

**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE HAMLET OF WHALE COVE**

**AND**

**THE PUBLIC SERVICE ALLIANCE OF CANADA**

**as represented by its agent**

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

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**NUMERICAL INDEX**

<b><u>Article/Subject</u></b>	<b>Page</b>
1 Purpose of Agreement	1
2 Interpretation and Definitions	2
3 Recognition	11
4 Application	12
5 Future Legislation	13
6 Strikes and Lockouts	14
7 Energy Conservation	15
8 Employer Directives	15
9 Union Access to Employer Premises	16
10 Appointment of Representatives	16
11 Time-Off for Union Business	17
12 Check Off	22
13 Information	24
14 Seniority	25
15 Provision of Bulletin Board Space and Other Facilities	26
16 Designated Paid Holidays	27
17 Leave - General	30
18 Vacation Leave	31
19 Special Leave	39
20 Sick Leave	43
21 Other Types of Leave	47
22 Hours of <b>Work</b>	57

**NUMERICAL INDEX(Cont.)**

<b>Article/Subject</b>	<b>Page</b>
23 Overtime	60
24 Pay	63
25 Reporting Pay	69
26 Call-Back Pay	70
27 Shift Premium	72
28 Term Positions	72
29 Standby	73
30 Technological Change	74
31 Pay for Travel on Behalf of Employer	76
32 Severance pay	78
33 Lay-Off and Job Security	a i
34 Statement of Duties	85
35 Employee Performance Review and Employee Files	86
36 Classification	90
37 Adjustment of Disputes	91
38 No Contracting Out	100
39 Labour/Management Committee	100
40 Ultimate Removal Assistance	111
41 Safety and Health	112
42 Duty Travel	113
43 Civil Liability	116
44 Suspension and Discipline	118

**NUMERICA      EX(Cont.)**

<b><u>Article/Subject</u></b>	<b>Page</b>
45 Vacancies, Job Posting, Promotions, and Transfers	121
46 Present Conditions and Benefits	123
47 Promotional Opportunities	124
48 Retroactive Pay	124
49 Trades	125
50 Apprentices and Trainees	130
51 Tools	133
52 Wage Rates	134
53 Settlement Allowance	134
54 Credit for Previous Experience	135
55 Housing Allowance	136
56 Personal Use of Property and Equipment	137
57 Retirement Pension Plan	137
58 Re-Opener of Agreement and Mutual Discussions	138
59 Duration and Renewal	138
60 Casual Employees	140
61 Harassment	143
62 Deferred Salary Plan	146
63 Summer Save Days	157
64 Family Violence	158
Appendix "A" - Rates of Pay	

**ALPHABETICAL INDEX**

<b><u>Subject</u></b>	<b><u>Article</u></b>	<b><u>Page</u></b>
Adjustment of Disputes	37	91
Appendix "A" - Rates of Pay		
Application	4	12
Appointment of Representatives	10	16
Apprentices and Trainees	50	130
Call-Back Pay	26	70
Casual Employees	60	140
Check Off	12	22
Civil Liability	43	116
Classification	36	90
Credit for Previous Experience	54	135
Deferred Salary Plan	62	146
Designated Paid Holidays	16	27
Duration and Renewal	59	138
Duty Travel	42	113
Employee Performance Review and Employee Files	35	86
Employer Directives	8	15
Energy Conservation	7	15
Future Legislation	5	13
Harassment	61	143
Hours of Work	22	57
Housing Allowance	55	136

**ALPHABETICAL INDEX (Cont.)**

<b><u>Subject</u></b>	<b><u>Article</u></b>	<b><u>Page</u></b>
Information	13	24
Interpretation and Definitions	2	2
Labour/Management Committee	39	100
Lay-Off and Job Security	33	81
Leave - General	17	30
No Contracting Out	38	100
Other Types of Leave	21	47
Overtime	23	60
Pay for Travel on Behalf of Employer	31	76
Pay	24	63
Personal Use of Property and Equipment	56	137
Present Conditions and Benefits	46	123
Promotional Opportunities	47	124
Provision of Bulletin Board Space and Other Facilities	15	26
Purpose of Agreement	1	1
Re-Opener of Agreement and Mutual Discussions	58	138
Recognition	3	11
Reporting Pay	25	69
Retirement Pension Plan	57	137
Retroactive Pay	48	124

**ALPHABETICAL INDEX (Cont.)**

<b><u>Subject</u></b>	<b><u>Article</u></b>	<b><u>Page</u></b>
Safety and Health	41	112
Seniority	14	25
Settlement Allowance	53	134
Severance pay	32	78
Shift Premium	27	72
Sick Leave	20	43
Special Leave	19	39
Standby	29	73
Statement of Duties	34	85
Strikes and Lockouts	6	14
Suspension and Discipline	44	118
Technological Change	30	74
Term Positions	28	72
Time-Off for Union Business	11	17
Tools	51	133
Trades	49	125
Ultimate Removal Assistance	40	111
Union Access to Employer Premises	9	16
Vacancies, Job Posting, Promotions, and Transfers	45	121
Vacation Leave	18	31
Wage Rates	52	134



## **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 of Whale Cove 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) "Alliance" means the Public Service Alliance of Canada.
- (b) "Allowance" means compensation payable to an employee in addition to his regular remuneration payable for the performance of the duties of his position.
- (c) "Bargaining Unit" means all employees of the Employer except the Senior Administration Officer, Administration Officer, Municipal Constable, and By-Law Officer.
- (d) "Casual Employee" means a person employed by the Employer for work of a temporary nature. A casual employee is a member of the Bargaining Unit.
- (e) " C o m m i t t e e " m e a n s t h e 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) (i) "Continuous Employment" and "Continuous Service" means uninterrupted employment with the Employer;
- (ii) with reference to re-appointment of a 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;

- (iii) where an employee other than a casual ceases to be employed for a reason other than dismissal, abandonment of position or rejection on probation, and is re-employed within a period of three months, his periods of employment for purposes of superannuation, sick leave, severance pay and vacation leave and vacation travel benefits shall be considered as continuous employment.
- (iv) "Continuous operation" means any operation in which in each seven day period operations once commenced normally continue day and night without cessation until the completion of the regularly scheduled operations for that period.
- (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 other than by reason of his being on leave of absence.

- (i) "Demotion" means the appointment of an employee for reasons of misconduct, incompetence or incapacity, to a new position for which the maximum pay is less than that of his former position.
- (j) "Dependant" means a person who is the employee's spouse (including common-law), child, step-child, adopted child who is under twenty-one 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 goods and equipment and personal effects of employees and their dependants at the time of their move, including all-terrain vehicles (summer and winter) but does not include automobiles, boats, motorcycles, trailers, animals, or foodstuffs. However, where a continuing employee is moved from one community to another within the Northwest Territories he may include in his effects and foodstuffs.

- (l) "Employee" means a member of the bargaining unit.
- (m) "Employer" means the Whale Cove Hamlet Council.
- (n) "Federal Rate" means the Federal duty travel meal and mileage rates as approved by the Treasury Board.
- (o) "Fiscal Year" means the period of time from April 1, in one year to March 31, in the following year.
- (p) "Grievance" means a complaint in writing that an employee, group of employees, or the Union submits to management, to be processed through the grievance procedure.
- (q) "Headquarters" when modified by the word "employees" means the settlement in which the employee's position is located.
- (r) "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.

- (s) "Lay-off" means an employee whose employment has been terminated because of lack of work.
- (t) "Leave of Absence" means absence from duty with the Employer's permission.
- (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 initiation fee, or insurance premium.
- (v) "Overtime" means work performed by an employee in excess of or outside of his regularly scheduled hours of work.
- (w) "Point of Departure" means: Winnipeg.
- (x) "Probation" means a period of five (5) months from the day upon which an employee is first appointed or a period of three (3) months after an employee has been transferred or promoted from within. If an employee does not successfully complete his probationary period on transfer or promotion the Employer shall appoint him to a position comparable to the one from which he was transferred or promoted.

- (y) "Promotion" means the appointment of an employee to a new position, the maximum rate of pay of which exceeds that of his former position by at least:
  - (i) the minimum increment in the new position; or
  - (ii) 4 percent of the maximum rate of pay of the former position where the new position has only one rate of pay.
  
- (z) "Rates of Pay"
  - (i) "weekly rate of pay" means an employee's annual salary divided by 52.176;
  - (ii) "daily rate of pay" means an employee's weekly rate of pay divided by five (5);
  - (iii) "hourly rate of pay" means an employee's daily rate of pay divided by his 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.



- (aa) "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.
- (bb) "Seniority" means length of service with the Employer.
- (cc) "Transfer" means the appointment *of* an employee to a new position, that does not constitute a promotion or demotion.
- (dd) "Union" means the Public Service Alliance of Canada as represented **by** its agent the Union of Northern Workers.
- (ee) "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.

- (ff) "Work Stoppage" means a cessation of work or a refusal to continue to work by employees, in combination or in concert or in accordance with a common understanding, and a slowdown of work or other concerted activity on the part of employees in relation to their work that is designed to restrict or limit output.
  
- 2.02 Except as otherwise provided in this Agreement, expressions used in this Agreement:
  - (a) if defined in the Interpretation Act, but not defined elsewhere in this Agreement have the same meaning as given to them in the Interpretation Act.
  
- 2.03 Where the 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, marital status, (including common-law relationships), family status, sexual orientation, criminal offence for which a pardon has been granted, mental or physical disability (except for employment equity programmes), by reason of Union membership or activity nor by exercising their rights under the Collective Agreement.

## RECOGNITION

- 3.03 The Employer shall make every reasonable effort to find alternate employment for an employee who becomes mentally and/or physically disabled.

## ARTICLE 4

### APPLICATION

- 4.01 The provisions of this Agreement apply to the Union, the employees, and the Employer.
- 4.02 Except as provided otherwise, part time Employees shall be entitled to all eligible benefits provided under this Agreement in the same proportion as their weekly hours of work compare to the standard work week.
- 4.03 Feminine, masculine, singular and plural pronouns used in this Agreement shall be interchangeable in the interpretation of this Agreement except where specifically precluded by the context.

- 4.04 The Employer shall share equally with the Union all costs associated with the printing and distribution of the Collective Agreement to a maximum *of* one hundred and fifty dollars (\$150.00). The Union will facilitate said printing and distribution.

## **ARTICLE 5**

### **FUTURE LEGISLATION**

- 5.01 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, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement. When this occurs the Collective Agreement shall be re-opened upon the request *of* either party and negotiations shall commence with a view to finding an appropriate substitute for the annulled or altered provision.

## CONFLICT OF PROVISIONS

- 5.02 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, unless the Employer is compelled by law to issue and enforce such regulation, direction of other instrument.

## ARTICLE 6

### STRIKES AND LOCKOUTS

- 6.01 There shall be no lockout by the Employer and no work stoppage, by any employee(s) during the term of this Collective Agreement.
- 6.02 No employee shall be required to facilitate a struck employer. No employee shall suffer a loss of pay or benefits as a result of a refusal to facilitate a struck employer.

**ARTICLE 7**

**ENERGY CONSERVATION**

- 7.01 The Employer and employees agree that energy conservation is of prime importance to all parties. Efforts will be continually made to ensure that energy is conserved to the end that energy is not needlessly used.

**ARTICLE 8**

**EMPLOYER DIRECTIVES**

- 8.01 The Employer shall provide the Union with a copy of all Personnel Directives. Where the Employer proposes to issue a Personnel Directive which is intended to clarify the interpretation or application of the Collective Agreement, the Employer shall endeavour to consult with the Union prior to issuing the directives and will consult with the Union as soon as is practicable.

ARTICLE 9

UNION ACCESS TO EMPLOYER PREMISES

- 9.01 Upon reasonable notice, the Employer shall permit access to its work premises of an accredited representative of the Union.
- 9.02 The Union representative will endeavour to notify the Employer in advance of a visit to the workplace and will inform him of actual visits made as soon as is practicable

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 a reasonable period.
- 10.02 The Union shall determine the jurisdiction of each representative, having regard to the grievance procedure covered by this Agreement.



**ARTICLE 11**

**TIME-OFF FOR UNION BUSINESS**

**ARBITRATION HEARINGS (Disputes)**

- 11.01 (a) At the Union's request the Employer will grant leave with pay to a reasonable number of employees representing the Union before an Arbitration hearing;

**Employee called as a Witness**

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

**ARBITRATION HEARING (Grievance)**

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

Employee who acts as a Representative

- (b) 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

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

11.03 Where an employee and his representative are involved in the process of his or her grievance they shall be granted time off.

- (a) when the discussions take place at his or her place of duty, leave with pay and,
- (b) when the discussions take place outside his or her place of duty, leave without pay.

CONTRACT NEGOTIATIONS MEETINGS

11.04 The Employer will grant leave without loss of pay for two (2) employees for the purpose of attending contract negotiations on behalf of the Union for the duration of such negotiations.

PREPARATORY CONTRACT NEGOTIATIONS  
MEETINGS

- 11.05 The Employer will grant leave without pay to a reasonable number of employees to attend preparatory negotiations meetings.

MEETINGS BETWEEN EMPLOYEE  
ORGANIZATIONS AND MANAGEMENT

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

EMPLOYEE ORGANIZATION EXECUTIVE COUNCIL  
MEETINGS, CONGRESS AND CONVENTIONS

- 11.07 The Employer will grant reasonable leave without pay *to* a reasonable number of employees to attend executive council meetings and conventions of the Alliance, the Union, the Canadian Labour Congress and the N.W.T. Federation of Labour.

REPRESENTATIVES TRAINING COURSE

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

TIME-OFF FOR REPRESENTATIVES

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

- 11.10 The Employer will grant leave without pay for one (1) employee:
- (a) to participate as a delegate to constitutional conferences or other similar forums mandated by territorial legislation; and
  - (b) to present briefs to commissions, boards and hearings that are mandated by territorial legislation or the Federal Government and whose area of interest is of concern to organized labour.
- 11.11 An employee elected into a full time Union position shall **be** granted leave of absence for the term of office. During this leave of absence the employee shall maintain all rights and benefits to which he/she is entitled to under the Collective Agreement.

**ARTICLE 12**

**CHECK OFF**

- 12.01 Effective the first of the month following the signing of this Agreement, the Employer will, as a condition of employment, deduct an amount equal to the amount of membership dues from the pay of all employees in the Bargaining Unit.
- 12.02 The Union shall inform the Employer in writing of the authorized deduction to be checked off for each employee within the Bargaining Unit.
- 12.03 For the purpose of applying Clause 12.01, deductions from pay for each employee will occur on a bi-weekly basis and will apply to the extent that earnings are available. Where an employee does not have sufficient earnings in respect of any bi-weekly period to permit deduction, the Employer shall not be obligated to make such deductions from subsequent salary.

- 12.04 From the date of signing and for the duration of this Agreement no employee organization, other than the Union, shall be permitted to have membership fees deducted by the Employer from the pay of the employees in the Bargaining Unit.
- 12.05 The amounts deducted in accordance with Clause 12.01 shall be remitted to the Comptroller of the Alliance by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on his behalf.
- 12.06 The 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 except for any claim or liability arising out of an error committed by the Employer.
- 12.08 The Employer agrees to identify annually on each employee's T-4 slip the total amount of Union dues deducted for the preceding year.

- 12.09 Employer will deduct PSAC Group Life Insurance premiums from payroll and remit to PSAC.

**ARTICLE 13**

**INFORMATION**

- 13.01 The Employer agrees to provide the Union on a monthly basis, with information concerning the identification of each member in the Bargaining Unit. This information shall include the name, location, job classification and social insurance number of all employees in the Bargaining Unit.

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

- 13.02 The Employer shall make available to each employee a copy of the Collective Agreement.
- 13.03 The Employer agrees to make available to each new member of the Bargaining Unit a copy of the Collective Agreement upon his appointment.



- 13.04 The Employer shall provide the Union with a report of all newly created positions, including those excluded from the bargaining unit.

#### **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 A newly hired employee shall be on probation for a period of five (5) months. During the probationary period, the employee shall be entitled to all rights and benefits of this agreement except the right to grieve a termination.
- 14.03 The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. The seniority list shall be kept up-to-date, a copy of which shall be posted on the bulletin board, and shall be sent to the Union every six months.

**ARTICLE 15**

**PROVISION OF BULLETIN BOARD  
SPACE AND OTHER FACILITIES**

- 15.01 The Employer shall provide bulletin board space in each location clearly identified for exclusive Union use.
- 15.02 The Employer shall make available to the Union and the members of the Bargaining Unit a suitable meeting room to be used from time to time for the conducting of business relating to the Bargaining Unit.
- 15.03 The Employer will process any mail originating from the Union addressed to all employees in accordance with the Employer's normal internal mail distribution system.
- 15.04 A representative of the Union shall have the right at an employee orientation course to make a presentation of up to sixty minutes. The representative of the Union shall be granted leave with pay.

**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) Heritage Day;
  - (c) Good Friday;
  - (d) Easter Monday;
  - (e) Victoria Day;
  - (f) Canada Day;
  - (g) Civic Holiday, The first Monday in August;
  - (h) Labour Day;
  - (i) Thanksgiving Day;
  - (j) Remembrance Day;

(k) Christmas Day;

(l) Boxing Day;

(m) One day discretionary leave to be determined by the employee and the Employer.

(2) A paid holiday shall also be granted to all employees on any special day proclaimed by the Government of Canada, the Commissioner of the NWT, the Commissioner of Nunavut or the Hamlet of Whale Cove.

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 Where a day that is a designated holiday for an employee falls within a period of leave with pay, the holiday shall not count as a day of leave.
- 16.06 An employee shall not be required to work both Christmas and New Year's Day, unless an emergency requires it.

**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 When an employee is in receipt of an extra allowance and is granted leave with pay, he is entitled during his period of leave to receive the allowance if the special or extra duties in respect of which he is paid the allowance were assigned to him on a continuing basis.
- 17.03 During the month of May in each year the Employer shall inform each employee in the Bargaining Unit in writing of the balance of his special, sick and vacation leave credits as of the 31st day of March.
- 17.04 If, at the end of the fiscal year, an employee's entitlement to vacation leave with pay includes a fractional entitlement of less or more than one-half day the entitlement shall be increased as follows:

(a) to a half day if the fractional entitlement is less than one-half day;

(b) to a full day if the fractional entitlement is more than one-half day.

17.05 When the Employer rejects an employee's application for leave, the reasons for the rejection shall be provided to the employee in writing if so requested by the employee.

17.06 An employee request for any leave shall be responded to **by** the Employer as soon as the Employer can practically do so.

## **ARTICLE 18**

### **VACATION LEAVE**

#### **ACCUMULATION OF VACATION LEAVE**

18.01 (1) For each month of a fiscal year in which an employee receives pay for at least ten (10) days, he 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 eight (8) years of continuous service is completed.
- (c) two and one-twelfth ( $2\frac{1}{12}$ ) days each month commencing in the month after completion of eight (**8**) years of continuous service and ending in the month that fifteen (15) years of continuous service is completed.
- (d) two and one-half ( $2\frac{1}{2}$ ) days each month commencing in the month after completion of fifteen (15) years of continuous service and ending in the month that twenty (20) years of service is completed.
- (e) Three (3) days each month commencing in the month after completion of twenty (20) years of continuous employment.



- (2) (a) The accumulated service for part-time employees shall be counted for the improved vacation leave entitlements in paragraphs (b), (c), (d), and (e) of section (1) of this clause.

GRANTING OF VACATION LEAVE

- 18.02 (1) In granting vacation leave with pay to an employee, the Employer shall make every reasonable effort to:
  - (a) schedule vacation leave for all employees in the fiscal year in which it is earned;
  - (b) not recall an employee to duty after he has proceeded on vacation leave;
  - (c) grant the employee his vacation leave during the fiscal year in which it is earned at the time specified by him with a minimum of seven (7) days notice to the Employer.

- (d) comply with any request made by an employee before January 31, that he be permitted to use in the following fiscal year any period of vacation leave of four (4) days or more earned by him in the current year;
- (e)
  - (i) grant the employee vacation leave for at least up to five (5) consecutive weeks depending upon his vacation entitlements when so requested by the employee; and
  - (ii) recognize Seniority on preference for a vacation period.
- (f) to grant the employee his vacation leave when specified by the employee if the period of vacation leave is less than a week, providing the employee gives the Employer reasonable advance notice.

- (2) The Employer shall reply to the request for vacation leave submitted by the employee as soon as possible after the request has been received. If an employee's request for vacation leave for a period of 5 days or more is not responded to within 14 calendar days, the employee's days have been deemed to have been granted. Where the Employer has proposed to change, reduce or deny the vacation leave requested by the employee, the Employer shall provide the employee with the reasons, in writing, for such change, reduction or denial of vacation leave, and such change, reduction or denial shall be subject to Article 37 of this Collective Agreement.
- 18.03 Where in respect of any period of vacation leave, an employee:
- (a) is granted special leave, when there is a death in his immediate family as defined in Article 19; or
  - (b) is granted special leave with pay because of illness in 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.

- 18.04 In the event that an employee returns to work later than anticipated due to a delay of the aircraft, additional vacation days shall be advanced to the employee. These additional days will be deducted as they are later accumulated by the employee.
- 18.05 Employees are permitted to carry over vacation credits from one year to the next to a maximum of two (2) weeks. An employee may opt to liquidate vacation leave credits in cash.
- 18.06 Due to emergency operational requirements the Employer may alter an employees vacation period unless.
- (i) The employee has made non-refundable deposits in view of his vacation or:
  - (ii) The employee's spouse has arranged a vacation period which coincides with the employee.

LEAVE WHEN                      EMPLOYMENT TERMINATES

18.07 Where an employee dies or otherwise terminates his employment:

- (a) 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, or
- (b) 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 because of a requirement to meet the minimum service requirements for severance pay. This request shall be made as far in advance as is possible.
- (c) at the employee's request, the Employer shall divide the amount owing as specified in (a) above by four, and shall attach this amount to the employees regular earnings over a four pay period. Adequate notice must be given by the employee.

VACATION TRAVEL ASSISTANCE

- 18.08 All employees and dependants on vacation leave shall be entitled to a cash equivalent of the Return Economy Class airfare between Whale Cove and Winnipeg once every fiscal year.

TRAVEL TIME

- 18.09 Vacations shall be lengthened by two (2) work days for the purposes of travel time, and monies from these two (2) days shall be paid prior to the employees vacation period.
- 18.10 An employee with five (5) years or more continuous employment shall be paid a second VTA at the following rate:

Employee	\$600.00
Spouse	\$600.00
Dependents	\$300.00

**ARTICLE 19**

**SPECIAL LEAVE**

**CREDITS**

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

- (a) one-half ( $\frac{1}{2}$ ) day for each calendar month 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 up *to* the maximum.

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

- (1) The Employer shall grant special leave earned with pay for a period of up to five (5) consecutive working days:
  - (a) when there **is** a death in the employee's immediate family;
  - (b) when an employee is to be married.
- (2) The Employer may grant an employee special leave with pay for a period of up to five (5) consecutive working days:
  - (a)
    - (i) where a member of the immediate family becomes ill (not including childbirth) and the employee is required to care for his dependants or for the sick person;
    - (ii) where a member of the immediate family residing outside the employee's community of residence becomes seriously ill.
  - (b) where special circumstances not directly attributable to the employee prevent his reporting to duty, including but not restricted to:



- (i) serious household or domestic emergencies.
  - (ii) a transportation tie-up if the employee makes every reasonable effort to report for duty;
  - (iii) serious community emergencies, where the employee is required to render assistance;
- (c) in the event of the death of the employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law.
- (d) Such leave will not be unreasonably withheld.

19.03 Special leave in excess of five (5) consecutive working days *for* the purposes enumerated in Clause 19.02 may only be granted with the Employer's approval.

- 19.04 An employee shall be granted special leave with pay up to a maximum of one (1) working day on the occasion of the birth of his child. An employee shall be granted special leave with pay up to a maximum of one (1) working day on the occasion of the adoption of a child. This leave may be divided into two parts and taken on separate days. Under special circumstances the Employer may extend this period to a maximum of three (3) working days.

#### ADVANCE OF CREDITS

- 19.05 Where an employee has insufficient credits to permit the granting of special leave within the meaning of this Article, leave up to a maximum of five (5) days, may, at the discretion of the Employer be granted, subject to the deduction of such advance leave from any special leave credits subsequently earned.

#### CASUAL LEAVE

- 19.06 (1) Other Casual Leave

The Employer may grant an employee casual leave with or without pay for other purposes of a special or unusual nature.

- (2) Employees shall be granted casual leave with pay to a maximum of one day per occurrence where the employee's physician requires him to attend regular or recurring medical treatments and checkups. The Employer may require appropriate documentation.
- (3) Employees shall be granted casual leave with pay under the following circumstances:
  - (i) two (2) hours of leave with pay for an appointment with (or to accompany a dependant family member to or from) a doctor, dentist, or lawyer, school authorities, or adoption agencies.

## ARTICLE 20

### SICK LEAVE

#### CREDITS

- 20.01 An employee shall earn sick leave credits at the rate of one and one-half (1½) days for each calendar month for which he receives pay for at least ten (10) days.

20.02 Subject to (a) and (b) below, and to the remainder of this Article, all absences on account of illness on a normal working day (exclusive of designated holidays) shall be charged against an employee's accumulated sick leave credits.

(a) There shall be no charge against an employee's sick leave credits when his absence on account of illness is less than one-half day and the employee has been on duty for at least two (2) hours:

(b) Where the period of absence on account of illness is at least one-half ( $\frac{1}{2}$ ) day but less than a full day, one-half ( $\frac{1}{2}$ ) day only shall be charged as sick leave.

20.03 Where leave of absence without pay is authorized for any reason, or an employee is laid-off because of lack of work, and the employee returns to work upon expiration of such leave of absence or lay-off, he shall earn sick leave credits for each month in which he worked at least ten (10) days and shall retain any unused **sick** leave existing at **the** time **of** lay-off or commencement **of** leave without pay.

- 20.04 In circumstances where sick leave would be authorized but the employee has insufficient or no sick leave credits, he shall be granted sick leave in advance to a limit of ten (10) days which shall be charged against future credits as earned. If the employee dies before authorized unearned sick leave has been liquidated, no recovery shall be made from the employee's estate. The number of days granted shall be at the discretion of the Employer, but shall not be unreasonably withheld.
- 20.05 (1) When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for a concurrent period, there shall be no charge against his sick leave credits for the period of concurrency.
- (2) An employee is not eligible for sick leave during any period in which he is on lay-off or under suspension.
- (3) Sick leave is not normally granted when an employee does not intend, or will be unable to return to duty at the expiration of sick leave. All exceptions must be approved by the Senior Administrative Officer.

## TRAVEL TIME

- 20.06 Every employee who is proceeding to a medical centre will be granted leave of absence with pay which is not 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 point of departure and return.
- 20.07 At the end of the fiscal year, if an employee has not used any sick leave credits then five (5) of his sick leave credits are converted to vacation leave. The other days of sick leave credits are credited to his sick leave bank. If an employee uses less than five (5) days sick leave in a fiscal year, the remainder of the five (5) days will be converted to vacation leave.
- 20.08 Sick leave credits may be used by the employee in the case of illness to spouse or child of an employee where the presence of the employee is required.

**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;
    - (iii) before the Senate or House of Commons of Canada, or a committee of the Senate or House of Commons, otherwise than in the performance of the duties of his position;

- (iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it;
  - (v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it;
  - (vi) any remuneration received by an employee from the court shall be retained by the employee and shall not be subject to any recovery by the Employer.
- 21.02 (i) An employee shall be granted injury-on-duty leave with pay for such reasonable period as may be determined by the Workers' Compensation Board in the event of:
- (a) Personal injury accidentally received in the performance of his duties and not caused by the employee's wilful misconduct



- (b) Sickness resulting from the nature of his employment; or
- (c) Over-exposure to radio activity or other hazardous conditions in the course of his employment;

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, sickness or exposure, providing however that such amount does not stem from a personal disability policy for which the employee has paid the premium.

- (ii) The Employer will make every reasonable effort to offer alternate employment to an employee who is unable to perform his regular duties as a result of an injury on duty.

## MATERNITY LEAVE

- 21.03 (a) (i) An employee who becomes pregnant shall notify the Employer at least 15 weeks prior *to* the expected date of the termination of her pregnancy; and, subject to section (ii) of this Clause, shall, eleven (11) weeks before the expected date of the termination of her pregnancy be granted leave without pay for a period ending not later than twenty-six (26) weeks after the date of the termination of her pregnancy.
- (ii) The Employer shall:
- (a) upon written request from the employee, defer the commencement of maternity leave without pay of an employee or terminate ~~it~~ earlier than twenty-six (26) weeks after the date of the termination of her pregnancy;
  - (b) grant maternity leave without pay to an employee to commence earlier than eleven (11) weeks before the expected termination date of her pregnancy;

- (iii) The Employer may:
  - (a) where maternity leave without pay is requested, require the employee to submit a medical certificate certifying pregnancy.
- (iv) Leave granted under this Article shall be deemed to be continuous employment for the purpose of seniority
- (b) (i) After completion of six (6) months continuous employment, as a full-time employee, an employee who provides the Employer with proof that she has applied for and is eligible to receive unemployment insurance benefits pursuant to Section 18 or 20 of the Unemployment Insurance Act, shall be paid a maternity leave allowance in accordance with the Supplementary Unemployment Benefit Plan.
- (ii) An applicant under Clause 21.03 (b) (i) shall sign an agreement with the Employer providing:

- (a) that she will return to work and remain in the Employer's employ for a period of at least six (6) months after her return to work;
- (b) that she will return to work on the date of the expiry of her maternity leave, unless this date is modified with her Employer's consent.
- (iii) Should the employee fail to return to work as per the provisions of Clause 21.03(b)(ii), the employee recognizes that she is indebted to the Employer for the amount received as maternity leave allowance.
- (iv) In respected of the period of maternity leave, payments made according to the Supplementary Unemployment Benefit Plan will be a maximum of seventeen (17) weeks payment equivalent to ninety-three (93%) percent of her weekly rate of pay.
- (v) The employee shall have no vested interest in the above plan.

- (vi) The Employer shall not reduce or increase wages, or other monies normally owing to the employee solely because the employee is participating in the above plan.
- (vii) The employee shall not receive more than ninety-three (93%) percent of their regular wages while participating in the above plan.
- (c) Further, when a pregnant employee produces a statement from her physician that her working conditions may be detrimental to her health or that of the fetus, the Employer will either change those working conditions where that is reasonable within his operational requirements or allow the employee to take leave of absence without pay for the duration of her pregnancy.

#### 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 WITHOUT PAY

- 21.05 (a) An employee who intends to request adoption leave shall notify the Employer as soon as the application for adoption has been approved by the adoption agency.
- (b) An Employer shall grant adoption leave without pay to every employee who:
- (i) has been in the employment of the Employer for a continuous period of at least twelve (12) months immediately preceding the date of placement of the child with the employee
  - (ii) submits to the Employer a written application for leave at least four (4) weeks prior to the date on which the child is placed in the home or otherwise placed in the care and custody of the employee

- (iii) submits a letter signed by the Superintendent of Child Welfare, or in the case of customary adoption, signed by the natural mother confirming the proposed placement of the child with the employee
- (c) Adoption leave without pay consists of a period of six (6) weeks commencing not earlier than one week before the date on which the child is placed in the home or otherwise placed in the care and custody of the employee.
- (d) Adoption leave without pay utilized by an employee-couple in conjunction with the adopting of a child shall not exceed a total of six (6) weeks for both employees combined.
- (e) The Employer may:
  - (i) defer the commencement of adoption leave with out pay at the request of an employee;
  - (ii) grant the employee adoption leave with less than four (4) weeks notice prior to the acceptance of custody;

- (iii) require an employee to submit proof of adoption.
- (f) Leave under this Article will only be granted where the adopted child is under the age ~~of six~~ (6) years.
- (g) The Employer will advance to the employee the amount of money that will be paid to the employee according to the Supplementary Unemployment Benefit Plan. The employee agrees to reimburse the Employer any money advanced to them.

LEAVE WITHOUT PAY FOR THE CARE AND NURTURING OF PRESCHOOL AGE CHILDREN

21.06 At the request of an employee leave without pay in one (1) or more periods to a total maximum of two (2) years during an employee's total period of employment shall be provided for the care and nurturing of pre-school children. The Hamlet may in this circumstance, fill the vacancy created by means of a term position equivalent to **the** length of the term requested.



- 21.07 At the request of an employee, leave without pay for a period of one (1) year shall be granted to an employee whose spouse is permanently relocated and up to *two* (2) years whose spouse is temporarily relocated. The Hamlet may, in this circumstance, fill this vacancy created by means of a term position equivalent to the length of the period requested.

## **ARTICLE 22**

### **HOURS OF WORK**

- 22.01 Except for the Airport Observer/Communicator and Airport Maintainers, the hours of work shall be from 8:00 a.m. to 5:00 p.m., exclusive of a one hour lunch period, Monday to Friday.
- (a) The airport Observer/Communicator and airport maintainers shall work flexible hours as is mutually agreed upon between the employees and the Hamlet subject to the following provisions:
- (i) the regular hours of work shall be eight (8) hours per day and forty (40) hours per week;

- (ii) Where these employees are unable to take a meal period, they shall each be provided with a \$10.10 meal allowance;

22.02 Employees shall be entitled to a rest period, with pay, of twenty (20) minutes duration commencing on or about mid-morning and shall be entitled to a rest period with pay of twenty (20) minutes duration commencing on or about mid-afternoon.

22.03 The Employer may provide a "coffee room" for the purpose of the rest period, however an employee may absent himself from the work-site during the rest period.

Employees shall share in the cost of coffee and associated expenses to a maximum of five dollars (\$5.00) per employee per month. This amount may be altered upwards or downwards as required, by mutual consent.

22.04 In the event that an employee is unable to take his or her rest period at the regular time due to operational requirements, this rest period will be taken at a later time mutually agreed upon between the Employer and the employee.

- 22.05 Provided sufficient advance notice is given, and with the approval of the Employer, employees may exchange regular, overtime or standby shifts if there is no increase in cost to the Employer.
- 22.06 In the event that an employee arrives between ten (10) and twenty (20) minutes late for work at the commencement of his/her shift, he/she shall forfeit his/her corresponding rest period. If he/she arrives more than twenty (20) minutes late he/she shall forfeit his/her corresponding rest period and pay in the amount of time in excess of twenty (20) minutes that he/she arrived late may be deducted from his/her pay, unless in accordance with Article 23.08 he/she makes up the time. The intent of this provision is not to encourage late attendance at work. Continued lateness will be dealt with progressive disciplinary actions.

ARTICLE 23

OVERTIME

23.01 In this Article:

- (a) "Overtime" means work performed by an employee in excess or outside of his regularly scheduled hours of work.
- (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 twice the straight time.

23.02 An employee who is required to work overtime shall be paid overtime compensation for all overtime worked subject to a minimum payment of one (1) hour at the overtime rate.

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

- 23.04 (1) Subject to the operational requirements of the service the Employer shall make every reasonable effort:
- (a) to allocate overtime work on the basis of seniority among readily available qualified employees;
  - (b) to give employees who are required to work overtime reasonable advance notice of this requirement.
- (2) Except in an emergency, employees may refuse to work overtime.
- 23.05 (a) An employee who is requested to work overtime shall be entitled to a minimum of one hour's pay at the appropriate rate described below in (b).
- (b) Overtime work shall be compensated as follows:
- (i) at time and one-half ( $1\frac{1}{2} X$ ) for all hours except as provided in clause 23.05 (b) (ii);

- (ii) at double time (2X) for all hours of overtime worked after the first four (4) consecutive hours of overtime and double time (2X) for all hours worked on a Sunday or subsequent day of rest, or holiday.
  - (iii) In lieu of (i) and (ii) at the request of the employee the Employer will grant equivalent leave with pay at the appropriate overtime rate to be taken at a time requested by the employee.
- (c) "First day of rest" is defined as the twenty-four (24) hour period commencing at midnight of the calendar day on which the employee completed his last regular shift, and
- (d) When the first and second or subsequent day of rest are consecutive, "second or subsequent day of rest" is defined as the period immediately following expiration of the first day of rest and ending at the time of commencement of the employee's next regular shift.

- 23.06 Where an employee is required to work two (2) or more hours of overtime immediately following his regularly scheduled hours of duty, and, because of the operational requirements of the service, the employee is not permitted to leave his place of work, the Employer will either provide the employee with a meal or meal allowance equal to the amount of the Dinner in accordance with the Duty Travel, Meals and Incidental Expenses (Article 42.03 (a)(iii)).
- 23.07 Overtime compensation may be paid to an employee by a separate cheque.
- 23.08 When an employee works less than his regular hours of work on a given day, overtime hours worked on that same day may be **used** to compensate for this rather than a deduction from salary.

## 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 rates specified in the Appendices 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.

24.03 Employees who have earned overtime compensation or any other extra allowances in addition to their regular pay, shall receive such remuneration in the two (2) weeks following the day when such compensation was earned.

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

ACTING PAY

24.04 (a) When an employee is required by the Employer to perform the duties of a higher classification level on an acting basis, 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.



- (b) When a day designated as a paid holiday occurs on a day when the employee would otherwise be performing duties on an acting basis, the holiday shall be considered as a day worked for purposes of acting pay.

SALARY INCREASES

- 24.05 (1) The Employer agrees to pay the negotiated salary increase to every employee not later than the month following the month in which the Agreement is ratified by both parties
  - (2) The Employer agrees to pay any retroactive remuneration for salary increases, overtime, acting pay 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. In the event that retroactive pay is not issued in the time allotted in Clause (2) above, interest at prime rates will also be paid.
- 24.06 When an employee is appointed to a new position he shall be paid:

- (a) If the appointment constitutes a promotion as defined in Article 2.01 (y) an increase in salary that is nearest to but not less than the difference between Step 1 and Step 2 of the new pay range. In addition, if a performance increment is due not later than six (6) months from the date of promotion and is recommended, an increment will be granted at the time of promotion on the present pay level prior to application of the new pay level.
  
- (b) (i) if the appointment constitutes a transfer, at the rate nearest to, but not **less** than his former rate of pay; or
  
- (ii) where the employee agrees to accept a transfer to a position, the maximum rate of pay of which is less than his present rate of pay. The employee will continue to receive his normal rate of pay, which will be red circled. When the maximum rate of pay of his new position exceeds the red circled amount, he shall then follow the pay scale for the new position at the maximum amount.

- (c) if the appointment is as a result of the employee's successful application for a position, the maximum rate of pay of which is equal to or less than that of the employee's present position, the employee shall be paid at a level in the appropriate pay range for the new position that is commensurate to the employee's qualifications and experience for the position.
- 24.07 Where a salary increment and salary revision are effective on the same date, the salary increment shall be applied first and the resulting rate shall be revised in accordance with the salary revision.
- 24.08 (1) Notwithstanding the provisions of Clause 24.01 when a position is converted or, where as a result of audit or review, a converted position is found to be over-classified and the maximum salary payable in the new range is less than the maximum salary of the incumbent of that position, he shall be paid as the present incumbent of that position in a holding range which will permit him to be paid at a salary which is nearest to and not less than his present maximum salary.

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

#### 24.09 PAY RECOVERY

- (a) Where an employee, through no fault of his own, has been overpaid, the appropriate pay office will, before recovery action is implemented, advise the employee in writing of the amount overpaid and the intention of the Employer to recover the overpayment. Prior to said recovery, the Employer and employee shall discuss and devise an acceptable recovery schedule.
- (b) If more than two (2) years have passed since the overpayment, there shall be no recovery of the overpayment.

**ARTICLE 25**

**REPORTING PAY**

- 25.01 (1) Unless the employee is told not to report to work, if an employee reports to work on his regularly scheduled shift and there is a change in his shift assignment he shall be entitled to four (4) hours of work. When no work is available he shall receive compensation of four (4) hours pay at the straight time rate.
- (2) Unless the employee is told not to report to work, if an employee reports to work on his regularly scheduled shift and there is insufficient work available he is entitled to four (4) hours of work. When no work is available he shall receive compensation of four (4) hours pay at the straight time rate.
- (3) If an employee is directed to report for work on a day of rest or on a designated paid holiday, and there is insufficient work available, he shall be entitled to four (4) hours of work at the appropriate overtime rate. When no work is available he shall receive compensation of four (4) hours pay at the appropriate overtime rate.

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

## **ARTICLE 26**

### **CALL-BACK PAY**

- 26.01 When an employee is recalled to a place of work for a specific duty, he shall be paid the greater of:
- (a) compensation at the appropriate overtime rate; or
  - (b) compensation equivalent to four (4) hours' pay at the straight-time rate.
  - (c) compensation for call-back shall be made in cash or compensatory leave, as is desired by the employee.

- 26.02 (1) When an employee reports to work for which he has been recalled under the conditions described in Clause 26.01 and is required to use transportation services other than normal public transportation service, he shall be paid the actual cost of commercial transportation each way, upon the production of receipt for payment of transportation in excess of \$8.00.
- (2) Where the employee uses his personal motor vehicle, he shall be paid the appropriate distance rate specified in the Duty Travel Expenses Article 42.

26.03 Employees shall not be required to return to work on a call-back. When employees do return to work on a call-back, payment under this Article shall be made whether or not work is actually available and performed.

No employee shall be disciplined for being unable to return to work on a call-back.

**ARTICLE 27**

**SHIFT PREMIUM**

- 27.01 An employee who is regularly scheduled to work outside of the normal hours of work as defined in Article 22.01 (1) shall be paid a shift premium of one dollar (\$1.00)per hour.

**ARTICLE 28**

**TERM POSITIONS**

- 28.01 Except with prior mutual agreement between the Union and the Employer, no term position may extend beyond one (1) year. Should the Employer wish a term position to extend beyond a period of one (1) year, that position must become a regular position which must be offered to the incumbent of the term position, and his or her seniority date shall be the initial date of hire into his or her term position.



ARTICLE 29

STANDBY

- 29.01 (1) When the Employer requires an employee to be available on standby during off-duty hours, the employee shall be compensated at the rate of fifteen (15) minutes of pay for each three (3) hours or portion thereof that he is on Standby.
- (2) An employee designated by letter or by list for standby duty shall be available during his period of Standby at a known telephone number and shall be available to return for duty as quickly as possible if called. In designating employees for Standby the Employer will endeavour to provide for the equitable distribution of standby duties among readily available qualified employees who are normally required, in their regular duties, to perform that work.
- (3) No standby payment shall be granted if an employee is unable to report for duty when required.

- (4) An employee on Standby who is required to report for work shall be paid, in addition to the standby pay, the appropriate overtime rate for all hours worked, subject to a minimum payment of two (2) hours pay at the straight time rate each time he reports, except that this minimum shall only apply once during each standby period of eight (8) consecutive hours or portion thereof.
- (5) Except in the case of an emergency, standby schedules shall be posted fourteen (14) days in advance of the starting date of the new shift schedule.
- (6) An employee may be required to work standby.

### ARTICLE 30

#### TECHNOLOGICAL CHANGE

- 30.01 (a) Both parties recognize the overall advantages of technological change. Both parties will therefore encourage and promote technological change and improvements.

- (b) 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 to the Union of any major technological change in equipment which would result in changes in the employment status or in this Agreement. In addition, 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, and should the parties not agree, the matter shall be referred to arbitration. The imposition of said technological change shall be postponed until an arbitral award is handed down.
- (c) In cases where employees may require retraining the Employer will make every reasonable effort to offer training courses.

**ARTICLE 31**

**PAY FOR TRAVEL ON BEHALF OF  
EMPLOYER**

- 31.01 (1) Where an employee is required to travel on behalf of the Employer, he shall be paid:
- (a) when the travel occurs on a regular workday, as though he were at work for all hours travelled:
  - (b) when the travel occurs on a day *of* rest or designated paid holiday, at the applicable overtime rate for all hours travelled, with a minimum of four (4) hours pay at the straight time rate and a maximum of eight (8) hours at the applicable overtime rate.
- (2) For the purpose of this Article, hours travelled includes a one (1) hour check-in period at airports, bus depots, or train stations, as well as a one (1) hour check-out period at each overnight stopover and at the final destination. Hours travelled also include time spent waiting for connecting flights, trains or buses, but is exclusive of overnight stopovers.

- (3) The Employer will make every reasonable effort to restrict travel outside of the employee's headquarters that requires absence from home beyond a period which includes two (2) weekends.
- (4) Where an employee is absent from home on a designated paid holiday or day of rest and does not work, he shall receive cash payment at time and one-half (1½) his rate of pay or be granted the equivalent leave with pay.
- (5) The above entitlements shall not apply to an apprentice while travelling to or from trades school on a day of rest or designated paid holiday or while in attendance at trades school.

## ARTICLE 32

### SEVERANCE PAY

#### LAY-OFF

- 32.01 (a) 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 in the amount of two (2) weeks of pay for each year of continuous employment.
- (b) Payment shall be prorated in respect of any period of continuous employment which is less than a complete year.

#### RESIGNATION

- 32.02 An employee who resigns after four (4) years of continuous employment is entitled to be paid severance pay on resignation in accordance with the following schedule.

<u>Length of Service</u>	<u>Amount of Severance Pay</u>
4 years	2 weeks pay
6 years	3 weeks pay
8 years	4 weeks pay
10 years	5 weeks pay
12 years	6 weeks pay
14 years	7 weeks pay
16 years	8 weeks pay
18 years	9 weeks pay
20 years	10 weeks pay
22 years	11 weeks pay
24 years	12 weeks pay
26 years	13 weeks pay

RETIREMENT AND TERMINATION FOR HEALTH REASONS

- 32.03 (a) This Clause shall apply to an employee:
- (i) who retires; or
  - (ii) who resigns for the reason of the employee deciding that he has become incapable of performing his duties because of chronically poor health, and

- (b) when employment terminates for either of the reasons stated in (a) above, the employee shall be paid Severance Pay equal to the product obtained by multiplying his weekly rate of pay on termination of employment by the number of completed years of his continuous employment to a maximum of thirty (30),
- (c) When employment terminates for either of the reasons stated in (a), the employee shall have the right to waive his entitlement to Severance Pay and, in lieu thereof, be granted an equivalent period of leave with pay.

#### DEATH

- 32.04 If an employee dies, there shall be paid to his estate an amount equal to the product obtained by multiplying his weekly rate of pay immediately prior to death by the number of years of continuous service regardless of any other benefit payable.



DISMISSAL, ABANDONMENT OF POSITION

- 32.05 An employee who is dismissed for cause or who has been declared to have abandoned his position shall not be entitled to Severance Pay.

ARTICLE 33

LAY-OFF AND JOB SECURITY

- 33.01 Lay-offs will be made, when necessary, on the basis of reverse order of seniority within each department. The departments shall be defined as follows:

Office Staff  
Drivers and Helpers  
Garage Workers  
Maintainers  
Heavy Equipment Operators  
Janitor

In order to minimize the adverse effects of Lay-off, the Employer will provide retraining when practicable.

- (1) A person ceases to be a lay-off if he is not appointed to a position within twelve (12) months from the date on which he became a lay-off.

33.02 Before an employee is laid off:

- (a) each such employee shall be given notice in writing of the effective date of his lay-off as far in advance as is possible subject to a minimum of one (1) month.
- (b) every employee subject to lay-off shall, during the one (1) month period of notice, be granted reasonable leave with pay for the purpose of being interviewed and examined by a prospective employer and to such additional leave with pay as the Employer considers reasonable for the employee to travel to and from the place where his presence is so required.

- 33.03 (a) Employees shall not be required to undergo a probationary period when transferred, demoted or promoted to another position.

(b) Employees who have been transferred or promoted and who are unable to adequately perform the duties of the new position shall be returned to the position held before the transfer or promotion or, by mutual consent of the employee and the Employer, to a position at an equivalent classification and pay level.

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

COOLING OFF PERIOD - 3 WORKING DAYS

33.05 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 three (3) working days. Should the Employer refuse to allow the employee to return to work, the termination shall be considered as a discharge, effective the date that the employee sought to return to work, and may be grieved as a discharge.

33.06 Recall from a lay-off will be made on the basis of seniority.

33.07 The Employer shall notify employees who are to be laid off one (1) month prior to the effective date of lay-off, or award pay in lieu thereof, unless, a greater period of notice is required by legislation, in which case such greater period of notice, or pay in lieu thereof, shall be given.

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

Where notice of recall is given personally, the Employer shall deliver in duplicate a letter stating that the employee is recalled. In this instance, notice of recall is deemed to be given when served.

Where notice of recall is given by registered mail, notice is deemed to be given three days from the date of mailing.

33.09 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.

**ARTICLE 34**

**STATEMENT OF DUTIES**

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

Upon written request, an employee shall be entitled to a complete a current Statement of Duties and responsibilities including the position's classification level and the point rating allotted by factor where applicable.

**ARTICLE 35**

**EMPLOYEE PERFORMANCE REVIEW  
AND EMPLOYEE FILES**

- 35.01 (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 and may use the grievance procedure in Article 37 to correct any factual inaccuracies in his performance appraisal.
- (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, re-training, or any other facets of career development which may be available.

- 35.02 The Employer agrees not to introduce as evidence in the case of promotional opportunities or disciplinary action any document from the file of an employee, the existence of which the employee was not made aware, by the provision of a copy thereof at the time of filing.
- 35.03 Any document or written statement related to disciplinary action, which may have been placed on the Personnel file of an employee, shall be destroyed after one (1) year has elapsed since the disciplinary action was taken provided that no further disciplinary action of a similar nature has been recorded during this period.
- 35.04 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 Employer.
- 35.05 (a) The Employer's representative who assesses an employee's performance must have observed the employee's performance for at least one-half ( $\frac{1}{2}$ ) of the period for which the employee's performance is evaluated.

In the event that an Employer's representative has not observed the employee's performance for one-half (1/2) of the period, an Employer's representative in the best position to make the evaluation shall do so.

- (b) Where an employee is required to attend a meeting with the Employer to deal with matters that are of a disciplinary nature, the employee shall have the right to have a representative of the Union in attendance. The Employer must advise the employee of his right to be accompanied by his representative at least one day in advance of said meeting.
- (c) The Employer agrees that there will be only one file kept for each employee.



- (d) The Employer agrees that communications between an employee and his representative are privileged and confidential.

The Employer shall not ask questions of the representative which answers to those questions may be damaging to the employee(s), nor shall any evidence produced by the representative be **used** against the employee(s). In accordance with the foregoing, a representative shall not be forced to testify against an employee.

## ARTICLE 36

### CLASSIFICATION

- 36.01 During the term **of** this Agreement, if a new or revised classification standard is implemented by the Employer, the Employer shall before applying the new or revised classification standard, negotiate with the Union the rates of pay and the rules affecting the pay of employees for the classification affected. If the parties fail to reach agreement within sixty (60) days from the date on which the Employer submits the new or revised standard to the Union, the Employer may 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.
- 36.02 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 before he files a grievance.

## ARTICLE 37

### ADJUSTMENT OF DISPUTES

- 37.01 (1) The Employer and the Union recognize that grievances may arise in each of the following circumstances:
- (a) by the interpretation or application of:
    - (i) a provision of an Act, or a regulation, direction or other instrument made or issued by the Employer dealing with terms or conditions of employment; or
    - (ii) a provision of **this** Collective Agreement or Arbitral Award: and
  - (b) disciplinary action resulting in demotion, suspension, or a financial penalty;
  - (c) dismissal; and
  - (d) letters of discipline placed on personnel file.
- (2) The procedure for the final resolution of the grievances listed in section (1) above is to arbitration.

- 37.02 If he **so** desires, an employee may be assisted and represented by the Union when presenting a grievance at any level.
- 37.03 **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 immediate supervisor or local officer-in-charge who shall forthwith:
- (a) forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate level; and
  - (b) provide the employee with a receipt stating **the** date on which the grievance was received by him.
- 37.04 A grievance of an employee shall not be deemed to be invalid by a reason only of the fact it is not in accordance with the form supplied by the Employer.
- 37.05 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) Final Level (Arbitration)

- 37.06 The Union shall have the right to consult with the Employer with respect to a grievance at each or any level of the grievance procedure.
- 37.07 An employee or the Union may present a grievance to the first level of the procedure in the manner prescribed in Clause 37.03 within twenty-five (25) calendar days of the date on which he first becomes aware of the action or circumstances giving rise to the grievance.
- 37.08 The Employer shall reply in writing to a grievance within fourteen (14) calendar days at level 1 and within thirty (30) calendar days at level 2.
- 37.09 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 Hamlet; or

(b) where the Hamlet has not conveyed a decision to the grievor within the time prescribed in Clause 37.08 within fourteen (14) calendar days after the day the reply was due.

37.10 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.

37.11 No employee shall **be** dismissed without first being given notice in writing together with the reasons therefore. When the Employer dismisses an employee the grievance procedures shall apply except that the grievance may be presented at the Final Level.

- 37.12 The Union shall on their own behalf or on behalf of one or more members have the right to initiate and present a grievance on any matter to any level of management specified in the grievance procedure. The Employer shall have the right to initiate a grievance, and present it to the Union Representative. This shall be deemed to have fulfilled the Level 2 requirement.
- 37.13 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.
- 37.14 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.
- 37.15 The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the employee, and where appropriate, the Union representative.

- 37.16 No proceedings under this Article are invalid by reason of any defect of form or any technical irregularity.
- 37.17 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement including any question as to whether a matter is arbitrable, or where an allegation is made that a term or condition of this Agreement has been violated, either of the parties may, after exhausting the grievance procedure in this Article, notify the other party in writing within twenty-one (21) days of the receipt of the reply at the Final Level, of his desire to submit the difference or allegation to arbitration.
- 37.18 (1) The parties agree that arbitration referred to in 37.17 shall be by a single arbitrator.
- (2) 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.



- 37.19 (1) The arbitrator has all of the powers granted to arbitrators under the Canada Labour Code Part I in addition to any powers which are contained in this Agreement.
- (2) 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.
- (3) The award of the arbitrator shall be signed **by** him and copies thereof shall be transmitted to the parties to the dispute.
- 37.20 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.
- 37.21 The Hamlet and the Union shall each pay one-half (%) of the remuneration and expenses of the arbitrator and each party shall bear its own expenses of every such arbitration.

- 37.22 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 Supreme Court of the NWT, 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.
- 37.23 Where an employee files an appeal against his dismissal from the Hamlet by way of a grievance the provisions of Clause 37.17 apply.
- 37.24 In addition to the powers granted to arbitrators under the Canada Labour Code Part I 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** in the opinion of the Arbitrator is fair and reasonable; or
- (b) make such order as he considers fair and reasonable having regard to the terms of this Agreement.

#### EXPEDITED ARBITRATION

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



- 39.03 A Labour/Management Committee will be formed to consult on matters of Safety and Health, the Employee Assistance Program, the translation of this Agreement, transportation to a medical centre, energy conservation, and other matter of mutual interest.
- 39.04 The Labour/Management Committee shall be comprised of equal representation of the Union and the Employer, with each party choosing their respective representatives.
- 39.05 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.
- 39.06 In matters of Safety and Health, the Committee will follow the following provisions:
- (a) The Employer shall post the names of the Committee members in a prominent place.
  - (b) Committee members shall perform the necessary duties of: Investigating, identifying and seeking to remedy hazards at the workplace, and shall do so without loss of pay or fear of reprisal.

- (c) The Employer shall ensure that employees can obtain the assistance of a first aid attendant easily and rapidly in all workplaces.
- (d) The Employer shall ensure that first aid kits are provided and are readily accessible at all times. Said **first** aid kits shall be kept well stocked at all times.
- (e) 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.
- (f) The Committee is to consider various alternatives for ensuring that the injured employee receives the appropriate medical transportation to the nearest medical facility and which agency is to bear such costs.

## OCCUPATIONAL HEALTH EXAMINATIONS

- (g) (i) Where the Employer requires an employee ~~to~~ undergo an occupational health examination by a qualified practitioner, chosen by the employee, the examination **will** be conducted at no expense to the employee.
- (ii ) An employee shall be granted leave with pay to attend the examination and the Employer shall assume the cost **of** any travel expenses.
- (ii i) All occupational health information, forms and records transmitted or used in connection with these occupational health examinations will, at the attending physicians discretion, be conveyed to the employee involved and maintained in a medical confidential status and retained within the medical community.

## WORKPLACE ENVIRONMENTAL PROTECTION

- (h) 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

- (i) Where toxic or suspected and/or confirmed carcinogenic chemicals or substances are identified as being present in the workplace, the Committee shall:
  - (i) Remove and/or substitute chemicals or substances in the work procedure; or
  - (ii) introduce engineering controls to provide complete isolation between said chemicals and/or substance and the worker(s); and
  - (iii) maintain ongoing monitoring of the workplace.



- (iv) Where a dangerous substance cannot be removed or replaced, a notice indicating that a danger exists shall be **posted**.

PROTECTIVE CLOTHING AND EQUIPMENT

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

PROTECTIVE RIGHTS OF PREGNANT WORKERS

- (k) A pregnant worker who furnishes to the Employer a medical certificate attesting that her 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. A request shall be granted by the Employer and the assignment shall be without loss of pay or benefits.

## THE RIGHT TO KNOW

### (l) (a) Hazard Identification

The Committee shall identify new or presently used chemicals substances or equipment present in the work area including hazards or suspected hazards, precautions and antidotes or procedures to be followed following exposure. Work area shall include third party premises.

## INFORMATION AND INVESTIGATIONS CONCERNING HEALTH HAZARDS AND WORK INJURIES

- (m) The Employer and the Committee shall conduct such investigations as may be necessary to determine the circumstances surrounding work injuries and health hazards arising in the workplace, including third party premises.

PROVISION OF LEGISLATION OR  
EMPLOYER'S POLICIES

- (n) 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 II of the Canada Labour Code and Regulations; or
  - (iii) Territory Acts: or
  - (iv) Provincial Legislation.

The Employer shall indicate where the copies are available **by** means of a posting in a prominent place.

### SMOKE-FREE WORKPLACE

- (o) In the event that the premises of the Employer become "Smoke-free", the Employer shall provide a designated area in each workplace where smoking **will** be permitted.

### EMPLOYEE ASSISTANCE PROGRAM

- 39.07 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.
- 39.08 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 drugs 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.

TRANSLATION OF THE AGREEMENT

- 39.09 (a) The Committee will investigate and make recommendations on the translation of this Collective Agreement.
  - (b) Where resources for this purpose become available, the Committee will ensure that the translation is carried out.
- 39.10 The Committee will discuss other matters of mutual concern which may arise from time to time.

## ENERGY CONSERVATION

- 39.11 The Committee shall discuss the matter of energy conservation in accordance with the objective of Article 7. The following guidelines shall apply:
- (a) That engines should not be left running needlessly in the summer;
  - (b) that the heat should be turned down where possible, particularly at the end of the shift;
  - (c) that lights should be turned off where possible, particularly in between and at the end of the shift;
  - (d) that doors should not be left open needlessly.
  - (e) that the Committee should examine all Hamlet buildings with a view to insulating, weather stripping and generally making them energy efficient.

## TRANSPORTATION TO A MEDICAL CENTRE

- 39.12 The Committee shall investigate costs currently paid for transportation to a medical centre, and discuss ways in which those persons not covered may be compensated for this purpose. An employee whose full cost for a transportation to a medical centre are not otherwise paid may approach the Committee, and the Committee shall attempt to devise a method by which this employee may be paid.

## ARTICLE 40

### TE REMOVAL ASSISTANCE

- 40.01 Persons hired from outside the Hamlet boundaries are entitled to their moving expenses into the Hamlet provided that their move is not being paid for by a third party.
- 40.02 Permanent staff of the Hamlet who were moved-in are entitled to move-out expenses, provided they are leaving the Hamlet and are not having their move paid for by a third party, after two (2) years of service.

## ARTICLE 41

### SAFETY AND HEALTH

#### RIGHT TO REFUSE DANGEROUS WORK

- 41.01 An employee shall have the right to refuse to work in dangerous situations.
- (i) An employee may refuse to do any particular act or series of acts at work which he 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.
  - (ii) 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 (i) 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.



SAFETY EQUIPMENT

- 41.02 Employee shall not be held responsible in dealing with incidence **of** fires at the airport.

**ARTICLE 42**

**DUTY TRAVEL**

ENTITLEMENT

- 42.01 Employees using their own vehicle for the business of the Employer will **be** reimbursed **54¢** per mile.

TRANSPORTATION

- 42.02 When on duty travel, the Employer shall select the employee's mode of transportation and accommodation, and will pay for these costs.

MEALS AND INCIDENTAL EXPENSES

- 42.03 Expenses for meals and incidentals shall be paid as per the current GNWT rates and guidelines.

## OTHER EXPENSES

### 42.04 Employees may be reimbursed for:

- (a) long distance telephone calls of an official nature providing that an explanation is provided. Where an employee is required to remain absent from his home over a weekend, and has been on continuous travel status for two (2) or more days preceding the weekend, he shall be reimbursed for a personal long distance call not to exceed five (5) minutes (to be supported by receipts where available):
- (b) baggage - for storage and excess baggage charges where this is in the performance of duty and a satisfactory explanation is provided;
- (c) taxis - the use of taxis must be explained except where the purpose is self-evident. Taxis should not be authorized for repeated trips between the same place where convenient public transportation is available;

- (d) laundry and/or dry-cleaning - after two consecutive days on duty travel, a maximum of \$4.00 per day for each subsequent day supported by receipts in all cases;
- (e) local phone calls for business purposes;
- (f) Where an employee, due to requirement to travel on behalf of the Employer incurs child-care expenses which exceed those which would have normally been incurred, the employee may be reimbursed for the exceptional expenses upon provision of receipts.

#### ENTITLEMENT

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

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

42.06 Where a privately owned car is authorized for unusual transportation purposes within the headquarters area, entitlement will be as set out in Clause 42.01.

### **ARTICLE 43**

#### **CIVIL LIABILITY**

43.01 If an action or proceeding is brought against any employee or former employee covered by this Agreement for an alleged tort committed by him in the performance of his duties, then:

- (a) The employee, upon being served with any legal process, or upon receipt of any action or proceeding as hereinbefore referred to, being commenced against him must advise the Senior Administrative Officer of any such notification or legal process;
- (b) The Employer shall pay any damages or costs awarded against any such employee in any such action or proceedings and all legal fees, and
- (c) The Employer shall pay any sum required to be paid by such employee in connection with the settlement of any claim made against such employee provided the conduct of the employee which gave rise to the action did not constitute a wilful breach of his duty as an employee.
- (d) Upon the employee notifying the Employer in accordance with paragraph (a) above, the Employer shall appoint counsel.
- (e) Nothing in this Section will interfere with the right of the Employer to defend itself or the employee.

ARTICLE 44

SUSPENSION AND DISCIPLINE

- 44.01 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.
- 44.02 When employees are to be 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.
- 44.03 The Employer shall notify the local representative of the Union that such suspension has occurred or is to occur.

- 44.04 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.
- 44.05 In the event *of* a suspension without pay or termination, in addition to the normal grievance and arbitration procedure in Article 37, the employee will, at his or her option, **be** entitled to a "provisional arbitration" *to* be held within one week *of* the suspension or termination, or at a later date mutually agreed upon.
- 44.06 The "provisional arbitrator" will be chosen from the following list, unless another name is agreed upon:
- Robert J. Arseneau
  - Mervin I. Chertkow
  - Duncan A. Stewart
  - Alan Hope
  - Paula Knopf
  - W. Steward Martin
  - Chas. R. Huband
  - David M. Beatty
  - R.D. Abbott
  - C. Gordon Simmons

Edward B. Joliffe, Q.C.  
J.F.W. Weatherill

- 44.07 The "provisional arbitration" will be heard in **Whale** Cove, unless in the interest of expediency a different location is mutually agreed upon.
- 44.08 An immediate verbal decision will **be given by** the "provisional arbitrator" following the presentation of the case. This decision will be without prejudice to the ultimate arbitration under Article 37.
- 44.09 The "provisional arbitrator" will **be** empowered to order that the employee be reinstated to work at his or her current level of pay and benefits or to uphold the Employer's decision on an interim basis.
- 44.10 Should the "provisional arbitrator" decide to reinstate an employee, and the arbitrator in the ultimate arbitration hearing provided for in Article 37 decide against the employee, the employee shall not be ordered nor required to pay back any amount of money.



**ARTICLE 45**

**VACANCIES, JOB POSTING,  
PROMOTIONS, AND TRANSFERS**

- 45.01 Every vacancy for positions expected to be of more than six (6) months' duration and every newly-created position shall be posted for a minimum of three (3) full working days on the Union notice Board. The **job** posting shall state the job classification, rate of pay, shift, and required qualifications of the job. An employee desiring a position must make application in writing to the manager within a further four **(4)** working day period, unless a longer period **is** specified on the posting by the Employer.
- 45.02 Seniority shall be the governing factor in determining promotions, demotions, order of lay-off and order of recall, and filling of jobs after posting, providing that the most senior employee possesses the required qualifications and ability to perform the normal requirements of the job.

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

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

45.03 In filling job vacancies, including promotions, transfers, and new positions, the job shall be awarded within **fifteen (15)** working days of posting, or such date that the **Employer** indicates on the notice.

45.04 No employee shall be transferred to a position outside the Bargaining Unit without his consent for a period of time greater than sixty (60) days. Such transfer outside the Bargaining Unit may continue past sixty (60) days, but only with the consent of the employee, and in any event will not exceed six (6) months. **An** employee shall be entitled to all right and benefits contained in the Collective Agreement for the duration of this transfer.

- 45.05 No employee shall be transferred to another position within the Bargaining Unit without his consent for a period of time greater than sixty (60) days. Such transfer within the Bargaining Unit may continue past sixty (60) days, but only with the consent of the employee, and in any event will not exceed six (6) months.
- 45.06 New employees shall not be hired when there are employees on lay-off who are qualified to perform the job.

#### **ARTICLE 46**

##### **PRESENT CONDITIONS AND BENEFITS**

- 46.01 (a) The Employer shall not alter or delete any conditions of employment working conditions or benefits presently received unless such alteration or deletion is expressly approved by means of this Collective Agreement or the Union.
- (b) All employees and their dependants shall be entitled to the following benefits of the Municipal Employees' Benefits Act:
- (i) Life insurance

(ii) Long Term Disability

**ARTICLE 47**

**PROMOTIONAL OPPORTUNITIES**

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

**ARTICLE 48**

**RETROACTIVE PAY**

48.01 The terms **and** conditions of this agreement will be effective immediately following ratification.

48.02 All employees covered by this Collective Agreement shall receive full retroactive pay for **all** hours worked or paid, including overtime, from September 1, 1987.

- 48.03 All employees who are not employed by the Employer and who have terminated their employment since September 1, 1987 shall also receive retroactive pay for all hours worked or paid, including overtime. The Employer will send this amount to these former employees by registered mail.

## **ARTICLE 49**

### **TRADES**

#### **APPLICATION**

- 49.01 The provision of this Article shall apply to all positions in the trades category of the classification system.

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

#### WASH-UP TIME

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

49.04 (1) WORK CLOTHING AND PROTECTIVE EQUIPMENT

(a) The Employer shall provide the following articles to all tradesmen, apprentices and trainees.

(i) Aprons

(ii) Dust protection

(iii) eye protection (including the cost of **hardex** coating applied to an employees prescription glasses. **Note** - the **cost** of the prescription glasses themselves are not provided).

(iv) Ear protection

(v) Hardhats

(vi) Rubber gloves

(b) The Employer shall provide coveralls to those employees required to deliver sewage and garbage services.

- (c) The Employer shall share equally in the cost of safety footwear. For this purpose, the employee shall purchase the safety footwear, following which the Hamlet will reimburse the employee upon presentation of the receipt.
  - (d) The Employer shall supply employees with other Articles of equipment as required: and
  - (e) supply employees moving to another department with the Articles of equipment they require and that they do not possess at the time of move.
- (2) The Employer shall replace the articles mentioned in (1) above as required by the same method as provided initially when they are presented worn or damaged beyond repair by an employee, at no cost to the employee.



- (3) The Employer will maintain a suitable inventory of winter protective clothing to be provided on loan to those employees who are requested to work outside who are not normally required to work outside or under conditions which may be damaging to personal clothing.

#### ADVERSE WEATHER CONDITIONS

- 49.05
- (1) Except in emergency conditions, the Employer shall not require an employee to work outside under extreme weather conditions.
  - (2) During adverse weather conditions the Employer may alter Clause 22.01 (hours of work) for the duration of the adverse weather conditions (e.g. should a storm clear at 11:00 a.m., that days work hours may be from 11:00 a.m. to 8:00 p.m.)
  - (3) In the event that adverse weather conditions prevail immediately prior to a weekend, the Employer may, if absolutely necessary, require employees to work for the purpose of road clearing and providing water and sewage services. Compensation will be at the straight time rate.

## ARTICLE 50

### APPRENTICES AND TRAINEES

- 50.01 (1) The following are agreed upon terms and conditions of employment for employees engaged as Apprentices and Trainees by the Employer:
- (a) The Apprentices and Tradesmen Act and pursuant Regulations shall apply to all Apprentices and Trainees employed. A copy of the current Regulations **shall** be made available to the apprentice upon appointment.
  - (b) The recognized Apprenticeship Training Programs shall be those listed in the "Apprentice Training Schedule" pursuant to the Apprentices and Tradesmen Act.
  - (c) Pay increases shall not be automatic but will be based upon levels of certification issued by the Apprentices Branch and shall be effective from the date of certification.

(d) Apprentice rates **will** be **based** on a percentage of the appropriate journeyman rate as **follows**:

Four Year Training Programs

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

Three Year Training Programs

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

Two Year Training Programs

Year 1	65%
Year 2	80%

One Year Training Programs

Year 1	70%
--------	-----

- (e) The Employer will pay the Apprentice while attending trade courses in accordance with the Employer's Policy regarding financial support while in trade training.
- (9) Apprentices and Trainees shall be entitled to the benefits and terms and conditions of employment outlined in the current Collective Agreement.
- (2) Apprentices successfully completing their Apprenticeship will be given preference in hiring on job vacancies. Where an Apprentice, after completing his apprenticeship, is hired directly into a job vacancy, all time spent as an Apprentice shall count towards continuous employment.

## ARTICLE 51

### TOOLS

- 51.01 The Employer agrees to replace worn *out*, or broken tools used and owned by Journeymen and Apprentices in the regular performance of their work. Whenever replacement is made the new tool will be of a similar quality as the initial tool.
- 51.02 Where specialized tools not normally associated with a Journeyman's tool kit are required, then the Hamlet will purchase the tools if the financial situation allows it. The Hamlet will maintain ownership of all tools purchased for specialty **jobs**.
- 51.03 Upon being hired or at the start of this agreement each Journey and Apprentice will present the Senior Administration Officer of the Hamlet with a complete inventory of all personal tools and give the Senior Administration Officer access to their kit for confirmation of the list.
- 51.04 The worn out or broken tool must be presented to the Senior Administration Officer or his replacement in his/her absences prior to replacement being ordered.

ARTICLE 52

WAGE RATES

- 52.01 Appendix "A" shall be increased:  
two percent (2%) as of September 1, 1995  
two percent (2%) as of September 1, 1996  
three percent (3%) as of September 1, 1997

ARTICLE 53

SETTLEMENT ALLOWANCE

- 53.01 Salary rates are based on the economic conditions evident in Yellowknife. Regional differences in cost are offset by the provision of a Settlement Allowance. This Allowance will permit the average employee residing in a settlement to maintain equal purchasing power with his counterpart in Yellowknife. This allowance is not an incentive to reside in the settlement, but is basically an equalizing type of subsidy.
- 53.02 A Settlement Allowance will be paid to every employee.

- 53.03 Casual, part-time, and seasonal employees will be paid the Settlement Allowance prorated to an hourly rate, up to a maximum of the normal weekly hours of work.

**SETTLEMENT ALLOWANCE SCHEDULE**

Settlement Allowance shall be set at seven thousand three hundred and eighty-three dollars (\$7383.00) and shall be increased at the same rate as the negotiated salary rate increases.

**ARTICLE 54**

**CREDIT FOR PREVIOUS EXPERIENCE**

- 54.01 Wage rates for rehired employees shall be established as follows:
- (a) for an employee who has been employed with the Employer within the last two (2) years, one hundred percent (100%) credit.

(b) an employee who has gained related experience elsewhere within the last **ten** (10) years shall be granted a **seventy-five** percent (75%) credit for previous experience. Upon a review at the end of the three (3) month probationary period, **the** Employer may, **at** its discretion, increase the employees rate of pay to the one hundred percent (100%) level.

54.02 The Employer may grant a greater amount of credit for previous experience than specified in 54.01 above.

## **ARTICLE 55**

### **HOUSING ALLOWANCE**

55.01 **An** employee residing in a private residence or home assistance program house shall be provided with a Housing Allowance in the annual amount of five thousand and four hundred dollars (\$5,400.00). This amount shall be paid in equal bi-weekly instalments.



**ARTICLE 56**

**PERSONAL USE OF PROPERTY  
AND EQUIPMENT**

- 56.01 Following obtaining the permission of the Senior Administrative Officer, employees may be allowed to use the property and equipment of the Employer for personal use at no cost if it can be shown that their use of the Employer's property and equipment will be of benefit to the community. The employee will guarantee that another person will be present while any of the Employer's equipment is being operated, and proper safety measures are followed.

**ARTICLE 57**

**RETIREMENT PENSION PLAN**

- 57.01 Effective September 1, 1994 the Employer shall contribute five percent (5%) of the employee's salary in accordance with the MEBA Plus Pension Plan. Contribution will be matched by the employee.

**ARTICLE 58**

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

**RE-OPENER OF AGREEMENT**

58.01 This Agreement may be amended by mutual consent.

**MUTUAL DISCUSSIONS**

58.02 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 59**

**DURATION AND RENEWAL**

59.01 The term of this Agreement shall be from September 1, 1995 to August 31, 1998.

- 59.02 Notwithstanding the preceding, the provisions of this Agreement, including the provisions for the adjustments of disputes in Article 37, shall remain in effect during the negotiations for its renewal and until a new Agreement becomes effective.
- 59.03 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 Subsection 1 of Section 49 of the Canada Labour Code, Part I.

59.04 Where notice to commence collective bargaining has been given under Clause 59.03, the Employer shall not without consent by or on behalf of the employees affected, increase or decrease salaries or alter any other term or condition of employment of employees in the Bargaining Unit which was in force on the day on which the notice was given until a renewal or revision of the Agreement, or a new Collective Agreement has been concluded in accordance with Section 50 of the Canada Labour Code Part I or upon mutual agreement of the parties the matter is referred to interest arbitration and an award is handed down.

## **ARTICLE 60**

### **CASUAL EMPLOYEES**

- 60.01 The following terms and conditions will apply to the employment of casuals by the Hamlet of Whale Cove.
- (a) "Casual Employee" means a person employed by the Employer for work for a temporary nature.

- (b) "Term Employee" means a person employed by the Employer for a fixed period of time exceeding four month period.
- (c) Casual employees are not to be employed for periods in excess of four continuous months. Where a casual employee exceeds four months continuous employment he/she will be appointed as a term employee retroactive to the first day of employment as a casual employee, and shall be entitled to all provisions of the Collective Agreement from the first day of employment.
- (d) The Employer shall ensure that a series of casual employees are not employed to perform the duties of any one particular job classification, or in lieu of establishing a full-time position or filling a vacant position.
- (e) Casual employees will be paid at the rate established in the Collective Agreement for the job classification that they are employed to perform.
- (9) Casual employees will be entitled to the provisions of the Collective Agreement with the following exceptions:

- (a) 2.01 (g)(i) "Continuous Employment and "Continuous Service" in respect of a casual employee shall include any period of employment with the Hamlet of Whale Cove which has not been broken by more than ten (10) working days.
  
- (b) Article 18  
Article 20, Clause 20.06  
Article 33  
Article 35
  
- (g) Upon termination of their employment, in lieu of earned vacation, casual employees shall receive a payment of 6% of regular gross, earnings.
  
- (h) A casual employee shall upon commencement of employment be notified of his/her date of termination of employment, and shall be provided a one day written notice of lay-off for each week of continuous employment to a maximum of ten (10) days' notice.

**ARTICLE 61**

**HARASSMENT**

- 61.01 (a) The Employer, the employees and the Union recognize the right of all persons employed by the Employer to work in an environment free from unwanted personal harassment, sexual harassment or abuse of authority, and agree that any of the aforementioned actions will not be tolerated in the workplace.
- (b) Cases of proven unwanted personal harassment, sexual harassment or abuse of authority by a person employed by the Employer is considered a disciplinary infraction and will be dealt with as such.

- (c) Personal harassment means any improper behaviour by a person employed by the Employer that is directed at and offensive to another person employed by the Employer which the first person knew or ought reasonably to have known would be unwelcome. Personal harassment comprises objectional conduct, comment, act or display that demeans, belittles or causes personal humiliation or embarrassment to the recipient.
- (d) Sexual harassment means any conduct, comment, gesture or contact of a sexual nature:
  - (i) that might reasonably be expected to cause offence or humiliation; or
  - (ii) that might reasonably be perceived as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.



- (e) Abuse of authority means an individual's improper use of power and authority inherent in the position held, by means of intimidation, threats, blackmail or coercion. This comprises actions which endanger an employee's job, undermine an employee's ability to perform the job or threatens the economic livelihood of an employee. However, it shall not include the legitimate exercise of an individual's supervisory power or authority.
- 61.02 (a) Any level in this grievance procedure may be waived if a person hearing the grievance is the subject of the complaint.
- (b) Grievances under this Article will be **handled** with all possible confidentiality and dispatch by the Union and the Employer.
- 61.03 An alleged offender shall be given notice of the substance of a complaint under this Article and shall be given notice of and be entitled to attend, participate in, and be represented at any grievance hearing or any adjudication under this Agreement.

**ARTICLE 62**

**DEFERRED SALARY PLAN**

This plan is designed to enable an employee to spread his/her salary over a determined period in order to take sabbatical leave with pay.

The Employer is required to replace any employee taking such leave according to the provisions of the Agreement.

The operating principle of the proposed plan is relatively simple. Employees voluntarily finance a period of leave for themselves.

Each employee participating in the plan agrees to a percentage cut in his/her salary, computed according to a predetermined formula, to be effective over a determined period so that he/she is entitled during this period to take sabbatical leave paid at the agreed salary percentage rate. For example, an employee, who wishes to take one (1) year of sabbatical leave and choose to finance it over a five (5) year period will receive during this period, including the leave year, 80% of his/her salary as provided for in the agreement.

As another example, an employee who chooses to take six (6) months of sabbatical leave and finance it over a five year period will receive those five (5) years, including the leave months, 90% of his/her salary as provided for in the agreement.

It should be noted that similar plans have already been introduced in the educational network and the public service, with the major difference that their implementation is left at the Employer's discretion and that sabbatical leave can only be granted if it allows the assignment of a laid-off employee.

#### **NATURE OF THE PLAN**

1. The plan enables an employee to spread his/her salary over a determined period in order to take sabbatical leave with pay.
2. The Employer is required to replace any employee who takes leave under the provisions of the agreement.

#### **Duration of the Leave**

3. The duration of sabbatical leave may be six (6) months or one (1) year, depending on which period the requesting employee chooses.

4. At the end of the leave period, the employee returns to **his/her** position. If this position has been abolished or the employee has been displaced in accordance with the agreement, **he/she will** be entitled to the same rights as if **he/she had** been on the job.

Eligibility

5. The Employer is required to grant sabbatical leave with deferred pay to any employee who meets the following criteria:
  - (a) have completed **two (2)** years of employment:
  - (b) be registered on contract under the plan:
  - (c) governed by the present Collective Agreement.
6. The contract shall include these provisions and the following specifications:
  - duration of involvement in the plan;
  - the duration ~~of~~ the sabbatical **leave**:
  - the starting date of the leave.

7. (a) The Employer and the Union shall agree at the local level on the sabbatical leave at the **same** time.

However, it shall be understood that a maximum of 20% of eligible employees at the local level may take sabbatical leave at the same time.

- (b) Notwithstanding the preceding sub-paragraph, each employee shall be entitled to at least one period of sabbatical leave within each five year period of participation in the plan.
8. Subject to the provisions of paragraph 7, the starting date of the sabbatical leave shall be set if necessary, according to the choices of the employees by order of seniority.

Salary

9. During each of the years covered by his/her contract, including the duration of the sabbatical leave, the employee shall receive a percentage of the salary to which he/she is entitled under the applicable collective agreement.

### Rights and Benefits

10. (a) During each of the years covered by his/her contract the employee shall be entitled to the benefits normally covered by the Collective Agreement.
- (b) For part-time employees, the fringe benefits paid under the Collective Agreement shall be an integral part of the salary for the purpose of implementing clause 9 of this plan.
- (c) During the sabbatical leave, the employee shall not be entitled to any of the premiums covered by his/her collective agreement. During each of the other years covered by his/her contract, the employee shall be entitled to all such premiums, as applicable, regardless of the reduction of his/her salary under Clause 9.
- (d) For vacation leave calculation purposes, sabbatical leave shall be considered as active employment. It shall be understood that for the duration of the contract, except during the sabbatical leave, vacation leave shall be paid at the salary percentage provided for by Clause 9, to which shall be added an amount based on the total premiums paid during the year.

- (e) Each of the years covered by the contract shall constitute a period of employment for the purposes of current retirement plans and salary shall be determined under those plans as if the employee had not participated in this plan.

The Employer shall pay not only its contribution to the retirement plan according to the salary provided for by the collective agreement but also the difference between the employee's contribution on the basis of the salary percentage provided for in paragraph 9 and the contribution that he/she would have paid if he/she had not participated in this plan.

- (f) During each of the years covered by his/her contract, the employee shall be entitled to all the other benefits provided for by the agreement that are not incompatible with the provisions of this plan.

#### RETIREMENT, RESIGNATION OR DEPARTURE

- 11. if the employee retires, resigns or leaves, the contract shall expire on the date of the event and the following terms shall apply:
  - (a) If the employee has already taken sabbatical leave (overpayment):

The employee shall pay back to the Employer, according to the terms agreed between the parties, the amount received during the leave, based on the percentage provided for in Schedule II of this plan and without interest. However, the percentages shall be adjusted, as required, in proportion to the exact period during which the contract was implemented.

- (b) If the employee has not taken sabbatical leave (underpayment):

The Employer pays back to the employee, for the period during which the contract was implemented, an amount equal to the difference between the salary to which the employee would have been entitled under the applicable agreement if he/she had not signed the contract and the salary received according to the contract. This amount shall be interest free.



(c) If the sabbatical leave is under way:

The amount payable by one party or the other shall be computed as follows: the amount already deducted on his/her salary under the contract. If the result is negative, the Employer shall repay this amount to the employee and if the result is positive, the employee shall repay this amount to the Employer.

#### DISMISSAL

12. In the event of the employee's dismissal, the contract shall expire on the dismissal date and the terms of Clause 11 shall apply. However, when dismissal is subject to adjudication, no reimbursement may be claimed from the employee before the adjudicator has handed down a decision.

#### LEAVE WITHOUT PAY

13. For the duration his/her contract, the employee shall not be entitled to any leave without pay except that which must be granted under this agreement.

In the latter case, the employee chooses:

- (i) either to prolong his/her contract by a period of the same length as the leave without pay;

(ii ) or end his/her contract, on the terms provided for in Clause 11.

**LAY-OFF OF EMPLOYEE WITH JOB SECURITY**

14. If an employee is laid-off during his/her contract, the Employer's obligation specified in the contract shall be transferred to the area placement office or service and/or the new Employer where a relocation is involved.

**DEATH OF EMPLOYEE**

15. In the event that the employee dies during his/her contract, the contract shall be cancelled on the date of the event and the terms covered in Clause 11 shall apply.

However, the Employer shall not claim any money where the employee would have been required to repay the Employer according to Clause 11.

## DISABILITY

16. (a) If the employee becomes disabled, **he/she** shall receive a percentage **of** the income protection benefit to which **he/she** is entitled under the agreement that is equal to the salary percentage that **he/she** receives under Clause 9 of this plan.
- (b) If the disability occurs during the last year of the contract, the employee may stop participating in this plan until the end of his/her disability. During the interruption, the employee shall receive full salary insurance benefits. **His/her** sabbatical leave may start on the day when his/her disability ends. Where the duration of the sabbatical leave is to **be** less than **twelve** months, the provisions of the preceding subparagraph shall apply.
- (c) If the disability starts before or during the sabbatical leave, the employee shall choose:
- (i) either to postpone his/her sabbatical leave until he/she is no longer disabled.
  - (ii) or to cancel the contract, thereby receiving his/her unpaid salary (sub-clause 11(b))

- (d) If the disability lasts over ~~two~~ (2) years, the contract will expire after ~~two~~ (2) years and the terms covered in Clause 11 shall apply. However, the Employer shall claim no money where the employee would have been required to repay the Employer according to Clause 11.

#### MATERNITY LEAVE AND ADOPTION LEAVE

17. (a) Falling during the sabbatical leave:

The sabbatical leave is interrupted for the duration of the maternity or adoption leave provided ~~for~~ in the agreement and is prolonged by a ~~period~~ equal of this in duration after the end of the maternity ~~or~~ adoption leave. The contract is also prolonged by the same period. During the interruption, the collective agreement provisions on maternity or adoption leave shall apply.

- (b) Falling before or after the sabbatical leave:

The contract is interrupted for the duration of the maternity or adoption leave and is prolonged by a period equal to that duration after its term. During the interruption, the collective agreement provisions on maternity leave shall apply.

- (c) Starting before and continuing **into** the sabbatical leave:

The employee shall choose between:

- (i) postponing the sabbatical leave: and
- (ii) cancelling the contract, thereby receiving the unpaid salary (Clause 11)

### **ARTICLE 63**

#### **SUMMER SAVE DAYS**

- 63.01 Between the dates of May 1 and October 31 of each fiscal year all **full** time employees shall take one day per month off without pay. The employee will be able to use their own discretion for which day they would like to take off without pay, but must take one day each month.
- 63.02 To ensure that essential services are not disrupted each employee must inform their immediate supervisor which day they would like off without pay.

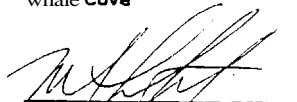
## **ARTICLE 64**

### **FAMILY VIOLENCE**

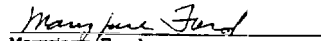
- 64.01 Where an employee is charged and convicted of an offense resulting from family violence, the employee will be offered an Employee Assistance Program.
- 64.02 The employee will be recommended to Department of Social Services and requested to attend Counselling sessions as directed.
- 64.03 If the employee refuses to attend Counselling or does not participate in the appropriate programs then they will be dismissed from the employment of the Hamlet.

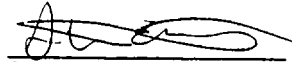
Signed in Whale Cove Nt. this 16 day of August 1995.

On behalf of the Hamlet of  
Whale Cove


  
Mike Countney  
Senior Adim. Officer


On behalf of the Public Service  
Alliance of Canada

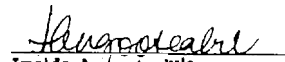
  
Maryjane Ford  
Committee Member

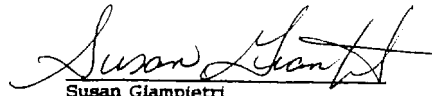
  
Stanley Adjuk  
Deputy Mayor

  
Ryan Kendrew  
Committee Member

  
Sharon Okalik  
Councillor/Personel

  
Ken Stewart  
Negotiator

  
Imelda Angootaaluk  
SOA Trainee

  
Susan Giampietri  
Vice President

**APPENDIX 'A' - RATES OF PAY**

**Effective September 1, 1995**

**Secretary/Interpreter**

**(ASCK II CODE 1202 PAY RANGE 11)**

<b>Level</b>	<b>1</b>	<b>2</b>	<b>3</b>
	<b>30,373</b>	<b>31,293</b>	<b>32,152</b>
	<b>4</b>	<b>5</b>	<b>6</b>
	<b>33,062</b>	<b>34,007</b>	<b>34,994</b>

**Hamlet Foreman**

**(TRFT I CODE 5101 PAY RANGE 21)**

<b>Level</b>	<b>1</b>	<b>2</b>	<b>3</b>
	<b>48,721</b>	<b>50,353</b>	<b>52,069</b>

**Building Maintainer**

**(TRGT III CODE 5297 PAY RANGE 18)**

<b>Level</b>	<b>1</b>	<b>2</b>	<b>3</b>
	<b>44,270</b>	<b>45,679</b>	<b>47,162</b>

**Head Mechanic**

**(TRGT III CODE 5223 PAY RANGE 23)**

<b>Level</b>	<b>1</b>	<b>2</b>	<b>3</b>
	<b>51,659</b>	<b>53,447</b>	<b>55,317</b>



**Assistant Mechanic**  
(TRGT II CODE 5202 PAY RANGE 19)

Level	1	2	3
	39,904	41,114	42,388
	4	5	6
	43,726	45,131	46,607

**Water Truck Operator**  
**Sewage Truck Operator**  
**Garbage Truck Operator**  
(TRGT I CODE 5201 PAY RANGE 15)

Level	1	2	3
	34,238	35,234	36,293
	4	5	6
	37,399	38,556	39,780

**Assistant Water Truck Operator**  
**Assistant Sewage Truck Operator**  
**Assistant Garbage Truck Operator**  
(GLMW I CODE 2102 PAY RANGE 12)

Level	1	2	3
	31,501	32,375	33,284
	4	5	6
	34,237	35,233	36,292

Heavy Equipment Operator  
(TROT III CODE 5303 PAY RANGE 29)

Level	1	2	3
	48,721	50,352	52,068

Airport Maintainer  
(TRAO I CODE 5401 PAY RANGE 19)

Level	1	2	3
	39,902	41,114	42,387
	4	5	6
	43,728	45,130	46,605

Observer/Communicator  
(TRAO II CODE 5402 PAY RANGE 21)

Level	1	2	3
	42,387	43,726	45,130
	4	5	6
	46,605	48,155	49,778

Janitor  
(GLDC I CODE 2101 PAY RANGE 12)

Level	1	2	3
	31,502	32,375	33,284
	4	5	6
	34,237	35,234	36,292

**Recreation Coordinator**  
**(PDLO II CODE 3042 PAY RANGE 25)**

<b>Level</b>	<b>1</b>	<b>2</b>	<b>3</b>
	<b>47,429</b>	<b>49,023</b>	<b>50,706</b>
	<b>4</b>	<b>5</b>	<b>6</b>
	<b>52,460</b>	<b>54,308</b>	<b>56,250</b>

**Clerk/Typist**  
**(ASCK I CODE 1201 PAY RANGE 9)**

<b>Level</b>	<b>1</b>	<b>2</b>	<b>3</b>
	<b>29,147</b>	<b>29,898</b>	<b>30,686</b>
	<b>4</b>	<b>5</b>	<b>6</b>
	<b>31,507</b>	<b>32,379</b>	<b>33,294</b>

**Gym Supervisor**

<b>Level</b>	<b>1</b>	<b>2</b>	<b>3</b>
	<b>26,426</b>	<b>28,383</b>	<b>30,340</b>
	<b>4</b>	<b>5</b>	<b>6</b>
	<b>32,299</b>	<b>34,256</b>	<b>36,212</b>

**Recreation Coordinator  
(PDLO II CODE 3042 PAY RANGE 25)**

<b>Level</b>	<b>1</b>	<b>2</b>	<b>3</b>
	47,429	49,023	50,706
	<b>4</b>	<b>5</b>	<b>6</b>
	52,460	54,308	56,250

**Clerk/Typist  
(ASCK I CODE 1201 PAY RANGE 9)**

<b>Level</b>	<b>1</b>	<b>2</b>	<b>3</b>
	29,147	29,898	30,686
	<b>4</b>	<b>5</b>	<b>6</b>
	31,507	32,379	33,294

**Gym Supervisor**

<b>Level</b>	<b>1</b>	<b>2</b>	<b>3</b>
	26,426	28,383	30,340
	<b>4</b>	<b>5</b>	<b>6</b>
	32,299	34,256	36,212

**APPENDIX 'A' - RATES OF PAY**

**Effective September 1, 1996**

**Secretary/Interpreter**

**(ASCK II CODE 1202 PAY RANGE 11)**

<b>Level</b>	<b>1</b>	<b>2</b>	<b>3</b>
	30,980	31,919	32,795
	<b>4</b>	<b>5</b>	<b>6</b>
	33,723	34,687	35,694

**Hamlet Foreman**

**(TRFT I CODE 5101 PAY RANGE 21)**

<b>Level</b>	<b>1</b>	<b>2</b>	<b>3</b>
	49,695	51,360	53,110

**Building Maintainer**

**(TRGT III CODE 5297 PAY RANGE 18)**

<b>Level</b>	<b>1</b>	<b>2</b>	<b>3</b>
	45,155	46,593	48,105

**Head Mechanic**

**(TRGT III CODE 5223 PAY RANGE 23)**

<b>Level</b>	<b>1</b>	<b>2</b>	<b>3</b>
	52,692	54,516	56,423

**Assistant Mechanic**  
**(TRGT II CODE 5202 BAY RANGE 19)**

<b>Level</b>	<b>1</b>	<b>2</b>	<b>3</b>
	40,702	41,936	43,236
	4	5	6
	44,601	46,034	47,539

**Water Truck Operator**  
**Sewage Truck Operata**  
**Garbage Truck Operator**  
**(TRGT I CODE 5201 PAY RANGE 15)**

<b>Level</b>	<b>1</b>	<b>2</b>	<b>3</b>
	34,923	35,939	37,019
	4	5	6
	38,147	39,327	40,576

**Assistant Water Truck Operator**  
**Assistant Sewage Truck Operator**  
**Assistant Garbage Truck Operata**  
**(GLMW ICODE 2102 PAY RANGE 12)**

<b>Level</b>	<b>1</b>	<b>2</b>	<b>3</b>
	32,131	33,023	33,950
	4	5	6
	34,922	35,938	37,018

**Heavy Equipment Operator**  
(TROT III CODE 5303 PAY RANGE 21)

Level	1	2	3
	49,695	51,359	53,109

**Airport Maintainer**  
(TRAO I CODE 5401 PAY RANGE 19)

Level	1	2	3
	40,700	41,936	43,235
	4	5	6
	44,601	46,033	47,537

**Observer/Communicator**  
(TRAO II CODE 5492 PAY RANGE 21)

Level	1	2	3
	43,235	44,601	46,033
	4	5	6
	47,537	49,118	50,774

**Janitor**  
(GLDC I CODE 2101 PAY RANGE 12)

Level	1	2	3
	32,132	33,023	33,950
	4	5	6
	34,922	35,939	37,018

**Recreation Coordinator  
(PDLO II CODE 3042 PAY RANGE 25)**

<b>Level</b>	<b>1</b>	<b>2</b>	<b>3</b>
	48,378	50,003	51,720
	<b>4</b>	<b>5</b>	<b>6</b>
	53,509	55,394	57,375

**Clerk/Typist  
(ASCK I CODE 1201 PAY RANGE 9)**

<b>Level</b>	<b>1</b>	<b>2</b>	<b>3</b>
	29,730	30,496	31,300
	<b>4</b>	<b>5</b>	<b>6</b>
	32,137	33,027	33,960

**Gym Supervisor**

<b>Level</b>	<b>1</b>	<b>2</b>	<b>3</b>
	26,955	28,951	30,947
	<b>4</b>	<b>5</b>	<b>6</b>
	32,945	34,941	36,936



APPENDIX \*A' - RATES OF PAY

Effective September 1, 1997

Secretary/Interpreter  
(ASCK II CODE 1202 PAY RANGE 11)

Level	1	2	3
	31,912	32,877	33,882
	4	5	6
	34,735	35,728	36,765

Hamlet Foreman  
(TRFT I CODE 5101 PAY RANGE 21)

Level	1	2	3
	51,186	52,901	54,703

Building Maintainer  
(TRGT III CODE 5297 PAY RANGE 18)

Level	1	2	3
	56,510	47,991	49,548

Head Mechanic  
(TRGT III CODE 5223 PAY RANGE 23)

Level	1	2	3
	54,273	56,148	58,116

**Assistant Mechanic  
(TRGT II CODE 5202 PAY RANGE 19)**

<b>Level</b>	<b>1</b>	<b>2</b>	<b>3</b>
	41,923	43,194	44,533
	<b>4</b>	<b>5</b>	<b>6</b>
	45,938	47,415	48,965

**Water Truck Operator  
Sewage Truck Operator  
Garbage Truck Operator  
(TRGT I CODE 5201 PAY RANGE 15)**

<b>Level</b>	<b>1</b>	<b>2</b>	<b>3</b>
	35,971	37,017	38,130
	<b>4</b>	<b>5</b>	<b>6</b>
	39,291	40,507	41,793

**Assistant Water Truck Operator  
Assistant Sewage Truck Operator  
Assistant Garbage Truck Operator  
(GLMW I CODE 2102 PAY RANGE 12)**

<b>Level</b>	<b>1</b>	<b>2</b>	<b>3</b>
	33,095	34,014	34,969
	<b>4</b>	<b>5</b>	<b>6</b>
	35,970	37,016	38,129

**Heavy Equipment Operator**  
(TROT III CODE 5303 PAY RANGE 21)

Level	I	2	3
	51,186	52,900	54,702

**Airport Maintainer**  
(TRA0 I CODE 5401 PAY RANGE 19)

Level	1	2	3
	41,921	43,194	44,523
	4	5	6
	45,939	47,414	48,963

**Observer/Communicator**  
(TRA0 II CODE 5492 PAY RANGE 21)

Level	1	2	3
	44,523	45,939	47,383
	4	5	6
	48,963	50,592	52,297

**Janitor**  
(GLDC I CODE 2101 PAY RANGE 12)

Level	1	2	3
	33,096	34,014	34,969
	4	5	6
	35,969	37,017	38,129

**Recreation Coordinator  
(PDLO II CODE 3042 PAY RANGE 25)**

<b>Level</b>	<b>1</b>	<b>2</b>	<b>3</b>
	49,829	51,503	52,522
	<b>4</b>	<b>5</b>	<b>6</b>
	55,114	57,056	59,096

**Clerk/Typist  
(ASCK I CODE, 1201 PAY RANGE 9)**

<b>Level</b>	<b>1</b>	<b>2</b>	<b>3</b>
	30,622	31,411	32,239
	<b>4</b>	<b>5</b>	<b>6</b>
	33,101	34,018	34,979

**Gym Supervisor**

<b>Level</b>	<b>1</b>	<b>2</b>	<b>3</b>
	27,764	29,820	31,875
	<b>4</b>	<b>5</b>	<b>6</b>
	33,933	35,989	38,044