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COLLECTIVE AGREEMENT

between

THE HAMLET OF CORAL HARBOUR

and

THE UNION OF NORTHERN WORKERS

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Effective: April 23, 1998
Expires: March 31, 2000

The Union of Northern Workers
Suite 200, 5112-52nd Street
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12287 (01)

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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 **Employer** 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 is absent without leave and has not contacted the **Employer** for four (4) consecutive shifts, except where the Employee is stranded outside Coral Harbour because of weather conditions and is unable to contact the Employer before or during the absence.
- (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 **Hamlet excluding** Senior Administrative Officer, Finance Officer, Assistant Senior Administrative Officer and casual employees, as certified by the Canada Labour Relations Board on August 12, 1997.
- (e) "Casual Employee" means a person employed by the Employer for work of a temporary nature.
- (9) "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, publicly represented that person to be his spouse, and lives and intends to continue to live with that spouse as if that person were his spouse.
- (h) "Continuous Employment" and "Continuous Service" mean **uninterrupted** employment with the Hamlet, and,
 - (i) 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;
 - (ii) where an employee ceases to be employed because of resignation, and is **re-employed** within a **period** of three (3) months, his periods of employment for purposes of sick leave credits shall be considered as continuous employment with the Hamlet.
- (i) "Council" means Council of Municipal Corporation of Hamlet of Coral Harbour;
- (j) "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.
- (k) "Demotion" means the appointment of an employee for reasons of incompetence or incapacity, to another **position** for which the maximum pay is less than that of his former position.

- (l) "Double time" means twice the straight-time rate.
- (m) "Employee" means a person employed by the **Hamlet** who is a member of the bargaining unit and includes:
 - (i) "full-time employee" which means a person employed on a continuing basis for an indeterminate period;
 - (ii) "part-time employee" which means a person employed on a continuing basis for less than a standard work day, week or month for an indeterminate period;
 - (iii) "term employee" which means an employee who is employed for a specified duration of at least six (6) months.
- (n) "Employer" and "Hamlet" means the Municipal Corporation of Hamlet of Coral Harbour as established and continued under the Hamlets Act.
- (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 the Employer, or a complaint in writing that the **Employer** submits to the Union to be processed through the grievance procedure.
- (q) "Holiday" means the **twenty-four** (24) hour period commencing at **12** midnight at the beginning of a day designated as a paid holiday in this Agreement.
- (r) "Lay-off" means an employee whose employment has been terminated because of lack of work, the discontinuance of a function, or lack of funding.
- (s) "Leave of Absence" means an absence from duty, with or without pay, with the Employer's permission.
- (t) "Lieu time" means leave with pay taken in lieu of overtime pay.
- (u) "Manager" means the Senior Administrative Officer of the Hamlet, the Assistant Senior Administrative Officer, or their designate.
- (v) "May" shall be regarded as permissive and "Shall" and "Will" as imperative.
- (w) "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.
- (x) "Overtime" means work performed by an employee before or after or in excess or outside of his regularly scheduled hours of work, with the prior approval of the Employer.
- (y) "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 three **(3)** months **after an** employee has been transferred or promoted. If an employee does not successfully **complete** his probationary period on transfer or promotion the hamlet will make every **reasonable** effort to appoint him to a position comparable to the one from which he was transferred or promoted, provided that such comparable position is vacant at that time.
- (z) "Promotion" means the appointment of an employee to a new position, the maximum rate of pay of which exceeds that of his former position.
- (aa) "Rates of Pay"
 - (i) "daily rate of pay" means an employee's hourly rate of pay multiplied by the employee's daily hours of work as set out in **Article 21**;

- (ii) "weekly rate of pay" means an employee's daily rate of pay multiplied by five (5);
 - (iii) "bi-weekly rate of pay" means an employee's daily rate of pay multiplied by ten (10);
 - (iv) "annual rate of pay" means an employee's weekly rate of pay multiplied by **52.176**;
 - (v) "monthly rate of pay" means an employee's annual rate of pay divided by twelve (**12**).
 - (bb) "Representative" means an employee who has been elected ~~or~~ appointed as a steward or who represents the Union at meetings with management and who is authorized to represent the Union.
 - (cc) "Straight-time rate" means the hourly rate of pay.
 - (dd) "Time and one-half" means one and one-half times the straight time rate.
 - (ee) "Transfer" means the appointment of an employee to a new position, that does not constitute a promotion or demotion.
 - (ff) "Week" for the purposes of this Agreement shall be deemed to commence at **12:01 a.m.** on Sunday and terminate at **midnight** on Saturday.
 - (gg) "Union" means the Public Service Alliance of Canada as represented by its agent the Union of Northern Workers.
- 2.02** Except where specifically provided in this Agreement], expressions used in this Agreement if defined in the Interpretation Act, the Canada Labour Code or in the **Regulations** made thereunder, have the same meaning as given to them in the Act or **Code** or Regulations.
- 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** After April 1, 1999, the Government of ~~Nunavut~~ shall be substituted for the Government of the NWT wherever that phrase appears in this Agreement.
- 2.05** In the event that the Union of Northern Workers is replaced by another component of the Alliance, that other component of the Alliance shall replace the Union of Northern Workers wherever that term appears in this Agreement.

ARTICLE 3 - RECOGNITION

- 3.01** The Employer recognizes the Union as the exclusive bargaining agent for all employees in the bargaining unit.
- 3.02** The Employer will advise prospective employees prior to their employment that the Hamlet is a unionized workplace.
- Discrimination
- 3.03** The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee by reason of age, sex, race, creed, colour, national origin, political or religious affiliation, marital status (including common-law relationships), family status, sexual orientation, criminal offence for which a pardon has been **granted**, mental or physical disability (except for employment equity programmes), **by** reason of Union membership or activity nor by exercising their rights under the Agreement. **Affirmative** action policies shall be deemed non-discriminatory.
- 3.04** 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 The Employer and the Union shall ~~equally~~ bear the costs associated with the ~~printing~~ and distribution of the ~~Agreement~~. The Union will ~~facilitate~~ said printing and ~~distribution~~. If an ~~Inuktitut~~ version of ~~this Agreement~~ is requested, the Employer and the union shall equally shall bear any costs ~~associated with the translation~~ of this Agreement. In the case of any dispute between the versions of this Agreement, the English version shall govern.
- 4.03 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.

Waiver

- 4.04 Failure to follow any of the provisions of this Agreement by the Hamlet shall not constitute a waiver of that provision of the Agreement and shall not be relied upon to create an estoppel.

ARTICLE 5 - SECURITY OF THE AGREEMENT

Conflict of Provisions

- 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 Agreement shall be re-opened upon the request of either party.
- 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, sit-down, slow-down, or any other interference with production by any employee or ~~employees~~ during the term of this Agreement.
- 6.02 Any ~~employee who~~ participates in any ~~interruption~~ or impeding of work, work stoppage, strike, sit-down, ~~slow-down~~, or any other interference with production may be suspended or terminated by the Employer. Such suspension or termination may be the subject of a grievance. If the arbitrator finds that the employee engaged in any interruption or impeding of work, work stoppage, strike, sit-down, slow-down, or any other interference with production, the suspension or termination must be upheld.
- 6.03 No employee will be required to cross a legal picket line of this bargaining unit.

ARTICLE 7 - MANAGERIAL RESPONSIBILITIES

- 7.01 The Union acknowledges that all ~~management~~ rights and prerogatives are vested exclusively with the Employer, except as may be ~~otherwise~~ specifically provided for in this Agreement, and without limiting the generality of the foregoing, it is the exclusive function of the Employer:
- (a) to determine and establish standards and procedures in the operation of the Hamlet;
 - (b) to maintain order, discipline and efficiency and, in connection therewith, to establish and enforce rules and regulations:

- (c) to plan, direct, ~~organize~~ and control the work of the employees and the operations of the Hamlet. This includes the introduction of new and improved methods, facilities and equipment, and to control the amount of supervision necessary and work schedules;
 - (d) to direct employees, including hiring, transfer, lay-off, recall, promotion, demotion, classification and assignment of duties, to suspend, discharge, or otherwise discipline employees for cause and to terminate employees on notice or pay in lieu of notice.
- 7.02 Management shall exercise its rights in a manner that is fair, reasonable and consistent with the terms of this agreement.

ARTICLE 8 - EMPLOYER DIRECTIVES

- 8.01 The Employer shall ~~provide~~ the Union with a copy of all personnel directives. Where the Employer proposes to issue a personnel directive which is intended to clarify the interpretation or application of the Agreement, the Employer shall notify the Union prior to issuing the directive.

ARTICLE 9 - NO RESTRICTION ON OUTSIDE EMPLOYMENT

- 9.01 Subject to clause 9.02, an employee may carry on any business or employment outside his regularly scheduled hours of duty provided such business or employment does not interfere with his Hamlet duties.
- 9.02 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; or
 - (b) certain knowledge and information available only to Hamlet personnel place the individual in a position where he can exploit the knowledge or information for personal gain.

ARTICLE 10 - UNION ACCESS

Employer Premises

- 10.01 Upon reasonable advance 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.

Appointment of Representatives

- 10.02 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 11 - TIME OFF FOR UNION BUSINESS

- 11.01 The Employer will grant leave with pay to an employee who is a party to, called as a witness, or representing the Union before an Arbitration hearing.
- 11.02 When operational requirements permit, the Employer will grant leave with pay to:
- (a) an employee and his representative involved in the process of a grievance or a possible grievance;

- (b) a witness called by an employee who is a party to a grievance;
- (c) up to two (2) employees for the purpose of attending contract negotiations, including preparatory meetings and conciliation meetings;
- (d) up to two (2) employees who are meeting with management on behalf of the Union.

11.03 When operational requirements permit, the Employer will grant leave without pay to:

- (a) 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;
- (b) an employee who exercises the authority of a Representative on behalf of the Union to undertake training related to the duties of a Representative;
- (c) employees who, upon reasonable notice participate as a delegate to constitutional conferences or other similar forums, or present briefs to commissions, boards and hearings that are mandated by the Territorial Legislation.

11.04 An employee will only be granted leave under clauses **11.01**, **11.02** and **11.03** for hours that would otherwise be regular hours of work.

Time-off for Representatives

11.05 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.

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

Leave for Elected Officers

11.06 Employees elected as President, First vice-president, 2nd Vice-president and Regional Vice-President of the Union shall be granted leave of absence for the term of office. During the leave of absence such employees shall maintain all accumulated rights and benefits to which they are entitled under the Agreement.

11.07 The Employer shall continue to pay such employees their applicable salary in accordance with the terms of the Agreement. Upon invoice by the Hamlet the Union shall reimburse the Employer for the amounts so paid.

11.08 The benefits of any group shall be extended to such employees and the Union will reimburse the Employer for such costs involved.

11.09 Such employees shall be entitled to an increment for each year of their leave of absence to a maximum of Step Six in their pay level of their applicable salary.

11.10 Such employees shall advise the Employer as soon as possible when an extension of the leave of absence is applicable due to re-election.

11.11 Upon termination of their leave of absence such employee shall be offered as a minimum the position they held with the Employer in the same work site and community before they commenced the leave of absence. When such employees wish to invoke this clause of the Agreement they shall provide the Employer with a three month notice of their intent to do so.

11.12 Notwithstanding clause **11.11** the Employer may make an offer of employment to employees to a position inside the Bargaining Unit should such employee bid on a competition and be the successful candidate.

11.13 Employees on leave under this clause shall not accumulate seniority while on leave without pay.

- 11.14 Upon reasonable notification, the Employer shall grant leave without pay to the 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

- 12.01 Effective the first pay period ending in 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.
- 12.02 The Alliance 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 From the date of signing and for the duration of this Agreement no employee organization, other than the Alliance, ~~shall be~~ permitted to have membership fees deducted by the Employer from the pay of the employees in the Bargaining Unit.
- 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 monthly after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on his behalf.
- 12.06 The Employer agrees to make deductions for reasonable purposes on the basis of the production of appropriate documentation.
- 12.07 The Alliance agrees to indemnify and save the Employer harmless ~~a~~ ~~ainst~~ any claim or liability arising out of the application of this Article except for any claim ~~or lia~~ ~~ility~~ 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 Membership fees deducted for the preceding year.

ARTICLE 13 - INFORMATION

- 13.01 The Employer agrees to provide the Union on a monthly basis, with information concerning the identification of each employee in the Bargaining Unit. This information shall include the name, location, job classification, rate of pay and 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.

Collective Agreement

- 13.02 The Employer shall provide each employee with a copy of the Agreement, provided the Employer has received sufficient copies of the Agreement from the Union.
- 13.03 The Employer agrees to provide each new member of the Bargaining Unit with a copy of the Agreement upon his appointment, provided the Employer has received sufficient copies of the Agreement from the Union.

Provision of Bulletin Board Space

- 13.04 The Employer shall provide bulletin board space for Union use.

- 13.05** The Employer may make available to the Union specific locations on the premises for the placement of bulk quantities of literature of the Union.
- 13.06** Subject to operational requirements, a representative of the Union shall have the right to meet with new employees to make a presentation of up to one-half (½) hour. Employees shall be granted leave with pay to attend these meetings.

ARTICLE 14 - DESIGNATED PAID HOLIDAYS

Paid Holidays

- 14.01** The following days are designated paid holidays for employees covered by this Agreement:
- (a) Good Friday;
 - (b) Easter Monday;
 - (c) Victoria Day;
 - (d) Canada Day;
 - (e) Nunavut Day;
 - (9) Civic Holiday;
 - (g) Hamlet Day(s) as declared by Council;
 - (h) Labour Day;
 - (i) Thanksgiving Day;
 - (j) Remembrance Day;
 - (k) Christmas Day;
 - (l) Boxing Day;
 - (m) New Years Day; and
 - (n) Any other day proclaimed by Council as a civic holiday.
- (1)** A new employee must work thirty (30) consecutive working days before a designated paid holiday is granted with pay.
- (2)** Any employee who missed work either the day before or the day after a designated paid holiday without the prior consent of the Hamlet shall not be paid for that day and day(s) missed.

Holiday Falling on a Day of Rest

- 14.02** When a day designated as a holiday under clause 14.01 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 or another day mutually agreeable to the employee and Hamlet.
- 14.03** When a day designated as a holiday for an employee is moved to another day under the provisions of clause 14.02:
- (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.
- 14.04 An employee who is required to perform his duties on a designated paid holiday shall be granted another day off with pay in its place or, if approved by the Hamlet, be paid lieu time equal to time and one half (1½) for all hours worked, in addition to the pay he would have earned for the holiday.
- 14.05 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.
- 14.06 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 Years Day.
- 14.07 An employee who is not required to work on a general holiday shall not be required to work on another day that would 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 15 - LEAVE - GENERAL

- 15.01 When an employee dies, and the employee has been granted more vacation or special leave than he has earned, the employee shall be considered to have earned that amount of vacation or special leave granted to him.
- 15.02 At the end of each fiscal year the Employer shall inform each employee in the Bargaining Unit in writing of the balance of his special, sick, lieu time and vacation leave credits as of the 31st day of March.
- 15.03 When the Employer rejects an employee's application for leave, the reasons for the rejection shall be provided to the employee in writing upon the request of the employee.
- 15.04 An employee's request for any leave shall be responded to by the Employer as soon as the Employer can practically do so, but in any case shall be responded to within four (4) weeks of application.
- 15.05 An employee on leave without pay shall not be entitled to any benefits under this Agreement.

ARTICLE 16 - VACATION LEAVE

Accumulation of Vacation Leave

- 16.01 For each month of a fiscal year in which an employee receives 10 days pay, he shall earn Vacation Leave at the following rates:
 - (a) one and one-quarter (1¼) days each month until the month in which the anniversary of the third (3rd) year of continuous service is completed;
 - (b) one and two-third (1⅔) days each month commencing in the month after completion of three (3) years of continuous service and ending in the month that ten (10) years of continuous service is completed;
 - (c) two and one-twelfth (2 1/12) days each month commencing in the month after completion of ten (10) years of continuous employment.
- (1) The accumulated service for part-time employees shall be counted for the improved vacation leave entitlements in paragraphs 16.01 (b) and (c).
- (2) Community Aerodrome Radio Station part-time employees shall receive 6%, 8% or 10% vacation pay (as appropriate) in each bi-weekly pay period in place of vacation leave.

Granting of Vacation Leave

- 16.02 In granting vacation leave with pay to an employee, the Employer shall, subject to operational requirements, make every reasonable effort to schedule vacation leave for all employees in the fiscal year in which it is earned and not to recall an employee to duty after he has proceeded on vacation leave.
- 16.03 Subject to operational requirements, the Employer shall make every reasonable effort:
- (a) to grant the employee his vacation leave during the fiscal year in which it is earned at a time specified by the employee; and
 - (b) to grant the employee vacation leave for at least up to five (5) consecutive weeks depending upon his vacation entitlement when so requested by the employee.
- 16.04 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 clause 17.03; or
 - (b) is granted special leave with pay because of illness in the immediate family as provided in clause 17.03;
- 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.
- 16.05 If an employee's vacation leave is cancelled after it has been approved, the Employer will compensate the employee for any non-refundable deposits that the employee made with respect to travel on that vacation.
- 16.06 Where an employee dies or otherwise terminates his employment the employee or his estate shall, in lieu of earned but unused vacation leave, be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave by the daily rate of pay applicable to the employee immediately prior to the termination of his employment.
- 16.07 The Employer may require the employee to take any vacation leave earned but not used by him before the employment is terminated by resignation. The Employee may request to take any vacation leave earned but not used by him before the employment is terminated by lay-off.
- 16.08 An employee whose employment is terminated by reason of declaration that he abandoned his position is entitled to receive the payment referred to in clause 16.06. If the employee does not request this payment within one (1) month of termination, his entitlement shall lapse.

Overpayment

- 16.09 Any employee who has more leave taken than earned and then resigns or is laid off shall have the amount of the overpayment deducted from their final pay with any excess overpayment being an obligation of the employee to the Hamlet.

Carry-Over Provisions

- 16.10 Up to three (3) days leave credits will automatically be carried over at the end of a fiscal year.
- 16.11 An employee may make a written request to carry over credits, including converted lieu time credits for that year, to the next fiscal year for unused credits up to a maximum of fifteen (15) days.
- (1) Where an employee has been unable to utilize their leave credits and/or northern travel allowance benefits due to operational requirements, these benefits will be carried over unless the employee opts to be paid out for the leave credits and/or northern travel allowance benefits.
- 16.12 Any unused credits, subject to 16.10 and 16.11, will be paid out at the end of the fiscal year.

Recall from Vacation Leave

- 16.13 Where ~~during~~ any period of annual leave an employee is recalled to duty, he shall ~~be~~ reimbursed for ~~reasonable~~ expenses as normally defined by the Hamlet:
- (a) in proceeding to his place of duty; and
 - (b) in returning to the place from which he was recalled if he immediately resumes annual leave upon completing the assignment ~~for~~ which he was recalled after submitting such accounts as are normally required by the Hamlet.
- 16.14 The employee shall not be considered as being on annual leave ~~during~~ any period in respect of which he is entitled under clause 16.13 to be reimbursed for ~~reasonable~~ expenses incurred by him.

Northern Travel Allowance

- 16.15 A full-time employee shall receive a Northern Travel Allowance of \$9300 per annum.
- (1) Notwithstanding clause 4.03, part-time employees whose normal hours are sixty (60) ~~or~~ more in a bi-weekly pay period shall receive a full allowance. Part-time employees whose normal hours are ~~equal~~ to or greater than forty (40) but less than sixty (60) shall receive a ~~pro-rated~~ allowance. Part-time employees whose normal hours are less than forty (40) in a bi-weekly pay period are not eligible to receive an allowance.
- 16.16 Each employee eligible to receive Northern Travel Allowance can choose which of the following payment options available for payment of the allowance:
- (a) to receive the allowance paid in equal instalments in every bi-weekly pay period;
 - (b) to receive one half ($\frac{1}{2}$) of the allowance paid in equal instalments in every bi-weekly pay period and have one half ($\frac{1}{2}$) the allowance paid in a lump sum, subject to clause 16.17;
 - (c) to receive the allowance paid in a lump sum, subject to clause 16.17;
- 16.17 In order to receive a lump sum allowance as set out in paragraphs 16.16(b) and 16.16(c) above, the employee must be liquidating at least five (5) days of annual leave.

Travel Time by Air

- 16.18 For those employees traveling by air, three (3) days travel time with pay ~~will~~ be granted over and above the normal vacation leave credits.

Restrictions

- 16.19 An employee shall not be granted vacation leave or travel time under this Article during his first six (6) months of employment with the Hamlet.

ARTICLE 17 - SPECIAL LEAVE

Credits

- 17.01 An employee shall ~~earn~~ special leave credits up to a maximum of ~~twenty-five (25)~~ days at the rate of one-half ($\frac{1}{2}$) 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 up to the maximum.
- 17.02 The provisions of this Article ~~do~~ not apply to an employee who is on leave of absence without pay, ~~or~~ under suspension.

Immediate Family

- 17.03** For the purposes of this Article, immediate family is defined as an employee's father, mother, brother, sister, spouse, common-law spouse, child, step child, adopted child, grandparent, grandchild, father-in-law, mother-in-law and any relative permanently residing with the employee.
- 17.04** The Manager shall grant special leave earned with pay for a period of up to five (5) consecutive working days when there is a death in the employee's immediate family.
- 17.05** Where a member of an employee's immediate family is in imminent danger of death, as certified by a medical doctor, and is in a medical institution outside of Coral Harbour, the employee may be granted up to five (5) days special leave with pay to go be with that relative.
- 17.06** In cases of a domestic emergency such as accidents and immediate family members being ill or in hospital requiring the care of the employee special leave with pay of up to three (3) days per year will be granted and in situations where an employee is required to be an escort, special leave with pay of up to three (3) days per year will be granted.
- 17.07** An additional two (2) days travel time with pay (not to be deducted from special leave credits) shall be granted if the employee has to leave the Hamlet for the funeral of a person for which they have been granted special leave under clause **17.04**.
- 17.08** Special leave in excess of five (5) consecutive working days for the purposes enumerated in clause **17.04** may be granted.

Other Relatives

- 17.09** One (1) day special leave shall be granted in the event of the death of any other relative, other than those included in **17.04**, who resided in Coral Harbour at the time of death.

Weather or Mechanical Breakdown

- 17.10** Special leave may be granted to a maximum of two (2) consecutive working days and a maximum of six (6) days in any fiscal year where an employee cannot get to work due to weather or mechanical breakdown, except in those cases where the Mayor declares the Hamlet facilities closed; in those cases, indeterminate employees will receive regular pay.

Emergencies

- 17.11** Unlimited special leave will be granted in cases of serious community emergencies, where the employee is required to render assistance, which emergencies include search and rescue parties.

Civic Leave

- 17.12** Where an employee is required to attend meeting(s) because he either has been elected or appointed to a board, or where the employee is involved with Arctic Rangers, he shall be granted special leave up to a maximum of 10 days per year, less any monies received by the employee for that attendance or involvement (except where Arctic Rangers are required to use their own vehicles, in which case the employee shall pay all monies received, less \$20 per day for vehicle usage, to the Hamlet) but the employee's normal pay shall not be reduced below \$0.00.

Birth or Adoption

- 17.13** One (1) day special leave with pay shall be granted to a male employee who becomes a father or a grandfather and to a female employee who becomes a grandmother. 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.

ARTICLE 18 - SICK LEAVE

- 18.01 An employee shall earn sick leave credits at the rate of one (1) days for each calendar month for which he receives pay for at least ten (10) days.
- 18.02 Unused sick leave credits will be carried over from one fiscal year to the next.
- 18.03 Where leave of absence without pay is authorized for any reason, or an employee is laid off, 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.

Procedure

- 18.04 An employee is eligible for sick leave with pay when he is unable to perform his duties due to illness or injury provided that:
- (a) he satisfies and advises the Hamlet of his condition as soon as he becomes aware of the situation or one-half ($\frac{1}{2}$) hour before his normal starting time (for those identified in Hamlet policy) or at the beginning of the shift, which ever is more reasonable in the circumstances;
 - (b) he has sufficient sick leave credits: and
 - (c) where an employee has insufficient or no sick leave credits, the employee may take annual leave or leave without pay.
- 18.05 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.
- 18.06 Sick leave under this Article will only be granted for periods of time that an employee would otherwise be working.

Medical Certificate

- 18.07 An employee may take one (1) consecutive day or four (4) days per year without medical certificate with any time over one (1) consecutive day or four (4) days per year requiring a medical certificate.

Medical Travel

- 18.08 Every employee who is proceeding to a medical centre shall be granted sick leave for the lesser of three (3) days or the actual time taken to travel from Coral Harbour to a medical centre and return.

Sick Leave on Annual Leave

- 18.09 When an employee is sick, or required to attend medical or dental appointments, while on annual leave, those days could be used as sick days if the employee has sufficient credits and if a certificate signed by a doctor, if available, or other medical personnel, when a doctor is not available, is provided. In such cases, the annual leave could be extended if permission is granted by his immediate superior and if the Senior Administrative Officer has been consulted.

ARTICLE 19 - MATERNITY LEAVE

- 19.01 When a female employee becomes pregnant, she shall notify the Hamlet at least fifteen (15) weeks prior to the expected date of termination of her pregnancy and she may then request and get maternity leave without pay or benefits starting at eleven (11) weeks prior to the termination of her pregnancy and ending not later than twenty-six (26) weeks after the delivery date. The employee may work as close to the delivery date and return to work as soon after the delivery as permitted, in writing, by the Nurse in Charge of the Coral Harbour Nursing Station.

ARTICLE 20 - OTHER TYPES OF LEAVE

Court Leave

- 20.01** 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) to serve on a jury, or jury selection;
 - (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

- 20.02** An Employee shall be granted injury-on-duty leave with pay to a maximum of either special leave credits or sick leave 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:
- (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, providing however that such amount does not stem from a personal disability policy for which the employee or his agent has paid the premium.
- 20.03** Subject to clause 20.02, while the parties are **awaiting** the decision of the Worker's Compensation Board as to the **compensability** of the injury, the **employee** shall use either his special or sick leave credits but not both, at the appropriate rate. **If** the injury is not compensable, there shall be no return of credits used by the **employee**. If the injury is compensable, the **Employer** shall credit the employee with the credits **used**.
- 20.04** The appropriate rate of liquidation of **injury-on-duty leave** after **an award by the Worker's Compensation Board** shall be equal to the **difference between the employee's regular wages and the compensation received from the Workers' Compensation Board, e.g., 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.

Short Term Leave

- 20.05** The Hamlet may grant leave with or without benefits for any purpose for a duration not longer than one (1) year if an employee makes such a request.

ARTICLE 21 - HOURS OF WORK - GENERAL

- 21.01 The bi-weekly scheduled hours of work assigned to classifications are included in Appendix "A"- Rates of Pay,
- 21.02 Hours of work for employees shall be:
- (a) a five (5) day work week, with regular daily hours of 7 or 8 (as appropriate) including an unpaid meal period; or
 - (b) a four (4) day work week, with regular daily hours of 8.75 or 10 (as appropriate) including an unpaid meal period.
- 21.03 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.
- Meal Break
- 21.04 A specified meal period of one hour's duration shall be scheduled as close to the mid-point of the shift as possible.
- 21.05 Where an employee is unable to take a meal break, which results in him working in excess of his regular daily hours, the employee shall be paid for the meal period at the appropriate overtime rate.

ARTICLE 22 - OVERTIME

- 22.01 When the Hamlet requests an employee to work over their regularly scheduled or average hours, these excess hours will be accumulated as lieu time at the applicable overtime rate.
- 22.02 Hours worked up to eight (8) in a day (ten (10) in a day when a four day work week is in place) and forty (40) in a week shall be recorded as straight hours and all additional hours are excess hours. In addition, for office employees, hours worked over seventy (70) in a two (2) week pay period will be excess hours. Excess hours will be accumulated as lieu time.
- 22.03 All excess hours must be approved by the Hamlet in advance, and will be paid as time and one-half except for hours worked on Sundays by employees which may be paid as double time.
- 22.04 Employees shall record starting and finishing times for overtime worked on a form determined by the Employer.
- 22.05 At the request of the employee, an employee shall be granted lieu time to be taken at a time mutually agreeable to the Employer and the employee.
- 22.06 When an employee liquidates at least five (5) days annual leave, the employee can request to be paid up to ten (10) hours lieu time in cash.
- 22.07 At the end of each fiscal year, accumulated lieu time shall be converted into annual leave.

ARTICLE 23 - PAY

- 23.01 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 Appendix 'A'.
- 23.02 Employees shall be paid bi-weekly with pay earned to the previous Saturday being distributed on the following Thursday.
- 23.03 Where there is a lack of banking services at the employee's place of work, his pay cheque may be deposited to his credit in any branch of the Royal Bank of Canada.

- 23.04** The Hamlet, being prohibited from doing so under the Hamlets Act, shall not allow personal loans from Hamlet funds.

Acting Pay

- 23.05** When an employee is required in writing 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. The employee shall be paid at the greater of step one of the pay range for the acting classification, or the step on the pay range which is greater than the employee's hourly wage rate.

Pay Recovery

- 23.06** Where an employee has received more than his proper entitlement to wages or benefits, no employee shall be subject to such deductions in excess of twenty (20%) percent of the employee's net earnings per pay period.

Call-Back Pay

- 23.07** When an employee is recalled to a place of work for a specific duty, he shall receive the greater of:
- (a) compensation at the appropriate overtime rate as lieu time, if the employee is entitled to overtime; or
 - (b) compensation equivalent to four (4) hours' pay at the straight-time rate.

ARTICLE 24 - DUTY TRAVEL

- 24.01** An employee who is authorized to travel on Hamlet business will be reimbursed for reasonable expenses incurred, upon provision of receipts.

Pay for Travel on Behalf of Employer

- 24.02** Where an employee is required to travel on behalf of the Employer, he shall be paid as though he were at work for his regular work day, for each day that he travels.
- 24.03** The Employer will make every reasonable effort to restrict travel outside of Coral Harbour that requires absence from home beyond a period which includes two (2) weekends.

ARTICLE 25 - JOB DESCRIPTIONS

- 25.01** When an employee is first engaged or when an employee is reassigned to another position in the Bargaining Unit, the Employer shall, before the employee is assigned to that position, provide the employee with a written Job Description of the position to which he is assigned.
- 25.02** Upon written request, an employee shall be entitled to a complete and current Job Description.

ARTICLE 26 - CLASSIFICATION

- 26.01** 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 under Article 32. Any such grievance must be filed within ninety (90) days of the alleged improper classification.

ARTICLE 27 - VACANCIES, JOB POSTING, PROMOTIONS, AND TRANSFERS

- 27.01 Every vacancy for positions expected to be of more than six (6) months' duration and every newly-created position shall ~~be~~ posted for three (3) full working days. An **employee** desiring a position must make application in writing to the Manager within four (4) working days of the first day of posting. The applicants' skills ability and knowledge shall be considered objectively by the Employer with a view to determining the potential of the applicants to **perform** the job effectively and where applicants are considered reasonably equal in this respect, seniority shall govern.
- 27.02 Where operational requirements permit, in filling job vacancies, including promotions, transfers, and new positions, the job shall be awarded within twenty (20) working days of posting to the successful applicant.
- 27.03 No employee shall be **transferred** to a position outside the bargaining unit without his consent. If an employee is transferred to a position outside the bargaining unit, he shall retain his seniority accumulated up to the date of leaving the unit, but will **not** accumulate further seniority. Such employee shall **have** the right to return to a position in the bargaining unit consistent with his seniority accumulated up to the date of transfer outside the unit.
- 27.04 A probationary employee shall be **eligible** to participate in job competitions in the same manner as non-probationary employees within the Hamlet.

ICLE 28 - SENIORITY

- 28.01 Seniority is defined as length of service with the Employer and shall be applied on a bargaining unit-wide basis. Where skill, ability and knowledge is relatively equal, seniority shall be the governing factor applied in determining preference for promotions and transfers.
- 28.02 A newly hired employee shall be on probation for a period defined in section 2.01(y). During the probationary 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 original date of employment.
- 28.03 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 provided on request to the employees and the Union.
- 28.04 Seniority shall not accumulate during a leave of absence without pay and during any period of lay-Off.
- 28.05 An employee shall lose his seniority and be terminated in the following circumstances:
- (a) if he is discharged for just cause and is not reinstated;
 - (b) if he resigns voluntarily;
 - (c) if he abandons his position;
 - (d) if he fails to return from leave of absence, without just cause;
 - (e) if he is on lay-off for more than six (6) months;
 - (9) if he takes a leave of absence under false pretenses;
 - (g) if, following lay-off, he fails to return to work within five (5) working days of being recalled.

ARTICLE 29 - LAY-OFF

- 29.01 Lay-offs will be made when necessary on the basis of reverse order of seniority of the affected employees in the classification of work so to be reduced, provided that the remaining employees have the skill, ability and knowledge to perform the work required.
- 29.02 An employee who is continuously laid off for a period of six (6) consecutive months shall be considered terminated from his employment with the Hamlet and shall receive termination pay.
- 29.03 The last employee laid off within the classification shall be the first recalled provided he is qualified to do the work and has not been terminated pursuant to clause 29.02.

Recall

- 29.04 A new employee will not be hired to fill the job of a laid-off employee provided the laid-off employee has not been terminated pursuant to clause 29.02.
- 29.05 The Employer shall give notice of recall personally or by registered mail. Where notice of recall is given personally, the Employer shall deliver a letter stating that the employee is recalled. In this instance, notice of recall is deemed to be given when served. Where notice of recall is given by registered mail, notice is deemed to be given three (3) days from the date of mailing.
- 29.06 The employee shall return to work within five (5) working days of receipt of notice of recall. If the employee does not return to work within this period, he shall be considered terminated from his employment with the Hamlet, and shall not be entitled to termination pay.

ARTICLE 30 - TERMINATION PAY

- 30.01 The Employer retains the right to terminate employees on notice. In such cases the Employer shall provide to the employee, upon termination, the notice or pay in lieu of notice required in the Labour Standards Act. Employees terminated for cause are not entitled to notice or pay in lieu of notice.
- 30.02 An employee who has one year or more of continuous employment and is laid off is entitled to be paid Severance pay at the time of lay off. Severance pay shall be two (2) weeks pay for the first complete year of continuous employment, two (2) weeks pay for the second complete year of continuous employment and one (1) weeks pay for each succeeding complete year of continuous employment, to a maximum of twelve (12) weeks, less any severance pay previously received for other occasions of lay off. For the purposes of this section, continuous employment shall begin with the later of August 12, 1997 or the employee's commencement date.

ARTICLE 31 - EVIDENCE

- 31.01 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.
- 31.02 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.
- 31.03 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, if so requested.
- 31.04 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.

ARTICLE 32 -ADJUSTMENT OF DISPUTES

32.01 The Hamlet and the Union recognize that grievances may arise in each of the following circumstances:

- (a) by the interpretation or application of a provision of this Agreement;
- (b) disciplinary action resulting in demotion, suspension, or a financial penalty;
- (c) dismissal from the Association; and
- (d) letters of discipline placed on personnel file.

32.02 The procedure for the final resolution of the grievances listed in clause **32.01** is Arbitration.

Representation

32.03 If he so desires, an employee may ~~be~~ assisted and represented by the Union when presenting a grievance at any level.

32.04 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.

32.05 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, to whom a grievance is to be presented.

Procedure

32.06 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 Manager who shall forthwith:

- (a) ~~forward~~ the grievance to the representative of the Hamlet authorized to deal with grievances at the appropriate level; and
- (b) provide the employee or the Union with a receipt stating the date on which the grievance was received by him.

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

- (a) First Level (first level of management)
- (b) Second Level (Senior Administrative Officer)
- (c) Third Level (Executive Committee of Council)
- (d) Final Level (Arbitration)

32.08 The Union shall have the right to consult with the Manager with respect to a grievance at each or any level of the grievance procedure.

Time Limits

32.09 An ~~employee~~ may present a grievance to the first ~~level~~ of the procedure in the manner prescribed in clause ~~32.06~~ within fourteen (14) calendar days.

32.10 The Employer shall reply in writing to a grievance within fourteen (~~14~~)calendar days at level ~~1~~ and within thirty (~~30~~)calendar days at levels ~~2~~ and ~~3~~.

32.11 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 **32.10** within fourteen **(14)** calendar days after the day the reply was due.

32.12 The time limits stipulated in this procedure are mandatory and may be extended by mutual agreement between the Hamlet and the employee, and where appropriate, the Union representative.

32.13 Dismissal

When the Employer dismisses an employee the grievance procedures shall apply except that the grievance may be presented at the second Level.

Other Matters

32.14 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.

32.15 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 their withdrawal has the endorsement, in writing, of the Union.

32.16 The Union shall have the right to initiate and present a grievance to the second level of the grievance procedure related to the application or interpretation of this Agreement on behalf of one or more members of the Union.

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

Arbitration

32.18 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement including ~~any~~ **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 third Level, of his desire to ~~submit~~ the difference or ~~allegation~~ to arbitration.

32.19 The parties agree that arbitration referred to in clause **32.18** shall be by a single arbitrator. The arbitration shall be heard in Coral Harbour unless mutually agreed otherwise.

32.20 If an arbitrator selected by mutual agreement of the parties 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.

32.21 In the event that the Association and the Union are unable to agree upon the selection of the Arbitrator, the Minister of Labour of Canada shall be requested to appoint an Arbitrator, and it is agreed that the Arbitrator so appointed shall act as the single Arbitrator.

32.22 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.

32.23 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.

32.24 The award of the arbitrator shall be signed by him and copies thereof shall be transmitted to the parties to the dispute.

- 32.25 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.
- 32.26 The Hamlet and the Alliance 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.
- 32.27 Where a party has failed to comply with any of the terms of the decision of the arbitrator, either party or employee affected ~~by~~ the decision may, after the ~~expiration~~ of thirty (30) calendar days from the date of the release of ~~the~~ decision or the date ~~provided~~ in the decision for compliance, whichever is later, file in the office of Clerk of the Federal Court of Canada, a copy of the decision, inclusive 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.
- 32.28 In addition to the powers granted to arbitrators under the Canada Labour Code 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.
- 32.29 An ~~Employer~~ grievance shall be submitted to the union directly to the President of the Union of Northern Workers and shall be referable to Arbitration under clause 32.18.

ARTICLE 33 - HARASSMENT

- 33.01 The Employer, the employees and the Union recognize the right of all persons employed by the ~~Employer~~ to work in an ~~environment~~ free from unwanted personal harassment or sexual harassment, and agree that any of the aforementioned actions will not be tolerated in the workplace.
- 33.02 Cases of proven unwanted personal harassment or sexual harassment by a person employed by the Employer is considered a disciplinary infraction and ~~will~~ be dealt with ~~as~~ such.
- 33.03 Personal harassment means any improper behavior by a person employed by the Employer that is directed at and offensive to another person employed by the Employer which the first person knew or ought reasonably to have known would be ~~unwelcome~~. Personal harassment comprises Objectionable conduct, comment, act or display that demeans, belittles or causes personal humiliation or embarrassment to the ~~recipient~~.
- 33.04 Sexual harassment means any conduct, comment, gesture or contact of a sexual nature:
- (a) that might reasonably be expected to cause offence or humiliation; or
 - (b) that might reasonably be perceived as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.
- 33.05 Any level in the grievance procedure may be waived if a person hearing the grievance is the subject of the complaint.
- 33.06 Grievances under this Article will be handled with all possible confidentiality and dispatch by the Union and the Employer.
- 33.07 An alleged offender shall be given notice of the substance of a complaint under this Article and shall be given notice of and be ~~entitled~~ to attend, participate in, and be represented at any grievance hearing or any adjudication under this Agreement.

ARTICLE 34 - LIQUOR PROHIBITION

- 34.01 All Hamlet employees are required to observe the Liquor Prohibition Ordinance. Any employee who is convicted of violating that Ordinance will be subject to discipline up to and including discharge.

ARTICLE 35 - TECHNOLOGICAL CHANGE

- 35.01 Both parties recognize the overall advantages of technological change. Both parties will therefore encourage and promote technological change and improvements.
- (1) 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 layoff or termination. 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.
- (2) In cases ~~where~~ employees may require retraining the Employer will make every reasonable effort to offer training courses.

ARTICLE 36 - / COMMITTEE

- 36.01 A Committee will be formed to consult on matters of the interpretation of this Agreement, and other matters of mutual interest.
- 36.02 The Committee shall be comprised of two (2) representatives each of the Union and the Employer, with each party choosing their respective representatives.
- 36.03 The Committee shall meet at least once every three (3) months at a time to be ~~previously~~ established by the Committee, and at other times at the request of either party. The role of ~~chairman~~ will alternate between the Employer and the Union.
- 36.04 Interpretation of the Agreement

The Committee will discuss the meaning of provisions of the Agreement as ~~appropriate~~ for the purpose of attempting to reach consensus on the interpretation of the Agreement. The interpretation stated by any person shall not be precedent setting or binding on other members of the Committee. Committee members shall not be ~~empowered~~ to alter any terms of the Agreement nor shall a consensus reached by the Committee ~~have~~ any effect on management rights. The Employer may ~~adopt~~ a position arrived at by the Committee on any given occasion but ~~such~~ adoption shall not be ~~binding~~ or considered a precedent on future occasions.

ARTICLE 37 - SAFETY AND HEALTH

- 37.01 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.
- 37.02 A policy on Safety and Public Health concerns will be developed by the Safety Committee, comprised of Hamlet management and employee representatives, to be approved by the Council. This policy, among other things, will outline the minimum essential safety equipment requirements and procedures for control of safety equipment.

ARTICLE 38 - WORK CLOTHING AND PROTECTIVE EQUIPMENT

38.01 Where the following articles are required by the Employer or the Workers' Compensation Board:

- (a) Hard hats;
- (b) Aprons;
- (c) Welding goggles;
- (d) Dust protection;
- (e) Eye protection, except prescription lenses;
- (9) Ear protection;
- (g) Coveralls;
- (h) Work gloves.

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

38.02 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:

- (a) Hard hats;
- (b) Aprons;
- (c) Welding goggles;
- (d) Dust protection;
- (e) Eye protection, except safety prescription glasses;
- (9) Ear protection;
- (g) Coveralls;
- (h) Work gloves.

38.03 Employees shall be responsible for replacing lost work clothing and protective equipment.

38.04 Work clothing and protective equipment supplied by the Employer will only be used during an employee's hours of work, and must be worn on the job by employees.

ARTICLE 39 - APPRENTICES

39.01 The following are agreed upon terms and conditions of employment for employees engaged as Apprentices by the Hamlet:

- (1) The Apprentices and Tradesmen Act and pursuant Regulations shall apply to all Apprentices employed by the Hamlet. A copy of the current Regulations shall be supplied to the apprentice upon appointment.
- (2) The recognized Apprenticeship Training Programs shall be those listed in the "Apprentice Training Schedule" pursuant to the Apprentices and Tradesmen Act.
- (3) 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.

- (4) Apprentice rates will be based on a percentage of the appropriate ~~journeyman~~ rate as follows:

Four Year Training Programs

Year 1	50%
Year 2	60%
Year 3	70%
Year 4	80%

- (5) The Employer will pay the Apprentice while attending trade courses in accordance with the Employer's Policy regarding financial support while in trade training.
- (6) Apprentices shall be entitled to the benefits and terms and conditions of employment outlined in the current Agreement.
- (7) 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.

39.02 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.

ARTICLE 40 - INSURANCE AND PENSION

40.01 The Hamlet ~~will~~ permit and assist any employee ~~who~~ so desires to set up a Registered Retirement Savings Plan with the Royal Bank, or ~~at~~ such other banking establishment where the Hamlet may decide to hold its accounts, and will match the employees contributions through payroll deduction up to a maximum of five percent (5%) of regular wages.

40.02 The Hamlet will share with ~~employees~~ the cost of ~~premiums~~ under the Community Employees Benefit Act. Premiums for ~~employees~~ and the Hamlet, and benefits provided are as ~~determined~~ under the Act. Currently, the following benefits are provided:

- (a) Life;
- (b) Long term disability;
- (c) Accidental Death and Dismemberment;
- (d) Dependent life; and
- (e) Extended Health and Dental.

Participation in the benefit plans is mandatory ~~for~~ indeterminate employees unless the coverage is provided by another means, such as through the NWT Health Plan.

ARTICLE 41 - ULTIMATE REMOVAL ASSISTANCE

41.01 The employees of the Hamlet shall be entitled to removal in accordance with Council policy.

X

ARTICLE 42 - RE-OPENER OF AGREEMENT AND MUTUAL DISCUSSION

Re-Opener of Agreement

- 42.01** This Agreement may be amended by mutual consent.

Mutual Discussions

- 42.02** 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 43 - DURATION AND RENEWAL

- 43.01** The term of this Agreement shall be from April **23, 1998** to March **31, 2000**.

- 43.02** Notwithstanding the preceding, the provisions of this Agreement, including the provisions for the adjustments of disputes in Article 32, shall remain in effect during the negotiations for its renewal and until a new Agreement becomes effective, or until the requirements of Section 89 of the Canada Labour Code, Part I, have been met.

- 43.03** Within three months preceding the termination of this Agreement, either party may, by written notice, require the other party to commence bargaining collectively with a view to the conclusion, renewal or revision of the Collective Agreement in accordance with subsection 1 of Section 49 of the Canada Labour Code, Part I.

- 43.04** Where notice to commence collective bargaining has been given under clause 43.03, the Employer shall not without consent by or on behalf of the employees affected, increase or decrease salaries or alter any other term or condition of employment of employees in the Bargaining Unit which was in force on the day on which the notice was given until a renewal or revision of the Agreement, or a new collective agreement has been concluded in accordance with Section 50 of the Canada Labour Code Part I.

List of Classifications

Position	Pay Range	Bi-Weekly Regular Hours
Assistant Garbage Truck Operator	3	80
Assistant Recreation Facility Maintainer	3	60
By-Law Enforcement Officer	3	80
Garbage Truck Operator	3	80
Government Liaison Officer	3	60
Recreation Facility Maintainer	3	80
Sewage Truck Operator	3	80
Water Truck Operator	3	80
Water and Sewage Clerk/Receptionist	3	70
Building Maintainer	4	80
Heavy Equipment Operator	4	80
Land Administrative Officer/Trainee	4	70
Airport Heavy Equipment Operator	5	80
Recreation Coordinator	5	70
Wellness Coordinator	5	70
Economic Development Officer	6	70
Foreman	6	80
Head Mechanic	6	80

NOTE: Assistant Recreation Facility Maintainer and Government Liaison Officer are not full time positions.

NOTE: Community Aerodrome Radio Station Observer/Communicator (64 hours) and Alcohol and Drug Worker (70 hours) have separate pay grids.

APPENDIX "A" - PAY GRIDS

Effective April 23, 1998

Standard 70 Hours

Pay Range	Step 1	Step 2	Step 3	Step 4	Step 5
1	13.32	13.99	14.69	15.42	16.19
2	14.80	15.54	16.32	17.14	17.99
3	16.45	17.27	18.13	19.04	19.99
4	18.27	19.19	20.15	21.15	22.21
5	20.30	21.32	22.39	23.51	24.68
6	22.56	23.69	24.87	26.12	27.42
7	24.82	26.06	27.36	28.73	30.16
8	27.30	28.66	30.10	31.60	33.18
9	30.03	31.58	33.11	34.76	36.50
10	33.03	34.68	36.42	38.24	40.15

Standard 80 Hours

Pay Range	step 1	Step 2	step 3	Step 4	Step 5
1	11.66	12.24	12.85	13.49	14.17
2	12.95	13.60	14.28	14.99	15.74
3	14.39	15.11	15.87	16.66	17.49
3A	16.45	17.27	18.14	19.04	19.99
4	15.99	16.79	17.63	18.51	19.44
5	17.77	18.66	19.59	20.57	21.60
6	19.74	20.73	21.76	22.85	24.00
7	21.71	22.80	23.94	25.14	26.39
8	23.89	25.08	26.33	27.65	29.03
9	26.28	27.64	28.97	30.42	31.94
10	28.90	30.35	31.87	33.46	35.13

Alcohol and Drug Worker

Pay Range	Step1	Step2	Step3
A&D Level 1	15.72	16.10	16.47
A&D Level2	16.84	17.21	17.58
A&D Level 3	17.95	18.39	18.77

Community Aerodrome Radio Station Observer/Communicators

Position	step 1	Step 2	Step 3	Step4	Step5
CARSO/C	19.94	20.25	20.56	20.86	21.17
CARSHead O/C	21.14	21.46	21.79	22.12	22.39

NOTE 1: Pay Range 3A on the Standard 80 Hours Pay Grid is to be used only for Water Truck Operators and Sewage Truck Operators who are working on a four day on/four day off, ten hour per day schedule by themselves. Otherwise, they will be paid in accordance with Pay Range 3 on the Standard 80 Hours Pay Grid.

NOTE 2: Employees employed as at the date of ratification whose rate of pay exceeds the maximum step for their pay level will continue to receive their existing rate of pay.

Effective April 1, 1999

Standard 70 Hours

Pay Range	Step1	Step2	Step 3	Step4	Step5
1	13.45	14.13	14.84	15.57	16.35
2	14.95	15.70	16.48	17.31	18.17
3	16.61	17.44	18.31	19.23	20.19
4	18.45	19.38	20.35	21.36	22.43
5	20.50	21.53	22.61	23.75	24.93
6	22.79	23.93	25.12	26.38	27.69
7	25.07	26.32	27.63	29.02	30.46
8	27.57	28.95	30.40	31.92	33.51
9	30.33	31.90	33.44	35.11	36.87
10	33.36	35.03	36.78	38.62	40.55

Standard 80 Hours

Pay Range	Step 1	Step 2	Step 3	Step 4	Step 5
1	11.78	12.36	12.98	13.62	14.31
2	13.08	13.74	14.42	15.14	15.90
3	14.53	15.26	16.03	16.83	17.66
3A	16.61	17.44	18.32	19.23	20.19
4	16.15	16.96	17.81	18.70	19.63
5	17.95	18.85	19.79	20.78	21.82
6	19.94	20.94	21.98	23.08	24.24
7	21.93	23.03	24.18	25.39	26.65
8	24.13	25.33	26.59	27.93	29.32
9	26.54	27.92	29.26	30.72	32.26
10	29.19	30.65	32.19	33.79	35.48

Alcohol and Drug Worker

Pay Range	Step 1	Step 2	Step 3
A&D Level 1	15.88	16.26	16.63
A&D Level 2	17.01	17.38	17.76
A&D Level 3	18.13	18.57	18.96

Community Aerodrome Radio Station Observer/Communicators

Position	Step 1	Step 2	step 3	step 4	Step 5
CARS O/C	20.14	20.45	20.77	21.07	21.38
CARS Head O/C	21.35	21.67	22.01	22.34	22.61

NOTE 1: Pay Range 3A on the Standard 80 Hours Pay Grid is to be used only for Water Truck Operators and Sewage Truck Operators who are working on a four day on/four day off, ten hour per day schedule by themselves. Otherwise, they will be paid in accordance with Pay Range 3 on the Standard 80 Hours Pay Grid.

NOTE 2: Employees employed as at the date of ratification whose rate of pay exceeds the maximum step for their pay level will continue to receive their existing rate of pay.

Appendix "A"

Effective January 1, 2000

Standard 70 Hours

Pay Range	Step 1	Step 2	Step 3	Step 4	Step 5
1	13.58	14.27	14.99	15.78	16.51
2	15.10	15.86	16.64	17.48	18.35
3	16.78	17.61	18.49	19.42	20.39
4	18.63	19.57	20.55	21.57	22.65
5	20.71	21.75	22.84	23.99	25.18
6	23.02	24.17	25.37	26.64	27.97
7	25.32	26.58	27.91	29.31	30.76
8	27.85	29.24	30.70	32.24	33.85
9	30.63	32.22	33.77	35.46	37.24
10	33.89	35.38	37.15	39.01	40.96

Standard 80 Hours

Pay Range	Step 1	Step 2	Step 3	Step 4	Step 5
1	11.90	12.48	13.11	13.76	14.45
2	13.21	13.88	14.56	15.29	16.06
3	14.68	15.41	16.19	17.00	17.84
3A	16.78	17.61	18.50	19.42	20.39
4	18.31	17.13	17.99	18.89	19.83
5	18.13	19.04	19.99	20.99	22.04
6	20.14	21.15	22.20	23.31	24.48
7	22.15	23.26	24.42	25.64	26.92
8	24.37	25.58	26.86	28.21	29.61
9	26.81	28.20	29.55	31.03	32.58
10	29.48	30.96	32.51	34.13	35.83

Alcohol and Drug Worker

Pay Range	Step 1	Step 2	Step 3
A&D Level 1	16.04	16.42	16.8
A&D Level 2	17.18	17.55	17.84
A&D Level 3	18.31	18.76	19.15

Community Aerodrome Radio Station Observer/Communicators

Position	Step 1	Step 2	Step 3	Step 4	Step 5
CARSO/C	20.34	20.65	20.98	21.28	21.59
CARS Head O/C	21.56	21.89	22.23	22.56	22.84

NOTE 1: Pay Range 3A on the Standard 80 Hours Pay Grid is to be used only for Water Truck Operators and Sewage Truck Operators who are working on a four day on/four day ~~off~~, ten hour per day schedule by themselves. Otherwise, they will be paid in accordance with Pay Range 3 on the Standard 80 Hours Pay Grid.

NOTE 2: Employees employed as at the date of ratification whose rate of pay ~~exceeds~~ the maximum step for their pay level will continue to receive their existing rate of pay.

LETTER OF UNDERSTANDING

The parties agree that the Labour Management Committee will review the issue of closing the Community Aerodrome Radio Station for some portion of Christmas Day and New Year's Day. The Labour Management Committee will also review the possibility of putting some emergency food at the airport for the Observer/Communicators.

The parties agree that prior to implementing a four day shift schedule, the Employer shall have a meeting with the affected employees to advise them of the change. This meeting shall be held at least 30 days prior to the implementation of the new shift schedule. The union shall be notified of this meeting.

The parties agree that on August 1, 1998, all employees in the bargaining unit shall be paid a lump sum payment of two hundred (\$200) dollars. This payment shall be prorated for part-time employees.

Signed at Coral Harbour, Northwest Territories, on this the 18th Day of January 1999.

Signed on behalf of
Coral Harbour Hamlet

Signed on behalf of the
Public Service Alliance of Canada

<Original Signature>

Marvin Dion
Councillor

<Original Signature>

Jean-François Des Lauriers
PSAC Regional Executive
Vice-President: North

<Original Signature>

Louis Primeau
Senior Administrative Officer

<Original Signature>

Lizzie K. Angootealuk
Committee Member

<Original Signature>

Jackie Nakoolak
Committee Member

<Original Signature>

Glenn Tait
Negotiator

<Original Signature>

Paul Pudlat
Committee Member

<Original Signature>

Svante Dunkers
UNW Service Officer

