

Arbitration Award Summary

16-P-GNWT-01868 Continuous Service

Arbitrator Sims

Award Date: November 1, 2016.

Case Outline:

This grievance was filed as a result of the Employer interpreting the definition of Continuous Service, for the purpose of Ultimate Removal Assistance, differently than the definition that is outlined in Article 2 of the Collective Agreement.

The articles referred to in this grievance are:

Article 2.01 (e):

(i) *“Continuous Employment” and “Continuous Service” means:*

(1) uninterrupted employment with the Government of the Northwest Territories;

(2) prior service in the Public Service of the Government of Canada providing an employee was recruited or transferred from the Public Service within three (3) months of terminating his/her previous employment with such government; except where a function of the 2 Federal Government is transferred to the Northwest Territories Government; and

(3) prior service with the municipalities and hamlets of the Northwest Territories providing he/she was recruited or transferred within three (3) months of terminating his/her previous employment.

Article 42.02 (a):

(i) Length of Service - An employee’s entitlement to Ultimate Removal Assistance is based on years of continuous service with the Government of the Northwest Territories as follows:

Union’s Argument:

The Union argued that all three sections included in the definition for Continuous Service are applicable when determining length of service for the purpose of Article 42.02.

Employer Argument

The Employer argued that the meaning in Article 42.02(a)(i) needs to be given to “with the Government of the Northwest Territories.” Therefore, only section (1) of the definition of Continuous Service would apply in the application of Article 42.02(a)(i).

Arbitrator's Decision:

The grievance was upheld.

The Arbitrator found that since the parties decided to define Continuous Service in Article 2.01 (e)(i)1, 2 and 3, it would be included in article 42.02 as he found there was no intention to reduce the "definition's scope" (pg. 7) within the article itself.

The Arbitrator directed an audit of all similar misapplications of the definition dating 35 days prior to the filing of the grievance.