

SOURCE	Union	
EFF.	93	01 01
TERM.	97	01 01
No. OF EMPLOYEES	73	
NOMBRE D'EMPLOYÉS	dF	

COLLECTIVE AGREEMENT
BETWEEN

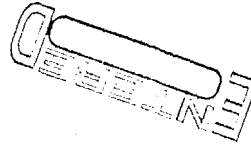
THE TOWN OF IQALUIT

AND

THE PUBLIC SERVICE ALLIANCE OF CANADA
as represented by their agent:

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

Effective: January 1, 1993
Expires: January 1, 1997



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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 "Sulijuuq".

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

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ARTICLE 01

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 the 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 the 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 02

Interpretation and Definition

2:01 For the purposes 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 regular pay and includes settlement allowance, housing allowance and utility allowance;
- (d) "Bargaining Unit" means all persons employed by the Town, excluding the:

Senior Administrative Officer,
Director of Finance,
Controller,
Personnel Officer,
Municipal Liaison Officer,
Admin/ Confidential Clerk,
Fire Chief,
Deputy Fire Chief,
Chief By-law Officer,

Director of Social Services,
Director of Recreation,
Director of Public Works,
Superintendent of Public Works,
Town Planner;

- (e) "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.
- (9) "common-law spouse" means a person that an Employee has, **for** a continuous period of at least one year, **lived** with, has publicly represented to be his spouse, lives with and intends to continue to live with, as if that person were his spouse.
- (g) "continuous employment" and "continuous service" mean uninterrupted employment with the Employer: and

- (i) with reference to the reemployment of an Employee after a lay off, his employment in the position held by him at the time he was laid off and his employment in the position in which he is reemployed, shall constitute continuous employment;
- (ii) where an Employee, other than a casual Employee, ceases to be employed for a reason other than dismissal, resignation, abandonment of position or rejection on probation, and is reemployed within a period of 9 months, his 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 Government of the Northwest Territories 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 employment with the Government of the Northwest Territories 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 preferences, lay off or promotion.

(h) "Day" means the 24 hour period commencing at 12:01 a.m., except that, in the case of dispatchers in Emergency Services, "Day" means the 24 hour period commencing at 7:01 a.m.

- (i) "day of rest" in relation to an Employee means a day other than a holiday, on which that Employee is not ordinarily required to perform the duties of his position other than by reason of his being on leave of absence.
- (j) "demotion" means the appointment of an Employee for reasons of misconduct, incompetence or incapacity, to another position, for which the maximum pay is less than that of his former position.
- (k) "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.
- (l) "dependant" means a person who is that Employee's
 - (i) spouse and resides with that Employee, or
 - (ii) child, including stepchild or adopted child, who is:

- (a) under 19 years of age and resides with and is dependant upon that Employee for support; or
- (b) under 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.
- (m) "effects" includes furniture, household goods, appliances, tradesman's tools, as well as the personal belongings of an Employee and his dependants at the time of removal.
- (n) "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:

- (o) "Employee" means a member of the Bargaining Unit
- (p) "Employer" means the Municipal Corporation of Iqaluit;
- (q) "fiscal year" means the period from January 1 to December 31 of the same year;
- (r) "grievance" means a complaint in writing as per Article 36;
- (s) "gross salary" means an Employee's regular pay;

- (t) "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 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;

- (u) "lay off" means the termination of a permanent or term Employee because of lack of work or lack of funding;
- (v) "leave of absence" means absence from duty with the Employer's permission.
- (w) "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;
- (x) "lieu time" means the equivalent leave with pay taken in lieu of cash payment;
- (y) "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 duties due to illness;
- (z) "membership fees" means the fees established pursuant to the by-laws of the Union as the fees payable by the members of the Bargaining Unit and shall **not** include any initiation fee, insurance premium or any other levy;

- (aa) "overtime" means work performed by an Employee in excess of or outside of his regularly scheduled **hours** of work;
- (bb) "part-time Employee" means a person **employed** on a continuing basis for less than the standard work day or week
- (cc) "permanent Employee" means a person employed in a full time position designated by the Employer as such;
- (dd) "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;

- (ee) "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 probationary period on transfer or promotion the Employer shall appoint him to his former position or a position comparable to the one from which he was transferred or promoted.
- (ff) "promotion" means the appointment of an Employee to another position, the maximum rate of pay for which exceeds that of his former position;
- (gg) "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;
- (hh) "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;
- (ii) "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;
- (jj) "SAO" means the Senior Administrative Officer of the

Employer:

- (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 Union of Northern Workers; and
- (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 03

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 normal work functions as a result of a physical ~~or~~ mental disability arising as a result of his employment with the Employer.

ARTICLE 04

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 05

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 the Parliament of Canada or the Legislative Assembly 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 ~~reopened~~ upon the request of either party and negotiations ~~shall~~ commence with a view to finding an appropriate substitute for ~~the annulled~~ or altered provision.

ARTICLE 06

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 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 07

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 the persons employed by the Town.

ARTICLE 08

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 09

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 representatives 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

11.01 Arbitration Hearing (Grievance):

- (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 acting as a Representative:

- (2) Where operational requirements permit, the Employer will grant leave without 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 1 witness called by an Employee who is a party to the grievance to attend the Arbitration Hearing.

11.02 Where an Employee and his 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 work place;

(b) when the discussions take place outside of the work place, leave without pay.

Contract Negotiations Meetings

11.03 The Employer will grant leave with pay for 2 Employees and leave without pay for 1 Employee for the purpose of attending contract negotiations on behalf of the Union for the duration of such negotiations.

Preparatory Contract Negotiations Meetings

- 11.04** The Employer will grant leave without pay for 3 Employees for a maximum of 1 day each to attend preparatory contract negotiations meetings.

Meetings between Employee Organizations and Management

- 11.05** Upon reasonable notification, the Employer will grant time off with pay to 2 Employees who are meeting with Management on behalf of the Union.

Union Executive Council Meetings, Congress and Conventions

- 11.06** Upon reasonable notice, the Employer will grant reasonable leave without pay for up to a maximum of 2 Employees to attend, in an official capacity, Executive Council Meetings and Conventions of the Alliance, the Union of Northern Workers, the Canadian Labour Congress and the Northwest 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 2 Employees, who have been appointed as representatives on behalf of the Union, to undertake training related to the duties of a representative.

Time Off for Representatives

- 11.08 (1) A Representative shall obtain the permission of his Supervisor before leaving his 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 Supervisor before resuming his normal duties.
- 11.09 Upon reasonable notice, the Employer will grant leave without pay to 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.

11.10 This clause applies to an Employee elected as President, 1st Vice-president, Second Vice-President or Regional Vice-President of the Union of Northern Workers.

- (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 is entitled under the Collective Agreement.

- (2) The Employer shall continue to pay the Employee his applicable salary in accordance with the terms of this Collective Agreement. Upon invoice by the Employer, the Union shall reimburse the Employer for the amounts so. paid within 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 leave of absence to the maximum in the pay level of his 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 leave of absence the Employee shall be offered an equivalent of the position he held with the Employer before he commenced the leave of absence. When the Employee wishes to invoke this clause, he shall provide the Employer with 90 days notice of his 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 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 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 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 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 and Probation

- 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 ~~shall~~ be reinstated on the Seniority List as ~~if~~ he had remained in the Bargaining Unit.

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 termination or where his rights are other wise limited by this agreement.

Notwithstanding the foregoing, should the employer exercise it's right to extend the employee's initial probation period as provided in article 34.08, the employee shall have the right to grieve his termination during this extension of the initial probationary period. It is agreed by the termination of a probationary employee rather than an employee who has successfully completed the probationary period.

- 14.04 Notwithstanding article 2.01 (~~ee~~), the initial probationary period may be extended by the SAO 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 Board Space and Other Facilities

- 15.01 The Employer ~~shall~~ provide bulletin board space in its office and shop, clearly identified for exclusive Union use.

15.02 The Employer 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 1 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; and
- (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 Commissioner of the Northwest Territories 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 or 16.02 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.
- 16.05 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 regularly scheduled hours of duty or as overtime, when he is not scheduled to work, he shall be paid one and one-half times his hourly rate in addition to the pay that he would have been granted had he not worked on the holiday.
- 16.07** Where a day that is a designated paid 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 on both Christmas Day and the New Year's Day next following.
- 16.09** Where the Municipal Corporation of Iqaluit agrees to provide time off in support of a special occasion, the Employer shall also provide this time off for Employees.

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 has earned, dies, the Employee shall be considered to have earned that amount of leave with pay granted to him.
- 17.02 When an **Employee with** more than **3** years of service, who has been granted more vacation leave, sick leave or special leave with pay than he has earned is laid off, the Employee shall be considered to have earned that amount of leave with pay granted to him.
- 17.03 During the month of January in each year the Employer shall inform each Employee in writing of the balance of his vacation leave, sick leave and special 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.

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 time in lieu 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 days each month until the month in which 2 years continuous service ~~is~~ completed;
 - (b) one and ~~two~~ thirds days each month commencing in the month after completion of 2 years continuous service and ending in the ~~month~~ in which 10 years continuous service is completed;

(c) two and one twelfth days each month commencing in the month after completion of 10 years continuous service and ending in the month in which 20 years continuous service is completed;

(d) two and one half days each month commencing in the month after completion of 20 years continuous service.

(2) Permanent part-time Employees shall earn vacation leave based on the provisions of 18.01(1), on a pro rata basis. Casual Employees and part-time Employees shall receive vacation pay equivalent to 6 percent of gross earnings.

(3) An Employee shall not earn vacation leave credits for any period in excess of thirty consecutive days, for which he 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 has proceeded on vacation leave;
 - (c) grant the Employee his vacation leave during the fiscal year in which it is earned at a time specified by the Employee;
 - (d) grant the Employee vacation leave for up to at least 5 consecutive weeks, depending on his vacation entitlements, when so **requested** by the Employee;
 - (e) grant the Employee his vacation leave when specified by the Employee, if the period of vacation leave is **less** than a week, providing that the Employee gives the Employer reasonable advance notice:
- (9) recognize Seniority on preference for a vacation period.

- (2) All requests for vacation leave shall be made in writing.
- (3) Each Employee shall be allowed to indicate his 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 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 SAO by February 7 and the SAO 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 SAO, 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 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 leave credits than can be earned in 1 fiscal year. Vacation leave credits exceeding 1 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 immediate family, as defined in Article 19; or

(b) is granted special leave with pay, **because** of illness in his 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 employment, 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.
- 18.07** 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 18.06.
- 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 1 month prior to the scheduled vacation allotment unless:

- (a) the Employee ~~has~~ made non refundable deposits for his 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 Clause (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 first 6 months of continuous employment with the Employer.
- (3) Subject to subclause (4), transportation assistance provided to an Employee and his 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 dependants.

- (6) An Employee may not collect vacation travel assistance earlier than 30 days in advance of his scheduled vacation. Subject to the foregoing, vacation travel assistance cheques will be issued not later than 15 days after a 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 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 five years 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 vacation travel assistance and two travel days.

Travel Time

- 18.10 Vacations shall be lengthened by 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

- 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 vacation leave entitlement, receive one (1) day of extra leave for each five (5) consecutive days of vacation leave that he 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 Credits

- 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 receives pay for 10 days or more, and;
 - (b) one quarter day for each calendar month, in which he receives pay for less than 10 day.
- 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 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 dependants **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 an 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 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 shall grant an Employee special leave with pay, subject to his available special leave credits, up to a maximum of 1 working day on the occasion of the birth of his child or the adoption of a child into his family. The employer may grant an employee special leave with pay, subject to his available special leave credits, for a period of up to five (5) consecutive working days.

(a) where special circumstances not directly attributable to the employee prevent his reporting to duty including:

- (i) serious household or domestic emergency but not involving a babysitting nor a marital dispute;
 - (ii) serious community emergencies, where the employee is required to render assistance;
- (b) in the event of the death of an employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law;
- (c) in the event of a death in an employee's immediate family residing or travelling outside of Canada in addition to special leave eligible in clause 19.03;
- (d) in circumstances which are of general value to the employer such as whether ~~the~~ employee:
- (i) takes an examination which will improve his position or qualifications;
 - (ii) attends his university convocation, if he has been continuously employed for one year;

(iii) attends a course in civil defense training;

(e) such leave will not be withheld.

Advance of Special Leave Credits

19.05 Where an Employee has insufficient special leave credits to permit the granting of special leave under Clauses **19.03** or **19.04**, 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 receives pay for at least **10** days.

20.02 All absences from work on account of illness, other than on days which are designated 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 the 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 was unable to perform his duties because of sickness, (unless excused from signing such a statement by the Employer); and
- (b) requests a period of sick leave not exceeding 2 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 **2** 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 eligible to utilize sick leave **credits** in any period during which he 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 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.

ARTICLE 21

Other Types of Leave

Court Leave

- 21.01** (1) Leave of absence with pay shall be granted to every Employee, other than an Employee 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 sub poena 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 position;
 - (iv) before the Legislative Assembly of the Northwest Territories or a Provincial Legislature, 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 regular pay any remuneration received by him 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 1 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 1 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 has accumulated, but not both.
- (2) Where it is determined by a Workers' Compensation Board that he is unable to perform his duties because of:
- (a) personal injury accidentally received in the performance of his duties and not caused by the Employee's wilful misconduct; or
 - (b) *sickness* resulting from the nature of his employment; or
 - (c) over-exposure to radio-activity or other hazardous conditions in the course of his employment;

And, if the Employee agrees to pay or to assign to the ~~Employer~~ any amount received by him from a Workers' Compensation Board for loss of wages in settlement of any claim he may have in respect of such injury, sickness or exposure, any leave time for which compensation is received shall be reaccredited 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 25 weeks. Pregnancy Leave may begin 17 weeks before the expected date of termination of pregnancy, ending **no** later than 8 weeks after the date of termination of pregnancy. If the natural mother is also taking Parental Leave without pay, in addition to Pregnancy Leave, the leave must end no later than 20 weeks after termination of pregnancy.

- 21.08** The Employee **shall** notify the Employer in writing at least **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 **14** weeks and shall also be granted **12** weeks Parental Leave without pay.
- 21.10** The Employee shall notify the Employer in writing at least **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 at least **6** continuous months;

- (b) has submitted a written request for leave at least 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 12 weeks may be taken by either parent or by both parents and is also available to adoptive parents.

Parental Leave may be extended to 17 weeks pursuant to the Northwest Territories Labour Standards Act.

21.13 The Employer shall comply with the Pregnancy and Parental Leave, sections 30 - 39, Part V, of the Northwest Territories Labour Standards Act.

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

- 21.15 Permanent full time and permanent part time Employees who have completed 6 months continuous employment may be eligible for payments under the Supplementary Unemployment Benefit plan. The benefit level paid under this Plan is set at 93% of the Employee's regular weekly rate of pay prior to the commencement of the leave. The 93% is reduced by the amount of the benefit received from the Unemployment Insurance Commission. The Supplementary Unemployment Benefit Plan benefits are payable for up to a maximum of 17 weeks of Pregnancy Leave and up to a maximum of 12 weeks for Parental or Adoption Leave..
- 21.16 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 21.10, the payments shall be adjusted accordingly.

- 21.17 (1) The Employer and the Employee shall enter into an agreement, subject to subclauses (2) and (3), to provide that the Employee will return to work on the date of expiry of the Pregnancy Leave, Adoption Leave or Parental Leave, unless this date has been modified with the Employer's consent, and remain in the employ of the Employer for a period of at least 6 months after returning to work.
- (2) 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 the Supplementary Unemployment Benefit Plan benefits received while on Pregnancy Leave, Adoption Leave or Parental Leave.
- (3) If the Employee should return to work for less than the full 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.

21.18 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 Supplementary Unemployment Benefit 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 and Sewage Truck Drivers and Helpers:
regular hours of work shall be 8 hours per day, 5 consecutive days per period of 7 days, exclusive of a 1 hour meal period, 40 hours per week. The normal starting time shall be 8:00 a.m. and the normal stopping time shall be 5:00 p.m.

- (b) Other Public Works Employees, excluding Clerical Staff:

regular hours of work shall be 8 hours per day, 5 consecutive days per week, Monday to Friday, exclusive of a 1-hour meal period, 40 hours per week. The normal starting time shall be 8:00 a.m. and the normal stopping time shall be 5:00 p.m.

Emergency Services Employees

- (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.

Recreation Department Employees

(d) Recreation Employees:

regular hours of work shall be on the basis of shifts structured to 7 hours per day, 5 consecutive days per 7 days, exclusive of a 1 hour meal period, 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 7 hours after the Employee's starting time.

Clerical, Office and Social Services Employees

(e) Social Services Employees and Clerical

and Office Staff in all Departments:
regular hours of work shall be on the basis of 7 hours per day, 5 consecutive days per week, Monday to Friday, exclusive of a 1 hour meal period, 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.

By-law Officers

(9) By-law Officers:

regular hours of work shall be on the basis of 7 hours per day, 5 consecutive days per 7 day period, exclusive of a 1 hour meal period, 35 hours per week.

- 22.02 (1) All Employees shall be entitled to rest periods of 15 minutes duration twice a 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 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 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, Fire Fighters, 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 two (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 required to work overtime shall be paid time and one-half for all overtime hours worked.
- (2) Subject to subclause (3), where an Employee is required to work overtime on his second day of rest, if consecutive to his first day of rest, he 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 shift begins on a day following 2 or more consecutive days of rest, he shall be paid double time, except for the 2 hours immediately preceding his shift, for which 2 hours he 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 3 or more hours of overtime immediately following his regularly scheduled hours of duty and, because of operational requirements, the Employee is not permitted to leave his 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 under Duty Travel in Clause 41.05.

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 that there is a 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.

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 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 shall be paid acting pay **for** the period of time during which he performs the duties of the higher classification, including any days designated as paid holidays, as if he had been appointed to that higher classification for the period during which he acts.
- (2) Acting appointments must be approved in advance in **writing** by the SAO.

Implementation of Agreement: Salary Increases

- 24.05** (1) The Employer agrees to pay 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 remuneration shall be issued on a separate cheque.

Pay on Promotion or Transfer

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

(a) in the case of a promotion, subject to paragraph (c), an increase in salary that is nearest to and not less than the difference between Step 1 and Step 2 of the pay range applicable to the position to which he has been promoted;

- (b) in the ~~case~~ of a transfer, at the salary rate nearest to and not less than his 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 rate of pay prior to transfer, the Employee will continue to receive his rate of pay prior to transfer, which will be red circled. When the maximum rate of pay of the position to which he has transferred exceeds the red circled amount, his salary shall follow the pay scale for the position to which he 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 rate ~~of~~ pay prior to the appointment, the Employee shall be paid at a level in the appropriate pay range for the position to which he has been appointed that is commensurate with his experience and qualifications for the position to which he has been appointed.

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

- 24.08** (1) Where an Employee, through no fault of his own, has been overpaid, the employer will, before recovery action is implemented, advise the Employee in writing of the amount overpaid and the intention of the Employer to recover the overpayment. Prior to said recovery, the Employer and the Employee shall discuss and devise an acceptable recovery schedule.
- (2) Where an Employee has received more than his 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 regularly scheduled work day and there is insufficient or no work available, he 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 is entitled to 4 hours pay at the appropriate overtime rate.

ARTICLE 26

Call-Back Pay

- 26.01** The term "call-back" refers to the recalling of an Employee to his 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 Clause 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 own expense, he 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 subclause **23.04 (3)** and **(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 is entitled to compensation in accordance with subclause **26.02**.

ARTICLE 27

Shift Work and Shift Premiums

27.01 Subject to paragraph 22.01(h), only Employees in the following categories shall be required to work shift work

Emergency Services
Water and Sewage truck drivers and helpers
Recreation
[except in an emergency].

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

(a) effective the date of ratification - \$0.85 per hour for all hours worked between the hours of 4:00 p.m. and 12:00 midnight; and

(b) effective the date of ratification - \$0.95 per hour for all hours worked between the hours of 12:00 midnight and 8:00 a.m.

27.03 The Employer will post a master work schedule no less than 14 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, in so far as is practicable, in such a way as to equalize weekends off.

Shift Exchange

27.04 Shift exchange 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** 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 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 8 consecutive hours or portion thereof that he is on Standby, as follows:

(a) for any period of Standby on the Employee's day of rest or on a designated paid holiday:

effective date of ratification - **\$11.00**

(b) for any other period of Standby:

effective date of ratification - **\$8.00**

- (2) An **Employee** designated by letter or by list for standby duty shall be available during his period of Standby at a known telephone number **and/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 his Standby pay, the appropriate overtime rate for all hours worked, subject to a minimum payment of 4 hours pay at straight time rate each time he reports, except that this minimum shall apply once only during each Standby period of 8 consecutive hours or portion thereof.

- (5) Except in the case of an emergency, Standby ~~schedules~~ shall be posted 14 days in advance of the starting date of the new shift schedule.
- (6) Notwithstanding subclause 23.04 (3) and (4), no disciplinary action will be taken against an Employee who is not available for Standby duty, provided that he gives the Employer adequate advance notice of his 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 own expense, he 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 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 at 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 purposes of this Article, hours travelled includes a 1 hour check in period at airports, bus depots or train stations, as well as a 1 hour check out period at each overnight stopover and at the final destination. Hours travelled also include time spent waiting for connecting flights, trains or buses, but is exclusive of overnight stopovers.

- 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 1 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 and Job Security and 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 is not appointed to a position within 12 months from the date on which he became a lay off.

- 32.02** (1) Before an Employee is laid off, he shall be given **3 months notice** in writing of the effective date of his 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 to such additional leave with pay as the Employer considers reasonable for the Employee to travel to and from the place where his presence is ~~so~~ required.
- 32.03** 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 the Employee.
- 32.04** The Employer may retrain any Employee 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 is unable to do *so*, but, in any event, he shall return to work within **28** calendar days.

Cooling Off Period

32.08 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 24 hours or notifies the Employer within 24 hours through his supervisor or through the next available level of management only if the supervisor is not reachable, of his intention to return to work at the commencement of his 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 1 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 two 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.

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 is assigned.
- 33.02** Upon written request, an Employee shall be given a complete and current statement of the duties and responsibilities of his 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 performance appraisal and may use the grievance procedure in Article 36 to correct any factual inaccuracies in his performance appraisal.
- 34.02** The formal review of an Employee's performance shall also incorporate an opportunity for the Employee to state his career development goals and request any training, in service training, retraining or any 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 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 representative are privileged and confidential. The Employer shall not ask questions of the representative 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 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 that 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

Classifications and Job Evaluation Committee

- 35.01** During the term of this Agreement, if a new ~~or~~ revised classification standard is implemented by the Employer, the Employer shall, before applying the new or revised classification, negotiate with the Union the rates of pay and the rules affecting the pay of Employees for the classifications affected. If the parties fail to reach agreement within 60 days from the date on which the Employer submits the new or revised standard to the Union, the Employer may apply 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.
- 35.02** (1) (a) A Job Evaluation Committee shall be formed to evaluate new or existing **job** classifications as necessary, consisting of ~~two~~ representatives and one alternate chosen by the Union and ~~two~~ representatives and one alternate chosen by the Employer.

- (b) Where an Employee believes that his position has been improperly classified or that the current job description applying to his position is no longer accurate, he may advise his supervisor in writing, who shall refer the complaint to the SAO, who shall provide an opportunity for discussion and respond in writing within 30 days.
- (2) Any complaint regarding improper classification or an inaccurate job description submitted and not resolved to the Employee's satisfaction shall be referred to the SAO, who shall provide an opportunity for discussion and respond in writing within 30 days.
- (3) Should the response be unsatisfactory to the Employee, the complaint may be submitted to arbitration. The decision, at the discretion of the arbitrator, may be retroactive to the date of the initial complaint by the Employee.

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 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 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 designate
 - (b) Second Level: SAO
 - (c) Third Level: Committee of Council

(d) Final Level: Arbitration

For greater certainty, it is agreed between the parties that the Third Level shall require formal presentation of the grievance to a Committee of Council by a representative designated by the Union.

- 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 is notified orally or in writing or on which he 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 griever, within 14 calendar days after that decision or settlement has been conveyed in writing to the griever by the Employer;
 - (b) where the Employer has not conveyed a decision to the griever within the time prescribed in clause 36.07, within 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 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 to any level of management specified in the grievance procedure.
- 36.12** The Employer shall have the right to initiate a grievance and present it to the President of the Union of Northern Workers. 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 **SAO**, withdraw a grievance, provided that, where the grievance is one arising out of the application or interpretation of this Agreement, his withdrawal has the approval, in writing, of the Union.

36.15 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 is involved.

Arbitration

36.16 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.

36.17 (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.

36.18 (1) The arbitrator [agreed or appointed under clause 36.18]

(a) has all 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 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 from the date provided in the decision for compliance, whichever is later, make an application to the Supreme Court of the Northwest Territories 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 an Employee has been dismissed for other than proper cause and he may:
- (a) direct the Employer to reinstate the Employee and pay to the Employee a sum equal to his wages lost by reason of his dismissal, or such less sum as in the opinion of the arbitrator is fair and reasonable; or
 - (b) make such order as he considers fair and reasonable, having regard to the terms of this Agreement.

ARTICLE 37

Settlement Allowance

37.01 (a) The Employer agrees to pay each Employee a settlement allowance equivalent to that paid to Government of the Northwest Territories Employees for Iqaluit. The amount of the settlement allowance shall be adjusted in the same amount as the amount of the settlement allowance is adjusted for Employees of the Government of the Northwest Territories for Iqaluit.

37.02 (1) The hourly settlement allowance entitlements shall be calculated as follows:

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

(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 eight 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 representatives chosen by the Union and two 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 months and at the request of either party.

38.02 (1) A joint Health and Safety Committee shall be formed to provide the principal forum for constructive and meaningful consultation on health and safety matters, consisting of two representatives chosen by the Union and two 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 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 has reasonable grounds to believe are dangerous to his health or safety, or the health or safety of any other person at the place of employment, until sufficient steps have been taken to satisfy him otherwise, or until the Government of the Northwest Territories Safety Officer or his designated representative has investigated the matter and advised him 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 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 has reasonable grounds to believe is dangerous to his 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~~ 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 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 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 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 IV of the Canada Labour Code and Regulations; or
 - (c) relevant Statutes of the Northwest Territories.

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 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 employment and certifies his intention of leaving the Northwest Territories or of moving to another community within the Northwest Territories, will be entitled to Ultimate Removal Assistance, as outlined in this Article.
- 39.02** All Employees other than casual and part time Employees will be entitled to benefits under 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 entitled to 100% of approved costs to an 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 Max. 1362 kg

Employee,
spouse and dependants Max. 1815 kg

Not in furnished accommodation

Employee
without dependants Max. 1815 kg

Employee and spouse Max. 3630 kg

Employee
spouse and dependants Max. 6804 kg

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

39.05 In addition to the shipment of effects, ultimate removal assistance covers the travel expenses of an Employee and his 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.

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 expense except as provided under Clause 39.05;
- (d) In the case of an Employee who has received vacation travel assistance in the Same six month period in which 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 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 position shall not be entitled to ultimate removal assistance.
 - (h) Claims must be substantiated by bona fide freight bills.
- 39.08** (1) To claim ultimate removal assistance, an 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 destination:
- (a) all claims must be accounted for;
 - (b) on termination 60% of the equivalent economy airfare will be paid;

- (c) on reaching his final destination, the Employee should submit to the Employer the claim portion of his travel authorization, his expense claim form and gas or other substantiating receipts indicating arrival at his destination;
 - (d) when the claim forms have been processed, a cheque for the remaining 40% of the equivalent economy airfare and any other approved expenses shall be sent to the Employee at his 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 dependants to Iqaluit on initial appointment, subject to the minimal 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, e.g. "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 the Employee is 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 \$250.00 for an Employee moving into unfurnished accommodation or \$125.00 for an Employee moving into furnished accommodation.
- (2) When a new Employee is in his own home and must sell or rent † 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 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 spouse only; or

(c) **6,804** kilograms - where the Employee is living with his 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) **1,362** kilograms - where the Employee is living with his spouse only; or

(c) **1,815** kilograms - where the Employee is living with his 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 a maximum of **3** months, subject to the production of documented evidence of expenditures.

40.03 A new Employee shall submit his travel and expense claims, with supporting receipts, to the Employer within **30** days of his 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 41.04, 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 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:
 - (i) for the Employer's rather than the Employee's convenience, an allowance of 36.5 cents per kilometre for travel within the Northwest Territories and of 29.5 cents per kilometre elsewhere,
 - (ii) for the Employee's rather than the Employer's convenience, 14 cents per kilometre;
- (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 car, 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 Accommodation**

Where an Employee makes private arrangements for overnight accommodation, the Employee may claim \$13.50 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:

- (1) A per diem rate for meals and incidental expenses equivalent to the rates paid to Government of Canada employees will be paid.

(2) 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.

(3) If meals are provided as part of the cost of transportation, they cannot be claimed for by the Employee.

(4) 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 expense is 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 15 calendar days:

Except in communities where housekeeping units or reasonable room and board are not available, when travel status extends beyond 15 calendar days in one location, the maximum amount claimable for meals shall be reduced to \$15.00 per day inclusive for all days in excess of 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 home over a weekend and has been on continuous travel status for 2 or more days preceding the weekend, the Employee shall be reimbursed for a personal long distance telephone call not to exceed 5 minutes (to be supported by receipts, where available);

- (c) baggage - for storage and excess baggage charges where this 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 places,
 - where **convenient public transportation** is available:
- (e) **laundry** - after **2** consecutive days on duty travel, a maximum of **\$2.00** per day for each subsequent day, supported by receipts in all cases;
- (9) wages - payment of casual wages for service personnel, where a satisfactory explanation is provided, not to exceed **\$50.00**, supported by receipts in all cases.
- (g) child care expenses - an Employees may be reimbursed a maximum of **\$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 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 money to the Employee 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;
- (c) 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; fax 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 being the most economical in 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 SAO.
- (2) The granting of such leave shall be based on an appraisal of present and future job requirements and the qualifications of the Employee applying for 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 approved 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 or former 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 SAO 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 a 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 is recoverable from the Employee. Prior to recovery, a 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 Northwest Territories Association of Municipalities Insurance Policy.

ARTICLE 44

Suspension and Discipline

- 44.01 No proceedings under this Article are invalid by reason of any defect of form or any technical irregularity.

- 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** Where 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 the Union at the Third Level, as per the Grievance Procedure set out in Article 36, within the time limits specified.

44.05 The Employer shall have the right to suspend with or without pay and/ or discharge an Employee for just and sufficient cause. Prior to the suspension or discharge of 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.

ARTICLE 45

Severance Pay Upon Termination of Employment

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

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

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 Municipal 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 duties because of chronically poor health, the Employee shall be paid Severance Pay in accordance with the following formula:

Number of years service* x weekly rate of pay (on termination)

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 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 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 external advertising.

46.04 In making selections, promotions and appointments with 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 Personnel Officer 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 personnel Officer, 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 consent. If an Employee is transferred to a position outside the bargaining Unit, the Employee shall retain any Seniority accumulated up to the date of leaving the bargaining Unit, but will not accumulate further Seniority. Such an Employee shall have the right to return to a position in the bargaining unit consistent with his/her Seniority **accumulated** up to the date of transfer outside the bargaining Unit.
- 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

M.E.B.A. Benefits

- 47.01** The Employer shall offer the benefit of the M.E.B.A. R.R.S.P. to all permanent and term Employees. Where an Employee elects to participate in the M.E.B.A. R.R.S.P. scheme, the Employer shall match the Employee's contributions to a maximum of 5% per year of the Employee's regular earnings.
- 47.02** The Employer agrees to provide full Municipal Employees Benefits Act (MEBA) 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

Vehicle - Electrical Cost

- 48.01 An Employee who is on stand-by and is required to take a staff vehicle home shall receive, upon submission of claim, the sum of \$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 shall be paid an annual bilingual bonus of one thousand (\$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 the Northwest Territories 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
Maintenance Employees

shall all 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 \$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 and Uniforms

- 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 Apprentices and Tradesmen 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 "Apprentice Training Schedule" pursuant to the Apprentices and Tradesmen Act.
- (3) Pay increases shall not be automatic, but will be based upon levels of certification issued by the Apprentices Branch and shall be effective from the date of certification.
- (4) Apprentice Rates will be based on a percentage of the appropriate

Journeyman rate as follows:

4 year training programs:

Year1 55%
Year 2 65%
Year 3 75%
Year 4 85%

3 year training programs:

Year 1 60%
Year2 70%
Year3 80%

2 year training program:

Year1 65%
Year 2 80%

1 year training program:

Year1 70%

(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 call.
- (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 Superintendent of the Apprenticeship Board to cancel his/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/her trade. All time spent as an apprentice shall count towards continuous employment.

ARTICLE 52

Previous Experience

52.01 Wage rates for new and rehired Employees shall be established as follows, as applicable:

- (a) Employees who have been previously 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/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 \$450.00 per month, and
 - (b) a utility allowance of \$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 25% of the Employee's gross salary, excluding overtime, and will not exceed 1/2 of the rent charged to the Employer or 1/2 of the economic rent that would be charged for an equivalent unit.
- 53.03 Employees 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. Employees hired after that date will not be entitled to 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.

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/her** duties due to weather conditions and is, therefore, not required to work, the Employee shall be paid in full as though he/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 regularly scheduled hours of duty, the Employer must 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 4 months of continuous employment.
- (2) Where the Employer expects that a period of temporary employment may exceed 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 employment.
- 56.02** A casual Employee shall, upon commencement of employment, be notified, in writing, of the expected date of 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
January 1, 1993 to January 1, 1997.

The pay schedules contained in Appendix "A" shall apply from January 1, 1990.

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 three (3) months preceding the termination of this Agreement, either party may, by written notice, require the other party to commence bargaining collectively with a view to the conclusion, renewal or revision of the Collective Agreement.

58.04 Where notice to commence collective bargaining has been given under Clause 59.03, 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.

LETTER OF UNDERSTANDING
BETWEEN
THE MUNICIPALITY OF IQALUIT
AND
THE PUBLIC SERVICE ALLIANCE OF CANADA

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 Town will consult with the Bargaining Agent in advance of contracting out and agrees to provide effected Employees 3 months notice of its intentions.

The Town 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 Town 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 4 weeks severance pay.

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

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

Signed at Iqaluit this 16 day of August 1995.

On Behalf of the Town of
Iqaluit

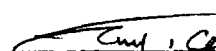

Kathi Seigel
Committee Member



Bill Callings
Committee Member



Mikko
Chief Negotiator

On Behalf of the Public Service
Alliance of Canada


Annelise Johnson
President UNW


Guy Plaza
Committee Member


Andre Savard
Member


Susan Giampietri
2nd Vice-President PASC

APPENDIX "A"
ANNUAL RATES OF PAY

POSITION	1	2	3	4	5	6
Project Officer	54864.00	56898.00	59035.00	61279.00	63637.00	66108.00
Utility System Foreman				55922.00	57983.00	60145.00
Roads & Mun. Serv Foreman				55922.00	57983.00	60145.00
Garage Foreman				55922.00	57983.00	60145.00
Utility System Maintainer				52089.00	53960.00	55923.00
Building Maintainer				52089.00	53960.00	55923.00
Heavy Equipment Mechanic				52089.00	53960.00	55923.00
APPRENTICES	<ul style="list-style-type: none"> • <i>Appropriate Percentage of Journeyman Rate (Step 4)</i> • CERTIFIED JOURNEYMEN ARE PAID THE STEP 6 RATE 					
Ass't Dir Social Serv.	46418.00	48027.00	49714.00	51492.00	53351.00	55303.00

Finance Officer	46060.00	47654.00	49325.00	51090.00	52928.00	54864.00
Program Co-ordinator	45857.00	47476.00	49095.00	50713.00	52331.00	53951.00
Lands Officer	44546.00	46060.00	47654.00	49325.00	51090.00	52928.00
Water Treat/Plant Operator	44215.00	45752.00	47359.00	49009.00	50719.00	52517.00
Waste Facility operata	44215.00	45752.00	47359.00	49009.00	50719.00	52517.00
Heavy Equip Operator	44215.00	45752.00	47359.00	49009.00	50719.00	52517.00
Credit/Collection	43441.00	44902.00	46438.00	48046.00	49728.00	51508.00
Payroll/Payables Clerk	43441.00	44902.00	46438.00	48046.00	49728.00	51508.00
Billings Clerk	43441.00	44902.00	46438.00	48046.00	49728.00	51508.00
Youth Worker	42373.00	43775.00	45247.00	46793.00	48417.00	50118.00
By-Law Officer	40807.00	42248.00	43688.00	45128.00	46568.00	48009.00
Sr. Admin Clerk S.Services	40807.00	42248.00	43688.00	45128.00	46568.00	48009.00

Facilities Manager	38268.00	39475.00	40731.00	42049.00	43441.00	44902.00
Aquatics Manager	38268.00	39475.00	40731.00	42049.00	43441.00	44902.00
Tax/Clerk	38056.00	39338.00	40679.00	42082.00	43555.00	45032.00
Interpreter/Translator	37441.00	38762.00	40083.00	41405.00	42726.00	44048.00
Social Worker	37406.00	38557.00	39769.00	41038.00	42373.00	43775.00
Social Assistance Worker	37406.00	38557.00	39769.00	41038.00	42373.00	43775.00
Shop Helper	36069.00	37368.00	38713.00	40107.00	41550.00	43060.00
Facility Worker	33832.00	34877.00	35985.00	37145.00	38357.00	39640.00
Building Custodian	32832.00	33832.00	34876.00	35984.00	37146.00	38357.00
Utility Person	32832.00	33832.00	34876.00	35984.00	37146.00	38357.00
Utility System Technician	32832.00	33832.00	34876.00	35984.00	37146.00	38357.00

Medical Technician	32600.00	33589.00	34625.00	35725.00	36869.00	38071.00
Dispatcher	32600.00	33589.00	34625.00	35725.00	36869.00	38071.00
P.W. Office Clerk	32600.00	33589.00	34625.00	35725.00	36869.00	38071.00
Municipal Works Clerk	32600.00	33589.00	34625.00	35725.00	36869.00	38071.00
Recreation Clerk	32600.00	33589.00	34625.00	35725.00	36869.00	38071.00
Assis Clerk/Sec	32600.00	33589.00	34625.00	35725.00	36869.00	38071.00
Receptionist	32600.00	33589.00	34625.00	35725.00	36869.00	38071.00
Rec/Interpreter S.Services	32600.00	33589.00	34625.00	35725.00	36869.00	38071.00
By-Law Officer Trainee	30541.00	31504.00	32506.00	33558.00	34669.00	35834.00
Truck Driver	30035.00	30923.00	31847.00	32818.00	33830.00	34905.00
Labourer	26939.00	27734.00	28564.00	29434.00	30342.00	31307.00
Facilities Helper	26939.00	27734.00	28564.00	29434.00	30342.00	31307.00
Dog Control Officer	26939.00	27734.00	28564.00	29434.00	30342.00	31307.00

Corn Rec Leader Yr 1 21990.00
 Corn Rec Leader Yr 2 27065.00

HOURLY RATES OF PAY

POSITION TITLE	1	2	3	4	5	6
Cashier	8.42	8.59	8.76	8.93	9.10	9.28
Assls Lifeguard	9.41	9.60	9.79	9.98	10.17	10.36
Lifeguard	11.07	11.29	11.51	11.73	11.95	12.17
Swim Instructor	11.07	11.29	11.51	11.73	11.95	12.17
Summer Camp Leader	11.07					
Assistant Camp Coordinator	11.07					
Recreation Assistant	11.07					
Gym Attendant	11.07					
Elder's Assistant	11.07					

SIGNED AT IQUALUIT IRIS 16 DAY OF Aug 1995.

On Behalf of the Tam of
Iqaluit

Kathi Seigel
Kathi Seigel
Committee Member

Bill Collings
Bill Collings
Committee Member

Hike Stillwell
Hike Stillwell
Chief Negotiator

On Behalf of the Public
Service Alliance of Canada

Andre Johnson
Andre Johnson
Regional Vice-President UNW

Guy Plaza
Guy Plaza
Committee Member

Anne Casard
Anne Casard
Committee Member

Roger Sevigny
Roger Sevigny
Committee Member

Susan Giampietri
Susan Giampietri
2nd Vice-President PCAC