

**Collective Agreement  
between the  
The Public Service Alliance of Canada  
(as represented by its agent The Nunavut Employees Union)  
and the  
Hamlet of Kugluktuk  
Effective From: October 1, 1998  
To: March 31, 2003**

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## **ARTICLE 1**

### **PURPOSE OF AGREEMENT**

1.01 The Purpose of this Agreement is to maintain harmonious and mutually beneficial relationships



between the Employer, the employees and the Union, to set forth certain terms and conditions of employment relating to pay, hours of work, employee benefits, and general working conditions affecting employees covered by this Agreement and to ensure that all reasonable measures are provided for the safety and occupational health of the employees.

1.02 The parties to this Agreement share a desire to improve the quality, to promote well-being and increase the productivity of the employees to the end that the Hamlet of Kugluktuk will be well and efficiently served. Accordingly the parties are determined to establish, within the framework provided by law, an effective working relationship at all levels in which members of the Bargaining Unit are employed.

## **ARTICLE 2**

### **INTERPRETATION AND DEFINITIONS**

2.01 For the purpose of this Agreement:

(a) "Abandonment of position" means an employee has severed their employment with the Hamlet if an employee does not show up for work after three (3) working days without notifying the employer and who is within the community of Kugluktuk. An employee who does not show up for work without notifying the employer after five (5) working days and who is outside the community of Kugluktuk shall be deemed to have abandoned his position.

(b) "Alliance" means the Public Service Alliance of Canada.

(c) "Allowance" means compensation payable to an employee in addition to his regular remuneration payable for the performance of the duties of his position.

(d) "Bargaining Unit" means all employees of the Employer except the Senior Administrative Officer and the Maintenance Supervisor.

(e) "Casual Employee" means a person employed by the Employer for a period not to exceed five (5) months. A casual employee is a member of the Bargaining Unit. If the casual employment exceeds five

(5) months the employee shall be considered a term employee and shall be entitled to all benefits in this Collective Agreement retroactive back to the original date of hire. Casual employees shall not be entitled to benefits unless stated elsewhere in this Collective Agreement.

(f) "Committee" means the Labour/Management Committee.

(g) 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.

(h) (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 pension (if the plan allows for it and at no cost to the employer), 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.

(i) "Day of Rest" in relation to an employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of his position other than by reason of his being on leave of absence.

(j) "Demotion" means the appointment of an employee for reasons of misconduct, incompetence or incapacity, to a new position for which the maximum pay is less than that of his former position.

(k) "Dependant" means a person residing with the employee who is the employee's spouse (including common-law), child, step-child, adopted child, foster child who is under twenty-one years of age and dependent of him/her for support or being 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.

(l) "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.

(m) "Employee" means a member of the bargaining unit.

(n) "Employer" means the Kugluktuk Hamlet Council.

(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 or lack of funds.

(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, special levy 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: Edmonton

(x) "Probation" means a period of six (6) months from the day upon which an employee is first appointed to the Hamlet or a period of four (4) months after an employee has been transferred or promoted. If an employee does not successfully complete his probationary period on transfer or promotion he 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.

(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 four 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.

(iv) "bi-weekly rate of pay" means an employees annual salary divided by 26.088.

(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 Nunavut Employees Union.

(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 slow-down 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, nor by reason of union membership or activity. The Affirmative Action Policy now in place shall not be considered to be a discriminatory act.

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 Union and the Employer shall share equally in the costs associated with the printing and distribution of the Collective Agreement. The Union will facilitate said printing and distribution within sixty (60) days of signing of this Agreement. There shall be no financial penalty to the Union if the printing and distribution is not completed within the sixty (60) days time limit.

## **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 or other instrument.

## **ARTICLE 6**

### **STRIKES AND LOCKOUTS**

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

6.02 No employee shall be required to cross any picket line at a place of work. No employee shall suffer a loss of pay or benefits as a result of a refusal to cross any picket line at a place of work, where the picketing Union is on a legal strike and is a Union representing a group of employees working for the employer.

## **ARTICLE 7**

### **MANAGERIAL RESPONSIBILITIES**

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

## **ARTICLE 8**

### **EMPLOYER DIRECTIVES**

8.01 The Employer shall provide the Alliance 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 The Employer shall permit access to its work premises of an accredited representative of the Union upon reasonable notice.

## **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 verbally as soon as possible and in writing within thirty (30) days.

## **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 may grant leave with 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 Where operational requirements permit 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 Northern Territories Federation of Labour.

#### REPRESENTATIVES TRAINING COURSE

11.08 Where operational requirements permit 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 Where operational requirements permit 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 LEAVE FOR ELECTED OFFICERS**

(a) Employees elected to the positions of President, 1st Vice President, 2nd Vice President, Regional Vice President of the Nunavut Employees Union, or PSAC National Director for the North shall be granted a leave of absence for the term of office. The employee's seniority shall be maintained but will not accrue during the leave of absence. At the conclusion of the leave of absence, the employee will return to the same or a comparable position to that which he held at the commencement of the leave. Sick leave credits earned prior to the leave will be credited to the employee and other applicable benefits will be re-instituted with the Employer.

The Employer shall continue to pay such employees their applicable salaries and benefits in accordance with the terms of the Collective Agreement. Upon invoice by the Hamlet, the Union shall reimburse the Employer for all associated costs.

(b) Subject to operational requirements and upon reasonable notification, the Employer may grant leave without pay to a Union representative seconded for a minimum period of one week to serve as President of the Union on a temporary basis.

#### **ARTICLE 12**

#### **CHECK OFF**

#### **UNION DUES**

12.01 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.

12.04 No employee organization, other than the Union, shall be permitted to have membership fees deducted by the Employer from the pay of the employees in the Bargaining Unit.

12.05 The amounts deducted in accordance with Clause 12.01 shall be remitted to the Comptroller of the Alliance, 233 Gilmour Street, Ottawa, Ontario, K2P 0P1 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.

## **ARTICLE 13**

### **INFORMATION**

#### **PROVISION TO UNION**

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 consist of a photocopy of the information sent to the Public Service Alliance of Canada for dues remittance.

If and when the Union requests additional information, being, employees name, address, job title, employment status, rate of pay, and social insurance number, the Employer shall provide it. Such information shall not be unreasonably requested by the Union.

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 AND PROBATION**

#### **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 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.

#### **PROBATION**

14.03 A newly hired employee shall be on probation for a period of six (6) months. This probationary period can be extended once only, by three (3) months if the Labour/Management Committee agrees that it is necessary. An employee shall be on probation for a period of four (4) months when an employee has been promoted or transferred. During the probationary period, the employee shall be entitled to all rights and benefits of this agreement except the right to grieve a termination.

## **ARTICLE 15**

### **PROVISION OF BULLETIN BOARD**

#### **SPACE AND OTHER FACILITIES**

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

15.02 The Employer shall upon availability, 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 fifteen minutes. There shall be no disciplinary action taken against the employees if the orientation exceeds fifteen 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) Good Friday;

(c) Easter Monday;

(d) Victoria Day;

(e) Canada Day;

(f) Civic Holiday, The first Monday in August;

(g) Labour Day;

(h) Thanksgiving Day;

(i) Remembrance Day;

(j) Christmas Day;

(k) Boxing Day;

(l) Hamlet Day

(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.

(3) Employees shall have the option of selecting alternative days to use as designated paid holidays, if a majority of the employees and Hamlet Council agree to the selected change.

(4) The Hamlet Council may declare up to one day as a Designated Paid Holiday to recognize Nunavut Day

16.02 Clause 16.01 does not apply to an employee who is absent without cause on the working day

immediately preceding or the working day following the designated paid holiday.

#### HOLIDAY FALLING ON A DAY OF REST

16.03 When a 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.

16.07 An Employee who is not required to work on a general holiday shall not be required to work on another day that would be otherwise be a non-working day in the week in which the holiday occurs, unless he is paid at a rate at least equal to double his regular rate of wages for the time worked by him on that day.

#### 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 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.

17.05 An employee request for any leave shall be responded to by the Senior Administrative Officer as soon as the Senior Administrative Officer 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 (15 days per annum) until the month in which the anniversary of the fourth (4th) year of continuous service is completed.

(b) one and two-thirds ( $1\frac{2}{3}$ ) days each month (20 days per annum) commencing in the month after completion of four (4) years of continuous service and ending in the month that ten (10) years of continuous service is completed.

(c) two and one-twelfth ( $2\frac{1}{12}$ ) days each month (25 days per annum) commencing in the month after completion of ten (10) 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 (30 days per annum) commencing in the month after the completion of fifteen (15) years of continuous service.

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

#### **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, except in an emergency;

(c) grant the employee his vacation leave during the fiscal year in which it is earned at a time specified by him;

(d) (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.

(e) 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. Where the Employer has proposed to change, reduce or deny the vacation leave requested by the employee, the Employer if requested by the employee shall provide the employee with the reasons, in writing, for such change, reduction or denial of vacation leave, and such change, reduction or denial shall be subject to the grievance procedure of this agreement.

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 18; or

(b) is granted special leave with pay because of illness in the immediate family as defined in Article 18; or

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

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 leave days earned but not used shall be granted to the employee.

18.05 Employees are not permitted to carry over more vacation credits than can be earned in one (1) fiscal year. Vacation leave credits exceeding one (1) years entitlement will be liquidated in cash at the end of the fiscal year. An employee may opt to liquidate vacation leave credits in cash at fiscal year end. When an employee opts to have their vacation credits paid out the request must be given to the Senior Administrative Officer before March 31st of that fiscal year.

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 travelling on vacation leave are entitled to transportation assistance once per fiscal year. All employees shall receive an amount equal to the actual cost of the excursion fares (14 or 7 day advance booking) return airfare to the point of departure for themselves and their dependants calculated on the following basis:

When travel is by scheduled aircraft:

Employee - Adult fare return

Employee's spouse - Adult fare return

Employee's dependent

children under 12 - appropriate percentage of adult fare that is charged for a child.

Employee's dependant children 12 years

and over - appropriate percentage of adult fare that is charged for a youth.

If through no fault of the employee, their airline ticket has to be upgraded to full economy fare, the Employer shall pay for the upgrading.

When travel is by means other than scheduled aircraft:

For Employee \$400

For Employee's Spouse \$350

For employee's Dependant \$150

Effective April 1, 1999 when travel is by means other than scheduled aircraft:

For Employee \$800

For Employee's Spouse \$550

For employee's Dependant \$150

When both the husband and wife are working for the Hamlet only one shall receive this benefit. If this

benefit is available from another source the employee will only be eligible for one benefit.

### VACATION 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.

## ARTICLE 19

### SPECIAL LEAVE

19.01 An employee shall earn special leave credits at the following rates up to a maximum of twenty-five (25) days at a rate of one-half (1/2) day for each calendar month in which he received pay for at least ten (10) days. As credits are used, they may continue to be earned.

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, adoptive child, step child, foster 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) where a member of the immediate family residing outside the employee's community of residence becomes seriously ill.

(2) The Employer shall grant special leave earned with pay for a period of up to two (2) consecutive working days:

(a) when an employee is to be married.

(3) 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;

(b) where special circumstances not directly attributable to the employee prevent his reporting to duty, including:

(i) serious household or domestic emergencies.

(ii) a general transportation tie-up caused by weather if the employee makes every reasonable effort to report for duty including in the event that an employee is weathered out while on the land or out of town;

(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 An employee may be entitled to up to fifteen (15) days civic leave with pay each year to serve as members of community councils, public boards and committees and to actively participate in sporting events in the Region, Territorial Interprovincial, National and Inter-national levels. (This includes the Arctic Winter Games), Search and Rescue activities shall qualify for civic leave.

19.04 Special leave in excess of ten (10) consecutive working days for the purposes enumerated in Clause 19.02 may only be granted with the Employer's approval.

19.05 An employee shall be granted special leave with pay up to a maximum of three (3) working days on the occasion of the birth of his child where travel is required and one (1) working day where travel is not required. An employee shall be granted special leave with pay up to a maximum of one and one-half (1 1/2) working day on the occasion of the adoption of a child. This leave may be divided into two parts and taken on separate days.

#### ADVANCE OF CREDITS

19.06 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

### **19.07 (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 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, adoption agencies, or job interviews.

## **ARTICLE 20**

### **SICK LEAVE**

#### **CREDITS**

20.01 An employee shall earn sick leave credits at the rate of one and one-quarter (1 1/4) days for each calendar month for which he 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 (1/2) day but less than a full day, one-half (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 fifteen (15) days which shall be

charged against future credits as earned. If the employee dies before authorized unearned sick leave has been liquidated, no recovery shall be made from the employee's estate.

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.

20.06 An employee is required to produce a certificate from a qualified medical practitioner, certifying that such employee is unable to carry out his/her duties due to illness:

(a) for sick leave in excess of two (2) working days.

(b) for any additional sick leave in a fiscal year when in the same fiscal year the Employee has been granted five (5) days sick leave wholly on the basis of the statements signed by him.

#### TRANSPORTATION TO A MEDICAL CENTRE

20.07 All employees not entitled to medical transportation benefits that are provided by the Government of the Northwest Territories and Health and Welfare Canada will be entitled to the equivalent level of the benefits to be provided by the Employer.

#### MEDICAL TRAVEL TIME

20.08 Every employee who is proceeding to a medical centre will be granted leave of absence with pay 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.

20.09 At the end of the fiscal year, if an employee has used ten (10) days or less of sick leave then one (1) day of sick leave credits will be converted to vacation leave.

20.10 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) remuneration received for meals, accommodation, and travel by an employee from the court shall be retained by the employee and shall not be subject to any recovery by the Employer. Any monies received by the employee as compensation for lost wages from the court shall be recovered by the Employer subject that the amount recovered will not exceed the amount of wages paid to employees from the employer.

#### **Injury on Duty**

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 or negligence.

(b) Sickness resulting from the nature of his employment; or

(c) Over-exposure to radioactivity 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.

#### EMERGENCY LEAVE

21.03 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.

#### MATERNITY LEAVE

21.04 (a) An employee who becomes pregnant shall notify the Employer of her pregnancy at least 15 weeks prior to the expected date of termination of her pregnancy; and, subject to section (ii) of this Clause, shall, eleven (11) weeks before the expected date of the termination of her pregnancy be granted leave without pay for a period ending not later than twenty-six (26) weeks after the date of the termination of her pregnancy.

(b) The Employer shall:

(i) upon written request from the employee, defer the commencement of maternity leave without pay of an employee or terminate it earlier than twenty-six (26) weeks after the date of the termination of her pregnancy;

(ii) grant maternity leave without pay to an employee to commence earlier than eleven (11) weeks before the expected termination of her pregnancy;

(c) The Employer may where maternity leave without pay is requested, require an employee to submit a medical certificate certifying pregnancy.

(d) Leave granted under this Clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay.

(e) After completion of six (6) months continuous employment, an employee who provides the Employer with proof that she has applied for, is serving the U.I. waiting period or is in receipt of 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.

(f) An applicant under Clause 21.04(e) shall sign an agreement with the Employer providing:

(i) that she will return to work and remain in the Employer's employ for a period of at least six (6) months after her return to work;

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

(g) Should the employee fail to return to work as per the provisions of Clause 21.04(f), the employee recognizes that she is indebted to the Employer for the amount of maternity leave allowance received.

(h) In respect of the period of maternity leave, payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:

Effective March 31, 1992

(i) For the first two (2) weeks, payments equivalent to ninety-three percent (93%) of her weekly rate of pay; and

(ii) For the period during which unemployment insurance benefits are received, payments equivalent to the difference between the unemployment insurance benefits the employee is eligible to receive and ninety-three percent (93%) of her weekly rate of pay;

(i) (i) For a full-time employee the weekly rate of pay referred to in Clause 21.04 (h), shall be the weekly rate of pay to which she is entitled as of the day immediately preceding the commencement of the maternity leave;

(ii) For a part-time employee the weekly rate of pay referred to in Clause 21.04 (h), shall be the prorated weekly rate of pay to which she is entitled. This amount of entitlement shall be determined by averaging the employee's weekly earnings over a period of six (6) months continuous employment immediately preceding the commencement of the maternity leave.

(j) Where an employee becomes eligible for an annual increment or pay raise during the period of maternity leave, payments under Clause 21.04(h) shall be adjusted accordingly.

(k) The employee has no vested right to this allowance except for supplementation of U.I. benefits as provided in this Article.

(l) Payments in respect of any other remuneration or severance pay benefits are not reduced or increased by payments received under this Article.

(m) The Employer will inform the Canada Employment and Immigration Commission of any changes in this Article within thirty (30) days of the effective date of the change.

(n) Further, when a pregnant employee produces a statement from her physician that her working condition may be detrimental to her health or that of the fetus, the Employer will either change those working conditions where that is reasonable within his operational requirements or allow the employee to take leave of absence without pay for the duration of her pregnancy.

(o) An employee shall be eligible for sick leave and/or group insurance benefits in the event that illness or disabilities arise related to pregnancy.

(p) A male employee shall be granted leave with pay in the same manner as maternity leave with pay where the mother decides not take the full maternity leave.

#### ADOPTION LEAVE

21.05 An employee shall be granted leave in the same manner as maternity leave for parental leave when the child they are adopting is six (6) months old or less.

An employee shall be granted leave without pay for parental leave when the child they are adopting is older than six (6) months.

#### Relocation of Spouse

21.06 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.

Leave Without Pay For Care And Nurturing

21.07 Subject to operational requirements, leave without pay in one or more periods to a total maximum of two (2) years during an employee's total period of employment may be provided for the care and nurturing of preschool children.

**ARTICLE 22**

**HOURS OF WORK**

22.01 Unless stated elsewhere, the work week is Monday to Friday inclusive. The normal hours of work for office staff and recreation staff shall be between 08:30 and 17:00 and for trades employees hours of work shall be between 08:00 and 17:00 inclusive of a one (1) hour lunch period.

The hours of work for some positions are modified and described below.

a) Recreation Staff

The usual hours of work for Recreation staff will be 8:30 to 5:00 pm however these hours may be adjusted for purposes such as Recreation Committee Meetings, Tournaments and functions outside these hours. Overtime will be effective after 37.5 hours per week.

b) Council Clerk, Assistant SAO, Foreman

The regular hour of work may be adjusted to include attendance at Hamlet Council Meetings and Committee Meetings. Overtime will be effective after 37.5 and 40 hours per week respectively.

c) Bylaw Officer

The current hours of work are:

Sunday to Thursday inclusive 10:00 pm to 1:00 am

Monday to Friday inclusive 11:30 am to 5:00 pm excluding noon lunch hour.

The hours are to be adjusted to create two (2) consecutive days off.

When there are two Bylaw Officers working, the Labour Management Committee will with both Officers determine hours of work taking into consideration the following criteria:

- i) two consecutive days off
- ii) minimal split shifts
- iii) after 37.5 hours per week overtime will be in effect.
- d) CARS Employees

Hours of work will be 12 per day, four (4) days on and four (4) days off. This schedule may change to meet airline requirements.

22.02 Employees shall be entitled to a rest period, with pay, of fifteen (15) minutes duration commencing on or about mid-morning and shall be entitled to a rest period with pay of fifteen (15) minutes duration commencing on or about mid-afternoon.

22.03 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.

22.04 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.

## **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 among readily available qualified employees within each classification.

(b) to give employees who are required to work overtime reasonable advance notice of this requirement.

(2) Except in the case of 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 (1½ 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. However when an employee works both on the first and second day of rest, double time (2X) for all hours worked on the second day of rest.

(iii) In lieu of (i) and (ii) the Employer shall grant equivalent leave with pay at the appropriate overtime rate to be taken at a time mutually agreeable to the employee and the employer.

(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 three (3) 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 41).

## **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. The cheques shall be itemized and show bi-weekly deductions.

24.03 Employees who have earned overtime compensation in addition to their regular pay, may bank this time at overtime rates and take it as lieu time at a time mutually agreeable between the employee and the Employer.

### **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 increases to every employee not later than the month following the month in which this Agreement is signed and not later than the month following the month in which any subsequent salary increases become effective.

(2) The Employer agrees to pay any retroactive remuneration for salary increases, 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.

24.06 (a) When an employee is appointed to a new position he shall be paid 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 their present rate of pay.

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 23.01 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.

### PAY RECOVERY

24.09 (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 the pay recovery and the employer shall 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 one (1) hour of work at the appropriate overtime rate. When no work is available he shall receive compensation of one (1) hour 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 one (1) 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 Except in an Emergency employees shall not be required to return to work on a call-back. When employees do return to work on a call-back, payment under this Article shall be made whether or not work is actually available and performed.

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

## **ARTICLE 27**

### **TERM POSITIONS**

27.01 Except with prior mutual agreement between the Union and the Employer, no term position may extend beyond two (2) years. Should the Employer wish a term position to extend beyond a period of two (2) years, 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 28**

### **STANDBY**

28.01 No employee shall be required to be on standby.

## **ARTICLE 29**

### **TECHNOLOGICAL CHANGE**

29.01 (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.

(c) In cases where employees may require retraining the Employer will make every reasonable effort to offer training courses.

## **ARTICLE 30**

### **PAY FOR TRAVEL ON BEHALF OF EMPLOYER**

30.01 (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 straight time rate for all hours travelled.

(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. The employee and the employer shall meet to determine appropriate arrangements for payment agreeable to both parties. If arrangements agreeable to both parties can not be made the employee will not be disciplined for not proceeding on duty travel.

(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, the employee and the employer shall meet to determine appropriate arrangements for payment agreeable to both parties. If arrangements agreeable to both parties can not be made the employee will not be disciplined for not proceeding on duty travel.

(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 31**

### **SEVERANCE PAY**

31.01 For the purpose of this Clause only seniority shall be calculated from March 1, 1989.

#### **LAY-OFF**

31.02 (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 the first year of service and one (1) week for each year of continuous employment after the first year.

(b) Payment shall be prorated in respect of any period of continuous employment which is less than a complete year.

## DEATH

31.03 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.

## Abandonment of Position

31.04 An employee who does not show up for work after three working days without notifying the employer and who is within the community of Coppermine shall be deemed to have abandoned his position.

An employee who does not show up for work after five working days without notifying the employer and who is outside the community of Coppermine shall be deemed to have abandoned his position.

## Retirement

31.05 An employee who has four or more years of continuous employment commencing accumulation from April 1, 1997 and who retires at age 65 is entitled to be paid Severance Pay at the rate of one half (½) week pay for each completed year of continuous employment.

## ARTICLE 32

### LAY-OFF AND JOB SECURITY

32.01 Lay-offs will be made, when necessary, on the basis of seniority within specified classifications.

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

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.

32.02 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 three (3) months.

(b) every employee subject to lay-off shall, during the three (3) 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.

32.03 (a) Employees who have been transferred or promoted and who are unable to adequately perform the duties of the new position within three (3) months of transfer or promotion 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.

32.04 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 - 2 WORKING DAYS

32.05 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 two (2) 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. An employee is only allowed to access the cooling off period once per fiscal year.

32.06 Recall from a lay-off will be made on the basis of seniority within specified classifications.

32.07 The Employer shall notify employees who are to be laid off two (2) months 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.

32.08 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 give by registered mail, notice is deemed to be given seven (7) days from the date of mailing when the employee is living in Coppermine and fourteen (14) days when the employee is living outside of Coppermine.

Employees on layoff status are required to advise the Employer of any change of address.

32.09 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 33**

#### **STATEMENT OF DUTIES**

33.01 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 and current Statement of Duties and responsibilities including the position's classification level.

### **ARTICLE 34**

#### **EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES**

34.01 (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 36 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, retraining, or any other facets of career development which may be available.

34.02 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.

34.03 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.

34.04 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.

34.05 (a) The Employer's representative who assesses an employee's performance must have observed the employee's performance for at least one-half (½) of the period for which the employee's performance is evaluated.

In the event that an Employer's representative has not observed the employee's performance for one-half (½) 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) Only one file per employee for the purposes of performance evaluation or discipline shall exist.

(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. Once a set of proceedings have started, the Union cannot change representatives.

## **ARTICLE 35**

### **CLASSIFICATION**

35.01 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.

35.02 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, or request, be provided with a copy of his statement of duties before he files a grievance.

## **ARTICLE 36**

### **ADJUSTMENT OF DISPUTES**

36.01 (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.

36.02 If he so desires, an employee may be assisted and represented by the Union when presenting a

grievance at any level.

36.03 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.

36.04 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.

36.05 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)

36.06 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.

36.07 An employee or the Union may present a grievance to the first level of the procedure in the manner prescribed in Clause 36.03 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.

36.08 The Employer shall reply in writing to a grievance within twenty-one (21) calendar days at level 1 and within thirty (30) calendar days at level 2.

36.09 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 35.08 within fourteen (14) calendar days after the day the reply was due.

36.10 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.

36.11 No employee shall be dismissed without first being given notice in writing together with the reasons therefore, twenty-four hours prior to the dismissal. When the Employer dismisses an employee the grievance procedures shall apply except that the grievance may be presented at the Final Level.

36.12 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 beginning at the first 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.

36.13 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.

36.14 An employee may, by written notice to the Senior Administrative Officer 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.

36.15 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.

36.16 No proceedings under this Article are invalid by reason of any defect of form or any technical irregularity.

## **ARBITRATION**

36.17 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.

36.18 (1) The parties agree that arbitration referred to in 36.17 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.

36.19 (1) The arbitrator has all of the powers granted to arbitrators under the Canada Labour Code part V 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.

36.20 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.

36.21 The Hamlet and the Union shall each pay one-half ( $\frac{1}{2}$ ) of the remuneration and expenses of the arbitrator and each party shall bear its own expenses of every such arbitration.

36.22 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.

36.23 Where an employee files an appeal against his dismissal from the Hamlet by way of a grievance the provisions of Clause 36.17 apply.

36.24 In addition to the powers granted to arbitrators under the Canada Labour Code Part V 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.

36.25 The Labour/Management Committee shall have the first four (4) days in which to try to settle the grievance prior to the matter being referred to Arbitration.

## **ARTICLE 37**

### **CONTRACTING OUT**

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

## **ARTICLE 38**

### **LABOUR/MANAGEMENT COMMITTEE**

38.01 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 matters of mutual interest.

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

38.03 The Committee will meet at any time at the request of either party, but in any event will meet at least once every six (6) months.

38.04 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.

(iii) 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 substances 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

### Hazard Identification

(l) 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

1. 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 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 IV 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

38.05 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.

38.06 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

38.07 (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.

38.08 The Committee will discuss other matters of mutual concern which may arise from time to time.

#### ENERGY CONSERVATION

38.09 The Committee shall discuss the matter of energy conservation. 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.

## **ARTICLE 39**

### **ULTIMATE REMOVAL ASSISTANCE**

39.01 An employee who was hired from outside the Hamlet of Kugluktuk and who has worked for the Hamlet for two (2) years shall receive one hundred percent (100%) removal assistance from the Hamlet to point of hire.

If an employee is entitled to removal by another source, the employee shall access this source first.

## **ARTICLE 40**

### **SAFETY AND HEALTH**

#### **RIGHT TO REFUSE DANGEROUS WORK**

40.01 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 disciplinary 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.

## **ARTICLE 41**

### **DUTY TRAVEL**

41.01 Employees travelling on behalf of the Employer shall be reimbursed for reasonable expenses incurred. The Labour/Management shall determine in each individual case what the reasonable expenses are, prior to the employees departure.

## **ARTICLE 42**

### **CIVIL LIABILITY**

42.01 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 Administration 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 or negligence 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 43**

### **DISCIPLINE, AND SUSPENSION**

#### **SUSPENSION**

43.01 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.

43.02 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.

43.03 The Employer shall notify the local representative of the Union that such suspension has occurred or is to occur.

#### **DISCIPLINE**

43.04 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.

## PROVISIONAL ARBITRATION

43.05 In the event of a suspension without pay of fifteen (15) days or more, or termination, in addition to the normal grievance and arbitration procedure in Article 36, 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.

43.06 The "provisional arbitrator" will be appointed upon the agreement of the Union and the Employer. If the Union and the Employer fail to arrive at an agreement, an arbitrator will be appointed through the Arbitration Act of the NWT.

43.07 The "provisional arbitration" will be heard in Kugluktuk, unless in the interest of expediency a different location is mutually agreed upon.

43.08 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 36.

43.09 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.

43.10 Should the "provisional arbitrator" decide to reinstate an employee, and the arbitrator in the ultimate arbitration hearing provided for in Article 35 decide against the employee, the employee shall not be ordered nor required to pay back any amount of money.

## ARTICLE 44

### VACANCIES, JOB POSTING, PROMOTIONS, AND TRANSFERS

44.01 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 Senior Administration Officer within a further four (4) working day period, unless a longer period is specified on the posting by the Employer.

44.02 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.

44.03 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.

44.04 No employee shall be transferred to a position outside the Bargaining Unit without his consent. Such transfers will not exceed six (6) months. An employee shall be entitled to all rights and benefits contained in the Collective Agreement for the duration of this transfer.

44.05 No employee shall be transferred to another position within the Bargaining Unit without his consent. Such transfer within the Bargaining Unit will not exceed six (6) months.

44.06 New employees shall not be hired when there are employees on lay-off who are qualified to perform the job.

## **ARTICLE 45**

### **PRESENT CONDITIONS AND BENEFITS**

45.01 (1) The Employer shall provide an RRSP or Pension Plan as the employee chooses and equal contribution of five (5%) by the Employer and five (5%) by the employee.

(2) Community Employee Benefit Act (CEBA) benefits will be made available to employees on a cost shared basis according to the terms of the CEBA plan.

One point one percent (1.1%) matching contributions for Long term disability, Accidental death, Life insurance, Dependant life insurance.



Point six percent (.6%) matching contributions payable to a maximum of \$11.70 per month by the employee for Short term disability.

(3) The Employer shall pay CEBA the full cost of contributions presently at twenty dollars and sixty-six cents (\$20.66) dental coverage and five dollars and fifty-one cents (\$5.51) for medical coverage on behalf of employees who are not covered for dental or medical cost by the Government of the Northwest Territories or Health and Welfare Canada.

45.02 An Employee who is to be dismissed shall be provided with the option of taking early retirement if he would otherwise qualify.

45.03 The Employer shall discuss a Pre-Retirement Planning program in consultation at the Labour/Management Committee.

45.04 The Employer shall provide an Incentive Award and Retirement Award program, which shall be developed in consultation at the Labour/Management Committee.

## **ARTICLE 46**

### **PROMOTIONAL OPPORTUNITIES**

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

## **ARTICLE 47**

### **TERMS AND CONDITIONS**

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

## ARTICLE 48

### TRADES

#### APPLICATION

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

48.02 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

48.03 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.

#### WORK CLOTHING AND PROTECTIVE EQUIPMENT

48.04 The Employer shall provide all clothing and equipment required by the Workers' Compensation Board plus the following articles.

- (i) Rubber gloves for water, sewer and garbage employees and swampers.
- (ii) Winter coveralls for swampers, drivers, mechanics, operators, Foreman, and apprentices to be replaced once per year.
- (iii) Two (2) pairs summer coveralls for water, sewer, and garbage employees, mechanics and bylaw officers.

(iv) Uniform Clothing issue to Bylaw workers on initial hire consisting of three (3) shirts, two (2) neckties, insignia, summer and winter jacket.

48.05 The Employer shall replace the articles mentioned in (48.04) above when they are presented worn or damaged beyond repair by an employee, at no cost to the employee.

#### SAFETY BOOTS

48.06 The Employer agrees to provide garage, maintenance, water, sewer and garbage employees with two hundred dollars (\$200) for a boot allowance. The employee shall be required to sign an application form stating that they received this money for the purpose of buying safety boots. If an accident occurs and the employee is injured because he was not wearing safety boots the employer shall not be obliged to grant Injury on Duty Leave under Article 21.02 of this Collective Agreement.

#### ADVERSE WEATHER CONDITIONS

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

### ARTICLE 49

#### APPRENTICES AND TRAINEES

49.01 (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) Apprentices and Trainees will be reimbursed for up to a one half hour telephone call once per week to Kugluktuk from their training location upon the presentation of the telephone billing verification.

(f) 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 50**

### **TOOLS**

50.01 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. In situations where highly specialized tools not normally associated with a Journeyman's tool kit are required, they will be provided by the Employer, who will retain ownership of them. The Employer shall assist employees in the purchase of tools and equipment used in the performance of their duties to the extent that employees shall be able to purchase these tools and equipment through the Hamlet at the Hamlet's cost price.

## **ARTICLE 51**

### **WAGE RATES**

51.01 Wage rates shall be as according to Appendix A of this Agreement and shall be effective upon ratification of this agreement.

## **ARTICLE 52**

### **SETTLEMENT ALLOWANCE**

52.01 A Settlement Allowance will be paid to all permanent, part-time or term employee.

52.02 The amount of Settlement Allowance paid will be:

On April 1, 1996 Settlement Allowance was increased to \$3250.00 per annum prorated hourly.

Effective April 1, 1998 the Settlement Allowance will be increased by ten (10%) percent to a maximum of \$6400.00.

Settlement Allowance will be paid on a biweekly basis.

All employees presently receiving an amount more than stated above shall continue to receive that amount until such time that the benefit in this Collective Agreement exceeds the amount presently received. At this time the employee shall receive the amount stated in the Collective Agreement.

## **ARTICLE 53**

### **CREDIT FOR PREVIOUS EXPERIENCE**

53.01 Wage rates for rehired employees shall be established as follows:

(a) for an employee who has been employed with the Employer within one (1) year, one hundred percent (100%) credit.

53.02 The Employer may grant a greater amount of credit for previous experience than specified in 53.01 above.

## **ARTICLE 54**

### **HOUSING ALLOWANCE**

54.01 All employees living in private accommodation or paying economic rent and utilities 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.

This benefit shall be given to only one person per household in the case where the husband and wife both work for the Hamlet of Kugluktuk.

## **ARTICLE 55**

### **PERSONAL USE OF PROPERTY AND EQUIPMENT**

55.01 Subject to insurance requirements and following obtaining the permission of the Senior Administrative Officer, employees shall be allowed to use the property and equipment (except heavy equipment) of the Employer for personal use at no cost. The Labour/Management Committee shall determine the hours that the employee will be allowed to use the property and equipment.

## **ARTICLE 56**

### **EDUCATION AND TRAINING**

56.01 The Labour/Management Committee will develop training options for programs and funding for all employees to be implemented as funds are available.

## **ARTICLE 57**

### **RE-OPENER OF AGREEMENT**

### **AND MUTUAL DISCUSSIONS**

### **RE-OPENER OF AGREEMENT**

57.01 This Agreement may be amended by mutual consent.

## MUTUAL DISCUSSIONS

57.02 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 58

### DURATION AND RENEWAL

58.01 The term of this Agreement shall be from the October 1, 1998 to March 31, 2003.

The pay schedules contained in Appendix "A" and Settlement Allowance Schedule contained in Article 52 shall apply from the dates specified therein.

58.02 Notwithstanding the preceding, the provisions of this Agreement, including the provisions for the adjustments of disputes in Article 36, shall remain in effect during the negotiations for its renewal and until a new Agreement becomes effective.

58.03 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 147 of the Canada Labour Code, Part V.

58.04 Where notice to commence collective bargaining has been given under Clause 58.03, 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 148 of the Canada Labour Code Part V or upon mutual agreement of the parties the matter is referred to interest arbitration and an award is handed down.

## **APPENDIX A**

### **RATES OF PAY**

#### **Hourly Rates**

#### **POSITION Step 1 Step 2 Step 3 Step 4 WEEKLY HRS**

Assistant Secretary

Manager 21.61 22.15 22.70 23.27 37.5

Clerk/Receptionist 15.51 15.90 16.30 16.71 37.5

Finance/Council Clerks 17.65 18.09 18.54 19.01 37.5

Janitor - Part Time 15.34 15.72 16.12 16.52 37.5

Foreman/Mechanic 22.14 22.69 23.26 23.84 40

Airport Maintainer 20.27 20.78 21.30 21.83 40

Heavy Equipment

Operator / Drivers 17.21 17.64 18.08 18.53 40

Swampers 14.16 14.51 14.87 15.24 40

Bylaw Officer 18.90 19.37 19.85 20.35 37.5

Bylaw Training Officer 15.10 15.48 15.87 16.27 37.5

CARS Employees 18.10 18.55 19.02 19.49 modified 40

Senior CARS 20.02 20.52 21.03 21.56 modified 40

Government Liaison Officer\* 18.10 18.55 19.02 19.49 37.5

Lands Administrator 19.81 20.31 20.81 21.33 37.5

Employment Officer 17.82 18.27 18.72 19.19 37.5

Recreation Coordinator 19.81 20.31 20.81 21.33 37.5

Facility Maintainer Level A 18.30 18.76 19.23 19.71 37.5

Level B 15.64 16.03 16.43 16.84 37.5

Trainee 15.00 15.38 15.76 16.15 37.5

Awareness Councillor 11.92 12.22

Alcohol and Drug

Co-ordinator 16.14 16.54

\*Present Incumbent has wage grid listed in Personnel File

Effective April 1, 2000 Step 2 (of the wage grid) applies on an employee's anniversary date provided a satisfactory performance appraisal has been completed. If a performance appraisal is not completed then the merit increase is automatic.

Effective April 1, 2001 Step 3 (of the wage grid) applies on an employee's anniversary date provided a satisfactory performance appraisal has been completed. If a performance appraisal is not completed then the merit increase is automatic.

Effective April 1, 2002 Step 4 (of the wage grid) applies on an employee's anniversary date provided a satisfactory performance appraisal has been completed. If a performance appraisal is not completed then the merit increase is automatic.

#### NOTE 1

Where the Hamlet takes on contracts from other agencies with pay levels set in that contract and levels of benefits defined, only those funded benefits and pay levels will be passed on to the employees hired to do those specific functions contracted subject to the maximums outlined in this agreement.

#### NOTE 2

Where the Hamlet acts as a payroll service for other agencies and the employees are not hired or terminated by the Hamlet and there is no reporting relationship to the Hamlet, those employees will not be deemed to be employees of the Hamlet.

#### NOTE 3

Casual rates of pay will be the hourly rate of pay for the classification with the lowest casual rate of pay being that of Swamper for any unclassified position. Vacation pay of four per cent (4%) will be added.

#### NOTE 4

Positions within Brighter Futures program are not deemed to fall within the scope of the bargaining unit for the life of this Collective Agreement.

## **APPENDIX B**

### **CARS EMPLOYEES**

As the Hamlet has recently taken on the responsibilities for CARS under contract from the Government of the Northwest Territories, the following will apply:

1. Staff housing will not be provided to these positions.
2. After completing a six (6) month probationary period, the employee will be required to join CEBA and

pay the appropriate share of costs.

3. When employees are required to work on designated paid holidays, employees will be paid at the rate of 1½ times the regular rate of pay.

4. Except as outlined above, employees are entitled to the terms and conditions of the Collective Agreement.

5. This Appendix and the amendments to the Collective Agreement resolves all previous disputes.

### **Memorandum of Understanding**

The parties agree that effective April 1, 1999 the term 'Northwest Territories' shall be replaced by 'Nunavut' wherever it appears in this agreement and is applicable.

Signed this day of November, 1998

On behalf of the On behalf of

The Hamlet of Kugluktuk Public Service Alliance of Canada

Original signed Original signed

Stanley Anablak Jean François Des Lauriers

Mayor Executive Regional Vice-President

For the North

Public Service Alliance of Canada

Original signed Original signed

David H White Phillip Katik

Senior Administration Officer Committee Member

Original signed Bruce McWilliam

Committee Member

Original signed Original signed

Mike Stilwell Svante Dunkers

Hamlet Negotiator Nunavut Service Officer