

COLLECTIVE AGREEMENT
between
THE HAMLET OF PANGNIRTUNG
and
THE UNION OF NORTHERNWORKERS

Effective: April 1, 1998
Expires: March 31, 2001

The Union of Northern Workers
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JUL 05 2004

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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 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) "Agreement" and "Collective Agreement" means this Collective Agreement.

- (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 the Senior Administrative Officer, Financial Comptroller, Hamlet Foreman, and casual workers.
- (e) A "common-law spouse" relationship is said to exist when for a continuous period of at least one (1) year, an employee has lived with a person, publicly represented that person to be their spouse.
- (9) "Continuous Employment" and "Continuous Service" means uninterrupted service with the Hamlet and:
 - (i) with reference to re-appointment of a lay-off or a temporary 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 and is re-employed within a period of six (6) months, his periods of employment for purposes of, sick leave, special leave, vacation leave, and vacation travel benefits shall be considered as continuous employment.
- (g) "Continuous operation" means any operation in which each seven (7) day period operations once commenced normally **continue** day and night without cessation until the completion of the regularly scheduled operations for that period.
- (h) "Casual employee" means a person employed by the Employer for work of a temporary nature not to exceed four (4) **continuous** months, or backup water and sewage workers, or employees whose normal working hours do not average more than six (6) hours per week over a three (3) month period.
- (i) "Day of Rest" in relation to an employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of his position other than by reason of his being on leave of absence.

- (j) "Demotion" means the appointment of an employee for reasons of **incompetence** or incapability, to a new position for which the maximum pay is less than that of his **former** position.
- (k) "Dependant" means a person residing with an employee who is: the employee's spouse (including common-law); child, **step-child**, adopted child (who is under nineteen years of age and dependent upon the employee for support or being nineteen years or more and dependent upon the employee by reason of mental or physical infirmity); or any other relative of the employee's household who is wholly dependent upon the employee for support by reason of mental or physical infirmity.
- (l) "Employee" means a member of the bargaining unit.
- (m) "Employer" means the Hamlet Council of **Pangnirtung**, as represented by the Senior Administrative Officer of the Municipal Corporation.
- (n) "Fiscal Year" means the period of time from April **1** in one year to March **31** in the following year.

- (o) "Grievance" means a complaint in writing that an employee, group of employees, or the Union submits to management, to be processed through the grievance procedure.
- (p) "Hamlet" means the Hamlet of **Pangnirtung**.
- (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 or lack of funding.
- (s) "Leave of Absence" means absence from duty with the **Employer's** permission.
- (t) "Lieu time" means the equivalent leave with pay taken in lieu of cash payment.
- (u) "Manager" means the Senior **Administrative Officer** for the Hamlet of **Pangnirtung**.
- (v) "Membership Fees" means the fees established pursuant to the By-Laws of the Union as the fees payable by the members of the Bargaining Unit and shall not include any other levy.

- (w) "Overtime" means work performed by an employee before or after or in excess or outside of his usually scheduled hours of work.
- (x) "Part Time Employee" means a person employed by the Hamlet, whose scheduled hours of work are less than the normal hours of work scheduled in a week for full time employees.
- (y) "Point of departure" means Ottawa or Montreal for every eligible employee entitled for Vacation Travel Assistance.
- (z) "Probation" means a period of six (6) months from the day upon which an employee is ~~first~~ appointed to the Hamlet or a period of four (4) months after an employee has been transferred or promoted from within. If an employee does not successfully complete his probationary period on transfer or promotion, the Employer shall appoint him to his former position or one at the same level.
- (aa) "Promotion" means the appointment of an employee to a new position, the rate of pay of which exceeds that of his former position.

(bb) "Rates of Pay"

- (i) "bi-weekly rate of pay" means an employees annual salary divided by **26.088**.
 - (ii) "weekly rate of pay" means an employee's **annual** salary divided by **52.176**.
 - (iii) "daily rate of pay means an employee's weekly rate divide by five **(5)**.
 - (iv) "hourly rate of pay" means an employees daily rate of pay divided by his usual daily hours of work.
- (cc) "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.
- (dd) "Seasonal employee" means a person **employed** in work of a seasonal nature which is not continuous throughout the year but recurs in successive years.

- (ee) "Temporary Lay-Off" means an employee whose employment has been momentarily discontinued for a period of up to one (1) month because of lack of work due to a mechanical breakdown.
- (ff) "Transfer" means the appointment of an employee to a new position, that does not constitute a promotion or demotion.
- (gg) "Week" for the purposes of this Agreement shall be deemed to commence on Monday and terminate at midnight on Sunday.
- (hh) "Union" means the Public Service Alliance of Canada as represented by its agent the Union of Northern Workers.

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.
- 2.04 "May" shall be regarded as permissive and "Shall" and "Will" as imperative.

ARTICLE 3 - RECOGNITION

- 3.01 The Hamlet recognizes the Union as the exclusive bargaining agent for all employees as described in Article 2.01(1) of this Agreement subject to the Canada Labour Code.

ARTICLE 4 - HUMAN RIGHTS

4.01 Discrimination

The Employer and the Union agree that there shall be no discrimination, interference, restriction, harassment or coercion exercised or practised with respect to any employee by reason of age, sex, race, colour, creed, national or ethnic origin, marital status, family status, sexual orientation, disability, conviction for which a pardon has been granted, religious or political affiliation, by reason of union membership or activity, nor by reason of exercising their rights under the Collective

Agreement. Notwithstanding the above the Employer may implement Affirmative Action plans based on native employment as recognized in the Canadian Constitution.

4.02 Sexual Harassment

The Hamlet of **Pangnirtung** is committed to promoting a work environment which is free from sexual harassment. Every employee has the right to freedom from harassment in the workplace because of sex by his/her Employer, or agent of the Employer or by another employee. Grievances filed under this clause can be advanced to first and second levels of the grievance procedure only.

4.03 Equal Pay for Work of Equal Value

The Employer agrees to recognize the principals of Equal pay for work of equal value regardless of the sex of the employee.

4.04 Physical or Mental Disability

The Employer shall make every reasonable effort to find alternate employment within its employ for an employee who becomes unable to carry out his normal work functions as a result of his employment with the Employer.

ARTICLE 5 - APPLICATION

5.01 The provisions of this Agreement apply to the Union, the employees and the Hamlet of Pangnirtung.

5.02 **Agreement Costs**

The Employer and the Union will share equally all the costs associated with the printing, Inuktitut translation and distribution of the Collective Agreement. The Union will facilitate said printing and distribution.

ARTICLE 6 - CONFLICT OF PROVISIONS

6.01 Where there is any conflict between the provisions of this Agreement and any regulation, direction or other instrument dealing with terms and conditions of employment issued by the Employer the provisions of this Agreement shall prevail.

ARTICLE 7 - MANAGERIAL

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

ARTICLE 8 - EMPLOYER DIRECTIVES

- 8.01** The Hamlet shall provide the Union Local with a copy of all personnel directives. Where the Hamlet proposes to issue a personnel directive which is intended to clarify the interpretation or application of the Agreement, the Hamlet shall request and consider the advice of the Union prior to issuing such directives.

ARTICLE 9 - RESTRICTION ON OUTSIDE EMPLOYMENT

- 9.01** An employee can carry on any business or employment outside his regularly scheduled hours of duty without interference from the Hamlet subject to sections **9.02** and **9.03** listed below. The employee shall inform the Senior Administrative Officer in writing of his intention to undertake such business or employment.
- 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 or requested overtime and his outside interests; and
 - (b) certain knowledge and information available only to Hamlet of Pangnirtung

personnel place the individual in a position where he can exploit the knowledge or information for personal gain.

9.03 Use of Employer Premises and Equipment

No employee shall use the Employer's equipment or services for their own purpose or benefit, which includes the transportation of dependants with Hamlet vehicles. It is agreed that this clause shall not apply to employees on standby as authorized by the Employer.

ARTICLE 10 - CIVIL LIABILITY

- 10.01** 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 sections 10.02 to 10.06 listed below shall apply.
- 10.02** 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 Senior Administrative Officer of any such notification or legal process.
- 10.03** The Employer shall pay any damages or costs awarded against any such employee in any such action or proceedings and all legal fees.

- 10.04** 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 neglect of his duty as an employee. The employee shall not enter into any settlement agreement without the express written authority of the Employer and if he does enter into any such settlement agreement without proper authorization he agrees to waive any rights provided to him under this Article.
- 10.05** Upon the employee notifying in accordance with section 10.02 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 employee agrees to cooperate fully with appointed counsel.

- 10.06** If upon adjudication of a matter arising out of this Article there is a finding that the employee was not acting in the performance of his duties at the time of the alleged tort then he shall be indebted to the Employer for an amount equal to the expenses incurred on his behalf pursuant to this Article. Prior to said recovery the Employer and employee shall discuss an acceptable recovery schedule.

ARTICLE 11 - STRIKES AND LOCKOUTS

- 11.01** 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 life of this Agreement.
- 11.02** In the event of a legal strike, Airport workers and By-Law Officers shall be designated as essential workers.

ARTICLE 12 - CHECK OFF

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

- 12.02** The 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 and will apply to the extent that earnings are available. Where an employee does not have sufficient earnings in respect of any **bi-weekly** period to permit deduction, the Employer shall not be obligated to make such deductions from subsequent salary.
- 12.04** From the date of signing and for the duration of this Agreement no employee organization, other than the 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 by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on his behalf.

- 12.06 The Alliance 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 Employer.
- 12.07 The Employer agrees to identify annually on each employee T-4 slip the total amount of Union dues deducted for the preceding year.

ARTICLE 13 - UNION ACCESS TO EMPLOYER PREMISES

- 13.01 Upon reasonable notice, the Employer shall **permit** access to its work premises of an accredited representative of the Union.

ARTICLE 14 - INFORMATION

- 14.01 The Employer agrees to provide the Union within thirty (30) days of change occurring in the Bargaining Unit, with the name, address, job title, rate of pay and social insurance number of all employees in the Bargaining Unit.
- 14.02 The Employer shall indicate which employees have been recruited or transferred and those employees who have been struck **off** strength during the **period** reported.

14.03 The Employer shall provide each employee with a copy of the Collective Agreement.

14.04 Provision of Bulletin Board Space and Other Facilities

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.

14.05 The Employer shall approve and make available to the Union specific locations on the premises for the placement of bulk quantities of literature of the Union.

14.06 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.

14.07 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 15 - UNION REPRESENTATIVES AND
UNION TIME-OFF**

15.01 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 as soon as possible.

Time-off for Union Business

15.02 **Conciliation or Arbitration Hearings**

The Employer will grant leave with pay for up to ~~two~~ (2) employees representing the Union before a Conciliation or Arbitration Board hearing.

15.03 **Employee called as a Witness**

The Employer will grant leave with pay to an employee called as a witness before a Conciliation or Arbitration Board hearing, and leave with pay to an employee called as a witness by the Union.

15.04 **Arbitration Hearing (Grievance)**

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

15.05 Employee Who Acts as a Grievance Representative

The Employer will grant leave with pay to the Representative of an employee who is a party to the grievance.

15.06 Employee Called as a Grievance Witness

The Employer will grant leave with pay to a witness called by an employee who is a party to the grievance.

15.07 Grievance Process

Where an employee and his representative are involved in the **process** of his grievance, he or they shall be granted leave with pay.

15.08 Contract Negotiations Meetings

The Employer shall grant leave with pay for up to two (2) employees for the purpose of attending contract negotiations and conciliation meetings.

15.09 Union Full Executive Meetings, Congress and Conventions

Where operational requirements permit, the Employer will grant reasonable leave without pay, without benefits, to a reasonable number of employees to attend full executive meetings

and conventions of the Union, the Alliance, the Canadian Labour Congress and the N.W.T. Federation of Labour.

15.10 Representatives Training Course

Where operational requirements permit, the Employer will grant reasonable leave without pay, without benefits, to employees who exercise the authority of a Representative on behalf of the Union to undertake training related to the duties of a Representative.

15.11 Time-Off for Representatives

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 their supervisor before resuming their normal duties.

15.12 Leave for UNW Paid Officers

An Employee elected as UNW Paid Officer shall be granted leave without pay and benefits for the term of office.

- 15.13** The UNW Paid Officer shall advise the Employer as soon as possible when an extension of the leave of absence is applicable due to re-election.
- 15.14** Upon termination of his leave of absence the UNW Paid Officer shall be offered their former position held with the Employer before they commenced the leave of absence. When such employee wishes to invoke this clause he shall provide the Employer will sixty (60) days notice of his intent to do so.
- 15.15** A leave of absence for the purposes of this Section shall be guaranteed for one term of office. In the event that an extension is desired it shall be requested and shall not be unreasonably denied. If the leave of absence is extended and during that period work methods have changed to the extent that retraining is necessary, the employee shall provide retraining for himself at no cost to the Employer.
- 15.16** Notwithstanding Article 15.15, the Employer may make an offer of employment to the UNW Paid Officer to a position inside the Bargaining Unit should the UNW Paid Officer bid on a competition and be the successful candidate.

ARTICLE 16 - DESIGNATED PAID HOLIDAYS

- 16.01** The following days are the paid holidays for employees covered by this Collective Agreement:
- (a) New Year Day;
 - (b) Good Friday;
 - (c) Easter Monday;
 - (d) The Queen's Birthday;
 - (e) Canada Day;
 - (f) The first Monday in June, or the first Monday in July, or the first Monday in August, as fixed by order of the Government of the Province of Ontario or the Government of the Territories;
 - (g) Labour Day;
 - (h) Thanksgiving Day;
 - (i) Remembrance Day;
 - (j) Christmas Day;
 - (k) Boxing Day;
 - (l) Hamlet Day

- 16.02** When the Mayor of **Pangnirtung** or Commissioner of the Northwest Territories agrees to provide the majority of employees in **Pangnirtung** with time off in support of a community function and operational requirements do not permit an employee to participate then they shall be paid at their regular rate of pay.
- 16.03** Clause 16.01 does not apply to an employee who is absent without leave on either the working day immediately preceding or the working day following the Designated Paid Holiday. An employee may appeal to the **Labour/Management** Committee to waive clause 16.03 on a case by case basis.
- 16.04** Holiday Falling on a Day of Rest
- 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.
- 16.05** Designated Holiday Substitution
- An employee and Employer may if mutual agreeable, observe a designated paid holiday on another day.

- 16.06** When a day designated as a holiday for an employee is moved to another day under the provisions of Clause **16.04** or **16.05**, then work performed by an employee on the day:
- (a) from which the holiday was moved shall be considered as work performed on a day of rest in the case of Clause 16.04;
 - (b) from which the holiday was moved shall be considered as a normal working day in the case of Clause 16.05;
 - (c) to which the holiday was moved, shall be considered as work performed on a holiday.
- 16.07** When the Hamlet requires an employee to work on a Designated Paid Holiday as part of his regularly scheduled hours of work 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, time and one-half for all hours worked.
- 16.08** 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.

- 16.09** Except in the case of emergencies, at the request of the employee, an employee shall not be required to work both Christmas and New Year's Day.

ARTICLE 17 - LEAVE - GENERAL

- 17.01** When the employment of an employee who has been granted more vacation, sick leave or special leave with pay than he has earned is terminated the employee shall be considered to have earned that amount of leave with pay granted to him provided that an employee's employment is terminated by:
- (a) his death; or
 - (b) lay-off instituted at any time after he has completed one (1) year of continuous employment.
- 17.02** During the month of July 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 30th day of June. An employee, upon written request, may require a statement of an up-to-date balance of his leave credits. The Employer will make every reasonable effort to provide this statement within three business days.

ARTICLE 18 - VACATION LEAVE

18.01 Accumulation of Vacation Leave

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 one-quarter ($1\frac{1}{4}$) days each month until the month in which the anniversary of the second (2nd) year of continuous service is completed;
- (b) one and two-thirds ($1\frac{2}{3}$) days each month commencing in the month after completion of two (2) years of continuous service and ending in the month that fifteen (15) years of continuous service is completed;
- (c) two and one-twelfth ($2\frac{1}{12}$) days each month after completion of fifteen (15) years of continuous employment and ending in the month that twenty-three (23) years of continuous service is completed;
- (d) two and one-half ($2\frac{1}{2}$) days each month commencing in the month after completion of twenty-three (23) years of continuous employment.

18.02 The accumulated service for part-time employees shall start **April 1, 1992** and shall be counted for the improved vacation leave entitlements in paragraphs (a), (b), (c), and (d) of Clause **18.01**.

18.03 Granting of Vacation Leave

The Employer shall grant vacation leave at times convenient to both the Employer and the employee.

18.04 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.

18.05 Where in respect of any period of vacation leave, an employee is granted sick or special leave with pay;

- (a) when there is a death or illness in his immediate family as defined in Article **19**;
or
- (b) is granted sick leave on production of a medical certificate; then,

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

18.06 Carry-Over Provisions

Employees are 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 can be liquidated in cash in the month of June.

18.07 Leave When **Employment** Terminates

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.

18.08 The Employer shall grant an employee any vacation leave earned but not used by him before employment is **terminated** by lay-off, if the employee so requests.

18.09 Vacation Travel Assistance

Full-time employees are entitled to transportation assistance once each **fiscal** year from **Pangnirtung** to their point of departure or to any other destination, provided that the cost of the latter is no greater than travel to their point of departure and that Travel Time is liquidated.

18.10 An employee shall not receive transportation assistance under this Article during their first six (6) months of employment with the Hamlet of **Pangnirtung**.

18.11 Air Transportation benefits shall apply to an employee's spouse or a dependent only if this benefit is not provided to the employee's dependents by another Employer and the employee was eligible for Vacation Air Travel Assistance as described in Clause **18.10**.

18.12 Full-time employees who have Air Transportation provided by their spouses' Employer are excluded from either Air or Land Vacation Travel Assistance.

18.13 Each full-time employee is entitled to two (2) transportation opportunities per family unit which shall be calculated as follows:

- (a) where travel is by chartered aircraft, the actual cost of chartered aircraft trip or a fourteen **(14)** day excursion class return airfare with minimum stay of at least one Saturday night to point of departure, whichever is lesser in expense;
- (b) where travel is by scheduled airline, the actual cost of the trip or a fourteen **(14)** day excursion class return airfare with a minimum stay of at least one Saturday night to point of departure, whichever is lesser in expense,

- 18.14** Where a full-time employee **has** failed to book travel with a fourteen **(14)** day excursion class return airfare with minimum stay of at least one Saturday night to point of departure, the excess cost shall be deducted from the employee's next available payroll cheque.
- 18.15** Where a full-time employee has incurred a change fee with his airfare, this cost shall be deducted from the employee's next available payroll cheque.
- 18.16** Full-time employees which are funded by agencies/departments outside the Hamlet are excluded from the benefit of Vacation Travel Assistance. The Employer will make every reasonable effort to negotiate funding for an equivalent Vacation Travel Assistance benefit when renewing contracts with the contract

funding agency. The Employer reserves the right to provide this benefit to long-term contract employees.

- 18.17** Full-time employees not receiving Air Transportation assistance but who are liquidating travel time and travelling by means other than air shall be entitled to Vacation Travel Assistance of two thousand (\$2,000.00) once per fiscal year.
- 18.18** Each full-time employee upon taking vacation leave, either Air or Land Travel Assistance, shall be entitled to two (2) days leave for travel purposes once per fiscal year.
- 18.19** Should the cost of the airfare of a fourteen (14) day excursion class return with a minimum stay of at least one Saturday night to point of departure increase in excess of fifteen (15) percent, the Hamlet reserves the right to cap the airfare cost paid.
- This cap would be current airfare cost for a fourteen (14) day excursion return fare with a minimum stay of at least one Saturday night to point of departure at eleven hundred (\$1,100.00) dollars.
- 18.20** When an employee is going on vacation with a pay period occurring during the leave, the employee may request their paycheque before they leave. The written request shall be

received by the Employer at least five (5) days prior to their last day of work. The Employer will make every effort to have the paycheque issued at 3:00 pm two (2) days prior to start of leave but no later than one (1) day prior to start of leave.

ARTICLE 19 - SPECIAL LEAVE CREDITS

- 19.01** An employee shall earn special leave credits up to a maximum of **twenty-five (25)** days at a 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.
- 19.02** For the purposes of this Article, immediate family is defined as an employee's father, mother, brother, sister, spouse, common-law spouse, child, grandparent, grandchild, aunt, uncle, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, and any relative permanently residing in the employee's household or with whom the employee permanently resides,
- 19.03** The Senior Administrative Officer 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;
- (c) where a member of the immediate family residing outside the employee's community of residence becomes seriously ill.

19.04 The Employer may grant an employee special leave with pay for a period of up to five (5) consecutive working days where special circumstances not directly attributable to the employee prevent his reporting to duty, including:

- (a) serious household or domestic emergencies;
- (b) a general transportation tie-up caused by weather if the employee makes every reasonable effort to report for duty. This includes employees caught on the land during severe weather conditions:
- (c) 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.

19.05 The Labour/Management Committee shall hear appeals concerning special leave denials when requested by the affected employee.

19.06 Special leave in excess of five (5) consecutive working days for the purposes enumerated in Clauses 19.03 or 19.04 may be granted by the Senior Administrative Officer.

19.07 Birth or Adoption

An employee shall be granted special leave with pay for one (1) working day on the occasion of the birth or adoption of their child if the child is born or adopted in Pangnirtung and up to three (3) days if the child is born or adopted outside of the community. This leave may be divided into two parts and taken on separate days.

19.08 Quarantine

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.

ART 20 - SICK LEAVE

20.01 Credits

An employee shall earn sick leave credits at the rate of one and onequarter (1¼) 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 or **medical/dental** appointments on a normal working day shall be charged against an employee's accumulated sick leave credits.
- 20.03** Unless otherwise informed by the Employer an employee must sign a statement stating that because of this illness or injury he was unable to **perform** his duties.
- 20.04** An employee is required to produce a certificate from a qualified medical practitioner or community health nurse, 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 on nine (9) occasions 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 lay-off, he shall earn sick leave credits for each month in which he worked at least ten (10) days and shall retain

any unused sick leave existing at the time of lay-off or commencement of leave without pay.

20.06 Transportation to a Medical Centre Travel Time

Every employee who is proceeding to a medical centre shall be granted leave of absence with pay which is to be charged against his sick leave credits for the lesser of four (4) days or the actual time taken to travel from his post to a medical centre and return.

ARTICLE 21 - PARENTAL LEAVE

Maternity and Adoption Leave

21.01 The Employer shall comply with Part V, Sections 30-39 Pregnancy and Parental Leave sections of the Northwest Territories Labour Standards Act, which shall constitute a minimum acceptable practice. For the readers convenience the sections mentioned above are reprinted below.

30. For the purposes of this Part, a medical certificate must be signed by a qualified medical practitioner or, in a community in the Territories in which no qualified medical practitioner is resident, by a nurse in that community who holds a certificate

of registration issued under the Nursing Profession Act.

- 31. (1)** An employee is entitled to pregnancy leave, without pay, in accordance with subsection **(2)**, where the employee
- (a) has been employed by an Employer for the prescribed length of time;
 - (b) submits to the Employer a written request for pregnancy leave at least four weeks before the day on which the employee intends to **commence** the leave; and
 - (c) if so requested by the Employer, provides the Employer with a medical certificate stating that the employee is pregnant and stating the estimated date of delivery.
- (2)** Subject to this Part, an employee referred to in subsection **(1)** is entitled to pregnancy leave of **17** consecutive weeks commencing at any time during the **17** week period immediately preceding the estimated date of delivery.
- (3)** If the actual date of delivery is after the estimated date of delivery, an

employee is entitled, at the request of the employee, to extend the pregnancy leave for a further period, without pay, not exceeding the period between the estimated date of delivery and the actual date of delivery and, in any event, not exceeding six consecutive weeks.

- (4) An employee who has requested pregnancy leave may, with the consent of her Employer, resume employment before the expiration of that period.
32. (1) An employee who does not request pregnancy leave in accordance with paragraph 31(1)(b) but who has been employed by an Employer for the prescribed length of time is entitled to pregnancy leave under section 31 where
- (a) due to medical condition arising from the employee's pregnancy, the employee is unable to give the required notice: and
 - (b) within two weeks after the employee ceases to work, the employee provides her Employer with a medical certificate stating that the employee was not able to

perform the duties of her employment because of a medical condition arising from the employee's pregnancy and stating the estimated date on which, in the opinion of a qualified medical practitioner or nurse, delivery will occur or the actual date of delivery.

- (2) An employee who does not request pregnancy leave in accordance with paragraph 31(1)(b) and to whom subsection (1) does not apply but who has been employed by an Employer for the prescribed length of time is entitled to pregnancy leave of six **consecutive** weeks, without pay, where the employee provides the Employer with a medical certificate stating that the employee has given birth on a specified day.
 - (3) Subsection 31(4) applies to an employee referred to in subsection (2).
33. (1) The Labour Standard Officer may, at the request of an Employer, require an employee to commence pregnancy leave where, in the opinion of the Labour Standards Officer, the duties of the employee cannot reasonably be performed because of the pregnancy.

- (2) The Labour Standards Officer shall, before requiring an employee to commence pregnancy leave under subsection (1), consider
- (a) the nature of the industrial establishment;
 - (b) the conditions of employment of the industrial establishment;
 - (c) the welfare of the employees in the industrial establishment; and
 - (d) any medical information respecting the employee provided to the Labour Standards Officer by a qualified medical practitioner with the consent of the employee.
- (3) The employee shall continue the pregnancy leave until
- (a) the Labour Standards Officer is satisfied that the employee is able to perform her duties; or
 - (b) the pregnancy is terminated.
34. (1) An employee is entitled to parental leave of 12 consecutive weeks, without pay where the employee:

- (a) has been employed by an Employer for the prescribed length of time;
 - (b) submits to the Employer a written request for parental leave at least four weeks before the day on which the employee intends to commence the leave; and
 - (c) will remain at home to care for a new **born** child of the employee or a child who the employee has recently adopted or with respect to whom the employee has commenced adoption proceedings.
- (2) Where an employee has recently adopted more than one child or has commenced adoption proceedings with respect to more than one child and the children arrived at the employee's home at the same time or substantially the same time, the children are deemed to be a single child for the purposes of this section.
- (3) An employee who is on parental leave is entitled to extend the leave to a total of 17 consecutive weeks where

- (a) a child referred to in paragraph (1)(c) is six months of age or older on the day the child arrives at the employee's home; and
 - (b) a medical practitioner, social worker, psychologist or psychiatrist certifies that the child suffers from a physical, psychological or emotional condition that requires an additional period of parental care.
- (4) Parental leave must be taken within the period commencing on the day of birth of the new-born child or the day on which the child arrives at the employee's home, as the case may be, and ending one year after that day.
- (5) Where an employee plans to adopt more than one child and the children arrive at the employee's home at substantially the same time, the employee is entitled to parental leave for the period commencing on the day the first child so arrives and ending one year after the day on which the last child so arrives.
- (6) Where an employee takes parental leave in addition to pregnancy leave, the employee must commence the

parental leave immediately on the expiration of the pregnancy leave or on the day the child arrives at the employee's home, unless the employee and Employer otherwise agree.

- (7) An employee who is on parental leave may, with the consent of his or her Employer, resume employment before the expiration of the leave.
35. (1) An employee who does not request parental leave in accordance with paragraph 34(1)(b) but who is otherwise entitled to parental leave is entitled to parental leave under section 34 where
- (a) the child who the employee has adopted or with respect to whom the employee has commenced adoption proceedings arrives at the employee's home sooner than expected; and
 - (b) the employee requests parental leave.
- (2) An employee who does not request parental leave in accordance with paragraph 34(1)(b) and to whom subsection (1) does not apply but who

is otherwise entitled to parental leave is entitled to parental leave of six consecutive weeks, without pay, where the employee requests parental leave.

(3) Subsections ~~34~~(4) to (7) apply to an employee referred to in subsection (2).

36. Where an employee resumes employment on the expiration of the pregnancy leave or parental leave granted under this Part, the Employer shall reinstate the employee in the position the employee occupied on the day the leave commenced or in a comparable position, at not less than the wages, benefits and seniority that has accrued to the employee on the day the leave commenced, and with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken.

37. An Employer who has suspended operations during the pregnancy leave or parental leave granted under this Part and has not resumed operations on the expiration of the leave shall not, on resumption of operations, refuse to reinstate the employee or otherwise refuse to comply with section 36 because the employee has taken the leave.

38. (1) No Employer shall change a condition of employment of an employee without the written consent of the employee or terminate the employment of an employee because of the employee's pregnancy or because of the employee has requested, is on or has taken the pregnancy leave to which the employee is entitled under this Part.

(2) No Employer shall change a condition of employment of the employee without the written consent of the employee or terminate the employment of the employee because the employee has requested, is on or has taken parental leave to which the employee is entitled under this Part.

39. The onus is on the Employer to establish that a contravention of section 36, 37 or 38 is not because of the employee's pregnancy, where the employee is pregnant, or because the employee has requested, is on or has, within the 12 month period prior to the contravention, taken pregnancy leave or parental leave.

21.02 Care and Nurturing for Pre-School Children

At the request of an employee leave without pay in one (1) or more periods of time to a

total maximum of two (2) years during an employees total period of employment may be provided for the care and nurturing of pre-school children.

ARTICLE 22 - CASUAL LEAVE

22.01 Employees may be granted casual leave with pay. The Labour/Management Committee shall hear appeals concerning casual leave denials when requested by the affected employee.

Employees may be granted casual leave with pay for:

- (a) legal appointments;
- (b) meetings with local school authorities during working hours;
- (c) at the discretion of the Employer.

22.02 Employees may be granted casual leave with pay to a maximum of three days per fiscal year to attend meetings as an elected or appointed position representing the community. Any fees or honoria or fees received are to be assigned to the Hamlet.

ARTICLE 23 - OTHER TYPES OF LEAVE

23.01 Court Leave

Subject to **23.02** below, leave of absence shall be given to employees who are required to **serve** on a jury or by subpoena or summons to attend as a witness in any proceeding held:

- (a) in or under the authority of a court of justice or before a grand jury;
- (b) before a court, judge, justice, magistrate, or coroner;
- (c) 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;
- (d) 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;
- (e) 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.

23.02 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.

23.03 Leave Without Pay

The Employer may grant short or long term leave without pay and benefits.

ARTICLE 24 - HOURS OF WORK

24.01 The work week shall be Monday to Friday inclusive with a scheduled work day of:

- (1) Seven and one-half (7.5) consecutive hours, exclusive of a lunch period for shop, incinerator, outside and maintenance workers. The usual hours of work shall be between **8:30** a.m. and **5:00** p.m.
- (2) Seven (7) consecutive hours, exclusive of a lunch period for office and administration workers, the usual hours of work shall be between the hours of **9:00** a.m. and **5:00** p.m.
- (3) Ten (10) consecutive hours, inclusive of an on site lunch break for airport communicators. The usual hours of work shall be between the

hours of **8:00** a.m. and **6:00** p.m., including Saturday, and between the hours of **8:00** a.m. and noon on Sunday. The sixty-four (**64**) hours work week shall be followed by seven (**7**) days of rest.

24.02 Part-time employees shall not be **subject** to the above prescribed hours of work, but shall be assigned as required to hours of work which shall not exceed the normal hours of work for a full-time position.

24.03 Breaks

Employees shall be entitled to a rest period, with pay, of fifteen (15) minutes duration commencing on or about mid point of the first half of their shift, and shall be entitled to a rest period, with pay, of fifteen (15) minutes duration, commencing on or about mid point of the second half of their shift. All employees except airport communicators may absent themselves from their place of work during such rest periods, but for each such rest period shall not be absent with pay from their place of work for more than fifteen (15) minutes.

The airport observer/communicator, subject to Transport Canada's daily approval, may combine their two fifteen (15) minutes breaks into one (1) break totalling thirty (**30**) minutes.

24.04 Meal Break

A specified meal period of one hour's duration shall be scheduled as close to the mid-point of the work day as possible. The Employer will make every effort to arrange meal periods at times convenient to the employees.

ARTICLE 25 - PAY

25.01 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 appendix.

25.02 An employee holding a position *for* which there is a minimum and maximum rate of pay shall be granted annual increases in pay at the rates specified until he reaches the maximum for the position. Where an annual increase and a negotiated increase are effective on the same date, the annual increase shall be applied first and the resulting rate shall be revised in accordance with the negotiated increase.

25.03 Employees shall be paid on a bi-weekly basis with pay days being every second Thursday.

25.04 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.

25.05 Acting Pay

When an employee is required by the Employer, in writing, 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 (at the new Employee Rate) or a premium of ten percent (**10%**) of his existing rate or whichever is greater, for the period in which he acts.

ARTICLE 26 - OVERTIME

26.01 In this Article:

- (a) "overtime" means work performed by an employee before or after or in excess or outside of his regularly scheduled hours of work;
- (b) "straight time rate" means the hourly rate of remuneration;
- (c) "**time** and one-half" means one and one-half times the straight time rate;

(d) "double time" means two (2) times the straight time rate;

(e) "authorized" means the employee receiving his supervisor's request or permission in advance of overtime commencing.

26.02 An employee who is authorized to work overtime shall be compensated for each completed fifteen (15) minutes of overtime worked by him subject to a minimum payment of one half ($\frac{1}{2}$) hour at the overtime rate.

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

26.04 Except in an emergency or an unusual circumstance the Employer shall make every reasonable effort to:

(a) allocate overtime work on an equitable basis among readily available qualified employees who are normally required in their regular duties to perform that work; and,

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

- 26.05** Except in an emergency, an employee may for cause refuse to work overtime, providing he places his refusal in writing.
- 26.06** An employee who is required to work overtime shall be entitled to a minimum of one half ($\frac{1}{2}$) hours pay at the appropriate rate described below. Overtime work shall be compensated at time and one-half of an employee's regular rate of pay except that:
- (a) overtime worked in excess of four (4) consecutive hours either preceding or following an employees regular shift; and
 - (b) overtime worked in excess of eight (8) consecutive hours on an employee's first day of rest: and
 - (c) overtime worked on an employee's second day of rest shall be compensated at double time.
- 26.07** An employee may be granted, upon written request, time-off in lieu of cash compensation for overtime worked. Lieu time off shall be taken at a time which is mutually agreed by the employee and the Hamlet. The dollar value of lieu time shall be accumulated at the applicable overtime rate, and may be liquidated in whole or in part in cash at any time by the employee.

26.08 Where an employee is required to work three (3) or more hours of overtime immediately following his regularly scheduled hours of work, and because of operational requirements, the employee is not permitted to leave his place of work, the Hamlet will either provide the employee with a meal or meal allowance at the duty travel rate.

ARTICLE 27 - CALL-BACK AND REPORTING PAY

27.01 Call-Back Pay

When an employee is recalled to work overtime or on a designated paid holiday he shall be paid the greater of compensation:

- (a) at the appropriate overtime rate; or
- (b) compensation equivalent to four (4) hours pay at the straight time rate.

27.02 Reporting Pay

If an employee reports to work on his regular work day and the Employer notifies him that there is insufficient or no work available he is entitled to four (4) hours pay at the straight time rate.

**ARTICLE 28 - PAY FOR TRAVEL ON BEHALF OF
EMPLOYER**

- 28.01** Where an employee is required to travel on behalf of the Employer, he shall be paid when the travel occurs on a:
- (a) regular **work-day**, as though he were at work for all hours travelled; or,
 - (b) when the travel occurs on a day of rest or designated paid holiday, at the applicable overtime rate for all hours travelled, with a minimum of four (4) hours pay at the straight time rate and a maximum of eight (8) hours at the applicable overtime rate.
- 28.02** For the purpose of this Article, hours travelled includes a one (1) hour check-in period at airports, bus depots, or train stations, as well as a **one** (1) hour check-out period at each overnight stopover and at the final destination. Hours travelled also include time spent waiting for connecting flights, trains or busses, but is exclusive of overnight stopovers.
- 28.03** The Employer will make every reasonable effort to restrict travel outside of the employee's headquarters that requires absence from home beyond a period which includes **two** (2) weekends.

- 28.04** Where an employee is absent from home on a designated paid holiday or day of rest on behalf of the Employer, they shall receive cash payment equivalent based on an eight (8) minute long distance Saturday afternoon discounted personal call from the duty travel location to Pangnirtung.
- 28.05** Only Clause 28.04 of the above entitlements shall 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 29 - CLASSIFICATION

- 29.01** During the term of this Agreement, if a new or revised classification is implemented by the Employer, the Employer shall before applying the new or revised classification, 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 ninety (90) days from the date on which the Employer submits the new or revised classification 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.

29.02 Statement of Duties

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

ARTICLE 30 - TRANSFERS AND VACANCIES

30.01 The Hamlet may transfer employees from one position to another on a temporary basis. Such temporary transfers shall not exceed thirty (30) calendar days.

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

ARTICLE 31 - EMPLOYEE FILES

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, by the provision of a copy thereof at the time of filing or within reasonable time thereafter.

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 eighteen (18) months 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.
- 31.04 There shall be only one official file for each employee.

ARTICLE 32 -SUSPENSION AND DISCIPLINE

- 32.01 In the event of a proposed suspension without pay of a duration of three (3) days or longer, or a proposed termination, the following procedures shall be followed.
- 32.02 The Labour/Management Committee shall meet to review any proposed disciplinary action and shall attempt to resolve the matter within four (4) days of the proposed disciplinary action. The Employer reserves the right to remove an employee from the workplace for a safety or security issue.
- 32.03 Failing a suitable resolution by the Labour/Management Committee, in addition to the normal grievance and arbitration

procedure in Article 33, 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.

- 32.04** The "Provisional Arbitrator" will be mutually agreed upon by the Employer and the Union. If agreement can not be reached a "Provisional Arbitrator" will be appointed as specified by the appropriate legislation.
- 32.05** The "Provisional Arbitrator" will be heard in **Pangnirtung** unless in the interest of expediency a different location is mutually agreed upon.
- 32.06** An immediate verbal decision will be given by the "Provisional Arbitrator" following the case presentation. This decision will be without prejudice to the ultimate arbitration under Article 33.
- 32.07** 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.
- 32.08** Should the "Provisional Arbitrator" decide to reinstate an employee, and the Arbitrator in the ultimate arbitration hearing provided for in

Article 33 decide against the employee, the employee shall not be ordered nor required to pay back any amount of money.

ARTICLE 33 -ADJUSTMENT OF DISPUTES

- 33.01 Any difference concerning the interpretation, application, operation or alleged violation of this Agreement, including any disciplinary action taken by the Hamlet against an employee or group of employees resulting in demotion, suspension or a financial penalty and any matter of dismissal from the Hamlet and any question as to whether a difference is arbitral, shall be settled in accordance with the procedures contained herein.
- 33.02 The procedure for the final resolution of the grievances listed in Clause 33.01 above is to Arbitration.
- 33.03 A sexual harassment grievance is not arbitral but may be initiated at any step in the grievance procedure. A grievance filed under Article 4 will be handled with all possible confidentiality and dispatch.
- 33.04 Letters of discipline placed on an employee's file may be grieved. Such discipline is not arbitral.

33.05 Procedure

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

33.06 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 Senior Administrative Officer 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 and the Union with a receipt stating the date on which the grievance was received by him.

33.07 A grievance of an employee or the Union shall not be deemed to be invalid by reason only of the fact it is not in accordance with the form supplied by the Hamlet.

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

- (1) First Level (Senior Administrative Officer)
- (2) Second Level (Hamlet Council)

(3) Final Level (Arbitration)

- 33.09** 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 employee to whom the grievance procedure applies, or otherwise as determined by agreement between the Hamlet and the Union.
- 33.10** The Union shall have the right to consult with the Senior Administrative Officer with respect to a grievance at each or any level of the grievance procedure.
- 33.11** 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.

- 33.12** 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.
- 33.13** An employee may, by written notice to the Manager, withdraw their grievance.
- 33.14** The Union shall have the right to initiate 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.
- 33.15** Time Limits
An employee may present a grievance to the first level of the procedure in the matter prescribed in Clause **33.08** within fourteen (14) calendar days.
- 33.16** The Employer shall reply in writing to a grievance within twenty-one (21) calendar days at level one, within thirty (30) calendar days at level two.
- 33.17** 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 thirty (30) 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 33.16 within thirty (30) calendar days after the day the reply was due.

33.18 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.

33.19 Dismissal

No employee shall be dismissed without being given notice in writing within twenty-four (24) hours of the dismissal together with the reasons therefore. When the Employer dismisses an employee the grievance procedures shall apply except that the grievance may be presented at the Final Level.

33.20 The Labour/Management Committee shall **meet** to review a proposed dismissal and shall attempt to resolve the matter within four (4) days. The provisions of Article 32 will apply should the Labour/Management Committee

fail to find a suitable resolution. The Employer reserves the right to remove an employee from the workplace for a safety or security issue.

33.21 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.

33.22 Health and Safety

One or more employees shall have the right to authorize the Union to initiate and present a grievance on matters relating to health and safety to any level of management specified in the grievance procedure.

33.23 Arbitration

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 arbitral, or where an allegation is made that a term or condition of this Agreement has been violated and is arbitral, either of the parties may, after exhausting the grievance procedure in this Article, notify the other party in writing within (30) days of the receipt of the reply at the second level, of his desire to submit the difference or allegation to arbitration.

- 33.24** The parties agree that arbitration referred to in **33.23** shall be by a single arbitrator and will be mutually agreed upon by the Employer and Union. If agreement can not be reached an arbitrator will be appointed by the appropriate legislation.
- 33.25** 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.
- 33.26** The arbitrator has all of the powers granted to arbitrators under Section 12 of the Arbitration Act in addition to any powers which are contained in this Agreement.
- 33.27** 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.
- 33.28** The award of the arbitrator shall be signed by him and copies thereof shall be transmitted to the parties to the dispute.

- 33.29 The arbitrator shall not have the authority to alter or amend any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or to render any decision contrary to the terms and provisions of this Agreement, or to increase or decrease wages.
- 33.30 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.
- 33.31 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, exclusive of the reason therefore in the prescribed form, where upon the decision may be entered in the same way as a judgement or an order of that court and may be enforceable as such.
- 33.32 Where an employee files an appeal against his dismissal from the Hamlet by way of a grievance the provisions of Clause 33.23 apply.

- 33.33** In addition to the powers granted to arbitrators under Section 12 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 34 - LABOUR/MANAGEMENT
COMMITTEE**

- 34.01** A Labour/Management Committee will be formed to consult on matters of:
- (a) Health and Safety
 - (b) Employee Assistance Program
 - (c) Suspension and Termination
 - (d) Leave Appeals

(e) Joint Consultation on non-grievance matters

and other matters of mutual interest.

- 34.02** The Labour/Management Committee shall be comprised of four members with equal representation of the Union and the Employer, with each party choosing their respective representatives.
- 34.03** The Employer shall post the names of the Labour/Management Committee members in a prominent place.
- 34.04** The Labour/Management Committee will meet at least once each two (2) months at a pre-established time, and at other times at the request of either party. The role of Chairman will alternate between the Employer and the Union.
- 34.05** In matters of safety and health, the Labour/Management Committee will follow the provisions of Article 36.
- 34.06** In matters of the Employee Assistance Program, the Labour/Management Committee shall concern itself with the provisions of Article 35.

**ARTICLE 35 - EMPLOYEE ASSISTANCE
PROGRAM**

- 35.01** 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.
- 35.02** 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 addiction 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.

ARTICLE 36 - SAFETY AND HEALTH

36.01 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.

36.02 **Provision of Legislation and Employer's Policies**

The Employer shall make available a copy of applicable health and safety legislation and regulations and Employer's policies and standards such as:

(a) Handbook of Occupational Health and Safety (Treasury Board of Canada), or

(b) **Part II of the Canada Labour Code and Regulations; or**

(c) Northwest Territory Acts.

36.03 **Right to Refuse Dangerous Work**

An employee shall have the right to refuse to work in dangerous situations.

36.04 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.

36.05 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 **36.04** 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.

36.06 Transportation of Injured Workers

The Employer shall provide, at no expense to the employee, appropriate transportation to the nearest medical facility and from there to his home when such services are immediately required for an employee as a result of injury or serious ailment occurring in the workplace.

36.07 Occupational Health Examinations

Where the Employer requires an employee to undergo an occupational health examination by a qualified practitioner, agreed to by both the Employer and employee, the examination will be conducted at no expense to the employee.

36.08 An employee will be granted leave with pay to attend the examination and the Employer shall assume the cost of any travel expenses.

36.09 All occupational health information, forms and records transmitted or used in connection with these occupational health examinations will be conveyed to the employee involved and maintained in a medical confidential status and retained within the medical community.

36.10 Protective Clothing and Equipment

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

36.11 Protective Rights of Pregnant Workers

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.

36.12 The Right to Know Hazard Identification

The Employer shall identify in writing in both appropriate languages 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.

36.13 First Aid

The Employer shall ensure that as soon as first aid attendants are trained, employees can obtain the assistance of a first aid attendant easily and rapidly in all workplaces.

36.14 The Employer shall ensure that first aid kits are provided and are readily accessible at all times, including third party premises. Said first aid kits shall be kept well stocked at all times.

36.15 First Aid Training

The Employer will encourage employees to take first aid courses and the Labour/Management Committee will help determine who assumes 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

may with the recommendation of the **Labour/Management** Committee be granted a combination of leave with or without pay and benefits for the duration of the courses.

36.16 Smoke-Free Workplace

Should the Employer become "Smoke-free", the Employer shall provide a designated area in each workplace where smoking will be permitted.

36.17 Video Display Terminals

The Employer shall not use in the workplace any video display terminal that is not approved by the Canadian Standards Association.

36.18 Labour/Management Committee

In addition to following all of the safety and health provisions of Articles **36.01** to **36.17** the **Labour/Management** Committee will ensure the following provisions of Clause **36.19** to **36.23** are carried out.

36.19 First Aid Attendants and Locations

A list of all first aid attendants and the locations in which they may be found shall be posted in all establishments as determined by the **Labour/Management** Committee.

36.20 Workplace Environmental Protection

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.

36.21 Toxic Hazardous Substances

Where toxic or suspected and/or confirmed carcinogenic chemicals or **substances** are identified as being present in the workplace, the Committee shall:

- (a) remove and/or substitute chemicals or substances in the work procedure; or
- (b) introduce engineering controls to provide complete isolation between said chemicals and/or substances and the workers (s); and,
- (c) maintain ongoing monitoring of the workplace; and,
- (d) where a dangerous substance can not be removed or replaced, a notice indicating that a danger exists shall be posted.

36.22 Investigations Concerning Health/Work Hazards and Injuries

The Labour/Management Committee shall conduct such investigations as may be necessary to identify, seek remedy and/or to determine the circumstances surrounding work injuries and health hazards arising in the workplace, including third party premises. These duties shall be completed without loss of pay or fear of reprisal. All investigations shall be conducted in the presence of Labour/Management Committee members.

36.23 Reports and Information Arising from Investigations

Reports of all investigations concerning Health/Work hazards and injuries shall be submitted to the Labour/Management Committee as well as to the Union Representative and Employer, who may request further information from the person(s) who conducted the investigation. If the Employer receives a copy of the report of injury it shall be passed onto the employee.

**ARTICLE 37 - UNIFORMS AND PROTECTIVE
CLOTHING**

37.01 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

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

37.02 When the articles mentioned in **37.01** above are presented worn or damaged beyond repair by an employee, they shall be replaced at no cost to the employee.

37.03 Uniform Clothing Issue

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 the duties

and meeting particular program objectives, the Employer will provide uniform clothing free of charge to employees.

37.04 Uniform Clothing **is** defined as items of wearing apparel, maintained at an acceptable standard at the Employer's expense, generally consisting of:

- (a) **outer** clothing worn on **duty** indoors **or** outdoors;
- (b) footwear; and,
- (c) gloves and ties.

37.05 The purchase of Uniform Clothing will be the responsibility of the Hamlet.

37.06 Terms and Conditions of Uniform Clothing Issue

The following terms and conditions of uniform clothing issue apply:

- (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 the Employer.

(c) loss of, or damage through negligence, to uniform clothing issues will result in an assessed charge to the employee.

37.07 In the event a uniform employee terminates or transfers to a non-uniform position, the employee shall be given an option to purchase the selected uniform clothing items at a reasonable price based on the age and condition of the selected items.

37.08 Safety Boots

The Employer will provide each maintenance and outside worker with one hundred dollars (\$100) annually for the purchase of safety boots if required by Workers Compensation Board either in the form of reimbursement upon presentation of receipts or the Employer will provide the boots and deduct the portion in excess of one hundred dollars (\$100) from the employee's pay.

37.09 Coveralls, Parkas and Gloves

The Employer shall provide each maintenance and outside worker with the following:

- (a) summer and winter coveralls;
- (b) winter parka; and
- (c) summer and winter rubber gloves.

**ARTICLE 38 - TRADES AND WORKING
CONDITIONS**

- 38.01 When an employee, including an apprentice, has a worn out or broken tool, which he has used exclusively for Hamlet work, he may present the tool to the manager for verification. The Employer agrees to replace such tool with a tool of similar quality.
- 38.02 Lost tools shall be replaced by the employee except that the Employer shall assist employees in the purchase of such tools by purchasing them in the Hamlet's name and selling them to the employee at the Employer's cost price.
- 38.03 In situations where highly specialized tools not normally associated with a journeyman's tool kit are required, they will be provided by the Employer, who will retain ownership of them.

ARTICLE 39 -APPRENTICES

- 39.01 The following Clauses are agreed upon terms and conditions of employment for employees engaged as Apprentices by the Hamlet of Pangiirtung.
- 39.02 The NWT Apprentices and Tradesmen Act and pursuant Regulations shall apply to all Apprentices employed by the Hamlet of

Pangnirtung. A copy of the current Regulations shall be supplied to the apprentice upon appointment.

- 39.03** The recognized Apprenticeship Training Programs shall be those listed in the "Apprentice Training Schedule" pursuant to the NWT Apprentices and Tradesmen Act.
- 39.04** 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.
- 39.05** 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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- 39.06** The Employer will reimburse the Apprentice for a cash equivalent payment based on an eight (8) minute long distance phone call each weekend to call Pangnirtung while attending trade courses.
- 39.07** 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.
- 39.08** 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, the Apprentice will be considered a new employee for the purposes of employee benefits.

ARTICLE 40 - ALLOWANCES

40.01 settlement Allowance

The Employer agrees to pay each employee a settlement Allowance in the amount of five thousand four hundred and fifteen dollars **(\$5,415.00)** per fiscal year.

40.02 The Settlement Allowance shall be paid to full-time employees in **twenty-six (26)** equal parts as a part of their regular **paycheques**. The Settlement Allowance for part-time employees shall be **pro-rated** and calculated on an hourly basis for each pay period.

40.03 The amount of Settlement Allowance shall be clearly identified on the employee's pay advice notice.

40.04 Employees which are funded by **agencies/departments** outside the Hamlet are excluded from the benefit of the Settlement Allowance. The Employer will make every reasonable effort to negotiate funding for an equivalent Settlement Allowance benefit when renewing contracts with the contract funding agency. The Employer reserves the right to provide this benefit to long-term contract employees.

- 40.05 All employees during their first probationary period described in Article 2.01(z) shall neither earn nor accrue the Settlement Allowance. Upon successful completion of probation as described in Article 2.01(z), the employee shall be eligible for Settlement Allowance payment as described in 40.01.
- 40.06 Employees living in private housing, which they own, shall receive one housing allowance per household of two hundred and fifty (\$250) dollars per month for the months of November to February, inclusive.

ARTICLE 41 - SEVERANCE PAY

- 41.01 For the purposes of this Article, accrual of continuous service began April 1, 1991 for all employees hired prior to April 1, 1991.
- 41.02 An employee who is dismissed for cause or who has been declared to have abandoned their position shall not be entitled to Severance Pay.
- 41.03 Lay-Off
An employee who has one (1) year or more of continuous employment and who is laid off is entitled to be paid Severance Pay at the time of lay-off,

41.04 Subject to clause **41.01**, severance Pay shall be ~~two~~ weeks pay for the first complete year of continuous employment, ~~two~~ (2) weeks for the second complete year of continuous employment and one (1) week for each succeeding year of continuous employment.

41.05 The total amount of Severance Pay shall not exceed six (6) weeks pay.

41.06 Resignation

Subject to clause **41.01**, an employee who resigns after four (4) years of continuous employment is entitled to be paid Severance Pay on resignation in accordance with the following formula:

$$\text{Number of years of service} \times \frac{\text{weekly rate of pay on resignation}}{2}$$

less any period of continuous employment in respect of which Severance Pay was previously granted. The entitlement is a maximum of four (4) weeks pay.

41.07 Termination for Health Reasons

Subject to clause **41.01**, when an employee's employment is terminated as a result of a medical recommendation made to the Employer that the employee is incapable of

performing their duties because of chronic poor health, then the employee shall be paid Severance Pay in accordance with the following formula:

$$\text{Number of years of service} \times \frac{\text{weekly rate of pay on termination}}{2}$$

less any period of continuous employment in respect of which severance pay was previously granted, to a maximum of twelve (12) weeks pay.

41.08 When employment terminates, the Employer shall have the right to waive the employee's entitlement to Severance Pay and, in lieu thereof, grant an equivalent period of leave with pay.

41.09 Retirement

Subject to clause **41.10**, when an employee retires from the employ of the Hamlet, then the employee shall be paid Severance Pay in accordance with the following formula;

$$\text{Number of years of service} \times \frac{\text{weekly rate of pay on termination}}{2}$$

less any period of continuous employment in respect of which severance pay was previously granted, to a maximum of twelve (12) weeks pay.

41.10 When an employee retires, the Employer shall have the right to waive the employee's entitlement to Severance Pay and, in lieu thereof, grant an equivalent period of leave with pay.

41.11 Death

Subject to clause **41.10**, if an employee dies, there shall be paid to their estate an amount in accordance with the following formula;

$$\text{Number of years of service} \times \frac{\text{weekly rate of pay prior to death}}{2}$$

to a maximum to twelve (12) weeks pay regardless of any other benefit payable.

ARTICLE 42 -JOB SECURITY

42.01 Lay-Off

The Hamlet agrees that there shall be no lay-off of any employee during the life of this Collective Agreement except for lay-off resulting from lack of work, lack of funding or in the special case of a temporary lay-off because of a mechanical breakdown.

42.02 Notice

The Employer shall notify employees who are to be laid off three (3) months prior to the effective date of lay-off, or award pay in lieu thereof. In the case of a temporary lay-off, the provisions of Reporting Pay contained in Article 27.02 must be followed.

The Employer will make every reasonable effort to find continued work for an employee subject to temporary lay-off including work normally performed by casuals.

No employee shall be subject to consecutive period of temporary lay-off nor shall a subsequent temporary lay-off be implemented if the employee has not resumed work for a period at least equivalent to the previous temporary lay-off.

42.03 Recall

Recall from lay-offs will be made on the basis of qualifications, suitability and requirements.

42.04 Contracting Out

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

Where it is anticipated that a contract with the Hamlet will not be renewed, notice of lay-off shall be given in accordance with Article **42.02**. The Hamlet shall make every reasonable effort to find continued employment for any employee so affected.

42.05 Technological Change

Both parties recognize the overall advantages of technological change. Both parties will therefore encourage and promote technological change and improvements.

42.06 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.

42.07 The Employer agrees to consult with the Labour/Management Committee with a view to resolving problems which may arise as a result of the introduction of such technological change.

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

42.09 Cooling Off Period - Two (2) Working Days

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. The Employer may discipline the employee for any incidents leading up to the wilful termination.

42.10 Should the Employer refuse to allow the employee to return to work, the termination shall be considered as a discharge, effective the date that the employee sought to return to work, and may be grieved as a discharge.

42.11 This entitlement will apply only once per fiscal year.

ARTICLE 43 - FUTURE LEGISLATION

43.01 In the event that any law passed by Parliament or the Northwest Territories Legislative Assembly renders null and void or alters any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement. When this occurs the Collective Agreement shall be re-opened upon the request of either party and negotiations shall commence with a view to finding an appropriate substitute for the annulled or altered provision.

ARTICLE 44 - MUNICIPAL EMPLOYEES BENEFITS

A.1

- 44.01** The Employer shall provide the basic Municipal Employees Benefits Act (MEBA) Insurance Plan which includes:
- (a) Life Insurance
 - (b) Accidental Death and Dismemberment Insurance
 - (c) Dependent Life Insurance
 - (d) Long term Disability Insurance
- 44.02** The cost of the above plan shall be shared by Employer and employees in accordance with the standard MEBA rules, or equally in the absence of such rules.
- 44.03** The Employer agrees to convert the existing MEBA Pension Plan to the MEBA Group RRSP on or before January 1, 1995.
- 44.04** The Employer and employees shall each contribute 3.5% of regular earnings to the MEBA Group RRSP in accordance with the standard MEBA rules.

**ARTICLE 45 - RE-OPENER OF AGREEMENT AND
MUTUAL DISCUSSIONS**

45.01 Re-Opener of Agreement

This Agreement may be amended by mutual consent.

45.02 Mutual Discussions

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 46 - DURATION AND RENEWAL

46.01 The term of the Agreement shall be from April 1, 1998 to March 31, 2001.

46.02 Notwithstanding the preceding, the provisions of this Agreement, including the provisions for the adjustments of disputes in Article 33, shall remain in effect during the negotiations for its renewal and until a new Agreement becomes effective.

46.03 Within three (3) months preceding the termination of this Agreement, either party may, by written notice, require the other party to commence bargaining collectively with a view to the conclusion, renewal or revision of

the Collective Agreement in accordance with Section 49 of the Canada Labour Code, Part I.

46.04 Where notice to commence collective bargaining has been given under Clause 46.03, 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 Code Part I or upon mutual agreement of the parties an arbitral award has been handed down.

APPENDIX "A" - RATES OF PAY

Effective April 1, 1998 to March 31, 1999

Administration	New Employees	12 months	24 moths
Employment Officer	\$13.00	14.00	15.00
Finance Officer	13.00	15.50	18.00
By-Law Officer Sr	12.50	13.50	14.50
By-Law Officer Jr	11.00	11.75	12.50
Alcohol and Drug Counselor	12.43	13.67	15.00
Librarian	14.85	15.17	15.48
Secretary/Receptionist	12.00	13.00	14.00
Water/Sewer Receptionist	10.00	10.75	11.50
Post Office Mistress	13.00	14.00	15.00
Community Center Janitor	11.00	13.00	15.00
Planning/Lands Officer	12.00	15.00	18.00

Administration	New Employees	12 months	24 moths
Translation Clerk	11.50	12.75	14.00
Income Support Officer	15.00	16.00	17.00

Recreation	New Employees	12 months	24 months
Recreation Co-ordinator	\$16.00	18.33	20.63
Arena Maintainer	14.00	14.50	15.00
Center Supervisor	12.50	12.50	12.50
Arena Helper	11.50	12.00	12.50

Airport	New Employees	12 months	24 months
Observer/ Communicator	\$19.35	21.44	23.53

Airport	New Employees	12 months	24 months
Observer/ Communicator Back Up	17.31	18.45	19.58
Airport Maintainer	18.22	19.79	21.35
Airport Maintainer Back-Up	17.17	17.97	18.77
Janitor	11.00	11.39	11.77

Garage	New Employees	12 months	24 months
Garage Foreman	\$19.00	20.00	21.00
Heavy Duty Mechanic	19.00	21.30	22.60
Mechanic	18.00	19.47	20.93

Municipal Services	New Employees	12 months	24 months
Water Truck Worker	\$15.50	17.02	18.54

Municipal Services	New Employees	12 months	24 months
Sewage Truck Worker	15.50	17.02	18.54
Heavy Equipment Operator	15.50	18.43	21.35
Building Maintainer	13.00	15.00	18.00
A/Building Maintainer	12.00	14.00	16.00
Garbage Truck Driver	13.00	14.25	16.50
Garbage Truck Helper	12.50	13.00	13.50

NOTE: Wage increases shall be on the basis of merit. Subject to successful completion of an annual performance appraisal employees shall move to the next step.

Effective April 1, 1999

Administration	New Employees	12 months	24 months
Employment Officer	\$13.39	14.42	15.45
Finance Officer	13.39	15.97	18.54
By-Law Officer Sr	12.88	13.91	14.94
By-Law Officer Jr	11.33	12.10	12.88
Alcohol and Drug Counselor	12.80	14.08	15.45
Librarian	15.30	15.63	15.94
Secretary/Receptionist	12.36	13.39	14.42
Water/Sewer Receptionist	10.30	11.07	11.85
Post Office Mistress	13.39	14.42	15.45
Community Center Janitor	11.33	13.39	15.45
Planning/Lands Officer	12.36	15.45	18.54
Translation Clerk	11.85	13.13	14.42
Income Support Officer	15.45	16.48	17.51

Recreation	New Employees	12 months	24 months
Recreation Co-ordinator	\$16.48	18.88	21.25
Arena Maintainer	14.42	14.94	15.45
Center Supervisor	12.88	12.88	12.88
Arena Helper	11.85	12.36	12.88
Airport	New Employees	12 months	24 months
Observer/ Communicator	\$19.93	22.08	24.24
Observer/ Communicator Back Up	17.83	19.00	20.17
Airport Maintainer	18.77	20.38	21.99
Airport Maintainer Back-Up	17.69	18.51	19.33
Janitor	11.33	11.73	12.12

Garage	New Employees	12 months	24 months
Garage Foreman	\$19.57	20.60	21.63
Heavy Duty Mechanic	19.57	21.94	23.28
Mechanic	18.54	20.05	21.56
Municipal Services	New Employees	12 months	24 months
Water Truck Worker	\$15.97	17.53	19.10
Sewage Truck Worker	15.97	17.53	19.10
Heavy Equipment Operator	15.97	18.98	21.99
Building Maintainer	13.39	15.45	18.54
A/Building Maintainer	12.36	14.42	16.48
Garbage Truck Driver	13.39	14.68	17.00
Garbage Truck Helper	12.88	13.39	13.91

NOTE: Wage increases shall be on the basis of merit. Subject to successful completion of an annual performance appraisal employees **shall** move to the next step.

Effective April 1, 2000.

Administration	New Employees	12 months	24 months
Employment Officer	\$13.79	14.85	15.91
Finance Officer	13.79	16.45	19.10
By-Law Officer Sr	13.27	14.33	15.39
By-Law Officer Jr	11.67	12.46	13.27
Alcohol and Drug Counselor	13.18	14.50	15.91
Librarian	15.76	16.10	16.42
Secretary/Receptionist	12.73	13.79	14.85
Water/Sewer Receptionist	10.61	11.40	12.21
Post Office Mistress	13.79	14.85	15.91
Community Center Janitor	11.67	13.79	15.91
Planning/Lands Officer	12.73	15.91	19.10
Translation Clerk	12.21	13.52	14.85
Income Support Officer	15.91	16.97	18.04

Recreation	New Employees	12 months	24 months
Recreation Co-ordinator	\$16.97	19.45	21.89
Arena Maintainer	14.85	15.39	15.91
Center Supervisor	13.27	13.27	13.27
Arena Helper	12.21	12.73	13.27
Airport	New Employees	12 months	24 months
Observer/ Communicator	\$20.53	22.74	24.97
Observer/ Communicator Back Up	18.36	19.57	20.78
Airport Maintainer	19.33	20.99	22.65
Airport Maintainer Back-UP	18.22	19.07	19.91
Janitor	11.67	12.08	12.48

Garage	New Employees	12 months	24 months
Garage Foreman	\$20.16	21.22	22.28
Heavy Duty Mechanic	20.16	22.60	23.98
Mechanic	19.10	20.65	22.21
Municipal Services	New Employees	12 months	24 months
Water Truck Worker	\$16.45	18.06	19.67
Sewage Truck Worker	16.45	18.06	19.67
Heavy Equipment Operator	16.45	19.55	22.65
Building Maintainer	13.79	15.91	19.10
A/Building Maintainer	12.73	14.85	16.97
Garbage Truck Driver	13.79	15.12	17.51
Garbage Truck Helper	13.27	13.79	14.33

NOTE. Wage increases shall be on the basis of merit. Subject to successful completion of an annual performance appraisal employees shall move to the next step.

Signed this the sixth day of May, 1998.

Signed on behalf of the
Hamlet of Pangnirtung

original signed by:

Aisa Papatsie
Deputy Mayor

original signed by:

Andrew Dialla
Councillor

original signed by:

Rita Mike
Senior Administrative Officer

original signed by:

Ookalik Curley
Acting Senior Administrative Officer

original signed by:

Tina Tingson
Finance Comptroller

original signed by:

Tim Dialla
Hamlet Foreman

original signed by:

Mike Stilwell
Negotiator

Signed on behalf of
Public Service Alliance of Canada

original signed by:

Jean-Françoise Des Lauriers
Regional Executive Vice-president for the North
Public Service Alliance of Canada

original signed by:

Billy Etooangart
Committee Member

original signed by:

Adamie Komoartok
Committee Member

original signed by:

Naimee Akpalialuk
Advisory Committee Member

original signed by:

Alan Kilabuk
Advisory Committee Member

original signed by:

Svante Dunkers
UNW Service Officer

Signed this the 6th day of May, 1998.

Signed on behalf of the
Hamlet of Pangnirtung

AISA PAPA TS, I.

Aisa Papatsie
Deputy Mayor

Andrew Dialla

Andrew Dialla
Councillor

Rita Mike

Rita Mike
Senior Administrative Officer

Ookalik Curley

Ookalik Curley
Acting Senior Administrative Officer

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Finance Comptroller

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Hamlet Foreman

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Adamie Kemoartok

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Committee Member

Naimee Akpaliak

Naimee Akpaliak
Advisory Committee Member

Alan Kilabuk

Alan Kilabuk
Advisory Committee Member

Svante Dunkers

Svante Dunkers
UNW Service Officer

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