

**COLLECTIVE AGREEMENT**

**NUNAVUT EMPLOYEES UNION**

**GOVERNMENT OF NUNAVUT**

**April 1, 2000 TO MARCH 31, 2003**

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## **PREAMBLE**

The Employer and the Union recognize the necessity of implementing the *Nunavut Land Claims Act* and the needs of Inuit with respect to the protection of their culture, way of life and language.

Both the Employer and the Union confirm their commitment to both the rights and obligations set out in the *Nunavut Land Claims Act*, as well as the working conditions that are set out in this Collective Agreement which is negotiated pursuant to the *Public Service Act*.



## **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, promote the well being and increase the productivity of the employees to the end that Nunavut will be well and efficiently served. Accordingly the parties are determined to establish, within the framework provided by law, an effective working relationships at all levels in which members of the Bargaining Unit are employed.

## **ARTICLE 2 - Interpretations and Definitions**

- 2.01 For the purpose of this Agreement:
- (a) ***“Alliance”*** means the Public Service Alliance of Canada;
  - (b) ***“Allowance”*** means compensation to an employee in addition to his/her regular remuneration payable for the performance of his/her position;
  - (c) ***“Bargaining unit”*** means those employees as set out in Section 41 (1.4)(a) of the *Public Service Act*;
  - (d) ***“Calendar Year”*** means the period from January 1 to December 31 of the same year;

- (e) **“Continuous Employment”** and **“Continuous Service”** means:
- (i) (a) uninterrupted employment with the Public Service;
  - (b) uninterrupted employment with the Government of the Northwest Territories, provided that the employee was employed in the Public Service on April 1, 1999.
  - (ii) prior employment of an employee who was laid off and reappointed to a position in the Public Service;
  - (iii) where an employee other than a casual ceases to be employed for a reason other than dismissal, abandonment of position or rejection on probation, and is re-employed within a period of three (3) months, his/her periods of employment for purposes of superannuation, severance pay and vacation shall be considered as continuous employment within the Public Service.
- (f) **“Day of Rest”** means a day other than a holiday or a day of leave of absence, on which the employee is not ordinarily required to perform the duties of the position.;
- (g) **“Demotion”** means the appointment of an employee for reasons of misconduct, incompetence or incapacity, to a new position for which the maximum pay is less than that of his/her former position;
- (h) **“Department”** means a division of the Public Service designated as a department by the Premier, upon the recommendation of the Executive Council;
- (i) **“Deputy Head”** means the Deputy Minister of a Department, the Chief Executive Officer or President of a Board or Agency, or a person duly appointed as a Deputy Head;

- (j) **“Dependant”** means:
- (i) the spouse of an employee who is residing with the employee;
  - (ii) any child of the employee who
    - (a) is attending school or is a student at some other institution, and is under twenty-one (21) years; or
    - (b) is under twenty-one (21) years and dependent upon the employee for support; or
    - (c) is twenty-one (21) years or older and dependent upon the employee because of a mental or physical illness; or
  - (iii) any other relative of the employee who is a member of the employee's household and is totally dependent upon the employee for support because of a mental or physical illness.
- (k) **“Dismissal”** means either a rejection on probation pursuant to Section 21 of the *Public Service Act* or a dismissal pursuant to Section 33 of the *Act*;
- (l) **“Effects”** include the furniture, household goods, equipment and personal effects of an employee and his/her dependants at the time of his/her move but does not include automobiles, boats, motorcycles, snowmobiles, trailers, animals or foodstuffs. However, where a continuing employee is moved from one community to another within Nunavut he/she may include in his/her effects all-terrain vehicles, snowmobiles and foodstuffs;
- (m) **“Employee”** means a member of the Bargaining Unit and includes:
- (i) a “*casual employee*” which means an person employed by the Employer for work of a temporary nature;
  - (ii) an “*indeterminate employee*” which means a person employed for an indeterminate period;
  - (iii) a “*part-time employee*” which means an employee who has been appointed to a position for which the hours of work on a continuing basis are less than the standard work day, week or month;
  - (iv) a “*seasonal employee*” which means an employee appointed to a position which is not continuous throughout the year but recurs in successive years;

- (v) a “*term employee*” which means a person other than a casual or indeterminate employee who is employed for a fixed period in excess of four (4) months.
- (n) “**Employer**” means the Government of Nunavut as represented by the Minister responsible for the *Public Service Act* or his/her designate;
- (o) “**Fiscal Year**” means the period starting April 1 of one calendar year and ending March 31 of the following calendar year;
- (p) “**Grievance**” means a complaint in writing that an employee, group of employees, or the Union submits to management, to be processed through the grievance procedure;
- (q) “**Headquarters**” When modified by the word “employees” means the settlement in which the employee’s position is located. In other contexts it may refer to the Regional Headquarters or the Government Headquarters in Iqaluit;
- (r) “**Holiday**” means the twenty four (24) hour period commencing at 12:01 A.M. of the day designated as a paid holiday in this agreement;
- (s) “**Lay-Off**” means an employee whose employment has been terminated because of lack of work or because of the discontinuance of a function and who is suitable for continued employment in the Public Service. Lay-Off does not mean an employee whose employment has been terminated because of a transfer of the work or function to another Employer where the employee is offered employment with the new Employer.
- (t) “**Leave of Absence**” means absent from duty with the Employer’s permission;
- (u) “**Manager**” means an employee responsible for planning, organizing, coordinating, directing and controlling the use of human resources, material and money;
- (v) “**May**” is permissive; “**Shall**” and “**Will**” are imperative;
- (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 special levy;
- (x) “**Notice**” means notice in writing which is hand delivered or delivered by registered mail;
- (y) “**Overtime**” means work performed by an employee in excess of or outside of his/her regularly scheduled hours of work;

- (z) **“Point of Departure”** means:
- (i) Montreal or Ottawa - for all communities in the Baffin Region. Winnipeg - for all communities in the Kivalliq Region. Edmonton - for all communities in the Kitikmeot Region.
  - (ii) The community the employee resided in at the time of initial appointment to the Government of Nunavut, or if employed as of April 1, 1999, the community the employee resided in at the commencement of the employee’s continuous service.
- (aa) **“Point of Recruitment”** means the community the employee resided in immediately prior to the time of initial appointment to the Government of Nunavut, or if employed as of April 1, 1999, the community the employee resided in immediately prior to the commencement of the employee’s continuous service.
- (bb) **“Probation”** means a period of six (6) months from the day upon which an employee is first appointed to the Public Service, except that for an employee first appointed to a position at Pay Level 13 or higher, it shall be a period of one (1) year. Probation also means a period of six (6) months from the day upon which an existing employee is appointed to a new position within the Public Service. If an employee does not successfully complete his/her probationary period on transfer or promotion the Employer will make every reasonable effort to appoint him/her to a position comparable to the one from which he/she was transferred or promoted.
- (cc) **“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 by at least:
- (i) the minimum increment in the new position, or
  - (ii) four percent (4%) of the maximum rate of pay of the former position where the new position has only one (1) rate of pay.
- (dd) **“Public Service”** means the Public Service of the Government of Nunavut, as defined in the Public Service Act;
- (ee) **“Public Service Act”** means the *Nunavut Public Service Act*;

- (ff) **“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 .
  - (iv) **“straight time rate”** means the hourly rate of remuneration
- (gg) **“Reasonable Job Offer”** means an offer of indeterminate employment within the Public Service, normally at a pay level equal to or greater than the employee's current level. Where practicable, a reasonable job offer shall be within the employee's headquarters.
- (hh) **“Relocation of Position Separation”** means an employee whose position has been transferred to a new community and the employee chooses not to transfer with the position.
- (ii) **“Representative”** means an employee who has been elected or appointed to an area steward or who represents the Union at meetings with management and who is authorized to represent the Union;
- (jj) **“Spouse”** means
- (i) an individual to whom you are legally married; or
  - (ii) an individual who is
    - (a) the natural or adopted parent of an employee’s child; or
    - (b) in a relationship with an employee for at least twelve (12) consecutive months.
- (kk) **“Standby”** means any period of time during which, on the instruction of the deputy head, an employee is required to be available for recall to work;
- (ll) **“Transfer”** means the appointment of an employee to a new position that does not constitute a promotion or demotion;
- (mm) **“Union”** means the Nunavut Employees Union;

- (nn) **“Voluntary Separation”** means an employee whose employment has been terminated and whose position is filled by another employee who was about to be or has been given a lay-off notice or who has been laid-off and is on the priority list as a result of a lay-off.
- (oo) **“Week”** means a period of seven (7) consecutive calendar days beginning at 0001 hours Monday morning and ending at 2400 hours on the following Sunday night;
- (pp) **“Work of the Bargaining Unit”** means:
  - The parties agree that no employee shall suffer a reduction in the hours of work, pay, or benefit as a result of work performed by individuals:
    - (i) working as volunteers;
    - (ii) working under the scope of Territorial Land Claims or federally funded grants or projects;
    - (iii) working on projects funded by charitable organizations; and
    - (iv) working as on-the-job trainees from a totally publicly funded institution.
- (qq) **“Time and one-half”** means one and one-half times the straight time rate.
- (rr) **“Double time”** means twice the straight time.
- (ss) **“Overtime”** means work performed by an employee in excess or outside of his/her regularly scheduled hours of work.

2.02 Except as otherwise provided expressions used in this Agreement:

- (a) if defined in the *Public Service Act* or in the *Regulations* made thereunder, or in the *Nunavut Employees Union Act*, have the same meaning as given to them in those Acts; and
- (b) if defined in the *Interpretation Act*, but not defined in the Acts mentioned in paragraph (a) above, have the same meaning as given to them in the *Interpretation Act*.

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

### **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 except as limited by the eligibility provisions of the Public Service Health Plan, the Superannuation Disability Insurance Plan and the Dental Plan.

## **ARTICLE 5 - State Security**

- 5.01 Nothing in this Agreement shall be construed to require the Employer to do or refrain from doing anything contrary to any Act of Nunavut.
- 5.02 **Future Legislation**

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

- 5.03 **Conflict of Provisions**

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

- 5.04 **Employer's Directives**

The Employer shall provide the Union with a copy of all Personnel Directives or other such instruments within thirty (30) days of issuance.

## **ARTICLE 6 - Strikes and Lockouts**

- 6.01 During the term of this Collective Agreement there shall be no lockouts by the Employer and no interruption or impeding of work, work stoppage, strike, sit-down, slow down, or any other interference with production by any employee or employees.

## **ARTICLE 7 - Managerial Responsibilities**

- 7.01 Except to the extent provided herein, this Agreement in no way restricts the Employer in the management and direction of the Public Service.



## **ARTICLE 8 - Restriction On Outside Employment**

- 8.01 (a) 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.
- (b) When the Employer desires to prohibit 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.
- 8.02 Employees are prohibited from carrying on any business or employment outside their regularly scheduled hours of duty when such business or employment is such that:
- (a) a conflict of duties may develop between an employee's regular work and his/her outside interests; and
- (b) certain knowledge and information available only to Public Service personnel place the individual in a position where he/she can exploit the knowledge or information for personal gain.

## **ARTICLE 9 - Union Access To Employer Premises**

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

## **ARTICLE 10 - Appointment of Representatives**

- 10.01 The Employer acknowledges the right of the Union to appoint employees as representatives. The Union will provide the Employer with the names of all representatives, the jurisdiction they represent, a contact number and work location before the Employer is required to recognize them.
- 10.02 The Union shall determine the jurisdiction of each representative, having regard to the plan of organization, the distribution of employees at the workplace and the administrative structure implied by the grievance procedure covered by this Agreement.

## **ARTICLE 11 - Time Off For Union Business**

### **Arbitration Hearing (Disputes) & Mediation**

- 11.01 (a) Upon reasonable notification, the Employer will grant leave with pay to a reasonable number of employees representing the Union before an Arbitration hearing or at mediation;

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

(b) **Employee Called as a Witness**

Upon reasonable notification, the Employer will grant leave with pay to an employee called as a witness before an Arbitration hearing;

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

(b) **Employee Who Acts as a Representative**

Upon reasonable notification, the Employer will grant leave with pay to the Representative of an employee who is a party to the grievance.

(c) **Employee Called as a Witness**

Upon reasonable notification, the Employer will grant leave with pay to a witness called by an employee who is a party to the grievance.

11.03 **Contract Negotiation Meetings**

Upon reasonable notification, the Employer will grant leave with pay for four (4) employees for the purpose of attending contract negotiations on behalf of the Union for the duration of such negotiations.

11.04 **Preparatory Contract Negotiations Meetings**

Upon reasonable notification, the Employer will grant leave without pay to a reasonable number of employees to attend preparatory negotiations meetings.

11.05 **Meetings Between Employee Organizations and Management**

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

#### **11.06 Employee Organization, Executive Council Meetings, Congress and Convention**

Upon reasonable notification, the Employer will grant reasonable leave without pay to a reasonable number of employees to attend Executive Council meetings and conventions of the Union, the Alliance, the Canadian Labour Congress and the Northern Territories Federation of Labour.

#### **11.07 Representatives Training Courses**

Upon reasonable notification, the Employer will grant reasonable leave without pay to employees who exercise the authority of a Representative on behalf of the Union to undertake training related to the duties of a Representative.

#### **11.08 Time Off For Representatives**

- (a) A Representative shall obtain the permission of his/her immediate supervisor before leaving his/her work to investigate a grievance, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld.
- (b) The Representative shall make every reasonable effort to report back to his/her supervisor before resuming his/her normal duties
- (c) Where an employee and his/her Representative are involved in the process of a grievance, he/she shall be granted time off with pay.

#### **11.09 Leave for Elected Officers**

- (a)
  - (i) Employees elected as President, 1st Vice-President, 2nd Vice-President, and Regional Vice-President of the Union shall be granted leave of absence for the term of office. During the leave of absence such employees shall maintain all accumulated rights and benefits to which they are entitled under the Collective Agreement.
  - (ii) Upon reasonable notification, the Employer shall grant leave without pay to a Union representative seconded for a minimum period of one week to serve as President of the Union on a temporary basis.
- (b) The Employer shall continue to pay such employees their applicable salary in accordance with the terms of the Collective Agreement. Upon invoice by the Employer, the Union shall reimburse the Employer for the amounts so paid.
- (c) The benefits of any group plan shall be extended to such employees and the Union will reimburse the Employer for any costs involved.
- (d) Such employees shall be entitled to an increment for each year of their leave of absence to a maximum of Step six in their pay level of their applicable salary.

- (e) Such employees shall advise the Employer as soon as possible when an extension of the leave of absence is applicable due to re-election.
  - (f) Upon termination of their leave of absence such employees shall be offered as a minimum the position they held with the Employer in the same work site and community before they commenced the leave of absence. When such employees wish to invoke this clause of the Collective Agreement they shall provide the Employer with a three month notice of their intent to do so.
  - (g) Notwithstanding Clause 11.09(f), the Employer may make an offer of employment to such employees to a position inside the Bargaining Unit should such employees bid on a competition and be the successful candidate.
- 11.10 Upon reasonable notification, the Employer will grant leave without pay to allow the PSAC Regional Executive Vice-President North to perform his/her duties
- 11.11 The Employer shall grant time off with pay to:
- (a) An employee who is party to a staffing or a job evaluation appeal;
  - (b) An employee who represents an employee who is party to a staffing or job evaluation appeal; and
  - (c) Up to two (2) employees who are delegated to represent the Union in a staffing or job evaluation appeal proceeding.
- 11.12 Subject to operational requirements, the Employer will grant leave without pay for two (2) employees:
- (a) to participate as delegates 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.

## **ARTICLE 12 - Check Off**

- 12.01 Effective the first of the month following the signing of this Agreement, the Employer will, as a condition of employment, deduct an amount equal to the amount of membership dues from the pay of all employees in the Bargaining Unit.
- 12.02 The Union shall inform the Employer in writing of the authorized deduction to be checked off for each employee within the Bargaining Unit.
- 12.03 For the purpose of applying Clause 12.01, deductions from pay for each employee will occur on a bi-weekly basis and will apply to the extent that earnings are available. Where

an employee does not have sufficient earnings in respect of any bi-weekly period to permit deduction, the Employer shall not be obligated to make such deductions from subsequent salary.

- 12.04 From the date of signing, and for the duration of this Agreement, no employee organization other than the Union shall be permitted to have membership fees deducted by the Employer from the pay of the employees in the Bargaining Unit.
- 12.05 The Union shall inform the Employer in writing of the authorized deduction for PSAC Group Life Insurance premiums for each employee who participates in the PSAC Group Life Insurance Plan, and the Employer shall make the authorized deduction from the participating employee's pay.
- 12.06 The amounts deducted in accordance with Clauses 12.01 and 12.05 shall be remitted to the Comptroller of the Alliance, by cheque, within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.
- 12.07 The Employer agrees to continue past practice of making deductions for other purposes on the basis of the production of appropriate documentation.
- 12.08 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer.
- 12.09 The Employer agrees to identify annually on each employee's T-4 slip the total amount of Union dues deducted for the preceding year.

### **ARTICLE 13 - Information**

- 13.01 The Employer agrees to provide the Union, by the end of each calendar month, information concerning the identification of each member in the Bargaining Unit. This information shall include, but not be limited to, the name, location, annual salary and social insurance number of all employees in the Bargaining Unit. When the Employer is able to do so, the Employer will also provide the Union with pay level and classification of each employee in the Bargaining Unit.

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

- 13.02 The Employer shall provide to each employee with a copy of the Collective Agreement.
- 13.03 The Employer agrees to provide each new member of the Bargaining Unit with a copy of the Collective Agreement upon his/her appointment.
- 13.04 The Employer shall provide a translated version of the Collective Agreement in one of the official languages of Nunavut, as requested by an employee. In the event of any

dispute concerning a proper interpretation of any provision of this Agreement the English version shall govern.

- 13.05 The Employer shall provide the Union with a monthly report of all positions excluded from the Bargaining Unit as per criteria 41(1.7) of the *Public Service Act*. This report shall include position number, position title, and the names of the employees. In addition, the Employer shall provide the Union on a quarterly basis with a report of all employees that were included or excluded from the bargaining unit during that period. This report shall include employees' names, position number, position title, position descriptions and exclusion criteria for those employees in positions not specifically named in the Act (i.e., 41(1.7)(a), 41(1.7)(d-legal officer), and 41(1.7)(h). When the Employer is able to do so, the Employer will provide this information to the Union on a monthly basis, and will provide in addition to the above information, the settlement code for all employees.

#### **ARTICLE 14 - Provision of Bulletin Board space and Other Facilities**

- 14.01 The Employer and the Union agree that it is in the interests of both parties to have an informed membership and to this end the Employer shall provide reasonable bulletin board space in each work location clearly identified for exclusive Union use for the posting of notices pertaining to elections, appointments, meeting dates, minutes of Union meetings, news items and social and recreational affairs.
- 14.02 The Employer may make available to the Union specific locations on the premises for the placement of bulk quantities of literature of the Alliance or of the Union.
- 14.03 The Employer may make available to the Union and the members of the Bargaining Unit a suitable meeting room for each local or branch to be used from time to time for the conducting of business relating to the Bargaining Unit, where suitable accommodation is not otherwise available.
- 14.04 The Union and employees will be permitted to communicate with each other on Union related matters using the Employer's e-mail system on both the internet and intranet systems, where applicable. Where and when possible, the Employer will provide an electronic method of access to the Union's electronic sites through the Employer's electronic sites, if any.
- 14.05 A representative of the Union shall have the right to meet with new employees in the employee's community to make a presentation of up to 60 minutes. Employees shall be granted leave with pay to attend these meetings. Adequate space for these meetings may be provided by the Employer when requested by the Union representative.

#### **ARTICLE 15 - Designated Paid Holidays**

- 15.01 (a) The following days are designated paid holidays for employees covered by this Collective Agreement:

- (i) New Year's Day;
  - (ii) Good Friday;
  - (iii) Easter Monday;
  - (iv) The day fixed by proclamation of the Governor in Council for the celebration of the Birthday of the Sovereign;
  - (v) Canada Day;
  - (vi) The first Monday in August;
  - (vii) Labour Day;
  - (viii) The day fixed by Order of the Government of the Nunavut as a general day of Thanksgiving;
  - (ix) Remembrance Day;
  - (x) Christmas Day;
  - (xi) Boxing Day; and
  - (xii) One additional day when proclaimed by an Act of Parliament as a National Holiday.
- (b) Where the Employer agrees to provide the majority of employees in any community 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.

15.02 Article 15.01 does not apply to an employee who is absent without pay on both the working day immediately preceding and the working day following the Designated Paid Holiday, except with the approval of the Employer or where leave has been granted under Article 11.

### **Holiday Falling On A Day of Rest**

- 15.03 When a day designated as a holiday under Clause 15.01 coincides with an employee's day of rest, the holiday shall be moved to the employee's first working day following his/her day of rest.
- 15.04 When a day designated as a holiday for an employee is moved to another day under the provisions of Clause 15.03:
- (a) work performed by an employee on the day from which the holiday was moved shall be considered as work performed on a day of rest and
  - (b) work performed by an employee on the day to which the holiday was moved, shall be considered as work performed on a holiday
- 15.05 When 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 (1 1/2) times his/her hourly rate for the first four (4) hours worked and
  - (b) twice (2) his/her hourly rate for hours worked in excess of four (4) hours or
  - (c) an equivalent combination of cash and a day of leave at a later date convenient to both the employee and the Employer.
- 15.06 Where a day that is a designated holiday for an employee falls within a period of a leave with pay, the holiday shall not count as a day of leave.
- 15.07 At the request of the employee, and where the operational requirements of the service permit, an employee shall not be required to work both Christmas and New Year's Day.
- 15.08 All regularly scheduled shift hours worked by employees between 5:00 P.M. December 24 and 12:01 A.M. the day following, or 5:00 P.M. December 31 and 12:01 A.M. the day following, will be paid in accordance with Clause 15.05.



## ARTICLE 16 - Leave General

- 16.01 When the employment of an employee who has been granted more vacation, sick or special leave with pay than he/she has earned is terminated, the employee shall be considered to have earned that amount of leave with pay granted to him/her provided that:
- (a) an employee's employment is terminated by his/her death;
  - (b) an employee's employment is terminated by lay-off instituted at any time after he/she has completed one (1) or more years of continuous employment.
- 16.02 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.
- 16.03 During the month of May in each year, the Employer shall inform each employee in the Bargaining Unit in writing of the balance of his/her special, sick and annual leave credits as of the 31st day of March.
- 16.04 If, at the end of the fiscal year, an employee's entitlement to annual 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 if the fractional entitlement is less than one-half day;
  - (b) to a full day if the fractional entitlement is more than one-half day.
- 16.05 (a) Special and annual leave will be taken in hours, on the basis of the employee's regularly scheduled hours of work for the day the leave is taken.
- (b) An employee's entitlement to special and annual leave will be converted from days to hours as follows:
- (i) Employees whose class code in Appendix B specifies 40 hour work week will have their entitlement to special and annual leave multiplied by 8.
  - (ii) Employees whose class code in Appendix B specifies a 37.5 hour work week will have their entitlement to special and annual leave multiplied by 7.5.
  - (iii) Employees whose class code in Appendix B specifies a 42 hour work week will have their entitlement to special and annual leave multiplied by 8.4.

## ARTICLE 17 - Annual Leave

### 17.01 Accumulation of Annual Leave

- (a) For each month of a fiscal year in which an employee receives ten days pay, he/she shall earn Annual Leave at the following rates:
  - (i) one and three eighths ( $1 \frac{3}{8}$ ) days each month until the month in which the anniversary of the second (2nd) year of continuous service is completed.
  - (ii) one and nineteen twenty fourths ( $1 \frac{19}{24}$ ) days each month commencing in the month after completion of two (2) years of continuous service and ending in the month that fifteen (15) years of continuous service is completed.
  - (iii) two and five twenty fourths ( $2 \frac{5}{24}$ ) days each month commencing in the month after completion of fifteen (15) years of continuous employment.
  - (iv) two and five eighths ( $2 \frac{5}{8}$ ) days after each month commencing the month after completion of twenty (20) years of continuous employment.
- (b) The accumulated service for part-time employees shall be counted for the improved annual leave entitlements in (ii), (iii) and (iv) above of section (a) of this Article.

## 17.02 Granting of Annual Leave

- (a) In granting annual leave with pay to an employee, the Employer shall make every reasonable effort:
  - (i) to schedule annual leave for all employees in the fiscal year in which it is earned;
  - (ii) not to recall an employee to duty after he/she has proceeded on annual leave;
  - (iii) to grant the employee his/her annual leave during the fiscal year in which it is earned at a time specified by him/her;
  - (iv) to comply with any request made by an employee before January 31, that he/she be permitted to use in the following fiscal year any period of annual leave of four (4) days or more earned by him/her in the current year.
  - (v)
    - (a) to grant the employee annual leave for at least up to five (5) consecutive weeks depending upon his/her annual leave entitlements when so requested by the employee; and
    - (b) to grant employees their annual leave preference and, where as between two or more employees who expressed a preference for the same period of annual leave, length of service with the Government of Nunavut will prevail;
    - (c) where the operational requirements of the service are such that an employee is not permitted to take his/her annual leave during the months of June to September inclusive in one fiscal year, special consideration will be given to his/her being granted his/her annual leave during the months of June to September in the next fiscal year;
    - (d) to grant the employee his/her annual leave when specified by the employee if the period of annual leave is less than a week, providing the employee gives the Employer reasonable advance notice.
- (b) The Employer shall reply to the request for annual leave submitted by the employee as soon as possible, but no later than two (2) weeks after the request has been received.
- (c) Where the Employer has proposed to change, reduce or deny the annual leave requested by the employee, the Employer shall provide the employee with the reasons, in writing, for such change, reduction or denial of annual leave.

17.03 Where in respect of any period of annual leave, an employee:

- (a) is granted special leave, when there is a death in his/her immediate family as defined in Article 18; or
- (b) is granted special leave with pay because of illness in the immediate family as defined in Article 18; or
- (c) is granted sick leave on production of a medical certificate, which was issued during the period of illness except when a health care professional is not available;

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

**17.04 Carry-Over Provisions**

Employees are not permitted to carry over more annual leave credits than can be earned in one (1) fiscal year. Annual leave credits exceeding a one (1) year entitlement will be liquidated in cash in the month of May.

**17.05 Recall From Annual Leave**

When during any period of annual leave, an employee is recalled to duty, he/she shall be reimbursed for reasonable expenses, that he/she incurs:

- (a) in proceeding to his/her place of duty;
- (b) in respect of any non-refundable deposits or prearrangements associated with his/her annual leave;
- (c) in returning to the place from which he/she was recalled if he/she immediately resumes annual leave upon completing the assignment for which he/she was recalled;

after submitting such accounts as are normally required by the Employer.

17.06 The employee shall not be considered as being on annual leave during any period in respect of which he/she is entitled under Clause 17.05 to be reimbursed for reasonable expenses incurred by him/her.

#### **17.07 Leave When Employment Terminates**

Where an employee dies or otherwise terminates his/her employment:

- (a) Outstanding annual leave credits will be paid at current rate of pay.
- (b) the Employer shall grant the employee any annual leave earned but not used by him/her before the employment is terminated by lay-off if the employee so requests because of a requirement to meet the minimum service requirements for severance pay.

17.08 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 Clause 16.05. If after reasonable efforts the Employer is unable to locate the employee within 6 months of termination, his/her entitlement shall lapse.

17.09 Where an employee other than a casual ceases to be employed for a reason other than dismissal, abandonment of position or rejection on probation and is re-employed, his/her completed years of prior employment shall be considered continuous service under Clause 17.01(a)

17.10 An employee shall receive one (1) winter bonus day for every five (5) consecutive non-overlapping days of annual leave which he/she liquidates between October 1<sup>st</sup> and March 31<sup>st</sup> of any fiscal year up to a limit of four (4) winter bonus days in any one (1) fiscal year. Winter bonus days must be liquidated immediately following the annual leave days during which they were earned and cannot be carried over into the next fiscal year. Winter bonus days shall be calculated in accordance with Article 16.05.

#### **17.11 Voluntary Unpaid Leave**

A voluntary leave program will be offered as follows:

- (a) Existing employees have the option to continue with the 1.92% deduction effective April 1, 2001 and taking off five days leave at a future time within the fiscal year, subject to operations being covered to the satisfaction of the Department Head or his/her designate;
- (b) New employees on initial hire be provided with the opportunity to participate in the voluntary 1.92% deduction and five day leave program.
- (c) Employees do not have the opportunity to change their option until the next fiscal year. In situations where employees would like to change their option, they must advise in writing to their Division Director at least four (4) weeks prior to the commencement of government fiscal year beginning April 1.

- (d) Employees who are hired after April 1 of a fiscal year and who elect to participate in the voluntary 1.92% deduction and leave program will be provided with leave equal to the amount of the deductions taken from the employee.
- (e) Employees who terminate prior to taking the approved leave will be reimbursed the full amount deducted from regular payroll.
- (f) Preference will be given to employees to take earned annual leave before any voluntary leave deducted at 1.92% of regular payroll is approved.

### **ARTICLE 18 - Special Leave Credits**

- 18.01 (a) An employee shall earn special leave credits up to a maximum of thirty (30) days at the following rates:
- (b) .50 of a day for each calendar month in which he/she received pay for at least ten (10) days, or
  - (c) .25 of a day for each calendar month in which he/she received pay for less than ten (10) days.

As credits are used, they may continue to be earned up to the maximum.

#### **18.02 Special Leave**

For the purpose of this article, immediate family is defined as an employee's father, mother, brother, sister, spouse, common-law spouse, child, step-child, foster child, father-in-law, mother-in-law, grandmother, grandfather, and any relative permanently residing in the employee's household or with whom the employee presently resides.

- (a) The Deputy Head shall grant special leave earned with pay for a period of up to five (5) consecutive working days:
  - (i) when there is a death in the employee's immediate family;
  - (ii) when an employee is to be married.
- (b) The Deputy Head may grant an employee special leave with pay for a period of up to five (5) consecutive working days:
  - (a) (i) where a member of the immediate family requires surgery or becomes ill (not including childbirth) and the employee is required to care for his/her dependents or for the sick person;
  - (ii) where a member of the immediate family residing outside the employee's community of residence becomes seriously ill.

- (b) where special circumstances not directly attributable to the employee prevent his/her reporting to duty, including:
  - (i) serious household or domestic emergencies;
  - (ii) a transportation problem caused by weather if the employee makes every reasonable effort to report for duty;
  - (iii) serious community emergencies, where the employee is required to render assistance;
- (c) in the event of the death of the employee's grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law.
- (d) in circumstances which are of general value to the Public Service, such as where the employee:
  - (i) takes an examination which will improve his/her position or qualifications in the Public Service;
  - (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 defence training;
  - (iv) requires a medical examination for enlistment in the Armed Forces or in connection with a veteran's treatment program.
- (e) Such leave will not be unreasonably withheld.

18.03 Special Leave in excess of five (5) consecutive working days for the purposes enumerated in Clause 18.02 may only be granted with the approval of the Deputy Head.

18.04 The Employer will grant Special Leave to employees in the following circumstances:

- (a) two days on the birth of an employee's child; such leave may be divided into two parts and taken on separate days and shall be taken no later than ten (10) days following the return of the child to the employee's place of residence;
- (b) two days on the adoption of a child.

18.05 The Deputy Head shall, subject to operational requirements and with advance notice, grant an employee Special Leave with pay for one (1) working day per fiscal year, to be taken at the discretion of the employee.

#### 18.06 **Advance of Credits**

Where an employee has insufficient credits to permit the granting of special leave within the meaning of this Article, leave up to a maximum of five (5) days may, at the discretion of the Employer, be granted, subject to the deduction of such advance leave from any special leave credits subsequently earned. Should the employee leave prior to earning sufficient credit, any outstanding leave paid shall be recovered.

#### 18.07 **Casual Leave**

(a) Employees may be granted casual leave with pay to a maximum of two (2) hours for the following purposes:

(i) **Medical, Dental and Legal Appointments**

Whenever it is necessary for an employee to attend upon his/her doctor, dentist, or lawyer during working hours he/she may be granted casual leave for these purposes.

(ii) **School Functions** to attend parent/teachers meetings and school functions.

(iii) **Other Casual Leave**

The Deputy Head may grant an employee casual leave for other purposes of a special or unusual nature.

(b) Employees may be granted casual leave with pay to a maximum of one day per occurrence where the employee's physician requires him/her to attend regular or recurring medical treatments and checkups. Such casual leave shall not be unreasonably denied.

18.08 Employees shall be granted special leave with pay for time lost through quarantine when the employee provides the Employer with a medical certificate to that effect.

18.09 The provisions of this Article do not apply to an employee who is on leave of absence without pay, or under suspension.



## ARTICLE 19 - Sick Leave

### 19.01 Credits

- (a) An employee shall earn sick leave credits at the rate of one and one-quarter (1 1/4) days for each calendar month for which he/she receives pay for at least ten (10) days.
- (b)
  - (i) Sick leave will be taken in hours, on the basis of the employee's regularly scheduled hours of work for the day the leave is taken.
  - (ii) An employee's entitlement to sick leave will be converted from days to hours as follows:
    - (a) Employees whose standard hours are 40 hours weekly will have their entitlement to sick leave multiplied by 8.
    - (b) Employees whose standard hours are 37.5 hours weekly will have their entitlement to sick leave multiplied by 7.5.
    - (c) Employees whose standard hours are 42 hours weekly will have their entitlement to sick leave multiplied by 8.4.

19.02 Subject to Clause (a) and (b) below, and to the remainder of this Article, 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.

- (a) There shall be no charge against an employee's sick leave credits when his/her absence on account of illness is less than one-half (1/2) day and the employee has been on duty for at least two (2) hours;
- (b) Where the period of absence on account of illness is at least one-half (1/2) day but less than a full day, one-half (1/2) day only shall be charged as sick leave.

19.03 (a) Unless otherwise informed by the Employer an employee must sign a statement stating that because of his/her illness or injury he/she was unable to perform his/her duties:

- (i) if the period of leave requested does not exceed three (3) working days, and
  - (ii) if in the current fiscal year, the employee has not been granted more than nine (9) days sick leave wholly on the basis of statements signed by him.
- (b) For the purposes of 19.03(a), a day refers to a calendar day, not the number of hours in the employee's shift.

- 19.04 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 nine (9) days sick leave wholly on the basis of the statements signed by him/her.
- 19.05 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 lay-off, 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 lay-off or commencement of leave without pay.
- 19.06 In circumstances where sick leave would be authorized but the employee has insufficient or no sick leave credits, at the discretion of the Employer, he/she shall be granted sick leave in advance to a limit of fifteen (15) 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.
- 19.07 An employee is not eligible for sick leave with pay for any period during which he/she is on leave of absence without pay or under suspension.
- 19.08 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.

## 19.09 Transportation To A Medical Centre

- (a) Where an employee or an employee's dependant is required to travel from his/her place of residence in Nunavut to secure medical treatment, traveling expenses incurred will be reimbursed subject to the following provisions:
  - (i) payment shall not exceed the cost of return transportation to the point of departure or the nearest place where adequate treatment is available (whichever results in the lesser expense) accommodation and meal costs, in accordance with Article 19.09(b).
  - (ii) Where, due to inclement weather conditions, or to circumstances completely beyond an employee's control, his/her travel to the centre where treatment is to be provided is interrupted, the enroute accommodation and meals will be reimbursed in accordance with Article 19.09(b).
  - (iii) Payment shall not be made unless the claim is supported by a certificate from a qualified medical practitioner stating that the treatment (including dental) was non-elective and required for the health of the patient and could not be provided by the facilities or services available at the community in which the employee is resident.
- (b) The following expenses, supported by an expense claim with receipts, will be reimbursed:
  - (i) taxi fare for required travel. (Airport shuttle bus must be used if feasible)
  - (ii) the most economical airfare, or mileage in accordance with Article 40.12(a)(ii)
  - (iii) up to 25 days hotel accommodation and meal costs in accordance with Article 40.05 and 40.06.
  - (iv) up to a maximum of fifty dollars (\$50.00) per day for accommodation, meals and local transportation expenses for any periods beyond twenty-five (25) days, and not to exceed forty (40) days.

- (c) (i) Where a qualified medical practitioner certifies that it is necessary for an employee or his/her dependent to be accompanied by some other person, the Employer shall approve the reimbursement of expenses for this person as set out in Article 19.09(b).
- (ii) When someone other than a medical attendant or person designated by Health and Social Services accompanies the employee or his/her dependant, where applicable, he/she shall be the spouse, the parent or another person designated by the employee.
- (d) In the case of an employee being the escort for a member of his/her immediate family, the employee may be granted special leave for non-elective medical evacuation only. Such leave will not be unreasonably denied. Travel time, as defined under Clause 19.10, will not be granted for this escort duty.
- (e) The employee completes an application for travel assistance under a group surgical or medical plan to which the Employer and the employee share the premium and a form assigning any payment under the group surgical or medical plan to the Employer to the extent that costs for travel have been paid by the Employer under this Article.
- (f) This provision shall apply to an employee's dependants where the employee has declared in a notarized statement that this benefit is not provided to the employee's dependants by the Government of the Nunavut or by another Employer.

#### **19.10 Travel Time**

Every employee who receives medical travel assistance under 19.09 and travels to a medical centre may be granted leave of absence with pay for the actual time taken to travel, up to a maximum of three days. Any such travel time will not be charged against sick leave credits. The Employer's approval is necessary.

## **ARTICLE 20 - Other Types of Leave**

### **20.01 Court Leave**

An employee, other than an employee on leave of absence without pay or under suspension, will be granted leave with pay:

- (a) to serve on a jury and the jury selection process; or
- (b) to answer a subpoena or summons to attend as a witness in any proceeding authorized by law to compel the attendance of witnesses.

### **20.02 Public Service Leave**

An employee, other than an employee on leave of absence without pay or under suspension, will be granted leave with pay:

- (a) to serve as a Justice of the Peace;
- (b) to serve as a Coroner; or
- (c) to participate in a public inquiry.

### **20.03 Injury on Duty Leave**

An employee shall be granted injury-on-duty leave with pay for such reasonable period as may be determined by the Employer where it is determined by a Workers' Compensation Board that he/she is unable to perform his/her duties because of:

- (a) personal injury accidentally received in the performance of his/her duties and not caused by the employee's willful misconduct; 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 Government of Nunavut 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.

## 20.04 Maternity Leave

- (a) (i) An employee who becomes pregnant shall notify the Employer in writing at least fifteen (15) weeks prior to the expected date of the termination of her pregnancy and, subject to Section (ii) of this clause, shall, eleven (11) weeks before the expected date of the termination of her pregnancy be granted leave without pay for a period ending not later than twenty-six (26) weeks after the date of the termination of her pregnancy. The employee may apply to Compensation & Benefits Division, Department of Finance and Administration and she shall be given, within one week of application, a clear understandable information package about maternity leave requirements and benefits.
- (ii) The Employer may:
  - (a) upon written request from the employee, defer the commencement of maternity leave without pay of an employee or terminate it earlier than twenty-six (26) weeks after the date of the termination of her pregnancy;
  - (b) grant maternity leave without pay to an employee to commence earlier than eleven (11) weeks before the expected termination of her pregnancy;
  - (c) where maternity leave without pay is requested, require an employee to submit a medical certificate certifying pregnancy.
- (iii) Leave granted under this Article shall be counted for the calculation of "continuous employment" and "continuous service".

- (b) (i) After completion of 6 months continuous employment, an employee who provides the Employer with proof that she has applied for and is in receipt of unemployment insurance benefits pursuant to Section 30, *Employment Insurance Act*, shall be paid a maternity leave allowance.
- (ii) An applicant under Clause 20.04(b)(i) shall sign an agreement with the Employer providing:
  - (a) that she will return to work and remain in the Employer's employ for a period of at least six (6) months after her return to work;
  - (b) that she will return to work on the date of the expiry of her maternity leave, unless this date is modified with the Employer's consent.
- (iii) Should the employee fail to return to work, except by reason of death, disability or lay-off as per the provision of Clause 20.04(b)(ii), 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.
- (iv) No employee shall be laid off, transferred or relocated while on, or within six (6) months of his/her return, from maternity or adoption leave without the consent of the employee, the Employer and the Union.

- (c) In respect of the period of maternity leave, payments of maternity leave allowance will consist of the following:
  - (i) For the first two (2) weeks, payments equivalent to 93% of her weekly rate of pay. For up to a maximum of an additional 15 weeks, payments equivalent to the difference between the unemployment insurance benefits she is eligible to receive and 93% of her weekly rate of pay;
  - (ii)
    - (a) for a full-time employee the weekly rate of pay referred to in Clause 20.04(c)(i) shall be the weekly rate of pay to which she is entitled for the job evaluation prescribed in her certificate of appointment on the day immediately preceding the commencement of the maternity leave.
    - (b) for a part-time employee the weekly rate of pay referred to in Clause 20.04(c)(i) shall be the prorated weekly rate of pay to which she is entitled for the job evaluation prescribed in her certificate of appointment averaged over the six month period of continuous employment immediately preceding the commencement of the maternity leave.
  - (iii) Employees have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan.
  - (iv) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments under the plan.
  - (v) Where an employee becomes eligible for a pay increment or an economic adjustment with respect to any period in which the employee was in receipt of payments under Clause 20.04(c)(i), the payments shall be adjusted accordingly.
- (d) Further, when a pregnant employee produces a statement from her physician that her working condition may be detrimental to her health or that of the fetus, the Employer will either change those working conditions where that is reasonable within his/her operational requirements or allow the employee to take leave of absence without pay for the duration of her pregnancy.

#### **20.05 Emergency Leave**

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



## 20.06 Parental Leave Without Pay

- (a) Where an employee has or will have the actual care or custody of his/her newborn child, or an employee commenced proceedings to adopt a child or obtains an order for the adoption of a child, he/she shall be granted parental leave without pay for a single period of up to twenty-six (26) consecutive weeks. This leave without pay shall be taken during the fifty two (52) week period immediately following the day the child was born or, in the case of adoption, within the fifty two (52) week period from the date the child comes into the employee's care and custody.
- (b) An employee who intends to request parental leave without pay shall make every effort to provide reasonable notice to the Employer. 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.
- (c) Leave granted under Clause 20.06(a) shall be counted for the calculation of "continuous employment" and "continuous service."
- (d) After completion of six (6) months continuous employment, an indeterminate employee who has been granted parental leave without pay and who provides the Employer with proof that he/she has applied for and is in receipt of parental benefits pursuant to the *Employment Insurance Act* shall be paid a parental leave allowance.
- (e) An applicant under Clause 20.06(d) shall sign an agreement with the Employer providing:
  - (i) that he/she will return to work and remain in the Employer's employ for a period of at least six (6) months after his/her return to work;
  - (ii) that he/she will return to work on the date of the expiry of his/her parental leave without pay unless this date is modified with the Employer's consent.
- (f) Should the employee fail to return to work in accordance with the provisions of Clause 20.06(e), except by reason of the employee's death, disability or lay-off, the employee recognizes and acknowledges that he/she is indebted to the Employer for the amount of parental leave allowance received. Should the employee not return for the full six (6) month period, the employee's indebtedness to the Employer shall be reduced on a prorated basis according to the number of months he/she has returned to work.

- (g) For the period of parental leave without pay taken by an employee who has not taken maternity leave without pay, or who has taken maternity leave without pay and has not received a maternity leave allowance, parental leave allowance payments shall be equivalent to 93% of the employee's weekly rate of pay for the first two (2) weeks, and for an additional ten (10) weeks, payments equivalent to the difference between the employment insurance benefit the employee is eligible to receive and 93% of the employee's weekly rate of pay.
- (h) For the period of parental leave without pay taken by an employee who has taken maternity leave without pay and received a maternity leave allowance, parental leave allowance payments will be equivalent to the difference between the employment insurance benefit she is eligible to receive and 93% of the employee's weekly rate of pay for a period of twelve (12) weeks.
- (i) For a full-time employee the weekly rate of pay referred to in Clauses 20.06(g) and (h) shall be the weekly rate of pay to which he/she is entitled for the job evaluation prescribed in his/her certificate of appointment on the day immediately preceding the commencement of the parental leave without pay or maternity leave without pay, as the case may be.
- (j) For a part-time employee the weekly rate of pay referred to in Clauses 20.06(g) and (h) shall be the prorated weekly rate of pay to which he/she is entitled for the job evaluation prescribed in his/her certificate of appointment on the day immediately preceding the commencement of the parental leave without pay or maternity leave without pay, as the case may be, averaged over the six month period of continuous employment immediately preceding the commencement of the parental or maternity leave without pay.
- (k) Employees shall have no vested right to payments under this Clause 20.06 except to payments during the period of unemployment as specified in this Clause.
- (l) Parental 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 fifty-two (52) weeks.
- (m) Parental 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 fifty-two (52) weeks.
- (n) When parental leave is taken by an employee couple, both of whom are employed by the Employer, parental leave allowance payments shall not exceed a total of twelve (12) weeks for both employees combined, and parental leave without pay taken by an employee couple shall not exceed a total of twenty six (26) weeks for both employees combined.

## **Leave Without Pay for Relocation of Spouse**

- 20.07 (a) The Employer shall grant leave without pay for a period of one (1) year, at the request in writing of an indeterminate employee whose spouse's position is permanently relocated or who accepts an appointment to another position outside the indeterminate employee's headquarters area. If the indeterminate employee does not obtain another position within the one (1) year period, the indeterminate employee shall cease to be an employee at the end of approved period of leave without pay.
- (b) Leave without pay granted under this Clause shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and annual leave for the employee involved, except where the period of such leave is less than three (3) months. Time spent on such leave which is for a period of more than three (3) months shall not be counted for pay increment purposes.

## **ARTICLE 21 - Hours of Work**

### **21.01 Day Work**

- (a) Unless otherwise agreed upon by the Employer and the Union, the standard hours of work for employees under Appendix B-2 specified as standard 37.5 weekly hours are:
- (i) The standard daily hours will be seven and one-half consecutive hours, between 08:30 and 17:00, each day from Monday to Friday.
  - (ii) The standard yearly hours will be 1950.
  - (iii) The standard daily hours are exclusive of a minimum half hour lunch period scheduled as close as possible to mid-day.
  - (iv) There shall be a paid 15 minute break in the morning and a paid 15 minute break in the afternoon.

- (b) Unless otherwise agreed upon by the Employer and the Union, the standard hours of work for employees under Appendix B-3 specified as standard 40 weekly hours are:
  - (i) The standard daily hours will be eight consecutive hours, between 08:00 and 17:00, each day from Monday to Friday.
  - (ii) The standard yearly hours will be 2080.
  - (iii) The standard daily hours are exclusive of a minimum half hour lunch period scheduled as close as possible to mid-day.
  - (iv) There shall be a paid 15 minute break in the morning and a paid 15 minute break in the afternoon.

## 21.02 **Shift Work**

Where the employee's work is scheduled by the Employer to fall outside of the standard hours of work as defined in 21.01, the following process applies:

- (a) The Employer and the Union will agree before establishing new or revised shift hours for an operational unit. Such agreement will not be unreasonably withheld. The Employer shall give employees at least 14 days notice of any change.
- (b) The daily shift hours will be no more than sixteen (16) hours.
- (c) The number of consecutive shift days of work shall be no more than 7 days.
- (d) The number of consecutive days of rest between shifts shall be no less than 2 days.
- (e) The number of shift days in a year for which the employee is entitled to be paid is determined by dividing the standard yearly hours 1950 or 2080 by the daily shift hours.
- (f) The number of shift days in a year that the employee is scheduled to work is determined by dividing the yearly designated paid holiday hours for the holidays identified in Clause 15.01(a) by the daily shift hours and subtracting the result from the number of shift days calculated in accordance with (e) above. Compensation for work on a designated paid holiday shall be compensated in accordance with Clauses 15.05(a) and (b); and

The following provisions of Article 15 shall not apply to employees covered by Clause 21.02: 15.01(a), 15.02, 15.03, 15.04, 15.05(c).

21.03 The Employer will post a master work schedule for employees in an operation who work shift hours.

- (a) The Employer shall:
  - (i) avoid excessive fluctuations in hours of work; and
  - (ii) post a schedule no less than 14 calendar days in advance to run for at least 28 calendar days;
- (b) The Employer shall make every reasonable effort to:
  - (i) give employees every second Saturday and Sunday off, ensuring a minimum of 48 consecutive hours off duty;
  - (ii) schedule at least two consecutive days off; and
  - (iii) not schedule more than one shift in any 24 hour period.
- (c) When an employee works two shifts in any calendar day:
  - (i) one of the shifts shall be deemed overtime; and
  - (ii) except in an emergency an employee may not work more than two consecutive shifts.
- (d) An employee shall be granted alternate weekends off as often as reasonably possible with each employee receiving a minimum of every third weekend off. Overtime rates of pay shall apply to weekend hours worked by an employee on the third consecutive weekend and subsequent consecutive weekends worked thereafter. It is understood that if an employee is required to be on travel status on a weekend, it shall be deemed as a weekend worked for the purpose of this clause. This Clause does not apply to employees who are hired exclusively to work weekends or who request to exchange shifts with other employees to work weekends.

21.04 Provided sufficient advance notice is given, and with the approval of the Employer, employees may exchange shifts if there is no increase in cost to the Employer.

21.05 The Employer shall make every reasonable effort to schedule an employee's shifts to allow for regular attendance at educational courses.

21.06 The Employer will provide transportation, or the actual cost of commercial transportation, between home and the workplace for an employee whose scheduled hours of work start or finish between midnight and 06:00 or who is required to travel to and from work during those hours to perform overtime work.

### 21.07 **Flexible Hours**

At the request of an employee, the Employer may grant flexible or staggered hours between 07:00 and 20:00. This is subject to operational requirements.

### 21.08 **Compressed Work Week**

At the request of an employee, the Employer may agree to allow the employee to work hours from Monday to Friday inclusive which may vary from the standard daily 7.5 or 8 or weekly 37.5 or 40 hours as follows:

- (a) Over a period of 28 calendar days, the employee must work or be on approved leave or a designated paid holiday for a period equal to four times the standard weekly hours.
- (b) The Employer's agreement will be granted only where operational requirements continue to be met.
- (c) There must be no increase in cost to the Employer and no decrease in productivity due to the selection of hours.
- (d) A schedule of hours of work for the compressed work week will be agreed by the employee and the employee's supervisor. An employee who works in excess or outside of the scheduled hours established shall be compensated in accordance with the overtime provisions of this collective agreement.
- (e) The hours of work may not be varied for the purpose of avoiding payment of overtime to individual employees.
- (f) This arrangement may be terminated at any time, by either the employee or the Employer with at least 14 days notice.

- 21.09
- (a) At the request of an employee, the Employer may allow employees to determine their own hours of work to meet operational requirements that due to the ongoing nature of their work cannot be met by working the standard hours. Such requests shall not be unreasonably denied.
  - (b) Where these employees work more than the standard hours of work over a period of 28 calendar days, they shall be entitled to one compensatory hour off with pay for each extra hour worked. These employees must make every reasonable effort to schedule their hours to minimize extra hours worked.
  - (c) Compensatory hours must be taken at a time mutually agreeable to both the employee and the Employer. They must be used in the same fiscal year in which they are earned.
  - (d) At the end of the fiscal year, those accumulated compensatory hours which the employee has been unable to use will be liquidated in cash, at the normal hourly

rate of pay, up to a maximum of 15 times the standard daily hours of work. If the employee has accumulated more than this, the extra hours will lapse. Under no circumstances will an employee be paid out more than 15 times the standard daily hours of work 7.5 or 8. There shall be no carry over of those hours from one fiscal year to the next.

- (e) It is understood that Clause 21.09 is not intended to be used on an ad hoc basis to meet operational requirements or to avoid the payment of overtime to employees.
- (f) Employees who are required by the Employer to work outside their varied hours shall be paid in accordance with the overtime provisions of this Collective Agreement. Employees who are required by the Employer to work on designated paid holidays shall be compensated in accordance with Article 15.
- (g) This arrangement may be terminated at any time by either the employee or the Employer with a minimum of 14 days notice.

#### 21.10 **General Rules**

Employees are entitled to one 15 minute paid rest period in every period of 4 or 3.5 consecutive hours worked as appropriate. The scheduling of these rest periods is subject to the approval of the employee's supervisor.

### **ARTICLE 22 - Overtime**

22.01 An employee who is required to work overtime shall be paid overtime compensation for each completed fifteen (15) minutes of overtime worked by him/her subject to a minimum payment of one (1) hour at the overtime rate when:

- (a) the overtime work is authorized in advance by the Employer, except when employees are required to work in isolated settlements, in which case the Employer must make arrangements for the authorization of overtime prior to the employee's dispatch to an isolated settlement;
- (b) the employee does not control the duration of the overtime work.

22.02 Employees shall record starting and finishing times of overtime on a form determined by the Employer.

- 22.03 (a) Subject to the operational requirements of the service the Employer shall make every reasonable effort:
- (b) to allocate overtime work on an equitable basis among readily available qualified employees who are normally required in their regular duties to perform that work; and
  - (c) to give employees who are required to work overtime reasonable advance notice of this requirement.
- (d) An employee may, for cause, refuse to work overtime, providing he/she places his/her refusal in writing.
- (e) Notwithstanding the permission granted by the Employer to engage in business or employment outside his/her regularly scheduled hours of duty under Article 8, such business or employment may not be approved as a cause to refuse to work overtime.
- 22.04 (a) An employee who is requested to work overtime shall be entitled to a minimum of one hour's pay at the appropriate rate described below in (b).
- (b) Overtime work shall be compensated as follows:
- (i) at time and one-half (1 1/2) for all hours except as provided in Clause 22.04 (b)(ii);
  - (ii) at double time (2) for all hours of overtime worked after the first four (4) consecutive hours of overtime and double time (2) for all hours worked on the second or subsequent day of rest, provided the days of rest are consecutive.
  - (iii) in lieu of (i) and (ii) above, the Employer may agree to grant equivalent leave with pay at the appropriate overtime rate to be taken at a time mutually agreeable to the Employer and the employee.
- (c) "First day of rest" is defined as the twenty-four (24) hour period commencing at midnight of the calendar day on which the employee completed his/her last regular shift, and
- (d) When the first and second or subsequent day of rest are consecutive, "second or subsequent day of rest" is defined as the period immediately following expiration of the first day of rest and ending at the time of commencement of the employee's next regular shift.
- 22.05 Notwithstanding anything in this Article, an employee's scheduled hours of work shall not be construed as guaranteeing the employee hours of work.



22.06 Where an employee is required to work three (3) 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 Article (Article 40).

### **ARTICLE 23 - Pay**

23.01 Employees are entitled to be paid for services rendered for the job evaluation and position to which they are appointed at the pay rates specified in the appendices attached.

23.02 (a) Employees shall be paid on a bi-weekly basis with pay days being every second Friday.

(i) In the event there is a delay in paying new or transferred employees, the Employer will assist those employees by providing advances or by other appropriate means.

(ii) Employees who reside in settlements which have a chartered bank will have their cheques delivered through direct deposit to the bank of their choice in Canada. Employees who have direct deposit will have their pay stubs delivered to them in sealed envelopes.

(b) Employees who reside in settlements which do not have a chartered bank have the choice of having their cheques:

(i) delivered to them in sealed envelopes; or

(ii) deposited through direct deposit to the bank of their choice in Canada.

(c) (i) Where an employee has received more than his or her proper entitlement to wages or benefits or where retroactive membership dues deductions are necessary, no continuing employee shall be subject to such deductions in excess of ten percent (10%) of the employee's gross earnings per pay period except in recoveries for absent without leave.

(ii) When deductions are made, the Employer shall provide an itemized statement of the purpose and amount of each deduction.

23.03 Employees who have earned overtime compensation or any other extra allowances in addition to their regular pay, shall receive such remuneration in the four (4) weeks following the day the employee submits the appropriate form.

23.04 When an employee is required by the Employer to perform the duties of a higher job evaluation level on an acting basis, he/she shall be paid acting pay calculated from the date on which he/she commenced to act as if he/she had been appointed to that higher job evaluation level for the period in which he/she acts.

**23.05 Salary Increases**

(a) The Employer agrees to pay the negotiated salary increases to every employee not later than the second month following the month in which this Agreement is signed and not later than the month following the month in which any subsequent salary increases become effective.

(b) The Employer agrees to pay all retroactive remuneration for salary increases, overtime, acting pay and allowances not later than the third month following the month in which the Agreement is signed

23.06 When an employee is appointed to a new position in the Public Service, he/she shall be paid:

(a) If the appointment constitutes a promotion as defined in Clause 2.01(cc) 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. In addition, if a performance increment is due not later than six (6) months from the date of promotion and is recommended, an increment will be granted at the time of promotion on the present pay level prior to application of the new pay level. Where this occurs, the employee's salary review date shall be changed to the effective date of the promotion.

(b) (i) if the appointment constitutes a transfer, at the rate nearest to, but not less than his/her former rate of pay; or

(ii) where the employee agrees to accept a transfer to a position, the maximum rate of pay of which is less than his/her present rate of pay, the employee shall be paid at the maximum rate of the new position to which he/she agrees to be transferred.

(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.

23.07 Where a salary increment and salary revision are effective on the same date, the salary increment shall be applied first and the resulting rate shall be revised in accordance with the salary revision.

- 23.08 (a) Notwithstanding the provisions of Clause 23.01 when a position is converted or, where as a result of audit or review, a converted position is found to be over-evaluated 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.
- (b) This Clause applies only to employees who become present incumbents of positions re-evaluated after January 1, 1979. Where an employee is being paid as the present incumbent of a position in a holding range and he/she unreasonably refuses a transfer or training which would put him/her in a position at, or above the level of the position before it was re-evaluated, or which would place him/her in a position nearer to the level established for the position before it was re-evaluated, he/she shall cease to be paid in the holding range. Instead he/she shall be paid in the range of rates applicable to the re-evaluated position which is nearest to the rate he/she was being paid in the holding range.
- (c) Where an employee who is subject to Clause 23.08(b) accepts a transfer or training that would put him/her in a position nearer to the position before it was re-evaluated, he/she shall continue to be paid in the holding range.
- (d) 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 re-evaluated downwards.

### 23.09 **Performance Increments**

- (a) An employee holding a position for which there is a minimum and maximum rate of pay may be granted increases in pay until he/she reaches the maximum for the position. Such pay increases are dependent on satisfactory performance of the duties of the position by the employee, and shall not be granted to the employee until his/her Deputy Head certifies to the Employer that the employee is so performing the duties of his/her position.
- (b) For the purposes of such pay increases the performance of the employee shall be reviewed annually.
- (c) Pay increments which are recommended by the Deputy Head shall be granted:
- (i) the first day of the month if the employee's initial appointment to the Public Service occurred prior to the 16th of a month; or
  - (ii) the first day of the month following if the employee's initial appointment to the Public Service occurred on or after the 16th day of a month.

However, the provisions of Article 23.06 will apply where appropriate.

- (d) Where the Deputy Head intends to recommend withholding a pay increment from an employee, the employee's immediate manager shall, at least three (3) weeks or earlier before the due date for the pay increment to the employee, give the employee notice in writing of his/her intention to do so. If such notice of denial is not given, the pay increment shall be implemented on the due date.
- (e) Where an employee is not granted a pay increment on the day on which a pay increment would otherwise become due to him/her, a pay increment may become due to him/her six (6) months after the month he/she would have been due to have been granted a pay increment, or the Employer may defer the pay increment for a period of twelve (12) months after the month he/she would have been due to have been granted a pay increment, at which time the employee shall be entitled to the withheld pay increment in addition to the current pay increment should performance be deemed to meet the required standard.

#### 23.10 **Application of Salary Review Date**

- (a) The salary review date of an employee who is promoted shall be:
  - (i) the first day of the month if the appointment occurred prior to the 16th day of the month; or
  - (ii) the first day of the month following if the appointment occurred on or after the 16th day of the month.
- (b) The salary review date of an employee who is transferred or whose position is re-evaluated shall remain unchanged.
- (c) The salary review date of an employee who has been on leave of absence without pay in excess of six (6) continuous months shall be moved to a date which provides for a total of twelve (12) months of paid employment between anniversary dates.
- (d) Where the job evaluation of a position or the regrading of a position is to take effect retroactively, only employees on strength on the date of implementation of such change shall be entitled to receive any retroactive benefits that might accrue.

- 23.11 (a) Where a position is re-evaluated as a result of a change in duties and responsibilities and the maximum rate of pay of the new pay range exceeds the maximum rate of pay of the old pay range, the incumbent of the position will be paid at the step in the new pay range which provides him/her with 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) Where a position is assigned a higher pay range as a result of regrading; that is, where there have been no substantial changes in the duties and responsibilities of the position evaluated, the incumbent of the position re-evaluated will be paid at the same step in the new pay range as they were in the old pay range.
- (c) The effective date of a re-evaluation that results in an increase in pay shall be the date upon which the employee began to substantially perform the new or changed duties, but in any event no retroactivity shall be paid for any re-evaluation adjustment that extends beyond sixty (60) days prior to the filing of a grievance or a job evaluation appeal, whichever is earlier.

23.12 An employee who the Employer assigns to be a mentor for a specific employee, to give guidance and advice in the professional development and training of that employee and who is not assigned those duties in his/her job description shall be paid a mentorship allowance of one hundred twenty dollars (\$120.00) per month (or portion thereof) for the length of the mentorship.

The mentor will report on the progress of the employee he/she is mentoring on a regular basis. The length of the mentorship shall be set out in advance in a mentorship agreement, and shall be for a minimum period of one week. The mentorship agreement shall set out the roles and responsibilities of the mentor and the process for evaluating the progress during the mentorship period of the employee he/she is mentoring.

23.13 Employees, other than employees assigned duties of translation and interpretation in their job descriptions, who are required by the Employer to use two (2) or more of the official languages of Nunavut shall receive a bilingual bonus of one thousand five hundred dollars (\$1,500.00) per annum. To qualify an employee has to demonstrate proficiency in, and use, Inuktitut or Inuinnaqtun.

#### **ARTICLE 24 - Reporting Pay**

- 24.01 (a) If an employee reports to work for his/her regularly scheduled shift and there is a change in his/her shift assignment, he/she shall be entitled to four (4) hours of work. When no work is available he/she shall receive compensation to four (4) hours pay at the straight time rate.
- (b) If an employee reports to work on his/her regularly scheduled shift and there is insufficient work available, he/she is entitled to four (4) hours of work. When no work is available he/she shall receive compensation to four (4) hours pay at the straight time rate.

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

### **ARTICLE 25 - Call Back Pay**

- 25.01 **"Call Back"** means calling of an employee to duty after he has reported off duty and before he is next scheduled for work.
- 25.02 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.
- 25.03 (a) When an employee reports to work overtime for which he/she has been recalled under the conditions described in Clause 25.02 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, upon the production of receipt for payment of transportation in excess of (\$5.00) five dollars.
- (b) Where the employee uses his/her personal motor vehicle, he/she shall be paid the appropriate distance rate specified in Article 40 - Duty Travel Expenses.

### **ARTICLE 26 - Shift Premium**

- 26.01 An employee who is regularly scheduled to work outside of the normal hours of work, 0800 to 1700, shall be paid a shift premium as follows:
- (a) One dollar and twenty cents (\$1.20) per hour for all hours worked between the hours of 4:00 p.m. and 12:00 midnight; and

- (b) One dollar and thirty five cents (\$1.35) per hour for all hours worked between the hours of 12:00 midnight and 8:00 a.m.

Shift premium will also be paid for all overtime hours worked contiguously to the periods specified in (a) and (b) above

- 26.02 Employees shall receive an additional premium of eighty cents (\$0.80) per hour for work on Saturday and/or Sunday for hours worked. Weekend premium shall be payable in respect of all regularly scheduled straight time hours worked on Saturday and/or Sunday.

### **ARTICLE 27 - Stand By**

- 27.01 (a) Where the Employer requires an employee to be available on standby during off-duty hours, an employee shall be entitled to a standby payment of \$13.50 for each eight (8) consecutive hours or portion thereof that he/she is on standby, except on his/her days of rest and designated paid holidays.
    - (i) For any period of standby on a day of rest or a designated paid holiday, he/she shall be paid \$18.00.
  - (b) 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 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.
  - (c) No standby payment shall be granted if an employee is unable to report for duty when required.
  - (d) An employee on standby who is required to report for work shall be paid, in addition to the standby pay, the appropriate overtime rate for all hours worked, subject to a minimum payment of four (4) hours pay at the straight time rate each time he/she reports, except that this minimum shall only apply once during each standby period of eight (8) consecutive hours or portion thereof.
  - (e) 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.
- 27.02 When an employee on standby is required to report for work, he/she shall be reimbursed transportation costs as follows:
    - (a) Actual cost of commercial transportation each way not to exceed five dollars (\$5.00) without the production of a receipt;

- (b) Where he/she uses his/her privately owned motorized vehicle, the appropriate distance rate specified in Article 40 - Duty Travel Expenses.

27.03 Subject to operational requirements and where there is cause, employees may refuse to be on stand by during off-duty hours.

## **ARTICLE 28 - Technological Change**

28.01 **Technological change** means:

- (a) the introduction by the Employer of equipment or material of a different nature than that previously utilized; and
- (b) a change in the Employer's operation directly related to the introduction of that equipment or material.

28.02 **Notice**

When the Employer is considering the introduction of a technological change which would result in significant changes in the employment status or working conditions of employees, it shall provide the Union and every affected employee, at least six (6) months notice before the introduction of a technological change, with a written description of the change it intends to carry out, disclosing foreseeable adverse effects on employees.

28.03 **Union-Management Meetings On Changes**

Where the Employer has notified the Union that it intends to introduce a technological change, the parties undertake to meet within the next fifteen (15) days and to hold constructive and meaningful consultations in an effort to reach agreement on solutions and administrative procedures to deal with problems arising from the change.

28.04 **Commitment**

The Employer shall make every reasonable effort to continue employment of employees who would otherwise become redundant because of technological change.

28.05 **Training**

Where an employee requires new or different skills as a result of technological change, the Employer shall make every reasonable effort to provide the required training courses at no cost to the employee.



## **ARTICLE 29 - Severance Pay**

29.01 The payment of severance pay under Articles 29 and 30 is subject to partial repayment if the employee is subsequently re-employed by the Employer within ninety (90) days. The partial repayment will equal the amount of severance received, less the amount of earnings had the employee remained continuously employed.

### **29.02 Lay-Off**

An employee who has one year or more of continuous employment and who is laid off is entitled to be paid severance pay.

29.03 An employee who is laid-off following the signing of this Agreement, may request one of the following options:

- (a) (i) Separation Assistance - The lay-off shall receive severance pay of two (2) weeks pay per year for the first ten complete years of continuous employment, and three (3) weeks pay for each succeeding complete year of continuous employment. The lay-off can request this payment be made bi-weekly to extend employment or in annual installments. The total amount of severance pay which may be paid under this sub-clause shall not exceed 65 weeks of pay.
- (ii) The Employer may waive the requirement to work the three month notice period or portion thereof and provide 13 weeks pay, or appropriate portion thereof in lieu:
  - (a) when the Employer determines the lay-offs work should be discontinued. The lay-off shall be provided priority staffing status for three months.
  - (b) when, upon the request of the lay-off, the Employer determines the lay-off's work can be discontinued. The lay-off waives the three month priority staffing status;

or;

- (b) (i) Severance Priority - The lay-off shall receive severance pay of 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 of pay for each succeeding complete year of continuous employment. The total amount of severance pay which may be paid under this sub-clause shall not exceed 28 weeks of pay.
- (ii) The lay-off shall be provided priority staffing for one (1) year from the last day of the lay-off notice period. Where a lay-off accepts an

appointment that is not indeterminate the lay-off shall continue to be provided priority staffing for the length of the appointment plus three (3) months. At no time will the length of the priority status be less than one (1) year.

- (iii) The Employer may waive the requirement to work the three month notice period or portion thereof and provide 13 weeks pay, or appropriate portion thereof in lieu:
  - (a) when the Employer determines the lay-off's work should be discontinued. The lay-off shall be provided priority staffing status for three months.
  - (b) when, upon the request of the lay-off, the Employer determines the lay-off's work can be discontinued. The lay-off waives the three month priority staffing status;

or;

- (c) Retraining - The lay-off shall, during the 3 month notice period be eligible for this option if:
  - (i) the lay-off has three (3) years of continuous service;
  - (ii) there is a specific vacant position or anticipated vacancy for which no other lay-off qualifies and the lay-off may become qualified with retraining; and
  - (iii) the employee and the Employer agree that the retraining can be completed within 12 consecutive months.

Retraining shall consist primarily of on-the-job training but may include course work or other formal training including college or university. Where practicable, the retraining shall take place in the lay-off's headquarters.

Lay-offs undertaking retraining shall be paid at their current range. Upon successful completion of retraining, the lay-off shall be appointed to the position for which she/he was retrained. The Employer shall pay all authorized costs associated with retraining including but not limited to tuition, travel and relocation.

Continuation and completion of a retraining plan are subject to satisfactory performance by the lay-off. Lay-offs who are unsuccessful in retraining shall be considered to be at the beginning of their lay-off period and they shall be notified in writing prior to the commencement of the lay-off period.

or;

- (d) Education Assistance - The lay-off may be eligible to apply for this option if:
- (i) the lay-off has 3 years of continuous employment.
  - (ii) the proposed program of study relates to positions within the Government.
  - (iii) the lay-off provides proof of acceptance in an educational program.

The Employer will pay for all of the costs of education assistance.

The lay-off is eligible for education assistance which is 80% of the lay-off's current salary for a period of up to twelve months. The lay-off is not eligible for priority status and is not guaranteed any future employment with the Employer.

Education assistance may be paid out over a term longer than twelve months to permit the lay-off to attend two consecutive semesters of instruction; however, the total amount paid out will not exceed 80% of twelve months salary.

29.04 In the case of an employee who is laid off for a second or subsequent time following the signing of this Agreement the amount of severance will be calculated on complete years of continuous service less any period in respect of which the employee was granted severance pay.

29.05 In the case of a term employee who is laid off the severance the employee receives shall not exceed the pay equal to the remainder of the term.

#### 29.06 **Resignation, Retirement and Death**

Employees commencing employment before September 2, 1995 shall receive severance pay on resignation, retirement or death in accordance with the severance pay provisions identified in Articles 32.05, 32.06 and 32.08 of the Collective Agreement between the Employer and the Union, which expired March 31, 1994, for the length (duration) of their employment. Employees shall be entitled to receive a copy of these articles upon request.

#### 29.07 **Termination For Health Reasons**

This Clause shall apply to an employee whose employment is terminated as a result of a recommendation made to the Employer that the employee was incapable of performing his/her duties because of chronically poor health; and when such occurs:

- (a) the employee shall be paid severance pay equal to the product obtained by multiplying his/her weekly rate of pay on termination of employment by the number of completed years of his/her continuous employment to a maximum of

thirty (30), less any period of continuous employment in respect of which severance pay was previously granted.

- (b) when employment is terminated under this Clause the employee shall have the right to waive his/her entitlement to severance pay and, in lieu thereof, be granted an equivalent period of leave with pay.

**29.08 Dismissal, Abandonment of Position**

An employee who is dismissed for cause from the Public Service or who has been declared to have abandoned his/her position shall not be entitled to severance pay.

**29.09 Voluntary Separation**

In the case of an employee terminated under Voluntary Separation or Position Relocation Separation the employee is entitled to severance as follows:

<b>Complete Years of Continuous Service</b>	<b>Weeks of Pay at Regular Rate of Pay</b>
1	15
2	16
3-4	17
5-6	18
7-8	19
9-10	22
11-12	25
13-14	28
15 plus	30

**ARTICLE 30 - Lay -Off**

- 30.01 (a) Where the duties of a position held by an employee are no longer required to be performed, the Employer may lay-off the employee. The Employer and the Union recognize the necessity and the justice of the application of the merit principle, which means qualifications and competence, in determining who will be laid off. It is agreed that where two (2) employees of equal merit face being laid off, length of service will be the deciding factor.
- (b) In order to minimize the adverse effects of lay-off, the Employer will provide retraining where practical.

- (c) Disputes arising from the application of reasonable job offers and priority status to lay-offs in the hiring process shall be determined by the Staffing Appeals Committee constituted under the Staffing Appeals Regulations. The Committee shall have the authority described in the Staffing Appeals Guidelines, in addition, the Committee shall:
  - (i) Where it finds that the job offer was reasonable, dismiss the appeal; or
  - (ii) Where it finds that the job offer was unreasonable, uphold the appeal and reinstate the full lay-off period; or
  - (iii) Where it finds the employee was given priority status, dismiss the appeal; or
  - (iv) Where it finds the employee was not given priority status, uphold the appeal and direct the Employer to rescind any appointment and reconsider the lay-off taking into account the employee's priority status.

Findings of the Staffing Appeals Committee shall be final and binding to all parties.

Priority Status means lay-offs are given priority over all other potential candidates including non laid off affirmative action candidates in the hiring process.

30.02 Before an employee is terminated by the Employer and the employee ceases to be an employee, the following provisions apply:

- (a) each such employee shall be given three (3) months lay-off notice in writing of the effective date of his/her lay-off;
- (b) every employee shall be entitled to options in accordance with the provisions in Article 29;
- (c) every employee subject to being laid-off shall, during the three (3) months notice period, 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;
- (d) the Employer shall make every attempt to provide a reasonable job offer within the employee's headquarters; including the consideration of appointment to positions occupied by employees who have applied for Voluntary Separation.
- (e) employees who refuse a reasonable job offer by the Employer are no longer considered laid-off as per Article 2.01(s) and will receive severance in accordance to either Article 29.06 or 29.07;

- (f) employees who accept a lower level position shall continue for a period of one year, to receive the salary and negotiated pay increases she/he was receiving or would receive had she/he not been served with lay-off notice or laid off.

### **ARTICLE 31 - Statement of Duties**

- 31.01 When an employee is first engaged or when an employee is reassigned to another position in the Bargaining Unit, the Employer shall, before the employee is assigned to that position, provide the employee with a current and accurate Statement of Duties of the position to which he/she is assigned.
- 31.02 Upon written request, an employee shall be entitled to a complete and current Statement of Duties and Responsibilities of his or her position's job evaluation level and point rating allotted by factor, where applicable.

### **ARTICLE 32 - Employee Performance Review And Employee Files**

#### **32.01 Performance Appraisal**

The prime purpose of performance appraisals will be the increased effectiveness of personnel in improving their competencies.

- (a) When a formal review of an employee's performance is made, the employee concerned shall be given the opportunity to discuss and then sign the review form in question to indicate that its contents have been read and understood. The employee shall also be given the opportunity to provide written comments to be attached to his/her performance appraisal and may use the grievance procedure in Article 34 to correct any factual inaccuracies in his/her performance appraisal.
- (b) The formal review of an employee's performance shall also incorporate an opportunity for the employee to state his/her career development goals and that every effort be made to develop the career potentials of each individual through In-Service Training, Retraining, or any other facets of career development which may be available.

#### **Personnel File**

- 32.02 The Employer agrees not to introduce as evidence in the case of promotional opportunities or disciplinary action any document from the file of an employee, the existence of which the employee was not made aware, by the provision of a copy thereof at the time of filing or within a reasonable period thereafter.

- 32.03 Any document or written statement related to disciplinary action, which may have been placed on the Personnel file of an employee, shall be destroyed after 12 months of employment have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.
- 32.04 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.

### **ARTICLE 33 - Job Evaluation**

- 33.01 During the term of this Agreement, if a new or revised Job Evaluation System is implemented by the Employer, the Employer shall before applying the new or revised Job Evaluation System, negotiate with the Union the rates of pay and the rules affecting the pay of employees for the evaluations 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 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.
- 33.02 During the term of this Collective Agreement the Hay Job Evaluation Guide Charts, in conjunction with benchmark positions as set out in the Job Evaluation Manual, will be used for assessing the value of positions to which employees are assigned.
- 33.03 (a) Where an employee believes that his/her position has been improperly evaluated and prior to filing an appeal under Clause 33.04, the employee is encouraged to discuss the evaluation of his/her position with his/her supervisor or a representative of management who is knowledgeable in the job evaluation system.
- (b) Upon request the employee shall be provided a copy of the Statement of Duties for his/her position together with the point rating and the rationale supporting the point rating assigned.
- 33.04 Where the employee believes that his/her position has been improperly evaluated the employee may file an Appeal with the Deputy Head of their Department. The Deputy Head shall refer the Appeal to the Department of Human Resources for resolution by a Job Evaluation Appeal Board.

- 33.05 (a) The Job Evaluation Appeal Board shall consist of a chairperson or chairpersons chosen by the Employer and the Union. Each chairperson must be knowledgeable of the method of job evaluation and the program within Nunavut. Only one chairperson shall sit on any Appeal.
- (b) Should either the Union or the Employer become dissatisfied with any chairperson, that party has the right to unilaterally declare that chairperson no longer acceptable. No reason need be given nor sought. If a party so declares a chairperson unacceptable, the Employer and the Union are obliged to meet within a reasonable period of time to begin the selection process for a new chairperson.
- (c) If there is a period of time where there is no chairperson, all Appeals shall be held until the parties have agreed upon a new chairperson.
- (d) The Union and the Employer shall each pay one-half (1/2) of the remuneration and expenses of the Chairperson(s) of the Job Evaluation Appeal Board.
- (e) The Job Evaluation Appeal Board may sit in Iqaluit or some other place in Nunavut that might seem appropriate to the Board under the circumstances. The employee and the Employer shall each be represented by a single representative before the Job Evaluation Appeal Board. The Board shall give the employee and the Employer an opportunity to be heard and explain the reasons for the appeal.
- (f) The Job Evaluation Appeal Board may, determine that the position's evaluation is inappropriate and determine the proper evaluation for the position.
- (g) The decision of the Job Evaluation Appeal Board is binding on the Employer, the Union and the employee until such time as the employee has been promoted, transferred or provided with a new Statement of Duties by the Employer.
- 33.06 An employee may withdraw his/her appeal at any time during the process described in this Article.



## **ARTICLE 34 - Adjustment of Disputes**

- 34.01 (a) The Employer and the Union recognize that grievances may arise in each of the following circumstances:
- (i) By the interpretation or application of:
    - (a) a provision of an Act, or a regulation, direction or other instrument made or issued by the Employer dealing with terms or conditions of employment;
    - (b) a provision of this Collective Agreement or Arbitral Award.
  - (ii) Disciplinary action resulting in demotion, suspension, or a financial penalty.
  - (iii) Dismissal from the Public Service.
  - (iv) Letters of discipline placed on personnel file.
- (b) The procedure for the final resolution of the grievances listed in (a)(i) above is as follows:
- (i) Where the grievance is one which arises in circumstances outlined in (a)(i)(a) or in (iv), the final level of resolution is to the Minister responsible for the *Public Service Act*
  - (c) Where the grievance is one which arises out of the interpretation or application of the Collective Agreement the final level of resolution is to arbitration.
  - (d) Where the grievance arises as a result of disciplinary action resulting in demotion, suspension, or a financial penalty or dismissal from the Public Service, the final level of resolution is to arbitration.
- 34.02 If he/she so desires, an employee may be assisted and represented by the Union when presenting a grievance at any level.
- 34.03 An employee who wishes to present a grievance at any prescribed level in the grievance procedure, shall transmit this grievance to his/her immediate supervisor or local officer--in-charge who shall forthwith:
- (a) forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate level; and
  - (b) provide the employee with a receipt stating the date on which the grievance was received by him/her.

- 34.04 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. When filing a grievance, the employee shall make an effort to state the nature of the grievance, the circumstances from which it arose, the Articles that have been infringed upon and the redress sought.
- 34.05 Except as otherwise provided in this Agreement a grievance shall be processed by recourse to the following steps:
- (a) Initial Level (first level of management)
  - (b) Final Level (Deputy Head)
- 34.06 The Employer shall designate a representative at each level in the grievance procedure and shall inform each employee to whom the procedure applies of the name or title of the person so designated, together with the name or title and address of the immediate supervisor or local officer-in-charge to whom a grievance is to be presented. This information shall be communicated to employees by means of notices posted by the Employer in places where such notices are most likely to come to the attention of the employees to whom the grievance procedure applies, or otherwise as determined by agreement between the Employer and the Union.
- 34.07 (a) The Union shall have the right to consult with the Labour Relations Division, Department of Human Resources, with respect to a grievance at each or any level of the grievance procedure.
- (b) Where an employee is required to attend a meeting with the Employer or a representative of the Employer to deal with matters that may give rise to the suspension or discharge of an employee, the employee shall be advised 24 hours in advance of the meeting of his/her right to have a representative of the Union at the meeting. At the employee's request, the meeting will be postponed for a maximum of three (3) working days.
- 34.08 An employee may present a grievance to the first level of the procedure in the manner prescribed in Article 34.04 not later than the fifteenth (15th) calendar day 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, excepting only where the grievance arises out of the interpretation or application with respect to him/her of this Collective Agreement, in which case the grievance must be presented within thirty (30) calendar days.
- 34.09 The Employer shall reply in writing to an employee's grievance within fourteen (14) calendar days at the first level, and within thirty (30) calendar days at the Final Level.

- 34.10 An employee 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 him/her, 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 him/her within the time prescribed in Article 34.10 within fourteen (14) calendar days after the day the reply was due.
- 34.11 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.
- 34.12 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 procedure shall apply except that the grievance may be presented at the final level.
- 34.13 The Union shall have the right to initiate and present a grievance on matters relating to health and safety to any level of management specified in the grievance procedure on behalf of one or more members of the Union.
- 34.14 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.
- 34.15 An employee may, by written notice to the Deputy Head, 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 endorsement, in writing, of the Union.
- 34.16 The Union shall have the right to initiate and present a grievance to any level of management specified in the grievance procedure related to the application or interpretation of this Agreement on behalf of one or more members of the Union.
- 34.17 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.
- 34.18 No proceedings under this Article are invalid by reason of any defect of form or any technical irregularity.

## Arbitration

- 34.19 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement including any question as to whether a matter is arbitrable or where an allegation is made that a term or condition of this Agreement has been violated, either of the parties may, after exhausting the grievance procedure in this Article, notify the other party in writing within twenty-one (21) days of the receipt of the reply at the Final Level, of his/her desire to submit the difference or allegation to arbitration under the *Public Service Act*.
- 34.20 (a) The parties agree that arbitration referred to in Clause 34.19 shall be by a single arbitrator, agreed upon by representatives of the parties from the following main and supplementary lists:
- (i) **Main Arbitrators:**
    - Richard Brown
    - Philip Chophi
    - Morley Gorsky
    - Paula Knopf
  - (ii) **Supplementary Arbitrators:**
    - Rod Germaine
    - David Kates
- (b) If the parties are unable to agree upon an arbitrator, either party may, within a 30 day period, apply to The Nunavut Court of Justice to appoint an arbitrator from;
- (i) the main list referred to in Clause 34.20(a)(i); or
  - (ii) in the event there are no arbitrators on the main list the parties will exchange lists consisting of two arbitrators they have selected from the supplementary list (34.20(a)(ii)). Each party will then have the right to veto one of the arbitrators from the other parties' list. The selection will then be made from the remaining arbitrators by the Nunavut Court of Justice.
  - (iii) When an arbitrator from the supplementary list (34.20(a)(ii) is used for four (4) formal arbitrations and neither the Union nor the Employer have any objections that arbitrator will be moved to the main list (34.20(a)(i)).

- (c) (i) Either party may have an arbitrator removed from either list by providing notice to the other party.
  - (ii) An arbitrator can only be appointed to the main or supplementary lists by mutual consent of the parties.
- 34.21 (a) The arbitrator has all of the powers granted to arbitrators under Section 12 of the *Arbitration Act* in addition to any powers which are contained in this Agreement. An arbitrator in a discipline case has the power to rescind, alter or amend the disciplinary decision, including the ability to reinstate the grievor with full or partial compensation for lost wages, or the ability to award compensation in discipline or other alleged violations of the Collective Agreement.
- (b) The arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it.
- (c) The award of the arbitrator shall be signed by him/her and copies thereof shall be transmitted to the parties to the dispute.
- 34.22 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 provisions of this Agreement, or to increase or decrease wages.
- 34.23 The Employer and the Union shall each pay one-half (1/2) of the remuneration and expenses of the arbitrator and each party shall bear its own expenses of every such arbitration.
- 34.24 Where a party has failed to comply with any of the terms of the decision of the arbitrator, either party or employee affected by the decision may, after the expiration of thirty (30) calendar days from the date of the release of the decision or the date provided in the decision for compliance, whichever is later, file in the office of Clerk of the Nunavut Court of Justice, a copy of the decision, exclusive of the reason therefore in the prescribed form, whereupon the decision may be entered in the same way as a judgment or an order of that Court and may be enforceable as such.
- 34.25 Where an employee files a grievance against his/her dismissal from the Public Service, the provisions of Clause 34.19 apply.
- 34.26 In addition to the powers granted to arbitrators under Section 12 of the *Arbitration Act* 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.

### **Expedited Arbitration**

- 34.27 As an alternative to the formal arbitration process set out in the foregoing paragraphs, by mutual agreement of the parties, a grievance may be referred to a previously agreed upon person who shall hear the grievance and who shall at the conclusion of the hearing, give an oral decision without reasons. Such decisions may not be used to alter, modify or amend any part of the appropriate Collective Agreement, and are made without precedent or prejudice to similar or like cases. Such a decision shall be final and binding upon both parties and no further action may be taken on that grievance by any means.

### **Arbitration Fee Schedule**

- 34.28 Arbitrators will be paid two hundred (\$200.00) dollars per hour for pre-hearing preparations, hearings, award preparations to a daily maximum of one thousand eight hundred (\$1,800.00) dollars. Travel time will be paid at a rate of one hundred and twenty-five (\$125.00) dollars per hour.
- 34.29 In the event the parties agree the Fee Schedule has become outdated new mutually agreed upon rates will replace the rates in Clause 34.28.
- 34.30 Any out of pocket expenses will be reimbursed separately.

### **ARTICLE 35 - Contracting Out**

- 35.01 The Employer will give all reasonable consideration to continued employment in the Public Service of employees who would otherwise become redundant because work is contracted out.
- 35.02 The Employer will seek the views of the Union before finalizing any plans to contract out work which would or could result in employees becoming redundant. The Employer agrees to provide information, including the rationale, relevant to the work that is being reviewed for the potential of contracting out. If the Union provides its views in writing fifteen (15) days of the date the Employer formally advises of the intention to contract out work, the Employer will provide a formal response prior to finalizing its plans. The timeline may be extended by mutual consent of the parties and such request will not be unreasonably denied

### **ARTICLE 36 - Superannuation and Benefits**

- 36.01 The *Public Service Superannuation Act* of Canada is a term or condition of employment for all members of the Bargaining Unit.
- 36.02 The Employer will, as a matter of practice, pursue waivers to superannuation benefits arising from termination of employment due to lay-off.
- 36.03 The Employer agrees to continue the past practice with respect to participation in the Public Service Health Care Plan unless there is mutual agreement between the parties to change the practice or the Plan.
- 36.04 The Employer shall provide, at no cost to the employees, Dental Plan 9D.

### **ARTICLE 37 - Safety and Health**

- 37.01 The Employer shall make reasonable provision for the safety and health of all its employees during their hours of employment;
- (a) Protective devices and other equipment deemed necessary to protect employees from injury shall be supplied by the Employer.
  - (b) It is mutually agreed that the Employer, the Union and employees shall cooperate to the fullest extent possible towards the prevention of accidents, and in reasonable promotion of safety and health.
  - (c) All standards established under the *Safety Act* and Regulations thereunder shall constitute minimum acceptable practice.
- 37.02 (a) The Employer and the Union agree to establish Health and Safety Committees. A Committee shall be established for each work place where the Employer and the Union agree such a Committee is appropriate.
- Each Committee shall consist of at least two persons, one of whom is an employee or, where the Committee consists of more than two persons, at least half of whom are employees who:
- (i) do not exercise managerial functions; and
  - (ii) have been selected by the Union.

(b) The following provisions will apply to the Health and Safety Committees:

(i) **Powers of Committee**

A Safety and Health Committee:

- (a) shall receive, consider and expeditiously dispose of complaints relating to the safety and health of the employees represented by the Committee;
- (b) shall maintain records pertaining to the disposition of complaints relating to the safety and health of the employees represented by the Committee;
- (c) shall co-operate with any occupational health service established to serve the work place;
- (d) may establish and promote safety and health programs for the education of the employees represented by the Committee;
- (e) shall participate in all inquiries and investigations pertaining to occupational safety and health including such consultations as may be necessary with persons who are professionally or technically qualified to advise the Committee on such matters;
- (f) may develop, establish and maintain programs, measures and procedures for the protection or improvement of the safety and health of employees;
- (g) shall monitor on a regular basis programs, measures and procedures related to the safety and health of employees;
- (h) shall ensure that adequate records are kept on work accidents, injuries and health hazards and shall monitor data relating to such accidents, injuries and hazards on a regular basis;
- (i) shall co-operate with safety officers appointed pursuant to the *Safety Act*;
- (j) may request from an Employer such information as the Committee considers necessary to identify existing or potential hazards with respect to materials, processes or equipment in the work place; and
- (k) shall have full access to all Government and Employer reports relating to the safety and health of the employees represented by the Committee but shall not have access to the medical records of any person except with the consent of that person.



- (l) may make recommendations to the Employer on monitoring and developing of prevention strategies or procedures to reduce the risk of staff abuse.

(ii) **Records**

A Safety and Health Committee shall keep accurate records of all matters that come before it pursuant to subsection (1) and shall keep minutes of its meetings and shall make such minutes and records available to a safety officer on his/her request.

(iii) **Meetings of Committee**

A Safety and Health Committee shall meet during regular working hours at least once each month and, where meetings are required on an urgent basis as a result of an emergency or other special circumstance, the Committee shall meet as required whether or not during regular working hours.

(iv) **Payment of Wages**

A member of a Safety and Health Committee is entitled to such time from his/her work as is necessary to attend meetings or to carry out any other functions as a member of the Committee, and any time spent by the member while carrying out any of his/her functions as a member of the Committee shall, for the purpose of calculating wages owing to him/her, be deemed to have been spent at his/her work.

(v) **Limitation of Liability**

No member of a Safety and Health Committee is personally liable for anything done or omitted to be done by him/her in good faith under the purported authority of this section or any regulations made under this section.

- (vi) The Employer shall post and keep posted the names and work locations of all the members of the Safety and Health Committee established for the work place controlled by him/her in a conspicuous place or places where they are likely to come to the attention of his/her employees.

- (c) The Employer and the Union shall, by mutual agreement, appoint Safety and Health representatives where the Employer and the Union agree such appointments are appropriate.

(d) The following provisions will apply to the Safety and Health representatives:

(i) **Powers of Representative**

A Safety and Health representative:

- (a) shall receive, consider and expeditiously dispose of complaints relating to the safety and health of the employees represented by the representative;
- (b) shall participate in all inquiries and investigations pertaining to occupational safety and health including such consultations as may be necessary with persons who are professionally or technically qualified to advise the representative on such matters;
- (c) shall monitor on a regular basis, programs, measures and procedures related to the safety and health of employees;
- (d) shall ensure that adequate records are kept on work accidents, injuries and health hazards and shall monitor data relating to such accidents, injuries and hazards on a regular basis;
- (e) may request from the Employer such information as the representative considers necessary to identify existing or potential hazards with respect to materials, processes or equipment in the work place; and
- (f) shall have full access to all Government and Employer reports relating to safety and health of the employees represented by the representative but shall not have access to the medical records of any person except with the consent of that person.

(ii) **Payment of Wages**

A Safety and Health representative is entitled to such time from his/her work as is necessary to attend meetings or to carry out any other function as a Safety and Health representative of the Committee and any time spent by the Safety and Health representative while carrying out his/her functions as a Health and Safety representative of the Committee shall, for the purpose of calculating wages owing to him/her, be deemed to have been spent at his/her work.

(iii) **Limitation of Liability**

No Safety and Health representative is personally liable for anything done or omitted to be done by him/her in good faith under the purported authority of this section.

(iv) **Posting of Name and Work Location**

An Employer shall post and keep posted, in a conspicuous place or places where it is likely to come to the attention of his/her employees, the name and work location of the Safety and Health representative appointed for the work place controlled by him.

**Adverse Weather Conditions**

37.03 Except in emergency situations, the Employer shall not require an employee to work outdoors under extreme weather conditions.

37.04 **Right to Refuse Dangerous Work**

An employee shall have the right to refuse to work in situations which can reasonably be considered dangerous.

- (a) "danger" means any hazard or condition that could reasonably be expected to cause injury or illness to an employee or other persons exposed thereto before the hazard or condition can be corrected.
- (b) 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 and safety of any other employee at the place of employment until sufficient steps have been taken to satisfy him/her otherwise or until the Chief Safety Officer or his/her representative has investigated the matter and advised him/her otherwise.
- (c) The Employer shall not assign another employee to do the work assignment until a Union member and an Employer member of the Safety and Health Committee have investigated the situation and deemed it to be safe.

37.05 The Employer and the Union agree to encourage the employees to work in a safe manner and the employees shall observe the safety and health rules and practices established by the Employer. Employees failing to abide by safety rules and regulations may be subject to disciplinary action.

## **Medical Examination**

37.06 Where the Employer requires an employee to undergo a specific medical, hearing or vision examination by a designated qualified medical practitioner, the examination will be conducted at no expense to the employee. The employee shall, upon written request, be able to obtain results of all specific medical, hearing or vision examinations conducted.

Employees shall authorize that the requested specific medical, hearing, or vision examination information be supplied to the Employer with the understanding that such information shall be maintained in a confidential manner in the Human Resource Section of the applicable Department, Board, Agency or Region. Employees shall not refuse to take such medical, hearing, or vision examinations.

37.07 Employees shall, as soon as practical, report all personal injuries and/or accidents, which occur on the job, to their immediate or designated supervisor. As deemed necessary, such accidents shall be jointly investigated by one member from management and one employee. Where practical, such members shall be from Joint Health and Safety Committees.

37.08 Employees who are required to attend First Aid and Safety training courses shall be granted time off with pay for such training. The Employer shall pay for such course fees and tuition.

### **37.09 Transportation of Injured Workers**

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 work place.

### **37.10 Workplace Hazardous Materials Information Systems**

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

### **37.11 Video Display Terminals**

Employees who are required to regularly work directly with Video Display Terminals (VDTs) shall have a 10 minute break away from the VDT after each hour of continuous operation.

### **ARTICLE 38 - Nunavut Northern Allowance**

38.01 A Nunavut Northern Allowance will be paid to every employee, based upon the community in which they are employed, in accordance with this Article.

- (i) Subject to 38.03, the Allowance will be paid bi-weekly as set out in Article 23.02.
- (ii) The allowance for casual, part-time and seasonal employees will be pro-rated to an hourly rate by dividing the annual rate for the community by the standard yearly hours (1950 or 2080).
- (iii) No Allowance will be paid for overtime.

38.02 The Annual rates for Nunavut Northern Allowance are as follows:

**Nunavut Northern Allowance  
Payment Schedule - Effective Dates**

	<b>April 1, 2000</b>	<b>September 30, 2001</b>	<b>April 1, 2002</b>
<b>Arctic Bay</b>	\$14,437	\$15,838	\$17,239
<b>Arviat</b>	\$9,591	\$10,692	\$11,792
<b>Baker Lake</b>	\$12,938	\$13,812	\$14,686
<b>Cambridge Bay</b>	\$12,893	\$13,025	\$13,158
<b>Cape Dorset</b>	\$12,131	\$13,573	\$15,015
<b>Chesterfield Inlet</b>	\$12,921	\$13,804	\$14,686
<b>Clyde River</b>	\$12,925	\$14,806	\$16,688
<b>Coral Harbour</b>	\$15,340	\$15,340	\$15,340
<b>Gjoa Haven</b>	\$14,873	\$15,453	\$16,034
<b>Grise Fiord</b>	\$16,060	\$19,155	\$22,251
<b>Hall Beach</b>	\$13,659	\$15,436	\$17,213
<b>Igloolik</b>	\$13,486	\$14,880	\$16,274
<b>Iqaluit</b>	\$10,203	\$10,753	\$11,303
<b>Kimmirut</b>	\$11,812	\$13,398	\$14,984
<b>Kugaaruk</b>	\$14,531	\$16,653	\$18,775
<b>Kugluktuk</b>	\$12,099	\$13,493	\$14,886
<b>Nanisivik</b>	\$13,324	\$15,281	\$17,239
<b>Pangnirtung</b>	\$11,766	\$12,494	\$13,223
<b>Pond Inlet</b>	\$13,341	\$15,879	\$18,416
<b>Qikiqtarjuaq</b>	\$12,544	\$14,559	\$16,573
<b>Rankin Inlet</b>	\$11,202	\$11,572	\$11,942
<b>Repulse Bay</b>	\$15,341	\$15,341	\$15,341
<b>Resolute Bay</b>	\$14,275	\$16,314	\$18,353
<b>Sanikiluaq</b>	\$10,176	\$11,664	\$13,152
<b>Taloyoak</b>	\$15,027	\$15,523	\$16,019
<b>Whale Cove</b>	\$13,779	\$13,779	\$13,779

38.03 Indeterminate employees have the option to receive the Nunavut Northern Allowance payment in one lump sum, payable on March 31 after it has been earned. Employees who wish to receive Nunavut Northern Allowance in this manner must notify the Employer prior to March 15 of the previous year. For example, an employee who wishes to receive the Nunavut Northern Allowance as a lump sum payment on March 31 2002, must notify the Employer of his/her desire to do so by March 15, 2001.

38.04 If an employee chooses the lump sum option in Article 38.03 and terminates employment prior to March 31, he/she shall receive the Nunavut Northern Allowance on a prorated basis, calculated up to the date of termination of employment.

38.05 Employees who are hired after April 1, and choose the lump sum option in Article 38.03 shall, on March 31, receive the Nunavut Northern Allowance on a prorated basis from the date of hire until March 31.

## **ARTICLE 39 - RELOCATION**

### **39.01 Introduction**

- (a) The Employer will provide financial relocation assistance to employees and their dependants on initial recruitment, relocation or termination of employment.
- (b) Financial assistance will be provided for shipment of furniture and/or personal effects, long-term storage arrangements and personal travel expenses.

### **39.02 Application**

This article applies to all employees of the bargaining unit except casual employees. There will only be one entitlement per household.

### **39.03 Definitions**

- (a) Length of service is continuous service (as defined in 2.01(e)) with the Employer .
- (b) A year of service is a twelve-month period from the date of initial appointment.
- (c) An employee without dependants for the purposes of this Article, is an employee with whom no dependants (as defined in 2.01(j)) reside in the same residence. An employee with dependants, for the purposes of this Article is an employee who has dependants (as defined in 2.01(j)) residing in the same residence.
- (d) “Furnished Accommodation” means Employer designated accommodation, furnished by the Employer or furnished accommodation arranged by the employee.
- (e) “Unfurnished Accommodation” means Employer designated accommodation, unfurnished by the Employer or unfurnished accommodation arranged by the employee.
- (f) “Moving Company” is defined as the company contracted to move an employee’s personal effects.
- (g) “Storage Company” is defined as the company contracted to provide long-term storage services.
- (h) “Relocation Coordinator” is the Employer’s officer designated to administer relocations.

- (i) Relocation Assistance provides an employee with financial assistance in the form of one lump sum payment, to assist him/her in coordinating and arranging for his/her final move.

#### **39.04 Initial Hire or Relocation Guidelines**

- (a) The Relocation Coordinator is responsible for the coordination of all relocation arrangements. There will be no reimbursement for any relocation made without the prior approval of the Relocation Coordinator.
- (b) Upon initial hire, for all appointments of less than one year in duration, only furnished accommodation will be provided through the Employer, if available.
- (c) Upon initial hire, for all appointments of greater than one year in duration, furnished and unfurnished accommodation will be made available as determined by the Employer.
- (d) Any employee of the Employer, who relocates to a new community for reasons of continued employment with the Employer, or accepts a change in appointment status in a different community with the Employer, will be entitled to the same relocation benefits as upon an initial hire.
- (e) Travel advances may be awarded, but shall not exceed the estimated amount of the employee's entitlement under this article.
- (f) Reimbursement for expenses paid in relation to a move shall be limited to those costs that would have been incurred if the move had been carried out in the most practical and economical manner.

#### **39.05 Travel**

- (a) Transportation of the employee and dependants will be by the most economical means from the point of recruitment.
- (b) Employees shall be deemed to be on duty travel for time in transit. Employees shall be compensated for travel at regular salary for the time in transit, to a maximum of three (3) days.

#### **39.06 Accommodation**

- (a) Compensation will be provided for commercial accommodation for the employee, or the employee and his/her dependants, while in direct travel status to the place of employment, for a maximum of three days at the most economical rates.



- (b) At destination, compensation for interim commercial lodgings will be provided for the employee, or the employee and his/her dependants, while awaiting the arrival of furniture and/or effects, and/or the availability of accommodation, for up to twenty-one (21) days. Interim accommodation at a private home will be compensated for at \$50.00 per day for the employee, with an additional \$5.00 per day for each dependant.
- (c) In exceptional cases, this period may be extended by the Deputy Head due to a delay in the arrival of furniture or availability of accommodation.

#### **39.07 Meals and Incidentals**

- (a) Expenses for meals and incidentals will be provided for the employee and his/her spouse, plus an amount equal to one-half the full rate for other dependants while on travel status;
  - (i) en route to the new employment location, for a maximum of three days;
  - (ii) for any eligible period of interim accommodation; and
- (b) while awaiting the arrival of furniture and/or effects, and/or the availability of accommodation; in accordance with entitlements under the Duty Travel article, for up to twenty-one (21) days.
- (c) In exceptional cases, this period may be extended by the Deputy Head due to a delay in the arrival of furniture or availability of accommodation.

#### **39.08 Cancellation of Rental Agreement**

Indeterminate employees will be entitled, both on initial and subsequent moves, to the cost of breaking rental agreements or leases, including other related cancellation fees, to a maximum amount equal to three months' rent.

#### **39.09 Duplicate Costs**

- (a) For any indeterminate employee who has accepted employment with the Employer, and who has been paying for both his/her old and new places of residence, duplicate costs will be reimbursed up to a maximum of three (3) months, for the lesser amount of:
  - (i) the monthly mortgage payment on the old residence; or
  - (ii) the monthly rental/mortgage payment on the new residence.

**39.10 Real Estate Costs**

An indeterminate employee who owns and occupies a single family dwelling as a principal residence and is required to transfer from one place of duty to another in the service of and as an employee of Employer may be reimbursed actual real estate, legal and notarial fees incurred in the sale of the residence, provided that the residence is sold and/or purchased within one year of the date the employee was authorized to transfer.

**39.11 Food and Transportation Assistance**

Indeterminate employees who are newly appointed or transferred for the first time to one of the communities listed below will be given a recoverable allowance, up to a maximum of \$5000.00 per household.

Arctic Bay	Arviat	Gjoa Haven
Cape Dorset	Baker Lake	Kugaaruk
Clyde River	Chesterfield Inlet	Taloyoak
Grise Fiord	Coral Harbour	Kugluktuk
Hall Beach	Whale Cove	
Igloolik	Repulse Bay	
Kimmirut		
Nanisivik		
Pangnirtung		
Pond Inlet		
Qikiqtarjuaq		
Resolute Bay		
Sanikiluaq		

**39.12 Repayment**

Recovery of this allowance will be made through bi-weekly payroll deductions. The number of deductions will not exceed the term of employment with the Employer or twelve (12) months, whichever is less.

### 39.13 **Incidental Expenses**

- (a) For all employees claiming expenses under this article, the following reimbursements will apply upon presentation of receipts:
  - (i) long distance phone calls or faxes associated with the move;
  - (ii) an award of \$250.00 to an employee moving into unfurnished accommodation;
  - (iii) an award of \$125.00 to an employee moving into furnished accommodation;
  - (iv) temporary storage of effects pending availability of accommodation when pre-authorized by the Employer; and/or
  - (v) taxi fares related to the move.

### 39.14 **Personal Effects and Weight Allotments**

- (a) Excess baggage to a maximum of six (6) pieces not more than 32kg (70 lbs.) each for the employee and two (2) pieces not more than 32kg (70 lbs.) each for each dependant where:
  - (i) effects are moved separately by a slower method of transportation; and
  - (ii) no other expenses are paid for the movement of these effects.
- (b) The following maximum weight entitlements apply for all appointments of less than one year in duration. When available, only furnished accommodation will be made available with the additional option of long-term storage provisions (see Table A-1)
- (c) For all appointments of one year or more in duration, furnished or unfurnished accommodation will be made available.
- (d) For all appointments of one year or more in duration, moving to furnished accommodation, the following maximum weight entitlements apply: (see Table A-2)
- (e) For all appointments of one year or more in duration, moving to unfurnished accommodation the following maximum weight entitlements apply: (see Table A-3)
- (f) Where the total weight entitlement for relocation of effects is not used at the time of the initial move, the balance of the allowance cannot be claimed at a later date, except in cases where transportation problems preclude moving the total weight entitlement in one shipment. In these cases, extensions are subject to the approval of the Deputy Head of Human Resources, or designate.

### 39.15 Long Term Storage Provisions

- (a) An employee who leases furnished accommodations will be provided with long-term storage benefits for the length of his/her appointment, or three years, whichever is less.
- (b) Any employee of the Employer who relocates to a new community or accepts a change in appointment to indeterminate status with the Employer, and continues to lease furnished accommodations will be entitled to a renewal of the long-term storage benefit provision, for the length of his/her new appointment or three years, whichever is less.
- (c) An employee of the Employer, who moves to unfurnished accommodations in a new community and is presently in receipt of long-term storage benefits, will be entitled to the relocation of his/her effects out of storage and to his/her new accommodation at the Employer's expense, subject to the maximum amounts set out in this Article.
- (d) Early termination of term appointments, or resignation will result in the cancellation of long-term storage agreements.
- (e) Extensions of the maximum, three-year, long-term storage provision will only be considered for exceptional reasons and must be approved by the Deputy Head.
- (f) The employee will be responsible for payment of insurance costs for long-term storage provisions.
- (g) Any costs associated with the relocation of furniture and effects from long-term storage will be the employee's responsibility.
- (h) The Relocation Coordinator will provide the storage company and the employee with a written notice, thirty (30) days in advance of the expiry of a long-term storage contract.
- (i) Furniture and effects designated for long-term storage will form part of the employee's total allowable weight allotments. The maximum weight the employee will be entitled to put into storage at the Employer's cost will be his/her maximum allowable weight entitlement, as defined in Tables A-1, A-2 and A-3, less any weight shipped to the new work location.

### 39.16 Procedures

- (a) The Relocation Coordinator will discuss the election for long-term storage arrangements with the employee, at the same time arrangements for the employee's move are being made.
- (b) The Relocation Coordinator will calculate and advise the employee of the maximum weight he/she is eligible to put into storage at the Employer's expense.

- (c) The Relocation Coordinator will advise the moving company of the requirement for storage and the maximum weight entitlements, and will record the information on the Relocation Estimate and Authorization Form, when the arrangements are being made to move the employee's effects.
- (d) The Relocation Coordinator will create a reminder record for 45 days before the Employer's responsibility for the employee's storage contract will end.
- (e) The Relocation Coordinator will advise the moving company that the Employer will pay the costs for storage of the effects for the employee's allowable entitlement period, and that the employee is responsible for insuring the goods in storage. This information is also recorded on the Relocation Estimate and Authorization Form.
- (f) Written notices will be sent to employees who are in receipt of long-term storage benefits in April of each year, advising of:
  - (i) the monthly cost of long-term storage; and
  - (ii) the time remaining for which the Employer will pay storage costs.
- (g) At the end of the storage contract, the employee will have two options:
  - (i) remove the goods from the storage company; or
  - (ii) negotiate a new, independent storage contract with the storage company.
- (h) Should an employee relocate to another community for reasons of a new appointment with the Employer, or to an indeterminate appointment with the Employer, and into furnished accommodation, the Relocation Coordinator will authorize the storage company to continue billing the Employer for the length of his/her appointment, or three years, whichever is less.
- (i) Should an employee relocate to another community for reasons of a new appointment with the Employer, or relocation of employment with the Employer, and into unfurnished accommodation, the Relocation Coordinator will authorize the movement of effects from storage to the new residence, subject to the maximum amounts set out in this Article. The moving company will be informed on the Relocation Estimate and Authorization form.
- (j) The Relocation Coordinator will maintain copies of all correspondence and invoices related to long-term storage in the employee's relocation/storage file.
- (k) The Relocation Coordinator will pay all invoices for storage of the employee's effects. Each time an invoice is paid, the Relocation Coordinator will verify the expiry date of the employee's long-term storage contract.

### **39.17 Relocation on Termination**

Relocation on termination assistance provides employees who terminate their employment with the Employer with financial relocation assistance to move themselves and their dependants, if applicable, and their effects, from their community of residence.

#### **39.18 Indeterminate Employees**

- (a) On termination, an indeterminate employee, with or without dependants, who leases unfurnished accommodations, or who leases furnished accommodations or owns his/her own home, will be provided financial assistance on a percentage basis for years of completed service, as defined in Table A-6.
- (b) These percentages will be calculated against the lump sum payment entitlements, as illustrated in the applicable tables in Table A-4.

#### **39.19 Term Employees**

- (a) On termination, a term employee, with or without dependants, who leases unfurnished accommodations, or who leases furnished accommodations or owns his/her own home, will be provided financial assistance on a percentage basis for years of completed service, as defined in Table A-6.
- (b) These percentages will be calculated against the lump sum payment entitlements, as illustrated in the applicable tables in Table A-5.

#### **39.20 Guidelines**

- (a) To be eligible for this assistance, an employee who terminates employment with the Employer must certify his/her intention to leave his/her community of employment at the time of resignation.
- (b) An employee who is dismissed, rejected on probation, or declared to have abandoned his/her position is not eligible for relocation assistance.
- (c) The estate of a deceased employee is eligible for 100% relocation allowance, depending upon the employee's accommodation, number of dependants and employee status. The cost of shipping the body will also be reimbursed by the Employer, and will be in addition to the deceased employee's allowance entitlement.
- (d) Any employee who does not provide required notice of their employment will have their resignation accepted "with prejudice", and therefore will not be entitled to any relocation allowance on termination.
- (e) Reimbursement provided to an employee will be to assist him/her in his/her relocations.
- (f) An employee who receives relocation assistance from any other source will not be eligible for relocation assistance in accordance with this Article.

### 39.21 Procedures

- (a) Upon inquiry by the employee, the Relocation Coordinator will provide information on relocation entitlements.
- (b) Employees are to be advised that their relocation will be reduced by any monies owed to the Employer that cannot be recovered from their final pay.
- (c) Before any relocation allowance is paid, the employee must provide the Relocation Coordinator with authorization for relocation approved by the employee's Deputy Head.
- (d) In addition, before any relocation allowances is paid, the Relocation Coordinator will check with the Department of Finance and Administration to confirm there are no outstanding monies owed to the Employer, that cannot be collected from the employee's final pay.
- (e) The Relocation Coordinator will check for any effects that may be in long-term storage at the Employer's expense. Should any effects be in long-term storage, the Relocation Coordinator will advise both the employee and the storage company that the Employer's responsibility will end 30 days after the employee's termination date. The employee will be responsible for moving the effects out of storage.
- (f) Lump sum payments will be in the form of a cheque from the Employer, which will be consistent with an employee's employment status, dependant status, and the terms of this Article.
- (g) The employee will be responsible for making all moving and travel arrangements and for paying for his/her move.
- (h) The employee will be responsible for providing required notices to terminate leased accommodation to both the Relocation Coordinator and the appropriate landlord or property administrator of his/her accommodation.
- (i) The Relocation Coordinator will ensure that copies of all relevant documents are placed in the employee's relocation file.

**TABLE A-1**

1. Relocation In - Eligible Weight Entitlements
2. Indeterminate And Term Employees
3. Appointed For Periods Of Less Than One Year
4. Furnished Accommodation

<b>Family Status</b>	<b>Accommodation Status</b>	<b>Eligible Weight</b>
Without Dependants	Furnished only	56.7 kgs (125 lbs.) per month of service contracted, to maximum of 680.4 kgs (1,500 lbs.)
With Dependants	Furnished only	151.5 kgs (334 lbs.) per month of service contracted, to maximum of 1,814 kgs (4,000 lbs.)



**Table A-2**

1. Relocation In - Eligible Weight Entitlements
2. Indeterminate And Term Employees
3. Appointed For Periods Of One Year Or More
4. Furnished Accommodation

<b>Family Status</b>	<b>Accommodation Status</b>	<b>Eligible Weight</b>
Without Dependants	Furnished only	680.4 kgs (1,500 lbs.)
With Dependants	Furnished only	1,814.4 kgs (4,000 lbs.)

**Table A-3**

1. Relocation In - Eligible Weight Entitlements
2. Indeterminate And Term Employees
3. Appointed For Periods Of One Year Or More
4. Unfurnished Accommodation

<b>Family Status</b>	<b>Accommodation Status</b>	<b>Eligible Weight</b>
Without Dependants	Unfurnished	1,814.4 kgs (4,000 lbs.)
With one Dependand	Unfurnished	2,721.6 kgs (6,000 lbs.)
With two Dependants	Unfurnished	3,175.2 kgs (7,000 lbs.)
With three Dependants	Unfurnished	3,628.8 kgs (8,000 lbs.)
With four or more Dependants	Unfurnished	4,082.4 kgs (9,000 lbs.)

**Table A-4**

1. Relocation Out Reimbursement Schedule
2. Maximum Relocation Allowance
3. Indeterminate Employees
4. Unfurnished and Furnished Accommodation

<b>Community</b>	<b>Unfurnished Without Dependants</b>	<b>Unfurnished With Dependants</b>	<b>Furnished Without Dependants</b>	<b>Furnished With Dependants</b>
Arctic Bay	\$8,287	\$13,812	\$6,215	\$10,359
Qikiqtarjuaq	\$8,042	\$13,404	\$6,032	\$10,053
Cape Dorset	\$7,729	\$12,882	\$5,797	\$9,662
Clyde River	\$9,058	\$15,096	\$6,793	\$11,322
Grise Fiord	\$10,638	\$17,730	\$7,979	\$13,298
Hall Beach	\$8,233	\$13,722	\$6,175	\$10,292
Igloodik	\$8,233	\$13,722	\$6,175	\$10,292
Iqaluit	\$6,170	\$10,284	\$4,628	\$7,713
Kimmirut	\$6,732	\$11,220	\$5,049	\$8,415
Nanisivik	\$8,078	\$13,464	\$6,059	\$10,098
Pangnirtung	\$7,376	\$12,294	\$5,532	\$9,221
Pond Inlet	\$10,066	\$16,776	\$7,549	\$12,582
Resolute Bay	\$8,338	\$13,896	\$6,253	\$10,422
Sanikiluaq	\$4,979	\$8,298	\$3,734	\$6,224
Arviat	\$5,152	\$8,586	\$3,864	\$6,440
Baker Lake	\$7,085	\$11,808	\$5,314	\$8,856
Chesterfield Inlet	\$5,994	\$9,990	\$4,496	\$7,493
Coral Harbour	\$7,988	\$13,314	\$5,991	\$9,986
Rankin Inlet	\$5,180	\$8,634	\$3,885	\$6,476
Repulse Bay	\$7,988	\$13,314	\$5,991	\$9,986
Whale Cove	\$5,944	\$9,906	\$4,458	\$7,430
Cambridge Bay	\$5,022	\$8,370	\$3,767	\$6,278
Gjoa Haven	\$8,021	\$13,368	\$6,016	\$10,026
Kugluktuk	\$4,964	\$8,274	\$3,723	\$6,206
Kugaaruk	\$8,935	\$14,892	\$6,701	\$11,169
Taloyoak	\$8,554	\$14,256	\$6,415	\$10,692

**Table A-5**

1. Relocation Out Reimbursement Schedule
2. Maximum Relocation Allowance
3. Term Employees
4. Unfurnished and Furnished Accommodation

<b>Community</b>	<b>Unfurnished Without Dependants</b>	<b>Unfurnished With Dependants</b>	<b>Furnished Without Dependants</b>	<b>Furnished With Dependants</b>
Arctic Bay	\$6,215	\$10,359	\$4,662	\$7,769
Qikiqtarjuaq	\$6,032	\$10,053	\$4,524	\$7,540
Cape Dorset	\$5,797	\$9,662	\$4,348	\$7,247
Clyde River	\$6,793	\$11,322	\$5,095	\$8,492
Grise Fiord	\$7,979	\$13,298	\$5,984	\$9,974
Hall Beach	\$6,175	\$10,292	\$4,631	\$7,719
Igloolik	\$6,175	\$10,292	\$4,631	\$7,719
Iqaluit	\$4,628	\$7,713	\$3,471	\$5,785
Kimmirut	\$5,049	\$8,415	\$3,787	\$6,311
Nanisivik	\$6,059	\$10,098	\$4,544	\$7,574
Pangnirtung	\$5,533	\$9,221	\$4,149	\$6,916
Pond Inlet	\$7,549	\$12,582	\$5,662	\$9,437
Resolute Bay	\$6,253	\$10,422	\$4,690	\$7,817
Sanikiluaq	\$3,734	\$6,224	\$2,801	\$4,668
Arviat	\$3,864	\$6,440	\$2,898	\$4,830
Baker Lake	\$5,314	\$8,856	\$3,985	\$6,642
Chesterfield Inlet	\$4,496	\$7,493	\$3,373	\$5,620
Coral Harbour	\$5,992	\$9,986	\$4,494	\$7,490
Rankin Inlet	\$3,886	\$6,476	\$2,914	\$4,857
Repulse Bay	\$5,992	\$9,986	\$4,494	\$7,490
Whale Cove	\$4,458	\$7,430	\$3,344	\$5,573
Cambridge Bay	\$3,767	\$6,278	\$2,825	\$4,709
Gjoa Haven	\$6,016	\$10,026	\$4,512	\$7,520
Kugluktuk	\$3,724	\$6,206	\$2,793	\$4,655
Kugaaruk	\$6,701	\$11,169	\$5,026	\$8,377
Taloyoak	\$6,415	\$10,692	\$4,811	\$8,019

**Table A-6**

1. Relocation Out Allowance Eligibility %
2. Indeterminate and Term Employees

<b>Length of Service</b>	<b>Entitlement</b>
1 year or less	0%
2 years and less than 3 years	0%
3 years and less than 4 years	50%
4 years and less than 5 years	60%
5 years and less than 6 years	70%
6 years or greater	100%

## **ARTICLE 40 - Duty Travel**

- 40.01 (a) Where an employee is required and authorized to travel on behalf of the Employer he/she shall be paid:
- (i) when the travel occurs on a regular workday, as though he/she were at work for all hours travelled;
  - (ii) 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.
- (b) 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 check-out period at each overnight stopover and at the final destination. Hours travelled also include time spent waiting for connecting flights, trains or buses, but is exclusive of overnight stopovers.
- (c) The Employer will make every reasonable effort to restrict travel outside of the employee's headquarters that requires absence from home beyond a period which includes two (2) weekends.
- (d) 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 (1½T) his/her rate of pay or be granted the equivalent leave with pay.

40.02 An employee who is required and authorized to travel on Employer business will be reimbursed for reasonable expenses incurred.

### **40.03 Entitlement**

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

### **40.04 Transportation**

The cost of transportation is authorized as follows:

- (a) economy air (employees may be entitled to travel first class if proof is provided that economy air was not available on a required flight);
- (b) privately owned motorized vehicle(refer to Article 40.10 to 40.15);

- (c) chartered aircraft;
- (d) first class rail with sleeping car, duplex roomette, or parlour car chair except that coach class should normally be used for short trips;
- (e) rented or hired cars - where this is the most reasonable or economical means of travel;

#### 40.05 **Accommodation**

- (a) Commercial Accommodation (Not Exceeding Fifteen (15) Calendar Days) - employees will be reimbursed for actual costs of authorized accommodation. Where possible employees shall use hotels which provide special rates for Government employees. When making a reservation with a listed hotel, it should be clearly indicated that the accommodation is for a Government of Nunavut employee in travel status and is to be at the Government agreed rate. Commercial accommodation expenses must be accompanied by receipts.
- (b) Accommodation for Periods in Excess of Fifteen (15) Calendar Days - normally the employee will be expected to make appropriate arrangements for suitable rental accommodation at weekly or monthly rates. This should be arranged prior to the start of the period in travel status or shortly after arrival.
- (c) Non-Commercial Accommodation - where employees make private arrangements for overnight accommodation, they may claim \$50.00 for each night. This rate will be adjusted as the Federal rate is changed.

- (d) Government Accommodation - employees on extended trips may be provided with temporary accommodation at the discretion of the Employer. Employees who obtain such lodging are not entitled to the \$50.00 non-commercial accommodation allowance referred to in Clause 40.05(c), and are financially responsible for any damage incurred. Employees provided with this accommodation are not required to pay rent if they are in receipt of a private accommodation allowance or are paying rent at their usual place of residence.

#### 40.06 Meals and Incidental Expenses

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

For periods of duty travel not exceeding fifteen (15) calendar days, a per diem rate of \$82.85 will be paid. In the event an employee is in travel status for a part day only, the following amounts may be claimed:

(i)	Breakfast	\$12.35
(ii)	Lunch	\$20.05
(iii)	Dinner	\$38.95
(iv)	Incidentals	\$ 11.50

If meals are provided as part of the cost of transportation, they cannot be claimed for by the employee. A snack provided by an airline shall not constitute a meal

These rates will be adjusted as the Federal rates are changed.

**NOTE:**

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

- (b) Except in communities where housekeeping units or reasonable room and board are not available, when travel status extends beyond fifteen (15) calendar days in one location, the maximum amount claimable for meals shall be reduced to \$15.00 per day inclusive for all days in excess of fifteen (15) calendar days.
- (c) An employee may not be treated as "in travel status" if he/she is appointed to the establishment of one head-quarters area, but his/her duties are carried out at another location during the major portion of the time or continuously.
- (d) Where the return trip is made in one day, the amount claimable shall be on the basis of meals only.

#### 40.07 Other Expenses



Employees may be reimbursed for:

- (a) long distance telephone calls of an official nature providing that an explanation is provided. Where an employee is required to remain absent from his/her home over a week-end, and has been on continuous travel status for two (2) or more days preceding the week-end, he/she shall be reimbursed for a personal long distance call not to exceed five (5) minutes (to be supported by receipts where available);
- (b) baggage - for storage and excess baggage charges where this is in the performance of duty and a satisfactory explanation is provided;
- (c) taxis - the use of taxis must be explained except where the purpose is self-evident. Taxis should not be authorized for repeated trips between the same place where convenient public transportation is available.
- (d) laundry - after two (2) consecutive days on duty travel, a maximum of \$3.00 per day for each subsequent day supported by receipts in all cases.
- (e) local phone calls for business purposes.
- (f) payment of casual wages for service personnel where a satisfactory explanation is provided, not to exceed \$50.00.
- (g) Child care expenses - employees may be reimbursed a maximum of \$35.00 per day per child upon provision of receipts, if the employee, due to the requirement to travel on behalf of the Employer, incurs child care expenses which exceed those which would have normally been incurred

#### 40.08 **Limitations**

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

40.09 The following expenses will not be allowed:

- (a) purchase of briefcases, fountain pens, tools or any other supplies or equipment;
- (b) rental of television or radio receiving sets, where not included in the charge for lodgings;
- (c) purchases of a personal nature, such as baggage, clothing, etc.;
- (d) subject to Clause 40.07(a), telephone, telegraph, cable, or radio messages of a personal nature except in the case of unavoidable delay in arrival home;
- (e) expenses of any kind incurred during stopovers for personal reasons or during periods of leave, with or without pay;

- (f) any losses of money or of personal belongings.

#### 40.10 **Procedure**

- (a) The Employer shall authorize duty travel by signing the Travel Authorization and Expense Claim before the start of the trip.
- (b) This form is to be submitted as a request for an advance of travel expenses where this is required.
- (c) All requests for advances should be submitted at least three (3) working days before the trip commences.
- (d) The form will be returned to the claimant along with the cheque for the advance.
- (e) Within ten (10) days of completing the trip, the employee shall submit his/her claim for expenses on the pre-authorized form for approval by the Employer, along with a personal cheque to cover any amount by which the travel advance exceeds the total of the claim.
- (f) No employee is allowed to have more than one travel advance outstanding at any one time, unless circumstances indicate the need for two. Failure to comply with this regulation will result in automatic payroll deductions being initiated for the total amount of the advance.

#### 40.11 **Travel by Privately Owned Motorized Vehicle**

- (a) The Employer will reimburse an employee who, with prior authority, uses a privately owned motorized vehicle for necessary travel on Government business or on removal.
- (b) The use of a privately owned motorized vehicle shall not be authorized when, because of the additional time involved, commercial transportation would be more reasonable and practicable.
- (c) When the total cost of the trip, including the cost of meals, lodging and incidental expenses exceeds the cost of the same journey by ordinary commercial means, reimbursement shall be limited to the commercial cost.

#### 40.12 Entitlements

Subject to Clauses 40.13 and 40.14, the following entitlements are provided:

- (a) where the use of privately owned motorized vehicle is authorized:
  - (i) for the Employer's rather than the individual's convenience - an allowance of 42 cents per kilometer for travel within Nunavut and 34.5 cents per kilometer for travel elsewhere;
  - (ii) for the individual's rather than the Employer's convenience - an allowance of 14.0 cents per kilometer.

These rates will be adjusted as the Federal rates are changed.

- (b) reimbursement for ferry, bridge, road and tunnel tolls and parking charges;
- (c) other travel expenses where applicable

#### 40.13 Limitations

The following limitations shall apply:

- (a) persons not covered by personal insurance shall not be authorized to use a private motorized vehicle on Employer business;
- (b) the Employer will not pay for any additional cost of insurance which may be required on the employee's motorized vehicle by reason of using it on Employer business;
- (c) the distance allowance for enroute travel shall be calculated:
  - (i) for enroute travel, on distances given in the Canadian Warehousing Official Distance Guide, where these are listed,
  - (ii) for other enroute distances, on the generally accepted kilometrages for the most direct route.
- (d) no additional distance allowance will be paid where other employees on duty are carried as passengers.

40.14 The Employer will not pay any claims for damage, loss or liability incurred by an employee while driving an automobile on Employer business other than those claimed under the *Workers' Compensation Act*.

#### 40.15 **Procedure**

- (a) The Employer shall authorize distance allowance by signing the Travel Authorization and Expense Claim before the start of the trip.
- (b) Upon completion of the trip, the claim shall:
  - (i) be completed by the employee;
  - (ii) be supported by receipts for lodging, etc. (where applicable);
  - (iii) show separately details of:
    - (a) enroute kilometrages;
    - (b) business kilometrages (if any) in lieu of taxis at destination;
  - (iv) be submitted to the Employer for approval and payment.

#### 40.16 **Headquarters Travel**

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

#### 40.17 **Entitlement**

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

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

#### 40.18 **Limitations**

Except with the prior approval of the Employer, no payment shall be made for daily transportation expenses within a headquarters area between the home of an employee and his/her place of duty.

## **ARTICLE 41 - Uniforms and Protective Clothing**

- 41.01 Where the Employer determines that an employee's work is of a nature where health and cleanliness must be maintained or where special identification will aid in the effective performance of duties and in meeting particular program objectives, the Employer will provide uniform clothing free of charge to employees
- 41.02 Uniform clothing issue is defined as items of wearing apparel, maintained at an acceptable standard at the employee's expense, generally consisting of:
- (a) outer clothing worn on duty indoors or outdoors;
  - (b) footwear;
  - (c) gloves and ties.
- 41.03 The purchase of uniform clothing issues will be the responsibility of the Employer.
- 41.04 Uniform clothing issue provided free of charge to employees and replaced free of charge under prescribed conditions will be considered items of Government property.
- 41.05
- (a) Uniform clothing issue are to be worn only when employees are on duty.
  - (b) The responsibility of maintaining uniform clothing issue clean and in good repair rests with employees.
  - (c) Loss of, or damage through negligence, to uniform clothing issue will result in an assessed charge to the employee.
  - (d) In the event a uniformed employee terminates or transfers to a non-uniformed position, the employee shall be given an option to purchase selected uniformed clothing items at a reasonable price based on the age and condition of the selected items.
- 41.06 Custodial workers will be supplied smocks or coveralls. Custodial workers who are required to work outdoors in the winter will be provided insulated coveralls

## **ARTICLE 42 - Educational Leave**

- 42.01 With the prior approval of the Employer, an employee may be awarded education leave as follows:
- (a) Where the Employer requires an employee to take advantage of supplementary courses of professional, technical or Inuit Qaujimanituqangit (IQ) related training, the employee shall be awarded leave with pay where required under such terms and conditions as the Employer may prescribe.

- (b) At the request of an employee, education leave may be awarded to the employee to enable him/her to participate in courses or training. The duration of, and the rates of pay, for such leave shall be subject to such terms and conditions as the Employer may prescribe.
  - (c) With approval of the Deputy Head, leave with pay may be awarded to an employee for the period of time required to write exams for educational courses approved by the Employer.
- 42.02 The Employer recognizes the benefits of employees enhancing their career goals through a variety of career development activities. Employees participating in such activities will maintain their present salary during such periods.
- 42.03 Subject to operational requirements and availability of qualified replacement staff, an employee may be granted unpaid educational leave of the amount requested not exceeding four (4) months unless mutually agreed between the employee and the Employer. The employee shall not accrue any benefits of the collective agreement.

#### **ARTICLE 43 - Deferred Salary Leave Plan**

- 43.01 The deferred salary leave plan enables employees to take six months or one year of leave from the Public Service and to finance this leave through a deferral of salary in previous years.
- 43.02 Under this plan, participating employees agree to defer a portion of their salary for four or four and one half consecutive years and the Employer agrees to grant the employee leave in the fifth year or the last six months of the fifth year, and to use the amounts deferred in the previous four or four and one-half years to pay the employee's salary during the period of the leave. Participation in the plan is subject to operational requirements.
- 43.03 During the period of leave, employees may engage in whatever activities they wish.
- 43.04 The individual plan for each participating employee is a six year period consisting of the following:
- (a) (i) The first four consecutive years during which the employee draws 80% of salary earned in each of the four years and defers the remaining twenty percent 20%;
  - (ii) The fifth consecutive year in which the employee takes the leave, and is paid from the amounts deferred above plus any interest earned on the deferred funds; and
  - (iii) The sixth consecutive year in which the employee returns to employment with the Public Service of Nunavut for a minimum of one year;

or,

- (b) The first four consecutive years and six consecutive months during which the employee draws 90% of salary earned in each of the four years and six months and defers the remaining 10%;
  - (i) The last six consecutive months of the fifth consecutive year in which the employee takes the leave, and is paid from the amounts deferred above plus any interest earned on the deferred funds; and
  - (ii) The first six consecutive months of the sixth consecutive year in which the employee returns to employment with the Public Service of Nunavut for a minimum of six months

43.05 Participation can begin at any time during the year.

43.06 There is no maximum number of employees allowed to enter the plan.

43.07 Deputy Heads ensure that approved leaves do not impair the future operation of their Department.

43.08 Employees make written application to their Deputy Head. Applications should state the proposed start of the salary deferral and the proposed period of leave.

43.09 The Deputy Head reviews the application and the requirements of the Department and notifies the employee and the Department of Finance and Administration, Compensation and Benefits Division at least six weeks prior to the start of salary deferral.

43.10 Each participant will sign an agreement covering the details of the plan.

43.11 In each year of the plan preceding the period of the leave, the employee will be paid 80% or 90% of the applicable salary. The remaining 20% or 10% of salary will be deferred and this amount will be retained in trust by the Employer to finance payments during the period of leave

43.12 The deferred salary will be placed in a trust fund by the Government and any returns on the investment of the trust will be used to pay the participant during the period of leave.

- (a) The money held in trust will be pooled with other Government funds and the employee will be credited with the average rate of return on those funds.
- (b) Investments will be restricted to those eligible under Section 57(1) of the *Financial Administration Act*.
- (c) A statement of the individual's account will be provided at each anniversary of the plan. Each year T-5's will be produced, showing the taxable income from the funds.

- 43.13 During the period of leave, the participant shall receive, if on a one year leave, one twenty sixth or, if on a six month leave, one thirteenth of the amount deferred plus any trust fund returns in each pay period, less applicable deductions. No additional payments to the participant can be made such as loans, subsidies, allowances or salary.
- 43.14 Income Tax will be deducted in accordance with the provisions of the *Income Tax Act* and its Regulations.
- 43.15 During the first four or four and one-half years of the plan, the Employer shall provide employee benefits at a level equivalent to 100% of salary. Benefits and premium recoveries for the period of leave will be governed by the rules for Leave Without Pay. All benefits cease except Public Service Health Care Plan, superannuation, supplementary death benefit, disability insurance, and dental coverage. Premiums for these plans are payable by the employee. Arrangements can be made to have deductions from pay for some of these benefits.
- 43.16 Upon return from leave, the Department will, wherever possible, place the employee in the position held at the commencement of the leave. Where this is not possible, the employee will be placed in an agreed upon equivalent position. If the employee's position is deleted from the establishment while the employee is on leave, the employee will be entitled to the same rights and benefits had the employee been in the position when it was deleted.
- 43.17 Returning employees will have their salary review date moved in accordance with 23.10(c).
- 43.18 The Employer shall cancel participation in the plan and shall refund, within 60 days, the total of the deferred salary plus earnings from the plan, if the employee dies or employment is otherwise terminated.
- 43.19 Where operational requirements would not be met if the employee proceeded on leave in the fifth year, or where exceptional changes in personal circumstances make the leave unfeasible, the Employer will give the employee the choice of the following:
- (a) withdrawing from the plan and taking a refund of the total in the deferred salary account; or
  - (b) deferring the period of leave to either the sixth or seventh consecutive year or to some other mutually agreeable time.
- 43.20 Upon withdrawal from the plan the total in the account will be repaid to the employee within sixty (60) days from the notification of withdrawal.



## **ARTICLE 44 - Civil Liability**

- 44.01 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 hereinbefore referred to, being commenced against him/her shall advise the Government through the Deputy Head of his/her Department of any such notification or legal process;
  - (b) The Government shall pay any damages or costs awarded against any such employee in any such action or proceedings and all legal fees;
  - (c) The Government shall pay any sum required to be paid by such employee in connection with the settlement of any claim made against such employee if such settlement is approved by the Government through the Deputy Head before the same is finalized; provided the conduct of the employee which gave rise to the action did not constitute a gross disregard or neglect of his/her duty as an employee;
  - (d) Upon the employee notifying the Government in accordance with paragraph (a) above, the Government and the employee shall forthwith meet and appoint counsel that is mutually agreeable to both parties. Should the parties be unable to agree on counsel that is satisfactory to both, then the Government shall unilaterally appoint counsel. The Government accepts full responsibility for the conduct of the action and the employee agrees to co-operate fully with appointed counsel.

## **ARTICLE 45 - Harassment**

- 45.01 The Employer is committed to promoting a work environment which is free from sexual and personal harassment. The Union and the Employer recognize the right of employees to work in an environment free from sexual and personal harassment. The Employer will not tolerate sexual and personal harassment in the workplace.
- 45.02 There shall be no discrimination, interference, restriction, coercion, harassment, intimidation or any disciplinary action exercised or practiced with respect to any employee by reason of age, race, creed, colour, national or ethnic origin, religious affiliation, sex, sexual orientation, family status, mental or physical disability, language, political affiliation, marital status and conviction for which a pardon been granted, or any other grounds proscribed by applicable legislation, by reason of membership or activity in the Union, nor by exercising their rights under the Collective Agreement.

- 45.03 (a) Sexual harassment is any unwelcome conduct of a sexual nature that detrimentally affects the work environment or leads to adverse job related consequences for the victim of the harassment and includes, but is not limited to, verbal abuse, unwelcomed remarks, jokes and innuendoes about one's body or attire, displaying of pornographic pictures, practical jokes which cause awkwardness or embarrassment, unwelcomed invitations or requests, leering, unnecessary physical contact such as touching, patting or pinching, physical assault, or any contact that might reasonably be perceived as placing a condition of a sexual nature on any aspect of employment.
- (b) Personal Harassment is any unwarranted behavior by any person that is directed at and is offensive to an individual or endangers an individual's job, undermines the performance of that job, or threatens the economic livelihood of the individual. Such behavior may take the form of the application of force, threats, verbal abuse, or harassment of a personal nature, which demeans, belittles or causes personal humiliation or embarrassment to recipient(s).
- 45.04 To prevent harassment and other forms of discrimination in the workplace, the Employer shall ensure that policies are in place which address:
- the prevention of abuse of staff;
  - appropriate interventions to deal effectively with situations where abuse is either threatened or has occurred;
  - the incident is investigated and if warranted, plans developed to lessen the likelihood of further abusive behavior;
  - the rights of both the complainant and the person(s) against whom the complaint has been lodged; and
  - confidentiality of information.
- 45.05 A grievance under this Article may be initiated at any step of the grievance procedure. Grievances under this Article will be handled with all confidentiality and dispatch.

#### **ARTICLE 46 - Resignation**

- 46.01 A term employee may, within twenty-four (24) hours of resigning, withdraw the resignation. The Employer will not process a resignation until the twenty-four (24) hours has elapsed.
- 46.02 An indeterminate employee may, within two (2) working days of resigning (not including the day of resignation) withdraw the resignation. The Employer will not process a resignation until this period has elapsed.

## **ARTICLE 47 - Violence in the Workplace**

- 47.01 The Employer and the Union recognize that every employee has a right to freedom from violence in the workplace. Violence means an actual or threatened physical or verbal attack.
- 47.02 When an employee has suffered violence in the workplace, the Employer will immediately investigate the situation in accordance with the steps outlined in the Safety and Health Provisions of this Collective Agreement, the *Safety Act* and any other relevant jurisdictional policies and procedures.
- 47.03 The Employer will keep the appropriate Union representatives informed of ongoing developments for each situation under investigation.

## **ARTICLE 48 - Job Sharing**

- 48.01 At the request of two (2) indeterminate employees, the Employer may agree to allow them to share the hours of a full time position. There must be no increase in cost to the Employer and no decrease in productivity.
- (a) The employees will establish the rotation whereby one employee covers the position at all times except when one or both employees are on approved leave.
  - (b) The breaks between each period of job share service shall not interrupt the accumulation of "continuous employment" and "continuous service" with the Employer.
  - (c) The Employer will not unilaterally change the established rotation. However, the established rotation may be changed by mutual agreement to address temporary situations where one of the job share employees is absent from work.
  - (d) The provisions for part time employees will apply to each of the job share employees, such that all benefits are prorated except medical transportation assistance, dental and other medical insurance plans. These benefits are not to be prorated and the Employer will continue to pay the full Employer's share.
  - (e) The job share may be terminated at any time by either employee or the Employer with reasonable notice.
  - (f) Where one of the employees wishes to terminate the job share, that employee must give one month's notice of resignation from the Public Service.

- (g) If one of the employees terminates participation, there shall be a one month period in which to find a replacement before the job share arrangement is terminated. The Employer will consider any suitable replacement employees suggested by the remaining employee. Failing this the job share arrangement is deemed to be terminated and the shared position must revert to a full-time indeterminate position, with the remaining employee having the option to assume that position full time.

#### **ARTICLE 49 - Professional Qualifications**

- 49.01 Where an employee's job description requires the employee to obtain and/or maintain a professional designation, the Employer shall reimburse the employee, upon proof of payment, for any dues and/or fees required for that designation.

#### **ARTICLE 50 - Casual Employment**

- 50.01 The Employer may hire casual employees for a period not to exceed four (4) months of continuous employment in any particular division or department.

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

- 50.02 The Employer shall ensure that a series of casual employees will not be employed in lieu of establishing a full-time position or filling a vacant position.

The Employer shall consult with the Union before a former casual employee is rehired in a particular division if that former casual employee had worked in that division as a casual employee performing the same duties at any time within the 30 working days immediately preceding the date of rehire.

- 50.03 A casual employee shall be entitled to the provisions of this Collective Agreement except as follows:

- (a) Clause 2.01(e) "Continuous Employment" in respect of a casual employee shall include any period of employment with the Government of Nunavut which has not been broken by more than ten (10) working days. Provided always that there will be no systematic release and rehire of casuals into the same positions primarily as a means of avoiding the creation of indeterminate employment or paying wages and benefits associated therewith.

- (b) The following Articles and Clauses contained in this Collective Agreement do not apply to casual employees:
  - (i) Article 17 - Entire Article except Clause 17.07.  
Article 19 - Sick Leave Clauses 19.09 and 19.10.
  - (ii) Article 20 - Other Types of Leave - Clauses 20.04 and 20.06(d) through (k)
  - (iii) Article 30 - Lay-off.
  - (iv) Article 36 – Superannuation and Benefits.
  - (v) Article 32 - Employee Performance Review and Employee Files.
  - (vi) Article 43 - Entire Article.
  - (vii) Article 38 – clause 38.03
- (c) The following Article in the Collective Agreement shall apply as follows:
  - (i) Article 15 - Designated Paid Holidays shall apply to a casual employee after fifteen (15) calendar days of continuous employment.

50.04 A casual employee shall upon commencement of employment be notified of the anticipated termination of his/her employment, and shall be provided a one day notice of lay-off for each week of continuous employment to a maximum of ten (10) days notice.

50.05 Casual employees are entitled to be paid on a bi-weekly basis for services rendered at the appropriate pay range of the Casual Step set out in Appendix B.

### **ARTICLE 51 - Term Employees**

51.01 The Employer may hire term employees for a fixed period in excess of four months. Term employees shall only be hired:

- (a) as leave replacements;
- (b) in relation to programs of a fixed duration or without on-going funding;
- (c) in relation to, or in support of, training;
- (d) where no indeterminate employee is available to fill a vacant indeterminate position; and
- (e) in unusual circumstances.

- 51.02 A term employee can only be hired under clause 51.01(d) or 51.01(e), the Employer will advise the union of the circumstances.
- 51.03 The Employer shall ensure that a series of term employees will not be employed in lieu of establishing a full-time position or filling a vacant position, except pursuant to clause 51.01(d).
- 51.04 Term employees shall not be entitled to be benefits of clauses 20.04(b) through (d), 20.06(d) through (k) and 38.03.

### **ARTICLE 52 - Reopener of Agreement and Mutual Discussions**

- 52.01 This Agreement may be amended by mutual consent.

#### **Mutual Discussions**

- 52.02 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 53 - Duration and Renewal**

- 53.01 The terms of this Agreement shall be from April 1, 2000 to March 31, 2003.

The pay schedules contained in Appendix B take effect on the dates specified. The Nunavut Northern Allowance schedules take effect on the dates specified. All other provisions of this Agreement shall take effect on June 1, 2001, unless another date is expressly set out.

- 53.02 Notwithstanding the preceding, the provisions of this Agreement, including the provisions for the adjustments of disputes in Article 34, shall remain in effect during the negotiations for its renewal.
- 53.03 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.
- 53.04 Where notice to commence collective bargaining has been given, the Employer shall not without the Union's consent, 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 to bargain was given and while negotiations for its renewal are ongoing.

SIGNED IN IQALUIT, NUNAVUT THIS FIRST DAY OF JUNE, 2001

For the Government of Nunavut

For the Nunavut Employees Union

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The Honourable Kelvin Ng

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Doug Workman

MINISTER RESPONSIBLE FOR  
THE PUBLIC SERVICE ACT

PRESIDENT  
NUNAVUT EMPLOYEES UNION

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Garry Pinto  
Director of Labour Relations  
Government of Nunavut

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Jean-Francois DesLauriers  
Regional Executive Vice-President – North  
Public Service Alliance of Canada

---

Glenn Sargant

---

Steven Leck

---

Bruce Rigby

---

Bill Gofton

---

Robert Gunn

---

Lin Maus

---

Pauloosie Nuyalia

---

Don Forsyth

---

Louise Fillatre

---

Alex Stuit

---

Glenn Tait  
Negotiator

---

John Sullivan  
Negotiator  
Public Service Alliance of Canada

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**THE NUNAVUT GOVERNMENT**

**AND**

**THE NUNAVUT EMPLOYEES UNION**

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The Nunavut Government agrees to provide, as an employee benefit, a group insurance policy which provides its employees with an indemnity for accidental death and dismemberment.

**ELIGIBILITY:**

All persons employed in the Public Service of Nunavut are eligible to receive this benefit.

**ENTITLEMENTS:**

In the event that any of the following losses are sustained solely through accidental means, the following benefits will be paid, provided that the loss occurs within three hundred and sixty-five days after the date of the accident.

Life	\$100,000
Both Hands	\$100,000
Both Feet	\$100,000
Entire Sight of Both Eyes	\$100,000
Speech and Hearing	\$100,000
Quadriplegia	\$100,000
One Hand and One Foot	\$100,000
One Hand and Entire Sight of One Eye	\$100,000
One Foot and Entire Sight of One Eye	\$100,000
Paraplegia	\$ 75,000
One Arm	\$ 75,000
One Leg	\$ 75,000
Speech or Hearing	\$ 50,000
Hemiplegia	\$ 50,000
One Hand	\$ 50,000
One Foot	\$ 50,000
Entire Sight of One Eye	\$ 50,000
Thumb and Index Finger	\$ 25,000



## **PREMIUMS:**

This benefit is provided at no cost to employees.

## **CONDITIONS:**

"Loss" as above used with reference to hand or foot means complete severance through or above the wrist or ankle joint, but below the elbow or knee joint; as used with reference to arm or leg means complete severance through or above the elbow or knee joint; as used with reference to thumb and index finger means complete severance through or above the first phalange; as used with reference to eye means the irrecoverable loss of the entire sight thereof; as used with reference to speech means complete and irrevocable loss of the ability to utter intelligible sounds; as used with reference to hearing means complete and irrevocable loss of hearing in both ears; and as used with reference to quadriplegia, paraplegia and hemiplegia means complete and irreversible paralysis of such limbs. Indemnity provided under this policy will not be paid under any circumstances, for more than one of the losses, the greatest, sustained by any one employee as the result of any one accident.

This benefit will apply to injury sustained by an employee anywhere in the world while on the business of the Employer and during the course of any bona fide trip made by the employee including incidental personal travel connected therewith. Such trip shall be deemed to have commenced when the employee leaves his/her residence or place of regular employment for the purpose of going on such trip, whichever last occurs, and shall continue until such time as he/she returns to his/her residence or place of regular employment, whichever first occurs.

The term "while on the business of the Employer" as used herein means while on assignment by or at the direction of the Employer for the purpose of furthering the business of the Employer. Injury sustained during the course of every day travel to and from work and bona fide leaves of absence or vacation shall not be deemed to be sustained while on the business of the Employer.

Where an employee proceeding on duty travel wishes to act as pilot or a crew member, either while flying his/her own aircraft or a "dry" charter, certain approvals must be obtained prior to the flight in order to ensure coverage for the employee under this policy.

The employee must submit a request to the Deputy Head. If approved, the employee must then submit an application (Pilot's Report) to the Insurer through the Insurance Analyst, Department of Finance and Administration. If the Insurer accepts the application, the employee's name will be added to the policy for coverage and the employee will be covered for all future flights. However, it will still be necessary on future flights to obtain the Deputy Head's approval before using a privately owned aircraft for duty travel.

The above stated indemnities do not apply to any loss, fatal or non-fatal, caused or contributed to by:

- (a) suicide or self-destruction, or any attempt thereat, while sane or insane;
- (b) declared or undeclared war or any act thereof;
- (c) service in the armed forces of any country.

The indemnities set forth in this policy are in addition to any other benefits which may be payable by the Nunavut Government or by any insurance plan or scheme in which the Government participates with the employees.

### **ADMINISTRATION**

When a loss occurs, claim forms may be obtained from the Compensation and Benefits Division of the Department of Finance and Administration. Completed claim forms will be submitted to the Insurer who will assess the claim.

In paying any claim, the Insurer will issue a cheque directly to the employee or to the employee's estate.

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE NUNAVUT GOVERNMENT**

**AND**

**THE NUNAVUT EMPLOYEES UNION**

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The parties agree that during the term of this Collective Agreement, a joint Union/Employer Committee shall be established to develop and reach agreement on policies and procedures with respect to the prevention of violence to employees, the management of violent situations and the provision of counselling and support to employees.

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE NUNAVUT GOVERNMENT**

**AND**

**THE NUNAVUT EMPLOYEES UNION**

The parties agree to jointly develop, through the assistance of Nunavut Arctic College, a training plan for managers, employees, Union representatives and investigators on the prevention of workplace harassment and resolution of complaints. Training will occur in each regional centre at least once in the fiscal year 2000/01 and at least once in 2001/02. The Employer agrees to commit at least \$100,000 for fiscal year 2000/01 and \$100,000 for fiscal year 2001/02 for the cost of this joint training.

A new Workplace Conflict Resolution Policy will be adopted by the Employer. The Employer and the Union will meet to discuss a regular review process for the policy which ensures that the Union's input is taken into consideration prior to its implementation.

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE NUNAVUT GOVERNMENT**

**AND**

**THE NUNAVUT EMPLOYEES UNION**

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The parties agree that the Hay Job Evaluation guide charts when used in conjunction with benchmark positions either set out in the Job Evaluation Manual or to be included therein, must be such as to provide for gender neutral job evaluations. The parties also agree that the job evaluation appeal process under Article 33 of the Collective Agreement has been devised to provide a joint and independent process for ensuring that each individual job evaluation result is gender-neutral.

Therefore, the parties agree to the following process:

1. The Deputy Head shall, at the end of each month, refer all appeals that have been received in the applicable month to a Job Evaluation Appeal Board under Article 33.04.
2. The Job Evaluation Appeal Board shall group positions under appeal that may be the same or similar and select one or a small sample of positions to determine whether the evaluations are proper. If a unanimous evaluation decision is not reached, the selected position(s) shall be referred to the Job Evaluation Review Board for a majority evaluation decision.
3. The Deputy Head shall implement the evaluation decision in (2) above for the selected position(s). The Deputy Head shall also forward the evaluation decision from (2) above along with all the other positions under appeal in (2) above to the appropriate Departmental Job Evaluation Committee. The Departmental Job Evaluation Committee shall examine the evaluations for all the other positions under appeal taking into account the evaluation decision in 2 above. The Job Evaluation Committee shall also examine the evaluations for other positions that might be impacted by the evaluation decision in (2) above. The Job Evaluation Committee shall forward the results of its examination of the job evaluations for the other positions under appeal and other impacted positions to the applicable immediate supervisor.

4. The Immediate Supervisor or a representative of management who is knowledgeable in the Job Evaluation System shall discuss the evaluation results from (3) above with the employee. The employee has the right to accept the results, or, in the case of a position already under appeal, ask that the appeal be pursued under Article 33.04 and, in the case of an impacted position, appeal the evaluation decision. If accepted, the results will be implemented in the same manner as the decision(s) in (2) above were implemented. If the results are not accepted, the original appeal or a new appeal as applicable will be decided under Article 33.04.
5. The parties further agree to compile and update an addendum to the Job Evaluation Manual that contains all the decisions with respect to job evaluation appeals. The addendum shall contain the job description, organization chart, the job evaluation string results and rationale for each appeal decision. The addendum shall become an additional tool to assist the Departmental Job Evaluation Committees with the evaluation of positions and the Job Evaluation Appeal Board in deciding future appeals under Article 33.04.

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE NUNAVUT GOVERNMENT**

**AND**

**THE NUNAVUT EMPLOYEES UNION**

The Employer and the Union agree that during the life of this Collective Agreement, they shall meet to establish a mechanism for calculating and updating the various rates set out in Article 40 of the Collective Agreement. Once a mechanism has been agreed to by the parties, the rates calculated by that mechanism will be inserted in place of the existing rates in Article 40, and all references to these rates changing in accordance with the Federal rates will be removed from Article 40.

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE NUNAVUT GOVERNMENT**

**AND**

**THE NUNAVUT EMPLOYEES UNION**

The parties agree as follows:

All employees who are employed as of June 1, 2001 and who elect not to take the five days leave under Article 17.11 shall have their mandatory leave deductions returned for the period from April 1, 2001.



**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE NUNAVUT GOVERNMENT**

**AND**

**THE NUNAVUT EMPLOYEES UNION**

The parties agree as follows:

All employees who are employed as of June 1, 2001 shall have the option of choosing either Article 39 or the provisions of Article 42 of the 1998 – 2000 collective agreement between the Government of the NWT and the Union of Northern Workers upon termination of their employment.

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE NUNAVUT GOVERNMENT**

**AND**

**THE NUNAVUT EMPLOYEES UNION**

The parties agree as follows:

1. Any public servant who is recruited prior to June 1, 2001 from the Public Service of Canada will receive credits for all sick leave and special leave credits earned but not taken by him/her prior to joining the Public Service.
2. An employee who, on the day this Agreement is signed, is entitled to receive furlough leave as a result of former service in the public service of the Government of Canada, that is to say, five (5) weeks leave with pay upon completing twenty (20) years of continuous employment, retains his/her entitlement to furlough leave subject to conditions respecting the granting of such leave that are in force on that day that this Agreement is signed.
3. For any employee who was an employee at the Stanton Regional Hospital on April 1, 1979, continuous service and continuous employment includes prior service at the Stanton Regional Hospital.
4. Continuous service and continuous employment includes:
  - (a) prior service in the Public Service of the Government of Canada providing an employee was recruited or transferred from the Public Service prior to June 20, 1972;
  - (b) prior service with municipalities and hamlets of the Northwest Territories providing that the employee was recruited or transferred within three (3) months of terminating his/her previous employment and providing the person was an employee of the Public Service as of April 1, 1999.

## MEMORANDUM OF UNDERSTANDING

### BETWEEN

### THE NUNAVUT GOVERNMENT

### AND

### THE NUNAVUT EMPLOYEES UNION

The parties agree as follows:

1. Job sharing is a voluntary arrangement between the Employer and two employees of Government hospitals and health care facilities, by which two employees agree to share the responsibilities and tasks of a full-time job in such a manner that each attends in the position for separate period of time.
2. The terms and conditions governing job share arrangements will be as agreed to by the Union and the Employer.
3. The terms and conditions of job sharing arrangements agreed to by the parties form part of the Collective Agreement.
4. The terms and conditions of the Collective Agreement apply to the employees participating in a job sharing arrangement except as modified in this Memorandum.

## COLLECTIVE AGREEMENT

### 2. DEFINITIONS. Add:

- (a) **“Job Share Employee Extended”**: An indeterminate employee who has entered into a voluntary arrangement in which two employees share one full-time indeterminate job in such a manner that each attends in the position for separate extended periods of time of three months or more. Such employees shall be treated for the purpose of receipt of benefits as seasonal employees.
- (b) **“Job Share Employee Part-time”**. An indeterminate employee who has entered into a voluntary arrangement in which two employees share a full-time indeterminate job in such a manner that each attends in the position in any form of rotation of up to two weeks on and two weeks off; such employees shall be treated fore the purpose of receipt of benefits as part-time employees.

- (c) The breaks between each period of job share service shall not interrupt the accumulation of “Continuous Employment” and “Continuous Service” with the Government of the Northwest Territories.

**17. VACATION LEAVE**

- (a) In lieu of vacation leave a “job share employee extended” shall be entitled to vacation pay at 6%, 8%, 10% or 12% of his/her earnings in accordance with accumulated length of service every pay period.
- (b) “Job share employee part-time” shall earn vacation leave in accordance with hours worked.

**29. SEVERANCE PAY**

Subject to 29.06, job share employees shall be entitled to severance pay after completion of four (4) years accumulated continuous service. One (1) year service is one thousand nine hundred fifty (1950) regular hours of active work including authorized leave.

**38. NUNAVUT NORTHERN ALLOWANCE**

Pro-rate

**39. RELOCATION**

Job share employees shall be entitled to Article 39 of the Collective Agreement except that where an employee receives assistance to return to the point of hire and back to the community of employment after each rotation the following will apply:

- (a) No ultimate removal or removal on initial appointment will be provided. However, transportation costs including meals and interim lodging en route plus cost for shipment of five hundred pounds (500 lbs.) of luggage for the employee and each dependant will be provided for each rotation.
- (b) For the purpose of this clause only, a rotation is considered to be the move to the place of employment and the move from the place of employment before and after each period of job share service.

**39.11 FOOD PURCHASING**

This benefit shall be pro-rated for each employee in accordance with the period of job sharing.

**Group 5 provisions**

**19. CLINICAL PREPARATION**

Add job share employee.

22     **ANNUAL SPECIAL ALLOWANCE**

Shall be pro-rated in accordance with the hours worked including authorized leave.

NEW CLAUSES

**SCHEDULING:**

- (a)     Each “job share employee extended” will have a rotation of not less than three months and not more than six months.

The employees will determine the desired rotation to be mutually agreed upon, with one employee covering this position at all times. The rotation will be scheduled to allow for adequate change over. The change over shall be for a period of no greater than one (1) week.

The established rotation will not be unilaterally imposed or changed by the Employer.

- (b)     Each “job share employee part-time” will have his/her rotation posted in accordance with paragraph 6 in Group 5, Shift Schedules.

**TERMINATION:**

If an employee is unable to report to duty for his/her rotation for whatever reason it shall be the responsibility of the other employee to cover for a maximum of one month.

The Employer shall find a replacement for the remainder of the rotation. If an employee misses a second consecutive rotation the employee is deemed to have terminated participation in the job share arrangement.

If one of the employees terminates participation, there shall be a one month period in which to find a replacement before the job share arrangement is terminated. During this period the Employer shall make reasonable efforts to fill the vacant rotation. The Employer will consider any suitable replacement employees recommended by the remaining employee. Failing this the job share arrangement is deemed to be terminated and the shared position must revert to a full-time indeterminate position, with the remaining employee having the option to assume the position full-time.

An employee who wishes to terminate participation must give one (1) month notice of resignation from the Public Service.

**Group 1  
Wildlife Officers  
Compensatory Leave**

1. In order to meet the operational requirements, Wildlife Officers engaged in field and patrol operations may not always be able to work the normal work week of five (5) work days followed by two (2) days of rest, and may sometimes be required to work in excess of five (5) consecutive days in one week. Because of this, Wildlife Officers are allowed flexibility in scheduling their work week on an irregular basis to meet operational requirements.
2. As a means of compensating Wildlife Officers for any extra days worked as a result of their irregular work schedule, the Employer agrees that where a Wildlife Officer works in excess of the normal work days in a month, he/she shall be entitled to a compensatory day off with pay for each extra day worked.
3. These compensatory days must be taken at a time mutually agreeable to both the employee and the Employer, and they must be used in the same fiscal year in which they are earned.
4. At the end of the fiscal year, those accumulated days which the employee has been unable to use will be liquidated in cash, at the normal daily rate of pay, up to a maximum of fifteen (15) days. If the employee has accumulated more than fifteen (15) days, those days in excess of fifteen (15) lapse. Under no circumstances will an employee be paid out for more than fifteen (15) days at the end of the fiscal year and there shall be no carry over of those days from one fiscal year to the next.

**Group 2**  
**Correctional and Youth Officers**

1. (a) Article 15 and clauses 21.02, 21.03(a), 21.03(b) and 21.04 do not apply to Correctional Officers.
- (b) Article 15 and clauses 21.02, 21.03(a), 21.03(b) and 21.04 do not apply to Youth Office

2. **Designated Paid Holidays**

The parties recognize that the shift schedule provided for in 3 provides time off work in place of Article 15 entitlement to Designated Paid Holidays.

3. **Work Hours and Work Schedule**

The Employer shall set up a master shift work schedule and post it one (1) calendar month in advance. This schedule will cover the normal shift requirements of the work area.

(a) **Hours of Work - Correctional Officers**

The hours of duty for Corrections Officers I and II shall be scheduled so that the employees work a shift rotation based on seven (7) regular days "on", three (3) regular days "off" and seven (7) regular days "on", four (4) regular days "off".

The weekly scheduled hours of work of Corrections Officers shall be 37.5 hours.

The hourly rates of pay of Corrections Officers will be based on the above.

Notwithstanding the above, Corrections Officers shall on daily basis, work eight (8) hours inclusive of a paid meal period of one-half (1/2) hour and, on a weekly basis, work forty (40) hours inclusive of paid meal periods.

(b) **Youth Officers**

The hours of duty for Youth Officers shall be scheduled so that the employees:

- (i) work a shift rotation based on seven (7) regular days "on", three (3) regular days "off" and seven (7) regular days "on", four (4) regular days "off";
- (ii) on a daily basis, work eight (8) hours inclusive of a paid meal period of one half (1/2) hour; and
- (iii) obtain no less than two (2) consecutive days of rest following each four (4) day work period.

4. **Schedule Shifts**

Every officer shall be assigned to a shift in accordance with the operational requirements of the service; the Employer shall make every reasonable effort to schedule shifts so that employees rotate between shifts on an equitable basis.

5. **Shift Rotation**

The shift rotation may be changed for a particular facility through mutual agreement between the employees and the Employer if the majority (50% + 1) of employees are in agreement, provided that the annual hours of work do not exceed 1950 hours.

6. **Shift Change**

The Employer will permit mutual shift exchanges subject to the following requirements:

- (a) There shall be no financial penalty to the Employer; and
- (b) Both employees must signify their mutual agreement by notifying the Employer not less than forty-eight (48) hours in advance of each requested change; and
- (c) The shift exchange is fully completed within the same two (2) week pay period; and
- (d) No employee is required to work in excess of eight (8) hours in any one day; and
- (e) No employee shall work in excess of twelve (12) consecutive hours.

7. **Meals**

The Employer agrees to provide a hot meal to employees working on the shift between 0800 and 1600 daily and to provide food for other employees to prepare their own meals on the remaining two (2) shifts daily. The specified meal period will be scheduled as close to the midpoint of the shift as possible.

During this meal period the officers may be away from their place of duty, but not off the premises, providing at least three (3) Correctional Officers, one being the Control Officer, or two Youth Officers, one being the Shift Supervisor, whichever is appropriate, remain on duty at all times. This latter requirement will not apply to the midnight to morning shift.

8. **Work Assignment(s) Outside Facilities**

Corrections and Youth Officers assigned outside of the facility to which he or she is normally assigned to field operations where regular eight (8) hour shifts have not been scheduled, shall receive, in addition to their regular pay, pay for six (6) additional hours at the rate of time and one-half (1 1/2) for each twenty-four (24) hour period of such assignments.



9. **Drycleaning Allowance**

Employees who are issued uniforms that require drycleaning shall be paid an allowance of \$125.00. An employee will receive this allowance on initial appointment and after every twelve (12) months of employment.

10. **Corrections Nurse - Hours of Work**

The normal hours of work of the Corrections Nurse shall be thirty-seven and one-half (37 ½) hours per week.

11. **Training Program**

The Employer will provide all new indeterminate, term or part-time employees with less than one year of experience in the field a training program of at least ten (10) days, consisting of classroom and on-the-job training before being required to function independently as a Correctional or Youth Officer.

12. **Casual Employees**

Except in the case of emergencies, casual employees will be required to take the training set out in paragraph 11.

13. **Hours of Work/Annual Rates of Pay**

In order to compensate for the reduced work week as specified in paragraph 3 above, Corrections Officers will earn periodic days off as follows:

- (a) one (1) day off with pay following each fifteen (15) days worked, for a total of sixteen (16) days;
- (b) Each fiscal year employees will be granted periodic days off in blocks of either seven (7) or four (4) days according to the request of the employee. To ensure that all periodic days are used before the end of the fiscal year, any remaining days of less than four (4) days shall be permitted. It is understood that when taking blocks of seven (7) days, it will be an entire shift of seven (7) consecutive days.
- (c) When more than one (1) employee requests time off with pay for these purposes and for operational reasons not all employees are granted the leave, length of service with the Employer shall be the sole deciding factor.
- (d) When one employee(s) applies for annual leave and another employee(s) applies for periodic days off, the request of the employee applying for annual leave shall receive first preference.

- (e) Subject to operational requirements, the Employer agrees that except as provided above nothing will prohibit an employee from requesting and receiving a period of leave with pay comprising any combination of annual leave and/or lieu time and/or periodic days.
- (f) In order that a block of periodic leave be approved employees should make the request thirty (30) days in advance. Periods of one (1) day will require forty-eight (48) hours of notice.
- (g) Periodic days off which have been earned but not used shall be paid out at the end of each fiscal year at the straight time rate. In addition, employees who have applied for and have been denied a period of periodic leave requested, shall be compensated in accordance with Article 22 of the Collective Agreement, except for a denial caused by the application of (c) and/or (d).
- (h) When an employee is required to work on his periodic day off, he or she shall receive his or her regular pay plus overtime compensation in accordance with Article 22 of the Collective Agreement, these days shall be counted in the calculation of determining the second and subsequent days of rest.
- (i) Periodic days off shall be pro-rated based on the number of days worked in proportion to fifteen (15) or thirty-one (31) as the case may be. These days off, including fractional entitlements calculated as a minimum of one (1) hour, shall be paid out in cash upon termination of employment.
- (j) Corrections Officers while assigned day positions will not earn periodic day credits.
- (k) Casual employees will not earn periodic days but will receive overtime payment for hours in excess or outside of the regularly scheduled hours of work, and hours in excess of 37.50 hours per week.

#### 14. **Discretionary Leave**

Correctional and Youth Officers who are regularly scheduled to work the majority of hours outside of the hours 0800 to 1700, and who is normally required to be on standby at least ten (10) days per month, may use four (4) days of his or her special leave credits each year at his or her discretion on adequate notice to his or her supervisor.

- (a) Unless a shorter period of time is approved by the Employer, the use of discretionary leave will only be permitted when forty-eight (48) hours notice is provided by the employee.
- (b) Unless otherwise approved by the Employer, only one employee per shift, per squad, will be permitted to use discretionary leave at any one time.

- (c) Except for the reasons specified in (a). and (b) above, discretionary leave be granted when requested by the employee.
  - (d) With the approval of the Employer, in extenuating circumstances where an employee feels that he/she is unable to effectively continue to work due to an adverse situation occurring during working hours, the employee will receive leave with pay for the remainder of that shift. Said leave shall not be charged against any leave credits.
15. Youth Officers will not be required to wear uniforms but the Employer may make reasonable rules with respect to dress. Before implementing new or revised rules the Employer will consult with the Union.

**Group 3**  
**Nunavut Arctic College - College Educators**

**General**

1. For the purposes of this Agreement, College Educators are defined as Instructors, Term Instructors and Community Adult Educators.
2. For the purposes of this Agreement, Campus Director refers to the senior manager responsible to the President of Nunavut Arctic College for the operations of a particular campus.
  - (a) The College instructional year will be two hundred (200) working days. The Employer shall make every reasonable effort to schedule the working days between September 1 and August 15. A working day consists of 7.5 consecutive hours and the work week shall be 37.5 hours, Monday to Friday. No College Educator will be required to work two consecutive instructional years which include a period between June 30 and August 15.
  - (b) In the event that an instructor, in delivering a course is required to deliver the course “on the land”, the instructors work will be defined as 37.5 hours. If the course runs over a weekend, then the instructor will be entitled to the normal overtime pay as defined in Article 23.
  - (c) Instructors who are required by the Employer to work in excess of the instructional year shall receive overtime in accordance with Article 23.
  - (d) Annual salary is calculated on the basis of an instructor working 200 days per instructional year.
  - (e) Class contact hours for instructors shall not exceed 900 hours in any instructional year. One contact hour shall be one hour of lecture, seminar, shop, laboratory work, tutorial or group remedial session.
  - (f) Instructors will have a minimum of five days without class contact between courses.
  - (g) Instructors shall be granted leave with pay for the work days between Boxing Day and New Year’s Day with no charge against leave credits.

3. The following clauses of Article 17 do not apply.

17.01            17.02(a) (i) (c)  
17.04

(a) Instructors shall have a total of forty-six (46) days of annual leave. Instructors hired on other than indeterminate status shall earn their annual leave entitlement on a prorated basis.

(b) Where in any year an employee has not been granted all of the annual leave credited to him/her, the unused portion of his/her annual leave up to a maximum of twenty days (20) leave shall be carried over into the following year. Earned but unused annual leave credits in excess of twenty (20) days shall be paid in cash at the employee's daily rate of pay on March 31.

4. **Senior Instructors**

Instructors who are assigned to supervise the work of other instructors, or have been assigned duties to coordinate the work of their instructors, in addition to performing instructional duties in their area of specialty, will be paid a senior instructor's allowance of \$2,100.00 per academic year. Payment of the Senior Instructor's allowance will end when that instructor ceases to act as a Senior Instructor, and will be paid on a prorated basis.

5. **Appointment**

Instructors who do not have the approved course work in adult education or its equivalent may be appointed up to Step Four (4). New instructors who satisfactorily complete the required course work in their first year shall have their full experience applied retroactive to their date of hire.

New employees will be assigned to Step 1 (one):

- (a) For each full academic year of post-secondary teaching experience they will be given one additional step;
- (b) For each full two (2) year period of elementary or secondary teaching or instruction in a Nunavut young offenders facility directly related to the subject which they instruct, they will be given an additional step;
- (c) For the full two (2) year period of work experience directly related to the subject which they instruct, they will be given one additional step.

## 6. **Instructor's Training**

Instructors hired by Nunavut Arctic College will have completed, or will be required to complete six (6) weeks of full-time course work in adult education. This course work could include as a minimum, modules in needs analysis, planning instruction, delivery techniques and evaluating learning performance. Equivalent training or demonstrated capability in training can be accepted in lieu of the formal course work. The qualifications of newly hired instructors will be assessed, and any further training required will be identified in their job offer.

Newly hired instructors who require instructor's training which requires more time than that available to them in their first year will be eligible for their first salary progression on the experience grid provided that they have satisfactorily completed the first portion of the instructor's training and that they have performed satisfactorily. No further progression on the experience grid will take place until the instructor's training component has been satisfactorily completed.

## 7. **Professional Development Committee**

(a) A Professional Development Committee (PD Committee) for Nunavut Arctic College will be established consisting of a total of seven (7) members. For the purposes of the PD Committee only, the term Instructor shall include: Senior Instructor, Coordinators of Community Programs, Counselors, College Educators, Librarians, Director of Student Services and Nunavut Research Institute Managers.

### (b) **Organization**

The Members of the Committee shall be appointed through nomination and election in each of the five areas listed below, and shall be full-time employees of the College.

- (i) Kitikmeot Campus and Region (1 member)
- (ii) Kivalliq Campus and Region (1 member)
- (iii) Community Programs/Adult Educators (1 member)
- (iv) Nunatta Campus and Qiqiktaaluq Region (2 members)
- (v) Librarians/Counselors/Senior Instructors/Community Program Coordinators/Research Institute Managers (1 member)
- (vi) President or his/her Designate (1 member)

(c) **Structure**

- (i) The Committee shall choose a chairperson
- (ii) The normal term of office is two years
- (iii) To ensure continuity, three members will be elected each year. In the first year, however three members will be elected for a one year appointment.
- (iv) Notwithstanding the above Committee structure, the Committee shall endeavour to have at least one representative from each of the three geographic regions, Diploma Program, Trades and Applied Studies.

(d) **Terms of Reference**

The PD Committee will:

- (i) Develop clear guidelines for the effective and efficient operation of the Professional Development Committee;
  - (ii) Inform all instructors of the professional development courses, seminars, conferences and workshops that are available and of interest to instructors;
  - (iii) Determine the individual professional development needs of instructors in line with requirements of the College;
  - (iv) Develop an ongoing professional development program designed to meet identified development needs of all instructors within the limits of funds available;
  - (v) Develop a working budget which will provide for the professional development of instructors;
  - (vi) Provide for appropriate evaluation procedures for the professional development program;
  - (vii) Prepare an annual report of the activities which have been undertaken and completed by the Committee for submission by the Chairperson to the President and Board of Governors, and for inclusion in the College's annual audit.
- (e) All meetings and administrative work of the PD Committee shall be held during normal working hours.

**8. Funding**

- (a) Funds will be provided by Nunavut Arctic College for professional development activities and shall be used for educational purposes only.
- (b) The funding provided by the College shall represent an amount equal to 3% of the College's full-time instructors' salaries. The College will annually replenish the fund by an amount equal to 3% of full-time instructors' salaries on April 1, of the year the leave will be taken. This fund is established for long-term training. In addition, a short-term training fund shall be set up equivalent to \$750.00 per year per full-time instructor to be administered by the Campus Director. The Campus Directors will report, annually, to the President of Nunavut Arctic College on the use of short-term monies.
- (c) Any funding from sources other than the College shall be administered by the Professional Development Committee and shall not be considered as part of the funding provided in clause 8(b).

**9. Types of Professional Development Opportunities which shall be available**

- (a) Long-term training can be defined as:
  - (i) Education Leave;
  - (ii) Leave without Pay;
  - (iii) Audit of apprenticeship courses for upgrading of not less than 6 weeks duration;
  - (iv) Staff exchange-national or international
  - (v) Professional Experience Leave
- (b) Short-term training can be defined as:
  - (i) Short course attendance and correspondence courses;
  - (ii) Conferences, seminars and workshops

**10. With the exception of situations covered under the provisions related to Short-term Training, or otherwise indicated, the following will apply:**

- (a) All applications must be made in writing to the PD Committee;
- (b) The decision of the PD Committee shall be by the majority and shall be final;
- (c) Instructors granted Educational Leave or Professional Experience Leave shall retain their positions and seniority as per the Agreement and shall receive all other benefits pursuant to this Agreement;



- (d) An instructor not returning to Nunavut Arctic College must immediately repay all monies, plus accumulated interest (prime plus 2%), paid by the College. An instructor returning to service to the College, but not fulfilling his/her commitments shall repay a proportionate amount, plus accumulated interest (prime plus 2%), within three months of terminating employment with the College;
- (e) In the case of termination of appointment by the College, the College shall release the instructor from all liabilities relating to Educational Leave under the terms of the Agreement;
- (f) Any funds not used for the designated purposes shall be repaid, plus accumulated interest (prime plus 2%), by the instructor;
- (g) Any requests for extension of Education Leave must receive prior approval of the Campus Director, in order to ensure that work scheduling can take place.

## 11. **Long-term Training**

- (a) Education Leave
  - (i) Educational Leave shall be defined as leave for academic training (including trade school training) and unpaid industrial experience.
  - (ii) Any indeterminate full-time instructor, or term instructor who has service with the College for more than three years, shall be eligible for Education Leave.
  - (iii) The PD Committee shall review all applications for educational Leave. The major selection criteria shall include the applicability and value of the training program to the requirements of the College, and the commitment of the instructor to return to the College for a specified period of time. The granting of Educational leave shall not result in the overloading of other instructors. The request by an instructor for Educational Leave shall be accompanied by a recommendation by the Instructor's Campus Director.
  - (iv) Applications for Long-term Educational Leave shall be submitted to the PD Committee no later than January 15<sup>th</sup> for the following academic year (i.e., Fall Semester); and April 30 for Winter and Spring Semesters. The Committee shall reach a decision no later than March 31 for the Fall Semester start and June 30 for the Winter and Spring Semester start. Applications for Summer and Short-term educational leave shall be submitted to the PD Committee no later than March 31. The Committee shall reach a decision no later than April 30.

- (v) Educational Leave shall be granted for a period of no more than twelve (12) consecutive months. Under normal circumstances, no instructor shall be granted more than two (2) leaves with a period of six (6) consecutive years.
- (vi) The following entitlement shall be granted to an instructor receiving leave under Clause 11(a):
  - (a) An allowance will be provided, based on the number of completed years of service of an instructor:
    - (i) Fifty percent (50%) of the salary for three (3) years completed service;
    - (ii) Fifty-five percent (55%) of the salary for four (4) years completed service;
    - (iii) Sixty percent (60%) of the salary for five (5) years completed service;
    - (iv) Sixty-five percent (65%) of the salary for six (6) years completed service;
    - (v) Seventy percent (70%) of the salary for seven (7) years completed service;
    - (vi) Seventy-five percent (75%) of the salary for eight (8) years completed service;
    - (vii) Eighty percent (80%) of the salary for nine (9) years completed service;
    - (viii) One hundred percent (100%) of the salary for ten (10) years completed service;
  - (vii) Where leave is granted for a full academic year of study, the instructor shall receive tuition, travel and removal expenses from the place of employment to the location of the education institution approved by the PD Committee, and return travel and removal expenses to the place of employment;
  - (viii) Where leave is granted for other than a full academic year, but not less than six weeks, the instructor shall receive tuition, transportation to and from the educational institution, and an accommodation allowance of \$150.00 per week.
  - (ix) An allowance equivalent to 100% of present salary will be paid to instructors granted Educational Leave, when:
    - (a) An instructor whose skills become technically obsolete requires retraining to satisfactorily carry out his/her work
    - (b) An instructor agrees to undertake a full course of studies at the request of the President when qualified persons cannot be recruited to carry out essential work.

- (c) When leave is granted for no more than six (6) weeks, instructors shall receive full or partial funding for tuition and transportation to and from the accredited educational institution to a maximum of two thousand dollars (\$2,000) upon production of all relevant receipts and transcripts of marks. All course work must be taken at an accredited college or university.
- (b) An instructor who fails to complete his/her course, may be required to repay all monies, plus interest (prime plus 2%) subject to conditions set by the PD Committee.

**12. Audit of Apprenticeship Courses for Upgrading**

- (a) Audit of Apprenticeship courses for Upgrading shall refer to leave for the purpose of auditing a course for which the instructor already has credit. The purpose of this audit will be to refresh and upgrade the instructor's area of expertise.
- (b) Remuneration while on leave for Audit of Apprenticeship Courses for Upgrading shall be 100% of salary and benefits.

**13. Leave without Pay or Allowance**

- (a) 3.12 Where operational requirements permit, leave without pay or allowances may be granted in special circumstances to an instructor provided that the instructor does not have current annual leave available to him/her. Leave without pay for allowance may be granted to take further training, to gain further experience, or to seek personal development. For consideration, requests for leave must be submitted at least twelve (12) weeks in advance of the anticipated date of commencement of such leave.
  - (i) Advance notice as specified will be waived when it can be established that the instructor was unable, for circumstances acceptable to the PD Committee, to comply with the time limits specified.
  - (ii) Relevant experience or training of an instructor while on leave without pay or allowance shall be recognized for purposes of placing the instructor on the salary grid on his/her return to work as if he/she was a new instructor.
  - (iii) An instructor on leave without pay shall give the College written notice by registered mail of his/her intention to return or resign at least ninety (90) calendar days before his/her designated date of return. Without this notice, the position will not be held open for the instructor.
  - (iv) Instructors on leave without pay shall have the right to pay into all normal benefit packages including the Employer's share, if required.

14. **Short-Term Training**

Short Course Attendance and Correspondence Courses

- (a) Short courses or programs offered by institutions such as Territorial or Federal Governments, universities, colleges, companies or private business that may assist an instructor in his/her duties or potential employment within the College, must be approved through the Campus Director.
- (b) Requests shall be made in writing, accompanied by a statement which outlines the name of the course, location, duration, reasons for the request, anticipated costs of the program, and identifying the benefits of the course to the instructor and the College.
- (c) Costs for such courses including accommodation, transportation, tuition, books, etc., upon approval in advance by the Campus Director, shall be paid out of the Short-Term Training Fund.

15. **Conferences, Seminars and Workshops**

Attendance at conferences, seminars or workshops that are directly related to an instructor's identified duties may be approved by the Campus Director. Costs for such conferences, seminars or workshops, including accommodation, transportation, tuition, books, etc., upon approval in advance by the Campus Director, shall be paid out of the Short-Term Training Fund.

16. **Training for New or Continuing Instructors**

Instructor in-service training courses may be made available through Nunavut Arctic College. In some instances, the President may determine that attendance is mandatory. In the event that the course is made mandatory, costs for such training shall not be taken from the PD Fund.

17. **Other Items**

Notwithstanding any of the regulations cited in clause 11(a), instructors seeking long-term Training for reasons of redundancy may be given top priority.

## **Group 4 Trades and Apprentices**

### **1. Application**

These provisions apply to all positions in trades within the Government of Nunavut

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

### **3. Hours Of Work**

Hours of work shall be scheduled as follows:

- (a) on a weekly basis work forty (40) hours and five (5) days per week, Monday to Friday inclusive;
- (b) on a daily basis, work eight (8) hours per day exclusive of not less than a one-half (1/2) hour meal period. Normally the hours of work shall be between the hours of 0800 and 1700. These hours may be varied by the Employer for a classification or classifications of employees in a division or a section, or for employees at a particular geographic location provided the employees receive adequate notice of the variation, and that the variation is not done on an individual employee basis for the purpose of avoiding payment of overtime to that particular employee; and
- (c) rest periods with pay of fifteen (15) minutes duration shall be scheduled as close as possible to mid-morning and mid-afternoon of each working day.

### **4. Wash-Up Time**

Labour and Trades employees, Equipment Operations employees, and Equipment Maintenance employees shall be permitted paid wash-up time to a maximum of ten (10) minutes at the conclusion of each shift. In unusual circumstances this period may be extended by the employee's supervisor or officer-in-charge to a maximum of fifteen (15) minutes.

5. **Work Clothing and Protective Equipment**

- (a) The Employer will provide the following articles at no cost to the employee as required by the Workers' Compensation Board:
    - (i) Hard Hats
    - (ii) Aprons
    - (iii) Welding goggles
    - (iv) Dust Protection
    - (v) Eye protection, including prescription glasses
    - (vi) Hearing protection device
    - (vii) Coverall
    - (viii) Insulated work boots
    - (ix) Rubberized work boots
    - (x) Leather work gloves
  - (b) The Employer shall supply new employees with the articles of equipment as required;
  - (c) Supply employee moving to another department with the articles of equipment they require and that they do not possess at the time of the move.
  - (d) Where safety prescription glasses are required by the Employer or the Workers' Compensation Board, the Employer shall replace them as required, at no cost to the employee when they are damaged beyond repair and presented to the Employer.
  - (e) An allowance of \$200.00 will be provided to those employees who the Employer, the Workers' Compensation Board or the *Safety Act* deem to require safety footwear. An employee will receive this allowance on initial appointment and after every twelve (12) months of employment (eighteen (18) months of employment for the Project Officers upon presentation of appropriate receipts by the employee).
6. The Employer will maintain a suitable inventory of winter protective clothing to be provided on loan to those employees who are not normally required to work outside or under conditions which may be damaging to personal clothing.

7. The Employer agrees to replace worn out tools used and owned by journeymen and apprentices in the regular performance of their work upon presentation of the worn out tool. Whenever replacement is made, the new tool will be of similar quality as the initial tool. In situations where highly specialized tools not normally associated with a journeyman's tool kit are required, they will be provided by the Employer, who will retain ownership of them. The Employer shall assist employees in the purchase of tools and equipment at the Employer's cost price.

8. **Adverse Weather Conditions**

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

9. Casual employees who do not hold certificates of qualification in a trade shall not perform work normally performed by qualified tradesman.

10. Where an employee suffers a loss of tools or equipment used to perform the employee's duties:

(a) through fire and theft while such tools are stored on the Employer's premises; or

(b) while in transit during travel on behalf of the Employer;

such tools or equipment will be replaced by the Employer with tools or equipment at equal or similar quality where the employee satisfies the Employer that a loss occurred.

11. **Apprentices**

Conditions of employment for employees engaged as Apprentices by the Employer:

(a) The Apprenticeship Trade and Occupations Certification Act and pursuant Regulations shall apply to all apprentices employed by the Employer. A copy of the current Regulations shall be supplied to the apprentice upon appointment.

(b) The recognized Apprenticeship Training Programs shall be those listed in the "Apprentice Training Schedule" pursuant to the 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:

Four Year Training Programs

Year 1 55%  
Year 2 65%  
Year 3 75%  
Year 4 85%

Three Year Training Programs

Year 1 60%  
Year 2 70%  
Year 3 80%

Two Year Training Programs

Year 1 65%  
Year 2 80%

One Year Training Programs

Year 1 70%

- (e) The Employer will pay the Apprentice while attending trade courses in accordance with the Employer's policy regarding financial support while in trade training.
  - (f) Subject to the *Public Service Act* and Regulations, and the pay restrictions noted above, Apprentices shall be entitled to the benefits and terms and conditions of employment outlined in the current Collective Agreement.
  - (g) Where an Apprentice fails after two attempts to successfully complete a trade training course, a recommendation may be made to the Superintendent of Apprenticeship Training to cancel his/her contract and the Apprentice may be terminated.
12. Apprentices successfully completing their Apprenticeship will be given preference in hiring on job vacancies. Where an Apprentice, after completing his/her apprenticeship, is hired directly into a job vacancy, all time spent as an Apprentice shall count towards continuous employment with the Employer.



**Group 5  
Health Care Workers**

1. All of the provisions of the Collective Agreement shall apply to the health care employees of the Department of Health and Social Services hospital and health care facilities, institutional nurse at Correctional Centres and dental therapists except as modified by this Appendix. In any case where a provision contained in this Appendix conflicts with a provision of the Collective Agreement, the provision contained in this Appendix shall prevail.
2. The following Articles of the Agreement are modified:

**ARTICLE 2 - DEFINITIONS**

2.01

(ff) **Rates of Pay**

- (i) "Annual Rate of Pay" is that amount which is specified in the pay attached to this Agreement;
  - (ii) "Hourly Rate of Pay" is that amount which is arrived at by dividing the annual rate of pay by two thousand eighty (2,080) hours; or by one thousand nine hundred fifty (1,950) hours, whichever is appropriate for the employee's classification.
  - (iii) "Weekly or Bi-Weekly Rate of Pay" is that amount which is arrived at by multiplying the hourly rate of pay by the regular hours worked during the respective week or two (2) week period.
- (oo) "Week" for the purposes of this Agreement shall be deemed to commence and 0000 hours on Saturday to 2400 hours on Friday for the Baffin Regional Hospital.

2.04

- (a) "**Graduate Nurse**" means a person who has graduated from a recognized formal educational program and who has received a "Temporary Certificate of Exemption" pursuant to the *Nursing Profession Act*
- (b) "**Registered Nurse**" means a person who is registered pursuant to the *Nursing Profession Act*
- (c) "**Certified Nursing Assistant**" means a person who is registered pursuant to the *Certified Nursing Assistants Act*.
- (d) "**Operating Room Technician**" means a person who has successfully completed a recognized program in Operating Room technique.

3. **Designated Paid Holidays**

- (a) When a designated paid holiday coincides with an employee's day of rest, the holiday shall be moved to another working day requested by the employee, and approved by the Employer, or if operational requirements do not permit the time off, a lieu day shall be credited to the employee for use at a later date.
- (b) An employee scheduled to work on a designated paid holiday shall be paid at the applicable overtime rate for all hours worked from 00:01 to 24:00 on the designated holiday.

4. An employee who is regularly scheduled to work the majority of hours outside of the hours 0800 to 1700 or an employee working as a social worker, community health nurse or hospital technician and who is normally required to be on standby at least ten days per month, may use four (4) days of his/her Special Leave Credits each year at his/her discretion on adequate notice to his/her supervisor.

5. **Hours of Work**

Except for employees working a modified work week, employees shall be entitled to two (2) rest periods, with pay, of fifteen (15) minutes duration each, commencing on or about mid-morning and mid-afternoon, or the middle of the first half and the last half of a shift. The time of commencement of such rest periods shall be determined by the Deputy Head or the employee's immediate supervisor.

6. **Shift Schedules**

- (a) The Employer agrees that before a schedule of working hours is changed, the change will be discussed with the appropriate Steward of the Union if the change will affect a majority of the employees governed by the schedule.
- (b) Shift schedules shall be posted in the work area at least fifteen (15) calendar days in advance of the starting date of the new schedule. Shift schedules shall indicate the work requirements for each employee for a minimum of twenty-eight (28) days.
- (c) Except by mutual agreement between the Employer and the employee, when an employee's work schedule is revised without five (5) calendar days notice, the employee shall be compensated at the rate of time and one-half (1 ½) for the first two (2) full shifts worked on the new schedule. Subsequent shifts worked on the new schedule shall be paid for at the straight time rate.
- (d) The Employer agrees that there shall be no split shifts.

- (e) Employees shall not be required to work more than seven (7) consecutive eight (8) hour shifts or four (4) consecutive twelve (12) hour shifts between days off and it shall be the intent to assign less than the maximum.

The above arrangements shall not prohibit permanent evening or night shift arrangements as may be agreed upon by the Hospital, the employees affected and the local of the Union.

**7. Responsibility Allowance**

When an employee is designated in charge of a ward, unit, Health Centre or Department on any shift in circumstances which place upon the employee responsibilities greater than those ordinarily assumed, such employees shall be paid a special hourly allowance of \$2.00 per hour in respect of such added responsibilities.

**8. Notice Of Termination**

A Graduate Nurse, Registered Nurse, Certified Nursing Assistant, Operating Room Technician, X-Ray Technician, Pharmacy Technician, Respiratory Therapist, Occupational Therapist or Physiotherapist resigning from the Hospital or a Community Health Centre shall give twenty eight (28) calendar days notice in writing, exclusive of any vacation leave with pay due.

**9. Professional Nurses' Registration**

Upon obtaining registration, a newly graduated nurse shall be paid the rate of pay applicable to a Registered Nurse, retroactive to the date of writing of registration examinations.

**10. Health Requirements And Benefits**

As a condition of employment at the Hospital or Health Centre, all employees are required to take a medical examination and to undergo vaccination, inoculation, and other immunization as required by the *Hospital Insurance and Health and Social Services Act*.

Prescriptions are available at, the Baffin Regional Hospital for the benefit of Hospital employees at hospital cost plus a prescription fee of \$3.00 upon receipt of the doctor's written prescription.

Drugs and medication not normally kept in stock will not be ordered specially so as to comply with the doctor's written prescription.

11 **Uniform Policy**

Special wearing apparel required by the Hospital to be worn by employees while on duty will be provided and laundered by the Hospital free of charge to the employee. It being understood that such special apparel shall remain the property of the Hospital.

The cotton uniforms provided by the Hospital to certain categories of personnel will be laundered by the Hospital. These uniforms will remain the property of the Hospital and shall not be worn off the Hospital property.

Uniforms and clothing purchased by the employee will not be laundered by the Hospital. However, each employee who is required to wear a uniform shall be paid an allowance of twenty-five dollars (\$25.00) per month to assist in the purchase and cleaning of the uniforms.

12. **Modified Work Week**

The Employer and the Union, in order to make possible the compressed work week, do hereby mutually agree to interpret all Articles of the Collective Agreement in such a manner as to take into account the effect of the extended work day and the resultant compressed work week.

13. It is recognized that the primary intent of the Modified Work Week (M.W.W.) is to provide personnel working it a compressed work period with no increased cost to the Employer.
14. There must be mutual agreement to implement and/or continue with the M.W.W., otherwise the contract provisions of hours of work or some other mutually agreeable variation shall be implemented.

15. **Hours Of Work**

- (a) Regular hours of work for full-time employees exclusive of meal periods shall be:
  - (i) twelve (12) consecutive hours per day.
  - (ii) one thousand, nine hundred and fifty (1,950) hours per year.
  - (iii) a maximum of four (4) consecutive shifts.
- (b) Regular hours shall be deemed to:
  - (i) include as scheduled by the Employer, three (3) rest periods with pay totaling forty-five (45) minutes during each full working shift of twelve (12) hours; commencing on or about mid-way between starting time and the first meal break, and mid-way between the first and second meal break and mid-way between the second meal break and the end of the shift, or
  - (ii) include, as scheduled by the Employer, one rest period, with pay, of fifteen (15) minutes during each partial shift of four (4) hours, or two (2) rest periods, with pay, of fifteen (15) minutes during each partial shift of 7.5 hours, commencing on or about mid-way between starting time and the meal break and mid-way between the meal break and the end of the shift.
  - (iii) exclude one meal period of thirty (30) minutes which shall be scheduled by the Employer in a full shift of twelve (12) hours. An employee shall be entitled to one scheduled meal period if the employee works 7.5 hours.
  - (iv) if an employee is recalled to duty during the employee's meal period, the employee shall be given the time not taken later in the shift.
  - (v) The Employer agrees to provide food for employees who work a twelve hour night shift. The specified period will be as close to the mid-point of the shift as possible. During this meal period, these employees shall not, without the Employer's consent, leave the facility.

15. **Overtime**

- (a) Overtime is all time required by an Employer and worked by an employee in excess of twelve (12) hours per day on twelve (12) hour shifts. Overtime worked immediately following or immediately preceding an employee's scheduled shift shall be paid at double time (2T). The Employer will designate an individual who may authorize overtime in all circumstances.
- (b) Overtime shall be paid for all authorized hours worked on scheduled days off in accordance with Article 22 - Overtime.

16 **Annual Leave**

- (a) An employee working an extended work day and compressed work week shall be entitled to annual time off equivalent to that of other employees working the 7.5 hour work day. Upon termination, annual leave credits shall be paid out on the basis of 7.5 hour days.
- (b) Earned leave will be converted into hours owed and utilized according to the scheduled shift pattern.

17. **Designated Paid Holidays**

- (a) An employee working an extended work day and compressed work week shall be entitled to the designated paid holidays as specified in Article 15 and shall be paid for same at the employee's basic rate for 7.5 hours.
- (b) When a day designated as a holiday under Clause 15.01 coincides with an employee's day of rest, the employee shall be paid for the holiday at the employee's basic rate for 7.5 hours, or at the employee's request, the holiday shall be taken at a later date.
- (c) When an employee is required to work on a designated holiday as part of the employee's regularly scheduled hours of duty or as overtime when the employee is not scheduled to work, the employee shall be paid in addition to the pay that the employee would have been granted had the employee not worked on that holiday:
  - (i) One and one-half (1 ½) times the employee's straight time rate for the first half (1/2) of the shift worked and
  - (ii) twice (2) the employee's straight time rate for hours worked for the second (1/2) of the shift, or
  - (iii) an equivalent combination of cash and day of leave at a later date convenient to both the employee and the Employer.
- (d) An employee scheduled to work on a designated paid holiday shall be paid at the applicable overtime rate for all hours worked from 00:01 to 24:00 on the designated holiday.

18. **Sick Leave**

- (a) Sick leave credits shall be earned at the rate specified in Article 19 of the Agreement.
- (b) Earned leave shall be converted into hours owed and utilized according to the scheduled shift pattern.

**19. Special Clinical Preparation**

(a) An indeterminate, term or part-time Registered Nurse with special preparation of not less than six (6) months approved by the Employer and who is employed in the special service for which he/she is qualified, will be paid an additional \$40.00 per month if he/she has utilized the course within four (4) years prior to employment.

(b) An employee may not qualify for more than one payment under categories in the following Clauses (c), (d), and (e).

(c) CHA/CNA Courses

An indeterminate, term or part-time Registered Nurse who has successfully completed the CHA/CNA course Nursing Unit Administration and is employed in a capacity utilizing the course(s) will be paid an additional \$25.00 per month.

(d) University Preparation

An indeterminate, term or part-time employee who has passed an accredited one year university course approved by the Deputy Head or Midwifery course and is employed in a capacity utilizing this course will receive an additional \$75.00 per month.

(e) An indeterminate, term or part-time employee who has received a baccalaureate or higher degree approved by the Deputy Head will receive an additional \$125.00 per month.

**20. Medivac/Rescue/Survival Training And Equipment**

All personnel who may take medical rescue and evacuation flights shall have made available to them through paid education leave survival training and medivacuation training skills.

**21. Compensation For Prior Experience**

All health care professionals (excluding administrative support staff and cleaning staff) will be credited with a one pay level increment for each two (2) years' prior related experience they have in their field to a maximum of four (4) steps.

22. **Annual Special Allowance**

- (a) The annual special allowance for Nurses in nursing positions in one-Nurse Health Centres will be \$10,000.00.
- (b) The annual special allowance for Nurses in nursing positions in two-Nurse Health Centres will be \$7,000.00 but will be increased to the rates in (a) for such temporary periods exceeding seven (7) calendar days, as the Centres are operating with only one Nurse due to staff shortage.
- (c) The annual special allowance for Nurses in nursing positions in three-Nurse Health Centres will be \$5,000.00 but will be increased to the rates in (a) and (b) above for such temporary periods exceeding seven (7) calendar days, as the Centres are operating with only one or two Nurses respectively, due to staff shortage.
- (d) The annual special allowance for Nurses in Nursing position in four-Nurse Health Centers will be \$2,500.00 but will be increased to the rates in (a), (b), and (c) above for such temporary periods exceeding seven (7) calendar days as the Centres are operating with only one, two or three Nurses respectively due to staff shortage.
- (e) Nurses in a five (5) Nurse or larger Health Center shall receive the rates set out in (a), (b), (c), and (d) for such temporary periods exceeding seven (7) days as the Centres are operating with only one, two, three or four Nurses respectively, due to staff shortage.

23. Dental Therapists will normally work the school year and accrue benefits as a Group 6 School Year employee.



**Group 6**  
**School Year Employees**

1. School year employees means Special Needs Assistants, Instructors in Young Offender Facilities and School Community Counselors, Dental Therapists, Library Technicians, Classroom Assistants and such other employees as the Employer may, in consultation and with the Union's agreement, designate as school year employees.
2. The Employer may establish hours of work for school year employees whose work year follows the school year. The work year for school year employees will normally start a week before the first day of the school year and end a week after the last day of the school year.
3. School year employees will not be required to report for duty during the Christmas, Easter and Summer Recesses on the local school calendar.
4. School year employees will not be entitled to earn vacation credits or take the annual leave as prescribed in Article 17 of this Agreement.
5. Classroom Assistants planning to terminate their employment during the summer recess are required to notify the Employer of their intent at least two (2) weeks prior to the last day of the school year.
6. When a Classroom Assistant is required to lead a class and no teacher is present in the classroom, the Classroom Assistant will be paid a rate two (2) ranges above their current step.
7. School year employees will be paid at the appropriate yearly pay level for their position over a 12 month period.
8. Where an employee dies or otherwise terminates employment during a school year, the employee or estate shall receive that portion of the summer recess pay the employee is entitled to in accordance with the number of school days worked during that school year.

**Group 7**  
**Court Reporters**

1. Except as provided herein, Articles 21 and 22 do not apply to employees employed as Court Reporters.
2. Court Reporters will not be required to observe the normal hours of attendance stipulated for the Public Service but will be required to maintain attendance for provision of services as required. In the event no Court has been scheduled and a reporter wishes to remain absent from his/her place of employment during that time, permission must be obtained from the Chief Reporter. The Chief Reporter shall set up a weekly work schedule which shall be posted at least six (6) working days in advance. This schedule will cover all normal work requirements.
3. Travelling time, outside regular working hours or on Saturdays and Sundays shall be paid at the overtime rate in accordance with Article 22.
4. The Employer shall provide office dictating and transcribing equipment, typewriters, ribbons and ink and cassettes for dictating equipment, as well as ordinary stationary items but not those required for specific reporting functions. Other equipment belonging to individual Court Reporters shall be serviced or repaired by the Employer.

## **APPENDIX B**

### **PAY SCHEDULES**

The rates of pay in Appendices B1-B4 reflect the annual rates of pay based on the applicable standard weekly hours.

Conversion from the March 31, 1998 pay plans to the new pay plans shall be phased in as follows:

- Employees whose March 31, 1998 salaries are less than or equal to the salaries on the new pay schedule will be placed on the new pay schedule at the steps on the new pay ranges that correspond to the steps on the old pay ranges (e.g. If the employee is currently at step 3, the employee will be placed at step 3 on the appropriate pay range on the new schedule.)
- Employees whose March 31, 1998 salaries are greater than the salaries on the new pay schedules will have their current salary level protected by a “conversion salary”. This “conversion salary” will make up the difference between their March 31, 1998 salary and their salary on the new pay plan and will be received in addition to their base salary. As employees progress through the steps on the new grid this “conversion salary” will continue to be added to their base salary

Note:

- Employees whose jobs have not changed since April 1, 1998 but whose evaluations are changed before February 28, 1999 as a result of an evaluation review will have their salaries re-adjusted effective April 1, 1998 in accordance with the process set out in Article 24.08 dealing with re-evaluations. After March 1, 1999, any change in evaluations will become effective the later of the date the new Statement of Duties were assigned or 90 days preceding the date the discussion between the employee and the Supervisor under article 36.02 took place.
- College Instructors will move to the step on the new grid that corresponds to their step on the College Instructor’s Grid. Instructors at steps higher than step six will be placed on step 6 of the new grid.

The parties agree that any employees who effective date of signing, were receiving Transition Allowance payments, shall continue to receive those allowances until the employee’s salary comes below the maximum of their job evaluation level.

**APPENDIX B1**

**HOURLY RATES OF PAY**

**EFFECTIVE APRIL 1, 2000**

<b>Pay Range</b>	<b>Min Pts</b>	<b>Max Pts</b>	<b>HOURLY RATES</b>						
			<b>Casual</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
1	92	101	\$13.80	\$16.40	\$16.82	\$17.25	\$17.69	\$18.14	\$18.60
2	102	112	\$14.35	\$16.95	\$17.38	\$17.82	\$18.27	\$18.73	\$19.21
3	113	124	\$14.95	\$17.55	\$18.00	\$18.46	\$18.93	\$19.41	\$19.90
4	125	137	\$15.52	\$18.12	\$18.58	\$19.05	\$19.53	\$20.03	\$20.54
5	138	151	\$16.14	\$18.74	\$19.22	\$19.71	\$20.21	\$20.72	\$21.25
6	152	166	\$16.73	\$19.33	\$19.82	\$20.32	\$20.84	\$21.37	\$21.91
7	167	183	\$17.34	\$19.94	\$20.45	\$20.97	\$21.50	\$22.05	\$22.61
8	184	201	\$18.01	\$20.61	\$21.13	\$21.67	\$22.22	\$22.78	\$23.36
9	202	221	\$18.65	\$21.25	\$21.79	\$22.34	\$22.91	\$23.49	\$24.09
10	222	243	\$19.32	\$21.92	\$22.48	\$23.05	\$23.64	\$24.24	\$24.86
11	244	267	\$20.02	\$22.62	\$23.19	\$23.78	\$24.38	\$25.00	\$25.64
12	268	293	\$22.83	\$25.43	\$26.08	\$26.74	\$27.42	\$28.12	\$28.84
13	294	322	\$23.83	\$26.43	\$27.10	\$27.79	\$28.50	\$29.23	\$29.97
14	323	354	\$24.90	\$27.50	\$28.20	\$28.92	\$29.66	\$30.42	\$31.20
15	355	389	\$25.99	\$28.59	\$29.32	\$30.07	\$30.84	\$31.63	\$32.44
16	390	427	\$27.15	\$29.75	\$30.51	\$31.29	\$32.09	\$32.91	\$33.75
17	428	469	\$28.35	\$30.95	\$31.74	\$32.55	\$33.38	\$34.23	\$35.10
18	470	515	\$29.59	\$32.19	\$33.01	\$33.85	\$34.71	\$35.59	\$36.50
19	516	565	\$30.87	\$33.47	\$34.32	\$35.19	\$36.09	\$37.01	\$37.95
20	566	620	\$32.17	\$34.77	\$35.66	\$36.57	\$37.50	\$38.46	\$39.44
21	621	680	\$33.56	\$36.16	\$37.08	\$38.03	\$39.00	\$39.99	\$41.01
22	681	746	\$34.99	\$37.59	\$38.55	\$39.53	\$40.54	\$41.57	\$42.63
23	747	818	\$36.46	\$39.06	\$40.06	\$41.08	\$42.13	\$43.21	\$44.31
24	819	897	\$37.98	\$40.58	\$41.62	\$42.68	\$43.77	\$44.89	\$46.04
25	898	983	\$39.60	\$42.20	\$43.28	\$44.38	\$45.51	\$46.67	\$47.86

**APPENDIX B2**

**ANNUAL RATES OF PAY**

**STANDARD 37.5 WEEKLY HOURS**

**EFFECTIVE APRIL 1, 2000**

<b>Pay Range</b>	<b>Min Pts</b>	<b>Max Pts</b>	<b>ANNUAL HOURS 1,950</b>						
			<b>Casual</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
1	92	101	\$26,910	\$31,980	\$32,799	\$33,638	\$34,496	\$35,373	\$36,270
2	102	112	\$27,983	\$33,053	\$33,891	\$34,749	\$35,627	\$36,524	\$37,460
3	113	124	\$29,153	\$34,223	\$35,100	\$35,997	\$36,914	\$37,850	\$38,805
4	125	137	\$30,264	\$35,334	\$36,231	\$37,148	\$38,084	\$39,059	\$40,053
5	138	151	\$31,473	\$36,543	\$37,479	\$38,435	\$39,410	\$40,404	\$41,438
6	152	166	\$32,624	\$37,694	\$38,649	\$39,624	\$40,638	\$41,672	\$42,725
7	167	183	\$33,813	\$38,883	\$39,878	\$40,892	\$41,925	\$42,998	\$44,090
8	184	201	\$35,120	\$40,190	\$41,204	\$42,257	\$43,329	\$44,421	\$45,552
9	202	221	\$36,368	\$41,438	\$42,491	\$43,563	\$44,675	\$45,806	\$46,976
10	222	243	\$37,674	\$42,744	\$43,836	\$44,948	\$46,098	\$47,268	\$48,477
11	244	267	\$39,039	\$44,109	\$45,221	\$46,371	\$47,541	\$48,750	\$49,998
12	268	293	\$44,519	\$49,589	\$50,856	\$52,143	\$53,469	\$54,834	\$56,238
13	294	322	\$46,469	\$51,539	\$52,845	\$54,191	\$55,575	\$56,999	\$58,442
14	323	354	\$48,555	\$53,625	\$54,990	\$56,394	\$57,837	\$59,319	\$60,840
15	355	389	\$50,681	\$55,751	\$57,174	\$58,637	\$60,138	\$61,679	\$63,258
16	390	427	\$52,943	\$58,013	\$59,495	\$61,016	\$62,576	\$64,175	\$65,813
17	428	469	\$55,283	\$60,353	\$61,893	\$63,473	\$65,091	\$66,749	\$68,445
18	470	515	\$57,701	\$62,771	\$64,370	\$66,008	\$67,685	\$69,401	\$71,175
19	516	565	\$60,197	\$65,267	\$66,924	\$68,621	\$70,376	\$72,170	\$74,003
20	566	620	\$62,732	\$67,802	\$69,537	\$71,312	\$73,125	\$74,997	\$76,908
21	621	680	\$65,442	\$70,512	\$72,306	\$74,159	\$76,050	\$77,981	\$79,970
22	681	746	\$68,231	\$73,301	\$75,173	\$77,084	\$79,053	\$81,062	\$83,129
23	747	818	\$71,097	\$76,167	\$78,117	\$80,106	\$82,154	\$84,260	\$86,405
24	819	897	\$74,061	\$79,131	\$81,159	\$83,226	\$85,352	\$87,536	\$89,778
25	898	983	\$77,220	\$82,290	\$84,396	\$86,541	\$88,745	\$91,007	\$93,327

**APPENDIX B3**

**ANNUAL RATES OF PAY**

**STANDARD 40 WEEKLY HOURS**

**EFFECTIVE APRIL 1, 2000**

<b>Pay Range</b>	<b>Min Pts</b>	<b>Max Pts</b>	<b>ANNUAL HOURS 2,080</b>						
			<b>Casual</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
1	92	101	\$28,704	\$34,112	\$34,986	\$35,880	\$36,795	\$37,731	\$38,688
2	102	112	\$29,848	\$35,256	\$36,150	\$37,066	\$38,002	\$38,958	\$39,957
3	113	124	\$31,096	\$36,504	\$37,440	\$38,397	\$39,374	\$40,373	\$41,392
4	125	137	\$32,282	\$37,690	\$38,646	\$39,624	\$40,622	\$41,662	\$42,723
5	138	151	\$33,571	\$38,979	\$39,978	\$40,997	\$42,037	\$43,098	\$44,200
6	152	166	\$34,798	\$40,206	\$41,226	\$42,266	\$43,347	\$44,450	\$45,573
7	167	183	\$36,067	\$41,475	\$42,536	\$43,618	\$44,720	\$45,864	\$47,029
8	184	201	\$37,461	\$42,869	\$43,950	\$45,074	\$46,218	\$47,382	\$48,589
9	202	221	\$38,792	\$44,200	\$45,323	\$46,467	\$47,653	\$48,859	\$50,107
10	222	243	\$40,186	\$45,594	\$46,758	\$47,944	\$49,171	\$50,419	\$51,709
11	244	267	\$41,642	\$47,050	\$48,235	\$49,462	\$50,710	\$52,000	\$53,331
12	268	293	\$47,486	\$52,894	\$54,246	\$55,619	\$57,034	\$58,490	\$59,987
13	294	322	\$49,566	\$54,974	\$56,368	\$57,803	\$59,280	\$60,798	\$62,338
14	323	354	\$51,792	\$57,200	\$58,656	\$60,154	\$61,693	\$63,274	\$64,896
15	355	389	\$54,059	\$59,467	\$60,986	\$62,546	\$64,147	\$65,790	\$67,475
16	390	427	\$56,472	\$61,880	\$63,461	\$65,083	\$66,747	\$68,453	\$70,200
17	428	469	\$58,968	\$64,376	\$66,019	\$67,704	\$69,430	\$71,198	\$73,008
18	470	515	\$61,547	\$66,955	\$68,661	\$70,408	\$72,197	\$74,027	\$75,920
19	516	565	\$64,210	\$69,618	\$71,386	\$73,195	\$75,067	\$76,981	\$78,936
20	566	620	\$66,914	\$72,322	\$74,173	\$76,066	\$78,000	\$79,997	\$82,035
21	621	680	\$69,805	\$75,213	\$77,126	\$79,102	\$81,120	\$83,179	\$85,301
22	681	746	\$72,779	\$78,187	\$80,184	\$82,222	\$84,323	\$86,466	\$88,670
23	747	818	\$75,837	\$81,245	\$83,325	\$85,446	\$87,630	\$89,877	\$92,165
24	819	897	\$78,998	\$84,406	\$86,570	\$88,774	\$91,042	\$93,371	\$95,763
25	898	983	\$82,368	\$87,776	\$90,022	\$92,310	\$94,661	\$97,074	\$99,549

**APPENDIX B4**

**ANNUAL RATES OF PAY**

**STANDARD 42 WEEKLY HOURS**

**EFFECTIVE APRIL 1, 2000**

<b>Pay Range</b>	<b>Min Pts</b>	<b>Max Pts</b>	<b>ANNUAL HOURS 2,184</b>						
			<b>Casual</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
1	92	101	\$30,139	\$35,818	\$36,735	\$37,674	\$38,635	\$39,618	\$40,622
2	102	112	\$31,340	\$37,019	\$37,958	\$38,919	\$39,902	\$40,906	\$41,955
3	113	124	\$32,651	\$38,329	\$39,312	\$40,317	\$41,343	\$42,391	\$43,462
4	125	137	\$33,896	\$39,574	\$40,579	\$41,605	\$42,654	\$43,746	\$44,859
5	138	151	\$35,250	\$40,928	\$41,976	\$43,047	\$44,139	\$45,252	\$46,410
6	152	166	\$36,538	\$42,217	\$43,287	\$44,379	\$45,515	\$46,672	\$47,851
7	167	183	\$37,871	\$43,549	\$44,663	\$45,798	\$46,956	\$48,157	\$49,380
8	184	201	\$39,334	\$45,012	\$46,148	\$47,327	\$48,528	\$49,752	\$51,018
9	202	221	\$40,732	\$46,410	\$47,589	\$48,791	\$50,035	\$51,302	\$52,613
10	222	243	\$42,195	\$47,873	\$49,096	\$50,341	\$51,630	\$52,940	\$54,294
11	244	267	\$43,724	\$49,402	\$50,647	\$51,936	\$53,246	\$54,600	\$55,998
12	268	293	\$49,861	\$55,539	\$56,959	\$58,400	\$59,885	\$61,414	\$62,987
13	294	322	\$52,045	\$57,723	\$59,186	\$60,693	\$62,244	\$63,838	\$65,454
14	323	354	\$54,382	\$60,060	\$61,589	\$63,161	\$64,777	\$66,437	\$68,141
15	355	389	\$56,762	\$62,441	\$64,035	\$65,673	\$67,355	\$69,080	\$70,849
16	390	427	\$59,296	\$64,974	\$66,634	\$68,337	\$70,085	\$71,875	\$73,710
17	428	469	\$61,916	\$67,595	\$69,320	\$71,089	\$72,902	\$74,758	\$76,658
18	470	515	\$64,625	\$70,303	\$72,094	\$73,928	\$75,807	\$77,729	\$79,716
19	516	565	\$67,420	\$73,098	\$74,955	\$76,855	\$78,821	\$80,830	\$82,883
20	566	620	\$70,259	\$75,938	\$77,881	\$79,869	\$81,900	\$83,997	\$86,137
21	621	680	\$73,295	\$78,973	\$80,983	\$83,058	\$85,176	\$87,338	\$89,566
22	681	746	\$76,418	\$82,097	\$84,193	\$86,334	\$88,539	\$90,789	\$93,104
23	747	818	\$79,629	\$85,307	\$87,491	\$89,719	\$92,012	\$94,371	\$96,773
24	819	897	\$82,948	\$88,627	\$90,898	\$93,213	\$95,594	\$98,040	\$100,551
25	898	983	\$86,486	\$92,165	\$94,524	\$96,926	\$99,394	\$101,927	\$104,526

**APPENDIX B5**

**HOURLY RATES OF PAY**

**EFFECTIVE APRIL 1, 2001**

<b>Pay Range</b>	<b>Min Pts</b>	<b>Max Pts</b>	<b>HOURLY RATES</b>						
			<b>Casual</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
1	92	101	\$14.26	\$16.86	\$17.29	\$17.73	\$18.18	\$18.64	\$19.11
2	102	112	\$14.82	\$17.42	\$17.86	\$18.31	\$18.77	\$19.25	\$19.74
3	113	124	\$15.44	\$18.04	\$18.50	\$18.97	\$19.45	\$19.94	\$20.45
4	125	137	\$16.03	\$18.63	\$19.10	\$19.58	\$20.08	\$20.59	\$21.11
5	138	151	\$16.66	\$19.26	\$19.75	\$20.25	\$20.76	\$21.29	\$21.83
6	152	166	\$17.26	\$19.86	\$20.36	\$20.88	\$21.41	\$21.95	\$22.51
7	167	183	\$17.89	\$20.49	\$21.01	\$21.54	\$22.09	\$22.65	\$23.23
8	184	201	\$18.56	\$21.16	\$21.70	\$22.25	\$22.82	\$23.40	\$24.00
9	202	221	\$19.24	\$21.84	\$22.40	\$22.97	\$23.55	\$24.15	\$24.76
10	222	243	\$19.93	\$22.53	\$23.10	\$23.69	\$24.29	\$24.91	\$25.54
11	244	267	\$20.64	\$23.24	\$23.83	\$24.44	\$25.06	\$25.70	\$26.35
12	268	293	\$23.53	\$26.13	\$26.80	\$27.48	\$28.18	\$28.90	\$29.64
13	294	322	\$24.55	\$27.15	\$27.84	\$28.55	\$29.28	\$30.03	\$30.80
14	323	354	\$25.66	\$28.26	\$28.98	\$29.72	\$30.48	\$31.26	\$32.06
15	355	389	\$26.78	\$29.38	\$30.13	\$30.90	\$31.69	\$32.50	\$33.33
16	390	427	\$27.98	\$30.58	\$31.36	\$32.16	\$32.98	\$33.82	\$34.68
17	428	469	\$29.21	\$31.81	\$32.62	\$33.45	\$34.30	\$35.17	\$36.07
18	470	515	\$30.48	\$33.08	\$33.92	\$34.78	\$35.67	\$36.58	\$37.51
19	516	565	\$31.77	\$34.37	\$35.25	\$36.15	\$37.07	\$38.02	\$38.99
20	566	620	\$33.13	\$35.73	\$36.64	\$37.57	\$38.53	\$39.51	\$40.52
21	621	680	\$34.55	\$37.15	\$38.10	\$39.07	\$40.07	\$41.09	\$42.14
22	681	746	\$36.01	\$38.61	\$39.60	\$40.61	\$41.65	\$42.71	\$43.80
23	747	818	\$37.54	\$40.14	\$41.16	\$42.21	\$43.29	\$44.40	\$45.53
24	819	897	\$39.11	\$41.71	\$42.77	\$43.86	\$44.98	\$46.13	\$47.31
25	898	983	\$40.75	\$43.35	\$44.46	\$45.60	\$46.76	\$47.95	\$49.17



**APPENDIX B6**

**ANNUAL RATES OF PAY**

**STANDARD 37.5 WEEKLY HOURS**

**EFFECTIVE APRIL 1, 2001**

<b>Pay Range</b>	<b>Min Pts</b>	<b>Max Pts</b>	<b>ANNUAL HOURS 1,950</b>						
			<b>Casual</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
1	92	101	\$27,807	\$32,877	\$33,716	\$34,574	\$35,451	\$36,348	\$37,265
2	102	112	\$28,899	\$33,969	\$34,827	\$35,705	\$36,602	\$37,538	\$38,493
3	113	124	\$30,108	\$35,178	\$36,075	\$36,992	\$37,928	\$38,883	\$39,878
4	125	137	\$31,259	\$36,329	\$37,245	\$38,181	\$39,156	\$40,151	\$41,165
5	138	151	\$32,487	\$37,557	\$38,513	\$39,488	\$40,482	\$41,516	\$42,569
6	152	166	\$33,657	\$38,727	\$39,702	\$40,716	\$41,750	\$42,803	\$43,895
7	167	183	\$34,886	\$39,956	\$40,970	\$42,003	\$43,076	\$44,168	\$45,299
8	184	201	\$36,192	\$41,262	\$42,315	\$43,388	\$44,499	\$45,630	\$46,800
9	202	221	\$37,518	\$42,588	\$43,680	\$44,792	\$45,923	\$47,093	\$48,282
10	222	243	\$38,864	\$43,934	\$45,045	\$46,196	\$47,366	\$48,575	\$49,803
11	244	267	\$40,248	\$45,318	\$46,469	\$47,658	\$48,867	\$50,115	\$51,383
12	268	293	\$45,884	\$50,954	\$52,260	\$53,586	\$54,951	\$56,355	\$57,798
13	294	322	\$47,873	\$52,943	\$54,288	\$55,673	\$57,096	\$58,559	\$60,060
14	323	354	\$50,037	\$55,107	\$56,511	\$57,954	\$59,436	\$60,957	\$62,517
15	355	389	\$52,221	\$57,291	\$58,754	\$60,255	\$61,796	\$63,375	\$64,994
16	390	427	\$54,561	\$59,631	\$61,152	\$62,712	\$64,311	\$65,949	\$67,626
17	428	469	\$56,960	\$62,030	\$63,609	\$65,228	\$66,885	\$68,582	\$70,337
18	470	515	\$59,436	\$64,506	\$66,144	\$67,821	\$69,557	\$71,331	\$73,145
19	516	565	\$61,952	\$67,022	\$68,738	\$70,493	\$72,287	\$74,139	\$76,031
20	566	620	\$64,604	\$69,674	\$71,448	\$73,262	\$75,134	\$77,045	\$79,014
21	621	680	\$67,373	\$72,443	\$74,295	\$76,187	\$78,137	\$80,126	\$82,173
22	681	746	\$70,220	\$75,290	\$77,220	\$79,190	\$81,218	\$83,285	\$85,410
23	747	818	\$73,203	\$78,273	\$80,262	\$82,310	\$84,416	\$86,580	\$88,784
24	819	897	\$76,265	\$81,335	\$83,402	\$85,527	\$87,711	\$89,954	\$92,255
25	898	983	\$79,463	\$84,533	\$86,697	\$88,920	\$91,182	\$93,503	\$95,882

**APPENDIX B7**

**ANNUAL RATES OF PAY**

**STANDARD 40 WEEKLY HOURS**

**EFFECTIVE APRIL 1, 2001**

<b>Pay Range</b>	<b>Min Pts</b>	<b>Max Pts</b>	<b>ANNUAL HOURS 2,080</b>						
			<b>Casual</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
1	92	101	\$29,661	\$35,069	\$35,963	\$36,878	\$37,814	\$38,771	\$39,749
2	102	112	\$30,826	\$36,234	\$37,149	\$38,085	\$39,042	\$40,040	\$41,059
3	113	124	\$32,115	\$37,523	\$38,480	\$39,458	\$40,456	\$41,475	\$42,536
4	125	137	\$33,342	\$38,750	\$39,728	\$40,726	\$41,766	\$42,827	\$43,909
5	138	151	\$34,653	\$40,061	\$41,080	\$42,120	\$43,181	\$44,283	\$45,406
6	152	166	\$35,901	\$41,309	\$42,349	\$43,430	\$44,533	\$45,656	\$46,821
7	167	183	\$37,211	\$42,619	\$43,701	\$44,803	\$45,947	\$47,112	\$48,318
8	184	201	\$38,605	\$44,013	\$45,136	\$46,280	\$47,466	\$48,672	\$49,920
9	202	221	\$40,019	\$45,427	\$46,592	\$47,778	\$48,984	\$50,232	\$51,501
10	222	243	\$41,454	\$46,862	\$48,048	\$49,275	\$50,523	\$51,813	\$53,123
11	244	267	\$42,931	\$48,339	\$49,566	\$50,835	\$52,125	\$53,456	\$54,808
12	268	293	\$48,942	\$54,350	\$55,744	\$57,158	\$58,614	\$60,112	\$61,651
13	294	322	\$51,064	\$56,472	\$57,907	\$59,384	\$60,902	\$62,462	\$64,064
14	323	354	\$53,373	\$58,781	\$60,278	\$61,818	\$63,398	\$65,021	\$66,685
15	355	389	\$55,702	\$61,110	\$62,670	\$64,272	\$65,915	\$67,600	\$69,326
16	390	427	\$58,198	\$63,606	\$65,229	\$66,893	\$68,598	\$70,346	\$72,134
17	428	469	\$60,757	\$66,165	\$67,850	\$69,576	\$71,344	\$73,154	\$75,026
18	470	515	\$63,398	\$68,806	\$70,554	\$72,342	\$74,194	\$76,086	\$78,021
19	516	565	\$66,082	\$71,490	\$73,320	\$75,192	\$77,106	\$79,082	\$81,099
20	566	620	\$68,910	\$74,318	\$76,211	\$78,146	\$80,142	\$82,181	\$84,282
21	621	680	\$71,864	\$77,272	\$79,248	\$81,266	\$83,346	\$85,467	\$87,651
22	681	746	\$74,901	\$80,309	\$82,368	\$84,469	\$86,632	\$88,837	\$91,104
23	747	818	\$78,083	\$83,491	\$85,613	\$87,797	\$90,043	\$92,352	\$94,702
24	819	897	\$81,349	\$86,757	\$88,962	\$91,229	\$93,558	\$95,950	\$98,405
25	898	983	\$84,760	\$90,168	\$92,477	\$94,848	\$97,261	\$99,736	\$102,274

**APPENDIX B8**

**ANNUAL RATES OF PAY**

**STANDARD 42 WEEKLY HOURS**

**EFFECTIVE APRIL 1, 2001**

<b>Pay Range</b>	<b>Min Pts</b>	<b>Max Pts</b>	<b>ANNUAL HOURS 2,184</b>						
			<b>Casual</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
1	92	101	\$31,144	\$36,822	\$37,761	\$38,722	\$39,705	\$40,710	\$41,736
2	102	112	\$32,367	\$38,045	\$39,006	\$39,989	\$40,994	\$42,042	\$43,112
3	113	124	\$33,721	\$39,399	\$40,404	\$41,430	\$42,479	\$43,549	\$44,663
4	125	137	\$35,010	\$40,688	\$41,714	\$42,763	\$43,855	\$44,969	\$46,104
5	138	151	\$36,385	\$42,064	\$43,134	\$44,226	\$45,340	\$46,497	\$47,677
6	152	166	\$37,696	\$43,374	\$44,466	\$45,602	\$46,759	\$47,939	\$49,162
7	167	183	\$39,072	\$44,750	\$45,886	\$47,043	\$48,245	\$49,468	\$50,734
8	184	201	\$40,535	\$46,213	\$47,393	\$48,594	\$49,839	\$51,106	\$52,416
9	202	221	\$42,020	\$47,699	\$48,922	\$50,166	\$51,433	\$52,744	\$54,076
10	222	243	\$43,527	\$49,206	\$50,450	\$51,739	\$53,049	\$54,403	\$55,779
11	244	267	\$45,078	\$50,756	\$52,045	\$53,377	\$54,731	\$56,129	\$57,548
12	268	293	\$51,390	\$57,068	\$58,531	\$60,016	\$61,545	\$63,118	\$64,734
13	294	322	\$53,617	\$59,296	\$60,803	\$62,353	\$63,948	\$65,586	\$67,267
14	323	354	\$56,041	\$61,720	\$63,292	\$64,908	\$66,568	\$68,272	\$70,019
15	355	389	\$58,488	\$64,166	\$65,804	\$67,486	\$69,211	\$70,980	\$72,793
16	390	427	\$61,108	\$66,787	\$68,490	\$70,237	\$72,028	\$73,863	\$75,741
17	428	469	\$63,795	\$69,473	\$71,242	\$73,055	\$74,911	\$76,811	\$78,777
18	470	515	\$66,568	\$72,247	\$74,081	\$75,960	\$77,903	\$79,891	\$81,922
19	516	565	\$69,386	\$75,064	\$76,986	\$78,952	\$80,961	\$83,036	\$85,154
20	566	620	\$72,356	\$78,034	\$80,022	\$82,053	\$84,150	\$86,290	\$88,496
21	621	680	\$75,457	\$81,136	\$83,210	\$85,329	\$87,513	\$89,741	\$92,034
22	681	746	\$78,646	\$84,324	\$86,486	\$88,692	\$90,964	\$93,279	\$95,659
23	747	818	\$81,987	\$87,666	\$89,893	\$92,187	\$94,545	\$96,970	\$99,438
24	819	897	\$85,416	\$91,095	\$93,410	\$95,790	\$98,236	\$100,748	\$103,325
25	898	983	\$88,998	\$94,676	\$97,101	\$99,590	\$102,124	\$104,723	\$107,387

**APPENDIX B9**

**HOURLY RATES OF PAY**

**EFFECTIVE APRIL 1, 2002**

<b>Pay Range</b>	<b>Min Pts</b>	<b>Max Pts</b>	<b>HOURLY RATES</b>						
			<b>Casual</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
1	92	101	\$14.73	\$17.33	\$17.77	\$18.22	\$18.68	\$19.15	\$19.64
2	102	112	\$15.30	\$17.90	\$18.35	\$18.82	\$19.30	\$19.79	\$20.29
3	113	124	\$15.94	\$18.54	\$19.01	\$19.49	\$19.98	\$20.49	\$21.01
4	125	137	\$16.53	\$19.13	\$19.62	\$20.12	\$20.63	\$21.15	\$21.69
5	138	151	\$17.18	\$19.78	\$20.28	\$20.80	\$21.33	\$21.87	\$22.43
6	152	166	\$17.80	\$20.40	\$20.92	\$21.45	\$22.00	\$22.56	\$23.13
7	167	183	\$18.46	\$21.06	\$21.59	\$22.14	\$22.70	\$23.28	\$23.87
8	184	201	\$19.15	\$21.75	\$22.30	\$22.87	\$23.45	\$24.05	\$24.66
9	202	221	\$19.84	\$22.44	\$23.01	\$23.59	\$24.19	\$24.81	\$25.44
10	222	243	\$20.55	\$23.15	\$23.74	\$24.34	\$24.96	\$25.59	\$26.24
11	244	267	\$21.27	\$23.87	\$24.48	\$25.10	\$25.74	\$26.40	\$27.07
12	268	293	\$24.25	\$26.85	\$27.53	\$28.23	\$28.95	\$29.69	\$30.45
13	294	322	\$25.29	\$27.89	\$28.60	\$29.33	\$30.08	\$30.85	\$31.64
14	323	354	\$26.44	\$29.04	\$29.78	\$30.54	\$31.32	\$32.12	\$32.94
15	355	389	\$27.60	\$30.20	\$30.97	\$31.76	\$32.57	\$33.40	\$34.25
16	390	427	\$28.83	\$31.43	\$32.23	\$33.05	\$33.89	\$34.75	\$35.64
17	428	469	\$30.08	\$32.68	\$33.51	\$34.36	\$35.24	\$36.14	\$37.06
18	470	515	\$31.38	\$33.98	\$34.85	\$35.74	\$36.65	\$37.58	\$38.54
19	516	565	\$32.73	\$35.33	\$36.23	\$37.15	\$38.10	\$39.07	\$40.07
20	566	620	\$34.11	\$36.71	\$37.65	\$38.61	\$39.59	\$40.60	\$41.64
21	621	680	\$35.58	\$38.18	\$39.15	\$40.15	\$41.17	\$42.22	\$43.30
22	681	746	\$37.08	\$39.68	\$40.69	\$41.73	\$42.80	\$43.89	\$45.01
23	747	818	\$38.64	\$41.24	\$42.29	\$43.37	\$44.48	\$45.62	\$46.78
24	819	897	\$40.26	\$42.86	\$43.95	\$45.07	\$46.22	\$47.40	\$48.61
25	898	983	\$41.92	\$44.52	\$45.66	\$46.83	\$48.03	\$49.26	\$50.52

**APPENDIX B10**

**ANNUAL RATES OF PAY**

**STANDARD 37.5 WEEKLY HOURS**

**EFFECTIVE APRIL 1, 2002**

<b>Grade</b>	<b>Min Pts</b>	<b>Max Pts</b>	<b>ANNUAL HOURS 1,950</b>						
			<b>Casual</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
1	92	101	\$28,724	\$33,794	\$34,652	\$35,529	\$36,426	\$37,343	\$38,298
2	102	112	\$29,835	\$34,905	\$35,783	\$36,699	\$37,635	\$38,591	\$39,566
3	113	124	\$31,083	\$36,153	\$37,070	\$38,006	\$38,961	\$39,956	\$40,970
4	125	137	\$32,234	\$37,304	\$38,259	\$39,234	\$40,229	\$41,243	\$42,296
5	138	151	\$33,501	\$38,571	\$39,546	\$40,560	\$41,594	\$42,647	\$43,739
6	152	166	\$34,710	\$39,780	\$40,794	\$41,828	\$42,900	\$43,992	\$45,104
7	167	183	\$35,997	\$41,067	\$42,101	\$43,173	\$44,265	\$45,396	\$46,547
8	184	201	\$37,343	\$42,413	\$43,485	\$44,597	\$45,728	\$46,898	\$48,087
9	202	221	\$38,688	\$43,758	\$44,870	\$46,001	\$47,171	\$48,380	\$49,608
10	222	243	\$40,073	\$45,143	\$46,293	\$47,463	\$48,672	\$49,901	\$51,168
11	244	267	\$41,477	\$46,547	\$47,736	\$48,945	\$50,193	\$51,480	\$52,787
12	268	293	\$47,288	\$52,358	\$53,684	\$55,049	\$56,453	\$57,896	\$59,378
13	294	322	\$49,316	\$54,386	\$55,770	\$57,194	\$58,656	\$60,158	\$61,698
14	323	354	\$51,558	\$56,628	\$58,071	\$59,553	\$61,074	\$62,634	\$64,233
15	355	389	\$53,820	\$58,890	\$60,392	\$61,932	\$63,512	\$65,130	\$66,788
16	390	427	\$56,219	\$61,289	\$62,849	\$64,448	\$66,086	\$67,763	\$69,498
17	428	469	\$58,656	\$63,726	\$65,345	\$67,002	\$68,718	\$70,473	\$72,267
18	470	515	\$61,191	\$66,261	\$67,958	\$69,693	\$71,468	\$73,281	\$75,153
19	516	565	\$63,824	\$68,894	\$70,649	\$72,443	\$74,295	\$76,187	\$78,137
20	566	620	\$66,515	\$71,585	\$73,418	\$75,290	\$77,201	\$79,170	\$81,198
21	621	680	\$69,381	\$74,451	\$76,343	\$78,293	\$80,282	\$82,329	\$84,435
22	681	746	\$72,306	\$77,376	\$79,346	\$81,374	\$83,460	\$85,586	\$87,770
23	747	818	\$75,348	\$80,418	\$82,466	\$84,572	\$86,736	\$88,959	\$91,221
24	819	897	\$78,507	\$83,577	\$85,703	\$87,887	\$90,129	\$92,430	\$94,790
25	898	983	\$81,744	\$86,814	\$89,037	\$91,319	\$93,659	\$96,057	\$98,514

**APPENDIX B11**

**ANNUAL RATES OF PAY**

**STANDARD 40 WEEKLY HOURS**

**EFFECTIVE APRIL 1, 2002**

<b>Pay Range</b>	<b>Min Pts</b>	<b>Max Pts</b>	<b>ANNUAL HOURS 2,080</b>						
			<b>Casual</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
1	92	101	\$30,638	\$36,046	\$36,962	\$37,898	\$38,854	\$39,832	\$40,851
2	102	112	\$31,824	\$37,232	\$38,168	\$39,146	\$40,144	\$41,163	\$42,203
3	113	124	\$33,155	\$38,563	\$39,541	\$40,539	\$41,558	\$42,619	\$43,701
4	125	137	\$34,382	\$39,790	\$40,810	\$41,850	\$42,910	\$43,992	\$45,115
5	138	151	\$35,734	\$41,142	\$42,182	\$43,264	\$44,366	\$45,490	\$46,654
6	152	166	\$37,024	\$42,432	\$43,514	\$44,616	\$45,760	\$46,925	\$48,110
7	167	183	\$38,397	\$43,805	\$44,907	\$46,051	\$47,216	\$48,422	\$49,650
8	184	201	\$39,832	\$45,240	\$46,384	\$47,570	\$48,776	\$50,024	\$51,293
9	202	221	\$41,267	\$46,675	\$47,861	\$49,067	\$50,315	\$51,605	\$52,915
10	222	243	\$42,744	\$48,152	\$49,379	\$50,627	\$51,917	\$53,227	\$54,579
11	244	267	\$44,242	\$49,650	\$50,918	\$52,208	\$53,539	\$54,912	\$56,306
12	268	293	\$50,440	\$55,848	\$57,262	\$58,718	\$60,216	\$61,755	\$63,336
13	294	322	\$52,603	\$58,011	\$59,488	\$61,006	\$62,566	\$64,168	\$65,811
14	323	354	\$54,995	\$60,403	\$61,942	\$63,523	\$65,146	\$66,810	\$68,515
15	355	389	\$57,408	\$62,816	\$64,418	\$66,061	\$67,746	\$69,472	\$71,240
16	390	427	\$59,966	\$65,374	\$67,038	\$68,744	\$70,491	\$72,280	\$74,131
17	428	469	\$62,566	\$67,974	\$69,701	\$71,469	\$73,299	\$75,171	\$77,085
18	470	515	\$65,270	\$70,678	\$72,488	\$74,339	\$76,232	\$78,166	\$80,163
19	516	565	\$68,078	\$73,486	\$75,358	\$77,272	\$79,248	\$81,266	\$83,346
20	566	620	\$70,949	\$76,357	\$78,312	\$80,309	\$82,347	\$84,448	\$86,611
21	621	680	\$74,006	\$79,414	\$81,432	\$83,512	\$85,634	\$87,818	\$90,064
22	681	746	\$77,126	\$82,534	\$84,635	\$86,798	\$89,024	\$91,291	\$93,621
23	747	818	\$80,371	\$85,779	\$87,963	\$90,210	\$92,518	\$94,890	\$97,302
24	819	897	\$83,741	\$89,149	\$91,416	\$93,746	\$96,138	\$98,592	\$101,109
25	898	983	\$87,194	\$92,602	\$94,973	\$97,406	\$99,902	\$102,461	\$105,082

**APPENDIX B12**

**ANNUAL RATES OF PAY**

**STANDARD 42 WEEKLY HOURS**

**EFFECTIVE APRIL 1, 2002**

<b>Pay Range</b>	<b>Min Pts</b>	<b>Max Pts</b>	<b>ANNUAL HOURS 2,184</b>						
			<b>Casual</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
1	92	101	\$32,170	\$37,849	\$38,810	\$39,792	\$40,797	\$41,824	\$42,894
2	102	112	\$33,415	\$39,094	\$40,076	\$41,103	\$42,151	\$43,221	\$44,313
3	113	124	\$34,813	\$40,491	\$41,518	\$42,566	\$43,636	\$44,750	\$45,886
4	125	137	\$36,102	\$41,780	\$42,850	\$43,942	\$45,056	\$46,192	\$47,371
5	138	151	\$37,521	\$43,200	\$44,292	\$45,427	\$46,585	\$47,764	\$48,987
6	152	166	\$38,875	\$44,554	\$45,689	\$46,847	\$48,048	\$49,271	\$50,516
7	167	183	\$40,317	\$45,995	\$47,153	\$48,354	\$49,577	\$50,844	\$52,132
8	184	201	\$41,824	\$47,502	\$48,703	\$49,948	\$51,215	\$52,525	\$53,857
9	202	221	\$43,331	\$49,009	\$50,254	\$51,521	\$52,831	\$54,185	\$55,561
10	222	243	\$44,881	\$50,560	\$51,848	\$53,159	\$54,513	\$55,889	\$57,308
11	244	267	\$46,454	\$52,132	\$53,464	\$54,818	\$56,216	\$57,658	\$59,121
12	268	293	\$52,962	\$58,640	\$60,126	\$61,654	\$63,227	\$64,843	\$66,503
13	294	322	\$55,233	\$60,912	\$62,462	\$64,057	\$65,695	\$67,376	\$69,102
14	323	354	\$57,745	\$63,423	\$65,040	\$66,699	\$68,403	\$70,150	\$71,941
15	355	389	\$60,278	\$65,957	\$67,638	\$69,364	\$71,133	\$72,946	\$74,802
16	390	427	\$62,965	\$68,643	\$70,390	\$72,181	\$74,016	\$75,894	\$77,838
17	428	469	\$65,695	\$71,373	\$73,186	\$75,042	\$76,964	\$78,930	\$80,939
18	470	515	\$68,534	\$74,212	\$76,112	\$78,056	\$80,044	\$82,075	\$84,171
19	516	565	\$71,482	\$77,161	\$79,126	\$81,136	\$83,210	\$85,329	\$87,513
20	566	620	\$74,496	\$80,175	\$82,228	\$84,324	\$86,465	\$88,670	\$90,942
21	621	680	\$77,707	\$83,385	\$85,504	\$87,688	\$89,915	\$92,208	\$94,567
22	681	746	\$80,983	\$86,661	\$88,867	\$91,138	\$93,475	\$95,856	\$98,302
23	747	818	\$84,390	\$90,068	\$92,361	\$94,720	\$97,144	\$99,634	\$102,168
24	819	897	\$87,928	\$93,606	\$95,987	\$98,433	\$100,944	\$103,522	\$106,164
25	898	983	\$91,553	\$97,232	\$99,721	\$102,277	\$104,898	\$107,584	\$110,336