

SOURCE	UNION		
EFF.	96	04	21
TERM.	97	03	31
NO. OF EMPLOYEES	4840		
NOMBRE D'EMPLOYÉS	211		

COLLECTIVE AGREEMENT
 between
THE PUBLIC SERVICE ALLIANCE OF CANADA
 and
THE HAMLET OF REPULSE BAY

Effective from: * April 1, 1996
To: March 31, 1997

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

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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 Repulse Bay will be well and efficiently served. Accordingly the parties are determined to establish, within the framework provided by law, an effective working relationship at all levels in which members of the bargaining unit are employed.

ARTICLE 2

INTERPRETATION AND DEFINITIONS

- 2.01 For the purpose of this Agreement:
- (a) "Alliance" means the Public Service Alliance of Canada.
 - (b) "Allowance" means compensation payable to an employee in addition to his regular remuneration payable for the performance of the duties of his position.
 - (c) "Bargaining Unit" means all employees of the Hamlet of Repulse Bay excluding the Secretary/Manager, and Assistant Secretary Manager as certified by the Canada Labour Relations Board on April 13, 1984.
 - (d) "Casual Employee" means a person employed by the employer for work of a temporary nature.
 - (e) Continuous employment and Continuous Service means uninterrupted service with the Hamlet and with reference to reappointment of a layoff 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.
 - (f) "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.
 - (g) "Demotion" means the appointment of an employee for reasons of incompetence or incapacity, to a new position for which the maximum pay is less than that of his former position.
 - (h) "Dependant" means a person residing with the employee who is the employee's spouse (including commonlaw), child, stepchild, adopted child who is under nineteen years of age and dependent upon him/her for support or being nineteen years of age or more and dependent upon him/her by reason of 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.
 - (i) "Double time" means twice the straight time.

- (j) "Employee" means a member of the bargaining unit
- (k) "Employer" means the Hamlet of Repulse Bay.
- (l) "Fiscal Year" means the period of time from April 1, in one year to March 31, in the following year.
- (m) "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.
- (n) "Hamlet" and "Hamlet Council" means the Hamlet of Repulse Bay.
- (o) "Holiday" means the twenty-four (**24**) hour period commencing at 12 midnight at the beginning of a day designated as a paid holiday in this Agreement.
- (p) "Layoff" means an employee whose employment has been terminated because of lack of work or lack of funding.
- (q) "Leave of Absence" means absence from duty with the Employer's permission.
- (r) "Manager" means the Manager or Secretary/Manager of the Hamlet of Repulse Bay.
- (s) "May" shall be regarded as permissive and "Shall" and "Will" as imperative.
- (t) "Membership Fees" means the fees established pursuant to the By-Laws of the Public Service Alliance of Canada as the fees payable by the members of the Bargaining Unit.
- (u) "Overtime" means work performed by an employee before or after or in excess or outside of his regularly scheduled hours of work.
- (v) "Point of Departure" means Winnipeg.
- (w) "Probation" means a period of twelve (12) months from the day upon which an employee is first appointed to the Hamlet or six (6) months on promotion or transfer.
- (x) "Promotion" means the appointment of an employee to a new position, the maximum rate of pay of which exceeds that of his former position.
- (y) "Rates of Pay"
 - (i) "weekly rate of pay" means an employee's annual salary divided by 52;
 - (ii) "daily rate of pay" means an employee's weekly rate of pay divided **by** five (5);
 - (iii) "hourly rate of pay" means an employee's daily rate of pay divided by his regularly scheduled daily hours of work.
- (z) "Representative" means an employee who has been elected or appointed as a steward or who represents the Union at meetings with management and who is authorized to represent the Union.
- (aa) "Transfer" means the appointment of an employee to a new position, that does not constitute a promotion or demotion.

- (bb) "Straight time rate" means the hourly rate of remuneration.
 - (cc) "Time and one-half" means one and one-half times the straight time rate.
 - (dd) "Union" means the Public Service Alliance of Canada as represented by its agent the Union of Northern Workers.
 - (ee) "Week" for the purposes of this Agreement shall be deemed to commence at 12 midnight on Sunday and terminate at 12 midnight on the following Sunday.
- 2.02 Except as otherwise provided in this Agreement, expressions used in this Agreement:
- (a) if defined in the Labour Standards Act or in the Regulations made thereunder, have the same meaning as given to them in that Act; and,
 - (b) if defined in the Interpretation Act, but not defined in the Act mentioned in paragraph (a), have the same meaning as given to them in the Interpretation Act.
- 2.03 Where the masculine gender is used, it shall be considered to include the female gender unless any provision of this Agreement otherwise specifies.

ARTICLE 3

RECOGNITION

- 3.01 The Employer recognizes the Union as defined in Article 2.01 (z) as the exclusive bargaining agent for all employees as described in the Certification Order issued by the Canada Labour Relations Board dated April 13, 1984.

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 or ethnic origin, political or religious affiliation, language, marital or family status, criminal record for which a pardon has been granted, nor by reason of union membership or activity.
- 3.03 The Employer will advise prospective employees that the Hamlet of Repulse Bay is a unionized work place.

ARTICLE 4

APPLICATION

- 4.01 The provisions of this Agreement apply to the Union, the employees and the Hamlet of Repulse Bay.

ARTICLE 5

SECURITY OF THE AGREEMENT

Future Legislation

- 5.01 In the event that any law passed by Parliament or the NWT 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 reopened upon the request of either party and negotiations shall commence with a view to finding an appropriate substitute of equal value for the annulled or altered provision. Any dispute arising from such negotiations may be referred to arbitration by either party.

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.

ARTICLE 6

STRIKES AND LOCKOUTS

- 6.01 There shall be no lockout by the Employer and no interruption or impeding of work, work stoppage, strike, sitdown, slowdown, or any other interference with production by any employee or employees during the life of this Agreement.
- 6.02 Any employee who participates in any interruption or impeding of work, work stoppage, strike, sitdown, slowdown, or any other interference with production during the life of this Agreement, may be disciplined by the Employer.

ARTICLE 7

MANAGERIAL RESPONSIBILITIES

- 7.01 Management shall exercise its rights in a manner that is fair, reasonable and consistent with the terms of this agreement.

ARTICLE 8

OUTSIDE EMPLOYMENT

- 8.01 Subject to clause 8.02, an employee can carry on any business or employment outside his regularly scheduled hours of duty without interference from the Hamlet.
- 8.02 Employees are prohibited from carrying on any business or employment outside their regularly scheduled hours of duty when such business or employment is such that:
- (a) a conflict of duties may develop between an employee's regular work and his outside interests; and
 - (b) certain knowledge and information available only to Hamlet of Repulse Bay personnel place the individual in a position where he can exploit the knowledge or information for personal gain.

ARTICLE 9

EMPLOYER DIRECTIVES

- 9.01 The Employer shall provide the Union and the Local 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 have written agreement of the Union prior to issuing the directives.

ARTICLE 10

ALLIANCE ACCESS TO EMPLOYER PREMISES

- 10.01 Upon reasonable notification the Employer shall permit access to its work premises of an accredited representative of the Union. Permission to enter the Employer's premises shall not be unreasonably denied.

ARTICLE 11

APPOINTMENT OF REPRESENTATIVES

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

ARTICLE 12

TIME OFF FOR ALLIANCE BUSINESS

Conciliation or Arbitration Hearings (Disputes)

- 12.01 (a) The Employer will grant leave with pay to one (1) employee representing the Union before a Conciliation or Arbitration Board hearing;

Employee called as a Witness

- (b) The Employer will grant leave with pay to an employee called as a witness before a Conciliation or Arbitration Board hearing and where operational requirements permit, leave with pay to an employee called as a witness by the Union.

Arbitration Hearing (Grievance)

- 12.02 (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) Where operational requirements permit, 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) Where operational requirements permit, the Employer will grant leave with pay to a witness called by an employee who is a party to the grievance.
- 12.03 Where an employee and his representative are involved in the process of his grievance and where operational requirements permit, he or they shall be granted reasonable time off.
- (a) when the discussions take place in the Hamlet of Repulse Bay, leave with pay, and;
- (b) when the discussions take place outside the Hamlet of Repulse Bay, leave without pay.

Contract Negotiations Meetings

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

Preparatory Contract Negotiations Meetings

- 12.05 When operational requirements permit, the Employer will grant leave with pay to employees to attend a reasonable number of preparatory negotiations meetings.

Meetings Between Employee Organizations and Management

- 12.06 When operational requirements permit, the Employer will grant time off with pay to two (2) employees who are meeting with management on behalf of the Union.

Employee Organization Executive Council Meetings, Congress and Conventions

12.07 When 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 of Northern Workers, the Canadian Labour Congress and the NWT Federation of Labour.

Representatives Training Course

12.08 When 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

12.09 (a) A Representative shall obtain the permission of his immediate supervisor before leaving his work to investigate a grievance, to meet with management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld.

(b) The Representative shall make every reasonable effort to report back to his supervisor before resuming his normal duties.

12.10 When operational requirements permit, and upon reasonable notice, 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 Federal or Territorial legislation; and

(b) to present briefs to commissions, boards and hearings that are mandated by Territorial legislation or the Federal Government.

ARTICLE 13

CHECK OFF

13.01 Effective the first of the month following the signing of this Agreement, the Employer will, as a condition of employment, deduct an amount equal to the amount of membership fees from the pay of all employees in the Bargaining Unit.

13.02 The Union shall inform the Employer in writing of the authorized deduction to be checked off for each employee within the Bargaining Unit.

13.03 For the purpose of applying Clause 13.01, deductions from pay for each employee will occur on a biweekly basis.

13.04 From the **date** of signing and for the duration of this Agreement no employee organization, other than the Union, shall be permitted to have membership fees deducted by the Employer from the pay of the employees in the Bargaining Unit.

- 13.05 The amounts deducted in accordance with Clause 13.01 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.
- 13.06 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.
- 13.07 The Employer agrees to identify annually on each employee's T-4 slip the total amount of membership fees deducted for the preceding year.

ARTICLE 14

INFORMATION

- 14.01 (a) The Employer agrees to provide the Union within thirty (30) days of any change occurring in the Bargaining Unit, with the name, address, job classification, rate of pay, social insurance number and employment status of all employees in the Bargaining Unit.

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

- (b) The Employer shall provide separate listings for employees who are normally scheduled to work full time (including term, casual and/or seasonal employees) and for employees who are normally scheduled to work less than full time, that is fewer than the regular hour per day or days per week.
- 14.02 The Employer shall provide each employee with a copy of the Collective Agreement.
- 14.03 The Employer and the Union shall equally share in the cost of the translation of this Collective Agreement into Inuktitut. The **cost** involved in this translation shall be limited to the cost of adapting as appropriate a previously translated agreement. The translation shall be arranged by the Hamlet within three (3) months of the signing of this Agreement.
- 14.04 The Alliance agrees to pay the cost of printing this collective agreement.

ARTICLE 15

PROVISION OF BULLETIN BOARD SPACE AND OTHER FACILITIES

- 15.01 The Employer shall provide bulletin board space in each location clearly identified for exclusive Union use for the posting of notices pertaining to elections, appointments, meeting dates, news items and social and recreational affairs.

- 15.02 The Employer shall make available to the Union specific locations on the premises for the placement of bulk quantities of literature of the Union.
- 15.03 Upon reasonable notice and when the space is available the Employer shall make available to the Union and the members of the Bargaining Unit a suitable meeting room for each local or branch to be used from time to time for the conducting of business relating to the Bargaining Unit.
- 15.04 The Employer will deliver any mail originating from the Union addressed to members in accordance with the Employer's normal internal mail distribution system.

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) The Queen's birthday
 - (e) Canada Day
 - (f) The first Monday in August, or another day fixed by order of the Commissioner of the NWT
 - (g) Labour Day
 - (h) Thanksgiving Day
 - (i) Remembrance Day
 - (j) Christmas Day
 - (k) Boxing Day
 - (l) One additional day when proclaimed by an **Act** of Parliament as a National Holiday
 - (m) one or more additional days when proclaimed by the Mayor of the Hamlet of Repulse Bay.
- (2) Where the Commissioner of the NWT agrees to provide the majority of employees in any community with time off in support of a community function, those employees who are unable to take advantage of the time off because of operational requirements, will be paid at the overtime rate for hours worked during that period.

- (3) Clause 16.01 does not apply to an employee who is absent without pay on both the working day immediately preceding and the working day following the Designated Paid Holiday, except with the approval of the Council of the Hamlet of Repulse Bay.
- (4) At the discretion of the Employer, employees shall be granted leave with pay on nondesignated holiday days between Boxing Day and New Years.

Holiday Falling on a Day of Rest

- 16.02 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.
- 16.03 When a day designated as a holiday for an employee is moved to another day under the provisions of Clause 16.02:
- (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.
- 16.04 (a) When the Employer requires an employee to work on a Designated Paid Holiday as part of his regularly scheduled hours of duty or as overtime when he is not scheduled to work he shall be paid in addition to the pay that he would have been granted had he not worked on the holiday at time and one half (1½X) for the first four (4) hours and double time (2X) for all hours worked thereafter.
- (b) An employee may request and be granted time off in lieu of pay at the appropriate rate for (a) above.
- 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 At the request of the employee, and where the operational requirements of the Hamlet permit, an employee shall not be required to work both Christmas and New Year's Day. An employee shall not have such a request denied in two (2) consecutive years.

ARTICLE 17

LEAVE - GENERAL

- 17.01 When the employment of an employee who has been granted more vacation, sick leave or special leave with pay than he has earned is terminated the employee shall be considered to have earned that amount of leave with pay granted to him provided that:
- (a) an employee's employment is terminated by his death;
 - (b) an employee's employment is terminated by layoff.

- 17.02 During the month of April in each year the Employer shall inform each employee in the Bargaining Unit in writing of the balance of his special, sick, and vacation leave credits as of the 31st day of March.
- 17.03 If, at the end of the fiscal year, an employee's entitlement to vacation leave with pay includes a fractional entitlement of less or more than one-half day the entitlement shall be increased as follows:
- (a) to a half day if the fractional entitlement is less than one-half day;
 - (b) to a full day if the fractional entitlement is more than one-half day.
- 17.04 Employees shall be permitted to accumulate Compensatory Leave. On the last pay check before Christmas, all unused compensatory leave credit not earned in the previous month shall be liquidated in cash. Compensatory Leave may only be taken at a time mutually agreeable to the employee and the Employer.
- 17.05 For the purpose of leave or time off, operational requirements are deemed to exist when:
- (a) the absence of the employee will prevent a deadline to be met because the employee cannot readily be replaced, or
 - (b) the absence of the employee will cause an interruption or reduction of a service or activity which is necessary for the continued operations of the Employer.

ARTICLE 18

VACATION LEAVE

Accumulation of Vacation Leave

- 18.01 (1) For each month of a fiscal year in which an employee receives ten (10) days pay, he shall earn Vacation Leave at the following rates:
- (a) one and onequarter (1 $\frac{1}{4}$) days each month until the month in which the anniversary of the second (2nd) year of service is completed. (three (3) weeks per year).
 - (b) one and two-thirds (1- $\frac{2}{3}$) days each month commencing in the month after completion of two (2) years of continuous service and ending in the month that fifteen (15) years of service is completed. (4 weeks per year).
 - (c) two and one-twelfth (2- $\frac{1}{12}$) days each month commencing in the month after completion of fifteen (15) years of employment and ending in the month that twenty-four (24) years of service is completed (5 weeks per year).
 - (d) two and one-half (2 $\frac{1}{2}$) days each month commencing in the month after completion of twenty-four (24) years of employment. (6 weeks per year).
- (2) (a) The accumulated service for part time employees shall be counted for the vacation leave entitlements in paragraphs (a) (b), (c), and (d) of section (1) of this clause.

- (b) Part time employees shall be paid four (4), six (6), eight (8), ten (10), or twelve (12) percent of their total earnings in the fiscal year in accordance with their accumulated service in lieu of vacation leave to which they would otherwise be entitled.

Granting of Vacation Leave

18.02 (1) The Employer shall grant vacation leave at times convenient to both the Employer and the employee.

- (2) An employee shall continue to receive settlement allowance while on vacation leave.
- (3) The Employer shall make every reasonable effort to reply to the request for vacation leave submitted by the employee within five (5) days after the request has been received in writing. Where the Employer has proposed to deny the vacation leave requested by the employee, the Employer shall provide the employee with the reasons, in writing, for such denial of vacation leave.

18.03 Where in respect of any period of vacation leave, an employee:

- (a) is granted special leave with pay, when there is a death in his immediate family as defined in Article 19; or
- (b) is granted special leave with pay because of illness in the immediate family as defined in Article 19; or
- (c) is granted sick leave on production of a medical certificate;

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

Carry Over Provisions

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

Leave when Employment Terminates

18.05 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 layoff if the employee so requests.

18.06 An employee whose employment is terminated by reason of a declaration that he abandoned his position is entitled to receive the payment referred to in Clause 18.05. If after reasonable efforts the Employer is unable to locate the employee within six (6) months of termination, his entitlement shall lapse.

Excluding extenuating circumstances an employee will be deemed to have abandoned his position if he has not contacted his Employer within a two (2) week period.

Vacation Travel Assistance

- 18.07 (1) Employees, who have completed six months of continuous employment, travelling on vacation leave are entitled to transportation assistance, equivalent to the cost of an economy class return airfare from Repulse Bay to Winnipeg, once each fiscal year for the employee, employee's spouse and each dependent child.
- (2) Where the spouse of an employee is receiving any transportation assistance from his or her employer, the employee shall be treated as if he or she is a single person.
- (3) Application for travel assistance must be applied for a minimum of fourteen (14) days prior to the travel date.
- (4) Where travel is by means other than scheduled or chartered aircraft, a transportation allowance as follows:

Employee	\$1000.00
Employee's spouse	\$800.00
Employee's child	\$400.00

Travel Time

- 18.08 Each employee upon taking vacation leave shall be entitled to two (2) days leave for travel purposes once per year.
- 18.09 An employee will receive one (1) additional day of vacation leave with pay for each period of five (5) vacation days liquidated between the dates of October 1 and March 31.

ARTICLE 19

SPECIAL LEAVE

Credits

- 19.01 An employee shall earn special leave credits up to a maximum of twenty-five (25) days at the following rates:
 - (a) one-half day for each calendar month in which he received pay for at least ten (10) days, or
 - (b) one-quarter day for each calendar month in which he received pay for less than ten (10) days.

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

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

- (1) The Manager shall grant special leave earned with pay for a period of up to five (5) consecutive working days:
 - (a) when there is a death in the employee's immediate family;
 - (b) when an employee is to be married.
- (2) The Manager may grant an employee special leave with pay for a period of up to five (5) consecutive working days:
 - (a) (i) where a member of the immediate family becomes ill (not including childbirth) and the employee is required to care for his dependants or for the sick person;
 - (ii) where a member of the immediate family residing outside the employee's community of residence becomes seriously ill.
 - (b) where special circumstances not directly attributable to the employee prevent his reporting to duty, including:
 - (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;
 - (iii) serious community emergencies, where the employee is required to render assistance.
 - (c) in the event of the death of the employee's son inlaw, daughter inlaw, brother inlaw, sister inlaw.
 - (d) in circumstances which are of general value to the Hamlet, such as where the employee:
 - (i) takes an examination which will improve his position or qualifications in the Hamlet;
 - (ii) attends a course in civil defense training or Reserve Forces training;
 - (iii) requires a medical examination for enlistment in the Canadian Forces or in connection with a veteran's treatment program.
 - (e) for an employee to attend court sessions when a dependent is required to attend.

19.03 Special leave in excess of five (5) consecutive working days for the purposes enumerated in Clause 19.02 may be granted by the Manager.

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

Advance of Credits

19.05 Where an employee has insufficient credits to permit the granting of special leave within the meaning of this Article, leave up to a maximum of five (5) days, may, at the discretion of the

Employer **be** granted, subject to the deduction of such advance leave from any special leave credits subsequently earned.

Casual Leave

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

Medical, Dental and Legal Appointments

- (1) (a) Whenever it is necessary for an employee to attend upon or to escort a dependent to a doctor, nurse, dentist, lawyer, or school during working hours he may be granted casual leave for these purposes.

Other Casual Leave

- (b) The Manager may grant an employee casual leave for other purposes of a special of unusual nature.
- (2)** Upon presentation of appropriate documentation employees may be granted casual leave with pay to a maximum of one/half day per occurrence where the employee's physician requires him to attend regular or recurring medical treatments and checkups.

Such other casual leave shall not be unreasonably denied.

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

Quarantine

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

ARTICLE 20

SICK LEAVE

Credits

20.01 An employee shall earn sick leave credits at the rate of one and one-quarter (1%) days for each calendar month for which he receives pay for at least ten (10) days.

20.02 Subject to the remainder of this Article, all absences on account of illness on a normal working day shall be charged against an employee's accumulated sick leave credits except:

- (a) When the period of absence is two hours or less there shall be no charge
- (b) When the period of absence is more than two hours but less than six hours, one half day shall be charged

- (c) When the period of absence is six hours or more, one full day shall be charged.
- 20.03 Unless otherwise informed by the Employer, an employee must sign the statement stating that because of an illness or injury he was unable to perform his duties;
- (a) if the period of leave requested does not exceed three (3) working days, and
- (b) if in the current fiscal year, the employee has not been granted sick leave of more than nine (9) days wholly on the basis of statements signed by him.
- 20.04 An employee is required to produce a certificate from a qualified medical practitioner, certifying that such employee is unable to carry out his duties due to illness:
- (a) for sick leave in excess of three (3) working days;
- (b) for any additional sick leave in a fiscal year when in the same fiscal year the employee has been granted sick leave of nine (9) days wholly on the basis of the statements signed by him.
- 20.05 Where leave of absence without pay is authorized for any reason, or an employee is laid off because of lack of work, and the employee returns to work upon expiration of such leave of absence or layoff, he shall earn sick leave credits for each month in which he worked at least 10 days and shall retain any unused sick leave existing at the time of layoff or commencement of leave without pay.
- 20.06 In circumstances where sick leave would be authorized but the employee has insufficient or no sick leave credits, at the discretion of the Employer, he shall be granted sick leave in advance to a limit of ten (10) days which shall be charged against future credits as earned. If the employee dies before authorized unearned sick leave has been liquidated, no recovery shall be made from the employee's estate.
- 20.07 An employee is not eligible for sick leave with pay for any period during which he is on leave of absence without pay or under suspension.
- 20.08 When an employee is granted sick leave with pay and injury on duty leave is subsequently approved for a concurrent period, there shall be no charge against his sick leave credits for the period of concurrency.

Transportation to a Medical Centre Travel Time

- 20.09 Every employee who is proceeding to a medical centre shall be granted leave of absence with pay which is not to be charged against his sick leave credits for the lesser of three (3) days or the actual time taken to travel from his post to a medical centre and return.
- 20.10 Employees shall be permitted to use their sick leave credits in the event of illness or injury to a spouse or child where the presence of the employee is necessary. This entitlement is limited to two (2) days per occurrence.
- 20.11 The Hamlet will consider requests from employees for reasonable transportation, accommodation and other related expenses when an employee requires a second medical opinion and such costs are not covered by any other source.
- 20.12 An employee shall be granted one (1) day leave with pay if no sick leave has been used in a year.

ARTICLE 21

OTHER TYPES OF LEAVE

Court Leave

- 21.01 Subject to (c) below leave of absence with pay shall be given to every employee, other than an employee on leave of absence without pay or under suspension, who is required:
- (a) for jury selection or to serve on a jury; 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.
 - (c) Notwithstanding anything contained in this article, there shall be deducted from the regular pay of the employee any remuneration received by him as a result of serving on a jury or as a witness, other than remuneration received as an allowance or reimbursement for expenses incurred in such duty.

Injury on Duty Leave

- 21.02 An employee shall be granted injury on duty leave with pay to a maximum of either special leave credits or sick credits he has accumulated, but not both, where it is determined by a Worker's Compensation Board that he is unable to perform his duties because of:
- (1) (a) personal injury accidentally received in the performance of his duties and not caused by the employee's wilful misconduct; or
 - (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 Hamlet any amount received by him from the Worker's Compensation Board for loss of wages in settlement of any claim he may have in respect of such injury, sickness or exposure.
- (2) While the parties are awaiting the decision of the Workers' Compensation Board as to the compensability of the injury, the employee shall use his sick leave credits. If the injury is not

compensable, there shall be no return of sick leave credits used by the employee. If the injury is compensable, the employer shall credit the employee with the sick leave credits used.

The time off taken by the employee shall be charged at the employee's option to either his special or sick leave credits but not both, at the appropriate rate.

- (3) The appropriate rate of liquidation of injury on duty leave after an award by the Workers' Compensation Board shall be equal to the difference between the employee's regular wages and the compensation received from the Workers' Compensation Board, i.e., if 2/3 of the employee's regular wage is received from the Workers' Compensation Board, the amount of leave liquidated for one day's injury on duty leave shall be 1/3 day.

Maternity Leave

- 21.03 (1) Subject to 21.03 (2), an employee who becomes pregnant shall:
- (a) Notify the Employer of her pregnancy at least 15 weeks prior to the expected date of termination of her pregnancy: and
 - (b) Be granted leave of absence without pay, commencing eleven (11) weeks before the expected date of termination of her pregnancy and ending not later than twenty-six (26) weeks after the date of termination of her pregnancy.
- (2) At the request of an employee, the Employer may vary the time specified in 21.03 (1) provided that the employee submits the written approval of either a qualified medical practitioner or a person approved by the Deputy Minister of Health.
- (3) 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 or temporarily transfer the employee to another position with equal pay or allow the employee to take leave of absence without pay for the duration of her pregnancy.

Child Care Leave Without Pay

- 21.04 (1) Subject to clause 21.04(2), where an employee has or will have the actual care and custody of a newborn child, that employee is entitled to and shall be granted a leave of absence without pay of up to thirty-seven (37) weeks, commencing as the employee elects:
- (a) In the case of a female employee:
 - (i) On the expiration of any leave of absence from employment taken by her under the maternity leave provisions of this Agreement;
 - (ii) on the day the child is born; or
 - (iii) on the day the child comes into her actual care and custody.
 - (b) In the case of a male employee:
 - (i) On the expiration of any leave of absence taken in respect of the child by the mother during and after her pregnancy;
 - (ii) on the day the child is born; or

- (iii) on the day the child comes into her actual care and custody.
- (c) Subject to clause 21.04(2), where an employee commences legal proceedings to adopt a child or obtain an order under the law for the adoption of a child, that employee is entitled to and shall be granted a leave of absence without pay up to thirty-seven (37) weeks, commencing on the day the child comes into the employee's care.
- (2) The aggregate amount of leave of absence without pay that may be taken by two employees under clause 21.03 and 21.04(1) in respect to the birth or adoption of any one child shall not exceed thirty-seven (37) weeks.

ARTICLE 22

HOURS OF WORK - GENERAL

- 22.01 The work week shall be Monday to Friday inclusive with a scheduled work day of eight (8) consecutive hours as is appropriate, exclusive of a lunch period. The hours of work shall be between the hours of 8:00 a.m. and 5:00 p.m.
- 22.02 Employees shall be entitled to a rest period, with pay, of fifteen (15) minutes duration commencing on or about midmorning and shall be entitled to a rest period with pay, of fifteen (15) minutes duration commencing on or about mid-afternoon. An employee may absent himself from his place of work during such rest periods, but for each such rest period shall not be absent with pay from his place of work for more than fifteen (15) minutes.
- 22.03 A specified meal period of one hour's duration shall be scheduled as close to the midpoint of the work day as possible. The Employer will make every effort to arrange meal periods at times convenient to the employees.

ARTICLE 23

OVERTIME

- 23.01 Employees shall record starting and finishing times of overtime worked on a form determined by the Employer.
- 23.02 (1) Subject to operational requirements the Employer shall make every reasonable effort:
 - (a) to allocate overtime work on an equitable basis among readily available qualified employees who are normally required in their regular duties to perform that work;
 - (b) to give employees who are required to work overtime reasonable advance notice of this requirement.
- 23.03 (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) and (c).

- (b) Overtime work shall be compensated at time and one half for the first four hours of overtime worked and at double time for hours worked in excess of four hours, and at
 - (c) Double time (2T) for all time worked on the second day of rest.
- 23.04 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 operational requirements, 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 Article (35.01).
- 23.05 An employee may request and be granted time off in lieu of pay at the appropriate rate for overtime compensation earned in clause 23.03.

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 Rates of Pay article.
- 24.02 Employees shall be paid on a biweekly basis with pay days being every second Thursday.
- 24.03 Employees who have earned overtime compensation, other than time off in lieu, or any other extra allowances in addition to their regular pay, shall receive such remuneration in the pay period when such compensation was earned.

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

Acting Pay

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

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 in which any subsequent salary increases become effective.
- (2) The Employer agrees to pay all retroactive remuneration for salary increases, overtime, acting pay and allowances not later than the month following the month in which the Agreement is signed.

ARTICLE 25

TECHNOLOGICAL CHANGE

- 25.01 (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 as is practicable but not less than three (3) months' notice to the Union of any major technological change in equipment which would result in changes in the employment status 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 26

PAY FOR TRAVEL ON BEHALF OF EMPLOYER

- 26.01 (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 Saturday or Sunday or designated paid holiday, at the applicable overtime rate for all hours travelled, with a minimum of four **(4)** hours pay at the straight time rate and a maximum of eight **(8)** hours at the applicable overtime rate.
- (2) For the purpose of this Article, hours travelled includes a one (1) hour check-in period at airports, bus depots, or train stations, as well as a one (1) hour checkout period at each overnight stopover and at the final destination. Hours travelled also include time spent waiting for connecting flights, trains or buses, but is exclusive of overnight stopovers.
- (3) The Employer will make every reasonable effort to restrict travel 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 Saturday or Sunday and does not work, he shall receive cash payment at time and one-half (1%) his rate of pay or be granted the equivalent leave with pay.
- (5) The above entitlements shall not apply to an apprentice while travelling to or from trades school on a day of rest or designated paid holiday or while in attendance at trades school.

ARTICLE 27

LAYOFF

- 27.01 The Hamlet agrees that there shall be no layoff of any employee during the life of this Collective Agreement except for layoff resulting from lack of work or lack of funding.

ARTICLE 28

STATEMENT OF DUTIES

- 28.01 When an employee is first hired the Employer shall, provide the employee with a written Statement of Duties.
- 28.02 Upon written request, an employee shall be entitled to a complete and current Statement of Duties and responsibilities including the position's classification level and the point rating allotted by factor where applicable.

ARTICLE 29

EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

- 29.01 (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 31 to correct any 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 inservice training, Retraining, or any other facets of Career development which may be available.
- 29.02 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 of, by the provision of a copy thereof at the time of filing or within reasonable time thereafter.
- 29.03 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 two (2) years have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.

- 29.04 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 Hamlet and the Union.
- 29.05 The Employer's representative who assesses an employee's performance must have observed the employee's performance for at least one-half (1/2) of the period *for* which the employee's performance is evaluated or have input from another person who has so observed the employee.
- 29.06 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 in advance, of any disciplinary meeting.

ARTICLE 30

CLASSIFICATION

- 30.01 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.
- 30.02 Where an employee believes that he has been improperly classified with respect to his position or category, group and level, he shall discuss his classification with his immediate supervisor and, on request, be provided with a copy of his statement of duties before he files a grievance.

ARTICLE 31

ADJUSTMENT OF DISPUTES

- 31.01 (1) The Hamlet 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 a policy, direction or other instrument made or issued by the Hamlet 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 from the Hamlet, 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.
- 31.02 If he so desires, an employee may be assisted and represented by the Union when presenting a grievance at any level.
- 31.03 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 Hamlet of Repulse Bay Manager who shall forthwith:
- (a) forward the grievance to the representative of the Hamlet of Repulse Bay authorized to deal with grievances at the appropriate level; and
 - (b) provide the employee and the Union with a receipt stating the date on which the grievance was received by him.
- 31.04 A grievance of an employee or the Union 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 Hamlet of Repulse Bay.
- 31.05 Except as otherwise provided in this Agreement a grievance shall be processed by resource to the following steps:
- (a) First Level (Secretary/Manager)
 - (b) Second Level (Hamlet of Repulse Bay Council)
 - (c) Final Level (Arbitration)
- 31.06 The Employer shall designate a representative at each level in the grievance procedure and shall inform each employee to whom the procedure applies of the name or title of the person so designated, together with the name or title and address of the immediate supervisor or local officer in charge to whom a grievance is to be presented. This information shall be communicated to employees by means of notices posted by the Employer in places where such notices are most likely to come to the attention of the employees to whom the grievance procedure applies, or otherwise as determined by agreement between the Hamlet and the Union.
- 31.07 The Union shall have the right to consult with the Hamlet Manager with respect to a grievance at each or any level of the grievance procedure.
- 31.08 An employee may present a grievance to the first level of the procedure in the manner prescribed in Clause 31.05 within twenty-five (25) calendar days.
- 31.09 The Employer shall reply in writing to a grievance within fourteen (14) calendar days at level 1, within thirty (30) calendar days at level 2.
- 31.10 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 31.09 within fourteen (14) calendar days after the day the reply was due.

- 31.11 Where an employee has been represented by the Union in the presentation of his grievance, the Employer will provide the appropriate representative of the Union with a copy of the Employer's decision at each level of the grievance procedure at the same time that the Employer's decision is conveyed to the employee.
- 31.12 (1) No employee shall be dismissed without first being given notice in writing together with the reasons therefor. When the Employer dismisses an employee the grievance procedures shall apply except that the grievance may be presented at the Final Level.
- (2) An appeal to the Hamlet against a decision to dismiss the employee may be filed within thirty (30) calendar days after the employee receives his notice of dismissal.
- 31.13 The Union shall have the right to initiate and present a grievance on matters relating to health and safety to any level of management specified in the grievance procedure, on behalf of one or more members of the Union.
- 31.14 An employee shall have the right to present a grievance on matters relating to the application or interpretation of this Agreement provided he first obtains the authorization of the Union prior to presenting such grievance.
- 31.15 An employee may, by written notice to the Manager, withdraw a grievance provided that, where the grievance is one arising out of the application or interpretation of this Agreement his withdrawal has the endorsement, in writing, of the Union.
- 31.16 The Union shall have the right to initiate and present a grievance to any level of management specified in the grievance procedure related to the application or interpretation of this Agreement on behalf of one or more members of the Union.
- 31.17 The time limits stipulated in this procedure may be extended by mutual agreement between the Hamlet and the employee, and where appropriate, the Union representative.
- 31.18 No proceedings under this Article are invalid by reason of any defect of form or any technical irregularity.

Arbitration

- 31.19 (a) 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.
- (b) Within four (4) days of a reference to Arbitration, the Labour/Management Committee shall meet and attempt to resolve the dispute.
- 31.20 (1) The parties agree that arbitration referred to in 31.19 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.

- 31.21 (1) The arbitrator has all of the powers granted to arbitrators under the Canada Labour Code Part I, in addition to any powers which are contained in this Agreement.
- (2) The arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it.
- (3) The award of the arbitrator shall be signed by him and copies thereof shall be transmitted to the parties to the dispute.
- 31.22 The Arbitrator shall not have the authority to alter or amend any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or to render any decision contrary to the terms and provision of this Agreement, or to increase or decrease wages.
- 31.23 The Hamlet and the Union shall each pay one-half of the remuneration and expenses of the arbitrator and each party shall bear its own expenses of every such arbitration.
- 31.24 Where a party has failed to comply with any of the terms of the decision of the arbitrator, either party or employee affected by the decision may, after the expiration of thirty (30) calendar days from the date of the release of the decision or the date provided in the decision for compliance, whichever is later, file in the office of Clerk of the 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.
- 31.25 Where an employee files an appeal against his dismissal from the Hamlet by way of a grievance the provisions of Clause 31.19 apply.
- 31.26 In addition to the powers granted to arbitrators under Section 13 of the Arbitration Act the Arbitrator may determine that the employee has been dismissed for other than proper cause and he may:
- (a) direct the Employer to reinstate the employee and pay to the employee a sum equal to his wages lost by reason of his dismissal, or such less sum as 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.

ARTICLE 32

CONTRACTING OUT

- 32.01 There shall be no contracting out of any work by the Hamlet if it would result in the layoff or the continuance of a layoff of a permanent employee. Permanent employee for the purpose of this article means an employee who has completed their initial probationary period.

ARTICLE 33

SAFETY AND HEALTH

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

ARTICLE 34

SETTLEMENT ALLOWANCES

- 34.01 Salary rates are based on the economic conditions evident in Yellowknife. Regional differences in **cost** are offset by the provision of a Settlement Allowance. This allowance will permit the average employee residing in a settlement to maintain equal purchasing power with his counterpart in Yellowknife. This allowance is not an incentive to reside in the settlement, but is basically an equalizing type of subsidy.
- 34.02 A Settlement Allowance will be paid to every employee.
- 34.03 Part time, and seasonal employees will be paid the settlement allowance prorated to an hourly rate, up to a maximum of the normal weekly hours of work.

Settlement Allowance Schedule

- 34.04 The settlement allowance shall be seven thousand three hundred and eighty three dollars (\$7,383.00).

ARTICLE 35

DUTY TRAVEL

- 35.01 An employee who is authorized to travel on Hamlet business will be reimbursed for reasonable expenses incurred at the same rate as GNWT employees.

ARTICLE 36

UNIFORM CLOTHING ISSUE

- 36.01 Where an employee's work is of a nature where health and cleanliness must be maintained or where special identification will aid in the effective performance of duties and in meeting particular program objectives, the Hamlet of Repulse Bay will provide uniform clothing free of charge to employees.
- 36.02 Uniform Clothing Issue is defined as items of wearing apparel, maintained at an acceptable standard at the employee's expense, generally consisting of:
- (a) coveralls summer on a replacement basis;
 - (b) two (2) pair of leather summer gloves;
 - (c) two (2) pair of winter leather insulated gloves;
 - (d) a larger pair of summer coveralls to be worn over winter clothing.
- 36.03 The Hamlet will cover the reimbursement of up to one hundred dollars (\$100.00) per year per employee for safety boots upon the provision of a receipt.
- 36.04 Uniform Clothing Issues provided free of charge to employees and replaced free of charge under prescribed conditions will be considered items of Hamlet of Repulse Bay property.

Terms and Conditions of Uniform Clothing Issue

- 36.05 (a) Uniform Clothing Issues are to be worn only when employees are on duty.
- (b) The responsibility of maintaining Uniform Clothing Issues clean and in good repair rests with employees.
- (c) Loss of, or damage through negligence, to Uniform Clothing Issues will result in an assessed charge to the employee.

ARTICLE 37

TRADES

Work Clothing and Protective Equipment

37.01 (1) Where the following articles are required by the Employer or the Workers' Compensation Board:

- (i) Hard hats
- (ii) Aprons
- (iii) Welding goggles
- (iv) Dust protection
- (v) Eye protection, except prescription lenses
- (vi) Ear protection

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

(2) When the following articles are required by the Employer or the Workers' Compensation Board, the Employer shall replace these articles as required when they are presented worn or damaged beyond repair by an employee, at no cost to the employee:

- (i) Hard hats
- (ii) Aprons
- (iii) Welding goggles
- (iv) Dust protection
- (v) Eye protection, excluding safety prescription glasses
- (vi) Ear protection

Adverse Weather Conditions

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

Wash Up Time

37.03 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 the day. In unusual circumstances this period may be extended by the employee's supervisor to a maximum of fifteen (15) minutes.

ARTICLE 38

APPRENTICES

38.01 (1) The following are agreed upon terms and conditions of employment for employees engaged as Apprentices by the Hamlet of Repulse Bay:

- (a) The Apprentices and Tradesmen Act and pursuant Regulations shall apply to all Apprentices employed by the Hamlet of Repulse Bay. A copy of the current Regulations shall be supplied to the apprentice upon appointment.
- (b) The recognized Apprenticeship Training Programs shall be those listed in the "Apprentice Training Schedule" pursuant to the 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%
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Apprenticeship rates in effect prior to the effective date of the rates in this article shall be retained on a present incumbent only basis in respect of those Apprentices that were on strength prior to January 1, 1985.

- (e) The employer will pay the Apprentice while attending trade courses in accordance with the Employer's Policy regarding financial support while in trade training.
 - (9) Apprentices shall be entitled to the benefits and terms and conditions of employment outlined in the current Collective Agreement.
 - (g) Where an Apprentice fails after two attempts to successfully complete a trade training course, a recommendation may be made to the Superintendent of Apprenticeship Training to cancel his contract and the Apprentice may be terminated.
- (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 with the Hamlet of Repulse Bay.

ARTICLE 39

SENIORITY

- 39.01 Seniority is defined as length of service with the employer and shall be applied on a bargaining unit wide basis. Seniority shall be a prime factor applied in determining preference for promotions, transfers, layoff and recall.
- 39.02 A newly hired employee shall be on probation for a period defined in Clause 2.01(u). During the probation period, the employee shall be entitled to all rights and benefits of this agreement excluding seniority, except as otherwise provided. After completion of the probationary period, seniority shall be effective from the date of commencement of the probationary period.
- 39.03 The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. A copy of the seniority list shall be posted on all bulletin boards and sent to the union and shall be kept up to date by the Employer.
- 39.04 Seniority shall not accumulate during a leave of absence without pay and after six (6) month layoff.
- 39.05 An employee shall lose his seniority in the following circumstances:
- (a) if he is discharged for just cause and not reinstated;
 - (b) if he resigns voluntarily;
 - (c) if he abandons his position;
 - (d) if he is on layoff for more than one year
 - (e) if, following layoff, he fails to return to work within ten (10) working days of being recalled.

ARTICLE 40

VACANCIES, JOB POSTING, PROMOTIONS, AND TRANSFERS

- 40.01 Every vacancy for positions expected to be of more than six (6) months duration and every newly created position shall be posted for three (3) working days on the Union Notice Board. An employee desiring a position must make application in writing to the Manager within four (4) working days of the first day of posting.
- 40.02 Seniority shall be the governing factor *in* determining promotions and filling of jobs after posting, providing that the most senior employee possesses the required qualifications and the 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 a 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.
- 40.03 Where operation requirements permit, in filling job vacancies, including promotions, transfers, **and** new positions, the job shall be awarded within 15 working days of posting to the successful applicant.
- 40.04 No employee shall be transferred to another position within the bargaining unit without his consent. If an employee is transferred to another position, he shall have the right to return to his former position within 60 days, and any other employee affected by the transfer shall be returned to his former position, without loss of wages or seniority.
- 40.05 New employees shall not be hired when there are permanent employees on layoff qualified to perform the job.

ARTICLE 41

LAYOFF AND RECALL

- 41.01 Layoffs will be made, when necessary, on the basis of reverse order of seniority unless a senior employee is not qualified to perform the remaining work.
- 41.02 The last employee laid off shall be the first recalled provided he is qualified to do the work and has not lost his seniority.
- 41.03 The employer shall notify employees who are to be laid off ten (10) working days prior to the effective date of layoff, 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.
- 41.04 A new employee will not be hired to fill the job of a laid off employee provided the laid off employee has not forfeited his seniority.
- 41.05 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 and the employee shall acknowledge receipt of notice by signing the duplicate copy of such letter. In this instance, notice of recall is deemed to be given when served. Where notice of recall is given by registered mail, notice is deemed to be given when the employee receives such letter or not later than three (3) days from the date of mailing.

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

ARTICLE 42

CALL BACK PAY

- 42.01 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.
- 42.02 When an employee uses his personal motor vehicle to respond to a call back the shall be paid the appropriate distance rate specified in the duty travel Article 35.

ARTICLE 43

CIVIL LIABILITY

- 43.01 If an action or proceeding is brought against any employee or former employee covered by this agreement for an alleged tort committed by him in the performance of his duties, then:
- (a) The employee, upon being served with any legal process, or upon receipt of any action or proceeding as hereinbefore referred to, being commenced against him shall advise the Employer 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/or;
 - (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 gross disregard or gross neglect of his duty as an employee.
 - (d) Upon the employee notifying the Employer in accordance with paragraph (a) above, the Employer and the employee shall forthwith meet and appoint counsel that is mutually agreeable to both parties. Should the parties be unable to agree on counsel that is satisfactory to both, then the Employer shall unilaterally appoint counsel. The Employer accepts full responsibility for the conduct of the action and the employee agrees to cooperate fully with appointed counsel.
- 43.02 (a) Employees shall not be required to pay for Employer owned property which is accidentally damaged or destroyed.
- (b) During the life of this Agreement, the Labour/Management Committee shall discuss situations where Hamlet citizens' property is accidentally damaged.

ARTICLE 44

REOPENER OF AGREEMENT AND MUTUAL DISCUSSIONS

Reopener of Agreement

44.01 This Agreement may be amended by mutual consent.

Mutual Discussions

44.02 The Employer and the Union acknowledge the mutual benefits to be derived from dialogue between the parties and are prepared to discuss matters of common interest.

ARTICLE 45

SEA LIFT ORDERS

45.01 The parties to this agreement recognize the high cost associated with the transportation of goods into Repulse Bay. In order to assist employees in the transportation of goods, the Employer agrees to the following; to permit employee's to place a sea lift order through the Hamlet and to pay for the goods once received subject to the following provisions:

- (a) The maximum amount of combined goods and freight that the Employer will pay for is two thousand (\$2,000) for the employee; and
- (b) The total amount will be repaid by the employee by a period not exceeding March 31 of the following year, through a mutually agreed upon repayment schedule to be deducted through payroll deduction; and
- (c) In the event of the employee's termination, layoff or death prior to the repayment of the amount owing pursuant to this Article, the employee (or his/her estate in the case of death) remains indebted to the Employer for the total amount outstanding; and
- (d) In the event of the employee failing to repay the Employer within the time frame specified in (b) above, the employee will not be entitled to place an order on the sea lift during the following year; and
- (e) The employee agrees to assume all liability for the condition of goods received.

ARTICLE 46

NOTICE AND DISCIPLINE

46.01 When an employee is to be disciplined, the Employer shall notify the employee at a meeting. Prior to the meeting, the Employer will notify the employee of his right to have a Shop Steward or other

employee of the employee's choice in attendance. The reasons for the discipline shall be provided to the employee in sufficient detail that the employee may defend himself against it.

- 46.02 The Employer shall notify the appropriate Union representative when discipline occurs.
- 46.03 In the event of a suspension without pay of thirty (30) days or longer or a termination, the following procedures shall be followed:
- (a) The Labour/Management Committee shall meet to review the disciplinary action and shall attempt to resolve the matter within four (4) days of the disciplinary action.
 - (b) Failing a suitable resolution through the Labour/Management Committee, in addition to the normal grievance and arbitration procedure in Article 31, the employee will, at his or her option, be entitled to a "provisional arbitration" to be held within one (1) week of the meeting of the Labour/Management Committee, or a later date mutually agreed upon.
- 46.04 The parties will select and agree upon a "Provisional Arbitrator" as required and will attempt to agree upon names of persons residing in the Northwest Territories.
- 46.05 The "Provisional Arbitration" will be heard in Repulse Bay unless in the interest of expediency a different location is mutually agreed upon.
- 46.06 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 31.
- 46.07 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.
- 46.08 Should the "Provisional Arbitrator" decide to reinstate an employee, and the Arbitrator in the ultimate arbitration hearing provided for in Article 31 decide against the employee, the employee shall not be ordered nor required to pay back any amount of money.

Cooling Off Period - 2 Working Days

- 46.09 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 regarded as a discharge, effective the date that the employee sought to return to work, and may be grieved as a discharge.

ARTICLE 47

LABOUR/MANAGEMENT COMMITTEE

- 47.01 A Labour/Management Committee will be formed to consult on matters of safety and health, the Employee Assistance Program, the translation of this Agreement, and other matters of mutual interest.
- 47.02 The Labour/Management Committee shall be comprised of equal representation of the Union and the Employer, with each party choosing their respective representatives.

- 47.03 The Committee will meet once each month at a preestablished time, and at other time ~~at the~~ request of either party. The role of Chairman will alternate between the Employer and the
- 47.04 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.
 - (9) The Committee is to consider various alternatives for ensuring that an injured employee receives the appropriate medical transportation to the nearest medical facility and which agency is to bear such costs.
 - (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 will be granted leave with pay to attend the examination.

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 can not 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 the working conditions may be physically dangerous to her unborn child, or to herself by reason of her pregnancy, may request to be assigned to other duties including no such danger for the duration of her pregnancy. This request may be granted by the Employer and the assignment shall be without loss of pay or benefits.

The Right to Know Hazard Identification

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

Information and Investigations Concerning Health Hazards and Work Injuries

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

Provision of Legislation or Employer's Policies

- (n) The Employer shall make available a copy of applicable health and safety legislation and regulations and Employer's policies and standards such as:
 - (i) Handbook of Occupational Health and Safety (Treasury Board of Canada); or
 - (ii) Part IV of the Canada Labour Code and Regulations; or
 - (iii) Territory Acts; or
 - (iv) Provincial Legislation

Right to Refuse Dangerous Work

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

Smoke Free Workplace

- (p) 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

- 47.05 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.

Should this item of business arise during a Labour/Management Committee meeting, the Committee will deal with the matter confidentially taking into consideration the following provisions:

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

Other Matters

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

ARTICLE 48

RATES OF PAY

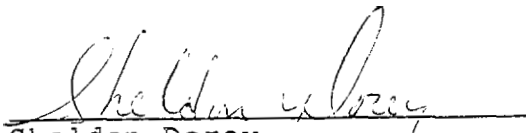
Effective April 1, 1988

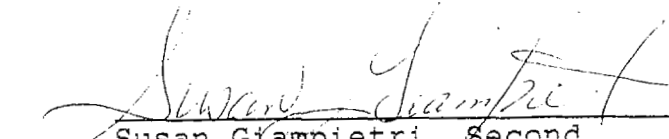
- 48.01 Employees are entitled to be paid for services rendered at the rate of pay specified *in* the Pay Schedule, Appendix "A" for the classification of the position to which they are appointed or assigned.
- 48.02 An employee who holds a position for which there is a minimum and a maximum rate of pay, shall be granted a salary increment each year until he/she reaches the maximum step in the range for that position.
- 48.03 The anniversary date for all employees on strength April 1, 1986 will be April 1 of each year following. New employees hired after April 1, 1986 will have an anniversary date corresponding to their date of hire.

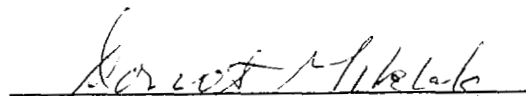
Signed this day the 15 of May, 1996.

On Behalf of the Hamlet
of Repulse Bay

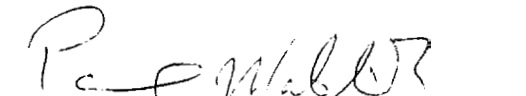
On Behalf of the Public
Service Alliance of Canada



Sheldon Dorsey
S.O.A.


Susan Giampietri, Second
Vice President PSAO


Donat Milortok
Mayor


Roland Tungilik
Committee Member


Paul Mablik
Deputy Mayor


Harvey Taparti
Committee Member


Ken Stewart Negotiator

APPENDIX A
PAY SCHEDULE
Effective April 1, 1996

Hamlet Operations Manager	48,368	50,227	52,182	54,236	56,397	58,658
Administration Officer	38,915	40,304	41,772	43,297	44,903	46,595
Clerk/Typist	24,232	24,950	25,704	26,492	27,330	28,207
Clerk/Typist I	22,325	23,015	23,744	24,502	25,269	26,157
Book Keeper	27,116	27,984	28,893	29,840	30,832	31,894
Recreation Director	37,911	39,245	40,655	42,137	43,664	45,295
Bylaw Officer	28,893	29,840	30,832	31,894	32,997	34,159
Hamlet Works Foreman	44,903	46,595	48,368	50,227	52,182	54,244
Mechanic	46,595	48,368	50,227	54,218	56,163	58,205
Assistant Mechanic	33,172	34,279	35,427	36,634	37,911	39,245
Lead Mechanic	48,368	50,227	52,182	54,236	56,397	58,882
Mechanic Helper	22,325	23,015	23,744	24,502	25,269	26,157
Garage Helper	22,325	23,015	23,744	24,502	25,269	26,157
Building Maintainer	33,172	34,279	35,427	36,634	37,911	39,245
Maintenance Helper	29,840	30,832	31,894	32,997	34,159	35,371
Heavy Equipment Operator I	22,325	23,015	23,744	24,502	25,269	26,157
Heavy Operator II	34,279	35,427	36,634	37,911	39,245	40,655
Heavy Equipment Operator III	35,427	36,634	37,911	39,245	40,655	42,137
Water/Sewage/ Garbage Truck Driver	28,893	29,840	30,832	31,894	32,997	34,159
Janitor I	22,325	23,015	23,744	24,502	25,269	26,157
Janitor II	22,325	23,015	23,744	24,502	25,269	26,157

Labourers	22,325	23,015	23,744	24,502	25,269	26,157
Dog Officer	22,325	23,015	23,744	24,502	25,269	26,157
Interpreter	33,172	34,279	35,427	36,634	37,911	39,245
Airport Observer Communicator	41,772	43,297	44,903	46,595	48,368	50,227
Airport Maintainer	38,915	40,303	41,772	43,297	44,903	46,595
Postal Clerk	21,667	22,325	23,015	23,744	24,502	25,269
Motor Grader	35,427	36,634	37,911	39,245	40,655	42,137