

SOURCE	Union		
EFF.	95	04	01
TERM.	97	03	31
COLLECTIVE AGREEMENT BETWEEN	No. OF EMPLOYEES		16
	NOMBRE D'EMPLOYÉS		JF

THE HAMLET OF CLYDE RIVER

AND

THE UNION OF NORTHERN WORKERS

EFFECTIVE: April 1, 1995  
EXPIRES: March 31, 1997

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

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

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

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

In Solidarity,

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



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**ARTICLE 1**

**PURPOSE OF AGREEMENT**

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

## ARTICLE 2

### INTERPRETATION AND DEFINITIONS

2.01 For the purpose of this Agreement:

- (a) "Agreement" and "Collective Agreement" means this Collective Agreement.
- (b) "Alliance" means the Public Service Alliance of Canada.
- (c) "Allowance" means compensation payable to an employee in addition to his regular remuneration payable for the performance of the duties of his position.
- (d) "Hamlet" means the Hamlet of Clyde River.
- (e) "Bargaining Unit" means all employees of the Hamlet excluding the Assistant Senior Administrative Officer, Foreman and the Senior Administrative Officer.

- (f) "Casual Employee" means a person employed by the Hamlet for a period not exceeding four (4) months of continuous employment, in an existing or new classification. Casual Employees will not be entitled to benefits.
- (g) A "common-law spouse" relationship is said to exist when for a continuous period of at least one (1) year, an employee has lived with a person, publicly represented that person to be their spouse.
- (h) "Continuous Employment and Continuous Service" means uninterrupted service with the Hamlet and:
  - (i) with reference to re-appointment of a lay-off or a temporary lay-off his employment in the position held by him at the time he was laid off, and his employment in the position to which he is appointed shall constitute continuous employment.

- (ii) where an employee ceases to be employed due to health reasons or injury and is re-employed within a period of two (2) years, his period of employment for purposes of pension, sick leave, special leave, vacation leave, and vacation travel benefits shall be considered as continuous employment.
- (i) "Day of Rest" in relation to an employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of his position other than by reason of his being on leave of absence.
- (j) "Demotion" means the appointment of an employee for reasons of incompetence or incapacity, to a new position for which the maximum pay is less than that of his former position.



- (k) "Dependent" means a person residing with an employee who is: the employee's spouse (including common-law); child, step-child, adopted child (who is under nineteen years of age and dependent upon the employee for support or being nineteen years or more and dependent upon the employee by reason of mental or physical infirmity); or any other relative of the employee's household who is wholly dependent upon the employee for support by reason of mental or physical infirmity.
- (l) "Employee" means a member of the bargaining unit.
- (m) "Employer" means the Hamlet Council of Clyde River, as represented by the Senior Administrative Officer of the Municipal Corporation.
- (n) "Fiscal Year" means the period of time from April 1 in one year to March 31 in the following year.

- (o) "Grievance" means a complaint in writing that an employee, group of employees, or the Union submits on behalf of an employee, group of employees to management, to be processed through the grievance procedure.
- (p) "Hamlet" means the Hamlet of Clyde River.
- (q) "Holiday" means the twenty-four **(24)** hour period commencing at 12 midnight at the beginning of a day designated as a paid holiday in this Agreement.
- (r) "Lay-off" means an employee whose employment has been terminated because of lack of work or lack of funding.
- (s) "Leave of Absence" means absence from duty with the Employer's permission.
- (t) "Lieu time" means the equivalent leave with pay taken in lieu of cash payment.

- (u) "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 other levy.
- (v) "Overtime" means work performed by an employee before or after or in excess or outside of his usually scheduled hours of work.
- (w) "Permanent Part-time Employee" means a person employed by the Hamlet, whose scheduled hours of work are less than the normal hours of work scheduled in a week for full time employees.
- (x) "Probation" means a period of six (6) months on initial appointment or a period of four (4) months after an employee has been transferred or promoted from within. If an employee does not successfully complete his probationary period on transfer or promotion, the Employer shall appoint him to his former position.

- (y) "Project/Summer Casual Employee" means a person employed by the Hamlet for a period not exceeding four (4) months of continuous employment, not in an existing or new classification, funded through a short term contract with an outside agency. Project/Summer Casual Employees will not be entitled to benefits and will receive wages as stipulated in the funding contract.
  - (z) "Promotion" means the appointment of an employee to a new position, the rate of pay which exceeds that of his former position.
- (aa) "Rates of Pay"
- (i) "bi-weekly rate of pay" means an employee's annual salary divided by 26.088.
  - (ii) "weekly rate of pay" means an employee's annual salary divided by 52.176.
  - (iii) "daily rate of pay" means an employee's weekly rate divided by five (5).

- (iv) "hourly rate of pay" means an employee's daily rate of pay divided by his usual daily hours of work.
- (bb) "Representative" means an employee who has been elected or appointed as a steward or who represents the Union at meetings with management and who is authorized to represent the Union.
- (cc) "Seniority" is defined as length of service with the Employer and shall be applied on a bargaining unit wide basis. Seniority shall be a prime factor applied in determining preference for promotions, transfers, lay-off and recall.
- (dd) "Transfer" means the appointment of an employee to a new position, that does not constitute a promotion or demotion.
- (ee) "Week" for the purposes of this Agreement shall be deemed to commence on Monday and terminate at midnight on Sunday.

(ff) "Union" means the Public Service Alliance of Canada as represented by its agent the Union of Northern Workers.

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

(a) if defined in the Labour Standards Act or in the Regulations made thereunder, have the same meaning as given to them in that Act; and

(b) if defined in the Interpretation Act, but not defined in the Act mentioned in paragraph (a), 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 female gender unless any provision of this Agreement otherwise specifies.

- 2.04 "May" shall be regarded as permissive and "Shall" and "Will" as imperative.

### **ARTICLE 3**

#### **RECOGNITION**

- 3.01 The Hamlet recognizes the Union as the exclusive bargaining agent for all employees as described in Article 2.01(k) of this Agreement subject to the Canada Labour Code.

## ARTICLE 4

### HUMAN RIGHTS

#### DISCRIMINATION

- 4.01 The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee by reason of age, sex, race, creed, colour, national or ethnic origin, marital status, family status, disability, conviction for which a pardon has been granted, political or religious affiliation, nor by reason of union membership or activity. Notwithstanding the above the Employer may implement Affirmative Action plans based on native employment as recognized in the Canadian Constitution.



- 4.02 The Employer shall make every reasonable effort to find alternate employment within its employ for an employee who becomes unable to carry out his normal work functions as a result of a physical or mental disability arising as a result of his employment with the Employer.

#### SEXUAL HARASSMENT

- 4.03 The Hamlet of Clyde River is committed to promoting a work environment which is free from sexual harassment. Every employee has the right to freedom from harassment in the workplace because of sex by his/her Employer, or agent of the Employer or by another employee.

#### EQUAL PAY FOR WORK OF EQUAL VALUE

- 4.04 The Employer agrees to recognize the principals of Equal pay for work of equal value regardless of the sex of the employee.

ARTICLE 5

APPLICATION

- 5.01 The provisions of this Agreement apply to the Union, the employees and the Hamlet of Clyde River.

PART EMPLOYEES

- 5.02 Part-time employees shall be entitled to all eligible benefits except Vacation Travel Assistance provided under this Agreement in the same proportion as their weekly hours of work compared to the standard work week.

AGREEMENT COSTS

- 5.03 The Employer and the Union will share equally all the costs associated with the printing, and distribution of the Collective Agreement. The Union will facilitate said printing and distribution.

## ABANDONMENT OF POSITION

- 5.04 An employee who is absent without leave for a period of five (5) days shall be declared to have abandoned his position. The Labour/Management Committee may reinstate an employee.

## ARTICLE 6

### CONFLICT OF PROVISIONS

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

**ARTICLE 7**

**MANAGERIAL RESPONSIBILITIES**

- 7.01 Except to the extent provided in this Agreement, this Agreement in no way restricts the Hamlet in the management of the Hamlet and the direction of its working force. Management shall exercise its rights in a manner which is fair, reasonable, and consistent with the terms of this Agreement.

**ARTICLE 8**

**STRIKES AND LOCKOUTS**

- 8.01 During the life of this Agreement, there shall be no interruption or impeding of work, work stoppage, strike, sit down, or any other interference with production by any employee or Employer, nor shall there be any lockouts by the Employer.

**ARTICLE 9**

**EMPLOYER DIRECTIVES**

- 9.01 The Hamlet shall provide the Union with a copy of all personnel directives. Where the Hamlet proposes to issue a personnel directive which is intended to clarify the interpretation or application of the Agreement, the Hamlet shall request and consider the advice of the Union prior to issuing such directives.

**ARTICLE 10**

**RESTRICTION ( OUTSIDE \_\_\_\_\_ )MENT**

- 10.01 Subject to Clause 10.02, an employee can carry on any business or employment outside his regularly scheduled hours of duty without interference from the Hamlet.

10.02 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 outside interests; and
- (b) certain knowledge and information available only to Hamlet of Clyde River personnel place the individual in a position where he can exploit the knowledge or information for personal gain.

#### **ARTICLE 11**

#### **APPOINTMENT OF REPRESENTATIVES**

11.01 The Employer acknowledges the right of the Union to appoint employees as representatives. The Union will provide the Employer with the name of its representatives and alternates within a reasonable period.

**ARTICLE 12**

**TIME-OFF FOR UNION BUSINESS**

**ARBITRATION HEARINGS**

- 12.01 The Employer will grant leave with pay to one (1) employee representing the Union before an Arbitration.

**Employee called as a Witness**

- 12.02 The Employer will grant leave with pay to an employee called as a witness before an Arbitrator and where operational requirements permit, leave with pay to an employee called as a witness by the Union.

**ARBITRATION HEARING (Grievance)**

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

Employee who acts as a Representative

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

Employee called as a Witness

- 12.05 The Employer will grant leave with pay to a witness called by an employee who is a party to the grievance.
- 12.06 Where an employee and his representative are involved in the process of his grievance, he or they shall be granted reasonable time off.

CONTRACT NEGOTIATIONS MEETINGS

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



MEETINGS BETWEEN EMPLOYEE  
ORGANIZATIONS AND MANAGEMENT

- 12.08 The Employer will grant *time-off* with pay for up to two (2) employees who are meeting with management on behalf of the Union.

UNION, FULL EXECUTIVE MEETINGS, CONGRESS  
AND CONVENTIONS

- 12.09 The Employer will grant, operational requirements permitting, reasonable leave without pay or benefits to a reasonable number of employees to attend executive council meetings and conventions of the Alliance, the Component (UNW), the Canadian Labour Congress (CLC) and the N.W.T. Federation of Labour (NWT Fed.).

### REPRESENTATIVE TRAINING COURSE

- 12.10 The Employer will grant, operational requirements permitting, reasonable leave without pay or benefits to employees who exercise the authority of a Representative on behalf of the Union to undertake training related to the duties of a Representative.

### TIME-OFF FOR REPRESENTATIVES

- 12.11 A Representative shall obtain the permission of his immediate supervisor before leaving his work to investigate a grievance, to meet with management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld.
- 12.12 The Representative shall make every reasonable effort to report back to his supervisor before resuming his normal duties.

LEAVE FOR ELECTED UNION OFFICERS

- 12.13 An employee elected as President, 1st Vice-President, 2nd Vice-president, or Baffin Regional Vice President of the UNW shall be granted leave of absence without pay or benefits for the term of office.

**ARTICLE 13**

**CHECK OFF**

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

- 13.03 For the purpose of applying Clause 13.01, deductions from pay for each employee will occur on a bi-weekly basis 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.
- 13.04 From the date of signing and for the duration of this Agreement no employee organization, other than the Alliance shall be permitted to have membership fees deducted by the Employer from the pay of the employees in the Bargaining Unit.
- 13.05 The amounts deducted in accordance with Clause 13.01 shall be remitted to the Comptroller of the Alliance by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on his behalf.

- 13.06 The Alliance agrees to indemnify and save the Employer harmless against any claim *or* liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer.
- 13.07 The Employer agrees to identify annually on each employee's T-4 slip the total amount of Union dues deducted for the preceding year.

#### **ARTICLE 14**

##### **UNION ACCESS TO EMPLOYER PREMISES**

- 14.01 Upon reasonable notice and at reasonable times the Employer shall permit access to its work premises of an accredited representative of the Union.

**ARTICLE 15**

**INFORMATION**

- 15.01 The Employer agrees to provide the Union within thirty (30) days of change occurring in the Bargaining Unit, with the name, address, job title, rate of pay and social insurance number of all employees in the Bargaining Unit. The Employer shall indicate which employees have been recruited or transferred and those employee who have been struck off strength during the period reported.
- 15.02 The Employer shall provide each employee with a copy of the Collective Agreement.

PROVISION OF BULLETIN BOARD SPACE AND  
OTHER FACILITIES

- 15.03 The Employer shall provide bulletin board space in each location clearly identified for exclusive Union use for the posting of notices pertaining to elections, appointments, meeting dates, news items and social and recreational affairs.
- 15.04 The Employer shall make available to the Union specific locations on the premises for the placement of bulk quantities of literature of the Union.
- 15.05 Upon reasonable notice and when the space is available the Employer shall 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.

**ARTICLE 16**

**DESIGNATED PAID HOLIDAYS**

- 16.01 The following days are designated paid holidays for employees covered by this Collective Agreement:
- (a) New Year's Day
  - (b) Good Friday
  - (c) Easter Monday
  - (d) The Queen's birthday
  - (e) Canada Day
  - (f) The first Monday in August, or another day fixed by order of the Commissioner of the N.W.T.
  - (g) Labour Day
  - (h) Thanksgiving Day



- (i) Remembrance Day
- (j) Christmas Day
- (k) Boxing Day
- (l) One additional day when proclaimed by an Act of Parliament as a National Holiday.
- (m) Up to one or more additional days when proclaimed by the Mayor of Clyde River.

16.02 Clause 16.01 does not apply to an employee who is absent without leave on either the working day immediately preceding or the working day following the Designated Paid Holiday.

HOLIDAY FALLING ON A DAY OF REST

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

- 16.04 When a day designated as a holiday for an employee is moved to another day under the provisions of Clause 16.03 work performed by an employee on the day:
- (a) from which the holiday was moved shall be considered as work performed on a day of rest
  - (b) to which the holiday was moved, shall be considered as work performed on a holiday.
- 16.05 When the Hamlet requires an employee to work on a designated paid holiday as part of his regularly scheduled hours of work or as overtime when he is not scheduled to work, he shall be paid in addition to the pay that the employee would have been granted had he not worked on the holiday, time and one half for all hours worked.
- 16.06 Where a designated paid holiday for an employee falls within a period of leave with pay, the holiday shall not count as a day of leave.

- 16.07 At the request of the employee, an employee shall not be required to work both Christmas and New Year's Day except in emergencies.

## **ARTICLE 17**

### **LEAVE - GENERAL**

- 17.01 When the employment of an employee who has been granted more vacation, sick leave or special leave with pay than he has earned is terminated the employee shall be considered to have earned that amount of leave with pay granted to him provided that an employee's employment is terminated by his death or by lay-off instituted at any time after he has completed one (1) year of continuous employment.
- 17.02 During the month of April in each year the Employer shall inform each employee in the Bargaining Unit in writing of the balance of his special, sick, and vacation leave credits as of the 31st day of March.

**ARTICLE 18**

**VACATION LEAVE**

**ACCUMULATION OF VACATION LEAVE**

18.01 For each month of a fiscal year in which an employee receives ten (10) days pay, the employee shall earn Vacation Leave at the following rates:

- (a) one and one-quarter ( $1\frac{1}{4}$ ) days each month until the month in which the anniversary of the second (2nd) year of continuous service is completed.
- (b) one and two-thirds ( $1\frac{2}{3}$ ) days each month commencing in the month after completion of two (2) years of continuous service and ending in the month that ten (10) years of continuous service is completed.

(c) two and one-twelfth (2-1/12) days each month commencing in the month after completion of ten (10) years of continuous employment and ending in the month that twenty (20) years of continuous service is completed.

(d) two and one-half (2½) days each month commencing in the month after completion of twenty (20) years of continuous service.

18.02 The accumulated service for part time employees shall be counted for the improved vacation entitlements on a prorated basis. Part-time employees shall receive leave with pay prorated to reflect their average weekly hours of work.

Casual and Project/Summer Casual Employees shall not accumulate vacation leave. They shall receive vacation pay in accordance with the Labour Standards Act.

### GRANTED ON VACATION LEAVE

- 18.03 The Employer shall grant vacation leave at times convenient to both the Employer and the employee.
- 18.04 An employee shall continue to receive settlement allowance while on vacation leave.
- 18.05 The Employer shall make every reasonable effort to reply to the request for vacation leave submitted by the employee within five (5) days after the request has been received in writing. Where the Employer has proposed to deny the vacation leave requested by the employee, the Employer shall provide the employee with the reasons, in writing, for such denial of vacation leave.
- 18.06 Where in respect of any period of vacation leave, an employee is granted:
- (a) special leave with pay, when there is a death in their immediate family as defined in Article 19;
- or

(b) is granted special leave with pay because of illness in the immediate family as defined in Article 19; or

(c) is granted sick leave on production of a medical certificate;

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

#### CARRY-OVER PROVISIONS

18.07 Employees are permitted to carry over any number of vacation leave credits earned from one fiscal year to the next.

### LEAVE WHEN EMPLOYMENT TERMINATES

- 18.08 Where an employee dies or otherwise terminates his employment, the employee or his estate shall, in lieu of earned but unused vacation leave, be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave by the daily rate of pay applicable to the employee immediately prior to the termination of his employment.
- 18.09 The Employer shall grant the employee any vacation leave earned but not used by him before the employment is terminated by lay-off if the employee so requests.

### VACATION TRAVEL ASSISTANCE

- 18.10 An employee shall not receive vacation travel assistance under this Article during his first six (6) months of employment with the Clyde River Hamlet.



- 18.11 Vacation travel assistance shall apply to an employee's dependants.  
Where an employee's dependents receive vacation travel assistance from another source, they shall not be eligible to receive vacation travel assistance. Where both spouses are employees of the Hamlet, only one spouse may claim vacation travel assistance for the dependents.
- 18.12 Employees and their dependents eligible for vacation travel assistance shall receive the cash equivalent for a fourteen (14) day excursion airfare between Clyde River and Iqaluit at the airfare rate appropriate for each dependent.
- 18.13 Only permanent part-time employees who are working in a program funded position appropriately funded for vacation travel assistance shall be paid Vacation Travel Assistance as funded or on a pro-rated basis according to the number of hours they work, which ever is greater. The Garbage Truck Driver position shall be considered full time for the purposes of this article.

Where a contract funded position is specifically funded for a greater benefit than the above, the specific funding will be passed on to the applicable employee.

The Employer will endeavour to negotiate at least the above level of benefit with funding agencies.

#### TRAVEL TIME

- 18.14 Each employee upon taking vacation leave shall be entitled to one (1) day leave for travel purposes each year.

#### WINTER BONUS DAYS

- 18.15 Any employee taking annual leave between October 1st and March 31st of any year shall receive one (1) extra day of leave, with pay for every five (5) days of leave taken.

**ARTICLE 19**

**SPECIAL LEAVE**

**CREDITS**

- 19.01 After one (1) year's continuous service an employee who gives advance notice to the Senior Administrative Officer may be granted special leave with pay up to five (5) working days per year, when;
- (a) there is a death in the employee's immediate family,
  - (b) an employee's spouse gives birth,
  - (c) an employee gets married.
  
  - (d) a spouse, dependant child or relative permanently residing in the employee's household or with whom the employee permanently resides becomes ill, provided that a medical certificate is provided.

- (e) an employee assists in civil defense or reserve forces training including involvement with cadets or Arctic Rangers.

19.02 For the purposes of this Article, immediate family is defined as an employee's father, mother, brother, sister, spouse, common-law spouse, child, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law and any relative permanently residing in the employee's household or with whom the employee permanently resides.

**ARTICLE 20**

**SICK LEAVE**

**CREDITS**

- 20.01 An employee shall earn sick leave credits at the rate of one and one-quarter (1¼) days for each calendar month for which the employee receives pay for at least ten (10) days.
- 20.02 Unless otherwise informed by the Employer an employee must sign a statement describing the nature of his illness or injury and stating that because of this illness or injury he was unable to perform his duties if:
- (a) the period of leave requested does not exceed three (3) working days, and
  - (b) in the current fiscal year, the employee has not been granted sick leave on more than nine (9) occasions wholly on the basis of statements signed by him.

- 20.03 An employee is required to produce a certificate from a qualified medical practitioner, certifying that the employee is unable to carry out his duties due to illness for;
- (a) sick leave in excess of three (3) working days;
  - (b) any additional sick leave in a fiscal year when in the same fiscal year the employee has been granted sick leave on nine (9) occasions wholly on the basis of the statements signed by him.
- 20.04 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 shall earn sick leave credits for each month in which he worked at least 10 days and shall retain any unused sick leave existing at the time of lay-off or commencement of leave without pay.

- 20.04 In circumstances where sick leave would be authorized but the employee has insufficient or no sick leave credits, at the discretion of the Employer, the employee may be granted sick leave in advance to a limit of five (5) 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.

TRANSPORTATION TO A MEDICAL CENTRE  
TRAVEL TIME

- 20.05 Every employee who is proceeding to a medical centre or to receive emergency dental treatment shall be granted leave of absence with pay which is to be charged against his sick leave credits for the lesser of three (3) days or the actual time taken to travel from his post to a medical centre and return.

TRANSFER OF SICK LEAVE CREDITS TO  
VACATION LEAVE

- 20.07 If an employee does not use any sick leave credits in a year then one (1) sick leave credit may be transferred to annual leave at the discretion of the employee.

ARTICLE 21

INJURY ON DUTY LEAVE

- 21.01 An employee shall be granted injury-on-duty leave with pay to a maximum of sick leave credits he has accumulated, while awaiting a decision from Worker's Compensation Board as to the compensability of the injury. The employee will have his sick leave reinstated provided that the Hamlet is reimbursed by the employee or the Workers Compensation Board.



**ARTICLE 22**

**PARENTAL LEAVE**

**MATERNITY LEAVE**

- 22.01 The Employer shall comply with Part V, Sections 30-39 Pregnancy and Parental Leave sections of the ~~Northwest Territories Labour Standards Act~~, which shall constitute a minimum acceptable practice. For the readers convenience the sections mentioned above are reprinted below.
30. For the purposes of this Part, a medical certificate must be signed by a qualified medical practitioner or, in a community i the Territories in which no qualified medical practitioner is resident, by a nurse in that community who holds a certificate of registration issued under the Nursing Profession Act.
31. (1) An employee is entitled to pregnancy leave, without pay, in accordance with subsection (2), where the employee

- (a) has been employed by an Employer for the prescribed length of time:
  - (b) submits to the Employer a written request for pregnancy leave at least four weeks before the day on which the employee intends to commence the leave: and
  - (c) if so requested by the Employer, provides the Employer with a medical certificate stating that the employee is pregnant and stating the estimated date of delivery.
- (2) Subject to this Part, an employee referred to in subsection (1) is entitled to pregnancy leave of 17 consecutive weeks commencing at any time during the 17 week period immediately preceding the estimated date of delivery.

- (3) If the actual date of delivery is after the estimated date of delivery, an employee is entitled, at the request of the employee, to extend the pregnancy leave for a further period, without pay, not exceeding the period between the estimated date of delivery and the actual date of delivery and, in any event, not exceeding six consecutive weeks.
  - (4) An employee who has requested pregnancy leave may, with the consent of her Employer, resume employment before the expiration of that period.
- 32.(1) An employee who does not request pregnancy leave in accordance with paragraph 31(1)(b) but who has been employed by an Employer for the prescribed length of time is entitled to pregnancy leave under section 31 where
- (a) due to medical condition arising from the employee's pregnancy, the employee is unable to give the required notice; and

(b) within two weeks after the employee ceases to work, the employee provides her Employer with a medical certificate stating that the employee was not able to perform the duties of her employment because of a medical condition arising from the employee's pregnancy and stating the estimated date on which, in the opinion of a qualified medical practitioner or nurse, delivery will occur or the actual date of delivery.

(2) An employee who does not request pregnancy leave in accordance with paragraph 31(1)(b) and to whom subsection (1) does not apply but who has been employed by an Employer for the prescribed length of time is entitled to pregnancy leave of six consecutive weeks, without pay, where the employee provides the Employer with a medical certificate stating that the employee has given birth on a specified day.

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- (3) Subsection 31(4) applies to *an* employee referred to in subsection (2).
33. (1) The Labour Standard Officer may, at the request of an Employer, require an employee to commence pregnancy leave where, in the opinion of the Labour Standards Officer, the duties of the employee cannot reasonable be per formed because of the pregnancy.
- (2) The Labour Standards Officer shall, before requiring an employee to commence pregnancy leave under subsection (1), consider
- (a) the nature of the industrial establishment;
  - (b) the conditions of employment of the industrial establishment:
  - (c) the welfare of the employees in the industrial establishment; and

- (d) any medical information respecting the employee provided to the Labour Standards Officer by a qualified medical practitioner with the consent of the employee.
- (3) The employee shall continue the pregnancy leave until
- (a) the Labour Standards Officer is satisfied that the employee is able to perform her duties: or
  - (b) the pregnancy is terminated.
34. (1) An employee is entitled to parental leave of 12 consecutive weeks, without pay where the employee
- (a) has been employed by an Employer for the prescribed length of time;

- (b) submits to the Employer a written request for parental leave at least four weeks before the day on which the employee intends to commence the leave; and
  - (c) will remain at home to care for a new born child of the employee or a child who the employee has recently adopted or with respect to whom the employee has commenced adoption proceedings.
- (2) Where an employee has recently adopted more than one child or has commenced adoption proceedings with respect to more than one child and the children arrived at the employee's home at the same time or substantially the same time, the children are deemed to be a single child for the purposes of this section.
- (3) An employee who is on parental leave is entitled to extend the leave to a total of 17 consecutive weeks where

- (a) a child referred to in paragraph (1)(c) is six months of age or older on the day the child arrives at the employee's home; and
  - (b) a medical practitioner, social worker, psychologist or psychiatrist certifies that the child suffers from a physical, psychological or emotional condition that requires an additional period of parental care.
- (4) Parental leave must be taken within the period commencing on the day of birth of the new-born child or the day on which the child arrives at the employee's home, as the case may be, and ending one year after that day.



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- (5) Where an employee plans to adopt more than one child and the children arrive at the employee's home at substantially the same time, the employee is entitled to parental leave for the period commencing on the day the first child so arrives and ending one year after the day on which the last child so arrives.
  - (6) Where an employee takes parental leave in addition to pregnancy leave, the employee must commence the parental leave immediately on the expiration of the pregnancy leave or on the day the child arrives at the employee's home, unless the employee and Employer otherwise agree.
  - (7) An employee who is on parental leave may, with the consent of his or her Employer, resume employment before the expiration of the leave.

35. (1) An employee who does not request parental leave in accordance with paragraph 34(1)(b) but who is otherwise entitled to parental leave is entitled to parental leave under section 34 where
- (a) the child who the employee has adopted or with respect to whom the employee has commenced adoption proceedings arrives at the employee's home sooner than expected; and
  - (b) the employee requests parental leave.
- (2) An employee who does not request parental leave in accordance with paragraph 34(1)(b) and to whom subsection (1) does not apply but who is otherwise entitled to parental leave is entitled to parental leave of six consecutive weeks, without pay, where the employee requests parental leave.
- (3) Subsections 34(4) to (7) apply to an employee referred to in subsection (2).

36. Where an employee resumes employment on the expiration of the pregnancy leave or parental leave granted under this Part, the Employer shall reinstate the employee in the position the employee occupied on the day the leave commenced or in a comparable position, at not less than the wages, benefits and seniority that has accrued to the employee on the day the leave commenced, and with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken.
  
37. An Employer who has suspended operations during the pregnancy leave or parental leave granted under this Part and has not resumed operations on the expiration of the leave shall not, on resumption of operations, refuse to reinstate the employee or otherwise refuse to comply with section 36 because the employee has taken the leave.

38. (1) No Employer shall change a condition of employment of an employee without the written consent of the employee or terminate the employment of an employee because of the employee's pregnancy or because of the employee has requested, is on or has taken the pregnancy leave to which the employee is entitled under this Part.
- (2) No Employer shall change a condition of employment of the employee without the written consent of the employee or terminate the employment of the employee because the employee has requested, is on or has taken parental leave to which the employee is entitled under this Part.
39. The onus is on the Employer to establish that a contravention of section 36, 37 or 38 is not because of the employee's pregnancy, where the employee is pregnant, or because the employee has requested, is on or has, within the 12 month period prior to the contravention, taken pregnancy leave or parental leave.

22.02 After completion of six (6) month continuous employment, an employee who provides the Employer with proof that she has applied for, and is approved for Unemployment Insurance Benefits shall be paid a parenting leave allowance as an advance of these Unemployment Insurance benefits subject to the following:

- i) An applicant under this shall sign an agreement with the Employer providing:
  - (a) that she will reimburse the employer for the advance either personally or through the endorsement of Unemployment Insurance benefit cheques or the assignment of the Unemployment Insurance benefit cheques to the Hamlet;
  - (b) that she will return to work and remain in the Employer's employ for period of at least six (6) months after her return to work:

(c) that she will return to work on the date of the expiry of her parenting leave unless this date is modified with the Employer's consent.

ii) Should the employee fail to return to work as per the provisions of this clause, the employee recognizes that she is indebted to the Employer for the amount of parenting leave allowance received.

CARE AND NURTURING FOR PRE-SCHOOL CHILDREN

22.03 At the request of an employee, the Employer may grant leave without pay in one (1) or more periods of time to a total maximum of two (2) years during an employees total period of employment may be provided for the care and nurturing of pre-school children.

**ARTICLE 23**

**OTHER TYPES OF LEAVE**

**COURT LEAVE**

- 23.01 Subject to Clause 23.02 below, leave of absence shall be given to employees who are required to serve on a jury or by subpoena or summons to attend as a witness in any proceeding held:
- (a) in or under the authority of a court of justice or before a grand jury;
  - (b) before a court, judge, magistrate, or coroner;
  - (c) before the Senate or House of Commons of Canada, or a committee of the Senate or House of Commons, otherwise than in the performance of the duties of his position;

- (d) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it;
- (e) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

23.02 Notwithstanding anything contained in this Article, there shall be deducted from the regular pay of the employee any remuneration received by him as a result of serving on a jury or as a witness, other than remuneration received as an allowance or reimbursement for expenses incurred in such duty.

#### LEAVE WITHOUT PAY

23.03 The Senior Administrative Officer may grant leave without pay up to one (1) month and Hamlet Council may grant leave without pay up to one (1) year to any employee.



**ARTICLE 24**

**HOURS OF WORK**

**GENERAL**

24.01 The work week shall be Monday to Friday inclusive with a scheduled work day of:

- (a) seven and a half (7½) consecutive hours, exclusive of a lunch period for office staff. The usual hours of work shall be between the hours of 8:30 a.m. and 5:00 p.m.
- (b) eight (8) consecutive hours, exclusive of a lunch period for outside workers. The usual hours of work shall be between the hours of 8:00 a.m. and 5:00 p.m.

**NON STANDARD WORK WEEK**

The following positions will work a non standard work week and may be required to work days other than Monday to Friday as part of a work week:

- (c) The Recreation and Canteen Worker positions shall be a maximum of eight (8) hours per day, forty (40) hours per week. The hours will be mutually agreed between the Employee, the Recreation Committee and the Senior Administrative Officer.
- (d) The Observer Communicators shall work hours as defined in the contract between the Department of Transportation, Government of the Northwest Territories and the Hamlet.

The minimum hours of work shall be scheduled between Monday and Friday inclusive with a minimum scheduled work week of:

- (a) twenty-five (25) hours per week for the planning and lands administrator.
- (b) thirty-two (32) hours per week for the garbage crew.

### PART-TIME

- 24.02 Part-time employees shall not be subject to Clause 24.01 mentioned above, but shall be assigned as required to hours of work which shall not exceed seven and a half (7.5) hours per day or thirty-seven and a half (37.5) hour per week for administrative work or shall not exceed eight (8) hours per day or forty (40) hours per week for shop work.

### BREAKS

- 24.03 Employees shall be entitled to a rest period, with pay, of fifteen (15) minutes duration commencing on or about mid point of the first half of their shift, and shall be entitled to a rest period, with pay, of fifteen (15) minutes duration, commencing on or about mid point of the second half of their shift. An employee may absent himself from his place of work during such rest periods, but for each such rest period shall not be absent with pay from his place of work for more than fifteen (15) minutes.

### LUNCH BREAK

- 24.04 A specified meal period of one hour's duration shall be scheduled as close to the mid-point of the work day as possible. The Employer will make every effort to arrange meal periods at times convenient to the employees.

### FLEXIBLE HOURS

- 24.05 Subject to operational requirements, an employee may request and the Employer may grant flexible or staggered hours.

ARTICLE 25

OVERTIME

25.01 In this Article:

- (a) "Overtime" means work performed by an employee before or after or in excess or outside of his regularly scheduled hours of work after thirty-seven and one half (37½) or forty (40) hours, depending on classification.
- (b) "Straight time rate" means the hourly rate of remuneration.
- (c) "Time and one-half" means one and one-half times the straight time rate.
- (d) "Double time" means two (2) times the straight time rate.

25.02 Employees shall record starting and finishing times of overtime worked in a form determined by the Employer.

- 25.03 The Employer shall make every reasonable effort 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 to give employees who are required to work overtime reasonable advance notice of this requirement.
- 25.04 Except in the case of an emergency an employee may for cause refuse to work overtime, providing he places his refusal in writing.
- 25.05 Overtime worked after thirty-seven and a half (37½) or forty (40) hours, straight time depending on classification, shall be compensated at time and one-half (1½) an employee's regular rate of pay except that overtime worked:
- (a) in excess of four (4) consecutive hours either preceding or following an employees regular shift and

(b) overtime worked in excess of eight (8) consecutive hours on an employee's first day of rest and

(c) overtime worked on an employee's second day of rest shall be compensated at double time.

25.06 **An** employee shall be granted, time off in lieu of cash compensation for overtime worked. The dollar value of such overtime shall be held as a credit to said employee, who shall take time off in lieu up to the cash value of said credit. Lieu time off shall be taken at a time which is mutually agreed by the employee and the Hamlet. An employee may choose to be paid cash for any overtime worked.

**ARTICLE 26**

**PAY**

- 26.01 Employees are entitled to be paid for services rendered for the classification and position to which they are appointed at the Rates of Pay Article.
- 26.02 Employees shall be paid at the start of their shift on a bi-weekly basis with pay days being every second Thursday.
- 26.03 Unilingual employees shall have their deduction and earning titles printed in Inuktitut.



#### ACTING PAY

- 26.04 When an employee is required by the Employer in writing to perform the duties of a higher classification level on an acting basis, for at least one (1) day, he shall be paid acting pay calculated from the date on which he commenced to act as if he had been appointed to that higher classification level for the period in which he acts. The Hamlet may delegate acting authority to a higher position of classification.

#### VACATION PAY

- 26.05 An employee shall be paid their vacation leave, lieu time, travel time and vacation travel assistance at least forty-eight (48) hours in advance provided that their leave is for five working days or more.

## SALARY INCREASES

- 26.06 The Hamlet agrees to pay the negotiated salary increases to every employee not later than thirty (30) calendar days following the date that this Agreement is signed and on the first pay day after any subsequent salary increases become effective.

## ARTICLE 27

### CALL-BACK AND REPORTING PAY

#### CALL-BACK PAY

- 27.03 When an employee is recalled to work overtime or on a designated paid holiday he shall be paid the greater of compensation at:
- (a) the appropriate overtime rate; or

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(b) compensation equivalent to four (4) hours pay at the straight time rate.

after thirty-seven and one half (37%) or forty (40) hours, straight time depending on classification.

27.02 Only one (1) call out will be credited per four (4) hour period of work.

REPORTING PAY

27.03 If an employee reports to work on his regular work day and the Employer notifies them that there is insufficient or no work available he is entitled to two (2) hours pay for full time employees or one (1) hour pay for permanent part-time employees at the straight time rate.

ARTICLE 28

CLASSIFICATION AND JOB DESCRIPTIONS

28.01 During the term of this Agreement, if a new or revised classification is implemented by the Employer, the Employer shall before applying the new or revised classification, negotiate with the Union the rates of pay and the rules affecting the pay of employees for the classification affected. If the parties fail to reach agreement within ninety (90) days from the date on which the Employer submits the new or revised classification 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.

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28.02 Where an employee believes that he has been improperly classified with respect to his position or category, group and level, he shall discuss his classification with his immediate supervisor and, *on* request, be provided with a copy of his statement of duties.

Job Descriptions

28.03 When an employee is first hired the Employer shall, provide the employee with a written Statement of Duties.

28.04 Upon written request, an employee shall be entitled to a complete and current Statement of Duties and Responsibilities.

## ARTICLE 29

### VACANCIES, JOB POSTINGS AND PROMOTIONS

- 29.01 Every vacancy for positions expected to be of more than six (6) months' duration and every newly-created position shall be posted for three (3) full working days on the Union notice board. **An** employee desiring a position must make application in writing to the Manager within four (4) working day of the first day of posting. The applicants' skills and knowledge shall be considered objectively by the Employer with a view to determining the potential of the applicants to perform the job effectively and where applicants are considered reasonably equal in this respect, seniority shall govern.
- 29.02 Where operational requirements permit, in filling job vacancies, including promotions, transfers and new positions, **the** job shall be awarded within fifteen (15) working days of posting to the successful applicant.

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- 29.03 The Hamlet may transfer employees from one position to another on a temporary basis. Such temporary transfers shall not exceed thirty (30) calendar days.
  - 29.04 New employees shall not be hired when there are permanent employees on lay-off qualified to perform the job.

**ARTICLE 30**

**EMPLOYEE PERFORMANCE REVIEW AND  
EMPLOYEE FILES**

- 30.01 When a formal review of an employee's performance is made, the employee concerned shall be given the opportunity to discuss then sign the review form in question to indicate that its contents have been read and understood. The employee shall also be given the opportunity to provide written comments to be attached to his performance appraisal and may use the grievance procedure in Article 31 to correct any inaccuracies in his performance appraisal.
- 30.02 The formal review of an employee's performance shall incorporate an opportunity for the employee to state *his* career development goals in relation to Hamlet employment. Employees shall have the opportunity to participate in "In Service Training", retraining or other training which may be made available by the Hamlet.



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- 30.03 The Employer agrees not to introduce as evidence in the case of promotional opportunities or disciplinary action any document from the file of an employee, the existence of which the employee was not made aware of, by the provision of a copy thereof at the time of filing or within reasonable time thereafter.
- 30.04 Any document or written statement related to disciplinary action, which may have been placed on the Personnel file of an employee, shall be destroyed after two (2) years have elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period.
- 30.05 Upon written request of an employee, the Personnel file of that employee shall be made available for his examination at reasonable times in the presence of an authorized representative of the Hamlet and the Union.

**ARTICLE 31**

**MENT OF DISPUTES**

- 31.01 Any difference concerning the interpretation, application, operation or alleged violation of this Agreement, including any disciplinary action taken by the Hamlet against an employee or group of employees resulting in demotion, suspension or a financial penalty and any matter of dismissal from the Hamlet letter of discipline or inaccuracies in a performance appraisal placed on an employee's personal file and any question as to whether a difference is arbitrable, shall be settled in accordance with the procedures contained herein.
- 31.02 The procedure for the final resolution of the grievances listed in Clause 31.01 above is to Arbitration except for letters of discipline placed on an employee's personal file and inaccuracies in his performance appraisal in which case the final resolution is level of the grievance procedure.

## PROCEDURE

- 31.03 A grievance shall not be deemed to be invalid by reason only of the fact it is not in accordance with a form supplied by the Hamlet.
- 31.04 If he so desires, an employee may be assisted and represented by **the** union when presenting a grievance at any level.
- 31.05 An employee shall have the right to present a grievance on matters relating to the application or interpretation of this Agreement provided he first obtains the authorization of the Union prior to presenting such grievance.
- 31.06 The Union on behalf of an employee or group of employees, 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.

- 31.07 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 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 Hamlet and the Union.
- 31.08 An employee or the Union on behalf of an employee or group of employees, who wish to present a grievance at any prescribed level in the grievance procedure, shall transmit this grievance to the Senior Administrative Officer who shall forthwith:
- (a) forward the grievance to the representative of the Hamlet authorized to deal with grievances at the appropriate level; and

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

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

(a) First Level (Senior Administrative Officer)

(b) Second Level (Hamlet Council)

(c) Labour Management Committee Review

(d) Final Level (Arbitration)

31.10 Where an employee has been represented by the Union in the presentation of his grievance, the Employer will provide the appropriate representative of the Union with a copy of the Employer's decision at each level of the grievance procedure at the same time that the Employer's decision is conveyed to the employee.

- 31.11 The Union shall have the right to consult with the Senior Administrative Officer with respect to a grievance at each or any level of the grievance procedure.
- 31.12 An employee may, by written notice to the Manager, withdraw a grievance provided that, where the grievance is one arising out of the application or interpretation of this Agreement his withdrawal has the endorsement, in writing, of the Union.

Time Limits

- 31.13 An employee or the Union on behalf of an employee or group of employees may present a grievance to the first level of the procedure within twenty-five (25) calendar days.
- 31.14 The Employer shall reply in writing to a grievance within fourteen (14) days at level one, within thirty (30) calendar days at level 2.

- 31.15 An employee or the Union on behalf of an employee or group of employees may present a grievance at each succeeding level in the grievance procedure beyond the first level where the,
- (a) decision or settlement is not satisfactory to the grievor, within fourteen (14) calendar days after that decision or settlement has been conveyed in writing to him by the Hamlet; or
  - (b) Hamlet has not conveyed a decision to the grievor within the time prescribed in Clause 31.14 within fourteen (14) calendar days after the day the reply was due.
- 31.16 The Labour/Management Committee shall attempt to resolve any matter ten (10) days prior to arbitration referral.
- 31.17 The time limits stipulated in this procedure may be extended by mutual agreement between the Hamlet and the employee, and where appropriate, the Union representative.

## HEALTH AND SAFETY

- 31.18 The Union on behalf of an employee or group of employees, 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.

## DISMISSAL

- 31.19 No employee shall be dismissed without first being given notice in writing together with the reason therefore. When the Employer dismisses an employee the grievance procedures shall apply except that the grievance may be presented at the Final Level.
- 31.20 An appeal to the Hamlet against a decision to dismiss the employee may be filed within thirty (30) calendar days after the employee receives his notice of dismissal
- 31.21 Where an employee files an appeal against his dismissal from the Hamlet by way of a grievance the provision of Clause 31.22 apply.



## ARBITRATION

- 31.22 .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 thirty (30) days of the receipt of the reply at the Final Level, of his desire to submit the difference or allegation to arbitration.
- 31.23 The parties agree that arbitration referred to in Clause 31.22 shall be by a single arbitrator.

- 31.24 If an arbitrator selected is not available for a hearing date within thirty (30) days of the date on which notification by either party to submit the difference to arbitration was made, another name will be selected until an arbitrator is found to hear the parties within the above mentioned thirty (30) day period. Such time limit may be extended by mutual agreement.
- 31.25 The arbitrator has all of the powers granted to arbitrators under Section 13 of the Arbitration Act in addition to any powers which are contained in this Agreement.
- 31.26 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.
- 31.27 The award to the arbitrator shall be signed by him and copies thereof shall be transmitted to the parties to the dispute.

- 31.28 The Arbitrator shall not have the authority to alter or amend any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or to render any decision contrary to the terms and provision of this Agreement, or to increase or decrease wages.
- 31.29 The Hamlet and the Union shall each pay one-half ( $\frac{1}{2}$ ) of the remuneration and expenses of the arbitrator and each party shall bear its own expenses of every such arbitration.
- 31.30 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 Federal Court of Canada, 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 judgement or an order of that court and may be enforceable as such.

- 31.31 In addition to the powers granted to arbitrators under Section 13 of the Arbitration Act the Arbitrator may determine that the employee has been dismissed for other than proper cause and he may:
- (a) direct the Employer to reinstate the employee and pay to the employee a sum equal to his wages lost by reason of his dismissal, or such less sum as it the opinion of the Arbitrator is fair and reasonable; or
  - (b) make such order as he considers fair and reasonable having regard to the terms of this Agreement.

**ARTICLE 32**

**CIVIL LIABILITY**

32.01 If an action or proceeding is brought against any employee or former employee covered by this Agreement for an alleged tort committed by him in the performance of his duties then, the employee, upon being served with any legal process, upon receipt of any action or proceeding as hereinbefore referred to, being commenced against him shall advise the Senior Administrative Officer of any such notification or legal process.

32.02 The Employer shall pay any damage or costs awarded against any such employee in any such action or proceedings and all legal fees, and/or the Employer shall pay any sum required to be paid by such employee in connection with the settlement of any claim made against such employee provided the conduct of the employee which gave rise to the action did not constitute a gross disregard or neglect of his duty as an employee. The employee shall not enter into any settlement agreement without the express written authority of the Employer and if he does enter into any such settlement agreement without proper authorization he agrees to waive any rights provided to him under this Article

- 32.03 Upon the employee notifying the Employer in accordance with Clause 33.01 above, the Employer and the employee shall forthwith meet and appoint counsel that is mutually agreeable to both parties. Should the parties be unable to agree on counsel that is satisfactory to both, then the Employer shall unilaterally appoint counsel. The employee agrees to cooperate fully with appointed counsel.
- 32.04 If upon adjudication *of a* matter arising out of this Article there is a finding that the employee was not acting in the performance of his duties at the time *d* the alleged tort then he shall be indebted to the Employer for an amount equal to the expenses incurred on his behalf pursuant to this Article. Prior to said recovery the Employer and employee shall discuss an acceptable recovery schedule.

**ARTICLE 33**

**'MA NT COMMITTEE**

33.01 A Labour/Management Committee will be formed to consult on matters of:

- (a) Health and Safety
- (b) Employee Assistance Program
- (c) Third level review of grievances
- (d) Abandonment of position appeals
- (e) Long Service award program development
- (f) Annual budget input and review meeting
- (g) Clothing and safety supply procedure
- (h) Joint Consultation on non-grievance matters

and other matters of mutual interest

33.02 The Labour/Management Committee shall be comprised of equal representation of the Union and the Employer, with each party choosing their respective representatives.



- 33.03 The Employer shall post the names of the Labour/Management Committee members in a prominent place. There may be change of participates from time to time.
- 33.04 The Labour/Management Committee will meet at least once each two (2) months at a pre-established time, and at other times at the request of either party. The role of Chairman will alternate between the Employer and the Union.
- 33.05 In matters of the Employee Assistance Program, the Labour/Management Committee shall concern itself with provisions of Article 34.
- 33.06 In matters of Safety **and** Health, the Labour/Management Committee will follow the provisions of Article 35.
- 33.07 In matters of finance, the annual statements shall be tabled with the Labour/Management Committee.

ARTICLE 34

EMPLOYEE ASSISTANCE PROGRAM

- 34.01 In matters of the Employee Assistance Program, the Labour/Management Committee shall concern itself with poor work performance resulting from suspected alcohol or drug addiction.
- 34.02 Should this item of business arise during a Labour/Management Committee meeting, the Committee will deal with the matter confidentially taking into consideration the following provisions:
- (a) That alcohol and drug addictions are medical disorders, and
  - (b) That an employee should be encouraged to remedy a disorder due to an addiction, and

- (c) That benefits normally extended to employees during the time of illness shall be extended to an employee suffering from an addiction at such a time that he or she seeks to correct this disorder, and
- (d) That the decision to undertake treatment is the responsibility of the employee, and
- (e) That the decision to seek treatment will not affect job security.

### **ARTICLE 35**

#### **SAFETY AND HEALTH**

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

Provision of Legislation or Employer's Policies

35.02 The Employer shall make available a copy of applicable health and safety legislation and regulations and Employer's policies and standards such as:

(i) Handbook of Occupational Health and Safety (Treasury Board of Canada); or

(ii) Part IV of the Canada Labour Code and Regulations; or

(iii) Acts of the Northwest Territories

Right to Refuse Dangerous Work

35.03 An employee shall have the right to refuse to work in dangerous situations.

- 35.04 An employee may refuse to do any particular act or series of acts at work which he has reasonable grounds to believe are dangerous to his health or safety or the health or safety of any other person at the place of employment until sufficient steps have been taken to satisfy him otherwise, or until the NWT Safety Officer has investigated **the** matter and advised him otherwise.
- 35.05 No loss of wages or discriminatory action shall be taken against any worker by reason of the fact that he exercised the right conferred upon him in 35.04 above. No other employee shall be assigned to use or operate any machine, device, material or thing or perform any part of the work which is being investigated pending resolution of the situation.

### Transportation of Injured Workers

- 35.06 The Employer shall provide, at no expense to the employee, appropriate transportation to the nearest medical facility and from there to his home when such services are immediately required for an employee as a result of injury or serious ailment occurring in the workplace.

### Occupational Health Examinations

- 35.07 Where the Employer requires an employee to undergo an occupational health examination by a qualified practitioner, agreed to by both the Employer and employee, the examination will be conducted at no expense to the employee.
- 35.08 An employee will be granted leave with pay to attend the examination and the Employer shall assume the cost of any travel expenses.

- 35.09 All occupational health information, forms and records transmitted or used in connection with these occupational health examinations will be conveyed to the employee involved and maintained in a medical confidential status and retained within the medical community.

Protective Clothing and Equipment

- 35.10 The Employer shall ensure that all protective devices, clothing and other equipment necessary to properly protect employees from injury and unhealthy conditions are provided, cleaned and maintained at no cost to the employee.

### Protective Rights of Pregnant Workers

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

### The Right to Know Hazard Identification

- 35.12 The Employer shall identify in writing in both appropriate languages new or presently used chemical substances or equipment in the work area including hazards or suspected hazards, precautions or antidotes or procedures to be followed following exposure. Work area shall include third party premises.



### First Aid

- 35.13 The Employer shall ensure that employees can obtain the assistance of a first aid attendant easily and rapidly in all workplaces.
- 35.14 The Employer shall ensure that first aid kits are provided and are readily accessible at all times, including third party premises. Said first aid kits shall be kept well stocked at all times.

### First Aid Training

- 35.15 The Employer will encourage employees to take first aid courses and will assume the costs of such courses and also the costs of refresher courses required to maintain the validity of a certificate. Employees taking first aid training shall be granted leave with pay for the duration of the courses. Employees attending these courses outside of their regular working hours will not be entitled to overtime.

### Smoke-Free Workplace

- 35.16 Should the Employer become "Smoke-free", the Employer shall provide a designated area in each workplace where smoking will be permitted.

### Video Display Terminals

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

Labour/Management Committee

- 35.18 In addition to following all of the safety and health provisions of Articles 35.01 to 35.17, the Labour/Management Committee will ensure the following duties are carried out.

First Aid Attendants and Locations

- 35.19 A list of all first aid attendants and the locations in which they may be found shall be posted in all establishments as determined by the Labour/Management Committee.

Workplace Environmental Protection

- 35.20 The Employer and the Committee shall ensure that the necessary instruments for measuring the quality of the work environment are available when required, and that the results are acted upon appropriately, in order to correct any problems identified by said tests and /or measurements.

## Toxic Hazardous Substances

- 35.21 Where toxic or suspected and/or confirmed carcinogenic chemicals or substances are identified as being present in the workplace, the Committee shall:
- (a) Remove and/or substitute chemicals or substances in the work procedure; or
  - (b) Introduce engineering controls to provide complete isolation between said chemicals and/or substances and the worker(s); and
  - (c) Maintain ongoing monitoring of the workplace.
  - (d) Where a dangerous substance cannot be removed or replaced, a notice indicating that a danger exists shall be posted.

Investigations Concerning Health/Work Hazards and Injuries

- 35.22 The Labour/Management Committee shall conduct such investigations as may be necessary to identify, seek remedy and or to determine the circumstances surrounding work injuries and health hazards arising in the workplace, including third party premises.
- 35.23 These investigations shall be completed without loss of pay or fear of reprisal.
- 35.24 All investigations shall be conducted in the presence of Labour/Management Committee members.

Reports and Information Arising from Investigators

- 35.25 Reports of all investigations concerning Health/Work hazards and injuries shall be submitted to the Labour/Management Committee as well as to the Union Representative and Employer, who may request further information from the person(s) who conducted the investigation.
- 35.26 If the Employer receives a copy of the report of injury it shall be passed on to the Union.

**ARTICLE 36**

**CLOTHING ISSUE AND PROTECTIVE  
EQUIPMENT**

- 36.01 Where the following articles are required by the Employer or the Workers' Compensation Board:
- (i) Hard hats
  - (ii) Aprons

- (iii) Welding goggles
- (iv) Dust protection
- (v) Eye protection, except prescription lenses
- (vi) Ear protection

The Employer shall supply employees with the articles of equipment as required.

36.02 When the articles mentioned in 36.01 above are presented worn or damaged beyond repair by an employee, they shall be replaced at no cost to the employee.

36.03 The Employer will provide each maintenance and outside worker the following:

- (i) one pair of safety boots every two years or sooner if presented worn or damaged beyond repair as a result of Hamlet business.
- (ii) one yearly pair of summer coveralls to be replaced upon presentation of unusable coveralls,

(iii) gloves for water and sewer employees including winter rubber gloves.

## **ARTICLE 37**

### **TRADES**

#### **TOOL REPLACEMENT**

37.01 When an employee, including an apprentice, presents a worn out or broken tool, which he uses in the regular performance of his work, to the foreman for verification, the Employer agrees to replace such tool with a tool of similar quality.

#### **TOOL PURCHASE**

37.02 Upon request, the Hamlet will purchase tools on behalf of traced employees required to own their own tools and will be reimbursed full costs by those employees.



**ARTICLE 38**

**SETTLEMENT ALLOWANCE**

- 38.01 This allowance is not an incentive in the settlement, but is basically an equalizing type of subsidy.
- 38.02 Settlement Allowance will be paid to every full time employee and to those permanent part-time employees working in a program funded position appropriately funded for settlement allowance.
- 38.03 Employees will be paid the Settlement Allowance prorated to an hourly rate, up to a maximum of the normal weekly hours of work for their classification group.

**SETTLEMENT ALLOWANCE SCHEDULE**

- 38.04 Settlement Allowance shall be five thousand seventy-one (\$5071.00) dollars per annum.

**ARTICLE 39**

**HOUSING ALLOWANCE**

39.01 Employees living in privately owned housing and paying full utilities or employees living in public housing paying the full economic rent level including utilities shall receive a housing allowance of two hundred and sixty (\$260.00) dollars per month.

Effective April 1, 1994, the housing allowance will be three hundred (\$300.00) dollars per month.

Effective January 1, 1995, the housing allowance will be three hundred and twenty (\$320.00) dollars per month.

**ARTICLE 40**

**SEVERANCE PAY**

40.01 Effective January 1, 1995, an employee who has one year or more of continuous employment and who is laid off is entitled to be paid Severance Pay at the time of lay off at the rate of four (4) days pay per year of continuous service accumulated since January 1, 1995.

**RETIREMENT**

40.02 An employee who retires for the Hamlet is entitled to two (2) days pay per year of continuous service accumulated since April 1, 1994.

**ARTICLE 41**

**JOB SECURITY**

- 41.01 A newly hired employee shall be on probation for a period defined in Clause 2.01(v). During the probation period, the employee shall be entitled to all rights and benefits of this agreement excluding seniority, except as otherwise provided. After completion of the probationary period, seniority shall be effective from the date of commencement of the probationary period.
- 41.02 The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. A copy of the seniority list shall be posted on all bulletin boards and sent to the Union and shall be kept up-to-date by the Employer.

### LAY-OFF

- 41.03 The Hamlet agrees that there shall be no lay-off of any employee during the life of this Collective Agreement except for lay-off resulting from lack of work or lack of funding.
- 41.04 Lay-off shall be based of seniority. The last employee laid off shall be the first recalled provided he is qualified to do the work and has not lost his seniority.

### NOTICE

- 41.05 The Employer shall notify employees who are to be laid off six months prior to the effective date of lay-off, or award pay in lieu thereof. However in cases where the employment is as a result of a specific contract with an outside agency, the minimum lay off notice period will be equal to the cancellation notice provision of the contract even if it is less than six (6) months. The Hamlet will attempt to negotiate cancellation clauses of at least six months duration.

41.06 The Employer shall give notice or recall personally or by registered mail.

41.07 The employee shall keep the Employer advised of his current address. The employee shall return to work within ten (10) working days of receipt of notice of recall, unless, on reasonable grounds, he is unable to do so.

#### RECALL

41.08 A new employee will not be hired to fill the job of a laid-off employee.

#### CONTRACTING OUT

41.09 There shall be no contracting out of any work by the Hamlet if it would result in the lay-off or the continuance of a lay-off of a permanent employee.

## TECHNOLOGICAL CHANGE

- 41.10 Both parties recognize the overall advantages of technological change. Both parties will therefore encourage and promote technological change and improvements.
- 41.11 With this in view, and recognizing the extensive lead time required for the selection, installation and providing of sophisticated equipment, the Employer agrees to provide as much advance notice as is practicable but not less than three (3) months notice to the Union of any major technological change in equipment which would result in changes in the employment status of in this Agreement.
- 41.12 The Employer agrees to consult with the Union with a view to resolving problems which may arise as a result of the introduction of such technological change
- 41.13 In cases where employees may require retraining the Employer will make every reasonable effort to offer training courses.

COOLING OFF PERIOD - FIVE (5) WORKING DAYS

- 41.14 An employee who wilfully terminates his employment as a result of a misunderstanding or argument shall be allowed to return to work and remain employed if he does so within five (5) working days.
- 41.15 Should the Employer refuse to allow the employee to return to work, the termination shall be considered as a discharge, effective that date that the employee sought to return to work, and may be grieved as a discharge.
- 41.16 This entitlement will apply only once per fiscal year.



**ARTICLE 42**

**BENEFITS**

**INSURANCE PLAN**

- 42.01 The Employer will implement the basic M.E.B.A. insurance plan with the appropriate cost sharing structures as detailed in the plan effective January 1, 1997.

**ARTICLE 43**

**FUTURE LEGISLATION**

- 43.01 In the event that any law passed by Parliament or the Northwest Territories Legislative Assembly renders null and void or alters any provision of this Agreement remaining provision 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 annulled or altered provision.

**ARTICLE 44**

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

**RE-OPENER OF AGREEMENT**

44.01 This Agreement may be amended by mutual consent.

**MUTUAL DISCUSSIONS**

44.02 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 45

### DURATION AND RENEWAL

- 45.01 The term of the Agreement shall be from April 1, 1995 to March 31, 1997. The amendments to this agreement become effective May 24, 1995 unless otherwise provided in this agreement.
- 45.02 Notwithstanding the preceding, the provisions of this Agreement, including the provisions for the adjustments of disputes in Article 31, shall remain in effect during the negotiations for its renewal and until a new Agreement becomes effective.
- 45.03 Within three months preceding the termination of this Agreement, either party may, by written notice, require the other party to commence bargaining collectively with a view to the conclusion, renewal or revision of the Collective Agreement in accordance with Section 50 of the Canada Labour Code, Part I.

45.04 Where notice of commence collective bargaining has been given under Clause 45.03, the Employer shall not without consent by or on behalf of the employees affected. increase or decrease salaries or alter any other term or condition of employment of employees in the Bargaining Unit which was in force on the day on which the notice was given until a renewal or revision of the Agreement, or a new collective agreement has been concluded, in accordance with Section 50 of the Canada Labour Code Part I or upon mutual agreement of the parties an arbitral award has been handed down.

**APPENDIX " A**

**RATES OF PAY**

Effective May 25, 1995

37.5 Hour Work Week

CLASSIFICATION	(\$ PER HOUR)
Finance Officer	16.16
Planning and Lands Administrator	p/t 12.42
Recreation Coordinator	12.39
Canteen Worker	11.27
Alcohol Education Worker	12.77
Librarian P.I.O. @ \$15.85	p/t 14.85
Clerk/Receptionist	10.83
Janitor P.I.O. @ \$16.89	10.50

40 Hour Work Week

Head Mechanic (certified)	22.87
Mechanic (certified)	21.82
Mechanic (uncertified)	16.08
Head Heavy Duty Equipment Operator	22.61
Heavy Duty Equipment Operator	20.10
Building Maintainer	13.14
Building Maintainer Helper	13.01
Garbage Truck Driver	15.82
Sewage Truck Driver	16.72
Airport Maintainer	20.80
Sewage Helper	13.16
Water Truck Driver	17.15
Water Helper	12.42
Observer Communicator	19.55
By-Law Officer	p/t 15.15
Outreach Worker	
(Employment Officer) P.I.O @15.45p/t	15.00

**APPENDIX "A"**

**RATES OF PAY**

Effective April 1, 1996

37.5 Hour Work Week

CLASSIFICATION	(\$ PER HOUR)
Finance Officer	16.32
Planning and Lands Administrator	p/t 12.54
Recreation Coordinator	12.51
Canteen Worker	11.38
Alcohol Education Worker	12.90
Librarian P.I.O. @ \$15.85	p/t 15.00
Clerk/Receptionist	10.94
Janitor P.I.O. @ \$16.89	10.61

40 Hour Work Week

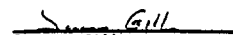
Head Mechanic (certified)	23.10
Mechanic (certified)	22.04
Mechanic (uncertified)	16.24



Head Heavy Duty Equipment Operator	22.84
Heavy Duty Equipment Operator	20.30
Building Maintainer	13.24
Building Maintainer Helper	13.14
Garbage Truck Driver	15.98
Sewage Truck Driver	16.89
Airport Maintainer	21.01
Sewage Helper	13.29
Water Truck Driver	17.32
Water Helper	12.54
Observer Communicator	19.75
By-Law Officer	p/t 15.30
Outreach Worker (Employment Officer)	
P.I.O. @15.45	p/t 15.15

SIGNED AT CLYDE RIVER THIS 23rd DAY OF MAY 1995

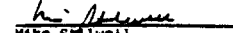
Signed on behalf of the  
Hamlet of Clyde River

  
James Ollis  
Mayor

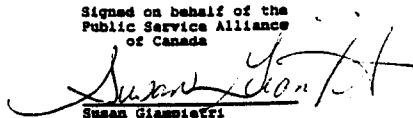
  
David Ikharialuk  
Deputy Mayor


  
Inuit Ikharialuk  
Councillor


  
Johnathan Falluq  
Senior Administrative Officer

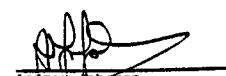
  
Mike Silwell  
Negotiator

Signed on behalf of the  
Public Service Alliance  
of Canada

  
Susan Giampietri  
Second Vice-President

  
Memmie Audlaklak  
Committee Member

  
Sam Apak  
Committee Member

  
Andrew Johnson  
Negotiator