

COLLECTIVE AGREEMENT

BETWEEN

THE CITY OF YELLOWKNIFE

AND

THE PUBLIC SERVICE ALLIANCE OF CANADA

MUNICIPAL ENFORCEMENT OFFICERS

LOCAL #X0345

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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 ensures that all reasonable measures are provided for the safety and occupational health of the employees.
- 1.02 The parties of 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 City 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) 'Bargaining Unit' means employees occupying positions described in the Canada Industrial Relations Board Certificate dated November 20, 2009.
 - (b) 'Classification' means a group of positions having sufficiently similar duties, responsibilities, authority and required qualifications that a common descriptive title may be used.
 - (c) 'Continuous Employment' means uninterrupted employment with the City of Yellowknife.
 - (d) 'Day' means working day: eight (8) hours.
 - (e) 'Day of Rest' in relation to an employee means a day on which that employee is not ordinarily required to perform the duties of his position. Such days do not include a holiday or days that the employee is absent on approved leave.
 - (f) 'Department' means the Public Safety Department of the Employer.
 - (g) 'Department Head' means the head of a department (unit) and includes the person designated by him to so act.
 - (h) 'Division' means the Municipal Enforcement Division with the Public Safety Department.
 - (i) 'Double Time' means two (2) times the straight-time rate.

- (j) 'Employee' means a person employed by the Employer on either a full-time or part-time basis, who comes within the scope of the Bargaining Unit as:
- (i) a permanent employee – means a person employed in a permanent position;
 - (ii) term employee – means a person employed on a temporary basis for a specific purpose not exceeding twelve (12) months unless the parties agree otherwise. An employee on Maternity Leave shall only be replaced by a term employee.
 - (iii) student employee – means a person hired for a specific period of time to perform specific duties not to exceed four **(4)** months.
- (k) 'Employer' means the City of Yellowknife.
- (l) 'Half-Day' means half *of* the total hours of work in an employee's normal shift.
- (m) '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.
- (n) 'Immediate Family' means father, mother, brother, sister, spouse (including common-law), child or ward, father-in-law, mother-in-law, grandparent, grandchild of an employee and a relative permanently residing in the employee's household or with whom the employee permanently resides.
- (o) 'Lay-off' means the termination **of** employment of an employee due to lack of work or the discontinuance of a function.
- (p) 'Local' means Local _____ of the Union of Northern Workers component of the Public Service Alliance of Canada.
- (q) 'Membership Dues' means the dues established pursuant to the constitution of the Union as the dues payable by its members as a consequence of their membership in the Union and shall not include any initiation fees, insurance premium or special levy.
- (r) 'Overtime' means work performed by an employee in excess of his normal daily hours *of* work or work performed on a day of rest.
- (s) 'Position' means an aggregation of duties, tasks and responsibilities requiring the services of one employee.
- (t) 'Promotion' means the appointment of an employee to a position which has a higher maximum rate of pay than **his** present position.
- (u) 'Senior Administrative Officer' means the City Administrator of the Employer.
- (v) 'Shift and Shift Work' means the hours of work as described in this Collective Agreement.

- (w) 'Straight-time Rate' means an employee's annual rate of pay as specified in Appendix "A".
- (x) 'Time and one-half' means one and one-half (1 ½) times the straight-time rate of pay.
- (y) 'Union' means the Public Service Alliance of Canada as represented by its component, the Union of Northern Workers.
- (z) 'Vacation Year' means January 1 to December 31 of any year.

2.02 In order to determine daily, bi-weekly, weekly, daily and hourly rates of pay for employees who occupy positions listed in Appendix A, and who are paid an annual rate of pay, the following shall be used:

- (a) Bi-weekly rate of pay means an employee's annual rate of pay divided by 26.088;
- (b) Weekly rate of pay means an employee's annual rate of pay divided by 52.176;
- (c) Daily rate of pay means an employee's bi-weekly rate of pay divided by ten (10) and,
- (d) Hourly rate of pay means an employee's daily rate of pay divided by eight (8).

2.03 Wherever the masculine gender is specified in this Agreement, it shall be interpreted as including both male and female employees as applicable.

ARTICLE 3 – RECOGNITION

3.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees in the bargaining unit.

ARTICLE 4 – APPLICATION

4.01 The provisions of this Agreement apply to the Union employees and the Employer.

ARTICLE 5 – NO DISCRIMINATION

5.01 The Employer, the Union and the Employees agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced 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.

- 5.02 Nothing in this Article deprives the Employer of the right to employ persons of any particular 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, in preference to other persons where such preference is based upon a bona fide occupational qualification necessary to the normal operation of the Employer.

ARTICLE 6 – MANAGEMENT RIGHTS

- 6.01 Except to the extent provided herein, this Agreement in no way restricts the authority of those charged with managerial responsibilities in the City.

ARTICLE 7 – SAFETY AND HEALTH

7.01 Duty of the Employer

The Employer shall:

- (a) maintain its establishment in such a manner that the safety and health of employees are not likely to be endangered;
- (b) take all reasonable precautions and adopt and carry out all reasonable techniques and procedures to ensure the safety and health of every employee in its establishment; and
- (c) provide the First Aid Service requirements as set out in the Safety Regulations of the Northwest Territories Safety Act R.S.N.W.T. 1988 c.s-1, as amended;
- (d) encourage and approve employees to take first aid courses provided by the Employer subject to operational requirements. The Employer will assume the costs of such courses and also the costs of refresher courses required to maintain the validity of a certificate. Employees approved to take first aid courses shall be granted leave with pay for the duration of the course.

7.02 Duty of the Employee

Every employee employed upon or in connection with every establishment shall, in the course of his employment:

- (a) take all reasonable precautions to ensure his own safety and the safety of other persons in the establishment; and
- (b) as the circumstances require, use devices and articles of clothing or equipment that are intended for their protection and furnished to them by the Employer, or required to be used or worn by them under the Safety Regulations of the Northwest Territories Safety Act R.S.N.W.T. 1988 c.s-1, as amended.

7.03 Right to Refuse to Work

Subject to all provisions of the Northwest Territories Safety Act R.S.N.W.T. 1988 c.s-1, as amended and to the Safety Regulations prescribed under the Safety Act as amended:

- (a) an employee may refuse to do any work where he has reason to believe that:
 - (i) there exists an unusual danger to his health and safety;
 - (ii) the carrying out of the work is likely to cause to exist an unusual danger to his health or safety or that of any other person; or
 - (iii) the operation of any tool, appliance, machine, device or thing is likely to cause to exist an unusual danger to his health or safety or that of any other person.
- (b) 'unusual danger' means, in relation to any condition:
 - (i) a danger that does not normally exist in that occupation; or
 - (ii) a danger under which a person engaged in that occupation would not normally carry out his work.
- (c) No loss of wages or discriminatory action shall be taken against any employee by reason of the fact that he exercised the right conferred upon him in subsection (a).
- (d) No other employee shall be required 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.

7.04 The Right to Know

Hazard Identification

The Employer shall identify 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 used following exposure.

7.05 Investigation

- (a) The Occupational Health and Safety Committee shall ensure that necessary investigations are conducted in situations of work injuries and other situations identified by the Committee. The investigations shall be conducted in accordance with procedures developed by the Committee.
- (b) Reports of the investigations shall be submitted to the Committee as well as to the Union and the Employer, who may request further information from the person(s) who conducted the investigation.

7.06 Transportation of Injured Workers

The Employer shall, at its own expense, furnish to the employee injured in his place of work, when necessary, immediate conveyance and transportation to and from a hospital, medical practitioner or nursing station for initial treatment as prescribed in the Northwest Territories Safety Act R.S.N.W.T. 1988 c.s-1, as amended and to the Safety Regulations prescribed under the Safety Act as amended from time to time.

7.07 The Employer shall, when purchasing new computer equipment, ensure that ergonomic design factors are adhered to.

7.08 The Employer shall make available to employees an updated copy of the Safety Act and Regulations and any Employer policies and procedures regarding Health and Safety.

7.09 Medical Examinations

- (a) Where the Employer requires an employee to undergo a medical examination by a qualified practitioner chosen by the Employee in order to maintain or retain a certification required by the Employer, the examination will be conducted at no expense to the Employee.
- (b) 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 by the Employer in a confidential manner.

7.10 The Employer and the Union agree that all clauses in Article 7 shall be interpreted in conjunction with the Northwest Territories Safety Act R.S.N.W.T. 1988 c.s-1, as amended and to the Safety Regulations prescribed under the Safety Act as amended from time to time.

7.11 Where the conditions of employment require the use of safety equipment, the Employer shall make equipment available to employees for their use while working under conditions which necessitate its use, as determined by the Northwest Territories Safety Act and/or the Employer.

ARTICLE 8 – CONFLICT OF INTEREST

- 8.01 When an employee undertakes any business or employment outside his regularly scheduled hours of duty where:
- (a) there is a conflict between the duties the employee is required to perform in that business or employment and the duties he is required to perform for the Employer; and/or
 - (b) he exploits for personal gain any confidential information he has acquired in the course of his employment for the Employer,

the Employer may prohibit that employee from participating in that outside employment by notifying the employee, in writing, together with the reason for such a prohibition. Any disagreement arising from the application of this article may be grieved in accordance with Article 14.

- 8.02 Under no circumstances will any employee use the Employer's facilities or resources for the purpose of conducting a personal business venture.

ARTICLE 9 – EMPLOYER DIRECTIVES

- 9.01 The Employer shall provide the Local with a copy of those personnel directives which directly affect employees of the bargaining unit.

ARTICLE 10 – WORK SLOW-DOWN, INTERRUPTION OR STOPPAGE

- 10.01 The Employer shall not cause or direct any lockout of employees during the life of this Agreement and the Union shall not authorize or in any way encourage any strike, walkout, suspension of work or slow-down on the part of any employee or group of employees during the life of the Agreement.

ARTICLE 11 – UNION SECURITY

- 11.01 The Employer shall, as a condition of employment, deduct an amount equal to the amount of the membership dues from the monthly pay of all employees in the bargaining unit.

- 11.02 The Union shall inform the Employer, in writing, of the authorized monthly membership dues deduction to be checked off for each employee in the bargaining unit.
- 11.03 For the purpose of applying Clause 11.01, deductions from pay for each employee in respect of each month shall commence with the first full calendar month of employment to the extent that earnings are available. Where an employee has not received twenty (20) hours pay in respect of any month, the Employer shall not be obliged to make deductions in that month or from subsequent earnings for that month.
- 11.04 The amounts deducted in accordance with this Article shall be remitted to the Comptroller of the Union in the month following their deduction and shall be accompanied by particulars identifying each employee and the deductions made on his behalf. Such particulars shall include the number of hours worked in the month by part-time employees.
- 11.05 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 limited to the amount actually involved in the error.
- 11.06 The Employer agrees to identify annually, on each employee's T-4 slip, the total amount of dues deducted for the preceding year.

ARTICLE 12 – UNION REPRESENTATION AND COMMITTEES

- 12.01 The Employer acknowledges the right of the Local to appoint employees as representatives and, in their absence, their alternates. The Employer shall be advised by letter of the names of those so appointed before they are recognized.
- 12.02 The Local and the Employer shall determine the jurisdiction and number of such representatives, having regard to the plan of organization, the distribution of employees at the workplace and the administrative structure implied by the grievance procedure covered by this Agreement.
- 12.03 The representative who is an employee shall obtain the permission of his immediate supervisor before leaving his work to investigate a complaint or grievance raised by an employee: to meet with local management for the purpose of dealing with a complaint or grievance and, to attend meetings called by management. Such permission shall not be unreasonably withheld. The representative is to advise his immediate supervisor upon his return to duty.
- 12.04 a) The Employer and Union acknowledge the mutual benefits to be derived from dialogue between the parties and as such are prepared to discuss matters of common interest. Such discussions are to take place during the working hours of the employees wherever possible.

(b) The discussions in clause (a) may result in recommendations to the Employer and Union however such discussions shall not supersede the activities of any Committee of the parties.

- 12.05 Where operational requirements permit, the Employer shall grant time off to not more than two (2) employees who are attending meetings arranged with management on behalf of the Union. Where such meetings are held during the scheduled working hours of the employees involved there will be no deduction from their pay for such hours.
- 12.06 Where employees are attending meetings as prescribed in Clauses 12.03, 14.03 and 14.04 and these meetings occur during the employee's scheduled working hours, there will be no deduction from their pay for such hours.
- 12.07 Where operational requirements permit, the Employer shall grant reasonable leave without pay to not more than two employees at any one time to attend Executive meetings, conventions or training courses of the Union. The Employer shall continue to pay such employees their salary in accordance with this Agreement. Upon notification by the Employer, the Union shall reimburse the Employer for the amounts so paid.
- 12.08 An accredited representative of the Union, who is not an employee, shall be permitted access to the Employer's premises upon prior approval by the Senior Administrative Officer or his delegate to attend meetings and assist in resolution of complaints and grievances. Approval shall not be unreasonably withheld.
- 12.09 Upon written request of the Union, an employee elected into the full-time position of Regional Executive Vice-president (North), President of the Public Service Alliance of Canada, President of the Union of Northern Workers or First Vice-president of the Union of Northern Workers shall be granted an unpaid leave of absence for the term of office. Upon return from the leave of absence, the employee shall return to his/her former position or an equivalent position and shall regain his/her accumulated rights and benefits.

ARTICLE 13 – INFORMATION FOR EMPLOYEES AND THE UNION

- 13.01 The Employer shall provide space for the Union to erect a bulletin board in their work site, which shall be for the exclusive use of the Union. The Union and the Employer shall agree upon the size and placement of the bulletin board. The Employer reserves the right to remove material from the Union bulletin board. If material is removed, the Employer shall notify the Union, and advise of the reason for the removal. The Employer shall provide the Union with a link on the Employer website to a site designated by the Union.
- 13.02 The Employer shall provide each employee with a copy of this Agreement within sixty (60) days of its signing.

- 13.03 The Employer shall provide to all new employees a copy of this Agreement upon commencement of employment. Any employee who was previously employed during the term of this Agreement shall not be given a copy of this Agreement on rehire.
- 13.04 (a) Within five (5) days of hiring a new employee, the Employer shall advise, in writing, the Local Union Representative of the classification, name, address, and home phone number of that employee.
- (b) Notwithstanding Clause 13.04(a), where an employee does not authorize the Employer to provide the Local Union Representative of his home address, and home phone number, the employee shall so indicate, in writing, to the Employer.

ARTICLE 14 – GRIEVANCE AND ARBITRATION PROCEDURE

14.01 Individual Grievances

An employee, who feels himself to be aggrieved by the interpretation, application, administration or alleged violation of the provisions of this Agreement, or by a disciplinary action, shall have the right to present a formal, written grievance in the manner prescribed.

14.02 Policy Grievances and Discharge of an Employee

When any difference arises directly between the Union and the Employer concerning the interpretation, application, administration or alleged violation of this Agreement, or when the Employer discharges an employee, the grievance procedure shall apply except that:

- (a) The grievance shall be submitted at Stage 2 only and within fifteen (15) days from the date the difference arises or the employee is discharged;
- (b) The ten (10) day time limit which the Senior Administrative Officer or his delegate is to reply shall be extended to fifteen (15) days.

14.03 Complaint Stage

An employee shall discuss his complaint with his supervisor within ten (10) days of the date on which he first became aware of the action or circumstances giving rise to the complaint. The Employee and Supervisor (except under unusual circumstances) will discuss the complaint and the Supervisor will provide a written response within ten (10) days of the date the discussion took place.

Stage 1

Failing satisfactory settlement at the Complaint Stage, an employee shall submit his grievance in writing to the Department Head, or his delegate, within ten (10) days of the date on which he received a reply at the Complaint Stage.

The grievance shall state the nature of the grievance and, if applicable, the article(s) of this Agreement, the interpretation of which is in dispute or which is alleged to have been violated and the redress sought.

The Department Head, or his delegate, shall hold a hearing and shall reply to the grievance, in writing, within ten (10) days of the date of submission of the grievance at Stage 1.

An employee who presents a grievance at Stage 1 may, if he so desires, be assisted or represented by the Union.

Stage 2

In order to proceed to Stage 2, the employee shall have the support of and be represented by the Union.

Failing satisfactory settlement at Stage 1, an employee shall submit his grievance in writing to the Senior Administrative Officer, or his delegate, within five (5) days of the date on which he received a reply at Stage 1.

The Senior Administrative Officer, or his delegate, shall hold a meeting within ten (10) days of the grievance submission at Stage 2 and then shall reply in writing to the grievance within five (5) days of the meeting.

14.04 Arbitration

(a) In the event of failure to reach agreement on any grievance filed and of either party wishing to proceed, the party shall refer the matter to arbitration by a single arbitrator selected in rotation from the following list:

1. Vincent Ready
2. Glen Power
3. Tom Jolliffe
4. David Jones

If an arbitrator whose turn it is to act is unable, for any reason to do so, the next available arbitrator will be selected.

(b) The party desiring to submit the matter to arbitration shall deliver to the other party a notice of intention to arbitrate. This notice shall be delivered within thirty (30) days of the date the decision was received at Stage 2. This notice shall state the matter at issue in concise terms and shall state precisely in what respect the Agreement has been violated or misinterpreted by reference to the specific clause(s) relied upon. The notice shall also stipulate the nature of the relief or remedy sought.

(c) The Arbitrator shall hear the evidence of both parties and issue a decision within sixty (60) days of the hearing. The decision shall be final and binding upon the parties and upon any employee affected by it.

- (d) The decision of the Arbitrator on the matter at issue shall be final and binding on both parties, but the jurisdiction of the Arbitrator shall be limited to deciding the matter at issue within the existing provisions of the Agreement and in no event shall the Arbitrator have the power to add to, subtract from, alter or amend this Agreement in any respect.
- (e) Each party shall pay its own costs and the fees and expenses of witnesses called by it. The fees and expenses of the Arbitrator shall be shared equally between the parties.

14.05 The time limits specified herein shall be deemed to be exclusive of Saturdays and Sundays and those holidays described in Article **28** of this Agreement and may be extended by mutual consent, only when requested in writing and agreed upon in writing prior to the expiry of the time limits.

14.06 Subject to Clause **14.05**, any grievance not submitted within the prescribed time limits or in accordance with the procedures of this article, shall be deemed to have been abandoned and may not be reopened.

14.07 No grievance shall be deemed invalid solely because it is not presented on the proper form, provided that the grievance complies with the requirements of this Article.

ARTICLE 15 – SENIORITY

15.01 A seniority list of permanent employees covered by this Agreement shall be posted by the Employer quarterly. Such lists shall show names and dates of last entry into service with the Employer as a permanent employee. Seniority shall accumulate from that date.

15.02 If an employee is transferred or promoted to a permanent position which is excluded from the bargaining unit the employee shall retain his seniority for twelve **(12)** months during which time he may move back into the bargaining unit. After twelve **(12)** months of employment with the Employer outside of the bargaining unit, the employee relinquishes any seniority under this Agreement.

15.03 An Employee who has been laid off shall retain his seniority status for a period of twelve **(12)** months. If recalled to service in the bargaining unit within twelve **(12)** months of the day of lay-off, he shall be reinstated with seniority status held at time of lay-off.

15.04 An employee who resigns or is discharged for cause shall forfeit all seniority rights under this Agreement.

15.05 When two **(2)** or more employees are hired by the Employer on the same calendar date, the employee whose surname is first alphabetically, will be shown as such on the seniority list.

ARTICLE 16 – APPOINTMENTS, PROBATION, PROMOTIONS AND TRANSFERS

16.01 Where the Employer determines that a vacancy exists in a classification to which this Agreement applies, a bulletin giving pertinent details of the position and inviting interested and qualified employees to apply for the permanent position, shall be posted on the bulletin board for a minimum of five (5) working days.

The Employer will make every reasonable effort to ensure that bulletins are posted on the bulletin board in their work site the day that the posting is issued.

16.02 Amointments

(a) Appointments to bulletined positions shall be made on the basis of qualifications, performance, ability and experience.

(b) When two (2) or more candidates' qualifications, performance, ability and experience are judged to be relatively equal, seniority shall govern.

16.03 The name of the successful candidate shall be provided to the Union and all unsuccessful bargaining unit candidates upon the completion of the selection process. Unsuccessful candidates shall have five (5) working days from the date of notification to initiate a grievance on the selection at Stage 2 of the grievance procedure.

16.04 Where, as a result of action taken under Clause 16.01 and Clause 16.02, it is determined by the Employer that there are no qualified employee applicants for the bulletined position; the Employer may then fill the vacancy by any other selection process.

16.05 Probation

The probationary period on initial appointment of new employees shall be six (6) months. If, during the probationary period, an employee's performance is judged to be unsatisfactory, the Employer shall provide notice, in writing, at least ten (10) days prior to the expiry of the probationary period.

The Employer may extend the probation of an employee by a three (3) month period. The employee shall be advised of such extension, in writing, at least fifteen (15) calendar days prior to the end of the probationary period.

The Employer may conduct such reviews as deemed necessary, and may include a three (3) month probationary review.

16.06 Promotions and Transfers

(a) An employee who is promoted or transferred to a position in accordance with Clause 16.02 shall be on probation in the new position for six (6) months. If, during such probationary period, the Employer decides that the employee does not satisfactorily perform the duties of the position, the employee shall be

reinstated in his former position or an equivalent classification in the bargaining unit. When the employee's performance in the new position is judged to be unsatisfactory, the Employer shall provide notice, in writing, at least ten (10) days prior to expiry of the probationary period.

ARTICLE 17 – STATEMENT OF DUTIES

- 17.01 The Employer shall, when requested to do so by the employee, provide to the employee within ten (10) working days of that employee's request, an accurate job description of his position.
- 17.02 When an employee is first engaged or when an employee is reassigned to another position in the bargaining unit, the Employer shall, before the employee is assigned to that position, provide the employee with an accurate job description of the position.

ARTICLE 18 – CLASSIFICATION

The Employer agrees to negotiate with the Union the classification of any new position within the bargaining unit. If the Employer determines the classification of an existing position is revised, the Employer will negotiate with the Union the revised classification.

If the parties fail to reach agreement within ninety (90) days from the date on which the Employer submits the new or revised classification to the Union, the Employer may apply the new rates of pay and the Union may refer the matter to arbitration. The Arbitrator's decision will be retroactive to the date of application of the new rates.

ARTICLE 19 – EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

- 19.01 When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. Upon written request, a copy of the assessment form will be provided to him at that time.
- 19.02 The Employer agrees not to introduce as evidence in a hearing, any document from the file of an employee relating to disciplinary action, the contents of which the employee was not aware of at that time.
- 19.03 Upon request of an employee, and with reasonable notice, the personnel file of that employee will be made available for his examination in the presence of an authorized representative of that Employer.

ARTICLE 20 – JOB SECURITY, LAY-OFF AND RECALL OF SERVICE

- 20.01 The Employer shall make every reasonable effort to provide continued employment of a suitable nature to a permanent employee whose position has become redundant as a result of technological change, discontinuance of a function or other action initiated by the Employer.
- 20.02 A permanent employee who is about to be laid off, where the period of lay-off is in excess of one (1) month, shall be entitled to exercise his seniority rights, displacing a junior employee, provided he has sufficient ability, training, and experience to perform the work.
- 20.03 Where a permanent employee is laid off for a period of less than one (1) month, the employee shall be considered in continuous employment for the purpose of Life, Accidental Death, Disease & Dismemberment, Long Term Disability Insurance Plan and Dental Plan contributions and any similar contributions made for the purpose of continuation of any benefit. During such period, any applicable premiums or contributions shall be paid in total by the Employer.
- 20.04 Where a function is to be discontinued and a permanent employee is to be laid off, he shall be given as much advance notice as possible but, in any event, not less than one (1) month's notice in writing.
- 20.05 Where a permanent employee has been laid-off, he shall be placed on a lay-off list for a period of twelve (12) months and given preference for recall in any job classification within the bargaining unit for which he has the required training, ability and experience.
- 20.06 Where laid-off employees are to be recalled, the employee with the most seniority shall be recalled first.

ARTICLE 21 – HOURS OF WORK

- 21.01 Subject to Clause 21.02 for employees occupying positions listed in Appendix "A" the work week shall be forty (40) hours, Monday to Friday inclusive and the hours of work shall be scheduled so that employees work eight (8) hours per working day, exclusive of lunch periods.
- 21.02 When, because of operational requirements of the Employer, hours of work are scheduled for employees occupying positions listed in Appendix A on a rotating basis, they shall be scheduled so that the employees work: an average of forty (40) hours per week. The Employer agrees to consult with the Union prior to establishing the new schedule.
- 21.03 For employees who work pursuant to Article 21.02:
- (a) The Employer shall set up a master weekly shift schedule and post it not less than fourteen (14) calendar days in advance;

- (b) The Employer shall not schedule the commencement of a permanent full time employee's regularly scheduled shift within twelve (12) hours of the completion of that employee's previous regularly scheduled shift;
- (c) The Employer shall make every reasonable effort to give an employee twenty-four **(24)** hours notice of an alteration of his schedule.

21.04 Lunch Period

- (a) Employees shall have an unpaid lunch period of at least one (1) hour's duration as close to the mid-point of the work day as possible.
- (b) Employees engaged on a rotating shift work basis that are unable to leave the workplace for a meal break shall be allowed a forty-five (45) minute meal period on paid time during which they will be available to respond to calls.

21.05 Rest Periods

- (a) The Employer shall provide two (2) paid rest periods of fifteen (15) minutes each, commencing on or about mid-morning and mid-afternoon or the middle of the first half and the last half of a shift.
- (b) Notwithstanding Clause 21.05(a), for employees engaged on a rotating shift work basis on continuous operations, the Employer shall provide *two* (2) paid rest periods of fifteen (15) minutes each, commencing on or about mid-morning and mid-afternoon or the middle of the first half and the last half of a shift, during which time they shall be available to respond to calls.

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

ARTICLE 22 – OVERTIME

22.01 An employee is entitled to overtime compensation for each completed period of fifteen (15) minutes of overtime worked by him at the rate of time and one half (1 ½) for all overtime worked except as provided in subsections (i), (ii) and (iii):

- i) double time for all overtime worked in excess of four (4) consecutive hours of overtime on a normal working day;
- ii) double time for all overtime worked in excess of eight **(8)** consecutive hours on the first day of rest; and
- iii) double time for all time worked on the second and subsequent days of rest.

22.02 The Employer shall make every reasonable effort to allocate overtime work on an equitable basis among readily available, qualified employees and to give employees who are required to work overtime, reasonable advance notice.

22.03 Overtime work will be compensated by payment no later than the pay period following the pay period in which it was earned.

22.04 If an employee is required to work three (3) or more hours of overtime immediately before or immediately following his normal hours of work, or eight (8) or more hours of overtime on his first or second day of rest, he shall be granted reasonable time with pay as specified by his supervisor in order that he may take a meal break either at his residence or adjacent to his place of work.

22.05 Accumulation of Overtime (Lieu Time)

An employee who earns overtime shall be paid at the appropriate rate of pay for such time, except where an employee elects that such overtime hours be accumulated in accordance with the following:

- (a) All hours which an employee elects to accumulate, including standby, shall be accumulated at the overtime rate up to and including a maximum of forty-eight (48) hours per calendar year for employees working normal hours and to a maximum of sixty-eight (68) hours for an employee that works rotating shifts;
- (b) Upon application, an employee having banked overtime hours may draw any portion of banked hours up to and including a maximum of forty-eight (48) hours per calendar year for employees working normal hours and to a maximum of sixty-eight (68) hours for an employee that works rotating shifts, in paid time off provided that such time off does not conflict or interfere with the efficient operation of the Employer;
- (c) If the accumulated hours are not utilized by December 31st of the calendar year in which the hours were accumulated, an employee may carry over such overtime hours to the next calendar year. The employee shall have the time equivalent to the carry over included as part of the maximum allowable of forty-eight (48) hours per calendar year for employees working normal hours and to a maximum of sixty-eight (68) hours for an employee that works rotating shifts, paid time off for the next calendar year.
- (d) Notwithstanding that an employee has elected to accumulate overtime hours in the manner set out above, he may subsequently change such election and receive pay for such hours.
- (e) Employees having banked overtime shall be paid for such time at the current rate of pay.

ARTICLE 23 – PAY

23.01 Employees are entitled to be paid for services rendered at the straight time rate of pay specified in the Pay Schedule, Appendix A, for the classification of the position to which they are appointed.

23.02 Promotion

- (a) Where an employee is promoted to having a higher maximum salary than the one held by him, he shall be paid at the step in his new salary range that provides him with an increase in pay that is not less than four (4%) percent, provided that the maximum rate of pay in that range is not exceeded.

In addition, if a merit pay increase is due not later than six (6) months from the date of a promotion and is recommended, a merit pay increase will be granted at the time of promotion on the present pay level prior to application of the new pay level. Where this occurs, the employee's salary review date shall be changed to the effective date of the promotion.

- (b) If an employee fails to pass his probation period in the position to which he is promoted, he shall revert to his former position or an equivalent position having the same rate of pay as his former position and, for the purposes of Clause 23.04(b) (Merit Pay Increases), the employee's salary review date shall revert to the anniversary date of his initial appointment to his former position.

23.03 Acting Pay

Where an employee is appointed, in writing, to perform the duties of a position having a higher maximum salary than the one held by him, for a temporary period, he shall be paid at the step in the range of this position being relieved that gives him an increase in pay that is not less than four (4) percent, provided that the maximum rate of pay in that range is not exceeded. Such additional salary shall be paid only when the period of relief in the higher position exceeds three (3) consecutive working shifts, and in this event, the increased salary shall apply for the whole of the relief period.

23.04 Merit Pay Increase

- (a) An employee, who holds a position for which there is a minimum and maximum rate of pay, shall be granted a salary increment, each year until he reaches the maximum step in range for that position. Such salary increments are subject to satisfactory performance of the duties of the position by the employees and shall not be granted to the employee until his Department Head certifies to the Senior Administrative Officer that the employee is so performing the duties of his position.
- (b) Salary increments granted to an employee each year shall be effective on his anniversary date of current appointment until the maximum in the range of rates has been reached.
- (c) When the Employer elects to withhold a salary increment, it shall advise the employee, in writing at least five (5) days prior to the due date of the increment.

23.05 Permanent employees occupying positions listed in Appendix "A" shall be paid on a bi-weekly basis. If a payday should coincide with a designated holiday, the employee shall be paid on the preceding working day.

23.06 Long Service Bonus

- (a) An employee shall receive a Long Service Bonus of \$1,000.00 upon completion of five (5) years of continuous employment and on each subsequent fifth anniversary date thereafter.
- (b) When an employee who has completed at least five (5) years of service terminates, the above mentioned bonus will be prorated in the amount of \$16.66 per month for each completed month of employment, the months to be accumulated from the last payment of the Long Service Bonus.

ARTICLE 24 – CALL-OUT AND REPORTING PAY

- 24.01 An employee called into work outside his normal hours or who reports to work outside his normal working hours shall be paid the greater of:
- (a) Compensation at the applicable overtime rate; or
 - (b) Compensation equivalent to four (4) hours' pay at the straight time rate except for call-outs or reports to work within a four (4) hour period shall be considered as one (1) call-out or one (1) report to work.

ARTICLE 25 – SHIFT PREMIUM

- 25.01 A shift premium of \$1.50 per hour shall be paid for actual regular hours worked between 5:00 p.m. and 7:00 a.m.

ARTICLE 26 – STANDBY

- 26.01 Where an Employer requires an employee to be available on standby during off-duty hours, the employee shall be entitled to a standby payment of one (1) hour's pay for each eight (8) hours or portion thereof on standby.
- 26.02 An employee on standby shall receive standby pay in addition to whatever entitlements he may receive under Article 22, Overtime and Article 24, Call-out and Reporting Pay.
- 26.03 An employee designated by letter or by list for standby duty shall be available during his period of standby at a known telephone number and be available to return to duty as quickly as possible if called. In designating employees for standby, the Employer will endeavor to provide for the equitable distribution of standby duties.
- 26.04 No standby payment shall be granted if an employee is unable to report for duty when required during any eight (8) hour standby period or portion thereof.

ARTICLE 27 – SEVERANCE PAY

27.01 Lay-Off

A permanent employee who has one (1) year or more of continuous employment and who is laid off, is entitled to be paid severance pay at the time of lay-off at the rate of two (2) weeks pay for the first complete year of continuous employment and one (1) week of pay for each additional year or partial year of continuous employment; less any severance pay he was granted for a previous lay-off.

27.02 Death

Regardless of any other benefit payable, if an employee dies, there shall be paid to his designated beneficiary, an amount equal to the product obtained by multiplying his weekly rate of pay at the time of death by the number of completed years of his continuous employment, to a maximum of twenty (20) weeks of pay.

27.03 Retirement

A permanent employee who is 55 years of age or over and has a minimum of ten (10) years of continuous employment shall, upon retirement, be paid severance pay equal to the product obtained by multiplying his weekly rate of pay upon retirement by the number of years of his continuous employment, to a maximum of twenty-five (25) weeks pay less any severance pay he was granted under Clause 27.01.

27.04 Termination for Health Reasons

A permanent employee whose employment is terminated by reason that the employee is incapable of performing his duties because of chronically poor health shall be paid severance pay on termination equal to the product obtained by multiplying his weekly rate of pay on termination of employment by the number of years of continuous employment to a maximum of twenty (20) weeks, less any severance pay which he was granted under Clause 27.01.

27.05 The weekly rate of pay referred to in the above clauses shall be the weekly rate of pay to which a permanent employee is entitled, based on the definition contained in Article 2.02.

27.06 Incapacity To Perform Regular Duties

In the event that an employee is partially incapacitated as a result of illness or injury, every effort shall be made to employ this employee in the Municipal Enforcement Division, or elsewhere in the City, as befits the case.

ARTICLE 28 – DESIGNATED PAID HOLIDAYS

28.01 Subject to Clause 28.02, the following days shall be designated paid holidays for permanent employees:

- (a) New Year's Day;
- (b) Good Friday;
- (c) Easter Monday;
- (d) The day fixed by the Governor-General for observance of the birthday of the reigning sovereign;
- (e) National Aboriginal Day;
- (f) Canada Day;
- (g) The first Monday in August;
- (h) Labour Day;
- (i) Thanksgiving Day;
- (j) Remembrance Day;
- (k) Christmas Day;
- (l) Boxing Day

28.02 Clause 28.01 does not apply to an employee who is absent without approved leave on either the working day immediately preceding or the working day immediately following the designated holiday.

28.03 Holidays Falling on a Day of Rest

When a day designated as a holiday under Clause 28.02 coincides with a permanent employee's day of rest, the holiday shall be moved to the permanent employee's first working day following his day of rest.

28.04 When a day designated as a holiday for a permanent employee is moved to another day under the provisions of Clause 28.03:

- (a) Work performed by a permanent 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 a permanent employee on the day to which the holiday was moved shall be considered as worked performed on a holiday.

28.05 When an employee works on a holiday, he shall be paid two and one half (2 ½) his straight-time rate of pay for all hours worked.

28.06 Holiday Coinciding with Day of Paid Leave

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.

ARTICLE 29 – VACATION LEAVE

29.01 On January 1st of any year, an employee's record shall be credited with the anticipated annual leave credits to be earned in that vacation year. **As** vacation leave is utilized, such leave shall be deducted from the employee's leave credits.

29.02 Permanent employees may not receive vacation leave with pay prior to six (6) months of employment.

29.03 Accumulation of Vacation Leave

For each calendar month in which a permanent employee received at least ten (10) days pay, he shall earn leave at the following rates:

- i) 10 hours per calendar month, if he has completed less than 5 years of continuous employment;
- ii) 13.34 hours per calendar month, upon completion of 5 years and less than 10 years of continuous employment;
- iii) 16.66 hours per calendar month, upon completion of 10 years and less than 20 years of continuous employment;
- iv) 20 hours per calendar month, upon completion of 20 years of continuous employment.

29.04 A permanent employee shall receive the vacation leave to which he is entitled, as leave at the straight-time rate of pay for the position to which he is permanently appointed or serving in the required probationary period thereof. However, an employee acting in a higher level position for more than one (1) month shall receive vacation leave with pay at the acting rate, provided he resumes the duties on an acting basis following the period of vacation.

29.05 Granting of Vacation Leave

Subject to operational requirements, the Employer shall make every reasonable effort in granting vacation leave with pay to an employee:

- (a) not to recall an employee to duty after he has proceeded on vacation leave;
- (b) to grant the employee his vacation leave at a time specified by him;
- (c) to grant the employee his full annual vacation leave during one vacation period when so requested by the employee;
- (d) to confirm the authorization of vacation leave within ten (10) days after the employee has applied for such leave;

- (e) to schedule vacation leave on an equitable basis and when there is no conflict with the interests of the Employer or the other employees, according to the wishes of the employee;
- (f) when two (2) or more employees request the same vacation period, at the same time, seniority shall govern;
- (g) to grant the employee his vacation leave when specified by the employee, if the period of vacation leave is less than a week, provided the employee gives the Employer reasonable advance notice; and
- (h) to grant the employee his vacation leave when specified by the employee, if the period of vacation leave is more than a week, provided that, except in extraordinary circumstances, the employee gives the Employer a minimum of ten (10) working days notice in advance.

29.06 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.

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

- (a) is granted special leave, when there is a death in his immediate family, as described in Article 2.01 (n);
- (b) is granted special leave with pay because of illness in the family, as described in Article 31.03;
- (c) is granted sick leave on production of a medical certificate attesting to an illness or injury.

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, provided that the employee provides the Employer with the proper documentation within ten (10) days of reporting back to work.

29.08 Carry-Over Provisions

Employees are only permitted to carry-over those vacation leave credits which can be earned in one vacation year, except where the employee has not been granted the vacation leave requested by him. Annual leave credits which have been carried over and which exceed one (1) year entitlement will be liquidated in cash at the end of the vacation year.

29.09 Recall from Vacation Leave

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

- (a) in proceeding to his place of duty;

- (b) in respect of any non-refundable deposits or pre-arrangements associated with his vacation: and
- (c) in returning to the place from which he was recalled, if he immediately submits such accounts as are normally required by the Employer.

29.10 The employee shall not be considered as being on vacation leave during any period in respect of which he is entitled under Clause 29.08 to be reimbursed for reasonable expenses incurred by him.

29.11 When the Employer cancels or alters a period of vacation leave for a permanent employee that has previously been approved in writing, the Employer shall reimburse the employee and his family for the non-returnable deposits or reservations made by the employee in respect of such leave, subject to the presentation of such documentation as the Employer may require. The employee shall make every reasonable attempt to mitigate any possible loss and shall provide proof of such action to the Employer.

29.12 Where a permanent or probationary employee dies or otherwise terminates his employment after a period of continuous employment:

- (a) he 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's permanent position, immediately prior to the termination of his employment.
- (b) the Employer shall grant the employee any vacation leave earned but not used by him before the employment *is* terminated by lay-off if the employee so requests because of a requirement to meet the minimum service requirements for severance pay.

29.13 The Vacation Travel Allowance consists of two components:

- (i) All permanent employees shall receive a monthly vacation travel allowance of three hundred and thirty-three dollars and thirty-three cents (\$333.33) for each calendar month for which salary is earned for at least ten (10) days.
- (ii) All permanent employees are entitled to a Vacation Travel Allowance annually in the amount of eleven hundred dollars (\$1,100.00) after completing two (2) years of continuous service. The first Vacation Travel Allowance shall be paid on the employee's second anniversary date. The Employer will pay out the portion of the Vacation Travel Allowance earned from the second anniversary date to December 31st of that same year at the rate of ninety-one dollars and sixty-seven cents (\$91.67) for each month subject to:
 - a) an employee having worked ten (10) days in each month; and
 - b) an employee having worked twenty-four **(24)** consecutive months.

The Vacation Travel Allowance in subsequent years shall be paid by the end of each calendar year.

- (iii) When an employee who is eligible to receive a Vacation Travel Allowance described in Article 29.13 (ii) terminates, the Vacation Travel Allowance will be prorated in the amount of ninety-one dollars and sixty-seven cents (\$91.67) per month for each completed month of service in which ten (10) days are worked, the months to be accumulated from the last payment of Vacation Travel Allowance.
- (iv) It is agreed and understood the above shall apply only to those employees entitled to receive the Vacation Travel Allowance pursuant to the current Collective Agreement.

29.14 Vacation Travel Time

An employee shall receive thirty-two (32) hours leave with pay once each vacation year for the purpose of travel when taking his annual vacation, provided he liquidates at least forty (40) hours of vacation leave. These travel days are not be accumulated from year to year unless the employee is prohibited by the Employer from taking his vacation in any vacation year. For employees hired part way through the year, this shall be prorated in the first year based on the number of months they have worked and providing this exceeds six months of employment. In the first year, if an employee has not completed the probationary period, there shall be no vacation travel days allotted and, as such, no carry over of vacation travel days. For any employee to carry over his travel days, he must apply to the Senior Administrative Officer or his designate to have the days carried over and in doing so, show that he was operationally unable to take vacation at any time throughout the vacation year.

ARTICLE 30 – SICK LEAVE

- 30.01 A permanent employee shall earn sick leave credits at the rate of ten (10) hours for each calendar month for which he earns pay for at least ten (10) days.
- 30.02 Sick leave accumulated by a permanent employee prior to the signing of this agreement shall remain as a credit to the permanent employee.
- 30.03 Provided that the necessary credits have been accumulated, a permanent employee is eligible for sick leave with pay when he is unable to perform his duties because of illness or injury:
 - (i) permanent employees shall receive one hundred (100%) percent of their straight-time rate of pay for each day of illness or injury. In the event that the period of illness or injury exceeds three (3) working shifts, the employee shall provide the Employer with a certificate signed by a medical practitioner.
- 30.04 The actual number of hours missed on account of illness or injury shall be charged as sick leave to the employee's credits.

- 30.05 An employee is not eligible for sick leave with pay during any period in which he is on leave of absence or under suspension.
- 30.06 Where a permanent employee has insufficient or no credits to cover the granting of sick leave with pay under the provision of Article 30.03, at the discretion of the Employer, he shall be granted sick leave credits in advance to a limit of fifteen (15) days, which shall be charged against future credits earned.
- 30.07 Sick leave earned under Article 30.01 and not used by an employee shall be accumulated from year to year.
- 30.08 (a) A permanent employee may receive up to ten (10) days sick leave with pay when a spouse, dependent member of the family or a relative permanently residing in the employee's household becomes terminally ill provided that a medical certificate attesting to such illness is delivered to his Department Head. Such leave shall not be unreasonably denied.
- (b) A permanent employee may receive up to seven (7) days sick leave when a member of the permanent employee's immediate family, who does not reside with the employee, becomes terminally ill and the employee is required to attend to the immediate family member, provided that a medical certificate attesting to the illness being terminal is delivered to the Employer. In the event that the employee must travel to attend to the immediate family member, the employee is entitled to additional sick leave to a maximum of three (3) days for travel. A permanent employee may only be entitled to sick leave under this Clause once for each member of the employee's immediate family. Such leave shall not be unreasonably denied.
- 30.09 Employees shall apply for long term disability benefits as soon as they are eligible to do so. Denial of such benefits shall not affect rights under this article. The employer shall notify the employee of such eligibility.

ARTICLE 31 – SPECIAL LEAVE

31.01 Marriage Leave

After the completion of one year's continuous employment, a permanent employee who gives the Employer at least twenty (20) days notice shall be granted Special Leave, with pay for a period of up to forty (40) hours for the purpose of getting married.

31.02 Bereavement Leave

- (a) Where a member of a permanent employee's immediate family dies, or a permanent employee's foster child dies, provided the employee attends the funeral, he shall be entitled to leave with pay for a period of up to sixty-four (64) hours.

- (b) An employee is entitled to leave with pay, up to a maximum of one (1) working shift, in the event of the death of the employee's son-in-law, daughter-in-law, brother-in-law, or sister-in-law to attend the funeral. In the event the employee must travel to attend the funeral, the employee is entitled to leave with pay to a maximum of twenty-four (24) additional hours for travel.
- (c) Upon the request of the employer, the employee shall provide the employer with proof of death where the death occurs outside of Yellowknife.

31.03 Illness in the Family

A permanent employee may receive up to fifty-six (56) hours of leave with pay per year when a spouse (including common-law), dependent member of the family or a relative permanently residing in the employee's household or with whom the employee permanently resides becomes ill, provided that a medical certificate attesting to such illness is delivered to the Senior Administrative officer. Such leave shall not be unreasonably denied.

31.04 Leave for Birth or Adoption

An employee shall be granted special leave with pay up to a maximum of two (2) working shifts on the occasion of the birth or adoption of his child. This leave may be divided into two parts and taken on separate days.

ARTICLE 32 – OTHER TYPES OF LEAVE

32.01 Court Leave

Leave with pay shall be granted to every employee who is required to attend jury selection or to serve on a jury or by subpoena or summons attend as a witness in any proceeding held as authorized by law, provided that any fee received for loss of wages shall be reimbursed to the Employer.

32.02 Injury-on-Duty Leave

A permanent employee shall be granted Injury-on-Duty leave with pay for such reasonable periods as may be determined by the Employer, where it is determined by the Workers Safety & Compensation Commission that he is unable to perform his duties because of:

- (a) personal injury accidentally received in the performance of his duties and not caused by the employee's willful misconduct;
- (b) sickness, resulting from the nature of his employment; or
- (c) over-exposure to radioactivity or other hazardous conditions in the course of his employment.

if the employee agrees to pay the Employer any amount received by him for loss of wages in settlement of any claim he may have in respect of such injury or sickness.

32.03 Maternity Leave

- (a) Subject to 32.03 (b) an employee who becomes pregnant shall:
 - (i) Notify the Employer of her pregnancy at least fifteen (15) weeks prior to the expected date of termination of her pregnancy; and
 - (ii) be granted leave of absence without pay, commencing no sooner than eleven (11) weeks before the expected date of termination of her pregnancy and ending not later than twenty-four **(24)** weeks after the date of termination of her pregnancy.
 - (iii) The total period of maternity leave shall not exceed twenty-four **(24)** weeks.
- (b) At the request of an employee, the Employer may vary the time specified in 32.03(a) provided that the employee submits the written approval of a qualified medical practitioner.
- (c) Upon conclusion of maternity leave without pay, the employee shall be reinstated into the position occupied by her at the time she commenced maternity leave, or in a comparable position with not less than the same wages and benefits, and her employment after the termination of maternity leave shall be deemed to be continuous with employment before the commencement of that leave.
- (d) If an employee elects to maintain coverage for Extended Health Care Plan, Long Term Disability, Life and Accidental Death, Disease and Dismemberment, the Employer will pay the Employer's portions of those benefits that are cost shared with employees.
- (e) An employee who has been continuously employed for six (6) months, who has applied for maternity leave, and who provides the Employer with proof that she is in receipt of Employment Insurance benefits shall be entitled to a maternity leave allowance.
- (f) Maternity leave allowance payments will consist of:
 - (i) For two (2) weeks, ninety-three (93%) percent of the employee's weekly rate of pay;
 - (ii) for up to an additional fifteen (15) weeks, a payment equal to the difference between ninety-three (93%) percent of the employee's weekly rate of pay and the amount of Employment Insurance benefits being received by the employee. During this period the employee shall also be entitled to the Housing Allowance and Registered Retirement Savings/Pension Plan.

- (iii) Where an employee becomes eligible for a pay increase or an economic increase in the period in which the employee was in receipt of maternity leave allowance, the payments shall be adjusted accordingly.
- (g) An employee receiving maternity leave allowance payments shall sign a certificate stating that she will return to work and remain in the Employer's employ for a period of at least six (6) months after the expiry of her maternity leave, and that she will return to work immediately following the expiry of her maternity leave, unless this date is modified with the Employer's consent.
- (h) Should the employee fail to return to work in accordance with Article 32.03 (f), except by reason of death, disability or lay off, the employee recognizes that she is indebted to the Employer for the total amount of maternity leave allowances. Should the employee not remain in the Employer's employ for a period of at least six (6) months following the expiry of her maternity leave, the employee recognizes that she is indebted to the Employer for a prorated portion of her maternity leave allowance, based upon the number of months she has remained in the Employer's employ.

32.04 Parental Leave without Pay

- (a) Where an employee has or will have the actual care and custody of his/her newborn child; or where an employee commences proceedings to adopt a child who is below the age of majority or obtains an order for the adoption of a child who is below the age of majority; and where in any case the child had not previously been residing with the employee, the employee shall be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks. The leave shall be taken during the fifty-two (52) week period immediately following the day the child is born, or in the case of adoption, within the fifty-two (52) week period from the date the child comes into the employee's care and custody.
- (b) Employment after the termination of parental leave shall be deemed to be continuous with employment before the commencement of that leave.
- (c) Parental leave utilized by an employee-couple shall not exceed a total of thirty-seven (37) weeks for both employees combined.
- (d) Parental leave utilized by an employee-couple in conjunction with maternity leave shall not exceed a total of fifty-two (52) weeks for both employees combined.
- (e) Parental leave taken by an employee in conjunction with maternity leave shall be taken immediately after the termination of the maternity leave and the duration of both periods of leave shall not exceed fifty-two (52) weeks of leave.

Adoption

- (f) An employee who:
 - (i) has been continuously employed for six (6) months;

- (ii) commences proceedings to adopt a child who is below the age of majority or obtains an order for the adoption of a child who is below the age of majority or where in any case the child had not previously been residing with the employee;
 - (iii) has applied for parental leave without pay; and
 - (iv) provides the Employer with proof that he/she is in receipt of Employment Insurance benefits;
- shall be entitled to a parental leave allowance.
- (g) Parental leave allowance payments will consist of:
- (i) for two (2) weeks, ninety-three (93%) percent of the employee's weekly rate of pay;
 - (ii) for up to an additional ten (10) weeks, a payment equal to the difference between ninety-three (93%) percent of the employee's weekly rate of pay and the amount of Employment Insurance benefits being received by the employee. During this period the employee shall also be entitled to a Housing Allowance and Registered Retirement Savings/Pension Plan.
 - (iii) Where an employee becomes eligible for a pay increase or an economic increase in the period in which the employee was in receipt of parental leave allowance, the payments shall be adjusted accordingly.
- (h) An employee receiving parental leave allowance payments shall sign a certificate stating that she/he will return to work and remain in the Employer's employ for a period of at least six **(6)** months after the expiry of his/her parental leave, and that she/he will return to work immediately following the expiry of his/her parental leave, unless this date is modified with the Employer's consent.
- (i) Should the employee fail to return to work in accordance with Article 32.04 (h), except by reason of death, disability or lay off, the employee recognizes that he/she is indebted to the Employer for the total amount of parental leave allowance. Should the employee not remain in the Employer's employ for a period of at least six **(6)** months following the expiry of his/her parental leave, the employee recognizes that he/she is indebted to the Employer for a prorated portion of his/her parental leave allowance, based upon the number of months he/she has remained in the Employer's employ.

32.05 Leave With or Without Pay

At its discretion, the Employer may grant leave with or without pay for any purpose.

ARTICLE 33 – LIFE, ACCIDENTAL DEATH, DISEASE & DISMEMBERMENT, LONG TERM DISABILITY, EXTENDED HEALTH AND DENTAL INSURANCE PLANS

33.01 Life, Accidental Death, Disease & Dismemberment and Long Term Disability

The Public Service Alliance of Canada and the Employer agree on the provisions of a Group Life, Accidental Death, Disease and Dismemberment, and Long Term Disability Insurance Plan. The Plan is to be cost-shared between the Employer and employees with the Employer contributing 50% and the employees contributing 50% of the total cost. The employee's contribution shall be used to pay 100% of the cost of the Long Term Disability premium and secondly to contribute to the cost of the Group Life and Accidental Death, Disease and Dismemberment premiums.

33.02 Extended Health Care Plan

The Employer agrees to continue to provide an Extended Health Care Plan, including prescription drug coverage and vision care coverage for all permanent employees. The plan is to be cost shared between the employer and employees, with the Employer contributing 50% of the premium.

33.03 Dental Plan

The Employer agrees to provide a dental plan. Employees and their dependents will be eligible for coverage following six (6) months of continuous service with the Employer. The employee premiums for dental plan coverage shall be 25% and the Employer premium shall be 75% of the monthly premiums.

ARTICLE 34 – HOUSING ALLOWANCE

34.01 Housing Allowance

A permanent employee shall receive a monthly housing allowance of one hundred and sixteen dollars and sixty seven cents (\$116.67) for each calendar month in which the employee earns pay for at least ten (10) days. If a permanent employee chooses not to accept the monthly housing allowance, then he must so indicate, annually each January, in writing, to the Employer.

ARTICLE 35 – EMPLOYEE-OWNED MOTOR VEHICLE

35.01 If an employee is required to use his own motor vehicle on any Employer business, he shall be entitled to a vehicle mileage allowance as per the Employer's travel policy.

ARTICLE 36 – DISCIPLINE

- 36.01 The Employer shall only discipline employees for just cause. When an employee is disciplined and any documentation relating to that discipline is placed on the employee's personnel file, such documentation shall be destroyed after two (2) years from the date of disciplinary action, provided that no further disciplinary action has been recorded during this period.
- 36.02 When an employee is required to attend a meeting where discipline is to be applied, or attend any meeting with two or more representatives of the Employer which may give rise to discipline, the Employee is entitled to have, at his request, a representative of the Union present. The Employee will be provided with 24 hours notice of this meeting.

ARTICLE 37 – REGISTERED RETIREMENT SAVINGS/PENSION PLAN

- 37.01 The Employer agrees to contribute 7% of basic salary as per Appendix A which shall be matched by an employee covered by the plan to the existing Registered Retirement Savings Plan (RRSP). The Employer's portion shall vest immediately. In other words, if an employee in the plan leaves the Employer's employ at any time, he shall be entitled to the Employer's contribution.
- 37.02 Employees employed prior to January 1, 2011, have a one time option to continue with the current provisions of the RRSP.
- 37.03 Effective January 1, 2011, all new employees hired shall participate in the Northern Employees Benefits Services (NEBS) Pension Plan instead of the existing RRSP. The NEBS Pension Plan Administrator is responsible for making all determinations under the plan, including determination with respect to contributions, eligibility and entitlement to benefits.

ARTICLE 38 - SEXUAL HARASSMENT

- 38.01 The City of Yellowknife is committed to promoting a work environment which is free from sexual harassment. Every employee has the right to freedom from harassment in the work place because of sex by his employer or agent of the employer or by another employee.
- 38.02 Sexual harassment is defined as any conduct, gesture or contact of a sexual nature that:
- (a) is likely to cause offense or humiliation; or

(b) might on reasonable grounds, be perceived by an employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.

38.03 A grievance under this Article may be initiated at any step of the grievance procedure. A grievance under this Article will be handled with all possible confidentiality and dispatch.

38.04 The Employer agrees to provide a harassment in the workplace policy.

ARTICLE 39 - CARIBOU CARNIVAL

39.01 When the employer provides employees in the bargaining unit who are scheduled to work time off with pay to celebrate during Caribou Carnival, those employees who are unable to take advantage of the time off because of operational requirements shall be granted equivalent time off at a time mutually agreed between the employee and his supervisor, or pay in lieu at straight time rates.

ARTICLE 40 – CLOTHING AND FOOTWEAR ALLOWANCE

40.01 An employee shall receive an annual allowance of \$400 for purchasing additional clothing not provided by the Employer and footwear (excluding snowmobile boots) that meets the Employer's uniform standards, payable on their anniversary date each year.

ARTICLE 41 – PARKING ALLOWANCE

41.01 A permanent employee who is required to take an Employer vehicle home and who has an available plug-in to use for the vehicle, shall receive a daily parking allowance of six (\$6.00) dollars for each day he/she is designated as being on standby between November 1st and March 31st. The employee is to indicate this on the timesheet for the applicable pay period.

ARTICLE 42 – PART-TIME, TERM AND STUDENT EMPLOYEES

42.01 Term

A term employee means a person employed on a temporary basis for a specific purpose, not exceeding twelve (12) months unless the parties agree otherwise.

A term employee shall be entitled to all of the provisions of the Collective Agreement from the first day of employment, subject to length of employment, except for the provisions of the following:

Article 27 – Severance Pay

Article 37 – RRSP (Pension– subject to Plan Administrator rules)

Benefit plan coverage is subject to the terms of the specific plan as determined by the Plan Administrator.

42.02 Permanent Part-Time Employees

Any employee hired on a permanent part-time basis where the hours of work are twenty (20) or more per week but less than forty hours per week, shall be entitled to all the provisions of this Collective Agreement but on a pro-rated basis. All benefits and entitlements are to be pro-rated and reduced to the same proportion that their normal hours of work bear to the normal hours of work of permanent full-time employees.

42.03 Student Employees

- (a) Full-time student employees' terms of employment shall not exceed four (4) months.
- (b) Notwithstanding (a) above, in exceptional or unusual circumstances, a full-time student employee's term of employment may be extended beyond four (4) months by mutual consent between the Employer and the Union.

- (c) A student employee shall be entitled to the provisions of this Collective Agreement except as follows:

Article 15 – Seniority

Article 20 – Job Security, Lay-off and Recall to Service

Article 27 – Severance Pay

Article 28 – Designated Paid Holidays– unless they have worked 30 days in the previous twelve months.

Article 29 – Vacation Leave except as follows: A student employee shall receive vacation pay at the rate of four percent (4%) of accumulated earnings upon separation from the Employer.

Article 30 – Sick Leave

Article 31 – Special Leave

Article 32 – Other Types of Leave

Article 33 – Life, ADD&D, LTD, Extended Health and Dental Insurance Plans

Article 34 – Housing Allowance

Article 37 – RRSP/Pension Plan

- (d) Student employees shall be entitled to a maximum of two (2) days leave without pay for the purpose of sick leave during their term of employment.
- (e) A student employee shall be paid at 80% of the B1 rate of whichever classification he is performing.

ARTICLE 43 – COOLING OFF PERIOD

- 43.01 An employee may, within twenty-four (24) hours of resigning, withdraw such resignation. The Employer will not process a resignation until twenty-four (24) hours have elapsed. An employee shall take advantage of this Article only once during the term of the Collective Agreement

ARTICLE 44 - LEGAL AID

- 44.01 All expenses and costs with respect to any civil or criminal action taken against or in respect of an employee's actions while engaged in his lawful duties as an employee will be paid by the Employer.

ARTICLE 45 - AGREEMENT RE-OPENER

- 45.01 This Agreement, other than its term, may be amended by mutual consent.

ARTICLE 46 - DURATION AND RENEWAL

- 46.01 (a) The term of this Agreement shall be from January 1, 2011, to December 31, 2013.
- (b) The salary schedules shall take effect from the dates specified in the schedules.
- (c) All other provisions of this Agreement take effect on the date of ratification, unless another date is expressly stated.
- 46.02 Either party may, by written notice, no more than one hundred and twenty (120) calendar days prior to the expiry date of this Agreement, require the other party to commence bargaining for the purpose of renewing or revising the Agreement or entering into a new Agreement.
- 46.03 Where notice to bargain has been given under Clause 45.02, the parties shall meet and either commence to bargain or set a date thereof within thirty (30) calendar days of such notice.

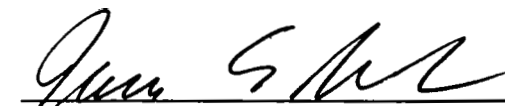
Signed this 21st day of February A.D., 2011

THE CITY OF YELLOWKNIFE

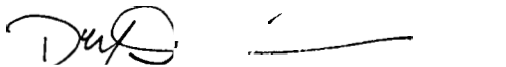
**THE PUBLIC SERVICE ALLIANCE
OF CANADA**



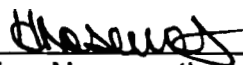
Marie Couturier
Negotiator



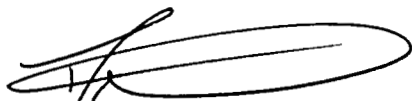
Jim Brehman
/Negotiator



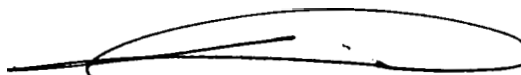
Dennis Marchiori
Director, Public Safety



Heather Noseworthy
Member, Local



Doug Giffard
Manager, Municipal Enforcement



Kerry Nicholson
Member, Local



Cathy Tumoth
Human Resources Officer



Jean François Des Lauriers
Regional Executive Vice President,
PSAC

APPENDIX A

Rates of Pay

Municipal Enforcement Officer II

		January 1, 2011 3%	January 1, 2012 3%	January 1, 2013 3%
B1	Annual	56,912.32	58,619.69	60,378.28
	Bi-weekly	2,181.55	2,247.00	2,314.41
	Hourly	27.27	28.09	28.93
B2	Annual	59,703.77	61,494.88	63,339.73
	Bi-weekly	2,288.55	2,357.21	2,427.93
	Hourly	28.61	29.47	30.35
B3	Annual	62,487.54	64,362.17	66,293.04
	Bi-weekly	2,395.26	2,467.12	2,541.13
	Hourly	29.94	30.84	31.76
B4	Annual	65,277.44	67,235.76	69,252.83
	Bi-weekly	2,502.20	2,577.27	2,654.59
	Hourly	31.28	32.22	33.18
B5	Annual	68,073.55	70,115.76	72,219.23
	Bi-weekly	2,609.38	2,687.66	2,768.29
	Hourly	32.62	33.60	34.60

Municipal Enforcement Officer I

		January 1, 2011 3%	January 1, 2012 3%	January 1, 2013 3%
B1	Annual	48,375.47	49,826.73	51,321.53
	Bi-weekly	1,854.32	1,909.95	1,967.25
	Hourly	23.18	23.87	24.59
B2	Annual	50,748.21	52,270.66	53,838.78
	Bi-weekly	1,945.27	2,003.63	2,063.74
	Hourly	24.32	25.05	25.80
B3	Annual	53,114.40	54,707.83	56,349.06
	Bi-weekly	2,035.97	2,097.05	2,159.96
	Hourly	25.45	26.21	27.00
B4	Annual	55,485.83	57,150.40	58,864.91
	Bi-weekly	2,126.87	2,190.68	2,256.40
	Hourly	26.59	27.38	28.20
B5	Annual	57,862.53	59,598.41	61,386.36
	Bi-weekly	2,217.97	2,284.51	2,353.05
	Hourly	27.72	28.56	29.41

Students: Any employee hired as a student will be hired at 80% of the B1 rate, of whichever position he/she is performing (Officer II or I) per Article 42.03.

APPENDIX B – 12 HOUR SHIFT AGREEMENT

- (a) The 12 Hour Shift Agreement may be canceled by the Employer provided that sixty (60) days written notice is given to the employees. The Employer shall not serve a termination notice without prior discussions of the reasons for the termination being held.
- (b) The normal hours of work shall consist of three twelve hour days and two ten hour days then four days off followed by three twelve hour days and two ten hour days then five days off, and finally, four twelve hour days then five days off. An Officer shall average 40 hours per week over an eight week period. An Officer working days or nights cannot take a ten hour day at the beginning of a morning shift nor can an Officer scheduled for a night shift take a ten hour day at the end of the night shift; however, each officer can determine when he/she takes these ten hour days while on a shift rotation if operational requirements permit. Notwithstanding anything in this Agreement, an Officer's scheduled hours of work shall not be construed as guaranteeing the minimum hours of work and subject to operational requirements of the Employer, may be changed as required.
- (c) Each Officer will be entitled to a forty-five (45) minute paid lunch break and three (3), fifteen (15) minute rest breaks per shift. Officers will be available to respond to calls during this period.
- (d) Shift premium will apply as per the current Collective Agreement.
- (e) Vacation Leave, Sick Leave, Special Leave and Other Types of Leave will be in accordance with the current Collective Agreement except for the use of the ratio one and one-half (1 ½) days to one (1) shift for calculations of liquidating leave (i.e. one (1) shift equals one and one-half (1 ½) days leave).
- (f) With respect to designated holidays:
 - all employees will receive eleven and one-half (11 ½) hours pay at the straight time rate for each designated holiday, except;
 - (i) if an Officer's regular shift falls on a holiday and he works such a shift, he shall be entitled to receive an additional one and one-half (1 ½) times his regular pay. (This means the Officer will receive a total of ten or twelve (10/12) hours, depending on which shift, at the straight time rate of pay and ten or twelve (10/12) hours, depending on which shift, at time and one-half;
 - (ii) if a designated holiday falls on a scheduled day of rest, the holiday shall not be moved to the next working day; and
 - (iii) if a designated holiday falls upon a regularly scheduled shift and the Officer is on annual leave, it shall count as a day of annual leave.

(g) With respect to overtime:

- i) all overtime must be authorized prior to commencement of the overtime in order for overtime rates to be in effect;
- ii) an Officer is entitled to authorized overtime compensation for each period of fifteen (15) minutes worked by him in excess of the hours scheduled for that day at one and one-half (1 ½) times his straight time rate of pay, and
- iii) an Officer who is requested to work on his regularly scheduled day of rest shall be paid one and one-half (1 ½) times his straight time rate of pay for all hours worked.

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