

COLLECTIVE AGREEMENT
BETWEEN
HAMLET OF ARVIAT

SOURCE	Union
EFF.	95 04 01
MENT.	97 03 31
No. OF EMPLOYEES	56
NOMBRE D'EMPLOYÉS	df

AND

THE PUBLIC SERVICE ALLIANCE OF CANADA

as represented by their agent:

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

Effective: March 31, 1995
Expires: April 1, 1997



10186(01)



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.)

NUMERICAL INDEX

<u>Article/Subject</u>	<u>Page</u>
1 Purpose of Agreement	1
2 Interpretation and Definitions	2
3 Recognition.. . . .	9
4 Application	9
5 Conflict With Agreement Provisions	10
6 Strikes and Lockouts	11
7 Managerial Rights/Responsibilities	11
8 Employer Directives	12
9 Union Access to Employer Premises	12
10 Appointment of Representatives	13
11 Time-Off for Union Business	13
12 Checkoff.	15
13 Information	17
14 Seniority.	18
15 Provision for Union Information	19
16 Designated Paid Holidays	20
17 Leave - General	23
18 Vacation Leave	25
19 Special Leave	30
20 Sick Leave	32
21 Other Types of Leave	34
22 Hours of Work	39
23 Overtime	39

NUMERICAL INDEX

<u>Article/Subject</u>	<u>Page</u>
24 Pay	41
25 Severance Pay	42
26 Lay-off and Job Security	43
27 Statement of Duties	44
28 Employee Performance Review and Employee Files	45
29 Classification	47
30 Adjustment of Disputes	47
31 No Contracting Out	54
32 Labour/Management Committee	55
33 Right to Refuse Dangerous Work	55
34 Suspension and Discipline	56
35 Pension and Benefits	57
36 Settlement Allowance	57
37 Housing Allowance	58
38 Duration and Renewal	58
APPENDIX " A	
Rates of Pay	60

ALPHABETICAL INDEX

<u>Subject</u>	<u>Article</u>	<u>Page</u>
Adjustment of Disputes	30	47
Application	4	9
Appointment of Representatives	10	13
<i>Check Off</i>	12	15
Classification	29	47
Conflict With Agreement Provisions	5	10
Designated Paid Holidays	16	20
Duration and Renewal	38	58
Employee Performance Review and Employee Files	28	45
Employer Directives	8	12
Hours of Work	22	39
Housing Allowance	37	58
Information	13	17
Interpretation and Definitions	2	2
Labour/Management Committee	32	55
Lay-Off and Security	26	43
Leave - General	17	23

ALPHABETICAL INDEX

<u>Subject</u>	<u>Article</u>	<u>Page</u>
Managerial Rights/Responsibilities	7	11
No Contracting Out	31	54
Other Types of Leave	21	34
Overtime	23	39
Pay	24	41
Pension and Benefits	35	57
Provision for Union Information *	15	19
Purpose of Agreement	1	1
Rates of Pay - Appendix " A		60
Recognition	3	9
Right to Refuse Dangerous Work	33	55
Seniority	14	18
Settlement Allowances	36	57
Severance Pay	25	42
Sick Leave	20	32
Special Leave	19	30
Statement of Duties	27	43
Strikes and Lockouts	6	11
Suspension and Discipline	34	56

ALPHABETICAL INDEX

<u>Subject</u>	<u>Article</u>	<u>Page</u>
Time-Off for Union Business	11	13
Union Access to Employer Premises	9	12
Vacation Leave	18	25

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 of worklife, and to promote the well-being of the employees. Accordingly, the parties are determined to establish and maintain, within the framework provided by law, an effective and working relationship at all levels in which members of the Bargaining Unit are employed.

ARTICLE 2

INTERPRETATION AND DEFINITIONS

2.01 For the purpose of this Agreement:

- (a) "Alliance" means the Public Service Alliance of Canada.
- (b) "Allowance" means an amount payable to an employee in addition to the regular remuneration payable to that employee for work performed.
- (c) "Bargaining Unit" means all employees of the Employer except the Secretary Manager, **Secretary-Interpreter**, Works and Operation Foreman and Finance Officer.
- (d) "Casual Employee" means a person who works on a temporary or seasonal basis for a period not exceeding six months.
- (e) "Committee" means the Labour/Management Committee.

- (f) A "common-law spouse" relationship is said to exist when, for a continuous period of at least one year, an employee has lived with a person, and lives and intends to continue to live with that person as if that person were their spouse.
- (g) "Continuous Employment" and "Continuous Service" means uninterrupted employment with the Hamlet;
- (h) "Day of Rest" In relation to an employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of his position.
- (i) "Demotion" means the reassignment of an employee for reasons of inefficiency, or incompatibility to a function for which the maximum rate of pay is less than that of the former function.

- (j) "Dependant" means a person who is the employee's spouse (including common-law), child, step-child, adopted child, foster child who is under eighteen years of age and dependent of him/her for support or being eighteen years of age or more and dependant upon him/her by reason of full-time attendance at an educational institution or mental or physical infirmity or any other relative of the employee's household who is wholly dependent upon him/her for support by reason of mental or physical infirmity.
- (k) "Effects" include the furniture, household items, and includes minor personal equipment belonging to an employee and the family household at the time of the move, but does not include furniture, appliances, mayor items of personal equipment, all terrain vehicles, motorcycles, bicycles, snowmachines, automobiles, boats, trailers irrespective of size, animals or foodstuffs.
- (l) "Employee" means a member of the bargaining unit.
- (m) "Employer" means the Hamlet of Arviat.

- (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 to management, to be processed through the grievance procedure.
- (p) "Holiday" means the twenty-four (24) hour period commencing at 12:01 A.M. of a day designated as a paid holiday in this Agreement.

"Lay-off" means the termination of employment of one or more employees for the reasons of fiscal restraint, for shortage of work, for position or employee redundancy, for program discontinuation, or any combination of these factors.
- (q) "Leave of Absence" means absence from duty with the Employer's permission.

- (r) "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, or insurance premium.
- (s) "Overtime" means work authorized in advance by the Employer to be undertaken and performed by an employee who is required to work in excess of his or her maximum regularly scheduled daily or weekly hours of work.
- (t) "Point of Departure" means: Winnipeg.
- (u) "Probation" means a period of six (6) months from the day upon which an employee is first appointed to the Hamlet of Arviat or a period of four (4) months after an employee has been transferred or promoted:
- (v) "Promotion" means the appointment of an employee to a new position, the maximum rate of pay of which exceeds that of his former position.

- (w) "Rates of Pay"
- (i) "weekly rate of pay" means an employee's annual salary divided by 52;
 - (ii) "daily rate of pay" means an employee's weekly rate of pay divided by five (5);
 - (iii) "hourly rate of pay" means an employee's daily rate of pay divided by his regularly scheduled daily hours of work, or where an employee is paid by the hour, the rate of pay established by the Employer for his part-time employment.
 - (iv) "bi-weekly rate of pay" means an employee's annual salary divided by 26.
- (x) "Representative" means an employee who has been elected or appointed as an area steward or who represents the Union at meetings with management and who is authorized to represent the Union.
- (y) "Seniority" means length of continuous service with the Employer.

- (z) "Transfer" means the appointment of an employee to a new position, that does not constitute a promotion or demotion and that does not involve a change in pay.
 - (aa) "Union" means the Public Service Alliance of Canada as represented by its agent the Union of Northern Workers.
 - (bb) "Week" for the purposes of this Agreement shall be deemed to commence at 12:01 A.M. on Monday and terminate at midnight on Sunday.
- 2.02 Except as otherwise provided in this Agreement, expressions used in this Agreement 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 Employer recognizes the Union as the exclusive Bargaining Agent for all employees in the Bargaining Unit.

DISCRIMINATION

- 3.02 The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee by reason of age, sex, race, creed, colour, national origin, political or religious affiliation, or by reason of union membership or activity.

ARTICLE 4

APPLICATION

- 4.01 The provisions of this Agreement apply to the Union, the employees, and the Employer.

- 4.02 Part time regular employees shall be entitled to the benefits to which they are entitled under the provisions of the Collective Agreement applied on a pro rata basis.

ARTICLE 5

CONFLICT WITH AGREEMENT PRO

- 5.01 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 only to the extent that the matter giving rise to the conflict is specifically addressed within the agreement, unless the Employer is compelled by law to issue and enforce such regulation, direction of other instrument.

ARTICLE 6

STRIKES AND LOCKOUTS

- 6.01 (1) During the duration of the Collective Agreement, and thereafter until it is renewed, replaced or until the bargaining unit is in a legal strike position, there shall be no stoppage, interruption, or impeding of work including study sessions, sit-downs, slowdowns, or strike action by any employee.
- (2) Where the Bargaining Unit is not in a legal strike position, any employee who takes part in any such action may be disciplined by the Employer.

ARTICLE 7

MANAGERIAL RIGHTS/RESPONSIBILITIES

- 7.01 Except where expressly provided for in this agreement, the Employer is unrestricted in its capacity to discharge its managerial functions in relation to the operation of the Hamlet.

ARTICLE 8

EMPLOYERS DIRECTIVES

- 8.01 The Employer shall provide a copy of all personnel directives, including those which are intended to clarify or interpret the provisions of the Collective Agreement, to the Union.

ARTICLE 9

UNION ACCESS TO EMPLOYER PREMISES

- 9.01 Upon reasonable notice, the Employer shall permit access to its work premises by an accredited representative of the Union at such time as is reasonable to the Employer.

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 within the Bargaining Unit.

ARTICLE 11

TIME OFF ~~OR~~ UNION BUSINESS

ARBITRATION HEARING

- 11.01 (a) At the Union's request the Employer will grant leave with pay to any employee whose presence is essential to representation of the Union before an Arbitration hearing.

Employee Called as a Witness

- (b) The Employer will grant leave with pay to a witness called by an employee who is party to the grievance for the actual time that an employee is required as a witness.

- 11.02** Where an employee and his representative are involved in the process of investigation, preparing, and initial presentation of his/her grievance they each will be granted time away from work without loss of pay from work to a maximum of two working days.

- 11.03** The Employer shall grant (leave with pay) for two employee representatives for the purpose of attending contract negotiations on behalf of the Union for the duration of such negotiations.

- 11.04** The Employer will grant time-off (with no loss of pay) to employees who have been invited to attend a meeting with management and represent the Union.

- 11.05 Where operational requirements and circumstances permit leave without pay for a maximum of 10 working days in any fiscal year will be granted for the conduct or transaction of any and all union business. Such leave shall not be unreasonably denied.

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 for the pay of all employees in the Bargaining Unit.
- 12.02 The Union shall inform the Employer in writing of the authorized rate of deduction to be checked off for each employee within the Bargaining Unit. Where the Union serves the Employer notice of a dues increase during the life of the Collective Agreement, the dues increase shall take effect in the month following the date the Employer receives the notice.

- 12.03 For the purpose of applying Article 12.01, deductions from pay for each employee will occur on a bi-weekly basis.
- 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 amounts deducted in accordance with Clause 12.01 shall be remitted to the Comptroller of the Alliance by cheque monthly and shall be accompanied by particulars identifying each employee and the deductions made on his behalf,
- 12.06 The Employer may agree to make deductions for other purposes on the basis of the production of appropriate documentation.
- 12.07 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this article.

- 12.08 The Employer agrees to identify annually on each employees T-4 slip the total amount of Union dues deducted for the preceding year.

ARTICLE 13

INFORMATION

- 13.01 The Employer will provide the Union with a copy of its Monthly Staffing Report which shall include a listing of the staff compliment for the prior month, employee classifications and rates of pay, employment status and social insurance numbers along with notations respecting hirings and terminations.
- 13.02 The Employer shall make available to each employee a copy of the Collective Agreement.

- 13.03 Every new employee who is a member of the Bargaining Unit shall upon commencement be provided with a copy of the Collective Agreement along with an opportunity to meet during normal working hours at a time acceptable to the Employer, with a representative of the Union for the purpose of reviewing this agreement and a general orientation regarding Union business.

ARTICLE 14

SENIORITY

- 14.01 Seniority is defined as the length of service with the Employer, and shall be applied on a bargaining unit wide basis.
- 14.02 (1) A newly hired employee shall be on probation for a period of six (6) months and shall be entitled to all rights and benefits of the Collective Agreement unless specifically excluded.

(2) An employee shall be on probation for a period of four (4) months when an employee has been promoted or transferred. During the probationary period, the employee shall be entitled to all rights and benefits of this agreement.

14.03 The Employer shall maintain and post a seniority list.

14.04 A probationary employee shall be eligible to participate in job competitions in the same manner as non-probationary employees.

ARTICLE 15

PROVISION FOR UNION INFORMATION

15.01 The Employer shall provide centrally located bulletin board space in the Hamlet Office clearly identified for exclusive Union use.

- 15.02 The Employer shall allow the Union and the members of the Bargaining Unit to use a suitable meeting room from time to time for the conducting of business relating to the Bargaining Unit.
- 15.03 A new employee shall have the right to have a representative of the Union provide an orientation presentation in regards to the Union during regular working hours.

ARTICLE 16

DESIGNATED PAID HOLIDAYS

- 16.01 (1) The following days are designated paid holidays for employees covered by this Collective Agreement:
- (a) New Year's Day;
 - (b) ~~Good~~ Friday;
 - (c) Easter Monday;
 - (d) Victoria Day;
 - (e) Canada Day;
 - (~~9~~) Civic Holiday, The first Monday in August;
 - (g) Labour Day;

- (h) Thanksgiving Day
- (i) Remembrance Day
- (j) Christmas Day
- (k) Boxing Day
- (l) Hamlet Day

(m) one additional day to be as Nunavut Day when proclaimed by the legislative body empowered to declare the date as an official holiday.

16.02 Clause 16.01 does not apply to an employee who is absent without cause on both the working day immediately preceding and the working day following the designated paid holiday.

HOLIDAY FALLING ON A DAY OF REST

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

16.04 When a day designated as a holiday for an employee is moved to another day under the provisions of Clause 16.03:

- (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.

16.05 An employee who is required to work on a Designated Paid Holiday as part of his/her regularly scheduled hours of duty or as overtime when he/she is not scheduled to work he/she shall be paid in addition to the pay that he/she would have been granted had he/she not worked on the holiday:

- (a) One and one-half (1½) his/her hourly rate of pay for all hours worked.
- (b) An adjustment to the rates of pay to equal one and one-half (1½) hours times his/her hourly rate of pay for all hour worked plus straight time for the remaining hour that would have been paid had the employee not been required to work, plus one day of leave at a later date convenient to both employee and Employer.

- 16.06 Where a day that is a designated holiday for an employee fails within a period of leave with pay, the holiday shall not count as a day of leave.
- 16.07 An employee shall not be required to work both Christmas and New Year's Day, unless the operational circumstances warrant this.

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 due to death or lay-off the employee shall be considered to have earned that amount of leave with pay granted to him.
- 17.02 During the month of May in each year the Employer shall inform each employee in the Bargaining Unit in writing of the balance of his special, sick and vacation leave credits as of the 31st day of March.

- 17.03 When the Employer rejects an employee's application for leave, the reasons for the rejection shall be provided to the employee in writing.
- 17.04 All applications for vacation leave shall be provided no less than two weeks (one complete pay period) before the planned leave is intended to be commenced. Requests which may arise under exceptional circumstances will be addressed on a **case-by-case** basis.
- 17.05 No period of vacation leave shall be requested and processed for less than one-half day.
- 17.06 Retroactive leave requests to cover unauthorized absence will not be accepted except where in the opinion of the employer circumstances giving rise to the absence were beyond the control of the employee.

ARTICLE 18

VACATION LEAVE

ACCUMULATION OF VACATION LEAVE

- 18.01 (1) For each calendar month in which a permanent employee received at least ten (10) days pay he shall earn vacation leave with pay at the following rates:
- i) one and one-quarter (1 $\frac{1}{4}$) days per calendar month (15 working days) if he has completed less than two (2) years of continuous service.
 - ii) one and two-thirds (1 $\frac{2}{3}$) days per calendar month (20 working days) upon completion of two (2) years and less than ten (10) years continuous service.
 - iii) two and one twelfth (2 $\frac{1}{12}$) days per calendar month (25 working days) upon completion of ten (10) years continuous service.

- (2) Full-time casual employees who have continuously worked for four (4) months will be considered a permanent employee with the same vacation leave benefits as permanent employees.
- (3) Part-time employees, and casual employees who have been employed less than four (4) months, will receive vacation pay at the rate of four (4) percent of gross earnings, with each pay cheque.
- (4) The Hamlet will make every reasonable effort in granting vacation leave with pay:
 - i) not to call an employee to duty after he has began vacation leave;
 - ii) to grant the employee vacation leave at a time specified by him;
 - iii) to authorize vacation leave as soon as possible after the employee applied for such leave;

- iv) to schedule vacation leave on an equitable basis and when there is no conflict with the interests of the Hamlet or other employees, according to the wishes of the employees;
 - v) When two (2) or more employees request the same vacation period, seniority (length of service) will govern.
- (5) When, during vacation leave, an employee:
- i) is granted special leave because there is death in his immediate family;

- ii) is granted special leave because of illness in his family;
- iii) is granted sick leave and produces a medical certificate;

The period of vacation leave so displaced will either be added to the vacation period, if requested by the employee and approved by the Employer, or reinstated for later use.

- (6) If in any fiscal year an employee has not **used** all of his vacation leave, the unused vacation leave will be carried over into the following fiscal year. Unused vacation leave credits will not be over ten (10) days, any over 10 days will be paid in cash at the end of each fiscal year.
- (7) Upon request of an employee, and with the approval of the Employer, earned vacation leave may be liquidated in cash.
- (8) When, during any period of vacation leave, an employee is recalled to duty, he will be reimbursed for reasonable expenses as normally defined by the Employer, that he incurs:
 - i) in getting to his workplace;

- ii) in respect to non-refundable deposits or prearrangement associated to his vacation;
- iii) in returning to the place from which, he is recalled if he immediately resumes vacation upon completing the assignment for which he was recalled.

18.02 Where an employee dies while in the service of the Employer his estate shall be paid the full payroll value on any vacation days accumulated but unused.

VACATION TRAVEL ASSISTANCE

18.03 (a) Permanent employees shall be entitled, subsequent to the successful completion of their probationary period, to vacation travel assistance once in each fiscal year. Vacation travel assistance shall be limited to the cost of actual return air travel, Arviat to Winnipeg, for the employee, the employee's spouse, and each dependent child.

(b) Any employee who is eligible for vacation travel assistance may choose to receive a land travel allowance as an alternative to the provision of air travel assistance. The total allowance payable shall, be limited to a maximum of the \$2,750.00, calculated according to the following:

Employee	\$900.00
Employee's Spouse	\$600.00
Employee's Dependent Children	\$250.00

(c) Where the spouse of an employee is eligible for any vacation travel assistance from the spouse's employer, the employee's entitlement shall be limited to (a) or (b) above as a single person.

ARTICLE 19

SPECIAL LEAVE

CREDITS

19.01 An employee shall earn special leave credits at the following rates up to a maximum of twenty-five (25) days:

- (a) one-half ($\frac{1}{2}$) day for each calendar month in which he received pay for at least ten (10) days, or
- (b) one-quarter ($\frac{1}{4}$) day for each calendar month in which he received pay for less than ten (10) days.

As credits are ~~used~~, they may continue to be earned.

- 19.02 (a) Upon provision of sufficient notice an employee shall be granted special leave with pay for up to five consecutive working days for the following:
- i) when there is a death in the employee's immediate family;
 - ii) when an employee is to be married;
 - iii) when a spouse, dependent member of the family, or a relative who permanently lives with the employee becomes ill, provided that the employee provides, to the Senior Administrative Officer, a medical certificate confirming such illness:

- iv) in a serious household or domestic situation;
- v) on birth or adoption of a child to the employee's immediate family: or
- vi) in extraordinary circumstances warranting leave.

CASUAL LEAVE

- 19.03 One special leave day may be granted per fiscal year to allow an eligible employee to attend to personal business such as a meeting with a lawyer, adoption agency or ~~for~~ an employment interview. Such leave shall not be unreasonably denied.

ARTICLE 20

SICK LEAVE

CREDITS

- 20.01 Permanent employees shall earn sick leave credits to a maximum accumulation of seventy (70) days at the rate of one-quarter days per month in which the employee has received pay for a minimum of ten (10) days.

20.02 In circumstances where sick leave would be authorized but the employee has insufficient or no sick leave credits, he may be granted sick leave in advance to a maximum of five (5) days which will be charged against future credits as earned. If the employee dies, or is laid off before authorized unearned sick leave has been liquidated, no recovery shall be made from the employee's estate.

20.03 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) consecutive 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.

ARTICLE 21

OTHER TYPES OF LEAVE

COURT LEAVE

21.01 Leave of absence with pay shall be given to every employee who is required:

- a) to serve on a jury and the jury selection, process; or
- b) by subpoena or summons to attend as a witness in any proceeding held:
 - (i) in or under the authority of a court of justice or before a grand jury;
 - (ii) before a court, judge, justice, magistrate, or coroner;

INJURY ON D U N LEAVE

21.02 An employee will be granted injury-on-duty leave with pay for such reasonable period as may be determined by the Employer, where it is determined by the Worker's Compensation Board that he is unable to perform his duties because of:

- i) personal injury accidentally received in the performance of his duties and not caused by the employee's willful misconduct; or
- ii) sickness resulting from the nature of his employment

If the employee agrees to pay the Employer any amount received by him for loss of wages in settlement of any claim he may have in respect of such injury or sickness, providing that such amount is not from a personal disability policy.

MATERNITY LEAVE

- 21.03 (a) An employee, who becomes pregnant, shall notify the Employer of her pregnancy at least 15 weeks prior to the expected date of 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.
- (b) The Employer shall:
- i) 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 the pregnancy.
 - ii) grant maternity leave without pay to an employee to commence earlier than eleven (11) weeks before the expected termination of the pregnancy;

- (c) The Employer may where. maternity leave without pay is requested, require an employee to submit a medical certificate certifying pregnancy.
- (d) Leave granted under this Clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay.

EMERGENCY LEAVE

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

ADOPTION LEAVE

- 21.05 (a) An employee who intends to request adoption leave without pay will notify the employer as soon as possible.

- (b) An employee may request adoption leave without pay at least four (4) weeks before accepting custody of a child below the age of majority and, subject to section (b) of this clause, may be granted adoption leave without pay for a later date requested by the employee and ending not later than twenty-six (26) weeks after the date of accepting custody.
- (c) The Employer may:
 - i) defer the starting of adoption leave without pay at the request of the employee.
 - ii) grant the employee adoption leave with less than four (4) weeks notice.
- (d) Where the Employer is satisfied that adoption leave without pay is required, such leave will not be unreasonably withheld.
- (e) Adoption leave utilized by an employee-couple in conjunction with the adoption of a child shall not exceed a total of twenty-six (26) weeks for both employees combined.

ARTICLE 22

HOURS OF WORK

- 22.01 The normal hours of work for employees shall be 40 hours per week, except that some functions may be scheduled to work less hours. Normal hours of work for office staff shall be 37.5 hours per week. A normal day of *work* shall include provision, appropriate for the actual working day scheduled, for a one hour lunch break or one hour supper break, or both.
- 22.02 Employees shall be entitled to a rest period, with pay, of fifteen (15) minutes duration commencing on or about mid-morning and shall be entitled to a rest period with pay of fifteen (15) minutes duration commencing on or about mid-afternoon.

ARTICLE 23

OVERTIME

- 23.01 In this Article:
- (a) "Straight time rate" means the hourly rate of remuneration.

(b) "Time and One-half" means one and one-half times the straight time rate.

(c) "Double time" means twice the straight time.

23.02 (a) An employee who is required to work overtime will be paid overtime rates for each completed fifteen (15) minutes of overtime worked by him subject to a minimum payment of one hour at the overtime rate.

(b) Overtime pay will be:

i) Time and one half for the first four (4) hours of overtime.

ii) Double time for all hours of overtime after the first four (4) consecutive hours of overtime, and for all hours worked on the second day of rest.

(c) The Employer and the employee may agree on an arrangement to allow the employee compensatory time-off equal to hours worked.

ARTICLE 24

PAY

- 24.01 Employees are entitled to be paid for services rendered for the classification and position to which they are appointed at the pay rated specified in the Appendix attached.
- 24.02 Employees shall be paid on a bi-weekly basis. Cheques shall be distributed to employees at their place of work in a confidential manner. The cheques shall be itemized and show bi-weekly deductions.
- 24.03
- 1) The employer agrees to pay the negotiated salary increases to every employee not later than the month following the month in which this Agreement is signed and not later than the month following the month in which any subsequent salary increases become effective.
 - 2) The Employer agrees to pay any retroactive remuneration for salary increases, and allowances not later than two months following the month in which the Agreement is signed.

- 3) Retroactive pay shall be issued on a separate cheque.

ARTICLE 25

SEVERANCE PAY

- 25.01 (a) An employee who has one (1) year or more of continuous service and who is laid off is entitled to severance pay at the time of lay-off. The amount of severance pay will be two (2) weeks pay for the first complete year of continuous employment and one (1) week pay for each consecutive complete year of continuous employment and less any period in respect of which he was granted severance pay by the Employer from any previous lay-offs. The total amount of severance pay will not be more than twenty-eight (28) weeks of pay.

(b) If **any** employee dies, there will be paid to his estate an amount calculated as follows:

2 x weekly rate of pay immediately prior to death

times (x)

number of years of continuous service (max 30 years)

regardless of any other benefit payable.

ARTICLE 26

LAY-OFF AND JOB SECURITY

26.01 Lay-off shall be enacted on the basis of seniority across the Bargaining Unit except that the Employer may at its full discretion opt to retain, employees who would otherwise be identified for lay-off, by virtue of their specialized qualifications, abilities and experience.

ARTICLE 27

STATEMENT OF DUT

27.01 When an employee is first hired, the Employer shall provide the employee with a statement of his or her duties, responsibilities, and terms of employment.

The employee shall be provided with a copy of any revisions to those duties responsibilities and terms of employment when the Employer enacts such revisions.

Any employee may request a copy of his or her Statement of Duties, and will be provided with same.

ARTICLE 28

**EMPLOYEE PERFORMANCE REVIEW AND
EMPLOYEE FILES**

- 28.01 (a) 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.

As a part of an annual review or annually where a review is not provided, an employee can request that any document relating to discipline be removed from the file of an employee and destroyed. If two reviews or two years pass without further disciplinary action for similar reasons the request shall be granted.

(b) The formal review of an employee's performance shall also incorporate an opportunity for the employee to state his 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.

28.02 Upon 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 Employer. With written authorization from the employee, a representative of the Union shall be given the opportunity to review that employee's file and make any copies that may be needed.

28.03 1) The evaluator who assesses an employee's performance may complete the evaluation on the basis of the period that he has direct knowledge of the employee's performance.

- 2) Where an employee is required to attend a meeting with the Employer to deal with matters that are of a disciplinary nature, the employer shall provide 24 hours written notice to the employee of the meeting and of the employee's right to have a representative of the Union in attendance.
- 3) Only one file per employee for the purposes of performance evaluation and discipline shall exist.

ARTICLE 29

CLASSIFICATION

- 29.01** The Employer may introduce new classifications during the term of the Collective Agreement. The wage rate for such new classification shall be negotiated with the Union.

ARTICLE 30

ADJUSTMENT OF DISPUTES

- 30.01** (1) The Employer and the Union recognize that grievances may arise in the following circumstances :

- (a) by the interpretation or application of:
 - i) a provision of this Collective Agreement; or
 - ii) a provision in a regulation, directive, or other instrument made or issued by the Employer which is inconsistent with the existing interpretation or established practice related to the application of this Collective Agreement.
 - (b) disciplinary action resulting in a lasting financial penalty, demotion, or dismissal.
- (2) Accordingly, either of the parties may, after exhausting the grievance procedure in this Article, notify the other party in writing within (30) days of the receipt of the reply at the Second Level, of a desire to submit the difference to arbitration, except that a grievance arising out of a dismissal shall be immediately moved to and be considered at, the Final (arbitration) Level.

- 30.02** (1) An employee or the Union who wishes to present a grievance at any prescribed level in the grievance procedure, shall transmit this grievance to the representative of the Employer authorized to deal with grievance at the appropriate level.
- (2) The grievance shall specify the nature of the incident, concern or problem giving rise to the grievance, along with the Article of the Collective Agreement if applicable in the matter, and specify the remedy sought.
- 30.03** 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.
- 30.04** Except as otherwise provided in this Agreement a grievance shall be processed by recourse to the following steps:
- (a) First Level (Secretary-Manager)
 - (b) Second Level (Hamlet Council)
 - (c) Final Level (Arbitration)

- 30.05 The Union shall have the right to consult with the Employer with respect to a grievance at each or any level of the grievance procedure.
- 30.06 An employee or the Union may present a grievance to the first level of the procedure in the manner prescribed in Clause 30.02 no later than thirty (30) calendar days of the date on which he first becomes aware of the action or circumstances giving rise to the grievance.
- 30.07 The Employer shall reply in writing to a grievance within fourteen (14) days at Level 1 and within thirty (30) calendar days at Level 2.
- 30.08 An employee or the Union may present a grievance at each succeeding level in the grievance procedure beyond the first level:
- (a) where the decision or settlement is not satisfactory to the grievor, within fourteen (14) calendar days after that decision or settlement has been conveyed in writing to him by the Employer; or

(b) where the Employer has not conveyed a decision to the grievor within the time prescribed in Clause 30.07 within fourteen (14) calendar days after the day the reply was due.

- 30.09 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.
- 30.10 No employee shall be dismissed without first being given notice in writing together with the reasons therefore, **twenty-four** hours prior to the dismissal. When the Employer dismisses an employee the grievance procedures shall apply except that the grievance may be initiated at the Final level.
- 30.11 The time limits stipulated may be extended by mutual agreement.
- 30.12 No proceedings under the Article are invalid by reason of any defect of form or any technical irregularity.

- 30.13 (1) The parties agree that arbitration referred to in this Article shall be by a single arbitration, and further that the single arbitrator shall be identified and mutually agreed by the parties within twenty-one (21) days after the referral has been made. In this process the parties shall make every effort to identify a mutually acceptable arbitrator who is prepared to undertake the arbitration hearing within thirty (30) days.
- (2) Where the parties cannot agree upon a mutually acceptable arbitrator, the matter of the selection and appointment of an arbitrator shall be referred to the Chief Judge of the Territorial Court whose decision as to the appointment shall be binding upon the parties.
- 30.14 (1) The arbitrator shall hear and determine the difference or dispute referring to the details of the grievance as originally presented, the Article of the Collective Agreement if applicable to the matter, and the remedy sought, and shall issue a decision which shall be final and binding upon the parties.

- (2) 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.
- (3) The award of the arbitrator shall be signed by him and copies thereof shall be transmitted to the parties to the dispute within sixty (60) days of the hearing.
- (4) The Employer and the Union shall each pay one-half (%) of the remuneration and expenses of the arbitrator and each party shall bear its own expenses in relation to such arbitration.

30.15 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 the Clerk of the Supreme Court of the Northwest Territories the complete decision of the arbitrator along with a request submitted in the prescribed form, for a judgment in the form of an order of compliance.

ARTICLE 31

NO CONTRACTING OUT

31.01 There shall be no contracting out of any work by the Employer if it would result in the lay-off, continuance of a lay-off or the reduction in hours of work of an employee.

ARTICLE 32

LABOUR MANAGEMENT COMMITTEE

- 32.01 A Labour/Management Committee will be formed to consult on matters of Safety and Health, and other matters of mutual interest.
- 32.02 The Labour/Management Committee shall be comprised of equal representation of the Union and the Employer, with each party choosing their respective representatives.
- 32.03 The Committee will meet at any time at the request of either party, but in any event will meet at least once every six (6) months.

ARTICLE 33

RIGHT TO REFUSE DANGEROUS WORK

- 33.01 An employee shall have the right to identify a potentially dangerous or hazardous work situation, to advise his supervisor immediately, and to refuse to work in that situation until the matter has been properly addressed and remedied.

ARTICLE 34

SUSPENSION AND DISCIPLINE

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

- 34.04** When employees are required to attend a meeting where a disciplinary decision concerning them is to be taken by the Employer, or a representative of the Employer, the employees are entitled to have, at their request, a representative of the Union attend the meeting.

ARTICLE 35

PENSION AND BENEFITS

- 35.01** The MEBA plans will be reviewed by the Labour/Management Committee, and then report back to its principals.

ARTICLE 36

ALLOWANCE

- 36.01** A Settlement Allowance will be paid to all permanent employees, and paid on a pro-rated basis to part time employees.
- 36.02** The amount of Settlement Allowance paid will be three thousand nine hundred \$3,900.00.



ARTICLE 37

HOUSING ALLOWANCE

- 37.01 Each employee who owns and resides in his own home will receive a homeowner subsidy of \$450.00 per month.

ARTICLE 38

DURATION AND RENEWAL

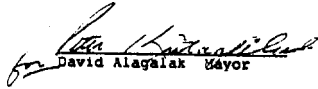
- 38.01 The term of this Agreement shall be from April 1, 1995 to March 31, 1997.
- 39.02 Notwithstanding 39.01, the provisions of this Agreement, including the provisions for the adjustment of disputes in Article 30, shall remain in effect during the negotiations for its renewal and until a new Agreement becomes effective.

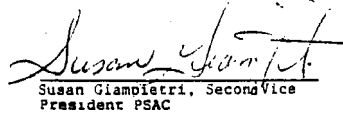
39.03 Within three (3) months preceding the termination of this Agreement, either party may, by written notice, require the other party to commence bargaining collectively with a view to the conclusion, renewal or revision of the Collective Agreement in accordance with Section 49 of the Canada Labour Code, Part I.

Signed this day the 4 of May 1995 in Arviat Nt.

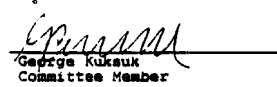
For the Hamlet of Arviat

For the Public Service
Alliance of Canada

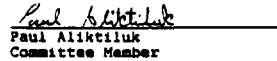

David Alagaliak Mayor

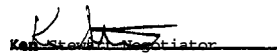

Susan Giampietri, Second Vice
President PSAC


George Saviqataaq Councillor


George Kukuk
Committee Member


Robert Lawson SAO


Paul Aliktiuk
Committee Member


Ken Stewart Negotiator

APPENDIX "A"

RATES OF PAY

Effective April 1, 1995
(per hour)

Finance Clerk	13.33
Out Reach Worker	16.13
Maintenance Supervisor	28.00
Journeyman Mechanic	27.99
Heavy Equipment Operator	23.41
Building Maintainer	19.00
By-Law Officer	13.33
Waste Vehicle Operator	14.00
Water/Sewage Truck Driver	15.51
Recreation Leader	18.36
Facility Maintainer	13.59
Observer/Communicator	20.98
Airport Maintainer	20.76
Library Worker	14.85
Custodian	13.50
Labourer	10.00

APPENDIX "A"

RATES OF PAY

Effective April 1, 1996

Finance Clerk	13.53
Out Reach Worker	16.37
Maintenance Supervisor	28.42
Journeyman Mechanic	28.41
Heavy Equipment Operator	23.76
Building Maintainer	19.29
By-Law Officer	13.53
Waste Vehicle Operator	14.21
Water/Sewage Truck Driver	15.74
Recreation Leader	18.64
Facility Maintainer	13.79
Observer/Communicator	21.29
Airport Maintainer	21.07
Library Worker	15.07
Custodian	13.70
Labourer	10.15