

## ALPHABETICAL INDEX

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<u>SUBJECT</u>	<u>ARTICLE</u>	<u>CLAUSE</u>	<u>PAGE</u>
Accumulation of Vacation Leave		18.01	19
Acting Pay		24.04	43
Adjustment of Disputes	37		59
Adoption Leave Without Pay		21.05	35
Advance of Credits (Special Leave)		19.05	28
Application of Salary Review Date		24.10	46
Appointment of Representatives	11		10
Apprentices	A10		121
Arbitration		37.20	62
Arctic College Instructors	A11		122
Call Back Pay	26		48
Carry-Over Provisions (Vacation Leave Credits)		18.04	21
Casual Employees	A7		116
Casual Leave		19.06	28
Check Off	13		13
Civil Liability	49		101
Classification	36		57
Classification Abbreviations	B		142
Classroom Assistants	A6		113
Community Adult Education Instructors	A8		117
Commuting Allowance	28		49
Conflict of Provisions		5.03	8
Contracting Out	38		64
Cooks	A3		108
Corrections Officers	A2		106
Court Leave		21.01	32
Court Reporters - Hours of Work and Other Terms and Conditions of Employment	A4		109
Dental Plan			168
Designated Paid Holidays		16.01	16
Discrimination		3.02	7
Dormitory Supervisors in School Hostels			
- Conditions of Work	A5		109
Duration and Renewal	52		103
Duty Travel	45		88

GNWT Collective Agreement

<u>SUBJECT</u>	<u>ARTICLE</u>	<u>CLAUSE</u>	<u>PAGE</u>
Educational Leave	47		97
Emergency Leave		21.04	35
Employee Performance Review and Employee Files	35		56
Employer Directives	9		9
Food Purchasing and Transportation Assistance	44	17.05	86
Furlough Leave		5.02	18
Future Legislation			8
Granting of Vacation Leave		18.02	19
Grievance Procedures	37		59
Headquarters Travel		45.20	95
Holiday Falling on a Day of Rest		16.03	17
Home Management Development Officers	A8		117
Hospital Employees (Government)	A12		132
Hours of Work - General		22.01	37
Information	14		14
Injury on Duty Leave		21.02	33
Instructors' Pay Grid	B4		160
Interpretation and Definitions	2		1
Job Description	34		55
Pay-Off	33		54
Leave - General	17		18
Leave when Employment Terminates		18.07	21
Managerial Responsibilities	7		9
Maternity Leave		21.03	33
Memorandum of Agreement (Group Insurance)			165
Memorandum of Understanding (Criteria for Exclusion) Mutual Discussions		51.02	169
			102
Outside Employment	8		9
Overtime	23		40
Part-Time Employees		4.02	7
Pay for Travel on Behalf of Employer	24		42
Performance Increment	31		51
Revision of Bulletin Board Space and Other Facilities		24.09	45
Waiver of Agreement	15		15
	1		1
Quarantine		19.07	28

<u>SUBJECT</u>	<u>ARTICLE</u>	<u>CLAUSE</u>	<u>PL</u>
Recall from Vacation Leave	3	18.05	21
Recognition			7
Removal Expenses on Initial Appointment and Subsequent Moves as an Employee	43	51.01	8C
Re-Opener of Agreement	25		10C
Reporting Pay	8		47
Restriction on Outside Employment			5
Right to Know (Hazard Identification)		40.03	65
Right to Refuse Dangerous Work		40.02	65
Safety and Health	40		65
Salary Increases		24.05	43
Salary Schedules	B		143
Settlement Allowances	41		71
Severance Pay	32		52
Sexual Harassment	50		102
Shift Premium	27		48
Shift Work		22.03	38
Short Term Leave for Training Purposes	48		100
Sick Leave	20		29
Special Leave	19		26
Standby	29		49
Statement of Duties	34		55
State Security		5.01	8
Statutory Holidays	16		16
Strikes and Lockouts	6		8
Superannuation	39		65
Technological Change	30		50
Time-Off for Union Business	12		118
Trades	A9		118
Transportation Assistance			
- Initial Employment	43		80
- Transfers	43		80
- Termination of Employment	42		76
Transportation to a Medical Centre		20.09	30
Travel by Privately Owned Aircraft		45.16	94
Travel by Privately Owned Car		45.10	92
Travel Time (Annual Leave)		18.10	24
Travel Time (Medical)		20.10	32
Ultimate Removal Assistance	42		76
Uniforms and Protective Clothing	46		96
Union Access to Employer Premises	10		10
Union Dues	13		13
Vacation Leave	18		19
Vacation Travel Assistance		18.09	22
Wildlife Officer	A1		106
Winter Bonus Days		18.13	25
Work on a Designated Paid Holiday		16.05	17



NUMERICAL INDEX

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
1	Purpose of Agreement	1
** 2	Interpretation and Definitions	1
** 3	Recognition	7
4	Application	7
5	State Security	8
** 6	Strikes and Lockouts	8
7	Managerial Responsibilities	9
8	Restriction on Outside Employment	9
** 9	Employer Directives	9
10	Union Access to Employer Premises	10
**11	Appointment of Representatives	10
**12	Time-Off for Union Business	10
13	Check Off	13
**14	Information	14
**15	Provision of Bulletin Board Space	15
**16	Designated Paid Holidays	16
**17	Leave - General	18
**18	Vacation Leave	19
**19	Special Leave	26
**20	Sick Leave	29
**21	Other Types of Leave	32
**22	Hours of Work - General	37
23	Overtime	40
**24	Pay	42
25	Reporting Pay	47
26	Call-Back Pay	48
**27	Shift Premium	48
28	Commuting Allowances	49
**29	Standby	49
**30	Technological Change	50
31	Pay for Travel on Behalf of Employer	51
32	Severance Pay	52
33	Lay-Off	54
34	Statement of Duties	55
35	Employee Performance Review and Employee Files	56
36	Classification	57
**37	Adjustment of Disputes	59
38	Contracting Out	64
39	Superannuation	65
**40	Safety and Health	65
**41	Settlement Allowances	71
42	Ultimate Removal Assistance	76
43	Removal Expenses on Initial Appointment and Subsequent Moves as an Employee	80
44	Food Purchasing and Transportation Assistance	85
**45	Duty Travel	88
46	Uniform and Protective Clothing	96
47	Educational Leave	97

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
48	Short Term Leave for Training Purposes	100
49	Civil Liability	101
50	Sexual Harassment	102
51	Re-Opener of Agreement and Mutual Discussions	103
52	Duration and Renewal	103

#### APPENDIX A

A1	Wildlife Officers	106
A2	Corrections Officers	106
A3	Cooks	108
A4	Court Reporters - Hours of Work and Other Terms and Conditions of Employment	109
A5	Conditions of Work, Dormitory Supervisors in School Hostels	109
A6	Classroom Assistants	113
**A7	Casual Employees	116
**A8	Community Adult Education Instructors, Home Management Development Officers	117
**A9	Trades	118
A10	Apprentices	121
**A11	Arctic College Instructors	122
**A12	Government Hospital Employees	132

#### APPENDIX B

**B1	Classification Abbreviations	143
**B2	Hours of Work Salary Schedule	145
**B3	Hours of Work Salary Schedule	148
**B4	Hours of Work Salary Schedule	150
	Hours of Work Salary Schedule	154
	Hours of Work Salary Schedule	156
	Hours of Work Salary Schedule	158
	Hours of Work Salary Schedule	160
	Hours of Work Salary Schedule	160
	Instructors' Pay Grid	160
	Memorandum of Agreement (Group Insurance)	166
	Dental Plan	169
	Memorandum of Understanding (Criteria for Exclusion)	170

\*\*Denotes change from previous Agreement.

ARTICLE 1PURPOSE OF AGREEMENT

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

ARTICLE 2INTERPRETATION AND DEFINITIONS

- 2.01 For the purpose of this Agreement:
- (a) "Alliance" means the Public Service Alliance of Canada.
  - (b) "Allowance" means compensation payable to an employee in addition to his/her regular remuneration payable for the performance of the duties of his/her position.
  - (c)\*\*"Union" means Union of Northern Workers.
  - (d) "Bargaining Unit" means every employee in the Public Service excepting only those persons who are employed by the Government of the Northwest Territories as a teacher or who are employed in a managerial or confidential capacity.
  - (e) "Casual Employee" means a person employed by the Employer for work of a temporary nature.
  - (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, publicly represented that person to be their spouse, and lives and intends to continue to live with that spouse as if that person were their spouse.

- (g) (i) "Continuous Employment" and "Continuous Service" means:
- (1)\*\* uninterrupted employment with the Government of the Northwest Territories;
- (2)\*\* prior service in the Public Service of the Government of Canada providing an employee was recruited or transferred from the Public Service prior to June 20, 1972, or providing he/she was recruited or transferred within three (3) months of terminating his/her previous employment with such government; except as provided in Section 35 of the Public Service Act or where a function of the Federal Government is transferred to the Northwest Territories Government;
- (3)\*\* prior service with the municipalities and hamlets of the Northwest Territories providing he/she was recruited or transferred within three (3) months of terminating his/her previous employment;
- (ii) With reference to re-appointment of a lay-off, him/her employment in the position held by him/her at the time he/she was laid off, and his/her employment in the position to which he/she is appointed shall constitute continuous employment provided the lay-off occurred subsequent to 1st April, 1970;
- (iii) Where an employee other than a casual ceases to be employed for a reason other than dismissal, abandonment of position or rejection on probation, and is re-employed within a period of three months, his/her periods of employment for purposes of superannuation, sick leave, severance pay, vacation leave and vacation travel benefits shall be considered as continuous employment in the Public Service.
- (h) "Day of Rest" in relation to an employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of his/her position other than by reason of his/her being on leave of absence.



- (i) "Demotion" means the appointment of an employee for reasons of misconduct, incompetence or incapacity, to a new position for which the maximum pay is less than that of his/her former position.
- (j) "Department" means a division of the Public Service designated as a Department by the Government Leader, upon the recommendation of the Executive Council.
- (k) "Department Head", "Head", "Head of Department" means the head of a department and includes the person designated by him/her so to act.
- (l)\*\* "Dependant" means a person residing with the employee who is the employee's spouse (including common-law), child, step-child, adopted child, foster child who is under twenty-one years of age and dependent on him/her for support or being twenty-one years of age or more and dependent upon him/her by reason of mental or physical infirmity or any other relative of the employee's household who is wholly dependent upon him/her for support by reason of mental or physical infirmity.
- (m) "Effects" include the furniture, household goods and equipment and personal effects of an employee and his/her dependants at the time of his/her move but does not include automobiles, boats, motorcycles, snowmobiles, trailers, animals, or foodstuffs. However, where a continuing employee is moved from one community to another within the Northwest Territories he/she may include in his/her effects all-terrain vehicles, snowmobiles and foodstuffs.
- (n) "Employee" means a member of the Bargaining Unit and includes:
- (i) a person who has not been appointed to an indeterminate position but who has been employed as a casual;
  - (ii)\*\* "professional employee" means a person employed in an area of work where there is a requirement for a highly developed or specialized body of knowledge acquired through University education or a member of a group governed or regulated by a professional body;
  - (iii) "part-time employee" means a person employed on a continuing basis for less than the standard work day, week or month; and

- (iv) "seasonal employee" means a person employed in work of a seasonal nature, which is not continuous throughout the year but recurs in successive years.

But does not include any person who:

- (v) is employed in a position confidential to the Commissioner, the Deputy Commissioner, the Executive Council or a Minister, Deputy Minister, or Chief Executive Officer of any Government Department or Agency;
- (vi) is employed as a Legal Officer;
- (vii) who has executive duties and responsibilities in relation to the development and administration of Government programs;
- (viii) whose duties include those of a personnel administrator or who has duties that cause him/her to be directly involved in the process of collective bargaining on behalf of the Employer;
- (ix) who is required by reason of his/her duties and responsibilities to deal formally on behalf of the Employer with a grievance presented in accordance with the grievance process provided for by this Agreement;
- (x) who is employed in a position confidential to any person described in subparagraph (vi), (vii), (viii) and (ix);
- (xi) who is not otherwise described in subparagraph (vii), (viii), (ix) or (x) but who, in the opinion of an arbitrator, should not be included in the Bargaining Unit by reason of his/her duties and responsibilities to the Employer.
- (o) "Employer" means the Government of the Northwest Territories as represented by the Minister of Personnel or his/her designate.
- (p) "Fiscal Year" means the period of time from April 1 in one year to March 31 in the following year.
- (q) "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.

- (r) "Headquarters" when modified by the word "employees" means the settlement in which the employee's position is located. In other contexts it may refer to the Regional Headquarters or the Governmental Headquarters in Yellowknife.
- (s) "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.
- (t) "Lay-off" means an employee whose employment has been terminated because of lack of work or because of the discontinuance of a function and who is suitable for continued employment in the Public Service.
- (u) "Leave of Absence" means absence from duty with the Employer's permission.
- (v) "Manager" means an employee responsible for planning, organizing, coordinating, directing and controlling the use of human resources, material and money.
- (w) "May" shall be regarded as permissive and "shall" and "will" as imperative.
- (x) "Membership Fees" means the fees established pursuant to the By-Laws of the Union as the fees payable by the members of the Bargaining Unit, and shall not include any initiation fee, insurance premium, or special levy.
- (y) "Overtime" means work performed by an employee in excess of or outside of his/her regularly scheduled hours of work.
- (z) "Point of Departure" means:
- (i) Montreal - for all communities in the Baffin Region.
  - Winnipeg - for all communities in the Keewatin Region.
  - Edmonton - for all communities in the Kitikmeot, Inuvik and Fort Smith Regions and Yellowknife Headquarters.
- (ii) The point of departure for each community in the above regions shall remain in effect for the term of this Collective Agreement notwithstanding any regional reorganization.

- (aa) "Probation" means a period of six (6) months from the day upon which an employee is first appointed to or promoted within the Public Service of the Northwest Territories except that for an employee first appointed to a position at Pay Level 22 or higher, it shall be a period of one (1) year. If an employee does not successfully complete his/her probationary period on transfer or promotion the Employer will make every reasonable effort to appoint him/her to a position comparable to the one from which he/she was transferred or promoted.
- (bb) "Promotion" means the appointment of an employee to a new position, the maximum rate of pay of which exceeds that of his/her former position by at least:
- (i) the minimum increment in the new position; or
  - (ii) four percent of the maximum rate of pay of the former position where the new position has only one rate of pay.
- (cc) "Public Service" means the Public Service of the Northwest Territories, as defined in the Public Service Act.
- (dd) "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/her 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/her part-time employment.
- (ee) "Representative" means an employee who has been elected or appointed as an area steward or who represents the Union at meetings with management and who is authorized to represent the Union.
- (ff) "Transfer" means the appointment of an employee to a new position, that does not constitute a promotion or demotion.

(gg) "Week" for the purposes of this Agreement shall be deemed to commence at 12:01 A.M. on Monday and terminate at midnight on Sunday.

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

(a) if defined in the Public Service Act or in the Regulations made thereunder, or in the Union of Northern Workers' Act, have the same meaning as given to them in those Acts; and,

(b) if defined in the Interpretation Act, but not defined in the Acts mentioned in paragraph (a), have the same meaning as given to them in the Interpretation Act.

2.03 Where the masculine gender is used, it shall be considered to include the feminine gender unless any provision of this Agreement otherwise specifies.

#### ARTICLE 3

##### RECOGNITION

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

##### DISCRIMINATION

3.02\*\* The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee by reason of age, sex, race, creed, colour, national origin, political or religious affiliation, by reason of Union membership or activity nor by exercising their rights under the Collective Agreement.

#### ARTICLE 4

##### APPLICATION

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

4.02 Part-time employees shall be entitled to all eligible benefits provided under this Agreement except as limited by the eligibility provisions of the Group Surgical Medical Insurance Plan, the Superannuation/Disability Insurance Plan and

the Dental Plan in the same proportion as their weekly hours of work compared to the standard work week as provided in Appendices B1, B2, B3 and B4.

#### ARTICLE 5

##### STATE SECURITY

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

##### FUTURE LEGISLATION

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

##### CONFLICT OF PROVISIONS

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

#### ARTICLE 6

##### STRIKES AND LOCKOUTS

- 6.01\*\* During the term of this Collective Agreement there shall be no lockouts by the Employer and no interruption or impeding of work, work stoppage, strike, sit-down, slow-down, or any other interference with production by any employee or employees.
- 6.02\*\* Any employee who participates in any interruption or impeding of work, work stoppage, strike, sit-down, slow-down, or any other interference with production may be disciplined by the Employer.

ARTICLE 7MANAGERIAL RESPONSIBILITIES

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

ARTICLE 8RESTRICTION ON OUTSIDE EMPLOYMENT

- 8.01 (1) When an employee wishes to carry on any business or employment outside his/her regularly scheduled hours of duty he/she shall notify the Employer in writing of the nature of such business or employment.
- (2) When the Employer desires to prohibit an employee's engagement in business or employment outside his/her regularly scheduled hours of duty such employee will be notified in writing together with the reason for withholding such permission.

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

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

ARTICLE 9EMPLOYER DIRECTIVES

- 9.01 (a)\*\* The Employer shall provide the Union with a copy of all Personnel Directives or other such instruments within thirty (30) days of issuance.
- (b)\*\* Where the Employer proposes to issue a Personnel Directive which is intended to clarify the interpretation or application of the Collective Agreement, the Employer shall consult with the Union prior to issuing the Directive.

ARTICLE 10UNION ACCESS TO EMPLOYER PREMISES

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

ARTICLE 11APPOINTMENT OF REPRESENTATIVES

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

ARTICLE 12TIME-OFF FOR UNION BUSINESSARBITRATION HEARINGS (Disputes)

- 12.01 (a) Where operational requirements permit, the Employer will grant leave with pay to a reasonable number of employees representing the Union before an Arbitration hearing;
- (b) Employee Called as a Witness
- The Employer will grant leave with pay to an employee called as a witness before an Arbitration hearing and where operational requirements permit, leave with pay to an employee called as a witness by the Union.

ARBITRATION HEARING (Grievance)

- 12.02 (a) The Employer will grant leave with pay to an employee who is a party to the grievance which is before an Arbitration Board.



(b) Employee Who Acts as a Representative

Where operational requirements permit, the Employer will grant leave with pay to the Representative of an employee who is a party to the grievance.

(c) Employee Called as a Witness

Where operational requirements permit, the Employer will grant leave with pay to a witness called by an employee who is a party to the grievance.

CONTRACT NEGOTIATIONS MEETINGS

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

PREPARATORY CONTRACT NEGOTIATIONS MEETINGS

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

MEETINGS BETWEEN EMPLOYEE ORGANIZATIONS AND MANAGEMENT

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

EMPLOYEE ORGANIZATION, EXECUTIVE COUNCIL MEETINGS, CONGRESS AND CONVENTIONS

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

REPRESENTATIVES TRAINING COURSE

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

TIME OFF FOR REPRESENTATIVES

12.08\*\* (a) A Representative shall obtain the permission of his/her immediate supervisor before leaving his/her work to investigate a grievance, to meet with local management

for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld.

(b) The Representative shall make every reasonable effort to report back to his/her supervisor before resuming his/her normal duties.

(c)\*\*Where an employee and his/her Representative are involved in the process of a grievance, he/she shall be granted time off with pay.

#### LEAVE FOR ELECTED OFFICERS

12.09\*\* (a) (i) Employees elected as President, 1st Vice-President, and 2nd Vice-President of the Union shall be granted leave of absence for the term of office. During the leave of absence such employees shall maintain all accumulated rights and benefits to which they are entitled under the Collective Agreement.

(ii) Upon reasonable notification, the Employer shall grant leave without pay to a Union representative seconded for a minimum period of one week to serve as President of the Union on a temporary basis.

(b)\*\* The Employer shall continue to pay such employees their applicable salary in accordance with the terms of the Collective Agreement. Upon invoice by the G.N.W.I., the Union shall reimburse the Employer for the amounts so paid.

(c)\*\* The benefits of any group plan shall be extended to such employees and the Union will reimburse the Employer for any costs involved.

(d)\*\* Such employees shall be entitled to an increment for each year of their leave of absence to a maximum of Step Six in their pay level of their applicable salary.

(e)\*\* Such employees shall advise the Employer as soon as possible when an extension of the leave of absence is applicable due to re-election.

(f)\*\* Upon termination of their leave of absence such employees shall be offered as a minimum the position they held with the Employer in the same work site and community before they commenced the leave of absence. When such employees wish to invoke this clause of the

Collective Agreement they shall provide the Employer with a three month notice of their intent to do so.

(g)\*\* Notwithstanding Clause 12.09(f), the Employer may make an offer of employment to such employees to a position inside the Bargaining Unit should such employees bid on a competition and be the successful candidate.

12.10\*\* Upon reasonable notification, the Employer will grant leave without pay to allow the PSAC National Director of the Northern Region to perform his/her duties.

12.11\*\* The Employer shall grant time off with pay to:

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

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

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

#### ARTICLE 13

##### CHECK OFF

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

13.02 The Union shall inform the Employer in writing of the authorized deduction to be checked off for each employee within the Bargaining Unit.

13.03 For the purpose of applying Clause 13.01, deductions from pay for each employee will occur on a bi-weekly basis and will

apply to the extent that earnings are available. Where an employee does not have sufficient earnings in respect of any bi-weekly period to permit deduction, the Employer shall not be obligated to make such deductions from subsequent salary.

13.04 From the date of signing, and for the duration of this Agreement, no employee organization other than the Union shall be permitted to have membership fees deducted by the Employer from the pay of the employees in the Bargaining Unit.

13.05 The amounts deducted in accordance with Clause 13.01 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/her behalf.

13.06 The Employer agrees to continue past practice of making deductions for other purposes on the basis of the production of appropriate documentation.

13.07 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer.

13.08 The Employer agrees to identify annually on each employee's T-4 slip the total amount of Union dues deducted for the preceding year.

#### ARTICLE 14

#### INFORMATION

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

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

14.02 The Employer shall provide each employee with a copy of the Collective Agreement.

14.03 The Employer agrees to provide each new member of the Bargaining Unit with a copy of the Collective Agreement upon his/her appointment.

14.04\*\* The Employer shall provide a translated version of the Collective Agreement in one of the official languages of the Northwest Territories, as requested by an employee. In the event of any dispute concerning a proper interpretation of any provision of this Agreement the English version shall govern.

14.05 The Employer shall provide the Union with a monthly report of all positions excluded from the Bargaining Unit. This report shall include position number, position title, settlement code, and name of incumbent. In addition, the Employer shall provide the Union with a monthly report of all positions that were excluded from or included in the Bargaining Unit during that month. This report shall include position number, position title, position description, and, in the case of exclusion, the criteria.

14.06 Positions shall only be excluded from the Bargaining Unit on the basis of the criteria specified in Article 2.01 Clause (n) and interpreted in the document entitled "Exclusion from the Bargaining Unit U.N.W." in a Memorandum of Understanding dated January 13, 1978.

#### ARTICLE 15

#### PROVISION OF BULLETIN BOARD SPACE AND OTHER FACILITIES

15.01\*\* The Employer and the Union agree that it is in the interests of both parties to have an informed membership and to this end the Employer shall provide reasonable bulletin board space in each work location clearly identified for exclusive Union use for the posting of notices pertaining to elections, appointments, meeting dates, minutes of Union meetings, news items and social and recreational affairs.

15.02 The Employer may make available to the Union specific locations on the premises for the placement of bulk quantities of literature of the Alliance or of the Union.

15.03 The Employer may make available to the Union and the members of the Bargaining Unit a suitable meeting room for each local or branch to be used from time to time for the conducting of business relating to the Bargaining Unit, where suitable accommodation is not otherwise available.

15.04 (a) The Employer will process any mail originating from the Union addressed to Union officers in accordance with the Employer's normal internal mail distribution system.

(b) The Employer will process any mail originating from the Union officers and addressed to the Union head office

in Yellowknife in accordance with the Employer's normal internal mail distribution system.

- 15.05 A representative of the Union shall have the right to meet with new employees in the employee's community to make a presentation of up to 60 minutes. Employees shall be granted leave with pay to attend these meetings.

#### ARTICLE 16

##### DESIGNATED PAID HOLIDAYS

- 16.01\*\* (1) The following days are designated paid holidays for employees covered by this Collective Agreement:
- (a) New Year's Day;
  - (b) Good Friday;
  - (c) Easter Monday;
  - (d) The day fixed by proclamation of the Governor in Council for the celebration of the Birthday of the Sovereign;
  - (e)\*\* Canada Day;
  - (f) The first Monday in August, or another day fixed by Order of the Government of the Northwest Territories;
  - (g) Labour Day;
  - (h) The day fixed by Order of the Government of the Northwest Territories as a general day of Thanksgiving;
  - (i) Remembrance Day;
  - (j) Christmas Day;
  - (k) Boxing Day; and
- (1) One additional day when proclaimed by an Act of Parliament as a National Holiday.
- (2) Where the Employer agrees to provide the majority of employees in any community with time off in support of a community function, those employees who are unable to take advantage of the time off because of operational

requirements will be paid at the overtime rate for hours worked during that period.

- 16.02 Article 16.01 does not apply to an employee who is absent without pay on both the working day immediately preceding and the working day following the Designated Paid Holiday, except with the approval of the Employer or where leave has been granted under Article 12.

HOLIDAY FALLING ON A DAY OF REST

- 16.03 When a day designated as a holiday under Clause 16.01 coincides with an employee's day of rest, the holiday shall be moved to the employee's first working day following his/her day of rest.
- 16.04 When a day designated as a holiday for an employee is moved to another day under the provisions of Clause 16.03:
- (a) work performed by an employee on the day from which the holiday was moved shall be considered as work performed on a day of rest and
  - (b) work performed by an employee on the day to which the holiday was moved, shall be considered as work performed on a holiday.
- 16.05 When the Employer requires an employee to work on a Designated Paid Holiday as part of his/her regularly scheduled hours of duty or as overtime when he/she is not scheduled to work he/she shall be paid in addition to the pay that he/she would have been granted had he/she not worked on the holiday:
- (a) one and one half (1 1/2) times his/her hourly rate for the first four (4) hours worked and
  - (b) twice (2) his/her hourly rate for hours worked in excess of four (4) hours or
  - (c) an equivalent combination of cash and a day of leave at a later date convenient to both the employee and the Employer.
- 16.06 Where a day that is a designated holiday for an employee falls within a period of a leave with pay, the holiday shall not count as a day of leave.
- 16.07 At the request of the employee, and where the operational requirements of the service permit, an employee shall not be required to work both Christmas and New Year's Day.

16.08\*\* All regularly scheduled shift hours worked by employees between 5:00 P.M. December 24 and 12:01 A.M. the day following, or 5:00 P.M. December 31 and 12:01 A.M. the day following, will be paid in accordance with Clause 16.05.

#### ARTICLE 17

##### LEAVE - GENERAL

- 17.01 When the employment of an employee who has been granted more vacation, sick or special leave with pay than he/she has earned is terminated, the employee shall be considered to have earned that amount of leave with pay granted to him/her provided that:
- (a) an employee's employment is terminated by his/her death;
  - (b) an employee's employment is terminated by lay-off instituted at any time after he/she has completed one (1) or more years of continuous employment.
- 17.02 When an employee is in receipt of an extra allowance and is granted leave with pay, he/she is entitled during his/her period of leave to receive the allowance if the special or extra duties in respect of which he/she is paid the allowance were assigned to him/her on a continuing basis.
- 17.03 During the month of May in each year, the Employer shall inform each employee in the Bargaining Unit in writing of the balance of his/her special, sick and vacation leave credits as of the 31st day of March.
- 17.04 If, at the end of the fiscal year, an employee's entitlement to vacation leave with pay includes a fractional entitlement of less or more than one-half day the entitlement shall be increased as follows:
- (a) to a half day if the fractional entitlement is less than one-half day;
  - (b) to a full day if the fractional entitlement is more than one-half day.
- 17.05 An employee who, on the day that this Agreement is signed, is entitled to receive furlough leave as a result of former service in the Public Service of the Government of Canada, that is to say, five (5) weeks leave with pay upon completing twenty (20) years of continuous employment, retains his/her entitlement to furlough leave subject to the conditions respecting the granting of such leave that are in force on the day that this Agreement is signed.



17.06\*\* Any public servant who is recruited from the Public Service of Canada will receive credit for all sick leave and special leave credits earned but not taken by him/her in his/her Public Service prior to joining the Public Service of the Northwest Territories.

#### ARTICLE 18

##### VACATION LEAVE

##### ACCUMULATION OF VACATION LEAVE

- 18.01 (1) For each month of a fiscal year in which an employee receives ten days pay, he/she shall earn Vacation Leave at the following rates:
- (a) one and one-quarter (1 1/4) days each month until the month in which the anniversary of the second (2nd) year of continuous service is completed.
  - (b) one and two-thirds (1 2/3) days each month commencing in the month after completion of two (2) years of continuous service and ending in the month that fifteen (15) years of continuous service is completed.
  - (c) two and one-twelfth (2 1/12) days each month commencing in the month after completion of fifteen (15) years of continuous employment.
  - (d)\*\* Two and one-half (2 1/2) days after each month commencing the month after completion of twenty (20) years of continuous employment.
- (2) The accumulated service for part-time employees shall be counted for the improved vacation leave entitlements in paragraphs (b), (c) and (d) of section (1) of this Article.

##### GRANTING OF VACATION LEAVE

- 18.02 (1) In granting vacation leave with pay to an employee, the Employer shall make every reasonable effort:
- (a) to schedule vacation leave for all employees in the fiscal year in which it is earned;
  - (b) not to recall an employee to duty after he/she has proceeded on vacation leave;

- (c) to grant the employee his/her vacation leave during the fiscal year in which it is earned at a time specified by him/her;
- (d) to comply with any request made by an employee before January 31, that he/she be permitted to use in the following fiscal year any period of vacation leave of four (4) days or more earned by him/her in the current year;
- (e) (i) to grant the employee vacation leave for at least up to five (5) consecutive weeks depending upon his/her vacation entitlements when so requested by the employee; and
  - (ii) to grant employees their vacation leave preference and, where as between two or more employees who expressed a preference for the same period of vacation leave, length of service with the Government of the Northwest Territories will prevail;
  - (iii) where the operational requirements of the service are such that an employee is not permitted to take his/her vacation leave during the months of June to September inclusive in one fiscal year, special consideration will be given to his/her being granted his/her vacation leave during the months of June to September in the next fiscal year;
- (f) to grant the employee his/her vacation leave when specified by the employee if the period of vacation leave is less than a week, providing the employee gives the Employer reasonable advance notice.

- (2) The Employer shall reply to the request for vacation leave submitted by the employee as soon as possible after the request has been received. 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.

- 18.03 Where in respect of any period of vacation leave, an employee:
- (a) is granted special leave, when there is a death in his/her immediate family as defined in Article 19; or

- (b) is granted special leave with pay because of illness in the immediate family as defined in Article 19; or
  - (c) is granted sick leave on production of a medical certificate;
- the period of vacation leave so displaced shall either be added to the vacation period if requested by the employee and approved by the Employer or reinstated for use at a later date.

CARRY-OVER PROVISIONS

18.04\*\*

Employees are not 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.

RECALL FROM VACATION LEAVE

18.05

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

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

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

18.06

The employee shall not be considered as being on vacation leave during any period in respect of which he/she is entitled under Clause 18.05 to be reimbursed for reasonable expenses incurred by him/her.

LEAVE WHEN EMPLOYMENT TERMINATES

18.07

Where an employee dies or otherwise terminates his/her employment:

- (a) The employee or his/her estate shall, in lieu of earned but unused vacation leave, be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave by the daily rate

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

18.08

An employee whose employment is terminated by reason of a declaration that he/she abandoned his/her position is entitled to receive the payment referred to in Clause 18.07. If after reasonable efforts the Employer is unable to locate the employee within 6 months of termination, his/her entitlement shall lapse.

#### VACATION TRAVEL ASSISTANCE

18.09

(1) Subject to Clause 18.12, all employees travelling on vacation leave are entitled to transportation assistance once each fiscal year from their place of employment to the point of departure, or to any other destination, provided that the cost of the latter is no greater than travel to the point of departure.

(2) Notwithstanding Clause (1) above, an employee shall not receive transportation assistance under this Article during his/her first six (6) months of employment with the Government of the Northwest Territories.

(3) Subject to Clause (5) below, transportation assistance provided to employees and their dependants, if any, shall be:

(i) Where travel is by scheduled airline or chartered aircraft, the actual cost of the trip or economy class return airfare to the point of departure, whichever results in the lesser expense. Return airfare shall be calculated on the following basis:

Employee - regular economy class fare charged for an adult.

Employee's Spouse - regular economy class fare charged for an adult.

Employee's Dependent Children Under 12 - appropriate percentage of adult fare that is charged for a child.

Employee's Dependent Children 12 Years and Over - appropriate percentage of adult fare that is charged for a youth.

(ii) For employees who live in communities which are serviced by a highway system and where travel is by means other than scheduled or chartered aircraft a transportation allowance as follows:

Employee - \$235.00

Employee's Spouse - \$205.00

Employee's Dependent Children - \$ 90.00

(iii) For employees who do not live in communities which are serviced by a highway system and where travel is by means other than scheduled or chartered aircraft a transportation allowance as follows:

Employee - \$400.00

Employee's Spouse - \$350.00

Employee's Dependent Children - \$150.00

(4) (a) Employees travelling by scheduled or chartered aircraft will, upon application for travel assistance, be issued with a travel warrant, the maximum value of which will be the employee's maximum entitlement as specified in Clause (3)(i) above. The travel agent or airline company which issues airline tickets against the warrant will invoice the Employer directly. Employees will not be required to submit travel expense claims or airline ticket receipts.

(b) Employees travelling by means other than scheduled or chartered aircraft will, upon application for travel assistance, be issued with a cheque in the amount of their entitlement as specified in Clauses (3)(ii) or (3)(iii) above. The employee's signature on the application form will serve as the employee's certification that the assistance will be used for the purpose for which it was issued. No other form of accountability will be required.

- (5) This benefit shall apply to an employee's dependants where the employee has declared in a notarized statement that this benefit is not provided to the employee's dependants by the Government of the Northwest Territories or by another employer.
- (6) An employee shall not receive Vacation Travel Assistance and incoming or ultimate removal assistance in the same half of any one fiscal year unless that employee is relocated at the request of the Employer.

#### TRAVEL TIME

- 18.10 (1) Subject to Clause 18.12, every employee who is proceeding on vacation leave and who is requesting Vacation Travel Assistance shall be granted, once in each fiscal year, in addition to his/her vacation leave, subject to Clause 18.10(2), travel time with pay for the time required for the return journey between his/her normal place of work and his/her destination. The amount of travel time to which an employee is entitled is determined in the following manner:
- (i) Where the employee travels by air, his/her travel leave shall be at least one-half (1/2) day each way, or the actual travel time, whichever is greater provided the latter does not exceed the time normally required to travel by air to the employee's point of departure.
- (ii) Where the employee travels by automobile or train, his/her travel leave shall be one-half (1/2) day for each 322 km. (200 miles), or portion thereof exceeding 161 km. (100 miles). The maximum distance for which an employee may claim travel time under this provision is the road distance between his/her normal place of work and his/her point of departure.
- (iii) Where the employee travels by means other than air, train or automobile, his/her travel time shall be the time normally required to travel by air from the employee's normal place of work to his/her point of departure.
- (2) An employee's travel time entitlement will be granted within the established limit when at least an equal number of days annual leave are liquidated in conjunction with an application for travel time. In cases where a designated paid holiday falls within the

period of annual leave it shall be considered a day of liquidated leave for determining the entitlement to travel time and also for determining the entitlement to the winter bonus days described in Clause 18.13.

- (3) Notwithstanding Clause (1), an employee shall not be granted travel time under this Article during his/her first six (6) months of employment with the Government of the Northwest Territories.

#### 18.11

Employees may "split" the benefit in Clauses 18.09 and 18.10 (i.e. fly one way and drive one way) and may claim Vacation Travel Assistance and Vacation Travel Time on this basis. However, this only applies where one mode of transportation is used on the outward leg of the journey and a different mode is used on the return trip. If an employee uses more than one mode of transportation on either the outward leg of his/her journey or the inward leg, he/she shall receive assistance and travel time for that leg of his/her journey as if he/she had travelled by means other than air.

#### 18.12\*\*

Effective April 1, 1989, employees with six (6) or more years of continuous employment who live in communities which are not served by a highway system shall be entitled to Vacation Travel Assistance and Vacation Travel Time twice in each fiscal year.

Effective April 1, 1990, employees with five (5) or more years of continuous employment who live in communities which are not served by a highway system shall be entitled to Vacation Travel Assistance and Vacation Travel Time twice in each fiscal year.

#### 18.13

An employee who has requested and is granted annual leave between October 1 and March 31 of any year shall, in addition to his/her vacation leave entitlement receive one (1) day of extra leave when he/she liquidates five (5) consecutive days of annual leave within the above days; and one (1) more day when he/she liquidates at least an additional five (5) consecutive days of annual leave; and one (1) more day when he/she liquidates at least an additional five (5) consecutive days of annual leave; and one (1) more day when he/she liquidates at least an additional five (5) consecutive days of annual leave. No employee may receive more than four (4) extra days in any one fiscal year. Extra vacation leave days must be taken at the same time as annual leave. There will be no carry-over of these days.

ARTICLE 19SPECIAL LEAVECREDITS

19.01

An employee shall earn special leave credits up to a maximum of twenty-five (25) days at the following rates:

- (a) one-half (1/2) day for each calendar month in which he/she received pay for at least ten (10) days, or
- (b) one-quarter (1/4) day for each calendar month in which he/she received pay for less than ten (10) days.

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

SPECIAL LEAVE

19.02\*\*

For the purpose of this article, immediate family is defined as an employee's father, mother, brother, sister, spouse, common-law spouse, child, step-child, foster child, father-in-law, mother-in-law, grandmother, grandfather, and any relative permanently residing in the employee's household or with whom the employee presently resides.

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

- (a) when there is a death in the employee's immediate family;
- (b) when an employee is to be married.

(2) The Department Head may grant an employee special leave with pay for a period of up to five (5) consecutive working days:

- (a) (i) where a member of the immediate family becomes ill (not including childbirth) and the employee is required to care for his/her dependants or for the sick person;
- (ii) where a member of the immediate family residing outside the employee's community of residence becomes seriously ill.
- (b) where special circumstances not directly attributable to the employee prevent his/her reporting to duty, including:



- (i) serious household or domestic emergencies;
  - (ii) a general transportation tie-up caused by weather if the employee makes every reasonable effort to report for duty;
  - (iii) serious community emergencies, where the employee is required to render assistance;
- (c) in the event of the death of the employee's grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law.
- (d) in circumstances which are of general value to the Public Service, such as where the employee:
- (i) takes an examination which will improve his/her position or qualifications in the Public Service;
  - (ii) attends his/her University Convocation, if he/she has been continuously employed for at least one (1) year;
  - (iii) attends a course in civil defence training;
  - (iv) requires a medical examination for enlistment in the Armed Forces or in connection with a veteran's treatment program.
- (e) Such leave will not be unreasonably withheld.

19.03 Special leave in excess of five (5) consecutive working days for the purposes enumerated in Clause 19.02 may only be granted with the Employer's approval.

19.04 An employee shall be granted special leave with pay up to a maximum of one (1) working day on the occasion of the birth of their child. An employee shall be granted special leave with pay up to a maximum of one (1) working day on the occasion of the adoption of a child. This leave may be divided into two parts and taken on separate days. Under special circumstances the Employer may extend this period to a maximum of three (3) working days.

ADVANCE OF CREDITS

19.05 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

19.06 Employees may be granted casual leave with pay to a maximum of two (2) hours for the following purposes:

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

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

(b) Other Casual Leave

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

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

Such casual leave shall not be unreasonably denied.

QUARANTINE

19.07 Employees shall be granted special leave with pay for time lost through quarantine when the employee provides the Employer with a medical certificate to that effect.

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

19.09\*\* An employee who is regularly scheduled to work the majority of hours outside of the hours 0800 to 1700 or an employee working as a social worker, community health nurse or hospital technician and who is normally required to be on standby at least ten days per month, may use four (4) days of his/her Special Leave Credits each year at his/her discretion on adequate notice to his/her supervisor.

ARTICLE 20SICK LEAVECREDITS

- 20.01 An employee shall earn sick leave credits at the rate of one and one-quarter (1 1/4) days for each calendar month for which he/she receives pay for at least ten (10) days.
- 20.02 Subject to Clause (a) and (b) below, and to the remainder of this Article, all absences on account of illness on a normal working day (exclusive of designated holidays) shall be charged against an employee's accumulated sick leave credits.
- (a) There shall be no charge against an employee's sick leave credits when his/her absence on account of illness is less than one-half (1/2) day and the employee has been on duty for at least two (2) hours;
- (b) Where the period of absence on account of illness is at least one-half (1/2) day but less than a full day, one-half (1/2) day only shall be charged as sick leave.
- 20.03\*\* Unless otherwise informed by the Employer, an employee must sign a statement stating that because of his/her illness or injury he/she was unable to perform his/her duties:
- (a) if the period of leave requested does not exceed three (3) working days, and
- (b) if in the current fiscal year, the employee has not been granted more than nine (9) days sick leave wholly on the basis of statements signed by him.
- 20.04 An employee is required to produce a certificate from a qualified medical practitioner, certifying that such employee is unable to carry out his/her duties due to illness:
- (a) for sick leave in excess of three (3) working days;
- (b) for any additional sick leave in a fiscal year when in the same fiscal year the employee has been granted nine (9) days sick leave wholly on the basis of the statements signed by him.
- 20.05 Where leave of absence without pay is authorized for any reason, or an employee is laid-off because of lack of work, and the employee returns to work upon expiration of such leave of absence or lay-off, he/she shall earn sick leave credits

for each month in which he/she worked at least ten (10) days and shall retain any unused sick leave existing at the time of lay-off or commencement of leave without pay.

20.06 In circumstances where sick leave would be authorized but the employee has insufficient or no sick leave credits, at the discretion of the Employer, he/she shall be granted sick leave in advance to a limit of fifteen (15) days which shall be charged against future credits as earned. If the employee dies before authorized unearned sick leave has been liquidated, no recovery shall be made from the employee's estate.

20.07 An employee is not eligible for sick leave with pay for any period during which he/she is on leave of absence without pay or under suspension.

20.08 When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for a concurrent period, there shall be no charge against his/her sick leave credits for the period of concurrency.

#### TRANSPORTATION TO A MEDICAL CENTRE

20.09 (a) Where an employee or an employee's dependant is required to travel from his/her place of residence in the N.W.T. to secure medical or dental treatment, travelling expenses incurred will be reimbursed subject to the following provisions:

(i)\*\* Payment shall not exceed the cost of return transportation to the employee's point of departure or the nearest place where adequate treatment is available, whichever results in the lesser expense and twenty-one (21) days hotel accommodation and meal costs in accordance with the Duty Travel rates outlined in Article 45. In addition, required taxi or limousine charges will be reimbursed (e.g. a taxi to the airport from the employee's residence, and a hotel would constitute two (2) trips).

(ii) Where, due to inclement weather conditions, or to circumstances completely beyond an employee's control, his/her travel to the centre where treatment is to be provided is interrupted, the cost of overnight hotel accommodation enroute will be reimbursed.

(iii) Payment shall not be made unless the claim is supported by a certificate from a qualified medical or dental practitioner, as the case may

be, stating that the treatment was non-elective and required for the health of the patient, and could not be provided by the facilities or services available at the community in which the employee is resident.

- (b)\*\* In the case of employees or their dependants receiving specialized treatment, as outpatients, a maximum of thirty-eight dollars (\$38.00) per day will be reimbursed for accommodation, meals and local transportation expenses for any periods beyond twenty-one (21) days, and not to exceed thirty (30) days.
- (c) This Article will not apply to initial consultation visits for Orthodontic purposes.
- (d) (i) Where a qualified medical or dental practitioner, as the case may be, certifies that it is necessary for an employee or his/her dependant to be accompanied by some other person, upon the approval of the Employer there may be paid, in addition to the expenses previously outlined in this Article, travelling expenses of such other person not to exceed those outlined in Clause 20.09(a)(i) and (ii).
- (ii) When someone other than a medical attendant or person designated by Health and Social Services accompanies the employee or his/her dependant, where applicable, he/she shall be the spouse or the parent.
- (e) (i) In the case of an employee being the escort for a member of his/her immediate family, the employee may be granted special leave for non-elective medical evacuation only. Travel time, as defined under Clause 20.10, will not be granted for this escort duty.
- (ii) Employees acting as escorts for members of their immediate family for orthodontic or elective medical escort purposes will not be granted travel time for such escort duty. Annual leave or leave without pay will apply.
- (iii) Medical escort travel assistance for orthodontic visits will only be paid if the child is under eighteen (18) years of age.
- (f) Any travel assistance recovered by the employee under a group surgical or medical plan to which the Employer and the employee share the premium shall be repaid to

the Employer to the extent that costs for travel have been paid by the Employer under this Article.

- (g) This provision shall apply to an employee's dependants where the employee has declared in a notarized statement that this benefit is not provided to the employee's dependants by the Government of the Northwest Territories or by another employer.

#### TRAVEL TIME

20.10

Every employee who is proceeding to a medical centre under the provisions of Clause 20.09 may, with the approval of the Employer, be granted leave of absence with pay which is not to be charged against his/her sick leave credits for the lesser of three (3) days or the actual time taken to travel from his/her post to a point of departure and return.

#### ARTICLE 21

##### OTHER TYPES OF LEAVE

#### COURT LEAVE

21.01

Leave of absence with pay shall be given to every employee, other than an employee on leave of absence without pay or under suspension, who is required:

- (a) to serve on a jury and the jury selection process; or
- (b) by subpoena or summons to attend as a witness in any proceeding held:
  - (i) in or under the authority of a court of justice or before a grand jury;
  - (ii) before a court, judge, justice, magistrate, or coroner;
  - (iii) before the Senate or House of Commons of Canada, or a committee of the Senate or House of Commons, other than in the performance of the duties of his/her position;
  - (iv) before the Executive Council or Legislative Assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it;

- (v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

INJURY ON DUTY LEAVE

21.02

An employee shall be granted injury-on-duty leave with pay for such reasonable period as may be determined by the Employer where it is determined by a Workers' Compensation Board that he/she is unable to perform his/her duties because of:

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

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

MATERNITY LEAVE

21.03

- (a) (i)\*\* An employee who becomes pregnant shall notify the Employer in writing at least fifteen (15) weeks prior to the expected date of the termination of her pregnancy and, subject to Section (ii) of this Clause, shall, eleven (11) weeks before the expected date of the termination of her pregnancy be granted leave without pay for a period ending not later than twenty-six (26) weeks after the date of the termination of her pregnancy. The employee may apply to the Department of Personnel and she shall be given, within one week of application, a clear understandable information package about maternity leave requirements and benefits, including the Supplementary Unemployment Benefit Plan.

(ii) The Employer may:

- (a) upon written request from the employee, defer the commencement of maternity leave

without pay of an employee or terminate it earlier than twenty-six (26) weeks after the date of the termination of her pregnancy;

- (b) grant maternity leave without pay to an employee to commence earlier than eleven (11) weeks before the expected termination of her pregnancy;
- (c) where maternity leave without pay is requested, require an employee to submit a medical certificate certifying pregnancy.

(iii) Leave granted under this Article shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay.

- (b) (i) After completion of six (6) months continuous employment, an employee who provides the Employer with proof that she has applied for and is eligible to receive unemployment insurance benefits pursuant to Section 32, Unemployment Insurance Act, 1971, shall be paid a maternity leave allowance in accordance with the Supplementary Unemployment Benefit Plan.

(ii) An applicant under Clause 21.03(b)(i) shall sign an agreement with the Employer providing:

- (a) that she will return to work and remain in the Employer's employ for a period of at least six (6) months after her return to work;
- (b) that she will return to work on the date of the expiry of her maternity leave, unless this date is modified with the Employer's consent.

(iii)\*\*Should the employee fail to return to work, except by reason of death, disability or lay-off as per the provision of Clause 21.03 (b)(ii), the employee recognizes that she is indebted to the Employer for the amount received as Maternity allowance. Should the employee not return for the full six months, the employee's indebtedness shall be reduced on a prorated basis according to the number of months for which she received pay.



(c) In respect of the period of maternity leave, payments made according to the Supplementary Unemployment Benefits Plan will consist of the following:

(i)\*\* up to a maximum of seventeen (17) weeks payments equivalent to ninety-three per cent (93%) of her weekly rate of pay;

(ii)\*\* (a) for a full-time employee the weekly rate of pay referred to in Clause 21.03 (c)(i) shall be the weekly rate of pay to which she is entitled for the classification prescribed in her certificate of appointment on the day immediately preceding the commencement of the maternity leave.

(b) for a part-time employee the weekly rate of pay referred to in Clause 21.03 (c)(i) shall be the prorated weekly rate of pay to which she is entitled for the classification prescribed in her certificate of appointment averaged over the six month period of continuous employment immediately preceding the commencement of the maternity leave.

(d) Further, when a pregnant employee produces a statement from her physician that her working condition may be detrimental to her health or that of the fetus, the Employer will either change those working conditions where that is reasonable within his/her operational requirements or allow the employee to take leave of absence without pay for the duration of her pregnancy.

#### EMERGENCY LEAVE

21.04 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.

#### ADOPTION LEAVE WITHOUT PAY

21.05\*\* (a) An employee who intends to request adoption leave shall make every effort to provide reasonable notice to the Employer, but in any event shall notify the Employer as soon as the application for adoption has been approved by the adoption agency or legal guardianship and custody papers have been drawn. Upon application the employee shall be granted adoption leave without pay of up to

- twenty six (26) weeks commencing on the date of the acceptance of custody of the adopted child who is below the age of majority.
- (b) Leave granted under this Clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay.
- (c) (i) After completion of six (6) months continuous employment, an employee who provides the Employer with proof that he/she has applied for and is eligible to receive unemployment insurance benefits pursuant to Section 32, Unemployment Insurance Act, 1971, shall be paid an adoption leave allowance in accordance with the Supplementary Unemployment Benefit Plan.
- (ii) An applicant under Clause 21.05(c)(i) shall sign an agreement with the Employer providing:
- (a) that he/she will return to work and remain in the Employer's employ for a period of at least six (6) months after his/her return to work;
- (b) that he/she will return to work on the date of the expiry of his/her adoption leave unless this date is modified with the Employer's consent.
- (iii) Should the employee fail to return to work, as per the provisions of Clause 21.05(c)(ii), except by reason of death, disability, or lay-off, the employee recognizes that he/she is indebted to the Employer for the amount received as an adoption leave allowance. Should the employee not return for the full six month period, the employee's indebtedness shall be reduced on a prorated basis according to the number of months he/she received pay.
- (d) In respect of the period of adoption leave, payments made according to the Supplementary Unemployment Benefits Plan will consist of the following:
- (i) up to a maximum of seventeen (17) weeks payments equivalent to ninety-three per cent (93%) of his/her weekly rate of pay;
- (ii) (a) for a full-time employee the weekly rate of pay referred to in Clause 21.05(d)(i) shall be the weekly rate of pay to which

he/she is entitled for the classification prescribed in his/her certificate of appointment on the day immediately preceding the commencement of the adoption leave;

(b) for a part-time employee the weekly rate of pay referred to in Clause 21.05(d)(i) shall be the prorated weekly rate of pay to which he/she is entitled for the classification prescribed in his/her certificate of appointment averaged over the six month period of continuous employment immediately preceding the commencement of the adoption leave.

(e) Adoption leave utilized by an employee-couple in conjunction with the adoption of a child shall not exceed a total of twenty-six (26) weeks for both employees combined.

(f) Where an employee satisfies the employer that such leave is required, such leave will not be unreasonably withheld.

#### 21.06

##### Leave Without Pay for Relocation of Spouse

(a) The Employer shall grant leave without pay for a period of one (1) year, at the request in writing of an employee whose spouse's position is permanently relocated provided such spouse is also an employee. Should this employee not obtain another position within the one year period, he/she shall cease to be an employee at the end of approved leave without pay.

(b) Leave without pay granted under this Clause shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave for the employee involved, except where the period of such leave is less than three (3) months. Time spent on such leave which is for a period of more than three (3) months shall not be counted for pay increment purposes.

#### ARTICLE 22

##### HOURS OF WORK - GENERAL

22.01\*\* The weekly scheduled hours of work assigned to classifications are included in Appendices B1, B2, B3, and B4.

- (a) The letters "MF" after the weekly hours of work indicate a five (5) day work week Monday to Friday inclusive and a scheduled work day of seven and one-half (7 1/2) or eight (8) hours as is appropriate, exclusive of a lunch period. Normally the hours of work shall be between the hours of 0800 and 1700. These hours may be varied by the Employer for a classification or classifications of employees in a Division or Section, or for employees at a particular geographic location, provided the employees receive adequate notice of the variation, and that the variation is not done on an individual employee basis for the purpose of avoiding payment of overtime to that particular employee.
- (b) The letters "RI" after the weekly hours of work indicate shift work where daily hours of work may be scheduled on a Rotating or Irregular basis five (5) days per week and a scheduled work day of seven and one-half (7 1/2) or eight (8) hours as is appropriate, with two (2) consecutive days of rest.
- (c) Where weekly hours of work are not indicated reference is made to an appropriate Appendix. Footnotes are included where the general provision of (a) or (b) do not apply to all classifications affected.
- (d)\*\* Subject to operational requirements, an employee may request, and Employer may grant flexible or staggered hours between 0700 and 1800 hours.

## 2.02

Except for employees engaged on a rotating shift work basis on continuous operations, 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. An employee may absent himself/herself from his/her place of work during such rest periods, but for each such rest period shall not be absent with pay from his/her place of work for more than fifteen (15) minutes, nor shall an employee fail to resume performance of his/her duties assigned to him/her by the Employer within fifteen (15) minutes of the time a rest period commences. The time of commencement of such rest periods shall be determined by the department head or the supervisor of the branch to which the employee is assigned.

SHIFT WORK

## 2.03

A specified meal period of one-half (1/2) hour's duration shall be scheduled as close to the mid-point of the shift as possible. It is recognized that the meal period may be staggered for employees on continuous operation, however, the

Employer will make every effort to arrange meal periods at times convenient to the employees.

- 22.04 (a) The standard shift schedule will be 12 midnight to 8 A.M., 4 P.M. to 12 midnight, 8 A.M. to 4 P.M. This schedule may be varied by the Employer for a classification or classifications of employees in a Division or Section, or for employees at a particular geographic location, provided the employees receive adequate notice of the variation, and that the variation is not done on an individual employee basis for the purpose of avoiding payment of overtime to that particular employee.
- (b) An employee whose scheduled hours of work terminate or commence between the hours of midnight and 6 A.M. or an employee who is required to travel to or from his/her place of work during those hours to perform overtime work, shall be provided by the Employer with transportation between his/her home and his/her work place or be reimbursed for the actual cost of commercial transportation.
- 22.05 The Employer will make every reasonable effort:
- (a) not to schedule the commencement of a shift within sixteen (16) hours of the completion of the employee's previous shift, and
- (b) to avoid excessive fluctuation in hours of work.
- 22.06 The Employer shall set up a master weekly shift work schedule and post it six (6) working days in advance. This schedule will cover the normal shift requirements of the work area.
- 22.07 Provided sufficient advance notice is given, and with the approval of the Employer, employees may exchange shifts if there is no increase in cost to the Employer.
- 22.08 When an employee works two shifts in any calendar day:
- (a) one of the shifts shall be deemed overtime, and
- (b) except in emergency an employee may not work more than two consecutive shifts.
- 22.09\*\* Where a shift worker wishes to enhance his/her education, the Employer shall make every reasonable effort to schedule that employee's shifts to allow for regular attendance at the course.

22.10\*\* Effective April 1, 1991 an employee shall be granted alternate week-ends off as often as reasonably possible with each employee receiving a minimum of every third (3rd) week-end off. Overtime rates of pay shall apply to week-end hours worked by an employee on the third (3rd) consecutive week-end and any subsequent consecutive week-ends worked thereafter.

ARTICLE 23

OVERTIME

23.01 In this Article:

- (a) "Overtime" means work performed by an employee in excess or outside of his/her regularly scheduled hours of work.
- (b) "Straight time rate" means the hourly rate of remuneration.
- (c) "Time and one-half" means one and one-half times the straight time rate.
- (d) "Double time" means twice the straight time.

23.02 An employee who is required to work overtime shall be paid overtime compensation for each completed fifteen (15) minutes of overtime worked by him/her subject to a minimum payment of one (1) hour at the overtime rate when:

- (a) the overtime work is authorized in advance by the Employer, except when employees are required to work in isolated settlements, in which case the Employer must make arrangements for the authorization of overtime prior to the employee's dispatch to an isolated settlement;
- (b) the employee does not control the duration of the overtime work.

23.03 Employees shall record starting and finishing times of overtime worked on a form determined by the Employer.

23.04 (1) Subject to the operational requirements of the service the Employer shall make every reasonable effort:

- (a) to allocate overtime work on an equitable basis among readily available qualified employees who are normally required in their regular duties to perform that work; and

(b) to give employees who are required to work overtime reasonable advance notice of this requirement.

(2) An employee may, for cause, refuse to work overtime, providing he/she places his/her refusal in writing.

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

23.05 (a) An employee who is 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 as follows:

(i) at time and one-half (1 1/2) for all hours except as provided in Clause 23.05(b)(ii);

(ii) at double time (2) for all hours of overtime worked after the first four (4) consecutive hours of overtime and double time (2) for all hours worked on the second or subsequent day of rest, provided the days of rest are consecutive.

(iii) in lieu of (i) and (ii) above, the Employer may agree to grant equivalent leave with pay at the appropriate overtime rate to be taken at a time mutually agreeable to the Employer and the employee.

(c) "First day of rest" is defined as the twenty-four (24) hour period commencing at midnight of the calendar day on which the employee completed his/her last regular shift, and

(d) When the first and second or subsequent day of rest are consecutive, "second or subsequent day of rest" is defined as the period immediately following expiration of the first day of rest and ending at the time of commencement of the employee's next regular shift.

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

23.07 Where an employee is required to work three (3) or more hours of overtime immediately following his/her regularly scheduled hours of duty, and, because of the operational requirements of the service, the employee is not permitted to leave his/her place of work, the Employer will either provide the employee with a meal or meal allowance equal to the amount of the Dinner in accordance with the Duty Travel, Meals and Incidental Expenses (Clause 45.05(a)(iii)).

#### ARTICLE 24

##### PAY

24.01 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.

24.02 (1) Employees shall be paid on a bi-weekly basis with pay days being every second Friday.

(2) In the event there is delay in paying new or transferred employees, the Employer will assist those employees by providing advances or by other appropriate means.

(3) Where cheques are distributed to employees at their place of work, they shall first have been placed in sealed envelopes.

(4) Where there is a lack of banking services at the employee's place of work, his/her salary cheque will be deposited to his/her credit in the bank of his/her choice in the Northwest Territories.

(5) (a)\*\* Where an employee has received more than his/her proper entitlement to wages or benefits or where retroactive membership dues deductions are necessary, no continuing employee shall be subject to such deductions in excess of twenty percent (20%) of the employee's net earnings per pay period except in recoveries for absence without leave.

(b)\*\* Effective April 1, 1990, when deductions are made, the Employer shall provide an itemized statement of the purpose and the amount of each deduction.

24.03 Employees who have earned overtime compensation or any other extra allowances in addition to their regular pay, shall receive such remuneration in the six (6) weeks following the day when such compensation was earned.



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

ACTING PAY

- 24.04 When an employee is required by the Employer to perform the duties of a higher classification level on an acting basis, he/she shall be paid acting pay calculated from the date on which he/she commenced to act as if he/she had been appointed to that higher classification level for the period in which he/she acts.

SALARY INCREASES

- 24.05 (1) The Employer agrees to pay the negotiated salary increases to every employee not later than the second month following the month in which this Agreement is signed and not later than the month following the month in which any subsequent salary increases become effective.
- (2) The Employer agrees to pay all retroactive remuneration for salary increases, overtime, acting pay and allowances not later than the third month following the month in which the Agreement is signed.

- 24.06 When an employee is appointed to a new position in the Public Service, he/she shall be paid:

(a) If the appointment constitutes a promotion as defined in Clause 2.01(bb) an increase in salary that is nearest to but not less than the difference between Step 1 and Step 2 of the new pay range. In addition, if a performance increment is due not later than six (6) months from the date of promotion and is recommended, an increment will be granted at the time of promotion on the present pay level prior to application of the new pay level. Where this occurs, the employee's salary review date shall be changed to the effective date of the promotion.

- (b) (i) if the appointment constitutes a transfer, at the rate nearest to, but not less than his/her former rate of pay; or
- (ii) where the employee agrees to accept a transfer to a position, the maximum rate of pay of which is less than his/her present rate of pay,

the employee shall be paid at the maximum rate of the new position to which he/she agrees to be transferred.

- (c) If the appointment is as a result of the employee's successful application for a position, the maximum rate of pay of which is equal to or less than that of the employee's present position, the employee shall be paid at a level in the appropriate pay range for the new position that is commensurate to the employee's qualifications and experience for the position.

#### 24.07

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

#### 24.08

- (1) Notwithstanding the provisions of Clause 24.01 when a position is converted or, where as a result of audit or review, a converted position is found to be over-classified and the maximum salary payable in the new range is less than the maximum salary of the incumbent of that position, he/she shall be paid as the present incumbent of that position in a holding range which will permit him/her to be paid at a salary which is nearest to and not less than his/her present maximum salary.

- (2) This Clause applies only to employees who become present incumbents of positions reclassified after January 1, 1979. Where an employee is being paid as the present incumbent of a position in a holding range and he/she unreasonably refuses a transfer or training which would put him/her in a position at, or above the level of the position before it was reclassified, or which would place him/her in a position nearer to the level established for the position before it was reclassified, he/she shall cease to be paid in the holding range. Instead he/she shall be paid in the range of rates applicable to the reclassified position which is nearest to the rate he/she was being paid in the holding range.

- (3) Where an employee who is subject to Clause 24.08(2) accepts a transfer or training that would put him/her in a position nearer to the position before it was reclassified, he/she shall continue to be paid in the holding range.

- (4) For the purposes of this Article, a present incumbent is an employee who, subject to the above provisions, continues to receive the annual and negotiated increases for the range of the position before it was reclassified downwards.

PERFORMANCE INCREMENTS

24.09

- (1) In accordance with Section 39 of the Public Service Act an employee holding a position for which there is a minimum and maximum rate of pay may be granted increases in pay until he/she reaches the maximum for the position. Such pay increases are dependent on satisfactory performance of the duties of the position by the employee, and shall not be granted to the employee until his/her department head certifies to the Employer that the employee is so performing the duties of his/her position.
- (2) For the purposes of such pay increases the performance of the employee shall be reviewed annually.
- (3) Pay increments which are recommended by the department head shall be granted:
- (a) the first day of the month if the employee's initial appointment to the Public Service occurred prior to the 16th of a month; or
  - (b) the first day of the month following if the employee's initial appointment to the Public Service occurred on or after the 16th day of a month.

However, the provisions of Article 24.06 will apply where appropriate.

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

APPLICATION OF SALARY REVIEW DATE

- 24.10 (a) The salary review date of an employee who is promoted shall be:
- (i) the first day of the month if the appointment occurred prior to the 16th day of the month; or
  - (ii) the first day of the month following if the appointment occurred on or after the 16th day of the month.
- (b) The salary review date of an employee who is transferred or whose position is reclassified shall remain unchanged.
- (c) The salary review date of an employee who has been on leave of absence without pay in excess of six (6) continuous months shall be moved to a date which provides for a total of twelve (12) months of paid employment between anniversary dates.
- (d) Where the classification of a position or the regrading of a class is to take effect retroactively, only employees on strength on the date of implementation of such change shall be entitled to receive any retroactive benefits that might accrue.
- 24.11 (a) Where a position is reclassified as a result of a change in duties and responsibilities and the maximum rate of pay of the new pay range exceeds the maximum rate of pay of the old pay range, the incumbent of the position will be paid at the step in the new pay range which provides him/her with an increase in salary that is nearest to but not less than the difference between Step 1 and Step 2 of the new pay range.
- (b) Where a classification level is assigned a higher pay range as a result of regrading; that is, where there have been no substantial changes in the duties and responsibilities of the positions classified at that classification level, the incumbents of the positions classified at that level will be paid at the same step in the new pay range as they were in the old pay range.
- (c)\*\* The effective date of a reclassification that results in an increase in pay shall be the date upon which the employee began to substantially perform the new or changed duties, but in any event no retroactivity shall be paid for any reclassification adjustment that extends

beyond sixty (60) days prior to the filing of a grievance or a reclassification appeal, whichever is earlier.

24.12\*\* Employees who are assigned training responsibilities under the Employer's In-Service Training Program shall be paid a trainer's fee of:

Effective April 1, 1989: \$600 per year per trainee,  
 Effective April 1, 1990: \$650 per year per trainee,  
 Effective April 1, 1991: \$700 per year per trainee.

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

#### ARTICLE 25

##### REPORTING PAY

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

- (a) compensation at the appropriate overtime rate; or
- (b) compensation equivalent to four (4) hours pay at the straight time rate.

ARTICLE 26

CALL-BACK PAY

26.01 When an employee is recalled to a place of work for a specific duty, he/she shall be paid the greater of:

- (a) compensation at the appropriate overtime rate; or
- (b) compensation equivalent to four (4) hours pay at the straight-time rate.

26.02 (1) When an employee reports to work overtime for which he/she has been recalled under the conditions described in Clause 26.01 and is required to use transportation services other than normal public transportation service, he/she shall be paid the actual cost of commercial transportation each way, upon the production of receipt for payment of transportation in excess of five (\$5.00) dollars.

- (2) Where the employee uses his/her personal motor vehicle, he/she shall be paid the appropriate distance rate specified in the Duty Travel Expenses Article 45.

ARTICLE 27

SHIFT PREMIUM

27.01 An employee who is regularly scheduled to work outside of the normal hours of work, 0800 to 1700, shall be paid a Shift Premium as follows:

- (a)\*\* Effective April 1, 1989 seventy-five (75) cents per hour, effective April 1, 1990 eighty-five (85) cents per hour, effective April 1, 1991 one (1.00) dollar per hour for all hours worked between the hours of 4:00 p.m. and 12:00 midnight; and
- (b)\*\* Effective April 1, 1989 eighty-five (85) cents per hour, effective April 1, 1990 ninety-five (95) cents per hour, and effective April 1, 1991 one dollar and ten (1.10) cents per hour for all hours worked between the hours of 12:00 midnight and 8:00 a.m.

Shift Premium will also be paid for all overtime hours worked contiguously to the periods specified in (a) and (b) above.

ARTICLE 28

COMMUTING ALLOWANCES

28.01

An employee whose workplace is located outside of an eight km. (5 mile) radius of a settlement centre, and no public transportation is available to his/her place of work, shall:

- (a) be provided with transportation to and from his/her workplace by the Employer; or
- (b) where he/she is required to use his/her personal motor vehicle, be paid the distance rate specified in the Duty Travel Expenses (Article 45).

ARTICLE 29

STANDBY

29.01

(1)\*\* Where the Employer requires an employee to be available on standby during off-duty hours, an employee shall be entitled to a standby payment for each eight (8) consecutive hours or portion thereof that he/she is on standby, except on his/her days of rest and designated paid holidays as follows:

Effective April 1, 1989 \$7.00  
 Effective April 1, 1990 \$8.00  
 Effective April 1, 1991 \$9.00

For any period of standby on a day of rest or a designated paid holiday, he/she shall be paid as follows:

Effective April 1, 1989 \$10.00  
 Effective April 1, 1990 \$11.00  
 Effective April 1, 1991 \$12.00

(2) An employee designated by letter or by list for standby duty shall be available during his/her period of standby at a known telephone number and be available to return for duty as quickly as possible if called. In designating employees for standby the Employer will endeavour to provide for the equitable distribution of

standby duties among readily available, qualified employees who are normally required, in their regular duties, to perform that work.

- (3) No standby payment shall be granted if an employee is unable to report for duty when required.
- (4) An employee on standby who is required to report for work shall be paid, in addition to the standby pay, the appropriate overtime rate for all hours worked, subject to a minimum payment of four (4) hours pay at the straight time rate each time he/she reports, except that this minimum shall only apply once during each standby period of eight (8) consecutive hours or portion thereof.

(5) Except in the case of an emergency, standby schedules shall be posted fourteen (14) days in advance of the starting date of the new shift schedule.

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

- (a) Actual cost of commercial transportation each way not to exceed five dollars (\$5.00) without the production of a receipt;
- (b) Where he/she uses his/her personal motor vehicle, the appropriate distance rate specified in the Duty Travel Expenses (Article 45).

#### ARTICLE 30

##### TECHNOLOGICAL CHANGE

30.01\*\* Technological change means:

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

30.02\*\* NOTICE

When the Employer is considering the introduction of a technological change which would result in significant changes in the employment status or working conditions of employees



it shall provide the Union and every affected employee, at least six (6) months notice before the introduction of a technological change, with a written description of the change it intends to carry out, disclosing foreseeable adverse effects on employees.

30.03\*\* UNION-MANAGEMENT MEETINGS ON CHANGES

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

30.04\*\* COMMITMENT

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

30.05\*\* TRAINING

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

ARTICLE 31

PAY FOR TRAVEL ON BEHALF OF EMPLOYER

- 31.01 (1) Where an employee is required to travel on behalf of the Employer, he/she shall be paid:
- (a) when the travel occurs on a regular workday, as though he/she were at work for all hours travelled;
  - (b) 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 and a maximum of eight (8) hours at the applicable overtime rate.
- (2) For the purpose of this Article, hours travelled includes a one (1) hour check-in period at airports, 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 is exclusive of overnight stopovers.

- (3) The Employer will make every reasonable effort to restrict travel outside of the employee's headquarters that requires absence from home beyond a period which includes two (2) week-ends.
- (4) Where an employee is absent from home on a designated paid holiday or day of rest and does not work, he/she shall receive cash payment at time and one-half (1 1/2) his/her rate of pay or be granted the equivalent leave with pay.

#### ARTICLE 32

##### SEVERANCE PAY

##### Lay-off

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

RESIGNATION

32.05 An employee who resigns after four (4) years of continuous employment is entitled to be paid Severance Pay on resignation in accordance with the following formula:

$$\frac{\text{number of years of service} \times \text{weekly rate of pay on resignation}}{2}$$

Less any period of continuous employment in respect of which Severance Pay was previously granted, to a maximum of thirteen (13) weeks pay.

RETIREMENT AND TERMINATION FOR HEALTH REASONS

- 32.06 (a) This Clause shall apply to an employee:
- (i) who retires from the Public Service; or
  - (ii) whose employment is terminated as a result of a recommendation made to the Employer that the employee was incapable of performing his/her duties because of chronically poor health, and
- (b) when employment terminates for either of the reasons stated in (a) above, the employee shall be paid Severance Pay equal to the product obtained by multiplying his/her weekly rate of pay on termination of employment by the number of completed years of his/her continuous employment to a maximum of thirty (30), less any period of continuous employment in respect of which Severance Pay was previously granted.
- (c) When employment terminates for either of the reasons stated in (a), the employee shall have the right to waive his/her entitlement to Severance Pay and, in lieu thereof, be granted an equivalent period of leave with pay.

DEATH

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

DISMISSAL, ABANDONMENT OF POSITION

32.08

An employee who is dismissed for cause from the Public Service or who has been declared to have abandoned his/her position shall not be entitled to Severance Pay.

ARTICLE 33Lay-off

33.01

The Public Service Act makes provisions for Lay-off. Beyond these provisions, the Employer and the Union recognize the necessity and the justice of the application of the merit principle in determining Lay-off. It is agreed that where two (2) employees of equal merit face Lay-off, length of service will be the deciding factor.

In order to minimize the adverse effects of Lay-off, the Employer will provide retraining when practicable.

The following sections of the Public Service Act are quoted for information purposes:

Section 26

- (1) Where the duties of a position held by an employee are no longer required to be performed, the Minister may lay off the employee who then ceases to be an employee.
- (2) Notwithstanding anything in this Act, the Minister may, without competition, appoint a lay-off to any position in the Public Service for which he is qualified having the same or lower maximum rates of pay as the position held by him at the time he was laid off.
- (3) A lay-off is entitled for a period of twelve (12) months, or such longer period not exceeding two (2) years, as the Minister may determine, after he was laid off to enter any competition for which he would have been eligible had he not been laid off.
- (4) A person ceases to be a lay-off if he is not appointed to a position in the Public Service within twelve (12) months from the date on which he became a lay-off, or if he is appointed to, or

if, except for reasons that in the opinion of the Minister are sufficient, he declines an appointment to a position in the Public Service with the same or higher maximum rates of pay.

#### Section 27

Where two (2) or more persons employed in positions of the same grade in any department of the Public Service are to be laid off, or where one person is to be laid off and there are other persons holding positions of the same grade in the department, the Minister shall, after considering such material and conducting such examinations, tests, interviews and investigations as he considers necessary, list the persons holding positions of the same grade in order of their merit, and such persons shall be laid off in order beginning with the person lowest on the list.

- 33.02 Before an employee is laid off by the Employer and he/she ceases to be an employee, the following provisions shall apply:
- (a) each such employee shall be given three (3) months notice in writing of the effective date of his/her lay-off;
  - (b) every employee shall be entitled to severance pay in accordance with the provisions of Article 32;
  - (c) every employee subject to lay-off shall, during the three (3) months period of notice, be granted reasonable leave with pay for the purpose of being interviewed and examined by a prospective employer and to such additional leave with pay as the Employer considers reasonable for the employee to travel to and from the place where his/her presence is so required.

#### ARTICLE 34

##### STATEMENT OF DUTIES

- 34.01 When an employee is first engaged or when an employee is reassigned to another position in the Bargaining Unit, the Employer shall, before the employee is assigned to that position, provide the employee with a current and accurate Statement of Duties of the position to which he/she is assigned.

34.02 Upon written request, an employee shall be entitled to a complete and current Statement of Duties and Responsibilities of his/her position, including the position's classification level and point rating allotted by factor, where applicable.

ARTICLE 35

EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

- 35.01 (a) When a formal review of an employee's performance is made, the employee concerned shall be given the opportunity to discuss and then sign the review form in question to indicate that its contents have been read and understood. The employee shall also be given the opportunity to provide written comments to be attached to his/her performance appraisal and may use the grievance procedure in Article 37 to correct any factual inaccuracies in his/her performance appraisal.
- (b) The formal review of an employee's performance shall also incorporate an opportunity for the employee to state his/her career development goals and that every effort be made to develop the career potentials of each individual through In-Service Training, Retraining, or any other facets of career development which may be available.
- 35.02 The Employer agrees not to introduce as evidence in the case of promotional opportunities or disciplinary action any document from the file of an employee, the existence of which the employee was not made aware, by the provision of a copy thereof at the time of filing or within a reasonable period thereafter.
- 35.03 Any document or written statement related to disciplinary action, which may have been placed on the Personnel file of an employee, shall be destroyed after two (2) years have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.
- 35.04 Upon written request of an employee, the Personnel file of that employee shall be made available for his/her examination at reasonable times in the presence of an authorized representative of the Employer.

ARTICLE 36CLASSIFICATION

- 36.01 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 classifications affected. If the parties fail to reach agreement within sixty (60) days from the date on which the Employer submits the new or revised standard to the Union, the Employer may apply the new rates of pay and the Union may refer the matter to arbitration. The arbitrator's decision will be retroactive to the date of application of the new rates.
- 36.02 Where an employee believes that he/she has been improperly classified with respect to his/her position or category, group and level, he/she shall discuss his/her classification with his/her immediate supervisor and, on request, be provided with a copy of his/her Statement of Duties before he/she files an appeal under Clause 36.03.
- 36.03 Where an employee alleges that he/she has been improperly classified with respect to his/her position, he/she may appeal to the Minister of Personnel and the following provisions shall apply:
- (1) (a) The Minister of Personnel shall refer the appeal to a Classification Appeal Board.
  - (b) The Classification Appeal Board shall consist of the Deputy Minister of Personnel, the Head of the employing department, or their delegates and the employee's Shop Steward, and the Executive Secretary for the Union, or their delegates.
  - (c) The Classification Appeal Board may sit in Yellowknife or at some other place in Canada which might seem appropriate to the Board under the circumstances.
  - (d) The Classification Appeal Board may determine that the employee's classification is proper having regard to the classification specifications for his/her position and his/her Statement of Duties or the Board may decide that the employee has been improperly classified in his/her position.

- (e) The Board shall make its report to the Minister of Personnel who will confirm the decision of the Board and notify the employee in writing within fifteen (15) days of the receipt of the Board's report.
- (2) (a) Should the Classification Appeal Board be unable to reach a decision or should the employee wish to pursue his/her appeal to a higher level, the Minister of Personnel shall refer the appeal to a Classification Review Board.
- (b) The Classification Review Board shall consist of a representative of the Employer, a representative of the Union and an independent chairperson.
- (c) The Chairperson of the Classification Review Board shall be chosen by the appointed members and where they fail to agree on the appointment of a Chairperson, the appointment shall be made by the Chief Justice of the Court of Appeal of the Northwest Territories, upon the request of either party.
- (d) The Classification Review Board may sit in Yellowknife or at some other place in Canada which might seem appropriate to the Board under the circumstances.
- (e) The Classification Review Board may determine that the employee's classification is proper having regard to the classification specifications for his/her position and his/her Statement of Duties, or the Board may decide that the employee has been improperly classified in his/her position.
- (f) The Board shall make its report to the Minister of Personnel who may confirm the decision of the Board and notify the employee and the Union in writing within fifteen (15) days of the receipt by him/her of the decision of the Board or make such other decision as to him/her seems fair and reasonable.
- (g) The reply of the Minister of Personnel shall be final and binding upon the employee and the Union until such time as that employee has been promoted, transferred, or provided with a new Statement of Duties by the Employer.



ARTICLE 37ADJUSTMENT OF DISPUTES

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

this grievance to his/her immediate supervisor or local officer-in-charge who shall forthwith:

- (a) forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate level; and
- (b) provide the employee with a receipt stating the date on which the grievance was received by him.

#### 37.04\*\*

A grievance of an employee shall not be deemed to be invalid by a reason only of the fact it is not in accordance with the form supplied by the Employer. When filing a grievance, the employee shall make an effort to state the nature of the grievance, the circumstances from which it arose, the articles that have been infringed upon and the redress sought.

#### 37.05\*\*

Except as otherwise provided in this Agreement a grievance shall be processed by recourse to the following steps:

- (a) First Level (first level of management)
- (b) Second Level (second level of management)
- (c) Final Level (Minister of Personnel)

#### 7.06\*\*

The Employer shall designate a representative at each level in the grievance procedure and shall inform each employee to whom the procedure applies of the name or title of the person so designated, together with the name or title and address of the immediate supervisor or local officer-in-charge to whom a grievance is to be presented. This information shall be communicated to employees by means of notices posted by the Employer in places where such notices are most likely to come to the attention of the employees to whom the grievance procedure applies, or otherwise as determined by agreement between the Employer and the Union.

#### 7.07\*\*

(a)\*\* The Union shall have the right to consult with the Department of Personnel with respect to a grievance at each or any level of the grievance procedure.

(b) Where an employee is required to attend a meeting with the Employer or a representative of the Employer to deal with matters that may give rise to the suspension or discharge of an employee, the employee shall be advised 24 hours in advance of the meeting of his/her right to have a representative of the Union at the meeting.

#### 7.08\*\*

An employee may present a grievance to the **first level** of the procedure in the manner prescribed in Article 37.04 not later

than the fifteenth (15th) calendar day after the date on which he/she is notified orally or in writing or on which he/she first becomes aware of the action or circumstances giving rise to the grievance, excepting only where the grievance arises out of the interpretation or application with respect to him/her of this Collective Agreement, in which case the grievance must be presented within thirty (30) calendar days.

37.09\*\* The Employer shall reply in writing to an employee's grievance within twenty-one (21) calendar days at level one, within fourteen (14) calendar days at level two, and within forty-five (45) calendar days at the Final Level.

37.10\*\* An employee may present a grievance at each succeeding level in the grievance procedure beyond the first level,

(a) where the decision or settlement is not satisfactory to him/her, within fourteen (14) calendar days after that decision or settlement has been conveyed in writing to him/her by the Employer; or

(b) where the Employer has not conveyed a decision to him/her within the time prescribed in Article 37.10 within fourteen (14) calendar days after the day the reply was due.

37.11\*\* Where an employee has been represented by the Union in the presentation of his/her grievance, the Employer will provide the appropriate representative of the Union with a copy of the Employer's decision at each level of the grievance procedure at the same time that the Employer's decision is conveyed to the employee.

37.12\*\* (1) No employee shall be dismissed without first being given notice in writing together with the reasons therefor. When the Employer dismisses an employee the grievance procedure shall apply except that the grievance may be presented at the Final Level.

(2) An appeal to the Minister of Personnel against his/her decision to dismiss the employee may be filed within thirty (30) calendar days after the employee receives his/her notice of dismissal in accordance with Section 32 of the Public Service Act.

37.13\*\* The Union shall have the right to initiate and present a grievance on matters relating to health and safety to any level of management specified in the grievance procedure or behalf of one or more members of the Union.

- 37.14\*\* An employee shall have the right to present a grievance on matters relating to the application or interpretation of this Agreement provided he/she first obtains the authorization of the Union prior to presenting such grievance.
- 37.15\*\* An employee may, by written notice to the department head, withdraw a grievance provided that, where the grievance is one arising out of the application or interpretation of this Agreement, his/her withdrawal has the endorsement, in writing, of the Union.
- 37.16\*\* The Union shall have the right to initiate and present a grievance to any level of management specified in the grievance procedure related to the application or interpretation of this Agreement on behalf of one or more members of the Union.
- 37.17\*\* The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the employee, and where appropriate, the Union representative.
- 37.18\*\* No proceedings under this Article are invalid by reason of any defect of form or any technical irregularity.

#### ARBITRATION

- 37.19\*\* Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement including any question as to whether a matter is arbitrable or where an allegation is made that a term or condition of this Agreement has been violated, either of the parties may, after exhausting the grievance procedure in this Article, notify the other party in writing within twenty-one (21) days of the receipt of the reply at the Final Level, of his/her desire to submit the difference or allegation to arbitration under Section 44 of the Public Service Act.
- 37.20\*\* (1) The parties agree that arbitration referred to in Clause 37.19 shall be by a single arbitrator selected in rotation from the following list:
- (a) If the arbitration is to take place in the Western region:
1. Robert J. Arseneau
  2. Mervin I. Chertkow
  3. Duncan A. Stewart
  4. Alan Hope

- (b) If the arbitration is to take place in the Central region:
1. W. Steward Martin
  2. Chas. R. Huband
  3. David M. Beatty
- (c) If the arbitration is to take place in the Eastern region:
1. R. D. Abbott
  2. C. Gordon Simmons
  3. Edward B. Jolliffe, Q.C.
  4. J. F. W. Weatherill
  5. Paula Knopf
- (2) If an arbitrator selected in rotation from the preceding list is not available for a hearing date within thirty (30) days of the date on which notification by either party to submit the difference to arbitration was made, the next name on the rotation list will be selected until an arbitrator is found to hear the parties within the above mentioned thirty (30) day period.
- 37.21\*\* (1) The arbitrator has all of the powers granted to arbitrators under Section 13 of the Arbitration Act in addition to any powers which are contained in this Agreement.
- (2) The arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it.
- (3) The award of the arbitrator shall be signed by him/her and copies thereof shall be transmitted to the parties to the dispute.
- 37.22\*\* The arbitrator shall not have the authority to alter or amend any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or to render any decision contrary to the terms and provisions of this Agreement, or to increase or decrease wages.
- 37.23\*\* The Employer and the Union shall each pay one-half (1/2) of the remuneration and expenses of the arbitrator and each party shall bear its own expenses of every such arbitration.
- 37.24\*\* Where a party has failed to comply with any of the terms of the decision of the arbitrator, either party or employee affected by the decision may, after the expiration of thirty

(30) calendar days from the date of the release of the decision or the date provided in the decision for compliance, whichever is later, file in the office of Clerk of the Territorial Court, a copy of the decision, exclusive of the reason therefor in the prescribed form, whereupon the decision may be entered in the same way as a judgement or an order of that Court and may be enforceable as such.

**37.25\*\***

Where an employee files an appeal against his/her dismissal from the Public Service by way of a grievance to the Minister of Personnel under Section 32 of the Public Service Act, the provisions of Clause 37.19 apply.

**37.26\*\***

In addition to the powers granted to arbitrators under Section 13 of the Arbitration Act the arbitrator may determine that the employee has been dismissed for other than proper cause and he/she may:

- (a) direct the Employer to reinstate the employee and pay to the employee a sum equal to his/her wages lost by reason of his/her dismissal, or such less sum as in the opinion of the arbitrator is fair and reasonable; or
- (b) make such order as he/she considers fair and reasonable having regard to the terms of this Agreement.

EXPEDITED ARBITRATION

**37.27\*\***

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

ARTICLE 38

CONTRACTING OUT

**38.01**

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

The Employer will seek the views of the Union before finalizing any plans to contract out work which would result in employees becoming redundant.

ARTICLE 39

SUPERANNUATION

39.01

The Public Service Superannuation Act of Canada is a term or condition of employment for all members of the Bargaining Unit.

ARTICLE 40

SAFETY AND HEALTH

40.01\*\*

All standards established under the Safety Act and Regulations thereunder shall constitute minimum acceptable practice. The Employer shall continue to make all reasonable provisions for the occupational safety and health of employees, including the appointment of safety officers, who shall retain their existing duties and powers. The Employer will entertain suggestions on the subject from the Union and the Employer and the Union undertake to consult with a view to adopting and expeditiously carrying out reasonable procedures and techniques designed or intended to prevent or reduce the risk of employment injury.

40.02 \*\*

(a) The Employer and the Union agree to establish Health and Safety Committees. A Committee shall be established for each work place where the Employer and the Union agree such a Committee is appropriate.

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

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

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

- (i) Powers of Committee

A Safety and Health Committee:

- (a) shall receive, consider and expeditiously dispose of complaints relating to the safety and health of the employees represented by the Committee;
- (b) shall maintain records pertaining to the disposition of complaints relating to the safety and health of the employees represented by the Committee;
- (c) shall co-operate with any occupational health service established to serve the work place;
- (d) may establish and promote safety and health programs for the education of the employees represented by the Committee;
- (e) shall participate in all inquiries and investigations pertaining to occupational safety and health including such consultations as may be necessary with persons who are professionally or technically qualified to advise the Committee on such matters;
- (f) may develop, establish and maintain programs, measures and procedures for the protection or improvement of the safety and health of employees;
- (g) shall monitor on a regular basis programs, measures and procedures related to the safety and health of employees;
- (h) shall ensure that adequate records are kept on work accidents, injuries and health hazards and shall monitor data relating to such accidents, injuries and hazards on a regular basis;
- (i) shall co-operate with safety officers appointed pursuant to the Safety Act.
- (j) may request from an employer such information as the Committee considers necessary to identify existing or potential hazards with respect to materials, processes or equipment in the work place; and



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

(ii) Records

A Safety and Health Committee shall keep accurate records of all matters that come before it pursuant to subsection (l) and shall keep minutes of its meetings and shall make such minutes and records available to a safety officer on his/her request.

(iii) Meetings of Committee

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

(iv) Payment of Wages

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

(v) Limitation of Liability

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

(vi) The Employer shall post and keep posted the names and work locations of all the members of the Safety and Health Committee established for the

work place controlled by him/her in a conspicuous place or places where they are likely to come to the attention of his/her employees.

- (c) The Employer and the Union shall, by mutual agreement, appoint Safety and Health representatives where the Employer and the Union agree such appointments are appropriate.
- (d) The following provisions will apply to the Safety and Health representatives:

(i) Powers of Representative

A Safety and Health Representative:

- (a) shall receive, consider and expeditiously dispose of complaints relating to the safety and health of the employees represented by the representative;
- (b) shall participate in all inquiries and investigations pertaining to occupational safety and health including such consultations as may be necessary with persons who are professionally or technically qualified to advise the representative on such matters;
- (c) shall monitor on a regular basis, programs, measures and procedures related to the safety and health of employees;
- (d) shall ensure that adequate records are kept on work accidents, injuries and health hazards and shall monitor data relating to such accidents injuries and hazards on a regular basis;
- (e) may request from the Employer such information as the representative considers necessary to identify existing or potential hazards with respect to materials, processes or equipment in the work place; and
- (f) shall have full access to all Government and Employer reports relating to safety and health of the employees represented by the representative but shall not have

access to the medical records of any person except with the consent of that person.

(ii) Payment of Wages

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

(iii) Limitation of Liability

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

(iv) Posting of Name and Work Location

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

40.03 The Employer shall make reasonable efforts to refrain from assigning unnecessary outside work to an employee when extremely adverse outside weather conditions prevail.

40.04 For the purpose of the foregoing section, unnecessary work shall be taken to mean not requiring immediate attention to duties requiring outside work. The postponement of such could result in or might cause hazards or danger to the Employer's facilities or hazards, dangers, or discomfort to users of the Employer's services.

40.05 The Employer and the Union agree to encourage the employees to work in a safe manner and the employees shall observe the safety and health rules and practices established by the Employer. Employees failing to abide by safety rules and regulations may be subject to disciplinary action.

40.06 Where the Employer requires an employee to undergo a specific medical, hearing or vision examination by a designated qualified medical practitioner, the examination will be conducted at no expense to the employee. The employee shall, upon written request, be able to obtain results of all specific medical, hearing or vision examinations conducted.

Employees shall authorize that the requested specific medical, hearing, or vision examination information be supplied to the Employer with the understanding that such information shall be maintained in a confidential manner in the Personnel Department. Employees shall not refuse to take such medical, hearing, or vision examinations.

40.07 Employees shall, as soon as practical, report all personal injuries and/or accidents, which occur on the job, to their immediate or designated supervisor. As deemed necessary, such accidents shall be jointly investigated by one member from management and one employee. Where practical, such members shall be from Joint Health and Safety Committees.

40.08 Employees who are required to attend First Aid and Safety training courses shall be granted time off with pay for such training. The Employer shall pay for such course fees and tuition.

#### 40.09 Transportation of Injured Workers

The Employer shall provide, at no expense to the employee, appropriate transportation to the nearest physician or medical facility and from there to his/her home or place of work depending on the decision of the attending physician, when such services are immediately required for an employee as a result of injury or serious ailment occurring in the work place.

#### 40.10\*\* Right to Refuse Dangerous Work

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

(a) "danger" means any hazard or condition that could reasonably be expected to cause injury or illness to an employee or other persons exposed thereto before the hazard or condition can be corrected.

(b) An employee may refuse to do any particular act or series of acts at work which he/she has reasonable grounds to believe are dangerous to his/her health or safety or the health and safety of any other employee

at the place of employment until sufficient steps have been taken to satisfy him/her otherwise or until the Chief Safety Officer or his/her representative has investigated the matter and advised him/her otherwise.

- (c) The Employer shall not assign another employee to do the work assignment until a Union member and an Employer member of the Safety Committee have investigated the situation and deemed it to be safe.

40.11\*\* The Right to Know

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

ARTICLE 41

SETTLEMENT ALLOWANCES

- 41.01 Salary rates are based on the economic conditions evident in Yellowknife. Regional differences in cost are offset by the provision of a Settlement Allowance. This allowance will permit the average employee residing in a settlement to maintain equal purchasing power with his/her counterpart in Yellowknife. This allowance is not an incentive to reside in the settlement, but is basically an equalizing type of subsidy.

- 41.02 Settlement Allowance will be paid to every employee who is assigned to a position that is located in a community in the schedule printed in Clause 41.08 below to which an amount of Settlement Allowance applies.

- 41.03 Settlement Allowance may be paid under certain conditions to employees assigned to a location for a short period of special assignment, regardless of the location of the position occupied, unless the location of the position occupied has a higher rate of Settlement Allowance, in which case the higher rate shall be paid. No allowance will be paid when the allowance will be less than the employee's entitlement under travel or removal status.

- 41.04 Casual, part-time, and seasonal employees will be paid the Settlement Allowance approved for the community in which they are employed, prorated to an hourly rate, up to a maximum of the normal weekly hours of work for their classification group.

41.05 An employee who works a compressed work year or a regular work year of less than twelve (12) months, but is paid over a twelve (12) month period, shall be paid a Settlement Allowance for the entire year.

41.06 The annual rate of Settlement Allowance for the various communities is set out in Clause 41.08. Where it is necessary to apply a monthly, weekly, or hourly rate, the appropriate annual rate will be divided by 12, 52, or 1950, respectively.

#### IMPLEMENTATION

41.07 (1) Those employees who live in communities whose rate of Settlement Allowance on this schedule is higher than they were receiving immediately prior to April 1, 1979 will be paid the rate for their community in this schedule.

(2) Those employees who live in communities whose rate of Settlement Allowance on this schedule is lower than they were receiving immediately prior to April 1, 1979 will continue to be paid the rate they were receiving immediately prior to April 1, 1979, until either:

- (a) the rate for the community in which he/she lives exceeds the rate he/she was receiving prior to April 1, 1979; or
- (b) an agreed upon new Settlement Allowance schedule is implemented.

(3) Employees moving into or hired in, a community after April 1, 1979 will be paid the rate for their community in this schedule.

41.08\*\* An increase to all Settlement Allowance rates by the percentage equal to each negotiated economic increase is agreed.

The placement of communities on this grid shall be revised from time to time in accordance with changes to the schedule of Isolated Post Allowances of the Federal Government. The Union shall notify the Employer, in writing, where there is a revision to the placement of communities on this grid and where a retroactive period is involved:

- (i) where a community is moved to a position on the grid with a higher rate the Employer will effect the increase retroactive to the effective date of the revision of the Schedule of the Isolated Post Allowances of the Federal Government; and

- (ii) where a community is moved to a position on the grid with a lower rate the Employer will not effect any reclamation of overpayment.

## 41.08 SETTLEMENT ALLOWANCES\*\*

Effective April 1, 1989

Group A (\$0,000.)

Enterprise  
 Fort Liard  
 Fort Smith  
 Hay River  
 Tungsten  
 Yellowknife

Group B (\$1,335.)

Buffalo Junction  
 Churchill  
 Fort Providence  
 Fort Simpson  
 Pine Point  
 Rae Edzo  
 Kakisa

Group C (\$2,668.)

Fort Resolution  
 \*\*Fort Wrigley\*\*  
 Nahanni Butte

Group D (\$4,013.)

Arctic Red River  
 Eskimo Point  
 Fort MacPherson  
 Inuvik  
 Iqaluit  
 Jean Marie River  
 \*\*Norman Wells\*\*  
 Rae Lakes  
 Sanikiluaq  
 Trout Lake

Group E (\$4,846.)

Aklavik  
 Arctic Bay  
 Broughton Island  
 Cape Dorset  
 Clyde River

\*\*Fort Good Hope\*\*  
 \*\*Fort Norman\*\*

Hall Beach  
 \*\*Igloodik\*\*  
 Lac La Martre  
 Lake Harbour  
 Nanisivik  
 Pangnirtung  
 Rankin Inlet  
 Resolute Bay  
 Snare Lake  
 Tuktoyaktuk

Group F (\$5,728.)

Baker Lake  
 Cambridge Bay  
 Chesterfield Inlet  
 Colville Lake  
 Coppermine  
 Fort Franklin  
 \*\*Grise Fiord\*\*  
 Pond Inlet  
 Snowdrift

Group G (\$6,608.)

Coral Harbour  
 Holman Island  
 Repulse Bay  
 Sachs Harbour  
 Whale Cove

Group H (\$7,492.)

Gjoa Haven  
 Paulatuk  
 Pelly Bay  
 Spence Bay

Employees living in communities marked with \*\* shall receive the revised settlement allowance effective June 1, 1989.

Until such time as there is a Federal Isolated Post Allowance for Trout Lake, N.W.T. it shall be twinned with Jean Marie River.



## 41.08 SETTLEMENT ALLOWANCES\*\*

Effective April 1, 1990

Group A (\$0,000.)

Enterprise  
 Fort Liard  
 Fort Smith  
 Hay River  
 Tungsten  
 Yellowknife

Group B (\$1,395)

Buffalo Junction  
 Churchill  
 Fort Providence  
 Fort Simpson  
 Pine Point  
 Rae Edzo  
 Kakisa

Group C (\$2,788.)

Fort Resolution  
 Fort Wrigley  
 Nahanni Butte

Group D (\$4,194.)

Arctic Red River  
 Eskimo Point  
 Fort MacPherson  
 Inuvik  
 Iqaluit  
 Jean Marie River  
 Norman Wells  
 Rae Lakes  
 Sanikiluaq  
 Trout Lake

Group E (\$5,064.)

Aklavik  
 Arctic Bay  
 Broughton Island  
 Cape Dorset  
 Clyde River  
 Fort Good Hope  
 Fort Norman  
 Hall Beach  
 Igloolik  
 Lac La Martre  
 Lake Harbour  
 Nanisivik  
 Pangnirtung  
 Rankin Inlet  
 Resolute Bay  
 Snare Lake  
 Tuktoyaktuk

Group F (\$5,986.)

Baker Lake  
 Cambridge Bay  
 Chesterfield Inlet  
 Colville Lake  
 Coppermine  
 Fort Franklin  
 Grise Fiord  
 Pond Inlet  
 Snowdrift

Group G (\$6,905.)

Coral Harbour  
 Holman Island  
 Repulse Bay  
 Sachs Harbour  
 Whale Cove

Group H (\$7,829.)

Gjoa Haven  
 Paulatuk  
 Pelly Bay  
 Spence Bay

Until such time as there is a Federal Isolated Post Allowance for Trout Lake, N.W.T. it shall be twinned with Jean Marie River.

ARTICLE 42ULTIMATE REMOVAL ASSISTANCE

42.01

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

ELIGIBILITY

42.02

All employees are covered by this Article. Employees hired prior to August 5, 1976 may choose to use their entitlement under the previous policy, summarized in Clause 42.08. Employees who transferred from the Federal Government and who were entitled to full removal assistance at the time of their transfer, may retain their entitlement of removal to their normal place of residence prior to being posted north.

ENTITLEMENT

42.03

(a) Length of Service

The percentage of approved expenses paid vary with the length of continuous employment with the N.W.T. Government, as follows:

Length of Service	Entitlement
less than 2 years	none
2 years but less than 3	50% of approved costs
3 years but less than 4	75% of approved costs
over 4 years	100% of approved costs
over 20 years	100% of approved costs to any destination in Canada.

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

Laid off employees shall be eligible for 100% ultimate removal regardless of length of service.

The dependants of a deceased employee shall be eligible for 100% ultimate removal regardless of length of service (including the costs of shipping the body).

(b) Weight Limits

The schedule below defines the maximum weights of effects that the Government will pay for. Coverage also includes

crating charges and the limits include weights of the crates. This table applies to all employees:

In furnished accommodation:

employee without dependants -  
maximum 680 kg. (1,500 lbs.)

employee with dependants -  
maximum 1,814 kg. (4,000 lbs.)

Not in furnished accommodation:

employee without dependants -  
maximum 1,814 kg. (4,000 lbs.)

employee with dependants -  
maximum 6,804 kg. (15,000 lbs.)

(c) Personal Travel

In addition to shipment of effects, ultimate removal also covers the travel expenses of the employee and his/her dependants, as follows:

- travel by commercial carrier to "eligible destination".
- accommodation and meal costs (at rates specified in the Duty Travel Article) only at points between community of residence and point of departure and only when stopovers are a result of airline schedules.
- for travel by means other than air, the equivalent of economy airfare; no additional travel expenses for stopovers will be paid.

(d) "Eligible Destination"

The total assistance will be calculated for the point of recruitment and for the actual new domicile. The Government will pay for the lesser of the two (2) totals. The "eligible destination" referred to in Clause 42.03(c) is the location to which the Government will pay costs. Employees residing in communities outside of Churchill, Inuit, or outside of the Mackenzie Highway System, shall receive assistance from their community of residence to the nearest of these communities and then claim removal assistance under Clause 42.03(a) or 42.08.

Employees hired after August 5, 1976, whose community of residence remains the same as his/her point of recruitment, will not receive removal assistance. However, in recognition of length of service, effective the date of the signing of this Agreement, employees whose community of residence remains the same as his/her point of recruitment will be entitled to removal assistance as follows:

- (i) after ten (10) years of service 100% (one hundred percent) of approved costs to the point of departure or to any destination in the Northwest Territories whichever is the lesser cost;
- (ii) after twenty (20) years of service 100% (one hundred percent) of approved costs to any destination in Canada.

#### LIMITATIONS

- 42.04 - Only one entitlement will be paid per household.
- Removal must be made by the most economical and direct means available.
- Claims must be substantiated by bona fide freight bills.
- Payment will not be made for meals, lodging, or any other expenses except as allowed in Clause 42.03(c).
- In the case of an employee who has received annual leave travel assistance in the same half of the fiscal year in which the ultimate removal is claimed, the approved total of removal assistance will be reduced by the amount of the received annual leave travel assistance.
- The Territorial Government will not pay removal assistance to an employee who receives duplicate assistance from another employment source.
- An employee must move from his/her community of residence in order to receive removal assistance. The move must take place within thirty (30) days, except in extenuating circumstances approved by the Director of Personnel.

#### CLAIMS PROCEDURES

- 42.05 To claim removal assistance, the employee must submit an application for Ultimate Removal Assistance. The Department of Personnel will calculate the entitlement and will requisition airline tickets and movers as required.

42.06 For those employees who choose to drive to their destination, all claims are accountable therefore "equivalent economy airfare" will be issued at sixty percent (60%) upon termination. After the employee reaches the final destination, the claim portion of the travel authorization and expense claim form (NWT 1890-02/0780) accompanied by one gas or other substantiating receipt indicating arrival at destination, should be sent to:

Staff Accommodations and Removals,  
 Department of Personnel,  
 Government of the N.W.T.,  
 YELLOWKNIFE, N.W.T.,  
 X1A 2L9.

or to the appropriate Regional Personnel Office.

When this form has been processed, a cheque for the remaining 40% (forty percent) will be issued and sent to the employee's forwarding address.

42.07 Employees who have eligible stopover expenses shall submit a claim form with receipts, in the usual way.

EMPLOYEES HIRED BEFORE AUGUST 5, 1976

42.08 All employees, including those hired locally, who were hired before August 5, 1976, may choose to use their previous ultimate removal entitlement of \$20.00 per month of service. Although the maximum entitlement is \$20.00 per month of continuous service, the claim must be backed by freight bills and travel receipts. The Territorial Government will not pay more than the total of the substantiated claim, nor will it pay more than a maximum of \$2,400.00.

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

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

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

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

NOTE:

An employee hired locally prior to August 5, 1976, may use his/her previous ultimate removal entitlement summarized in Clause 42.08 to any destination either inside or outside the Northwest Territories. For purposes of Clause 42.09, an employee hired locally prior to August 5, 1976, is entitled to Ultimate Removal Assistance, in accordance with the current system, either to the point of departure or to any destination in the Northwest Territories, whichever is the lesser cost.

ARTICLE 43

REMOVAL EXPENSES ON INITIAL APPOINTMENT  
AND SUBSEQUENT MOVES AS AN EMPLOYEE

43.01 The Employer will reimburse an employee for reasonable expenses incurred in moving with his/her dependants between places of duty or to his/her first place of duty on appointment to the Public Service.

ENTITLEMENT

43.02 The following entitlements are subject to the limitations in Clause 43.07. Where the expenses for meals, lodgings, or other items cannot be kept within the entitlements laid down in these regulations, the claimant must explain the circumstances on his/her claim.

- 43.03 The following travelling expenses are allowed:
- (a) transportation by:
    - (i) the most economical airfare (e.g. family plan);
    - (ii) first class rail including multiple accommodation (drawing room, bedroom or compartment) for persons travelling with small children;
    - (iii) privately owned car (refer to Article 45 - Duty Travel).
  - (b) the actual cost of meals and incidental expenses may be claimed up to a maximum of \$15.00 per day for the employee and each dependant six (6) years of age and over and \$10.00 per day for each dependant under six (6) years of age.
    - (i) at the start of the journey for a maximum of three (3) days;

- (ii) enroute for the time required to make the direct journey. Employees travelling by car will be allowed lodging and meal costs of not more than one day for each 644 km. (400 miles) of the trip, using the distances given in the Canadian Warehousing Official Distance Guide where these are listed and on the generally accepted kilometrages for the most direct route for other enroute distances. The maximum claim payable for kilometrages, meals, and lodging enroute cannot exceed the total expense that would have been incurred had the trip been made under paragraph 43.03(a)(i).
- (iii) at destination while awaiting furniture or accommodation for up to twenty-one (21) days if dependants accompany the employee or up to ten (10) days if dependants are not with the employee.
- (iv) for periods of interim lodging and meals at the start of the journey of more than three (3) days and for periods of interim lodging and meals at destination of more than twenty-one (21) days or ten (10) days, as applicable, the Employer may, in exceptional circumstances such as the lack of accommodation at destination, approve reimbursement for an additional period in reduced amounts to a maximum of \$7.50 per day per adult and \$5.00 per day for each child under six (6) years of age which will allow for the saving in home costs during the period.
- (v) under no circumstances will an employee be granted interim lodging and meals exceeding twenty-one (21) days or ten (10) days as applicable, including the period at the start of the journey and at the destination without the approval of the Employer or his/her delegate.
- (c) Excess baggage to a maximum of six (6) pieces not more than 32 kg. (70 lbs.) each for the employee and two (2) pieces not more than 32 kg. (70 lbs.) each for each dependant where:
- (i) effects are moved separately by a slower method of transportation;
- (ii) no other expenses are paid for the movement of effects.
- (d) expenses for telegrams and telephone calls necessary to expedite shipment of effects.

- 43.04 The following entitlements shall apply to the movement and storage of effects:
- (a) where furnished accommodation is not provided at destination and or where the location is serviced by an all-weather road or rail line, the movement of effects not exceeding:
- (i) for an employee who does not have dependants residing with him, 1,814 kg. (4,000 lbs.);
  - (ii) for an employee who has dependants residing with him, 6,804 kg. (15,000 lbs.)
- (b) where furnished accommodation is provided by the Employer at locations not serviced by an all-weather road or rail line, the movement of effects not exceeding:
- (i) for an employee who does not have dependants residing with him/her removal assistance for 680 kg. (1,500 lbs.) of effects;
  - (ii) for an employee who has dependants residing with him/her removal assistance of 1,814 kg. (4,000 lbs.) of effects.
- (c) where an employee's normal place of residence is a mobile home, owned by him, the Employer may authorize him/her to move the mobile home and reimburse him/her to the extent the Employer considers the expenses reasonable in the circumstances provided the employee does not otherwise claim expenses for shipment of effects. No expenses may be claimed for moving transportable or sectionalized homes or other types of quasi-permanent accommodation. For purposes of this Clause "mobile home" is defined as a permanent residence, on its own wheeled under-carriage, designed for highway travel, and includes equipment and furnishings installed by the manufacturer. Justifiable expenses that may be claimed include:
- (i) preparation of the installed equipment and furnishings of the home for the move and disconnection of domestic services;
  - (ii) in-transit insurance for the mobile home and contents up to a maximum coverage of \$30,000;
  - (iii) in-transit charges for ferry and bridge tolls, taxes, etc.;



- (iv) preparation of the installed equipment and furnishings of the home for occupancy after the move and connection of domestic services to existing on-site terminals. In exceptional cases the Employer may allow the total expenses claimed to exceed the maximum expenses that would have been incurred had the removal been of usual effects.
- (d) costs of packing, crating, unpacking, uncrating, transportation and in-transit insurance. If professional movers are not available in the community, the Employer may authorize payment for the cost of packing materials purchased by the employee from local stores and the cost of making crates, etc. by local people in lieu of packing costs by a professional mover;
- (e) temporary storage pending availability of permanent accommodation where authorized by the Employer.
- (f) long term storage at the nearest commercial storage facility when it is not in the interest of the Employer to move the effects. Under normal circumstances, this storage will not exceed three (3) years without the approval of the Employer.
- (g) reimbursement of incidental expenses of the move not specifically provided in these regulations not exceeding:
- (i) \$250.00 for an employee moving into unfurnished accommodation;
  - (ii) \$125.00 for an employee moving into furnished accommodation.
- (h) The Employer shall provide to new employees with their letter of offer a list of basic furnishings provided to employees in government housing.

REAL ESTATE COSTS

- 43.05 (a) An employee who owns and occupies a single family dwelling as a principal residence and is required to transfer from one place of duty to another in the service of and as an employee of the Government of the Northwest Territories may be reimbursed actual real estate, legal and notarial fees incurred in the sale of the residence, provided that the residence is sold and/or purchased within one year of the date the employee was authorized to transfer.
- (i) This benefit will not be applicable to employees upon initial appointment to the Public Service;

- (ii) reimbursement will not be authorized without documented evidence of expenditures;
  - (iii) all claims for reimbursement are to be submitted to the Employer for authorization.
- (b) On initial appointment where a new employee is residing in his/her own home and must either sell or rent it and where this has not been accomplished prior to his/her relocation and he/she is making payments for accommodation at both his/her old and new residences, reimbursement will be made for the period of duplicate cost for a maximum period of three (3) months from the date of appointment for the lesser amount of:
- (i) the monthly mortgage payment on the old residence; or
  - (ii) the monthly rental payment on the new residence.

#### COSTS OF BREAKING LEASES

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

#### LIMITATIONS

43.07 The following limitations shall apply:

- (a) in no case will a move be made without the prior approval of the Employer;
- (b) reimbursement shall be limited to costs which would have been incurred if the move had been carried out in the most practical and economical manner;
- (c) entitlement for lodgings obtained in a private home shall not exceed a daily amount of \$11.00 for the employee and \$3.00 for each dependant;
- (d) an employee who has an established residence at the place of duty at the time of appointment (other than one which he/she must vacate because it was owned by his/her previous employer) shall not be entitled to the benefits provided by this Article.
- (e) travel advances shall not exceed the estimated amount of the employee's entitlement under this Article.

- (f) where the total weight allowance for removal of effects is not used at the time of the initial move, the balance of the allowance cannot be claimed at a later date except in cases where transportation problems preclude transporting the total weight allowance in one shipment.

PROCEDURE

- 43.08 The Employer shall:
- (a) where local moving companies have been appointed as the exclusive booking agent for major van lines, select, on a rotational basis, a local moving company to handle the move;
- (b) (i) where no local moving company has been appointed as the exclusive booking agent, request the employee to obtain from at least two (2) carriers, if possible, a quotation on moving his/her effects to his/her place of duty, including proposed date of delivery.
- (ii) review the estimates and advise the successful moving company to commence the move upon direction from the employee;
- (c) advise the employee of the name of the moving company selected to perform the move;
- (d) issue the necessary travel advances and, if required, transportation warrants.
- 43.09 Within thirty (30) days of arrival, the employee shall submit:
- (a) a completed Travel Authorization and Expense Claim, attaching supporting receipts;
- (b) where reimbursement of incidental expenses is claimed under paragraph 43.04(g) a completed certificate as follows:
- "Certifies that I have incurred expenses incidental to this move and not otherwise claimable in the amount of \$\_\_\_\_\_."
- Claimant
- (c) a cheque for any unexpended balance of advances issued.
- 43.10 The Employer shall provide new employees with an information package specifically detailing what is covered by the provisions of this Article.

43.11 All claims for Removal Expenses on initial appointment and subsequent moves of an employee shall be paid within six (6) weeks of receiving an expense claim from the employee.

NOTE:

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

ARTICLE 44

FOOD PURCHASING AND TRANSPORTATION ASSISTANCE

44.01 Employees newly appointed or transferred for the first time to one of the settlements listed in Clause 44.06 will be given a recoverable food-purchasing and transportation allowance which will assist the employee in purchasing and transporting bulk quantity food supplies to cover his/her first twelve (12) months in the settlement.

ENTITLEMENT

44.02 Assistance is provided as follows:

- (a) recoverable Food Purchasing Assistance will be provided up to a maximum of \$1,000.00 per adult and \$500.00 per child under the age of twelve (12) in a family unit;
- (b) Transportation Assistance will be based upon a maximum weight of 454 kg. (1,000 lbs.) per adult and 227 kg. (500 lbs.) per child under the age of twelve (12) subject to limitations outlined in Clause 44.03.

TRANSPORTATION ASSISTANCE

- 44.03 (1) Since June 30 is considered as the cut-off date for Arctic Resupply Shipments and September 30 is considered a reasonable arrival date for Resupply, these dates will be used in determining an employee's entitlement to Transportation Assistance and also in determining the mode of transportation to be used.
- (2) Subject to the following, the Employer will pay the total cost of transportation of foodstuffs of employees accepting a posting to one of the settlements listed in Clause 44.06 and shall recover a portion of the cost as outlined in Clause 44.04.
- (3) An employee accepting a posting to one of the settlements listed in Clause 44.06:

- (a) after June 30, but prior to September 30, will be permitted to have his/her entire entitlement shipped by air;
- (b) after September 30 but prior to June 30, will be permitted to ship a specified portion of foodstuffs by air and the remainder by sea, as follows:
- (i) by air, a prorated portion of his/her annual weight allotment for his/her period of residence in settlement up to September 30.
  - (ii) by sea - the balance of his/her annual weight allotment.

#### RECOVERIES

44.04

Recovery will be made for Food Purchasing Assistance and a portion of the Transportation Assistance by monthly payroll deductions as detailed below:

- (a) the number of deductions will not exceed the term of employment in the designated settlement or twelve (12) months, whichever is the lesser period of time;
- (b) recovery will be made for the total amount of Food Purchasing Assistance provided;
- (c) the total amount of transportation costs recoverable will not exceed the costs that would have been incurred had the total shipment been transported by sea.

#### ADMINISTRATIVE PROCEDURE

44.05

- (a) When an employee wishes to take advantage of his/her entitlement under this Article, he/she will notify the Regional Personnel Office in his/her region, supplying full details of his/her requirement, i.e. funds required, shipment weight, location, etc.
- (b) The Employer will issue payment in favour of the employee in the amount requested.
- (c) The Employer will calculate the freight costs, according to entitlement, and commence payroll deductions of the total of the payment in (b) above, plus the employee's portion of the freight cost. These payroll deductions will commence in the month following the payment to the employee. Deductions will be made in such a manner as to allow full recovery by June 30 next from the time of payment.

(d) All shipments will be initiated by, and be the responsibility of, the employee. Loss and damage claims will be dealt with by the employee and will be solely between him/her and the supplier and/or shipper, and will not place any responsibility for corrective action on the Government of the Northwest Territories.

(e) Further clarification will be provided on request by the Regional Personnel Office.

44.06 Settlements to which this Article applies:

Arctic Bay	Gjoa Haven	Paulatuk
Baker Lake	Grise Fiord	Pelly Bay
Broughton Island	Hall Beach	Pond Inlet
Cape Dorset	Holman Island	Port Burwell
Chesterfield Inlet	Igloodik	Repulse Bay
Clyde River	Lake Harbour	Sachs Harbour
Coral Harbour	Nanisivik	Sanikiluaq
Eskimo Point	Pangnirtung	Spence Bay
		Whale Cove

44.07 The Employer shall provide new employees with an information package specifically detailing what is covered by the provisions of this Article.

#### ARTICLE 45

##### DUTY TRAVEL

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

##### ENTITLEMENT

15.02 The entitlements set out hereunder are subject to limitations in Clauses 45.05, 45.07 and 45.08. Where the expenses for meals, lodging and other items cannot be kept within the entitlements laid down in this Article, the claimant must explain the circumstances on his/her claim and justify actual expenses by receipts.

##### TRANSPORTATION

15.03 The cost of transportation is authorized as follows:

(a) economy air (employees may be entitled to travel first class if proof is provided that economy air was not available on a required flight);

- (b) privately owned car (refer to Article 45.10 to 45.15);
- (c) chartered aircraft;
- (d) first class rail with sleeping car, duplex roomette, or parlour car chair except that coach class should normally be used for short trips;
- (e) rented or hired cars - where this is the most reasonable or economical means of travel. 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;
- (f) privately owned aircraft (refer to Clauses 45.16 and 45.17).

#### ACCOMMODATION

#### 45.04

- (a) Commercial Accommodation (Not Exceeding Fifteen (15) Calendar Days) - employees will be reimbursed for actual costs of authorized accommodation. Where possible employees shall use hotels which provide special rates for Government employees. When making a reservation with a listed hotel, it should be clearly indicated that the accommodation is for a Government of the Northwest Territories employee in travel status and is to be at the Government agreed rate. Commercial accommodation expenses must be accompanied by receipts.
- (b) Accommodation for Periods in Excess of Fifteen (15) Calendar Days - normally the employee will be expected to make appropriate arrangements for suitable rental accommodation at weekly or monthly rates. This should be arranged prior to the start of the period in travel status or shortly after arrival.
- (c) Non-Commercial Accommodation - where employees make private arrangements for overnight accommodation, they may claim \$13.50 for each night. This rate will be adjusted as the Federal rate is changed.
- (d) Government Accommodation - employees on extended trips may be provided with temporary accommodation at the discretion of the Employer. Employees who obtain such lodging are not entitled to the \$13.50 non-commercial accommodation allowance referred to in Clause 45.04(c), and are financially responsible for any damage incurred. Employees provided with this accommodation are not required to pay rent if they are in receipt of a private accommodation allowance or are paying rent at their usual place of residence.

MEALS AND INCIDENTAL EXPENSES

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

For periods of duty travel not exceeding fifteen (15) calendar days, a per diem rate of \$46.35 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	\$ 8.25
(ii) Lunch	\$10.10
(iii) Dinner	\$22.00
(iv) Incidentals	\$ 6.00

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

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

NOTE:

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

(b) Except in communities where housekeeping units or reasonable room and board are not available, when travel status extends beyond fifteen (15) calendar days in one location, the maximum amount claimable for meals shall be reduced to \$15.00 per day inclusive for all days in excess of fifteen (15) calendar days.

(c) An employee may not be treated as "in travel status" if he/she is appointed to the establishment of one headquarters area, but his/her duties are carried out at another location during the major portion of the time or continuously.

(d) Where the return trip is made in one day, the amount claimable shall be on the basis of meals only.



OTHER EXPENSES

45.06 Employees may be reimbursed for:

- (a) long distance telephone calls of an official nature providing that an explanation is provided. Where an employee is required to remain absent from his/her home over a week-end, and has been on continuous travel status for two (2) or more days preceding the week-end, he/she shall be reimbursed for a personal long distance call not to exceed five (5) minutes (to be supported by receipts where available);
- (b) baggage - for storage and excess baggage charges where this is in the performance of duty and a satisfactory explanation is provided;
- (c) taxis - the use of taxis must be explained except where the purpose is self-evident. Taxis should not be authorized for repeated trips between the same place where convenient public transportation is available.
- (d) laundry - after two (2) consecutive days on duty travel, a maximum of \$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 \$50.00.
- (g) Child care Expenses - employees may be reimbursed a maximum of \$15.00 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 normally been incurred.

LIMITATIONS

- 45.07 Notwithstanding Clause 45.06(f), no item of "other expenses" or transportation in excess of five dollars (\$5.00) will be reimbursed unless it is supported by a receipt.
- 45.08 The following expenses will not be allowed:
  - (a) purchase of briefcases, fountain pens, tools or any other supplies or equipment;
  - (b) rental of television or radio receiving sets, where not included in the charge for lodgings;

- (c) purchases of a personal nature, such as baggage, clothing, etc.
- (d) subject to Clause 45.06(a), telephone, telegraph, cable, or radio messages of a personal nature except in the case of unavoidable delay in arrival home;
- (e) expenses of any kind incurred during stopovers for personal reasons or during periods of leave, with or without pay;
- (f) any losses of money or of personal belongings.

PROCEDURE

- 45.09
- (a) The Employer shall authorize Duty Travel by signing the Travel Authorization and Expense Claim before the start of the trip.
  - (b) This form (NWT 1890-02/0780) is to be submitted as a request for an advance of travel expenses where this is required.
  - (c) All requests for advances should be submitted at least three (3) working days before the trip commences.
  - (d) The form (NWT 1890-02/0780) will be returned to the claimant along with the cheque for the advance.
  - (e) Within ten (10) days of completing the trip, the employee shall submit his/her claim for expenses on the pre-authorized form NWT 1890-02/0780 for approval by the Employer, along with a personal cheque to cover any amount by which the travel advance exceeds the total of the claim.

- (f) No employee is allowed to have more than one travel advance outstanding at any one time, unless circumstances indicate the need for two. Failure to comply with this regulation will result in automatic payroll deductions being initiated for the total amount of the advance.

TRAVEL BY PRIVATELY OWNED CAR

- 45.10
- (a) The Employer will reimburse an employee who, with prior authority, uses a privately owned car for necessary travel on Government business or on removal.
  - (b) The use of a privately owned car shall not be authorized when, because of the additional time involved, commercial transportation would be more reasonable and practicable.

- (c) When the total cost of the trip, including the cost of meals, lodging and incidental expenses exceeds the cost of the same journey by ordinary commercial means, reimbursement shall be limited to the commercial cost.

#### ENTITLEMENTS

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

- (a) where the use of privately owned car is authorized:
- (i) for the Employer's rather than the individual's convenience - an allowance of 34 cents per kilometre for travel within the Territories and 29.5 cents per kilometre for travel elsewhere;
  - (ii) for the individual's rather than the Employer's convenience - an allowance of 12.5 cents per kilometre.

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

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

#### 45.12 LIMITATIONS

The following limitations shall apply:

- (a) persons not covered by personal insurance shall not be authorized to use a private car on Government business;
- (b) the Government will not pay for any additional cost of insurance which may be required on the employee's car by reason of using it on Government business;
- (c) the distance allowance for enroute travel shall be calculated:
  - (i) for enroute travel, on distances given in the Canadian Warehousing Official Distance Guide, where these are listed, e.g. Yellowknife to Edmonton - 1,514 km. (938 miles);
  - (ii) for other enroute distances, on the generally accepted kilometrages for the most direct route.
- (d) no additional distance allowance will be paid where other employees on duty are carried as passengers.

45.13 The Employer will not pay any claims for damage, loss or liability incurred by an employee while driving an automobile on Government business other than those claimed under the Workers' Compensation Act.

45.14 PROCEDURE

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

45.15 TRAVEL BY PRIVATELY OWNED AIRCRAFT

The Employer will reimburse employees who, with prior authority, use private aircraft for Government business travel within the Northwest Territories.

45.16 ENTITLEMENT

Where the employee uses his/her own private aircraft for Government business travel, he/she shall be paid the distance rates stipulated in Clause 45.11. If the journey could have been made by regular scheduled airlines and costs exceed the economy airfare for that journey, reimbursement shall be limited to the cost of the economy airfare.

45.17 PROCEDURE

The Employer shall authorize distance allowance by signing the Travel Authorization and Expense Claim before the start of the trip.

45.18

INSURANCE

The Employer carries liability insurance covering public liability and property damage for non-owned aircraft. The Employer will not pay any claims for damage, loss or liability while flying an aircraft on Government business other than those claimed under the Workers' Compensation Act. The Employer only pays for damage caused by the non-owned aircraft and not damage to the aircraft or injury to persons on board the aircraft.

45.19

LIMITATION

When the total cost of the trip including the cost of meals, lodging, and incidental expenses exceeds the cost of the same journey by ordinary commercial means, reimbursement shall be limited to the commercial cost.

45.20

HEADQUARTERS TRAVEL

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

45.21

ENTITLEMENT

Subject to the Employer's approval, payment shall be made for transportation in the headquarters area of the employee in the following circumstances:

- (a) for a taxi between home and place of duty where the employee is required to work after normal hours and circumstances such as the combination of late hours, weather, and distance make it unreasonable to use his/her normal means of getting to or from work;
- (b) where transportation is necessary for such reasons as the carrying of bulky documents or because of the time factor and the method chosen is the most economical under the circumstances.

45.22\*\*

LIMITATIONS

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

ARTICLE 46UNIFORMS AND PROTECTIVE CLOTHING

- 46.01 Where an employee's work is of a nature where health and cleanliness must be maintained or where special identification will aid in the effective performance of duties and in meeting particular program objectives, the Employer will provide uniform clothing free of charge to employees.
- 46.02 Uniform Clothing Issue is defined as items of wearing apparel, maintained at an acceptable standard at the employee's expense, generally consisting of:
- (a) outer clothing worn on duty indoors or outdoors;
  - (b) footwear;
  - (c) gloves and ties.
- 46.03 The purchase of Uniform Clothing Issues will be the responsibility of the central purchasing agency of the Territorial Government.
- 46.04 Uniform Clothing Issues provided free of charge to employees and replaced free of charge under prescribed conditions will be considered items of Government property.
- 46.05 TERMS AND CONDITIONS OF UNIFORM CLOTHING ISSUE
- (a) Uniform Clothing Issues are to be worn only when employees are on duty.
  - (b) The responsibility of maintaining Uniform Clothing Issues clean and in good repair rests with employees.
  - (c) Loss of, or damage through negligence, to Uniform Clothing Issues will result in an assessed charge to the employee.
  - (d) In the event a uniformed employee terminates or transfers to a non-uniformed position, the employee shall be given an option to purchase selected uniformed clothing items at a reasonable price based on the age and condition of the selected items.
- 46.06 Custodial workers will be supplied smocks or coveralls. Custodial workers who are required to work outdoors in the winter will be provided insulated coveralls.

ARTICLE 47  
EDUCATIONAL LEAVE

47.01 PURPOSE

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

47.02 DEFINITION OF EDUCATION LEAVE

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

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

NOTE:

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

47.03 ELIGIBILITY

All applicants for Education Leave must satisfy the following requirements:

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

47.04 LEVELS OF ASSISTANCE FOR EDUCATION LEAVE

All Education Leave includes assistance for tuition, travel costs, and one full removal in and out for the purposes of Education Leave. Allowances in lieu of salary may also be

paid to employees on Education Leave. The level of assistance paid will be determined by the following criteria:

- (a) Education Leave Without Allowance in Lieu of Salary  
 Basic assistance, as outlined above, will be paid to employees who request Education Leave to further their post-secondary education with the objective of obtaining qualifications that are generally relevant to present or future requirements of the Territorial Public Service.

- (b) Education Leave with Partial Allowance in Lieu of Salary  
 A minimum allowance equivalent to 50% (fifty percent) of present salary will be paid to a candidate, when, in order to make the most economical use of existing manpower and to capitalize on accumulated experience, knowledge and capability, a department head selects the employee to meet an identified need rather than recruit outside the Territorial Public Service.

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

- (c) Education Leave With Full Allowance in Lieu of Salary  
 An allowance equivalent to 100% (one hundred percent) of present salary will be paid to employees on Education Leave, when:
- (i) An employee whose skills become technically obsolete requires retraining to satisfactorily carry out his/her work.
  - (ii) An employee agrees to undertake a full course of studies at the request of his/her department head when qualified persons cannot be recruited to carry out essential work.

#### 47.05

#### ADMINISTRATION PROCEDURES

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

- (k) Employees recommended for a consecutive year of Education Leave will normally return to regular work assignments between academic years. Travel costs and housing accommodation for temporary work assignments will be provided by the Department of Personnel and allowed at single status only.
- (l) Employees on Education Leave cease to earn leave credits, except for any period of temporary employment.
- (m) Deductions based on earnings will drop correspondingly with reduced earnings. However, superannuation deductions will be based on the full salary for the position held by the employee while on Education Leave, and will be recovered in equal instalments over a period equal to the absence.

47.06

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

#### ARTICLE 48

##### SHORT TERM LEAVE FOR TRAINING PURPOSES

- 48.01 Leave without pay to take advanced or supplementary professional or technical training of less than one academic year may be granted to employees with the approval of the Employer.
- 48.02 Such leave shall be based on an appraisal of the present and future job requirements and the qualifications of the employee applying therefor and shall be granted only to meet the identified needs.
- (a) Full or partial financial assistance in respect of salary, tuition, travelling and other expenses may be granted during such leave;
- (i) where the employee has become technically obsolete and requires retraining to satisfactorily carry out the work, or
- (ii) where the courses are required to keep the employee abreast of new knowledge and techniques in his field of work, or

- (iii) where qualified persons cannot be recruited to carry out essential work and it is necessary to train present employees.
- (b) Refund of tuition fees, in respect of courses may be made on receipt of evidence of successful completion, if the course is of value to the employee's work and does not require the employee to be absent from duties.
- Such refund of tuition fees shall not be unreasonably denied.
- (c) Under this Article, leave with full or partial financial assistance in respect of salary will carry with it the obligation to return after leave to work for the Public Service in the Territories for a period equivalent to the leave.

## 48.03

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

ARTICLE 49CIVIL LIABILITY

## 49.01

If an action or proceeding is brought against any employee or former employee covered by this Agreement for an alleged tort committed by him/her in the performance of his/her 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/her shall advise the Government through the Deputy Minister of his/her department of any such notification or legal process;
- (b) The Government 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 Government shall pay any sum required to be paid by such employee in connection with the settlement of any claim made against such employee if such settlement is approved by the Government through the Deputy Minister before the same is finalized; provided the conduct of

the employee which gave rise to the action did not constitute a gross disregard or neglect of his/her duty as an employee.

- (d) Upon the employee notifying the Government in accordance with paragraph (a) above, the Government 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 Government shall unilaterally appoint counsel. The Government accepts full responsibility for the conduct of the action and the employee agrees to co-operate fully with appointed counsel.

#### ARTICLE 50

##### SEXUAL HARASSMENT

- 50.01 The Government of the Northwest Territories is committed to promoting a work environment which is free from sexual harassment. Every employee has the right to freedom from harassment in the workplace because of sex by his/her employer or agent of the employer or by another employee.
- 50.02 Sexual harassment is defined as any conduct, gesture or contact of a sexual nature that:
- (a) is likely to cause offence or humiliation; or
  - (b) that might, on reasonable grounds, be perceived by an employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.
- 50.03 A grievance under this Article may be initiated at any step of the grievance procedure. Grievances under this Article will be handled with all possible confidentiality and dispatch.

ARTICLE 51RE-OPENER OF AGREEMENT AND MUTUAL DISCUSSIONSRE-OPENER OF AGREEMENT

51.01 This Agreement may be amended by mutual consent.

MUTUAL DISCUSSIONS

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

ARTICLE 52DURATION AND RENEWAL

52.01\*\* The term of this Agreement shall be three years, from April 1, 1989 to March 31, 1992.

The pay schedules contained in Appendix "B" and Settlement Allowance Schedules contained in Article 41 shall apply from the dates specified therein; i.e., April 1, 1989, April 1, 1990, and April 1, 1991.

All other provisions of this Agreement take effect on the date of signing unless another date is expressly stated therein.

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

52.03 Within three (3) months preceding the termination of this Agreement, either party may, by written notice, require the other party to commence bargaining collectively with a view to the conclusion, renewal or revision of the Collective Agreement in accordance with Subsection (1) of Section 43 of the Public Service Act.

52.04 Where notice to commence collective bargaining has been given under Clause 52.03, the Employer shall not without consent by or on behalf of the employees affected, increase or decrease salaries, or alter any other term or condition of employment of employees in the Bargaining Unit which was in force on the

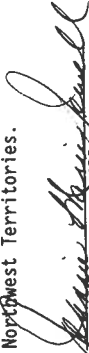
day on which the notice was given until a renewal or revision of the Agreement, or a new Collective Agreement has been concluded, or an arbitral award has been handed down in accordance with Subsection 3 of Section 42 of the Public Service Act.


SIGNED AT YELLOWKNIFE THIS 6th

DAY OF SEPT. 1989.

Signed by, for and on behalf  
of the Minister of Personnel  
for the Government of the  
Northwest Territories.

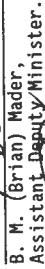
Signed on behalf of the Union  
of Northern Workers.

  
Joannie Marie-Jewett  
Minister of Personnel.

  
Darn Crook,  
President, U.N.W.

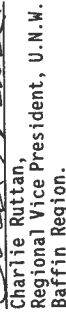
  
Gerald D. Jannet,  
Deputy Minister of Personnel.

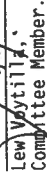
  
Dianne Strillaeff,  
1st Vice President, U.N.W.

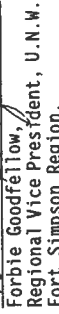
  
B. M. (Brian) Mader,  
Assistant Deputy Minister.

  
Jim Wilson,  
2nd Vice President, U.N.W.

  
Herb Hunt,  
Director, Staff Relations.

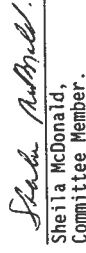
  
Charlie Ruttan,  
Regional Vice President, U.N.W.  
Baffin Region.

  
Lew Vaytilla,  
Committee Member.

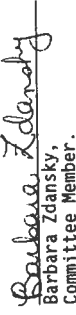
  
Forbie Goodfellow,  
Regional Vice President, U.N.W.  
Fort Simpson Region.

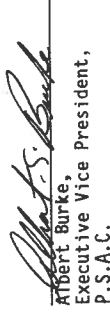
  
Malcolm Boyle,  
Committee Member.

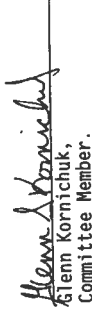
  
Bep McDonald,  
Executive Secretary Treasurer,  
U.N.W.

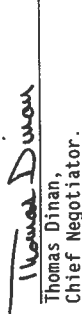
  
Sheila McDonald,  
Committee Member.

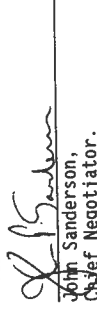
  
Mike McNamara,  
Research Officer, P.S.A.C.

  
Barbara Zdanaky,  
Committee Member.

  
Albert Burke,  
Executive Vice President,  
P.S.A.C.

  
Glenn Kornichuk,  
Committee Member.

  
Thomas Dinan,  
Chief Negotiator.

  
John Sanderson,  
Chief Negotiator.

The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry should be supported by a valid receipt or invoice. This not only helps in tracking expenses but also ensures compliance with tax regulations.

In the second section, the author outlines the process of reconciling bank statements with the company's ledger. It is noted that any discrepancies should be investigated immediately to prevent errors from compounding over time.

The final section provides a summary of the key findings and recommendations. It suggests that implementing a more robust internal control system could significantly reduce the risk of fraud and improve overall financial accuracy.

The following table provides a detailed breakdown of the financial data for the quarter. Each row represents a different category, and the columns show the beginning balance, additions, deductions, and ending balance.

Category	Beginning Balance	Additions	Deductions	Ending Balance
Accounts Receivable	\$12,500	\$8,000	\$3,000	\$17,500
Inventory	\$5,000	\$2,000	\$1,500	\$5,500
Prepaid Expenses	\$3,000	\$0	\$2,000	\$1,000
Accounts Payable	\$7,000	\$4,000	\$6,000	\$5,000
Accrued Liabilities	\$2,000	\$1,000	\$0	\$3,000
Retained Earnings	\$10,000	\$5,000	\$0	\$15,000

The data indicates a positive trend in most asset categories, although there is a notable decrease in prepaid expenses. The overall financial health appears stable, provided the liabilities are managed effectively.



APPENDIX A1  
WILDLIFE OFFICERS

COMPENSATORY LEAVE

A1.01

In order to meet the operational requirements of the Wildlife Service, Wildlife Officers engaged in field and patrol operations may not always be able to work the normal work week of five (5) work days followed by two (2) days of rest, and may sometimes be required to work in excess of five (5) consecutive days in one week. Because of this, Wildlife Officers are allowed flexibility in scheduling their work week on an irregular basis to meet operational requirements.

A1.02

- (1) As a means of compensating Wildlife Officers for any extra days worked as a result of their irregular work schedule, the Employer agrees that where a Wildlife Officer works in excess of the normal work days in a month, he/she shall be entitled to a compensatory day off with pay for each extra day worked.
- (2) These compensatory days must be taken at a time mutually agreeable to both the employee and the Employer, and they must be used in the same fiscal year in which they are earned.
- (3) At the end of the fiscal year, those accumulated days which the employee has been unable to use will be liquidated in cash, at the normal daily rate of pay, up to a maximum of fifteen (15) days. If the employee has accumulated more than fifteen (15) days, those days in excess of fifteen (15) lapse. Under no circumstances will an employee be paid out for more than fifteen (15) days at the end of the fiscal year and there shall be no carry over of those days from one fiscal year to the next.

APPENDIX A2

CORRECTIONS OFFICERS

A2.01

Article 16 and Clauses 22.04(a), 22.05, 22.06, and 22.07 do not apply to Corrections Officers.

A2.02

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

## APPENDICES

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

A2.03 The hours of duty for Corrections Officers I and II shall be scheduled so that the employees:

- (a) in every six (6) day period, work thirty-two (32) hours and four (4) days out of every six (6); and
- (b) on a daily basis, work eight (8) hours inclusive of a paid meal period of one-half (1/2) hour; and
- (c) obtain two (2) consecutive days of rest following each four (4) day work period.

A2.04 The Employer agrees to provide a hot meal to employees working on the shift between 0800 and 1600 hours daily and to provide food for other employees to prepare their own meals on the remaining two (2) shifts daily. The specified meal period will be scheduled as close to the midpoint of the shift as possible. During this meal period the officers may be away from their place of duty, but not off the premises, providing at least two (2) officers, one being the Control Officer, remain on duty at all times. This latter requirement will not apply to the midnight to morning shift.

A2.05 The Employer will permit mutual shift exchanges subject to the following requirements:

- (a) There shall be no financial penalty to the Employer; and
- (b) Both employees must signify their mutual agreement by notifying the Employer not less than forty-eight (48) hours in advance of each requested change; and
- (c) The shift exchange is fully completed within the same two (2) week pay period; and
- (d) No employee is required to work in excess of eight (8) hours in any one day; and
- (e) No employee shall work in excess of twelve (12) consecutive hours.

A2.06 Corrections Officers assigned outside of the Corrections Centres to field operations where regular eight (8) hour shifts have not been scheduled, shall receive, in addition to their regular pay, pay for six (6) additional hours at the

rate of time and one-half (1 1/2) for each twenty-four (24) hour period of such assignments.

- A2.07 The Employer shall set up a master shift work schedule and post it one calendar month in advance. This schedule will cover the normal shift requirements of the work area.
- A2.08 Effective April 1, 1985 those employees who have uniforms that require dry cleaning shall be paid an allowance of \$125.00. An employee will receive this allowance on initial appointment and after every twelve (12) months of employment.
- A2.09 The normal hours of work of the Institutional Nurse shall be thirty-seven and one-half (37 1/2) hours per week.
- A2.10 (a) The Employer will provide all new indeterminate, term or part-time employees with less than one year of experience in the field a ten (10) day training program consisting of classroom and on-the-job training before being required to function independently as a Corrections Officer.
- (b) Except in the case of emergencies, casual employees will work under the supervision of a CO II for at least two (2) days and no casual employee shall be required to work more than five (5) shifts without receiving two (2) days training with the staff training officer.

#### APPENDIX A3

##### COOKS

- A3.01 Articles 16 and Clause 22.05, 22.06, and 23.07 do not apply to Cooks at Correctional Institutions or to Cooks at Government-operated hostels.
- A3.02 The hours of duty for employees to whom this Article applies shall be scheduled so that the employees:
- (a) in every six (6) day period, work thirty-two (32) hours and four (4) days out of every six (6); and
  - (b) on a daily basis, work eight (8) hours inclusive of a paid meal period of one-half hour; and
  - (c) obtain two (2) consecutive days of rest following each four (4) day work period.
- A3.03 The Employer agrees to provide two (2) hot meals during the course of each shift, that is to say, breakfast and lunch or lunch and dinner as the case may be.

APPENDIX A4COURT REPORTERS HOURS OF WORK AND OTHER TERMS  
AND CONDITIONS OF EMPLOYMENT

- A4.01 Except as provided herein, Articles 22 and 23 do not apply to employees classified as Court Reporters.
- A4.02 Employees in this classification will not be required to observe the normal hours of attendance stipulated for the Public Service but will be required to maintain attendance for provision of services as required. In the event no Court has been scheduled and a reporter wishes to remain absent from his/her place of employment during that time, permission must be obtained from the Chief Reporter. The Chief Reporter shall set up a weekly work schedule which shall be posted at least six (6) working days in advance. This schedule will cover all normal work requirements.
- A4.03 Travelling time, outside regular working hours or on Saturdays and Sundays shall be paid at the overtime rate in accordance with Article 23.
- A4.04 The Employer shall provide office dictating and transcribing equipment, typewriters, ribbons and ink and cassettes for dictating equipment, as well as ordinary stationary items but not those required for specific reporting functions. Other equipment belonging to individual Court Reporters shall be serviced or repaired by the Employer.

APPENDIX A5CONDITIONS OF WORK  
DORMITORY SUPERVISORS IN SCHOOL HOSTELS

- A5.01 Dormitory Supervisors employed in adult vocational training centres that are operational for a full twelve (12) month period shall be entitled to the provisions of the Collective Agreement and not to the provisions of this Appendix.
- A5.02 Except as provided in Clause A5.01, the following Articles of the Collective Agreement do not apply to Dormitory Supervisors:
- |          |       |       |       |       |
|----------|-------|-------|-------|-------|
| 2.01(dd) | 16.03 | 18.02 | 22.02 | 29.01 |
| (i)      | 16.04 | 18.03 | 22.04 |       |
| (ii)     | 16.05 | 18.04 | 22.05 |       |
| (iii)    | 16.06 | 18.07 | 22.06 |       |
|          |       | 18.13 | 22.08 |       |

HOURS OF WORK

- A5.03
- (a) The work year will commence one week before the first scheduled day of school and will end one week after the end of the school year. The school year is that established by the Department of Education for the area in which the employee is working.
  - (b) During the work year defined above, an employee will normally work a total of 1950 hours, inclusive of designated paid holidays.
  - (c) The Employer shall set a master shift schedule for the work year and post it prior to the start of the work year. The schedule will cover the normal shift requirement of the work area.
  - (d) Any hours for which an employee is scheduled on the master shift schedule to work in excess of 1950 hours shall be compensated at one and one-half (1 1/2) times the straight time rate at the end of the work year. All other overtime hours shall be compensated in accordance with Article 23.
  - (e) The work will be scheduled to provide at least two (2) consecutive days of rest per six (6) day period.
  - (f) No scheduled shift shall exceed ten (10) hours of work.
  - (g) Shift schedules will be prepared in such a manner that split shifts will be kept to the minimum.
  - (h) An employee is entitled to a minimum of eight (8) hours of rest between completed shifts.
  - (i) In every proposed four (4) hour work period an employee shall be entitled to a rest period of fifteen (15) minutes. The time of such rest periods shall be determined by the department head or the supervisor of the shift to which the employee is assigned.

PAY

- A5.04
- (a) An employee will be paid over a twelve (12) month period. Payment of their salary will be in accordance with the conditions appearing elsewhere in this Agreement.
  - (b) The straight time rate means the hourly rate of pay obtained by dividing a full time employee's annual rate of pay by 1950 hours.

DESIGNATED PAID HOLIDAY

- A5.05
- (a) When an employee is required to work on a day designated as a holiday under Article 16.01 of the Collective Agreement, he/she shall be entitled to be paid at the applicable overtime rate of pay for that day worked in addition to the pay he/she would have received had he/she not worked or take a mutually agreed day in lieu thereof.
  - (b) For the purpose of completing a time sheet for the day to which the holiday was moved, the hours worked shall be recorded.
  - (c) When a designated paid holiday coincides with an employee's day of rest, the holiday shall be moved to another working day nominated by the Employer or if operational requirements do not permit the time off, a lieu day shall be credited to the employee for use at a later date.
  - (d) For the purpose of completing a time sheet for the day to which the holiday was moved or for the lieu day, actual hours scheduled to work shall be recorded.

VACATION LEAVE

- A5.06
- (a) Employees shall accumulate vacation leave in accordance with Clause 18.01 of this Agreement.
  - (b) The Employer shall make every reasonable effort to grant such vacation leave during the work year at a time requested by the employee subject to operational requirements.
  - (c) Any accumulated vacation leave which has not been taken during the work year will be paid out at the appropriate rate at the end of said year.

PAY IN LIEU OF LEAVE WHEN EMPLOYMENT TERMINATES

- A5.07
- (a) Where an employee dies or otherwise terminates his/her employment, he/she or his/her estate will receive, in lieu of vacation leave:
 

The balance of his/her annual salary if the termination date coincides with the end of a completed work year.
  - (b) If the termination date does not coincide with the end of the work year:

- (i) An amount equal to six percent (6%) of the total basic pay earned by him/her for the work year in which his/her employment is terminated if his/her period of continuous employment is not less than thirty (30) days and not more than two (2) years, or
- (ii) An amount equal to eight percent (8%) of the total basic pay earned by him/her for the work year in which his/her employment is terminated if his/her period of continuous employment is more than two (2) years but less than ten (10) years.
- (iii) An amount equal to ten percent (10%) of the total basic pay earned by him/her for the work year in which his/her employment is terminated if his/her period of continuous employment is more than ten (10) years but less than twenty-four (24) years; or
- (iv) An amount equal to twelve percent (12%) of the total basic pay earned by him/her for the work year in which his/her employment is terminated if his/her period of continuous employment is more than twenty-four (24) years.
- (v) An employee whose employment is terminated by reason of a declaration that he/she abandoned his/her position is entitled to receive the payment referred to in (i) to (iv). If after reasonable efforts the Employer is unable to locate the employee within six (6) months of termination, his/her entitlement shall lapse.

A5.08

Employees who are required to work a shift during which a meal is served shall be entitled to that meal without charge.

A5.09

Where an employee is required to attend staff meetings, staff development programs, orientation courses, seminars or other similar events, during a recess period or during days of rest, he/she shall be compensated at the applicable straight time rate either in cash or equivalent time off.

A5.10

When an employee is required to perform duties outside the residence for which regular shifts do not provide twenty-four (24) hour coverage, the employee shall receive an additional four (4) hours pay at time and one-half (1 1/2) his/her straight time rate for each twenty-four (24) hour period he/she is assigned.



- A5.11 When an employee is required to work beyond the work year provided in Clause A5.03(a) he/she shall be paid at the rate of time and one-half (1 1/2) his/her straight time rate for all hours worked.
- A5.12 In order to facilitate hiring of new employees and scheduling hours for other employees, those Dormitory Supervisors planning to terminate their employment during the summer recess shall notify the Employer of their intent prior to May 30th of any school year.
- A5.13 The Employer will make every reasonable effort to ensure two (2) qualified supervisors are on duty on an afternoon shift.

APPENDIX A6

CLASSROOM ASSISTANTS

- A6.01 Employees in this classification will be entitled to all benefits of this Collective Agreement except for those conferred by the following Articles:
- |       |       |       |       |
|-------|-------|-------|-------|
| 18.01 | 18.04 | 18.07 | 18.10 |
| 18.02 | 18.05 | 18.08 | 18.13 |
| 18.03 | 18.06 |       |       |
- A6.02 (a) Except as provided in (b) below, the work year for Classroom Assistants will normally commence on the first day of the school year and shall end on the last day of the school year. Depending on operational requirements, the work year may fluctuate to include up to one week before the beginning of the school year.
- (b) For those employees who have not completed the Classroom Assistant Training Course, their work year will be extended to include these courses for each year that the Classroom Assistant attends such a course.
- A6.03 (1) Employees in this classification will not be required to report for duty during the Christmas, Easter and Summer Recesses as prescribed by their local school calendar. Because of the foregoing, Classroom Assistants will not be entitled to earn or take annual leave as prescribed in Article 18 of this Agreement.
- (2) Where an employee dies or otherwise terminates his/her employment during a school year, he/she or his/her estate shall receive that portion of the summer recess pay to which he/she is entitled in accordance with the number of school days worked during that school year.

## A6.04

Hours of work shall be scheduled on a regular basis so that Classroom Assistants:

- (a) On a weekly basis will not work in excess of thirty-seven and one-half (37 1/2) hours and five (5) days per week without receiving overtime in accordance with Article 23.
- (b) On a daily basis be on duty a minimum of fifteen (15) minutes before the start of the normal school day, and to remain on duty until the departure of the last student in their class at the end of the day.
- (c) Obtain two (2) consecutive days of rest per week.
- (d) Where Classroom Assistants share the noon hour supervision of students with teachers, the Employer will ensure that a duty free, one hour lunch period will be allowed on an equitable and shared basis with teachers.

## A6.05

Classroom Assistants will be paid the appropriate salary for their classification over a twelve (12) month period. Payment of their salary will be in accordance with the following conditions:

STAGE I

Employees without training entering into this program will be hired at Step 1 of Pay Range 9. Advancement through this pay range is based on annual increments. Upon completion of those competencies identified for the Certificate Summer School Course employees will advance to Stage II.

STAGE II

After completion of Stage I, the employee shall move to a step in Pay Range 11 which provides for an increase in salary that is nearest to but not less than the difference between Step 1 and Step 2 of the new pay range. Advancement through this pay range is based on annual increments.

STAGE III

Upon obtaining a Classroom Assistant's Certificate, the employee shall move to a step in Pay Range 13 which provides for an increase in salary that is nearest to but not less than the difference between Step 1 and Step 2 of the new pay range. Advancement through this pay range is based on annual increments.

STAGE IV

All Classroom Assistants are encouraged to acquire a Diploma. Employees possessing such a Diploma will be advanced in pay on the next pay day following the granting of such Diploma to a step in Pay Range 15 which provides for an increase in salary that is nearest to but not less than the difference between Step 1 and Step 2 of the new pay range. Advancement through this pay range is based on annual increments.

NOTICE OF ASSESSMENT

The Superintendent of Education in each region shall provide to each employee a written notice of assessment indicating:

- (i) the accredited segments of the training program each employee has been adjudged to have successfully completed or have credited through other course work or experience; and
- (ii) the place on the pay plan at which each individual is to be placed.

DISAGREEMENT

In the event that an employee disagrees with the assessment of his/her qualifications and subsequent placing on the pay plan, he/she may appeal the Superintendent's decision to the Deputy Minister of Education. An appeal shall only be accepted for review if lodged with the Deputy Minister of Education within sixty (60) days of receipt of Notice of Assessment. The Deputy Minister's decision in respect of an appeal will be final and binding and such decision shall be handed down within thirty (30) days of receipt of the appeal by the Deputy Minister.

A6.06

Classroom Assistants planning to terminate their employment during the summer recess are required to notify the Employer of their intent at least two (2) weeks prior to the last day of the school year.

A6.07

Classroom Assistants shall be entitled to overtime in accordance with the provisions of Article 23.

A6.08

When a Classroom Assistant is required to lead a class and no teacher is present in the classroom, the Classroom Assistant will be paid at a rate two (2) ranges above their current step.

A6.09

Classroom Assistants attending conferences approved by the Employer shall be on leave with pay and will have their travel and conference expenses paid.

## APPENDIX AZ

CASUAL EMPLOYEES

A7.01

The Employer shall hire casual employees for a period not to exceed four (4) months of continuous employment in any particular division or department.

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

A7.02

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

A7.03

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

- (a)\*\*Clause 2.01 (g) "Continuous Employment" in respect of a casual employee shall include any period of employment with the Government of the Northwest Territories which has not been broken by more than ten (10) working days.
- (b) The following Articles and Clauses contained in this Collective Agreement do not apply to casual employees:
  - (i) Article 18 - Entire Article except Clause 18.07.
  - (ii) Article 20 - Sick Leave Clauses 20.09 and 20.10,
  - (iii) Article 21 - Other Types of Leave - Clause 21.04.
  - (iv) Article 33 - Lay-off.
  - (v) Article 39 - Superannuation
  - (v) Article 35 - Employee Performance Review and Employee Files.
  - (vi) Article 48 - Entire Article.
- (c) The following Article in the Collective Agreement shall apply as follows:
  - (i) Article 16 - Designated Paid Holidays shall apply to a casual employee after fifteen (15) calendar days of continuous employment.

A7.04 A casual employee shall upon commencement of employment be notified of the anticipated termination of his/her employment, and shall be provided a one day notice of lay-off for each week of continuous employment to a maximum of ten (10) days notice.

APPENDIX A8

COMMUNITY ADULT EDUCATION INSTRUCTORS  
HOME MANAGEMENT DEVELOPMENT OFFICERS

- A8.01 The provisions of this Appendix apply to all employees who are employed as Community Adult Educators and Home Management Development Officers.
- A8.02 The Employer shall provide up to three (3) weeks leave with pay per year to employees to enable them to participate in professional development courses. Such courses may be taken as in-service training at Arctic College or at other institutions.
- A8.03 Subject to the approval of the Employer an employee shall be paid his/her expenses for travel, accommodation, tuition, books, etc. when he/she takes courses outside Arctic College which are relevant to his/her area of expertise.
- A8.04\*\* Effective April 1, 1990, employees who are assigned training responsibilities shall be paid a trainer's fee of \$650 per year.
- Effective April 1, 1991, employees who are assigned training responsibilities shall be paid a trainer's fee of \$700 per year.
- A8.05 Employees shall receive the working days between Boxing Day and New Year's Day as Christmas leave with no charge against leave credits.
- A8.06 Pay Rates for Adult Educators in Training:
- (a) Three Year Training Programme  
 Year One: 75% of Basic Adult Educator Salary  
 Year Two: 80% of Basic Adult Educator Salary  
 Year Three: 85% of Basic Adult Educator Salary
- (b) Two Year Training Programme  
 Year One: 80% of Basic Adult Educator Salary  
 Year Two: 85% of Basic Adult Educator Salary

APPENDIX A9TRADES

## A9.01

APPLICATION

The provisions of this Appendix shall apply to all positions in the trades category of the classification system. The provisions of this Appendix shall not be extended to apply to other classes unless agreed by the Union and the Employer.

## A9.02

TRADES CERTIFICATION

Where the Employer hires an employee to work in a Trade for which a rate of pay has not been negotiated; or

Where a trade in which employees are presently working is newly designated under the Northwest Territories Apprenticeship and Tradesman Act;

The Employer agrees to meet within thirty (30) days of either event to negotiate with the Union the rates of pay and the rules affecting the pay of the employees for the classification affected. If the parties fail to reach agreement within sixty (60) days from the date on which the first meeting is held, the parties agree to submit the dispute to binding arbitration utilizing Clause 37.21 of the Collective Agreement for the selection of the arbitrator.

## A9.03

Where an employee with a certificate of qualification in one trade performs work in a trade for which he/she does not possess a certificate, he/she shall advise the Employer. The Employer shall ensure that the work performed is inspected by a qualified tradesman at the earliest possible date. The Employer will ensure that traditional job titles will be used properly reflecting the dignity and status of tradesmen; using the trade name in the position title to conform to the journeyman certification required.

## A9.04

HOURS OF WORK

Hours of work shall be scheduled so that trades employees listed in Clause A9.01 above:

- (a) on a weekly basis work forty (40) hours and five (5) days per week, Monday to Friday inclusive; and
- (b) on a daily basis, work eight (8) hours per day exclusive of not less than a one-half (1/2) hour meal period. Normally the hours of work shall be between the hours of 0800 and 1700. These hours may be varied by the Employer for a classification or classifications of

employees in a division or a section, or for employees at a particular geographic location provided the employees receive adequate notice of the variation, and that the variation is not done on an individual employee basis for the purpose of avoiding payment of overtime to that particular employee.

- (c) rest periods with pay of fifteen (15) minutes duration shall be scheduled as close as possible to mid-morning and mid-afternoon of each working day.

#### WASH-UP TIME

A9.05 Labour and Trades employees, Equipment Operations employees, and Equipment Maintenance employees shall be permitted paid wash-up time to a maximum of ten (10) minutes at the conclusion of each shift. In unusual circumstances this period may be extended by the employee's supervisor or officer-in-charge to a maximum of fifteen (15) minutes.

A9.06 Equipment Operators who are assigned to grader shelters on the Mackenzie Highway System for a period of two (2) days or longer shall receive, in addition to their regular salary, a living allowance of ten dollars (\$10.00) per day. Each grader shelter shall be equipped with two-way radio communication systems which shall be maintained in good operating condition by the Employer.

#### WORK CLOTHING AND PROTECTIVE EQUIPMENT

A9.07 (1) Where the following articles are required by the Employer or the Workers' Compensation Board:

- (i) Hard hats
- (ii) Aprons
- (iii) Welding goggles
- (iv) Dust protection
- (v) Eye protection, except prescription lenses
- (vi) Ear protection
- (vii) Coveralls

- (a) The Employer shall supply new employees with the articles of equipment as required;
- (b) Supply employees moving to another department with the articles of equipment they require and that they do not possess at the time of move.
- (2) Where the following articles are required by the Employer or the Workers' Compensation Board, the Employer shall replace these articles as required when

they are presented worn or damaged beyond repair by an employee, at no cost to the employee:

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

(3)\*\*An annual allowance of one hundred and twenty five dollars (\$125.00) will be provided to those employees who the Employer, the Worker's Compensation Board or the N.W.T. Safety Act deems to require safety footwear and gloves. An employee will receive this allowance on initial appointment and after every twelve (12) months of employment.

(4) The Employer will maintain a suitable inventory of winter protective clothing to be provided on loan to those employees who are not normally required to work outside or under conditions which may be damaging to personal clothing.

#### COMPENSATION FOR TOOLS AND EQUIPMENT

The Employer agrees to replace worn out tools used and owned by journeymen and apprentices in the regular performance of their work. Whenever replacement is made, the new tool will be of a similar quality as the initial tool. In situations where highly specialized tools not normally associated with a journeyman's tool kit are required, they will be provided by the Employer, who will retain ownership of them. The Employer shall assist employees in the purchase of tools and equipment used in the performance of their duties to the extent that employees shall be able to purchase these tools and equipment through Supply and Services and at the Employer's cost price.

#### ADVERSE WEATHER CONDITIONS

A9.09 Except in emergency conditions, the Employer shall not require an employee to work outside under extreme weather conditions.

A9.10 Casual employees who do not hold certificates of qualification in a trade shall not perform work normally performed by qualified tradesmen.



Where an employee suffers a loss of tools or equipment in excess of \$250.00 used by him/her to perform his/her duties through fire or theft while such tools are stored on the Employer's premises or loss of tools or equipment in transit during travel on behalf of the Employer where the employee satisfies the Employer that a loss occurred such tools or equipment will be replaced by the Employer with tools and equipment at equal or similar quality.

#### APPENDIX A10

##### APPRENTICES

#### A10.01

(1) The following are agreed upon terms and conditions of employment for employees engaged as Apprentices by the Government of the Northwest Territories:

- (a) The Apprentices and Tradesmen Act and pursuant Regulations shall apply to all Apprentices employed by the Government of the Northwest Territories. A copy of the current Regulations shall be supplied to the apprentice upon appointment.
- (b) The recognized Apprenticeship Training Programs shall be those listed in the "Apprentice Training Schedule" pursuant to the 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%

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

APPENDIX A11

ARCTIC COLLEGE INSTRUCTORS

- A11.01 (a) The normal work week for instructors shall be 37 1/2 hours per week.
- (b) The college instructional year shall be two hundred (200) working days for each instructor and the Employer shall make every reasonable effort to schedule the working days between September 1 and June 30.
- (c) Class contact hours for Trades and Technology Instructors shall be a maximum of 900 hours in an instructional year.
- (d) Class contact hours for instructors in Academic Programs shall be a maximum of 750 hours in an instructional year.

- (e) One class contact hour shall be one hour of lecture, seminar, shop, workshop or laboratory work.
- (f) The instructor shall have a minimum of one week without class contact between courses.
- (g) An instructor shall receive overtime pay at one and one-half times his/her straight time rate for class contact hours worked over the maximum class contact hours as follows:  
 For purposes of this clause "maximum class contact hours" shall be calculated on a quarterly basis. Therefore an instructor will be paid the overtime rate referred to above for all class contact hours he/she works in a fifty working day period which are greater than one-quarter of his/her yearly maximum referred to in Clause 11.01(c) and (d).
- (h) Instructors who are required to work more than two hundred (200) working days shall be paid at one and one-half times his/her straight rate.
- (i) An instructor who requests to work in excess of his/her two hundred (200) working days will be paid at straight time.

#### VACATION LEAVE

#### ALL.02

The following clauses of Article 18 do not apply:

- 18.01
- 18.02(1)(e)(iii)
- 18.04(1)
- 18.10

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

#### ALL.03

Instructors shall be granted leave with pay for the work days between Boxing Day and New Year's Day, with no charge against any leave credits.

PROFESSIONAL DEVELOPMENT COMMITTEE

## All.04

- (1)\*\*There shall be a Professional Development Committee consisting of a total of seven (7) members.

The Members to this Committee shall be appointed through nomination and election in each of the first four areas listed below and shall be full-time instructors of the College. (For the purposes of Professional Development only, the term instructor shall include Chairpersons, Department Heads, Counsellors and Librarians).

- (1) Diploma Programs (2 members)
- (2) Trades (2 members)
- (3) Applied Studies (1 member)
- (4) Counselling (1 member)
- (5) The President

- (a) The Committee shall choose a chairperson.
- (b) The normal term of office is two years.
- (c) To ensure continuity, three members will be elected each year. In the first year, however, three members will be elected for a one year appointment.

(2) Terms of Reference

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

- (a) to develop clear guidelines for the effective and efficient operation of the Professional Development Committee;
- (b) to inform all instructors of the Professional Development courses, seminars, conferences and workshops that are available and of interest to instructors;
- (c) to determine the individual professional development needs of instructors in line with requirements of the College;
- (d) to develop an on-going professional development program designed to meet identified development needs of all instructors within the limits of funds available;

- (e) to develop a working budget which will provide for the professional development program for instructors;
- (f) to provide for appropriate evaluation procedures for the professional development program;
- (g) To prepare an annual report of the activities which have been identified and undertaken by the Professional Development Committee for submission to the Board of Governors.

#### FUNDING

- A11.05 (1) Funds will be provided by the College for professional development activities.
- (2) (a) The funding provided by the College shall represent an amount equal to 3% of the full-time instructor salaries. The College will annually replenish the fund by an amount equal to 3% of full-time instructor salaries at April 1st of the year the leave will be taken. This fund is established for long-term training.
- (b) Any funding from sources other than the College shall be administered by the Professional Development Committee and shall not be considered as part of the funding provided in Clause A11.05(2)(a).
- (c) In addition to the above, a short term training fund shall be set up equivalent to Seven Hundred and Fifty Dollars (\$750.00) per year per full-time instructor to be administered by the Program Heads.
- (3) Professional development training funds shall be used for educational purposes only.

#### TYPES OF PROFESSIONAL DEVELOPMENT OPPORTUNITIES WHICH SHALL BE AVAILABLE

- A11.06 (1) Long-term training:
- (a) Educational Leave;
  - (b) Professional Experience Leave;
  - (c) Leave Without Pay;
  - (d) Audit of apprenticeship courses for upgrading of not less than 6 weeks duration;
  - (e) Staff exchange - national or international.

- (2) Short-term training:  
 (a) Short course attendance and correspondence courses;  
 (b) Conferences, seminars and workshops.

LONG-TERM TRAINING REGULATIONS

A11.07

Educational Leave:

- (1) Educational Leave shall be defined as leave for academic training (including trade school training) and unpaid industrial experience.
- (2) Any indeterminate full-time instructor shall be eligible for Educational Leave.
- (3) The Professional Development Committee shall review all applications for Educational Leave. The major selection criteria shall be the applicability and value of the training program to the requirements of the College. The granting of Educational Leave shall not result in the overloading of other instructors. The request by an instructor for Educational Leave shall be accompanied by a recommendation by the Dean of the program.
- (4) Applications for Educational Leave shall be submitted to the Professional Development Committee no later than December 15th for the following academic year and the Committee shall reach a decision no later than March 1st, subject to the applicant's acceptance at a recognized post secondary institution.
- (5) Applications to the Committee must be in writing.
- (6) The decision of the Professional Development Committee shall be by majority and shall be final.
- (7) Educational Leave shall be granted for a period of no more than twelve (12) consecutive months. Under normal circumstances, no member shall be granted more than two (2) leaves within a period of six consecutive years.
- (8) The following entitlement shall be granted to an employee receiving leave under Clause A11.07:
- (i) An allowance based on the number of completed years of service of an instructor as follows:
- (a) An allowance of (50%) fifty percent of salary for instructors with (3) three completed years of service.

- (b) An allowance of (55%) fifty-five percent of salary for instructors with (4) four completed years of service.
- (c) An allowance of (60%) of salary for instructors with (5) five completed years of service.
- (d) An allowance of (65%) sixty-five percent of salary for instructors with (6) six completed years of service.
- (e) An allowance of (70%) percent of salary for instructors with (7) seven completed years of service.
- (f) An allowance of (75%) seventy-five percent of salary for instructors with (8) eight completed years of service.
- (g) An allowance of (80%) eighty percent of salary for instructors with (9) nine completed years of service.
- (ii) where leave is granted for a full academic year of study, the instructor shall receive tuition, travelling and removal expenses from his/her place of employment to the location of the educational institution approved by the Professional Development Committee and return removal and travel expenses to his/her place of employment.
- (iii) where leave is granted for other than a full academic year but not less than six weeks, the instructor shall receive tuition, transportation to and from the educational institution, and an accommodation allowance of a maximum of \$150.00 per week.
- (iv) An allowance equivalent to 100% of present salary will be paid to instructors granted Educational Leave, when (i) an instructor whose skills become technically obsolete requires retraining to satisfactorily carry out his/her work, and/or (ii) an instructor agrees to undertake a full course of studies at the request of the President when qualified persons cannot be recruited to carry out essential work.

- (9) Instructors granted Educational Leave shall retain their positions and seniority as per the Agreement and shall receive all other benefits pursuant to this Agreement.
- (10) Instructors granted Educational Leave shall serve the College for a period equal to two times the length of Educational Leave immediately following Educational Leave.
- (11) An instructor not returning to the College must immediately repay all monies, plus accumulated interest (prime plus 2%), paid by the College. An instructor returning to service to the College, but not fulfilling his/her commitments shall repay a proportionate amount, plus accumulated interest (prime plus 2%), to the College within three (3) months of terminating employment.
- (12) In case of termination of appointment by the College, the College shall release the instructor from all liabilities under the terms of the Agreement.
- (13) Any funds not used for the designated purposes shall be repaid, plus accumulated interest (prime plus 2%), by the instructor.
- (14) An instructor who fails to complete his/her course, may be required to repay all monies, plus interest (prime plus 2%) subject to the conditions set by the Committee.

PROFESSIONAL EXPERIENCE LEAVE

- A11.08 (1) Professional Experience Leave shall be defined as leave for professional experiences through paid employment in business, industry, government, community or foreign service, or education.
- (2) Any indeterminate full-time instructor shall be eligible for Professional Experience Leave.
- (3) Applications to the Professional Development Committee must be in writing.
- (4) The decision of the Professional Development Committee shall be by majority and shall be final.
- (5) Except in the case of Foreign Service Professional Experience Leave, no leave shall be granted for more than twelve (12) consecutive months. Under normal circumstances, no member will be granted more than two (2) leaves within a period of four (4) consecutive years.



- (6) The Professional Development Committee may pay an amount sufficient to make salaries equal to current salary at the 100% level.
- (7) An instructor seconded to a "Temporary Employer" as per Clause A11.08(8) for Foreign Service to two (2) years or less shall be seconded at no expense to the College. In the event that the salary of the member seconded is less than 100%, remuneration may be paid as per Clause A11.08(6).
- (8) "Temporary Employer" shall refer to the Canadian International Development Agency, Canadian University Students Overseas, World University Service, Canadian Executive Services Overseas, United Nations, United Bank, Canadian Armed Forces, a university or college, or any similar agency supplying aid to Third World Countries. It does not include private profit-making organizations under contract to perform such services.
- (9) To ensure that the College knows the remuneration that may be paid by the College to the instructor on Professional Experience Leave, the instructor must keep the College informed of his/her salary while on Professional Experience Leave.
- (10) The maximum number of instructors on Professional Experience Leave at any one time shall be determined by the Professional Development Committee.
- (11) In the event that the College pays remuneration equal to fifty percent (50%) or greater of the instructor's annual salary, the member shall serve the College for a period of time equal to the time served in Professional Experience Leave.
- (12) An instructor not returning to the College must repay all remuneration plus accumulated interest (prime plus 2%) paid by the College. An instructor returning service to the College, but not fulfilling his/her commitment shall repay a proportionate amount plus accumulated interest (prime plus 2%) to the College within six (6) months of terminating employment.
- (13) In case of termination of appointment by the College, the College shall release the instructor from all liabilities under the terms of this Agreement.
- (14) The College shall assure the instructor of his/her regular position and seniority upon completion of his/her Professional Experience Leave. In the event

that the leave is terminated prior to the date originally agreed to, and if the member desires to return to the College at that time, he/she will be permitted to do so only if satisfactory arrangements can be made with the President in consultation with the Dean of the program.

- (15) Instructors granted Professional Experience Leave shall retain their positions and seniority as per the Agreement and shall receive all other benefits pursuant to this Agreement.

#### AUDIT OF APPRENTICESHIP COURSES FOR UPGRADING

##### A11.09

- (1) "Audit of Apprenticeship Courses for Upgrading" shall refer to leave for the purpose of auditing a course for which the instructor already has credit. The purpose of this audit shall be to refresh and upgrade the instructor's area of expertise.
- (2) Applications to the Professional Development Committee must be in writing.
- (3) The decision of the Professional Development Committee shall be by majority and shall be final.
- (4) Remuneration while on leave for Audit of Apprenticeship Courses for Upgrading shall be 100% of salary and all benefits.

#### LEAVE WITHOUT PAY OR ALLOWANCES

##### A11.10

- (1) Where operational requirements permit, leave without pay or allowances may be granted in special circumstances to an instructor provided that the instructor does not have current vacation available to him. Leave without pay or allowances may be granted to take further training, to gain further experience, or to seek personal development. Requests for such leave must be submitted at least twelve (12) weeks in advance of the anticipated date of commencement of such leave, before such requests can be considered.
- (2) Time limits, pursuant to Clause A11.10(1) shall be waived when it can be established that the instructor was unable to comply with the time limits specified.
- (3) Relevant experience or training of an instructor while on leave without pay or allowances shall be recognized for purposes of placing the instructor on the salary grid on his/her return to work as if he/she were a new instructor.

- (4) An instructor on leave without pay shall give the College written notice by double registered mail of his/her intention to return or resign at least ninety (90) calendar days before his/her designated date of return. Otherwise the position will not be held open for the instructor.
- (5) Instructors on leave without pay shall have the right to pay into all normal benefit packages including the Employer's share if required.

#### SHORT-TERM TRAINING

##### All.11 Short Course Attendance and Correspondence Courses:

- (1) Short courses or programs offered by institutions such as Territorial, Federal, or Provincial Governments, universities, colleges, companies or private business that may assist an instructor in his/her duties or potential employment within the College, shall be requested through the Dean of the Program.

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

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

#### CONFERENCES, SEMINARS AND WORKSHOPS

- All.12 (1) Attendance at conferences, seminars or workshops that are directly related to an instructor's duties within his/her respective Department may be approved by the Program Head.
- (2) Costs for such conferences, seminars or workshops, including accommodation, transportation, tuition, books, etc., shall be paid out of the Short-Term Training Fund.

#### TRAINING FOR NEW OR CONTINUING INSTRUCTORS REGULATIONS

- All.13 (1) Instructor training courses may be made available, preferably through the College. In some instances, the President might determine that attendance is mandatory.

- (2) Costs for such training shall not come out of Professional Development Funds where the course is made mandatory.

OTHER ITEMS

- All.14 (1) Notwithstanding any of the regulations cited in Clause All.07, instructors seeking Long Term Training for reasons of redundancy may be given top priority.

APPENDIX A12\*\*

HEALTH CARE WORKERS

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

The following Articles of the Agreement are modified:

ARTICLE 2 - DEFINITIONS

- 2.01(g) (i) is amended by adding the following:

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

2.01(dd) Rates of Pay

- (i) "Annual Rate of Pay" is that amount which is specified in the pay schedule attached to this Agreement;
- (ii) "Hourly Rate of Pay" is that amount which is arrived at by dividing the annual rate of pay by two thousand eighty (2,080) hours; or by one thousand nine hundred fifty (1,950) hours, whichever is appropriate for the employee's classification.
- (iii) "Weekly or Bi-Weekly Rate of Pay" is that amount which is arrived at by multiplying the hourly rate of pay by the regular hours worked during the respective week or two (2) week period.

- 2.01(gg) "Week" for the purposes of this Agreement shall be deemed to commence at 0000 hours on Saturday to 2400 hours on Friday for Stanton Yellowknife Hospital and 0000 hours on Sunday to 2400 hours on Saturday for the Fort Smith Health Centre and

0000 hours on Saturday to 2400 hours on Friday for the Baffin Regional Hospital.

- 2.04(a) "Graduate Nurse" means a person who has graduated from a recognized formal educational program and who has received a "Temporary Certificate of Exemption" pursuant to the Nursing Profession Act (Northwest Territories).
- (b) "Registered Nurse" means a person who is registered pursuant to the Nursing Profession Act (Northwest Territories).
- (c) "Certified Nursing Assistant" means a person who is registered pursuant to the Certified Nursing Assistants Act (Northwest Territories).
- (d) "Operating Room Technician" means a person who has successfully completed a recognized program in Operating Room technique.
- (e) "Nursing Orderly" means a person who is a graduate of a recognized program for Nursing Orderlies.

#### ARTICLE 16 - DESIGNATED PAID HOLIDAYS

16.03

When a designated paid holiday coincides with an employee's day of rest, the holiday shall be moved to another working day requested by the employee, and approved by the Employer, or if operational requirements do not permit the time off, a lieu day shall be credited to the employee for use at a later date.

#### ARTICLE 22 - HOURS OF WORK

22.02

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

#### SHIFT SCHEDULES

22.06

- (a) The Employer agrees that before a schedule of working hours is changed, the change will be discussed with the appropriate Steward of the Union if the change will affect a majority of the employees governed by the schedule.
- (b) Shift schedules shall be posted in the work area at least fifteen (15) calendar days in advance of the

starting date of the new schedule. Shift schedules shall indicate the work requirements for each employee for a minimum of twenty-eight (28) days.

- (c) Except by mutual agreement, between the Employer and the employee, when an employee's work schedule is revised without five (5) calendar days notice, the employee shall be compensated at the rate of time and one-half (1 1/2) for the first full shift worked on the new schedule. Subsequent shifts worked on the new schedule shall be paid for at the straight time rate.
- (d) The Employer agrees that there shall be no split shifts.
- (e) Employees shall not be required to work more than seven (7) consecutive shifts of work between days off and it shall be the intent to assign less than the maximum.

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

#### ARTICLE 24 - RESPONSIBILITY ALLOWANCE

##### 24.11

- (a)\*\*When an employee is designated in charge of a ward, unit or Department on any shift in circumstances which place upon the employee responsibilities greater than those ordinarily assumed, such employees shall be paid a special hourly allowance in respect of such added responsibilities as follows:

Effective April 1, 1989 eighty (80) cents per hour,  
 Effective April 1, 1990 one dollar twenty(1.20) cents per hour,  
 Effective April 1, 1991 one dollar fifty (1.50) cents per hour.

- (b)\*\*Relief Duties - when a nurse replaces temporarily another nurse in the position of Supervisor such nurse shall be paid a special allowance in respect of such added responsibilities at the rate of twenty dollars (\$20) per shift.

#### ARTICLE 32 - SEVERANCE PAY

The provisions of Article 32 will apply to all employees of Stanton Yellowknife Hospital who were on strength on April 1, 1979, and for this purpose the initial appointment date of employees will be considered to be the employee's taken-on-strength date at Stanton Yellowknife Hospital prior to April 1, 1979. These employees are identified in a list provided

by the Hospital to the Union dated October 16, 1979. Employees hired after April 1, 1979 will qualify from their initial appointment date as specified in the Collective Agreement.

#### NOTICE OF TERMINATION

A Graduate Nurse, Registered Nurse, Certified Nursing Assistant, Operating Room Technician, or Nursing Orderly resigning from the Hospital shall give twenty-eight (28) calendar days notice in writing, exclusive of any vacation leave with pay due.

#### A. PROFESSIONAL NURSES' REGISTRATION

Upon obtaining registration, a newly graduated nurse shall be paid the rate of pay applicable to a Registered Nurse, retroactive to the date of writing of registration examinations.

A nurse who is an active practising registered member of a provincial registering body, but not yet holding a certificate of registration pursuant to the Nursing Profession Act of the Northwest Territories, shall be paid 10% (ten percent) less than the salary for a Registered Nurse.

Upon presentation to the Administrator, or his/her designate, of the certificate of registration pursuant to the Nursing Profession Act of the Northwest Territories, the nurse shall be paid the salary of a Registered Nurse retroactive to the date of filing a successful application for the Northwest Territories Registration with the Northwest Territories Registered Nursing Association, or the date of employment, whichever is later, provided that the Employer gives to the employee an application for registration on the date of employment. Otherwise, the nurse shall be paid the salary of a Registered Nurse retroactive to the date of employment.

#### B. HEALTH REQUIREMENTS AND BENEFITS

As a condition of employment at the Hospital, all employees are required to take a medical examination and to undergo vaccination, inoculation, and other immunization as required by the Territorial Hospital Insurance Service Act.

Prescriptions are available at the Stanton Yellowknife Hospital and the Baffin Regional Hospital for the benefit of Hospital employees at hospital cost plus a prescription fee of \$3.00 upon receipt of the doctor's written prescription.

Drugs and medication not normally kept in stock will not be ordered specially so as to comply with the doctor's written prescription.

C.\*\*

LAUNDRY POLICY

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

The cotton uniforms provided by the Hospital to certain categories of personnel will be laundered by the Hospital. These uniforms will remain the property of the Hospital and shall not be worn off the Hospital property.

Uniforms and clothing purchased by the employee will not be laundered by the Hospital. However, each employee who is required to wear a uniform shall be paid an allowance of twenty-five dollars (\$25.00) per month to assist in the purchase and cleaning of the uniforms.

D.

EMPLOYEE TRAVEL ACCIDENT INSURANCE

The Indemnity Letter to the Union from the Government which is re-printed in this Agreement, does not apply to employees at Stanton Yellowknife Hospital or Fort Smith Health Centre. The following indemnity benefits are provided to these employees:

The above-mentioned Hospitals provide as an employee benefit Travel Accident Insurance, which insures employees against hazards which may occur while the employee is travelling "on the business of the insured".

The term "on the business of the insured" means any trip on assignment by or with the authorization of the Hospital for the purpose of furthering the business of the Hospital. This policy provides:

1. Accidental Death and Dismemberment  
- \$100,000.00 Principal Sum
2. Weekly Indemnity  
The lesser of:
  - (a) \$250.00 or
  - (b) 70% of the employee's normal weekly earnings, or



- (c) 100% of the employee's normal weekly earnings reduced by the amount of any weekly benefit which is payable to the employee by the Workers' Compensation Board, or any other governmental agency in respect of the employee's disability. In no case shall the weekly income benefit be less than \$100.00.

3. Medical Expense  
- \$1,000.00 maximum

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

Proportion of Principal  
Sum Payable by Insured

For Loss Of

Life..... 100 percent

For total and permanent loss of

Hearing in both ears or  
speech..... 50 percent  
Hearing in one ear..... 15 percent

For permanent loss or total  
permanent loss of use of

Both hands at or above wrists.....	100 percent
Both feet at or above ankles.....	100 percent
One hand at or above wrist and one foot at or above ankle.....	100 percent
Entire sight of both eyes.....	100 percent
One hand at or above wrist and entire sight of one eye.....	100 percent
One foot at or above ankle and entire sight of one eye.....	100 percent
One arm at or above elbow.....	75 percent
One leg at or above knee.....	75 percent
Either hand at or above wrist.....	66 2/3 percent

Either foot at or  
 above ankle..... 66 2/3 percent  
 Thumb and index finger  
 of either hand at or  
 above metacarpal-  
 phalangeal joints..... 33 1/3 percent

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

#### E. MODIFIED WORK WEEK

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

E1. It is recognized that the primary intent of the Modified Work Week (M.W.W.) is to provide personnel working it a compressed work period with no increased cost to the Hospital.

E2. There must be mutual agreement to implement and/or continue with the M.W.W., otherwise the contract provisions of hours of work or some other mutually agreeable variation shall be implemented.

#### E3. Hours of Work

(1) Regular hours of work for full-time employees exclusive of meal periods shall be:

- (a) twelve (12) consecutive hours per day.
- (b) (i) effective April 1, 1989, two thousand and eighty (2,080) hours per year.
- (ii) effective January 1, 1990, two thousand and fifteen (2,015) hours per year.
- (iii) effective April 1, 1991, one thousand, nine hundred and fifty (1,950) hours per year.

- (c) a maximum of four (4) consecutive shifts.
- (2) Regular hours shall be deemed to:
  - (a) include as scheduled by the Employer, three (3) rest periods with pay totalling forty-five (45) minutes during each full working shift of twelve (12) hours; commencing on or about mid-way between starting time and the first meal break, and mid-way between the first and second meal break and mid-way between the second meal break and the end of the shift, or
  - (b) include, as scheduled by the Employer, one rest period, with pay, of fifteen (15) minutes during each partial shift of four (4) hours, or two (2) rest periods, with pay, of fifteen (15) minutes during each partial shift of eight (8) hours, commencing on or about mid-way between starting time and the meal break and mid-way between the meal break and the end of the shift.
  - (c) exclude one meal period of thirty (30) minutes which shall be scheduled by the Employer in a full shift of twelve (12) hours. An employee shall be entitled to one scheduled meal period if the employee works eight (8) hours.
  - (d) if an employee is recalled to duty during the employee's meal period, the employee shall be given the time not taken later in the shift.

#### E4.

##### OVERTIME

- (1) Overtime is all time required by the Employer and worked by an employee in excess of twelve (12) hours per day on twelve (12) hour shifts. Overtime worked immediately following or immediately preceding an employee's scheduled shift shall be paid at double time (21). The Employer will designate an individual who may authorize overtime in all circumstances.
- (2) Overtime shall be paid for all authorized hours worked on scheduled days off in accordance with Article 23, (Overtime).

E5. VACATION LEAVE

- (1) An employee working an extended work day and compressed work week shall be entitled to vacation time off equivalent to that of other employees working the eight (8) hour work day. Upon termination, vacation leave credits shall be paid out on the basis of eight (8) hour days.
- (2) Earned leave will be converted into hours owed and utilized according to the scheduled shift pattern.

E6. DESIGNATED PAID HOLIDAYS

- (1) An employee working an extended work day and compressed work week shall be entitled to the designated paid holidays as specified in Article 16 and shall be paid for same at the employee's basic rate for eight (8) hours.
- (2) When a day designated as a holiday under Clause 16.01 coincides with an employee's day of rest, the employee shall be paid for the holiday at the employee's basic rate for eight (8) hours, or at the employee's request, the holiday shall be taken at a later date.
- (3) When an employee is required to work on a designated holiday as part of the employee's regularly scheduled hours of duty or as overtime when the employee is not scheduled to work, the employee shall be paid in addition to the pay that the employee would have been granted had the employee not worked on the holiday:
  - (a) One and one-half (1 1/2) times the employee's straight time rate for the first half (1/2) of the shift worked and
  - (b) twice (2) the employee's straight time rate for hours worked for the second half (1/2) of the shift, or
  - (c) an equivalent combination of cash and a day of leave at a later date convenient to both the employee and the Employer.

E7. SICK LEAVE

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

EB. SPECIAL CLINICAL PREPARATION

- (1) An indeterminate, term or part-time Registered Nurse with special preparation of not less than six (6) months approved by the Employer and who is employed in the special service for which he/she is qualified, will be paid an additional twenty (\$20.00) dollars per month if he/she has utilized the course within four (4) years prior to employment.
- (2) An employee may not qualify for more than one payment under categories in the following Clauses (3), (4), and (5).
- (3) CHA/CNA COURSES  
An indeterminate, term or part-time Registered Nurse who has successfully completed the CHA/CNA course Nursing Unit Administration and/or Midwifery course and is employed in a capacity utilizing the course(s) will be paid an additional twenty-five dollars (\$25.00) per month.
- (4) UNIVERSITY PREPARATION  
An indeterminate, term or part-time Registered Nurse who has passed an accredited one year university course in nursing approved by the Hospital Administration and is employed in a capacity utilizing this course will receive an additional twenty-five dollars (\$25.00) per month.
- (5)\*\*An indeterminate, term or part-time employee who has received a Baccalaureate Degree in nursing, medical Laboratory technology or radiology technology, approved by Hospital Administration will receive an additional fifty dollars (\$50.00) per month.

F. REIMBURSEMENT TO EMPLOYEES FOR PROFESSIONAL DUES

The Employer shall reimburse employees for professional dues which they are required to pay to be entitled to practice their profession in the N.W.I.

G. MEDIVAC/RESCUE/SURVIVAL TRAINING AND EQUIPMENT

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

H.\*\*

COMPENSATION FOR PRIOR EXPERIENCE

Nurses and Certified Nursing Assistants will be credited with a one pay level increment for each two years prior experience they have in their field to a maximum of three steps.

I.\*\*

ANNUAL SPECIAL ALLOWANCE

(a) The annual special allowance for Nurses in nursing positions in one-Nurse nursing stations will be:

\$7,000 effective April 1, 1989  
 \$8,000 effective April 1, 1990  
 \$9,000 effective April 1, 1991.

(b) The annual special allowance for Nurses in nursing positions in two-Nurse nursing stations will be as outlined below, but will be increased to the rates in (a) for such temporary periods exceeding fourteen calendar days, as the stations are operating with only one Nurse due to staff shortage:

\$4,000 effective April 1, 1989  
 \$5,000 effective April 1, 1990  
 \$6,000 effective April 1, 1991.

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

\$2,500 effective April 1, 1989  
 \$3,500 effective April 1, 1990  
 \$4,500 effective April 1, 1991.

APPENDIX B\*\*PAY SCHEDULESCLASSIFICATION ABBREVIATIONSCATEGORIES

AS	Administrative Services
GL	General Labour
HC	Health Care
PD	Program Delivery
TK	Technical
TR	Trades
<u>GROUPS AND SUB-GROUPS</u>	
AD	Audiology and Speech Therapy
AE	Architectural and Engineering
AF	Financial
AL	Assessment and Lands
AO	Airport Operations
AU	Audit
CC	Child Care
CH	Child Care Specialist
CK	Clerical
CN	Community Nursing
CO	Computer Operations
CR	Court Reporting
CS	Computer Systems Development
CX	Corrections
DC	Domestic and Custodial
DS	Development Services
DT	Dietetics
EA	Education Administration
EC	Economic Services
ES	Educational Support
FT	Foreman Trades
GA	General Administration
GT	General Trades
HN	Hospital Nursing
HS	Hospital Support Services

CLASSIFICATION ABBREVIATIONSGROUPS AND SUB-GROUPS (Cont'd)

IF	Information Services
IN	Instruction Programs
IR	Inspection and Regulatory
IS	Individual Services
IT	Interpreting Services
LO	Local Government Services
LS	Liquor Services
MG	Manager, Child-Care Facility
MW	Manual Worker
NS	Nursing Support
OT	Operating Trades
PE	Planning and Evaluation
PH	Pharmacy
PM	Property Management
PO	Precision Equipment Operation
PS	Purchasing Services
RS	Rehabilitation Services
SP	Specialist Services
SS	Support Services
ST	Typing, Stenographic & Secretarial
SU	Child Care Supervisor
TE	Technical Services
WC	Workers' Compensation Services
WO	Wildlife Officer



## APPENDIX B-1\*\*

CATEGORY AS	GROUP AU	SUB-GROUP	CLASS CODE	LEVEL	PAY RANGE	WEEKLY HOURS OF WORK	IMPLEMENTATION DATE
			1011	I	20	37 1/2 MF	
			1012	II	23	37 1/2 MF	
			1013	III	26	37 1/2 MF	
			1014	IV	29	37 1/2 MF	
			1015	V	32	37 1/2 MF	
AS	CR	-	1031	I	19/20	SEE APP A4	
			1032	II	23	SEE APP A4	
			1033	III	26	SEE APP A4	
AS	AF	-	1101	I	22	37 1/2 MF	
			1102	II	24	37 1/2 MF	
			1103	III	27	37 1/2 MF	
			1104	IV	29	37 1/2 MF	
			1105	V	33	37 1/2 MF	
AS	CK	-	1201	I	9	37 1/2 MF	
			1202	II	11	37 1/2 MF	
			1203	III	14	37 1/2 MF	
			1204	IV	18	37 1/2 MF	
			1205	V	20	37 1/2 MF	
			1206	VI	24	37 1/2 MF	
AS	CK	LS	1211	I	14	37 1/2 RI	
			1212	II	18	37 1/2 RI	
			1213	III	21	37 1/2 RI	
AS	GA	-	1301	I	22	37 1/2 MF	
			1302	II	24	37 1/2 MF	
			1303	III	26	37 1/2 MF	
			1304	IV	29	37 1/2 MF	
			1305	V	32	37 1/2 MF	
AS	PS	-	1401	I	21	37 1/2 MF	
			1402	II	23	37 1/2 MF	
			1403	III	26	37 1/2 MF	
			1404	IV	29	37 1/2 MF	
			1405	V	33	37 1/2 MF	
AS	PE	-	1601	I	23	37 1/2 MF	
			1602	II	26	37 1/2 MF	
			1603	III	29	37 1/2 MF	
			1604	IV	31	37 1/2 MF	
			1605	V	33	37 1/2 MF	
			1606	VI	35	37 1/2 MF	
AS	ST	-	1701	I	10	37 1/2 MF	
			1702	II	12	37 1/2 MF	
			1703	III	14	37 1/2 MF	

## APPENDIX B-1\*\* (continued)

CATEGORY AS	GROUP PM	SUB-GROUP	CLASS CODE	LEVEL	PAY RANGE	WEEKLY HOURS OF WORK	IMPLEMENTATION DATE
PD	EC	-	3011	I	22	37 1/2 MF	
			3012	I	25	37 1/2 MF	
			3013	III	27	37 1/2 MF	
			3014	IV	30	37 1/2 MF	
PD	WC	-	3031	I	20	37 1/2 MF	
			3032	I	22	37 1/2 MF	
			3033	III	24	37 1/2 MF	
			3034	IV	26	37 1/2 MF	
PD	LO	-	3041	I	22	37 1/2 MF	
			3042	II	25	37 1/2 MF	
			3043	III	27	37 1/2 MF	
PD	WO	-	3051	I	20	37 1/2 MF	
			3052	II	23	37 1/2 MF	
			3053	III	26	37 1/2 MF	
			3054	IV	29	37 1/2 MF	
PD	DS	-	3101	I	18	37 1/2 MF	
			3102	II	22	37 1/2 MF	
			3103	III	25	37 1/2 MF	
			3104	IV	27	37 1/2 MF	
			3105	V	30	37 1/2 MF	
			3106	VI	32	37 1/2 MF	
			3107	VII	34	37 1/2 MF	
PD	IT	-	3401	I	15	37 1/2 MF	
			3402	II	19	37 1/2 MF	
			3403	III	23	37 1/2 MF	
			3404	IV	26	37 1/2 MF	
PD	IF	-	3601	I	18	37 1/2 MF	
			3602	II	22	37 1/2 MF	
			3603	III	25	37 1/2 MF	
			3604	IV	27	37 1/2 MF	
PD	EA	-	3701	I	30	37 1/2 MF	24/04/86
			3801	I	23	37 1/2 MF	
PD	AL	-	3802	II	26	37 1/2 MF	
			3803	III	29	37 1/2 MF	
			3804	IV	32	37 1/2 MF	

## APPENDIX B-1\*\* (continued)

CATEGORY TK	GROUP AE	SUB-GROUP	CLASS CODE	LEVEL	PAY RANGE	WEEKLY HOURS OF WORK	IMPLEMENTATION DATE
TK	CS		4101	I	21	37 1/2 MF	
			4102	II	25	37 1/2 MF	
			4103	III	29	37 1/2 MF	
			4104	IV	32	37 1/2 MF	
			4105	V	35	37 1/2 MF	
TK			4201	I	23	37 1/2 MF	
			4202	II	26	37 1/2 MF	
			4203	III	28	37 1/2 MF	
			4204	IV	31	37 1/2 MF	
			4205	V	33	37 1/2 MF	
TK	IR		4301	I	18	40 RI	
			4302	II	20	37 1/2 MF	
			4303	III	23	37 1/2 MF	
			4304	IV	26	37 1/2 MF	
			4305	V	28	37 1/2 MF	
			4306	VI	30	37 1/2 MF	
			4307	VII	32	37 1/2 MF	
TK	PO		4401	I	13	37 1/2 MF	
			4402	II	17	37 1/2 MF	
			4403	III	20	37 1/2 MF	
			4404	IV	23	37 1/2 MF	
			4405	V	25	37 1/2 MF	
TK	CO		4406	VI	28	37 1/2 MF	
			4501	I	22	40 RI	
			4502	II	24	40 RI	
TK	SS	SS	4503	III	26	37 1/2 MF	
			4511	I	12	37 1/2 MF	
			4512	II	15	37 1/2 MF	
TK	CO		4513	III	18	37 1/2 MF	

**APPENDIX B-1\*\* (Continued)**  
**GOVERNMENT OF THE NORTHWEST TERRITORIES**  
 Pay Schedule in Annual Amounts  
 Effective April 1, 1989

Pay Range	PAY STEPS					
	1	2	3	4	5	6
1	19,607	20,042	20,507	20,982	21,492	22,023
2	20,042	20,507	20,982	21,492	22,023	22,580
3	20,507	20,982	21,492	22,023	22,580	23,170
4	20,982	21,492	22,023	22,580	23,170	23,788
5	21,492	22,023	22,580	23,170	23,788	24,431
6	22,023	22,580	23,170	23,788	24,431	25,106
7	22,580	23,170	23,788	24,431	25,106	25,786
8	23,170	23,788	24,431	25,106	25,786	26,573
9	24,861	25,502	26,174	26,875	27,618	28,399
10	25,502	26,174	26,875	27,618	28,399	29,214
11	25,997	26,692	27,425	28,201	29,006	29,849
12	26,692	27,425	28,201	29,006	29,849	30,745
13	27,425	28,201	29,006	29,849	30,745	31,676
14	28,201	29,006	29,849	30,745	31,676	32,654
15	29,006	29,849	30,745	31,676	32,654	33,689
16	29,849	30,745	31,676	32,654	33,689	34,770
17	31,887	32,815	33,797	34,819	35,892	37,025
18	32,815	33,797	34,819	35,892	37,025	38,214
19	33,797	34,819	35,892	37,025	38,214	39,464
20	34,819	35,892	37,025	38,214	39,464	40,773
21	35,892	37,025	38,214	39,464	40,773	42,142
22	37,025	38,214	39,464	40,773	42,142	43,592
23	37,924	39,157	40,455	41,815	43,251	44,746
24	39,157	40,455	41,815	43,251	44,746	46,323
25	40,455	41,815	43,251	44,746	46,323	47,979
26	41,815	43,251	44,746	46,323	47,979	49,718
27	43,251	44,746	46,323	47,979	49,718	51,545
28	44,746	46,323	47,979	49,718	51,545	53,464
29	46,323	47,979	49,718	51,545	53,464	55,475
30	47,979	49,718	51,545	53,464	55,475	57,505
31	49,718	51,545	53,464	55,475	57,505	59,508
32	51,545	53,464	55,475	57,505	59,508	61,611
33	53,464	55,475	57,505	59,508	61,611	63,813
34	55,475	57,505	59,508	61,611	63,813	66,132
35	57,505	59,508	61,611	63,813	66,132	68,521
36	59,508	61,611	63,813	66,132	68,521	70,884
37	61,611	63,813	66,132	68,521	70,884	73,369
38	63,813	66,132	68,521	70,884	73,369	75,977
39	66,132	68,521	70,884	73,369	75,977	78,715
40	68,521	70,884	73,369	75,977	78,715	81,592

**APPENDIX B-1\*\* (Continued)**  
**GOVERNMENT OF THE NORTHWEST TERRITORIES**  
 Pay Schedule in Annual Amounts  
 Effective April 1, 1990

PAY STEPS

Pay Range	1	2	3	4	5	6
1	20,489	20,944	21,430	21,926	22,459	23,014
2	20,944	21,430	21,926	22,459	23,014	23,596
3	21,430	21,926	22,459	23,014	23,596	24,213
4	21,926	22,459	23,014	23,596	24,213	24,858
5	22,459	23,014	23,596	24,213	24,858	25,530
6	23,014	23,596	24,213	24,858	25,530	26,236
7	23,596	24,213	24,858	25,530	26,236	26,946
8	24,213	24,858	25,530	26,236	26,946	27,677
9	25,980	26,650	27,352	28,084	28,861	29,677
10	26,650	27,352	28,084	28,861	29,677	30,529
11	27,167	27,893	28,659	29,470	30,311	31,192
12	27,893	28,659	29,470	30,311	31,192	32,129
13	28,659	29,470	30,311	31,192	32,129	33,101
14	29,470	30,311	31,192	32,129	33,101	34,123
15	30,311	31,192	32,129	33,101	34,123	35,205
16	31,192	32,129	33,101	34,123	35,205	36,335
17	33,322	34,292	35,318	36,386	37,507	38,691
18	34,292	35,318	36,386	37,507	38,691	39,934
19	35,318	36,386	37,507	38,691	39,934	41,240
20	36,386	37,507	38,691	39,934	41,240	42,608
21	37,507	38,691	39,934	41,240	42,608	44,038
22	38,691	39,934	41,240	42,608	44,038	45,554
23	39,931	40,919	42,275	43,697	45,197	46,760
24	40,919	42,275	43,697	45,197	46,760	48,408
25	42,275	43,697	45,197	46,760	48,408	50,138
26	43,697	45,197	46,760	48,408	50,138	51,955
27	45,197	46,760	48,408	50,138	51,955	53,865
28	46,760	48,408	50,138	51,955	53,865	55,870
29	48,408	50,138	51,955	53,865	55,870	57,971
30	50,138	51,955	53,865	55,870	57,971	60,093
31	51,955	53,865	55,870	57,971	60,093	62,186
32	53,865	55,870	57,971	60,093	62,186	64,383
33	55,870	57,971	60,093	62,186	64,383	66,685
34	57,971	60,093	62,186	64,383	66,685	69,108
35	60,093	62,186	64,383	66,685	69,108	71,604
36	62,186	64,383	66,685	69,108	71,604	74,074
37	64,383	66,685	69,108	71,604	74,074	76,671
38	66,685	69,108	71,604	74,074	76,671	79,396
39	69,108	71,604	74,074	76,671	79,396	82,257
40	71,604	74,074	76,671	79,396	82,257	85,264

## APPENDIX B-2\*\*

CATEGORY	GROUP	SUB-GROUP	CLASS CODE	LEVEL	PAY RANGE	WEEKLY HOURS OF WORK	IMPLEMENTATION DATE
L	DC	-	2101	I	12	40 RI	
			2102	II	14	40 RI	
			2103	III	18	40 RI	
L	MW	-	2201	I	12	40 MF	
			2202	II	14	40 MF	
			2211	I	12	37 1/2 MF	
			2212	II	14	37 1/2 MF	
D	IS	-	3201	I	12	37 1/2 MF(1)	
			3202	II	15	37 1/2 MF(1)	
			3203	III	17	37 1/2 MF(1)	
			3204	IV	21	37 1/2 MF(1)	
			3205	V	24	37 1/2 MF(1)	
			3206	VI	27	37 1/2 MF(1)	
			3207	VII	29	37 1/2 MF(1)	
			3208	VIII	32	37 1/2 MF(1)	
D	IS	-	3211	I	12	40 RI	
			3212	II	15	40 RI	
			3213	III	17	40 RI	
			3214	IV	21	40 RI	
			3215	V	24	40 RI	
			3216	VI	27	40 RI	
D	IS	CX	3221	I	18	40 RI SEE APP A2	
			3222	II	22	40 RI SEE APP A2	
			3223	III	24	37 1/2 MF	
			3224	IV	27	37 1/2 MF	
D	IS	CX	3221	I	18	38.75 RI	01/01/90
			3222	II	22	38.75 RI	01/01/90
			3223	III	24	38.75 RI	01/01/90
			3224	IV	27	38.75 RI	01/01/90
D	IS	CX	3221	I	18	37.5 RI	01/04/91
			3222	II	22	37.5 RI	01/04/91
			3223	III	24	37.5 RI	01/04/91
			3224	IV	27	37.5 RI	01/04/91
D	ES	-	3301	I	9/15	SEE APP A6	
D	CC	-	3501	I	12	40 RI	
			3502	II	15	40 RI	
			3503	III	17	40 RI	

1) Dormitory Supervisors Refer to Appendix A5

## APPENDIX B-2\*\* (continued)

CATEGORY	GROUP	SUB-GROUP	CLASS CODE	LEVEL	PAY RANGE	WEEKLY HOURS OF WORK	IMPLEMENTATION DATE
PD	CC	SU	3511	I	19	40 RI	
			3512	II	21	40 RI	
PD	CC	CH	3521	I	21	40 RI	
PD	CC	MG	3531	I	24	40 MF	
TR	GT	-	5201	I	15	40 MF (2)	
			5202	II	19	40 MF (2)	
TR	OT	-	5301	I	17	40 MF	
TR	A0	-	5401	I	19	40 RI	
			5402	II	21	40 RI	
HC	CN	-	6101	I	21	40 RI	20/04/88
			6102	II	22	40 RI	20/04/88
			6103	III	23	40 RI	20/04/88
			6104	IV	24	40 RI	
			6105	V	25	40 RI	
			6106	VI	27	40 RI	
			6107	VII	29	40 RI	
HC	CN	-	6101	I	21	38.75 RI	01/01/90
			6102	II	22	38.75 RI	01/01/90
			6103	III	23	38.75 RI	01/01/90
			6104	IV	24	38.75 RI	01/01/90
			6105	V	25	38.75 RI	01/01/90
			6106	VI	27	38.75 RI	01/01/90
			6107	VII	29	38.75 RI	01/01/90
HC	CN	-	6101	I	21	37.5 RI	01/04/91
			6102	II	22	37.5 RI	01/04/91
			6103	III	23	37.5 RI	01/04/91
			6104	IV	24	37.5 RI	01/04/91
			6105	V	25	37.5 RI	01/04/91
			6106	VI	27	37.5 RI	01/04/91
			6107	VII	29	37.5 RI	01/04/91
HC	HM	-	6201	I	22	40 RI	20/04/88
			6202	II	24	40 RI	20/04/88
			6203	III	25	40 RI	
			6204	IV	27	40 RI	
			6205	V	29	40 RI	

(2) Cooks classified as GT I or II will normally be required to work on a rotating or irregular basis.

## APPENDIX B-2\*\* (continued)

CATEGORY	GROUP	SUB-GROUP	CLASS	LEVEL	PAY RANGE	WEEKLY HOURS OF WORK	IMPLEMENTATION DATE
HC	HN	-	CODE	I	22	38.75 RI	01/01/90
			6201	I	22	38.75 RI	01/01/90
			6202	II	24	38.75 RI	01/01/90
			6203	III	25	38.75 RI	01/01/90
			6204	IV	27	38.75 RI	01/01/90
			6205	V	29	38.75 RI	01/01/90
HC	HN	-	6201	I	22	37.5 RI	01/04/91
			6202	II	24	37.5 RI	01/04/91
			6203	III	25	37.5 RI	01/04/91
			6204	IV	27	37.5 RI	01/04/91
			6205	V	29	37.5 RI	01/04/91
HC	HS	-	6301	I	10	40 RI	
			6302	II	12	40 RI	
			6303	III	14	40 RI	
			6304	IV	16	40 RI	
			6305	V	18	40 RI	
HC	HS	-	6301	I	10	38.75 RI	01/01/90
			6302	II	12	38.75 RI	01/01/90
			6303	III	14	38.75 RI	01/01/90
			6304	IV	16	38.75 RI	01/01/90
			6305	V	18	38.75 RI	01/01/90
HC	HS	-	6301	I	10	37.5 RI	01/04/91
			6302	II	12	37.5 RI	01/04/91
			6303	III	14	37.5 RI	01/04/91
			6304	IV	16	37.5 RI	01/04/91
			6305	V	18	37.5 RI	01/04/91
HC	NS	-	6401	I	16	40 RI	
HC	NS	-	6401	I	16	38.75 RI	01/01/90
HC	NS	-	6401	I	16	37.5 RI	01/04/91
HC	SP	RS	6501	I	22	40 RI	20/04/88
			6502	II	24	40 RI	20/04/88
			6503	III	26	40 RI	20/04/88
HC	SP	RS	6501	I	22	38.75 RI	01/01/90
			6502	II	24	38.75 RI	01/01/90
			6503	III	26	38.75 RI	01/01/90
HC	SP	RS	6501	I	22	37.5 RI	01/04/91
			6502	II	24	37.5 RI	01/04/91
			6503	III	26	37.5 RI	01/04/91



## APPENDIX B-2\*\* (continued)

<u>CATEGORY</u>	<u>GROUP</u>	<u>SUB-GROUP</u>	<u>CLASS CODE</u>	<u>LEVEL</u>	<u>PAY RANGE</u>	<u>WEEKLY HOURS OF WORK</u>	<u>IMPLEMENTATION DATE</u>
HC	SP	PH	6511	I	24	40 RI	20/04/88
			6512	II	25	40 RI	20/04/88
			6513	III	27	40 RI	20/04/88
HC	SP	PH	6511	I	24	38.75 RI	01/01/90
			6512	II	25	38.75 RI	01/01/90
			6513	III	27	38.75 RI	01/01/90
HC	SP	PH	6511	I	24	37.5 RI	01/04/91
			6512	II	25	37.5 RI	01/04/91
			6513	III	27	37.5 RI	01/04/91
HC	SP	DT	6521	I	22	40 RI	20/04/88
			6522	II	24	40 RI	20/04/88
			6523	III	25	40 RI	20/04/88
HC	SP	DT	6521	I	22	38.75 RI	01/01/90
			6522	II	24	38.75 RI	01/01/90
			6523	III	25	38.75 RI	01/01/90
HC	SP	DT	6521	I	22	37.5 RI	01/04/91
			6522	II	24	37.5 RI	01/04/91
			6523	III	25	37.5 RI	01/04/91
HC	SP	AD	6531	I	27	40 RI	01/04/88
			6532	II	28	40 RI	01/04/88
			6533	III	30	40 RI	01/04/88
HC	SP	AD	6531	I	27	38.75 RI	01/01/90
			6532	II	28	38.75 RI	01/01/90
			6533	III	30	38.75 RI	01/01/90
HC	SP	AD	6531	I	27	37.5 RI	01/04/91
			6532	II	28	37.5 RI	01/04/91
			6533	III	30	37.5 RI	01/04/91
HC	TE	-	6601	I	21	40 RI	20/04/88
			6602	II	23	40 RI	20/04/88
			6603	III	25	40 RI	20/04/88
HC	TE	-	6601	I	21	38.75 RI	01/01/90
			6602	II	23	38.75 RI	01/01/90
			6603	III	25	38.75 RI	01/01/90
HC	TE	-	6601	I	21	37.5 RI	01/04/91
			6602	II	23	37.5 RI	01/04/91
			6603	III	25	37.5 RI	01/04/91

**APPENDIX B-2\*\* (Continued)**  
**GOVERNMENT OF THE NORTHWEST TERRITORIES**  
**Pay Schedule in Annual Amounts**  
**Effective April 1, 1989**

PAY STEPS

Pay Range	1	2	3	4	5	6
1	19,725	20,164	20,629	21,109	21,624	22,161
2	20,164	20,629	21,109	21,624	22,161	22,724
3	20,629	21,109	21,624	22,161	22,724	23,314
4	21,109	21,624	22,161	22,724	23,314	23,940
5	21,624	22,161	22,724	23,314	23,940	24,592
6	22,161	22,724	23,314	23,940	24,592	25,272
7	22,724	23,314	23,940	24,592	25,272	25,954
8	23,314	23,940	24,592	25,272	25,954	26,755
9	25,021	25,671	26,350	27,058	27,805	28,595
10	25,671	26,350	27,058	27,805	28,595	29,416
11	26,191	26,870	27,614	28,390	29,204	30,054
12	26,870	27,614	28,390	29,204	30,054	30,956
13	27,614	28,390	29,204	30,054	30,956	31,900
14	28,390	29,204	30,054	30,956	31,900	32,887
15	29,204	30,054	30,956	31,900	32,887	33,931
16	30,054	30,956	31,900	32,887	33,931	35,018
17	32,113	33,050	34,036	35,069	36,156	37,297
18	33,050	34,036	35,069	36,156	37,297	38,495
19	34,036	35,069	36,156	37,297	38,495	39,754
20	35,069	36,156	37,297	38,495	39,754	41,075
21	36,156	37,297	38,495	39,754	41,075	42,460
22	37,297	38,495	39,754	41,075	42,460	43,923
23	38,201	39,448	40,758	42,132	43,578	45,092
24	39,448	40,758	42,132	43,578	45,092	46,680
25	40,758	42,132	43,578	45,092	46,680	48,351
26	42,132	43,578	45,092	46,680	48,351	50,105
27	43,578	45,092	46,680	48,351	50,105	51,944
28	45,092	46,680	48,351	50,105	51,944	53,887
29	46,680	48,351	50,105	51,944	53,887	55,915
30	48,351	50,105	51,944	53,887	55,915	57,915
31	50,105	51,944	53,887	55,915	57,915	59,935
32	51,944	53,887	55,915	57,915	59,935	62,061
33	53,887	55,915	57,915	59,935	62,061	64,286
34	55,915	57,915	59,935	62,061	64,286	66,622

APPENDIX B-2\*\* (Continued)  
 GOVERNMENT OF THE NORTHWEST TERRITORIES  
 Pay Schedule in Annual Amounts  
 Effective April 1, 1990

PAY STEPS

Pay Range	1	2	3	4	5	6
1	20,613	21,071	21,557	22,059	22,597	23,158
2	21,071	21,557	22,059	22,597	23,158	23,747
3	21,557	22,059	22,597	23,158	23,747	24,363
4	22,059	22,597	23,158	23,747	24,363	25,017
5	22,597	23,158	23,747	24,363	25,017	25,699
6	23,158	23,747	24,363	25,017	25,699	26,409
7	23,747	24,363	25,017	25,699	26,409	27,122
8	24,363	25,017	25,699	26,409	27,122	27,959
9	26,147	26,826	27,536	28,276	29,056	29,882
10	26,826	27,536	28,276	29,056	29,882	30,740
11	27,370	28,079	28,857	29,668	30,518	31,406
12	28,079	28,857	29,668	30,518	31,406	32,349
13	28,857	29,668	30,518	31,406	32,349	33,336
14	29,668	30,518	31,406	32,349	33,336	34,367
15	30,518	31,406	32,349	33,336	34,367	35,458
16	31,406	32,349	33,336	34,367	35,458	36,594
17	33,558	34,537	35,568	36,647	37,783	38,975
18	34,537	35,568	36,647	37,783	38,975	40,227
19	35,568	36,647	37,783	38,975	40,227	41,543
20	36,647	37,783	38,975	40,227	41,543	42,923
21	37,783	38,975	40,227	41,543	42,923	44,371
22	38,975	40,227	41,543	42,923	44,371	45,900
23	39,920	41,223	42,592	44,028	45,539	47,121
24	41,223	42,592	44,028	45,539	47,121	48,781
25	42,592	44,028	45,539	47,121	48,781	50,527
26	44,028	45,539	47,121	48,781	50,527	52,360
27	45,539	47,121	48,781	50,527	52,360	54,281
28	47,121	48,781	50,527	52,360	54,281	56,312
29	48,781	50,527	52,360	54,281	56,312	58,431
30	50,527	52,360	54,281	56,312	58,431	60,521
31	52,360	54,281	56,312	58,431	60,521	62,632
32	54,281	56,312	58,431	60,521	62,632	64,854
33	56,312	58,431	60,521	62,632	64,854	67,179
34	58,431	60,521	62,632	64,854	67,179	69,620

## APPENDIX B-3\*\*

CATEGORY	GROUP	CLASS CODE	LEVEL	PAY RANGE	WEEKLY HOURS OF WORK	IMPLEMENTATION DATE	
TR	FT	5101	I	21	40 MF		
		5102	II	23	40 MF		
		5103	III	25	40 MF		
		5104	IV	27	40 MF		
		5105	V	29	37 1/2 MF		
TR	GT	5203	III Ind. Warehouseman	21	40 MF		
		5213	III Commercial Cook	19	SEE APP A3		
		5223	III H.D. Mechanic	23	40 MF		
		5233	III Painter & Decorator	19	40 MF		
		5234	III Small Equipment Mechanic	15	40 MF		
		5243	III Carpenter	22	40 MF		
		5253	III Electrician	23	40 MF		
		5263	III Plumber	23	40 MF		
		5273	III Welder	23	40 MF		
		5293	III Equipment Mechanic	21	40 MF		
			- Auto Body Mechanic				
			- Motor Vehicle Mechanic				
			- Refrigerator Mechanic				
		5296	III Refrg. Mech/Design	23	40 MF		
		5297	III Housing Mtce.				
5298	III Serviceman	18	40 MF				
5299	III Machinist	23	40 MF				
	III Oil Burner Mechanic	21	40 MF				
TR	OT	5302	II	19	40 RI		
		5303	III	21	40 MF		

## NOTES:

1. Journeyman Trades Certification or a Certification of Ability may be required for positions classified in these groups.
2. Salary placement will be allocated by application of the following criterion only:
  - (a) Pay Step six (6)
    - (i) employees possessing a valid certificate of ability recognized in the Northwest Territories, and
    - (ii) employees in receipt of Pay Step six (6) salary at the date of signing of this Agreement.
  - (b) Pay Step four (4) and five (5)
    - (i) employees not possessing a valid recognized certificate of ability but deemed by the Employer to have attained a level of proficiency, by virtue of experience, below that required to obtain a certificate of ability, and
    - (ii) employees in receipt of Pay Step four (4) or five (5) salary at the date of signing of this Agreement.

APPENDIX B-3\*\* (Continued)  
 GOVERNMENT OF THE NORTHWEST TERRITORIES  
 Pay Schedule in Annual Amounts  
 Effective April 1, 1989

PAY STEPS

Pay Range	1	2	3	4	5	6
1				21,894	22,433	22,997
2				22,433	22,997	23,592
3				22,997	23,592	24,212
4				23,592	24,212	24,878
5				24,212	24,878	25,561
6				24,878	25,561	26,279
7				25,561	26,279	27,006
8				26,279	27,006	27,843
9				28,166	28,952	29,782
10				28,952	29,782	30,653
11				29,574	30,430	31,329
12				30,430	31,329	32,276
13				31,329	32,276	33,272
14				32,276	33,272	34,312
15				33,272	34,312	35,416
16				34,312	35,416	36,562
17				36,616	37,761	38,962
18				37,761	38,962	40,228
19				38,962	40,228	41,558
20				40,228	41,558	42,949
21				41,558	42,949	44,413
22				42,949	44,413	45,956
23				44,064	45,587	47,184
24				45,587	47,184	48,861
25				47,184	48,861	50,621
26				48,861	50,621	52,471
27				50,621	52,471	54,420
28				52,471	54,420	56,461
29				54,420	56,461	58,418
30				56,461	58,418	60,449
31				58,418	60,449	62,576
32				60,449	62,576	64,820
33				62,576	64,820	67,167
34				64,820	67,167	69,501

APPENDIX B-3\*\* (Continued)  
 GOVERNMENT OF THE NORTHWEST TERRITORIES  
 Pay Schedule in Annual Amounts  
 Effective April 1, 1990

PAY STEPS

Pay Range	1	2	3	4	5	6
1				22,879	23,442	24,032
2				23,442	24,032	24,654
3				24,032	24,654	25,302
4				24,654	25,302	25,998
5				25,302	25,998	26,711
6				25,998	26,711	27,462
7				26,711	27,462	28,221
8				27,462	28,221	29,096
9				29,433	30,255	31,122
10				30,255	31,122	32,032
11				30,905	31,799	32,739
12				31,799	32,739	33,728
13				32,739	33,728	34,769
14				33,728	34,769	35,856
15				34,769	35,856	37,010
16				35,856	37,010	38,207
17				38,264	39,460	40,715
18				39,460	40,715	42,038
19				40,715	42,038	43,428
20				42,038	43,428	44,882
21				43,428	44,882	46,412
22				44,882	46,412	48,024
23				46,047	47,638	49,307
24				47,638	49,307	51,060
25				49,307	51,060	52,899
26				51,060	52,899	54,832
27				52,899	54,832	56,869
28				54,832	56,869	59,002
29				56,869	59,002	61,047
30				59,002	61,047	63,169
31				61,047	63,169	65,392
32				63,169	65,392	67,737
33				65,392	67,737	70,190
34				67,737	70,190	72,629

APPENDIX B-4\*\*

<u>CATEGORY</u>	<u>GROUP</u>	<u>SUB-GROUP</u>	<u>CLASS CODE</u>	<u>LEVEL</u>	<u>PAY RANGE</u>	<u>WEEKLY HOURS OF WORK</u>
PD	IN	-	3901	I	SEE GRID	37 1/2 MF

APPENDIX B-4\*\*

GOVERNMENT OF THE NORTHWEST TERRITORIES  
INSTRUCTORS' PAY GRID

Pay Schedule in Annual Amounts  
Effective April 1, 1989

The pay for incumbents of instructor positions allocated to the Instruction Programs occupational group is based on their level of education and amount of experience in accordance with the following pay grid with its guidelines and regulations.

Education Level

<u>EXPERIENCE LEVEL</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>
(0)	38,201	39,448	40,758	42,132
(1)	39,448	40,758	42,132	43,578
(2)	40,758	42,132	43,578	45,092
(3)	42,132	43,578	45,092	46,680
(4)	43,578	45,092	46,680	48,351
(5)	45,092	46,680	48,351	50,105
(6)	46,680	48,351	50,105	51,944
(7)	48,351	50,105	51,944	53,887



APPENDIX B-4\*\*  
 GOVERNMENT OF THE NORTHWEST TERRITORIES  
 INSTRUCTORS' PAY GRID  
 Pay Schedule in Annual Amounts  
 Effective April 1, 1990

The pay for incumbents of instructor positions allocated to the Instruction Programs occupational group is based on their level of education and amount of experience in accordance with the following pay grid with its guidelines and regulations.

EXPERIENCE LEVEL	<u>Education Level</u>			
	A	B	C	D
(0)	39,920	41,223	42,592	44,028
(1)	41,223	42,592	44,028	45,539
(2)	42,592	44,028	45,539	47,121
(3)	44,028	45,539	47,121	48,781
(4)	45,539	47,121	48,781	50,527
(5)	47,121	48,781	50,527	52,360
(6)	48,781	50,527	53,360	54,281
(7)	50,527	52,360	54,281	56,312

GUIDELINES

The following guidelines are provided to assist the Review Committee in placing instructors into the Educational Level columns of the Grid:

- LEVEL A Includes any relevant education and training up to the minimum specified for LEVEL B.
- LEVEL B Includes the completion of a relevant diploma which requires a minimum of two (2) academic years of full time instruction at a community college or institute of technology. Another inclusion at this level is a relevant journeyman certificate which requires a minimum two (2) year apprenticeship. Relevant courses with a cumulative total of approximately two (2) academic years of instruction are placed at this level even though a specific diploma is not issued.

LEVEL C

Includes relevant three (3) year degree programs as well as honours programs. Also included at this level is any combination of two (2) or more relevant journeyman certificates each of which require a minimum of a two (2) year apprenticeship or any one such certificate and a relevant two (2) year diploma.

LEVEL D

Includes a relevant Masters Degree. Another inclusion at this level is two (2) relevant three (3) year degrees.

REGULATIONS TO APPENDIX B-4\*\*INSTRUCTORS' PAY GRIDAPPOINTMENT

New employees will be assigned to their educational column at experience level zero with the following exceptions:

1. For each full academic year of post secondary teaching experience, they will be given one additional level on the experience axis;
2. For each full two (2) year period of elementary or secondary school teaching directly related to the subject which they instruct, they will be given one additional level on the experience axis;
3. For each full two (2) year period of work experience directly related to the subject which they instruct, they will be given one additional level on the experience axis.

NOTE:

The foregoing criteria apply without limit except for new instructors, who do not have the approved coursework in adult education or its equivalent. The maximum experience level at which such instructors may be appointed is level four (4). New instructors who satisfactorily complete the required coursework in their first year shall have their full experience applied retroactive to their date of hire.

PROGRESSIONExperience:

1. Newly Hired Instructors

On completion of each full year with satisfactory performance newly hired instructors with approved coursework in adult education are moved to the next higher level in the experience

column under their educational level, provided they are not already at their maximum experience level.

## 2. Instructors

On completion of each full year with satisfactory performance, instructors hired on or before December 6, 1984 are moved to the next higher level in the experience column under their educational level, provided they are not already at their maximum experience level.

### Education:

Upon completion of the educational requirements at an educational level beyond which an employee is now being paid, the employee is moved to that newly acquired educational level at the same experience step provided that:

- (i) the education is directly relevant to the instructional discipline; and
- (ii) the new educational level has been approved by an Educational Review Committee.

### EDUCATIONAL REVIEW COMMITTEE

#### Process:

An Educational Review Committee shall review the educational levels of instructors against the requirements specified for their positions, to place them on the instructors' pay grid when:

- (i) instructors are moved to the grid upon implementation;
- (ii) new employees are hired as instructors;
- (iii) instructors inform management in writing that they have obtained an educational level above the one at which they are being paid.

The Committee shall consider the nature of the instructional program being carried out and evidence of the educational qualifications of the instructor. The Committee shall decide on the relevancy of the instructor's educational qualifications to the instructional program being carried out and subsequently the placement of the instructor in the most appropriate Educational Level column on the pay grid. The effective date for instructors who have been assigned an educational level above the one at which they are being paid, shall be the date on which they informed management in writing.

Composition of Committee:

The Educational Review Committee shall be normally constituted as follows:

- (i) Regional instructor positions will be reviewed by a committee composed of the Regional Superintendents of Education and Personnel or their delegates;
- (ii) Instructor positions at Arctic College will be reviewed by a committee composed of the College Director and the Regional Superintendent of Personnel or their delegates;
- (iii) Instructor positions in Yellowknife will be reviewed by a committee composed of the appropriate Deputy Minister and the Deputy Minister of Personnel or their delegates.

INSTRUCTORS' TRAINING

Instructors hired after December 6, 1984 will have completed, or will be required to complete, six (6) weeks of full-time coursework in adult education. This coursework includes as a minimum, modules in needs analysis, planning instruction, delivery techniques and evaluating learning performance. Equivalent training or a demonstrated capability in training can be accepted in lieu of the formal coursework. The Review Committee will assess the qualifications of newly hired instructors in this area and specify if any further training must be undertaken.

Newly hired instructors who require instructors' training which requires more time than the professional development time available to them in their first year, will be eligible for their first salary progression on the experience axis provided they have satisfactorily completed the first portion of instructors' training and they have performed satisfactorily.

No further progression on the experience axis will be permitted until the remaining portion of instructors' training has been satisfactorily completed.

NOTIFICATION

New employees shall be informed in their job offer of their placement on the grid and whether they require any further training in adult education. For newly hired instructors, the Selection Board may act as the Educational Review Committee.

COORDINATORS

Instructors who are required to coordinate the work of other full-time instructors, in addition to performing instructional duties in their area of specialty, will be paid a coordinator's allowance of \$2,100 per year. Payment of the coordinator's allowance to an individual instructor will end if that instructor ceases to act as a coordinator.

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

The Government of the Northwest Territories agrees to provide, as an employee benefit, a group insurance policy which provides its employees with an indemnity for accidental death and dismemberment.

ELIGIBILITY:

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

ENTITLEMENTS:

In the event that any of the following losses are sustained solely through accidental means, the following benefits will be paid, provided that the loss occurs within three hundred and sixty-five days after the date of the accident.

Life	\$100,000
Both Hands	100,000
Both Feet	100,000
Entire Sight of Both Eyes	100,000
Speech and Hearing	100,000
Quadriplegia	100,000
One Hand and One Foot	100,000
One Hand and Entire Sight of One Eye	100,000
One Foot and Entire Sight of One Eye	100,000
Paraplegia	75,000
One Arm	75,000
One Leg	75,000
Speech or Hearing	50,000
Hemiplegia	50,000
One Hand	50,000
One Foot	50,000
Entire Sight of One Eye	50,000
Thumb and Index Finger	25,000

PREMIUMS:

This benefit is provided at no cost to employees.

CONDITIONS:

"Loss" as above used with reference to hand or foot means complete severance through or above the wrist or ankle joint, but below the elbow or knee joint; as used with reference to arm or leg means complete severance through or above the elbow or knee joint; as used with reference to thumb and index finger means complete severance through or above the first phalange; as used with reference to eye means the irrecoverable loss of the entire sight thereof; as used with reference to speech means complete and irrevocable loss of the ability to utter intelligible sounds; as used with reference to hearing means complete and irrevocable loss of hearing in both ears; and as used with reference to quadraplegia, paraplegia and hemiplegia means complete and irreversible paralysis of such limbs. Indemnity provided under this policy will not be paid under any circumstances, for more than one of the losses, the greatest, sustained by any one employee as the result of any one accident.

This benefit will apply to injury sustained by an employee anywhere in the world while on the business of the Employer and during the course of any bona fide trip made by the employee including incidental personal travel connected therewith. Such trip shall be deemed to have commenced when the employee leaves his/her residence or place of regular employment for the purpose of going on such trip, whichever last occurs, and shall continue until such time as he/she returns to his/her residence or place of regular employment, whichever first occurs.

The term "while on the business of the Employer" as used herein means while on assignment by or at the direction of the Employer for the purpose of furthering the business of the Employer. Injury sustained during the course of every day travel to and from work and bona fide leaves of absence or vacation shall not be deemed to be sustained while on the business of the Employer.

Where an employee proceeding on duty travel wishes to act as pilot or a crew member, either while flying his/her own aircraft or a "dry" charter, certain approvals must be obtained prior to the flight in order to ensure coverage for the employee under this policy.

The employee must submit a request to the department head. If approved, the employee must then submit an application (Pilot's Report) to the Insurer through the Insurance Analyst, Department of Finance. If the Insurer accepts the application, the employee's name will be added to the policy for coverage and the employee will be covered for all future flights. However, it will still be necessary on future flights to obtain the department head's approval before using a privately owned aircraft for duty travel.

The above stated indemnities do not apply to any loss, fatal or non-fatal, caused or contributed to by:

- (a) suicide or self-destruction, or any attempt thereat, while sane or insane;

- (b) declared or undeclared war or any act thereof;
- (c) service in the armed forces of any country.

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

#### ADMINISTRATION

When a loss occurs, claim forms may be obtained from the Department of Personnel. Completed claim forms will be submitted to the Insurer who will assess the claim.

In paying any claim, the Insurer will issue a cheque directly to the employee or to the employee's estate.

Signed this 23rd day of JUNE, 1983 at Yellowknife, Northwest Territories.

(Original Signed by)

F. Lamb,  
President,  
N.W.T. Public Service Association.

(Original Signed by)

G.E. Bowyer,  
Director,  
Department of Personnel.

Andrew



DENTAL PLAN

The Employer shall provide, at no cost to the employee, a Dental Plan which provides coverage for 100% of a territorial fee schedule minus a deductible effective the date of the signing of the Agreement.

Effective April 1, 1986 the Dental Plan shall include an orthodontic module.

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

The Parties agree that

The document entitled "Exclusion from the Bargaining Unit U.N.W." establishes the criteria for the determination of exclusion of positions from the U.N.W. bargaining unit.

SIGNED at Yellowknife, this 13th day of January 1978.

Government of the  
Northwest Territories

The Northwest  
Territories Public Service

(original signed by J. Blawett)  
DIRECTOR OF PERSONNEL

(original signed by P. Dyck)  
PRESIDENT

## A. INTRODUCTION

The criteria for determining bargaining unit membership is established by negotiation with the Northwest Territories Public Service Union. It is contained as Clause 2.01(n) of the Collective Agreement.

The Government of the Northwest Territories has the right to exclude any position which adequately conforms to the criteria. Conversely the Union has the right to oppose a Government decision if it is their opinion that the criteria has not been interpreted or applied correctly. When the Union does not agree with a Government decision, the matter is presented to arbitration.

## B. RESPONSIBILITY

The Deputy Minister of Personnel is responsible for application and interpretation of the Collective Agreement. The criteria for position exclusion is a provision of the Agreement, and therefore, the Deputy Minister of Personnel must determine the bargaining unit status of positions, advise the Union and when necessary prepare submissions for arbitration. The centralization of this responsibility in the Department of Personnel ensures uniform application of the criteria throughout the Public Service. The determination of position status is made on the basis of position duties and responsibilities which are established by departmental requirements. When a new position is established or where an existing position is adjusted, it is evaluated in accordance with the exclusion criteria. By virtue of departmental establishment of position duties and responsibilities, departments initiate the process and are responsible for submitting recommendations for position exclusion when new positions are established or existing positions adjusted. Departmental recommendations must be supported by specific reference to the applicable criteria and include an organization chart. In this process the initiating department and the Department of Personnel must collaborate to present an accurate justification for exclusion. Since the onus of proof rests with the Government, only those positions that meet the established criteria or where a vital matter of principle is involved will be determined to be excluded.

As the functions of positions change, so may the status of any position and therefore the process for excluding positions is an ongoing process requiring continual updating and revision. Whenever an organizational change takes place, the status of all positions must be reviewed. Therefore, the assumption that an excluded position will always remain excluded is in error. A minor change in reporting relationship may result in a change of a status from exclusion to bargaining unit membership.

Our experience establishes that the Union often feels that the Government's application of the criteria is not justified. For this reason, departmental recommendations must be absolutely accurate in detail. The detail required is approved job description, organization chart indicating reporting relationship of position, and identification of the specific criteria for excluding the position including comments of justification.

#### C. EXCLUSION CRITERIA

Legislatures in the Federal and Provincial jurisdictions have given the power for the determination of the appropriate bargaining unit to Labour Relations Boards. The criteria for being a member of a bargaining unit is that the person "fits" within the definition of "employee". The definitions of employee are similar throughout Canada to the one in the Canada Labour Code:

"Employee" means any person employed by an employer and includes a dependent contractor and a private constable, but does not include a person who performs management functions or is employed in a confidential capacity in matters relating to industrial relations.

The key to the definition, so far as the managerial and confidential exclusion is concerned, is the wide discretion that is conferred upon Labour Relations Boards. The words, "a person who performs management functions or is employed in a confidential capacity in matters relating to industrial relations" enables Boards to make different determinations on a small change in the facts.

As legislation is silent on the definition of managerial, Labour Relations Boards have been left to their own devices to create a definition. Due to the varying structures of management, Labour Relations Boards are faced with a difficult task in determining who should be excluded on the basis of managerial responsibility. The task is not an easy one as most practitioners in the field tend to view the composition of management differently. While the classification used by employers is of some value in indicating the status of personnel involved, Labour Relations Boards are reluctant to leave them the unilateral definition of management.

Accordingly, titles and hierarchical positions cannot be entirely relied upon and the Boards are inclined to enquire into the specific nature of functions performed by the person occupying the position in question.

Labour Relations Boards seem to base their determinations on a number of general managerial criteria. The duties upon which Boards place the most weight are hiring, firing, disciplining or promoting. Other considerations are: planning and decision-making in the areas of job priorities; assignment of work; independent buying and the primary classical management's function of planning, organizing, staffing, coordinating, directing and controlling. Labour Relations Board decisions are often based on whether the person concerned has the power to make

binding policy decisions involving the exercise of independent judgement and discretion or whether, on the other hand, the person merely implements decisions of others, his/her discretion being confined to routine limited pre-determined areas. The Boards must decide in each case if the person involved has real discretion or, in other words, is "effectively recommending" the action.

Most legislatures define their confidential exclusions in terms of "employed in a confidential capacity in matters relating to labour relations". This requires a judgement as to the seriousness of the need for secrecy for the information to which an employee is privy and his/her duties in acting upon the information and that the matters to be kept confidential are related strictly to labour relations.

Labour Relations Boards, in the exercise of the power granted by legislation, act with great prudence as a decision to exclude a person from a bargaining unit deprives the individual of the right of collective bargaining.

All of the Labour Relations Boards hope that there is agreement between parties for the exclusion of positions. Consequently, the Government of the Northwest Territories and the Union of Northern Workers have negotiated the criteria for excluding positions which is included in the Collective Agreement.

Following is the criteria so negotiated:

C O N F I D E N T I A L  
Exclusions from the Bargaining Unit

1. GENERAL APPLICATION

Managerial Exclusions

In broad terms, the main criterion which is fundamental to the exclusion of "managerial" personnel is that such individuals in the normal course of their duties are called upon to develop proposals for Executive Committee consideration, to make recommendations which will affect the execution of programs, and/or to make decisions, the basis for which are not clearly codified in regulations or procedural documents. It is the position of the Employer that these individuals should be excluded from bargaining unit membership as they may be hampered in the effective discharge of those responsibilities by being in a bargaining unit.

Confidential Exclusions

On the other hand, "confidential" personnel, as described under Clause 2.01(n)(x) of the Collective Agreement, are confidential to the exclusions described above. In order for an employee to be considered "confidential" to a "managerially" excluded individual, the employee must participate in the duties and/or activities which precipitated the "managerial" exclusion. The handling of, or access to, confidential documents is not grounds for an exclusion under this heading while the development of such a document might be.

2. SPECIFIC APPLICATION

The specific application of the paragraphs of Clause 2.01, Subsection (n) of the Collective Agreement applying this broad definition of managerial and confidential exclusions follows.

a) Clause 2.01(n)(v)

This paragraph provides for the exclusion of any person who "is employed in a position confidential to the Commissioner, the Deputy Commissioner, the Executive Committee or a Minister, Deputy Minister, or the Chief Executive Officer of any Government department or agency".

This sub-paragraph should be interpreted as referring only to executive assistants, private secretaries or stenographers, confidential messengers or clerks and others who are employed in the offices identified in this sub-paragraph and who, as part of their regular duties, function under the direct supervision and control of the above-mentioned officers.

As amended in 81-82 Agreement.

b) Clause 2.01(n)(vi)

This paragraph provides for the exclusion of any person who "is employed as a legal officer".

This sub-paragraph is intended to include all employees in the legal subgroup of the Planning and Evaluation Group contained in the Administrative Services Category of the Government of the Northwest Territories classification system as defined in the Classification Standards Manual.

c) Clause 2.01(n)(vii)

This paragraph provides for the exclusion of any person "who has executive duties and responsibilities in relation to the development and administration of government programs".

The term "executive" as used to modify duties and responsibilities is defined as "to manage a program with complete authority to utilize men, money and materials in the execution of a program". The majority of individuals who are excluded under this paragraph are classified as division chiefs. A lesser number are designated as section heads. It is unlikely that a case could be made to exclude an individual who reports at a lower than division chief level.

d) Clause 2.01(n)(viii)

This paragraph provides for the exclusion of any person "whose duties include those of a personnel administrator or who has duties that cause him/her to be directly involved in the process of collective bargaining on behalf of the employer".

The term "personnel administrator" should be interpreted to include all persons in positions classified in the Personnel Administration Group and all persons in positions classified in other occupational groups whose regular duties include those of a Professional Personnel Practitioner. An example of this might be an individual who is responsible for personnel administration in an administrative unit of a department. Due to the size of the department, the personnel duties do not constitute a full time position and therefore other duties are assigned with the result that the position is classified as an administrative officer instead of personnel administrator.

With reference to the latter part of Clause 2.01(n)(viii) which states "who has duties that cause him/her to be directly involved in the process of collective bargaining on behalf of the Employer," this section only applies to individuals who are called upon by the Employer to be a member of management's bargaining team.

e) Clause 2.01(n)(ix)

This paragraph provides for the exclusion of any person "who is required by reason of his/her duties and responsibilities to deal formally on behalf of the Employer with a grievance presented in accordance with the grievance process provided for by this agreement".

Individuals who are or should be excluded under this paragraph are only those individuals who occupy positions designated as "first or second level of management". In the majority of cases the "first" level will be no lower in the organization than division chief or regional superintendent with the "second" level being department head or regional director and the "final" level being, of course, the Commissioner.

Persons who act merely as "transmittal agents" in the grievance procedure cannot be designated under this paragraph.

The handling of grievances can only be delegated in conjunction with an acting appointment.

f) Clause 2.01(n)(x)

This paragraph provides for the exclusion of any person "who is employed in a position confidential to any person described in sub-paragraph (vi),(vii),(viii), and (ix)".

In order to exclude a person under this paragraph the employer must establish the following two facts:

1. That the supervisor is performing duties that are described in sub-paragraph (vi),(vii),(viii), or (ix), and;
2. That there is in fact a confidential relationship between the supervisor and the position of the individual being excluded under this paragraph, and that the confidential relationship is directly related to the exercise of the duties and the discharge of responsibilities that warranted the exclusion of the supervisor.

This paragraph can be applied in circumstances where:

- a) The duties of a position occupied by a person described in sub-paragraph (vi),(vii),(viii), or (ix) are so onerous that he/she is compelled to delegate to another a significant portion of his/her duties of a type that constitutes the basis for his/her having been designated. An example of this would be where a division chief directs a section head to deal directly on his/her behalf with the director in the continuing development/management of a program. The handling of grievances, however, is not considered delegatable.



- b) Where the services rendered by the person alleged to be confidential are of such a nature that the person designated under sub-paragraphs (vi),(vii),(viii), or (ix) would normally have to rely to a substantial extent on the "confidential" person to perform these, having regard to modern technology and office organization.

It follows that persons who merely have access to confidential material cannot automatically be excluded under this paragraph as the criterion for exclusion under this paragraph have not been met.

g) Clause 2.01(n)(xi)

This paragraph provides for the exclusion of any person "who is not otherwise described in sub-paragraph (vii),(viii),(ix) or (x) but who, in the opinion of an arbitrator, should not be included in the bargaining unit by reason of his/her duties and responsibilities to the Employer".

In order for a person to be excluded under this paragraph the following must be established:

- a) that because of his/her particular duties and responsibilities to the Employer, the individual concerned must be excluded from collective bargaining; and,
- b) that the individual who is to be excluded under this paragraph does not meet the criteria for exclusion under paragraphs (vi),(vii),(viii), and (ix) of Clause 2.01(n) and therefore, cannot be excluded under these paragraphs.

