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**COLLECTIVE AGREEMENT  
BETWEEN  
THE PUBLIC SERVICE ALLIANCE OF CANADA  
AND  
QIKIQTAALUK CORPORATION**

**FROM: JULY 31, 1995  
TO: JULY 31, 1996**





This is your Collective Agreement. It represents the rights and benefits that you, as a member of the Union of Northern Workers, (U.N.W.), a Component of your Bargaining Agent, the Public Service Alliance of Canada (P.S.A.C.) have gained through your Union.

In 1967, a majority of Government employees in the Northwest Territories applied for membership in what was then, the Northwest Territories Public Service Association, which has evolved into the U.N.W./P.S.A.C. and since then, has been striving to provide the highest level of Collective Agreements and service. Today, the U.N.W. represents many groups including the Territorial Government, Hamlets, Towns, Housing Authorities/Associations and others.

Please read your Collective Agreement and ensure you receive the benefits you are entitled to. It is your right to receive these. Protect that right! If you are not receiving the benefits, or need more information, contact your Shop Steward Local President, or Regional Vice-President. From time to time we list your Local and Regional Officers in our newspaper, the "Sulijuc".

In Solidarity

A handwritten signature in cursive script that reads "Darm Crook".

Darm Crook, President  
Union of Northern Workers (P.S.A.C.)



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## ARTICLE 1

### PURPOSE OF AGREEMENT

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

## ARTICLE 2

### INTERPRETATION AND DEFINITIONS

- 2.01 For the purpose of this Agreement:
- (a) "Alliance" means the Public Service Alliance of Canada.
  - (b) "Allowance" means compensation payable to an employee in addition to his regular remuneration payable for the performance of the duties of his position.
  - (c) "Bargaining Unit" means all employees of Qikiqtaaluk Corporation in Iqaluit, N.T., as described in the Certification Order as issued by the Canadian Labour Relations Board.
  - (d) "Casual Employee" means a person employed by the Employer for work of a temporary nature, not to exceed four (4) months of continuous employment.

- (e) A "common-law spouse" relationship is said to exist when, for a continuous period of at least one year, an employee has lived with a person, publicly represented that person to be their spouse, and lives and intends to ~~continue~~ to live with that spouse as if that person were their spouse.
- (f) "Compensatory leave" means the equivalent leave with pay taken in lieu of a cash payment.
- (g) "Continuous Employment" and "Continuous Service" means uninterrupted employment with Qikiqtaaluk Corporation; and
  - (1) with reference to re-appointment of a lay-off his employment in the position held by him at the time he was laid off, and his employment in the position to which he is appointed shall constitute continuous employment.

- (h) "Day of Rest" in relation to an employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of his position other than by reason of his being on leave of absence.
- (i) "Demotion" means the appointment of an employee for reasons of incompetence or misconduct, to a new position for which the maximum pay is less than that of his former position.
- (j) "Dependent" means a person who is the employee's spouse (including common-law), child, step-child, adopted child, foster child who is under nineteen (19) years of age and dependent of him for support or being nineteen (19) years of age or more and dependent upon him by reason of mental or physical infirmity or any other relative of the employee's household who is wholly dependent upon him for support by reason of mental or physical infirmity.
- (k) "Employee" means a member of the bargaining unit.



- (l) "Employer" means Qikiqtaaluk Corporation.
- (m) "Fiscal Year" means the period of time from April 1, in one year to March 31, in the following year.
- (n) "Grievance" means a complaint in writing that an employee, group of employees, or the Union on behalf of an employee or group of employees, submits to management, or the Employer submits to the Union, to be processed through the grievance procedure.
- (o) "Holiday" means the twenty-four (24) hour period commencing at 12:01 A.M. at the beginning of a day designated as a paid holiday in this Agreement.
- (p) "Lay-off" means an employee whose employment has been terminated because of lack of work or lack of funding.

- (q) "Leave of Absence" means absence from duty with the Employer's permission.
- (r) "Manager" means the worksite Superintendent for Qikiqtaaluk Corporation.
- (s) "May" shall be regarded as permissive and "Shall" and "Will" as imperative.
- (t) "Membership Fees" means the fees established pursuant to the By-Laws of the Union as the fees payable by the members of the Bargaining Unit, and shall not include any initiation fee, insurance premium, or special levy.
- (u) "Overtime" means work performed by an employee in excess of or outside of his regularly scheduled hours of work.
- (v) "Point of Departure" means Ottawa or Montreal.

(w) "Probation" means a **period** of six **months** from **the** day upon which an employee is first appointed by **the** Employer as a local hire, and one (1) year for employees hired from outside the community of Iqaluit.

(x) "Rates of Pay"

(i) "weekly rate of pay" means an employee's annual salary divided by 52.176;

(ii) "daily rate of pay" **means** an employee's weekly rate of pay divided by five (5);

(iii) "hourly rate of pay" means an employee's daily rate of pay divided by his regularly scheduled daily hours of work.

- (iv ) "bi-weekly rate of pay" means an employee's annual salary divided by 26.088.
- (y) "Representative" means an employee who has been elected or appointed as an area steward or who represents the Union at meetings with management and who is authorized to represent the Union.
- (z) "Union" means the Public Service Alliance of Canada as represented by its agent the Union of Northern Workers.
- (aa) "Week" for the purposes of this Agreement shall be deemed to commence at 12.01 A.M. on Monday and terminate at midnight on Sunday.

2.02 Except as otherwise provided in this Agreement, expressions used in this Agreement:

(a) if defined in the Canada Labour Code or in the Regulations made thereunder, have the same meaning as given to them in the Code or Regulation.

**2.03** Where the masculine gender is used, it shall be considered to include the female gender unless any provision of this Agreement otherwise specifies.

### **ARTICLE 3**

#### **RECOGNITION**

**3.01** The Employer recognizes the Union as defined in Article 2.01 (z) as the exclusive bargaining agent for all employees as described in the Certification Order issued or amended by the Canada Labour Relations Board.

## **DISCRIMINATION**

- 3.02** The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee by reason of age, sex, race, creed, colour, national origin, political or religious affiliation, nor by reason of union membership or activity, nor by exercising their rights under the Collective Agreement.

Affirmative action policies shall be deemed Non-Discriminatory.

## **ARTICLE 4**

### **APPLICATION**

- 4.01** The provisions of this Agreement apply to the Union, the Employees and the Employer.
- 4.02** The Employer shall share with the Union all cost associated with the printing and distribution of the Collective Agreement. The Union will facilitate said printing and distribution.

ARTICLE 5

FUTURE LEGISLATION

- 5.01 In the event that any law passed by Parliament or the Government of the Northwest Territories, 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 Collective Agreement shall be re-opened upon the request of either party and negotiations shall commence with a view to finding an appropriate substitute of equal value for the annulled or altered provision only.

ICT OF PROVISIONS

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

**ARTICLE 6**

**STRIKES AND LOCKOUTS**

- 6.01** During the term of this Collective 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.

**ARTICLE 7**

**MANAGERIAL RESPOI**

- 7.01** The Union recognises and acknowledges the rights of the Employer to manage and direct the workforce, and management agrees that these rights will be exercised consistent with the terms of this agreement.



**ARTICLE 8**

**RESTRICTION ON ( EMPLOYMENT**

- 8.01 An employee may carry on any business or employment outside his regularly scheduled hours of duty without interference from the Employer.

**ARTICLE 9**

**EMPLOYER DIRECTIVES**

- 9.01 The Employer shall provide the Union with a copy of all personnel policies. 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 directives.

**ARTICLE 10**

**UNION ACCESS TO  
EMPLOYER PREMISES**

- 10.01 Upon reasonable notice, the Employer shall permit access to its work premises of an **accredited** representative of the Union.

**ARTICLE 11**

**APPOINTMENT OF  
REPRESENTATIVES**

- 11.01 The Employer acknowledges the right of the Union to appoint employees as representatives. The Union will provide the Employer with the names of its representatives in writing within **thirty(30)** days of ratification and within **thirty(30)** days of any changes.

**ARTICLE 12**

**TIME-OFF FOR UNION BUSINESS**

**ARBITRATION HEARINGS (Disputes)**

- 12.01 (a) Subject to operational requirements, the Employer will grant leave without pay to a maximum of three(3) employees, to represent the Union before an Arbitration hearing;

**Employee called as a Witness**

- (b) The Employer will grant leave with pay to an employee called as a witness before an Arbitration hearing by the Employer, and where operational requirements permit, leave without pay to an employee called as a witness by the Union.

**ARBITRATION HEARING (Grievance)**

- 12.02 (a) The Employer will grant leave without pay to an employee who is a party to the grievance which is before an Arbitration Board.

**Employee who acts as a Representative**

- (b) Subject to operational requirements the Employer will grant leave without pay to the Representative of an employee who is a party to the grievance.

**Employee called as a Witness**

- (c) The Employer will grant leave without pay to a witness **called** by an employee who is a party to the grievance.

**CONTRIBUTIONS MEETINGS**

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

**TIME OFF FOR MEETING WITH MANAGEMENT**

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

**EMPLOYEE ORGANIZATION  
EXECUTIVE COUNCIL MEETINGS,  
CONGRESS AND CONVENTIONS**

- 12.05 When operational requirements permit and upon reasonable notice, the Employer will grant leave without pay to a reasonable number of employees to attend executive council meetings and conventions of the Alliance, the Union of Northern Workers, the Canadian Labour Congress and the N.W.T. Federation of Labour.

## **REPRESENTATIVES TRAINING COURSE**

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

## **TIME-OFF FOR REPRESENTATIVES**

- 12.07 (a) The Employer recognises the right of the Union to appoint union representatives from employees within the bargaining unit for the purposes of assisting employees in processing grievances. It is understood that union representatives have their regular work to perform on behalf of the Employer and when it is necessary to service a grievance that they will not leave their work without obtaining the prior permission of their supervisor. The union representative shall attend to the matter expeditiously and return to his workplace promptly.
- (b) It is agreed that the Union and the employees will not engage in any union activities during working hours or in the

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presence of the Employer's **clients/customers** or hold meetings at any time on the premises of the Employer without first obtaining the permission of the Employer, except as otherwise provided in this agreement.

**OTHER REPRESENTATION**

**12.08** When operational requirements permit and upon reasonable notice the Employer will grant reasonable leave without pay for employees who:

- (a) participate as a delegate to constitutional conferences or other similar forums . mandated by Federal or Territorial legislation; and
- (b) present briefs to commission, boards and hearings that are mandated by Territorial legislation or the Federal Government.

## **COST OF BENEFITS**

- 12.09** It is understood and agreed that any employee granted leave without pay for Union purposes will be responsible for the full cost of employee benefit premiums during the period of such leave.

## **ARTICLE 13**

### **CHECK OFF**

- 13.01** Effective the first of the month following the signing of this Agreement, the Employer will, as a condition of employment, deduct an amount equal to the **amount** of membership dues from the pay of all employees in the Bargaining Unit.
- 13.02** The Alliance shall inform the Employer in writing of the authorized deduction to be checked off for each employee within the Bargaining Unit.
- 13.03** For the purpose of applying Clause 13.01, deductions from pay for each employee will occur on a **bi-weekly** basis.



**13.04** From the date of signing and for the duration of this Agreement no employee organization, other than the Union, shall be permitted to have membership fees deducted by the Employer from the pay of the employees in the 'Bargaining Unit.

**13.05** The amounts deducted in accordance with Clause 13.01 shall be remitted to:

Comptroller of the Alliance,  
Public Service Alliance of Canada  
233 Gilmour Street  
Ottawa, Ontario  
K2P 0P1

by cheque, thirty(30) days after each month end, and shall be accompanied by particulars identifying each employee and the deductions made on his behalf.

**13.06** 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.

- . 13.07 The Employer agrees to identify annually on each employee's T-4 slip the total amount of Union dues deducted for the preceding year.

#### ARTICLE 14

#### INFORMATION

- 14.01 The Employer agrees to provide the Union within thirty (30) days of ratification, and within thirty (30) days of any changes, with information concerning the identification of each employee in the Bargaining Unit. This information shall include the name, address, job classification, rate of pay, employment status and social insurance number of all employees in the Bargaining Unit.

The Employer shall indicate which employees have been recruited or transferred and those employees who have been struck off strength during the period reported.

- 14.02 The Employer shall provide each existing and new employee with a copy of the Collective Agreement.

**ARTICLE 15**

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

- 15.01 The Union will be allowed to install in a location mutually agreed upon a bulletin board for the posting of official Union notices of meetings and elections and social and recreational affairs, or any other matter that has the prior approval of the Manager. Such approval shall not be unreasonably withheld.
- 15.02 The Employer shall make available to the Union specific locations for the placement of bulk quantities of literature of the Union, provided it is **pre-approved** by the Manager. Such approval shall not be unreasonably withheld.
- 15.03 The Employer shall ~~make~~ available to the members of the Bargaining Unit a suitable meeting room, as and when available, to be used from time to time for the conducting of business relating to the Bargaining Unit.

- 15.04** A representative of the Union shall have the right to meet with new employees to ~~make~~ a presentation of up to one-half (1/2) hour. Employees shall be granted leave with pay to attend these meetings, which shall not interfere with normal operational requirements.

## **ARTICLE 16**

### **DESIGNATED PAID HOLIDAYS**

- 16.01** (1) The following days are designated paid holidays for employees covered by this Collective Agreement:
- (a) New Year's Day
  - (b) Good Friday
  - (c) Easter Monday
  - (d) Victoria Day
  - (e) Canada Day
  - (f) Nunavut Day

- (g) The first Monday in August, or, another day fixed by order of the Commissioner of the N.W.T.
- (h) Labour Day
- (i) Thanksgiving Day
- (j) Remembrance Day
- (k) Christmas Day
- (l) Boxing Day
- (m) A paid leave of appropriate duration shall also be granted to all Employees on any special day proclaimed by the legislation of the Government of Canada, the Government of the Northwest Territories or the Municipality of Iqaluit.

- (2) Where a holiday is proclaimed as provided in 16.01(1) above, those employees who are unable to take advantage of the time off because of operational requirements, will be paid at the overtime rate for hours worked during that period except on Nunavut Day which will be paid at the regular rate.
- (3) Clause 16.01 does not apply to an employee who is absent without leave on either the working day immediately preceding or the working day following the Designated Paid Holiday, except with the approval of the Manager.

**HOLIDAY FALLING ON A DAY OF REST**

- 16.02 When a day designated as a holiday under Clause 16.01 coincides with an employee's day of rest, the holiday shall be moved to the employee's first working day following his day of rest.
- 16.03 When a day designated as a holiday for an employee is moved to another day under the provisions of Clause 16.02:

- (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.

**16.04** If a Designated Paid Holiday falls within an employee's vacation period, the employee shall be granted another day with pay at a time mutually acceptable to the employee and Employer, or at his option, receive a day's pay in lieu thereof.

**16.05** At the request of the employee, and where the operational requirements of the Employer permit, an employee shall not be required to work both Christmas and New Year's Day.

## ARTICLE 17

### LEAVE - GENERAL

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- 17.01** When the employment of an employee who has been granted more vacation, sick or special leave with pay than he has earned is terminated the employee shall be considered to have earned that amount of leave with pay granted to him provided that:
- (a) an employee's employment is terminated by his death.
- 17.02** When an employee is in receipt of an extra allowance and is granted leave with pay, he is entitled during his period of leave to receive the allowance if the special or extra duties in respect of which he is paid the allowance were assigned to him on a continuing basis.
- 17.03** During the month of May in each year the Employer shall inform each employee in the Bargaining Unit in writing of the balance of his special, sick and vacation leave credits as of the 31st day of March.



**ARTICLE 18**

**VACATION LEAVE**

**ACCUMULATION OF VACATION LEAVE**

- 18.01 (1) For each month of a fiscal year in which an employee receives ten (10) days pay, he shall earn Vacation Leave at the following rates:
- (a) one and one-quarter ( $1\frac{1}{4}$ ) days each month until the month in which the anniversary of the fifth (5th) year of continuous service is completed. (120 hours per year)
  - (b) one and two-thirds ( $1\frac{2}{3}$ ) days each month commencing in the month after completion of five (5) years of continuous service. (160 hours per year)
- (2) (a) The accumulated service for part-time employees shall be counted for the vacation leave entitlements in accordance with the Labour standards act of the NWT.

- (b) Part-time employees shall be paid six (6) percent of their total earnings in the fiscal year in accordance with their accumulated service in lieu of vacation leave to which they would otherwise be entitled.

#### **GRANTING OF VACATION LEAVE**

- 18.02 (1) In granting vacation leave with pay to an employee, the Employer shall make every reasonable effort:
  - (a) to schedule vacation leave for all employees in the fiscal year in which it is earned;
  - (b) not to recall an employee to duty after he has proceeded on vacation leave;
  - (c) to grant the employee his vacation leave during the fiscal year in which it is earned at a time specified by the employee;

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- (d) (i) to grant the employee vacation leave for at least up to five (5) consecutive weeks depending upon his vacation entitlements when so requested by the employee; and
  - (ii) to grant employees their vacation leave preference, and where as between two or more employees who have expressed a preference for the same period of vacation leave, length of service with the Employer will prevail;

(iii) where the operational requirements of the service are such that an employee is not permitted to take his vacation leave during the months of April to September inclusive in one fiscal year, special consideration will be given to his being granted his vacation leave during the months of April to September in the next fiscal year;

(e) to grant the employee his vacation leave when specified by the employee if the period of vacation leave is less than a week, providing the employee gives the Employer five(5) working days notice.

- (2) The Employer shall reply to the request for vacation leave submitted by the employee within ten (10) days after the request has been received. If the Employer does not respond within ten (10) days the leave shall be considered as granted. Where the Employer has proposed to change, reduce or deny the vacation leave requested by the employee, the Employer shall provide the employee with the reasons, in **writing**, for such change, reduction or denial of vacation leave.

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

- (a) is granted special leave, when there is a death in his immediate family as defined in Article 19; or
- (b) is granted special leave with pay because of illness in the immediate family as defined in Article 19; or
- (c) is granted sick leave on production of a medical certificate;

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

#### **CARRY-OVER PROVISIONS**

- 18.04** Employees shall be permitted to carry over vacation leave credits earned but not used, to a maximum of one year's entitlement.

#### **RECALL FROM VACATION LEAVE**

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

- (a) in proceeding to his place of duty;
- (b) in respect of any non-refundable deposits or pre-arrangements associated with his vacation;

- (c) in returning to the place from which he was recalled if he immediately resumes vacation upon completing the assignment for which he was recalled.

**18.06** The employee shall not be considered as being on vacation leave during any period in respect of which he is entitled under Clause **18.05** to be reimbursed for reasonable expenses incurred by him.

**LEAVE WHEN EMPLOYMENT  
TERMINATES**

**18.07** Where an employee dies or otherwise terminates his employment:

- (a) The employee or his estate shall, in lieu of earned but unused vacation leave, be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave by the daily rate of pay applicable to the employee immediately prior to the termination of his employment.

**18.08** An employee whose employment is terminated by reason of a declaration that he abandoned his position is entitled to receive the payment referred to in Clause 18.07. If after reasonable efforts the Employer is unable to locate the employee within 2 months of termination, his entitlement shall lapse.

- Excluding extenuating circumstances, an employee will be deemed to have abandoned his position if he is both absent from duty without leave and if he has not contacted his Employer within a five (5) working day period.

#### **VACATION TRAVEL ASSISTANCE**

**18.09** All employees travelling on vacation leave are entitled to transportation assistance once each fiscal year in the amount of two thousand five hundred dollars (\$2500.00), to be paid at least fifteen (15) days prior to departure on vacation leave.



**ARTICLE 19**

**SPECIAL LEAVE**

- 19.01 The Employer will grant leave with pay in the following circumstances:
- (a) Death of an immediate family member or dependent - 2 days
  - (b) Marriage - 1 day
  - (c) Birth/Adoption of a child - 1 day
  - (d) University Convocation - 1 day
- 19.02 For the purposes of this Article, immediate family is defined as an employee's father, mother, brother, sister, grandfather, grandmother, and any relative permanently residing in the employee's household.

**ARTICLE 20**

**SICK LEAVE**

**20.01** The Employer will grant leave without pay in the following circumstances:

Sickness • as required.

The employee must notify the Employer no later than one (1) hour after their scheduled time to report for work.

**20.02** An employee is required to produce a certificate from a qualified medical practitioner, or nurse, certifying that such employee is/was unable to carry out his duties due to illness:

(a) for sick leave in excess of three (3) working days.

**ARTICLE 21**

**OTHER TYPES OF LEAVE**

**MATERNITY LEAVE**

- 21.01** All Maternity/Parental/Adoption leave shall be in accordance with the applicable Federal and Territorial legislation.

**CULTURAL LEAVE**

- 21.02** Subject to operational requirements, the Employer shall grant, once annually, leave without pay of up to one (1) week for any employee who requests it, to go on the land.
- 21.03** Notwithstanding any provisions for leave in this Agreement, the Employer may grant leave of absence with or without pay to any employee in emergency or unusual circumstances.

## ARTICLE 22

### HOURS OF WORK - GENERAL

- 22.01 Regular hours of work for employees are to be set by the Employer, in consultation with the Union. If a change in operational requirements warrants a change of schedule, the Employer may change the scheduling of the said hours. Every effort will be made to give the employees **fourteen(14)** days notice of any change. The standard work week for all full-time employees will be **forty(40)** hours.
- 22.02 Employees shall be entitled to a rest period, with pay, of fifteen (15) minutes duration commencing on or about quarter-shift and shall be entitled to a rest period with pay, of **fifteen** (15) minutes duration commencing on or about three-quarter shift. The time of the rest periods will be left at the discretion of the employees, providing that the operational requirements are always met.

**22.03** A specified meal period, without pay, of one hour's duration (half-hour for security agents, firefighters and trainee firefighters) shall be scheduled as close to the mid-point of the shift as possible. The Employer will make every effort to arrange meal periods at times convenient to the employees.

### **SHIFT WORK**

**22.04** Where operational requirements are such that shift work is necessary, every effort will be made so that shifts are structured to provide a rotating shift pattern to equalise Saturdays and Sundays as days of rest.

**Shift** hours are to be set by the Employer, in consultation with the Union. If a change in operational requirements warrants a change of schedule, the Employer may change the scheduling of the said hours. Every effort will be made to give the employees fourteen(14) days notice of any change.

The Employer and the Union agree to ~~co-~~operate to obtain any overtime averaging permits required by the N.W.T. Labour Standards Office.

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## **ARTICLE 23**

### **OVERTIME**

**23.01** In this Article:

- (a) "Overtime" means work performed by an employee before or after or in excess or outside of his regularly scheduled hours of work.
- (b) "Straight time rate" means the regular hourly rate of remuneration.
- (c) "Time and one-half" means one and one-half times the straight time rate.

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

**23.03** (1) The Employer shall make every reasonable effort:

(a) to allocate overtime work on an equitable basis among readily available qualified employees who are normally required in their regular duties to perform that work;

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

(2) Except in an emergency, an employee may refuse to work overtime.

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

(b) Overtime work shall be compensated as follows:

(i) at time and one-half (1 1/2) for all hours.

- (c) At the request of the employee, in lieu of (i) above, the Employer may agree to grant equivalent leave with pay at the appropriate overtime rate to be taken at a time mutually agreeable to the Employer and the employee.

## **ARTICLE 24**

### **PAY**

- 24.01** Employees are entitled to be paid for services rendered for the classification and position to which they are appointed at the pay rates specified in the Rates of Pay Article.
- 24.02** (1) Employees shall be paid on a bi-weekly basis with pay days being every second Friday.
- (2) The Employer shall make payment by directly depositing all cheques to the employee's bank account.
- 24.03** Employees who have earned overtime compensation or any other extra allowances in addition to their regular pay, shall receive such remuneration in the current pay period.



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

#### **ACTING PAY**

- 24.04** When an employee is required by the Employer to perform all the duties of a higher classification level on an acting basis, he shall be paid acting pay calculated from the date on which he commenced to act at a rate of pay 10% higher than his regular rate of pay.

#### **SALARY INCREASES**

- 24.05** The Employer agrees to pay the negotiated salary increases to every employee not later than the month following the month in which this Agreement is signed and not later than the end of the month following the month in which any subsequent salary increases become effective.

**RECOVERY I**

- 24.06** (a) Where an employee has received more than his proper entitlement to wages or benefits, no continuing employee shall be subject to such deductions in excess of twenty percent (20%) of the employee's net earnings per pay period.
- (b) If more than one (1) year has passed since the overpayment, there shall be no recovery of the overpayment.

**ARTICLE 25**

**REPORTING PAY**

- 25.01** If an employee reports to work on his regular work day and there is insufficient or no work available he is entitled to 4 hours pay at the straight time rate.

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

## **ARTICLE 26**

### **CALL-BACK PAY**

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

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

**ARTICLE 27**

**TECHNOLOGICAL CHANGE**

- 27.01 (a) Both parties recognize the overall advantages of technological change. Both parties will therefore encourage and promote technological change and improvements.
- (b) With this in view, and recognizing the extensive lead time required for the selection, installation and providing of sophisticated equipment, the Employer agrees to provide as much advance notice as is practicable but not less than three (3) 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. In addition, the Employer agrees to consult with the Union with a view to resolving problems which may arise as a result of the introduction of such technological change.

**ARTICLE 28**

**PAY FOR TRAVEL ON  
BEHALF OF EMPLOYER**

- 28.01 (1)** Where an employee is required to travel on behalf of the Employer, he shall be paid:
- (a) when ~~the~~ travel occurs on a regular workday, eight **(8)** hours at regular rate.
  - (b) when travel occurs on a day of rest, no compensation will be paid.
  - (c) pending exceptional circumstances, travel will be on regular workdays.
- (2)** The Employer will make every reasonable effort to restrict travel outside of the employee's headquarters that requires absence from home beyond a period which includes ~~two~~ **(2)** weekends.

- (3) 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.
- (4) While on assigned training, employees will be paid eight (8) hours at the regular rate per day of training.

## **ARTICLE 29**

### **LAY-OFF AND JOB SECURITY**

- 29.01** (a) The Employer agrees that there shall be no lay-off of any employee during the life of this Collective Agreement, except for lay-off resulting from lack of work or lack of funding. When lay-offs are necessary, they shall be made on the basis of reverse order of seniority and classification of work.
- (b) A person ceases to be a lay-off if he is not appointed to a position within twelve (12) months from the date on which he became a lay-off.

**29.02** Before an employee is laid off:

(a) 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 to such additional leave with pay for the employee to travel to and ~~from~~ the place where his presence is so required within Iqaluit.

**29.03** 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.

**29.04** The Employer may retrain employees who would otherwise become redundant as a result of Employer planned termination.

### **COOLING OFF PERIOD**

- 29.05 An employee who wilfully terminates his employment as a result of a misunderstanding or argument shall be allowed to return to work and remain employed if he does so within two (2) working days. Should the Employer refuse to allow the employee to return to work, the termination shall be considered as a discharge, effective the date that the employee sought to return to work, and may be grieved as a discharge. The benefit of the cooling off period shall only apply once per fiscal year. This clause does not apply to casual employees.
- 29.06 Recall from a lay-off will be made on the basis of **seniority** and classification of work.
- 29.07 The Employer shall give notice of recall personally or by registered mail.
- (a) Where notice of recall is given personally, the Employer shall deliver in duplicate a letter stating that the employee is recalled. In this instance, notice of recall is deemed to be given when served.



(b) Where notice of recall is given by registered mail, notice is deemed to be given fourteen (14) days from the date of mailing.

**29.08** The employee shall return to work within ten (10) working days of receipt of notice of recall, unless, on reasonable grounds, he is unable to do so.

### **ARTICLE 30**

#### **STATEMENT OF DUTIES**

**30.01** When an employee is first engaged or when an employee is reassigned to another position in the Bargaining Unit, the Employer shall, before the employee is assigned to that position, provide the employee with a written Statement of Duties of the position to which he is assigned.

**30.02** Upon written request, an employee shall be entitled to a complete and current Statement of Duties and responsibilities.

**ARTICLE 31**

**EMPLOYEE PERFORMANCE REVIEW  
AND EMPLOYEE FILES**

- 31.01 (a) When a formal review of an employee's performance is made, the employee concerned shall be given the opportunity to discuss the document with a Union Representative and then sign the review form in question to indicate that its contents have been read and understood. The employee shall also be given the opportunity to provide written comments to be attached to his performance appraisal and may use the grievance procedure in Article 33 to correct any factual inaccuracies in his performance appraisal.
- (b) The formal review of an employee's performance shall incorporate an opportunity for the employee to state his career development goals; and every effort shall be made to develop the career potentials of each individual through inservice training, re-training, or any other facets of career development which may be available.

- 31.02** The Employer agrees not to introduce as evidence in the case of promotional opportunities or disciplinary action any document from the file of an employee, the existence of which the employee was not made aware of, by the provision of a copy thereof at the time of filing, or within a reasonable period thereafter.
- 31.03** Any document or written statement related to disciplinary action, which may have been placed on the Personnel file of an employee, shall be destroyed after eighteen (18) months has elapsed since the disciplinary action was taken provided that no further disciplinary action of a similar nature has been recorded during this period.
- 31.04** Employees shall be entitled to review their personnel file upon request, upon twenty-four(24) hours notice, once in every three (3) month period. At the employee's request, they may be accompanied by their local union representative when viewing their file. The Union will have the right to access an employee's personnel file when it is required to investigate an employee's grievance or complaint, so long as written consent is given by the employee, with a copy to the Employer.

## **ARTICLE 32**

### **CLASSIFICATION**

- 32.01** During the term of this Agreement, if a new or revised classification standard is implemented by the Employer, the Employer shall before applying the new or revised classification standard, negotiate with the Union the rates of pay and the rules affecting the pay of employees for the classification affected. If the parties fail to reach agreement within ten (10) days from the date on which the Employer submits the new or revised standard to the Union, the Employer may apply the new rates of pay and the Union may refer the matter to arbitration. The arbitrator's decision will be retroactive to the date of application of the new rates.
- 32.02** Where an employee believes that he has been improperly classified with respect to his position or category, group and level, he shall discuss his classification with his immediate supervisor and, on request, be provided with a copy of his statement of duties before he files a grievance under Article 33 - Adjustment of Disputes.

**ARTICLE 33**

**ADJUSTMENT OF DISPUTES**

- 33.01** (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 provision of a regulation, direction or other instrument made or issued by the Employer dealing with terms or conditions of employment; or
    - (ii) a provision of this Collective Agreement or Arbitral Award; and
  - (b) disciplinary action resulting in demotion, suspension, or a financial penalty;
  - (c) dismissal

(2) The procedure for the final resolution of the grievances listed in section (1) above is arbitration.

(3) The final resolution for letters of discipline placed on personnel file shall be the second level.

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

**33.03** An employee or the Union on behalf of an employee or group of employees who wishes to present a grievance at any prescribed level in the grievance procedure, shall transmit this grievance to the Manager who shall forthwith:

(a) forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate level; and

(b) provide the employee and the Union with a receipt stating the date on which the grievance was received by him.

- 33.04** A grievance of an employee or the Union shall not be deemed to be invalid by reason only of the fact it is not in accordance with the form supplied by the Employer.
- 33.05** Except as otherwise provided in this Agreement a grievance shall be processed by recourse to the following steps:
- (a) First Level (Manager)
  - (b) Second Level (Chief Executive/President)
  - (c) Final Level (Arbitration)
- 33.06** The Union shall have the right to consult with the Employer with respect to a grievance at each or any level of the grievance procedure.
- 33.07** An employee may present a grievance to the first level of the procedure in the manner prescribed in Clause 33.03 within fourteen (14) calendar days of being notified orally or in writing or of becoming aware of the action or circumstances giving rise to the grievance.

- 33.08** The Employer shall reply in writing to a grievance within fourteen **(14)** calendar days at level 1, and within fourteen **(14)** calendar days at level 2.
- 33.09** An employee or the Union on behalf of an employee or group of employees 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 griever, within fourteen **(14)** calendar days after that decision or settlement has been conveyed in writing to him by the Employer; or
  - (b) where the Employer has not conveyed a decision to the griever within the time prescribed in Clause **33.08** within fourteen **(14)** calendar days after the day the reply was due.
- 33.10** Where an employee has been represented by the Union in the presentation of his grievance, the Employer will provide the appropriate representative of the Union with a copy of the Employer's decision at the same time that the Employer's decision is conveyed to the employee.



- 33.11 No employee shall be dismissed without being given notice in writing together with the reasons therefore within five (5) days. When the Employer dismisses an employee the grievance procedures shall apply except that the grievance may be presented at the Final Level upon the failure of the Labour Management Committee to resolve the matter within five (5) days.
- 33.12 The Union shall have the right to initiate and present a grievance on any matter, to any level of management specified in the grievance procedure, on behalf of one or more members of the Union. The Employer has the reciprocal right to present a grievance to the Union.
- 33.13 An employee shall have the right to present a grievance on matters relating to the application or interpretation of this Agreement provided he first obtains the authorization of the Union prior to presenting such grievance.
- 33.14 An employee may, by written notice to the Manager, withdraw a grievance provided that, where the grievance is one arising out of the application or interpretation of this Agreement his withdrawal has the endorsement, in writing, of the Union.

- 33.15** The Union shall have the right to initiate and present a grievance to any level of management specified in the grievance procedure related to the application or interpretation of this Agreement on behalf of one or more members of the Union.
- 33.16** The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the employee, and where appropriate, the Union representative.
- 33.17** No proceedings under this Article are invalid by reason of any defect of form or any technical irregularity.

## **ARBITRATION**

- 33.18** Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement including any question as to whether a matter is arbitrable, or where an allegation is made that a term or condition of this Agreement has been violated, either of the parties may, after exhausting the grievance procedure in this Article, notify the other party in writing within fourteen (14) days of the receipt of the reply at the Second Level, of their desire to submit the difference or allegation to arbitration.
- 33.19** (1) The parties agree that arbitration referred to in **33.18 shall** be by a single arbitrator.
- (2) If an arbitrator selected is not available for a hearing date within thirty (30) days of the date on which notification by either party to submit the difference to arbitration was made, another name will be selected until an arbitrator is found to hear the parties within the above mentioned thirty (30) day period. Such time limit may be extended by mutual agreement.

(3) If the parties fail to agree on the choice of an arbitrator, either party may apply for the appointment of an arbitrator pursuant to the provisions of the Canada Labour Code.

**33.20** (1) The arbitrator has all of the powers granted to arbitrators under the N.W.T. Arbitration Act in addition to any powers which are contained in this Agreement.

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

(3) The award of the arbitrator shall be signed by him and copies thereof shall be transmitted to the parties to the dispute.

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

- 33.22** 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.
- 33.23** Where a party has failed to comply with any of the terms of the decision of the arbitrator, either party or employee affected by the decision may, after the expiration of thirty (30) calendar days from the date of the release of the decision or the date provided in the decision for compliance, whichever is later, file in the office of Clerk of the Supreme Court of The N.W.T., a copy of the decision, exclusive of the reason therefor in the prescribed form, whereupon the decision may be entered in the same way as a judgement or an order of that court and may be enforceable as such.
- 33.24** Where an employee files an appeal against his dismissal by the Employer by way of a grievance the provisions of Clause 33.11 and 33.18 apply.
- 33.25** In addition to the powers granted to arbitrators under Section 13 of the Arbitration Act the arbitrator may determine that the employee has been dismissed for other than proper cause and he may:

- (a) direct the Employer to reinstate the employee and pay to the employee a sum equal to his wages lost by reason of his dismissal, or such less sum, if any, as in the opinion of the arbitrator is fair and reasonable: or
- (b) make such order as he considers fair and reasonable having regard to the terms of this Agreement.

33.26 The Labour/Management Committee shall meet to review all dismissals, and shall attempt to resolve the matter within five (5) days. Failure to find a suitable resolution by the Labour/Management Committee the matter shall be referred to arbitration.

### **ARTICLE 34**

#### **CONTRACTING OUT**

34.01 There shall be no contracting out of any work by the Employer where the contracting out will result in the layoff of one or more permanent employees.

**ARTICLE 35**

**SAFETY AND HEALTH**

- 35.01 The Employer shall comply with all applicable federal, territorial, and municipal health and safety legislation and regulations. All standards established under the legislation and regulations shall constitute minimum acceptable practice.

**ARTICLE 36**

**DUTY TRAVEL**

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

**ARTICLE 37**

**SHORT TERM LEAVE FOR  
TRAINING PURPOSES**

- 37.01** Leave with pay to take advanced or supplementary professional or technical training of less than one academic year may be granted to employees, subject to operational requirements.
- 37.02** Where a request for leave under Clause 37.01 has been submitted by an employee, the Employer shall, within a reasonable period from the date of the employee's submission, advise the employee whether his request has been approved or denied.



**ARTICLE 38**

**TRADES**

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

Employees who do not hold certificates of qualification in a trade area may perform work normally performed by a qualified tradesman provided no employee holding a certificate of qualification is on layoff and such work is inspected by a qualified tradesman.

**WORK CLOTHING AND PROTECTIVE EQUIPMENT**

- 38.02** (1) The Employer shall agree to supply the following articles when they are required by the Employer or the Workers' Compensation Board:
- (i) Hard hats
  - (ii ) Aprons
  - (iii) Welding goggles
  - (iv ) Dust protection
  - (v) Eye protection, except prescription lenses
  - (vi ) Ear protection
- (2) When the following articles are required by the Employer or the Workers' Compensation Board, the Employer shall replace these articles as required when they are presented worn or damaged beyond repair by an employee, at no cost to the employee:
- (i) Hard hats

- (ii ) Aprons
- (iii) Welding goggles
- (iv) Dust protection
- (v) Eye protection, including safety prescription glasses
- (vi ) Ear protection

(3) The Employer will give a yearly allowance of three hundred and ~~seventy-five~~ dollars (\$375.00) plus an hourly allowance of ~~ten~~ cents (\$0.10) per hour for clothing to all employees other than casuals, ~~security~~ agents, firefighters and firefighter trainees. Employees are then expected to provide and maintain all their work clothing, including parka, mitts, gloves and safety boots, except for the ~~items~~ listed in (1) and (2) of this article.

- (4) For security agents, firefighters and firefighter trainees only, where uniform dress is required by the Employer, it shall include a winter parka and one (1) pair of uniform safety boots, and shall be provided by the Employer and maintained by the employees. Employees will receive an hourly allowance of ten cents (\$0.10) per hour which will be considered to cover the cost of maintenance.

#### **COMPENSATION FOR TOOLS AND EQUIPMENT**

- 38.04** When an employee, including an apprentice, presents a worn out or broken tool, which he uses in the regular performance of his work, to the manager for verification, the employer agrees to replace such tool with a tool of similar quality. In situations where highly specialized tools not normally associated with a journeyman's tool kit are required, they will be provided by the Employer, who will retain ownership of them. The Employer shall assist employees in the purchase of tools and equipment used in the performance of their duties by purchasing such tools and selling them to the employee at the employer's landed cost price.

**ARTICLE 39**

**SENIORITY**

- 39.01** Seniority is defined as length of service with the employer and shall be applied on a bargaining unit wide basis. Seniority shall be a prime factor applied in determining preference for transfers, lay-off and recall.
- 39.02** A newly hired employee shall be on probation for a period defined in Clause 2.01(w). During the probationary period, the employee shall be entitled to all rights and benefits of this agreement.
- 39.03** The employer shall maintain a seniority *list* showing the date upon which each employee's service commenced. A copy of the seniority list shall be posted on all bulletin boards and sent to the union and shall be kept up-to-date by the employer.

**ARTICLE 40**

**VACANCIES, JOB POSTING,  
PROMOTIONS, AND TRANSFERS**

- 40.01** Every vacancy for positions expected to be of more than six (6) months' duration and every newly-created position shall be posted ~~for~~ five (5) full working days on the Union notice board. An employee desiring a position must make application in writing to the Manager within three (3) working days of the last day of posting. The Employer reserves the right to leave a position vacant.
- 40.02** Seniority shall be a governing factor in determining order of lay-off and order of recall, and filling of jobs after posting, providing that the most senior employee possesses the required qualification and ability to perform the normal requirements of the job.
- 40.03** Where operational requirements permit, in filling job vacancies, including promotions, transfers, and new positions, ~~the~~ job shall be awarded within 15 working days of posting to the successful applicant.

- 40.04** No employee shall be transferred to a position outside the bargaining unit without his consent. **If** an employee is transferred to a position outside the bargaining unit, he shall retain his seniority accumulated up to the date of leaving the unit, but will not accumulate further seniority. Such employee shall have the right to return to a position for which he is qualified in the bargaining unit consistent with his seniority accumulated up to the date of transfer outside **the** unit.
- 40.05** No employee shall be transferred to another **position** within the bargaining unit without his consent. If an employee is transferred to another position, he shall have the right to return to his former position within 60 days, and any other employee affected by the transfer shall be returned to his former position, without loss of wages or seniority.
- 40.06** New employees shall not be hired when there are permanent employees on lay-off qualified to perform the job.

**40.07** At any time a manager may perform the duties that are usually performed by a member of the bargaining unit, if no member of the bargaining unit is readily available on site, or if a position is vacant.

**ARTICLE 41**

**CIVIL LIABILITY**

**41.01** If an action or proceeding is brought against any employee or former employee covered by this Agreement for an alleged tort committed by him in the performance of his duties, then:

- (a) The employee, upon being served with any legal process, or upon receipt of any action or proceeding as hereinbefore referred to, being commenced against him shall advise his Employer of any such notification or legal process.



- (b) The Employer shall pay any damages or costs awarded against any such employee in any such action or proceedings and all legal fees, and/or, the Employer shall pay any sum required to be paid by such employee in connection with the settlement of any claim made against such employee provided the conduct of the employee which gave rise to the action did not constitute a gross disregard or gross neglect of his duty as an employee.
  
- (c) Upon the employee notifying the Employer in accordance with paragraph (a) above the Employer and the employee shall forthwith meet and appoint counsel that is mutually agreeable to both parties. Should the parties be unable to agree on counsel that is satisfactory to both, then the Employer shall unilaterally appoint counsel. The Employer accepts full responsibility for the conduct of the action and the employee agrees to cooperate fully with appointed counsel. The Employer shall pay any sum required to be paid by such employee in connection with the settlement of any claim made against such employee provided the conduct of the employee which gave rise to

the action did not constitute a gross disregard or gross neglect of his duty as an employee.

## **ARTICLE 42**

### **TERMINATION**

The effective start date for continuous service for the purpose of this Article to be February 22nd 1995.

### **LAY-OFF**

- 42.01 An employee who has one year or more of continuous employment and who is laid off is entitled to notice or pay in lieu of notice.
- 42.02 In the case of an employee who is laid off for the first time following the signing of this Agreement, the amount of notice shall be two (2) weeks for the first complete year of continuous employment, and one (1) week for each succeeding complete year of continuous employment.

- 42.03** In the case of an employee who is laid off for a second or subsequent time following the signing of this Agreement the amount of notice shall be two (2) weeks for the first complete year of continuous employment after re-engagement and one (1) week for each succeeding complete year of continuous employment.

**DISMISSAL, ABANDONMENT OF POSITION**

- 42.04** An employee who is dismissed for cause or who has been declared to have abandoned his position shall not be entitled to Severance Pay.

## ARTICLE 43

### SUSPENSION AND DISCIPLINE

- 43.01** When an employee is to be disciplined, the Employer shall notify the employee of such discipline at a meeting. Prior to the meeting, the Employer will notify the employee of his right to have a Shop Steward or other employee of the employee's choice in attendance. The reasons for the discipline shall be provided to the employee in sufficient detail that the employee may defend himself against it.
- 43.02** In the event of a suspension without pay of five (5) days or longer or a termination, the following procedures shall be followed:
- (a) The **Labour/Management** committee shall meet to review the disciplinary action and shall attempt to resolve the matter within four (4) days of the disciplinary action.
  - (b) Failing a suitable resolution through the **Labour/Management** committee, the normal grievance and arbitration procedure shall apply.

**ARTICLE 44**

**LABOUR/MANAGEMENT  
COMMITTEE**

- 44.01 A Labour/Management Committee will be formed to consult on matters of safety and health and other matters of mutual interest.
- 44.02 The Labour/Management Committee shall be comprised of equal representation of the Union and the Employer, with each party choosing their respective representatives.
- 44.03 The Committee will meet once every two (2) months at a pre-established time, and at other times at the request of either party. The role of Chairman will alternate between the Employer and the Union.
- 44.04 In matters of safety and health, the Committee will follow the following provisions:
- (a) The Employer shall post the names of the Committee members in a prominent place.

- (b) Committee members shall perform the necessary duties of investigating, identifying and seeking to remedy hazards at the workplace, and shall do so without loss of pay or fear of reprisal.
- (c) The Employer shall ensure that employees can obtain the assistance of a first aid attendant easily and rapidly in all workplaces.
- (d) The Employer shall ensure that first aid kits are provided and are readily accessible at all times. Said first aid kits shall be kept well stocked at all times.
- (e) The Employer will encourage employees to take first aid courses and the Employer will assume the costs of such courses and also the costs of refresher courses required to maintain the validity of a certificate provided such courses are held in Iqaluit. Employees taking first aid training shall be granted leave with pay for the duration of the courses in Iqaluit.

- (f) The Committee is to consider various alternatives for ensuring that an injured employee receives the appropriate medical transportation to the nearest medical facility and which agency is to bear such costs.
- (g) (i) Where the Employer requires an employee to undergo an occupational health examination by a qualified practitioner, the examination will be conducted at no expense to the employee.
- (ii) An employee will be granted leave with pay to attend the examination.

### **Protective Rights of Pregnant Workers**

(h) A pregnant worker who furnishes to the Employer a medical certificate attesting that the working conditions may be physically dangerous to her unborn child, or to herself by reason of her pregnancy, may request to be assigned to other duties including no such danger for the duration of her pregnancy. This request shall be granted by the Employer, subject to operational requirements and the availability of other work, and the assignment shall be without loss of pay or benefits.

**44.05** The Employer and the Union agree to cooperate to ensure compliance with all applicable health and safety legislation.

### **OTHER MATTERS**

**44.06** The Committee will discuss other matters of mutual concern which may arise from time to time.



**ARTICLE 45**

**RE-OPENER OF AGREEMENT  
AND MUTUAL DISCUSSIONS**

**RE-OPENER OF AGREEMENT**

- 45.01 This Agreement may be amended by mutual consent.

**MUTUAL DISCUSSIONS**

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

**ARTICLE 46**

**SETTLEMENT ALLOWANCE**

- 46.01 All employees shall be paid a settlement allowance of three thousand, eight hundred and sixty-eight dollars and seventy-six cents (\$3868.76) per year.



- 46.02** Settlement Allowance will be paid to every employee other than casual employees.
- 46.03** Employees will be paid the Settlement Allowance in equal installments bi-weekly.

ARTICLE 47

[ IF ] AND RENEWAL

- 47.01** The term of this Agreement shall be from the date of ratification to July 31st 1996.

The pay schedules contained in Appendix "A" shall apply from the date of ratification.


The provisions of this Agreement shall take effect on the date of ratification unless another date is expressly stated therein.

A signing bonus of one thousand dollars (\$1000.00) per employee other than casual employees shall be paid within thirty (30) days of the date of ratification.

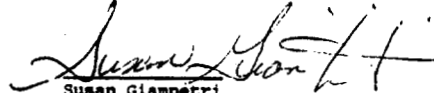
- 47.02** Notwithstanding the preceding, the provisions of this Agreement, including the provisions for the adjustments of disputes in Article 33, shall remain in effect during the negotiations for its renewal and until a new Agreement becomes effective.
- 47.03** Within three months preceding the termination of the Agreement, either party may, by written notice, require the other party to commence bargaining collectively with a view to the conclusion, renewal or revision of the Collective Agreement in accordance with subsection 1 of Section 49 of the Canada Labour Code, Part I.
- 47.04** Where notice to commence collective bargaining has been given under Clause 51.03, 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 the Canada Labour Code, Part I.

SIGNED AT IQALUIT THIS 31ST DAY OF JULY 1995.

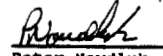
On behalf of Qikiqtaaluk  
Corporation

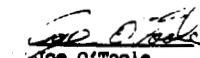
  
Marty Kaluquqtug  
Chairman and CEO

On behalf of the Public  
Service Alliance of Canada

  
Susan Giampetri  
Second Vice-President

  
Vincent Buron  
Director of Venture Development

  
Peter Nowdluk  
Member

  
Joe O'Toole  
Member

  
Andrew Johnson  
Negotiator

**APPENDIX A**

**RATES OF PAY**

<u>Classification</u>	<u>Rate per Hour</u>
Mechanic	\$21.75
Operator	\$15.00
Electrician	\$21.75
Cleaner	\$13.00
Firefighter	\$20.00
Trainee Firefighter	\$13.00
Security Agent	\$15.00
Summer Student	\$12.00

