at the maximum rate;
- (c) in the case of an appointment as a result of an Employee's successful application for a position, the maximum rate of pay for which is equal to or less than his or her rate of pay prior to the appointment, the Employee shall be paid at a level in the appropriate pay range for the position for which he or she has been appointed that is commensurate with his or her experience and qualifications to which he or she has been appointed.

Pay Recovery

24.07

- (1) Where an Employee, through no fault of his or her 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.
- (2) Where an Employee has received more than his or her proper entitlement to wages or benefits or where retroactive membership dues deductions are necessary, no continuing Employee shall be subject to such deductions in excess of 20% of the Employee's net earnings per pay period.

ARTICLE 25
REPORTING PAY

25.01

- (1) If an Employee reports to work on his or her regularly scheduled work day and there is insufficient or no work available he or she is entitled to 4 hours pay at 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 or no work available, he or she is entitled to 4 hours pay at the appropriate overtime rate.

ARTICLE 26
CALLBACK PAY

26.01 The term "call-back" refers to the recalling of an Employee to his or her place of work for a specific duty.

26.02

- (1) An Employee on call-back shall be paid the greater of:
 - (a) compensation at the appropriate overtime rate; or
 - (b) compensation equivalent to 4 hours pay at straight time rate.
- (2) Subject to Article 17.05, where an Employee requests leave in lieu of payment for call-back, the Employer will grant the Employee equivalent leave of absence with pay at the pay rate under subclause (1), to be taken at a time mutually agreeable to the Employer and the Employee.

26.03 When an Employee reports for work on call-back and is required to use transportation services other than normal public transportation service at his or her own expense, he or she shall be:

- (a) reimbursed for the actual cost of commercial transportation each way, provided that the expense is supported by a receipt, or

- (b) paid the appropriate distance rate, as specified in the Duty Travel Expense rates set out in Article 41.

26.04

- (1) Except as indicated in Clauses ~~23.04 (3)~~, (4), an Employee shall not be required to return to work on a call-back.
- (2) Subject to subclause (1), no Employee shall be disciplined for being unable to return to work on a call-back.

26.05

If an Employee is directed to report for work on a call-back, and there is insufficient or no work available, he or she is entitled to compensation in accordance with subclause 26.02.

ARTICLE 27 SHIFT WORK AND SHIFT PREMIUMS

27.01

An Employee who is regularly scheduled to work outside of the normal hours of work shall be paid a shift premium as follows:

- (a) eighty five cents (\$0.85) per hour for all hours worked between the hours of 4:00 p.m. and 12:00 Midnight, and;
- (b) ninety five cents (\$0.95) per hour for all hours worked between the hours of 12:00 Midnight and 8:00 a.m.

27.02

The Employer will post a master work schedule no less than 28 calendar days in advance to run for at least 28 calendar days for Employees in an operation who work shift hours. The Employer will structure the shifts, insofar as is practicable, in such a way as to equalize weekends off and shift start times.

Shift Exchange

27.03

Shift exchanges between Employees shall be permitted, subject to advance notification and where there are no additional costs to the Employer.

ARTICLE 28
TERM POSITIONS

- 28.01 Except for term employees hired to fill vacancies arising out of Clause 11.10, no term position shall have a stated term of more than 2 years.
- 28.02 The employment of the incumbent in 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.
- 28.03 If the Employer should wish a term position to extend beyond 2 years, the position must become a permanent position, which must be offered to the incumbent of the term position.
- 28.04 Where a term position becomes a permanent position and the incumbent in the term position is appointed to the permanent position, his or her seniority shall date from the initial date of hire in the term position.

ARTICLE 29
STANDBY

- 29.01
- (1) Where the Employer requires an Employee to be available on standby during off duty hours, the Employee shall be entitled to a standby payment for each eight (8) consecutive hours or portion thereof that he or she is on Standby as follows:
- (a) for any period of standby on the Employee's day of rest or on a Designated Paid Holiday - \$11.00
- (b) for any other period of Standby - \$8.00
- (2) An Employee designated by letter or by list for standby duty shall be available during his or her period of Standby at a known telephone number and/or pager and/or radio 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 the regular duties, to perform that work.

- (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, the appropriate overtime rate for all hours worked, subject to a minimum payment of four (4) hours pay at straight time rate each time he or she reports, except that this minimum shall apply only once during each standby period of eight (8) consecutive hours or portion thereof
- (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) Notwithstanding Clauses 23.04 (3),(4), no disciplinary action will be taken against an Employee who is not available for Standby Duty, provided that he or she gives the Employer adequate advance notice of his or her unavailability and can provide reasonable grounds for being unavailable.

29.02 When an Employee on Standby is required to report for work and is required to use transportation services other than normal public transportation service at his or her own expense, he or she shall be:

- (a) reimbursed for the actual cost of commercial transportation each way, provided that the expense is supported by a receipt, or
- (b) paid the appropriate distance rate, as specified in the Duty Travel Expense rates set out in Article 41.

ARTICLE 30
TECHNOLOGICAL CHANGE

30.01

- (1) Both parties recognize the overall advantages of technological change. Both parties will, therefore, encourage and promote technological change and improvements.
- (2) With this in view and recognizing the extensive lead time required for the selection, provision and installation of sophisticated equipment, the Employer agrees to provide at least 6 months notice to the Union of any major technological change in equipment, which would result in changes in the employment status or in this Agreement.
- (3) Where the Employer has notified the Union that it intends to introduce technological change, the parties undertake to meet within the next 15 days and to hold constructive and meaningful consultations in an effort to reach agreement on solutions and administrative procedures to deal with problems arising from the change.
- (4) The Employer shall make every reasonable effort to continue employment of Employees who would otherwise become redundant because of technological change.
- (5) 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 THE EMPLOYER

31.01 Subject to Clause 31.04, where an Employee is required to travel on behalf of the Employer, the Employee shall be paid straight time rate for the actual time travelled, to a maximum of 8 hours, for all travel outside of the normal work week.

31.02 For the purpose of this Article, hours travelled includes a one hour check in period at airports, bus depots, or train stations, as well as one hour check out period at each overnight stopover and at the final

destination. Hours travelled also include time spent waiting for connecting flights, trains or buses, but is exclusive of overnight stopovers.

31.03 The Employer will make every reasonable effort to restrict travel outside Iqaluit, which requires absence from home beyond a period that includes more than one weekend.

31.04 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

LAY-OFF, JOB SECURITY & SEVERANCE PAY

32.01

- (1) Lay offs will be made, when necessary, on the basis of reverse order of Seniority and classification of work.
- (2) In order to minimize the adverse effects of lay off, the Employer will provide retraining when practicable.
- (3) A person ceases to be a lay off, if he or she is not appointed to a position within 12 months from the date on which he or she became a lay-off.

32.02

- (1) Before an Employee is laid off, he or she shall be given 3 months notice in writing of the effective date of his or her lay off or pay in lieu thereof
- (2) Every Employee subject to lay off shall, during the period of notice, be granted reasonable leave with pay for the purpose of being interviewed and examined by a prospective Employer and such additional leave with pay as the Employer considers reasonable for the Employee to travel to and from the place where his or her presence is so required.

32.03 The Employer shall not dismiss, suspend, lay off, demote or otherwise discipline an Employee on the grounds that garnishment proceedings may be or have been taken with respect to an Employee.

32.04 The Employer may retrain Employees who would otherwise become redundant as a result of Employer planned termination and such retraining shall commence as soon as possible.

32.05 Recall from a lay off will be made on the basis of Seniority and classification of work.

32.06

(1) The Employer shall give notice of recall personally or by registered mail.

(2) 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.

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

32.07 The Employee shall return to work within 10 working days of receipt of notice of recall, unless, on reasonable grounds, he or she is unable to do so, but in any event he or she shall return to work within 28 calendar days.

Cooling Off Period

32.08 An Employee who wilfully terminates his or her employment as a result of a misunderstanding or argument shall be allowed to return to work and remain employed, if he or she does so within 24 hours or notifies the Employer within 24 hours through his or her supervisor or through the next available level of management only if the supervisor is not reachable, of his or her intention to return to work at the commencement of his or her next shift.

If the Employer should refuse to allow the Employee to return to work, the termination shall be considered as a discharge, effective the date the Employee sought to return to work and may be grieved as a discharge.

The above cooling off period may be utilized only once during any calendar year.

Severance Pay

- 32.09 A permanent or term Employee who has one year or more of continuous employment and who is laid off is entitled to be paid Severance Pay at the time of lay off.
- 32.10 In the case of a permanent or term Employee who is laid off for the first time following the signing of this Agreement, the amount of Severance Pay shall be 2 weeks pay for the first complete year of continuous employment, 2 weeks pay for the second complete year of continuous employment and one weeks pay for each succeeding complete year of continuous employment. The total amount of Severance Pay which may be paid under this Clause shall not exceed 28 weeks pay.
- 32.11 In the case of a permanent or term Employee who is laid off for a second or subsequent time following the signing of this Agreement the amount of Severance Pay shall be 2 weeks pay for the first complete year of continuous employment after re-engagement and one weeks pay for each succeeding complete year of continuous employment less any period in respect of which he was granted Severance Pay by the Employer from the previous lay off but the total amount of Severance Pay which may be paid under this Clause shall not exceed 27 weeks pay.
- 32.12 In no case shall a total in excess of 28 weeks Severance Pay be paid, regardless of the number of times an Employee is laid off.

ARTICLE 33 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 EMPLOYEE FILES

34.01 When a formal review of an Employee's performance is made, the Employee concerned shall be given the opportunity to discuss its contents. The Employee shall also be given the opportunity to provide written comments to be attached to his or her performance appraisal and may use the grievance procedure in Article 36 to correct any factual inaccuracies in his or her performance appraisal.

34.02 The formal review of an Employee's performance shall also incorporate an opportunity for the Employee to state his or her career development goals and request any training, in service training, retraining, or any facet of career development which may be available.

34.03 The Employer agrees not to introduce as evidence in the case of promotion 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.

34.04 Upon written request of an Employee, the Personnel file of that Employee shall be made available for his or her examination at reasonable time in the presence of an authorized representative of the Employer.

34.05

- (1) Only one file per Employee for the purposes of performance evaluation or discipline shall exist.
- (2) The Employer agrees that communications between an Employee and his or her 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.

34.06 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 of a similar nature has been recorded during this period

34.07 The Employer's representative who assesses an Employee's performance must have observed the Employee's performance for at least one half of the period for which the Employee's performance is evaluated. In the event the Employee's Supervisor has not observed the Employee's performance for one half of the period of performance review, the assessment will be carried out by another Supervisor who has observed the Employee's performance for the appropriate period.

ARTICLE 35 CLASSIFICATION

35.01 Where an Employee believes that his or her position has been improperly classified, he or she may submit a complaint in writing to the Chief Administrative Officer. The CAO shall provide an opportunity for discussion and respond in writing to the Employee within 30 days.

35.02 Should the CAO's response be unsatisfactory to the Employee, the complaint may be submitted to arbitration under Clauses 36.17 through 36.19 within and not later than fourteen (14) days following the receipt of the CAO's response. The decision, at the discretion of the arbitrator, may be retroactive to the date of the initial complaint by the Employee.

35.03 The classification plan shall not be changed except with the agreement of the Union.

ARTICLE 36 ADJUSTMENT OF DISPUTES

36.01
(1) The Employer and the Union recognize that grievances may arise in each of the following circumstances:

- (a) by the interpretation or application of:
 - (i) A direction or other instrument made or issued by the Employer dealing with terms or conditions of employment;
 - (ii) a provision of this Agreement;
- (b) disciplinary action resulting in demotion, suspension, or a financial penalty;
- (c) letters of discipline placed on an Employee's personnel file;
- (d) dismissal.

(2) The procedure for the final resolution of grievances is to arbitration.

36.02 If an Employee so desires, he or she 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 to his or her Supervisor, who shall forthwith

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

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

- (a) First Level: Department Head or his/her designate
- (b) Second Level: CAO
- (c) Third Level: Committee of Council
- (d) Final Level: Arbitration

- 36.05 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.
- 36.06 An Employee may present a grievance to the first level of the grievance procedure not later than 20 calendar days after the date on which he or she is notified orally or in writing or on which he or she first becomes aware of the action or circumstances giving rise to the grievance.
- 36.07 The Employer shall reply in writing to an Employee's grievance:
- (a) within 14 calendar days at Level 1;
 - (b) within 30 calendar days at Level 2;
 - (c) within 45 calendar days at Level 3;
- 36.08 An Employee or the Union may present a grievance at each succeeding level in the grievance procedure beyond the first level:
- (a) Where the decision or settlement is not satisfactory to the grievor, within and not later than fourteen (14) calendar days after that decision or settlement has been conveyed in writing to the grievor by the Employer.
 - (b) Where the Employer has not conveyed a decision to the grievor within the time prescribed in Clause 36.07 within and not later than fourteen (14) days after the day the reply was due.
- 36.09 Where an Employee has been represented by the Union in the presentation of his or her grievance, the Employer will provide the appropriate representative of the Union with a copy of the Employer's decision at each level of the grievance procedure at the same time that the Employer's decision is conveyed to the Employee.
- 36.10 No Employee shall be dismissed without first being given notice in writing together with the reasons therefor. When the Employer dismisses an Employee, the grievance procedures shall apply, except that the grievance may be presented at the Final Level.

- 36.11 The Union shall have the right to initiate and present a grievance on any matter commencing at Level 2 of the grievance procedure.
- 36.12 The Employer shall have the right to initiate a grievance, and present it to the President of the Nunavut Employees Union. 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.
- 36.13 An Employee shall have the right to present a grievance on matters relating to the application or interpretation of this Agreement provided that the Employee first obtains the authorization of the Union prior to presenting such grievance.
- 36.14 An Employee may, by written notice to the CAO, withdraw a grievance, provided that, where the grievance is one arising out of the application or interpretation of this Agreement, his or her withdrawal has the approval, in writing, of the Union.
- 36.15 The time limits stipulated in the grievance procedure may be extended by mutual agreement between the Employer and the Employee and the Union representative, where he or she is involved.
- 36.16 No proceedings under this Article are invalid by reason of any defect of form or any technical irregularity.

Arbitration

- 36.17 If the grievance should not be resolved following Level 3 either party may, by written notice to the other party, refer the matter to arbitration.
- 36.18
- (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 30 calendar days from the date that either party receives notification of a wish to proceed to arbitration, the Minister of Labour shall be asked to appoint an arbitrator. This appointment shall be accepted by both parties.

36.19

- (1) The arbitrator (agreed or appointed under Clause 86.18)
 - (a) 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, and
 - (b) 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.
- (2) The award of the arbitrator shall be signed by him or her and copies thereof shall be transmitted to the parties to the dispute within 3 months of the hearing.
- (3) The arbitrator shall not have the authority to alter or amend any of the provisions of this Agreement, nor to substitute any new provisions in lieu thereof, nor to render any decision contrary to the terms and provisions of this Agreement, nor to increase or decrease wages.
- (4) The Employer and the Union shall each pay one half of the remuneration and expenses of the arbitrator and each party shall bear its own expenses of every such arbitration.
- (5) Where a party has failed to comply with any of the terms of the decision of the arbitrator, either party or an Employee affected by the decision may, after the expiration of 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 Nunavut Court of Justice 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.
- (6) In addition to the powers granted to arbitrators under the provisions of the Canada Labour Code Part I, the Arbitrator may determine that the Employee has been dismissed for other than proper cause and he or she may:
 - (a) direct the Employer to reinstate the Employee and pay to the Employee a sum equal to his or her wages lost by reason of his

or her dismissal, or such less sum as in the opinion of the arbitrator is fair and reasonable; or

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

ARTICLE 37 SETTLEMENT ALLOWANCE

37.01 The Employer agrees to pay each Employee a settlement allowance of \$4,484.48 per year.

- (a) Effective July 1, 2001 the amount referred to in Clause 37.01 will be increased to \$4,884.48 per year;
- (b) Effective July 1, 2002 the amount referred to in Clause 37.01 will be increased to \$5,284.48 per year.

37.02

- (1) The settlement allowance entitlement shall be calculated as follows:

$$\frac{\text{Settlement Allowance Amount}}{\text{Number of Pay Periods per Year}}$$

- (2) This allowance will be paid bi-weekly as part of the Employee's regular pay cheque. Part-time and casual Employees shall receive this benefit calculated on a pro-rata basis.
- (3) No adjustment will be made to the bi-weekly amounts paid to full time Employees as a settlement allowance for unpaid absences of less than 8 consecutive calendar days.

37.03 The amount of settlement allowance shall be clearly identified on the Employee's pay stub.

ARTICLE 38
LABOUR/MANAGEMENT COMMITTEE
HEALTH AND SAFETY

38.01 A Labour/Management Committee shall be formed to consult on matters of mutual interest, consisting of two (2) representatives chosen by the Union and two (2) representatives chosen by the Employer or, by mutual consent, more members, provided that an equal number of representatives shall be chosen by each party. The Labour/Management Committee shall meet at least once every three (3) months and at the request of either party.

38.02

- (1) A joint Health and Safety Committee shall be formed to provide a principal forum for constructive and meaningful consultation on health and safety matters, consisting of two (2) representatives chosen by the Union and two (2) representatives chosen by the Employer or, by mutual consent more members, provided that an equal number of representatives shall be chosen by each party. The Health and Safety Committee shall meet at least once every three (3) months and at the request of either party.
- (2) The Health and Safety Committee shall be guided by the provisions of this Article.

Right to Refuse Dangerous Work

38.03

- (1) An Employee shall have the right to refuse to work in dangerous situations.
- (2) Subject to this Article, an Employee may refuse to do any particular act or series of acts at work which he or she has reasonable grounds to believe are dangerous to his or her 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 or her otherwise, or until the Nunavut Safety Officer or his or her designated representative has investigated the matter and advised him or her otherwise.

- (3) A refusal under subclause (2) must be documented by the Employee's supervisor and/or the Employee within 24 hours from the time of the refusal stating the grounds on which the refusal is based.
- (4) An Employee may not refuse to do any particular act or series of acts where the refusal puts the life, health or safety of another person directly in danger or where the danger referred to in the refusal is inherent in the Employee's work or is a normal condition of employment.
- (5) Prior to the investigation and decision of a safety officer or his or her designated representative, the Employer may require the Employee concerned to remain at a safe location near the place in respect of which the investigation is being made or may assign the Employee reasonable alternate work; and the Employer shall not assign any other Employee to use or operate the machine or thing or to work in that place, unless that other Employee has been advised of the refusal or shown the written refusal if any, of the Employee concerned.
- (6) A Social Worker may refuse to enter into a situation that he or she has reasonable grounds to believe is dangerous to his or her safety unless accompanied by a member of the Royal Canadian Mounted Police.

First Aid

38.04

- (1) The Employer shall ensure that Employees can obtain the assistance of a first aid attendant easily and rapidly in all work places.
- (2) The Employer shall provide first aid kits in all workplace premises, including third party premises, maintain the kits in good condition and shall ensure that they are accessible and available to Employees at all times.
- (3) A list of all first aid attendants and the locations in which they may be found shall be posted in all workplace premises as determined by the Health and Safety Committee.

First Aid Training

38.05

- (1) 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.
- (2) Employees taking first aid training shall be granted leave with pay for the duration of the courses.

Transportation of Injured Workers

38.06

- (1) The Employer shall provide, at no expense to the Employee, appropriate transportation to the nearest physician or medical facility, and from there to his or her 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.
- (2) If the Employee receives compensation from any source for expenses incurred on the Employee's behalf by the Employer with regard to transportation referred to in subsection (1), the Employer may recover from the Employee the amount of that compensation.

Occupational Health Examinations

38.07

- (1) Where the Employer requires an Employee to undergo an occupational health examination by a qualified practitioner in Iqaluit, chosen by the Employee, the examination shall be conducted at no expense to the Employee and the Employee shall be granted the necessary leave with pay to attend the examination.
- (2) Where there is no qualified practitioner in Iqaluit, the Employer shall assume the Employee's travel expenses for the conduct of the occupational health examination in another community by the most economical means possible, and the Employee shall be granted the necessary leave with pay to attend the examination.

- (3) 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.

Work Environment

- 38.08 The work environment will be monitored and where a problem is perceived by the Health and Safety Committee, it shall be investigated and remedied as appropriate by the Employer, subject to the approval of the Safety Officer.

Protective Clothing and Equipment

- 38.09
- (1) The Employer shall provide and pay for all reasonable protective devices, clothing and other equipment necessary to properly protect Employees from injury and unhealthy conditions in the performance of their work.
 - (2) The Employer shall make provisions for the proper cleaning and maintenance of all safety equipment, devices and clothing at no cost to the Employees.

Hazard Identification

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

Investigations and Reports of Hazards and Injuries

- 38.11
- (1) The Health and Safety Committee shall cause such investigations as may be necessary to determine the circumstances surrounding work injuries and health hazards.

- (2) Reports of these investigations, referred to in subsection (1), shall be submitted to the Health and Safety Committee, the Union Representative and the Employer who may request further information from the person(s) who conducted the investigation.
- (3) A report of an injury received by the Employer shall be copied to the Union.
- (4) A report of an injury received by the Union shall be copied to the Employer.

Health and Safety Standards

38.12 The Employer shall make available to Employees an updated copy of applicable Health and Safety Legislation, Regulations, Policies and Standards including, but not limited to:

- (a) Handbook of Occupational Health and Safety (Treasury Board of Canada);
- (b) Part II Canada Labour Code and Regulations; or
- (c) relevant Statutes of Nunavut.

Video Display Terminals

38.13 The Employer shall not use in the work place any video display terminal which is not approved by the Canadian Standards Association.

Smoking Areas

38.14 The Employer will continue to maintain a smoke free working environment, with designated smoking areas in which Employees are permitted to smoke.

Employee Assistance Program

38.15 In matters of the Employee Assistance Program the Labour Management Committee shall concern itself with poor work performance resulting from a suspected alcohol or drug; addiction.

38.16 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: that

- (a) alcohol and drug addictions are medical disorders, and
- (b) an Employee should be encouraged to remedy a disorder due to an addiction, and
- (c) benefits normally extended to Employees during time of illness shall be extended to an Employee suffering from an addiction, at such time that he seeks to correct this disorder, and
- (d) the decision to undertake treatment is the responsibility of the Employee, and
- (e) the decision to seek treatment will not affect job security.

Apprentice Training

38.17 The parties to this Agreement recognize a need for training and apprentice positions particularly in the Department of Public Works. To this end the Labour/Management Committee will discuss the creation of trainee positions and further apprenticeship programs with a view to upgrading present Employees.

ARTICLE 39 ULTIMATE REMOVAL ASSISTANCE

39.01 An Employee who terminates his or her employment and certifies his or her intention of leaving Nunavut or moving to another community within Nunavut, will be entitled to Ultimate Removal Assistance, as outlined in this Article.

39.02 All Employees other than casual and part-time will be entitled to the benefits of this Article.

Entitlement

39.03

- (1) Subject to subClauses (2) and (3), the percentage of approved expenses payable as ultimate removal assistance varies with the length of continuous employment as follows:

Length of Service	Entitlement
less than 2 years	none
2 years but less than 3 years	50% of approved costs to eligible destination
3 years but less than 4 years	75% of approved costs to eligible destination
4 years but less than 20 years	100% of approved costs to eligible destination
20 years or more	100% of approved costs to any destination in Canada

- (2) A laid off Employee shall be eligible to 100% of approved costs to eligible destination regardless of length of service.
- (3) The dependants of a deceased Employee shall be eligible to 100% of approved costs to eligible destination regardless of length of service (including the costs of shipping the body).

39.04

- (1) The amount of approved expenses payable for ultimate removal assistance is subject to weight limits as follows:

In furnished accommodation:

Employee without dependants	maximum 681 kg
Employee and spouse	maximum 1362 kg
Employee, spouse, dependants	maximum 1815 kg

Not in furnished accommodation:

Employee without dependants	maximum 1815 kg
Employee and spouse	maximum 3630 kg
Employee, spouse, dependants	maximum 6804 kg

- (2) Coverage includes crating charges and the limits shown in subsection (1) include the weight of crates.

39.05 In addition to shipment of effects, ultimate removal assistance covers the travel expenses of an Employee and his or her dependants, as follows:

- (a) cost of travel by commercial carrier to eligible destination, including accommodation, meal and incidental expenses (at rates specified for duty travel) only where airline schedules require an overnight stopover; or
- (b) for travel other than air travel, the equivalent of economy airfare, with no additional expenses for any stopover.

39.06 For the purposes of this Article,

- (a) "eligible destination" means the point of recruitment or the actual new domicile, travel to whichever destination costs less; and
- (b) "point of recruitment" for local hires means the Employer's choice of Montreal or Ottawa.

Limitations

39.07 The following limitations shall apply to the ultimate removal assistance:

- (a) Only one entitlement will be paid per household;
- (b) Removal must be made by the most economical and direct means available.
- (c) Payment will not be made for meals, lodging, or any other expenses except as provided under Clause 39.05;
- (d) In the case of an Employee who has received vacation travel assistance in the same six (6) month period in which the ultimate removal assistance is claimed, the approved total of removal assistance will be reduced by the amount of the vacation travel assistance received.

- (e) The Employer will not pay ultimate removal assistance to an Employee who receives duplicate assistance from another employment source.
- (f) An Employee must move from his or her community of residence in order to receive ultimate removal assistance and the move must take place within 30 days of termination, except with the approval of the Employer in extenuating circumstances; and
- (g) An Employee who has been declared to have abandoned his or her position shall not be entitled to ultimate removal assistance.
- (h) Claims must be substantiated by bona fide freight bills.

Claims Procedures

39.08

- (1) To claim ultimate removal assistance, the Employee must submit an application, on the basis of which the Employer will calculate the Employee's entitlement and will requisition airline tickets and movers as necessary.
- (2) Where an Employee chooses to drive to his or her destination:
 - (a) all claims must be accounted for;
 - (b) on termination 60% of the equivalent economy airfare will be paid;
 - (c) on reaching his or her final destination, the Employee should submit to the Employer the claim portion of his or her travel authorization, his or her expense claim form and gas or other substantiating receipts indicating arrival at his or her destination;
 - (d) when the claim forms have been processed, a cheque for the remaining forty percent (40%) of the equivalent economy airfare and any other approved expenses shall be sent to the Employee at his or her forwarding address.

- (3) An Employee who has eligible stopover expenses shall submit a claim form with receipts in the usual way.

ARTICLE 40
RELOCATION EXPENSES ON INITIAL APPOINTMENT

40.01 The Employer will reimburse an Employee for reasonable expenses incurred in moving with his or her dependants to Iqaluit on initial appointment, subject to the entitlements as provided in this Article.

40.02

- (1) The Employer will reimburse a new Employee who claims for reasonable expenses incurred in relocating to Iqaluit as follows:
- (a) Transportation by the most economical airfare "eg. family plan";
 - (b) Meals and incidental expenses, at the rates specified for duty travel, while waiting for furniture or accommodation for up to 21 days if the Employee is accompanied by dependants, or up to 10 days if not accompanied by dependants;
 - (c) Expenses for telephone calls and/or telegrams to expedite shipment of household effects;
 - (d) Cost of packing, unpacking, crating and uncrating, transportation and in transit storage of household effects; and
 - (e) Incidental expenses of the move not included under paragraphs (a) to (d), not exceeding two hundred fifty dollars (\$250.00) for an Employee moving into unfurnished accommodation or one hundred twenty five dollars (\$125.00) for an Employee moving into furnished accommodation.

- (2) When an Employee is in his or her own home and must sell or rent it and cannot accomplish this prior to relocation, and must make payments for accommodation at the old and new residences, reimbursements will be made by the Employer for the period of duplicate cost for a maximum of three (3) months from the time of appointment for the amount of the monthly payment on the old or the new residence, whichever is the lesser, subject to the production of documented evidence of the expenditures.
- (3) Where furnished accommodation is not provided in Iqaluit, the Employer will provide or reimburse for the cost of the movement and storage of household effects as follows:
- (a) 1,815 kilograms - where no dependants are living with the Employee;
 - (b) 3,630 kilograms - where the Employee is living with his or her spouse only; or
 - (c) 6,804 kilograms - where the Employee is living with his or her spouse and one or more other dependants.
- (4) Where furnished accommodation is provided in Iqaluit, the Employer will provide or reimburse for the cost of the movement and storage of household effects as follows:
- (a) 681 kilograms - where no dependants are living with the Employee;
 - (b) 1362 kilograms - where the Employee is living with his or her spouse only;
 - (c) 1815 kilograms - where the Employee is living with his or her spouse and one or more other dependants.
- (5) A new Employee shall be entitled to reimbursement by the Employer of a claim for the cost of meeting requirements of a lease for residential premises rented in his or her place of hire for a maximum of three (3) months, subject to the production of documented evidence of expenditures.

40.03 A new Employee shall submit his or her travel and expense claims with supporting receipts, to the Employer within 30 days of his or her arrival in Iqaluit.

40.04 The Employer shall pay all claims for travel and removal expenses on initial appointment within 6 weeks of receipt of claims from the new Employee.

ARTICLE 41 DUTY TRAVEL

41.01 An Employee who is authorized to travel on the Employer's business will be reimbursed for reasonable expenses incurred as set out in this Article.

Entitlement

41.02

- (1) The entitlements set out hereunder are subject to limitations in Clauses 41.05, 41.07 and 41.08.
- (2) 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 or her claim and justify actual expenses by receipts.

Transportation

41.03

The cost of transportation is authorized as follows:

- (a) Economy air (Employees may be entitled to upgrade to the next highest class if proof is provided that the economy air was not available on a required flight);
- (b) Subject to Clause 41.10 (2), where the use of a privately owned car is authorized, an allowance equivalent to the rates paid to Government of Canada Employees per kilometre for travel within Nunavut and elsewhere.
- (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, provided that an Employee renting a vehicle shall ensure that the rental charge includes any item for cost of insurance coverage for damage to the vehicle and against all liability.

Accommodation

41.04

- (1) Commercial accommodation expenses must be accompanied by receipts:
 - (a) Not exceeding 15 calendar days: Employees may be reimbursed for actual costs of authorized accommodation. Where possible Employees shall use hotels which provide special rates for Town of Iqaluit Employees, provided that the Employer has issued the Employee with a municipal identification card to be used for duty travel.
 - (b) In Excess of 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.
- (2) Non-Commercial Accomodation. Where an Employee makes private arrangements for overnight accommodation, the Employee may claim fifty dollars (\$50.00) for each night.

Meals and Incidental Expenses

41.05

Expenses claimed for meals and incidental expenses are for the cost of meals consumed and for such incidental expenses as tips, etc.

- (a) For periods of duty travel not exceeding 15 calendar days: A per diem rate for meals and incidental expenses equivalent to

the rates paid to Government of Canada Employees will be paid. Where an Employee is in travel status for part of a day only, that portion of the per diem may be claimed by the Employee.

If meals are provided as part of the cost of transportation, they cannot be claimed 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 allowance outlined above.

- (b) For periods of duty travel in excess of fifteen (15) calendar days: 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 (1) location, the amount claimable for meals shall be reduced to fifteen dollars (\$15.00) per day inclusive for all days in excess of fifteen (15) calendar days.

Other Expenses

41.06 Employees may be reimbursed for:

- (a) official telephone calls - local and long distance telephone calls of an official nature providing that an explanation is provided;
- (b) personal telephone calls - where an Employee is required to remain absent from his or her home over a weekend, and has been on continuous travel status for 2 or more days preceding the weekend, he or she shall be reimbursed for a personal long distance call not to exceed 5 minutes (to be supported by receipts where available);

- (c) baggage - for storage and excess baggage charges where incurred in the performance of duty and where a satisfactory explanation is provided;
- (d) 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;
- (e) laundry – after two (2) consecutive days on duty travel, a maximum of two dollars (\$2.00) per day for each subsequent day supported by receipts in all cases;
- (f) wages – payment of casual wages for service personnel where a satisfactory explanation is provided, not to exceed fifty dollars (\$50.00) supported by receipts in all cases.
- (g) child care expenses – an Employee may be reimbursed a maximum of twenty five dollars (\$25.00) 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 that would normally have been incurred.

Limitations

41.07 No items of "other expenses" or transportation in excess of \$5.00, will be reimbursed unless supported by receipts.

Employees required to travel on behalf of the Employer shall receive an advance of funds prior to duty travel in an amount estimated to be required for the duration of the travel and stay. Amounts spent must be verified by receipts as specified.

41.08

- (1) The Employer shall authorize duty travel by signing the prescribed form before the start of the trip.
- (2) The signed form referred to in subclause (1) is to be submitted as a request for an advance of travel expenses where required.

- (3) If an Employee submits a request for an advance of travel expenses not later than 15 working days before the trip commences, the Employer shall issue an advance of funds before the Employee departs.
- (4) The signed form referred to in subclause (1) shall be returned to the Employee with the advance of funds.
- (5) Within 15 working days of completion of the duty travel, the Employee shall submit a claim for expenses on the pre-authorized form for approval by the Employer, together with a personal cheque to cover any amount by which the travel advance exceeds the total of the claim. If the Employer owes the Employee money pursuant to the claim, the amount owing will be paid within 15 working days.
- (6) No Employee is allowed to have more than one travel advance outstanding at any one time, unless circumstances indicate the need for two. Failure to comply with this regulation will result in automatic payroll deductions being initiated for the total amount of the advance.

41.09 The following expenses will not be allowed:

- (a) the purchase of briefcases, fountain pens, tools or any other supplies or equipment;
- (b) the rental of television or radio receiving sets, where not included in the charge for lodgings;
- (e) the purchase of articles of a personal nature, such as baggage, clothing, etc.
- (d) except as provided for in Clause 41.06, the cost of telephone, telegraph, cable, or radio messages of a personal nature, other than 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;
- (f) any losses of money or of personal belongings.

Entitlement

41.10

- (1) Subject to the Employer's approval, payment shall be made for transportation in Iqaluit, 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 the Employee's 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.
- (2) Where applicable, expense rates will be adjusted as the Federal rates are changed.

Travel by Private Car

41.11 The Employer will reimburse an Employee who with prior authorization uses a privately owned car for necessary travel business.

ARTICLE 42 LEAVE FOR TRAINING PURPOSES

42.01

- (1) Leave without pay to take advanced or supplementary professional or technical training of one academic year or less may be granted to Employees upon the recommendation of the **CAO**.
- (2) The granting of such leave shall be based on an appraisal of the present and future job requirements and the qualifications of the Employee applying for the leave and shall be granted only to meet the identified needs of the Employer.

~~42.02~~ Where a request for leave under Clause ~~42.01~~ has been submitted by an Employee, the Employer shall, within 60 calendar days from the submission of the request, advise, the Employee whether the request has been approved or denied.

~~42.03~~ Full or partial financial assistance in respect of salary, tuition, travelling and other expenses may be granted during leave granted under Clause ~~42.01~~:

- (a) where the Employee has become technically obsolete and requires retraining to satisfactorily carry out assigned work;
- (b) where the courses are required to keep the Employee abreast of new knowledge and techniques in the Employee's field of work; or
- (c) where qualified persons cannot be recruited to carry out essential work and it is necessary to train present Employees.

~~42.04~~

- (1) Subject to prior approval by the Employer, when an Employee provides the Employer with evidence of having successfully completed a course, the Employer shall reimburse the Employee for tuition fees paid by the Employee with respect to the course if the course is of value to the Employee's work and does not require the Employee to be absent from duty.
- (2) If an Employee fails to complete any training course without reasonable justification, the Employee will refund all costs expended by the Employer for the training course. Prior to repayment, a repayment schedule will be mutually agreed upon.

~~42.05~~ 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 to work upon the expiration of the leave, to work for the Employer for a period equivalent to the leave.

ARTICLE 43
CIVIL LIABILITY

- 43.01 If an action or proceeding is brought against any Employee or former Employee covered by this Agreement for an alleged tort committed by the Employee in the performance of duties, then:
- (a) The Employee or former Employee, upon being served with any legal process, or upon receipt of any action or proceeding as referred to in this Article, being commenced against him or her shall advise the CAO of any such notification or legal process;
 - (b) The Employer shall pay:
 - (i) any damages or costs awarded against any such Employee in any such action or proceedings and all legal fees, and/or
 - (ii) 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/her duty as an Employee.
 - (c) No Employee shall enter into any settlement agreement without the express written authority of the Employer and if an Employee does enter into such settlement agreement without proper authorization the Employee agrees to waive any rights provided to him/her under this Article.
 - (d)
 - (i) Subject to subparagraph (ii), upon notification to the Employer by the Employee in accordance with paragraph (a), the Employer and the Employee shall forthwith meet and appoint mutually agreeable legal counsel.
 - (ii) Should the Employer and the Employee be unable to agree on the choice of legal counsel, the Employer shall

unilaterally appoint legal counsel, with whom the Employee agrees to cooperate fully.

(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/her duties at the time of the alleged tort then the Employee shall be indebted to the Employer for an amount equal to the expenses incurred by the Employer on behalf of the Employee pursuant to this Article and such amount shall be recovered from the Employee. An appropriate recovery schedule will be mutually agreed upon.

(f) All of the foregoing shall be subject to compliance with all applicable insurance requirements, including, but not restricted to, Clauses in Appendix A of the Nunavut Association of Municipalities Insurance Policy.

ARTICLE 44 SUSPENSION AND DISCIPLINE

44.01 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.

44.02 When an Employee is to be suspended or discharged from duty, the Employer shall notify the Employee and the Union in writing of the reasons for such suspension or discharge.

44.03 When an Employee is required to attend a meeting where a disciplinary decision concerning the Employee is to be taken by the Employer or a representative of the Employer, the Employee is entitled to request and to have a representative of the Union attend the meeting. The meeting should be scheduled to enable a Union Representative to attend.

44.04 When an Employee is suspended without pay for a period of more than 30 days or is discharged, a grievance may be initiated by the Employee and/or Union at the Third Level as per the Grievance procedure set out in Article 36, within the time limits specified.

ARTICLE 45
SEVERANCE PAY UPON TERMINATION OF EMPLOYMENT

45.01 An Employee who resigns after four (4) or more years of continuous employment is entitled to Severance Pay on resignation in accordance with the following formula:

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

The maximum Severance Pay grantable under this Clause is 13 weeks pay, less the number of weeks of any previous Severance Pay granted.

Retirement and Termination for Health Reasons

45.02 Where an Employee retires from service with the Employer under the terms of the Community Employees Benefits Act pension plan or where an Employee's employment is terminated as a result of a recommendation made to the Employer that the Employee is incapable of performing his or her duties because of chronically poor health, the Employee shall be paid Severance Pay in accordance with the following formula:

$$\begin{array}{l} \text{Number of completed} \\ \text{years of continuous} \\ \text{service} \end{array} \quad \times \quad \begin{array}{l} \text{Weekly rate of pay on} \\ \text{termination} \end{array}$$

The maximum Severance Pay grantable under this Clause is 30 weeks pay, less the number of weeks of any previous Severance Pay granted.

45.03 An Employee, who is dismissed for cause or who has been declared to have abandoned his/her position, shall not be entitled to Severance Pay.

ARTICLE 46 VACANCIES

46.01 If a position becomes vacant at short notice, the Employer shall make every reasonable effort to provide temporary coverage to avoid changes to approved leave.

46.02 When the Employer wishes to keep a position vacant for any reason for longer than 2 months, the Union shall be advised, in writing, of such decision and the reason for such decision. It is understood where such deliberate vacancies are created by the Employer, they shall not be used as a basis for denial of leave for operational reasons, or for changes to approved leave.

46.03 Every vacancy for a position expected to be of more than 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, shifts, required qualifications for the position and the closing date for applications. An Employee who wishes to apply for a posted position shall do so before the closing date as advertised on the posting. All vacancies will be advertised internally for 1 week prior to the external advertising.

46.04 In making selections, promotions and appointments within the Bargaining Unit, where the required qualifications, skills and abilities of an applicant demonstrably exceed those of applicants with more seniority, that applicant may be awarded the position. Otherwise, the qualified applicant with the greatest seniority shall be awarded the position.

- 46.05 Upon completion of a competition and when a candidate has been offered and has accepted a position, the Human Resource Manager shall notify all other candidates, in writing, who is the successful candidate in the competition. Should any of the unsuccessful candidates have any queries as to why they were unsuccessful, they may contact the Human Resource Manager, who will then answer any questions regarding that particular applicant's candidacy.
- 46.06 No Employee shall be transferred to a position outside the Bargaining Unit without his or her consent.
- 46.07 No Employee shall be transferred to another position within the Bargaining Unit without his/her consent.
- 46.08 New Employees shall not be hired when there are Employees on lay off who are qualified and willing to perform the job.
- 46.09 Nothing in this Agreement shall prevent the Employer from hiring persons outside the Bargaining Unit.
- 46.10 Employees on initial probation shall not be eligible to apply on job competitions.

ARTICLE 47 NEBS BENEFITS

- 47.01 The Employer shall offer the Northern Employee Benefits Services (NEBS) R.R.S.P. to all permanent and term Employees. Where an Employee elects to participate in the NEBS R.R.S.P. scheme, the Employer shall match the Employee's contributions to a maximum of five percent (5%) per year of the Employee's regular earnings.
- 47.02 The Employer agrees to provide the full Northern Employee Benefit Services (NEBS) coverage in accordance with those plans. Coverage will be provided as follows:

Short Term Disability
Long Term Disability
Health (Medical) Insurance
Dental Care Insurance

Accidental Death/Disability Insurance
Life Insurance

ARTICLE 48
VEHICLES – ELECTRICAL COST

- 48.01 An Employee who is on standby and is required to take a staff vehicle home shall receive, upon submission of claim, the sum of three dollars (\$3.00) per day during the period November 1 to April 30 to offset the electrical cost associated with plugging in the vehicle, where the Employee is responsible for paying any cost of electricity.

ARTICLE 49
BILINGUALISM
BILINGUAL BONUS

- 49.01 Where the Employer decides that an Employee is required on a day to day basis to speak a second language, provided the Employee is able to demonstrate reasonable competence in the required languages, he or she shall be paid an annual bilingual bonus of one thousand dollars (\$1,000.00) in bi-weekly instalments calculated on a regular hourly basis.
- 49.02 The Town will consult with the Union prior to designating a position as bilingual.
- 49.03 Any Employee required by the Town to take training in any official language or official Aboriginal language of Nunavut shall receive time off with pay and a refund of tuition fees.

ARTICLE 50
TRADES AND MAINTENANCE

Wash-up Time

- 50.01 Labour and Trades Employees, Equipment Operations Employees, and Maintenance Employees shall be permitted paid wash-up time to

a maximum of 10 minutes prior to the conclusion of each shift. In unusual circumstances this period may be extended by the Employee's Supervisor to a maximum of 15 minutes.

Tools

50.02

- (1) The Employer agrees to reimburse each certified trades Employee and apprentice up to the amount of two hundred dollars (\$200.00) per fiscal year upon presentation of official receipts for the following expenses:
 - (a) insurance of tools against theft or **loss**;
 - (b) replacement of worn out or broken tools.

Cash register tapes will not be accepted as official receipts.

- (2) The Employer shall assist Employees in the purchase of tools and equipment used in the performance of their duties to the extent that Employees shall be able to purchase these tools and equipment through the Employer at the Employer's cost price.

Protective Clothing

50.03 Articles of protective clothing are to be worn only when Employees are on duty; to and from work; and while on stand-by. The responsibility of maintaining protective and uniform articles rests with the Employee.

50.04 The Employer will replace lost or damaged protective articles and uniform articles, but if the loss or damage is wilful, the Employee may be subject to an assessed charge not to exceed the replacement cost of the lost or damaged article.

50.05 Where an Employee terminates employment or transfers to another position, the Employee shall be given the option of purchasing selected protective and uniform articles at a reasonable price or at no cost whatever, based on the age and condition of the selected articles.

50.06 The Employer shall provide lockable lockers to Employees as required.

**ARTICLE 51
APPRENTICES**

51.01 The terms and conditions for the engagement of Employees as apprentices are agreed as follows:

- (1) The *Apprenticeship, Trade and Occupations Certification Act* and pursuant regulations shall apply to all apprentices. A copy of the applicable regulations shall be supplied to each apprentice upon appointment.
- (2) The recognized Apprenticeship Training Programs shall be those listed in the Trade Designation Order pursuant to the *Apprenticeship, Trade and Occupations Certification Act*.
- (3) Pay increases shall not be automatic but will be based upon levels of certification issued pursuant to the *Apprenticeship, Trade and Occupations Certification Act* and shall be effective from the date of certification.
- (4) Apprentice rates will be based on a percentage of the appropriate Journeyman rate as follows:

4 year training programs		3 year training programs	
year 1	55%	year 1	60%
year 2	65%	year 2	70%
year 3	75%	year 3	80%
year 4	85%		
2 year training program		1 year training program	
year 1	65%	year 1	70%
year 2	80%		

- (5) The Employer will pay the following expenses of the apprentice while attending trade courses:
 - (a) 100% of current wages;
 - (b) Telephone calls for the purposes of arranging accommodations beforehand or for calling the Employee's headquarters while

- on course;
- (c) Personal telephone calls in the amount of 1 call per week, not to exceed 15 minutes each.
-
- (6) Apprentices shall be entitled to the benefits and terms and conditions of employment of this Collective Agreement while working and while on course.
 - (7) Where an apprentice fails after 2 attempts to successfully complete a trade training course, a recommendation may be made to the Supervisor of Apprenticeship, Trades and Occupations Certification to cancel his or her contract and the apprenticeship may be terminated, but the Employer will make every reasonable effort to continue to employ that Employee elsewhere in the Employer's organization.
 - (8) Upon successful completion by an Employee of an Apprenticeship Program, the Employer will make every reasonable effort to provide the Apprentice with a permanent full time position in the area of his or her trade. All time spent as an Apprentice shall count towards continuous employment.

ARTICLE 52
CREDIT FOR PREVIOUS EXPERIENCE

- 52.01 Wage rates for new and rehired Employees shall be established as follows, as applicable:
- (a) Employees who have previously been employed by the Employer shall receive 100% credit for previous experience in a similar position.
 - (b) Where an Employee has gained related experience elsewhere, his or her related experience shall be taken into consideration by the Employer when determining the Employee's starting salary.

ARTICLE 53
HOUSING ALLOWANCE

- 53.01 All Employees residing in privately owned housing or paying economic rent in public housing shall receive:
- (a) a housing allowance of four hundred fifty dollars (\$450.00) per month, and
 - (b) a utility allowance of one hundred ninety dollars (\$190.00) per month, provided that full utilities are being paid by the Employee.
- 53.02 Rent charges to Employees residing in units owned or rented by the Employer shall not exceed twenty five percent (**25%**) of the Employee's gross salary, excluding overtime, and will not exceed one-half ($\frac{1}{2}$) of the rent charged to the Employer or one-half ($\frac{1}{2}$) of the economic rent that would be charged for an equivalent unit.
- 53.03 Employee living in units owned or rented by the Employer shall continue to pay their own utilities and municipal service charges.
- 53.04 Employees other than casuals and swimming pool Employees receiving benefits pursuant to By-law 98, paragraphs 1(i)(b) and (i)(c), as amended by By-law 105, provided that they were permanent Employees prior to July 12, 1990, shall continue to receive these benefits pursuant to those paragraphs of the By-law.
- 53.05 Student lifeguards and student swimming pool cashiers and casual Employees shall not be entitled to benefits under this Article. Benefits under this Article shall be applied on a pro-rated basis to permanent part-time Employees.
- 53.06 Upon request of Employees residing in units owned or rented by the Employer, the Employer shall make payroll deductions for the purpose of rent or utilities payable to the Town.
- 53.07 Any permanent or term Employee, not living in Employer provided housing, nor receiving benefits under Article 53.01 shall be eligible for a housing supplement of two thousand dollars (\$2,000.00) per

annum payable in February if their cost of shelter including utilities exceed twenty five percent **(25%)** of their regular pay.

Applications for this supplement shall be made during the month of January, each year of the duration of the Collective Agreement.

Any disputes as to eligibility for this supplement shall be referred to the Labour/Management Committee within fifteen **(15)** days who shall meet within fifteen **(15)** days of referral to make a decision binding on all parties.

Should the Labour/Management Committee fail to agree or fail to make a decision, the matter may be grieved pursuant to Article 36.

ARTICLE 54 ADVERSE WEATHER CONDITIONS

- 54.01** Subject to established Municipal "Blizzard Procedures", Employees will be paid should they be advised not to report to work because of adverse weather conditions.
- 54.02** When an Employee reports to work but is unable to perform his or her duties due to weather conditions and is, therefore, not required to work, the Employee shall be paid in full as though he or she had worked regular hours for the day.
- 54.03** The Employer agrees to pay Employees who report to work late as a result of difficulty in getting to work due to adverse weather conditions within Iqaluit, including Apex, as though they had reported on time.
- 54.04** Where an Employee is unable to report to work as a result of adverse weather conditions within the municipal boundaries, the Employee shall be paid as if he/she had worked regular hours for the day. This payment shall not include scheduled overtime that was not worked because of adverse weather conditions.

ARTICLE 55
OUTSIDE EMPLOYMENT

55.01

- (1) Where an Employee wishes to carry on any business or employment outside his/her regularly scheduled hours of duty the Employee 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. The Employee shall interpret no written response within 10 working days as consent.
- (2) When the Employer does not consent to an Employee engaging in a business or employment outside his/her regularly scheduled hours of duty, the Employer shall notify the Employee in writing, advising the reason for withholding such permission and of recourse that may be taken through the grievance procedure.

55.02

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

55.03

An Employee shall not be involved in a business which requires the use of Town facilities, vehicles or housing as an element of that business.

ARTICLE 56
CASUAL EMPLOYMENT

56.01

- (1) The length of casual employment for an Employee shall not exceed four (4) months of continuous employment.

(2) Where the Employer expects the period of temporary employment to be in excess of four (4) months, the Employee shall be appointed on a term basis and shall be entitled to all provisions of the Collective Agreement from the first day of his or her employment.

56.02 A casual Employee shall upon commencement of employment be notified, in writing, of the expected termination of his/her employment. The Union shall be notified, by copy of such notification, where any casual Employee is expected to be required to work for more than 20 consecutive working days.

56.03 The Employer shall ensure that a series of casual Employees will not be employed in lieu of establishing either a permanent or term position or filling a vacant position.

56.04 The Employer shall ensure that casual Employees will not be employed to avoid paying overtime to permanent or term Employees.

ARTICLE 57 RE-OPENER OF AGREEMENT

57.01 This Agreement may be amended by mutual consent.

Mutual Discussions

57.02 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 58 DURATION AND RENEWAL

58.01 The term of this Agreement shall be from July 1, 1999 until June 30, 2003.

The pay schedules contained in Appendix " A shall apply from July 1, 1999.

All other provisions of this Agreement take effect on the date of ratification unless another date is expressed therein.

- 58.02 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.
- 58.03 Within four (4) 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.
- 58.04 Where notice to commence collective bargaining has been given under Clause 58.03, 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 in accordance with Section 50 of the Canada Labour Code Part I.

Signed at Iqaluit, this day of the month of 2001.

**The Municipal Corporation of
Iqaluit**

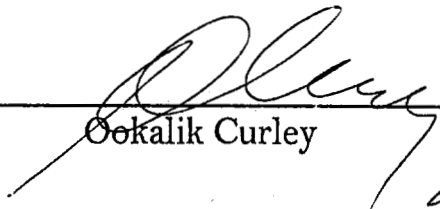
**The Public Service Alliance of
Canada**



Rick Butler



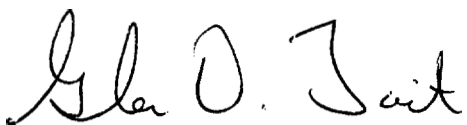
Jean-François Des Lauriers



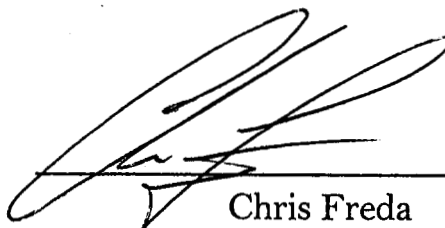
Ookalik Curley



Gord McIntosh

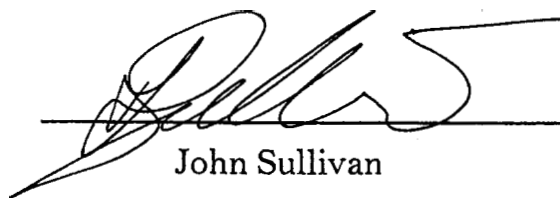


Glenn Tait



Chris Freda

Andre Savard



John Sullivan

APPENDIX "A"

RATES OF PAY

Level 1 (0 – 210 points)

No Positions

Level 2 (211 – 320 points)

Assistant Lifeguard
Building Maintainer
Building Custodian
Facilities Helper
Assistant Summer Camp Leader
By-Law Officer Trainee
Elders Recreation Assistant
Labourer
Utility System Labourer

Level 3 (321 – 430 points)

Shop Helper
Summer Camp Leader
Receptionist
Municipal Services Truck Driver
Facilities Worker
Waste Facility Operator
Utility System Technician

Level 4 (431 – 540 points)

Recreation Programmer
Works Clerk
Planning Clerk (Engineering/Planning)
Lead Hand/Driver
By-Law Enforcement Officer
Lands Officer
Motor Vehicle Mechanic
Heavy Equipment Mechanic

Utility System Operator
Heavy Equipment Operator
Lifeguard/Instructor

Level 5 (541 – 650 points)

Dispatcher
Interpreter/Translator
Utility System Maintainer
Financial Officer – Receivables
Finance Officer – Property Taxes
Finance Officer
Finance Officer – Purchasing/Contr/A.M.
Pay and Benefits Officer
Senior Lifeguard

Level 6 (651 – 760 points)

Facilities Coordinator
Garage Foreman
Fire-fighter/Emergency Response Technician
Program Coordinator
Aquatics Coordinator
Lands Administrator

Level 7 (761 – 870 points)

Station Captain
Roads Foreman
Municipal Services Foreman
Utility Systems Foreman

Level	Step 1	Step 2	Step3	Step4	Step5	Step6
1	30250.00	31157.50	32092.23	33054.99	34046.64	35068.04
2	33000.00	33990.00	35009.70	36059.99	37141.79	38256.04
3	35750.00	36822.50	37927.18	39064.99	40326.94	41444.05
4	38500.00	39655.00	40844.65	42069.99	43332.09	44632.05
5	41250.00	42487.50	43762.13	45074.99	46427.24	47820.06
6	45140.00	46494.20	47889.03	49325.70	50805.47	52329.63
7	49360.00	50840.80	52366.02	53937.00	55555.11	57221.77

Conversion Rules

Conversion is to be implemented by placing each Employee on the pay grid in Appendix “ A for the pay level at which his or her position was evaluated at the step within that pay level which is equal to or next higher than his or her salary prior to conversion.

Any Employee salary prior to conversion exceeds the maximum salary for his or her position based on the pay grid in Appendix “ A will receive an increase of two percent (2%) added to his or her salary as of July 1, 1999 and a further two percent (2%) added as of July 1, 2000. The new salary produced by the compounding of these two (2) economic increases will then be red-circled and the Employee will continue to receive this salary until such time as it is exceeded by the maximum salary for his or her position in the pay grid in Appendix “A”

Return to Work Allowance

The Employer shall pay a Return to Work Allowance of two thousand two hundred seventy five dollars (\$2275.00) to each permanent Employee. The Return to Work Allowance will be pro-rated for part time Employees. An Employee must return to work in order to be entitled to payment of the Return to Work Allowance.

LETTER OF UNDERSTANDING #1
Between
CITY OF IQALUIT
And
THE PUBLIC SERVICE ALLIANCE OF CANADA
(NUNAVUT EMPLOYEES UNION)

Re: Public Works Employees (Water and Sewage Truck Drivers and Helpers and Other Public Works Employees, exclusive of clerical staff)

As a result of the changes to the 1999 – 2003 Collective Agreement, the Employer may schedule shifts between 6:00 a.m. and midnight for Employees whose hours of work are governed by Clauses 22.01(a) and 22.01(b).

An Employee who is employed as of June 9, 2001 and whose hours of work are governed by Clause 22.01(a) or 22.01(b) shall not be required to work any shift other than 8:00 a.m. to 5:00 p.m. Should any of these Employees choose to work a shift other than 8:00 a.m. to 5:00 p.m. , they will only be entitled to return to an 8:00 a.m. to 5:00 p.m. shift if there is a vacancy in that shift. If a vacancy exists in the 8:00 a.m. to 5:00 p.m. shift, it will be filled by the Employee who was employed as of June 9, 2001 with the most seniority who wishes to work that shift.

Nothing in this letter requires the Employer to maintain 8:00 a.m. to 5:00 p.m. shifts if they become vacant.

**The Municipal Corporation of
Iqaluit**

**The Public Service Alliance of
Canada**

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Rick Butler



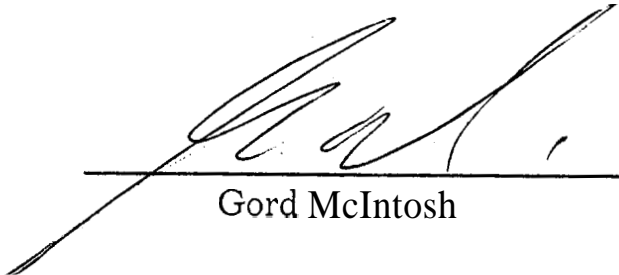
Jean-François Des Lauriers

**The Municipal Corporation of
Iqaluit**

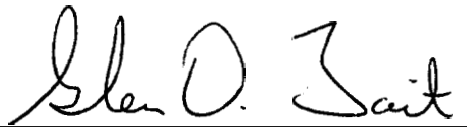
**The Public Service Alliance of
Canada**



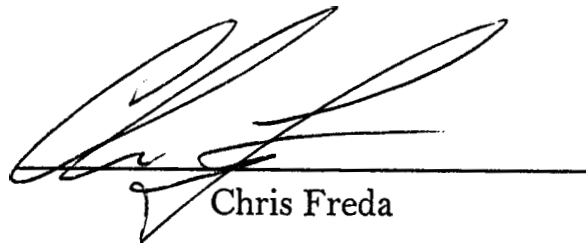
Ookalik Curley



Gord McIntosh

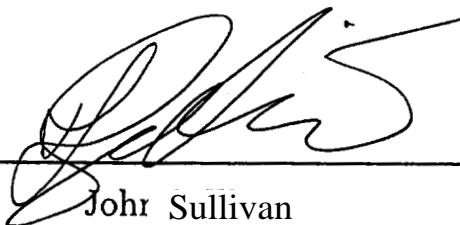


Glenn Tait



Chris Freda

Andre Savard



John Sullivan

LETTER OF UNDERSTANDING #2
Between
MUNICIPALITY OF IQALUIT
And
THE PUBLIC SERVICE ALLIANCE OF CANADA
(NUNAVUT EMPLOYEES UNION)

Re: Hours Of Work - Interpreter/Translator

Pursuant to the terms of the Collective Agreement between the above mentioned parties ratified in March 1995, it is agreed that the regular hours of work for the Interpreter/Translator shall be on the basis of 7 hours per day, Monday to Friday, exclusive of a 1 (one) hour meal period, 35 (thirty-five) hours per week. The normal starting time shall be 9:00 am and the normal stopping time shall be 5:00 pm.

Notwithstanding the foregoing, the regular working hours on the days of Council and committee of Council meetings, will be on the basis of shifts structured to 7 (seven) hours per day, worked between the hours of 9:00 am and 9:00 pm, mutually agreeable between the Employee and the supervisor.

This arrangement will be effective from June 1, 1995.

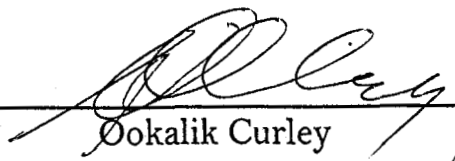
The contents of this letter are arbitrable pursuant to Article 36.

**The Municipal Corporation of
Iqaluit**

**The Public Service Alliance of
Canada**


Rick Butler


Jean-François Des Lauriers


Ookalik Curley

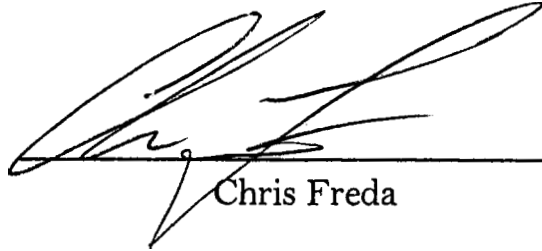

Gord McIntosh

**The Municipal Corporation of
Iqaluit**



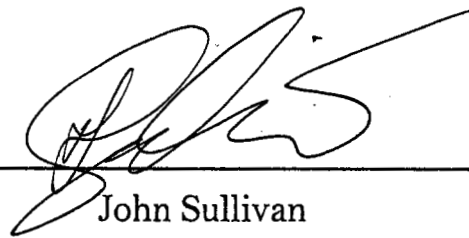
Glenn Tait

**The Public Service Alliance of
Canada**



Chris Freda

Andre Savard



John Sullivan

**LETTER OF UNDERSTANDING # 3
BETWEEN
THE CITY OF IQALUIT
ANI)
THE PUBLIC SERVICE ALLIANCE OF CANADA**

RE: Contracting Out

The parties to this Collective Agreement share a desire to provide protection for Bargaining Unit members in the event of contracting out of Bargaining Unit work. The City will consult with the Bargaining Agent in advance of contracting out and agrees to provide effected Employees three (3) months notice of its intentions.

The City agrees that part of any proposal call to contract out Bargaining Unit work will stipulate that incumbent Employees be hired by the contractor at a minimum of their current levels of pay.

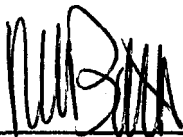
The City agrees to pay severance pay to Employees who are laid off as a result of contracting out pursuant to Article 32 subject to a minimum of four (4) weeks severance pay.

Every former Employee so displaced will retain Seniority pursuant to Article 46.04 for hiring purposes with the City for a period of 2 years. If an Employee is rehired on this basis, his or her Seniority will continue to accumulate.

The contents of this letter are arbitrable pursuant to Article 36.

**The Municipal Corporation of
Iqaluit**

**The Public Service Alliance of
Canada**



Rick Butler



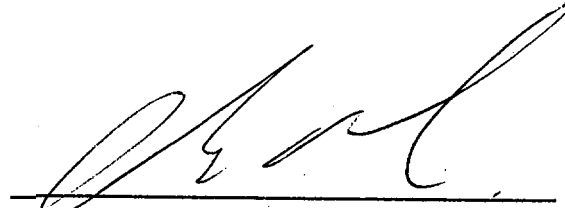
Jean-François Des Lauriers

**The Municipal Corporation of
Iqaluit**

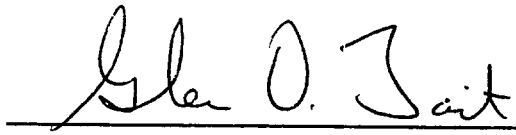
**The Public Service Alliance of
Canada**



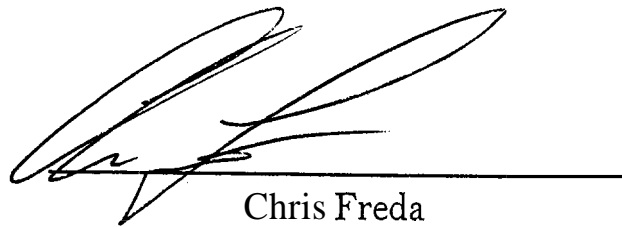
Ookalik Curley



Gord McIntosh




Glenn Tait



Chris Freda

Andre Savard



John Sullivan

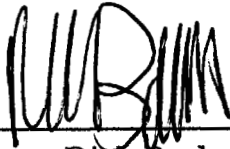
**LETTER OF UNDERSTANDING # 4
BETWEEN
THE CITY OF IQALUIT
AND
THE PUBLIC SERVICE ALLIANCE OF CANADA
(UNION OF NORTHERN WORKERS)**

Re: Classification on Conversion

Within thirty (30) days of the date of the implementation of the new classification plan or the signing of the Collective Agreement, whichever is later, an Employee who feels that his or her position has been improperly classified can make a written complaint to the Chief Administrative Officer. All of the provisions of Article 35 shall apply to the Employee's complaint. Any decision under Article 35 with respect to the Employee's complaint shall be retroactive to the date of the implementation of the new classification plan.

**The Municipal Corporation of
Iqaluit**

**The Public Service Alliance of
Canada**



Rick Butler



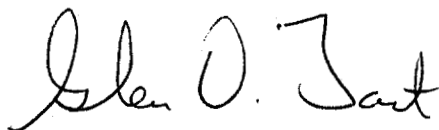
Jean-François Des Lauriers



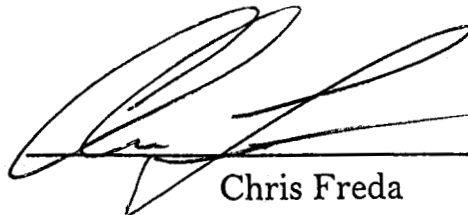
Ookalik Curley



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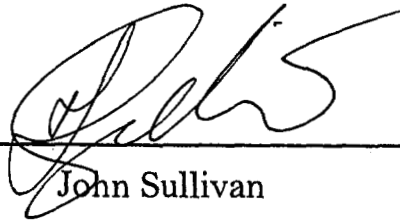


Chris Freda

**The Municipal Corporation of
Iqaluit**

**The Public Service Alliance of
Canada**

Andre Savard



John Sullivan

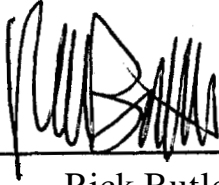
**LETTER OF UNDERSTANDING # 5
BETWEEN
THE CITY OF IQALUIT
AND
THE PUBLIC SERVICE ALLIANCE OF CANADA
(NUNAVUT EMPLOYEES UNION)**

Re: Inuit Employment Strategy

The parties agree to form a Joint Committee to review the existing Human Resource and Inuit Employment Strategy and to discuss improvements, changes or additions to the existing Strategy. The existing Strategy shall remain in effect until the Joint Committee provides recommendations for improvements, changes or additions and those recommendations are approved by City Council.

**The Municipal Corporation of
Iqaluit**

**The Public Service Alliance of
Canada**



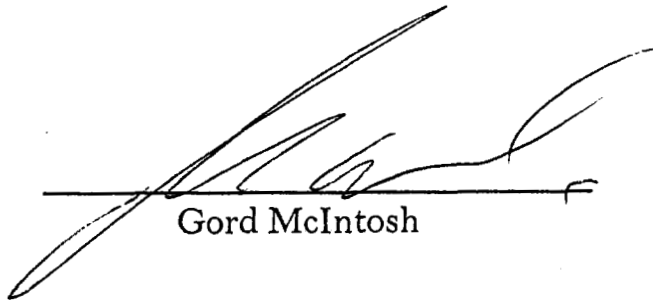
Rick Butler




Jean-François Des Lauriers



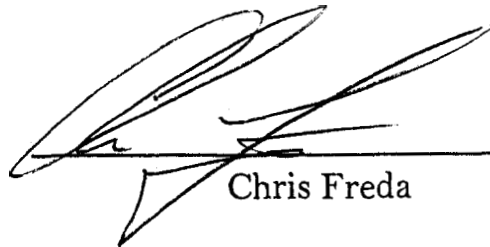
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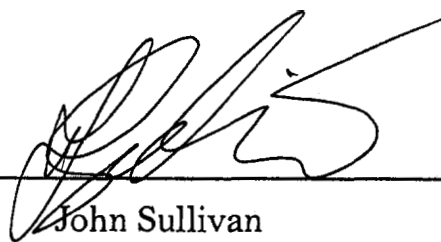


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Andre Savard



John Sullivan