

**COLLECTIVE AGREEMENT**

**between**

**PUBLIC SERVICE ALLIANCE OF CANADA**

**(as represented by its component)**

**Nunavut Employees Union**

**and**

**IQALUIT HOUSING AUTHORITY**

**Effective      July 1, 2020**

**Expires:        June 30, 2025**

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*Iqaluit Housing Authority Collective Agreement- Expires June 30, 2025*

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## **ARTICLE 1 - PURPOSE OF AGREEMENT**

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

## **ARTICLE 2 - INTERPRETATION AND DEFINITIONS**

- 2.01 For the purpose of this Agreement:
- (a) "Abandonment of position" means an employee is absent without leave and excluding extenuating circumstances an employee has not contacted his/her Employer within three (3) working days.
  - (b) "Allowance" means compensation payable to an employee in addition to the regular remuneration payable for the performance of the duties of his/her position.
  - (c) "Bargaining Unit" means all employees of the Iqaluit Housing Authority except the Assistant Secretary/Manager, Housing Manager and Maintenance Supervisor.
  - (d) "Casual employee" means a person employed by the Employer for work of a temporary nature not to exceed four (4) months.
  - (e) A "common law spouse" relationship is said to exist when, for a continuous period of at least one year, an employee has lived with a person, publicly represented that person to be their spouse, and lives and intends to continue to live with that spouse as if that person were their spouse.
  - (f) "Compensatory Leave" means the equivalent leave with pay taken in lieu of cash payment.
  - (g) "Continuous Employment" and "Continuous Service" means uninterrupted employment with the Employer; and
  - (h) with reference to reappointment of a layoff his/her employment in the position held by him/her at the time he/she was laid off, and his/her employment in the position to which he/she is appointed shall constitute continuous employment;

- (i) where an employee other than a casual ceases to be employed for a reason other than dismissal, resignation, abandonment of position or rejection on probation, and is reemployed within a period of nine months, his/her periods of employment for purposes of superannuation, sick leave, vacation leave and vacation travel benefits shall be considered as continuous employment.
- (j) "Continuous operation" means any operation in which in each seven day period operations once commenced normally continue day and night without cessation until the completion of the regularly scheduled operations for that period.
- (k) "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/her position other than by reason of his/her being on leave of absence.
- (l) "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/her former position.
- (m) "Dependant" means a person residing with the employee who is:
  - (i) that employee's spouse (including common law),
  - (ii) child, including step child and adopted child who
  - (iii) is under nineteen (19) years of age and dependent upon him/her for support; or
  - (iv) being under twenty-one (21) years of age and dependent upon him/her by reason of full time attendance at an educational institution; or
  - (v) who is wholly dependent upon him/her for support by reason of mental or physical infirmity.
- (n) "Effects" include the furniture, household goods and equipment and personal effects of employees and their dependants at the time of their move but does not include all-terrain vehicles, automobiles, boats, motorcycles, animals, or foodstuffs.
- (o) "Employee" means a member of the bargaining unit.
- (p) "Employer" means the Iqaluit Housing Authority.
- (q) "Fiscal Year" means the period of time from April 1, in one year to March 31, in the following year.
- (r) "Grievance" means a difference which arises between the Union and the Employer and/or between an employee and the Employer relating to the interpretation, application or administration of this Agreement including any question as to

whether a matter is arbitrable; disciplinary action resulting in demotion, suspension or a financial penalty (including the withholding of an increment), dismissal; and letters of discipline placed on an employee's personnel file.

- (s) "Designated Paid Holiday" means the twenty-four (24) hour period commencing at 12:01am of a day designated as a paid holiday under Article 17 in this Agreement.
- (t) "Layoff" means an employee whose employment has been terminated because of lack of work, or lack of funding.
- (u) "Leave of Absence" means absence from duty with the Employer's permission.
- (v) "Manager" means the Housing Manager.
- (w) "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.
- (x) "Part time employee" means a person employed permanently by the Employer whose scheduled hours of work are less than the normal hours of work scheduled in a week for full time employees.
- (y) "Overtime" means work performed by an employee in excess of or outside of his/her regularly scheduled hours of work. For part-time employees, overtime means all hours worked in excess of the regular hours of work for a full-time employee in the same position.
- (z) "Probation" means a period of six (6) months from the day upon which an employee is first appointed or a period of three (3) months after an employee has been transferred or promoted from within. If an employee does not successfully complete his/her probationary period on transfer or promotion the Employer shall appoint him/her to a position comparable to the one from which he/she was transferred or promoted.
- (aa) "Promotion" means the appointment of an employee to a new position, the maximum rate of pay of which exceeds that of his/her former position.
- (bb) "Rates of Pay":
  - (i) "weekly rate of pay" means an employee's annual salary divided by 52.176;
  - (ii) "daily rate of pay" means an employee's weekly rate of pay divided by five (5);
  - (iii) "hourly rate of pay" means an employee's daily rate of pay divided by his/her regularly scheduled daily hours of work, or where an employee is paid by the hour, the rate of pay established by the Employer for his/her part time employment.

- (cc) "Representative" means an employee who has been elected or appointed as an area steward or who represents the Union at meetings with management and who is authorized to represent the Union.
  - (dd) "Seniority" means length of service with the Employer.
  - (ee) "Transfer means the appointment of an employee to another position, that does not constitute a promotion or demotion.
  - (ff) "Week" for the purposes of this Agreement shall be deemed to commence at 12:01 am on Monday and terminate at midnight on Sunday.
  - (gg) "Union" means the Public Service Alliance of Canada as represented by its agent the Nunavut Employees Union.
- 2.02 Except as otherwise provided in this Agreement, expressions used in this Agreement, if defined in the *Interpretation Act*, but not defined elsewhere in this agreement have the same meaning as given to them in the *Interpretation Act*.
- 2.03 Where the singular, plural, masculine, feminine or neutral is throughout this Agreement, the same shall be construed as meaning the singular, plural, masculine, feminine, or neutral where the fact or context requires this and with regard to the provisions of this Agreement.
- 2.04 "May" shall be regarded as permissive and "Shall" and "Will" as imperative.

### **ARTICLE 3 - RECOGNITION**

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

### **ARTICLE 4 - APPLICATION**

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

#### **Translation**

- 4.04 This Agreement will be available in English and Inuktitut. The Employer and the Union will share equally all costs associated with the translation of this Agreement into Inuktitut.

## **ARTICLE 5 - HUMAN RIGHTS**

### Freedom from Discrimination

- 5.01 Except to the extent permitted by law, the Employer, the Union and the employees agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee by reason of age, colour, mental or physical disability, ethnic or national origin, family status, marital status (including common law relationships), pregnancy, lawful source of income, political affiliation, race, religion, sex, sexual orientation, gender identity or expression, conviction for an offence for which a pardon has been granted, or union membership or activity or for exercising their rights under the Agreement.
- 5.02 The Employer and the Union shall make every reasonable effort to find alternate employment within its employ for an employee who becomes unable to carry out his/her normal work functions as a result of a physical or mental disability arising as a result of his/her employment with the Employer.

### Equal Pay For Work Of Equal Value

- 5.03 The Employer agrees to recognize the principle of Equal Pay for Work of Equal Value regardless of the sex of the employee.
- 5.04 The Employer, the employees and the Union recognize the right of all persons employed by the Employer to work in an environment free from unwanted personal harassment, sexual harassment, workplace violence or abuse of authority and agree that any of the aforementioned actions will not be tolerated in the workplace.
- 5.05 The Employer will take such disciplinary measures, as the Employer deems appropriate, against any person under the Employer's direction who subjects any employee to personal harassment, sexual harassment or abuse of authority.
- 5.06 "Personal harassment" means any vexatious behaviour in the form of repeated and hostile or unwanted conduct, verbal comments, actions or gestures that affects an employee's dignity or psychological or physical integrity and that results in a harmful work environment for the employee by a person employed by the Employer that is directed at and is offensive to another person employed by the Employer which the first person knew or ought reasonably to have known would be unwelcome.
- 5.07 "Abuse of authority" means an individual's improper use of power and authority inherent in the position held, by means of intimidation, threats, blackmail or coercion. This comprises actions which endanger an employee's job, undermine an employee's ability to perform the job or threatens the economic livelihood of an employee. However, it shall not include the legitimate exercise of an individual's supervisory power or authority.
- 5.08 "Workplace violence" means any incident in which an employee is abused, threatened or assaulted during the course of his or her employment, and includes but is not limited to all

forms of harassment, bullying, intimidation and intrusive behaviours of a physical or emotional nature.

- 5.09 Every employee is entitled to employment free of workplace violence.
- 5.10 The Employer will make every reasonable effort to ensure that no employee is subjected to workplace violence.
- 5.11 No employee shall be required to perform work at any worksite under circumstances of workplace violence by third parties. The Employer shall take appropriate remedial measures in such situations.
- 5.12 The Employer shall take such disciplinary measures as the Employer deems appropriate against any person under the Employer's direction who subjects any employee to workplace violence.
- 5.13 Complaints of workplace violence may be brought to the attention of the Employer at any level of management appropriate to the circumstances. An employee may be assisted by the Union in making a complaint.
- 5.14 The Employer will not disclose the name of the complainant or the circumstances related to the complaint to any person except where disclosure is necessary for the purposes of investigating the complaint, for taking disciplinary action in relation thereto, or advising law enforcement officials as necessary.
- 5.15 The Employer shall, after consulting with the Labour Management Committee, issue a policy concerning workplace violence which substantially conforms to the provisions of this Article. The Employer shall make each person under the Employer's direction aware of the policy concerning workplace violence.

#### Freedom from Sexual Harassment

- 5.16 "Sexual harassment" means any conduct, comment, gesture or contact of a sexual nature
  - (a) that is likely to cause offence or humiliation to any employee;
  - (b) that might, on reasonable grounds, be perceived by that employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.
- 5.17 Every employee is entitled to employment free of sexual harassment.
- 5.18 The Employer the employees and the Union will make every reasonable effort to ensure that no person under the Employer's direction is subjected to sexual harassment.
- 5.19 Complaints of sexual harassment may be brought to the attention of the Employer at any level of management appropriate to the circumstances. An employee may be assisted by the Union in making a complaint.

- 5.20 The Employer will not disclose the name of the complainant or the circumstances related to the complaint to any person except where disclosure is necessary for the purposes of investigating the complaint, taking disciplinary measures in relation thereto, or advising law enforcement officials as necessary.
- 5.21 The Employer shall, after consulting with the Labour Management Committee, issue a policy concerning sexual harassment which substantially conforms to the provisions of this Article. The Employer shall make each person under the Employer's direction aware of the policy concerning sexual harassment.

#### **ARTICLE 6 - FUTURE LEGISLATION**

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

#### **Conflict of Provisions**

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

#### **ARTICLE 7 - MANAGERIAL RESPONSIBILITIES**

- 7.01 Except to the extent provided in this Agreement, this Agreement in no way restricts the Employer in the management and direction of the Iqaluit Housing Authority. The Employer shall exercise its rights under this Agreement in a fair and reasonable manner.
- 7.02 (a) The Employer may request a criminal record check upon hire, every five (5) years or at any other time upon having reasonable grounds to consider such request as necessary.
- (b) On subsequent requests after initial hiring, the Employer agrees to reimburse the employee for the cost of such checks, provided that the check is "clear".

#### **ARTICLE 8 - EMPLOYER DIRECTIVES**

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

**ARTICLE 9 - STRIKES AND LOCKOUTS**

- 9.01 During the life of the agreement there shall be no lockout by the Employer and no interruption or impeding of work, work stoppage, strike, sit down, slow down, or any other interference with production by any employee or employees.
- 9.02 Employees shall not be required to cross any picket line. No pay or benefits shall be paid should this result in an employee not working when scheduled to do so.
- 9.03 Any employee who participates in or instigates a work stoppage during the term of this Agreement may be subject to discipline. However, a claim of unjust discipline for this reason may be the subject of a grievance and dealt with according to ARTICLE 37 - ADJUSTMENT OF DISPUTES.

**ARTICLE 10 - UNION ACCESS TO EMPLOYER PREMISES**

- 10.01 The Employer shall permit access to its work premises of an accredited representative of the Union, provided a minimum of one (1) days' notice is given to the Employer.
- 10.02 The Union Representative will notify the Housing Manager of his/her intention to visit the workplace.

**ARTICLE 11 - APPOINTMENT OF REPRESENTATIVES**

- 11.01 The Employer acknowledges the right of the Union to appoint employees as representatives. The Union will advise the Employer verbally of the names of all Representatives within forty-eight (48) hours of appointment and will confirm the appointments in writing within thirty (30) days. The Employer shall not be required to deal with any Representative(s) except those named and identified to the Employer through this written notice.

**ARTICLE 12 - TIME OFF FOR UNION BUSINESS**

Arbitration Hearings (Disputes)

- 12.01 In all cases this time off will apply to not more than one employee being absent at a time from one Department or Trade. Where more than one employee is required to take time off for Union business from a Department or trade, such time off will be scheduled so as to cause as little operational disruption as possible.

Employee called as a Witness

- 12.02 The Employer will grant leave with pay to an employee called as a witness before an Arbitration Hearing and leave with pay to an employee called as a witness by the Union.

Arbitration Hearing (Grievance)

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

Employee who acts as a Representative

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

Employee called as a Witness

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

Contract Negotiations Meetings

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

Preparatory Contract Negotiations Meetings

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

Meetings Between Employee Organizations and Management

- 12.08 The Employer will grant time off with pay to a maximum of four (4) employees who are meeting with Management on behalf of the Union.

Employee Organization Executive Council Meetings, Congress, and Conventions

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

Representatives Training Course

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

Time Off for Representatives

- 12.11 The Union shall have Representatives appointed at all times to carry out duties as outlined below. The Union shall advise the Employer in writing or the names of these Representatives at the time of their appointment and any subsequent changes to this list.

- (a) A Representative shall first obtain the permission of his or her Manager before leaving work to investigate a grievance, to meet with local Management for the purpose of dealing with grievances, to meet with the staff of the Union, and to attend meetings called by Management. Such permission shall not be unreasonably withheld.
- (b) If the Representative does not obtain permission in advance for his or her Manager as required by Clause 12.11(a), this shall constitute grounds for discipline and the Representative shall not be paid for time taken away from work.
- (c) The Representative shall make every reasonable effort to report back to his/her supervisor before resuming his/her normal duties.
- (d) An employee who wishes to discuss a grievance with a Representative, or to meet with the staff of the Union Representatives shall first obtain the permission of his or her Manager before leaving his/her work. These meetings shall normally be arranged on Employer premises in a manner which minimizes the time required away from work. Such permission shall not be unreasonably withheld.

12.12 Upon reasonable notice, the Employer will grant leave without pay for one (1) employee:

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

Leave for the Baffin Regional Vice President

12.13 An employee elected as President of the Union or Baffin Regional Vice President of the NEU 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/she is entitled under the Collective Agreement.

12.14 The Employer shall continue to pay the President of the Union or Baffin Regional Vice President his/her applicable salary in accordance with the terms of this Collective Agreement. Upon invoice by the Employer, the Union shall reimburse the Employer for the amounts so paid within thirty (30) days of the invoice date.

12.15 The benefit under Article 43 shall be extended to the President of the Union or Baffin Regional Vice President and the NEU will reimburse the Employer for any costs involved.

12.16 The President of the Union or Baffin Regional Vice President shall be entitled to an increment for each year of his/her leave of absence to a maximum to step six in the pay level of his/her applicable salary.

- 12.17 The President of the Union or Baffin Regional Vice President shall advise the Employer as soon as possible when an extension of the leave of absence is applicable due to re-election.
- 12.18 Upon termination of his/her leave of absence the President of the Union or Baffin Regional Vice President shall be offered as a minimum the position he/she held with the Employer before he/she commenced the leave of absence.
- 12.19 Notwithstanding Clause 12.18, the Employer may make an offer of employment to the President of the Union or Baffin Regional Vice President bid on a competition and be the successful candidate.
- 12.20 A leave of absence for the purposes of this Section shall be guaranteed for one term of office. In the event that an extension is desired it shall be requested and shall not be unreasonably denied. If the leave of absence is extended and during that period work methods have changed to the extent that retraining is necessary, the employee shall provide retraining for himself/herself at no cost to the Employer.
- 12.21 The Employer agrees to continue wages and benefits to employees on Leave without pay for Union business and to bill the Union therefore.

### **ARTICLE 13 - UNION DUES DEDUCTION**

- 13.01 Employer will deduct an amount equal to the amount of Membership Fees from the pay of all employees in the Bargaining Unit.
- 13.02 The Union shall inform the Employer in writing of the Membership Fees to be deducted for each employee within the Bargaining Unit.
- 13.03 For the purpose of applying Article 13.01, deductions from pay for each employee will occur on a biweekly basis and will apply to the extent that earnings are available. Where an employee does not have sufficient earnings in respect of any biweekly period to permit deduction, the Employer shall not be obligated to make such deductions from subsequent salary.
- 13.04 No employee organization, other than the Union, shall be permitted to have membership fees deducted by the Employer from the pay of the employees in the Bargaining Unit.
- 13.05 The amounts deducted in accordance with Article 13.01 shall be remitted to the Comptroller of the Alliance 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/her behalf.
- 13.06 The Employer may make deductions for other purposes upon the request of the employee and upon the production of appropriate documentation.

- 13.07 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer.
- 13.08 The Employer agrees to identify annually on each employee's T4 slip the total amount of Membership Fees deducted for the preceding year

#### **ARTICLE 14 - INFORMATION**

- 14.01 The Employer agrees to provide the Union on a monthly basis, with information concerning the identification of each member in the Bargaining Unit. This information shall include the name, address, job classification, rate of pay, employment status, and social insurance number of all employees in the Bargaining Unit. The Employer will also note on this report the names of employees who are on extended leaves of absence.

The Employer shall indicate which employees have been hired or transferred and those employees whose employment has been terminated during the period reported.

- 14.02 The Employer shall provide each employee with a copy of this Collective Agreement.
- 14.03 The Employer agrees to provide each new member of the Bargaining Unit with a copy of this Collective Agreement upon his/her appointment.
- 14.04 The Employer shall notify the Union of all newly created classifications including its designation as to whether it is within or outside of the Bargaining Unit.

#### **ARTICLE 15 - SENIORITY**

- 15.01 Seniority is defined as the length of service with the Employer, and shall be applied on a bargaining unit wide basis.
- 15.02 A newly hired employee shall be on probation for a period of six (6) months. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement except the right to grieve his/her termination.
- 15.03 The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. The seniority list shall be kept up to date, a copy of which shall be posted on the bulletin board, and shall be sent to the Union every six months.

#### **ARTICLE 16 - PROVISION OF BULLETIN BOARD SPACE & OTHER FACILITIES**

- 16.01 The Employer shall provide bulletin board space in its office and shop clearly identified for exclusive Union use.
- 16.02 The Employer may make available to the Union and the members of the Bargaining Unit a suitable meeting room to be used from time to time for the business relating to the Bargaining Unit. Permission for this purpose shall not be unreasonably withheld.

- 16.03 The Employer will process any mail originating from the Union addressed to all employees in accordance with the Employer's normal internal mail distribution system.
- 16.04 A Representative of the Union shall have the right to give each new employee an orientation of up to thirty (30) minutes and the Representative of the Union shall be given leave with pay for such purposes.

**ARTICLE 17 - DESIGNATED PAID HOLIDAYS**

- 17.01 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) Nunavut Day;
  - (g) Civic Holiday, the first Monday in August;
  - (h) Labour Day;
  - (i) National Day for Truth and Reconciliation;
  - (j) Thanksgiving Day;
  - (k) Remembrance Day;
  - (l) Christmas Day;
  - (m) Boxing Day;
  - (n) Nunavut Day;
  - (o) A paid holiday shall also be granted to all employees on any special day proclaimed by the Government of Canada, the Government of Nunavut, or the Mayor of Iqaluit; and
  - (p) Where the Commissioner of Nunavut agrees to provide the majority of employees in Iqaluit with time off in support of a community function, those employees who are unable to take advantage of the time off because of operational requirements, will be paid at the overtime rate for hours worked during that period, or in lieu thereof in accordance with Article 24.04.

- 17.02 Article 17.01 does not apply to an employee who is absent without permission on the working day immediately preceding or the working day following the Designated Paid Holiday, except with the approval of the Employer.
- 17.03 the Employer requires an employee to work on a Designated Paid Holiday as part of his/her regularly scheduled hours of duty or as overtime when he/she is not scheduled to work he/she shall be paid in addition to the pay that he/she would have been granted had he/she not worked on the holiday:
- (a) one and one-half (1½) times his/her hourly rate for the first four (4) hours worked, and
  - (b) twice (2) his/her hourly rate for the hours worked in excess of four (4) hours.
- 17.04 When a Designated Paid Holiday for an employee is moved to another day under the provisions of Article 17.03:
- (a) work performed by an employee on the day from which the Designated Paid Holiday was moved shall be considered as work performed on a day of rest; and
  - (b) work performed by an employee on the day to which the Designated Paid Holiday was moved, shall be considered as work performed on a Designated Paid Holiday.
- 17.05 An employee who is not required to work on a Designated Paid Holiday shall not be required to work on another day which would otherwise be a nonworking day in the week in which the Designated Paid Holiday occurs, unless he/she is paid at a rate at least equal to double his/her regular rate of wages for the time worked by him/her on that day.
- 17.06 Subject to Article 18.08 at the employee's option the amounts payable pursuant to Article 17.04 may be taken either in cash or in compensatory leave to be taken at a later date convenient to both the Employer and the employee.
- 17.07 Where a Designated Paid Holiday for an employee falls within a period of leave with pay, the Designated Paid Holiday shall not count as a day of leave.
- 17.08 Where operational requirements permit, an employee shall not be required to work both Christmas and New Year's Day.

### **ARTICLE 18 - LEAVE - GENERAL**

- 18.01 When the employment of a full-time or part-time employee who has been granted more vacation, sick leave or special leave with pay than he/she has earned dies, the employee shall be considered to have earned that amount of leave with pay granted to him/her.
- 18.02 When the employment of a full-time or part-time employee with more than three (3) years of service who has been granted more vacation, sick leave or special leave with pay than he/she has earned is laid off, the employee shall be considered to have earned that amount of leave with pay granted to him/her.

- 18.03 When an employee is in receipt of an extra allowance and is granted leave with pay, he/she is entitled during his/her period of leave to receive the allowance if the special or extra duties in respect of which he/she is paid the allowance were assigned to him/her on a continuing basis. When an employee is on leave of absence without pay, the employee shall not be entitled to any pay, allowances or benefits during the period of leave of absence without pay, unless specifically provided by this Agreement.
- 18.04 During the month of May in each year the Employer shall inform each full-time or part-time employee in the Bargaining Unit in writing of the balance of his/her special, sick and vacation leave credits as of the 31st day of March.
- 18.05 If, at the end of the fiscal year, a full-time or part-time employee's entitlement to vacation leave with pay includes a fractional entitlement of less or more than one-half day the entitlement shall be increased as follows:
- (a) to a half day ( $\frac{1}{2}$ ) if the fractional entitlement is less than one-half ( $\frac{1}{2}$ ) day;
  - (b) to a full day if the fractional entitlement is more than one-half ( $\frac{1}{2}$ ) day.
- 18.06 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.
- 18.07 An employee request for any leave that the Employer has not responded to within fifteen (15) working days from the receipt of the application by the Employer shall be considered as granted.
- 18.08 When employees submit their overtime authorization form at the end of each pay period they shall indicate their preference of pay or compensatory leave for all overtime, or call back pay earned. Only cash or compensatory leave may be requested and can be divided in any pay period. Requests for use of compensatory leave shall be made in writing and the Employer and the employee shall agree on the time at which the leave will be taken. An employee may accumulate up to twenty (20) days leave with pay each year in a compensatory leave bank, which may be refilled as time is used, and which may be carried over to the following year. All further claims of overtime or call back will automatically be paid in cash.

**ARTICLE 19 - VACATION LEAVE**

Accumulation of Vacation Leave

19.01 For each month of a fiscal year in which a full-time or part-time employee receives ten (10) days' pay, he/she shall earn vacation leave at the following rates (increased entitlement occurs in the month after the years of service are completed):

<u>Years of Continuous Service</u>	<u>Entitlement</u>
Up to 2 years	one and one quarter (1 ¼) days (15 days per year)
2 Years to 6 Years	one and two-thirds (1 2/3) days (20 days per year)
6 years to 10 years	two and one quarter (2 ¼) days (27 days per year)
10 years to 15 years	two and one-half (2 ½) days (30 days per year)
After 15 years	three (3) days each month (36 days per year)

19.02 Part time employees shall receive vacation pay based on their length of service as follows:

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

Granting of Vacation Leave

19.03 In granting vacation leave with pay to a full-time or part-time 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/she has proceeded on vacation leave;
- (c) grant the employee his/her vacation leave during the fiscal year in which it is earned at a time specified by him/her;

- (d) grant the employee vacation leave for at least up to five (5) consecutive weeks depending upon his/her vacation entitlements when so requested by the employee; and
  - (e) recognize Seniority on preference for a vacation period.
  - (f) to grant the employee his/her vacation leave when specified by the employee if the period of vacation leave is less than a week, providing that the employee gives the Employer reasonable advance notice.
- 19.04 All requests for vacation leave will be made in writing. Requests for up to five (5) working days of vacation leave shall be made at least one (1) week in advance. Requests for more than five (5) working days of vacation leave shall be made at least three (3) weeks in advance. Requests for vacation leave will be considered with less notice in circumstances that could not have been foreseen by the full-time or part-time employee.
- 19.05 The Employer shall reply to the request for vacation leave submitted by the full-time or part-time employee within ten (10) working days from the date of receipt of the application. Where the Employer has proposed to change, reduce or deny the vacation leave requested by the employee, the Employer shall provide the employee with the reasons, in writing, for such change, reduction or denial of vacation leave, and such change, reduction or denial shall be subject to the grievance procedure of this agreement.
- 19.06 The Employer shall grant a full-time or part-time employee vacation leave with pay for a period of up to five (5) consecutive working days where a general transportation tie up caused by weather including employees caught out on the land or water prevent the employee from reporting to duty. This special circumstance may not be directly attributable to the employee.
- 19.07 Where in respect of any period of vacation leave, a full-time or part-time employee:
- (a) is granted special leave, when there is a death in his/her immediate family as defined in Article 20; or
  - (b) is granted special leave with pay because of illness in the immediate family as defined in Article 20; or
  - (c) is granted sick leave on production of a medical certificate;
- The period of vacation leave so displaced shall either be added to the vacation period if requested by the employee and approved by the Employer or reinstated for use at a later date.
- 19.08 Employees are not permitted to carry over more than fifteen (15) days of vacation leave credits in total from one fiscal year to the next. Vacation leave credits exceeding fifteen (15) days of vacation leave entitlement will be liquidated in cash in the month of May in each year.

Recall from Vacation Leave

- 19.09 The Employer shall not recall any employee to duty once his/her vacations have commenced.
- 19.10 Due to emergency operational requirements the Employer may alter a full-time or part-time employee's vacation period after it has been approved but no later than one (1) month prior to the scheduled vacation allotment unless:
- (a) The employee has made non-refundable deposits in view of his/her vacation or;
  - (b) The employee's spouse has arranged a vacation period which coincides with the employee.

Leave when Employment Terminates

- 19.11 Where an employee dies or otherwise terminates his/her employment:
- (a) The employee or his/her estate shall, in lieu of earned but unused vacation leave, be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave by the daily rate of pay applicable to the employee immediately prior to the termination of his/her employment, or
  - (b) The Employer shall grant the employee any vacation leave earned but not used by him/her before the employment is terminated by layoff if the employee so requests.
  - (c) At the employee's request, the Employer shall divide the amount owing as specified in (a) above by four, and shall attach this amount to the employees regular earnings over a four pay period. Adequate notice must be given by the employee.
- 19.12 An employee whose employment is terminated by reason of a declaration that he/she abandoned his/her position is entitled to receive the payment referred to in Article 19.11.

Vacation Travel Assistance

- 19.13 The Employer shall pay the Vacation Travel Assistance to all full-time or part-time employees, expenses for the employee and his/her dependants in the amount of two thousand three hundred dollars (\$2,300) per fiscal year.
- (a) Vacation Travel Assistance shall be adjusted and/or pro-rated as follows:
    - (i) An employee shall not receive Vacation Travel Assistance under this Article during his/her first six (6) months of employment with the Employer;
    - (ii) An employee who resigns, is terminated for any reason, or is on an approved leave without pay for a period in excess of three continuous months during any fiscal year will have his/her Vacation Travel Assistance prorated for the

portion of the fiscal year worked. Any overpayment shall become immediately due and repayable, and the Employer is authorized by the terms of this Agreement to deduct any overpayment from an employee's pay entitlements.

- (b) All employees shall be required to declare in a statement certifying that the Vacation Travel Assistance to be received will be used for the purpose for which it is being issued, how many dependants are being claimed.
- (c) This benefit shall be allowed to an employee's dependants and spouse only to a maximum of three people. In the event that two employees are spouses, only one employee shall be entitled to claim this benefit.
- (d) In order to receive Vacation Travel Assistance an employee must have applied for vacation leave and be travelling outside of Iqaluit.
- (e) Any Vacation Travel Assistance paid to an employee on false pretences may be recovered from the employee by the Employer by deductions from subsequent pay entitlements of the employee.
- (f) Part time employees shall receive this benefit prorated based on the number of hours worked compared to a full time employee.

#### Travel Time

- 19.14 Vacations shall be lengthened by two (2) workdays in each fiscal year for the purposes of travel time. In order to receive this travel time, the full-time or part-time employee must leave the community on vacation for a period of at least five (5) consecutive days. Employees may be required to provide proof, in a form satisfactory to the Employer, that they have left the community.

### **ARTICLE 20 - SPECIAL LEAVE**

#### Credits

- 20.01 A full-time or part-time employee shall earn special leave credits up to a maximum of twenty-five (25) days at the following rates:
- (a) One-half ( $\frac{1}{2}$ ) day for each calendar month for which he/she receives pay for at least eighty (80) hours, or
  - (b) One-quarter ( $\frac{1}{4}$ ) day for each calendar month for which he/she receives pay for at least forty-five (45) hours.
- 20.02 For the purposes of this Article, immediate family is defined as an employee's father, mother, brother, sister, spouse, child, adopted child, step-child who resides with the employee or of whom the employee has legal joint custody, father-in-law, mother-in-law,

grandchildren, grandparents, and any relative permanently residing in the employee's household or with whom the employee permanently resides.

20.03 The Employer shall grant special leave earned with pay for a period of up to five (5) consecutive working days.

- (a) When there is a death in the employee's immediate family; or
- (b) Where a member of the immediate family becomes seriously ill and the employee is required to care for their dependants or for the sick person; or where a sick child is refused admission to a licensed day care facility. If the employee is absent for this purpose for more than five (5) days in a fiscal year, a doctor's certificate or day care verification will be required to qualify for any future special leave within the fiscal year;
- (c) Where a member of the immediate family residing outside of Iqaluit becomes seriously ill when an employee is required to care for the immediate family member.
- (d) When an employee is required to escort a member of the Employee's immediate family to a medical centre outside of Iqaluit.

20.04 The Employer may grant an employee special leave with pay for a period of up to five (5) consecutive working days:

- (a) Where a serious household or domestic emergency arises that could not be foreseen and cannot be dealt with outside working hours or for serious community emergencies where the employee is required to render assistance (except there will be no charge against special leave credits for employees who are called out to participate in firefighting during regularly scheduled hours);
- (b) in the event of the death of the employee's son in-law, daughter in-law, brother in-law, sister in-law;
- (c) participation in search and rescue activities;
- (d) circumstances which are of general value to the Employer such as where the employee:
  - (i) takes an examination which will improve his/her position or qualifications;
  - (ii) attends his/her University Convocation, if he/she has been continuously employed for at least one (1) year;
  - (iii) attends a course in civil defense training;
  - (iv) requires a medical examination for enlistment in the Armed Forces or in connection with a veteran's treatment program.

Such leave will not be unreasonably withheld.

- 20.05 Special leave in excess of five (5) consecutive working days for the purposes enumerated in Articles 20.03 and 20.04 may only be granted with the Employer's approval.
- 20.06 An employee shall be granted special leave with pay up to a maximum of one (1) working day on the occasion of the birth of his/her child. An employee shall be granted special leave with pay up to a maximum of one (1) working day on the occasion of the adoption of a child. This leave may be divided into two parts and taken on separate days. Under special circumstances the Employer may extend this period to a maximum of three (3) working days.

#### Discretionary Leave

- 20.07 An employee shall be granted one (1) discretionary day of special leave with pay each year on a day to be determined by the employee and the Employer. This discretionary day must be determined with at least one (1) day advance notice. Notwithstanding clause 20.10 special leave will not be advanced to allow an employee to be granted this discretionary day.

#### Travel Time

- 20.08 If an employee must travel outside of Iqaluit because of a death or serious illness in the immediate family then that employee shall receive four (4) days travel time.

#### Travel Assistance

- 20.09 If a full-time or part-time employee must travel outside of Iqaluit because of a death or serious illness in the immediate family but does not have sufficient means to buy an airline ticket then the Authority may purchase a ticket for the employee provided a mutually agreeable pay recovery plan is worked out.

#### Advance of Credits

- 20.10 Where an employee has insufficient credits to permit the granting of special leave within the meaning of this Article, leave up to a maximum of ten (10) days, may be granted at the discretion of the Employer, subject to the deduction of such advance leave from any special leave credits subsequently earned.

#### Casual Leave

- 20.11 Full-time or part-time employees will be eligible for casual time off with pay for the following purposes. An employee will, however, make every reasonable effort to arrange for these matters outside of working hours.
- (a) Casual time off shall be granted for the employee to attend or to accompany a dependent family member for an appointment with a Doctor, Dentist, Lawyer, or School Authority during working hours.

- (b) Casual time off may be granted for other purposes of a special or unusual nature.
  - (c) Full-time or part-time employees may be granted casual leave with pay to a maximum of one-half (½) day per occurrence where the employee's physician requires him/her to attend regular or recurring medical treatments and checkups.
- 20.12 To qualify for casual leave under Clause 20.11 an employee must request the leave and have it approved as far in advance as possible, clearly identifying the purpose of the leave, and anticipated time off. The employee may be required to provide documentation, in a form satisfactory to the Employer, confirming the casual leave.
- 20.13 Entitlements under Article 20 do not apply to an employee who is on layoff, suspension, or leave of absence without pay.
- 20.14 Subject to operational requirements, leave with pay may be granted on short notice, to a maximum of two (2) days per year and an additional two (2) days without pay to an employee in order to engage in Inuit cultural pursuits, including but not limited to hunting, fishing or harvesting. Such leave shall not be unreasonably withheld.

## **ARTICLE 21 - SICK LEAVE**

### Credits

- 21.01 A full-time or part-time employee shall earn sick leave credits at the rate of one and a quarter (1¼) days for each calendar month for which he/she receives pay for at least ten (10) days.
- 21.02 All absences on account of illness on a normal working day (exclusive of designated holidays) shall be charged against an employee's accumulated sick leave credits.
- 21.03 Where leave of absence without pay is authorized for any reason, or an employee is laid off because of lack of work, and the employee returns to work upon expiration of such leave of absence or layoff, he/she shall earn sick leave credits for each month in which he/she worked at least ten (10) days and shall retain any unused sick leave existing at the time of layoff or commencement of leave without pay.
- 21.04 In circumstances where sick leave would be authorized but the employee has insufficient or no sick leave credits, he/she may be granted sick leave in advance to a limit of six (6) days which shall be charged against future credits as earned. If the employee dies before authorized unearned sick leave has been liquidated, no recovery shall be made from the employee's estate. The number of days granted shall be at the discretion of the Employer, but shall not be unreasonably withheld.
- 21.05 When an employee is granted sick leave with pay and injury on duty leave is subsequently approved for a concurrent period, there shall be no charge against his/her sick leave credits for the period of concurrency.

- 21.06 Unless otherwise informed by the Employer an employee must sign a statement stating that because of this illness or injury he/she was unable to perform his/her duties if:
- (a) the period of leave requested does not exceed three (3) days, and
  - (b) in the current fiscal year, the employee has not been granted more than six (6) days sick leave wholly on the basis of statements signed by him/her.
- 21.07 An employee is required to produce a certificate from a qualified medical practitioner, certifying that such employee is unable to carry out his/her duties due to illness:
- (a) for sick leave in excess of three (3) working days;
  - (b) for any additional sick leave in a fiscal year when in the same fiscal year the employee has been granted five (5) days sick leave wholly on the basis of the statements signed by him/her.
- 21.08 In the event that an employee is in need of transportation to a medical centre and after exploring all possible sources of funding and finding himself/herself ineligible for such funding, he/she may approach the Employer for assistance for this purpose. The Employer agrees to consider such a request. Any funding provided by the Employer will be recovered by the employee by payroll deduction, over a period not to exceed 6 months.

#### Travel Time

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

### **ARTICLE 22 - OTHER TYPES OF LEAVE**

#### Court Leave

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

- (iii) before the Senate or House of Commons of Canada, or a committee of the Senate or House of Commons, otherwise than in the performance of the duties of his/her position;
  - (iv) before a Legislative Council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it;
  - (v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it;
- (c) Notwithstanding anything contained in this Article, there may be deducted from the regular pay of the employee any remuneration received by him/her as a result of serving on a jury or as a witness, other than remuneration received as an allowance or reimbursement for expenses incurred in such duty.

#### Maternity Leave

- 22.02 (a) An employee who becomes pregnant shall be granted seventeen (17) consecutive weeks maternity leave without pay commencing at any time during the seventeen (17) week period immediately preceding the expected date of delivery, provided that the employee gives the Employer written notice at least four (4) weeks before the day on which the employee expects to commence her leave. At the employee's request the Employer shall give her, within one week of her request, a clear understandable information package about maternity leave requirements and benefits.

The Employer may:

- (i) upon written request from the employee, defer the commencement of maternity leave without pay of an employee or terminate it earlier than seventeen (17) weeks after the date of the termination of her pregnancy;
  - (ii) grant maternity leave without pay to an employee to commence earlier than seventeen (17) weeks before the expected termination of her pregnancy;
  - (iii) where maternity leave without pay is requested, require an employee to submit a medical certificate certifying pregnancy.
- (b) Leave granted under this Article shall be counted for the calculation of "continuous service".

#### Maternity-related Reassignment or Leave

- (c) Where a pregnant employee produces a statement from her physician that her working conditions may be detrimental to her health or that of her foetus, the Employer shall either change such working conditions or temporarily transfer the employee to another position with equal pay or allow the employee to take leave of absence without pay for the duration of her pregnancy.

Maternity Leave Allowance

- (d) After completion of six (6) months continuous employment, an employee who provides the Employer with proof that she has applied for and is in receipt of employment insurance benefits pursuant to Section 22, *Employment Insurance Act*, shall be paid a maternity leave allowance.
- (e) A recipient under Article 22.02(d) shall sign an agreement with the Employer providing:
  - (i) that she will return to work and remain in the Employer's employ for a period of at least six (6) months after her return to work;
  - (ii) that she will return to work on the date of the expiry of her maternity leave, unless this date is modified with the Employer's consent.
- (f) Should the employee fail to return to work, except by reason of death, disability or lay-off, as per the provision of Article 22.02(e), the employee recognizes that she is indebted to the Employer for the amount received as maternity leave allowance. Should the employee not return for the full six months, the employee's indebtedness shall be reduced on a prorated basis according to the number of months for which she received pay.
- (g) In respect of the period of maternity leave, payments of maternity leave allowance will consist of the following:
  - (i) For the first week, payments equivalent to ninety-three percent (93%) of her weekly rate of pay. For up to a maximum of an additional sixteen (16) weeks, payments equivalent to the difference between the employment insurance benefits she is eligible to receive and ninety-three percent (93%) of her weekly rate of pay; where an employee has received the full sixteen (16) weeks of maternity benefit under Employment Insurance and thereafter remains on maternity leave without pay, she is eligible to receive a further maternity allowance, for a period of one (1) week, ninety-three percent (93%) of her weekly rate of pay.
  - (ii) A. for a full-time employee the weekly rate of pay referred to in Article 22.02(g)(1) shall be the weekly rate of pay for her classification and position on the day immediately preceding the commencement of the maternity leave.  
B. for a part-time employee the weekly rate of pay referred to in Article 22.02(g)(1) shall be the prorated weekly rate of pay for her classification and position averaged over the six month period of continuous employment immediately preceding the commencement of the maternity leave.

- C. Employees have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan.
- D. 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 Article 22.02(g)(1), the payments shall be adjusted accordingly.

#### Other Benefits During Maternity Leave

- 22.03 An employee returning to work from maternity leave retains her sick leave and special leave credits accumulated prior to taking leave.
- 22.04 If an employee elects to maintain coverage for medical, group life and other benefits, the Employer will pay both portions of these premiums. The Employer will recover monies paid on behalf of the employee share of premiums when the employee returns to work or terminates.
- 22.05 Illness arising due to pregnancy during employment and prior to this leave of absence may be charged to normal sick leave credits.

#### Parental or Adoption Leave

- 22.06 Where an employee:
  - (a) has been in the employment of the Employer for a continuous period of at least twelve (12) months;
  - (b) has or will have the actual care or custody of his/her newborn child, or
  - (c) commenced proceedings to adopt a child and submits a letter signed by the Superintendent of Child Welfare, or in the case of customary adoption, signed by the natural mother confirming the proposed placement of the child with the employee;

he/she shall be granted parental leave without pay for a single period of up to sixty-three (63) consecutive weeks. This leave without pay shall be taken during the seventy-eight (78) week period immediately following the day the child was born or, in the case of adoption, within the seventy-eight (78) week period from the date the child comes into the employee's care and custody.

- 22.07 An employee who intends to request parental leave without pay shall provide the Employer with four (4) weeks written notice, except where in the case of adoption the child arrives at the employee's home sooner than expected. In the case of an adoption, the employee shall notify the Employer as soon as the application for adoption has been approved by the adoption agency or legal guardianship and custody papers have been completed.

- 22.08 Leave granted under this Article shall be counted for the calculation of "continuous service".
- 22.09 (a) Parental leave/adoption leave without pay utilized by an employee couple, both of whom are employed by the Employer, in conjunction with maternity leave shall not exceed a total of sixty-three (63) weeks.
- (b) Parental leave/adoption leave without pay taken by an employee in conjunction with maternity leave shall be taken immediately after the termination of maternity leave and the duration of both periods of leave without pay combined shall not exceed a total of seventy-one (71) weeks.
- 22.10 When parental leave is taken by an employee couple, both of whom are employed by the Employer, parental leave/adoption leave allowance payments shall not exceed a total of seventy-one (71) weeks for both employees combined, and parental leave without pay taken by an employee couple shall not exceed a total of seventy-one (71) weeks for both employees combined.

Other Benefits During Parental Leave/Adoption leave

- 22.11 An employee returning to work from parental leave/adoption leave retains his/her sick leave and special leave credits accumulated prior to taking leave.
- 22.12 If an employee elects to maintain coverage for medical, group life and other benefits, the Employer will pay both portions of these premiums. The Employer will recover monies paid on behalf of the employee share of premiums when the employee returns to work or terminates.
- 22.13 The Employer may defer the commencement of adoption leave without pay at the request of an employee;

Care and Nurturing of Preschool Children

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

Injury on Duty Leave

- 22.15 An employee shall be granted injury on duty leave with pay for such reasonable period as may be determined by the employee's medical practitioner for:
- (a) a personal injury accidentally received in the performance of his/her duties. Such injuries must be reported to management as soon as possible; or
- (b) sickness resulting from the nature of his/her employment; or

- (c) over exposure to radioactivity or other hazardous conditions in the course of his/her employment;

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

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

#### Emergency Leave

- 22.17 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

- 22.18 Leave without pay for personal needs may be granted, subject to operational requirements, to a full-time or part-time employee for up to one (1) year.

#### Leave Without Pay for Relocation of Spouse

- 22.19 At the request of a full-time or part-time employee, leave without pay for a period of one (1) year may be granted to an employee whose spouse is relocated.

#### Compassionate Care Leave

- 22.20 Both parties recognize the importance of access to leave to provide care and support to a gravely ill family member who has a significant risk of death.

- (a) For the purpose of this article, the definition of family member as per the provisions of the compassionate care leave in the Canada Labour Code shall apply.
- (b) An employee shall be granted up to eight (8) weeks of compassionate care leave without pay to provide care and support to a gravely ill family member if the Employer is provided with a certificate from a qualified medical practitioner stating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:
  - (i) the day the certificate is issued; or
  - (ii) if the leave was commenced before the certificate was issued, the day the leave was commenced.

- (c) A certificate from another medical practitioner, such as a nurse practitioner, is acceptable when the gravely ill family member is in a geographic location where treatment by a medical doctor is limited or not accessible, and a medical doctor has authorized the other medical practitioner to treat the ill family member.
- (d) An employee who intends to request compassionate care leave shall make every effort to provide reasonable notice to the Employer.

Request for Leave

- (e) Appropriate leave application forms must be completed and forwarded to the employee's immediate supervisor.

Benefits during Leave

- (f) Employees returning to work from compassionate care leave retain any service credits accumulated prior to taking leave.
- (g) Leave granted under this Clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay.
- (h) Compassionate care leave utilized by more than one employee for care of the same family member instance shall not exceed a total of eight (8) weeks combined.

Professional Development Leave

- 22.21 (a) Professional development refers to an activity, which in the opinion of the Employer is likely to be of assistance to the individual in furthering their professional development and to the organization in achieving its goals. The following activities shall be deemed to be part of professional development:
- (i) a course or workshop given by the Employer;
  - (ii) a course or workshop offered by a recognized institution or instructor;
  - (iii) a research program carried out in a recognized institution; or,
  - (iv) a conference, symposium, seminar, convention or study session in a field related to the employee's work.
- (b) Where an employee's application for professional development has been approved by the Employer, the employee shall be considered on duty if they remain in the community of employment during the activity, and on Duty Travel if it takes place in another community.
  - (c) Employees taking professional development shall be reimbursed for all reasonable travel and other expenses incurred by the employee.

**ARTICLE 23 - HOURS OF WORK**

- 23.01 Regular hours of work for employees shall be from 8:30 am to 5:00 pm exclusive of a one (1) hour meal period, Monday to Friday.
- (a) The meal period shall be from 12:00 pm to 1:00 pm.
  - (b) Employees who will not be reporting for work on their scheduled shift must so advise the Employer promptly by the start time of the shift, or no later than fifteen (15) minutes after the start time if circumstances prevent an earlier reporting. Failure to report is a serious disciplinary offence.
- 23.02 All employees shall be entitled to two (2) rest periods of fifteen (15) minutes duration per day

**ARTICLE 24 - OVERTIME**

- 24.01 In this Article:
- (a) "Overtime" means work performed by an employee in excess or outside of his/her regularly scheduled hours of work.. For part-time employees, overtime means all hours worked in excess of the regular hours of work for a full-time employee in the same position.
  - (b) "Straight time rate" means the hourly rate of pay.
  - (c) "Time and one-half" means one and one-half times the straight time rate.
  - (d) "Double time" means twice the straight time rate.
- 24.02 Employees shall record starting and finishing times of overtime worked on a form determined by the Employer.
- 24.03 Subject to the operational requirements of the service the Employer shall make every reasonable effort:
- (a) to allocate overtime work giving consideration to operations efficiency and employee preferences among readily available qualified employees who are normally required in their regular duties to perform that work;
  - (b) to give employees who are required to work overtime reasonable advance notice of this requirement.

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

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

- (a) Overtime work shall be compensated as follows:
  - (i) at time and one-half (1½X) for the first four hours of overtime worked, and
  - (ii) at double time (2X) for all hours of overtime worked after the first four (4) consecutive hours of overtime and double time (2X) for all hours worked on the second or subsequent day of rest provided the days of rest are consecutive.
  - (iii) subject to Article 18.08 in lieu of (i) and (ii) above, at the request of the employee, the Employer will grant equivalent leave with pay at the appropriate overtime rate to be taken at a time mutually agreeable to the Employer and the employee.
- (b) "First day of rest" is defined as the twenty-four (24) hour period commencing at midnight of the calendar day on which the employee completed his/her last regular shift, and
- (c) When the first and second or subsequent day of rest are consecutive, "second or subsequent day of rest" is defined as the period immediately following expiration of the first day of rest and ending at the time of commencement of the employee's next regular shift.

24.05 Where an employee is required to work two (2) or more hours of overtime immediately following his/her regularly scheduled hours of duty, and, because of the operational requirements of the service, the employee is not permitted to leave his/her place of work, the Employer will either provide the employee with a meal or meal allowance equal to the amount of the Dinner in accordance with the Duty Travel, Meals and Incidental Expenses (Article 41).

### **ARTICLE 25 - PAY**

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

25.02 Employees will be paid every two (2) weeks with up to a one (1) week processing time following the end of the pay period. Payment will be by cheque or direct deposit according to the operation of the Employer's pay system.

- (a) Employees shall be paid on every second Friday.
- (b) In the event there is delay in paying employees, emergency cheques will be issued to the extent of wages earned during that pay period.

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

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

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

25.04 When an employee is appointed to a new position he/she shall be paid:

- (a) If the appointment constitutes a promotion as defined in Article 2.01(aa) an increase in salary that is nearest to but not less than the difference between Step 1 and Step 2 of the new pay range.
- (b) If the appointment constitutes a transfer, at the rate nearest to, but not less than his/her former rate of pay; or
  - (i) where the employee agrees to accept a transfer to a position, the maximum rate of pay of which is less than his/her present rate of pay, the employee will continue to receive his/her normal rate of pay, which will be red circled. When the maximum rate of pay of his/her new position exceeds the red circled amount, he/she shall then follow the pay scale for the new position at the maximum amount.
- (c) If the appointment is as a result of the employee's successful application for a position, the maximum rate of pay of which is equal to or less than that of the employee's present position, the employee shall be paid at a level in the appropriate pay range for the new position that is commensurate to the employee's qualifications and experience for the position.

25.05 Notwithstanding the provisions of Clause 25.01 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/she shall be paid as the present incumbent of that position in a holding range which will permit him/her to be paid at a salary which is nearest to and not less than his/her present maximum salary.

- (a) Where an employee accepts a transfer or training that would put him/her in a position nearer to the position before it was reclassified, he/she shall continue to be paid in the holding range.
- (b) For the purposes of this Article, a present incumbent is an employee who, subject to the above provisions, continues to receive the annual and negotiated increases for the range of the position before it was reclassified downwards.

Acting Pay

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

Salary Increases

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

Garnishee

- 25.08 The Employer shall not dismiss, suspend, layoff, demote or otherwise discipline an employee on the grounds that garnishment proceedings may be or have been taken with respect to an employee.

Pay Recovery

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

The Employer may make deductions when requested, in writing, by the Employee to do so.

**ARTICLE 26 - REPORTING PAY**

- 26.01 If an employee reports to work on his/her regularly scheduled workday and there is insufficient or no work available he/she is entitled to four (4) hours pay at the straight time rate.
- 26.02 If an employee is directed to report for work on a day of rest or on a designated paid holiday, and there is insufficient work available, he/she shall be entitled to four (4) hours of work at the appropriate overtime rate. When no work is available he/she shall receive compensation to four (4) hours pay at the appropriate overtime rate.
- 26.03 If an employee is directed to report for work outside of his/her regularly scheduled hours, he/she shall be paid the greater of:
- (a) compensation at the appropriate overtime rate; or
  - (b) compensation equivalent to four (4) hours pay at the straight time rate.

**ARTICLE 27 - CALL BACK PAY**

- 27.01 When an employee is recalled to a place of work for a specific duty, he/she shall be paid the greater of:
- (a) compensation at the appropriate overtime rate; or
  - (b) compensation equivalent to four (4) hours' pay at the straight time rate.
- Subject to Article 18.08 compensation for call back shall be made either in cash or compensatory leave. If compensatory leave is chosen by the employee, it shall be taken at a time mutually agreeable to the Employer and employee.
- 27.02 When an employee reports to work for which he/she has been recalled under the conditions described in Article 27.01 and is required to use transportation services other than normal public transportation service, he/she shall be paid the actual cost of commercial transportation each way, provided that a claim in excess of five dollars (\$5.00) be accompanied by a receipt.
- (a) Where the employee uses his/her personal motor vehicle, he/she shall be paid the appropriate distance rate specified in the Duty Travel expenses ARTICLE 41 -.
- 27.03 Except in the case of an emergency employees shall not be required to return to work on a call back. When employees do return to work on a call back, payment under this Article shall be made whether or not work is actually available and performed.
- 27.04 Subject to Article 27.03 no employee shall be disciplined for being unable to return to work on a call back.

**ARTICLE 28 - STANDBY**

- 28.01 When the Employer requires an employee to be available on standby during off duty hours, the employee shall be compensated in the following amounts:
- (a) Twenty-four dollars (\$24) per week day
  - (b) Thirty-four dollars (\$34) per Saturday
  - (c) Forty-two dollars (\$42) per Sunday or holiday.
- 28.02 An employee designated by letter or by list for standby duty shall be available during his/her period of Standby at a known telephone number and shall be available to return for duty as quickly as possible if called. In designating employees for standby the Employer will endeavour to provide for the equitable distribution of standby duties among readily available qualified employees who are normally required, in their regular duties, to perform that work.
- 28.03 An employee shall abstain from alcohol consumption while on standby duty in order that it shall not impair his/her working abilities.
- 28.04 No standby payment shall be granted if an employee is unable to report for duty when required.
- 28.05 An employee on Standby who is required to report for work shall be paid, in addition to the standby pay:
- (a) For the first time reporting for work within a twelve (12) consecutive hour standby period, the appropriate overtime rate for all hours worked, subject to a minimum payment of four (4) hours pay at the straight-time rate.
  - (b) For second and subsequent times reporting for work within a twelve (12) consecutive hour standby period, the appropriate overtime rate for all hours worked, subject to a minimum payment of one (1) hour's pay at the applicable overtime rate each time he/she reports.
- 28.06 Except in the case of an emergency, standby schedules shall be posted fourteen (14) days in advance of the starting date of the new shift schedule.
- 28.07 No disciplinary action will be taken against an employee who is not available for Standby Duty provided he/she provides at least twenty-four (24) hours advance notice to his/her Manager, or a reasonable explanation acceptable to the Employer.
- 28.08 An employee on standby shall use the Employer's vehicle subject to the Employer's vehicle use policy.

**ARTICLE 29 - SHIFT WORK**

29.01 There shall be no shift work.

**ARTICLE 30 - VACANCIES AND JOB POSTINGS**

30.01 Every vacancy for positions expected to be of more than six (6) months' duration and every newly created position shall be posted on the Union notice Board. The job posting shall state the job classification, rate of pay, shift, and required qualifications of the job. An employee who wishes to apply for a position so posted shall do so on or before the closing date as advertised on the posting.

30.02 Seniority shall be the governing factor in determining promotions, demotions, order of layoff and order of recall, and filling of jobs after posting, providing that the most senior employee possesses the required qualifications and ability to perform the normal requirements of the job.

(a) Ability to do the job means ability to perform the normal requirements of the job following an appropriate familiarization period or following an appropriate training and trial period of one (1) month duration.

(b) Within the one (1) month familiarization period as specified in (a) above, the employee may notify the Employer of his/her desire to revert to his/her former position. The Employer shall facilitate this request within a reasonable period of time.

30.03 No employee shall be transferred to a position outside the bargaining unit without his/her consent. If an employee is transferred to a position outside the bargaining unit, he/she shall retain his/her seniority accumulated up to the date of leaving the unit, but will not accumulate further seniority. Such employee shall have the right to return to a position in the bargaining unit consistent with his/her seniority accumulated up to the date of transfer outside the unit.

30.04 No employee shall be transferred to another position within the bargaining unit without his/her consent.

30.05 New employees shall not be hired when there are employees on layoff who are qualified and willing to perform the job.

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

**ARTICLE 31 - TERM AND CASUAL POSITIONS**

31.01 No term position shall have a stated term of more than two (2) years.

- 31.02 A series of term employees shall not be used instead of hiring an indeterminate employee where indeterminate funding is available.
- 31.03 A casual employee is a member of the Bargaining Unit. If the casual employment exceeds four (4) months on a full-time basis, the employee shall be considered a term employee for a term not to exceed one (1) year and shall be entitled to all benefits in this Agreement from the date the employee becomes a term employee.
- 31.04 A series of casual employees shall not be used instead of hiring a term employee where funding for more than four (4) months is available.

### **ARTICLE 32 - JOB DESCRIPTION**

- 32.01 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 job description of the position to which he/she or she is assigned.
- 32.02 Upon written request, an employee shall be given a complete and current job description and responsibilities of his or her position.
- 32.03 A valid driver's license is required for an employee to drive Employer vehicles for performance of the employee's duties. Employees shall be required to produce a valid driver's license status when asked to do so by the Employer. The onus is on the Employee to inform the Employer of any changes to the status of their driver's license.

### **ARTICLE 33 - CLASSIFICATION**

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

### **ARTICLE 34 - EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEES FILES**

- 34.01 When a formal review of an employee's performance is made, the employee concerned shall be given the opportunity to discuss then sign the review form in question to indicate that its contents have been read and understood. The employee shall also be given the opportunity to provide written comments to be attached to his/her performance appraisal and may use the grievance procedure in Article 36 to correct any factual inaccuracies in his/her performance appraisal.

- 34.02 The formal review of an employee's performance shall also incorporate an opportunity for the employee to state his/her career development goals and request any training, in service training, retraining, or any facets of career development which may be available.
- 34.03 The Employer agrees not to introduce as evidence in the case of promotional opportunities or disciplinary action any document from the file of an employee, the existence of which the employee was not made aware, by the provision of a copy thereof at the time of filing or within five (5) working days thereafter.
- 34.04 The Employer's representative who assesses an employee's performance must have observed the employee's performance for at least one-half (½) of the period for which the employee's performance is evaluated.

#### Employee File

- 34.05 Any document or written statement related to disciplinary action which may have been placed on the Personnel file of an employee shall be removed from the Personnel file after two (2) years have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.
- 34.06 Upon written request of an employee, the Personnel file of that employee shall be made available for his/her examination at reasonable times in the presence of an authorized representative of the Employer. Twenty-four (24) hours' notice will be given.
- 34.07 Only one file per employee for the purposes of performance evaluation or discipline shall exist.
- 34.08 The Employer agrees that communications between an employee and his/her representative are privileged and confidential. The Employer shall not ask questions of the representatives on confidential matters and the representative shall not be forced to testify against an employee.

### **ARTICLE 35 - SUSPENSION AND DISCIPLINE**

- 35.01 The Employer shall have the right to suspend with or without pay and/or discharge an employee for just and sufficient cause. Prior to suspending or discharging an employee, the Employer shall examine several factors such as the seriousness of the offence, the employees length of service, and other relevant mitigating factors.
- 35.02 When employees are to be suspended or discharged from duty, the Employer shall notify the employee in writing of the reasons for such suspension or discharge within at least twenty-four (24) hours of the suspension or discharge in sufficient detail that the employee may defend himself/herself against it.
- 35.03 The Employer shall notify the local representative of the Union and the Nunavut Employees Union Service Officer that such suspension or discharge has occurred or is to occur.

- 35.04 When employees are required to attend a meeting where a disciplinary decision concerning them is to be taken by the Employer, or a representative of the Employer, the employees are entitled to have, at their request, a representative of the Union attend the meeting.
- 35.05 The Labour/Management Committee shall meet to review any matter being referred to arbitration and shall attempt to resolve the matter within four (4) days. Failing a suitable resolution, the matter will proceed to Arbitration.
- 35.06 Where an employee is required to attend a meeting with the Employer to deal with matters that are of a disciplinary nature, the employee shall have the right to have a representative of the Union in attendance. The Employer must advise the employee of his/her right to be accompanied by his/her representative at least one day in advance of said meeting.

### **ARTICLE 36 - CIVIL LIABILITY**

- 36.01 If an action or proceeding is brought against any employee or former employee covered by this Agreement for an alleged tort committed by him/her in the performance of his/her duties, then:
- (a) The employee, upon being served with any legal process, or upon receipt of any action or proceeding as herein before referred to, being commenced against him/her must advise the Manager of any such notification or legal process;
  - (b) The Employer shall pay any damages or costs awarded against any such employee in any such action or proceedings and all legal fees provided the conduct of the employee which gave rise to the action did not constitute a wilful breach or negligence of his/her duty as an employee;
  - (c) The Employer shall pay any sum required to be paid by such employee in connection with the settlement of any claim made against such employee provided the conduct of the employee which gave rise to the action did not constitute a wilful breach or negligence of his/her duty as an employee;
  - (d) Upon the employee notifying the Employer in accordance with paragraph (a) above, the Employer shall appoint counsel;
  - (e) Nothing in this section will interfere with the right of the Employer to defend itself or the employee.

### **ARTICLE 37 - ADJUSTMENT OF DISPUTES**

- 37.01 Grievances shall be settled according to the following procedures for adjustment of disputes and arbitration.
- 37.02 If he/she so desires, an employee may be assisted and represented by the Union when presenting a grievance at any level.

- 37.03 An employee who wishes to present a grievance at any prescribed level in the grievance procedure, shall transmit this grievance in writing to the first level of management stating the matters giving rise to the grievance, provisions of the Agreement violated, and the redress sought. The Employer shall provide a receipt for the grievance.
- 37.04 A grievance of an employee shall not be deemed to be invalid by a reason only of the fact it is not in accordance with the form supplied by the Employer.
- 37.05 The Employer shall accept grievances transmitted electronically from the Union only:
- (a) if the Union obtains written confirmation from the Employer that the Employer has received the grievance and this written confirmation is obtained prior to the expiry of the time limits set out in this Article; and
  - (b) the Union provides the Employer with a copy of the original grievance within the time limits set out in this Article.
- 37.06 Except as otherwise provided in this Agreement a grievance shall be processed by recourse to the following steps:
- (a) First Level (Assistant Manager or Maintenance Manager)
  - (b) Second Level (Housing Manager)
  - (c) Final Level (Arbitration)
- 37.07 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.
- 37.08 An employee may present a grievance to the first level of the procedure in the manner prescribed in Article 36.03 not later than fourteen (14) calendar days after the date on which he/she is notified orally or in writing or on which he/she first becomes aware of the action or circumstances giving rise to the grievance.
- 37.09 The Union shall have the right to initiate and present a grievance on matters relating to health and safety at the second level of the grievance procedure.
- 37.10 The Employer shall reply in writing to an employee's grievance within fourteen (14) calendar days at Level 1, and within thirty (30) calendar days at Level 2.
- 37.11 An employee or the Union may present a grievance at each succeeding level in the grievance procedure beyond the first level,
- (a) where the decision or settlement is not satisfactory to the grievor, within fourteen (14) calendar days after that decision or settlement has been conveyed in writing to him/her by the Employer, or

- (b) where the Employer has not conveyed a decision to the grievor within the time prescribed in Article 37.10 within fourteen (14) calendar days after the day the reply was due.
- 37.12 Where an employee has been represented by the Union in the presentation of his/her grievance, the Employer will provide the appropriate representative of the Union with a copy of the Employer's decision at each level of the grievance procedure at the same time that the Employer's decision is conveyed to the employee.
- 37.13 No employee shall be dismissed without first being given notice in writing together with the reasons therefore. When the Employer dismisses an employee, the grievance procedures shall apply except that the grievance may be presented at the Second Level.
- 37.14 The Union shall have the right to initiate and present a grievance in writing on any matter to any level of management specified in the grievance procedure. The Employer shall have the right to initiate a grievance, and present it in writing to the Union Representative. This shall be deemed to have fulfilled the Level 2 requirement. Onus placed upon the Employer throughout this Section shall be placed upon the Union in this instance and the same time limits shall apply.

Grievances shall be initiated under this clause not later than fourteen (14) calendar days after the date on which the other party first becomes aware of the action or circumstances giving rise to the grievance.

- 37.15 An employee shall have the right to present a grievance on matters relating to the application or interpretation of this Agreement provided he/she first obtains the authorization of the Union prior to presenting such grievance.
- 37.16 An employee may, by written notice to the Housing Manager, withdraw a grievance provided that, where the grievance is one arising out of the application or interpretation of this Agreement his/her withdrawal has the approval, in writing, of the Union.
- 37.17 The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the employee, and where appropriate, the Union Representative.
- 37.18 No proceedings under this Article are invalid by reason of any defect of form or any technical irregularity.

#### Arbitration

- 37.19 Should the grievance not be resolved following Level 2 either party may, by written notice to the other party, refer the matter to arbitration.
- 37.20 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.

- 37.21 If mutual agreement is not reached by the parties to choose a single arbitrator within thirty (30) calendar days from the date that either party receives notification of a wish to proceed to arbitration, then the Minister of Labour shall be asked to appoint said arbitrator.
- 37.22 The arbitrator has all of the powers granted to arbitrators under the *Canada Labour Code* Part I in addition to any powers which are contained in this Agreement.
- (a) The arbitrator shall hear and determine the difference or allegation and shall issue a written decision and the decision is final and binding upon the parties and upon any employee affected by it.
  - (b) The award of the arbitrator shall be signed by him/her and copies thereof shall be transmitted to the parties to the dispute within three months of the hearing.
- 37.23 The Arbitrator shall not have the authority to alter or amend any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or to render any decision contrary to the terms and provision of this Agreement, or to increase or decrease wages.
- 37.24 The Employer and the Union shall each pay one-half (½) of the remuneration and expenses of the arbitrator and each party shall bear its own expenses of every such arbitration.
- 37.25 Where a party has failed to comply with any of the terms of the decision of the arbitrator, either party or employee affected by the decision may, after the expiration of thirty (30) calendar days from the date of the receipt of the decision or the date provided in the decision for compliance, whichever is later, make an application to the Federal Court to enforce the terms of the decision.
- 37.26 In addition to the powers granted to arbitrators under the Provision of the *Canada Labour Code* Part I the Arbitrator may determine that the employee has been dismissed for other than proper cause and he/she may:
- (a) direct the Employer to reinstate the employee and pay to the employee a sum equal to his/her wages lost by reason of his/her dismissal, or such less sum as in the opinion of the arbitrator is fair and reasonable; or
  - (b) make such order as he/she considers fair and reasonable having regard to the terms of this Agreement.

### **ARTICLE 38 - EMPLOYEE ASSISTANCE PROGRAM**

#### **Purpose**

- 38.01 To establish and outline the policy of the Employer in relation to employees whose alcohol and substance abuse is interfering with satisfactory work performance. Nothing in this policy replaces or negates the provisions of other policies on alcohol and substance abuse during working hours.

### Policy

- 38.02 The Employer recognizes that alcohol and substance abuse are disorders, which are preventable and amenable to treatment. The objective of this policy is to encourage employees to recognize early symptoms and patterns of alcohol and substance abuse and to provide assistance to the process of rehabilitation to the afflicted individual. The benefits and consideration that are extended to employees during an illness may be made available to those persons affected by alcohol and substance abuse for authorized absence to undergo assessment and approved treatment and hospitalization.
- 38.03 The decision to undertake treatment is the responsibility of the employee. The decision to seek treatment will not affect job security. In cases where employees refuse to recognize their problem and persist in substandard work performance or poor attendance, disciplinary action may be taken and may result in dismissal.
- 38.04 The decision to accept or reject available counselling and treatment benefits is the responsibility of the employee.
- 38.05 The employee who has an identified alcohol and substance abuse problem must accept conditions related to the rehabilitation process.
- 38.06 The employee must accept the responsibility to take positive personal action, which may involve:
- (a) referral for assessment;
  - (b) cooperation fully in any prescribed treatment and rehabilitation program; and
  - (c) active rehabilitation, which may take up to one (1) year or possibly longer and may initially involve care at a rehabilitation centre.

### Summary

- 38.07 To ensure that the Employee Assistance Program will be effective, management and employees must recognize and adhere to the following principles:
- (a) the Employer recognizes that alcohol and substance abuse are medical/psychological disorders that create social and personal problems;
  - (b) an employee who seeks advice or treatment regarding their alcohol and substance abuse problems will not be subject to penalties;
  - (c) An employee must participate fully in any prescribed treatment and rehabilitation program.
  - (d) matters pertaining to an individual seeking advice or treatment will be strictly confidential.

**ARTICLE 39 - HEALTH AND SAFETY AND LABOUR/MANAGEMENT  
COMMITTEE**

39.01 A Labour/Management Committee will be formed.

39.02 Composition of the Committee:

- (a) The Committee will be comprised of two (2) representatives from the Employer and two (2) representatives from the Union, with each party choosing their respective representatives.
- (b) The Committee shall meet at the request of either party, but in any event shall meet on a quarterly basis.

39.03 Duties of the Committee shall be:

- (a) to review health and safety concerns of the employees and/or the Employer;
- (b) to review employee and/or Employer issues;
- (c) to review other matters of mutual interest suggested by the employees and the Employer.

39.04 In matters of Safety and Health, the Committee will follow the following provisions:

**Right to Refuse Dangerous Work**

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

**First Aid**

- (b) The Committee should ensure that employees can obtain the assistance of a first aid attendant easily and rapidly in all workplaces.

- (i) The Committee should provide first aid kits in all establishments, including third party premises, keep the said kits in good condition and make them accessible and available to employees at all times.
- (ii) A list of all first aid attendants and the locations in which they may be found shall be posted in all establishments as determined by the Committee.

#### First Aid Training

- (c) The Employer will encourage employees to take first aid courses and will assume the costs of such courses and also the costs of refresher courses required to maintain the validity of a certificate. Employees taking first aid training shall be granted leave with pay for the duration of the courses.

#### Transportation of Injured Workers

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

#### Occupational Health Examinations

- (e) Where the Employer requires an employee to undergo an occupational health examination by a qualified practitioner within Iqaluit, chosen by the employee, the examination will be conducted at no expense to the employee. Employees shall be required to take an annual tuberculosis test and additional examinations at other times if the Employer has reasonable grounds to be concerned about an employee's exposure. Employees are also encouraged to have an annual medical check-up and will be provided with paid time off for this purpose at a time approved by the Employer.
  - (i) An employee shall be granted leave with pay to attend the examination and the Employer will pay any medical test cost for the examination
  - (ii) All occupational health information, forms and records transmitted or used in connection with these occupational health examinations will be conveyed to the employee involved and maintained by the Employer in a confidential location.

#### Protective Clothing and Equipment

- (f) The Employer shall provide and pay for all protective devices, clothing and other equipment necessary to properly protect employees from injury and unhealthy conditions. The Employer shall make provisions for the proper cleaning and

maintenance of all safety equipment, devices and clothing at no cost to the employees.

#### The Right to Know Hazard Identification

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

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

- 39.06 The Committee shall conduct such investigations as may be necessary to determine the circumstances surrounding work injuries and health hazards arising. Such investigations shall be conducted in the presence of Committee members.
- (a) Reports of these investigations shall be submitted to the Committee as well as to the Union Representative and the Employer, who may request further information from the person(s) who conducted the investigation.
  - (b) If the Employer receives a copy of the report of injury it shall be passed on to the Union.
- 39.07 The work environment will be monitored and where a problem is perceived by the Committee it shall be investigated and remedied as appropriate.

#### Provision of Legislation or Employer's Policies

- 39.08 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 the *Safety Act* and Regulations and any Employer policies on health and safety.

#### Video Display Terminals

- 39.09 The Employer shall not use in the workplace any video display terminal that is not approved by the Canada Standards Association.

### **ARTICLE 40 - PAY FOR TRAVEL ON BEHALF OF EMPLOYER**

- 40.01 Where an employee is required to travel on behalf of the Employer, he/she shall be paid:
- (a) when the travel occurs on a regular workday, as though he/she were at work for all hours travelled;
  - (b) when the travel occurs on a day of rest or designated paid holiday, at the applicable overtime rate for all hours travelled, with a minimum of four (4) hours pay at the straight time rate and a maximum of eight (8) hours at the applicable overtime rate.

- 40.02 For the purpose of this Article, hours travelled includes a one (1) hour check in period at airports, bus depots, or train stations, as well as a one (1) hour checkout period at each overnight stopover and at the final destination. Hours travelled also include time spent waiting for connecting flights, trains or buses, but is exclusive of overnight stopovers.
- 40.03 The Employer will make every reasonable effort to restrict travel outside of Iqaluit that requires absence from home beyond a period which includes two (2) weekends.
- 40.04 Where an employee is absent from home on a designated paid holiday or day of rest and does not work, he/she shall receive cash payment at time and one-half (1½) his/her rate of pay or be granted Compensatory leave.
- 40.05 The above entitlements shall not apply to an apprentice while traveling to or from trades school on a day of rest or designated paid holiday or while in attendance at trades school.

#### **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. Where meals are not included on a hotel bill, reimbursement will be made for meal allowances based on the per diem rates and incidentals in effect as published by the Treasury Board of Canada. Upon request from an employee, the Employer shall provide the employee with information on the current allowances.

#### **ARTICLE 42 - TRADES**

##### Application

- 42.01 The provision of this Article shall apply to all Maintenance positions.

##### Wash Up Time

- 42.02 Maintenance employees shall be permitted paid wash up time to a maximum of ten (10) minutes at the conclusion of each shift.

##### Work Clothing and Protective Equipment

- 42.03 Where the following Articles are required by the Employer or the Workers' Safety and Compensation Commission:

- (i) Hard hats
- (ii) Aprons
- (iii) Welding goggles
- (iv) Dust protection

- (v) Eye protection, except prescription lenses
- (vi) Ear protection
- (a) The Employer shall supply new employees with the Articles of equipment as required;
- (b) The Employer shall supply employees moving to another department with the Articles of equipment they require and that they do not possess at time of move.

42.04 The Employer shall replace these Articles mentioned in Clause 42.03 as required when they are presented worn or damaged beyond repair by an employee, at no cost to the employee.

#### Personal Protective Clothing

42.05 (a)(i) An annual allowance to a maximum of one thousand dollars (\$1000.00) will be provided to those full-time and part-time Maintenance employees and two hundred seventy-five dollars (\$275.00) for those full-time and part-time Administration employees for the purchase of personal protective clothing most-suitable for seasonal Arctic conditions:

- Safety footwear which shall be mandatory in maintenance positions
- Coveralls
- Winter clothing
- Gloves.

(ii) Effective July 1st, 2024, these amounts are increased to twelve hundred (\$1,200.00) and three hundred twenty five (\$325.00) dollars respectively.

(b) The Employer will establish a list of preferred supplier(s) from whom the employees may purchase personal protective clothing, under the following conditions:

- (i) Employees will be provided with a list of personal protective clothing which is authorized for purchase;
- (ii) Purchases will be charged to the Employer's account with the supplier; and,
- (iii) With the approval of the Employer, an Employee may purchase authorized personal protective clothing from another supplier.

#### Adverse Weather Conditions

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

Tools

- 42.07 New journeyman and apprentice employees are required to supply their own journeyman tool kit.
- (a) When an employee, including an apprentice, presents a worn out or broken tool, which he/she uses in the regular performance of his/her work, to the Manager for verification, the Employer agrees to replace such tool with a tool of similar quality.
  - (b) Lost tools shall be replaced by the employee except that the Employer shall assist employees in the purchase of such tools by purchasing them in the Housing Authority's name and selling them to the employee at the Employer's cost price.
  - (c) In situations where highly specialized tools not normally associated with a journeyman's tool kit are required, they will be provided by the Employer, who will retain ownership of them.

**ARTICLE 43 - APPRENTICES**

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

- (a) The *Apprenticeship, Trades and Occupational Certification Act* and pursuant regulations shall apply to all apprentices. A copy of the applicable regulations shall be supplied to the apprentice upon appointment.
- (b) Apprenticeship Training programs shall be those designated under the *Apprenticeship, Trade and Occupations Certification Act*.
- (c) Pay increases shall not be automatic but will be based upon levels of certification issued by the Apprentices Branch and shall be effective from the date of certification.
- (d) Apprentice rates will be based on a percentage of the appropriate Journeyman rate as follows:

<u>Four year training program</u>		<u>Three year training program</u>	
Year 1	55%	Year 1	60%
Year 2	65%	Year 2	70%
Year 3	75%	Year 3	80%
Year 4	85%		
<u>Two year training program</u>		<u>One year training program</u>	
Year 1	65%	Year 1	70%
Year 2	80%		

- (e) Notwithstanding (d) above or the Step increases referred to in Appendix “A”, Apprentices shall be paid the greater of the applicable Apprentice rate or the entry rate for a Trades Helper
- (f) The Employer will pay the following expenses of the apprentice while attending trade courses:
  - (i) a completion bonus on successful completion of each year of training equal to the difference between the EI payment and an employee’s regular wage rate for the time of school attendance.
  - (ii) a top up to one hundred percent (100%) of accommodations, after applying funding available to the Apprentice from all other sources for the purpose of accommodations. Where the Employer contributes to accommodation, it will be entitled to make the necessary arrangements.
  - (iii) telephone call for the purposes of arranging accommodations beforehand and for calling the employee’s headquarters while on course
  - (iv) personal phone calls, when supported by proper receipts, in the amount of one (1) call per week not to exceed fifteen (15) minutes each.
- (g) Apprentices shall be entitled to the benefits and terms and conditions of employment of this collective agreement while working and while on course.
- (h) Upon successful completion of the Apprenticeship program, the Employer will make every reasonable effort to provide the apprentice with a permanent full time position in the area of their trade. All time spent as an apprentice shall count towards continuous employment.
- (i) Where an apprentice fails after one (1) attempt plus any resulting supplemental examinations the employee may be entitled to write to successfully complete a trade training course, a recommendation may be made to the Board of Directors of the Employer to cancel his/her contract and the apprentice may be terminated, but the Employer will make every reasonable effort to continue to employ that employee elsewhere in their organization.
- (j) Up to two (2) apprentices at any time may be employees with a maximum term of five (5) years for the purpose of developing journeymen for the region. Term employees on this program may be terminated on acquiring their journeyman status or at the end of their term of appointment to permit new employees to be taken into training. A layoff according to the term of this Agreement may occur at an earlier date if funding is not available to continue their employment. Term employees on this program will be advised in writing of these conditions upon employment with a copy provided to the Union.

**ARTICLE 44 - PRESENT CONDITIONS AND BENEFITS**

44.01 The Northern Employee Benefits Services (NEBS) Pension Plan is a term and condition of employment for all eligible employees.

Insurance plans

44.02 The Northern Employee Benefits Services (NEBS) Group Benefit Plan (i.e. Basic Group Life Insurance; Accidental Death, Disease & Dismemberment; Dependents Insurance; and Long Term Disability) and Short Term Disability (Weekly Indemnity) plan are terms and conditions of employment for all eligible employees.

44.03 The Northern Employee Benefits Services (NEBS) Extended Health Care and Dental Insurance plans are optional plans available to each individual eligible employee.

44.04 The Employer shall advise the pension plan and insurance plans administrator of any adjustments to earnings subject to these plans, terminations of employees covered by these plans, new eligible employees under these plans, and other required data as determined by these plans with a reasonable period.

44.05 The Employer shall remit all required contributions and premiums for the plans under this Article with a reasonable period, and shall forward all claims under these plans in a timely manner.

44.06 The Employer shall distribute to all employees eligible for coverage under the plans in this Article all literature, statements and materials produced by NEBS and the insurers, which are intended for distribution to the employees. New eligible employees shall be provided with plan booklets upon hire (provided NEBS has supplied booklets to the Employer) and shall be enrolled in a timely manner.

Benefits

44.07 Employees who have been issued vehicles by the Employer for the purpose of their employment shall be allowed to use the Employer's vehicle for transportation to work and back before and after work as well as the meal period under the following conditions:

- (a) The vehicle is not to be used for any private use other than that stated above.
- (b) No passengers, other than other employees shall be allowed except with the express approval of Management.
- (c) The employees acknowledge that this is a taxable benefit and agree to pay said taxes as required.
- (d) No person other than the employee to whom the vehicle is issued shall operate the vehicle without the express authorization of the Employer.

- (e) Any employee found to be abusing the vehicles or this privilege or violating any of these rules will forfeit this privilege.

The Employer reserves the right to withdraw this privilege if it deems it necessary to do so.

44.08 Employees who are required to bring an employer vehicle home between November 1<sup>st</sup> and March 31<sup>st</sup> for the purposes of standby, upon submission of a claim, shall be paid a non-taxable allowance to offset the cost of power for vehicle plug-in where the employee is responsible for paying the cost of electricity as follows:

- (a) Five dollars (\$5.00) per day for employees who reside in public housing; and
- (b) Ten dollars (\$10.00) per day for other employees.

#### **ARTICLE 45 - WEATHER CONDITIONS**

45.01 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.

45.02 Where weather conditions are such that an employee is unable to report to work as a result of adverse weather conditions, he/she shall be paid as if he/she had worked.

45.03 When employees including Casual Workers report to work and then are directed by the Employer to go home due to weather conditions, they shall be paid their full day's pay. The parties recognize in these circumstances that alternative duties are usually available such as work in the shop or office and in most cases these alternatives are appropriate to deal with adverse weather that prevents performance of other work provided that there is no imminent danger of road closure.

#### **ARTICLE 46 - LANGUAGE BONUS**

46.01 The Employer shall notify the employee and/or the Union that a position has been designated bilingual (i.e. present incumbent, vacant position and newly created position) eighteen (18) months in advance for the purpose of review and consultation with the Union.

46.02 The Employer agrees that a unilingual employee in a position designated as bilingual retains that position. The employee may at his/her option be provided by the Employer with language training to meet the requirements of a bilingual position.

46.03 An employee may, at his/her own option, choose to transfer to another position in order to assist in the filling of this position with a person who better meets the revised qualifications. Should the Employer agree to such a transfer, that employee shall suffer no loss in pay even if the position transferred to carries with it a lower pay rate.

Language Bonus

- 46.04 (a) Where a full-time or part-time employee is required on a day to day operation on the job speaks more than one of the official languages of Nunavut shall be paid an annual language bonus of one thousand five hundred dollars (\$1,500.00) to be paid in two lump sum bonus cheques in mid-July and mid-December. The Labour/Management Committee will meet to review the entitlement to ensure that the day to day requirement is consistently applied.
- (b) The Labour/Management Committee will meet to review the entitlement to ensure that the day to day requirement is consistently applied.
- (c) For employees with less than one (1) year of service, the language bonus will be prorated to the hours worked since the beginning of their employment.

**ARTICLE 47 - FAMILY ABUSE AND DOMESTIC  
VIOLENCE LEAVE**

- 47.01 (a) Every employee who experiences acts of family violence or abuse or who is the parent of a dependant child who experiences acts of family violence is entitled to and shall be granted a leave of absence from employment with pay up to five (5) days and an additional leave without pay for up to five (5) days per fiscal year, in order to enable the employee, in respect of such violence or abuse:
- (i) to seek medical attention for themselves or their child in respect of a physical or psychological injury or disability;
  - (ii) to obtain services from an organization which provides services to persons experiencing family violence;
  - (iii) to obtain psychological or other professional counselling;
  - (iv) to relocate temporarily or permanently; or,
  - (v) to seek legal or law enforcement assistance or to prepare for or participate in any civil or criminal legal proceeding.
- (b) An employee is not entitled to a leave of absence with respect to any act of family violence if the employee is charged with an offence related to that act or if it is probable, considering the circumstances, that the employee committed that act.
- (c) The leave of absence may be taken in one or more periods.
- (d) The Employer may request the employee to provide documentation to support the reasons for the leave. All personal information concerning family abuse will be kept confidential in accordance with relevant legislation and shall not be disclosed to any other party without the employee's written agreement, or as may be required by law.

- (e) There shall be no carry-over of unused Family Abuse Leave from one fiscal year to the next.

**ARTICLE 48 - HOUSING ALLOWANCE**

- 48.01 (a) Full-time or part-time employees who own private housing or who are the principal tenant or lessee, or renter of private accommodation shall receive:
    - (i) A Housing Allowance of five hundred seventy-five dollars (\$575.00) per month.
    - (ii) A utility allowance of three hundred twenty-five dollars (\$325.00) per month providing full utilities are being paid by the employee.
    - (iii) A prorated reduction in these allowances will be applied for time an employee is absent without leave, absent on a disciplinary suspension, or absent on an approved leave without pay.
  - (b) Employees requesting these allowances shall provide proof satisfactory to the Employer of ownership/tenancy in their name.
  - (c) These allowances shall be paid to full time in twenty-six (26) equal parts as a part of the employee's regular pay cheque. The allowance of part time employees may be calculated on an hourly basis.
- 48.02 Full-time or part-time employees living in public housing shall receive the housing allowance when their rent reaches the "economic rent" level.

**ARTICLE 49 - SETTLEMENT ALLOWANCE**

- 49.01 The Employer agrees to pay each employee a settlement allowance in the amount of seven thousand five hundred dollars (\$7500) per year. A prorated reduction in this allowance will be applied for time an employee is absent without leave, absent on a disciplinary suspension, or absent on an approved leave without pay.
- 49.02 The Annual Settlement Allowance Entitlement shall be paid to full-time employees in twenty six (26) equal parts as a part of their regular pay cheque. The settlement allowance of part time and casual employees may be calculated on an hourly basis.
- 49.03 The amount of settlement allowance shall be clearly identified on the employees pay stub.

**ARTICLE 50 - TECHNOLOGICAL CHANGE**

- 50.01 Both parties recognize the overall advantages of technological change. Therefore, both parties will encourage and promote technological change and improvements.

- 50.02 With this view, and recognizing the extensive lead time required for the selection, provision and installation of new equipment, software or materials, the Employer agrees to provide at least one hundred and twenty (120) days' notice to the Union of any major technological change which would result in changes in the employment status or in this Agreement.
- 50.03 Where the Employer has notified the Union that it intends to introduce technological change, the parties undertake to meet within ninety (90) days for consultations in an effort to reach agreement on solutions and administrative procedures to deal with problems arising from the intended technological change.
- 50.04 The Employer shall make every reasonable effort to continue to employ employees who would otherwise become redundant because of technological change.
- 50.05 In cases where employees may require retraining the Employer will make every reasonable effort to offer suitable training courses at no expense to employees.

### **ARTICLE 51 - OUTSIDE EMPLOYMENT**

- 51.01 When an employee wishes to carry on any business or employment outside his/her regularly scheduled hours of duty he/she 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.
- 51.02 When the Employer does not consent to an employee's engagement in business or employment outside his/her regularly scheduled hours of duty such employee will be notified in writing together with the reason for withholding such permission and recourse to the grievance procedure may be taken.
- 51.03 Employees are prohibited from carrying on any business or employment outside their regularly scheduled hours of duty when such business or employment is such that:
- (a) a conflict of duties may develop between an employee's regular work and his/her outside interests; and
  - (b) certain knowledge and information available only to Housing Authority personnel place the individual in a position where he/she can exploit the knowledge or information for personal gain.
  - (c) the outside business or employment in any way interferes with the employee's ability to complete his/her duties with the Employer.

### **ARTICLE 52 - CONTRACTING OUT**

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

**ARTICLE 53 - LAYOFF AND JOB SECURITY**

- 53.01 Layoffs will be made, when necessary, on the basis of reverse order of seniority and classification of work.
- (a) In order to minimize the adverse effects of Layoff, the Employer will provide retraining when practicable for any vacancies the employer may have available at the time of layoff or during the nine (9) month period following layoff.
  - (b) A person ceases to be on layoff and his/her employment shall be terminated if he/she is not appointed to a position within nine (9) months from the date on which he/she was laid off.
- 53.02 (a) Before a full-time or part-time employee is laid off, they shall be given written notice (or pay in lieu thereof) of not less than:
- (i) Four (4) weeks, if the employee has been employed by the Employer for less than five (5) years, and
  - (ii) Eight (8) weeks, if the employee has been employed by the Employer for five (5) years or more.
- (b) A copy of the notice shall be provided to the Union at the same time that it is sent to the Employee;
  - (c) every employee subject to layoff 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/her presence is so required.
- 53.03 The Employer may retrain employees who would otherwise become redundant as a result of Employer planned termination and such retraining shall commence as soon as possible.

**Recall**

- 53.04 Recall from a layoff will be made on the basis of seniority and classification of work.
- 53.05 The Employer shall give notice of recall personally or by registered mail.
- (a) Where notice of recall is given personally, the Employer shall deliver in duplicate a letter stating that the employee is recalled. In this instance, notice of recall is deemed to be given when served.
  - (b) Where notice of recall is given by registered mail, notice is deemed to be given three (3) days from the date of mailing.

- 53.06 The employee shall return to work within ten (10) working days of receipt of notice of recall, unless, on reasonable grounds, he/she is unable to do so, but in any event he/she shall return to work within 28 calendar days.

Probation

- 53.07 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.

Abandonment

- 53.08 When an employee has abandoned his/her position, as defined by this Agreement, the abandonment will be considered a termination of employment by the employee.

**ARTICLE 54 - SEVERANCE PAY**

Layoff

- 54.01 An employee who has one (1) year or more of continuous employment and who is laid off is entitled to be paid Severance Pay.
- 54.02 Subject to the following provisions of this Article, the amount of Severance Pay shall be two (2) weeks' pay for the first complete year of continuous employment, two (2) weeks' pay for the second complete year of continuous employment and one (1) week's pay for each succeeding complete year of continuous employment.
- 54.03 Severance pay under this Article shall not exceed a total of eighteen (18) weeks.
- 54.04 This Article will come into effect April 1, 1990 at which time all employees will begin to accumulate length of service for the purposes of this Article. Length of service will therefore will not equate to the taken on strength date of the employee.

**ARTICLE 55 - ULTIMATE REMOVAL ASSISTANCE**

- 55.01 Employees hired prior to April 1, 1991 who have been provided with removal assistance upon initial appointment will be entitled to the benefits of this Article. Employees hired on or after April 1, 1991 will not be eligible for any of the provisions of this article.
- 55.02 Locally hired employees hired prior to April 1, 1991 who have ten (10) full years of employment or more at time of termination of his/her employment and certifies his/her intention of leaving the Northwest Territories or Nunavut or moving to another settlement within the Northwest Territories or Nunavut within thirty (30) days of termination except in extenuating circumstances approved by the Employer will be entitled to Ultimate Removal Assistance of two thousand dollars (\$2,000.00) for the employee and each of his/her dependants.

- 55.03 Laid off employees, at the time his/her seniority and employment are terminated according to Article 53.01, shall be eligible for one hundred percent (100%) of ultimate removal assistance regardless of length of service.
- 55.04 The dependants of a deceased employee shall be eligible for one hundred percent (100%) ultimate removal regardless of length of service.
- 55.05 In the case of an employee who has received annual leave travel assistance in the same half of fiscal year in which the ultimate removal is claimed, the approved total of removal assistance will be reduced by the amount of the received annual leave travel assistance.

### **ARTICLE 56 - REOPENER OF AGREEMENT AND MUTUAL DISCUSSIONS**

#### Reopener of Agreement

- 56.01 This Agreement may be amended by mutual consent.

#### Mutual Discussions

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

### **ARTICLE 57 - DURATION AND RENEWAL**

- 57.01 The term of this Agreement shall be from July 1, 2020 to June 30, 2025.

All provisions of this Agreement take effect on the date of ratification, unless another date is expressly stated.

- 57.02 Notwithstanding the preceding, the provisions of this Agreement, including the provisions for the adjustments of disputes in Article 36, shall remain in effect during the negotiations for its renewal and until a new Agreement becomes effective.
- 57.03 Within four (4) months preceding the termination of this Agreement, either party may, by written notice, require the other party to commence bargaining collectively with a view to the conclusion, renewal or revision of the Collective Agreement.
- 57.04 Where notice to commence collective bargaining has been given under Clause 57.03, the Employer shall not without consent by or on behalf of the employees affected, increase or decrease salaries or alter any other term or condition of employment of employees in the Bargaining Unit which was in force on the day on which the notice was given until a renewal or revision of the Agreement, or a new Collective Agreement has been concluded, or an arbitral award has been handed down in accordance with Section 50 of the *Canada Labour Code* Part I.

Signed at Iqaluit, Nunavut this 7th day of December, 2023.

On behalf of the  
Iqaluit Housing Authority



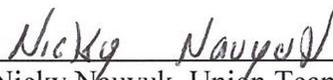
Eiryn Devereaux,  
Bargaining Team Member

  
Juanie Pudluk,  
Bargaining Team Member  
Jimmy Main  
Bargaining Team  
Sandra MacKenzie  
IHA Negotiator

On behalf of the  
Public Service Alliance of Canada



Josee-Anne Spirito  
PSAC Regional Executive Vice  
President - North

  
Nicky Nauyuk, Union Team Member  
Paul Gordon, Union Team Member

Jason Rochon  
NEU President



Laneydi Martinez Alfonso  
PSAC Negotiator

**APPENDIX A – RATES OF PAY**

Rates of Pay – July 1, 2020 -1.50% increase						
Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b><u>Administrative Positions</u></b>						
TRO	\$36.51	\$37.41	\$38.36	\$39.31	\$40.31	\$41.30
Administration Officer	\$34.29	\$35.87	\$37.10	\$38.53	\$39.93	\$41.34
Administration Clerk	\$29.12	\$30.30	\$31.59	\$32.83	\$34.03	\$35.26
Finance Officer	\$37.80	\$39.53	\$40.57	\$41.68	\$42.78	\$43.88
Finance Clerk	\$31.05	\$32.00	\$32.94	\$34.00	\$34.98	\$35.96
Casual – Administration	\$20.19					
<b><u>Maintenance Positions</u></b>						
HMS	\$38.54	\$39.89	\$41.34	\$42.75	\$44.16	\$45.59
Painter	\$35.87	\$37.10	\$38.39	\$39.65	\$40.89	\$42.15
Oil Burner Mechanic	\$40.77	\$42.25	\$43.80	\$45.30	\$46.81	\$48.32
Warehouseman	\$38.39	\$39.73	\$41.12	\$42.49	\$43.85	\$45.21
Carpenter	\$38.54	\$39.89	\$41.34	\$42.75	\$44.16	\$45.59
Plumber/Electrician	\$40.77	\$42.25	\$43.80	\$45.30	\$46.81	\$48.32
Maintenance Officer	\$34.29	\$35.87	\$37.10	\$38.53	\$39.93	\$41.34
Warehouse Clerk	\$31.05	\$32.00	\$32.94	\$33.92	\$34.89	\$35.85
Trades Helper	\$28.17	\$29.09	\$30.09	\$31.09	\$32.04	\$33.01
Casual – Maintenance	\$20.19					

**Pay Notes:**

Maintenance

Employees assigned as a foreman, by the Employer, shall be paid a \$3.25 hourly allowance for the period assigned to be foreman.

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

Other

Subject to achieving satisfactory performance in accordance with Article 34, all employees shall receive an automatic increment level increase on their anniversary date of employment until they reach the top level for their classification.

All employees on strike as of date of ratification, including those on authorized leave of absence and all full time or part time indeterminate employees who retired during the life of the collective agreement, and full time or part time employees who resigned on or after January 1, 2022, shall be eligible for retroactivity. Within sixty (60) days, the Employer will apply the annual general increases forthwith and pay the retro payments to employees.

Within thirty (30) days, all employees on strike as of the date of ratification, including those on authorized leave of absence, shall receive a lump sum payment equivalent to the higher of \$3,500 or 3.5% for all hours worked in the year 2022, whichever is highest.

Rates of Pay – July 1, 2021 -1.75% increase						
Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b>Administrative Positions</b>						
TRO	\$37.15	\$38.06	\$39.03	\$40.00	\$41.02	\$42.02
Administration Officer	\$34.89	\$36.50	\$37.75	\$39.20	\$40.63	\$42.06
Administration Clerk	\$29.63	\$30.83	\$32.14	\$33.40	\$34.63	\$35.88
Finance Officer	\$38.46	\$40.22	\$41.28	\$42.41	\$43.53	\$44.65
Finance Clerk	\$31.59	\$32.56	\$33.52	\$34.60	\$35.59	\$36.59
Casual – Administration	\$20.54					
<b>Maintenance Positions</b>						
HMS	\$39.21	\$40.59	\$42.06	\$43.50	\$44.93	\$46.39
Painter	\$36.50	\$37.75	\$39.06	\$40.34	\$41.61	\$42.89
Oil Burner Mechanic	\$41.48	\$42.99	\$44.57	\$46.09	\$47.63	\$49.17
Warehouseman	\$39.06	\$40.43	\$41.84	\$43.23	\$44.62	\$46.00
Carpenter	\$39.21	\$40.59	\$42.06	\$43.50	\$44.93	\$46.39
Plumber/Electrician	\$41.48	\$42.99	\$44.57	\$46.09	\$47.63	\$49.17
Maintenance Officer	\$34.89	\$36.50	\$37.75	\$39.20	\$40.63	\$42.06
Warehouse Clerk	\$31.59	\$32.56	\$33.52	\$34.51	\$35.50	\$36.48
Trades Helper	\$28.66	\$29.60	\$30.62	\$31.63	\$32.60	\$33.59
Casual - Maintenance	\$20.54					

**Pay Notes:**

Maintenance

Employees assigned as a foreman, by the Employer, shall be paid a \$3.25 hourly allowance for the period assigned to be foreman.

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

Other

Subject to achieving satisfactory performance in accordance with Article 34, all employees shall receive an automatic increment level increase on their anniversary date of employment until they reach the top level for their classification.

All employees on strike as of date of ratification, including those on authorized leave of absence and all full time or part time indeterminate employees who retired during the life of the collective agreement, and full time or part time employees who resigned on or after January 1, 2022, shall be eligible for retroactivity. Within sixty (60) days, the Employer will apply the annual general increases forthwith and pay the retro payments to employees.

Within thirty (30) days, all employees on strike as of the date of ratification, including those on authorized leave of absence, shall receive a lump sum payment equivalent to the higher of \$3,500 or 3.5% for all hours worked in the year 2022, whichever is highest.

Rates of Pay – July 1, 2022 -2.25% increase						
Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b>Administrative Positions</b>						
TRO	\$37.99	\$38.92	\$39.91	\$40.90	\$41.94	\$42.97
Administration Officer	\$35.68	\$37.32	\$38.60	\$40.08	\$41.54	\$43.01
Administration Clerk	\$30.30	\$31.52	\$32.86	\$34.15	\$35.41	\$36.69
Finance Officer	\$39.33	\$41.12	\$42.21	\$43.36	\$44.51	\$45.65
Finance Clerk	\$32.30	\$33.29	\$34.27	\$35.38	\$36.39	\$37.41
Casual – Administration	\$21.00					
<b>Maintenance Positions</b>						
HMS	\$40.09	\$41.50	\$43.01	\$44.48	\$45.94	\$47.43
Painter	\$37.32	\$38.60	\$39.94	\$41.25	\$42.55	\$43.86
Oil Burner Mechanic	\$42.41	\$43.96	\$45.57	\$47.13	\$48.70	\$50.28
Warehouseman	\$39.94	\$41.34	\$42.78	\$44.20	\$45.62	\$47.04
Carpenter	\$40.09	\$41.50	\$43.01	\$44.48	\$45.94	\$47.43
Plumber/Electrician	\$42.41	\$43.96	\$45.57	\$47.13	\$48.70	\$50.28
Maintenance Officer	\$35.68	\$37.32	\$38.60	\$40.08	\$41.54	\$43.01
Warehouse Clerk	\$32.30	\$33.29	\$34.27	\$35.29	\$36.30	\$37.30
Trades Helper	\$29.30	\$30.27	\$31.31	\$32.34	\$33.33	\$34.35
Casual - Maintenance	\$21.00					

**Pay Notes:**

Maintenance

Employees assigned as a foreman, by the Employer, shall be paid a \$3.25 hourly allowance for the period assigned to be foreman.

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

Other

Subject to achieving satisfactory performance in accordance with Article 34, all employees shall receive an automatic increment level increase on their anniversary date of employment until they reach the top level for their classification.

All employees on strike as of date of ratification, including those on authorized leave of absence and all full time or part time indeterminate employees who retired during the life of the collective agreement, and full time or part time employees who resigned on or after January 1, 2022, shall be eligible for retroactivity. Within sixty (60) days, the Employer will apply the annual general increases forthwith and pay the retro payments to employees.

Within thirty (30) days, all employees on strike as of the date of ratification, including those on authorized leave of absence, shall receive a lump sum payment equivalent to the higher of \$3,500 or 3.5% for all hours worked in the year 2022, whichever is highest.

Rates of Pay – July 1, 2023 -3.50% increase						
Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b>Administrative Positions</b>						
TRO	\$39.32	\$40.28	\$41.31	\$42.33	\$43.41	\$44.47
Administration Officer	\$36.93	\$38.63	\$39.95	\$41.48	\$42.99	\$44.52
Administration Clerk	\$31.36	\$32.62	\$34.01	\$35.35	\$36.65	\$37.97
Finance Officer	\$40.71	\$42.56	\$43.69	\$44.88	\$46.07	\$47.25
Finance Clerk	\$33.43	\$34.46	\$35.47	\$36.62	\$37.66	\$38.72
Casual – Administration	\$21.74					
<b>Maintenance Positions</b>						
HMS	\$41.49	\$42.95	\$44.52	\$46.04	\$47.55	\$49.09
Painter*	\$39.40	\$39.95	\$41.34	\$42.69	\$44.04	\$45.40
Oil Burner Mechanic	\$43.89	\$45.50	\$47.16	\$48.78	\$50.40	\$52.04
Warehouseman	\$41.34	\$42.79	\$44.28	\$45.75	\$47.22	\$48.69
Carpenter	\$41.49	\$42.95	\$44.52	\$46.04	\$47.55	\$49.09
Plumber/Electrician*	\$44.77	\$45.50	\$47.16	\$48.78	\$50.40	\$52.04
Maintenance Officer	\$36.93	\$38.63	\$39.95	\$41.48	\$42.99	\$44.52
Warehouse Clerk	\$33.43	\$34.46	\$35.47	\$36.53	\$37.57	\$38.61
Trades Helper*	\$30.78	\$31.33	\$32.41	\$33.47	\$34.50	\$35.55
Casual - Maintenance	\$21.74					

**Pay Notes:**

Maintenance

Employees assigned as a foreman, by the Employer, shall be paid a \$3.25 hourly allowance for the period assigned to be foreman.

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

Other

Subject to achieving satisfactory performance in accordance with Article 34, all employees shall receive an automatic increment level increase on their anniversary date of employment until they reach the top level for their classification.

All employees on strike as of date of ratification, including those on authorized leave of absence and all full time or part time indeterminate employees who retired during the life of the collective agreement, and full time or part time employees who resigned on or after January 1, 2022, shall be eligible for retroactivity. Within sixty (60) days, the Employer will apply the annual general increases forthwith and pay the retro payments to employees.

Within thirty (30) days, all employees on strike as of the date of ratification, including those on authorized leave of absence, shall receive a lump sum payment equivalent to the higher of \$3,500 or 3.5% for all hours worked in the year 2022, whichever is highest.

\*As per the collective agreement these positions receive a market adjustment to Step 1, July 1, 2023, before the annual economic increase is applied: Painter 2%, Plumber/Electrician 2% and Trades Helper 1.5%.

Rates of Pay – July 1, 2024 -2.50% increase						
Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b>Administrative Positions</b>						
TRO	\$40.30	\$41.29	\$42.34	\$43.39	\$44.50	\$45.58
Administration Officer	\$37.85	\$39.60	\$40.95	\$42.52	\$44.06	\$45.63
Administration Clerk	\$32.14	\$33.44	\$34.86	\$36.23	\$37.57	\$38.92
Finance Officer	\$41.73	\$43.62	\$44.78	\$46.00	\$47.22	\$48.43
Finance Clerk	\$34.27	\$35.32	\$36.36	\$37.54	\$38.60	\$39.69
Casual – Administration	\$22.28					
<b>Maintenance Positions</b>						
HMS	\$42.53	\$44.02	\$45.63	\$47.19	\$48.74	\$50.32
Painter	\$40.39	\$40.95	\$42.37	\$43.76	\$45.14	\$46.54
Oil Burner Mechanic	\$44.99	\$46.64	\$48.34	\$50.00	\$51.66	\$53.34
Warehouseman	\$42.37	\$43.86	\$45.39	\$46.89	\$48.40	\$49.91
Carpenter	\$42.53	\$44.02	\$45.63	\$47.19	\$48.74	\$50.32
Plumber/Electrician	\$45.89	\$46.64	\$48.34	\$50.00	\$51.66	\$53.34
Maintenance Officer	\$37.85	\$39.60	\$40.95	\$42.52	\$44.06	\$45.63
Warehouse Clerk	\$34.27	\$35.32	\$36.36	\$37.44	\$38.51	\$39.58
Trades Helper	\$31.55	\$32.11	\$33.22	\$34.31	\$35.36	\$36.44
Casual - Maintenance	\$22.28					

**Pay Notes:**

Maintenance

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Other

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Within thirty (30) days, all employees on strike as of the date of ratification, including those on authorized leave of absence, shall receive a lump sum payment equivalent to the higher of \$3,500 or 3.5% for all hours worked in the year 2022, whichever is highest.

**Letter of Understanding # 1 - Compassionate Care Leave**

Letter of Understanding # 1  
Changes to the *Labour Standards Act*

The Parties acknowledge that the *Labour Standards Act* as it reads as of the date of ratification does not mirror many leave entitlements found in employment standards legislation in other Canadian jurisdictions. For greater certainty, the Parties acknowledge that, in the event there are legislative changes to the Act which provide superior benefits to Extended Compassionate Care leave, these changes shall be deemed to have been incorporated into the provisions of this Collective Agreement.