

***COLLECTIVE AGREEMENT***  
***BETWEEN***  
***THE UNION OF NORTHERN WORKERS***  
***AND***  
***THE MINISTER OF HUMAN RESOURCES***

**EXPIRES**  
**MARCH 31, 2012**



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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, promote well-being and increase the productivity of the employees to the end that the Territories will be well and efficiently served. Accordingly the parties are determined to establish, within the framework provided by law, an effective working relationship at all levels in which members of the Bargaining Unit are employed.

## ARTICLE 2

### INTERPRETATION AND DEFINITIONS

- 2.01 For the purpose of this Agreement:
- (a) "Alliance" means the Public Service Alliance of Canada.
  - (b) "Allowance" means compensation payable to an employee in addition to his/her base salary.
  - (c) "Bargaining unit" means those employees as set out in Section 41(1.4) (a) of the *Public Service Act*.
  - (d) "Base Salary" means the hourly salary as determined by range and step placement in Appendix B1.
  - (e) (i) "Continuous Employment" and "Continuous Service" means:
    - (1) uninterrupted employment with the Government of the Northwest Territories;

- (2) prior service in the Public Service of the Government of Canada providing an employee was recruited or transferred from the Public Service within three (3) months of terminating his/her previous employment with such government; except where a function of the Federal Government is transferred to the Northwest Territories Government; and
  - (3) prior service with the municipalities and hamlets of the Northwest Territories providing he/she was recruited or transferred within three (3) months of terminating his/her previous employment.
- (ii) With reference to re-appointment of a lay-off, his/her employment in the position held by him/her at the time he/she was laid off, and his/her employment in the position to which he/she is appointed shall constitute continuous employment provided the lay-off occurred subsequent to 1st April 1970.
  - (iii) Where an employee other than a casual employee ceases to be employed for a reason other than dismissal, abandonment of position or rejection on probation, and is re-employed within a period of three months, his/her periods of employment for purposes of sick leave, severance pay, and vacation leave entitlement shall be considered as continuous service in the Public Service.
- (f) "Day of Rest" in relation to an employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of his/her position other than by reason of his/her being on leave of absence.
  - (g) "Demotion" means the appointment by the Employer of an employee for reasons of misconduct, incompetence or incapacity, to a new position for which the maximum pay is less than that of his/her former position.
  - (h) "Department" means a division of the Public Service designated as a department by the Premier, upon the recommendation of the Executive Council.
  - (i) "Dependant" means:
    - (a) The spouse of an employee who is residing with the employee.

- (b) Any child (including step-child or foster child) of the employee who:
  - (i) is attending school or is a student at some other institution, and is under 21 years, or
  - (ii) is under 21 years and dependent upon the employee for support, or
  - (iii) is 21 years or older and dependent upon the employee because of mental or physical infirmity.
  
- (c) Any other person who is permanently residing with the employee and:
  - (i) is under 21 years of age and is dependent upon him/her for support, or
  - (ii) is 21 years of age or more and dependent upon him/her by reason of mental or physical infirmity.
  
- (j) "Deputy Head" means the Deputy Minister of a department, **Superintendent of a divisional education council**, the Chief Executive Officer or President of a board, **authority** or agency, or a person duly appointed as a Deputy Head.
  
- (k) "Dismissal" means either a rejection on probation pursuant to Section 21 of the *Public Service Act* or a dismissal pursuant to Section 33 of the Act.
  
- (l) "Effects" include the furniture, household goods and equipment and personal effects of an employee and his/her dependants at the time of his/her move but does not include automobiles, boats, motorcycles, snow-mobiles, trailers, animals, or foodstuffs. However, where a continuing employee is moved from one community to another within the Northwest Territories he/she may include in his/her effects all-terrain vehicles, snowmobiles and foodstuffs.
  
- (m) "Employee" means a member of the Bargaining Unit and includes:
  - (i) a "casual employee" who is a person employed by the Employer for work of a temporary nature pursuant to the provisions of Appendix A5;
  - (ii) an "indeterminate employee" who is a person employed for an indeterminate period;
  - (iii) a "part-time employee" who is an employee who has been appointed to a position for which the hours of work on a continuing basis are less than the standard work day, week or month;

- (iv) a "professional employee" who is an employee appointed to a position in an area of work where there is a requirement for a highly developed or specialized body of knowledge acquired through University education or a member of a group governed or regulated by a professional body; and
  - (v) a "relief employee" is an employee appointed to a position for which there are no established hours on a daily, weekly or monthly basis and may be required to report to work on an as-and-when required basis for operations where services operate on a daily basis throughout the entire year.
  - (vi) a "seasonal employee" who is an employee appointed to a position which is not continuous throughout the year but recurs in successive years;
  - (vii) a "term employee" who is a person other than a casual or indeterminate employee who is employed for a fixed period in excess of four (4) months and includes employees hired as a leave replacement, employees hired in relation to programs of a fixed duration or without ongoing funding, or employees hired in relation to or in support of training.
- (n) "Employer" means the Government of the Northwest Territories as represented by the Minister responsible for the *Public Service Act* or his/her designate.
  - (o) "Fiscal Year" means the period of time from April 1 in one year to March 31 in the following year.
  - (p) "Grievance" means a complaint in writing that an employee, group of employees, or the Union submits to management, to be processed through the grievance procedure.
  - (q) "Headquarters" when modified by the word "employees" means the settlement in which the employee's position is located. In other contexts it may refer to the Regional Headquarters or the Governmental Headquarters in Yellowknife.
  - (r) "Holiday" means the twenty-four (24) hour period commencing at 12:01 A.M. of a day designated as a paid holiday in this Agreement.



- (s) "Lay-Off" means an employee whose employment has been terminated because of lack of work or because of the discontinuance of a function and who is suitable for continued employment in the Public Service. Lay-Off does not mean an employee whose employment has been terminated because of a transfer of the work or function to another employer where the employee is offered employment with the new employer.
- (t) "Leave of Absence" means absence from duty with the Employer's approval.
- (u) "Manager" means an employee responsible for planning, organizing, coordinating, directing and controlling the use of human resources, material and money.
- (v) "May" shall be regarded as permissive and "shall" and "will" as imperative.
- (w) "Overtime" means work performed by an employee in excess of or outside of his/her regularly scheduled hours of work.
- (x) "Point of Departure" means:
  - (i) Montreal - for all communities in the Baffin Region.  
Winnipeg - for all communities in the Keewatin Region.  
Edmonton - for all communities in the Kitikmeot, Inuvik and Fort Smith Regions and Yellowknife Headquarters.
  - (ii) The point of departure for each community in the above regions shall remain in effect for the term of this Collective Agreement notwithstanding any regional reorganization.
- (y) "Probation" means a period of six (6) months from the day upon which an employee is first appointed to, **transferred** or promoted within the Public Service of the Northwest Territories except that for an employee first appointed to a position at Pay Level 13 or higher, it shall be a period of one (1) year. An employee who is appointed to a position which has the same duties, as his/her previous position shall not serve an additional probationary period. If an employee does not successfully complete his/her probationary period on transfer or promotion the Employer will make every reasonable effort to appoint him/her to a position comparable to the one from which he/she was transferred or promoted.
- (z) "Promotion" means the appointment of an employee to a new position where the position to which the employee is appointed is at a higher pay range than the position the employee formerly occupied.

- (aa) "Public Service" means the Public Service of the Northwest Territories, as defined in the *Public Service Act*.
- (bb) "Rates of Pay"
  - (i) "weekly rate of pay" means **for the purposes of Articles 21.04(c), 21.05, 32.02, 32.05, 32.06 and 32.08**, an employee's **hourly rate of pay multiplied by 37.5 or 40 hours. In the case of part time, relief and casual employees, the weekly rate of pay will be based on the average weekly hours calculated over the previous six (6) months of employment.**
  - (ii) "daily rate of pay" means **for the purposes of Articles 22.17 and A9.02 (b)**, an employee's **hourly rate of pay multiplied by 7.5 or 8 hours, pro-rated for part time and casual employees. In the case of relief employees, daily rate of pay means an employee's hourly rate of pay multiplied by the standard daily hours of work for similar fulltime positions.**
  - (iii) "hourly rate of pay" means an employee's **hourly** rate of pay **specified in Appendix B1.**
  - (iv) "annual rate of pay" means an employee's hourly rate of pay multiplied by the employee's standard yearly hours of work.
- (cc) "Reasonable Job Offer" means an offer of indeterminate employment within the Public Service, normally at a pay level equal to or greater than the employee's current level. Where practicable, a reasonable job offer shall be within the employee's headquarters.
- (dd) "Spouse" means a person, regardless of gender, who:
  - a) is married to an employee, or
  - b) has lived together in a conjugal relationship outside of marriage with an employee and the employee represents that person as his or her spouse.
- (ee) "Transfer" means the appointment of an employee to a new position, that is evaluated within the same pay range as the employee's former position.
- (ff) "Union" means Union of Northern Workers.

- (gg) "Union Membership Fees" means the fees established pursuant to the By-Laws of the Union as the fees payable by the members of the Bargaining Unit, and shall not include any initiation fee, insurance premium, or special levy.
- (hh) "Union Representative" means an employee who has been elected or appointed as an area steward or who represents the Union at meetings with management and who is authorized to represent the Union.
- (ii) "Voluntary Reassignment" is when an employee accepts a different position where the maximum rate of pay is less than his/her present rate of pay.
- (jj) "Voluntary Separation" means:
  - (i) an employee whose employment has been terminated and whose position is filled by another employee who was about to be or has been given a lay-off notice or who has been laid-off and is on the priority list as a result of a lay-off.
  - (ii) an employee whose position has been transferred to a new community and the employee chooses not to transfer with the position.
- (kk) "Week" for the purposes of this Agreement shall be deemed to commence at 12:01 A.M. on Monday and terminate at midnight on Sunday.

2.02 Except as otherwise provided in this Agreement, expressions used in this Agreement:

- (a) if defined in the *Public Service Act* or in the Regulations made thereunder, or in the *Union of Northern Workers' Act*, have the same meaning as given to them in those Acts; and
- (b) if defined in the *Interpretation Act*, but not defined in the Acts mentioned in paragraph (a) above, 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 feminine gender unless any provision of this Agreement otherwise specifies.

## ARTICLE 3

RECOGNITION

- 3.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees in the Bargaining Unit.

DISCRIMINATION

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

## ARTICLE 4

APPLICATION

- 4.01 The provisions of this Agreement apply to the Union, the employees and the Employer.
- 4.02 Part-time employees shall be entitled to all eligible benefits provided under this Agreement except as limited by the eligibility provisions of the Public Service Health Care Plan, the Superannuation/Disability Insurance Plan and the Dental Plan in the same proportion as their yearly hours of work compared to the standard yearly hours of work for their position.
- 4.03 An employee may occupy more than one position.
- 4.04 An employee appointed to a position may also be employed as a casual employee. An employee may occupy more than one casual assignment.

## ARTICLE 5

STATE SECURITY

- 5.01 Nothing in this Agreement shall be construed to require the Employer to do or refrain from doing anything contrary to any Act of the Northwest Territories.

### FUTURE LEGISLATION

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

### CONFLICT OF PROVISIONS

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

## ARTICLE 6

### STRIKES AND LOCKOUTS

- 6.01 During the term of this Collective Agreement there shall be no lockouts 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.

## ARTICLE 7

### MANAGERIAL RESPONSIBILITIES

- 7.01 Except to the extent provided herein, this Agreement in no way restricts the Employer in the management and direction of the Public Service.

## ARTICLE 8

### RESTRICTION ON OUTSIDE EMPLOYMENT

- 8.01 (1) When an employee wishes to carry on any business or employment outside his/her regularly scheduled hours of duty he/she shall notify the Employer in writing of the nature of such business or employment.

- (2) When the Employer desires to prohibit an employee's engagement in business or employment outside his/her regularly scheduled hours of duty such employee will be notified in writing together with the reason for withholding such permission.

8.02 Employees are prohibited from carrying on any business or employment outside their regularly scheduled hours of duty when such business or employment is such that:

- (a) a conflict of duties may develop between an employee's regular work and his/her outside interests; and
- (b) certain knowledge and information available only to Public Service personnel place the individual in a position where he/she can exploit the knowledge or information for personal gain.

## ARTICLE 9

### EMPLOYER'S DIRECTIVES

9.01 The Employer shall provide the Union with a copy of all Personnel Directives or other such instruments within thirty (30) days of issuance.

## ARTICLE 10

### UNION ACCESS TO EMPLOYER PREMISES

10.01 Upon reasonable notification, the Employer shall permit Union Representatives access to its work premises. When visits to restricted areas are involved, the Union Representative shall obtain the Employer's permission to enter the premises. Permission to enter the Employer's premises shall not be unreasonably denied.

10.02 The reasons for access to work premises pursuant to Article 10.01 above shall include, but not be limited to, the following:

- (a) meetings with employees,
- (b) orientation of new employees,
- (c) distributing information to employees,
- (d) health and safety activities.

## ARTICLE 11

APPOINTMENT OF REPRESENTATIVES

- 11.01 The Employer acknowledges the right of the Union to appoint employees as Union Representatives. The Union will provide the Employer with the names of all Union Representatives within a reasonable period.
- 11.02 The Union shall determine the jurisdiction of each Union Representative, having regard to the plan of organization, the distribution of employees at the workplace and the administrative structure implied by the grievance procedure covered by this Agreement.

## ARTICLE 12

TIME-OFF FOR UNION BUSINESSARBITRATION HEARINGS (Disputes) & MEDIATION

- 12.01 (a) Upon reasonable notification, the Employer will grant leave with pay to a reasonable number of employees representing the Union before an Arbitration hearing or at mediation.
- (b) Employee Called as a Witness  
Upon reasonable notification, the Employer will grant leave with pay to an employee called as a witness before an Arbitration hearing.
- 12.02 (a) The Employer will grant leave with pay to an employee who is a party to the grievance, which is before an Arbitration Board.
- (b) Employee Who Acts as a Union Representative  
Upon reasonable notification, the Employer will grant leave with pay to the Union Representative of an employee who is a party to the grievance.
- (c) Employee Called as a Witness  
Upon reasonable notification, the Employer will grant leave with pay to a witness called by an employee who is a party to the grievance.

### CONTRACT NEGOTIATIONS MEETINGS

- 12.03 Upon reasonable notification, the Employer will grant leave with pay for four (4) employees for the purpose of attending contract negotiations on behalf of the Union for the duration of such negotiations.

### PREPARATORY CONTRACT NEGOTIATIONS MEETINGS

- 12.04 Upon reasonable notification, the Employer will grant leave without pay to a reasonable number of employees to attend preparatory negotiations meetings.

### MEETINGS BETWEEN EMPLOYEE ORGANIZATIONS AND MANAGEMENT

- 12.05 Upon reasonable notification, the Employer will grant time-off with pay to a reasonable number of employees who are meeting with management on behalf of the Union.

### EMPLOYEE ORGANIZATION, EXECUTIVE COUNCIL MEETINGS, CONGRESS AND CONVENTIONS

- 12.06 Upon reasonable notification, the Employer will grant reasonable leave without pay to a reasonable number of employees to attend Executive Council meetings and conventions of the Union, the Alliance, the Canadian Labour Congress and the N.W.T. Federation of Labour.

### UNION REPRESENTATIVES TRAINING COURSE

- 12.07 Upon reasonable notification, the Employer will grant reasonable leave without pay to employees who exercise the authority of a Union Representative on behalf of the Union to undertake training related to the duties of a Union Representative.

### TIME OFF FOR UNION REPRESENTATIVES

- 12.08 (a) A Union Representative shall obtain the permission of his/her immediate supervisor before leaving his/her work to investigate a grievance, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld.
- (b) The Union Representative shall make every reasonable effort to report back to his/her supervisor before resuming his/her normal duties.
- (c) Where an employee and his/her **Union** Representative are involved in the process of a grievance, he/she shall be granted time off with pay.



LEAVE FOR ELECTED OFFICERS

- 12.09 (a) (i) Upon the request of the Union, employees elected as President or Vice-Presidents of the Union shall be granted leave of absence for the term of office. During the leave of absence such employees shall maintain all accumulated rights and benefits to which they are entitled under the Collective Agreement.
- (ii) Upon reasonable notification, the Employer shall grant leave without pay to a Union representative seconded for a minimum period of one week to serve as President of the Union on a temporary basis.
- (b) The Employer shall continue to pay such employees their applicable salary in accordance with the terms of the Collective Agreement **plus any additional amounts as advised by the Union**. Upon invoice by the G.N.W.T., the Union shall reimburse the Employer for the amounts so paid.
- (c) The benefits of any group plan shall be extended to such employees and the Union will reimburse the Employer for any costs involved.
- (d) Such employees shall continue to receive salary increments during their leave of absence to **the maximum step** of the applicable pay range for their position.
- (e) Such employees shall advise the Employer as soon as possible when an extension of the leave of absence is applicable due to re-election.
- (f) Upon termination of their leave of absence such employees shall be offered as a minimum the position they held with the Employer in the same work site and community before they commenced the leave of absence. When such employees wish to invoke this clause of the Collective Agreement they shall provide the Employer with a three month notice of their intent to do so.
- (g) Notwithstanding Clause 12.09(f), the Employer may make an offer of employment to such employees to a position inside the Bargaining Unit should such employees bid on a competition and be the successful candidate.
- 12.10 Upon reasonable notification, the Employer will grant leave without pay to allow the PSAC Regional Executive Vice-President to perform his/her duties.
- 12.11 The Employer shall grant time off with pay to:
- (a) An employee who is party to a staffing or a job evaluation appeal.

- (b) An employee who represents an employee who is party to a staffing or job evaluation appeal.
- (c) Up to two employees who are delegated to represent the Union in a staffing or job evaluation appeal proceeding.

12.12 The employer will grant leave without pay for two (2) employees:

- (a) to participate as delegates to constitutional conferences or other similar forums mandated by territorial legislation; and
- (b) to present briefs to commissions, boards and hearings that are mandated by territorial legislation or the Federal Government and whose area of interest is of concern to organized labour.

12.13 Time Off for Special Projects

Upon reasonable notification, the Employer may grant leave without pay, for a minimum of three weeks, to employees to work on special projects on behalf of the Union. Such leave shall not be unreasonably withheld.

12.14 **Where an Employee is on leave without pay under this Article, except for leave under 12.09:**

- (a) **the Employer shall continue to pay for such employees their applicable salary in accordance with the terms of the Collective Agreement. Upon invoice by the GNWT, the Union shall reimburse the Employer for the amounts so paid; and**
- (b) **the benefits of any group plan shall be extended to such employees and the Union will reimburse the Employer for any costs involved.**

ARTICLE 13

CHECK OFF

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

13.02 The Union shall inform the Employer in writing, at least 6 weeks in advance of the effective date, of the authorized deduction to be checked off for each employee within the Bargaining Unit.

- 13.03 For the purpose of applying Clause 13.01, deductions from pay for each employee will occur on a 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.
- 13.04 From the date of signing, and for the duration of this Agreement, no employee organization other than the Union shall be permitted to have membership fees deducted by the Employer from the pay of the employees in the Bargaining Unit.
- 13.05 The Union shall inform the Employer in writing of the authorized deduction for PSAC Group Life Insurance premiums for each employee who participates in the PSAC Group Life Insurance Plan, and the Employer shall make the authorized deduction from the participating employee's pay.
- 13.06 The amounts deducted in accordance with Clauses 13.01 and 13.05 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 the employee's behalf.
- 13.07 The Employer agrees to continue past practice of making deductions for other purposes on the basis of the production of appropriate documentation.
- 13.08 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer.
- 13.09 The Employer agrees to identify annually on each employee's T-4 slip the total amount of Union dues deducted for the preceding year.

## ARTICLE 14

### INFORMATION

- 14.01 (1) The Employer agrees to continue the past practice of providing the Union, on a monthly basis, with information concerning the identification of each member in the Bargaining Unit. This information shall include, but not be limited to, the name, location, job evaluation, and social insurance number of all employees in the Bargaining Unit.

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

- (2) The Employer agrees to provide the Union with **monthly** staff movement reports in a form mutually agreed to between the Union and the Employer.
- 14.02 The Employer shall provide each employee with a copy of the Collective Agreement.
- 14.03 The Employer agrees to provide each new member of the Bargaining Unit with a copy of the Collective Agreement upon his/her appointment.
- 14.04 The Employer shall provide a translated version of the Collective Agreement in one of the official languages of the Northwest Territories, as requested by an employee. In the event of any dispute concerning a proper interpretation of any provision of this Agreement the English version shall govern.
- 14.05 The Employer shall provide the Union with a monthly report of all positions excluded from the Bargaining Unit as per criteria 41(1.7) of *the Public Service Act*. This report shall include position number, position title, settlement code and the names of the employees. In addition, the Employer shall provide the Union with a monthly report of all employees that were included or excluded from the bargaining unit during that month. This report shall include employees' names, position number, position title, settlement code, position descriptions and exclusion criteria for those employees in positions not specifically named in the Act (i.e., 41(1.7)(a), 41(1.7)(d-legal officer), and 41(1.7)(h).

## ARTICLE 15

### PROVISION OF BULLETIN BOARD SPACE AND OTHER FACILITIES

- 15.01 The Employer and the Union agree that it is in the interests of both parties to have an informed membership and to this end the Employer shall provide reasonable bulletin board space in each work location clearly identified for exclusive Union use for the posting of notices pertaining to elections, appointments, meeting dates, minutes of Union meetings, news items and social and recreational affairs.
- 15.02 The Employer may make available to the Union specific locations on the premises for the placement of bulk quantities of literature of the Alliance or of the Union.
- 15.03 Upon the request of a Union Representative, 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, where suitable accommodation is not otherwise available, and where the Employer has a suitable meeting room available.

- 15.04 (a) The Employer will process any mail originating from the Union addressed to Union officers in accordance with the Employer's normal internal mail distribution system.
- (b) The Employer will process any mail originating from the Union officers and addressed to the Union head office in Yellowknife in accordance with the Employer's normal internal mail distribution system.
- 15.05 A representative of the Union shall have the right to meet with new employees in the employee's community to make a presentation of up to 60 minutes. Employees shall be granted leave with pay to attend these meetings.

## ARTICLE 16

### DESIGNATED PAID HOLIDAYS

- 16.01 (1) The following days are designated paid holidays for employees covered by this Collective Agreement:
- (a) New Year's Day;
  - (b) Good Friday;
  - (c) Easter Monday;
  - (d) The day fixed by proclamation of the Governor in Council for the celebration of the Birthday of the Sovereign;
  - (e) National Aboriginal Day, or for those employees working and normally residing in Nunavut, Nunavut Day;
  - (f) Canada Day;
  - (g) The first Monday in August;
  - (h) Labour Day;
  - (i) The day fixed by Order of the Government of the Northwest Territories as a general day of Thanksgiving;
  - (j) Remembrance Day;
  - (k) Christmas Day;
  - (l) Boxing Day; and

- (m) Any additional days when proclaimed by an Act of Parliament as a National Holiday or by an Act of the Legislative Assembly of the Northwest Territories as a Territorial Holiday.
  - (2) Where the Employer agrees to provide the majority of employees in any community with time off in support of a community function, those employees who are unable to take advantage of the time off because of operational requirements will be paid at the overtime rate for hours worked during that period.
- 16.02 Article 16.01 does not apply to an employee who is absent without pay on both the working day immediately preceding and the working day following the Designated Paid Holiday, except with the approval of the Employer or where leave has been granted under Article 12.

#### HOLIDAY FALLING ON A DAY OF REST

- 16.03 When a day designated as a holiday under Clause 16.01 coincides with an employee's day of rest, the holiday shall be moved to the employee's first working day following his/her day of rest.
- 16.04 When a day designated as a holiday for an employee is moved to another day under the provisions of Clause 16.03:
- (a) work performed by an employee on the day from which the holiday was moved shall be considered as work performed on a day of rest; and
  - (b) work performed by an employee on the day to which the holiday was moved, shall be considered as work performed on a holiday.
- 16.05 When the Employer requires an employee to work on a Designated Paid Holiday as part of his/her regularly scheduled hours or as overtime when he/she is not scheduled to work he/she shall be paid in addition to the pay that he/she would have been granted had he/she not worked on the holiday:
- (a) Twice (2) his/her hourly rate for all hours worked,
- or
- (b) An equivalent combination of cash and a day of leave at a later date convenient to both the employee and the Employer.
- 16.06 Where a day that is a designated holiday for an employee falls within a period of a leave with pay, the holiday shall not count as a day of leave.

- 16.07 At the request of the employee, and where the operational requirements of the service permit, an employee shall not be required to work both Christmas and New Year's Day.
- 16.08 All regularly scheduled shift hours worked by employees between 5:00 P.M. December 24 and 12:01 A.M. the day following, or 5:00 P.M. December 31 and 12:01 A.M. the day following, will be paid in accordance with Clause 16.05.

## ARTICLE 17

### LEAVE - GENERAL

- 17.01 When the employment of an employee who has been granted more vacation, sick or special leave with pay than he/she has earned is terminated, the employee shall be considered to have earned that amount of leave with pay granted to him/her provided that:
- (a) an employee's employment is terminated by his/her death;
  - (b) an employee's employment is terminated by lay-off instituted at any time after he/she has completed one (1) or more years of continuous employment.
- 17.02 When an employee is in receipt of an extra allowance and is granted leave with pay, he/she is entitled during his/her period of leave to receive the allowance if the special or extra duties in respect of which he/she is paid the allowance were assigned to him/her on a continuing basis.
- 17.03 During the month of May in each year, the Employer shall inform each employee in the Bargaining Unit in writing of the balance of his/her special, sick and vacation leave credits as of the 31st day of March.
- 17.04 If, at the end of the fiscal year, an employee's entitlement to vacation leave with pay includes a fractional entitlement the entitlement shall be increased to the next hour.
- 17.05 Any public servant who is recruited from the Public Service of Canada will receive credit for all sick leave and special leave credits earned but not taken by him/her in his/her Public Service prior to joining the Public Service of the Northwest Territories.
- 17.06 (i) When any period of vacation leave, special leave or time off in lieu of overtime has been approved and an employee's leave is cancelled, changed, or reduced prior to being taken, he/she shall be reimbursed for reasonable expenses that he/she incurs in respect of any non-refundable

deposits or prearrangements associated with his/her leave, after submitting such accounts as are normally required by the Employer.

- (ii) When during any period of vacation leave, special leave or time off in lieu of overtime, an employee is recalled to duty, **he/she shall be paid at time and one half for the first shift worked. Further,** he/she shall be reimbursed for reasonable expenses that he/she incurs:
  - (a) in proceeding to his/her place of duty;
  - (b) in respect of any non-refundable deposits or prearrangements associated with his/her leave;
  - (c) in returning to the place from which he/she was recalled if he/she immediately resumes vacation leave, special leave or time off in lieu of overtime upon completing the assignment for which he/she was recalled;

after submitting such accounts as are normally required by the Employer.

- (iii) The employee shall not be considered as being on vacation leave, special leave or time off in lieu of overtime during any period in respect of which he/she is entitled under 17.06(i) or (ii) above to be reimbursed for reasonable expenses incurred by him/her. The appropriate leave shall be restored to the appropriate leave bank, in accordance with 17.06(i) or (ii).
- (iv) For the purposes of this clause vacation leave, special leave and time off in lieu of overtime shall include:
  - (a) any period of mandatory leave **with** pay,
  - (b) leave under clause 18.08, and
  - (c) days granted in lieu of designated paid holidays that are taken concurrent with vacation leave, special leave or time off in lieu of overtime.

17.07 An employee's leave request shall not be denied based solely on the Employer incurring additional overtime costs.

**17.08 Effective April 1, 2011**

**All leave will be earned hourly based on the earning rates identified in the individual leave clauses. Leave will accrue on all regular hours, paid vacation leave, paid sick leave, paid special leave hours, and union leave with or without pay except for leave under Article 12.09. Leave will also accrue on earned lieu time taken, designated paid holidays taken and on mandatory leave with pay days taken. This provision applies to all employee types and all types of paid leave.**



## ARTICLE 18

VACATION LEAVEACCUMULATION OF VACATION LEAVE

- 18.01 (1) For each month of a fiscal year in which an employee receives ten days pay, he/she shall earn Vacation Leave at the following rates:
- (a) one decimal three seven five (1.375) days each month until the month in which the anniversary of the second (2nd) year of continuous service is completed.
  - (b) one decimal seven nine (1.79) days each month commencing in the month after completion of two (2) years of continuous service and ending in the month that seven (7) years of continuous service is completed.
  - (c) two decimal zero eight (2.08) days each month commencing in the month after completion of seven (7) years of continuous employment.
  - (d) two decimal five (2.5) days each month commencing in the month after completion of fifteen (15) years of continuous employment.
  - (e) two decimal nine two (2.92) days each month commencing the month after completion of twenty (20) years of continuous employment.

**Effective April 1, 2011 replace 18.01(1) with the following:**

- 18.01 (1) For each hour that an employee receives pay he/she shall earn vacation leave at the following rates:

| <b>Years of Service</b> | <b>Hourly Entitlement</b> |
|-------------------------|---------------------------|
| <b>0-2 years</b>        | <b>0.063462</b>           |
| <b>2-7 years</b>        | <b>0.082616</b>           |
| <b>7-15 years</b>       | <b>0.096000</b>           |
| <b>15-20 years</b>      | <b>0.115385</b>           |
| <b>20 + years</b>       | <b>0.134770</b>           |

**The time to which this applies is set out in Article 17.08.**

- (2) The accumulated service for part-time **and seasonal** employees shall be counted for the improved vacation leave entitlements in section (1) of this Article.
- (3) (a) Leave will be taken in hours, on the basis of the employee's regularly scheduled hours of work for the day the leave is taken.

#### GRANTING OF VACATION LEAVE

- 18.02 (1) In granting vacation leave with pay to an employee, the Employer shall make every reasonable effort:
- (a) to schedule vacation leave for all employees in the fiscal year in which it is earned;
  - (b) not to recall an employee to duty after he/she has proceeded on vacation leave;
  - (c) to grant the employee his/her vacation leave during the fiscal year in which it is earned at a time specified by him/her;
  - (d) to comply with any request made by an employee before January 31, that he/she be permitted to use in the following fiscal year any period of vacation leave of four (4) days or more earned by him/her in the current year.
  - (e) (i) to grant the employee vacation leave for at least up to five (5) consecutive weeks depending upon his/her vacation entitlements when so requested by the employee; and
    - (ii) to grant employees their vacation leave preference and, where as between two or more employees who expressed a preference for the same period of vacation leave, length of service with the Government of the Northwest Territories will prevail;
    - (iii) where the operational requirements of the service are such that an employee is not permitted to take his/her vacation leave during the specific period requested in one fiscal year, **the employee will be given priority over all employees including those with greater length of service in considering that employee's request for vacation** during the specific period requested by the employee in the next fiscal year, **and with priority over the application of (ii)**;

- (f) to grant the employee his/her vacation leave when specified by the employee if the period of vacation leave is less than a week, providing the employee gives the Employer reasonable advance notice.
- (2) The Employer shall approve or disapprove the request for vacation leave submitted by the employee as soon as possible, but no later than two (2) weeks after the request has been received. In those work locations where the Employer has notified the Union in writing that advance scheduling leave of vacation leave will occur, this two week period shall commence on the date designated by the Employer as the deadline for submission of vacation leave applications for the purpose of advance scheduling.
- (3) Where the Employer has proposed to change, reduce or deny the vacation leave requested by the employee, the Employer shall provide the employee with the reasons, in writing, for such change, reduction or denial of vacation leave, within the two (2) week period noted in Article 18.02 (2) above.
- (4) Where an employee has medical travel under Article 20.10 or duty travel under Article 45 which has been approved, vacation leave for a coincident period may be approved, provided the employee can demonstrate no increased cost or administrative burden to the employer. Employees will be solely responsible for any vacation related costs should the medical or duty travel subsequently be cancelled or rescheduled.**

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

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

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

CARRY-OVER PROVISIONS

- 18.04 Normally, employees will not be permitted to carry over more vacation leave credits than can be earned in one (1) fiscal year. Vacation leave credits exceeding a one (1) year entitlement will be liquidated in cash in the month of **June**. However, in situations where an employee's vacation leave has been denied due to operational requirements, the employee shall be permitted to carry over that period of vacation leave in addition to the one (1) year of accrued vacation leave credits.

LEAVE WHEN EMPLOYMENT TERMINATES

- 18.05 Where an employee dies or otherwise terminates his/her employment:
- (a) The employee or his/her estate shall, in lieu of earned but unused vacation leave, be paid an amount equal to the product obtained by multiplying the number of hours of earned but unused vacation leave by the hourly rate of pay applicable to the employee immediately prior to the termination of his/her employment, or
  - (b) the Employer shall grant the employee any vacation leave earned but not used by him/her before the employment is terminated by lay-off if the employee so requests because of a requirement to meet the minimum service requirements for severance pay.
- 18.06 An employee whose employment is terminated by reason of a declaration that he/she abandoned his/her position is entitled to receive the payment referred to in Clause 18.05. If after reasonable efforts the Employer is unable to locate the employee within 6 months of termination, his/her entitlement shall lapse.
- 18.07 Where an employee other than a casual ceases to be employed for a reason other than dismissal, abandonment of position or rejection on probation and is re-employed, his/her completed years of prior employment shall be considered continuous service under Article 18.01(1).
- 18.08 (a) An employee who has requested and is granted **vacation** leave between October 1 and March 31 of any year shall, in addition to his/her vacation leave entitlement receive one (1) day of extra leave when he/she liquidates five (5) consecutive days of **vacation** leave within the above days; and one (1) more day when he/she liquidates at least an additional five (5) consecutive days of **vacation** leave; and one (1) more day when he/she liquidates at least an additional five (5) consecutive days of **vacation** leave; and one (1) more day when he/she liquidates at least an additional five (5) consecutive days of **vacation** leave. No employee may receive more than four (4) extra days in any one fiscal year. Extra leave days must be taken at the same

time as **vacation** leave. There will be no carry-over of these **extra leave** days.

- (b) Where an employee applies for leave during the period of October 1 and March 31; and
  - (i) the leave application was received prior to December 15th; and
  - (ii) the leave was denied; and
  - (iii) the employee was prohibited from taking leave during the entire period from the date the leave form was submitted until March 31<sup>st</sup>

the employee shall be granted the equivalent number of extra days they would have received had the original leave application been approved in accordance with 18.08(a).

- (c) **Notwithstanding clause 16.06, in cases where a designated paid holiday falls within the period of vacation leave it shall be considered a day of liquidated vacation leave for determining the entitlement to the extra leave days under this clause.**

## ARTICLE 19

### SPECIAL LEAVE

#### CREDITS

- 19.01 (1) An employee shall earn special leave credits up to a maximum of thirty (30) days at the following rates:
- (a) .50 of a day for each calendar month in which he/she received pay for at least ten (10) days, or
  - (b) .25 of a day for each calendar month in which he/she received pay for less than ten (10) days.

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

**Effective April 1, 2011 replace 19.01(1) with the following:**

- 19.01 (1) An employee shall earn special leave credits up to a maximum of thirty (30) days **at the rate of 0.023077 special leave hours for each hour that an employee receives pay. The time to which this applies is set out in Article 17.08.**

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

- (2) (a) Special leave will be taken in hours, on the basis of the employee's regularly scheduled hours of work for the day the leave is taken.
- (b) An employee's entitlement to special leave will be converted from days to hours as follows:
  - (i) Employees whose standard hours are 40 hours weekly will have their entitlement to special leave multiplied by 8.
  - (ii) Employees whose standard hours are 37.5 hours weekly will have their entitlement to special leave multiplied by 7.5.

**Effective April 1, 2011, Delete (2)(b)**

### SPECIAL LEAVE

19.02 For the purpose of this article, immediate family is defined as an employee's father, mother, brother, sister, spouse, common-law spouse, child, step-child, foster child, father-in-law, mother-in-law, grandmother, grandfather, grandchild, 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 presently resides.

- (1) The Deputy Head shall grant special leave earned with pay for a period of up to five (5) consecutive working days:
  - (c) when there is a death in the employee's immediate family. The employee may be granted up to three (3) additional days special leave for the purpose of travel;
  - (b) when an employee is to be married.
- (2) The Deputy Head may grant an employee special leave with pay for a period of up to five (5) consecutive working days:
  - (a) (i) where a member of the immediate family requires surgery or becomes ill (not including childbirth) and the employee is required to care for his/her dependents or for the sick person;
  - (ii) where a member of the immediate family becomes seriously ill.

- (b) where special circumstances not directly attributable to the employee prevent his/her reporting to duty, including:
    - (i) serious household or domestic emergencies;
    - (ii) a transportation problem caused by weather if the employee makes every reasonable effort to report for duty;
    - (iii) serious community emergencies, where the employee is required to render assistance;
  - (c) in circumstances which are of general value to the Public Service, such as where the employee:
    - (i) takes an examination which will improve his/her position or qualifications in the Public Service;
    - (ii) attends his/her University Convocation, if he/she has been continuously employed for at least one (1) year;
    - (iii) attends a course in civil defence training;
    - (iv) requires a medical examination for enlistment in the Armed Forces or in connection with a veteran's treatment program.
  - (d) Such leave will not be unreasonably withheld.
- (3) The Deputy Head shall grant special leave for a period of up to three (3) days to allow an employee to attend the funeral of the employee's niece, nephew, aunt or uncle.

19.03 Special leave in excess of five (5) consecutive working days for the purposes enumerated in Clause 19.02 may only be granted with the Employer's approval and such approval shall not be unreasonably denied.

19.04 An employee shall be granted special leave with pay up to a maximum of three (3) working days on the occasion of the birth of their child. An employee shall be granted special leave with pay up to a maximum of three (3) working days on the occasion of the adoption of a child. This leave may be divided into two parts and taken on separate days.

#### ADVANCE OF CREDITS

19.05 Where an employee has insufficient credits to permit the granting of special leave, the leave may be granted at the Employer's discretion. The employee's special leave bank shall not be more than six (6) days in arrears.

- 19.06 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.
- 19.07 The provisions of this Article do not apply to an employee who is on leave of absence without pay, or under suspension.

## ARTICLE 20

### SICK LEAVE

#### CREDITS

- 20.01 (a) An employee shall earn sick leave credits at the rate of one and one-quarter (1 1/4) days for each calendar month for which he/she receives pay for at least ten (10) days.

**Effective April 1, 2011 replace 20.01(a) with the following:**

- 20.01 (a) An employee shall earn sick leave credits at the rate of **0.057693 hours for each hour that an employee receives pay. The time to which this applies is set out in Article 17.08.**
- (b) (i) Sick leave will be taken in hours, on the basis of the employee's regularly scheduled hours of work for the day the leave is taken.
- (ii) An employee's entitlement to sick leave will be converted from days to hours as follows:
- (1) Employees whose standard hours are 40 hours weekly will have their entitlement to sick leave multiplied by 8.
  - (2) Employees whose standard hours are 37.5 hours weekly will have their entitlement to sick leave multiplied by 7.5.

**Effective April 1, 2011, delete 20.01 (b)(ii)**

- 20.02 Subject to Clause (a) and (b) below, and to the remainder of this Article, all absences on account of illness on a normal working day (exclusive of designated holidays) shall be charged against an employee's accumulated sick leave credits.
- (a) There shall be no charge against an employee's sick leave credits when his/her absence on account of illness is less than one-half (1/2) day and the employee has been on duty for at least two (2) hours;



- (b) Where the period of absence on account of illness is at least one-half (1/2) day but less than a full day, one-half (1/2) day only shall be charged as sick leave.

- 20.03 Unless otherwise informed by the Employer an employee must **make** a statement stating that because of his/her illness or injury he/she was unable to perform his/her duties.
- 20.04 The Employer shall only require a variation beyond the basic requirement described in 20.03, in the form of a medical certificate from a medical or nurse practitioner, where there is a demonstrated and reasonable basis for doing so.
- 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/she shall earn sick leave credits for each month in which he/she 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.

**Effective April 1, 2011 amend 20.05 to read:**

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

- 20.06 In circumstances where sick leave would be authorized but the employee has insufficient or no sick leave credits, at the discretion of the Employer, he/she shall be granted sick leave in advance to a limit of fifteen (15) days, which shall be charged against future credits as earned. If the employee dies before authorized unearned sick leave has been liquidated, no recovery shall be made from the employee's estate.
- 20.07 An employee is not eligible for sick leave with pay for any period during which he/she is on leave of absence without pay or under suspension.
- 20.08 When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for a concurrent period, there shall be no charge against his/her sick leave credits for the period of concurrency.

TRANSPORTATION TO A MEDICAL CENTRE

- 20.09 (a) Where an employee or an employee's dependant is required to travel from his/her place of residence in the N.W.T. to secure medical treatment, traveling expenses incurred will be reimbursed subject to the following provisions:
- (i) Payment shall not exceed the cost of return transportation to the point of departure or the nearest place where adequate treatment is available (whichever results in the lesser expense) accommodation and meal costs, in accordance with Article 20.09(b).
  - (ii) Where, due to inclement weather conditions, or to circumstances completely beyond an employee's control, his/her travel to the centre where treatment is to be provided is interrupted, the enroute accommodation and meals will be reimbursed in accordance with Article 20.09(b).
  - (iii) Payment shall not be made unless the claim is supported by a certificate from a qualified medical practitioner stating that the treatment (including dental) was non-elective and required for the health of the patient and could not be provided by the facilities or services available at the community in which the employee is resident.
- (b) The following expenses, supported by an expense claim with receipts, will be reimbursed:
- (i) taxi fare for required travel. (Airport shuttle bus must be used if feasible)
  - (ii) the most economical airfare, or mileage in accordance with Article 45.11(a)(ii)
  - (iii) up to 25 days hotel accommodation and meal/incidental costs in accordance with Article 45.04 and 45.05. **Reimbursement of accommodation costs and meal/incidental costs are not applicable to periods spent in a treatment facility.**
  - (iv) up to a maximum of fifty dollars (\$50.00) per day for accommodation, meals and local transportation expenses for any periods beyond twenty-five (25) days, and not to exceed forty (40) days.

- (v) **When travel is by privately owned car and the total cost of the trip, including the per diem rate for meals and incidentals and lodging expenses, exceeds the cost of the same journey by ordinary commercial means, reimbursement shall be limited to the commercial cost.**
- (c) (i) Where a qualified medical practitioner certifies that it is necessary for an employee or his/her dependent to be accompanied by some other person, the Employer shall approve the reimbursement of expenses for this person as set out in Article 20.09(b).
- (ii) When someone other than a medical attendant or person designated by Health and Social Services accompanies the employee or his/her dependant, where applicable, he/she shall be the spouse, the parent or another person designated by the employee.
- (d) In the case of an employee being the non-medical escort for a member of his/her immediate family, the employee may be granted special leave. Such leave will not be unreasonably denied. Travel time, as defined under Clause 20.10, will not be granted for this non-medical escort duty.
- (e) The employee completes an application for travel assistance under a group surgical or medical plan to which the Employer and the employee share the premium and a form assigning any payment under the group surgical or medical plan to the Employer to the extent that costs for travel have been paid by the Employer under this Article.
- (f) This provision shall apply to an employee's dependants where the employee has declared in a notarized statement that this benefit is not provided to the employee's dependants by the Government of the Northwest Territories or by another employer.

#### TRAVEL TIME

- 20.10 Every employee who is proceeding to a medical centre under the provisions of Clause 20.09 shall be granted leave of absence with pay which is not to be charged against his/her sick leave credits for the lesser of three (3) days or the actual time taken to travel from his/her post to a point of departure and return. **When an employee has elected to drive rather than travel by air, travel time with no deduction from sick leave credits will be limited to the time required to travel had the employee travelled by air.**

## ARTICLE 21

OTHER TYPES OF LEAVECOURT LEAVE

- 21.01 Leave of absence with pay shall be given to every employee, other than an employee on leave of absence without pay or under suspension, who is required:
- (a) to serve on a jury and the jury selection process; or
  - (b) by subpoena or summons to attend as a witness in any proceeding held:
    - (i) in or under the authority of a court of justice or before a grand jury;
    - (ii) before a court, judge, justice, magistrate, or coroner;
    - (iii) before the Senate or House of Commons of Canada, or a committee of the Senate or House of Commons, other than in the performance of the duties of his/her position;
    - (iv) before the Executive Council or Legislative Assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it;
    - (v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.
  - (c) by law to attend a proceeding under the ***Youth Criminal Justice Act (Canada)*** concerning a dependent.

INJURY ON DUTY LEAVE

- 21.02 An employee shall be granted injury-on-duty leave with pay for such reasonable period as may be determined by the Employer where it is determined by a Workers' **Safety & Compensation Commission** that he/she is unable to perform his/her duties because of:
- (a) personal injury accidentally received in the performance of his/her duties and not caused by the employee's willful misconduct; or
  - (b) sickness resulting from the nature of his/her employment; or

- (c) over-exposure to radioactivity or other hazardous conditions in the course of his/her employment;

if the employee agrees to pay the Government of the Northwest Territories any amount received by him/her for loss of wages in settlement of any claim he/she may have in respect of such injury, sickness or exposure, providing however that such amount does not stem from a personal disability policy for which the employee or his/her agent has paid the premium.

**LEAVE IN EMERGENCY OR  
UNUSUAL CIRCUMSTANCES**

- 21.03 Notwithstanding any provisions for leave in this Agreement, the Employer may grant leave of absence with or without pay to an employee in emergency or unusual circumstances.

**MATERNITY LEAVE WITHOUT PAY**

- 21.04 (a) (i) An employee who becomes pregnant shall notify the Employer in writing at least four (4) weeks prior to the expected date of the commencement of maternity leave without pay and, subject to Section (ii) of this Clause, shall be granted leave without pay for a period of seventeen consecutive weeks commencing at any time during the seventeen week period prior to the expected date of delivery. The employee may apply to a benefits administrator and she shall be given, within one week of application, a clear understandable information package and counselling about maternity leave requirements and benefits.
- (ii) The Employer may:
- (a) upon written request from the employee, defer the commencement of maternity leave without pay of an employee or terminate it earlier than seventeen consecutive weeks from the commencement of her leave without pay;
- (b) grant maternity leave without pay to an employee to commence earlier than seventeen (17) weeks before the expected date of delivery;
- (c) where maternity leave without pay is requested, require an employee to submit a medical certificate certifying pregnancy.
- (iii) Leave granted under this Article shall be counted for the calculation of "continuous employment" and "continuous service".

- (b) (i) After completion of 6 months continuous employment, with the Employer, an employee who provides the Employer with proof that she has applied for and is in receipt of employment insurance benefits pursuant to the maternity benefit portion of the *Employment Insurance Act*, shall be paid a maternity leave allowance in accordance with this Article.
  - (ii) An applicant under Clause 21.04(b)(i) shall sign an agreement with the Employer providing:
    - (a) that she will return to work and remain in the Employer's employ for a period of at least six (6) continuous months after her return to work;
    - (b) that she will return to work on the date of the expiry of her maternity leave, unless this date is modified with the Employer's consent.
  - (iii) Should the employee fail to return to work, except by reason of death, disability or lay-off as per the provision of Clause 21.04(b)(ii), the employee recognizes that she is indebted to the Employer for the amount received as Maternity allowance. Should the employee not return for the full six months, the employee's indebtedness shall be reduced on a prorated basis.
  - (iv) No employee shall be laid off, transferred or relocated while on, or within six (6) months of his/her return, from maternity or parental leave without the consent of the employee, the employer and the union.
- (c) In respect of the period of maternity leave, maternity leave allowance payments made will consist of the following:
- (i) For the first two (2) weeks, payments equivalent to 93% of her weekly rate of pay in effect on the day immediately preceding the commencement of the maternity leave. For up to a maximum of an additional 15 weeks, payments equivalent to the difference between the employment insurance benefits she is eligible to receive and 93% of her weekly rate of pay;
  - (ii) (a) for a full-time employee the weekly rate of pay referred to in Clause 21.04(c)(i) shall be the weekly rate of pay in effect immediately preceding the commencement of the maternity leave.

- (b) for part-time **and relief** employees the weekly rate of pay referred to in Clause 21.04(c)(i) shall be the prorated weekly rate of pay in effect immediately preceding the commencement of the maternity leave and averaged over the six month period of continuous service.
  - (iii) Payments in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments under this Article.
  - (iv) Where an employee becomes eligible for a pay increment or an economic adjustment with respect to any period in which the employee was in receipt of payments under Clause 21.04(c)(i), the payments shall be adjusted on the effective date.
- (d) Further, when a pregnant employee produces a statement from her physician that her working conditions may be detrimental to her health or that of the fetus, the Employer will:
- (i) change those working conditions;
  - (ii) assign suitable alternative work;
  - (iii) temporarily transfer the employee; or
  - (iv) where none of these options are reasonable within operational requirements, allow the employee to take a leave of absence without pay for the duration of her pregnancy.

#### PARENTAL LEAVE WITHOUT PAY

- 21.05
- (a) Where an employee has or will have the actual care and custody of his/her new-born child or an employee commences proceedings to adopt a child or obtains an order for the adoption of a child, he/she shall be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks. The leave shall be taken during the fifty-two (52) week period immediately following the day the child is born or, in the case of adoption; within the fifty-two (52) week period from the date the child comes into the employee's care and custody.
  - (b) An employee who intends to request parental leave shall notify the Employer in writing at least four weeks prior to the expected date of the commencement of parental leave without pay.
  - (c) Leave granted under this Clause shall be counted for the calculation of "continuous employment" and "continuous service".

- (d) After completion of six (6) months continuous employment with the Employer, an employee who provides the Employer with proof that he/she has applied for and is in receipt of parental benefits pursuant to the *Employment Insurance Act* shall be paid a parental leave allowance in accordance with this Article.
- (e) An applicant under Clause 21.05(d) shall sign an agreement with the Employer providing:
  - (i) that he/she will return to work and remain in the Employer's employ for a period of at least six (6) continuous months after his/her return to work;
  - (ii) that he/she will return to work on the date of the expiry of his/her parental leave unless this date is modified with the Employer's consent.
- (f) Should the employee fail to return to work, in accordance with the provisions of Clause 21.05(e), except by reason of death, disability, or lay-off, the employee recognizes that he/she is indebted to the Employer for the parental leave allowance amount received pursuant to this Article. Should the employee not return for the full six-month period, the employee's indebtedness shall be reduced on a prorated basis.
- (g) In respect of the period of parental leave taken by an employee who has not taken maternity leave, parental leave allowance payments made will be equivalent to 93% of the employee's weekly rate of pay for the first two weeks and for an additional 15 weeks, payments equivalent to the difference between the employment insurance benefit the employee is eligible to receive and 93% of the employee's weekly rate of pay.
- (h) In respect of the period of parental leave taken by an employee who has taken maternity leave, payments made in accordance with this Article will be equivalent to the difference between the employment insurance benefit she is eligible to receive and 93% of her weekly rate of pay for 17 weeks.
- (i) For a full-time employee the weekly rate of pay referred to in Clauses 21.05(g) and (h) shall be the weekly rate of pay in effect immediately preceding the commencement of the parental leave or maternity leave, as the case may be.



- (j) For part-time **and relief** employees the weekly rate of pay referred to in Clauses 21.05(g) and (h) shall be the weekly rate of pay in effect immediately preceding the commencement of the parental leave or maternity leave, as the case may be and averaged over the six month period of continuous service.
- (k) Payments in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments under this Article.
- (l) Parental leave utilized by an employee-couple in conjunction with maternity leave shall not exceed a total of fifty-two (52) weeks for both employees combined.
- (m) Parental leave taken by an employee in conjunction with maternity leave shall be taken immediately after the termination of maternity leave and the duration of both periods of leave combined shall not exceed a total of fifty-two (52) weeks.
- (n) When parental leave with allowances is taken by an employee couple, allowance payments made shall not exceed a total of 17 weeks for both employees combined, and parental leave with or without allowances taken by an employee couple shall not exceed a total of thirty-seven (37) weeks for both employees combined.

## **21.06 LEAVE WITHOUT PAY FOR COMPASSIONATE CARE**

- (a) **Leave without pay for compassionate care shall be granted to a maximum of eight weeks to an employee to provide care or support to a gravely ill family member at risk of dying within 26 weeks.**
- (b) **Family member means:**
  - (i) **a spouse of the employee,**
  - (ii) **a child of the employee or a child of the employee's spouse,**
  - (iii) **a parent of the employee or a spouse of the parent, and**
  - (iv) **any other person who is a member of a class of persons prescribed in subsection 23.1(1) of the *Employment Insurance Act* (Canada);**
- (c) **Care or support to a family member means:**
  - (i) **providing psychological or emotional support;**
  - (ii) **arranging for care by a third party; or**
  - (iii) **directly providing or participating in the care.**

- (d) **Compassionate care leave may be taken over one or more periods. Each period of compassionate care leave must be at least one (1) week.**
- (e) **If one or more family members who are employees apply for compassionate care, Deputy Heads will review operational requirements.**
- (f) **When requesting compassionate care, an employee must provide a medical certificate indicating the ill family member needs care or support and is at risk of dying within 26 weeks.**
- (g) **If the family member dies while an employee is on leave without pay for compassionate care, the leave without pay for compassionate care ceases. The employee must contact their supervisor and may request special leave.**

#### LEAVE WITHOUT PAY FOR RELOCATION OF SPOUSE

- 21.07**
- (a) The Employer shall grant leave without pay for a period of 1 year, at the request in writing of an employee whose spouse's position is permanently relocated or who accepts an appointment to another position outside the employee's headquarters area. If the employee does not obtain another position within the one year period, the employee shall cease to be an employee at the end of the approved period of leave without pay.
  - (b) Leave without pay granted under this Clause shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave for the employee involved, except where the period of such leave is less than three (3) months. Time spent on such leave which is for a period of more than three (3) months shall not be counted for pay increment purposes.

#### CASUAL LEAVE

- 21.08** Employees may be granted casual leave with pay to a maximum of two (2) hours, with no charge against special leave credits, for the following purposes:

- (1) (a) Medical, Dental and Legal Appointments

Whenever it is necessary for an employee to attend upon his/her doctor, dentist, lawyer, or appointments with school authorities during working hours he/she may be granted casual leave for these purposes.

(b) Other Casual Leave

The Deputy Head may grant an employee casual leave for other purposes of a special or unusual nature.

- (2) Employees may be granted casual leave with pay to a maximum of one day per occurrence where the employee's physician requires him/her to attend regular or recurring medical treatments and checkups.

Such casual leave shall not be unreasonably denied.

- (3) With the concurrence of the Employer, in circumstances where an employee feels that he is unable to effectively continue to work due to an adverse situation occurring during regularly scheduled shift or workday hours, the employee will receive casual leave with pay for the remainder of that shift or work day. Said leave shall not be charged against any leave credits.

## ARTICLE 22

HOURS OF WORK - GENERALDAY WORK

- 22.01 (a) Unless otherwise agreed upon by the Employer and the Union, the standard hours of work for employees whose standard work week is 37.5 hours are:
- (i) The standard daily hours will be seven and one-half consecutive hours, between 08:30 and 17:00, each day from Monday to Friday.
  - (ii) The standard yearly hours will be 1950.
  - (iii) The standard daily hours are exclusive of a minimum half hour lunch period scheduled as close as possible to mid-day.
  - (iv) There shall be a paid 15-minute break in the morning and a paid 15-minute break in the afternoon.
- (b) Unless otherwise agreed upon by the Employer and the Union, the standard hours of work for employees whose standard work week is 40 hours are:
- (i) The standard daily hours will be eight consecutive hours, between 08:00 and 17:00, each day from Monday to Friday.

- (ii) The standard yearly hours will be 2080.
- (iii) The standard daily hours are exclusive of a minimum half hour lunch period scheduled as close as possible to mid-day.
- (iv) There shall be a paid 15-minute break in the morning and a paid 15-minute break in the afternoon.

### SHIFT WORK

22.02 Where the employee's work is scheduled by the Employer to fall outside of the standard hours of work as defined in 22.01, the following process applies:

- (a) The Employer and the Union will agree before establishing new or revised shift hours for an operational unit. Such agreement will not be unreasonably withheld. The Employer shall give employees at least 14 days notice of any change.
- (b) The daily shift hours will be no more than sixteen (16) hours.
- (c) The number of consecutive shift days of work shall be no more than 7 days.
- (d) The number of consecutive days of rest between shifts shall be no less than 2 days.
- (e) The number of shift days in a year for which the employee is entitled to be paid is determined by dividing the standard yearly hours 1950 or 2080 by the daily shift hours.
- (f) The number of shift days in a year that the employee is scheduled to work is determined by dividing the yearly designated paid holiday hours for the holidays identified in Clause 16.01(1) by the shift hours and subtracting the result from the number of shift days calculated in accordance with (e) above. Compensation for work on a designated paid holiday shall be compensated in accordance with Clause 16.05.

The following provisions of Article 16 shall not apply to employees covered by Clause 22.02: 16.01(1), 16.02, 16.03, 16.04, 16.05 (b) and 16.06.

22.03 The Employer will post a master work schedule for employees in an operation who work shift hours.

- (a) The Employer shall:
    - (i) avoid excessive fluctuations in hours of work; and
    - (ii) post a schedule no less than 14 calendar days in advance to run for at least 28 calendar days;
  - (b) The Employer shall make every reasonable effort to:
    - (i) give employees every second Saturday and Sunday off, ensuring a minimum of 48 consecutive hours off duty;
    - (ii) schedule at least two consecutive days off; and
    - (iii) not schedule more than one shift in any 24 hour period.
  - (c) When an employee works two shifts in any calendar day:
    - (i) one of the shifts shall be deemed overtime; and
    - (ii) except in an emergency an employee may not work more than two consecutive shifts.
  - (d) An employee shall be granted alternate weekends off as often as reasonably possible with each employee receiving a minimum of every third weekend off. Overtime rates of pay shall apply to weekend hours worked by an employee on the third consecutive weekend and subsequent consecutive weekends worked thereafter. It is understood that if an employee is required to be on travel status on a weekend, it shall be deemed as a weekend worked for the purpose of this clause. This Clause does not apply to employees who are hired exclusively to work weekends or who request to exchange shifts with other employees to work weekends.
  - (e) The Employer agrees that there shall be no split shifts.
- 22.04 Provided sufficient advance notice is given, and with the approval of the Employer, employees may exchange shifts if there is no increase in cost to the Employer.
- 22.05 The Employer shall make every reasonable effort to schedule an employee's shifts to allow for regular attendance at educational courses.

- 22.06 The Employer will provide transportation, or the actual cost of commercial transportation, between home and the workplace for an employee whose scheduled hours of work start or finish between midnight and 06:00 or who is required to travel to and from work during those hours to perform overtime work.

#### FLEXIBLE HOURS

- 22.07 At the request of an employee, the Employer may grant flexible or staggered hours between 07:00 and 18:00. This is subject to operational requirements.

#### COMPRESSED WORK WEEK

- 22.08 At the request of an employee, the Employer may agree to allow the employee to work hours from Monday to Friday inclusive which may vary from the standard daily 7.5 or 8 or weekly 37.5 or 40 hours as follows:

- (a) Over a period of 14, 21 or 28 calendar days, the employee must work or be on approved leave or a designated paid holiday for a period equal to two, three or four times the standard weekly hours.
- (b) There must be no increase in cost to the Employer and no decrease in productivity due to the selection of hours.
- (c) A schedule of hours of work for the compressed work week will be agreed by the employee and the employee's supervisor. An employee who works in excess or outside of the scheduled hours established shall be compensated in accordance with the overtime provisions of this collective agreement.
- (d) The hours of work may not be varied for the purpose of avoiding payment of overtime to individual employees.
- (e) This arrangement may be terminated at any time, by either the employee or the Employer with at least 14 days notice.
- (f) The Employer's agreement to permit an employee access to the compressed workweek shall not be unreasonably withheld.

#### EMPLOYEE SCHEDULED WORK

- 22.09 (a) At the request of an employee, the Employer may allow employees to determine their own hours of work to meet operational requirements that due to the ongoing nature of their work cannot be met by working the standard hours. Such requests shall not be unreasonably denied.

- (b) Where these employees work more than the standard hours of work over a period of 28 calendar days, they shall be entitled to one compensatory hour off with pay for each extra hour worked. These employees must make every reasonable effort to schedule their hours to minimize extra hours worked.
- (c) Compensatory hours must be taken at a time mutually agreeable to both the employee and the Employer. They must be used in the same fiscal year in which they are earned.
- (d) At the end of the fiscal year, those accumulated compensatory hours which the employee has been unable to use will be liquidated in cash, at the normal hourly rate of pay, up to a maximum of 15 times the standard daily hours of work. If the employee has accumulated more than this, the extra hours will lapse. Under no circumstances will an employee be paid out more than 15 times the standard daily hours of work 7.5 or 8. There shall be no carryover of those hours from one fiscal year to the next.
- (e) It is understood that Clause 22.09 is not intended to be used on an ad hoc basis to meet operational requirements or to avoid the payment of overtime to employees.
- (f) Employees who are required by the Employer to work outside their varied hours shall be paid in accordance with the overtime provisions of this Collective Agreement. Employees who are required by the Employer to work on designated paid holidays shall be compensated in accordance with Article 16.
- (g) This arrangement may be terminated at any time by either the employee or the Employer with a minimum of 14 days notice.

#### GENERAL RULES

- 22.10 Employees are entitled to one 15 minute paid rest period in every period of 4 or 3.5 consecutive hours worked as appropriate. The scheduling of these rest periods is subject to the approval of the employee's supervisor.
- 22.11 If an employee is scheduled to have an unpaid meal period during the Employee's regularly scheduled work day, and the Employee is required by the Employer to work during some or all of the Employee's unpaid meal period, the Employee shall be given the time not taken later in the Employee's regularly scheduled work day. If this is not possible, the Employee will be paid at the applicable overtime rate for the time not taken.

SCHOOL YEAR EMPLOYEES

- 22.12 (a) School year employees means **Education Assistants, Secretaries, Custodians, Library Technicians**, School Community Counselors, Dental Therapists and such other employees as the Employer may, in consultation and with the Union's agreement, designate as school year employees.
- 'Education Assistants' means Education Assistants, Classroom Assistants, Special Needs Assistants, Student Support Assistants and Inclusive Support Assistants.**
- (b) The Employer may establish hours of work for school year employees whose work year follows the school year. The work year for school year employees will normally start a week before the first day of the school year and end a week after the last day of the school year.
- 22.13 (a) School year employees will not be required to report for duty during the Christmas, **Spring** and Summer Recesses on **their** local school calendar.
- (b) School year employees will not be entitled to earn the vacation credits or take the vacation leave in Article 18 of this Agreement.
- 22.14 School year employees will be paid at the appropriate pay level for their position over **26 pay periods**.
- 22.15** Hours of work shall be scheduled on a regular basis so that **School Year Employees**:
- (a) On a weekly basis will not work-in excess of thirty-seven and one-half (37.5) **or forty (40)** hours and five (5) days per week.
- (b) On a daily basis be on duty for 7.5 **or 8 hours** commencing a minimum of fifteen (15) minutes before the start of the normal school day.
- (c) Obtain two (2) consecutive days of rest per week.
- (d) School Year Employees shall be entitled to overtime in accordance with the provisions of Article 23.**
- (e) Where Education Assistants share the noon hour supervision of students with teachers, the Employer will ensure that a duty free one hour lunch period would be allowed on an equitable and shared basis with teachers.



- (f) For those **Education Assistants** who have not completed the Education Assistant Training Course, their work year may be extended to include these courses for each year that the Education Assistant attends such a course.
- (g) **School Year Employees** planning to terminate their employment during the summer recess are required to notify the Employer of their intent at least **30 days** prior to the last day of the school year.
- (h) When an Education Assistant is required to lead a class and no teacher is present in the classroom, the Education Assistant will be paid at a rate two (2) ranges above their current step.

22.16 Where an employee dies or otherwise terminates employment during a school year, the employee or estate shall receive that portion of the summer recess pay the employee is entitled to in accordance with the number of school days worked during that school year.

#### JOB SHARE EMPLOYEES

22.17 At the request of two employees, the Employer may agree to allow them to share the hours of a fulltime position. There must be no increase in cost to the Employer and no decrease in productivity.

- (a) The employees will establish the rotation whereby one employee covers the position at all times except when one or both employees are on approved leave.
- (b) The breaks between each period of job share service shall not interrupt the accumulation of "continuous employment" and "continuous service" with the Government of the Northwest Territories however shall not be included in the calculation of "Continuous Employment" and "Continuous Service".
- (c) The Employer will not unilaterally change the established rotation. However, the established rotation may be changed by mutual agreement to address temporary situations where one of the job share employees is absent from work.
- (d) The provisions for part time employees will apply to each of the job share employees, such that all benefits are prorated except medical transportation assistance, dental and other medical insurance plans. These benefits are not to be prorated and the Employer will continue to pay the full Employer's share.

- (e) The job share may be terminated at any time by either employee or the Employer with reasonable notice.
- (f) Where one of the employees wishes to terminate the job share, that employee must give one month's notice of resignation from the Public Service.
- (g) If one of the employees terminates participation, there shall be a one month period in which to find a replacement before the job share arrangement is terminated. During this period the Employer shall make reasonable efforts to fill the vacant rotation. The Employer will consider any suitable replacement employees suggested by the remaining employee. Failing this the job share arrangement is deemed to be terminated and the shared position must revert to a full-time indeterminate position, with the remaining employee having the option to assume that position full time.

### RENEWABLE RESOURCE OFFICERS

#### **22.18** Compensatory Leave

- (1) In order to meet the operational requirements Renewable Resource Officers engaged in field and patrol operations may not always be able to work the normal work week of five (5) work days followed by two (2) days of rest, and may sometimes be required to work in excess of five (5) consecutive days in one week. Because of this, Renewable Resource Officers are allowed flexibility in scheduling their work week on an irregular basis to meet operational requirements.
- (2)
  - (a) As a means of compensating Renewable Resource Officers for any extra days worked as a result of their irregular work schedule, the Employer agrees that where a Renewable Resource Officer works in excess of the normal work days in a month, he/she shall be entitled to a compensatory day off with pay for each extra day worked.
  - (b) These compensatory days must be taken at a time mutually agreeable to both the employee and the Employer, and they must be used in the same fiscal year in which they are earned.
  - (c) At the end of the fiscal year, those accumulated days which the employee has been unable to use will be liquidated in cash, at the normal daily rate of pay, up to a maximum of fifteen (15) days. If the employee has accumulated more than fifteen (15) days, those days in excess of fifteen (15) lapse. Under no circumstances will an employee be paid out for more than fifteen (15) days at the end of

the fiscal year and there shall be no carryover of those days from one fiscal year to the next.

### MIDWIVES

- 22.19(a) In order to meet operational requirements Midwives may not be able to work the normal work week of five (5) work days followed by two (2) days of rest, and may sometimes be required to work in excess of five (5) consecutive days in one week. Because of this Midwives are allowed flexibility in scheduling their work week on an irregular basis to meet operational requirements.
- (b) As a means of compensating these employees for any extra days worked as a result of their irregular work schedule, the Employer agrees that where a Midwife works in excess of the normal work days in a 28 day period, he/she shall be entitled to compensatory time off with pay for each extra hour worked. A midwife shall be provided compensatory leave at the rate of time and one half for all hours worked greater than 150 hours over a 28-day period.
- (c) This compensatory leave must be taken at a time mutually agreeable to both the midwife and the Employer, and they must be used in the same fiscal year in which they are earned.
- (d) At the end of the fiscal year, those accumulated hours which the midwife has been unable to use will be liquidated at the employee's current rate of pay, up to a maximum of fifteen (15) days [one hundred and twelve and one half (112.5) hours]. If the employee has accumulated more than fifteen (15) days, those days in excess of fifteen (15) lapse. Under no circumstances will an employee be paid out for more than fifteen (15) days at the end of the fiscal year and there shall be no carryover of those days from one fiscal year to the next.
- (e) Midwives placed on standby shall be compensated in accordance with Article 29.01 (1) for hours outside the normal hours of work. Hours worked while on standby shall be considered as employee scheduled hours outlined in 22.19 (b).

## ARTICLE 23

OVERTIME

- 23.01 In this Article:
- (a) "Overtime" means work performed by an employee in excess or outside of his/her regularly scheduled hours of work.
  - (b) "Straight time rate" means the hourly rate of pay.
  - (c) "Time and one-half" means one and one-half times the straight time rate.
  - (d) "Double time" means twice the straight time.
- 23.02 An employee who is required to work overtime shall be paid overtime compensation for each completed fifteen (15) minutes of overtime worked by him/her subject to a minimum payment of one (1) hour at the overtime rate when:
- (a) the overtime work is authorized in advance by the Employer, except when employees are required to work in isolated settlements, in which case the Employer must make arrangements for the authorization of overtime prior to the employee's dispatch to an isolated settlement;
  - (b) the employee does not control the duration of the overtime work.
- 23.03 Employees shall record starting and finishing times of overtime worked on a form determined by the Employer.
- 23.04 (1) Subject to the operational requirements of the service the Employer shall make every reasonable effort:
- (a) to allocate overtime work 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.
- (2) An employee may, for cause, refuse to work overtime, providing he/she places his/her refusal in writing.

- (3) Notwithstanding the permission granted by the Employer to engage in business or employment outside his/her regularly scheduled hours of duty under Article 8, such business or employment may not be approved as a cause to refuse to work overtime.

23.05 (a) An employee who is required to work overtime shall be entitled to a minimum of one hour's pay at the appropriate rate described below in (b).

(b) Overtime work shall be compensated as follows:

- (i) at time and one-half (1 1/2) for all hours except as provided in Clause 23.05 (b)(ii);
- (ii) at double time (2) for all hours of overtime worked after the first four (4) consecutive hours of overtime and double time (2) for all hours worked on the second or subsequent day of rest, provided the days of rest are consecutive.

Consecutive hours of overtime will not be considered interrupted when:

- (a) one unpaid meal break of up to one hour is taken after a minimum of three consecutive hours have been worked and the employee returns to work after the meal break; or
- (b) the overtime commences immediately prior to the start of the employee's regular hours of work and continues immediately following the conclusion of the employee's regular hours of work.
- (iii) in lieu of (i) and (ii) above, the Employer may agree to grant equivalent leave with pay at the appropriate overtime rate to be taken at a time mutually agreeable to the Employer and the employee. Any unused equivalent leave may be carried over into the next fiscal year.
- (c) "First day of rest" is defined as the twenty-four (24) hour period commencing at midnight of the calendar day on which the employee completed his/her last regular shift, and
- (d) When the first and second or subsequent day of rest are consecutive, "second or subsequent day of rest" is defined as the period immediately following expiration of the first day of rest and ending at the time of commencement of the employee's next regular shift.

23.06 Notwithstanding anything in this Article, an employee's scheduled hours of work shall not be construed as guaranteeing the employee minimum hours of work.

23.07 Where an employee is required to work:

- (a) three (3) or more hours of overtime immediately following his/her regularly scheduled hours of duty; or
- (b) four (4) or more continuous hours of overtime at any other time;

and, because of the operational requirements of the service, the employee is not permitted to leave his/her place of work, the Employer will either provide the employee with a meal or a meal allowance equal to the average of the breakfast, lunch and dinner amounts set out in Clause 45.05(a).

## ARTICLE 24

### PAY

- 24.01 (1) Employees are entitled to be paid for services rendered for the job evaluation and position to which they are appointed at the pay rates specified in the appendices attached.
- (2) Newly appointed employees will be **placed on Step 2** of the applicable pay range for the position **where the employee has** two (2) years of directly related experience to the responsibilities of the new job; **Step 3 where the employee has more than two (2) but less than four (4) years of directly related experience to the responsibilities of the new job; and Step 4 where the employee has more than four (4) years of directly related experience to the responsibilities of the new job.**
- 24.02 (1) Employees shall be paid on a bi-weekly basis with pay days being every second Friday.
- (2) In the event there is delay in paying new or transferred employees, the Employer will assist those employees by providing pay advances.
- (3) Where pay advices are distributed to employees at their place of work, they shall first have been placed in envelopes.
- (4) Pay will be deposited to the credit of the employee in the financial institution of his/her choice in Canada.
- (5) (a) Where an employee has received more than his/her proper entitlement to wages or benefits or where retroactive membership dues deductions are necessary, no continuing employee shall be subject to such deductions in excess of ten percent (10%) of the

employee's gross earnings per pay period except in recoveries for absence without leave.

- (b) When deductions are made, the Employer shall provide an itemized statement of the purpose and the amount of each deduction.

24.03 Employees who have earned overtime compensation or any other extra allowances in addition to their regular pay, shall receive such remuneration in the four weeks following the day the employee submits the appropriate form.

#### RESPONSIBILITY ALLOWANCE

- 24.04 (1) (a) When an employee is required by the Employer to perform the duties of a position at a higher pay range on an acting basis; or
- (b) When an employee is designated in charge of a ward, unit or department on any shift in circumstances which place upon the employee responsibilities greater than those ordinarily assumed; or
- (c) When a nurse temporarily replaces another nurse in the position of Supervisor; or
- (d) When the head nurse or unit or department manager is not present to co-ordinate the daily operations of the ward, unit or department, and designates an employee as in charge,
- the employee shall be paid a responsibility allowance.
- (2) Employees in any of the above circumstances shall be paid:
- (a) an amount of ten (10%) of the employee's base salary for acting periods of 5 days/shifts or less; or
  - (b) an amount of twelve (12%) of the employee's base salary for acting periods greater than 5 days/shifts.

Such pay shall be calculated from the time on which he/she commenced to act, for the period in which he/she acts.

SALARY INCREASES

- 24.05 An employee, except a casual employee, who is rehired within two (2) years of his/her last date of employment with the Employer to perform the same duties, shall be paid at the same step as he/she was being paid at when he/she ceased to be an employee.
- 24.06 (1) The Employer agrees to pay the negotiated salary increases to every employee not later than the second month following the month in which this Agreement is signed and not later than the month following the month in which any subsequent salary increases become effective.
- (2) The Employer agrees to pay all retroactive remuneration for salary increases, overtime, acting pay and allowances not later than the third month following the month in which the Agreement is signed.
- 24.07 When an employee is appointed on a term or indeterminate basis to a new position in the Public Service, he/she shall be paid:
- (a) If the appointment constitutes a promotion as defined in Clause 2.01(z) an increase in salary that is not less than the difference between step 1 and step 2 of the new pay range. In addition, if a performance increment is due not later than six (6) months from the date of promotion and is recommended, an increment will be granted at the time of promotion on the present pay level prior to application of the new pay level. Where this occurs, the employee's salary review date shall be changed to the 1<sup>st</sup> day of the month in which the promotion takes effect.
- (b) (i) If the appointment constitutes a transfer, as defined in clause 2.01 (ee), at the rate nearest to, but not less than his/her former rate of pay; or
- (ii) If the appointment is a voluntary reassignment, either through employee application or by mutual consent as defined in clause 2.01 (ii), the maximum rate of pay of which is less than his/her present rate of pay, the employee shall be paid at the maximum rate of the new position to which he/she agrees to be transferred.
- (c) If the appointment is as a result of the employee's successful application for a position, the maximum rate of pay of which is equal to or less than that of the employee's present position, the employee shall be paid at a step in the appropriate pay range for the new position that is commensurate to the employee's related knowledge, skills, abilities and experience for the position. **Where an employee has directly related experience, he/she will be placed at a Step in the appropriate pay range in accordance with 24.01 (2).**



- 24.08 Where a salary increment and any other salary revision are effective on the same date, the salary increment shall be applied first and the resulting rate shall be revised in accordance with the salary revision.

#### PERFORMANCE INCREMENTS

- 24.09 (1) An employee holding a position for which there is a minimum and maximum rate of pay may be granted increases in pay until he/she reaches the maximum for the position. Such pay increases are dependent on satisfactory performance of the duties of the position by the employee, and shall not be granted to the employee until his/her Deputy Head certifies to the Employer that the employee is so performing the duties of his/her position.
- (2) For the purposes of such pay increases the performance of the employee shall be reviewed annually.
- (3) Pay increments, which are recommended by the Deputy Head, shall be granted the first day of the month of the employee's initial appointment.

However, the provisions of Article 24.07 will apply where appropriate.

- (4) Where the Deputy Head intends to recommend withholding a pay increment from an employee, he/she shall, at least two (2) weeks and not more than six (6) weeks before the due date for the pay increment to the employee, give the employee notice in writing of his/her intention to do so. If such notice of denial is not given, the pay increment shall be implemented on the due date.
- (5) Where an employee is not granted a pay increment on the day on which a pay increment would otherwise become due to him/her, a pay increment may become due to him/her six (6) months after the month he/she would have been due to have been granted a pay increment, or the Employer may defer the pay increment for a period of twelve (12) months after the month he/she would have been due to have been granted a pay increment, at which time the employee shall be entitled to the withheld pay increment in addition to the current pay increment should performance be deemed to meet the required standard.

#### APPLICATION OF SALARY REVIEW DATE

- 24.10 (a) The salary review date of an employee who is promoted shall be the first day of the month of the promotion.

- (b) The salary review date of an employee who is transferred or whose position is re-evaluated shall remain unchanged.
  - (c) The salary review date of an employee who has been on leave of absence without pay in excess of six (6) continuous months shall be moved to a date which provides for a total of twelve (12) months of paid employment between anniversary dates.
  - (d) Where the job evaluation of a position is to take effect retroactively, only employees on strength on the date of implementation of such change or employees who have filed job evaluation appeals in accordance with clause 36.04 shall be entitled to receive any retroactive benefits that might accrue.
- 24.11 (1) (a) Where a position is re-evaluated as a result of a change in duties and responsibilities and the maximum rate of pay of the new pay range exceeds the maximum rate of pay of the old pay range, the incumbent of the position will be paid at the step in the new pay range which provides him/her with an increase in salary that is nearest to but not less than the difference between step 1 and step 2 of the new pay range.
- (b) Where a position is re-evaluated and there have been no substantial changes in the duties and responsibilities of the position and such evaluation has resulted in a higher pay range, the incumbent of the position re-evaluated will be paid at the same step in the new pay range as they were in the old pay range.
  - (c) The effective date of a re-evaluation that results in an increase in pay shall be the date upon which the employee began to substantially perform the new or changed duties, but in any event no retroactivity shall be paid for any re-evaluation adjustment that extends beyond sixty (60) days prior to the filing of a grievance or a job evaluation appeal, whichever is earlier, **except as provided below.**
- If the employee has provided documentation under article 36.04(1)(a), dated earlier than either the re-evaluation or sixty (60) days prior to a grievance or appeal being filed, the Employer shall consider an adjustment to the employee's pay retroactive to that earlier date. Such adjustment shall not be unreasonably denied.**

- (2) (a) Notwithstanding the provisions of Clause 24.01 when a position is converted or, where as a result of audit or review, a converted position is found to be over-evaluated and the maximum salary payable in the new range is less than the maximum salary of the incumbent of that position, he/she shall be paid as the present incumbent of that position in a holding range which will permit him/her to be paid at a salary which is nearest to and not less than his/her present maximum salary.
- (b) Where an employee is being paid as the present incumbent of a position in a holding range and he/she unreasonably refuses a transfer or training which would put him/her in a position at, or above the level of the position before it was re-evaluated, or which would place him/her in a position nearer to the pay range established for the position before it was re-evaluated, he/she shall cease to be paid in the holding range. Instead he/she shall be paid in the pay range applicable to the re-evaluated position, at the step which is nearest to the rate he/she was being paid in the holding range.
- (c) Where an employee who is subject to Clause **24.11(2)(b)** accepts a transfer or training that would put him/her in a position with a pay range closer to the pay range of the position before it was re-evaluated, he/she shall continue to be paid in the holding range.
- (d) For the purposes of this Article, a present incumbent is an employee who, subject to the above provisions, continues to receive the annual and negotiated increases for the range of the position before it was re-evaluated downwards.

**24.12** Employees, other than employees assigned duties of translation and interpretation in their job descriptions, who are required by the Employer to use two or more of the official languages of the Northwest Territories shall receive a bilingual bonus of \$1200 per annum.

#### AIRPORT FIREFIGHTERS - LONG SERVICE PAY

**24.13** (1) An airport firefighter who receives pay for at least eighty-four (84) hours for each of twelve (12) consecutive calendar months for which the airport firefighter is eligible to receive long service pay, beginning October 1 of each year, is entitled to be paid, in a lump sum, an amount related to the airport firefighter's period of continuous employment in the Public Service set out in the following table:

| Period of Continuous Employment | Annual Amount |
|---------------------------------|---------------|
| 5 to 9 years                    | \$240         |
| 10 to 14 years                  | \$350         |
| 15 to 19 years                  | \$480         |
| 20 to 24 years                  | \$610         |
| 25 to 29 years                  | \$740         |
| 30 years or more                | \$870         |

- (2) An airport firefighter who does not receive at least eighty-four (84) hours' pay for each of twelve (12) consecutive calendar months for which he/she is eligible to receive long service pay, beginning in October 1 of each year, is entitled to one twelfth (1/12) of the relevant amount as set out in cause 24.13(1) for each month for which he receives at least eighty-four hours' pay.
- (3) Where an airport firefighter does not complete the airport firefighter's specified period of continuous employment in the Public Service upon the first day of a calendar month, the airport firefighter shall, for the purpose of clause 24.13(1), be deemed to have completed the specified period of employment.
- (a) on the first day of the current month if the airport firefighter completes the specified period of employment during the first fifteen (15) days of the month, and
- (b) on the first day of the subsequent month in any other case.

## ARTICLE 25

### REPORTING PAY

- 25.01 (1) If an employee reports to work for his/her regularly scheduled shift and there is a change in his/her shift assignment, he/she shall be entitled to four (4) hours of work. When no work is available he/she shall receive compensation of four (4) hours pay at the straight time rate.
- (2) If an employee reports to work on his/her regularly scheduled shift and there is insufficient work available, he/she is entitled to four (4) hours of work. When no work is available he/she shall receive compensation of four (4) hours pay at the straight time rate.
- (3) If an employee is directed to report for work on a day of rest or on a designated paid holiday, and there is insufficient work available, he/she shall be entitled to four (4) hours of work at the appropriate overtime rate.

When no work is available, he/she shall receive compensation of four (4) hours pay at the appropriate overtime rate.

- (4) If an employee is directed to report for work outside of his/her regularly scheduled hours, he/she shall be paid the greater of:
  - (a) compensation at the appropriate overtime rate; or
  - (b) compensation equivalent to four (4) hours pay at the straight time rate.
- (5) An employee who receives pay under this Article is not entitled to pay under Article 26 –Call-Back Pay or Article 29 – Standby.**

## ARTICLE 26

### CALL-BACK PAY

- 26.01 When an employee is recalled to a place of work for a specific duty, he/she shall be paid the greater of:
  - (a) compensation at the appropriate overtime rate; or
  - (b) compensation equivalent to four (4) hours pay at the straight-time rate.
- 26.02 (1) When an employee reports to work, overtime for which he/she has been recalled under the conditions described in Clause 26.01 and is required to use transportation services other than normal public transportation service, he/she shall be paid the actual cost of commercial transportation each way, upon the production of receipt for payment of transportation in excess of **(\$10.00) ten** dollars.
- (2) Where the employee uses his/her personal motor vehicle, he/she shall be paid the appropriate distance rate specified in Article 45 - Duty Travel Expenses.
- 26.03 (1) **An employee who is required to work during off duty hours by responding by phone, email or other electronic means and is not required to return to the workplace, shall be compensated at the greater of:**
  - (a) One (1) hour at the straight time rate; or**
  - (b) compensation at the applicable overtime rate for time worked.**

**This minimum one hour payment applies only once during each sixty minute period.**

**The minimum payment of one (1) hour at the overtime rate in Articles 23.02 and 23.05 (a) does not apply to this situation.**

- (2) An employee who receives pay under this article is not eligible for pay under Article 25 – Reporting Pay, or Article 29 – Standby Pay.**

## ARTICLE 27

### SHIFT PREMIUM

- 27.01 An employee who is regularly scheduled to work outside of the normal hours of work, 0800 to 1700, shall be paid a shift premium **of two dollars and fifty cents (\$2.50)** per hour for all hours worked between the hours of 4:00 p.m. and 8:00 a.m. Shift premium will also be paid for all overtime hours worked contiguously to the period specified above, but for no other overtime hours.
- 27.02 Employees shall receive an additional premium of **two dollars and fifty cents (\$2.50)** per hour for work on Saturday and/or Sunday for hours worked. Weekend premium shall be payable in respect of all regularly scheduled straight time hours worked on Saturday and/or Sunday.

## ARTICLE 28

### COMMUTING ALLOWANCES

- 28.01 An employee whose workplace is located outside of an eight km. (5 mile) driving distance of a settlement centre, and no public transportation is available to his/her place of work, shall:
- (a) be provided with transportation to and from his/her workplace by the Employer; or
  - (b) where he/she is required to use his/her personal motor vehicle, be paid the distance rate specified in Clause 45.11(a)(i).

## ARTICLE 29

STANDBY

- 29.01 (1) Where the Employer requires an employee to be available on standby during off-duty hours, an employee shall be entitled to a standby payment of one hour's pay at the employee's base salary for each eight (8) consecutive hours or portion thereof that he/she is on standby, except on his/her days of rest and designated paid holidays.

For each eight (8) consecutive hours or portion thereof that an employee is on standby on a day of rest or a designated paid holiday, he/she shall be paid one and one-half hours pay at the employee's base salary.

- (2) An employee designated by letter or by list for standby duty shall be available during his/her period of standby at a known telephone number and be available to return for duty as quickly as possible if called. In designating employees for standby the Employer will endeavour to provide for the equitable distribution of standby duties among readily available, qualified employees who are normally required, in their regular duties, to perform that work.
- (3) No standby payment shall be granted if an employee is unable to report for duty when required.
- (4) An employee on standby who is **required to return to the workplace** shall be paid, in addition to the standby pay, the appropriate overtime rate for all hours worked, subject to a minimum payment of four (4) hours pay at the straight time rate each time he/she reports, except that this minimum shall only apply once during each standby period of eight (8) consecutive hours or portion thereof.
- (5) Except in the case of an emergency, standby schedules shall be posted fourteen (14) days in advance of the starting date of the new shift schedule.

- 29.02 When an employee on standby is required to report for work, he/she shall be reimbursed transportation costs as follows:

- (a) Actual cost of commercial transportation each way not to exceed **ten dollars (\$10.00)** without the production of a receipt;
- (b) Where he/she uses his/her personal motor vehicle, the appropriate distance rate specified in Clause 45.11(a)(i).

**29.03 (1) An employee who is required to work during off duty hours by responding by phone, email or other electronic means and is not required to return to the workplace, shall be compensated at the greater of:**

- (a) One (1) hour at the straight time rate; or**
- (b) Compensation at the applicable overtime rate for time worked.**

**This minimum one (1) hour payment applies only once during each sixty minute period.**

**The minimum payment of one (1) hour at the overtime rate in Articles 23.02 and 23.05 (a) does not apply to this situation.**

**(2) An employee on standby is not entitled to pay under Article 25 – Reporting Pay or Article 26 – Call Back Pay.**

**29.04** Subject to operational requirements and where there is cause, employees may refuse to be on standby during off-duty hours.

## ARTICLE 30

### TECHNOLOGICAL CHANGE

**30.01** Technological change means:

- (a) the introduction by the Employer of equipment or material of a different nature than that previously utilized; and**
- (b) a change in the Employer's operation directly related to the introduction of that equipment or material.**

### NOTICE

**30.02** When the Employer is considering the introduction of a technological change which would result in significant changes in the employment status or working conditions of employees, it shall provide the Union and every affected employee, at least six (6) months notice before the introduction of a technological change, with a written description of the change it intends to carry out, disclosing foreseeable adverse effects on employees.



### UNION-MANAGEMENT MEETINGS ON CHANGES

- 30.03 Where the Employer has notified the Union that it intends to introduce a technological change, the parties undertake to meet within the next fifteen (15) days and to hold constructive and meaningful consultations in an effort to reach agreement on solutions and administrative procedures to deal with problems arising from the change.

### COMMITMENT

- 30.04 The Employer shall make every reasonable effort to continued employment of employees who would otherwise become redundant because of technological change.

### TRAINING

- 30.05 Where an employee requires new or different skills as a result of technological change, the Employer shall make every reasonable effort to provide the required training courses at no cost to the employee.

## ARTICLE 31

### PAY FOR TRAVEL ON BEHALF OF EMPLOYER

- 31.01 (1) Where an employee is required to travel on behalf of the Employer, he/she shall be paid as though he/she were at work for all hours traveled.
- (2) For the purpose of this Article, hours traveled includes a one (1) hour check-in period at airports (two (2) hours for flights originating outside Nunavut, the Yukon and the N.W.T.), 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 traveled also include time spent waiting for connecting flights, trains or buses, but is exclusive of overnight stopovers.
- (3) The Employer will make every reasonable effort to restrict travel outside of the employee's headquarters that requires absence from home beyond a period, which includes two (2) weekends.
- (4) Where an employee is absent from home on a designated paid holiday or day of rest and does not work or travel, he/she shall receive payment **up to a maximum of his/her standard daily hours**, at time and one-half (1 1/2) his/her rate of pay or be granted the equivalent leave with pay.

## ARTICLE 32

SEVERANCE PAYLAY-OFF

32.01 An employee who has one year or more of continuous employment and who is laid off is entitled to be paid severance pay.

32.02 An employee who is laid-off following the signing of this Agreement may request one of the following options:

(a) (i) Separation Assistance - The lay-off shall receive severance pay of two (2) weeks pay per year for the first ten complete years of continuous employment, and three (3) weeks pay for each succeeding complete year of continuous employment. The lay-off can request this payment be made bi-weekly to extend employment or in annual instalments. The total amount of severance pay which may be paid under this sub-clause shall not exceed 65 weeks of pay.

(ii) The Employer may waive the requirement to work the three month notice period or portion thereof and provide 13 weeks pay, or appropriate portion thereof in lieu:

(1) when the Employer determines the lay-off's work should be discontinued. The lay-off shall be provided priority staffing status for three months.

(2) when, upon the request of the lay-off, the Employer determines the lay-off's work can be discontinued. The lay-off waives the three month priority staffing status;

or;

(b) (i) Severance Priority - The lay-off shall receive severance pay of two (2) weeks pay for the first complete year of continuous employment, two (2) weeks pay for the second complete year of continuous employment and one (1) week of pay for each succeeding complete year of continuous employment. The total amount of severance pay which may be paid under this sub clause shall not exceed 28 weeks of pay.

- (ii) The lay-off shall be provided priority staffing for eighteen (18) months from the last day of the lay-off notice period. Where a lay-off accepts an appointment that is not indeterminate the lay-off shall continue to be provided priority staffing for the length of the appointment plus three (3) months. At no time will the length of the priority status be less than eighteen (18) months.
- (iii) The Employer may waive the requirement to work the three month notice period or portion thereof and provide 13 weeks pay, or appropriate portion thereof in lieu:
  - (1) when the Employer determines the lay-off's work should be discontinued. The lay-off shall be provided priority staffing status for three months.
  - (2) when, upon the request of the lay-off, the Employer determines the lay-off's work can be discontinued. The lay-off waives the three month priority staffing status;
    - or;
- (c) Retraining - The lay-off shall, during the 3 month notice period be eligible for this option if:
  - (i) the lay-off has three (3) years of continuous service;
  - (ii) there is a specific vacant position or anticipated vacancy for which no other lay-off qualifies and the lay-off may become qualified with retraining; and
  - (iii) the employee and the Employer agree that the retraining can be completed within 12 consecutive months.

Retraining shall consist primarily of on-the-job training but may include course work or other formal training including college or university.

Where practicable, the retraining shall take place in the lay-off's headquarters.

Lay-offs undertaking retraining shall be paid at their current range. Upon successful completion of retraining, the lay-off shall be appointed to the position for which she/he was retrained. The Employer shall pay all authorized costs associated with retraining including but not limited to tuition, travel and relocation.

Continuation and completion of a retraining plan are subject to satisfactory performance by the lay-off. Lay-offs who are unsuccessful in

retraining shall be considered to be at the beginning of their lay-off period and they shall be notified in writing prior to the commencement of the lay-off period.

or;

- (d) Education Assistance - The lay-off may be eligible to apply for this option if:
- (i) the lay-off has 3 years of continuous employment.
  - (ii) the proposed program of study relates to positions within the Government.
  - (iii) the lay-off provides proof of acceptance in an educational program.

The Employer will pay for all of the costs of education assistance.

The lay-off is eligible for education assistance, which is 80% of the lay-off's current salary for a period of up to twelve months. The lay-off is not eligible for priority status and is not guaranteed any future employment with the Employer.

Education assistance may be paid out over a term longer than twelve months to permit the lay-off to attend two consecutive semesters of instruction; however, the total amount paid out will not exceed 80% of twelve months salary.

32.03 In the case of an employee who is laid-off for a second or subsequent time following the signing of this Agreement the amount of severance will be calculated on complete years of continuous service less any period in respect of which the employee was granted severance pay.

32.04 In the case of a term employee, which is a person other than an indeterminate employee who is employed in excess of four months, who is laid off the severance the employee receives shall not exceed the pay equal to the remainder of the term.

#### RESIGNATION, RETIREMENT AND DEATH

32.05 Employees commencing employment before September 2, 1995 shall receive severance pay on resignation, retirement or death in accordance with the severance pay provisions identified in Articles 32.05, 32.06 and 32.07 of the Collective Agreement between the Employer and the Union, which expired March 31, 1994, for the length (duration) of their employment.

TERMINATION FOR HEALTH REASONS

- 32.06 This Clause shall apply to an employee whose employment is terminated as a result of a recommendation made to the Employer that the employee was incapable of performing his/her duties because of chronically poor health; and when such occurs:
- (a) the employee shall be paid severance pay equal to the product obtained by multiplying his/her weekly rate of pay on termination of employment by the number of completed years of his/her continuous employment to a maximum of thirty (30), less any period of continuous employment in respect of which severance pay was previously granted.
  - (c) when employment is terminated under this Clause the employee shall have the right to waive his/her entitlement to severance pay and, in lieu thereof, be granted an equivalent period of leave with pay.

DISMISSAL, ABANDONMENT OF POSITION

- 32.07 An employee who is dismissed for cause from the Public Service or who has been declared to abandon his/her position shall not be entitled to severance pay.

VOLUNTARY SEPARATION

- 32.08 In the case of an employee terminated under Voluntary Separation the employee is eligible to severance as follows:

| <u>Complete Years of<br/>Continuous Service</u> | <u>Weeks of Pay at<br/>Regular Rate of Pay</u> |
|---|--|
| 1   | 15   |
| 2   | 16   |
| 3-4   | 17   |
| 5-6   | 18   |
| 7-8   | 19   |
| 9-10  | 22   |
| 11-12   | 25   |
| 13-14   | 28   |
| 15-plus   | 30   |

## ARTICLE 33

LAY-OFF

- 33.01 (a) (i) Where the duties of a position held by an employee are no longer required to be performed, the Employer may lay-off the employee. The Employer and the Union recognize the necessity and the justice of the application of the merit principle, which means qualifications and competence, in determining who will be laid off. It is agreed that where two (2) employees of equal merit face being laid off, length of service will be the deciding factor.
- (ii) In order to minimize the adverse effects of lay-off, the Employer will provide retraining where practical.
- (b) Disputes arising from the application of reasonable job offers and priority status to lay-offs in the hiring process shall be determined by **appeal to the Lay-off Dispute Officer**.
- (c) **The following timelines will apply to this appeal process:**
- i. **An appeal must be received by the Deputy Minister of Human Resources within four days after the Employee receives notice of a reasonable job offer or notice of lay-off in the manner set out in Section 3 of the Staffing Appeals Regulations.**
  - ii. **The Deputy Minister of Human Resources will provide the Union with a copy of the appeal upon receipt.**
  - iii. **The Lay-off Dispute Officer will conduct an appeal hearing within four days or within such further time as he or she may determine.**
  - iv. **Parties to the appeal include:**
    - a. **The Union**
    - b. **The GNWT**
    - c. **The Employee**
  - v. **Within three days after concluding an appeal hearing the Lay-off Dispute Officer shall prepare a report of his or her findings, the decision reached and the reasons for the decision.**
  - vi. **The Lay-off Dispute Officer shall provide all parties with a copy of the report without delay.**

**The Lay-off Dispute Officer shall:**

- i. **Where he/she finds that the job offer was reasonable, dismiss the appeal;**  
or
- ii. **Where he/she finds that the job offer was unreasonable, uphold the appeal and reinstate the full lay-off period;**  
or
- iii. **Where he/she finds the lay-off was given priority status, dismiss the appeal;**  
or
- iv. **Where he/she finds the lay-off was not given priority status, uphold the appeal and direct the Employer to rescind any appointment and reconsider the lay-off taking into account the lay-off's priority status.**

**Findings of the Lay-off Dispute Officer shall be final and binding to all parties.**

Priority Status means lay-offs are given priority over all other potential candidates including non laid off affirmative action candidates in the hiring process.

- 33.02 Before an employee is terminated by the Employer and the employee ceases to be an employee, the following provisions apply:
- (a) each such employee shall be given three (3) months lay-off notice in writing of the effective date of his/her lay-off;
  - (b) every employee shall be entitled to options in accordance with the provisions in Article 32;
  - (c) every employee subject to being laid-off shall, during the three (3) months notice period, be granted reasonable leave with pay for the purpose of being interviewed and examined by a prospective employer and to such additional leave with pay as the Employer considers reasonable for the employee to travel to and from the place where his/her presence is so required;
  - (d) the Employer shall make every attempt to provide a reasonable job offer within the employee's headquarters; including the consideration of appointment to positions occupied by employees who have applied for Voluntary Separation.
  - (e) employees who refuse a reasonable job offer by the Employer are no longer considered laid-off as per Article 2.01(t) and will receive severance in accordance to either Article 32.05 or 32.06;

- (f) employees who accept a lower level position shall continue for a period of one year, to receive the salary and negotiated pay increases she/he was receiving or would receive had she/he not been served with lay-off notice or laid off.

**33.03 An employee who is to receive a lay-off notice shall be given 24 hours advance notice of the meeting at which lay-off notice is to be given. The employee will be advised that he/she is entitled to have union representation at the meeting.**

#### ARTICLE 34

##### STATEMENT OF DUTIES

- 34.01 When an employee is first engaged or when an employee is reassigned to another position in the Bargaining Unit, the Employer shall, before the employee is assigned to that position, provide the employee with a current and accurate Statement of Duties of the position to which he/she is assigned.
- 34.02 Upon written request, an employee shall be entitled to a complete and current Statement of Duties and Responsibilities of his/her position, including the position's job evaluation level and point rating allotted by factor, where applicable.

#### ARTICLE 35

##### EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

- 35.01 (a) When a formal review of an employee's performance is made, the employee concerned shall be given the opportunity to discuss and then sign the review form in question to indicate that its contents have been read and understood. The employee shall also be given the opportunity to provide written comments to be attached to his/her performance appraisal. The employee shall be permitted up to 14 days from the time he or she is presented with the review form to provide his or her signature and written comments.
- (b) After the employee has signed the performance appraisal, the employee's supervisor who completed the appraisal shall not add any further comments.



- (c) Should the employee's reviewing officer add any comments to the employee's performance appraisal, the employee shall be entitled to comment on the reviewing officer's comments within 14 days of the date that the employee is provided with the reviewing officer's comments.
  - (d) The employee may use the grievance procedure in Article 37 to correct any factual inaccuracies in his/her performance appraisal.
  - (e) The formal review of an employee's performance shall also incorporate an opportunity for the employee to state his/her career development goals and that every effort be made to develop the career potentials of each individual through In-Service Training, Retraining, or any other facets of career development which may be available.
- 35.02 The Employer agrees not to introduce as evidence in the case of promotional opportunities or disciplinary action any document from the file of an employee, the existence of which the employee was not made aware, by the provision of a copy thereof at the time of filing or within a reasonable period thereafter.
- 35.03 Any document or written statement related to disciplinary action, which may have been placed on the Personnel file of an employee, shall be destroyed after 18 months of employment have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.
- 35.04 Upon written request of an employee, the personnel file of that employee shall be made available for his/her examination at reasonable times in the presence of an authorized representative of the Employer.

## ARTICLE 36

### JOB EVALUATION

- 36.01 During the term of this Agreement, if a new or revised Job Evaluation System is implemented by the Employer, the Employer shall before applying the new or revised Job Evaluation System, negotiate with the Union the rates of pay and the rules affecting the pay of employees for the evaluations affected. If the parties fail to reach agreement within sixty (60) days from the date on which the Employer submits the new or revised standard to the Union, the Employer may apply the new rates of pay and the Union may refer the matter to arbitration. The arbitrator's decision will be retroactive to the date of application of the new rates.

36.02 During the term of this Collective Agreement the Hay Job Evaluation Guide Charts, in conjunction with benchmark positions as set out in the Job Evaluation Manual, will be used for assessing the value of positions to which employees are assigned. Upon request, an employee shall be provided with access to a copy of the job evaluation manual including guide charts.

36.03 (1) Where an employee believes that his/her position has been improperly evaluated and prior to filing an appeal under Clause 36.04, the employee is encouraged to discuss the evaluation of his/her position with his/her supervisor or a representative of management who is knowledgeable in the job evaluation system.

(2) Upon request the employee shall be provided a copy of the job description for his/her position together with the point rating and the rationale supporting the point rating assigned.

36.04 (1) (a) Employees shall file job evaluation appeals directly with their Deputy Head. **At the same time as filing the appeal, the employee may provide any written documentation demonstrating that the employee:**

**(i) was substantially performing new or changed duties of a higher position, and**

**(ii) raised these concerns with the Employer.**

**The employee may appeal their job evaluation without submitting written documentation referenced in (i) and (ii).**

The Deputy Head shall refer the appeal to a Job Evaluation Appeal Board.

(b) The Job Evaluation Appeal Board shall consist of two representatives of the Employer and two representatives of the Union. All members of the Job Evaluation Appeal Board must be trained on the use of the Job Evaluation System.

(c) The Job Evaluation Appeal Board may sit in Yellowknife or at some other place in the Northwest Territories that may seem appropriate to the Board under the circumstances. The Board shall give the employee and/or the employee's representative an opportunity to be heard and to explain the reason(s) for the appeal.

(d) The Job Evaluation Appeal Board may by a unanimous decision, either determine that the employee's evaluation is proper or determine that the employee has been improperly evaluated in his/her position and determine the proper evaluation for the position.

- (e) The unanimous decision of the board is binding on the Employer, the Union and the employee until such time as that employee has been promoted, transferred, or the job description is changed by the Employer and has been re-evaluated.
- (2)
- (a) Should the Job Evaluation Appeal Board be unable to reach a unanimous decision, the employee may withdraw the appeal or request that the Deputy Head refer the appeal to a Job Evaluation Review Board.
  - (b) The Job Evaluation Review Board shall consist of a representative of the Employer, a representative of the Union and an independent chairperson. All members of the Job Evaluation System must be trained on the use of the Job Evaluation System.
  - (c) The Chairperson of the Job Evaluation Review Board shall be chosen by the Employer and the Union, where they fail to agree on the appointment of a Chairperson, the appointment shall be made by the Supreme Court of the Northwest Territories upon the request of either party.
  - (d) The Job Evaluation Review Board may sit in Yellowknife or at some other place in the Northwest Territories that might seem appropriate to the Board under the circumstances. The Board shall give the employee and/or the employee's representative an opportunity to be heard and to explain the reason(s) for the appeal.
  - (e) The Job Evaluation Review Board may, by a majority decision, either determine that the employee's evaluation is proper or the Board may, determine that the employee has been improperly evaluated in his/her position and determine the proper evaluation for the position.
  - (f) The majority decision of the Board is binding on the Employer, the Union and the employee until such time as that employee has been promoted, transferred, or the job description is changed by the Employer and has been re-evaluated.

36.05 An employee may withdraw his/her appeal at any time during the process described in this Article.

## ARTICLE 37

ADJUSTMENT OF DISPUTES

- 37.01 (1) The Employer and the Union recognize that grievances may arise in each of the following circumstances:
- (a) By the interpretation or application of:
    - (i) a provision of an Act, or a regulation, direction or other instrument made or issued by the Employer dealing with terms or conditions of employment;
    - (ii) a provision of this Collective Agreement or Arbitral Award.
  - (b) Disciplinary action resulting in demotion, suspension, or a financial penalty.
  - (c) Dismissal from the Public Service.
  - (d) Letters of discipline placed on personnel file.
- (2) The procedure for the final resolution of the grievances listed in (1)(a) above is as follows:
- (a) Where the grievance is one, which arises in circumstances outlined in (1)(a)(i) or in (d), the final level of resolution is to the Minister responsible for the *Public Service Act*.
  - (b) Where the grievance is one which arises out of the interpretation or application of the Collective Agreement the final level of resolution is to arbitration.
  - (c) Where the grievance arises as a result of disciplinary action resulting in demotion, suspension, or a financial penalty or dismissal from the Public Service, the final level of resolution is to arbitration.
- 37.02 If he/she so desires, an employee may be assisted and represented by the Union when presenting a grievance at any level.
- 37.03 An employee who wishes to present a grievance at any prescribed level in the grievance procedure, shall transmit this grievance to his/her immediate supervisor or local officer-in-charge who shall forthwith:

- (a) forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate level; and
  - (b) provide the employee with a receipt stating the date on which the grievance was received by him/her.
- 37.04 A grievance of an employee shall not be deemed to be invalid by a reason only of the fact it is not in accordance with the form supplied by the Employer. When filing a grievance, the employee shall make an effort to state the nature of the grievance, the circumstances from which it arose, the Articles that have been infringed upon and the redress sought.
- 37.05 Except as otherwise provided in this Agreement a grievance shall be processed by recourse to the following steps:
  - (a) First Level (first level of management)
  - (b) Final Level (Deputy Head)
- 37.06 The Employer shall designate a representative at each level in the grievance procedure and shall inform each employee to whom the procedure applies of the name or title of the person so designated, together with the name or title and address of the immediate supervisor or local officer-in-charge to whom a grievance is to be presented. This information shall be communicated to employees by means of notices posted by the Employer in places where such notices are most likely to come to the attention of the employees to whom the grievance procedure applies, or otherwise as determined by agreement between the Employer and the Union.
- 37.07
  - (a) The Union shall have the right to consult with the first level of management as part of processing the First Level Grievance.
  - (b) The Union shall have the right to consult with the designate of the Deputy Head prior to the Union presenting a grievance at the Final Level.
  - (c) The Union shall have the right to consult with the Financial Management Board Secretariat with respect to a grievance at each or any level of the grievance procedure.
  - (d) Where an employee is required to attend a meeting with the Employer or a representative of the Employer to deal with matters that may give rise to the suspension or discharge of an employee, that employee shall be advised 24 hours in advance of the meeting of his/her right to have a representative of the union at the meeting. At the employee's request, the meeting will be postponed for a maximum of three (3) working days.

- 37.08 An employee may present a grievance to the first level of the procedure in the manner prescribed in Article 37.04 not later than the fifteenth (15th) calendar day after the date on which he/she is notified orally or in writing or on which he/she first becomes aware of the action or circumstances giving rise to the grievance, excepting only where the grievance arises out of the interpretation or application with respect to him/her of this Collective Agreement, in which case the grievance must be presented within thirty (30) calendar days.
- 37.09 The Employer shall reply in writing to an employee's grievance within fourteen (14) calendar days at the first level, and within thirty (30) calendar days at the Final Level.
- 37.10 An employee 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 him/her, within fourteen (14) calendar days after that decision or settlement has been conveyed in writing to him/her by the Employer; or
  - (b) where the Employer has not conveyed a decision to him/her within the time prescribed in Article 37.10 within fourteen (14) calendar days after the day the reply was due.
- 37.11 Where an employee has been represented by the Union in the presentation of his/her 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.
- 37.12 No employee shall be dismissed without first being given notice in writing together with the reasons therefore. When the Employer dismisses an employee the grievance procedure shall apply except that the grievance may be presented at the final level.
- 37.13 The Union shall have the right to initiate and present a grievance on matters relating to health and safety to any level of management specified in the grievance procedure on behalf of one or more members of the Union.
- 37.14 An employee shall have the right to present a grievance on matters relating to the application or interpretation of this Agreement provided he/she first obtains the authorization of the Union prior to presenting such grievance.
- 37.15 An employee may, by written notice to the Deputy Head, withdraw a grievance provided that, where the grievance is one arising out of the application or interpretation of this Agreement, his/her withdrawal has the endorsement, in writing, of the Union.

- 37.16 The Union shall have the right to initiate and present a grievance to any level of management specified in the grievance procedure related to the application or interpretation of this Agreement on behalf of one or more members of the Union.
- 37.17 The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the employee, and where appropriate, the Union representative.
- 37.18 No proceedings under this Article are invalid by reason of any defect of form or any technical irregularity.

### ARBITRATION

- 37.19 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement including any question as to whether a matter is arbitrable or where an allegation is made that a term or condition of this Agreement has been violated, either of the parties may, after exhausting the grievance procedure in this Article, notify the other party in writing within twenty-one (21) days of the receipt of the reply at the Final Level, of his/her desire to submit the difference or allegation to arbitration under the *Public Service Act*.
- 37.20 (1) The parties agree that arbitration referred to in Clause 37.19 shall be by a single arbitrator, agreed upon by representatives of the parties from the following main and supplementary lists:
- (a) Main Arbitrators:
- Thomas Jolliffe  
Allan Hope  
**John Moreau**
- (b) Supplementary Arbitrators:
- Judi Korbin  
Gwen Randall  
Allen Ponak  
David Tettensor  
Robert Blasina  
**Adrian Wright**  
**Janet Alexander-Smith**
- (2) If the parties are unable to agree upon an arbitrator, either party may, within a 30 day period, apply to Supreme Court of the Northwest Territories to appoint an arbitrator from;

- (a) the main list referred to in Clause 37.20(1)(a); or
  - (b) in the event there are no arbitrators on the main list the parties will exchange lists consisting of two arbitrators they have selected from the supplementary list (37.20(1)(b)). Each party will then have the right to veto one of the arbitrators from the other parties' list. The selection will then be made from the remaining arbitrators by the Supreme Court of the Northwest Territories.
  - (c) When an arbitrator from the supplementary list (37.20(1)(b)) is used for four (4) formal arbitrations and neither the Union nor the Employer have any objections that arbitrator will be moved to the main list (37.20(1)(a)).
- (3) (a) Either party may have an arbitrator removed from either list by providing notice to the other party.
  - (b) An arbitrator can only be appointed to the main or supplementary lists by mutual consent of the parties.
- 37.21 (1) 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. An arbitrator in a discipline case has the power to rescind, alter or amend the disciplinary decision, including the ability to reinstate the grievor with full or partial compensation for lost wages, or the ability to award compensation in discipline or other alleged violations of the Collective Agreement.
- (2) The arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it.
- (3) The award of the arbitrator shall be signed by him/her and copies thereof shall be transmitted to the parties to the dispute.
- 37.22 The arbitrator shall not have the authority to alter or amend any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or to render any decision contrary to the terms and provisions of this Agreement, or to increase or decrease wages.
- 37.23 The Employer and the Union shall each pay one-half (1/2) of the remuneration and expenses of the arbitrator and each party shall bear its own expenses of every such arbitration.



- 37.24 Where a party has failed to comply with any of the terms of the decision of the arbitrator, either party or employee affected by the decision may, after the expiration of thirty (30) calendar days from the date of the release of the decision or the date provided in the decision for compliance, whichever is later, file in the office of Clerk of the Territorial Court, a copy of the decision, exclusive of the reason therefore in the prescribed form, whereupon the decision may be entered in the same way as a judgment or an order of that Court and may be enforceable as such.
- 37.25 Where an employee files a grievance against his/her dismissal from the Public Service, the provisions of Clause 37.19 apply.
- 37.26 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/she may:
- (a) direct the Employer to reinstate the employee and pay to the employee a sum equal to his/her wages lost by reason of his/her dismissal, or such less sum as in the opinion of the arbitrator is fair and reasonable; or
  - (b) make such order as he/she considers fair and reasonable having regard to the terms of this Agreement.

#### EXPEDITED ARBITRATION

- 37.27 As an alternative to the formal arbitration process set out in the foregoing paragraphs, by mutual agreement of the parties, a grievance may be referred to a previously agreed upon person who shall hear the grievance and who shall at the conclusion of the hearing, give an oral decision without reasons. Such decisions may not be used to alter, modify or amend any part of the appropriate Collective Agreement, and are made without precedent or prejudice to similar or like cases. Such a decision shall be final and binding upon both parties and no further action may be taken on that grievance by any means.

#### ARBITRATION FEE SCHEDULE

- 37.28 Arbitrators will be paid two hundred (\$200.00) dollars per hour for pre-hearing preparations, hearings, award preparations to a daily maximum of one thousand eight hundred (\$1,800.00) dollars. Travel time will be paid at a rate of one hundred and twenty-five (\$125.00) dollars per hour.
- 37.29 In the event the parties agree the Fee Schedule has become outdated new mutually agreed upon rates will replace the rates in Clause 37.28.
- 37.30 Any out of pocket expenses will be reimbursed separately.

## 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.
- 38.02 The Employer will seek the views of the Union before finalizing any plans to contract out work, which would or could result in employees becoming redundant. The Employer agrees to provide information, including the rationale, relevant to the work that is being reviewed for the potential of contracting out. If the Union provides its views in writing fifteen (15) days of the date the Employer formally advises of the intention to contract out work, the Employer will provide a formal response prior to finalizing its plans. The timeline may be extended by mutual consent of the parties and such request will not be unreasonably denied.

## ARTICLE 39

SUPERANNUATION

- 39.01 The *Public Service Superannuation Act* of Canada is a term or condition of employment for all eligible employees in the Bargaining Unit. Employee eligibility is determined by the *Public Service Superannuation Act*.
- 39.02 The parties agree that the Employer will pursue waivers to penalties to superannuation benefits arising from termination of employment due to lay-off.

## ARTICLE 40

SAFETY AND HEALTH

- 40.01 All standards established under the *Safety Act* and Regulations thereunder shall constitute minimum acceptable practice. The Employer shall continue to make all reasonable provisions for the occupational safety and health of employees. Such reasonable provisions shall include the provision of personal protection devices, such as alarms or other items which could enhance the safety of employees who are routinely required to work in potentially dangerous situations, where immediate help is not always available. The Employer will entertain suggestions on the subject from the Union and the Employer and the Union undertake to consult with a view to adopting and expeditiously carrying out reasonable procedures and techniques designed or intended to prevent or reduce the risk of employment injury.

- 40.02 (a) The Employer and the Union agree to establish **Joint** Health and Safety Committees. **There shall be a Union co-chair and an Employer co-chair.** A Committee shall be established for each work place where the Employer and the Union agree such a Committee is appropriate.

Each Committee shall consist of at least two persons, one of whom is an employee or, where the Committee consists of more than two persons, at least half of whom are employees who:

- (i) do not exercise managerial functions; and
- (ii) have been selected by the Union.

- (b) The following provisions will apply to the Health and Safety Committees:

(i) Powers of Committee

A Safety and Health Committee:

- (a) shall receive, consider and expeditiously dispose of complaints relating to the safety and health of the employees represented by the Committee;
- (b) shall maintain records pertaining to the disposition of complaints relating to the safety and health of the employees represented by the Committee;
- (c) shall co-operate with any occupational health service established to serve the work place;
- (d) may establish and promote safety and health programs for the education of the employees represented by the Committee;
- (e) shall participate in all inquiries and investigations pertaining to occupational safety and health including such consultations as may be necessary with persons who are professionally or technically qualified to advise the Committee on such matters;
- (f) may develop, establish and maintain programs, measures and procedures for the protection or improvement of the safety and health of employees;
- (g) shall monitor on a regular basis programs, measures and procedures related to the safety and health of employees;

- (h) shall ensure that adequate records are kept on work accidents, injuries and health hazards and shall monitor data relating to such accidents, injuries and hazards on a regular basis;
- (i) shall co-operate with safety officers appointed pursuant to the *Safety Act*;
- (j) may request from an Employer such information as the Committee considers necessary to identify existing or potential hazards with respect to materials, processes or equipment in the work place; and
- (k) shall have full access to all Government and Employer reports relating to the safety and health of the employees represented by the Committee but shall not have access to the medical records of any person except with the consent of that person.

(ii) Records

A Safety and Health Committee shall keep accurate records of all matters that come before it pursuant to subsection (b)(i) and shall keep minutes of its meetings and shall make such minutes and records available to a safety officer on his/her request. **Such minutes shall be approved by the Co-Chairs.**

(iii) Meetings of Committee

A Safety and Health Committee shall meet during regular working hours at least once each month and, where meetings are required on an urgent basis as a result of an emergency or other special circumstance, the Committee shall meet as required whether or not during regular working hours.

(iv) Payment of Wages

A member of a Safety and Health Committee is entitled to such time from his/her work as is necessary to attend meetings or to carry out any other functions as a member of the Committee, and any time spent by the member while carrying out any of his/her functions as a member of the Committee shall, for the purpose of calculating wages owing to him/her, be deemed to have been spent at his/her work.

(v) Limitation of Liability

No member of a Safety and Health Committee is personally liable for anything done or omitted to be done by him/her in good faith under the purported authority of this section or any regulations made under this section.

(vi) The Employer shall post and keep posted the names and work locations of all the members of the Safety and Health Committee established for the work place controlled by him/her in a conspicuous place or places where they are likely to come to the attention of his/her employees.

(c) The Employer and the Union shall, by mutual agreement, appoint Safety and Health representatives where the Employer and the Union agree such appointments are appropriate.

(d) The following provisions will apply to the Safety and Health representatives:

(i) Powers of Representative

A Safety and Health representative:

(a) shall receive, consider and expeditiously dispose of complaints relating to the safety and health of the employees represented by the representative;

(b) shall participate in all inquiries and investigations pertaining to occupational safety and health including such consultations as may be necessary with persons who are professionally or technically qualified to advise the representative on such matters;

(c) shall monitor on a regular basis, programs, measures and procedures related to the safety and health of employees;

(d) shall ensure that adequate records are kept on work accidents, injuries and health hazards and shall monitor data relating to such accidents injuries and hazards on a regular basis;

(e) may request from the Employer such information as the representative considers necessary to identify existing or potential hazards with respect to materials, processes or equipment in the work place; and

(f) shall have full access to all Government and Employer reports relating to safety and health of the employees represented by the representative but shall not have access to the medical records of any person except with the consent of that person.

(ii) Payment of Wages

A Safety and Health representative is entitled to such time from his/her work as is necessary to attend meetings or to carry out any other function as a Safety and Health representative of the Committee and any time spent by the Safety and Health representative while carrying out his/her functions as a Health and Safety representative of the Committee shall, for the purpose of calculating wages owing to him/her, be deemed to have been spent at his/her work.

(iii) Limitation of Liability

No Safety and Health representative is personally liable for anything done or omitted to be done by him/her in good faith under the purported authority of this section.

(iv) Posting of Name and Work Location

An Employer shall post and keep posted, in a conspicuous place or places where it is likely to come to the attention of his/her employees, the name and work location of the Safety and Health representative appointed for the work place controlled by him.

- 40.03 The Employer shall make reasonable efforts to refrain from assigning unnecessary outside work to an employee when extremely adverse outside weather conditions prevail.
- 40.04 For the purpose of the foregoing section, unnecessary work shall be taken to mean not requiring immediate attention to duties requiring outside work. The postponement of such could result in or might cause hazards or danger to the Employer's facilities or hazards, dangers, or discomfort to users of the Employer's services.
- 40.05 The Employer and the Union agree to encourage the employees to work in a safe manner and the employees shall observe the safety and health rules and practices established by the Employer. Employees failing to abide by safety rules and regulations may be subject to disciplinary action.

- 40.06 (a) Where the Employer requires an employee to undergo a specific medical, hearing or vision examination by a designated qualified medical practitioner, the examination will be conducted at no expense to the employee. The employee shall, upon written request, be able to obtain results of all specific medical, hearing or vision examinations conducted.
- (b) Employees shall authorize that the requested specific medical, hearing, or vision examination information be supplied to the Employer with the understanding that such information shall be maintained in a confidential manner in the Human Resource Section of the applicable Department, Board, Agency or Region. Employees shall not refuse to take such medical, hearing, or vision examinations.
- (c) Where an employee is required to undergo a medical examination in order to qualify for or maintain a license or other qualification required in the performance of that employee's duties, the examination will be conducted at no expense to the employee.
- (d) Where the Employer requires an employee to undergo vaccination, inoculation or other immunization, the vaccination, inoculation or other immunization will be conducted at no expense to the employee.
- 40.07 (a) Employees shall, as soon as practical, report all personal injuries and/or accidents, which occur on the job, to their immediate or designated supervisor. As deemed necessary, such accidents shall be jointly investigated by one member from management and one employee. Where practical, such members shall be from Joint Health and Safety Committees.
- (b) **If an issue arises regarding occupational health or safety, the Employee or the Union shall first seek to resolve the issue through discussion with the applicable immediate supervisor. If the issue is not resolved satisfactorily, it may then be forwarded in writing to the Committee.**
- 40.08 Employees who are required to attend First Aid and Safety training courses shall be granted time off with pay for such training. The Employer shall pay for such course fees and tuition.
- 40.09 Transportation of Injured Workers
- The Employer shall provide, at no expense to the employee, appropriate transportation to the nearest physician or medical facility and from there to his/her home or place of work depending on the decision of the attending physician, when such services are immediately required for an employee as a result of injury or serious ailment occurring in the work place.

#### 40.10 Right to Refuse Dangerous Work

An employee shall have the right to refuse to work in situations, which can reasonably be considered dangerous.

- (a) "danger" means any hazard or condition that could reasonably be expected to cause injury or illness to an employee or other persons exposed thereto before the hazard or condition can be corrected.
- (b) An employee may refuse to do any particular act or series of acts at work which he/she has reasonable grounds to believe are dangerous to his/her health or safety or the health and safety of any other employee at the place of employment until sufficient steps have been taken to satisfy him/her otherwise or until the Chief Safety Officer or his/her representative has investigated the matter and advised him/her otherwise.
- (c) The Employer shall not assign another employee to do the work assignment until a Union member and an Employer member of the Safety and Health Committee have investigated the situation and deemed it to be safe.

#### 40.11 The Right to Know

The Employer shall identify in writing new or presently used chemicals, substances or equipment present in the work area including hazards, precautions and antidotes or procedures to be followed following exposure.

40.12 Employees who are required to regularly work directly with Video Display Terminals (VDTs) shall have a 10 minute break away from the VDT after each hour of continuous operation.

### ARTICLE 41

#### NORTHERN ALLOWANCE

41.01 A Northern Allowance will be paid to every employee, based upon the community in which they are employed, in accordance with this Article.

- (i) The Allowance will be paid bi-weekly as set out in Article 24.02.
- (ii) The allowance for casual, relief, part-time and seasonal employees will be pro-rated to an hourly rate by dividing the annual rate for the community by the standard yearly hours (1950 or 2080).



(iii) No Allowance will be paid for overtime.

- 41.02 (a) The Union and the Employer agree that the methodology used to calculate the Northern Allowance shall form part of the Collective Agreement.

The Annual rates for Northern Allowance **effective April 1, 2009** are as follows:

| <b>Community</b>    | <b>Effective April 1, 2009<br/>Rates</b> |
|---------------------|--|
| Aklavik             | 19,204                                   |
| <b>Behchoko</b>     | <b>4,993</b>                             |
| Colville Lake       | 20,844                                   |
| Dawson City         | 8,176                                    |
| Deline              | 19,146                                   |
| Dettah              | 3,464                                    |
| Enterprise          | 5,830                                    |
| Fort Good Hope      | 18,928                                   |
| Fort Liard          | 7,456                                    |
| Fort McPherson      | 15,710                                   |
| Fort Providence     | 7,576                                    |
| Fort Resolution     | 8,982                                    |
| Fort Simpson        | 10,191                                   |
| Fort Smith          | 5,965                                    |
| <b>Gameti</b>       | <b>13,871</b>                            |
| Hay River           | 5,800                                    |
| Hay River Reserve   | 5,818                                    |
| Inuvik              | 14,121                                   |
| Iqaluit             | 14,236                                   |
| Jean Marie River    | 11,831                                   |
| Kakisa              | 7,488                                    |
| Lutselk'e           | 15,088                                   |
| Nahanni Butte       | 15,380                                   |
| Norman Wells        | 15,142                                   |
| Paulatuk            | 22,401                                   |
| Rankin <b>Inlet</b> | <b>18,303</b>                            |
| Sachs Harbour       | 22,944                                   |
| Trout Lake          | 19,068                                   |
| Tsiigehtchic        | 15,661                                   |
| Tuktoyaktuk         | 19,473                                   |
| Tulita              | 17,393                                   |
| <b>Ulukhaktok</b>   | <b>24,270</b>                            |
| <b>Wekweeti</b>     | <b>13,648</b>                            |
| <b>Whati</b>        | <b>13,614</b>                            |
| Wrigley             | 15,426                                   |
| Yellowknife         | 3,450                                    |

- 41.02 (b) **The annual rates for each community will be updated on April 1 of each year in accordance with the methodology.**

## ARTICLE 42

### ULTIMATE REMOVAL ASSISTANCE

- 42.01 An employee who terminates his/her employment with the N.W.T. Public Service and certifies his/her intention of leaving the Northwest Territories or moving to another settlement within the Northwest Territories will be entitled to Ultimate Removal Assistance, as outlined in this Article.

#### ENTITLEMENT

- 42.02 (a) (i) Length of Service

An employee's entitlement to Ultimate Removal Assistance is based on years of continuous service with the Government of the Northwest Territories as follows:

#### ENTITLEMENT

| Length of Service       | Entitlement |
|-------------------------|-------------|
| less than 3 years       | none        |
| 3 years but less than 4 | 50%         |
| 4 years but less than 5 | 60%         |
| 5 years but less than 6 | 70%         |
| 6 years but less than 7 | 80%         |
| 7 years but less than 8 | 90%         |
| 8 years and over        | 100%        |

A year of service is the twelve (12) month period to the anniversary date of initial appointment.

- (ii) Maximum Reimbursement

The entitlement to ultimate removal assistance under this Article is the applicable percentage of the amount for the community in which the employee is employed upon termination as set out in the schedule below:

### MAXIMUM REIMBURSEMENT SCHEDULE

| Community                | Maximum Assistance | Community         | Maximum Assistance |
|--------------------------|--------------------|-------------------|--------------------|
| Aklavik                  | 13,440             | Jean Marie River  | 7,710              |
| <b>Behchoko</b>          | 6,318              | Kakisa            | 6,595              |
| Colville Lake            | 10,880             | Lutselk'e         | 8,320              |
| Deline                   | 9,600              | Nahanni Butte     | 8,320              |
| <b>Dettah</b>            | 6,329              | Norman Wells      | 9,600              |
| Enterprise               | 6,595              | Paulatuk          | 13,440             |
| Fort Good Hope           | 10,880             | Rankin Inlet      | 8,634              |
| Fort Liard               | 7,924              | Sachs Harbour     | 14,720             |
| Fort McPherson           | 12,693             | Trout Lake        | 8,320              |
| Fort Providence          | 6,770              | Tsiigehtchic      | 12,372             |
| Fort Resolution          | 7,428              | Tuktoyaktuk       | 13,440             |
| Fort Simpson             | 7,710              | Tulita            | 9,600              |
| Fort Smith               | 5,737              | <b>Ulukhaktok</b> | 13,440             |
| <b>Gameti</b>            | 8,320              | <b>Wekweeti</b>   | 8,320              |
| Hay River                | 6,595              | <b>Whati</b>      | 7,680              |
| <b>Hay River Reserve</b> | 6,595              | Wrigley           | 8,191              |
| Inuvik                   | 12,800             | Yellowknife       | 6,329              |
| Iqaluit                  | 10,284             |                   |                    |

- (b) Laid off employees and the dependants of deceased employees shall be eligible for 100% of the amount for the community in which the employee is employed upon termination as set out in the schedule above.

In the case of the dependants of deceased employees the cost of shipping the body is in addition to the entitlement.

- (c) Subject to Article 42.02(a), employees hired after August 5, 1976, whose community of residence remains the same as his/her point of recruitment will be entitled to removal assistance as follows:

after 10 years of service, 100% entitlement .

- (d) **Where an employee is hired and subsequently appointed to either an indeterminate or term position, as long as the employee maintains continuous service, the point of recruitment will be deemed to be the employee's community of residence at the time of initial hire.**

**42.03 Payment of Ultimate Removal Assistance**

- a) **Payment of ultimate removal assistance as a lump sum will be made upon the provision of evidence satisfactory to the Department of Human Resources that the employee has moved from his/her community of residence. Such evidence must be submitted to the Department of Human Resources within twenty one (21) months from the date of termination.**
- b) **The employee is responsible for making all moving arrangements and paying for his/her move.**
- c) **Employees must move from his/her community of residence within eighteen (18) months from the date of termination**
- d) **If a former employee does not move from his/her community of residence within eighteen (18) months from the date of termination or has failed to submit satisfactory evidence, he/she will no longer be entitled to the Ultimate Removal Assistance.**
- e) **Only one entitlement will be paid per family unit.**

**EMPLOYEES HIRED BEFORE AUGUST 5, 1976**

**42.04** Subject to the maximum reimbursement rates set out in Article 42.02(a)(ii); all employees, including those hired locally, who were hired before August 5, 1976, may choose to use their previous ultimate removal entitlement of twenty dollars (\$20.00) per month of service. Although the maximum entitlement is twenty dollars (\$20.00) per month of continuous service, the claim must be backed by freight bills and travel receipts. The Territorial Government will not pay more than the total of the substantiated claim, nor will it pay more than a maximum of two thousand, four hundred dollars (\$2,400.00).

To be eligible for this assistance, employees who terminate their employment with the NWT Public Service must certify their intention to either:

- (a) leave the Northwest Territories forthwith; or
- (b) move forthwith to another settlement within the Northwest Territories.

An employee who chooses Ultimate Removal Assistance under this Clause, and who resides in a community outside of Churchill, Iqaluit, or outside of the MacKenzie Highway System, will continue to receive assistance from their community of residence to the nearest of those communities, and then be entitled to removal assistance as outlined in this Clause.

- 42.05 When this previous entitlement is exceeded by the entitlement under the current system, an employee will be covered instead by the current system.

NOTE:

An employee hired locally prior to August 5, 1976, may use his/her previous ultimate removal entitlement summarized in Clause 42.04 to any destination either inside or outside the Northwest Territories. For purposes of Clause 42.05, an employee hired locally prior to August 5, 1976, is entitled to ultimate removal assistance, in accordance with the current system, either to the point of departure or to any destination in the Northwest Territories, whichever is the lesser cost.

ARTICLE 43

RELOCATION EXPENSES ON INITIAL APPOINTMENT  
AND SUBSEQUENT MOVES AS AN EMPLOYEE

- 43.01 (a) The Employer will reimburse an employee for reasonable expenses incurred in moving with his/her dependants between places of duty or to his/her first place of duty on appointment to the Public Service.
- (b) Employees shall be compensated for travel at regular salary and at duty travel rates for the time in transit, to a maximum of three (3) days.

ENTITLEMENT

- 43.02 The following entitlements are subject to the limitations in Clause 43.07. Where the expenses for meals, lodgings, or other items cannot be kept within the entitlements laid down in these regulations, the claimant must explain the circumstances on his/her claim.
- 43.03 The following travelling expenses are allowed:
- (a) transportation by:
- (i) the most economical airfare (e.g. family plan);
- (ii) privately owned car (refer to Article 45 - Duty Travel).
- (b) The cost of meals and incidental expenses will be reimbursed in accordance with the duty travel article 45.05 for the employee and his/her spouse plus an amount equal to one-half of that rate for each other dependants.

- (i) at the start of the journey for a maximum of three (3) days.
- (ii) enroute for the time required to make the direct journey. Employees travelling by car will be allowed lodging and meal costs of not more than one day for each six hundred and forty-four kilometres 644 km. (400) miles of the trip, using the distances given in the Canadian Warehousing Official Distance Guide where these are listed and on the generally accepted kilometrages for the most direct route for other enroute distances.

The maximum claim payable for kilometrages, meals, and lodging enroute cannot exceed the total expense that would have been incurred had the trip been made under paragraph 43.03(a)(i).

- (iii) at destination while awaiting furniture or accommodation for up to twenty-one (21) days if dependants accompany the employee or up to ten (10) days if dependants are not with the employee.
  - (iv) for periods of interim lodging and meals at the start of the journey of more than three (3) days and for periods of interim lodging and meals at destination of more than twenty-one (21) days or ten (10) days, as applicable, the Employer may, in exceptional circumstances such as the lack of accommodation at destination, approve reimbursement for an additional period in reduced amounts to a maximum of \$7.50 per day per adult and \$5.00 per day for each child under six (6) years of age which will allow for the saving in home costs during the period.
  - (v) under no circumstances will an employee be granted interim lodging and meals exceeding twenty-one (21) days or ten (10) days as applicable, including the period at the start of the journey and at the destination without the approval of the Employer or his/her delegate.
- (c) Excess baggage to a maximum of six (6) pieces not more than 32 kg. (70 lbs) each for the employee and two (2) pieces not more than 32 kg. (70 lbs) each for each dependant where:
- (i) effects are moved separately by a slower method of transportation;
  - (ii) no other expenses are paid for the movement of effects.
- (d) expenses for facsimiles and telephone calls necessary to expedite shipment of effects.

- 43.04 The following entitlements shall apply to the movement and storage of effects:
- (a) where furnished accommodation is not provided at destination and or where the location is serviced by an all-weather road or rail line, the movement of effects not exceeding:
    - (i) for an employee who does not have dependants residing with him, 1,814 kg. (4,000 lbs);
    - (ii) for an employee who has dependants residing with him, 6,804 kg. (15,000 lbs).
  - (b) where furnished accommodation is provided by the Employer at locations not serviced by an all-weather road or rail line, the movement of effects not exceeding:
    - (i) for an employee who does not have dependants residing with him/her removal assistance for 680 kg. (1,500 lbs) of effects;
    - (ii) for an employee who has dependants residing with him/her removal assistance of 1,814 kg. (4,000 lbs) of effects.
  - (c) costs of packing, crating, unpacking, uncrating, transportation and in-transit insurance. If professional movers are not available in the community, the Employer may authorize payment for the cost of packing materials purchased by the employee from local stores and the cost of making crates, etc. by local people in lieu of packing costs by a professional mover;
  - (d) temporary storage pending availability of permanent accommodation where authorized by the Employer.
  - (e) long term storage at the nearest commercial storage facility when it is not in the interest of the Employer to move the effects. Under normal circumstances, this storage will not exceed three (3) years without the approval of the Employer.
  - (f) reimbursement of incidental expenses of the move not specifically provided in these regulations not exceeding:
    - (i) \$250.00 for an employee moving into unfurnished accommodation;
    - (ii) \$125.00 for an employee moving into furnished accommodation.

### REAL ESTATE COSTS

- 43.05 (a) An employee who owns and occupies a single family dwelling as a principal residence and is required to transfer from one place of duty to another in the service of and as an employee of the Government of the Northwest Territories may be reimbursed actual real estate, legal and notarial fees incurred in the sale of the residence, provided that the residence is sold and/or purchased within one year of the date the employee was authorized to transfer.
- (i) This benefit will not be applicable to employees upon initial appointment to the Public Service;
  - (ii) reimbursement will not be authorized without documented evidence of expenditures;
  - (iii) all claims for reimbursement are to be submitted to the Employer for authorization.
- (b) On initial appointment where a new employee is residing in his/her own home and must either sell or rent it and where this has not been accomplished prior to his/her relocation and he/she is making payments for accommodation at both his/her old and new residences, reimbursement will be made for the period of duplicate cost for a maximum period of three (3) months from the date of appointment for the lesser amount of:
- (i) the monthly mortgage payment on the old residence; or
  - (ii) the monthly rental payment on the new residence.

### COSTS OF BREAKING LEASES

- 43.06 All employees, both on initial appointment and on subsequent moves, shall be entitled to reimbursement for the cost of fulfilling the terms of the employee's tenancy not exceeding three (3) months, of leased premises at the old place of duty.

### LIMITATIONS

- 43.07 The following limitations shall apply:
- (a) in no case will a move be made without the prior approval of the Employer;



- (b) reimbursement shall be limited to costs which would have been incurred if the move had been carried out in the most practical and economical manner;
- (c) entitlement for lodgings obtained in a private home shall not exceed a daily amount of \$11.00 for the employee and \$3.00 for each dependant;
- (d) an employee who has an established residence at the place of duty at the time of appointment (other than one which he/she must vacate because it was owned by his/her previous employer) shall not be entitled to the benefits provided by this Article.
- (e) travel advances shall not exceed the estimated amount of the employee's entitlement under this Article.
- (f) where the total weight allowance for removal of effects is not used at the time of the initial move, the balance of the allowance cannot be claimed at a later date except in cases where transportation problems preclude transporting the total weight allowance in one shipment.

#### PROCEDURE

43.08 The Employer shall:

- (a) where local moving companies have been appointed as the exclusive booking agent for major van lines, select, on a rotational basis, a local moving company to handle the move;
- (b)
  - (i) where no local moving company has been appointed as the exclusive booking agent, request the employee to obtain from at least two (2) carriers, if possible, a quotation on moving his/her effects to his/her place of duty, including proposed date of delivery.
  - (ii) review the estimates and advise the successful moving company to commence the move upon direction from the employee;
- (c) advise the employee of the name of the moving company selected to perform the move;
- (d) issue the necessary travel advances and, if required, transportation warrants.

43.09 Within thirty (30) days of arrival, the employee shall submit:

- (a) a completed Travel Authorization and Expense Claim, attaching supporting receipts;

- (b) where reimbursement of incidental expenses is claimed under paragraph 43.04(f) a completed certificate as follows:

"Certifies that I have incurred expenses incidental to this move and not otherwise claimable in the amount of \$\_\_\_\_\_."

Claimant

- (c) a cheque for any unexpended balance of advances issued.

- 43.10 The Employer shall provide new employees with an information package specifically detailing what is covered by the provisions of this Article.
- 43.11 All claims for relocation expenses on initial appointment and subsequent moves of an employee shall be paid within six (6) weeks of receiving an expense claim from the employee.

NOTE:

For entitlement concerning transportation and purchasing assistance for foodstuffs, refer to Article 44 - Food and Transportation Assistance.

ARTICLE 44

FOOD AND TRANSPORTATION ASSISTANCE

- 44.01 Employees newly appointed or transferred for the first time to one of the settlements listed in Clause 44.03 will be given a recoverable allowance up to a maximum of \$5,000.00 per household, which will assist the employee in purchasing and transporting food supplies to cover his/her first twelve (12) months in the settlement.
- 44.02 Recovery of the allowance will be made through bi-weekly payroll deductions. The number of deductions will not exceed the term of employment in the Government of the Northwest Territories or twelve (12) months, whichever is the lesser period of time.
- 44.03 Settlements to which this Article applies:

**Uluhaktok**  
Paulatuk  
Sachs Harbour

## ARTICLE 45

### DUTY TRAVEL

- 45.01 An employee who is authorized to travel on Government business will be reimbursed for reasonable expenses incurred.

### ENTITLEMENT

- 45.02 Where the expenses for meals, lodging and other items cannot be kept within the entitlements laid down in this Article, the claimant must explain the circumstances on his/her claim and justify actual expenses by receipts.

### TRANSPORTATION

- 45.03 The cost of transportation is authorized as follows:
- (a) economy air (employees may be entitled to travel first class if proof is provided that economy air was not available on a required flight);
  - (b) privately owned car (refer to Article 45.10 to 45.15);
  - (c) chartered aircraft;
  - (d) first class rail with sleeping car, duplex roomette, or parlour car chair except that coach class should normally be used for short trips;
  - (e) rented or hired cars - where this is the most reasonable or economical means of travel;

### ACCOMMODATION

- 45.04 (a) Commercial Accommodation (Not Exceeding Fifteen (15) Calendar Days) - employees will be reimbursed for actual costs of authorized accommodation. Where possible employees shall use hotels, which provide special rates for Government employees. When making a reservation with a listed hotel, it should be clearly indicated that the accommodation is for a Government of the Northwest Territories employee in travel status and is to be at the Government agreed rate. Commercial accommodation expenses must be accompanied by receipts.

- (b) Accommodation for Periods in Excess of Fifteen (15) Calendar Days - normally the employee will be expected to make appropriate arrangements for suitable rental accommodation at weekly or monthly rates. This should be arranged prior to the start of the period in travel status or shortly after arrival.
- (c) Non-Commercial Accommodation - where employees make private arrangements for overnight accommodation, they may claim \$50.00 for each night. This rate will be adjusted as the Federal rate is changed.
- (d) Government Accommodation - employees on extended trips may be provided with temporary accommodation at the discretion of the Employer. Employees who obtain such lodging are not entitled to the \$50.00 non-commercial accommodation allowance referred to in Clause 45.04(c), and are financially responsible for any damage incurred. Employees provided with this accommodation are not required to pay rent if they are in receipt of a private accommodation allowance or are paying rent at their usual place of residence.

#### MEALS AND INCIDENTAL EXPENSES

- 45.05 (a) Expenses claimed under this heading are for the cost of meals consumed and for such incidental expenses as tips to miscellaneous service personnel, etc.

For periods of duty travel not exceeding fifteen (15) calendar days, a per diem rate of **\$104.75** will be paid. In the event an employee is in travel status for a part day only, the following amounts may be claimed:

|       |             |                |
|-------|-------------|----------------|
| (i)   | Breakfast   | <b>\$16.65</b> |
| (ii)  | Lunch       | <b>\$17.75</b> |
| (iii) | Dinner      | <b>\$53.05</b> |
| (iv)  | Incidentals | \$17.30        |

If meals are provided as part of the cost of transportation, they cannot be claimed for by the employee.

These rates will be adjusted as the Federal rates are changed.

#### NOTE:

Where the actual cost of meals and services exceeds the maximum allowance, and where the reason for this excess can be justified, and the expenses supported by receipts (cost of meals is not to be included on hotel bill), the employee will be reimbursed for the actual expense incurred. Where receipts

cannot be provided, reimbursement will be made for the meal allowances outlined above.

- (b) Except in communities where housekeeping units or reasonable room and board are not available, when travel status extends beyond fifteen (15) calendar days in one location, the maximum amount claimable per day for meals shall be reduced to fifty (50%) percent of the amounts identified in 45.05(a) for all days in excess of fifteen (15) calendar days.
- (c) An employee may not be treated as "in travel status" if he/she is appointed to the establishment of one head-quarters area, but his/her duties are carried out at another location during the major portion of the time or continuously.
- (d) Where the return trip is made in one day, the amount claimable shall be on the basis of meals only.

#### OTHER EXPENSES

45.06 Employees may be reimbursed for:

- (a) long distance telephone calls of an official nature providing that an explanation is provided. Where an employee is required to remain absent from his/her home over a week-end, and has been on continuous travel status for two (2) or more days preceding the week-end, he/she shall be reimbursed for a personal long distance call not to exceed five (5) minutes (to be supported by receipts where available);
- (b) baggage - for storage and excess baggage charges where this is in the performance of duty and a satisfactory explanation is provided;
- (c) taxis - the use of taxis must be explained except where the purpose is self-evident. Taxis should not be authorized for repeated trips between the same place where convenient public transportation is available.
- (d) laundry - after 7 consecutive days on duty travel, a maximum of \$20.00, and the same amount for each subsequent 7 days, if not supported by receipts; or after 5 consecutive days on duty travel a maximum of \$20.00 and the same amount for each subsequent 5 days supported by receipts in all cases.
- (e) local phone calls for business purposes.
- (f) payment of casual wages for service personnel where a satisfactory explanation is provided, not to exceed \$50.00.

- (g) Child care expenses - employees may be reimbursed a maximum of **fifty dollars (\$50)** per day per child upon provision of receipts, if the employee, due to the requirement to travel on behalf of the Employer, incurs child care expenses which exceed those which would have normally been incurred.

#### LIMITATIONS

- 45.07 Notwithstanding Clause 45.06(f), no item of "other expenses" or transportation in excess of **ten dollars (\$10.00)** will be reimbursed unless it is supported by a receipt.
- 45.08 The following expenses will not be allowed:
- (a) purchase of briefcases, fountain pens, tools or any other supplies or equipment;
  - (b) rental of television or radio receiving sets, where not included in the charge for lodgings;
  - (c) purchases of a personal nature, such as baggage, clothing, etc.;
  - (d) subject to Clause 45.06(a), telephone, telegraph, cable, or radio messages of a personal nature except in the case of unavoidable delay in arrival home;
  - (e) expenses of any kind incurred during stopovers for personal reasons or during periods of leave, with or without pay;
  - (f) any losses of money or of personal belongings.

#### PROCEDURE

- 45.09
- (a) The Employer shall authorize duty travel by signing the Travel Authorization and Expense Claim before the start of the trip.
  - (b) This form is to be submitted as a request for an advance of travel expenses where this is required.
  - (c) All requests for advances should be submitted at least three (3) working days before the trip commences.
  - (d) The form will be returned to the claimant along with the cheque for the advance.

- (e) Within ten (10) days of completing the trip, the employee shall submit his/her claim for expenses on the pre-authorized form for approval by the Employer, along with a personal cheque to cover any amount by which the travel advance exceeds the total of the claim.
- (f) No employee is allowed to have more than one travel advance outstanding at any one time, unless circumstances indicate the need for two. Failure to comply with this regulation will result in automatic payroll deductions being initiated for the total amount of the advance.

#### TRAVEL BY PRIVATELY OWNED CAR

- 45.10
- (a) The Employer will reimburse an employee who, with prior authority, uses a privately owned car for necessary travel on Government business or on removal.
  - (b) The use of a privately owned car shall not be authorized when, because of the additional time involved, commercial transportation would be more reasonable and practicable.
  - (c) When the total cost of the trip, including the cost of meals, lodging and incidental expenses exceeds the cost of the same journey by ordinary commercial means, reimbursement shall be limited to the commercial cost.

#### ENTITLEMENTS

45.11 Subject to Clauses 45.13 and 45.14, the following entitlements are provided:

- (a) where the use of privately owned car is authorized:
  - (i) for the Employer's rather than the individual's convenience - an allowance of **0.545** cents per kilometre for travel within the Northwest Territories and **0.495** cents per kilometre for travel elsewhere;
  - (ii) for the individual's rather than the Employer's convenience - an allowance of **28** cents per kilometre.

These rates will be adjusted as the Federal rates are changed.

- (b) reimbursement for ferry, bridge, road and tunnel tolls and parking charges;
- (c) other travel expenses where applicable.

### LIMITATIONS

- 45.12 The following limitations shall apply:
- (a) persons not covered by personal insurance shall not be authorized to use a private car on Government business;
  - (b) the Government will not pay for any additional cost of insurance which may be required on the employee's car by reason of using it on Government business;
  - (c) the distance allowance for enroute travel shall be calculated:
    - (i) for enroute travel, on distances given in the Canadian Warehousing Official Distance Guide, where these are listed, e.g. Yellowknife to Edmonton - 1,514 km. (938 mi);
    - (ii) for other enroute distances, on the generally accepted kilometrages for the most direct route.
  - (d) no additional distance allowance will be paid where other employees on duty are carried as passengers.
- 45.13 The Employer will not pay any claims for damage, loss or liability incurred by an employee while driving an automobile on Government business other than those claimed under the *Workers' Compensation Act*.

### PROCEDURE

- 45.14 (1) The Employer shall authorize distance allowance by signing the Travel Authorization and Expense Claim before the start of the trip.
- (2) Upon completion of the trip, the claim shall:
- (a) be completed by the employee;
  - (b) be supported by receipts for lodging, etc. (where applicable);
  - (c) show separately details of:
    - (i) enroute kilometrages;
    - (ii) business kilometrages (if any) in lieu of taxis at destination;
  - (d) be submitted to the Employer for approval and payment.



### HEADQUARTERS TRAVEL

- 45.15 The Employer will reimburse employees for unusual transportation expenses necessarily incurred while carrying out their duties within their headquarters area.

### ENTITLEMENT

- 45.16 Subject to the Employer's approval, payment shall be made for transportation in the headquarters area of the employee in the following circumstances:
- (a) for a taxi between home and place of duty where the employee is required to work after normal hours and circumstances such as the combination of late hours, weather, and distance make it unreasonable to use his/her normal means of getting to or from work;
  - (b) where transportation is necessary for such reasons as the carrying of bulky documents or because of the time factor and the method chosen is the most economical under the circumstances.

### LIMITATIONS

- 45.17 Except with the prior approval of the Employer, no payment shall be made for daily transportation expenses within a headquarters area between the home of an employee and his/her place of duty.

## ARTICLE 46

### UNIFORMS AND PROTECTIVE CLOTHING

- 46.01 Where an employee's work is of a nature where health and cleanliness must be maintained or where special identification will aid in the effective performance of duties and in meeting particular program objectives, the Employer will provide uniform clothing free of charge to employees.
- 46.02 Uniform clothing Issue is defined as items of wearing apparel, maintained at an acceptable standard at the employee's expense, generally consisting of:
- (a) outer clothing worn on duty indoors or outdoors;
  - (b) footwear;
  - (c) gloves and ties.
- 46.03 Uniform clothing Issues provided free of charge to employees and replaced free of charge under prescribed conditions will be considered items of Government property.

TERMS AND CONDITIONS OF UNIFORM CLOTHING ISSUE

- 46.04 (a) Uniform clothing Issues are to be worn only when employees are on duty.
- (b) The responsibility of maintaining uniform clothing Issues clean and in good repair rests with employees.
- (c) Loss of, or damage through negligence, to uniform clothing Issues will result in an assessed charge to the employee.
- (d) In the event a uniformed employee terminates or transfers to a non-uniformed position, the employee shall be given an option to purchase selected uniformed clothing items at a reasonable price based on the age and condition of the selected items.
- 46.05 Custodial workers will be supplied smocks or coveralls. Custodial workers who are required to work outdoors in the winter will be provided insulated coveralls.
- 46.06 An annual allowance of two hundred **and fifty** dollars (**\$250**) will be provided to those employees who the Employer, the **Workers' Safety and Compensation Commission** or the NWT *Safety Act* deems to require safety footwear and gloves. **Employees who are on strength September 1<sup>st</sup> will receive this allowance on the employee's first pay in September.** This annual allowance will not be paid where an employee is provided with safety footwear by the Employer.
- 46.07 Dry Cleaning Allowance for Uniforms
- Employees who are provided, by the Employer, with uniforms that require dry cleaning shall be paid an allowance of one **hundred and seventy-five dollars (\$175.00)**. **Employees who are on strength September 1<sup>st</sup> will receive this allowance on the employee's first pay in September.**

## ARTICLE 47

EDUCATIONAL LEAVEPURPOSE

- 47.01 The Government of the Northwest Territories recognizes the need to develop a Public Service capable of effectively and efficiently administering Government policy and programs. The skills and knowledge required to deliver programs can be recruited or developed from within the organization. Education Leave provides a means to meet organizational requirements through manpower planning programs as established for the Public Service or individual departments.

DEFINITION OF EDUCATION LEAVE

- 47.02 For the purposes of this Article, Education Leave is defined as leave granted, with Government assistance, to undertake full-time post-secondary studies for a period of not less than one academic year at a recognized university, community college, or technical institute.

"Academic Year" equals two (2) full program semesters, completed in succession, or completed within a twelve (12) month period.

NOTE:

This Article does not apply to Leave Without Pay which may be granted to employees for education or other purposes.

ELIGIBILITY

- 47.03 All applicants for Education Leave must satisfy the following requirements:
- (a) An employee must have three (3) years of continuous service with the Government of the Northwest Territories prior to the commencement of any Education Leave. This requirement may be waived in unusual circumstances.
  - (b) No employee may be granted Education Leave unless there is departmental evidence of satisfactory performance and potentials supported by a current performance appraisal.

### LEVELS OF ASSISTANCE FOR EDUCATION LEAVE

47.04 All Education Leave includes assistance for tuition, travel costs, and one full removal in and out for the purposes of Education Leave. Allowances in lieu of salary may also be paid to employees on Education Leave. The level of assistance paid will be determined by the following criteria:

(a) Education Leave Without Allowance in Lieu of Salary

Basic assistance, as outlined above, will be paid to employees who request Education Leave to further their post-secondary education with the objective of obtaining qualifications that are generally relevant to present or future requirements of the Territorial Public Service.

(b) Education Leave with Partial Allowance in Lieu of Salary

A minimum allowance equivalent to 50% (fifty percent) of present salary will be paid to a candidate, when, in order to make the most economical use of existing manpower and to capitalize on accumulated experience, knowledge and capability, a Deputy Head selects the employee to meet an identified need rather than recruit outside the Territorial Public Service.

Recognizing that 50% (fifty percent) of salary may prove a financial burden to employees who will be continuing their studies beyond a one (1) year program, a 10% (ten percent) increase will be added to the allowance in lieu of salary in each consecutive year of study, up to a maximum of 80% (eighty percent).

(c) Education Leave With Full Allowance in Lieu of Salary

An allowance equivalent to 100% (one hundred percent) of present salary will be paid to employees on Education Leave, when:

- (i) An employee whose skills become technically obsolete requires retraining to satisfactorily carry out his/her work.
- (ii) An employee agrees to undertake a full course of studies at the request of his/her Deputy Head when qualified persons cannot be recruited to carry out essential work.

### ADMINISTRATION PROCEDURES

47.05 (a) Applications for Education Leave will be accepted by the Employer between January 1st and February 15th of each calendar year. The Employer will also receive applications between September 15th and

September 30th, for employees who wish to begin Education Leave during the winter session of the university year.

- (b) Each application will include details of courses sought and the full intended length of Education Leave. The application must be endorsed by the Deputy Head of the sponsoring Department and forwarded to the Employer to be screened and processed.
- (c) The Deputy Head of the sponsoring Department must guarantee a position within the Department, or have a guarantee from a Deputy Head of another Department for a position, at a level not lower than the one presently held, to which the employee will be assigned upon return from Education Leave.
- (d) Prospective applicants will be interviewed by a Review Board, comprised of the Deputy Secretary of Human Resource Management or his delegate and the Deputy Head of the sponsoring Department, to determine justification for the leave and the level of assistance sought.
- (e) Travel costs and arrangements for the initial interview will be the responsibility of the sponsoring Department.
- (f) The Minister of Education, Culture and Employment will forward the recommendation of the Review Board to the Executive Council for approval of:
  - (i) the granting of the leave;
  - (ii) the level of assistance to be paid.
- (g) Education Leave will be granted on a one year basis. A program of studies that requires a longer term will be resubmitted annually between January 1st and February 15th. This provision will provide the opportunity for counselling, and to assess whether satisfactory progress is being made in the studies undertaken. It will also provide the Deputy Head with the opportunity to re-evaluate departmental needs in line with reorganization or other considerations.
- (h) Successful applicants will be required to sign and abide by the terms and conditions of the Leave of Absence Agreement with the Employer.
- (i) Proof of acceptance at a recognized university or community college must be submitted, along with a course outline, before proceeding on Education Leave.

- (j) Documentation and removal arrangements will be coordinated by the Employer.
- (k) Employees recommended for a consecutive year of Education Leave will normally return to regular work assignments between academic years. Travel costs and housing accommodation for temporary work assignments will be provided by the Employer and allowed at single status only.
- (l) Employees on Education Leave cease to earn leave credits, except for any period of temporary employment.
- (m) Deductions based on earnings will drop correspondingly with reduced earnings.

47.06 Where a request for leave under this Article has been submitted by an employee, the Employer shall, within a reasonable period from the date of the employee's submission, advise the employee whether his/her request has been approved or denied.

## ARTICLE 48

### SHORT TERM LEAVE FOR TRAINING PURPOSES

- 48.01 Leave **with or** without pay to take advanced or supplementary professional or technical training of less than one academic year may be granted to employees with the approval of the Employer.
- 48.02 Such leave shall be based on an appraisal of the present and future job requirements and/or the qualifications of the employee applying and shall be granted only to meet the identified needs.
- (a) Full or partial financial assistance in respect of salary, tuition, travelling and other expenses may be granted during such leave:
    - (i) where the employee has become technically obsolete and requires retraining to satisfactorily carry out the work; or
    - (ii) where the courses are required to keep the employee abreast of new knowledge and techniques in his field of work or to maintain certification; or
    - (iii) where qualified persons cannot be recruited to carry out essential work and it is necessary to train present employees.

- (b) Under this Article, leave with full or partial financial assistance in respect of salary will carry with it the obligation to return after leave to work for the Public Service in the Northwest Territories for a period equivalent to the leave.
- 48.03 Where a request for leave under this Article has been submitted by an employee, the Employer shall, within a reasonable period from the date of the employee's submission, advise the employee whether his/her request has been approved or denied.
- 48.04 Education Assistants and School Community Counsellors attending conferences approved by the Employer shall be on leave with pay and will have their travel and conference expenses paid.
- 48.05 An employee who attends a recognized educational institution in order to remain certified in a professional occupation, when such certification is required by law and used in the normal course of employment, shall be granted leave with pay. The Employer will reimburse the employee any registration or tuition fees incurred by the employee and all travel expenses in accordance with Article 45 of the Agreement.
- 48.06 Where approved by the Employer, employees shall be reimbursed, upon successful completion, for correspondence courses and other training taking place outside of their normal working hours. This may include expenses related to tuition and course materials. Approval by the Employer and reimbursement of expenses shall not be unreasonably denied.

## ARTICLE 49

### DEFERRED SALARY LEAVE PLAN

- 49.01 The deferred salary leave plan enables employees to take six months or one year of leave from the Public Service and to finance this leave through a deferral of salary in previous years.
- 49.02 Under this plan, participating employees agree to defer a portion of their salary for four or four and one half consecutive years and the Employer agrees to grant the employee leave in the fifth year or the last six months of the fifth year, and to use the amounts deferred in the previous four or four and one-half years to pay the employee's salary during the period of the leave. Participation in the plan is subject to operational requirements.
- 49.03 During the period of leave, employees may engage in whatever activities they wish except work for the Public Service.

- 49.04 The individual plan for each participating employee is a six year period consisting of the following:
- (1)
    - (a) The first four consecutive years during which the employee draws 80% of salary earned in each of the four years and defers the remaining twenty percent (20%);
    - (b) The fifth consecutive year in which the employee takes the leave, and is paid from the amounts deferred above; and
    - (c) The sixth consecutive year in which the employee returns to employment with the Public Service of the Northwest Territories for a minimum of one year;

or,

  - (2)
    - (a) The first four consecutive years and six consecutive months during which the employee draws 90% of salary earned in each of the four years and six months and defers the remaining 10%;
    - (b) The last six consecutive months of the fifth consecutive year in which the employee takes the leave, and is paid from the amounts deferred above; and
    - (c) The first six consecutive months of the sixth consecutive year in which the employee returns to employment with the Public Service of the Northwest Territories for a minimum of six months.
- 49.05 Participation can begin at any time during the year.
- 49.06 There is no maximum number of employees allowed to enter the plan.
- 49.07 Deputy Heads ensure that approved leaves do not impair the future operation of their Department.
- 49.08 Employees make written application to their Deputy Head. Applications should state the proposed start of the salary deferral and the proposed period of leave.
- 49.09 The Deputy Head reviews the application and the requirements of the Department and notifies the employee and the Financial Management Board Secretariat at least six weeks prior to the start of salary deferral.
- 49.10 Each participant will sign an agreement covering the details of the plan.



- 49.11 In each year of the plan preceding the period of the leave, the employee will be paid 80% or 90% of the applicable salary. The remaining 20% or 10% of salary will be deferred and this amount will be retained in trust by the Employer to finance payments during the period of leave.
- 49.12 The deferred salary will be placed in a trust fund by the Government and any returns on the investment of the trust will be paid to the participant at the end of each calendar year.
- (a) The money held in trust will be pooled with other Government funds and the employee will be credited with the average rate of return on those funds.
  - (b) Investments will be restricted to those eligible under Section 57(1) of the *Financial Administration Act*.
  - (c) A statement of the individual's account will be provided to each participant for the end of each calendar year.
  - (d) Interest earned will be reported on the participant's T-4.
- 49.13 During the period of leave, the participant shall receive, if on a one year leave, one twenty sixth or, if on a six month leave, one thirteenth of the amount deferred plus any trust fund returns in each pay period, less applicable deductions. No additional payments to the participant can be made such as loans, subsidies, allowances or salary.
- 49.14 Income tax will be deducted in accordance with the provisions of the *Income Tax Act* and its Regulations.
- 49.15 During the first four or four and one-half years of the plan, the Employer shall provide employee benefits at a level equivalent to 100% of salary. Benefits and premium recoveries for the period of leave will be governed by the rules for Leave Without Pay. All benefits cease except Public Service Health Care Plan, superannuation, supplementary death benefit, disability insurance, and dental coverage. Premiums for these plans are payable by the employee. Arrangements can be made to have deductions from pay for some of these benefits.
- 49.16 Upon return from leave, the Department will, wherever possible, place the employee in the position held at the commencement of the leave. Where this is not possible, the employee will be placed in an agreed upon equivalent position. If the employee's position is deleted from the establishment while the employee is on leave, the employee will be entitled to the same rights and benefits had the employee been in the position when it was deleted.

- 49.17 Returning employees will have their salary review date moved in accordance with 24.10(c).
- 49.18 The Employer shall cancel participation in the plan and shall refund, within 60 days, the total of the deferred salary plus earnings from the plan, if the employee dies or employment is otherwise terminated.
- 49.19 Where operational requirements would not be met if the employee proceeded on leave in the fifth year, or where exceptional changes in personal circumstances make the leave unfeasible, the Employer will give the employee the choice of the following:
- (a) withdrawing from the plan and taking a refund of the total in the deferred salary account; or
  - (b) deferring the period of leave to either the sixth or seventh consecutive year or to some other mutually agreeable time.
- 49.20 Upon withdrawal from the plan the total in the account will be repaid to the employee within 60 days of the notification of withdrawal.

## ARTICLE 50

### INDEMNIFICATION

- 50.01 Indemnification means the defence and settlement of actions, proceedings or prosecutions against Employees (including payment of any legal costs, damages or other monies payable by Employees in respect of such actions, proceedings or prosecutions) arising out of acts performed or not performed by them at any time in the course of and within the scope of their employment and duties in the public service.
- a) Employees who are served with, or receive, notice of any action, proceeding or prosecution in respect of which they are entitled to Indemnification shall notify their Deputy Head as soon as they are able.
  - b) Upon receipt of notification from an Employee, the Deputy Head shall refer the matter to the Deputy Minister of Justice.
  - c) The Deputy Minister of Justice shall examine the matter, to decide if the Employee is entitled to Indemnification.
  - d) If the Deputy Minister of Justice determines that the Employee is entitled to Indemnification, the Deputy Minister of Justice shall forthwith meet with the employee and appoint counsel that is mutually agreeable

to both parties. Should the parties be unable to agree on counsel that is satisfactory to both, the Deputy Minister of Justice shall unilaterally appoint counsel to act on behalf of the Employee. In the case of actions, proceedings or prosecutions covered under a policy of insurance maintained by the GNWT, the insurer under such policy retains the exclusive right, without consultation with the Employee, to appoint legal counsel to act on behalf of the Employee.

- e) The Employer shall pay all legal fees, damages, or other monies payable in connection with the defence or settlement of any action, proceeding or prosecution in respect of which an Employee is entitled to indemnification.

## ARTICLE 51

### SEXUAL HARASSMENT

- 51.01 The Government of the Northwest Territories 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.
- 51.02 Sexual harassment is defined as any conduct, gesture or contact of a sexual nature that:
- (a) is likely to cause offence or humiliation; or
  - (b) that might, on reasonable grounds, be perceived by an employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.
- 51.03 A grievance under this Article may be initiated at any step of the grievance procedure. Grievances under this Article will be handled with all possible confidentiality and dispatch.

## ARTICLE 52

### RESIGNATION

- 52.01 An employee may, within **forty-eight (48)** hours of resigning, withdraw the resignation. The Employer will not process a resignation until the **forty-eight (48)** hours have elapsed.

## ARTICLE 53

PUBLIC SERVICE HEALTH CARE PLAN

- 53.01 The Employer agrees to continue the past practice with respect to its participation in the Public Service Health Care Plan unless there is mutual agreement between the parties to change the practice or the Plan.

## ARTICLE 54

DENTAL PLAN

- 54.01 Employees will be covered under Dental Plan 9D.

## ARTICLE 55

VIOLENCE IN THE WORKPLACE

- 55.01 The Employer and the Union recognize that every employee has a right to freedom from violence in the workplace. Violence refers to any conduct directed towards a staff member that hurts or causes harm through verbal, physical, sexual or psychological means. Workplace violence involves any incidents where an employee is abused, threatened, or assaulted during the course of his/her employment. This includes the application of force, threat with or without a weapon and severe verbal abuse.
- 55.02 (a) It is further recognized that certain employees, while in the workplace may be at risk of physical violence or verbal abuse from clients, persons in care or in custody, or the public.
- (b) Where such risk exists, the Employer and the Union shall meet to determine appropriate responses. In addition, the Employer shall:
- (i) provide non-violent crisis intervention training;
  - (ii) clearly inform employees of the potential for physical violence or verbal abuse from a client, a person in care or in custody, or a member of the public;
  - (iii) make available immediate defusing, critical incident stress debriefing, and/or post-traumatic counselling to employees who have suffered as a result of workplace violence.

- 55.03 When an employee has suffered violence in the workplace, the Employer will immediately investigate the situation in accordance with the steps outlined in the Safety and Health Provisions of this Collective Agreement, the *Safety Act* and any other relevant jurisdictional policies and procedures.
- 55.04 The Employer will keep the appropriate Union representatives informed of ongoing developments for each situation under investigation.

## ARTICLE 56

### JOINT CONSULTATION

- 56.01 The parties acknowledge the mutual benefits to be derived from joint consultation and agree to establish a Union-Management Senior Joint Consultation (SJC) Committee to provide joint consultation on terms and conditions of employment, and other matters of mutual concern. The SJC Committee shall discuss and attempt to arrive at mutually agreeable solutions to problems or issues identified by either party.
- 56.02 The terms of reference of the SJC Committee shall be determined jointly by the parties, be subject to amendment only by mutual consent, and form part of the Collective Agreement. Terms of reference shall be developed within six months of the signing of the Collective Agreement.
- 56.03 SJC Committee meetings shall be held when required, with no fewer than one per quarter, by agreement of the President of the Union and the Secretary of the Financial Management Board, or his/her designated representatives. Additional meetings may be convened as required at the request of either party.
- 56.04 No SJC Committee meeting will be official unless at least three (3) representatives from each party attend, including the President of the Union and the Secretary of the Financial Management Board, or his/her designated representatives.
- 56.05 Up to three (3) Union members of the SJC Committee who are not on leave under article 12.09 shall be granted leave with pay to attend SJC Committee meetings.
- 56.06 Minutes of the Committee meetings shall be prepared and signed by at least one member of each party.

## ARTICLE 57

MEMBERSHIP FEES

- 57.01 The Employer shall reimburse an employee or on behalf of the employee, pay for membership, registration, licensing or certification fees to an organization, governing body, or government agency when the payment of such fees is a requirement for the performance of the duties of the employee's position.
- 57.02 Membership dues referred to in Article 13, Check-off, of this Agreement are specifically excluded as reimbursable fees under this Article.

## ARTICLE 58

RE-OPENER OF AGREEMENT AND MUTUAL DISCUSSIONSRE-OPENER OF AGREEMENT

- 58.01 This Agreement may be amended by mutual consent.

MUTUAL DISCUSSIONS

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

## ARTICLE 59


DURATION AND RENEWAL

- 59.01 The term of this Agreement shall be **three (3)** years, from April 1, **2009** to March 31, **2012**.

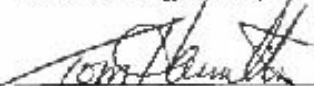
The pay schedules contained in Appendix B shall be effective April 1, **2009**. All other provisions of this Agreement shall take effect on the date of ratification, unless another date is expressly stated.


- 59.02 Notwithstanding the proceeding, 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.

- 59.03 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.
- 59.04 Where notice to commence collective bargaining has been given, the Employer shall not without the Union's consent, 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 to bargain was given and while negotiations for its renewal are ongoing.

SIGNED AT YELLOWKNIFE THIS 18<sup>th</sup> day of June, 2009Signed by, for and on behalf of the  
Government of the Northwest Territories
  
 Robert McLeod  
 Minister, Department of Human Resources

  
 Shaheen Woodward  
 Director, Strategy & Policy


  
 Tom Hamilton  
 Committee Member


  
 Colette Perry  
 Committee Member

  
 Laura Gareau  
 Committee Member


  
 Margaret Imrie  
 Committee Member

  
 Sheldon Toner  
 Committee Member

  
 Anna Boas  
 Committee Member

  
 Glenn Tait  
 Negotiator
Signed on behalf of the Union of  
Northern Workers
  
 Todd Parsons  
 President, U.N.W.

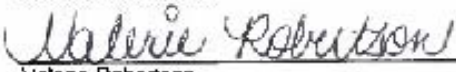
  
 Jeanne Des Lauriers  
 Regional Executive Vice President - North  
 Public Service Alliance of Canada

  
 Roxanna Baisi  
 Committee Member

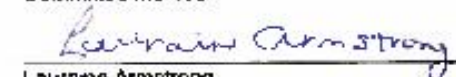
  
 Roy Courtois  
 Committee Member

  
 Candy Brown  
 Committee Member


  
 Gayla Wick  
 Committee Member

  
 Valerie Robertson  
 Committee Member

  
 Marie R. Buchanan  
 Committee Member

  
 Lauraine Armstrong  
 Committee Member

  
 Seth Szeft  
 Committee Member

  
 Mike McNamara  
 Negotiator



## APPENDIX A1

RELIEF EMPLOYEES

- A1.01 The Employer shall hire relief employees into positions for which there are no established hours on a daily, weekly or monthly basis and may be required to report to work on an as-and-when required basis for facilities where services operate on a daily basis throughout the entire year.
- A1.02 (a) An employee may not be appointed as a relief employee to perform a job in the same facility (which includes a hospital, health centre, correctional facility, young offenders facility, or college residence) as the employee performs in the employee's other position.
- (b) An employee in a nursing position may be appointed as a relief employee in the same facility providing that the position is more than 2 pay ranges apart from the employee's other position.
- A1.03 The Employer shall ensure that a series of relief employees will not be employed in lieu of establishing a full-time position or filling a vacant position.
- A1.04 A relief employee shall be entitled to all the provisions of this Collective Agreement with the following modifications:
- 2.01(z) "Probation" for relief employees means a period of paid employment of one year from the day upon which an employee is first appointed to or promoted within the Public Service. An employee who is appointed to a position which has the same duties, as his/her previous position shall not serve an additional probationary period. If an employee does not successfully complete his/her probationary period on transfer or promotion the Employer will make every reasonable effort to appoint him/her to a position comparable to the one from which he/she was transferred or promoted.
- 24.09 (1) A relief employee holding a position for which there is a minimum and maximum rate of pay may be granted increases in pay until he/she reaches the maximum of the pay range for the position. Such pay increases are dependent on satisfactory performance of the duties of the position by the employee for a period of paid time equivalent to the standard yearly hours of work for their position, or two (2) years whichever is less and shall not be granted to the employee until his/her Deputy Head certifies to the Employer

that the employee is so performing the duties of his/her position.

42.02 (a) (i) Length of Service

A relief employee's entitlement to Ultimate Removal Assistance is based on years of continuous service with the Government of the Northwest Territories. A relief employee's year of service is equivalent to the completion of the standard yearly hours of work for the position.

A1.05 The following Articles and Clauses contained in this Collective Agreement do not apply to relief employees:

- Article 16 - Entire Article except Clauses 16.05(a) and 16.08
- **Article 17- Entire Article**
- Article 18 - Entire Article
- Article 19 - Entire Article
- Article 20 - Entire Article except Clauses 20.09 and 20.10
- Article 22.02 (a), (d), (e), and (f)

A1.06 Relief employees are entitled to be paid on a bi-weekly basis for services rendered at the appropriate pay range in Appendix B.

A1.07 The Employer shall make every reasonable effort to allocate relief work on an equitable basis among readily available qualified relief employees.

**A1.08 (a) Relief employees whose work is scheduled by the Employer as provided for in clause 22.01 shall be compensated at the applicable overtime rate for work performed in their relief position in excess of the standard or regular hours of work for full-time employees in similar positions, either on a daily or weekly basis.**

**(b) i. Relief employees whose work is scheduled by the Employer to fall outside of the standard hours of work as defined in clause 22.01 shall be compensated at the applicable overtime rate for work performed in their relief position in excess of the regularly scheduled hours of work as set out on the shift schedule for full time employees in similar positions on a daily basis.**

**ii. Relief employees whose work is scheduled by the Employer to fall outside of the standard hours of work as defined in clause 22.01 shall be compensated at the applicable overtime rate for work performed in their relief position in excess of 150 or 160 hours over a 28 day period depending on their position.**

- A1.09** Unless otherwise agreed upon by the Employer and the Union, the standard hours of work for relief employees on a daily, weekly and annual basis is based on the standard work week of similar fulltime positions.
- A1.10** Relief employees shall earn **sixteen percent (16%)** of base salary as supplementary compensation in lieu of earning vacation, sick **leave**, special leave and **mandatory leave**. This amount shall be liquidated in the month of May or upon three weeks written notice by the employee.

## APPENDIX A2

CORRECTIONS OFFICERSCORRECTIONS SECURITY SHIFT WORKERS

It is understood that the following Appendix applies to Corrections Security Shift Workers (Corrections Officers, Corrections Supervisors, Youth Officers, Senior Youth Officers and Corrections Service Workers).

A2.01 Clauses 16.02, 16.03, 16.04, 16.06, 16.07, 18.01(3), 22.02, 22.03(a), 22.03(b) and 22.04 do not apply.

A2.02 (a) Every officer shall be assigned to a shift in accordance with the operational requirements of the service; the Employer shall make every reasonable effort to schedule shifts so that employees rotate between shifts on an equitable basis.

(b) The Employer shall make every reasonable effort to allocate overtime work on an equitable basis among readily available qualified employees who are normally required, in their regular duties, to perform that work.

A2.03 (a) HOURS OF WORK

Hours of duty shall be scheduled so that the employees work a shift rotation based on seven (7) regular days "on", three (3) regular days "off" and seven (7) regular days "on", four (4) regular days "off".

The shift rotation for a particular facility may be changed through mutual agreement between the employees and the Employer if the majority (fifty percent plus one) of employees are in agreement, provided that the annual hours of work do not exceed 1950 hours.

Regular hours of work for full-time employees inclusive of meal periods shall be:

- i. eight (8) consecutive hours per day.
- ii. one thousand, nine hundred and fifty (1,950) hours per year.
- iii. a maximum of seven (7) consecutive shifts.

(b) Regular hours shall be deemed to:

- (i) include as scheduled by the Employer, two (2) rest periods with pay totaling thirty (30) minutes during each full working shift of eight (8) hours; commencing on or about mid-way

between starting time and the meal break, and mid-way between the meal break and the end of the shift, or

- (ii) include one meal period of thirty (30) minutes which shall be scheduled by the Employer in a full shift of eight (8) hours. An employee shall be entitled to one scheduled meal period if the employee works eight (8) hours.
- (iii) if an employee is recalled to duty during the employee's meal period, the employee shall be given the time not taken later in the shift.

### VACATION LEAVE

- (c) An employee shall be entitled to earn **vacation** leave equivalent to that of other employees working the 7.5 hour work day.
- (d) Earned **vacation** leave will be converted into hours owed and utilized according to the scheduled shift pattern.

### DESIGNATED PAID HOLIDAYS

- (e)
  - (i) On April 1 of each year a full-time employee shall be entitled to a designated paid holiday bank equivalent to the number of designated paid holidays as specified in Article 16 in the current fiscal year multiplied by 7.5 hours.
  - (ii) Banked hours shall be taken at a time mutually agreeable to the Employer and the employee. Any unused banked hours shall be paid out at the end of the fiscal year.
  - (iii) When more than one (1) employee requests time off with pay for these purposes and for operational reasons not all employees are granted the leave, length of service with the Employer shall be the sole deciding factor.
  - (iv) When one employee(s) applies for **vacation** leave and another employee(s) applies for banked hours off under this article, the request of the employee applying for **vacation** leave shall receive first preference.

- (f) When an employee is required to work on a designated paid holiday as part of the employee's regularly scheduled hours of duty or as overtime when the employee is not scheduled to work, the employee shall be paid in addition to the hours the employee has banked had the employee not worked on the holiday twice (2) the employee's straight time rate for all hours worked.
- (g) An employee scheduled to work on a designated paid holiday shall be paid at the applicable overtime rate for all hours worked from 00:01 to 24:00 on the designated paid holiday.

### SICK LEAVE

- (h) Sick leave credits shall be earned at the rate specified in Article 20 of the Agreement.
  - (i) Earned leave shall be converted into hours owed and utilized according to the scheduled shift pattern.
- A2.04 The Employer agrees to provide a hot meal to employees working on the shift between 0800 and 1600 daily and to provide food for other employees to prepare their own meals on the remaining two (2) shifts daily. The specified meal period will be scheduled as close to the midpoint of the shift as possible. During this meal period the officers may be away from their place of duty, but not off the premises, providing at least two (2) officers, one being the Control Officer, remain on duty at all times. This latter requirement will not apply to the midnight to morning shift.
- A2.05 The Employer will permit mutual shift exchanges subject to the following requirements:
- (a) There shall be no financial penalty to the Employer; and
  - (b) Both employees must signify their mutual agreement by notifying the Employer not less than forty-eight (48) hours in advance of each requested change.
- A2.06 Corrections Officers assigned outside of the Corrections Centres to field operations where regular eight (8) hour shifts have not been scheduled, shall receive, in addition to their regular pay, pay for six (6) additional hours at the rate of time and one-half (1 1/2) for each twenty-four (24) hour period of such assignments.
- A2.07 The Employer shall set up a master shift work schedule and post it one calendar month in advance. This schedule will cover the normal shift requirements of the work area.

- A2.08 The normal hours of work of the Institutional Nurse shall be thirty-seven and one-half (37 1/2) hours per week.
- A2.09 (a) The Employer will provide all new indeterminate, term or part-time employees with less than one year of experience in the field a ten (10) day training program consisting of classroom and on-the-job training before being required to function independently as a Corrections Officer.
- (b) Except in the case of emergencies, casual employees will work under the supervision of a Corrections Officer II for at least two (2) days and no casual employee shall be required to work more than five (5) shifts without receiving two (2) days training with the staff training officer.

## APPENDIX A3

COURT REPORTERSHOURS OF WORK AND OTHER TERMS  
AND CONDITIONS OF EMPLOYMENT

- A3.01 Except as provided herein, Articles 22 and 23 do not apply to employees employed as Court Reporters.
- A3.02 Court Reporters will not be required to observe the normal hours of attendance stipulated for the Public Service but will be required to maintain attendance for provision of services as required. In the event no Court has been scheduled and a reporter wishes to remain absent from his/her place of employment during that time, permission must be obtained from the Chief Reporter. The Chief Reporter shall set up a weekly work schedule, which shall be posted at least six (6) working days in advance. This schedule will cover all normal work requirements.
- A3.03 Travelling time, outside regular working hours or on Saturdays and Sundays shall be paid at the overtime rate in accordance with Article 23.
- A3.04 The Employer shall provide office dictating and transcribing equipment, typewriters, ribbons and ink and cassettes for dictating equipment, as well as ordinary stationary items but not those required for specific reporting functions. Other equipment belonging to individual Court Reporters shall be serviced or repaired by the Employer.



**APPENDIX A4****TERM EMPLOYEES**

- A4.01** The Employer shall hire term employees for a period not to exceed forty-eight (48) months of continuous employment in any particular department, board or agency.
- A4.02** Term Employees shall be entitled to all the provisions of this Collective Agreement. Terms of six months or less are not eligible to contribute to the pension plan (Superannuation), the Public Service Health Care Plan and to disability insurance.
- A4.03** If an Employee in a term position is to be extended beyond 48 months of continuous employment in that position, the Employer shall consult with the Union.
- A4.04** Where vacation leave or the use of lieu time has been denied due to operational requirements, Term Employees will be allowed to use any unused vacation leave and lieu time to extend their employment. Where employment is extended at the request of the Employee, if the new term exceeds 48 months consultation with the Union is not required.
- A4.05** Term Employees shall be entitled to Maternity and Parental Leave allowances provided the Employee's current term of employment provides sufficient time to completely fulfill the return of service commitment required after the return from maternity or parental leave.

## APPENDIX A5

CASUAL EMPLOYEES

- A5.01 The Employer shall hire casual employees for a period not to exceed four (4) months of continuous employment in any particular department, board or agency.

Where the Employer anticipates the period of temporary employment to be in excess of four (4) months, the employee shall be appointed on a term basis and shall be entitled to all provisions of the Collective Agreement from the first day of his/her employment.

- A5.02 The Employer shall ensure that a series of casual employees will not be employed in lieu of establishing a full-time position or filling a vacant position.

An employee will not be hired as a casual employee to perform the same job as the employee performs in the employee's position. Any hours in excess of or outside of the employee's regularly scheduled hours of work in the same job shall be paid as overtime.

An employee who is on leave for greater than 14 calendar days may accept casual employment within the same Authority provided the employee is not performing the tasks within the same facility as their substantive position.

The Employer shall consult with the Union before a former casual employee is rehired in a particular division if that former casual employee had worked in that division as a casual employee performing the same duties at any time within the 30 working days immediately preceding the date of rehire.

- A5.03 A casual employee shall be entitled to the provisions of this Collective Agreement except as follows:

(a) Clause 2.01(f) "Continuous Employment" in respect of a casual employee shall include any period of employment with the Employer which has not been broken by more than thirty (30) working days. Provided always that there will be no systematic release and rehire of casuals into the same positions primarily as a means of avoiding the creation of indeterminate employment or paying wages and benefits associated therewith.

(b) The following Articles and Clauses contained in this Collective Agreement do not apply to casual employees:

- (i) Article 18 - Entire Article except Clause 18.05  
Article 20 - Sick Leave Clauses 20.09 and 20.10.

- (ii) Article 21 - Other Types of Leave - Clause 21.04 **and 21.05**
  - (iii) Article 33 - Lay-off.
  - (iv) Article 39 - Superannuation.
  - (v) Article 35 - Employee Performance Review and Employee Files.
  - (vi) Article 43 – Relocation Expenses on Initial Appointment and Subsequent Moves As An Employee**
  - (vii) Article 48 - Entire Article.
- (c) The following Article in the Collective Agreement shall apply as follows:
- (i) Article 16 - Designated Paid Holidays shall apply to a casual employee after fifteen (15) calendar days of continuous employment.
- A5.04 A casual employee shall upon commencement of employment be notified of the anticipated termination of his/her employment, and shall be provided a one day notice of lay-off for each week of continuous employment to a maximum of ten (10) days notice.
- A5.05 Casual employees are entitled to be paid on a bi-weekly basis for services rendered at the appropriate pay range **at a minimum** of the Casual Step set out in Appendix B.
- A5.06 A casual employee hired from outside the community in which he/she will be working will be eligible for the following relocation expenses in and out of the community:**
- a) **Airfare for the employee, by the most economical and direct means;**
  - b) **Duty travel per diem rates as per 45.05(a);**
  - c) **One day's pay each way**
  - d) **Excess baggage (not including pets or food stuffs) to a maximum of four (4) pieces not more than 25 kg each, for the employee**

**A casual employee hired from outside the community in which he/she will be working will be eligible for lodging up to 10 days in the community of work.**

**A5.07 Unless otherwise agreed upon by the Employer and the Union, the standard hours of work for casual employees on a daily and weekly basis is based on the standard work week of similar fulltime positions.**

**APPENDIX A6****SOCIAL JUSTICE FUND**

The Employer shall deduct from each bargaining unit member's pay two cents (2¢) per hour for all hours worked to the PSAC Social Justice Fund. Contributions to the Fund will be made quarterly, and such contributions remitted to the PSAC National Office. Contributions to the Fund are to be utilized strictly for the purposes specified in the Letters Patent of the PSAC Social Justice Fund.

## APPENDIX A7

### TRADES

#### APPLICATION

- A7.01 The provisions of this Appendix shall apply to all positions in trades. The provisions of this Appendix shall not be extended to apply to other positions unless agreed by the Union and the Employer.
- A7.02 (1) Where an employee with a certificate of qualification in one trade performs work in a trade for which he/she does not possess a certificate, he/she shall advise the Employer. The Employer shall ensure that the work performed is inspected by a qualified tradesperson at the earliest possible date. The Employer will ensure that traditional job titles will be used properly reflecting the dignity and status of tradespersons using the trade name in the position title to conform to the journeyman certification required.
- (2) Casual employees who do not hold certificates of qualification in a trade shall not perform work normally performed by qualified tradespersons.

#### HOURS OF WORK

- A7.03 Hours of work shall be scheduled so that trades employees listed in Clause A7.01 above:
- (a) on a weekly basis work forty (40) hours and five (5) days per week, Monday to Friday inclusive;
  - (b) on a daily basis, work eight (8) hours per day exclusive of not less than a one-half (1/2) hour meal period. Normally the hours of work shall be between the hours of 0800 and 1700. These hours may be varied by the Employer for a classification or classifications of employees in a division or a section, or for employees at a particular geographic location provided the employees receive adequate notice of the variation, and that the variation is not done on an individual employee basis for the purpose of avoiding payment of overtime to that particular employee; and
  - (c) rest periods with pay of fifteen (15) minutes duration shall be scheduled as close as possible to mid-morning and mid-afternoon of each working day.

### WASH-UP TIME

- A7.04 Labour and Trades employees, Equipment Operations employees, and Equipment Maintenance employees shall be permitted paid wash-up time to a maximum of ten (10) minutes at the conclusion of each shift. In unusual circumstances this period may be extended by the employee's supervisor or officer-in-charge to a maximum of fifteen (15) minutes.
- A7.05 Equipment Operators who are assigned to grader shelters on the MacKenzie Highway System for a period of two (2) days or longer shall receive, in addition to their regular salary, a living allowance of ten dollars (\$10.00) per day. Each grader shelter shall be equipped with two-way radio communication systems which shall be maintained in good operating condition by the Employer.

### WORK CLOTHING AND PROTECTIVE EQUIPMENT

- A7.06 (1) Where the following articles are required by the Employer or the Workers' **Safety & Compensation Commission**:
- (i) Hard hats
  - (ii) Aprons
  - (iii) Welding goggles
  - (iv) Dust protection
  - (v) Eye protection, except prescription lenses
  - (vi) Ear protection
  - (vii) Coveralls
  - (viii) Welding gloves
- (a) The Employer shall supply new employees with the articles of equipment as required;
  - (b) Supply employees moving to another department with the articles of equipment they require and that they do not possess at the time of move.
- (2) Where the following articles are required by the Employer or the Workers' **Safety & Compensation Commission**, the Employer shall replace these articles as required when they are presented worn or damaged beyond repair by an employee, at no cost to the employee:
- (i) Hard hats
  - (ii) Aprons
  - (iii) Welding goggles
  - (iv) Dust protection
  - (v) Eye protection, including safety prescription glasses
  - (vi) Ear protection

- (vii) Coveralls
  - (viii) Welding gloves
- (3) The Employer will maintain a suitable inventory of winter protective clothing to be provided on loan to those employees who are not normally required to work outside or under conditions, which may be damaging to personal clothing.

#### COMPENSATION FOR TOOLS AND EQUIPMENT

- A7.07 (1) The Employer agrees to provide **journeypersons** and Apprentices **who are on strength September 1<sup>st</sup>** with a \$500 per year tool allowance to be included in the employee's first pay in September.
- (2) The Employer also agrees to replace worn out tools used and owned by **journeypersons** and apprentices in the regular performance of their work. Whenever replacement is made, the new tool will be of a similar quality as the initial tool. In situations where highly specialized tools not normally associated with a **journeyperson's** tool kit are required, they will be provided by the Employer, who will retain ownership of them. The Employer shall assist employees in the purchase of tools and equipment used in the performance of their duties to the extent that employees shall be able to purchase these tools and equipment at the Employer's cost price.
- (3) Where an employee suffers a loss of tools or equipment in excess of \$250.00 used by him/her to perform his/her duties through fire or theft while such tools are stored on the Employer's premises or loss of tools or equipment in transit during travel on behalf of the Employer where the employee satisfies the Employer that a loss occurred such tools or equipment will be replaced by the Employer with tools and equipment at equal or similar quality.

#### ADVERSE WEATHER CONDITIONS

- A7.08 Except in emergency conditions, the Employer shall not require an employee to work outside under extreme weather conditions.



## APPENDIX A8

APPRENTICES

A8.01 (1) The following are agreed upon terms and conditions of employment for employees engaged as Apprentices by the Employer:

- (a) The *Apprenticeship, Trade and Occupations Certification Act* and pursuant Regulations shall apply to all apprentices employed by the Employer. A copy of the current Regulations shall be supplied to the apprentice upon appointment.
- (b) The recognized Apprenticeship Training Programs shall be those listed in the "Apprentice Training Schedule" pursuant to the *Apprenticeship, Trade and Occupations Certification Act*.
- (c) Pay increases shall not be automatic but will be based upon levels of certification issued by the Apprentices Branch and shall be effective from the date of certification.
- (d) Apprentice rates will be based on a percentage of step one of the appropriate pay rate as follows:

## Four Year Training Programs

|        |            |
|--------|------------|
| Year 1 | <b>60%</b> |
| Year 2 | <b>70%</b> |
| Year 3 | <b>80%</b> |
| Year 4 | <b>90%</b> |

## Three Year Training Programs

|        |            |
|--------|------------|
| Year 1 | <b>70%</b> |
| Year 2 | <b>80%</b> |
| Year 3 | <b>90%</b> |

## Two Year Training Programs

|        |            |
|--------|------------|
| Year 1 | <b>80%</b> |
| Year 2 | <b>90%</b> |

## One Year Training Programs

|        |            |
|--------|------------|
| Year 1 | <b>90%</b> |
|--------|------------|

- (e) The Employer will pay the Apprentice while attending trade courses in accordance with the Employer's policy regarding financial support while in trade training.

- (f) Subject to the *Public Service Act* and Regulations, and the pay restrictions noted above, Apprentices shall be entitled to the benefits and terms and conditions of employment outlined in the current Collective Agreement.
  - (g) Where an Apprentice fails after two attempts to successfully complete a trade training course, a recommendation may be made to the Superintendent of Apprenticeship Training to cancel his/her contract and the Apprentice may be terminated.
- (2) Apprentices successfully completing their Apprenticeship will be given preference in hiring on job vacancies. Where an Apprentice, after completing his/her apprenticeship, is hired directly into a job vacancy, all time spent as an Apprentice shall count towards continuous employment with the Government of the Northwest Territories.

## APPENDIX A9

COLLEGE EDUCATORS

- A9.01 (a) **It is recognized that within the College system, different program areas dictate different instructional requirements. It is further recognized that, in addition to instructional requirements, Instructors perform related professional responsibilities to support their instructional and administrative duties.**

The College instructional year will be two hundred (200) working days for each Instructor. The Employer shall make every reasonable effort to schedule the working days between September 1 and June 30. A working day shall consist of 7.5 consecutive hours and the work week shall be 37.5 hours, Monday to Friday.

- (b) i. **The annual workload for each Instructor shall be determined by the program manager, who will consult with the Instructor by May 31<sup>st</sup>, whenever possible, to determine the Instructor's annual workload for the following Scheduled Instructional Year considering, but not limited to, the following factors:**
- a. **the Instructor's experience**
  - b. **class size**
  - c. **nature of course**
  - d. **number of different courses**
  - e. **mode of delivery**
  - f. **evaluation methods**
  - g. **spread of teaching hours in a day and week**
  - h. **Senior Instructor's administrative duties**
  - i. **practicums /internships**
  - j. **workload of other Instructors in the program**
  - k. **field based education/culture camps**
  - l. **curriculum development**
- ii. **The annual workload for newly hired Instructors will be determined as soon as possible following their appointment.**
- iii. **Where re-assignment is necessary, notification of re-assignment will be provided to the Instructor as soon as possible.**
- iv. **If an Instructor disagrees with his/her annual workload, he/she shall first attempt to resolve the issue with the program manager.**

- v. **If within five (5) working days the issue is not resolved, the Instructor shall attempt to resolve the issue with the program manager's supervisor.**
- (c) **Instructors shall set aside and post one (1) hour per week per course instructed outside of regular teaching hours to meet with students.**
- (d) **Instructors who are required by the Employer to work in excess of the 200 day instructional year, 7.5 hours per day or 37.5 hours per week shall receive overtime in accordance with Article 23 except when Instructors are assigned field based education.**

**Instructors who are assigned field based education Monday to Friday will be paid, in addition to the Instructor's regular rate of pay, for an additional six hours at the rate of time and a half (1.5) for each twenty-four (24) hour period of such assignment.**

**Instructors who are assigned field based education on designated paid holidays or days of rest will be paid a maximum of 12 hours pay per day at the applicable overtime rates.**

- (e) **Annual salary is calculated on the basis of an Instructor working 200 days per instructional year.**

**The pay rate for Adult Educators in training circumstances and hired with less than a Bachelor of Education degree and/or no credentials in Adult Education will be:**

- i. **One (1) year Training Program**  
**Year one: 90% of Basic Adult Educator Salary**
- ii. **Two (2) year Training Program**  
**Year One: 80% of Basic Adult Educator Salary**  
**Year Two: 90% of Basic Adult Educator Salary**
- (f) **The Instructor shall have a minimum of one week without teaching hours between courses.**
- (g) **An Instructor's vacation leave taken between the end of that Instructor's Scheduled Instructional Year and the start of the Instructor's next Scheduled Instructional Year shall not be counted as working days for that Instructor.**

- (h) **“Instructor” means an Aurora College instructor with instructional responsibilities as identified in his/her job description and includes: Instructors, Senior Instructors, Program Heads, and Adult Educators.**
- (i) **“Adult Educator” means a community Adult Educator who facilitates and provides academic and administrative leadership for the effective delivery of a full range of literacy, academic, skills based and Developmental Studies programming at the Community Learning Centre and also instructs in a variety of subject areas.**
- (j) **“Scheduled Instructional Year” means an individual Instructor’s instructional year, as approved by the Campus Director.**

#### VACATION LEAVE

A9.02 The following clauses of Article 18 do not apply:

|       |                  |
|-------|------------------|
| 18.01 | 18.02(1)(e)(iii) |
| 18.04 |                  |

- (a) Instructors shall have a total of forty-six (46) days of vacation leave. Instructors hired on other than a **full time** status shall earn their vacation leave entitlement on a prorated basis.
- (b) Where in any vacation year an employee has not been granted all of the vacation leave credited to him, the unused portion of his/her vacation leave up to a maximum of twenty (20) days leave shall be carried over into the following vacation year. Earned but unused vacation leave credits in excess of twenty (20) days shall be paid in cash at the employee's daily rate of pay as at March 31 of the previous vacation year.

#### PROFESSIONAL DEVELOPMENT COMMITTEES

- A9.03 **(1) A consideration when allocating professional development funding is maintaining professional designations of College Educators/Instructors. It is the College Educator’s/Instructor’s responsibility to ensure that his/her required credentials are current and maintained.**

There shall be a Professional Development Committee for Aurora College. The Professional Development Committee will consist of a total of seven (7) members.

The Members of the Committee shall be appointed through nomination and election for the College in each of the first five areas listed below and shall be full-time instructors of the College. **“College Educators/Instructors” for the purpose of Professional Development only means Instructors (including Senior Instructors, Program Heads and Adult Educators), Chairs, Program Coordinators, Coordinators of Community Programs, Counselors, Librarians, and Aurora College Research Institute Managers.**

- i. Aurora Campus, **Beaufort-Delta and Sahtu-Regions** (1 member)
  - ii. Yellowknife/North Slave Region (1 member)
  - iii. Community Program - Adult Educators (1)
  - iv. Thebacha Campus, **South Slave and Deh Cho Regions** (2 members)
  - v. Librarians/Counselors/Program Chairpersons/Community Program Directors - and the **Aurora Research Institute** (1 member)
  - vi. President or his/her Appointee (1 member)
- Total = 7 members

- (a) The Committee shall choose a chairperson;
- (b) The normal term of office is two years;
- (c) To ensure continuity, three members will be elected each year. In the first year, however, three members will be elected for a one year appointment;
- (d) Notwithstanding the above Committee structure, the Committee shall endeavor to have at least one representative from each of the three areas of study, **Developmental Studies; Certificate, Diploma and Degree Programs; and Trades.**

(2) Terms of Reference

The terms of reference for the Committee include the following items:

- (a) to develop clear guidelines for the effective and efficient operation of the Professional Development Committee;
- (b) **to develop and maintain a Professional Development Guidelines manual for reference and distribution;**
- (c) to determine the individual professional development needs of **College Educators/Instructors** in line with requirements of the College;
- (d) to develop an on-going professional development program designed to meet identified development needs of all **College Educators/Instructors** within the limits of funds available;
- (e) to develop a working budget which will provide for the professional development program for **College Educators/Instructors**;
- (f) to provide for appropriate evaluation procedures for the professional development program;

- (g) to prepare an annual report of the activities which have been identified and undertaken by the Professional Development Committee for submission to the Board of Governors.
- (3) All meetings and administrative work of the Professional Development Committee shall be held during normal working hours.

#### **PROFESSIONAL DEVELOPMENT FUNDING**

- A9.04 (1) Funds will be provided by the College for professional development activities **consistent with the College's goals and objectives.**
- (2) (a) The funding provided by the College shall represent an amount equal to 3% of the College's **indeterminate, seasonal or term** full-time **College Educator/Instructor** salaries. The College will annually replenish the fund by an amount equal to 3% of **indeterminate, seasonal or term** full-time **College Educator/Instructor** salaries at April 1<sup>st</sup>. This fund is established for long-term training.
  - (b) Any **Professional Development Education and Training Funds** from sources other than the College shall be administered by the Professional Development Committee and shall not be considered as part of the funding provided in Clause A9.04(2)(a).
  - (c) In addition to the above, a short term training fund shall be set up equivalent to seven hundred and fifty dollars (\$750) per year per **indeterminate, seasonal or term full-time College Educator/Instructor** to be administered by the Program Heads.
- (3) Professional development training funds shall be used for educational purposes only **except as provided in A9.04 (4).**
  - (4) **The Professional Development Committee may authorize the expenditure of up to 5% of the annual funding allocation under A9.04 (2)(a) to cover travel, meal and accommodation costs for one or two face to face meetings per year, the cost of teleconference calls, or the preparation and distribution of promotion and awareness materials to College Educators/Instructors. Expenditures under this paragraph must be formally approved by the Committee.**

TYPES OF PROFESSIONAL DEVELOPMENT  
OPPORTUNITIES, WHICH SHALL BE AVAILABLE

- A9.05 (1) Long-term **education and** training:
- (a) Educational Leave;
  - (b) Professional Experience Leave;
  - (c) Leave Without Pay;
  - (d) Audit of apprenticeship courses for upgrading **for technical skills** not less than 6 weeks duration;
  - (e) Staff exchange - national or international.
  - (f) **Distance Education (programs offered by a recognized and accredited university or college):**
    - i. **With a request for Leave for those applicants who wish to pursue their program studies on a full or part-time basis;**
    - ii. **With no request for Leave for those applicants who are pursuing their program studies on a course by course basis outside their scheduled work hours.**
- (2) Short-term **education and** training:
- (a) **Distance Education (programs offered by a recognized and accredited university or college) or short course attendance;**
  - (b) Conferences, seminars and workshops.
  - (c) **Audit of apprenticeship courses for upgrading of technical skills of less than 6 weeks duration.**

**LONG-TERM EDUCATION AND TRAINING REGULATIONS**

A9.06 **Educational Leave and Distance Education**

- (1) Educational Leave shall be defined as leave for academic **education and** training (including trade school training) and unpaid industrial experience.



- (2) Any indeterminate, **seasonal**, or term full-time **College Educator/Instructor** shall be eligible for Education Leave or **Distance Education program funding after three (3) years of employment with the College as a College Educator/Instructor. Seasonal employees may be considered on a pro-rated basis.**
- (3) The Professional Development Committee shall review all applications for Educational Leave **including Distance Education Programs.** The major selection criteria shall be the applicability and value of the training program to the requirements of the College. The granting of Educational Leave shall not result in the overloading of other instructors. The request by an instructor for Educational Leave shall be accompanied by a recommendation by the **program manager and the Campus Director/Director of the Aurora Research Institute.**
- (4) Applications for Long-term Education and Training as defined in **A9.05 (1) will be reviewed twice a year by the Professional Development Committee. The Committee shall reach a decision no later than October 31<sup>st</sup> for applications submitted by September 30<sup>th</sup> and no later than April 30<sup>th</sup> for applications submitted by March 31<sup>st</sup>.** Applications for Summer educational leave shall be submitted to the Professional Development Committee no later than March 31<sup>st</sup>. **No applications will be reviewed during the months of July or August.**
- (5) Applications to the Committee must be in writing **and completed in accordance with the guidelines set out by the Committee.**
- (6) The decision of the Professional Development Committee shall be by majority and shall be final. **All notifications to applicants shall be done in writing by the Chair of the Committee.**
- (7) Educational Leave shall be granted for a period of no more than twelve (12) consecutive months. Under normal circumstances, no member shall be granted more than two (2) leaves within a period of six consecutive years.
- (8) The following entitlement shall be granted to an employee receiving leave under Clause A9.06:
  - (i) An allowance based on the number of completed years of service of a **College Educator/Instructor** as follows:
    - (a) An allowance of (50%) fifty percent of salary for **College Educators/Instructors** with (3) three completed years of service.

- (b) An allowance of (55%) fifty-five percent of salary for **College Educators/Instructors** with (4) four completed years of service.
  - (c) An allowance of (60%) sixty percent of salary for **College Educators/Instructors** with (5) five completed years of service.
  - (d) An allowance of (65%) sixty-five percent of salary for **College Educators/Instructors** with (6) six completed years of service.
  - (e) An allowance of (70%) seventy percent of salary for **College Educators/Instructors** with (7) seven completed years of service.
  - (f) An allowance of (75%) seventy-five percent of salary for **College Educators/Instructors** with (8) eight completed years of service.
  - (g) An allowance of (80%) eighty percent of salary for **College Educators/Instructors** with (9) nine completed years of service.
- (ii) Where leave is granted for a full academic year of study, the **College Educator/Instructor** shall receive tuition and required textbooks, traveling and removal expenses from his/her place of employment to the location of the educational institution approved by each Professional Development Committee and return removal and travel expenses to his/her place of employment.
  - (iii) Where leave is granted for other than a full academic year but not less than six weeks, the **College Educator/Instructor** shall receive tuition and required textbooks, transportation to and from the educational institution, and an accommodation allowance of a maximum of **\$500** per week.
  - (iv) An allowance **from the Fund** equivalent to 100% of present salary will be paid to instructors granted Educational Leave, when:
    - (a) an instructor whose skills become technically obsolete requires retraining to satisfactorily carry out his/her work; and/or
    - (b) an instructor agrees to undertake a full course of studies at the request of the President when qualified persons cannot be recruited to carry out essential work.
    - (c) Where leave is granted for no more than six (6) weeks, instructors shall receive full or partial funding for tuition and transportation to and from the accredited educational institution to a maximum of two thousand dollars (\$2,000.00)

upon production of all relevant receipts and transcripts of marks. All course work must be taken at an accredited college or university.

- (9) **College Educators/Instructors** granted Educational Leave shall retain their positions and seniority as per the Agreement and shall receive all other benefits pursuant to this Agreement.
- (10) **College Educators/Instructors** granted Educational Leave shall serve the College for a period equal to two (2) times the length of Educational Leave immediately following Educational Leave.
- (11) **College Educators/Instructors** not returning to the College must immediately repay all monies, plus accumulated interest (prime plus 2%), paid by the College. **College Educators/Instructors** returning to service at the College, but not fulfilling **their** commitments shall repay a proportionate amount plus accumulated interest (prime plus 2%), within three (3) months of terminating employment.
- (12) In case of termination of appointment by the College, the College shall release the **College Educators/Instructors** from all liabilities under the terms of the Agreement.
- (13) Any funds not used for the designated purposes shall be repaid, plus accumulated interest (prime plus 2%), by the instructor.
- (14) **College Educators/Instructors** who fail to complete **their** course, may be required to repay all monies, plus interest (prime plus 2%) subject to the conditions set by the Committee.
- (15) Term **College Educators/Instructors** who have been with the College for three (3) or more years may be eligible to apply for Education Leave if the following conditions are met:
  - (i) for the Committee to consider a term **College Educator's/Instructor's** Education Leave application, the **College Educator's/Instructor's** term must not end sooner than the end of the Education Leave plus a period of service to the College two (2) times the length of the Education Leave; and
  - (ii) if the **College Educator's/Instructor's** term is shorter than the period required in (i) above, then the Committee, in order to consider the application, would have to receive a letter from the College President guaranteeing that, should the application be approved, the **College Educator's/Instructor's** term would be extended to end no sooner

than the end of the Education Leave plus a period of service to the College two (2) times the length of the Education Leave.

- (16) "Summer Sessions" refers to the period in which a **College Educator/Instructor** uses his/her **vacation** leave to take credit courses toward a program of study at an accredited educational institution for a period of study greater than two (2) and less than thirteen (13) weeks.
- (17) Indeterminate **College Educators/Instructors** may be eligible for Summer Session assistance immediately after being hired.
- (18) Term **College Educators/Instructors** whose term of employment is for two or more years may be eligible for Summer Session assistance immediately after being hired.
- (19) **College Educators/Instructors** using their **vacation** leave for professional development activities as defined under Summer Session, may be eligible for assistance as follows:
  - (a) For a period of study greater than two (2) weeks and less than six (6) weeks, the Committee may pay tuition and an accommodation allowance of **\$500** per week for the duration of the study period.
  - (b) For a period of study equal to or greater than (6) weeks and less than thirteen (13) weeks, the Committee may pay tuition, and accommodation allowance of **\$500** per week for the duration of the study period, and travel expenses equal to the cheapest air fare or kilometorage, whichever is lowest, to and from the educational institution.

#### PROFESSIONAL EXPERIENCE LEAVE

- A9.07 (1) Professional Experience Leave shall be defined as leave for professional experiences through paid employment in business, industry, government, community or foreign service, or education.
- (2) Any indeterminate, **seasonal, or full-time term College Educator/Instructor** shall be eligible for Professional Experience Leave.
- (3) Applications to the Professional Development Committee must be in writing, **and recommended by the program manager and the Campus Director.**
- (4) The decision of the Professional Development Committee shall be by majority and shall be final.

- (5) Except in the case of Foreign Service Professional Experience Leave, no leave shall be granted for more than twelve (12) consecutive months. Under normal circumstances, no member will be granted more than two (2) leaves within a period of four (4) consecutive years.
- (6) The Professional Development Committee may pay an amount sufficient to make salaries equal to current salary at the 100% level.
- (7) A **College Educator/Instructor** seconded to a "Temporary Employer" as per Clause A9.07(8) for Foreign Service to two (2) years or less shall be seconded at no expense to the College. In the event that the salary of the member seconded is less than 100%, remuneration may be paid as per Clause A9.07(6).
- (8) "Temporary Employer" shall refer to the Canadian International Development Agency, Canadian University Students Overseas, World University Service, Canadian Executive Services Overseas, United Nations, Canadian Armed Forces, a university or college, or any similar agency supplying aid to **developing** countries. It does not include private profit-making organizations under contract to perform such services.
- (9) To ensure that the College knows the remuneration that may be paid by the College to the **College Educator/Instructor** on Professional Experience Leave, the **College Educator/Instructor** must keep the College informed of his/her salary while on Professional Experience Leave.
- (10) The maximum number of **College Educators/Instructors** on Professional Experience Leave at any one time shall be determined by the Professional Development Committee.
- (11) In the event that the College pays remuneration equal to fifty percent (50%) or greater of the **College Educator/Instructor's** annual salary, the **College Educator/Instructor** shall serve the College for a period of time equal to the time served in Professional Experience Leave.
- (12) A **College Educator/Instructor** not returning to the College must repay all remuneration plus accumulated interest (prime plus 2%) paid by the College. A **College Educator/Instructor** returning to service to the College, but not fulfilling his/her commitment shall repay a proportionate amount plus accumulated interest (prime plus 2%) to the College within six (6) months of terminating employment.
- (13) In case of termination of appointment by the College, the College shall release the **College Educator/Instructor** from all liabilities under the terms of this Agreement.

- (14) The College shall assure the **College Educator/Instructor** of his/her regular position and seniority upon completion of his/her Professional Experience Leave. In the event that the leave is terminated prior to the date originally agreed to, and if the **College Educator/Instructor** desires to return to the College at that time, he/she will be permitted to do so only if satisfactory arrangements can be made with the President in consultation with the Head of the program.
- (15) **College Educator/Instructors** granted Professional Experience Leave shall retain their positions and seniority as per the Agreement and shall receive all other benefits pursuant to this Agreement.

#### AUDIT OF APPRENTICESHIP COURSES FOR UPGRADING

- A9.08
- (1) "Audit of Apprenticeship Courses for Upgrading" shall refer to leave for the purpose of auditing a course for which the **College Educator/Instructor** already has credit. The purpose of this audit shall be to refresh and upgrade the **College Educator/Instructor's** area of expertise.
  - (2) Applications to the Professional Development Committee must be in writing **and recommended by the program manager and Campus Director.**
  - (3) The decision of the Professional Development Committee shall be by majority and shall be final.
  - (4) Remuneration while on leave for Audit of Apprenticeship Courses for Upgrading shall be 100% of salary and all benefits.
  - (5) **College Educators/Instructors on leave for Audit of Apprenticeship Courses for Upgrading shall be paid tuition (if applicable), travel expenses limited to transportation to and from the training site, and \$500 a week as an accommodation allowance.**

#### LEAVE WITHOUT PAY OR ALLOWANCES

- A9.09
- (1) Where operational requirements permit, leave without pay or allowances may be granted in special circumstances to a **College Educator/Instructor** provided that the **College Educator/Instructor** does not have current vacation available to him. Leave without pay or allowances may be granted to take further training, to gain further experience, or to seek personal development. Requests for such leave must be submitted at least twelve (12) weeks in advance of the anticipated date of commencement of such leave, before such requests can be considered.

- (2) Time limits, pursuant to Clause A9.09(1) shall be waived when it can be established that the **College Educator/Instructor** was unable to comply with the time limits specified.
- (3) A **College Educator/Instructor** on leave without pay shall give the College written notice by registered mail of his/her intention to return or resign at least ninety (90) calendar days before his/her designated date of return. Otherwise the position will not be held open for the **College Educator/Instructor**.
- (4) **College Educators/Instructors** on leave without pay shall have the right to pay into all normal benefit packages including the Employer's share if required.

### SHORT-TERM TRAINING

#### A9.10 Short Course Attendance and Correspondence Courses

- (1) Short courses or programs offered by institutions such as Territorial, Federal, or Provincial Governments, universities, colleges, companies or private business that may assist a **College Educator/Instructor** in his/her duties or potential employment within the College, shall be requested through the **program manager and the Campus Director**.

Such requests shall be accompanied by a statement of the name of the course, location, duration, costs and reasons for the request, explaining why such a course would be beneficial to the **College Educator/Instructor** and to Aurora College.

- (2) Cost for such courses including accommodation, transportation, tuition, books, etc., upon approval by the **program manager** shall be paid out of the Short-Term Training Fund.

### CONFERENCES, SEMINARS AND WORKSHOPS

- A9.11
- (1) Attendance at conferences, seminars or workshops that are directly related to a **College Educator/Instructor's** duties within his/her respective Department may be **recommended by the program manager to the Campus Director for approval**.
  - (2) Costs for such conferences, seminars or workshops, including accommodation, transportation, tuition, books, etc., shall be paid out of the Short-Term Training Fund.

TRAINING FOR NEW OR CONTINUING INSTRUCTORS REGULATIONS

- A9.12 (1) **College Educator/**Instructor training courses may be made available, preferably through the College. In some instances, the President might determine that attendance is mandatory.
- (2) Costs for such training shall not come out of Professional Development Funds where the course is made mandatory.

OTHER ITEMS

- A9.13 Notwithstanding any of the regulations cited in Clause A9.06, **College Educator/**Instructors seeking Long Term **Education and** Training for reasons of redundancy may be given top priority.

INSTRUCTORS' TRAINING

- A9.14 Instructors hired after December 6, 1984 will have completed, or will be required to complete six (6) weeks of full time coursework in adult education **in the first two (2) years of employment**. This coursework includes as a minimum, modules in needs analysis, planning instruction, delivery techniques and evaluating learning performance. Equivalent training or a demonstrated capability in training can be accepted in lieu of the formal coursework. **Indeterminate Instructors are also required to complete a certificate in Adult Education. This certificate must be completed within five (5) years of hire.**

Newly hired Instructors who require instructors' training which requires more time than the professional development time available to them in their first year, will be eligible to move to the next step of the pay range for their position provided they have satisfactorily completed the first portion of instructors' training and they have performed satisfactorily.

NOTIFICATION

New Instructors shall be informed in their job offer of their placement on the grid and whether they require any further training in adult education.

- A9.15 SENIOR INSTRUCTOR ALLOWANCE

Instructors who are required to **supervise and/or** coordinate the work of other Instructors, in addition to performing instructional duties in their area of specialty, will be paid a Senior Instructor's allowance of **\$2,750** per year. Payment of the Senior Instructor's allowance to an individual Instructor will end if that Instructor ceases to **supervise and/or** coordinate the work of other Instructors.



**A9.16**    APPOINTMENT

New **College Educators (Instructor, Chair, Program Head, Coordinator, or Adult Educator)** will be assigned to Step 1 (one):

1. For each full academic year of post secondary teaching experience, they will be given one additional step;
2. For each full two (2) year period of elementary or secondary school teaching or instruction in an NWT young offenders facility directly related to the subject which they instruct, they will be given an additional step;
3. For each full two (2) year period of work experience directly related to the subject which they instruct, they will be given one additional step.

NOTE:

The foregoing criteria apply without limit except for new **College Educators (Instructor, Chair, Program Head, Coordinator, or Adult Educator)** who do not have the approved course work in adult education or its equivalent. The maximum experience level at which such **Instructors** may be appointed is Step 4 (four). New **Instructors** who satisfactorily complete the required **adult education** coursework in their first year shall have their full experience applied retroactive to their date of hire.

## APPENDIX A10

HEALTH CARE PRACTITIONERS

All of the provisions of the Collective Agreement shall apply to the employees of Government hospitals and health care facilities except as modified by this Appendix. In any case where a provision contained in this Appendix conflicts with a provision of the Collective Agreement, the provision contained in this Appendix shall prevail.

The following Articles of the Agreement are modified:

## ARTICLE 2

DEFINITIONS

2.01 (f)(i) is amended by adding the following:

Also included is prior service in Stanton Yellowknife Hospital provided a person was an employee at the Hospital on April 1, 1979.

2.04 "Health Care Practitioner" means an employee in a profession that requires specialized knowledge, skills and abilities and exercises the knowledge, skills and abilities to provide a service related to:

- a) the preservation or improvement of the health of individuals; or
- b) the treatment or care of individuals who are injured, sick, disabled or infirm;

but does not include an employee in a profession that requires specialized knowledge, skills and abilities in the social science field.

## ARTICLE 16

DESIGNATED PAID HOLIDAYS

- 16.03 a) (i) **On April 1 of each year a full-time employee scheduled to work outside the standard hours of work shall be entitled to a designated paid holiday bank equivalent to the number of designated paid holidays as specified in Article 16 in the current fiscal year multiplied by 7.5 hours.**
- (ii) **Banked hours shall be taken at a time mutually agreeable to the Employer and the employee. At the end of the fiscal year any unused banked hours shall be carried over to the next fiscal year.**

- (iii) **When more than one (1) employee requests time off with pay for these purposes and for operational reasons not all employees are granted the leave, length of service with the Employer shall be the sole deciding factor.**
- (iv) **When one employee applies for vacation leave and another employee(s) applies for banked hours off under this article, the request of the employee applying for vacation leave shall receive first preference.**
- b) **When an employee is required to work on a designated paid holiday as part of the employee's regularly scheduled hours of duty or as overtime when the employee is not scheduled to work, the employee shall be paid in addition to the hours the employee has banked had the employee not worked on the holiday twice (2X) the employee's straight time rate for all hours worked.**
- c) **An employee scheduled to work on a designated paid holiday shall be paid at the applicable overtime rate for all hours worked from 00:01 to 24:00 on the designated paid holiday.**

## ARTICLE 22

### HOURS OF WORK

- 22.02 Except for employees working a modified work week, employees shall be entitled to two (2) rest periods, with pay, of fifteen (15) minutes duration each, commencing on or about mid-morning and mid-afternoon, or the middle of the first half and the last half of a shift. The time of commencement of such rest periods shall be determined by the Deputy Head or the employee's immediate supervisor.

### SHIFT SCHEDULES

- 22.03(a)(ii) (a) Except by mutual agreement, between the Employer and the employee, when an employee's work schedule is revised without five (5) calendar days notice, the employee shall be compensated at the rate of time and one-half (1 1/2) for the first full shift worked on the new schedule. Subsequent shifts worked on the new schedule shall be paid for at the straight time rate.
- (b) Employees shall not be required to work more than seven (7) consecutive shifts of work between days off and it shall be the intent to assign less than the maximum.

The above arrangements shall not prohibit permanent evening or night shift arrangements as may be agreed upon by the Hospital **or Health Care Facility** the employees affected and the local of the Union.

## ARTICLE 32

### SEVERANCE PAY

The provisions of Article 32 will apply to all employees of Stanton Yellowknife Hospital who were on strength on April 1, 1979, and for this purpose the initial appointment date of employees will be considered to be the employee's taken-on-strength date at Stanton Yellowknife Hospital prior to April 1, 1979. These employees are identified in a list provided by the Hospital to the Union dated October 16, 1979. Employees hired after April 1, 1979 will qualify from their initial appointment date as specified in the Collective Agreement.

#### A10.A

### LAUNDRY POLICY

Special wearing apparel required by the Employer to be worn by employees while on duty will be provided and laundered by the Employer free of charge to the employee. It being understood that such special apparel shall remain the property of the Employer.

Uniforms and clothing purchased by the employee will not be laundered by the Employer. However, each employee who is required to wear a uniform shall be paid an allowance of **thirty-five dollars (\$35.00)** per month to assist in the purchase and cleaning of the uniforms.

#### A10.B

### MODIFIED WORK WEEK

The parties to this Collective Agreement, the Government of the Northwest Territories and the Union, in order to make possible the compressed work week, do hereby mutually agree to interpret all Articles of the Collective Agreement in such a manner as to take into account the effect of the extended work day and the resultant compressed work week.

A10.B1. It is recognized that the primary intent of the Modified Work Week (M.W.W.) is to provide personnel working it a compressed work period with no increased cost to the Employer.

A10.B2. There must be mutual agreement to implement and/or continue with the M.W.W., otherwise the contract provisions of hours of work or some other mutually agreeable variation shall be implemented.

A10.B3. Hours of Work

- (1) Regular hours of work for full-time employees exclusive of meal periods shall be:
  - (a) twelve (12) consecutive hours per day.
  - (b) one thousand, nine hundred and fifty (1,950) hours per year.
  - (c) a maximum of four (4) consecutive shifts.
- (2) Regular hours shall be deemed to:
  - (a) include as scheduled by the Employer, three (3) rest periods with pay totaling forty-five (45) minutes during each full working shift of twelve (12) hours; commencing on or about mid-way between starting time and the first meal break, and mid-way between the first and second meal break and mid-way between the second meal break and the end of the shift, or
  - (b) include, as scheduled by the Employer, one rest period, with pay, of fifteen (15) minutes during each partial shift of four (4) hours, or two (2) rest periods, with pay, of fifteen (15) minutes during each partial shift of 7.5 hours, commencing on or about mid-way between starting time and the meal break and mid-way between the meal break and the end of the shift.
  - (c) exclude one meal period of thirty (30) minutes which shall be scheduled by the Employer in a full shift of twelve (12) hours. An employee shall be entitled to one scheduled meal period if the employee works 7.5 hours.

A10.B4. OVERTIME

- (1) Overtime is all time required by the Employer and worked by an employee in excess of twelve (12) hours per day on twelve (12) hour shifts. Overtime worked immediately following or immediately preceding an employee's scheduled shift shall be paid at double time (2T). The Employer will designate an individual who may authorize overtime in all circumstances.

- (2) Overtime shall be paid for all authorized hours worked on scheduled days off in accordance with Article 23 - Overtime.

A10.B5. VACATION LEAVE

- (1) An employee working an extended work day and compressed work week shall be entitled to vacation time off equivalent to that of other employees working the 7.5 hour work day. Upon termination, vacation leave credits shall be paid out on the basis of 7.5 hour days.
- (2) Earned leave will be converted into hours owed and utilized according to the scheduled shift pattern.

A10.B6. DESIGNATED PAID HOLIDAYS

- (1) **On April 1 of each year a full-time employee** working an extended work day and compressed work week **shall be entitled to a designated paid holiday bank equivalent to the number of designated paid holidays as specified in Article 16 in the current fiscal year multiplied by 7.5 hours.**
- (2) **Banked hours shall be taken at a time mutually agreeable to the Employer and the employee. At the end of the fiscal year any unused banked hours shall be carried over to the next fiscal year.**
- (3) **When more than one (1) employee requests time off with pay for these purposes and for operational reasons not all employees are granted the leave, length of service with the Employer shall be the sole deciding factor.**
- (4) **When one employee(s) applies for vacation leave and another employee(s) applies for banked hours off under this article, the request of the employee applying for vacation leave shall receive first preference.**
- (5) When an employee is required to work on a designated **paid** holiday as part of the employee's regularly scheduled hours of duty or as overtime when the employee is not scheduled to work, the employee shall be paid in addition to the **hours the employee has banked** had the employee not worked on the holiday **twice (2) the employee's straight time rate for all hours worked;**

- (6) An employee scheduled to work on a designated paid holiday shall be paid at the applicable overtime rate for all hours worked from 00:01 to 24:00 on the designated holiday.

A10.B7. SICK LEAVE

- (1) Sick leave credits shall be earned at the rate specified in Article 20 of the Agreement.
- (2) Earned leave shall be converted into hours owed and utilized according to the scheduled shift pattern.

A10.B8. SPECIAL CLINICAL PREPARATION

- (1) An indeterminate, term or part-time Registered Nurse with special preparation of not less than six (6) months approved by the Employer and who is employed in the special service for which he/she is qualified, will be paid an additional forty (\$40) dollars per month if he/she has utilized the course within four (4) years prior to employment.
- (2) An employee may not qualify for more than one payment under categories in the following Clauses (3), (4), and (5).

- (3) CHA/CNA COURSES

An indeterminate, term or part-time Registered Nurse who has successfully completed the CHA/CNA course Nursing Unit Administration and/or Midwifery course and is employed in a capacity utilizing the course(s) will be paid an additional twenty-five dollars (\$25.00) per month.

- (4) UNIVERSITY PREPARATION

An indeterminate, term or part-time employee who has passed an accredited one year university course approved by the Deputy Head and is employed in a capacity utilizing this course will receive an additional \$50 per month.

- (5) An indeterminate, term or part-time employee who has received a baccalaureate or higher degree approved by the Deputy Head will receive an additional \$100 per month.

**A10.C**                    MEDIVAC/RESCUE/SURVIVAL TRAINING AND EQUIPMENT

All personnel who may take medical rescue and evacuation flights have made available to them through paid education leave survival training and medivacuation training skills.

**A10.D**                    ANNUAL SPECIAL ALLOWANCE

- (a) The annual special allowance for Nurses in nursing positions in one-Nurse nursing stations will be \$9,000.
- (b) The annual special allowance for Nurses in nursing positions in two-Nurse nursing stations will be \$6,000, but will be increased to the rates in (a) for such temporary periods exceeding fourteen calendar days, as the stations are operating with only one Nurse due to staff shortage.
- (c) The annual special allowance for Nurses in nursing positions in three-Nurse nursing stations will be \$4,500.00 but will be increased to the rates in (a) and (b) above for such temporary periods exceeding fourteen (14) calendar days, as the stations are operating with only one or two Nurses respectively, due to staff shortage.

**A10.E**                    MEDIVAC ROSTER

- (1) The Employer shall post a medivac sign-up sheet in a visible location accessible to staff where trained employees may sign up for medivac assignments (medical evacuations and medical escorts).
- (2) The Employer shall establish a roster of trained employees willing to perform medivac assignments.
- (3) When a medivac assignment is necessary and there is no designated medivac nurse available the Employer shall:
  - (a) first, endeavor to assign the assignment to employees on the roster who are on shift, in the order in which they appear on the roster;
  - (b) second, endeavor to assign the assignment to employees on the roster who are not on shift in the order in which they appear on the roster;
  - (c) finally, assign the assignment to employees who are not on the roster.



- (4) The Employer may pass over an employee on the roster if the employee is not qualified for the particular medivac assignment. If an employee is passed over he/she shall remain eligible for the next assignment for which he/she is qualified, and will maintain his/her place on the roster.
- (5) When an employee on the roster takes a medivac assignment this shall be noted on the roster, together with the date of the assignment. If an employee on the roster refuses an assignment this shall also be noted on the roster, and the employee will be treated, for purposes for future entitlement to assignments from the roster, as if he/she had taken the assignment.
- (6) The purpose of the medivac roster is to ensure, as far as practicable, that medivac assignments are distributed equitably amongst staff on the roster who are available for such assignments, subject only to them being qualified for the assignment.

## APPENDIX A11

AIRPORT FIREFIGHTERS

The provisions for shift workers in the Collective Agreement shall apply, except as modified herein.

- The standard yearly hours for Airport Firefighters shall be 2080.
- Shifts shall be scheduled at 8 hours, unless otherwise agreed by the parties in compliance with Article 22.02 (a).
- The parties agree to two consecutive regular scheduled eight-hour shifts on Saturdays and Sundays, paid at 16 hours straight time as per the agreed shift schedule. For these regularly scheduled days only, Article 22.03 (b)(iii) and 22.03 (c) would not apply.
- The Employer agrees to temporarily protect the annual salary of the Airport Firefighters on strength at the signing of this agreement. Employee salaries will be protected effective the 2003/04 fiscal year. They shall receive the annual increase for the 2004/05 fiscal year and their annual rate shall be frozen until such time as the negotiated rate exceeds the protected rate. Individuals not at step six will continue to receive step increases until they reach step six, but will not receive annual increases after the 2004/05 fiscal year until such time as the negotiated rate exceeds the protected rate.

**APPENDIX A12****MARINE WORKERS**

- A12.01** The provisions of the Collective Agreement shall apply to employees operating the ferry services for the Department of Transportation except as modified by the Appendix. In any case where a provision contained in this Appendix conflicts with a provision of the Collective Agreement, the provision contained in this Appendix shall prevail.
- A12.02** Marine workers in term and indeterminate positions are deemed as seasonal employees.
- A12.03** The standard scheduling of regular hours of work for marine workers, for seasonal operations, will be pro-rated for the period of the season based on the yearly hours of 1950.
- A12.04** The daily scheduled hours of work may be up to a maximum of twelve (12) hours. The applicable overtime rates shall apply to shift hours greater than eight (8).
- A12.05** Marine Captains, Marine Engineers, and First Mates, may be scheduled up to a maximum of 28 continuous days of work.
- A12.06** Marine Engineers will be required to report to work one-half hour prior to the first scheduled daily run of the ferry to prepare the vessel and one-half hour after the last daily run of the ferry to shut down the vessel, when operations are not on a continuous 24 hours 7days per week basis. The applicable overtime rate shall apply.
- A12.07** Due to the operational requirements for winter service and the Employer's inability to accurately forecast changing river conditions for ferry operations, the Employer requires flexibility in scheduling employees' hours of work and shift schedules. This may include a decrease in hours of work during the winter months to eight (8) hours per shift, to allow for an additional crew to maintain operations on a 24-hour basis or an increase in hours of work to up to twelve (12) hours to maintain operations on a 24- hours basis. The Employer and the Union agree to waive the 14-day minimum requirement of article 22.03(a)(ii), for the winter operational period only. Where the Employer revises the employee's work schedule, the employee shall be compensated at the rate of time and one-half (1 ½) for the first full shift worked on the new schedule. Subsequent shifts worked on the new schedule shall be paid for at the straight time rate.

**A12.08** Designated paid holidays will be paid based on the employee's normal working day plus double time for all hours worked.

**A12.09** When the Employer supplies tools, the Tool allowance will not be paid.

**A12.10** The Employer agrees to provide the following clothing to employees in Marine operations:

- Boot allowance in accordance with Article 46.06 at the start of the season
- Coveralls, gloves, goggles and appropriate winter wear in accordance with Article 46.

**A12.11** Deck Hands and Oilers who are unable to return to their home base overnight will be provided with per diems in accordance with Article 45.

## **APPENDIX B PAY SCHEDULES**

Effective April 1, 2009 all employees, except relief employees, shall take five days Mandatory Leave with Pay per fiscal year. Part time employees will have their entitlement pro-rated.

### **Non-Continuous Positions**

- **Mandatory Leave with Pay will be taken between December 19<sup>th</sup> and January 5<sup>th</sup> on days set by the Employer.**
- **Employees on leave without pay on the working day immediately preceding and following the days set by the Employer are not eligible for the Mandatory Leave with Pay days except where leave has been granted under Article 12.**
- **Employees in non-continuous positions will be provided with the five days of Mandatory Leave with Pay no matter what their start date in that fiscal year.**
- **Mandatory Leave with Pay days will not be paid out if an employee terminates his/her employment prior to the days set by the Employer.**
- **Casual employees assigned non-continuous work will be provided with the five days of Mandatory Leave with Pay no matter what their start date in that fiscal year.**

### **Continuous Positions**

- **Mandatory Leave with Pay will be scheduled in advance to be taken at a time that is mutually acceptable to the employee and the Employer.**
- **Where the employee and the Employer are unable to schedule some or all of the Mandatory Leave with Pay, the employee will be paid out the remaining value of the Mandatory Leave with Pay days at the end of the fiscal year.**
- **Where an employee is on leave without pay for more than three months, except for leave granted under Article 12, the employee will be entitled to a pro-rated amount of Mandatory Leave with Pay.**
- **Where an employee terminates his/her employment prior to the end of the fiscal year, the employee will be paid out the remaining pro-rated value of Mandatory Leave with Pay days.**

- Casual employees assigned continuous work will be entitled to a pro-rated amount of the five days of Mandatory Leave with Pay.

**APPENDIX B1  
HOURLY RATES OF PAY  
Effective April 1, 2009**

| <b>Min Pts</b> | <b>Max Pts</b> | <b>Pay Range</b> | <b>Casuals</b> | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> | <b>Step 4</b> | <b>Step 5</b> | <b>Step 6</b> |
|----------------|----------------|------------------|----------------|---------------|---------------|---------------|---------------|---------------|---------------|
| 92             | 101            | 1                | 18.42          | 21.02         | 21.56         | 22.11         | 22.68         | 23.26         | 23.86         |
| 102            | 112            | 2                | 19.22          | 21.82         | 22.38         | 22.95         | 23.54         | 24.14         | 24.76         |
| 113            | 124            | 3                | 20.12          | 22.72         | 23.30         | 23.90         | 24.51         | 25.14         | 25.78         |
| 125            | 137            | 4                | 20.95          | 23.55         | 24.15         | 24.77         | 25.41         | 26.06         | 26.73         |
| 138            | 151            | 5                | 21.87          | 24.47         | 25.10         | 25.74         | 26.40         | 27.08         | 27.77         |
| 152            | 166            | 6                | 22.73          | 25.33         | 25.98         | 26.65         | 27.33         | 28.03         | 28.75         |
| 167            | 183            | 7                | 23.66          | 26.26         | 26.93         | 27.62         | 28.33         | 29.06         | 29.81         |
| 184            | 201            | 8                | 24.65          | 27.25         | 27.95         | 28.67         | 29.41         | 30.16         | 30.93         |
| 202            | 221            | 9                | 25.64          | 28.24         | 28.96         | 29.70         | 30.46         | 31.24         | 32.04         |
| 222            | 243            | 10               | 26.66          | 29.26         | 30.01         | 30.78         | 31.57         | 32.38         | 33.21         |
| 244            | 267            | 11               | 27.71          | 30.31         | 31.09         | 31.89         | 32.71         | 33.55         | 34.41         |
| 268            | 293            | 12               | 30.00          | 32.60         | 33.44         | 34.30         | 35.18         | 36.08         | 37.01         |
| 294            | 322            | 13               | 31.50          | 34.10         | 34.97         | 35.87         | 36.79         | 37.73         | 38.70         |
| 323            | 354            | 14               | 33.13          | 35.73         | 36.65         | 37.59         | 38.55         | 39.54         | 40.55         |
| 355            | 389            | 15               | 34.79          | 37.39         | 38.35         | 39.33         | 40.34         | 41.37         | 42.43         |
| 390            | 427            | 16               | 36.56          | 39.16         | 40.16         | 41.19         | 42.25         | 43.33         | 44.44         |
| 428            | 469            | 17               | 38.37          | 40.97         | 42.02         | 43.10         | 44.21         | 45.34         | 46.50         |
| 470            | 515            | 18               | 40.27          | 42.87         | 43.97         | 45.10         | 46.26         | 47.45         | 48.67         |
| 516            | 565            | 19               | 42.28          | 44.88         | 46.03         | 47.21         | 48.42         | 49.66         | 50.93         |
| 566            | 620            | 20               | 44.33          | 46.93         | 48.13         | 49.36         | 50.63         | 51.93         | 53.26         |
| 621            | 680            | 21               | 46.52          | 49.12         | 50.38         | 51.67         | 52.99         | 54.35         | 55.74         |
| 681            | 746            | 22               | 48.76          | 51.36         | 52.68         | 54.03         | 55.42         | 56.84         | 58.30         |
| 747            | 818            | 23               | 51.13          | 53.73         | 55.11         | 56.52         | 57.97         | 59.46         | 60.98         |
| 819            | 897            | 24               | 53.58          | 56.18         | 57.62         | 59.10         | 60.62         | 62.17         | 63.76         |
| 898            | 983            | 25               | 56.16          | 58.76         | 60.27         | 61.82         | 63.40         | 65.03         | 66.70         |

**APPENDIX B1  
HOURLY RATES OF PAY  
Effective April 1, 2010**

| <b>Min Pts</b> | <b>Max Pts</b> | <b>Pay Range</b> | <b>Casuals</b> | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> | <b>Step 4</b> | <b>Step 5</b> | <b>Step 6</b> | <b>Step 7</b> |
|----------------|----------------|------------------|----------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| 92             | 101            | 1                | 18.95          | 21.55         | 22.10         | 22.67         | 23.25         | 23.85         | 24.46         | 25.09         |
| 102            | 112            | 2                | 19.77          | 22.37         | 22.94         | 23.53         | 24.13         | 24.75         | 25.38         | 26.03         |
| 113            | 124            | 3                | 20.68          | 23.28         | 23.88         | 24.49         | 25.12         | 25.76         | 26.42         | 27.10         |
| 125            | 137            | 4                | 21.55          | 24.15         | 24.77         | 25.40         | 26.05         | 26.72         | 27.40         | 28.10         |
| 138            | 151            | 5                | 22.48          | 25.08         | 25.72         | 26.38         | 27.06         | 27.75         | 28.46         | 29.19         |
| 152            | 166            | 6                | 23.36          | 25.96         | 26.63         | 27.31         | 28.01         | 28.73         | 29.47         | 30.23         |
| 167            | 183            | 7                | 24.33          | 26.93         | 27.62         | 28.33         | 29.06         | 29.80         | 30.56         | 31.34         |
| 184            | 201            | 8                | 25.35          | 27.95         | 28.67         | 29.40         | 30.15         | 30.92         | 31.71         | 32.52         |
| 202            | 221            | 9                | 26.35          | 28.95         | 29.69         | 30.45         | 31.23         | 32.03         | 32.85         | 33.69         |
| 222            | 243            | 10               | 27.39          | 29.99         | 30.76         | 31.55         | 32.36         | 33.19         | 34.04         | 34.91         |
| 244            | 267            | 11               | 28.47          | 31.07         | 31.87         | 32.69         | 33.53         | 34.39         | 35.27         | 36.17         |
| 268            | 293            | 12               | 30.83          | 33.43         | 34.29         | 35.17         | 36.07         | 36.99         | 37.94         | 38.91         |
| 294            | 322            | 13               | 32.34          | 34.94         | 35.84         | 36.76         | 37.70         | 38.67         | 39.66         | 40.68         |
| 323            | 354            | 14               | 34.02          | 36.62         | 37.56         | 38.52         | 39.51         | 40.52         | 41.56         | 42.63         |
| 355            | 389            | 15               | 35.72          | 38.32         | 39.30         | 40.31         | 41.34         | 42.40         | 43.49         | 44.61         |
| 390            | 427            | 16               | 37.53          | 40.13         | 41.16         | 42.22         | 43.30         | 44.41         | 45.55         | 46.72         |
| 428            | 469            | 17               | 39.41          | 42.01         | 43.09         | 44.19         | 45.32         | 46.48         | 47.67         | 48.89         |
| 470            | 515            | 18               | 41.34          | 43.94         | 45.07         | 46.23         | 47.42         | 48.64         | 49.89         | 51.17         |
| 516            | 565            | 19               | 43.40          | 46.00         | 47.18         | 48.39         | 49.63         | 50.90         | 52.20         | 53.54         |
| 566            | 620            | 20               | 45.51          | 48.11         | 49.34         | 50.60         | 51.90         | 53.23         | 54.59         | 55.99         |
| 621            | 680            | 21               | 47.74          | 50.34         | 51.63         | 52.95         | 54.31         | 55.70         | 57.13         | 58.59         |
| 681            | 746            | 22               | 50.06          | 52.66         | 54.01         | 55.39         | 56.81         | 58.27         | 59.76         | 61.29         |
| 747            | 818            | 23               | 52.48          | 55.08         | 56.49         | 57.94         | 59.43         | 60.95         | 62.51         | 64.11         |
| 819            | 897            | 24               | 54.99          | 57.59         | 59.07         | 60.58         | 62.13         | 63.72         | 65.35         | 67.03         |
| 898            | 983            | 25               | 57.65          | 60.25         | 61.79         | 63.37         | 64.99         | 66.66         | 68.37         | 70.12         |

**APPENDIX B1  
HOURLY RATES OF PAY  
Effective April 1, 2011**

| <b>Min Pts</b> | <b>Max Pts</b> | <b>Pay Range</b> | <b>Casuals</b> | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> | <b>Step 4</b> | <b>Step 5</b> | <b>Step 6</b> | <b>Step 7</b> | <b>Step 8</b> |
|----------------|----------------|------------------|----------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| 92             | 101            | 1                | 19.55          | 22.15         | 22.72         | 23.30         | 23.90         | 24.51         | 25.14         | 25.78         | 26.44         |
| 102            | 112            | 2                | 20.37          | 22.97         | 23.56         | 24.16         | 24.78         | 25.42         | 26.07         | 26.74         | 27.43         |
| 113            | 124            | 3                | 21.32          | 23.92         | 24.53         | 25.16         | 25.81         | 26.47         | 27.15         | 27.85         | 28.56         |
| 125            | 137            | 4                | 22.20          | 24.80         | 25.44         | 26.09         | 26.76         | 27.45         | 28.15         | 28.87         | 29.61         |
| 138            | 151            | 5                | 23.17          | 25.77         | 26.43         | 27.11         | 27.80         | 28.51         | 29.24         | 29.99         | 30.76         |
| 152            | 166            | 6                | 24.07          | 26.67         | 27.35         | 28.05         | 28.77         | 29.51         | 30.27         | 31.05         | 31.85         |
| 167            | 183            | 7                | 25.06          | 27.66         | 28.37         | 29.10         | 29.85         | 30.62         | 31.40         | 32.20         | 33.03         |
| 184            | 201            | 8                | 26.11          | 28.71         | 29.45         | 30.20         | 30.97         | 31.76         | 32.57         | 33.41         | 34.27         |
| 202            | 221            | 9                | 27.14          | 29.74         | 30.50         | 31.28         | 32.08         | 32.90         | 33.74         | 34.61         | 35.50         |
| 222            | 243            | 10               | 28.22          | 30.82         | 31.61         | 32.42         | 33.25         | 34.10         | 34.97         | 35.87         | 36.79         |
| 244            | 267            | 11               | 29.33          | 31.93         | 32.75         | 33.59         | 34.45         | 35.33         | 36.24         | 37.17         | 38.12         |
| 268            | 293            | 12               | 31.75          | 34.35         | 35.23         | 36.13         | 37.06         | 38.01         | 38.98         | 39.98         | 41.00         |
| 294            | 322            | 13               | 33.32          | 35.92         | 36.84         | 37.78         | 38.75         | 39.74         | 40.76         | 41.81         | 42.88         |
| 323            | 354            | 14               | 35.04          | 37.64         | 38.60         | 39.59         | 40.60         | 41.64         | 42.71         | 43.81         | 44.93         |
| 355            | 389            | 15               | 36.76          | 39.36         | 40.37         | 41.41         | 42.47         | 43.56         | 44.68         | 45.83         | 47.01         |
| 390            | 427            | 16               | 38.64          | 41.24         | 42.30         | 43.38         | 44.49         | 45.63         | 46.80         | 48.00         | 49.23         |
| 428            | 469            | 17               | 40.56          | 43.16         | 44.27         | 45.40         | 46.56         | 47.75         | 48.97         | 50.23         | 51.52         |
| 470            | 515            | 18               | 42.56          | 45.16         | 46.32         | 47.51         | 48.73         | 49.98         | 51.26         | 52.57         | 53.92         |
| 516            | 565            | 19               | 44.66          | 47.26         | 48.47         | 49.71         | 50.98         | 52.29         | 53.63         | 55.01         | 56.42         |
| 566            | 620            | 20               | 46.82          | 49.42         | 50.69         | 51.99         | 53.32         | 54.69         | 56.09         | 57.53         | 59.00         |
| 621            | 680            | 21               | 49.12          | 51.72         | 53.05         | 54.41         | 55.80         | 57.23         | 58.70         | 60.21         | 61.75         |
| 681            | 746            | 22               | 51.50          | 54.10         | 55.49         | 56.91         | 58.37         | 59.87         | 61.41         | 62.98         | 64.59         |
| 747            | 818            | 23               | 53.97          | 56.57         | 58.02         | 59.51         | 61.04         | 62.61         | 64.22         | 65.87         | 67.56         |
| 819            | 897            | 24               | 56.55          | 59.15         | 60.67         | 62.23         | 63.83         | 65.47         | 67.15         | 68.87         | 70.64         |
| 898            | 983            | 25               | 59.29          | 61.89         | 63.48         | 65.11         | 66.78         | 68.49         | 70.25         | 72.05         | 73.90         |



LETTER OF UNDERSTANDING  
BETWEEN  
THE UNION OF NORTHERN WORKERS AND  
THE GOVERNMENT OF THE NORTHWEST TERRITORIES  
RELIEF EMPLOYEES

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The Parties agree that during the term of this agreement they shall meet on a quarterly basis to review the use of relief employees.

The Employer shall provide the Union with **monthly** reports indicating the use of relief employees.

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE  
THE GOVERNMENT OF THE NORTHWEST TERRITORIES (GNWT)  
AND  
THE UNION OF NORTHERN WORKERS (UNW)

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The parties agree that where the Employer reduces the hours of work of an occupied position, the employee shall be laid off in accordance with the lay-off provisions under Article 33 of the Collective Agreement. The employee may agree to accept the reduction in hours of work at any time during the three month notice period as set out in Article 33.02(a). Where the employee agrees to accept the reduction in hours of work the employee ceases to be on lay-off status and the reduction in hours of work shall take place no earlier than the end of the three month lay-off notice period.

JOB SHARE  
MEMORANDUM OF AGREEMENT

**Employees in Health and Social Services Authorities**

The parties agree as follows:

1. Job sharing is a voluntary arrangement between the Employer and two **or more** employees of a **Health and Social Services Authority in the Public Service** by which two **or more** employees agree to share the responsibilities and tasks of a full-time job in such a manner that each attends in the position for separate periods of time.
2. The terms and conditions governing job share arrangements will be as agreed to by the Union and the Employer.
3. The terms and conditions of job sharing arrangements agreed to by the parties form part of the Collective Agreement.
4. The terms and conditions of the Collective Agreement apply to the employees participating in a job sharing arrangement except as modified in this Memorandum.

**PARTIALLY FILLED JOB SHARE POSITIONS**

1. **Where an employee wishes to enter into a job share arrangement, and no other employee has been identified or agreed to share the position, the Employer may enter into a ‘job share employee extended’ employment relationship with the sole employee, while the employee and the Employer continue to seek another employee or candidate to fill the remaining portion of the position.**
2. **While the employee and the Employer continue to seek another employee or candidate to fill the remaining portion of the position, the Employer may place casual employees or transferred employees to fill the remaining portion of the position.**
3. **If, at the conclusion of one year of employment in a job share position, no other employee or candidate has been identified or agreed to share the position, the job share arrangement will terminate. The shared position will revert to a full-time indeterminate position, and in the case of an indeterminate employee, the employee will have the option to assume that position full time. In the case of an employee employed on a term basis for more than one year, the employee will have the option to assume that position full time until the end of the period of term employment.**

4. **The partially filled job share arrangement may be extended beyond one year, only with the approval of the Union. The Employer will ensure that a series of one-year term employees are not employed in lieu of filling the remaining portion of a job share position.**

### COLLECTIVE AGREEMENT

#### 2. DEFINITIONS

- (a) "Job Share Employee Extended": An indeterminate **or term** employee who has entered into a voluntary arrangement in which two **or more** employees share one full-time job in such a manner that each attends in the position for separate extended periods of time of **six weeks** or more. Such employees shall be treated for the purpose of receipt of benefits as seasonal employees.
- (b) "Job Share Employee Part-time": An indeterminate employee who has entered into a voluntary arrangement in which two employees share a full-time indeterminate job in such a manner that each attends in the position in any form of rotation of up to two weeks on and two weeks off; such employees shall be treated for the purpose of receipt of benefits as part-time employees.
- (c) The breaks between each period of job share service shall not interrupt the accumulation of "Continuous Employment" and "Continuous Service" with the Government of the Northwest Territories however shall not be included in the calculation of "Continuous Employment" and "Continuous Service".

#### 18. VACATION LEAVE - **DELETE EFFECTIVE April 1, 2011**

- (a) In lieu of vacation leave a "job share employee extended" shall be entitled to vacation pay at 6%, 8%, 10% or 12% of his/her earnings in accordance with accumulated length of service every pay period.
- (b) A job share employee part-time shall earn vacation leave in accordance with hours worked.

#### 42/43 INCOMING AND ULTIMATE REMOVAL ASSISTANCE

Job share employees shall be entitled to Articles 42 and 43 of the Collective Agreement except that where an employee receives assistance to return to the point of hire and back to the community of employment after each rotation the following will apply:

- (a) No ultimate removal or removal on initial appointment will be provided. However, transportation costs including meals and interim lodging en route plus cost for shipment of **two hundred and twenty five (225) kilograms** of luggage for the employee and each dependant will be provided for each rotation.
- (b) For the purpose of this clause only, a rotation is considered to be the move to the place of employment and the move from the place of employment before and after each period of job share service.

#### TERMINATION:

If an employee is unable to report to duty for his/her rotation for whatever reason it shall be the responsibility of the other employee to cover for a maximum of one month.

The Employer shall find a replacement for the remainder of the rotation.

If one of the employees terminates participation, there shall be a one month period in which to find a replacement before the job share arrangement is terminated. During this period the Employer shall make reasonable efforts to fill the vacant rotation. Failing this the job share arrangement is deemed to be terminated and the shared position must revert to a full-time indeterminate position, with the remaining employee having the option to assume that position full-time.

An employee who wishes to terminate participation must give one (1) month notice of resignation from the Public Service.

MEMORANDUM OF AGREEMENT  
BETWEEN  
THE GOVERNMENT OF THE NORTHWEST TERRITORIES  
AND  
THE UNION OF NORTHERN WORKERS

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Employee Travel Accident Insurance

All persons employed in the Public Service of the Northwest Territories are eligible to receive this benefit.

The Government of the Northwest Territories provides as an employee benefit Travel Accident Insurance, which insures employees against accidents, which may occur while the employee, is traveling "on the business of the insured".

The term "on the business of the insured" means any trip on assignment by or with the authorization of the Employer for the purpose of furthering the business of the Employer. At no cost to the employees this policy provides:

1. Accidental Death and Dismemberment
  - \$200,000.00 Principal Sum
  
2. Weekly Indemnity
  - The lesser of:
    - (a) \$250.00; or
    - (b) 70% of the employee's normal weekly earnings, or
    - (c) 100% of the employee's normal weekly earnings reduced by the amount of any weekly benefit which is payable to the employee by the Workers' Compensation **and Safety Commission**, or any other government agency in respect of the employee's disability. In no case shall the weekly income benefit be less than \$100.00.
  
3. Medical Expense
  - \$10,000.00 maximum

The following schedule sets out the benefits for loss occurring within 365 days from the date of an accident, and resulting directly and independently of all other causes from accidental bodily injuries sustained by an employee:

Proportion of Principal  
Sum Payable by Insured

|  |                |
|--|----------------|
| For Loss Of Life   | 100 percent    |
| For total and permanent loss of<br>Hearing in both ears or speech                | 66 2/3 percent |
| Hearing in one ear   | 16 2/3 percent |
| For permanent loss or total permanent loss of use of                             |                |
| Both hands at or above wrists  | 100 percent    |
| Both feet at or above ankles   | 100 percent    |
| One hand at or above wrist and one foot at or above ankle                        | 100 percent    |
| Entire sight of both eyes  | 100 percent    |
| One hand at or above wrist and entire sight of one eye                           | 100 percent    |
| One foot at or above ankle and entire sight of one eye                           | 100 percent    |
| One arm at or above elbow  | 75 percent     |
| One leg at or above knee   | 75 percent     |
| Either hand at or above wrist  | 66 2/3 percent |
| Either foot at or above ankle  | 66 2/3 percent |
| Thumb and index finger of either hand at or above<br>metacarpo-phalangeal joints | 33 1/3 percent |

If the employee should sustain more than one of the losses described above as the result of any one accident, the Insurer will pay the amount stated for each such loss up to but not exceeding in aggregate the amount referred to in the Schedule as the Principal Sum Benefit.

The indemnities set forth in this policy are in addition to any other benefits which may be payable by the Government of the Northwest Territories or by any insurance plan or scheme in which the Government participates with the employees.

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE UNION OF NORTHERN WORKERS  
AND  
THE GOVERNMENT OF THE NORTHWEST TERRITORIES

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The parties agree that the following employees in the Department of **Industry, Tourism and Investment, and the Department of the Environment and Natural Resources**, shall be scheduled shift work:

- Parks employees
- Visitor Centre employees
- Forest Fire Management employees

The parties further agree that Articles 22.02 to 22.06 and 27 shall apply to these employees for the period of May 1 to September 30 of each year and Article 22.01 shall apply for the remainder of the year.



MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE UNION OF NORTHERN WORKERS  
AND  
THE GOVERNMENT OF THE NORTHWEST TERRITORIES

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In agreeing to delete or alter certain provisions of the Collective Agreement, the parties agree that Article 14.06 and the Memorandum of Understanding entitled "Exclusions from the Bargaining Unit U.N.W." were rendered null and void and definitions 2.01(d) and 2.01 (o)(v) to (xi) were altered by the recent amendments to the *Public Service Act*.

The parties agree that within six (6) months of the signing of this Collective Agreement, they will meet in the same manner as if Article 5.02 continued to apply to the facts outlined in the first sentence and:

- (i) negotiate appropriate substitutes;
- (ii) work out an arrangement for monitoring exclusions to ensure that the exclusion provisions under the *Public Service Act* are applied in a reasonable manner.

MEMORANDUM OF AGREEMENT  
BETWEEN  
THE GOVERNMENT OF THE NORTHWEST TERRITORIES  
AND  
THE UNION OF NORTHERN WORKERS

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The parties agree that the Hay Job Evaluation guide charts when used in conjunction with benchmark positions either set out in the Job Evaluation Manual or to be included therein, must be such as to provide for gender neutral job evaluations. The parties also agree that the job evaluation appeal process under Article 36 of the Collective Agreement has been devised to provide a joint and independent process for ensuring that each individual job evaluation result is gender-neutral.

Therefore, the parties agree to the following process:

- (1) The Deputy Head shall, at the end of each month, refer all appeals that have been received in the applicable month to a Job Evaluation Appeal Board under Article 36.04(1).
- (2) The Job Evaluation Appeal Board shall group positions under appeal that may be the same or similar and select one or a small sample of positions to determine whether the evaluations are proper. If a unanimous evaluation decision is not reached, the selected position(s) shall be referred to the Job Evaluation Review Board for a majority evaluation decision.
- (3) The Deputy Head shall implement the evaluation decision in (2) above for the selected position(s). The Deputy Head shall also forward the evaluation decision from (2) above along with all the other positions under appeal in (2) above to the appropriate Departmental Job Evaluation Committee. The Departmental Job Evaluation Committee shall examine the evaluations for all the other positions under appeal taking into account the evaluation decision in 2 above. The Job Evaluation Committee shall also examine the evaluations for other positions that might be impacted by the evaluation decision in (2) above. The Job Evaluation Committee shall forward the results of its examination of the job evaluations for the other positions under appeal and other impacted positions to the applicable immediate supervisor.

- (4) The Immediate Supervisor or a representative of management who is knowledgeable in the Job Evaluation System shall discuss the evaluation results from (3) above with the employee. The employee has the right to accept the results, or, in the case of a position already under appeal, ask that the appeal be pursued under Article 36.04 and, in the case of an impacted position, appeal the evaluation decision. If accepted, the results will be implemented in the same manner as the decision(s) in (2) above were implemented. If the results are not accepted, the original appeal or a new appeal as applicable will be decided under Article 36.04.

The parties further agree to compile and update an addendum to the Job Evaluation Manual that contains all the decisions with respect to job evaluation appeals. The addendum shall contain the job description, organization chart, the job evaluation string results and rationale for each appeal decision. The addendum shall become an additional tool to assist the Departmental Job Evaluation Committees with the evaluation of positions and the Job Evaluation Appeal and Review Boards in deciding future appeals under Article 36.04.

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE GOVERNMENT OF THE NORTHWEST TERRITORIES  
AND  
THE UNION OF NORTHERN WORKERS

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Where the Employer identifies the need to pay a Labour Market Supplement to deal with recruitment and retention problems resulting from unusual labour market shortages, the Employer will continue the past practice of meeting with the Union to negotiate the terms of the Labour Market Supplement.

MEMORANDUM OF UNDERSTANDING  
 BETWEEN  
 THE GOVERNMENT OF THE NORTHWEST TERRITORIES  
 AND  
 THE UNION OF NORTHERN WORKERS

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The Employer and the Union agree that some provisions in the following Bridging Agreements may continue to apply to employees who transferred from the Federal Government under the terms of the applicable Bridging Agreement.

|  |          |          |
|--|----------|----------|
| Baffin Transfer – Phase 1                                    | October  | 8, 1982  |
| Baffin Transfer – Phase 2                                    | December | 16, 1986 |
| Federal Government Employees of<br>Health and Welfare Canada | January  | 28, 1988 |
| Arctic Airports B & C  | February | 12, 1990 |
| Arctic Airports A  | April    | 11, 1995 |
| Human Resource Development Canada                            | December | 17, 1997 |

The Employer agrees to provide affected employees with a replacement copy of the applicable Bridging Agreement upon request.

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE  
GOVERNMENT OF THE NORTHWEST TERRITORIES  
AND  
THE UNION OF NORTHERN WORKERS

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The parties agree that for the term of this Collective Agreement this Memorandum will apply, on a trial basis, to trainees employed by the Employer.

1. The provisions of this Memorandum shall apply to trainees supported by the Public Service Career Training Program and trainees with a comprehensive training plan.
2. Comprehensive training plans must include:
  - Specific identified learning objectives;
  - Learning activities appropriate for the development of identified learning objectives;
  - A time frame for the development of the specified learning objectives; and
  - Evaluation to substantiate successful accomplishment of the specific learning objectives.
3. Trainees' rates of pay will be based on a percentage of step one of the appropriate pay rate as follows:

Three Year Training Program

|        |     |
|--------|-----|
| Year 1 | 70% |
| Year 2 | 75% |
| Year 3 | 80% |

Two Year Training Program

|        |     |
|--------|-----|
| Year 1 | 75% |
| Year 2 | 80% |

One year Training Program

Year 1      80%

4. The Union shall approve all training plans, and their approval shall not be unreasonably withheld.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE UNION OF NORTHERN WORKERS  
AND  
THE GOVERNMENT OF THE NORTHWEST TERRITORIES**

**The parties agree that within 120 days of the ratification of this Collective Agreement, the following information will be available to individual employees through Employee Self Service:**

- **Employee's date of hire with the Government of the Northwest Territories**
- **Employee's Government of the Northwest Territories continuous service date**
- **Details of the employee's leave including date leave was taken, type of leave taken**



**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE GOVERNMENT OF THE NORTHWEST TERRITORIES  
AND  
THE UNION OF NORTHERN WORKERS  
  
AURORA COLLEGE EDUCATORS**

The parties agree that the provisions of Article A9.01 shall take effect upon ratification of this collective agreement and remain in effect until ratification of the collective agreement which replaces the 2009 – 2012 collective agreement. Upon ratification of the collective agreement which replaces the 2009 – 2012 collective agreement, this Memorandum shall expire.

The GNWT and the UNW agree, as part of the negotiations to replace the 2009 – 2012 collective agreement, to negotiate the provisions of Article A9.01. If the parties are unable to reach an agreement on Article A9.01, the provisions of Article A9.01 and A6 contained in the 2005-2009 collective agreement, and included below, shall apply in the collective agreement which replaces the 2009 – 2012 collective agreement.

The GNWT and the UNW shall create a committee comprised of three College Educators, one from each College campus, and three representatives designated by the College to meet at least two times each academic year to review the application of the new language in Article A9.01. The College would provide for the travel and accommodation costs incurred by the College Educators to attend these meetings.

**APPENDIX A9  
COLLEGE EDUCATORS**

A9.01(a)(d)(e), and A9.02 to A9.14 inclusive, "instructor" includes adult educator.

- A9.01(a) The College instructional year will be two hundred (200) working days for each instructor. The Employer shall make every reasonable effort to schedule the working days between September 1 and June 30. A working day consists of 7.5 consecutive hours and the work week shall be 37.5 hours, Monday to Friday.
- (b) Class contact hours for instructors shall not exceed 900 hours in any instructional year. Contact hours beyond 450 hours in either half of the year shall be on a voluntary basis and paid in accordance with A9.01(c). One contact hour shall be one hour of lecture, seminar, shop, workshop, laboratory work, tutorial or group remedial sessions.

- (c) Instructors who are required by the Employer to work in excess of the instructional year or in excess of or outside of A9.01(a) or (b) shall receive overtime at one and one-half times his/her straight time rate.
- (d) Annual salary is calculated on the basis of an instructor working 200 days per instructional year.
- (e) The instructor shall have a minimum of one week without class contact between courses.
- (f) An instructor's vacation leave taken between the end of that instructor's instructional year and the start of the instructor's next instructional year shall not be counted as working days for that instructor.

#### APPENDIX A6

##### A6.06 Pay Rates for Adult Educators in Training:

- (a) Three Year Training Program
  - Year One: 75% of Basic Adult Educator Salary
  - Year Two: 80% of Basic Adult Educator Salary
  - Year Three: 85% of Basic Adult Educator Salary
- (b) Two Year Training Program
  - Year One: 80% of Basic Adult Educator Salary
  - Year Two: 85% of Basic Adult Educator Salary