

**RECEIVED** **Collective Agreement**  
AUG 04 2009

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**Public Service Alliance of Canada**  
(As Represented by its Component the Union of Northern Workers)

**and**

**Deninoo Community Council**

**Effective From: April 1, 2009**  
**To: March 31, 2012**

**Union of Northern Workers**  
**Suite 200, 5112 – 52<sup>nd</sup> Street,**  
**Yellowknife NT X1A 3Z5**

**Deninoo Community Council**  
**General Delivery,**  
**Fort Resolution NT X0E 0M0**

13866 (02)

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## **Article 1**

### **PURPOSE OF AGREEMENT**

- 1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the Employees and the Union, to set forth certain terms and conditions of employment relating to pay, hours of work, Employee benefits, and general working conditions affecting Employees covered by this Agreement and to ensure that all reasonable measures are provided for the safety and occupational health of the Employees.
- 1.02 The parties to this Agreement share a desire to improve the quality, to promote well-being and increase the productivity of the Employees to the end that the Employer will be well and efficiently served. Accordingly, the parties are determined to establish, within the framework provided by law, an effective working relationship at all levels in which members of the Bargaining Unit are employed.

## **Article 2**

### **INTERPRETATION AND DEFINITIONS**

- 2.01 For the purpose of this Agreement:
- (a) "Agreement" and "Collective Agreement" means this Collective Agreement;
  - (b) "Alliance" means the Public Service Alliance of Canada;
  - (c) "Allowance" means compensation payable to an Employee in addition to the regular remuneration payable for the performance of the duties of his position;
  - (d) "Bargaining Unit" means all Employees of the Deninoo Community Council in Fort Resolution, Northwest Territories, excluding the senior administrative officer;
  - (e) "Casual Employee" means a person employed by the Employer for **work** of a temporary nature not to exceed four (4) months. A casual employee is a member of the Bargaining Unit;
  - (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)
    - (i) "Continuous Employment" and "Continuous Service" means uninterrupted employment with the Employer; and
    - (ii) where an Employee is laid off or ceases to be employed for a reason other than dismissal, resignation, abandonment of position or rejection on probation, and is re-employed within a period of six (6)

months, his periods of employment for purposes of pension, sick leave, vacation leave and vacation travel benefits shall be considered as continuous employment;

- (h) "Continuous operation" means any operation in which in each seven day period operations once commenced normally continue day and night without cessation until the completion of the regularly scheduled operations for that period;
- (i) "Day of Rest" in relation to an Employee means a day other than a holiday on which that Employee is not ordinarily required to perform the duties of his position other than by reason of his being on leave of absence;
- (j) "Demotion" means the appointment of an Employee for reasons of misconduct, incompetence or incapacity, to another position for which the maximum pay is less than that of his former position;
- (k) "Dependant" means a person residing with the Employee who is:
  - (i) that Employee's spouse (including common-law),
  - (ii) child, including step-child, adopted child and foster child who
    - 1) is under nineteen (19) years of age and dependent upon him/her for support, or
    - 2) being over nineteen (19) years of age and dependant upon him/her by reason of full-time attendance at a 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;
- (l) "Employee" means a member of the Bargaining Unit;
- (m) "Employer" means the Deninoo Community Council;
- (n) "Fiscal Year" means the period of time from April 1, in one year, to March 31, in the following year;
- (o) "Grievance" means a complaint in writing that an Employee, group of Employees, or the Union submits to management, to be processed through the grievance procedure;
- (p) "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;

- (q) "Lay-Off" means an Employee whose employment has been terminated because of lack of work, or lack of funding;
- (r) "Leave of Absence" means absence from duty with the Employer's permission;
- (s) "Lieu Time" means the equivalent leave with pay take in lieu of cash payment;
- (t) "Manager" means the Senior Administrative Officer;
- (u) "May" shall be regarded as permissive and "Shall and "Will" as imperative;
- (v) "Membership Fees" means the fees established pursuant to the By-Laws of the Union as the fees payable by the members of the Bargaining Unit, and shall not include any initiation fee, insurance premium, or any special levy;
- (w) "Overtime" means work performed by an Employee in excess of seven (7) hours per day or thirty-five (35) hours per week;
- (x) "Part time Employee" means an employee who has been appointed to a position for which the hours of work on a continuing basis are less than the standard work day or work week for that position;
- (y) "Probation" means a period of nine hundred and ten (910) hours from the day upon which an Employee is first appointed or a period of four hundred and fifty-five (455) hours after an Employee has been transferred or promoted from within. If an Employee does not successfully complete his probationary period on transfer or promotion, the Employer shall appoint him to a position comparable to the one from which he was transferred or promoted;
- (z) "Promotion" means the appointment of an Employee to a new position where the position to which the employee is appointed is at a higher pay range than the position the employee formerly occupied;
- (aa) "Rates of Pay"
  - (i) "weekly rate of pay" means an Employee's annual salary divided by 52.176,
  - (ii) "daily rate of pay" means an Employee's weekly rate of pay divided by five (5),
  - (iii) "hourly rate of pay" means an employee's daily rate of pay divided by his regularly scheduled daily hours of work, or where an Employee is paid by the hour, the rate of pay established by the Employer for his part-time employment;

- (bb) "Representative" means a person who is authorized to represent the Union;
- (cc) "Seniority" means length of service with the Employer;
- (dd) "Term employee" means a person hired by the Employer for a specified period of time to perform a certain job, and includes employees hired as leave replacements, employees hired in relation to programs of a fixed duration or without ongoing funding, or employees hired in relation to or in support of training;
- (ee) "Transfer" means the appointment of an Employee to a new position that does not constitute a promotion or demotion;
- (ff) "Week" for the purposes of this Agreement shall be deemed to commence at 12:01 A.M. on Monday and terminate at midnight on Sunday;
- (gg) "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 *Employment 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 Deninoo Community Council is a unionized work place.

### **DISCRIMINATION**

3.03 The Employer 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 race, colour, ancestry, nationality, ethnic origin, place of origin, creed, religion, age, disability, sex, sexual orientation, gender identity, marital status, family status, family affiliation, political belief, political association, social condition, conviction for which a pardon has been granted, union membership or activity, or for exercising their rights under this Agreement.

- 3.04 The Employer shall make every reasonable effort to find alternate employment within its employ for an Employee who suffers an injury on duty and who as a result becomes unable to carry out his normal work functions.
- 3.05 Notwithstanding Article 3.03, it is recognized that an affirmative action program may be implemented by the Employer based on native employment (as recognized in the Canadian Constitution).

#### **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 the printing and distribution of the Collective Agreement. The Union will facilitate said printing and distribution.

#### **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 regulation, direction or other instrument dealing with terms and conditions of employment issued by the Employer, the provisions of this Agreement shall prevail. However, this article shall not be construed to require the Employer to do or refrain from doing anything contrary to an Act of the Northwest Territories.

#### **Article 7**

### **STRIKES AND LOCKOUTS**

- 7.01 During the life of this Agreement there shall be no lockout by the Employer and no strike by the employees.



**Article 8**  
**MANAGERIAL RESPONSIBILITIES**

- 8.01 Managerial responsibilities or decisions will be carried out or made in a manner that is just, reasonable and non-discriminatory.
- 8.02 The Union recognizes that it is the right of the Employer to exercise the regular and customary functions of management and to direct its work force subject to the terms of this Agreement.

**Article 9**  
**OUTSIDE EMPLOYMENT**

- 9.01 Subject *to* Article 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 Deninoo Community Council personnel place the individual in a position where he can exploit the knowledge or information for personal gain.

**Article 10**  
**EMPLOYER DIRECTIVES**

- 10.01 The Employer shall provide the Union with a copy of all personnel directives when issued.

**Article 11**  
**UNION ACCESS TO EMPLOYER PREMISES**

- 11.01 The Employer shall permit access to its work premises of an accredited representative of the Union upon reasonable notice.

**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 an employee who is a party to the grievance to attend the Arbitration Hearing, except while an employee is on suspension without pay.
- 13.02 The Employer will grant leave with pay to an Employee called as a witness before an Arbitration Hearing.
- 13.03 Where an Employee and his representative are involved in the process of his grievance, they shall be granted reasonable time off with pay to attend a grievance meeting.

CONTRACT NEGOTIATIONS MEETINGS

- 13.04 The Employer will grant leave with pay to two (2) Employees for the purpose of attending contract negotiations on behalf of the Union for the duration of such negotiations.

PREPARATORY CONTRACT NEGOTIATIONS MEETINGS

- 13.05 Subject to operational requirements, the Employer will grant leave without pay to two (2) Employees for a maximum of one (1) day each to attend preparatory negotiations meetings.

EMPLOYEE ORGANIZATION EXECUTIVE COUNCIL MEETINGS,  
CONGRESS AND CONVENTIONS

- 13.06 Subject to operational requirements, the Employer will grant reasonable leave without pay to a maximum of two (2) Employees to attend executive council meetings and conventions of the Union of Northern Workers, the Alliance, the Canadian Labour Congress and the Northern Territories Federation of Labour.

REPRESENTATIVES TRAINING COURSE

- 13.07 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, unless it is necessary to replace an Employee and it is not practical to replace him or her for the period of the leave.

TIRIE-OFF FOR REPRESENTATIVES

- 13.08 (a) A Representative shall obtain the permission of his immediate supervisor 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.
- (b) The Representative shall make every reasonable effort to report back to his supervisor before resuming his normal duties.
- 13.09 Upon reasonable notice, the Employer will grant leave without pay for a reasonable number of Employees, unless it is necessary to replace an Employee and it is not practical to replace him or her for the period of the leave:
- (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.

LEAVE FOR UNION OFFICE

- 13.10 (a) (i) Upon the request of the Union, employees elected as National President, President, National Executive Vice-president, Regional Executive Vice-president, First Vice-president, 2nd Vice-president or Regional Vice-president of the Alliance or the Union of Northern Workers 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) Upon termination of their leave of absence such employee shall be offered as a minimum the position they held with the Employer in the same work site and community before they commenced the leave of absence. When such employees wish to invoke this clause of the Agreement they shall provide the Employer with a three month notice of their intent to do so.
- (c) Notwithstanding Article 13.10(b), 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.

## OTHER UNION LEAVE

- 13.11 At the request of an employee, the Employer shall grant an employee a leave of absence to work for the Union, unless it is necessary to replace an Employee and it is not practical to replace him or her for the period of the leave.

## **Article 14** **CHECK OFF**

- 14.01 The Employer will, as a condition of employment, deduct an amount equal to the amount of membership fees, dues and assessments from the pay of all Employees in the Bargaining Unit.
- 14.02 The Union shall inform the Employer in writing of the authorised deductions to be checked off for each Employee within the Bargaining Unit.
- 14.03 For the purpose of applying Article 14.01, deductions from pay for each Employee will occur on a biweekly basis and will apply to the extent that earnings are available.
- 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, dues and assessments deducted by the Employer from the pay of the Employees in the Bargaining Unit.
- 14.05 The amounts deducted in accordance with Article 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 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.
- 14.07 The Employer agrees to identify annually on each Employee's T4 slip the total amount of the amounts deducted for the preceding year.

## **Article 15** **INFORMATION**

- 15.01 (a) The Employer agrees to provide the Union within thirty (30) days of ratification of the collective agreement, and every six (6) months thereafter, with information concerning the identification of each member in the Bargaining Unit. This information shall include the name, address, job classification, rate of pay, social insurance number, and employment status of all Employees in the Bargaining Unit.

- (b) The Employer shall inform the Union on a monthly basis of any changes to the above information, as well as the names of Employees who have been hired or transferred and the names of Employees whose employment has been terminated. The Union shall be notified of Employees not paying dues who are on leave, and the type of leave.
  - (c) The Employer shall provide separate listings for employees who are normally scheduled to work full time (including term, casual and/or seasonal employees) and for employees who are normally scheduled to work less than full time, that is fewer than the regular hours per day or days per week.
  - (d) The Employer shall notify the Union of all newly created classifications including its designation as to whether it is within or outside of the Bargaining Unit.
- 15.02 The Employer shall provide each Employee with a copy of this Collective Agreement.
- 15.03 The Employer agrees to provide each new member of the Bargaining Unit with a copy of this Collective Agreement upon his appointment.

## **Article 16** **SENIORITY**

- 16.01 Seniority is defined as the length of service with the Employer, and shall be applied on a Bargaining Unit-wide basis.
- 16.02 A newly hired Employee shall be on probation for a period of nine hundred and ten (910) hours. During the probationary period, the Employee shall be entitled to all rights and benefits of 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 up-to-date, a copy of which shall be posted on the bulletin board, and shall be sent to the union every six (6) months, on January 1 and June 1 of each year.

## **Article 17** **PROVISION OF BULLETIN BOARD SPACE AND OTHER** **FACILITIES**

- 17.01 The Employer shall provide bulletin board space in its office clearly identified for exclusive Union use.
- 17.02 Upon reasonable notice and when the space is available, the Employer shall make available to the Union and the members of the Bargaining Unit its hall and arena lobby without charge for use from time to time for the business relating to the Bargaining Unit.

17.03 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.

## **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) National Aboriginal Day;
- (f) Treaty Day (1/2 day);
- (g) Canada Day;
- (h) the first Monday in August;
- (i) Labour Day;
- (j) Thanksgiving Day;
- (k) Remembrance Day;
- (l) Christmas Day;
- (m) Boxing Day;
- (n) **An one-half (1/2) day paid holiday shall also be granted to all Employees on any special day proclaimed by the Mayor of Fort Resolution,**

18.02 Employees who are unable to take time off due to operational requirements will be paid at the overtime rate.

18.03 Article 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.

## HOLIDAY FALLING ON A DAY OF REST

- 18.04 When a day designated as a holiday under Article 18.01 coincides with an Employee's day of rest, the holiday shall be moved to the Employee's first working day following his day of rest or to another day mutually agreed upon between the Employee and the Employer.
- 18.05 When a day designated as a holiday for an Employee is moved to another day under the provisions of Article 18.04:
- (a) work performed by an Employee on the day from which the holiday was moved shall be considered as work performed on a day of rest; and,
  - (b) work performed by an Employee on the day to which the holiday was moved, shall be considered as work performed on a holiday.
- 18.06 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 one and one-half (1%)times his hourly rate of pay for all hours worked in addition to designated paid holiday pay.
- 18.07 Subject to Article 28 (Pay), at the Employees' option, the amounts payable pursuant to Article 18.06 may be taken either in cash or in lieu time to be taken at a later date convenient to both the Employer and the Employee.
- '18.08 Where a day that is a designated holiday for an Employee falls within a period of leave with pay, the holiday shall not count as a day of leave.
- 18.09 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 When an Employee who has been granted more vacation, sick leave or special leave with pay than he has earned is terminated due to death or lay-off, the Employee shall be considered to have earned that amount of leave with pay granted **to** him.
- 19.02 When an employee is in receipt of an allowance and is granted leave with pay, he is entitled during his period of leave to receive the allowance.
- 19.03 During the months of April, July, October and January in each year the Employer shall inform each Employee in the Bargaining Unit in writing of the balance of his special, sick and vacation leave credits as of the last day of the previous month.
- 19.04 If, at the end of the fiscal year, an Employee's entitlement to vacation leave with pay includes a fractional entitlement, the entitlement shall be increased to the next hour.

- 19.05 For the purpose of leave or time off, operational requirements are deemed to exist when it is necessary to replace an Employee and it is impossible to replace him or her for the period of the leave or time off.
- 19.06 When the Employer denies an Employee's application for leave, the reasons for the denial shall be provided to the Employee in writing at the time of denial.
- 19.07 An Employee's request for any leave will be responded to by the Senior Administrative Officer or his/her designate within a reasonable period of time.

## **Article 20**

### **VACATION LEAVE**

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

- 20.01 (a) For each month of a fiscal year in which a full-time Employee receives pay for one hundred and five (105) hours or more, he shall earn vacation leave at the following rates:
- (i) one decimal three seven five (1.375) days each month until the month in which the anniversary of the second (2<sup>nd</sup>) year of continuous service is completed.
  - (ii) one decimal seven nine (1.79) days each month commencing in the month after completion of two (2) years of continuous service and ending in the month that seven (7) years of continuous service is completed.
  - (iii) two decimal zero eight (2.08) days each month commencing in the month after completion of seven (7) years of continuous service and ending in the month that fifteen (15) years of continuous service is completed.
  - (iv) two decimal five (2.5) days each month commencing in the month after completion of fifteen (15) years of continuous service and ending in the month that twenty (20) years of service is completed.
  - (v) three (3) days each month commencing in the month after completion of twenty (20) years of continuous employment.



- (b) Part-time Employees shall receive vacation pay based on their length of service as follows:

Length of Service	Percentage of Gross Earnings
0 – 2 years	4%
2 – 7 years	6%
7 – 15 years	8%
15 – 20 years	10%
20+ years	12%

If the statutory rate under the *Employment Standards Act* changes from the four percent (4%) that rate of change will be applied to each category.

#### GRANTING OF VACATION LEAVE

- 20.02 (a) In granting vacation leave with pay to an Employee, the Employer shall make every reasonable effort to:

- (i) schedule vacation leave for all Employees in the fiscal year in which it is earned;
  - (ii) not recall an Employee to duty after he has proceeded on vacation leave, other than for an emergency;
  - (iii) grant the Employee his vacation leave during the fiscal year in which it is earned at a time specified by him;
  - (iv)
    - 1) grant the Employee vacation leave for at least up to six (6) consecutive weeks depending upon his vacation entitlements when so requested by the employee; and
    - 2) recognize Seniority on preference for a vacation period.
- (b) (i) An employee requesting vacation leave of five (5) days or less shall provide the Employer with at least five (5) working days advance notice. The Employer shall reply within **two** (2) working days.
- (ii) **An** employee requesting vacation leave of more than five (5) days shall provide the Employer with at least ten (10) working days advance notice. The Employer shall reply within five (5) working days.
- (iii) If the Employer fails to reply to the vacation leave request within the relevant time limits in (i) or (ii) then the leave request shall be deemed to be approved.

- (iv) 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, and such change, reduction or denial shall be subject to Article 44 – Grievances and Arbitration of this Agreement.
- (c) Following the initial six (6) months of employment, the annual vacation complement may be taken, but must not exceed the entitlement earned for the first fiscal year of employment. In subsequent years, an employee may receive, if requested, an advance of vacation leave credits to the end of the fiscal year.
- (d) Employees will not be permitted to carry over more vacation leave credits than can be earned in one (1) fiscal year. Vacation leave credits exceeding a one (1) year entitlement will be liquidated in cash in the month of May.
- (e) Upon request, employees taking vacation leave will be provided with pay cheques for the period of their vacation one day prior to taking such vacation leave.

20.03 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 21.02 (Special Leave); or
- (b) is granted special leave with pay because of illness in the immediate family as defined in Article 21; 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.

#### RECALL FROM VACATION LEAVE

20.04 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.

- 20.05 Except in an emergency the Employer shall not recall any employee to duty once his/her vacation has commenced.
- 20.06 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 prearrangements associated with his vacation;
  - (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.

#### LEAVE WHEN EMPLOYMENT TERMINATES

- 20.07 Where an Employee dies or otherwise terminates his employment:
- (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.

### **Article 21**

#### **SPECIAL LEAVE**

- 21.01 An employee shall earn special leave credits at the following rates up to a maximum of twenty (20) days at the following rates:
- (a) one-half day for each calendar month, in which he worked and/or received vacation **leave** for one hundred and five (105) hours or more, and;
  - (b) one-quarter day for each calendar month, in which he worked and/or received vacation leave for thirty-five (35) hours or more.

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

- 21.02 (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, foster child, father-in-law, mother-in-law, grandchildren, grandparents, son-in-law, daughter-in-law, and any relative permanently residing in the employee's household or with whom the employee permanently resides.
- (b) The Employer shall grant special leave earned with pay:
- (i) when there is a death in the employee's immediate family;
  - (ii) where a member of the employee's immediate family residing outside of Fort Resolution becomes seriously ill and the employee travels outside of Fort Resolution to care for the family member;
  - (iii) when an employee is to be married;
  - (iv) 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 leave with pay to all employees for one half (1/2) day to attend the funeral of a community member.
- (d) The Employer shall grant special leave with pay where special circumstances not directly attributable to the employee prevent his reporting to duty, including:
- (i) serious household or domestic emergencies;
  - (ii) a general transportation tie-up caused by weather if the employee makes every reasonable effort to report for duty including in the event that an employee is weathered out while out of town;
  - (iii) serious community emergencies, where the employee is required to render assistance;

21.03 An employee shall be granted special leave with pay up to a maximum of five (5) working days on the occasion of the birth of his child. An employee shall be granted special leave with pay up to a maximum of five (5) working days on the occasion of the adoption of a child.

#### ADVANCE OF CREDITS

21.04 Where an employee has insufficient credits to permit the granting of special leave within the meaning of this Article, leave up to a maximum of five (5) days, may, at the discretion of the Employer be granted, subject to the deduction of such advance leave from any special leave credits subsequently earned.

## CASUAL LEAVE

- 21.05 Employees shall be granted casual leave with pay to a maximum of **two** (2) hours where the purpose of this leave takes place within the community of Fort Resolution, or to a maximum of one (1) day where the purpose of this leave takes place outside the community of Fort Resolution, for the following purposes:

### Medical, Dental, School or Counsellor/Therapist Appointments

- (a) Whenever it is necessary for an employee to attend upon his doctor, nurse, dentist, dental therapist, counsellor or therapist, or appointments with school authorities during working hours he shall be granted casual leave for these purposes.

### Other Casual Leave

- (b) The Senior Administrative Officer or his/her designate may grant an employee casual leave for other purposes of a special or unusual nature.

### Regular Appointments

- (c) Employees shall be granted casual leave with pay to a maximum of one (1) day per occurrence where the employee's physician requires him to attend regular or recurring medical treatments or check-ups, provided the employee provides a medical certificate.

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

## **Article 22** **SICK LEAVE**

### CREDITS

- 22.01 An employee shall earn sick leave credits at the rate of one and one-quarter (1¼) days for each calendar month in which he worked and/or received vacation leave for one hundred and five (105) hours or more.
- 22.02 Ail absences on account of illness on a normal working day shall be charged against an Employee's accumulated sick leave credits.
- 22.03 Unless otherwise informed by the Employer an employee must sign a statement stating that because of an illness or injury he/she was unable to perform their duties, if the period of leave requested does not exceed three (3) working days.
- 22.04 An employee is required to produce a certificate from a qualified medical practitioner certifying that the employee is unable to carry out their duties due to illness or injury if the period of leave requested exceeds three (3) working days.

- 22.05 In circumstances where sick leave would be authorized but the Employee has insufficient or no sick leave credits, he may be granted sick leave in advance to a limit of ten (10) days which shall be charged against future credits as earned. If the Employee dies before authorized unearned sick leave has been liquidated, no recovery shall be made from the Employee's estate. The number of days granted shall be at the discretion of the Employer, but shall not be unreasonably withheld.
- 22.06 (a) When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for a concurrent period, there shall be no charge against his sick leave credits for the period of concurrency.
- (b) **An** employee is not eligible for sick leave during any period in which he is on lay-off or under suspension.

## **Article 23**

### **OTHER TYPES OF LEAVE**

#### **COURT LEAVE**

- 23.01 The Employer shall grant leave with pay to an employee, other than an employee on leave of absence without pay, laid off or on suspension, for the period of time required:
- (a) to serve on a **jury** and the jury selection process;
- (b) to answer a subpoena or summons to attend as a witness in any proceeding authorized by law to compel the attendance of witnesses,

provided the employee remits or assigns to the Employer any remuneration received by him as a result of serving on a jury, in the jury selection or as a witness, other than remuneration received as an allowance or reimbursement for expenses incurred in such duty.

#### **EMERGENCY LEAVE**

- 23.02 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.

#### **LEAVE WITHOUT PAY FOR PERSONAL NEEDS**

- 23.03 Leave without pay for personal needs may be granted, subject to operational requirements, to an Employee for up to one (1) year.

MATERNITY AND PARENTAL LEAVE WITHOUT PAY

- 23.04 (a) 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.
- (b) 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), 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.
- (c) Where an employee commences legal proceedings to adopt a child or obtains an order 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.
- (d) Notwithstanding paragraph (a), (b) and (c):
- (i) where the employee's child is hospitalized and the employee has not yet proceeded on parental leave without pay, or
  - (ii) where the employee has proceeded on parental leave without pay and then returns to work for all or part of the period during which his or her child is hospitalized,
- the period of 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 parental leave without pay. However, the extension shall end not later than one hundred and four (104) weeks after the day the child comes into the employee's care.
- (e) The Employer may require an employee to submit a medical certificate certifying pregnancy, or submit a birth certificate or proof of adoption.
- (f) 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.
- (g) Maternity and Parental Leave granted under this Article shall count for the calculation of "continuous employment" and "continuous service."
- (h) Parental leave without pay taken by a couple employed by the Employer shall not exceed a combined total of thirty seven (37) weeks.

- (i) An employee who has not commenced maternity leave without pay may elect to:
  - (i) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;
  - (ii) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article 22 Sick Leave With Pay. For purposes of this subparagraph, the terms "illness" or "injury" used in Article 22, Sick Leave With Pay, shall include medical disability related to pregnancy.
- (j) The Employer may:
  - (i) defer the commencement of parental leave without pay at the request of the employee;
  - (ii) grant the employee parental leave without pay with less than four (4) weeks' notice.

MATERNITY AND/OR PARENTAL ALLOWANCE

- 23.05 (a) An employee who has been granted maternity and/or parental leave without pay, shall be paid an allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described below providing he or she:
- (i) has completed *six* (6) months of continuous employment before the commencement of the leave,
  - (ii) provides the Employer with proof of application for and receipt of pregnancy or parental benefits in accordance with section 22 or 23 of the *Employment Insurance Act*, and
  - (iii) signed an agreement with the Employer stating that he or she will return to work following the approved leave period (unless modified by a period of other approved leave) for a period equal to that for which an allowance was paid.



- (b) Should an employee fail to return to work or fail to work the period specified in subsection (a)(iii) above for reasons other than death, lay off, early termination due to lack of work or discontinuance of a function of a Specified period of employment that would have been sufficient to meet the obligations specified in section (a)(iii), or having become disabled within the meaning of the Public Service Superannuation Act, the employee shall repay to the Employer on a pro rata basis as follows:

$$\frac{\text{[allowance received]} \quad \times \quad \text{[remaining period to be worked following return to work]}}{\text{[total period to be worked as specified in (a)(iii)]}}$$

however, an employee who's specified period of employment expired and who is rehired by the Employer within a period of five (5) days or less is not indebted for the amount if the new period of employment is sufficient to meet the obligations specified in (a)(iii).

- (c) For the purpose of sections (a)(iii) and (b), periods of leave with pay shall count as time worked. Periods of leave without pay during employees return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii) without activating the recovery provisions described in clause (b).
- (d) Maternity or Parental Allowance payments made in accordance with the SUB Plan will consist of the following:
- (i) Where the employee is subject to a two weeks waiting period before receiving Employment Insurance benefits, ninety three percent (93%) of his/her weekly rate of pay for each week, less any other monies earned during this period,

and

  - (ii) For each week the employee receives benefits under sections 22 or 23 of the *Employment Insurance Act* (EI), the difference between the gross weekly amount of benefits payable under the EI Act and ninety three percent (93%) of his/her weekly rate of pay for each week, less any other monies earned during this period which may result in a decrease in employment insurance benefits under the EI Act.
- (e) At the employee's request, the payment referred to in subsection (d)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of EI maternity or EI parental benefits.
- (f) The maternity or parental allowance to which an employee is entitled is limited to that provided in paragraph (d) and an employee will not be reimbursed for any amount required to be repaid pursuant to the *Employment Insurance Act*.

- (g) The weekly rate of pay referred to in paragraph (d) shall be:
  - (i) for a full time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity and/or parental leave without pay;
  - (ii) for an employee who has been employed on a part time or on a combined full time and part time basis during the six (6) month period preceding the commencement of maternity and/or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full time during such period.
- (h) The weekly rate of pay referred to in paragraph (g) shall be the rate to which the employee is entitled for his or her substantive level to which the employee is appointed.
- (i) Notwithstanding paragraph (h) and subject to subparagraph (g)(ii), if on the day immediately preceding commencement of maternity and/or parental leave without pay an employee has been on an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.
- (j) Where an employee becomes eligible for a pay increment or pay revision while in receipt of the maternity or parental allowance, the allowance shall be adjusted accordingly.
- (k) Maternity or parental allowance payments made under the SUB plan will neither reduce nor increase an employee's deferred remuneration or severance pay.
- (l) The employer shall supply to any employee who is considering applying for Maternity and/or Parental Leave and who so requests from the Personnel Officer, a complete information package on the SUB plan.

SPECIAL ALLOWANCE FOR TOTALLY DISABLE EMPLOYEES

- 23.06 (a) An employee who fails to qualify for Employment Insurance pregnancy and/or parental benefits solely because of a concurrent entitlement to benefits under the Long Term Disability or Short Term Disability plans set out in Article 53 – Pension and Group Benefits Plans, and who has completed six (6) months of continuous employment before the commencement of the leave shall be paid, in respect of each week of benefits under the maternity and/or parental allowance not received for the reason described herein, the difference between ninety three per cent (93%) of the employee's rate of pay and the gross amount of his or her weekly disability benefit under the above disability plans.

- (b) An employee shall be paid an allowance under this clause and under Article 23.05 for a combined period of no more than the number of weeks during which the employee would have been eligible for maternity or parental benefits pursuant to Section 22 or 23 of the *Employment Insurance Act*, had the employee not been disqualified from Employment Insurance maternity and parental benefits for the reasons described above.

#### COMPASSIONATE CARE LEAVE

- 23.07 (a) The Employer shall grant leave without pay to provide compassionate care for an employee's gravely ill mother, father or dependent who have a significant risk of death pursuant to the *Employment Insurance Act*.
- (b) The Employer shall provide the employee with an information package on the compassionate care program under the Employment Insurance Act and regulations.

#### CIVIL LEAVE

- 23.08 An employee may be entitled to up to fifteen (15) days civic leave without pay 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, and Ranger activities shall qualify for civic leave without pay.

### **Article 24**

## **EDUCATION LEAVE**

#### PURPOSE

- 24.01 The Employer recognizes the need to develop a service capable of effectively and efficiently administering policy and programs. The skills and knowledge required to deliver programs can be recruited or developed from within the organization. Education Leave provides a means to meet organizational requirements through manpower planning programs.

#### DEFINITION OF EDUCATION LEAVE

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

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

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

## ELIGIBILITY

**24.03** All applicants for Education Leave must satisfy the following requirements:

- (a) An employee must have three (3) years of continuous service with the Employer prior to the commencement of any Education Leave. This requirement may be waived in unusual circumstances.
- (b) No employee may be granted Education Leave unless his/her performance has been satisfactory.

## LEVELS OF ASSISTANCE FOR EDUCATION LEAVE

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

- (a) Education Leave Without Allowance in Lieu of Salary

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

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

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

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

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

An allowance equivalent to 100% (one hundred percent) of present salary may be paid at the discretion of the employer to employees on Education Leave, when:

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

#### ADMINISTRATION PROCEDURES

- 24.05 (a) Applications for Education Leave Will be accepted by the Employer between January 1st and February 15th of each calendar year. The Employer will also receive applications between September 15th and September 30th, for employees who wish to begin Education Leave during the winter session of the university year.
- (b) Each application will include details of courses sought and the full intended length of Education Leave. The application must be endorsed by the Senior Administrative Officer and forwarded to the Employer to be screened and processed.
- (c) The Senior Administrative Officer must guarantee a position, at a level not lower than the one presently held, to which the employee will be assigned upon return from Education Leave.
- (d) Education Leave will be granted on a one year basis. A program of studies that requires a longer term will be resubmitted annually between January 1st and February 15th. This provision will provide the opportunity for counselling, and to assess whether satisfactory progress is being made in the studies undertaken. It Will also provide the Senior Administrative Officer with the opportunity to re-evaluate departmental needs in line with reorganization or other considerations.
- (e) Successful applicants will be required to sign and abide by the terms and conditions of the Leave of Absence Agreement with the Employer.
- (f) Proof of acceptance at a recognized university or community college must be submitted, along with a course outline, before proceeding on Education Leave.
- (g) Documentation and, at the discretion of the employer, removal arrangements will be coordinated by the Employer.
- (h) Employees recommended for a consecutive year of Education Leave will normally return to regular work assignments between academic years. Travel costs and housing accommodation for temporary work assignments may be provided by the Employer at its discretion and allowed at single status only.
- (i) Employees on Education Leave cease to earn leave credits, except for any period of temporary employment.

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

## **Article 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 Manager and with the approval of the Employer. Such leave shall be based on an appraisal of the present and future job requirements and the qualifications of the Employee applying for the leave and shall be granted only to meet the identified needs of the Employer.
- 25.02 (a) Full or partial financial assistance in respect of salary, tuition, travelling and other expenses may be granted during such leave;
- (i) where the Employee has become technically obsolete and requires retraining to satisfactorily carry out the work assigned to him; or
- where the courses are required to keep the Employee abreast of new knowledge and techniques in his field of work; or
- (iii) where qualified persons cannot be recruited to carry out essential work and it is necessary to train present Employees.
- (b) When an Employee provides the Employer with evidence that he has successfully completed a course the Employer may reimburse the Employee for tuition fees paid by him with respect to the course if the course is of value to the Employee's work and does not require him to be absent from duty.
- (c) 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.
- 25.03 Where a request for leave under Article 25.01 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.
- 25.04 An employee who attends a recognized educational institution in order to remain certified in a professional occupation, when such certification is required by law and used in the normal course of employment, or work-related workshop or meeting, shall be granted leave with pay. The Employer will reimburse the employee any registration or tuition fees incurred by the employee and all travel expenses in accordance with Article 33 of the Agreement.

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. If an employee fails to attend any training course, workshop or work-related meeting for reasons other than documented illness or other reasonable cause then the Employer may recover the full costs, including wages, expended by the Employer. A repayment schedule **will** be mutually agreed upon prior to repayment.

## **Article 26** **HOURS OF WORK**

26.01 Except as modified below, the normal work week shall consist of five (5) consecutive work days from Monday to Friday of seven (7) consecutive hours between the hours of 9:00 AM and 5:00 PM exclusive of a one (1) hour meal period.

(a) Water Delivery Staff

The hours of work for water delivery staff shall consist of five (5) consecutive work days from Monday to Saturday of seven (7) consecutive hours between the hours of 9:00 **AM** and 9:00 PM exclusive of a one (1) hour meal period. Hours of work may modified due to a breakdown of a water **truck** for a reasonable period to repair the vehicle.

(b) Recreation Staff

The hours of work for recreation staff shall consist of five (5) consecutive work days from either Monday to Friday or Wednesday to Sunday of seven (7) consecutive hours between the hours of 9:00 **AM** and 11:00 PM exclusive of a one (1) hour meal period.

(c) Water Treatment

The hours of work for part-time or casual water treatment staff shall consist of seven (7) consecutive hours on Saturday between the hours of 9:00 AM and 5:00 PM exclusive of a one (1) hour meal period.

26.02 (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.

## **Article 27**

### **OVERTIME**

- 27.01 In this Article:
- (a) "Overtime" means work performed by an Employee in excess of seven (7) hours per day or thirty-five (35) hours per week.
  - (b) "Straight time rate" means the normal hourly rate of pay.
  - (c) "Time and one-half" means one and one-half (1-1/2) times the straight-time rate.
  - (d) "Double time" means twice the straight time rate.
- 27.02 **An** Employee who is required to work overtime shall be paid overtime compensation for all overtime worked subject to a minimum payment of one (1) hour at the overtime rate.
- 27.03 (a) Subject to the operational requirements of the service 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.
- (b) Employees may refuse to work overtime.
- 27.04 (a) An Employee who is requested to work overtime shall be entitled *to* a minimum of one hour's pay at the appropriate rate described below in (b).
- (b) Overtime work shall be compensated at time and one-half (1½ X) for all hours or, at the employee's request, equivalent leave with pay at the appropriate overtime rate.
- 27.05 **When** overtime compensation is paid, the pay statement shall indicate the pay period, rate of overtime, and the number of overtime hours.
- 27.06 If an employee is required to work overtime, is called out, or is required to report to work as reporting pay, and they remain past 11:00 p.m., they shall not be required to report to work until 9:00 a.m. the following morning. For this time employees will be granted lieu time with no notice required.
- 27.07 Where an Employee is required to work **two** (2) or more hours of overtime immediately following his regularly scheduled hours of duty, and, because of the operational requirements of the service, the Employee is not permitted to leave his



place of work, the Employer will either provide the Employee with a meal or meal allowance equal to the amount of the Dinner in accordance with the Duty Travel Article, Meals and Incidental Expenses (Article 52.05).

## **Article 28** **PAY**

- 28.01 Employees are entitled to be paid for services rendered for the classification and position to which they are appointed at the pay rates specified in the Appendices attached.
- 28.02 (a) Employees shall be paid no later than 12 o'clock noon every second Friday.
- (b) In the event there is delay in paying Employees, emergency cheques will be issued to the extent of wages earned during that pay period.
- (c) 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.

When overtime compensation is paid, the pay statement shall indicate the pay periods, rate of overtime, and the number of overtime hours.

### **PERFORMANCE INCREMENTS**

- 28.04 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 classification. Such pay increases are dependent on satisfactory performance of the duties of the position by the employee. For the purposes of such pay increases the performance of the employee shall be reviewed annually. Pay increments that are awarded shall be granted effective as of the employee's anniversary date each year.

### **ACTING PAY**

- 28.05 (a) When an employee is required by the Employer to perform the duties of a higher classification level on an acting basis for at least one working day, he shall be paid acting pay calculated from the date on which he commenced to act as if he had been appointed to that higher classification level for the period in which he acts.
- (b) When a day designated as a paid holiday occurs on a day when the Employee would otherwise be performing duties on an acting basis, the holiday shall be considered as a day worked for purposes of acting pay.

## SALARY INCREASES

- 28.06 (a) The Employer agrees to pay the negotiated salary and other compensation increases to every employee not later than thirty (30) calendar days following the date that this Agreement is ratified and on the first pay day after any subsequent salary and other compensation increases become effective.
- (b) The Employer agrees to pay all retroactive remuneration for salary and other compensation increases not later than the month following the month in which this Agreement is ratified.
- (c) Retroactive pay shall be issued on a separate cheque. In the event that retroactive pay is not issued in the time allotted in subclause (b) above, interest at prime rates will also be paid.

28.07 When an employee is appointed to a new position he shall be paid:

- (a) If the appointment constitutes a promotion, an increase in salary within the pay range of the position to which he is appointed;
- (b) If the appointment constitutes a transfer, he shall receive a rate of pay within the range of the position to which he is transferred, which is nearest to, but not less than his former rate of pay;
- (c) If the appointment constitutes a demotion, he shall receive a rate of pay within the range of the position to which he is demoted, which is nearest to his former rate of pay;
- (d) If the appointment is an initial appointment to a position with the Employer, the new employee shall be paid a rate of pay within the range of the position, which is commensurate with the employee's qualifications and experience in the position as determined by the Employer.

## PAY RECOVERY

- 28.08 (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~~ years have passed since the undetected overpayment was made, there shall be no recovery of the overpayment.

**Article 29**  
**REPORTING PAY**

- 29.01 (a) If an Employee reports to work on his regularly scheduled work day or shift and there is insufficient or no work available he is entitled to two (2) hours pay at the straight time rate.
- (b) If an Employee is directed to report for work on a day of rest or on a designated paid holiday and there is insufficient or no work available, he shall be entitled to four (4) hours pay at the straight time 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.
- (b) Compensation for call-back shall be made either in cash or lieu time, as is desired by the employee.
- 30.02 (a) Except in the case of an emergency Employees shall not be required to return to work on a call-back. When Employees do return to work on a call-back, payment under this Article shall be made whether or not work is actually available and performed.
- (b) Subject to (a) above no Employee shall be disciplined for being unable to return to work on a call-back.

**Article 31**  
**SHIFT WORK**

- 31.01 An employee who is scheduled to work outside of the normal hours of work for his position, shall be paid a shift premium of one dollar and fifty cents (\$1.50) per hour for all hours worked between the hours of 5:00 PM and 9:00 AM.
- 31.02 (a) When an employee's work schedule is revised without five (5) calendar days notice the employee shall be paid the appropriate overtime rate for the first shift of the newly scheduled hours of work.
- (b) The Employer agrees that it shall not schedule split shifts.

## **Article 32** **STANDBY**

32.01 There shall be no standby.

## **Article 33** **PAY FOR TRAVEL ON BEHALF OF EMPLOYER**

- 33.01 (a) Where an Employee is required to travel on behalf of the Employer, he shall be paid:
- (i) when travel occurs on a regular work day, as though he were at work for all hours travelled;
  - (ii) when the travel occurs on a day of rest or designated paid holiday, at the applicable overtime rate for all hours travelled, with a minimum of four (4) hours pay at the straight time rate.
- (b) For the purpose of this Article, hours travelled includes a one (1) hour check-in period at airports (two (2) hours for flights originating outside Nunavut, the Yukon and the N.W.T.), bus depots, or train stations, as well as a one (1) hour check-out period at each overnight stopover and at the final destination. Hours travelled also include time spent waiting for connecting flights, trains or buses, but are exclusive of overnight stopovers.
- (c) 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.
- (d) Where an Employee required to travel is absent from home on a designated paid holiday or day of rest and does not work, he shall receive cash payment at one and one-half (1½) times his rate of pay or be granted lieu time to a maximum of seven (7) hours per day.

## **Article 34** **VACANCIES, JOB POSTING, PROMOTIONS, AND TRANSFERS**

- 34.01 Every vacancy for positions expected to be of more than six (6) months' duration and every newly-created position shall be posted on the Union notice Board. The job posting shall state the job classification, rate of pay, shift, and required qualifications of the job. An Employee who wishes to apply for a position so posted shall do so on or before the closing date as advertised on the posting.
- 34.02 Seniority shall be the governing factor in determining promotions, demotions, transfers, order of lay-off and order of recall, and filling of jobs after posting, providing that the most senior Employee possesses the required qualifications and ability to perform the normal requirements of the job.

- (a) Ability to do the job means ability to perform the normal requirements of the job following an appropriate familiarization period or following an appropriate training and trial period of three (3) months duration.
- (b) Within the three (3) month familiarization period as specified in (a) above, the Employee may notify the Employer of his desire to revert to his former position. The Employer shall facilitate this request within a reasonable period of time.

This article shall apply regardless of the duration of the position.

- 34.03 No Employee shall be transferred to a position outside the Bargaining Unit without his consent. If an Employee is transferred to a position outside the Bargaining Unit, he shall retain his seniority accumulated up to the date of leaving the unit, but will not accumulate further seniority. Such Employee shall have the right to return to a position in the Bargaining Unit within **two** (2) years consistent with his seniority accumulated up to the date of transfer outside the **unit**.
- 34.04 No Employee shall be moved to another position within the Bargaining Unit without his consent, unless the position which the employee assumes is of duration of three (3) weeks or less.
- 34.05 New Employees shall not be hired when there are Employees on lay-off who are qualified and willing to perform the job.

## **Article 35**

### **PROMOTIONAL OPPORTUNITIES**

- 35.01 A probationary employee shall be eligible to participate in job competitions in the same manner as non-probationary employees.

## **Article 36**

### **CREDIT FOR PREVIOUS EXPERIENCE**

- 36.01 Wage rates for new and rehired Employees shall be established as follows, if applicable:
  - (a) Employee's who have previously been employed with the Employer shall receive one hundred percent (100%) credit for previous experience providing that not more than **two** (2) years has passed.
  - (b) For an Employee who has gained related experience elsewhere, their related experience shall be taken into consideration by the Employer when determining their starting increment level.

**Article 37**  
**STATEMENT OF DUTIES**

- 37.01 When an Employee is first hired or when an Employee is reassigned to another position in the Bargaining Unit, the Employer shall, before the Employee is assigned to that position, provide the Employee with a current and accurate written statement of duties of the position to which he or she is assigned.
- 37.02 Upon written request, an Employee shall be given a current and accurate statement of duties and responsibilities of his or her position.

**Article 38**  
**CLASSIFICATION**

- 38.01 During the term of this Agreement, if a new or revised classification standard is implemented by the Employer, the Employer shall before applying the new or revised classification standard, negotiate with the Union the rates of pay and the rules affecting the pay of Employees for the classification affected. If the parties fail to reach agreement within sixty (60) days from the date on which the Employer submits the new or revised standard to the Union, the Employer may withdraw the proposed classification and may re-submit their proposal or 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.
- 38.02 Where an employee believes that he has been improperly classified with respect to his position or category, group and level, he shall discuss his classification with his immediate supervisor and, on request, be provided with a copy of his statement of duties before he files a grievance.

**Article 39**  
**EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES**

- 39.01 (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 in Article 44 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 request any training, in-service training, re-training, or any facets of career development which may be available.

- 39.02 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 five (5) working days thereafter.
- 39.03 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 two (2) years has elapsed since the disciplinary action was taken.
- 39.04 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.
- 39.05 (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) The Employer agrees that there ~~will~~ be only one file kept for each employee.
- (c) The Employer agrees that communications between an Employee and his representative are privileged and confidential. The Employer shall not ask questions of the representatives which answers to those questions may be damaging to the employee(s), nor shall any evidence produced by the representative be used against the employee(s). In accordance with the foregoing, a representative shall not be forced to testify against an employee.

## **Article 40**

### **TERM POSITIONS**

- 40.01 No term position shall have a stated term of more than three (3) years, except for term journeyman position, which may last for such period as is necessary for the apprentice working with the journeyman to finish his course.
- 40.02 No term position shall be extended from its originally stated term without the consent of the Union.
- 40.03 Subject to Article 40.01, should the Employer wish a term position to extend beyond its term, that position must become a regular position which must be offered to the incumbent of the term position, and his or her seniority date shall be the initial date of hire into the term position.
- 40.04 An Employee in a term position is not entitled to severance pay at the end of the term.

## CASUAL EMPLOYEES

- 40.05 Where the Employer anticipates the period of temporary employment to be in excess of four (4) months, the Employee shall be appointed on a term basis and shall be entitled to all provisions of the Collective Agreement from the first day of his employment.
- 40.06 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.
- 40.07 Designated Paid Holidays shall apply to a casual Employee after fifteen (15) calendar days of continuous employment.
- 40.08 A casual Employee shall upon commencement of employment be notified of the anticipated termination of his employment.

## **Article 41**

### **CONTRACTING OUT AND WORK OF THE BARGAINING UNIT**

- 41.01 Contracting out of Bargaining Unit work shall not occur if it would result in the lay off, continuance of a lay off, reduction in the hours of work of Bargaining Unit members, or elimination of Bargaining Unit positions.
- 41.02 No person from outside of the Bargaining Unit shall perform work normally performed by members of the Bargaining Unit.

## **Article 42**

### **LAY-OFF AND JOB SECURITY**

- 42.01 There shall be no lay-off of any employee during the life of this Collective Agreement except lay-off resulting from lack of work.
- 42.02 The Employer and the Union recognize the principle of seniority in determining lay-off. It is agreed that where employees face lay-off, length of service will be the deciding factor.
- 42.03 In the event of lay-off, employees shall be laid off in reverse order of their Bargaining Unit-wide seniority within their job classification.
- 42.04 The Employer shall give employees who are to be laid-off one (1) month prior notice in writing of the effective date of lay-off, or award pay in lieu thereof, unless a greater period is required by legislation, in which case such greater period of notice, or pay in lieu thereof, shall be given.
- 42.05 Employees shall be recalled in the order of their seniority, where jobs become available, provided they have the ability to perform such jobs following a trial or training period. The Employer shall give notice of recall by registered mail to the last recorded address of the employee. The employee shall keep the Employer advised at



all times of his current address. The employee shall return to work within ten (10) working days from the time that he receives notice of recall unless, on reasonable grounds, he is unable to do so. A casual employee who has been given notice of recall may refuse to exercise such right without prejudicing his right to recall in the future.

- 42.06 No new employees shall be hired until those laid off have been given the opportunity of recall. Laid off employees who wish to be notified of job vacancies, other than those to which they have recall rights, may signify their desire in writing prior to lay off and shall be entitled to apply for such jobs.

### **Article 43** **SEVERANCE PAY**

#### **LAY-OFF**

- 43.01 (a) An employee who has five years or more of continuous employment and who is permanently laid off is entitled to be paid Severance Pay at the time of lay-off in the amount of ~~two~~ **(2)** weeks of pay for each year of continuous employment for the first three years and one (1) week of pay for each year of continuous employment after three years. The maximum entitlement shall be twelve **(12)** weeks of pay.
- (b) Payment shall be prorated in respect of any period of continuous employment which is less than a complete year.
- (c) For part-time employees their weekly pay for severance purposes shall be calculated by taking their total earnings for the last full calendar year of continuous employment divided by 52.176.

### **Article 44** **GRIEVANCES AND ARBITRATION**

- 44.01 The Employer and the Union recognize that grievances may arise in each of the following circumstances:
- (a) by the interpretation, application, administration or alleged violation of:
- (i) a provision of an Act or regulation, or a direction or other instrument made or issued by the Employer dealing with terms or conditions of employment; or
- (ii) a provision of this Collective Agreement or Arbitral Award; and
- (b) disciplinary action resulting in demotion, suspension, or a financial penalty;
- (c) dismissal; and

- (d) letters or notations of discipline placed on an employee's personnel file.
- 44.02 The procedure for the final resolution of grievances is arbitration.
- 44.03 If he so desires, an Employee may be assisted and represented by the Union when presenting a grievance at any level.
- 44.04 An Employee who wishes to present a grievance at any prescribed level in the grievance procedure, shall transmit this grievance to his immediate supervisor who shall forthwith:
- (a) forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate level; and
  - (b) provide the Employee with a receipt stating the date on which the grievance was received by him.
- 44.05 A grievance of an Employee shall not be deemed to be invalid by a reason only of the fact it is not in accordance with the form supplied by the Employer.
- 44.06 Except as otherwise provided in this Agreement a grievance shall be processed by recourse to the following steps:
- (a) First Level (Senior Administrative Officer);
  - (b) Final Level (Arbitration).
- 44.07 The Employer shall inform each Employee of the name and address of the Manager and Board Representative to whom a grievance is to be presented by posting notices in places where such notices are most likely to come to the attention of the Employees to whom the grievance procedure applies or otherwise as determined between the Employer and the Union.
- 44.08 The Union shall have the right to consult with the Employer with respect to a grievance at each or any level of the grievance procedure.
- 44.09 An Employee may present a grievance to the First Level of the procedure in the manner prescribed in Article 44.04 not later than twenty-one (21) working days after the date on which he is notified orally or in writing or on which he first becomes aware of the action or circumstances giving rise to the grievance.
- 44.10 The Employer shall reply in writing to an Employee's grievance within fourteen (14) calendar days at the First Level.

- 44.11 An Employee or the Union may refer a grievance to the Final Level in the grievance procedure:
- (a) Where the decision or settlement at the First Level is not satisfactory to the grievor, within fourteen (14) calendar days after that decision or settlement has been conveyed in writing to him by the Employer, or;
  - (b) Where the Employer has not conveyed a decision to the grievor within the time prescribed in Article 44.10 within fourteen (14) calendar days after the day the reply was due.
- 44.12 Where an Employee has been represented by the Union in the presentation of his grievance, the Employer will provide the appropriate representative of the Union with a copy of the Employer's decision at each level of the grievance procedure at the same time that the Employer's decision is conveyed to the Employee.
- 44.13 When an employee is dismissed the Employer shall, within five (5) days, give notice in writing together with the reasons thereof. When the Employer dismisses an Employee the grievance procedures shall apply except that the grievance may be presented at the Final Level.
- 44.14 The Union shall have the right to initiate and present a grievance on any matter to any level of management specified in the grievance procedure. The Employer shall have the right to initiate a grievance, and present it to the Union Representative. This shall be deemed to have fulfilled the First level requirements. Onus placed upon the Employer throughout this section shall be placed upon the Union in this instance and the same time limits shall apply.
- 44.15 An Employee or the Union may, by written notice to the Manager, withdraw a grievance provided that, where the grievance is one arising out of the application or interpretation of this Agreement his withdrawal has the approval, in writing, of the Union.
- 44.16 The time limits set out in this procedure are mandatory. If a grievor does not present or advance his grievance within these time limits then the grievance will be deemed to have been abandoned. However, the time limits in this procedure may be extended by mutual agreement between the Employer and the Employee, and where appropriate, the Union Representative.
- 44.17 No proceedings under this Article are invalid by reason of any defect of form or any technical irregularity.

#### ARBITRATION

- 44.18 Should the grievance not be resolved following First Level either party may, by written notice to the other party, refer the matter to arbitration.

- 44.19 (a) The parties agree that arbitration referred to in Article 44.18 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.
- 44.20 (a) The arbitrator has all of the powers granted to arbitrators under the *Canada Labour Code*, Part I, in addition to any powers which are contained in this Agreement.
- (b) 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.
- (c) The award of the arbitrator shall be signed by him and copies thereof shall be transmitted to the parties to the dispute within three (3) months of the hearing.
- 44.21 The Arbitrator shall not have the authority to alter or amend any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or to render any decision contrary to the terms and provision of this Agreement, or to increase or decrease wages.
- 44.22 The Employer and the Union shall each pay one-half ( $\frac{1}{2}$ ) of the remuneration and expenses of the arbitrator and each party shall bear its own expenses of every such arbitration.
- 44.23 Where a party has failed to comply with any of the terms of the decision of the Arbitrator, either party or employee affected by the decision may, after the expiration of fourteen (14) calendar days from the date of the release of the decision or the date provided in the decision for compliance, whichever is later, file in the office of the Clerk of the Federal Court of Canada, a copy of the decision, exclusive of the reason therefore in the prescribed form, whereupon the decision may be entered in the same way as the judgement or an order of that court and may be enforceable as such.
- 44.24 In addition to the powers granted to arbitrators under the *Canada Labour Code*, Part I, the Arbitrator may determine that the Employee has been dismissed for other than proper cause and he may:
- (a) direct the Employer to reinstate the Employee and pay to the Employee a sum equal to his wages lost by reason of his dismissal, or such less sum as in the opinion of the arbitrator is fair and reasonable; or

- (b) make such order as he considers fair and reasonable having regard to the terms of this Agreement.

## **Article 45**

### **LABOUR/MANAGEMENT COMMITTEE**

- 45.01 A Labour/Management Committee will be formed to consult on matters of Safety and Health and other matters of mutual interest.
- 45.02 The Labour/Management Committee shall be comprised of equal representation of the Union and the Employer, with each party choosing their respective representatives.
- 45.03 The Committee will meet at any time at the request of either party, but in any event will meet at least once every six (6) months.
- 45.04 Time spent in Committee meetings is deemed to be time worked.

## **Article 46**

### **SAFETY AND HEALTH**

- 46.01 In matters of Safety and Health, the Labour Management Committee will follow the following provisions:

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

- (a) **An Employee shall have the right to refuse to work in dangerous situations.**
  - (i) An Employee may refuse to do any particular act or series of acts at work which he has reasonable grounds to believe are dangerous to his health or safety or the health or safety of any other person at the place of employment until sufficient steps have been taken to satisfy him otherwise, or until the NWT Safety Officer or his designated representative has investigated the matter and advised him otherwise.
  - (ii) No loss of wages or discriminatory action shall be taken against any worker by reason of the fact that he exercised the right conferred upon him in subsection (a). No other Employee shall be assigned to use or operate any machine, device, material or thing or perform any part of the **work** which is being investigated pending resolution of the situation.

#### **FIRST AID/FIRST AID TRAINING**

##### **First aid**

- (b) (i) The Employer should ensure that Employees can obtain the assistance of a first aid attendant easily and rapidly in all workplaces.

- (ii) The Employer should provide first aid kits in all establishments, including third party premises, keep the said kits in good condition and make them accessible and available to Employees at all times.
- (iii) A list of all first aid attendants and the locations in which they may be found shall be posted in all work locations as determined by the Committee.

#### First aid training

- (c) The Employer will encourage Employees to take first aid courses and will assume the costs of such courses and also the costs of refresher courses required to maintain the validity of a certificate, provided such courses are pre-approved by the Employer. Employees taking first aid training shall be granted leave with pay for the duration of the courses.

#### Transportation of injured workers

- (d) The Employer shall provide, at no expense to the Employee, appropriate transportation to the nearest physician or medical facility and from there to his home or place of work depending on the decision of the attending physician, when such services are immediately required for an Employee as a result of injury or serious ailment occurring in the workplace. If the Employee receives compensation from any source for expenses incurred on the Employee's behalf by the Employer in such a situation, the Employer may recover that amount from the Employee.

#### Occupational health examinations

- (e)
  - (i) Where the Employer requires an Employee to undergo an occupational health examination by a qualified practitioner, chosen by the Employee, the examination will be conducted at no expense to the Employee.
  - (ii) An Employee shall be granted leave with pay to attend the examination and the Employer shall assume the cost of any travel expenses.
  - (iii) 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.
- (f) The work environment will be monitored and where a problem is perceived by the Committee it shall be investigated and remedied as appropriate.

Protective clothing and equipment

- (g) The Employer shall provide and pay for all protective devices, clothing and other equipment necessary to properly protect Employees from injury and unhealthy conditions. The Employer shall make provisions for the proper cleaning maintenance of all safety equipment, devices and clothing at no cost to the employees.

THE RIGHT TO KNOW - HAZARD IDENTIFICATION

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

Information and investigations concerning health hazards and work injuries

- (b) (i) The Committee shall conduct such investigations as may be necessary to determine the circumstances surrounding work injuries and health hazards arising. Such investigations shall be conducted in the presence of Committee members.

Reports of these investigations shall be submitted to the Committee as well as to the Union Representative and the Employer, who may request further information from the person(s) who conducted the investigation.

- (ii) If the Employer receives a copy of the report of injury it shall be passed on to the Union.

Provision of legislation or employer's policies

- (c) The Employer shall make available to Employees an updated copy of the Employer's Policies and Standards and applicable health and safety Legislation and Regulations, including the *Safety Act* and Regulations.

**Article 47**  
**TECHNOLOGICAL CHANGE**

- 47.01 (a) Both parties recognize the overall advantages of technological change. Both parties will therefore encourage and promote technological change and improvements.
- (b) With this in view and recognizing the extensive lead time required for the selection, provision and installation of sophisticated equipment, the Employer agrees to provide at least six (6) months notice to the Union of any major technological change in equipment, which would result in changes in the employment status or in this Agreement.

- (c) Where the Employer has notified the Union that it intends to introduce technological change, the parties undertake to meet within the next fifteen (15) days and to hold constructive and meaningful consultations in an effort to reach agreement on solutions and administrative procedures to deal with problems arising from the change.
- (d) The Employer shall make every reasonable effort to continue employment of Employees who would otherwise become redundant because of technological change.
- (e) In cases where Employees may require retraining, the Employer will make every reasonable effort to offer training courses.

## **Article 48**

### **CIVIL LIABILITY**

48.01 If an action or proceeding is brought against any Employee or former Employee covered by this Agreement for an alleged tort committed by him in the performance of his duties, then:

- (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 Manager 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. The Employee shall not enter into any settlement agreement without the express written authority of the Employer and if he does enter into any such settlement agreement without proper authorization he agrees to waive any rights provided to him under this Article.
- (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 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 49**

### **SUSPENSION AND DISCIPLINE**

- 49.01 Except in exceptional circumstances, when an employee is to be disciplined the Employer shall notify the employee at a meeting, and the employee shall have the right to have a representative of the Union in attendance. The Employer must advise the employee, in writing, of his right to be accompanied by his representative at least one (1) day in advance of such meeting. The reasons for the discipline shall be provided to the employee in sufficient detail that the employee may defend himself against it.
- 49.02 The Employer shall notify the appropriate Union representative when discipline occurs.

## **Article 50**

### **SEXUAL HARASSMENT**

- 50.01 "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 employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.
- 50.02 Every employee is entitled to employment free of sexual harassment.
- 50.03 The Employer will make every reasonable effort to ensure that no employee is subjected to sexual harassment.

## **Article 51**

### **WORKPLACE VIOLENCE**

- 51.01 "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 behaviours of a physical or emotional nature.
- 51.02 Every employee is entitled to employment free of workplace violence.

- 51.03 The Employer will make every reasonable effort to ensure that no employee is subjected to workplace violence.

## **Article 52**

### **DUTY TRAVEL**

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

#### **ENTITLEMENT**

- 52.02 The entitlements set out hereunder are subject to limitations in Clauses 52.05 and 52.07. Where the expenses for meals, lodging and other items cannot be kept within the entitlements laid down in this Article, the claimant must explain the circumstances on his claim and justify actual expenses by receipts.

#### **TRANSPORTATION**

- 52.03 The cost of transportation is authorized as follows:
- (a) economy air (employees may be entitled to travel first class if proof is provided that economy air was not available on a required flight);
  - (b) privately owned vehicle at the 54.5 cents per mile
  - (c) chartered aircraft;
  - (d) first class rail with sleeping car, duplex roomette, or parlour car chair except that coach class should normally be used for short trips;
  - (e) rented or hired cars - where this is the most reasonable or economical means of travel. Employees renting vehicles are to ensure that the rental charge includes an item for cost of insurance coverage for damage to the vehicle and that there is insurance against all liability.

#### **ACCOMMODATION**

- 52.04 (a) Commercial accommodation (not exceeding fifteen (15) calendar days) - Employees may be reimbursed for actual costs of authorized accommodation. Where possible Employees shall use hotels which provide special rates for Government Employees. When making a reservation with a listed hotel, it should be clearly indicated that the accommodation is for a Government of the Northwest Territories Employee in travel status and is to be at the Government agreed rate. Commercial accommodation expenses must be accompanied by receipts.

- (b) Accommodation for Periods in Excess of fifteen (15) Calendar Days - Normally the Employee will be expected to make appropriate arrangements for suitable rental accommodation at weekly or monthly rates. This should be arranged prior to the start of the period in travel status or shortly after arrival.
- (c) Non-Commercial Accommodation - where Employees make private arrangements for overnight accommodation, they may claim fifty dollars (\$50.00) for each night.

MEALS AND INCIDENTAL EXPENSES

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

A per diem rate of one hundred and four dollars and seventy-five cents (\$104.75) will be paid. In the event an Employee is in travel status for a part day only, the following amounts may be claimed

(i)	Breakfast	\$ 16.65
(ii)	Lunch	\$ 17.75
(iii)	Dinner	\$ 53.05
(iv)	Incidentals	\$ 17.30

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

These rates will be adjusted as the Federal Rates are changed (April 1st and October 1st).

NOTE: Where the actual cost of meals and services exceeds the maximum allowance, and where the reason for this excess can be justified, and the expenses supported by receipts (cost of meals is not to be included on hotel bill), the Employee will be reimbursed for the actual expense incurred. Where receipts cannot be provided, reimbursement will be made for the meal allowances outlined above.

OTHER EXPENSES

- 52.06 Employees may be reimbursed for:

- (a) long distance telephone calls of an official nature providing that an explanation is provided. Where an Employee is required to remain absent from his home over a weekend, and has been on continuous travel status for two (2) or more days preceding the weekend, he shall be reimbursed for a personal long distance call not to exceed five (5) minutes (to be supported by receipts where available);

- (b) baggage - for storage and excess baggage charges where this is in the performance of duty and a satisfactory explanation is provided;
- (c) taxis - the use of taxis must be explained except where the purpose is self-evident. Taxis should not be authorized for repeated trips between the same place where convenient public transportation is available;
- (d) laundry - after two (2) consecutive days on duty travel, a maximum of two dollars (\$2.00) per day for each subsequent day supported by receipts in all cases;
- (e) local phone calls for business purposes;
- (f) payment of casual wages for service personnel where a satisfactory explanation is provided, not to exceed fifty dollars (\$50.00) supported by receipts in all cases.

Child Care Expenses

- (g) Employees may be reimbursed a maximum of fifty dollars (\$50.00) per day per child, upon provision of receipts, if the Employee, due to the requirement to travel on behalf of the Employer, incurs child care expenses which exceed those which would have been normally incurred.

LIMITATIONS

52.07 Employees required to travel on behalf of the Employer shall receive an advance of funds prior to their trip in the approximate amount as will be required for the duration of the travel and stay. Amounts spent must be verified by receipts as specified in this section.

ADJUSTMENTS TO EXPENSE RATES

52.08 Where applicable, expense rates will be adjusted as the Territorial rate is changed.

**Article 53**  
**PENSION AND GROUP BENEFITS PLANS**

53.01 The Northern Employee Benefits Services (NEBS) Pension Plan is a term and condition of employment for all eligible employees.

53.02 The Northern Employee Benefits Services (NEBS) Group Benefit Plan (i.e. Basic Group Life Insurance (3 x annual salary); Accidental Death, Disease & Dismemberment (3 x annual salary); Dependents Insurance; and Long Term Disability 60% non-taxable) and Short Term Disability (Weekly Indemnity 60% non-taxable) plan are terms and conditions of employment for all eligible employees.

- 53.03 The Northern Employee Benefits Services (NEBS) Extended Health Care and Dental Insurance plans are optional plans available to each individual eligible employee.
- 53.04 The Employer shall advise the pension plan and insurance plans administrator of any adjustments to earnings subject to these plans, terminations of employees covered by these plans, new eligible employees under these plans, and other required data as determined by these plans without delay.
- 53.05 The Employer shall remit all required contributions and premiums for the plans under this Article within a reasonable period, and shall forward all claims under these plans in a timely manner.
- 53.06 The Employer shall distribute to all employees eligible for coverage under the plans in this Article all literature, statements and materials produced by NEBS and the insurers, which are intended for distribution to the employees. New eligible employees shall be provided with plan booklets upon hire and shall be enrolled in a timely manner.
- 53.07 **Ali** issues concerning the pension and insurance plans, including issues of contributions and premiums (cost shared), and eligibility for benefits shall be determined by the pension and benefit plans providers.

## **Article 54**

### **EMPLOYEE ASSISTANCE PROGRAM**

- 54.01 The Employer and the Union will work cooperatively when performance issues arise resulting from suspected alcohol or drug addiction taking into consideration the following provisions:
- (a) that alcohol and drug addiction are medical disorders;
  - (b) that an employee should be encouraged to remedy a disorder due to an addiction;
  - (c) that benefits normally extended to employees during the time of illness shall be extended to an employee suffering from an addiction at such time that he or she seeks to correct this disorder;
  - (d) that the decision to undertake treatment is the responsibility of the employee;
  - (e) that the decision to seek treatment will not affect job security; and
  - (f) that matters pertaining to an individual seeking advice or treatment **will** be strictly confidential.

**Article 55**  
**UNIFORM CLOTHING ISSUE**

- 55.01 Where an employee's work is of a nature where health and cleanliness must be maintained or where special identification will aid in the effective performance of duties and in meeting particular program objectives, the Employer will provide uniform clothing free of charge to employees.
- 55.02 Uniform Clothing Issue is defined as items of wearing apparel, maintained at an acceptable standard at the employee's expense, generally consisting of:
- (a) outer clothing for work on duty indoors or outdoors;
  - (b) safety footwear;
  - (c) gloves.

**TERMS AND CONDITIONS OF UNIFORM CLOTHING ISSUE**

- 55.03 (a) Uniform Clothing Issues are to be worn only when employees are on duty.
- (b) The responsibility of maintaining Uniform Clothing Issues clean and in good repair rests with employees.
- (c) Loss of, or damage through negligence, to Uniform Clothing Issues will result in an assessed charge to the employee.
- (d) In the event a uniform employee terminates or transfers to a non-uniform position, the employee shall be given an option to purchase the selected uniform clothing items at a reasonable price based on the age and condition of the selected items.

**Article 56**  
**TRADES -WORK CLOTHING AND PROTECTIVE EQUIPMENT**

- 56.01 (a) Where the following articles are required by the Employer or the Workers' Safety and Compensation Commission, the Employer shall supply employees with the articles of equipment as required;
- (i) Hard hats
  - (ii) Aprons
  - (iii) Welding goggles
  - (iv) Dust protection
  - (v) Eye protection, except prescription lenses
  - (vi) Ear protection

- (b) When the following articles are required by the Employer or the Workers' Safety and Compensation Commission, the Employer shall replace these articles as required when they are presented worn or damaged beyond repair by an employee, at no cost to the employee:

- (i) Hard hats
- (ii) Aprons
- (iii) Welding goggles
- (iv) Dust protection
- (v) Eye protection, excluding safety prescription glasses
- (vi) Ear protection

#### ADVERSE WEATHER CONDITIONS

- 56.02 Except in emergency conditions, the Employer shall not require an employee to work outside under extreme weather conditions. The Labour Management Committee will be consulted by the Employer in defining extreme weather conditions, as required.

### **Article 57** **TOOLS**

- 57.01 Any tools required in the performance of the employee's duties shall be supplied by the Employer, who shall retain ownership of the *tools*.

### **Article 58** **APPRENTICES AND TRAINEES**

- 58.01 The following are agreed upon terms and conditions of employment for Employees engaged as apprentices.
- (a) The *Apprenticeship, Trade and Occupations Certification Act* and pursuant regulations shall apply to all apprentices. A copy of the applicable regulations shall be supplied to the apprentice upon appointment.
  - (b) The recognized Apprenticeship Training Programs shall be those listed in the "Apprentice Training Schedule" pursuant to the Apprentices and Tradesmen Act.
  - (c) Pay increases shall not be automatic but will be based upon levels of certification issued by the Apprentices Branch and shall be effective from the date of certification.

- (d) Apprentice rates will be based on a percentage of the appropriate Journeyman rate as follows:

four year training programs

year 1	55%
year 2	65%
year 3	75%
year 4	85%

three year training programs

year 1	60%
year 2	70%
year 3	80%

two year training programs

year 1	65%
year 2	80%

one year training programs

year 1	70%
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- (e) The Employer will pay the following expenses of the apprentice while attending trade courses:
- (i) A top up to one hundred percent (100%) of wages in accordance with a procedure agreed upon between the Union and the Employer.
  - (ii) a top up to one-hundred percent (100%) of accommodations, after applying funding available to the Apprentice from all other sources for the purpose of accommodations. Where the Employer contributes to accommodation, it will be entitled to make the necessary arrangements.
  - (iii) Personal phone calls in the amount of one (1) call per week not to exceed fifteen (15) minutes each. The apprentice will provide a copy of the receipt in order to be reimbursed for these costs.
- (f) Apprentices shall be entitled to the benefits and terms and conditions of employment of this collective agreement while working and while on course.
- (g) Upon successful completion of the Apprenticeship program. The Employer will make every reasonable effort to provide the apprentice with a permanent full-time position in the area of their trade. All time spent as an apprentice shall count towards continuous employment.



- (h) Where an apprentice fails after three (3) attempts to successfully complete a trade training course, upon a decision by the Apprenticeship and Trades Qualification Board to cancel the Apprentice's contract, the apprentice may be terminated, but the Employer will make every reasonable effort to continue to employ that Employee elsewhere in their organization.

## **Article 59**

### **SETTLEMENT ALLOWANCE**

- 59.01 A Settlement Allowance shall be paid to every employee. Settlement Allowance shall be paid biweekly on employee's regular pay cheques. Settlement Allowance shall be pro-rated to an hourly rate by dividing the annual rate by the standard yearly hours of 1820 and shall be paid on all regular hours paid up to a maximum of the normal weekly hours of work. No Allowance will be paid for overtime. Settlement Allowance will be adjusted annually in the same amount as the Government of the Northwest Territories increases the Northern Allowance paid to its employees in Fort Resolution.

Effective April 1, 2009, the annual rate for Settlement Allowance is \$8,982.

## **Article 60**

### **SOCIAL JUSTICE FUND**

- 60.01 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 SocialJustice Fund.

## **Article 61**

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

- 61.01 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.
- 61.02 This Agreement may be amended by mutual consent.

## **Article 62**

### **DURATION AND RENEWAL**

- 62.01 The term of this Agreement shall be from April 1, 2009 to March 31, 2012.
- 62.02 Notwithstanding Article 62.01, the provisions of this Agreement, including the provisions for the adjustment of disputes in Article 44, 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.
- 62.03 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*.
- 62.04 Where notice to bargain collectively has been given under Article 62.03, the Employer shall not alter the rates of pay or any other 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 at Fort Resolution, Northwest Territories on May 25, 2009 by the parties:

**Deninoo Community Council**

**Public Service Alliance of Canada**



Robert Sayine  
Mayor



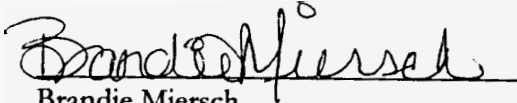
Jean-François Des Lauriers  
Regional Executive Vice-president – North



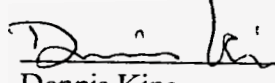
Leonard Beaulieu  
Councillor



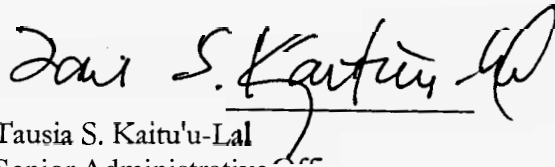
Carol Collins  
Committee Member



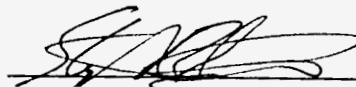
Brandie Miersch  
Councillor



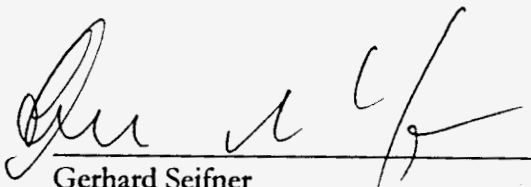
Dennis King  
Committee Member



Tausia S. Kaitu'u-Lal  
Senior Administrative



Stephen Beddingfield  
Negotiator



Gerhard Seifner  
Counsel for Employer

**APPENDIX A**  
**CLASSIFICATIONS**

<b><u>Department/Classification</u></b>	<b><u>Pay Range</u></b>
<b>ADMINISTRATION</b>	
Finance Officer	6
Lands / MMOS / Admin	4
<b>MUNICIPAL WORKS</b>	
Municipal Works Manager	6
Driver	4
Grader Operator	5
Loader Operator	4
<b>RECREATION</b>	
Recreation Manager	6
Recreation Programmer	3
Recreation Facility Operator	4
<b>WATER TREATMENT</b>	
Water Treatment Plant Operator	5
<b>GENERAL</b>	
Labourer	1

**APPENDIX B**  
**HOURLY RATES OF PAY**

**Effective April 1, 2009**

<b>RANGE</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
1	14.16	14.43	14.70	14.98	15.25
2	16.39	16.73	17.06	17.40	17.74
3	20.03	20.43	20.83	21.25	21.68
4	21.85	22.29	22.74	23.19	23.65
5	24.65	25.13	25.61	26.10	26.61
6	27.58	28.14	28.71	29.29	29.88

Note: Summer Students will be paid an hourly rate of \$10.93.

**Effective April 1, 2010**

<b>RANGE</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
1	14.51	14.79	15.07	15.35	15.63
2	16.80	17.15	17.49	17.84	18.18
3	20.53	20.94	21.35	21.78	22.22
4	22.40	22.85	23.31	23.77	24.24
5	25.27	25.76	26.25	26.75	27.28
6	28.27	28.84	29.43	30.02	30.63

Note: Summer Students will be paid an hourly rate of \$11.20.

**Effective April 1, 2011**

<b>RANGE</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
1	14.95	15.23	15.52	15.81	16.10
2	17.30	17.66	18.01	18.38	18.73
3	21.15	21.57	21.99	22.43	22.89
4	23.07	23.54	24.01	24.48	24.97
5	26.03	26.53	27.04	27.55	28.10
6	29.12	29.71	30.31	30.92	31.55

Note: Summer Students will be paid an hourly rate of \$11.54.

