

LEGISLATIVE ASSEMBLY OF THE
NORTHWEST TERRITORIES
8TH ASSEMBLY, 65TH SESSION

TABLED DOCUMENT NO. 17-65

TABLED ON May 17, 1978

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ARTICLE 38

MISCELLANEOUS TERMS AND CONDITIONS OF EMPLOYMENT

38.01 The following terms and conditions of employment will not be changed without prior consultation with the Association.

- (a) Settlement Allowance
- (b) Removal Expenses
- (c) Rental Rates and Rental Conditions
- (d) Ration Policy
- (e) Duty Travel Expenses
- (f) Provision of Work Clothing and Uniforms
- (g) Health Insurance Benefits

38.02 The Employer will give all reasonable consideration to continued employment in the Public Service of employees who would otherwise become redundant because work is contracted out.

4/17/74
C. J. ...

ARTICLE 40

JOINT CONSULTATION

40.01 The Employer and the Association acknowledge the mutual benefits to be derived from joint consultation and are prepared to enter into consultation on matters of common interest.

40.02 The following are identified as matters referred to joint consultation. Matters of common interest not listed hereunder may also be appropriate subjects of joint consultation.

(a) Apprenticeship in a Trade

(b) Safety and Health

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ARTICLE 42

DURATION AND RENEWAL

- 42.01 The duration of this Agreement shall be from the 1st day of April, 1974 until the 31st day of March, 1976.
- 42.02 Notwithstanding the preceding, the provisions of this Agreement, including the provisions for the adjustments of disputes in Article 37, shall remain in effect during the negotiations for its renewal and until a new Agreement becomes effective.
- 42.03 Within three (3) months preceding the termination of this Agreement, either party may, by written notice, require the other party to commence bargaining collectively with a view to the conclusion, renewal or revision of the Collective Agreement in accordance with subsection (1) of Section 38B of the Public Service Ordinance.
- 42.04 Where notice to commence collective bargaining has been given under Clause 42.03 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, or an arbitral award has been handed down in accordance with subsection 3 of Section 38A of the Public Service Ordinance.

Signed at Yellowknife, N.W.T., this 8th day of July, 1974.

The Government of the Northwest Territories

The Northwest Territories Public Service Association

J. L. Hodges

W. A. Carter

B. F. [Signature]

[Signature]

[Signature]

[Signature]

[Signature]

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LETTER OF UNDERSTANDING

BETWEEN

THE GOVERNMENT OF THE NORTHWEST TERRITORIES

AND

THE NORTHWEST TERRITORIES PUBLIC SERVICE ASSOCIATION

The parties agree:

(1) Head of Household

That for the purposes of establishing eligibility for accommodation or Private Accommodation Allowance the definition of "Head of Household" be expanded to include a "Major Wage Earner" clause. This clause will permit a female employee to become eligible for either accommodation or the Private Accommodation Allowance providing she is able to show that she was the major wage earner in the family unit. The regulations governing this entitlement will not be altered except by mutual consent during the life of this agreement.

(2) Removal Expenses

That the regulations presently in existence will not be altered during the life of this agreement except by mutual consent and that the amounts of assistance will not be decreased during the life of this agreement.

(3) Rental Rates, Rental Conditions and Private Accommodation

That the present rental rates will not be increased and that the present private accommodation allowances will not be decreased during the life of this agreement and that the rental conditions will not be altered during the life of this agreement except by mutual consent.

(4) Rations Policy

That the revised ration policy as agreed to during Prior Consultation March 1, 1974 will not be altered during the life of this agreement except by mutual consent.

(5) Duty Travel Expenses

That the revised regulations presented at Prior Consultation March 1, 1974 will not be altered during the life of this agreement without mutual consent and that the rates in these revised regulations will not be decreased during the life of this agreement.

(6) Health Insurance Benefits

That the Employer will protect the member of the bargaining unit from any increase in the premiums for the Territorial Hospital Insurance Scheme and Medicare during the life of this agreement.

(7) 1975/76 Salary review

Upon the request of either party the 1975-76 Salary Schedules shall be reviewed commencing April, 1975. Any further negotiations that take place as a result of such a review will only involve the Salary Schedules. No other parts of the Agreement will be re-opened.

Signed at Yellowknife, this

The Government of the Northwest Territories

The Northwest Territories Public Service Association

[Signature]
[Signature]

[Signature]
[Signature]

[Signature]

[Signature]
[Signature]

[Signature]

- 37.26 Where an employee files an appeal against his dismissal from the Public Service by way of a grievance to the Commissioner under section 32 of the Public Service Ordinance the provisions of Clause 37.20 apply.
- 37.27 In addition to the powers granted to arbitrators under section 13 of the Arbitration Ordinance the Arbitrator may determine that the employee has been dismissed for other than proper cause and the board may:
- 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 board is fair and reasonable; or
 - make such order as it considers fair and reasonable having regard to the terms of this Agreement.

ARTICLE 38

**CONTRACTING OUT

- 38.01 The Employer will give all reasonable consideration to continued employment in the Public Service of employees who would otherwise become redundant because work is contracted out.

ARTICLE 39

SUPERANNUATION

- 39.01 The Public Service Superannuation Act of Canada is a term or condition of employment for all members of the bargaining unit.

ARTICLE 40

JOINT CONSULTATION

- 40.01 The Employer and the Association acknowledge the mutual benefits to be derived from joint consultation and are prepared to enter into consultation on matters of common interest.
- 40.02**The following terms and conditions of employment will not be changed without prior consultation with the Association:
- Settlement Allowance
 - Removal Expenses
 - Rental Rates and Rental Conditions
 - Ration Policy
 - Duty Travel Expenses

- Provision of Work Clothing and Uniforms
- Safety and Health
- Education Leave

- 40.03**When any of the subjects in clause 40.02 are modified by the Employer the changes will be communicated, to all employees that are affected, within thirty (30) days from the date that consultation took place with the Association.

ARTICLE 41

RE-OPENER OF AGREEMENT

- 41.01 this Agreement may be amended by mutual consent.

ARTICLE 42

DURATION AND RENEWAL

- 42.01** (a) The provisions of this Agreement shall be effective as follows:

- salaries - April 1, 1976
- April 1, 1977

The salary schedule for the year 1977 will be adjusted automatically in the amount, if any, by which the percentage increase in the Consumer Price Index exceeds eight percent for the twelve month period ending March 31, 1977.

- all other provisions from the date it is signed

- (b) This Collective Agreement shall expire on March 31, 1978.

- 42.02 Notwithstanding the preceding, the provisions of this Agreement, including the provisions for the adjustments of disputes in Article 37, shall remain in effect during the negotiations for its renewal and until a new Agreement becomes effective.

- 42.03 Within three months preceding the termination of this Agreement, either party may, by written notice, require the other party to commence bargaining collectively with a view to the conclusion, renewal or revision of the Collective Agreement in accordance with subsection (1) of Section 43 of the Public Service Ordinance.

42.04 Where notice to commence collective bargaining has been given under Clause 42.03 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, or an arbitral award has been handed down in accordance with subsection 3 of Section 42A of the Public Service Ordinance.

Signed at Yellowknife, this 5th day of August, 1976.

The Government of the Northwest Territories

The Northwest Territories Public Service Association

Arthur Ingham

Robin H. Bates

Ray Seymour

Brian Conichuk

[Signature]

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[Signature]

Sissy Seresposky

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NEGOTIATIONS DEADLOCKED

Negotiations between the Public Service Association and the Territorial Government have reached an impasse over the application of rental and utility rate increases proposed by the Government, not only as an Employer, but as a major landlord in the Territories.

While the Public Service Association has not completely rejected the need to increase rental and utility rates because of the continuing rise in the cost of the provision of these accommodations, it has sought to lessen the impact on some 800 of its members.

Our concern is expressed in terms of the reduction in an employee's expendable income as a result of these proposed increases and the rises in the Consumer Prices, particularly in the north. This is compounded by the restrictions placed on compensation increases as a result of the Anti-Inflation Guidelines. These guidelines still apply to our members until the end of the year.

The unfortunate part of this impasse in the Association's mind is that the Government as an Employer has assumed a posture of take it or leave it, and as a result of our not bowing to this kind of pressure, the Government has refused to continue negotiations on many other outstanding issues.

The Public Service Association does not believe negotiations should be conducted in this fashion or through the press, but is forced to state part of its displeasure with the high-handed, often unilateral actions of this Employer.

The Employer's, and the Government's, reaction to the stand taken by this Association was to introduce legislation to this session of the Territorial Council to remove these matters from the Employer/employee relationship. This proposed legislation was presented to Council as a notice of motion within hours of our breaking off, which suggests to the Association that the Government started looking for methods to restrict the bargaining process after we sought relief through the court on March 16th to prevent the Employer from taking unilateral actions until such time as the question of their negotiability was settled.

This leads the Association to ask itself if this means that every time the two parties reach an impasse over a major issue, the Government reaction will be to legislate the issue so it will no longer be dealt with by the parties. While we do not believe this would happen in all cases, we are forced to ask the question.

For further information, contact
N.W.T. Public Service Association
873-5668/5670

COLLECTIVE AGREEMENTS

42. (1) In sections 42 to 46
- Definitions
- (a) "collective agreement" means an agreement in writing entered into pursuant to this section between the Commissioner and an employees' association respecting terms and conditions of employment and related matters and shall be deemed to include any award made by an arbitrator; "collective agreement"
- (b) "employees' association" means an association of public service employees incorporated by an Ordinance empowering it to bargain collectively. "employees' association"
- (2) The Commissioner may enter into a collective agreement with an employees' association. Collective agreement
- (3) Where the parties to collective bargaining have bargained collectively in good faith with a view to concluding a collective agreement but have been unable to reach agreement on any term or condition of employment, the parties shall agree to submit their differences to arbitration pursuant to the *Arbitration Ordinance*. Arbitration
- (4) An arbitration award shall deal only with terms and conditions of employment of employees as set out in the submission to arbitration. Award
- (5) In the event that the parties submit a dispute to arbitration, each party shall pay its own costs notwithstanding section 32 and 33 of the *Arbitration Ordinance*, but the costs incurred by persons in the discharge of their duties under the *Arbitration Ordinance* shall be shared equally by the parties. Costs of arbitration
- (6) A collective agreement between the Commissioner and an employees' association shall be binding on the Commissioner, the employees' association and the members of such association. 1969(2nd),c.25,s.1. Collective agreement binding
43. (1) An employees' association on behalf of its members or the Commissioner may, by written notice, require the other party to commence bargaining collectively with a view to the conclusion, renewal or revision of a collective agreement. Notice to commence bargaining
- (2) Where notice to bargain collectively has been given, the employees' association and the officers designated to represent the Commissioner shall, without delay but in any case within sixty days after the notice has been given or within such further time as the parties may agree, meet and commence to bargain collectively in good faith. 1969(2nd),c.25,s.1. Time to commence bargaining
44. Where a collective agreement fails to provide for the determination of disputes arising out of the collective agreement during the Arbitration

term of the agreement without stoppage of work, such disputes shall be determined by means of arbitration pursuant to the *Arbitration Ordinance, 1969(2nd),c.25,s.1.*

Limitation

45. No collective agreement shall provide, directly or indirectly, for the alteration or elimination of any existing term or condition of employment, the alteration or elimination of which or the establishment of which, as the case may be, would require or have the effect of requiring the enactment or amendment of any legislation by the Council except for the purposes of appropriations. 1969(2nd),c.25,s.1.

46. (1) No money deducted from an employee's salary for payment to an employees' association or paid to an employees' association by an employee of the public service shall be used directly or indirectly on behalf of any political party or on behalf of any candidate for political office.

(2) The Commissioner shall not make such deduction from the salaries of employees unless the employees' association delivers to the Commissioner a statutory declaration made by an officer duly authorized in that behalf that the employees' association is complying and will continue to comply with subsection (1). 1969(2nd),c.25,s.1.

SAVING PROVISION

Saving provision
regarding health
and safety

47. Nothing in section 42 or 44 shall be construed to require the Commissioner to do or refrain from doing anything contrary to any instruction, direction, regulation or directive in the interest of the health, safety or security of the people. 1969(2nd),c.25,s.1.

TRANSITIONAL

Employees
continued

48. Every person who holds a position in the public service at the time this Ordinance comes into force continues to hold that position after that time, subject to the provisions of this Ordinance. 1965(2nd),c.9,s.39.

SCHEDULE A

OATH OF OFFICE AND SECRECY

I, (A.B.) solemnly and sincerely swear that I will faithfully and honestly fulfil the duties that devolve upon me by reason of my employment in the public service of the Northwest Territories and