

# COLLECTIVE AGREEMENT

between

## THE VILLAGE OF FORT SIMPSON

(hereinafter referred to as the 'Employer')

and

## THE PUBLIC SERVICE ALLIANCE OF CANADA

as represented by its Component:

### The Union of Northern Workers

(hereinafter referred to as the 'Union')

**EFFECTIVE:** January 1, 2008  
**EXPIRES:** December 31, 2010

The Union of Northern Workers  
Suite 200, 5112-52nd Street  
Yellowknife, NT  
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## **ARTICLE I**

### **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.
- 1.02 The parties to this Agreement share a desire to improve the quality, to promote well-being and increase the productivity of the Employees to the end that the Employer will be well and efficiently served. Accordingly, the parties are determined to establish, within the framework provided by law, an effective working relationship at all levels in which members of the Bargaining Unit are employed.

## **ARTICLE 2**

### **INTERPRETATION AND DEFINITIONS**

- 2.01 For the purpose of this Agreement:
- (a) "Agreement" and "Collective Agreement" means this Collective Agreement;
  - (b) "Alliance" means the Public Service Alliance of Canada;
  - (c) "Bargaining Unit" means all Employees of the Village of Fort Simpson except the Senior Administrative Officer;
  - (d) "Calendar Year" means the period of time from January 1 to December 31 in the same year;
  - (e) "Casual Employee" means a person employed by the Employer for work of a temporary nature. Casual employees shall not work more than 650 hours (exclusive of overtime) within a four month period;
  - (f) A "common-law spouse" relationship is said to exist when, for a continuous period of at least one year, an Employee has lived with a person, and publicly represented that person to be their spouse;
  - (g) "Continuous Employment" and "Continuous Service" means uninterrupted employment with the Employer; and with reference to reappointment of a lay-off his employment in the position held by him at the time he was laid off, and his employment in the position to which he is appointed shall constitute continuous employment;
  - (h) "Day of Rest" in relation to an Employee means a day other than a holiday on which that Employee is not ordinarily required to perform the duties of his position other than by reason of his being on leave of absence;

- (i) “Dependant” means a person residing with the Employee who is:
  - (i) that Employee’s spouse (including common-law);
  - (ii) child, including step-child, and adopted child who:
    - (a) is under twenty-one (21) years of age and dependent upon him/her for support, or
    - (b) being over twenty-one (21) years of age and dependant upon him/her by reason of full time attendance at an educational institution or mental or physical infirmity;
  - (iii) or any other relative of the employee’s household who is wholly dependent upon the employee for support by reason of mental or physical infirmity;
- (j) “Effects” includes the furniture, household goods and equipment and personal effects of Employees and their dependants at the time of their move, but does not include, automobiles, boats, motorcycles, snowmobiles, trailers, animals, or foodstuffs;
- (k) “Employee” means a member of the bargaining unit;
- (l) “Employer” means the Village of Fort Simpson;
- (m) “Fiscal Year” and “Calendar Year” means the period of time from January 1, to December 31, in the same year;
- (n) “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;
- (o) “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;
- (p) “Lay-off” means the termination of employment because of lack of work, lack of funding or the discontinuance of a function;
- (q) “Lieu Time” means the equivalent leave with pay take in lieu of cash payment;
- (r) “May” shall be regarded as permissive and “Shall” and “Will” as imperative;
- (s) “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 any other levy;
- (t) “Part time Employee” means an employee who has been hired to a position for which the hours of work on a continuing basis are less than the standard work day, work week or work month for that position;
- (u) “Probation” means a period of six (6) months from the day upon which an Employee is first hired;

- (v) "Promotion" means the appointment of an Employee to a new position at a higher range;
- (w) "Rates of Pay":
  - (i) "daily rate of pay" means an employees hourly rate of pay, as set out in Appendix A, multiplied by the employee regular daily hours of work;
  - (ii) "weekly rate of pay" means an employee's daily rate of pay multiplied by five; and
  - (iii) "annual rate of pay" means an employee's weekly rate of pay multiplied by 52.176;
- (x) "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;
- (y) "Seniority" means length of service with the Employer in a permanent position. Casual and term employees, if they are hired into a permanent position within sixty (60) days of the termination of their term or casual employment, shall have their seniority date adjusted from the date of hire into the permanent position to give credit for all hours worked as a term or casual employee;
- (z) "Term employee" means a person hired by the Employer for a specified period of time to perform a certain job;
- (aa) "Transfer" means the appointment of an Employee to another position, that does not constitute a promotion or demotion;
- (bb) "Week" for the purposes of this Agreement shall be deemed to commence at 12:01 a.m. on Sunday and terminate at midnight on Saturday;
- (cc) "Union" means the Public Service Alliance of Canada as represented by its agent the Union of Northern Workers;

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

- (a) if defined in the **Labour Standards Act** or in the Regulations made thereunder, have the same meaning as given to them in that **Act**; and
- (b) if defined in the **Interpretation Act**, but not defined elsewhere in this Agreement have the same meaning as given to them in the **Interpretation Act**.

2.03 Feminine, masculine, singular and plural pronouns used in this Agreement shall be interchangeable in the interpretation of this Agreement except where specifically precluded by the context.

## ARTICLE 3

### RECOGNITION AND HUMAN RIGHTS

- 3.01 The Employer recognizes the Union as the exclusive bargaining agent for all Employees in the bargaining unit.
- 3.02 The Employer will advise prospective employees that the Village of Fort Simpson is a unionized workplace.
- 3.03 All employees covered by this Agreement must become members of and maintain membership in good standing in the Union within thirty (30) days of the date they commenced employment. They shall maintain membership as a continuing condition of employment.

### **DISCRIMINATION**

- 3.04 The Employer, the employees and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any Employee by reason of age, sex, race, creed, colour, ancestry, nationality, ethnic origin, religion, disability, gender identity, family affiliation, political belief, political association, social condition, national origin, marital status, family status, sexual orientation, mental or physical disability, conviction for which a pardon has been granted, political or religious affiliation, nor by reason of union membership or activity or for exercising their rights under the Collective Agreement.
- 3.05 The Employer shall make every reasonable effort, up to the point of undue hardship, to find alternate employment within its employ for an Employee who becomes unable to carry out his normal work functions as a result of a physical or mental disability arising as a result of his employment with the Employer.
- 3.06 The Employer, the employees and the Union recognize the right of all persons employed by the Employer to work in an environment free from unwanted personal harassment, sexual harassment, abuse of authority or workplace violence and agree that any of the aforementioned actions will not be tolerated in the workplace.
- 3.07 The Employer will take such disciplinary measures, as the Employer deems appropriate, against any person under the Employer's direction who subjects any employee to personal harassment, sexual harassment, abuse of authority or workplace violence.

### **FREEDOM FROM PERSONAL HARASSMENT**

- 3.08 Personal harassment means any vexatious behavior in the form of repeated and hostile or unwanted conduct, verbal comments, actions or gestures that affects an employee's dignity or psychological or physical integrity and that results in a harmful work environment for the employee by a person employed by the Employer that is directed at and offensive to another person employed by the Employer which the first person knew or ought reasonably to have known would be unwelcome.
- 3.09 Abuse of authority means an individual's improper use of power and authority inherent in the position held, by means of intimidation, threats, blackmail or coercion. This comprises actions which endanger an employee's **job**, undermine an employee's ability



to perform the job or threatens the economic livelihood of an employee. However, it shall not include the legitimate exercise of an individual's supervisory power or authority.

### **FREEDOM FROM SEXUAL HARASSMENT**

- 3.10 "Sexual harassment" means any conduct, comment, gesture or contact of a sexual nature:
- (a) that is likely to cause offence or humiliation to any employee;
  - (b) that might, on reasonable grounds, be perceived by that placing a condition of a sexual nature on employment or on any opportunity for training or promotion.
- 3.11 Every employee is entitled to employment free of sexual harassment.
- 3.12 The Employer, the employees and the Union will make every reasonable effort to ensure that no employee is subjected to sexual harassment.
- 3.13 Complaints of sexual harassment shall be brought to the attention of the Employer at any level of management appropriate to the circumstances. An employee may be assisted by the Union in making a complaint.
- 3.14 The Employer will not disclose the name of the complainant or the circumstances related to the complaint to any person except where disclosure is necessary for the purposes of investigating the complaint, taking disciplinary measures in relation thereto, or advising **law** enforcement officials as necessary.
- 3.15 The Employer shall in consultation with the Union issue a policy statement concerning sexual harassment which substantially conforms to the provisions of this Article. The Employer shall make each person under the Employer's direction aware of the policy statement concerning **sexual** harassment.

### **FREEDOM FROM WORKPLACE VIOLENCE**

- 3.16 "Workplace violence" means any incident, in which an employee is abused, threatened or assaulted during the course of his or her employment, and includes but is not limited to all forms of harassment, bullying, intimidation and intrusive behavior of a physical or emotional nature.
- 3.17 Every employee is entitled to a workplace free from workplace violence.
- 3.18 The Employer, the employees and the Union will make every reasonable effort to ensure that no employee is subjected to workplace violence.
- 3.19 No employee shall be required to perform work at any worksite under circumstances of workplace violence by third parties. The Employer shall take appropriate remedial measures in such situations.
- 3.20 Complaints of workplace violence shall be brought to the attention of the Employer at any level of management appropriate to the circumstances. An employee may be assisted by the Union in making a complaint.
- 3.21 The Employer will not disclose the name of the complainant or the circumstances related to the complaint to any person except where disclosure is necessary for the purposes of

investigating the complaint, taking disciplinary measures in relation thereto, or advising law enforcement officials as necessary.

- 3.22 The Employer shall in consultation with the Union issue a policy statement concerning workplace violence which substantially conforms to the provisions of this Article. The Employer shall make each person under the Employer's direction aware of the policy statement concerning workplace violence.

#### **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 in the same proportion as their weekly hours of work compare to the standard work week.
- 4.03 The Employer and the Union will share equally all costs associated with printing one copy of the Collective Agreement for the Union, one copy for the Employer and one copy of the Collective Agreement for each employee. The Employer will arrange for the printing of the Collective Agreement.
- 4.04 The Employer will provide new employees with a copy of the Collective Agreement.

#### **ARTICLE 5**

##### **FUTURE LEGISLATION**

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

#### **ARTICLE 6**

##### **CONFLICT OF PROVISIONS**

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

## **ARTICLE 7**

### **STRIKES AND LOCKOUTS**

- 7.01 During the life of the Agreement there shall be no lockout by the Employer and no work stoppage by any Employee or Employees.

## **ARTICLE 8**

### **MANAGERIAL RESPONSIBILITIES**

- 8.01 Employer decisions will be carried out or made in a manner that is just and reasonable considering all surrounding circumstances.
- 8.02 Except as provided in this Agreement, nothing in this Agreement shall affect the rights of the Employer to manage the business of the Village of Fort Simpson.

## **ARTICLE 9**

### **OUTSIDE EMPLOYMENT**

- 9.01 Subject to clause 9.02, an employee can carry on any business or employment outside his regularly scheduled hours of duty without interference from the Employer.
- 9.02 Employees are prohibited from carrying on any business or employment outside their regularly scheduled hours of duty when such business or employment is such that:
- (a) a conflict of duties may develop between an employee's regular work and his outside interests; and
  - (b) certain knowledge and information available only to Village personnel places the individual in a position where he can exploit the knowledge or information for personal gain.

## **ARTICLE 10**

### **EMPLOYER POLICIES**

- 10.01 The Employer shall provide the Union with a copy of all personnel policies. Where the Employer proposes to issue a personnel policy which is intended to clarify the interpretation or application of the Collective Agreement, the Employer consult with the Union through the Labour Management Committee prior to issuing the policy.

## **ARTICLE 11**

### **UNION ACCESS TO EMPLOYER PREMISES**

- 11.01 Provided advance notice is given to the Employer, the Union may use a room at the Village Recreation Centre, if one is available, for meetings of employees in the Bargaining Unit and Union representatives, provided there is no disruption to the Employer's operations.
- 11.02 When there has been at least two hours advance notice to the Employer, during working hours the Employer will permit an accredited Representative of the Union access to the Employer's work premises. The Employer may require the Union representative to be accompanied by an Employer representative.

## **ARTICLE 12**

### **APPOINTMENT OF REPRESENTATIVES**

- 12.01 The Employer acknowledges the right of the Union to appoint Employees as Representatives.

## **ARTICLE 13**

### **TIME-OFF FOR UNION BUSINESS**

#### **ARBITRATION HEARINGS**

- 13.01 The Employer will grant leave with pay to the Representative of an employee who is a party to the grievance to attend the arbitration hearing.
- 13.02 The Employer will grant leave with pay to an employee called as a witness before an Arbitration Hearing.
- 13.03 The Employer will grant leave with pay to an employee who is a party to the grievance which is before an Arbitration Board to attend the Arbitration Hearing, except while an employee is on suspension without pay.
- 13.04 Where an employee and his representative are involved in the processing of his grievance, they shall be granted, subject to prior approval by the Employer, up to two (2) hours per day leave with pay for meetings held on the Employer's premises.

#### **CONTRACT NEGOTIATIONS MEETINGS**

- 13.05 The Employer will grant leave with pay for one (1) Employee and leave without pay for one (1) other employee for the purpose of attending contract negotiations on behalf of

the Union for the duration of such negotiations. Leave will be granted only for regularly scheduled hours.

### **PREPARATORY CONTRACT NEGOTIATIONS MEETINGS**

13.06 The Employer will grant leave without pay to two (2) Employees for a maximum of one (1) day each to attend preparatory negotiations meetings, provided such meetings cannot be scheduled outside of working hours.

### **MEETINGS BETWEEN EMPLOYEE ORGANIZATIONS AND MANAGEMENT**

13.07 The Employer will grant time-off with pay to up to two (2) Employees who are meeting with management on behalf of the Union.

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

13.08 Where operational requirements permit, the Employer will grant reasonable leave without pay to a maximum of two (2) Employees to attend executive council meetings and conventions of the Alliance, the Canadian Labour Congress and the NWT Federation of Labour:

- (a) The Employer shall grant reasonable leave without pay to an Employee elected to attend conventions of the Union of Northern Workers; and
- (b) Should a second Employee be elected to attend conventions of the Union of Northern Workers, where operational requirements permit, reasonable leave without pay will be granted.

### **REPRESENTATIVES TRAINING COURSE**

13.09 Where operational requirements permit, the Employer will grant reasonable leave without pay to a maximum of two (2) Employees who have been appointed as Representatives on behalf of the Union to undertake training related to the duties of a representative.

13.10 Where operational requirements permit, upon reasonable notice, the Employer will grant leave without pay to a maximum of two (2) Employees:

- (a) to participate as a delegate 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.

13.11 Leave without pay under clauses 13.08, 13.09, and 13.10 must be requested at least fourteen (14) days in advance.

## **TIME-OFF FOR REPRESENTATIVES**

- 13.12 A Representative shall obtain the permission of the Senior Administrative Officer before leaving his 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.
- 13.13 The Representative shall make every reasonable effort to report back the Senior Administrative Officer before resuming his normal duties.

## **LEAVE FOR UNION OFFICE**

- 13.14 (a) (i) Employees elected as President, First Vice-president, 2nd Vice-President, Regional Vice-president, National Executive Vice-president or Regional Executive Vice-president of the Union shall be granted leave of absence for the term of office. During the leave of absence such employees shall maintain all accumulated rights and benefits to which they are entitled under the Agreement.
- (ii) Upon reasonable notification, the Employer shall grant leave without pay to the Union representative seconded for a minimum period of one week to serve as President of the Union on a temporary basis.
- (b) The Employer shall continue to pay such employees their applicable salary in accordance with the terms of the Agreement. Upon invoice by the Employer, the Union shall reimburse the Employer for the amounts so paid.
- (c) The benefits of any group shall be extended to such employees and the Union will reimburse the Employer for such costs involved.
- (d) Such employees shall be entitled to an increment for each year of their leave of absence to a maximum of Step Six in their pay range applicable to their salary.
- (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 employee shall be offered as a minimum the position they held with the Employer before they commenced the leave of absence. When such employees wish to invoke this clause of the Agreement they shall provide the Employer with a three month notice of their intent to do so.
- (g) Notwithstanding Clause 13.14(f), the Employer may make an offer of employment to employees to a position inside the Bargaining Unit should such employee bid on a competition and be the successful candidate.
- (h) Employees on leave under this clause shall not accumulate seniority.

## **OTHER UNION LEAVE**

- 13.15 Subject to operational requirements, at the request of an employee, the Employer may grant an employee a leave of absence without pay to work for the Union.

## **ARTICLE 14**

### **MEMBERSHIP FEES DEDUCTION**

- 14.01 Effective the first of the month following the signing of this Agreement, the Employer will, as a condition of employment, deduct an amount equal to the amount of Membership Fees from the pay of all Employees in the Bargaining Unit.
- 14.02 The Union shall inform the Employer in writing of the amount of Membership Fees to be deducted from each Employee in the Bargaining Unit.
- 14.03 For the purpose of applying Clause 14.01, 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.
- 14.04 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.
- 14.05 The amounts deducted in accordance with Clause 14.01 shall be remitted to the Comptroller of the Alliance by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each Employee and the deductions made on his behalf.
- 14.06 The Employer may make deductions for other purposes from an Employee's pay upon the written request of the Employee.
- 14.07 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.
- 14.08 The Employer agrees to identify annually on each Employee's T-4 slip the total amount of Membership Fees deducted for the preceding year.

## **ARTICLE 15**

### **INFORMATION**

- 15.01 (a) The Employer agrees to provide the Union, on a monthly basis, with information concerning the identification of each member in the Bargaining Unit. This information shall include the name, address (as given to the Employer) job title, rate of pay, social insurance number, and employment status (permanent, term or casual; part time or full time) of all Employees in the Bargaining Unit.
- (b) The Employer shall indicate which Employees have been hired or transferred and those Employees whose employment has been terminated during the period reported. The Union shall be notified of Employees not paying Membership Fees due to leave, and the type of leave.

- 15.02 The Employer shall provide each Employee with a copy of this Collective Agreement.
- 15.03 The Employer agrees to provide each new Employee with a copy of this Collective Agreement upon hiring.
- 15.04 The Employer shall notify the Union of all newly created employment positions including its designation as to whether it is within or outside of the Bargaining Unit.

## **ARTICLE 16**

### **SENIORITY**

- 16.01 Seniority shall be applied on a bargaining unit basis.
- 16.02 A newly hired Employee shall be on probation for a period of six (6) months. During the probationary period, the Employee shall be entitled to all rights and benefits of this Agreement except where his rights are otherwise limited by this Agreement.
- 16.03 The Employer shall maintain a seniority list showing the date upon which each Employee's service commenced. The seniority list shall be kept current, a copy of which shall be posted on the bulletin board, and shall be sent to the Union every year.
- 16.04 Seniority shall not accumulate during a leave of absence without pay (except maternity or parental leave) and during layoff.
- 16.05 Term and casual employees shall not accumulate seniority unless they accept a permanent position in accordance with Clause 2.01(y) in which case the provisions of that Clause shall apply.
- 16.06 An employee shall lose his seniority and is terminated in the following circumstances:
- (a) if he is discharged for just cause and is not reinstated;
  - (b) if he resigns voluntarily;
  - (c) if he abandons his position:
  - (d) if he is on layoff for more than twelve (12) months; and
  - (e) if, following layoffs, he fails to return to work within ten (10) working days of being recalled.



## **ARTICLE 17**

### **PROVISION OF BULLETIN BOARD**

#### **SPACE AND OTHER FACILITIES**

- 17.01 The Employer shall provide bulletin board space in the Village Office and Public Works shop clearly identified for exclusive Union use.
- 17.02 The Employer may make available to the Union specific locations at the Village Office and Public Works shop for the placement of bulk quantities of literature of the Union.
- 17.03 Upon reasonable notice and when the space is available, the Employer shall make available to the Union and the members of the Bargaining Unit a suitable meeting room to be used from time to time for the business relating to the Bargaining Unit.
- 17.04 The Employer will process any mail originating from the Union addressed to all Employees in accordance with the Employer's normal internal mail distribution system.
- 17.05 A representative of the Union shall have the right to give each new Employee an orientation of up to fifteen (15) minutes and the representative of the Union shall be given leave with pay for such purposes.

## **ARTICLE 18**

### **DESIGNATED PAID HOLIDAYS**

- 18.01 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) Victoria Day;
  - (e) Aboriginal Day;
  - (f) Canada Day;
  - (g) Civic Holiday, the first Monday in August;
  - (h) Labour Day;
  - (i) Thanksgiving Day;
  - (j) Remembrance Day;
  - (k) Christmas Day;
  - (l) Boxing Day; and
  - (m) any holiday (full day or half day) proclaimed by the Government of Canada, the Government of the NWT, or the Village Council.
- 18.02 Clause 18.01 does not apply to an employee who is absent without cause on one of the working days immediately preceding or the working day following the Designated Paid Holiday, except with the approval of the Employer.

- 18.03 When a day designated as a Designated Paid Holiday under Clause 18.01 coincides with an employee's day of rest, the Designated Paid Holiday shall be moved to the employee's first working day following his day of rest.
- 18.04 When a Designated Paid Holiday is moved to another day under the provisions of Clause 18.03:
- (a) work performed by an employee on the day from which the Designated Paid 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 Designated Paid Holiday was moved, shall be considered as work performed on a Designated Paid Holiday.
- 18.05 When the Employer requires an Employee to work on a Designated Paid Holiday as part of his regularly scheduled hours of duty or as overtime when he is not scheduled to work he shall be paid in addition to the pay that he would have been granted had he not worked on the Designated Paid Holiday, time and one-half (1½x) for the first four (4) hours and double time (2x) for all subsequent hours worked.
- 18.06 Subject to Article 28 (Pay), at the Employees' option, the amounts payable pursuant to Clause 18.05 may be taken either in cash or, subject to Clause 19.07, in lieu time.
- 18.07 Where a day that is a Designated Paid Holiday for an employee falls within a period of leave with pay, the Designated Paid Holiday shall not count as a day of leave.
- 18.08 Where operational requirements permit, an Employee shall not **be** required to work both Christmas and New Year's Day.

## **ARTICLE 19**

### **LEAVE – GENERAL**

- 19.01 During the month of February in each year the Employer shall inform each employee in writing of the balance of his special, sick and vacation leave credits as of the 31st day of December.
- 19.02 If, at the end of the calendar year, an Employee's entitlement to vacation leave with pay includes a fractional entitlement of less or more than one-half day the entitlement shall be increased as follows:
- (a) to a half day if the fractional entitlement is less than one-half day;
  - (b) to a full day if the fractional entitlement is more than one-half day.
- 19.03 When the Employer rejects an Employee's application for leave, the reasons for the rejection shall be provided to the Employee in writing within two (2) working days.

- 19.04 An Employee's request for any leave will be responded to by the Senior Administrative Officer within two (2) working days.
- 19.05 An employee who is on leave of absence with pay is entitled to receive all allowances and benefits during the period of the leave of absence with pay.
- 19.06 An employee who is on leave of absence without pay is not entitled to receive any pay, allowances, benefits or vacation travel assistance during the period of leave of absence without pay, except for allowances, benefits or vacation travel assistance earned by the employee prior to the commencement of the leave of absence without pay. Periods of absence without pay shall not be considered continuous employment.
- 19.07 At the request of an employee, overtime, pay for work on a Designated Paid Holiday under Clause 18.05 and call back pay under Clause 30.01 will be accumulated as lieu time, to a maximum of eighty (80) hours. All overtime pay, pay for work on a Designated Paid Holiday and call back time in excess of eighty (80) hours must be compensated in cash. Lieu time shall be taken at a time agreed to between the Employer and the employee. Employees may request a cash payout of their lieu time bank no more than once every six (6) months.

## **ARTICLE 20**

### **VACATION LEAVE**

#### **ACCUMULATION OF VACATION LEAVE**

- 20.01 An employee is not entitled to receive more than earned vacation leave.
- 20.02 A full time employee who has earned at least ten (10) days pay for each calendar month shall earn vacation leave at the rate of:
- (a) one and one-quarter (1 1/4) days for each month if he has completed less than two (2) years of continuous employment;
  - (b) one and two-thirds (1 2/3) days for each month if he has completed more than two (2) years and less than ten (10) years of continuous employment;
  - (c) two and one-twelfth (2 1/12) days for each month if he has completed more than ten (10) years and less than twenty (20) years of continuous employment; and
  - (d) two and one-half (2 1/2) days for each month if he has completed more than twenty (20) years of continuous employment.
- 20.03 Casual employees shall be paid holiday pay in accordance with the *Labour Standards Act*.

## GRANTING OF VACATION LEAVE

20.04 Subject to the operational requirements of the Employer 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 calendar year in which it is earned;
- (b) not to recall an employee to duty after he has proceeded on vacation leave;
- (c) to grant the employee his vacation leave during the calendar year in which it is earned at a time specified by him;
- (d) to comply with any request made by an employee before October 31, that he be permitted to use in the following calendar year any period of vacation leave earned by him in the current year;
- (e)
  - (i) to grant the employee vacation leave for at least three (3), four (4), five (5) or six (6) consecutive weeks depending upon his vacation leave entitlements when so requested by the employee; and
  - (ii) to grant employees their vacation leave preference and to give special consideration to employees with school-age children who wish to take their vacation leave during the months of July and August and where as between two or more employees have expressed a preference for the same period of vacation leave length of service with the Employer will prevail; and
  - (iii) where the operational requirements of the service are such that an employee is not permitted to take his vacation leave during the months of June to September inclusive in one calendar year special consideration will be given to his being granted his vacation leave during the months of June to September in the next calendar year: and
- (f) to grant the employee his vacation leave specified by the employee if the period of vacation leave is less than a week providing the employee gives the Employer reasonable advance notice.

20.05 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.

20.06 Employees shall submit their requests for vacation leave for five (5) calendar days or more at least five (5) working days in advance of the requested commencement date of the Employee's vacation leave.

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

- (a) is granted special leave when there is a death in his immediate family as defined in Article 22; or
- (b) is granted special leave with pay because of illness in the immediate family as defined in Article 22: 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**

20.08 Employees are not permitted to carry-over vacation leave credits earned with the Employer more than one calendar year unless otherwise agreed between the Employer and the employee, and all earned but unused vacation leave credits will be liquidated in cash in the month of January of the second year following the year in which they were earned so that no employee has as of the 31st day of December in each year have more leave credits than those which were earned in that calendar year.

20.09 When during any period of vacation leave an employee is recalled to duty, he shall be reimbursed for reasonable expenses, as normally defined by the Employer, that he incurs:

- (a) in proceeding to his place of duty;
- (b) in respect of any non-refundable deposits or pre-arrangements associated with his vacation; and
- (c) in returning to the place from which he was recalled if he immediately resumes vacation upon completing the assignment for which he was recalled.

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

20.10 Except in an emergency the Employer shall not recall any employee to duty once his/her vacation has commenced.

20.11 The employee shall not be considered as being on vacation leave during any period in respect of which he is entitled under Clause 20.09 to be reimbursed for reasonable expenses incurred by him.

### **RECALL FROM VACATION LEAVE**

20.12 Due to emergency operational requirements, the Employer may alter an Employee's vacation period after it has been approved, providing such vacation arrangements have been made after leave approval, but only if

- (a) the Employee has made non-refundable deposits in view of his vacation and the Employer has reimbursed the Employee for loss of deposit, and, or
- (b) the Employee's spouse has arranged a vacation period which coincides with the Employee and alternate arrangements can be made.

## **LEAVE WHEN EMPLOYMENT TERMINATES**

- 20.13 Where an employee dies or his employment is otherwise terminated after a period of continuous employment of more than six (6) months:
- (a) the employee or his estate shall, in lieu of earned but unused vacation leave be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave by the daily rate of pay applicable to the employee immediately prior to the termination of his employment; or
  - (b) the Employer shall grant the employee any vacation leave earned but not used by him before the employment is terminated by lay-off if the employee so requests because of a requirement to meet the minimum service requirements for severance pay.
- 20.14 An Employee whose employment is terminated by reason of a declaration that he abandoned his position is entitled to receive the payment referred to in Clause 20.03, providing he requests it within six (6) month period.

## **ARTICLE 21**

### **VACATION TRAVEL ASSISTANCE**

- 21.01 Effective January 1, 2005, employees are entitled to Vacation Travel Assistance of Two Thousand One Hundred (\$2,100) once per fiscal year. Effective January 1, 2006, this amount shall increase to Two Thousand Four Hundred (\$2,400) once per fiscal year. Effective January 1, 2007, this amount shall increase to Two Thousand Seven Hundred (\$2,700) once per fiscal year. This amount shall be prorated for part time employees.
- 21.02 An employee shall not receive Vacation Travel Assistance under this Article during his first six (6) months of employment with the Employer or in the first six months following a return from a leave of absence without pay of six months or more.
- 21.03 An employee who receives Vacation Travel Assistance who terminates his employment prior to July 1 shall be required to repay the Employer some or all of the payment received. The amount of the payment to be repaid shall be prorated, based upon the number of months in the year that the employee worked. Any amounts owing under this Clause shall be deducted from any amounts owing to the employee from the Employer at the termination of the employee's employment.
- 21.04 In order to claim Vacation Travel Assistance, an employee must be approved for at least three days vacation leave.
- 21.05 An employee shall apply for Vacation Travel Assistance at least ten working days in advance of the requested date of assistance payment.
- 21.06 Term employees who work less than a full fiscal year shall, after six (6) months of continuous employment, receive a prorated Vacation Travel Assistance, based upon the number of months in the fiscal year worked by the term employee.

## ARTICLE 22

### SPECIAL LEAVE

#### CREDITS

22.01 An employee shall earn special leave credits up to a maximum of twenty five (25) days at the rate of one-half (½) day for each calendar month in which he received pay for at least ten (10) days.

**As** credits are used they may continue to be earned up to the maximum. Credits only apply after six (6) months of service.

22.02 (a) For the purposes of this Article, immediate family is defined as an employee's father, mother, brother, sister, spouse, common-law spouse, child, adoptive child, step child, father-in-law, mother-in-law, grandchildren, grandparents, son-in-law, daughter-in-law, brother-in-law, sister-in-law, niece, nephew and any relative permanently residing in the employee's household or with whom the employee permanently resides. Father-in-law, mother-in-law, sister-in-law and brother-in-law means the father, mother, sister and brother of an employee's spouse or common-law spouse, and does not include the father, mother, sister and brother of the employee's former spouse or former common-law spouse. Son-in-law and daughter-in-law means the spouse or common-law spouse of an employee's child, and does not include any former spouse or former common-law spouse of the employee's child.

(b) The Employer shall grant special leave earned with pay for a period of up to five (5) consecutive working days:

(i) when there is a death in the employee's immediate family;

(ii) where a member of the immediate family residing outside the employee's community of residence becomes seriously ill; and

(iii) where a member of the immediate family becomes ill (not including childbirth) and the employee is required to care for his dependants or for the sick person.

(c) The Employer shall grant special leave earned to all employees for one-half (½) day when there is a death of a co-worker.

(d) where special circumstances not directly attributable to the employee prevent his reporting to duty, including:

(i) serious household or domestic emergencies;

(ii) serious community emergencies, where the employee is required to render assistance;

22.03 An employee may be entitled to up to five (5) days of special leave each year to serve as members of community councils, public boards and committees and to actively participate in sporting events in the Region, Territorial, Interprovincial, National and

International levels. (This includes the Arctic Winter Games.) Search and Rescue activities shall qualify for civic leave.

22.04 Special leave in excess of five (5) consecutive working days for the purposes enumerated in Clause 22.02 may only be granted with the Employer's approval.

22.05 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 his child where travel is required and one (1) working day where travel is not required. This leave may be divided into two parts and taken on separate days.

### **CASUAL LEAVE**

22.06 Employees shall be granted casual leave with pay for the following purposes:

#### Medical, Dental and Legal and School Appointments

(a) Whenever it is necessary for an employee or a dependant that requires an escort to attend upon his doctor, dentist, lawyer or school authority during working hours he may be granted casual leave for these purposes.

#### Other Casual Leave

(b) The Employer may grant an employee casual leave for other purposes of a special or unusual nature.

Casual leave will be granted for the length of the appointment only, to a maximum of two (2) hours. Employees may be required to provide a medical certificate or other documentation acceptable to the Employer to confirm the reason for casual leave.

#### Regular Appointments

(c) Employees may be granted casual leave with pay where the employee's physician requires him to attend regular or recurring medical treatments or checkups. Casual leave will be granted for the length of the appointment only, to a maximum of one (1) day per occurrence. Employees may be required to provide a medical certificate acceptable to the Employer to confirm the medical treatment or checkup.

#### Quarantine

(d) 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.

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



## ARTICLE 23

### SICK LEAVE

#### CREDITS

- 23.01 An Employee shall earn sick leave credits at the rate of one and one-half (1 1/4) days for each calendar month for which he receives pay for at least ten (10) days.
- 23.02 Subject 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.
- 23.03 Unless otherwise informed by the Employer an employee must sign a statement describing the nature of his illness or injury and stating that because of this illness or injury he was unable to perform his duties.
- (a) if the period of leave requested does not exceed three (3) working days; and
  - (b) if in the current fiscal year the employee has not been granted more than nine (9) days sick leave wholly on the basis of statements signed by him.
- 23.04 An employee is required to produce a certificate from a qualified medical practitioner certifying that such employee is unable to carry out his duties due to illness:
- (a) for sick leave in excess of three (3) working days; and
  - (b) for any additional sick leave in a fiscal year when in the same fiscal year the employee has been granted nine (9) days sick leave wholly on the basis of the statements signed by him.
- 23.05 Where leave of absence without pay is authorized for any reason, or an Employee is laid-off because of lack of work, and the Employee returns to work upon expiration of such leave of absence or lay-off, he shall earn sick leave credits for each month in which he worked at least ten (10) days and shall retain any unused sick leave existing at the time of lay-off or commencement of leave without pay.
- 23.06 When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for the same period there shall be no charge against his sick leave credits for that period.
- 23.07 Sick leave credits will not be advanced.
- 23.08 An employee is not eligible for sick leave during any period in which he is on lay-off, leave without pay or under suspension.
- 23.09 Sick leave is not normally granted when an employee does not intend, or will be unable to return to duty at the expiration of sick leave. All exceptions must be approved by the Senior Administrative Officer.

23.10 If an employee has no special leave credits, sick leave credits may be used by the employee in the case of terminal illness to the employee's spouse (who resides with the employee) or child where the presence of the employee is required.

### **TRANSPORTATION TO A MEDICAL CENTER**

23.11 Where an employee or an employee's dependant is required to travel from his place of residence in Fort Simpson to secure medical or dental treatment, travelling expenses incurred will be subject to the following:

- (a) the employee is responsible for accommodations, meals and ground transportation (except for ambulance trips from one hospital to another);
- (b) the employee cannot afford to pay the expenses referred to in (a) he should inform the person issuing the travel warrant that help will be needed through Social Assistance;
- (c) the employee is responsible for the first \$50.00 of the patient's airfare for a one-way trip or the first \$100.00 for a return trip; and
- (d) reimbursement of the \$50.00 or \$100.00 referred to in (c) will be made by claim to the Employer. Claim must be supported by a certificate from a qualified medical or dental practitioner, as the case may be, stating that the treatment was non-elective and required for the health of the patient, and could not be provided by the facilities or services available at the local hospital.

### **TRAVEL TIME**

23.12 Every employee who is proceeding to a medical centre under the provisions of Clause 23.11 shall be granted leave of absence with pay which is not to be charged against his sick leave credits:

- (a) where the medical travel is within the Northwest Territories, for the lesser of one (1) day or the actual time he is away from Fort Simpson to secure medical or dental treatment;
- (b) where the medical travel is outside the Northwest Territories, for the lesser of three (3) days or the actual time he is away from Fort Simpson to secure medical or dental treatment.

## **ARTICLE 24**

### **OTHER TYPES OF LEAVE**

#### **COURT LEAVE**

24.01 An employee, other than an employee on leave of absence without pay, on lay off or under suspension, will be granted leave with pay:

- (a) to serve on a jury and the jury selection process; or
- (b) to answer a subpoena or summons to attend as a witness in any proceeding authorized by law to compel the attendance of witnesses.
- (c) Notwithstanding anything contained in this Article, any remuneration received by him as a result of serving on a jury or as a witness, other than remuneration received as an allowance or reimbursement for expenses incurred in such duty, shall be paid to the Employer.

### **INJURY ON DUTY LEAVE**

- 24.01 injury-on-duty leave shall be granted in accordance with *Workers' Compensation Act* and Regulations. Where a Workers' Compensation claim is approved, the Employer will continue the employee's wages and shall recover the payments from the Workers' Compensation Board.

### **EMERGENCY LEAVE**

- 24.01 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 AND PARENTAL LEAVE WITHOUT PAY**

- 24.01 An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending no later than seventeen (17) weeks after the termination date of pregnancy, to a maximum of seventeen weeks.
- 24.02 Where an employee has or will have actual care and custody of a newborn child, (including the new-born child of a common-law spouse) commences legal proceedings to adopt a child or obtains an order under the laws of the Northwest Territories for the adoption of a child, the employee shall be granted parental leave without pay upon request for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period commencing on the day on which the child comes into the employee's care.
- 24.03 Notwithstanding paragraphs (a) and (b):
- (a) where the employee's child is hospitalized and the employee has not yet proceeded on maternity or parental leave without pay; or
  - (b) where the employee has proceeded on maternity and/or parental leave without pay and then returns to work for all or part of the period during which his or her child is hospitalized;
  - (c) the period of maternity and/or parental leave without pay specified in the original leave request may be extended by a period equal to the child's hospitalization during which the employee was not on maternity and/or parental leave without pay (to a maximum of seventeen (17) weeks for maternity leave). However the

extension shall end not later than fifty-two (52) weeks after the termination date of pregnancy or the day the child comes into the employee's care.

- 24.04 The Employer may require an employee to submit a medical certificate certifying pregnancy, or submit a birth certificate or proof of adoption.
- 24.05 An employee shall inform the Employer in writing of his/her plans for taking maternity and/or parental leave without pay to cover the absence from work at least four (4) weeks in advance of the initial date of continuous leave of absence, unless there is a valid reason why the notice cannot be given.
- 24.06 Leave granted under this clause shall count for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.
- 24.07 Parental leave without pay taken by a couple employed by the Employer shall not exceed a combined total of thirty-seven (37) weeks.
- 24.08 An employee who has not commenced maternity leave without pay may elect to:
- (a) use earned vacation leave credits and lieu time (under clause 19.07) up to and beyond the date that her pregnancy terminates;
  - (b) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article 23, Sick Leave. For purposes of this subparagraph, the terms "illness" or "injury" used in Article 23, Sick Leave with Pay, shall include medical disability related to pregnancy.
- 24.09 The Employer may:
- (a) defer the commencement of parental leave without pay at the request of the employee;
  - (b) grant the employee parental leave without pay with less than four (4) weeks' notice.

### **LEAVE WITHOUT PAY**

- 24.10 The Employer may, at its discretion, grant leave without pay to an employee at the employee's request.

## **ARTICLE 25**

### **SHORT TERM LEAVE FOR TRAINING PURPOSES**

- 25.01 Leave without pay to take advanced or supplementary professional or technical training of less than one academic year may be granted to Employees upon the recommendation of the Senior Administrative Officer and with the approval of the Village Council.

- 25.02 Such leave shall be based on an appraisal of the present and future **job** requirements and the qualifications of the Employee applying therefor and shall be granted only to meet the identified needs of the Employer.
- 25.03 (a) Full or partial financial assistance in respect of salary, tuition, travelling and other expenses may be granted during such leave at the discretion of the Employer;
- (b) Under this Article, leave with full or partial financial assistance in respect of salary will carry with it the obligation for the Employee to return after leave to work for the Employer for a period equivalent to the leave.
- 25.04 Where a request for leave under Clause 25.01 and 25.02 has been submitted by an Employee, the Employer shall, within sixty (60) calendar days from the date of the Employee's submission, advise the Employee whether his request has been approved or denied.
- 25.05 The Employee will refund all costs expended by the Employer other than the wages if he fails to complete any training course for no apparent reasons. A repayment schedule will be mutually agreed upon prior to repayment.

## **ARTICLE 26**

### **HOURS OF WORK**

- 26.01 The scheduled work week for employees employed in positions listed in Appendix A shall be thirty-seven and one-half (37 ½) hours and five days per week, Monday to Friday inclusive, and the scheduled work day shall be seven and one-half (7 ½) hours, exclusive of a lunch period of one (1) hour.
- 26.02 The scheduled work week for employees employed in positions listed in Appendix B shall be thirty-seven and one-half (37 ½) hours and five days per week, and the scheduled work day shall be seven and one-half (7 ½) hours, exclusive of a lunch period of one (1) hour.
- 26.03 Full time employees employed in positions listed in Appendix B shall be provided with two consecutive days of rest, except where the employee and the Employer agree otherwise.
- 26.04 (a) Employees shall be entitled to a rest period, with pay, of fifteen (15) minutes duration commencing on or about mid-morning and shall be entitled to a rest period, with pay of fifteen (15) minutes duration commencing on or about mid-afternoon.
- (b) An employee may absent himself from his place of work during such rest periods, but for each such rest period shall not be absent with pay from his place of work for more than fifteen (15) minutes.
- 26.05 The Employer shall set up a master weekly shift work schedule and post it fourteen (14) working days in advance. This schedule will cover the normal shift requirements of the work area.

- 26.06 When an employee's work schedule is revised with less than 48 hours notice the employee shall be paid overtime for the first shift of the newly scheduled hours of work.
- 26.07 Providing 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.
- 26.08 When an employee works two shifts in any calendar day:
- (a) one of the shifts shall be deemed overtime; and
  - (b) except in emergency an employee may not work more than two (2) consecutive shifts.
- 26.09 Notwithstanding anything in this Article, an employee's scheduled hours of work shall not be construed as any guarantee of any minimum hours of work.
- 26.10 Full time employees shall not work split shifts. Except in exceptional circumstances, part time employees shall not work more than two split shifts a week.

## **ARTICLE 27**

### **OVERTIME**

- 27.01 In this Article:
- (a) "Overtime" means work performed by an Employee in excess or outside of his regularly scheduled hours of work. For part-time employees, overtime means work performed by the Employee in excess of or outside the regularly scheduled hours of work for a full time employee in the same position;
  - (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 rate.
- 27.02 Employees shall record starting and finishing time of overtime on a form determined by the Employer.
- 27.03 Overtime must be authorized in advance by the Senior Administrative officer, except in cases of emergency.
- 27.04 (a) Subject to operational requirements the Employer shall make every reasonable effort:
- (i) 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;
  - (ii) to give Employees who are required to work overtime reasonable advance notice of this requirement.

- 27.05 (a) An Employee who is requested to work overtime for fifteen minutes or more 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) for hours of overtime worked on a regular working day, at the rate of time and one-half (1½) for all hours worked;
  - (ii) for hours of overtime worked on a day of rest, at the rate of time and one-half (1½) for the first four (4) hours and double time (2) thereafter.
- 27.06 When overtime compensation is paid, the pay statement shall indicate the pay period, rate of overtime, and the number of overtime hours.

## **ARTICLE 28**

### **PAY**

- 28.01 Employees shall be paid for services rendered for the position to which they have been hired at the pay rates specified in the Pay Schedules in Appendix C.
- 28.02 (a) Employees shall be paid on every second Wednesday.
- (b) Where cheques are distributed to Employees at their place of work, they shall be distributed individually or placed in sealed envelopes.
- 28.03 Employees who have earned overtime compensation or any other extra allowances in addition to their regular pay, should receive such remuneration in the pay period in which it was earned but in any event shall receive such remuneration on the following pay day.

### **ACTING PAY**

- 28.04 When an employee is required by the Employer, in writing, to perform the duties of a position in the Bargaining Unit with a higher maximum salary on an acting basis, he shall be paid acting pay calculated from the date on which he commenced to act as if he had been appointed to that higher position for the period in which he acts.

### **PAY RECOVERY**

- 28.05 (a) Where an Employee, through no fault of his own, has been overpaid, the Employer will, before recovery action is implemented, advise the Employee in writing of the amount overpaid and the intention of the Employer to recover the overpayment. Prior to said recovery, the Employer and Employee shall discuss and devise an acceptable recovery schedule.
- (b) If more than two (2) years have passed since the overpayment, there shall be no recovery of the overpayment.

## **PERFORMANCE INCREMENTS**

- 28.06 An employee employed in a position that has a minimum and maximum rate of pay may be granted increases in pay until he reaches the maximum for the position. Such pay increases are dependent on satisfactory performance of the duties of the position by the employee.
- 28.07 For the purposes of such pay increases the performance of the employee shall be reviewed annually.
- 28.08 (a) Pay increments that are awarded shall be granted effective as of the employee's anniversary date each year.
- (b) An employee who is on leave of absence without pay for three (3) months or more shall have his or her anniversary date extended for the period of leave of absence without pay, and shall not be entitled to pay increments during that period of leave of absence without pay.

## **PROMOTIONS**

- 28.09 An employee who is promoted to a position within the Bargaining Unit shall be moved to a step in the new range that is nearest to, but not less than his previous rate of pay.

## **ARTICLE 29**

### **REPORTING PAY**

- 29.01 If a permanent or term Employee reports to work on his regularly scheduled work day or shift and the Employer determines there is insufficient or no work available he is entitled to three (3) hours' pay at the straight time rate.
- 29.02 If a permanent or term Employee is directed to report for work on a day of rest or on a designated paid holiday, and the Employer determines there is insufficient or no work available, he shall be entitled to three (3) hours of work at the appropriate overtime rate.

## **ARTICLE 30**

### **CALL-BACK PAY**

- 30.01 (a) When an Employee is recalled to a place of work for a specific duty, he shall be paid the greater of:
- (i) compensation at the appropriate overtime rate; or
  - (ii) compensation equivalent to four (4) hours' pay at the straight-time rate.



- (iii) all recalls to work within an eight (8) hour period from the start of the first recall to work shall be considered as one (1) recall to work for the purposes of payment of compensation. For the purpose of calculating compensation, subsequent eight (8) hour periods shall commence at the start of the first recall to work following the compensation of the first eight (8) hour period.
- (b) Subject to Clause 19.07, compensation for call-back shall be made either in cash or lieu time, as is desired by the employee.

## **ARTICLE 31**

### **SHIFT PREMIUM**

31.01 An Employee shall be paid a premium of \$1.00 per hour for each regular hour worked between the hours of 5:00 p.m. and 8:00 a.m. Shift premium shall not be paid on overtime hours or on call backs.

## **ARTICLE 32**

### **STANDBY**

- 32.01 (a) 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 \$16.00 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 any period of standby on a day of rest or a Designated Paid Holiday, the employee shall be paid \$24.00 for each eight (8) consecutive hours or portion thereof that he/she is on standby.
- (b) All employees in the following classifications:
- Public Works Foreman
  - Water Treatment Plant Operator
  - Sewage Treatment Plant Operator
  - Equipment Operator
  - Municipal Maintainer
  - Recreation Coordinator
  - Recreation Facility Maintainer
- are required to be available on standby.
- (c) An employee designated by letter or by list by the Employer for standby duty shall be available during his/her period of standby at a known telephone number or by carrying the Employer's portable telephone, 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 the employees listed in Article 32.01(b).

- (d) No standby payment shall be granted if an employee is unable to report for duty when required.
- (e) An employee on standby who is required to report for work 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.
- (f) Except in the case of an emergency, standby schedules shall be posted fourteen (14) days in advance of the starting date of the new standby schedule.
- (g) Subject to operational requirements and where there is cause, employees may refuse to be on standby provided the refusal is provided to the Employer at least 24 hours in advance.
- (h) Employees may exchange periods of standby provided the exchange is in writing signed by both employees and is approved by the Employer in advance of the exchange.

### **ARTICLE 33**

#### **PAY FOR TRAVEL ON BEHALF OF EMPLOYER**

33.01 Where an employee is required to travel on behalf of the Employer, he shall be paid:

- (a) when the travel occurs on a regular workday, as though he were at work for all hours traveled;
- (b) when the travel occurs on a day of rest or designated paid holiday, at the applicable overtime rate for all hours traveled with a minimum of four (4) hours pay at the straight time rate and a maximum of eight (8) hours at the applicable overtime rate.

33.02 For the purpose of this Article, hours traveled includes one (1) hour check-in and out period at overnight stopover. Hours traveled also include time spent waiting for connecting ferries, but is exclusive of overnight stopovers.

33.03 The Employer will make every reasonable effort to restrict travel outside of the employee's headquarters that requires absence from home beyond a period which includes two (2) weekends.

33.04 Where an Employee is absent from home on a designated paid holiday or day of rest and does not work, he shall receive cash payment at time and one-half (1%) his rate of pay or be granted lieu time.

33.05 Travel under this Article must be approved by the Employer.

## **ARTICLE 34**

### **VACANCIES**

- 34.01** Where the Employer is going to fill a vacancy, the vacancy shall be posted on the Union bulletin board at the same time as it is advertised elsewhere. The posting shall state the job title and rate of pay for the vacant position. An Employee who wishes to apply for a vacant position so posted shall do so on or before the closing date listed on the posting.
- 34.02** Vacancies shall be filled on the basis of skill, ability and qualifications. Where the Employer determines that *two* or more applicants for a position are relatively equal in skill, ability and qualifications, then seniority shall be the deciding factor.
- 34.03** The Employer may consider an employee's previous experience (either with the Employer or elsewhere) when determining the wage rate for a new employee.
- 34.04** Nothing in this Article requires the Employer to fill any vacancy
- 34.05** Nothing herein shall prevent the Employer from hiring persons outside the Bargaining Unit.

## **ARTICLE 35**

### **JOB DESCRIPTION**

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

## **ARTICLE 36**

### **NEW OR REVISED POSITIONS**

- 36.01** During the term of this Agreement, if a new or revised position is implemented by the Employer, the Employer shall before applying the new or revised position, negotiate with the Union the rates of pay and the rules affecting the pay of Employees for the position affected. If the parties fail to reach agreement within sixty (60) days from the date on which the Employer submits the new or revised position 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.

## ARTICLE 37

### EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

- 37.01 (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 performance appraisal and may use the grievance procedure to correct any factual inaccuracies in his performance appraisal.
- (b) The formal review of an employee's performance shall also incorporate an opportunity for the employee to state his career development goals and that every effort be made to develop the career potentials of each individual through In-service training, retraining, or any other facets of career development which may be available.
- 37.02 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.
- 37.03 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 eighteen (18) months have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.
- 37.04 Upon written request of an employee, the personnel file of that employee shall be made available for his examination at reasonable times in the presence of an authorized representative of the Employer.
- 37.05 (a) The Employer's representative who assesses an Employee's performance must have observed the Employee's performance for at least one-half ( $\frac{1}{2}$ ) of the period for which the Employee's performance is evaluated or have input from another person who has so observed the employee.
- (b) There will be two files for each employee. One file shall contain employee payroll information. One file, maintained by the Senior Administrative Officer, shall contain all other employee information.
- (c) The Employer agrees that communications between an Employee and his Representative (non bargaining unit employee) are privileged and confidential. The Employer shall not ask questions of the Representative (non bargaining unit employee) which answers to those questions may be damaging to the employee(s), nor shall any evidence produced by the Representative (non bargaining unit employee) be used against the employee(s). In accordance with the foregoing, a Representative (non bargaining unit employee) shall not be forced to testify against an employee.

## **ARTICLE 38**

### **TERM POSITIONS AND CASUAL EMPLOYEES**

- 38.01 No term position shall have a term of greater than two (2) years except for a term created to fill an absence under clause 13.14.
- 38.02 No term position shall be extended to a total term of more than two (2) years.
- 38.03 The employment of the incumbent of a term position must continue to the end of the term, except in the case of a termination for the reasons of discipline, lack of work, lack of funding or discontinuance of a function.
- 38.04 An Employee in a term position is not entitled to severance pay at the end of the term.

### **CASUAL EMPLOYEES**

- 38.05 When a casual employee works more than 650 hours (exclusive of overtime) within a four month period, 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 employment.
- 38.06 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.
- 38.07 Designated Paid Holidays shall apply to a casual Employee after fifteen (15) calendar days of continuous employment.
- 38.08 A casual Employee shall be paid at Step 1 of the appropriate range for the position.
- 38.09 Casual employees shall receive salary and vacation pay in accordance with Article 20. Casual employees shall not be entitled to any other monetary benefits or allowances under this Agreement.

## **ARTICLE 39**

### **CONTRACTING OUT**

- 39.01 The Employer will make every reasonable effort to continue employment with the Employer of employees who would otherwise be laid off or have their hours of work reduced because work is contracted out.
- 39.02 The Employer will seek the views of the Union at least 60 days before finalizing any plans to contract out work which would result in employees being laid off or having their hours of work reduced due to contracting out.

## ARTICLE 40

### LAY-OFF AND JOB SECURITY

40.01 Layoffs will be made, when necessary, in reverse order of seniority, within the position to be so reduced.

#### **NOTICE**

40.02 The Employer shall notify employees who are to be laid off, or who may be potentially laid off, at least twenty (20) days prior to the effective date of the lay off or provide pay in lieu thereof.

#### **RECALL**

40.03 The last employee laid off within the position shall be the first recalled, subject to Clause 40.10.

#### **NOTICE OF RECALL**

40.04 The Employer shall give notice of recall personally or by registered mail.

40.05 Where notice of recall is given personally, the Employer shall deliver in duplicate a letter stating that the employee is recalled. In this instance, notice of recall is deemed to be given when served.

40.06 Where notice of recall is given by registered mail, notice is deemed to be given five (5) days from the date of mailing.

40.07 The employee:

(a) shall notify the Employer of his intention to return to work within five (5) working days;

(b) shall return to work within ten (10) working days of receipt of notice of recall.

40.08 A new employee will not be hired to fill any position while there are laid off employees who are eligible for recall and who are qualified to fill the position.

40.09 An employee who is laid off is entitled to be paid severance pay in accordance with Article 41 (Severance Pay).

40.10 An employee, who is continuously laid off for a period of twelve (12) consecutive months, shall be considered terminated from his employment with the Employer.

## **COOLING OFF PERIOD – THREE (3) WORKING DAYS**

- 40.11 An employee who wilfully terminates his employment as a result of a misunderstanding or argument shall be allowed to return to work and remain employed if he does so within three (3) working days.
- 40.12 Should the Employer refuse to allow the employee to return to work, the termination shall be considered as a discharge effective the date that the employee sought to return to work and may be grieved as a discharge.
- 40.13 This entitlement will only apply once per calendar year

## **ARTICLE 41**

### **SEVERANCE PAY**

#### **LAY OFF**

- 41.01 An employee who has one year or more of continuous employment and who is laid off is entitled to be paid two weeks severance pay at the time of lay-off.
- 41.02 In the case of an employee who is laid off for the first time the amount of severance pay shall be two (2) weeks pay for the first complete year of continuous employment, two (2) weeks pay for the second complete year of continuous employment and one (1) weeks pay for each succeeding complete year of continuous employment. The total amount of severance pay which may be paid under this Clause shall not exceed twenty-eight (28) weeks pay.
- 41.03 In the case of an employee who is laid off for a second or subsequent time the amount of Severance Pay shall be two (2) weeks pay for the first complete year of continuous employment after re-engagement and one (1) weeks pay for each succeeding complete year of continuous employment less any period in respect of which he was granted Severance Pay by the Employer from the previous lay-off but the total amount of Severance Pay which may be paid under this Clause shall not exceed twenty-seven (27) weeks pay.
- 41.04 In no case shall a total in excess of twenty-eight (28) weeks severance pay be paid, regardless of the number of times an employee is laid off.

#### **RESIGNATION**

- 41.05 An Employee who resigns after four (4) years of continuous employment is entitled to be paid severance pay on resignation in accordance with the following formula:

half the number of years of service  
times  
weekly rate of pay on resignation

to a maximum of thirteen (13) weeks pay.

This clause applies only to employees who are employed as of April 1, 2003.

## **RETIREMENT AND TERMINATION FOR HEALTH REASONS**

41.06 This Clause shall apply to an employee:

- (a) who retires from the Employer; or
- (b) whose employment is terminated as a result of a recommendation made to the Employer that the employee was incapable of performing his duties because of chronically poor health.

41.07 When employment terminates for either of the reasons stated in Clause 41.06 the employee shall be paid severance pay equal to the product obtained by multiplying his weekly rate of pay in termination of employment by the number of completed years of his continuous employment to a maximum of thirty (30), less any period of continuous employment in respect of which severance pay was previously granted.

41.08 When employment terminates for either of the reasons stated in Clause 41.06 the employee shall have the right to waive his entitlement to severance pay and, in lieu thereof, be granted an equivalent period of leave with pay.

## **DEATH**

41.09 If an employee dies, there shall be paid to his estate an amount equal to the product obtained by multiplying his weekly rate of pay immediately prior to death by the number of years of continuous service with a maximum of thirty (30) regardless of any other benefit payable.

## **DISMISSAL, ABANDONMENT OF POSITION**

41.10 An employee who is dismissed for just cause from the Employer or who has been declared to have abandoned his position (has failed to report to work for four (4) consecutive days) shall not be entitled to severance pay.

## **ARTICLE 42**

### **GRIEVANCE AND ARBITRATION PROCEDURE**

42.01 The Employer and the Union recognize that grievances may arise in respect of the interpretation, application, administration or alleged violation of this Agreement.

42.02 The procedure for the final resolution of grievances is through the grievance procedure, and, if the grievance is not resolved, to arbitration.

42.03 An Employee who wishes to present a grievance at any level in the grievance procedure, shall transmit this grievance to the Senior Administrative Officer.



- 42.04 If he so desires, an Employee may be assisted and represented by the Union when presenting a grievance.
- 42.05 A grievance shall be processed through the following steps:
- (a) First Level (Senior Administrative Officer);
  - (b) Arbitration.
- 42.06 The Union shall have the right to consult with the Employer with respect to a grievance at every level of the grievance procedure.
- 42.07 An Employee shall present a grievance in writing at the first level of the procedure no later than ten (10) working days after the date of the action or circumstances giving rise to the grievance.
- 42.08 A grievance of an employee shall not be deemed to be invalid by reason only of the fact that it is not in accordance with the form supplied by the Employer.
- 42.09 The Employer shall reply in writing to an Employee's grievance within ten (10) working days at the First Level.
- 42.10 Where an Employee has been represented by the Union in the presentation of his grievance, the Employer will provide the appropriate representative of the Union with a copy of the Employer's decision at the same time as the Employer's decision is provided to the Employee.
- 42.11 When an Employee is dismissed, he shall be given notice in writing setting out the reasons for the dismissal.
- 42.12 The Union shall have the right to initiate and present grievances in accordance with the grievance procedure. The Employer shall have the right to initiate and present grievances, which shall be filed directly with the Union, at its office in Yellowknife.
- 42.13 With the written approval of the Union, an Employee may, by written notice to the Senior Administrative Officer, withdraw a grievance.
- 42.14 The time limits stipulated in this Article may be extended by mutual agreement between the Employer and the Union. Grievances that are not presented or advanced within the time limits set out in this Article are abandoned, and may not later be presented or advanced unless, due to circumstances beyond the control of the employee he was unable to comply with the time limits.
- 42.15 Arbitration

Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement including any question as to whether a matter is 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 thirty (30) days of the receipt of the reply at the First Level, or where the Employer has not given a reply within thirty (30) days after the day the reply was due, of his/her desire to submit the difference or allegation to arbitration.

- 42.16 (a) The parties agree that arbitration referred to in Article 42.15 shall be by a single arbitrator.
- (b) The parties will attempt to come to an agreement on the selection of an Arbitrator within thirty (30) calendar days of the date on which notification by either party to submit the difference or allegation to arbitration was made, or such further period as may be mutually agreed upon by the parties.
- (c) In the event that the Employer and the Union are unable to agree upon the selection of the Arbitrator, the Minister of Labour of Canada shall be requested to appoint an Arbitrator, and it is agreed that the Arbitrator so appointed shall act as the single Arbitrator.
- 42.17 The arbitrator has all of the powers granted to arbitrators under the *Canada Labour Code*, in addition to any powers that are contained in this Agreement.
- 42.18 The arbitrator shall hear and determine the difference or allegation and shall issue a written decision and the decision is final and binding upon the parties and upon any Employee affected by it.
- 42.19 The arbitrator shall sign the award and copies shall be provided to the Employer and the Employee within three (3) months of the hearing.
- 42.20 The Arbitrator shall not have the authority to alter or amend any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or to render any decision contrary to the terms and provision of this Agreement.
- 42.21 The Employer and the Union shall each pay one-half (½) of the remuneration and expenses of the arbitrator and each party shall bear its own expenses of every such arbitration. In addition to the powers granted to arbitrators under the provisions of the *Canada Labour Code*, the arbitrator may:
- (a) determine that where the discharge of the Employee is not appropriate, direct the Employer to reinstate the Employee and pay to the Employee a sum equal to his wages lost by reason of his dismissal, or such less sum as in the opinion of the arbitrator is fair and reasonable; or direct that instead of reinstatement the Employee be paid a sum of money which the Arbitrator considers fair and reasonable, or
- (b) make such order as he considers fair and reasonable having regard to the terms of this Agreement.

### **ARTICLE 43**

#### **LABOUR/MANAGEMENT COMMITTEE**

- 43.01 A Labour/Management Committee will be formed to consult on matters of mutual interest.
- 43.02 The Labour/Management Committee shall have equal representation from the Union and the Employer, with each party choosing their respective representatives.

43.03 The Committee will meet at any time at the request of either party. Meetings of the Labour Management Committee shall take place during working hours.

## **ARTICLE 44**

### **SAFETY AND HEALTH**

44.01 The Employer shall ensure that all employees work in a safe and healthy environment.

#### **RIGHT TO REFUSE DANGEROUS WORK**

44.02 An employee shall have the right to refuse to work in situations of imminent or unusual danger as defined in the *Safety Act*.

44.03 An employee may refuse to do any particular act or series of acts at work which he has reasonable grounds to believe are dangerous to his health or safety or the health and safety of any other employee or any other person at the place of employment until sufficient steps have been taken in accordance with the *Safety Act*.

#### **THE RIGHT TO KNOW - HAZARD IDENTIFICATION**

44.04 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.

44.05 The Employer and the Union agree to discuss safety and health matters at the Labour Management Committee.

44.06 The Employer shall provide one copy of the *Safety Act* and Regulations to the Union members of the Labour/Management Committee.

#### **OCCUPATIONAL HEALTH EXAMINATIONS**

44.07 (a) Where the Employer requires an Employee to undergo an occupational health examination by a qualified practitioner, chosen by the Employer, the Employer must identify, in writing for the Employee the reason for the examination. The Employee agrees that the practitioner will provide the Employer with a response to the reason for the examination.

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

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

- 44.08 For the purposes of investigations or inspections provided for in the *Safety Act* the Labour Management Committee or a member of the Labour Management Committee (as appropriate) shall conduct such investigations or inspections.

## ARTICLE 45

### TECHNOLOGICAL CHANGE

- 45.01 Both parties recognize the overall advantages of technological change. Both parties will therefore encourage and promote technological change and improvements.
- 45.02 The Employer agrees to follow the provisions of the *Canada Labour Code* with respect to technological change.
- 45.03 The Employer shall make every reasonable effort to continue employment of Employees who would otherwise become redundant because of technological change.

## ARTICLE 46

### CIVIL LIABILITY

- 46.01 If an action or proceeding is brought against an Employee or former Employee for an alleged tort committed by him in the performance of his duties, then:
- (a) The Employee, upon being served with any legal process, or upon receipt of any action or proceeding as hereinbefore referred to, being commenced against him shall advise the Employer of any such notification or legal process;
  - (b) The Employer shall pay any damages or costs awarded against any such Employee in any such action or proceedings and all legal fees, and/or;
  - (c) The Employer shall pay any sum required to be paid by such employee in connection with the settlement of any claim made against such employee provided the conduct of the employee which gave rise to the action did not constitute a gross disregard or neglect of his duty as an employee;
  - (d) Upon the employee notifying the Employer in accordance with paragraph (a) above, the Employer and the employee shall forthwith meet and appoint counsel that is mutually agreeable to both parties. Should the parties be unable to agree on counsel that is satisfactory to both, then the Employer shall unilaterally appoint counsel. The Employer accepts full responsibility for the conduct of the action and the employee agrees to cooperate fully with appointed counsel;
  - (e) If upon adjudication of a matter arising out of this Article there is a finding that the employee was not acting in the performance of his duties at the time of the alleged tort then he shall be indebted to the Employer for an amount equal to the expenses incurred on his behalf pursuant to this Article. Prior to said recovery the Employer and employee shall discuss an acceptable recovery schedule.

## ARTICLE 47

### SUSPENSION AND DISCIPLINE

- 47.01 When an employee is given any form of written discipline, the reasons for the discipline shall be provided to the employee in sufficient detail that the employee may defend himself against it.
- 47.02 Where an employee is required to attend a meeting where discipline will be imposed, the employee shall have the right to have a representative of the Union in attendance. The Employer must advise the employee of his right to be accompanied by his representative in advance of the meeting.

## ARTICLE 48

### ULTIMATE REMOVAL ASSISTANCE

- 48.01 These provisions apply to employees employed as of April 1, 2003 unless the Employer and an Employee hired after April 1, 2003 agreed that these provisions apply to him.
- 48.02 An employee who terminates his employment with the Employer will be entitled to removal assistance in accordance with the following conditions.
- 48.03 The percentage of approved expenses paid vary with the length of continued employment with the Employer.

<u>Length of Service</u>	<u>Entitlement</u>
Less than 2 years	none
2 years but less than 3	50% of approved costs
3 years but less than 4	75% of approved costs
over 4 years	100% of approved costs

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

### **Weight Limits**

- 48.04 The schedule below defines the maximum weights of effects that the Employer will pay for. Coverage also includes crating charges and the limits include weights of the crates. This table applies to all employees.
- (a) in furnished accommodations:  
Employees without dependants – maximum 680 kg (1500 lbs)  
Employees with dependants – maximum 1,814 kg (4,000 lbs)
- (b) unfurnished accommodations:  
Employees without dependants – maximum 1,814 kg (4,000 lbs))  
Employees with dependants – maximum 6,804 kg (15,000 lbs))

- 48.05 In addition to shipment of effects, removal assistance also covers the travel expenses of the employee and his dependants, as follows:
- (a) travel by commercial carrier to “eligible destination”;
  - (b) accommodation and meals may be claimed per day by the employee and each dependants to a maximum of the current allowance for employee’s travel as contained in this Agreement; and
  - (c) for travel by privately owned car see Clause 49.03.

### **Eligible Destination**

48.06 The total assistance will be calculated to the point of recruitment.

### **Claims Procedure**

48.07 To claim the employee must:

- (a) submit receipts from a bona fide moving company;
- (b) meals and accommodations will be in accordance with Clause 49.02; and
- (c) private motor travel will be in accordance with 49.03.

48.08 When the claim has been processed, a cheque for the claim will be issued and mailed to the Employee’s forwarding address.

48.09 If an employee is entitled to removal by another source, the employee shall access this source first.

## **ARTICLE 49**

### **DUTY TRAVEL**

49.01 An Employee who is authorized to travel on the Employer’s business will be reimbursed for reasonable expenses incurred.

### **ENTITLEMENT**

#### **MEALS AND INCIDENTAL EXPENSES**

49.02 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 of \$85.90. In the event an employee is in travel status for a part day only, the amounts claimed shall be as follows:

Breakfast	\$12.35
Lunch	\$14.20
Dinner	\$42.05
Incidentals	\$17.30

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

Per diem rates will be adjusted when the Government of the Northwest Territories 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, the employee will be reimbursed for the actual expense incurred. Where receipts cannot be provided, reimbursement will be made for the meal allowances set out above.

**TRAVEL BY PRIVATELY OWNED CAR**

- 49.03 The Employer will reimburse an employee who, with prior authority, uses a privately owned car for necessary travel on Employer business in accordance with the Government of the Northwest Territories rates for privately owned cars.
- 49.04 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.
- 49.05 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.

**ARTICLE 50**

**BENEFITS PLAN**

- 50.01 The Employer agrees to provide to eligible permanent and term employees the following Northern Employee Benefits Services benefits:
  - (1) Accidental Death and Dismemberment;
  - (2) Life Insurance;
  - (3) Dependant and Spousal Life Insurance; and
  - (4) Long-term Disability.

- 50.02 Premium payments for these benefits shall be paid as determined by the benefit plan providers.
- 50.03 The Employer agrees to provide to eligible term and permanent employees a Group RRSP with Employer and employee contributions equal to 3.5% of salary. Effective December 1, 1998, Employer and employee contributions shall increase to 4.0% of salary. Effective January 1, 2009, Employer and employee contributions shall increase to 4.5% of salary. Effective January 1, 2010, Employer and employee contributions shall increase to 5.0% of salary. All issues concerning the RRSP shall be determined by the plan provider.
- 50.04 On or before May 1, 2003, the Employer shall enroll in the Northern Employee Benefits Services Dental Plan. Employees shall have the option of participating in the dental plan. Dental plan premiums shall be paid 40% by each participating employee and 60% by the Employer.
- 50.05 As soon as possible following October 6, 2008, the Employer shall enroll in the Northern Employee Benefits Services Extended Health Care Plan. Employees shall have the option of participating in this plan. Extended Health Care Plan premiums shall be paid 40% by each participating employee and 60% by the Employer.
- 50.06 All issues concerning the benefit plans, including issues concerning eligibility or entitlement to benefits shall be determined by the benefit plan providers.

## **ARTICLE 51**

### **EMPLOYEE ASSISTANCE PROGRAM**

- 51.01 In the event that the Employer suffers a loss, either by damage to property or in any other manner as a result of the employee's use of intoxicants such as alcohol or drugs, it will be mandatory that disciplinary action up to and including dismissal be taken.

### **TREATMENT OF ALCOHOLISM AND OTHER DRUG ABUSES**

- 51.02 (a) The Employer recognizes that alcoholism and other drug abuses are treatable illnesses which can respond to therapy and treatment.
- (b) The Employer's legitimate concern is limited to the effects of alcoholism and drug abuse on absenteeism and other work performance factors.
- (c) The employee must recognize his obligation to seek assistance when the use of intoxicants has an adverse effect on his ability to satisfactorily perform his job.
- (d) Improvement of work performance factors to acceptable standards is the basis of continued employment.
- (e) Lack of co-operation in seeking assistance or failure to maintain or respond to treatment may be sufficient grounds for dismissal.



## **GENERAL POLICY**

51.03 This procedure provides for identification of situations in which the abuse of alcohol or drugs is repeatedly impairing an employee's ability to perform his duties and for early referral for treatment. Wherever possible, the anonymity of employees seeking treatment and confidentiality of their personal records will be protected.

- (a) The immediate supervisor will identify employees whose habits are repeatedly impairing job performance.
- (b) The Employer will discuss performance factors with the employee. The factors may include attendance, punctuality, quality and quantity of work, attitude and dependability. No attempt should be made to distinguish or diagnose the cause of the employee's difficulty.
- (c) If the employee is not willing to seek treatment, he will be informed that continuation of poor work performance will result in disciplinary action. A written report must be placed on the employee's personal file.
- (d) If the employee admits to a problem involving alcohol or other drugs and wishes to seek treatment, he will first submit to a thorough medical examination. It is understood that the employee will consent to a report being forwarded to the Employer by the doctor. If the diagnosis involves the use of alcohol or drugs, the individual will be referred to the appropriate agency for treatment, An arrangement will be made for the Employer to receive treatment progress reports from the agency.

## **ARTICLE 52**

### **PROTECTIVE CLOTHING**

52.01 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 protective clothing free of charge to employees.

52.02 Protective Clothing 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;
  - (i) coveralls - two (2) pairs per year;
- (b) C.S.A. approved safety boots; and
- (c) .Gloves.

52.03 The purchase of Protective Clothing will be the responsibility of the Employer.

52.04 Protective Clothing provided free of charge to employees and replaced free of charge under prescribed conditions will be considered items of Employer property.

## **TERMS AND CONDITIONS OF PROTECTIVE CLOTHING**

- 52.05 Protective Clothing is to be worn only when employees are on duty.
- 52.06 The responsibility of maintaining Protective Clothing clean and in good repair rests with employees.
- 52.07 Loss of, or damage through negligence, to Protective Clothing will result in an assessed charge to the employee.
- 52.08 In the event a uniformed employee terminates, the employee shall be given an option to purchase selected uniform clothing items at a reasonable price based on the age and condition of the selected items.

## **ARTICLE 53**

### **WORK CLOTHING AND PROTECTIVE EQUIPMENT**

- 53.01 Where the following articles are required by the Employer or the Workers' Compensation Board the Employer shall supply employees with the articles of equipment as required:
- (a) Hard hats;
  - (b) Rain suits;
  - (c) Welding goggles;
  - (d) Dust protection;
  - (e) Eye protection, except prescription lenses;
  - (f) Ear protection; and
  - (g) Coveralls.
- 53.02 Where the following articles are required by the Employer or the Workers' Compensation Board, the Employer shall replace these articles as required when they are presented worn or damaged beyond repair by an employee, at no cost to the employee:
- (a) Hard hats;
  - (b) Rain suits;
  - (c) Welding goggles;
  - (d) Dust protection;
  - (e) Eye protection, including safety prescription glasses;
  - (f) Ear protection; and
  - (g) Coveralls.

## **ARTICLE 54**

### **EXTREME WEATHER CONDITIONS**

- 54.01 Except in emergency conditions, the Employer shall not require an employee to work outside under extreme weather conditions. The Labour Management Committee will define extreme weather conditions as required

## **ARTICLE 55**

### **TOOLS**

55.01 The Employer will provide employees with the tools necessary to perform the duties of their position.

## **ARTICLE 56**

### **NORTHERN ALLOWANCE**

56.01 Effective December 1, 2008 all permanent and term employees shall receive a Northern Allowance based on Six Thousand Eight Hundred dollars (\$6,800) per fiscal year. Effective January 1, 2009, this amount shall increase to Seven Thousand Seventy Two dollars (\$7,072) per fiscal year. Effective January 1, 2010, this amount shall increase to Seven Thousand Four Hundred Twenty Five dollars and sixty cents (\$7425.60) dollars per fiscal year. This allowance shall be paid to full time employees in twenty-six (26) equal parts as part of their regular paycheck. The allowances for part time employees shall be prorated.

## **ARTICLE 57**

### **SOCIAL JUSTICE FUND**

57.01 The Employer shall contribute one cent (1¢) per hour worked to the PSAC Social Justice Fund and such contribution will be made for all hours worked by each employee in the Bargaining Unit. Contributions to the Fund will be made quarterly, in the middle of the month immediately following completion of each fiscal quarter year, 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.

## **ARTICLE 58**

### **REOPENER OF AGREEMENT AND MUTUAL DISCUSSIONS**

58.01 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.

58.02 This Agreement may be amended by mutual consent.

## ARTICLE 59

### DURATION AND RENEWAL

- 59.01 The term of this Agreement shall be from January 1, 2008 to December 31, 2010. The terms of this Agreement shall come into effect October 6, 2008, unless another date has been agreed to.
- 59.02 Notwithstanding Article 59.01, the provisions of this Agreement, including the provisions for the adjustment of disputes in ARTICLE 42, shall remain in effect during the negotiations for its renewal, and until either a new collective agreement becomes effective, or until the provisions of Section 89(1) of the *Canada Labour Code* have been met.
- 59.03 Either party to this Agreement may, within the period of four (4) months immediately preceding the date of expiration of the term of this Agreement, by written notice, require the other party to this Agreement to commence collective bargaining with a view to the conclusion, renewal or revision of this Agreement in accordance with Section 49(1) of the *Canada Labour Code*.
- 59.04 Where notice to bargain collectively has been given under Article 59.03, the Employer shall not alter the rates of pay or any term or condition of employment or any right or privilege of the employees, or any right or privilege of the Union until a renewal or revision of this Agreement has been concluded, or until the provisions of Section 89(1) of the *Canada Labour Code* have been met, unless the Union consents to the alteration of such a term or condition, or such a right or privilege.

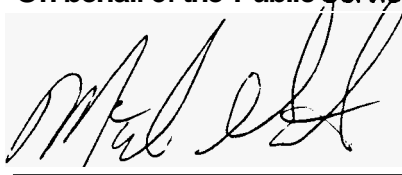
Signed this 5th day of FEBRUARY, 2009.

On behalf of the Village of Fort Simpson

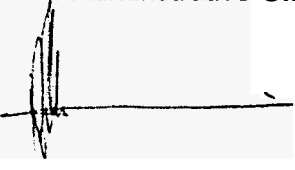
On behalf of the Public Service Alliance of Canada



**Tom Matus**  
Senior Administrative Officer




**Mitchell Gast**  
Committee Member



**Duncan Carvin**  
Mayor



**Lorna Beaulieu**  
Committee Member



**Glenn Tait**  
Negotiator



**Marija Babic**  
Negotiator



**Jean François Des Lauriers**  
Regional Executive Vice President – North  
Public Service Alliance of Canada

## APPENDIX A

<u>Position List</u>	<u>Range</u>
Water Treatment Plant Operator	6
Sewage Treatment Plant Operator	6
Equipment Operator	4
Municipal Maintainer	4
Public Works Foreperson	8
Assistant Senior Administrative Officer	8
Administration Accounting Clerk	5
Administration Utilities Clerk	5

## APPENDIX B

<u>Position List</u>	<u>Range</u>
Bylaw Officer (part time)	4
Librarian (part time)	2
Recreation Coordinator	7
Recreation Facility Maintainer	4
Visitor Info Centre Manager	3
Visitor Info Centre Assistant Manager	2
Visitor Information Centre Attendant	1
Swimming Pool Supervisor	3
Swimming Pool Assistant Supervisor	2
Swimming Pool Lifeguard	1
Casual Labourer	1

**APPENDIX C**

**VILLAGE OF FORT SIMPSON**

**PAY GRID**

**EFFECTIVE JANUARY 01, 2008 (3.5%)**

<b>RANGE</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>
1	\$13.23	\$13.50	\$13.77	\$14.03	\$14.32	\$14.60
2	\$17.03	\$17.37	\$17.71	\$18.07	\$18.43	\$18.80
3	\$19.06	\$19.45	\$19.84	\$20.24	\$20.65	\$21.05
4	\$21.97	\$22.41	\$22.87	\$23.33	\$23.78	\$24.26
5	\$24.74	\$25.24	\$25.74	\$26.26	\$26.78	\$27.31
6	\$26.16	\$26.69	\$27.22	\$27.79	\$28.33	\$28.89
7	\$26.98	\$27.53	\$28.07	\$28.64	\$29.22	\$29.80
8	\$27.89	\$28.45	\$29.01	\$29.59	\$30.18	\$30.79
9	\$29.18	\$29.75	\$30.35	\$30.95	\$31.58	\$32.21
10	\$32.75	\$33.40	\$34.07	\$34.76	\$35.45	\$36.16
11	\$37.38	\$38.13	\$38.88	\$39.67	\$40.46	\$41.26

"Employees who are being paid rates of pay that exceed the maximum rate of pay for their range shall continue to receive that rate of pay, and shall receive a 3.50% salary increase effective January 1, 2008, 4.00% increase effective January 1, 2009, and 5.00% increase effective January 1, 2010."

**VILLAGE OF FORT SIMPSON**  
**PAY GRID**  
**EFFECTIVE JANUARY 01, 2009 (4.0%)**

<b>RANGE</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>
1	\$13.76	\$14.04	\$14.32	\$14.59	\$14.89	\$15.18
2	\$17.71	\$18.06	\$18.42	\$18.79	\$19.17	\$19.55
3	\$19.82	\$20.23	\$20.63	\$21.05	\$21.48	\$21.89
4	\$22.85	\$23.31	\$23.78	\$24.26	\$24.73	\$25.23
5	\$25.73	\$26.25	\$26.77	\$27.31	\$27.85	\$28.40
6	\$27.21	\$27.76	\$28.31	\$28.90	\$29.46	\$30.05
7	\$28.06	\$28.63	\$29.19	\$29.79	\$30.39	\$30.99
8	\$29.01	\$29.59	\$30.17	\$30.77	\$31.39	\$32.02
9	\$30.35	\$30.94	\$31.56	\$32.19	\$32.84	\$33.50
10	\$34.06	\$34.74	\$35.43	\$36.15	\$36.87	\$37.61
11	\$38.88	\$39.66	\$40.44	\$41.26	\$42.08	\$42.91

"Employees who are being paid rates of pay that exceed the maximum rate of pay for their range shall continue to receive that rate of pay, and shall receive a 3.50% salary increase effective January 1, 2008, 4.00% increase effective January 1, 2009, and 5.00% increase effective January 1, 2010."



**VILLAGE OF FORT SIMPSON**  
**PAY GRID**  
**EFFECTIVE JANUARY 01, 2010 (5.0%)**

<b>RANGE</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>
1	\$14.45	\$14.74	\$15.04	\$15.32	\$15.63	\$15.94
2	\$18.60	\$18.96	\$19.34	\$19.73	\$20.13	\$20.53
3	\$20.81	\$21.24	\$21.66	\$22.10	\$22.55	\$22.98
4	\$23.99	\$24.48	\$24.97	\$25.47	\$25.97	\$26.49
5	\$27.02	\$27.56	\$28.11	\$28.68	\$29.24	\$29.82
6	\$28.57	\$29.15	\$29.73	\$30.35	\$30.93	\$31.55
7	\$29.46	\$30.06	\$30.65	\$31.28	\$31.91	\$32.54
8	\$30.46	\$31.07	\$31.68	\$32.31	\$32.96	\$33.62
9	\$31.87	\$32.49	\$33.14	\$33.80	\$34.48	\$35.18
10	\$35.76	\$36.48	\$37.20	\$37.96	\$38.71	\$39.49
11	\$40.82	\$41.64	\$42.46	\$43.32	\$44.18	\$45.06

"Employees who are being paid rates of pay that exceed the maximum rate of pay for their range shall continue to receive that rate of pay, and shall receive a 3.50% salary increase effective January 1, 2008, 4.00% increase effective January 1, 2009, and 5.00% increase effective January 1, 2010."

## LETTER OF UNDERSTANDING

The parties agree the following forms part of this Agreement:

The Employer and the Union agree that notwithstanding any other provisions of the Collective Agreement, in the event that the Employer is unable to find any suitable and qualified candidates who reside in Fort Simpson for the following casual positions:

Swimming Pool Supervisor

Swimming Pool Assistant Supervisor

Swimming Pool Lifeguard

and if the Employer fills these casual positions with employees from outside Fort Simpson, the Employer may provide those employees with transportation to Fort Simpson at the commencement of the employee's casual employment with the Employer and transportation from Fort Simpson at the termination of the employee's casual employment with the Employer. The Employer may also provide those employees with accommodation for the period of their casual employment with the Employer.

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