

# **COLLECTIVE AGREEMENT**

**between**

**PUBLIC SERVICE ALLIANCE OF CANADA**  
**(as represented by its agent Union of Northern Workers)**

**and**

**THE TOWN OF HAY RIVER**

**Effective From: January 1, 2008**  
**To: December 31, 2010**



**Union of Northern Workers**  
**Suite 200, 5112 – 52 Street,**  
**Yellowknife NT X1A 1T6**

**Town of Hay River**  
**73 Woodland Drive,**  
**Hay River NT X0E 1G1**

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**Article 1**  
**Purpose of Agreement**

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

**Article 2**  
**Interpretation and Definitions**

- 2.01 For the purpose of this Agreement:
- (a) "Bargaining Unit" means employees occupying positions in the classifications as shown in Appendix "A" and Appendix "B";
  - (b) "Classification" means a group of positions having sufficiently similar duties, responsibilities, authority and required qualifications that a common descriptive title may be used;
  - (c) "Continuous employment" means uninterrupted employment with the Employer, except that where an employee, other than a casual employee, 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, the employee's periods of employment for the purpose of vacation leave shall be considered as continuous employment with the Employer; and any sick leave credits accumulated prior to termination shall be reinstated to the employee's credit;
  - (d) "Day" means working day, unless otherwise specified;
  - (e) "Day of Rest" in relation to an employee means a day on which that employee is not ordinarily required to perform the duties of the employee's position. Such days do not include a holiday or days that the employee is absent on approved leave;
  - (f) "Department Head" means the head of a department (unit) and includes the person designated by the Department Head so to act;

- (g) "Double Time" means two (2) times the straight-time rate;
- (h) "Employee" means a person employed by the Employer who comes within the scope of the bargaining unit as either:
  - (i) a permanent employee - means a person employed full time by the Employer in a permanent position and works the normal work day, week, month as defined in Article 20, or a person employed part time by the Employer in a permanent position and works less than the normal work day, week or month as defined in Article 20;
  - (ii) a probationary employee - see Article 2.01(r);
  - (iii) a "casual employee" is an employee who is employed, on either a full time or part time basis:
    - 1) who is employed for work of a temporary nature; or
    - 2) who is regularly scheduled for four (4) months or less for a specific job; or
    - 3) who relieves for absences for the duration of four (4) months or less; or
    - 4) who works on a call-in basis and is not regularly scheduled;
  - (iv) a "term employee" means an employee who is hired on either a full time or part time basis:
    - 1) for a specific job of more than four (4) calendar months but less than one (1) year; or
    - 2) to replace a full time or part time employee who is on approved leave of absence for a period in excess of four (4) calendar months; or
    - 3) to replace a full time or part time employee who is on leave due to illness or injury and where that employee has indicated to the employer in writing the duration of such leave will be in excess of four (4) months;
- (i) "Employer" means the Town of Hay River;
- (j) "Grievance" means a complaint in writing that an employee, a group of employees, or the Union submits to the Employer, or the Employer submits to the Union to be processed through the grievance procedure;
- (k) "Half-Day" means the A.M. or P.M. of a normal working day or half of the total hours of normal shift work per shift day whichever is less;

- (l) "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;
- (m) "Immediate Family" means father, mother, step-father, step-mother, brother, sister, spouse (including common-law), child or ward, father-in-law, mother-in-law, grandparent, great-grandparent, grandparent of spouse (including common-law spouse), grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law of an employee, or a relative permanently residing in the employee's household or with whom the employee permanently resides;
- (n) "Lay-off" means the termination of employment of an employee due to lack of work or the discontinuance of a function;
- (o) "Membership Dues" means the dues established pursuant to the constitution of the Union as the dues payable by its members as a consequence of their membership in the Union and shall not include any initiation fee, insurance premium or special levy;
- (p) "Overtime" means work performed by an employee in excess of eight (8) hours of work per day for operational employees and seven and one-half (7½) hours per day for administration employees, or work performed on a day of rest;
- (q) "Position" means an aggregation of duties, tasks and responsibilities requiring the services of one employee;
- (r) "Probation" means the probationary period on initial appointment for either term or permanent positions. The normal probationary period for a permanent employee shall be four (4) months from the date on which an employee reports for work and for a term employee the probationary period shall be two (2) months from the date on which an employee reports for work.

However, provided the Employer has reasonable grounds for doing so, it may extend the aforementioned probationary periods for an additional two (2) months. If during the probationary period, an employee's performance is judged to be unsatisfactory, the Employer shall provide notice, in writing, to the employee prior to the expiry of the probationary period.

If during the probationary period an employee applies and is successful in another position competition, the employee will be required to serve a four (4) month probationary period in the new position. The probationary employee will, however, be entitled to full benefits four (4) months from the date on which the employee initially commenced employment with the Employer;

- (s) "Promotion" means the appointment of an employee to a position which has a higher maximum rate of pay than the employee's present position;

- (t) Rates of Pay:
  - (i) "daily rate of pay" means an employee's hourly rate of pay by the employee's daily hours of work as set out in Article 20;
  - (ii) "weekly rate of pay" means an employee's daily rate of pay multiplied by five (5);
  - (iii) "bi-weekly rate of pay" means an employee's daily of pay multiplied by ten (10);
  - (iv) "annual rate of pay" means an employee's weekly rate of pay multiplied by 52.176;
  - (v) "monthly rate of pay" means an employee's annual rate of pay divided by twelve (12) ;
- (u) "Straight-time Rate" means an employee's hourly rate of pay as specified in Appendix "A";
- (v) "Time and one-half" means one and one-half (1½) times the straight-time rate;
- (w) "Union" means the Public Service Alliance of Canada and its Component, the Union of Northern Workers.

### **Article 3** **Union Recognition**

- 3.01 The Employer recognizes the Union, as defined in Article 2.01(w), as the exclusive bargaining agent for those employees described in the Canada Industrial Relations Board certificate dated August 30, 2006.

### **Article 4** **Application**

- 4.01 The provisions of this Agreement apply to the Union, employees and the Employer.
- 4.02 Wherever the masculine gender is specified in this Agreement, it shall be interpreted as including both male and female employees as applicable.

### **Article 5** **Discrimination**

- 5.01 The Employer, the Union, and the employees agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee by reason of race, colour, ancestry, nationality, ethnic origin, place of origin, creed, religion, age, disability, sex, sexual orientation, gender identity,

marital status, family status, family affiliation, political belief, political association, social condition, conviction for which a pardon has been granted, union membership or activity, or for exercising their rights under this Agreement.

- 5.02 The Employer, the employees and the Union recognize the right of all persons employed by the Employer to work in an environment free from unwanted personal harassment, sexual harassment, abuse of authority or workplace violence and agree that any of the aforementioned actions will not be tolerated in the workplace.
- 5.03 The Employer will take such disciplinary measures, as the Employer deems appropriate, against any person under the Employer's direction who subjects any employee to personal harassment, sexual harassment, abuse of authority or workplace violence.
- 5.04 "Personal Harassment" means any vexatious behaviour in the form of repeated and hostile or unwanted contact, verbal comments, actions or gestures that affects an employee's dignity or psychological or physical integrity and that results in a harmful work environment for the employee by a person employed by the Employer that is directed at and is offensive to another person employed by the Employer which the first person knew or ought reasonably to have known would be unwelcome.
- 5.05 Abuse of authority means an individual's improper use of power and authority inherent in the position held, by means of intimidation, threats, blackmail or coercion. This comprises actions which endanger an employee's job, undermine an employee's ability to perform the job or threatens the economic livelihood of an employee. However, it shall not include the legitimate exercise of an individual's supervisory power or authority.

#### Freedom from Sexual Harassment

- 5.06 "Sexual harassment" means any conduct, comment, gesture or contact of a sexual nature
- (a) that is likely to cause offence or humiliation to any employee;
  - (b) that might, on reasonable grounds, be perceived by that employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.
- 5.07 Every employee is entitled to employment free of sexual harassment.
- 5.08 The Employer the employees and the Union will make every reasonable effort to ensure that no employee is subjected to sexual harassment.
- 5.09 Complaints of sexual harassment may be brought to the attention of the Employer at any level of management appropriate to the circumstances. An employee may be assisted by the Union in making a complaint.

- 5.10 The Employer will not disclose the name of the complainant or the circumstances related to the complaint to any person except where disclosure is necessary for the purposes of investigating the complaint, taking disciplinary measures in relation thereto, or advising law enforcement officials as necessary.
- 5.11 The Employer shall in consultation with the Union issue a policy statement concerning sexual harassment which substantially conforms to the provisions of this Article. The Employer shall make each person under the Employer's direction aware of the policy statement concerning sexual harassment.

#### Freedom from Workplace Violence

- 5.12 "Workplace violence" means any incident, in which an employee is abused, threatened or assaulted during the course of his or her employment, and includes but is not limited to all forms of harassment, bullying, intimidation and intrusive behaviours of a physical or emotional nature.
- 5.13 Every employee is entitled to employment free of workplace violence.
- 5.14 The Employer, the employees and the Union will make every reasonable effort to ensure that no employee is subjected to workplace violence.
- 5.15 No employee shall be required to perform work at any worksite under circumstances of workplace violence by third parties. The Employer shall take appropriate remedial measures in such situations.
- 5.16 Complaints of workplace violence may be brought to the attention of the Employer at any level of management appropriate to the circumstances. An employee may be assisted by the Union in making a complaint.
- 5.17 The Employer will not disclose the name of the complainant or the circumstances related to the complaint to any person except where disclosure is necessary for the purposes of investigating the complaint or taking disciplinary measures in relation thereto.
- 5.18 The Employer shall in consultation with the Union issue a policy statement concerning workplace violence which substantially conforms to the provisions of this article. The Employer shall make each person under the Employer's direction aware of the policy statement concerning workplace violence.

### **Article 6**

#### **Management Rights**

- 6.01 Except to the extent provided herein, this Agreement in no way restricts the authority of those charged with managerial responsibilities.
- 6.02 (a) Management personnel shall not perform the duties of bargaining unit members unless such members are not readily available to do the job or

unless the circumstances of the job are such that a failure to carry out the task immediately could result in a serious impairment to municipal services.

- (b) The parties agree that the restriction in (1) hereof does not limit management's rights to operate equipment and perform tasks normally operated or performed by bargaining unit members when the purpose of such operation or performance is for inspection or training purposes.

## **Article 7**

### **Safety and Health**

- 7.01 The Employer shall continue to make every reasonable effort to maintain all equipment and facilities directly relating to the occupational safety and health of its employees, in a good state of repair and to replace any worn or damaged safety equipment provided by the Employer.
- 7.02 Employees who have sustained a disabling injury at work during the normally scheduled hours of work and are unable to return that day due to the injury shall be paid for the straight time hours that they would have worked that day.
- 7.03 When purchasing new computer equipment or other technology, the Employer shall consider factors of ergonomic design and the risk of employment injury.
- 7.04 The Employer shall comply with all applicable federal, territorial and municipal health and safety legislation and regulations.
- 7.05 An employee shall have the right to refuse work in the situations set out in the *Safety Act*.
- 7.06 The Employer and the Union agree to establish a Joint Work Site Health and Safety Committee.
- 7.07 The Joint Work Site Health and Safety Committee shall consist of two (2) representatives of the Employer, and two (2) employees appointed by the Union.
- 7.08 The Joint Work Site Health and Safety Committee shall be governed by the provisions of the *Safety Act*.
- 7.09 Employees shall have the right to refuse work as provided in the *Safety Act*.
- 7.10 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.
- 7.11 The Employer shall provide all employees and all new employees at the time of hire, with a copy of the *Safety Act*.

**Article 8**  
**Conflict of Interest**

- 8.01 No employee may undertake any business or employment outside the employee's regularly scheduled hours of duty, if:
- (a) there is a conflict between the duties the employee is required to perform in that business or employment and the duties the employee is required to perform for the Employer; and/or
  - (b) the employee exploits, either directly or indirectly, any confidential information the employee has acquired in the course of the employee's employment with the Employer; and/or
  - (c) the performance of the employee's duties in the outside business or employment impacts adversely on the performance of the duties the employee is required to fulfil for the Employer.
- 8.02 Upon the Employer notifying the employee in writing that the employee must cease the outside business or employment, for any of the reasons cited in Article 8.01, the employee must take immediate steps to abide by that direction. If the employee does not cease outside activities within thirty (30) calendar days, or any longer period of time as mutually agreed to between the Employer, the Union and the employee, the employee may be discharged for cause. Any disagreement arising from the application of this article may be grieved in accordance with Article 14.

**Article 9**  
**Employer Directives**

- 9.01 The Employer shall provide the Union with a copy of those Personnel Directives directly affecting employees of the Bargaining Unit. 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 directives.

**Article 10**  
**Work Slow-Down, Interruption or Stoppage**

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

**Article 11**  
**Membership Dues Deduction**

- 11.01 The Employer agrees to deduct from the wages of each employee in the unit affected by the collective agreement, whether or not the employee is a member of the Union, an amount equal to the monthly amount of the Membership Dues and to remit the amount to the Union.
- 11.02 The Union shall inform the Employer in writing of the authorized monthly Membership Dues deduction or payment in lieu thereof to be checked off for each employee in the bargaining unit, pursuant to Article 11.01. The amount so advised shall continue to be the amount so deducted until changed by further written notice to the Employer signed by an authorized representative of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.
- 11.03 Deductions shall be made monthly in the second payroll period of each month, provided the employee has received a minimum of twenty (20) hours pay in respect of that month, and Membership Dues or payments in lieu thereof shall be considered as owing in the month for which they are so deducted.
- 11.04 The amounts deducted in accordance with this Article shall be remitted to the Comptroller of the Union in the month following their deduction and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.
- 11.05 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this article except for any claim or liability arising out of an error committed by the Employer limited to the amount actually involved in the error.
- 11.06 The Employer agrees to identify annually on each employee's T4 slip the total amount of Membership Dues deducted for the preceding year.

**Article 12**  
**Union Representation**

- 12.01 The Employer acknowledges the right of the Union to appoint one (1) representative for each worksite: Town Hall, Aquatics, Arena/Parks and Public Works and in their absence, one alternate for each worksite. The Employer shall be advised by letter of the names of those so appointed before they are recognized.
- 12.02 (a) Any representative who is an employee shall first obtain the permission of the employee's immediate supervisor before leaving work to investigate a complaint or grievance raised by an employee; to meet with local management for the purpose of dealing with a complaint or grievance; and to attend meetings called by management. Such permission shall not be

unreasonably withheld. The immediate supervisor of the representative is to be advised upon the representative's return to duty.

- (b) The Employer will grant leave without loss of regular pay to Employees who are party to a grievance to attend the Arbitration Hearing.

12.03 Where operational requirements permit, the Employer shall grant time off to not more than two (2) employees who are attending meetings arranged with management on behalf of the Union. Where such meetings are held during the scheduled working hours of the employees involved, there will be no deduction from their pay for such hours.

#### Contract Negotiations Meetings

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

12.05 Where operational requirements permit, the Employer shall grant reasonable leave without pay to not more than two (2) employees at any one time to attend Executive meetings, conventions or training courses of the Union.

12.06 An accredited representative of the Union shall be permitted access to the Employer's premises upon prior approval by the Employer to attend meetings and assist in resolution of complaints and grievances. Approval shall not be unreasonably withheld.

#### Notification Agreements

12.07 (a) Where this Agreement requires notice to be given between the parties to this Agreement, such notice shall be in writing, and mailing of such notice by ordinary mail shall be deemed to be effective notice unless the Agreement specifically requires another mode of delivery or service.

- (b) Unless and until the Union is notified by the Employer of a change, notice to the Employer shall be addressed to:

Town of Hay River  
73 Woodland Drive  
Hay River, NT X0E 1G1  
Attention: Town Manager

- (c) Unless and until the Employer is notified by the Union of a change, notice to the Union shall be addressed to:

Public Service Alliance of Canada  
P.O. Box 637, 4916-49th Street  
Yellowknife, NT X1A 2N5

- 12.08 Leave of absence without pay may be granted for one (1) employee for a maximum period of one (1) year, to allow that employee to work for the Union on a full-time basis. Any request for such leave must be made in writing and must involve reasonable advance notice to the Employer. During the period of such a leave, the employee's seniority shall be retained but shall not accrue.

### **Article 13**

#### **Information for Employees and the Union**

- 13.01 The Employer agrees to provide bulletin board space for the posting of notices pertaining to Union elections, appointments, meetings, new items and social and recreational affairs. It is understood that the bulletin board space shall not be for the sole use of the Union.
- 13.02 The Employer shall provide each employee with a copy of this Agreement within sixty (60) calendar days of its signing, and the cost of publishing the Agreement shall be shared equally between the Employer and the Union.
- 13.03 The Employer shall provide to all new employees a copy of this Agreement upon commencement of employment.
- 13.04 (a) Within five (5) days of hiring a new bargaining unit employee, the Employer shall advise, in writing, the Union Representative of the classification, name, address, home phone number and Social Insurance Number of that employee.
- (b) Notwithstanding Article 13.04(a), where an employee does not authorize the Employer to provide the Union Representative with the employee's home address, home phone number and/or Social Insurance Number, the employee shall so indicate, in writing, to the Employer and the Employer shall abide by those instructions.

### **Article 14**

#### **Grievance and Arbitration**

- 14.01 (a) The Employer and the Union recognize that grievances may arise in each of the following circumstances:
- (i) By the interpretation or application of a provision of this Collective Agreement or any Employer Personnel Directive which is intended to clarify the interpretation or application of this Collective Agreement;
  - (ii) Disciplinary action resulting in demotion, suspension, or a financial penalty;
  - (iii) Dismissal or discharge;

- (iv) Letters of discipline placed on a Personnel file;
  - (b) The procedure for the final resolutions of grievances is arbitration.
  - (c) The parties to this Agreement share the desire to settle all grievances expeditiously and equitably as they arise. An employee shall be free at all times, with or without the assistance of a Union representative, to discuss and settle with the employee's supervisor, any complaint that the employee has.
- 14.02 An employee may be assisted and represented by the Union when presenting a grievance at any level.
- 14.03 An employee who wishes to present a grievance shall provide the grievance to the Employee's Department Head, any other Department Head or the Town Manager, who shall:
- (a) forward the grievance to the appropriate Employer representative; and
  - (b) provide the employee with a receipt stating the date on which the grievance was received by the Employer.
- 14.04 Except as otherwise provided in this Agreement a grievance shall be processed by recourse to the following steps:
- (a) First Level (Department Head)
  - (b) Second Level (Town Manager)
  - (c) Third Level (Arbitration)
- 14.05 The Employer shall post a notice indicating the names of all Department Heads. These notices shall be posted in places where they are most likely to come to the attention of the employees in the Bargaining Unit.
- 14.06 The Union shall have the right to consult with the Employer with respect to a grievance at each level of the grievance procedure.
- 14.07 An employee may present a grievance to the First Level of the procedure in the manner prescribed in Article 14.03 not later than the fifteenth (15th) calendar day after the date on which the employee is notified orally or in writing or on which the employee became aware of the circumstances giving rise to the grievance.
- 14.08 The Employer shall reply in writing to an employee's grievance within ten (10) calendar days at the First Level and within ten (10) calendar days at the Second Level.
- 14.09 An employee may present a grievance at each succeeding level in the grievance process beyond the First Level:

- (a) where the decision or settlement is not satisfactory to the employee, within ten (10) working days after the decision or settlement has been conveyed in writing to the employee by the Employer; or
  - (b) where the Employer has not conveyed a decision to the employee within the time prescribed in Article 14.08, within ten (10) working days after the day the reply was due.
- 14.10 Where an employee has been represented by the Union in the presentation of the employee's grievance, the Employer shall 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.
- 14.11 No employee shall be dismissed without first being given notice in writing together with the reasons for the dismissal. When the Employer dismisses an employee the grievance procedure shall apply except that the grievance shall be presented at the Second Level.
- 14.12 The Union shall have the right to initiate and present a grievance on matters relating to health and safety and on matters relating to the application or interpretation of the Agreement on behalf of one or more members of the Union to either level of the grievance procedure within the time limits specified in this Article.
- 14.13 An employee shall have the right to present a grievance on matters relating to the application or interpretation of this Agreement provided the employee first obtains the authorization of the Union prior to presenting such grievance.
- 14.14 An employee may, by written notice, withdraw a grievance provided that, where the grievance is one arising out of the application or interpretation of this Agreement, and the employee's withdrawal has the endorsement of the Union.
- 14.15 The time limits stipulated in this procedure may be extended by mutual agreement in writing between the Employer and the employee, and where appropriate, the Union representative. Grievances which are not brought forward or advanced within the time limits set out in this procedure shall be deemed abandoned.
- 14.16 No proceedings under this Article are invalid by reason of any defect of form or any technical irregularity.
- 14.17 Where an employee is required to attend a meeting with the Employer where disciplinary action is to be imposed, the employee shall be advised at least twelve (12) hours in advance of the meeting of the employee's right to have a union representative attend the meeting.
- 14.18 Where a grievance has been presented at the Second level in the grievance procedure and the grievance has not been resolved, the grievance may be referred to arbitration within thirty (30) days.

- 14.19 (a) The parties agree that arbitration referred to in Article 14.18 shall be by a single arbitrator.
- (b) If an arbitrator selected by mutual agreement of the parties 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, another name will be selected until an arbitrator is found to hear the parties within the above mentioned thirty (30) day period.
- (c) In the event that the Employer and the Union are unable to agree upon the selection of an arbitrator, the Minister of Labour of Canada shall be requested to appoint an arbitrator, and it is agreed that the arbitrator so appointed shall act as the single arbitrator.
- 14.20 (a) The arbitrator has all of the powers granted to arbitrators under the *Canada Labour Code* Part I in addition to any powers which are contained in this Agreement.
- (b) The arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it.
- (c) The award of the arbitrator shall be signed by the arbitrator and copies thereof shall be transmitted to the parties to the dispute.
- 14.21 The arbitrator shall not have the authority to alter or amend any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or to render any decision contrary to the terms and provisions of this Agreement, or to increase or decrease wages.
- 14.22 The Employer and the Union shall pay its own costs and expenses of the arbitration, and one-half of the remuneration and expenses of the arbitrator.

## **Article 15**

### **Seniority**

- 15.01 Seniority shall be established on the basis of length of unbroken service within the bargaining unit.
- 15.02 New employees hired for permanent positions within the bargaining unit shall be considered probationary employees in accordance with Article 2.01(r). During their respective probationary periods, such employees shall have no seniority rights. However, after the successful completion of the applicable probationary period, the employee's seniority shall date back to the date on which such service began.
- 15.03 Employees shall lose their seniority standing and their status as an employee under any of the following conditions:

- (a) The employee voluntarily terminates their employment;
- (b) The employee is discharged for just cause;
- (c) Except in extenuating circumstances if the employee is absent without leave for three consecutive working days or gives no reasonable grounds for not being able to report for duty upon their return to work;
- (d) Except in extenuating circumstances if the employee does not return and report for work on the day following completion of the employee's approved leave of absence, unless for reasonable grounds the employee is unable to do so and the employee notifies the Employer by telephone, telegram or facsimile as soon as is practicable;
- (e) Absence due to lay-off for a period equal to the employee's seniority if the seniority of that employee is less than twelve (12) months;
- (f) Absence due to lay-off for a period in excess of twelve (12) consecutive months if the employee's seniority is one (1) year or greater.

For purposes of subclauses (e) and (f) above, a recall of less than ten (10) consecutive working days shall not be deemed to interrupt an absence due to lay-off.

15.04 Only those employees who have achieved permanent full-time and permanent part-time employee status, are entitled to claim the rights and benefits arising out of seniority. Permanent part-time employees are eligible for these benefits on a pro-rata basis.

15.05 The Employer shall maintain a seniority list containing the following information:

- (a) Employee's Name
- (b) Date from which the employee's seniority is calculated.
- (c) Employee's current job title and level.

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. A copy of the seniority list shall be posted on all bulletin boards and sent to the Union and shall be kept up-to-date by the Employer. Any objection to the accuracy of a posted seniority list must be lodged with the Employer in writing during the fifteen days in which the list is posted. Thereafter, the posted list will be deemed to be valid and correct for all purposes.

15.06 An employee transferred or promoted to a position which is excluded from the bargaining unit shall, in the event of the employee's subsequent return to the bargaining unit, be reinstated on the seniority list as if the employee had remained in the bargaining unit.

- 15.07 When two (2) or more employees are hired by the Employer on the same calendar date and when mutual agreement cannot be reached among the Employer, the Union, and the employees in question, then seniority shall be determined by chance - i.e., by flip of the coin.

## **Article 16**

### **Appointments, Promotions and Transfers**

- 16.01 Where the Employer determines that a permanent vacancy exists in a classification to which this agreement applies, it will give present employees every reasonable opportunity to apply by posting a bulletin giving pertinent details of the position and inviting interested and qualified employees to apply for the position. The notice shall be posted on all bulletin boards for a minimum of five (5) calendar days. The Employer is not required to consider applications submitted after the posting period has expired.
- 16.02 Appointments to posted positions shall be made on the basis of qualifications, performance, ability and experience. When two (2) or more candidates satisfy the aforesaid requirements seniority shall govern.
- 16.03 The name of the successful candidate shall be provided to the Union and all unsuccessful bargaining unit candidates upon the completion of the selection process.

Unsuccessful candidates shall have five (5) working days from the date of notification to initiate a grievance on the selection at the Second Level of the grievance procedure.

#### **Trial Period**

- 16.04 Any permanent bargaining unit employee selected to fill a vacancy or a new job shall be on a trial period for twenty (20) working days. During this trial period, the employee must demonstrate that they can satisfy the requirements of the job, to the satisfaction of the Employer.

Any probationary bargaining unit employee selected to fill a vacancy or a new job shall be on a probationary period for four (4) months in the new position. During this probationary period, the employee must demonstrate that the employee can satisfy the requirements of the job, to the satisfaction of the Employer.

- 16.05 Should the employee be unable to satisfy the requirements of the job, or should the employee decide that they do not want to continue in the job at any time during the trial period, then the employee shall be returned to their former job at the wage rate the employee previously earned in the former job, plus any increments to which the employee would have otherwise been entitled had the employee not been promoted. The Employer shall have the right to require all other employees who changed job positions to move back into the job positions and salary scales (plus any applicable increments) which they occupied previously.

Pay on Promotion

- 16.06 When an employee is promoted, the employee shall receive:
- (a) the minimum rate of pay for the new group where the employee's rate of pay prior to promotion is less than the minimum rate of pay for the new group:  
or
  - (b) the rate of pay for the new group which is closest to, but not less than, the employee's rate of pay prior to promotion where the employee's rate of pay prior to promotion is more than the minimum rate of pay for that group.

Vacancies During Recruiting And Temporary Job Vacancies

- 16.07 During the selection process and for temporary job vacancies, the Employer may fill job vacancies by reassigning or transferring employees, recalling employees from lay-off, or engaging casual employees. Temporary job vacancies shall mean vacancies resulting from injury, sickness and/or illness, vacations or leaves of absence.
- 16.08 Where an employee is temporarily appointed to a position outside of the bargaining unit, the employee will not thereby forfeit their status, rights and entitlements under this Agreement.

**Article 17**  
**Classification**

- 17.01 Any new classification plan shall not be implemented except with the Union's agreement.
- 17.02 Upon written request, an employee shall be entitled to a complete and current Statement of Duties and Responsibilities of the employee's position, including the position's classification level and point rating allotted by factor, where applicable.
- 17.03 Benchmark position descriptions are set out in the Employer's Job Evaluation Manual dated August 1981, and reviewed December 1989 and May 1995.
- 17.04 When an employee occupies a position in a classification which is reclassified, resulting in its inclusion in a group having a higher maximum rate of pay, the employee shall receive:
- (a) the minimum rate of pay for the new group where the employee's present rate of pay is less than the minimum rate of pay for that group; or
  - (b) the rate of pay for the new group which is closest to, but not less than, the employee's present rate of pay where the employee's present rate of pay is more than the minimum rate of pay for that group.

- 17.05 Where an employee occupies a position in a classification which is reclassified resulting in its inclusion in a group having a lower maximum rate of pay, the employee shall be 'salary protected' and shall continue to receive all economic increases.
- 17.06 Any disagreement arising from the application of this Article may be grieved in accordance with Article 14. Prior to filing a grievance under Article 14, an employee and the Union may discuss any disagreement under this Article with the Senior Administrative Officer.

#### New Classifications

- 17.07 (a) Rates of pay for new classification, which come within the scope of this Agreement and are created during the term of this Agreement shall be negotiated with the Union. However, if a satisfactory conclusion to negotiations has not been reached within ten (10) working days of the date of notice by the Employer to the Union of the creation of said classification, any vacancy in this classification can be bulletined according to the rate of pay set out by the Employer.
- (b) In the event that said vacancy is bulletined prior to satisfactory conclusion of negotiations, the rate of pay for the classification of the position shall still be a matter of negotiation and in the event that the parties agree to a rate which differs from the rate originally proposed by the Employer, the new rate shall be retroactive to the date of appointment of any employee to the new position. If agreement cannot be reached within two (2) months of the commencement of negotiations for this purpose, either party may remit this matter to arbitration, pursuant to Article 14.

### **Article 18**

#### **Employee Performance Review and Employee Files**

- 18.01 When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. The employee shall also be given the opportunity to provide written comments to be attached to the employee's performance appraisal. A copy of the assessment form shall be provided to the employee. An employee shall be given the chance to discuss the performance appraisal with the appropriate management representative and the employee's immediate supervisor.
- 18.02 The Employer agrees not to introduce as evidence in a hearing any document from the file of an employee relating to disciplinary action, the existence of which the employee was not aware of at the time of filing or within a reasonable period thereafter.
- 18.03 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.

- 18.04 The appropriate management representative shall assess an employee's performance with the assistance of the employee's immediate supervisor and must have observed the employee's performance for at least one-half (1/2) of the period for which the employee's performance is evaluated. In the event that the appropriate management representative and the employee's immediate supervisor have not observed the employee's performance for one-half (1/2) of the period, an Employer's representative in the best position to make the evaluation shall do so.
- 18.05 Upon written request of an employee, the Employer shall make that employee's personnel file available for the employee's examination at reasonable times in the presence of an authorized representative of the Employer.

### **Article 19**

#### **Job Security, Lay-Off and Recall to Service**

- 19.01 The Employer shall take all reasonable steps to provide continued employment of a suitable nature to a permanent employee whose position has become redundant as a result of technological change, discontinuance of a function or other action initiated by the Employer.
- 19.02 (a) The Employer shall give all reasonable consideration to continued employment with the Employer of permanent employees who would otherwise become redundant because work is contracted out.
- (b) The Employer shall consult with the Union concerning its plans to contract out work that would result in the loss of employment for bargaining unit employees.
- (c) In the event that an employee's position becomes redundant through contracting out and if through the provisions of (a) and (b) hereof a new position cannot be found, the employee so displaced shall receive two (2) months notice or two (2) months pay in lieu of notice at the employee's current rate. If that employee elects to initiate the bumping process contemplated by Article 19.05, the most junior employee who is bumped shall instead be given two (2) months notice or two (2) months pay in lieu of notice at the employee's then current rate.
- 19.03 In relation to the question of "reasonableness" for the administration of Articles 19.01 and 19.02, the Employer is entitled to include in its considerations the availability of funding, the availability of job vacancies, and the qualifications and abilities of the affected employees.
- 19.04 When a lay-off of permanent employees is necessary within a given job classification, the employee in the job classification with the least seniority will be the first employee subject to lay-off.

- 19.05 (a) A permanent employee subject to lay-off under Article 19.04 or an employee who is bumped under this clause, may apply to displace a more junior remaining employee in the same or lower classification within two (2) working days of the employee's receipt of written notice of lay-off or bumping, providing the employee has the necessary qualifications, skill and ability to do the job and has greater seniority than the employee they wish to bump.
- (b) An employee may refuse to exercise the foregoing right without prejudicing their seniority rights in Article 15.03(e) and (f). Once the employee has made their choice, the employee cannot later change their mind relative to that lay-off.
- 19.06 If an employee bumps into a lower wage group, the employee shall be paid at the rate of pay in the lower group not less than the employee's existing rate of pay and not greater than the maximum rate of pay for the lower wage group.
- 19.07 Where a function is to be discontinued and a permanent employee is to be laid off, the employee shall be given two (2) weeks notice in writing, or two (2) weeks pay at the employee's regular rate of pay, in lieu of notice; plus an additional one (1) week's notice, or one (1) week's pay at the employee's regular rate of pay, in lieu of notice for each complete year of the employee's employment over two (2) years, to a maximum of eight (8) weeks.
- 19.08 Where a permanent employee has been laid off, the employee shall be placed on a lay-off list for the period specified in Article 15.03(e) and (f), and given preference for recall in any job classification for which the employee has the required qualifications, skill and ability.
- 19.09 The Employer shall recall permanent employees to a given classification in order of the seniority of the employees within that classification, provided that the employees still retain seniority pursuant to Article 15.03(e) and (f) at the time of the call-back.
- 19.10 A laid-off permanent employee who wishes to be considered for recall must ensure that the Employer is made aware of where they can be contacted if the employee is not going to be available during any seventy-two (72) hour period Monday through Friday, at the address and phone number which is on file with the Employer. Notice of recall will be made to the employee by telephone, registered mail or by direct personal contact. Employees will be given seventy-two (72) hours from the time that contact was made or the alternative notice was transmitted by the Employer, in which to acknowledge receipt of the notice and indicate acceptance of the recall. Thereafter, the Employer may offer the recall to another eligible employee. The refusal of an employee to accept recall to such employment will not result in termination of seniority and will not prejudice the employee's right to another recall.
- 19.11 Permanent employees who have accepted a recall must report on the agreed date unless they are unable to do so for reasonable grounds.

### Benefit Coverage

- 19.12 Benefit coverage for employees under the collective agreement ceases on the last day of the calendar month in which the lay-off occurs. None of the other provisions of this agreement which provide payment for time not actually at work (such as bereavement leave, sick leave, statutory holiday pay, vacations, etc.) apply to employees on lay-off.
- 19.13 Unless no laid off employee is qualified to perform the work, new employees shall not be hired until those laid off have been given the opportunity of recall.

## **Article 20** **Hours of Work**

- 20.01 Subject to Article 20.03, the normal work week for full-time administrative employees shall be thirty-seven and one-half (37½) hours, Monday to Friday inclusive and the hours of work shall be scheduled so that employees work seven and one-half (7½) hours per working day, exclusive of lunch periods.
- 20.02 Subject to Article 20.04, the normal work week for full-time operational employees shall be forty (40) hours, Monday to Friday inclusive, and the hours of work shall be scheduled so that employees work eight (8) hours per working day exclusive of lunch periods.
- 20.03 When, because of operational requirements of the Employer, hours of work are scheduled for administrative employees occupying positions on a rotating or irregular basis, they shall be scheduled so that the employees:
- (a) on a weekly basis, work an average of thirty-seven and one-half (37 ½) hours and five (5) days per week; and
  - (b) on a daily basis work seven and one-half (7 ½) hours per day.
- 20.04 When because of operational requirements of the Employer, hours of work are scheduled for operational employees occupying positions on a rotating or irregular basis, they shall be scheduled so that the employees:
- (a) on a weekly basis, work an average of forty (40) hours and five (5) days per week; and
  - (b) on a daily basis work eight (8) hours per day.
- 20.05 (a) Employees shall have a lunch period of one (1) hour duration as close to the mid-point of the work day as possible.
- (b) Employees engaged on a rotating shift work basis who are unable to leave the workplace for a meal break shall be allowed a one-half (½) hour meal period on paid time during which time they shall continue all necessary supervision of machinery and maintenance of services.

### Rest Periods

- 20.06 (a) The Employer shall provide two (2) paid rest periods of fifteen (15) minutes each, commencing on or about mid-morning and mid-afternoon or the middle of the first half and the last half of a shift.
- (b) Notwithstanding Article 20.06(a), for employees engaged on a rotating shift work basis on continuous operations, the Employer shall provide two (2) paid rest periods of fifteen (15) minutes each, commencing on or about mid-morning and mid-afternoon or the middle of the first half and the last half of a shift, during which time they shall continue all necessary supervision of machinery and maintenance of service.
- 20.07 Notwithstanding anything in this Article, an employee's scheduled hours of work shall not be construed as guaranteeing the minimum hours of work.

## **Article 21** **Overtime**

- 21.01 An employee who is authorized to work longer than the normal hours of work stipulated in Articles 20.01 and 20.02 is entitled to overtime compensation for each completed period of fifteen minutes of overtime worked by the employee at the rate of time and one-half except as provided in sub-section (a), (b) and (c).
- (a) Double time for all overtime worked in excess of four (4) consecutive hours on the normal working day.
- (b) Double time for all overtime worked in excess of eight (8) consecutive hours on the first day of rest.
- (c) Double time for all time worked on the second and subsequent days of rest.
- 21.02 The Employer shall make every reasonable effort to allocate overtime work on an equitable basis among willing employees who normally perform the work. Where the scheduling of the work is within the control of the Employer, employees who are required to work overtime shall be given reasonable advance notice. An employee may, for cause, refuse to work overtime, providing the employee places the refusal in writing.
- 21.03 Overtime work will be compensated by payment not later than the pay period following the pay period in which it was earned.
- 21.04 If an employee is required to work three (3) or more hours of overtime immediately before or following the employee's standard hours of work, and because of operational requirements the employee is not permitted to leave the employee's place of work, the employee shall be supplied a meal by the Employer.

- 21.05 Employees may accumulate up to forty (40) hours of banked time in lieu of payment of overtime. All overtime in excess of forty (40) hours banked will be paid to the employee on their next regular pay. Time off in lieu of payment of overtime shall be taken at a time mutually agreeable to the employer and the employee. Time off in lieu of overtime must be approved by the Town Manager or his designate and must be supported by the appropriate leave form. Time off in lieu of overtime payment may be taken in conjunction with annual leave.

## **Article 22**

### **Pay Administration**

- 22.01 Employees are entitled to be paid for services rendered at the straight time rate of pay specified in Appendix "B", for the classification of the position to which they are appointed.
- 22.02 Employees shall be paid on a bi-weekly basis with pay days being every second Friday. In the event that a pay-day Friday is a paid Statutory Holiday subject to Article 23.01, then the pay day will be the Thursday immediately before the Statutory Holiday.
- 22.03 Where cheques are distributed to employees at their place of work, they shall first have been placed in sealed envelopes. Employees shall have the option of having the Employer directly deposit their pay into the Employee's account.
- 22.04 (a) When an employee is authorized by the Employer in writing and in advance to perform the duties of a higher classification level on an acting basis, the employee shall be paid acting pay calculated from the date upon which the employee commenced to act as if the employee had been appointed to that higher classification level for the period in which the employee acts. The employee required to act in a higher classification shall be paid a flat rate of two dollars (\$ 2.00) per hour for all hours worked in the shift including overtime hours as an acting wage in addition to their regular wage. Overtime factors are not applied to the acting premium. Employees acting in a position not in the bargaining unit shall retain their rights to overtime entitlements.
- (b) When an employee is required by the Employer to perform the duties of a lower classification level on an acting basis, the employee's rate of pay shall not be reduced.
- 22.05 Every employee who is called out by their supervisor or the Town Manager (and not merely working extended hours) and required to work in an emergency outside the employee's regular working hours 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.

- 22.06 Where the Employer requires an employee to be available on stand-by during off-duty hours, the employee shall be entitled to a stand-by payment of one (1) hour's pay for each eight (8) hours or portion thereof on standby unless that employee is unable or unwilling to report for duty when required during that standby period.
- 22.07 An employee who is regularly scheduled to work a shift for which the majority of the hours fall outside of the 8:00 a.m. to 5:00 p.m. time period shall be paid a shift premium of two dollars (\$ 2.00) per hour for all hours worked in the shift including overtime hours. Overtime factors are not applied to the shift premium.
- 22.08 (a) If an employee reports to work at their regularly scheduled starting time, and there is insufficient work available, the employee shall be provided with a minimum of four (4) hours work or pay in lieu thereof.
- (b) If an employee is directed to report for work on a day of rest or on a designated paid holiday, and there is insufficient work available, the employee shall be provided with a minimum of four (4) hours work or pay in lieu thereof, at the appropriate overtime rate.

#### Performance Pay Increases

- 22.09 (a) An employee who holds a position for which there is a minimum and a maximum rate of pay, shall be granted a salary increment each year until the employee reaches the maximum step in the range for that position. Such salary increments are subject to the employee receiving a satisfactory performance appraisal. The performance appraisal of the employee shall be reviewed annually.
- (b) Salary increments granted to an employee each year shall be effective on the employee's anniversary date of their current appointment, until the maximum in the range of rates has been reached.
- (c) When the Employer elects to withhold a salary increment, it shall advise the employee in writing prior to the due date of implementation and the employee shall have the right to grieve the withholding of the salary increment.
- 22.10 When an employee is on a leave of absence without pay, the employee is not entitled to any pay, allowances or benefits.

### **Article 23**

#### **Paid Statutory Holidays**

- 23.01 Subject to Article 23.02, the following days shall be Designated Paid Holidays:
- (a) New Year's Day;
- (b) Good Friday;

- (c) Easter Monday;
- (d) The day fixed by the Governor-General for observance of the birthday of the reigning sovereign;
- (e) National Aboriginal Day;
- (f) Canada Day;
- (g) The first Monday in August;
- (h) Labour Day;
- (i) Thanksgiving Day;
- (j) Remembrance Day;
- (k) Christmas Day;
- (l) Boxing Day;
- (m) Any day declared a civic holiday by the Town Council, subject to the declaration being subsequently cancelled.

23.02 Article 23.01 does not apply to an employee who is absent without approved leave on either the employee's working day immediately preceding or the employee's working day following the Designated Paid Holiday.

Holidays Falling on a Day of Rest

23.03 When a Designated Paid Holiday under Article 23.01 coincides with an employee's day of rest, the Designated Paid Holiday shall be moved to the employee's first working day following the employee's day of rest.

23.04 When a Designated Paid Holiday for an employee is moved to another day under the provisions of Article 23.03:

- (a) Work performed by an employee on the day from which the Designated Paid Holiday was moved, shall be considered as work performed on a day of rest; and
- (b) Work performed by an employee on the day to which the Designated Paid Holiday was moved, shall be considered as work performed on a Designated Paid Holiday.

23.05 When an employee works on a Designated Paid Holiday, the employee shall be paid one and a half times (1½) their straight time rate of pay for all hours worked, plus pay for the Designated Paid Holiday.

Holiday Coinciding with Day of Paid Leave

- 23.06 Where a Designated Paid Holiday for an employee falls within a period of leave with pay, the Designated Paid Holiday shall not count as a day of leave.
- 23.07 When a Designated Paid Holiday occurs on a Saturday or a Sunday, the Designated Paid Holiday shall be observed on a working day continuous with the weekend. Such day to be mutually agreed upon by the Employer and the Union.

**Article 24**  
**Vacations**

Accumulation of Vacation Leave

- 24.01 (a) For each calendar month in which a permanent employee receives at least ten (10) days' pay the employee shall earn vacation leave at the following rates:
- (i) One and one-quarter ( $1\frac{1}{4}$ ) days per calendar month, if the employee has completed less than five (5) years of continuous employment (15 days).
  - (ii) One and two-thirds ( $1\frac{2}{3}$ ) days per calendar month upon completion of five (5) years and less than ten (10) years of continuous employment (20 days).
  - (iii) Two and one-twelfth ( $2\frac{1}{12}$ ) days per calendar month upon completion of ten (10) years and less than fifteen (15) years of continuous employment (25 days).
  - (iv) Two and one-half ( $2\frac{1}{2}$ ) days per calendar month upon completion of fifteen (15) years of continuous employment (30 days).
- (b) By January 31st of each year, each employee's vacation record shall be credited with the anticipated annual vacation credits to be earned in that year. As an employee utilizes their vacation leave entitlement, it shall be deducted from the employee's vacation credits.
- (c) By February 1st of each year, the Employer will post a vacation planner schedule and during the month of February it is the responsibility of each employee to indicate on the planner their preferences for scheduled vacation time, for the period through mid-March of the following year. The vacation planner shall be left posted until the last day of February.
- (d) Subject to the provisions of this Article 24, the Employer will then have regard for the preferences indicated by the employees in approving annual vacation schedules. The Employer will post the confirmed vacation schedules by mid-March.

- 24.02 Permanent employees shall not receive vacation leave with pay prior to four (4) months of employment. Vacation leave entitlements will be based on the employee's personal anniversary date, and on the entitlement earned up to the time of the vacation leave applied for.
- 24.03 Subject to operational requirements, the Employer shall make every effort to grant vacation leave of up to three (3) consecutive weeks to permanent employees in accordance with the dates submitted by them to the Town Manager or their designate by no later than March 31st of the year in question. In addition, the employee may be granted up to forty (40) hours of accumulated time banked in lieu of payment of overtime consecutive with vacation leave. Where two or more employees apply for the same vacation leave and the Employer's operational requirements permit approval of only one such leave during the period in question, the leave shall be granted to the more senior employee.
- 24.04 A permanent employee shall receive the vacation leave to which the employee is entitled as leave at the straight-time rate of pay for the position to which the employee is permanently appointed. However, an employee acting in a higher level position shall receive vacation leave with pay at the acting rate provided the employee resumes the duties on an acting basis following the period of vacation leave.
- 24.05 Where the Employer has proposed to change, reduce or deny the vacation leave requested by the employee, the Employer shall provide the employee with the reasons, in writing, for such change, reduction or denial of vacation leave.
- 24.06 Where, in respect of any period of vacation leave, an employee:
- (a) is granted special leave, when there is a death in the employee's immediate family, as described in Article 26.01;
  - (b) is granted special leave with pay because of illness in the family as described in Article 26.02(a)(i);
  - (c) is granted sick leave on production of a medical certificate;

the period of vacation leave so displaced shall either be added to vacation period, if requested by the employee and approved by the Employer, or reinstated for use at a later date.

Carry-over Provision

- 24.07 An employee is only permitted to carry-over the vacation leave credits which the employee has earned in that vacation year to the following vacation year, except where the Employer has not granted the vacation leave requested by the employee. Annual leave credits which have been carried over and which exceed one (1) year entitlement will be liquidated in cash at the end of that subsequent vacation year.

Recall from Vacation Leave

24.08 The Employer shall make every reasonable effort not to recall an employee to duty after the employee has proceeded on vacation leave. However, when during any period of vacation leave, an employee is recalled to duty, the employee shall be reimbursed for reasonable expenses, as normally defined by the Employer, that the employee incurs:

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

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

24.09 The employee shall not be considered as being on vacation leave during any period in respect of which the employee is entitled under Article 24.08 to be reimbursed for reasonable expenses incurred by the employee.

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

24.11 (a) Casual and Term employees shall receive vacation pay at a rate of five (5%) percent of their gross earnings each pay period.

(b) Probationary employees shall not be entitled to proceed on vacation during their period of probation, but during their period of probation shall accumulate vacation credits at the same rate as non-probationary employees.

24.12 Subject to Article 24.01, an employee shall not accrue vacation leave credits during an unpaid leave of absence.

24.13 Where a permanent or probationary employee dies or otherwise terminates their employment after a period of continuous employment the employee or the employee's estate shall, in lieu of earned but unused vacation leave, be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave by the daily rate of pay applicable to the employee's permanent position immediately prior to the termination of the employee's employment.

The Employer shall grant the employee any vacation leave earned but not used by the employee 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.

Vacation Travel Time

- 24.14 Each permanent employee shall receive two (2) days leave with pay once each vacation year for the purpose of travel when taking their annual vacation, provided the employee liquidates at least five (5) days of vacation leave. These travel days are not to be accumulated from year to year unless the employee is prohibited, by the Employer, from taking their vacation in any fiscal year.

**Article 25**  
**Sick Leave**

- 25.01 The principle of sick leave is to provide financial support when a regular employee is unable to earn their wages due to injury, sickness and/or illness. Sick leave shall not be considered or used as time off for any reason other than injury, sickness and/or illness.
- 25.02 Employees shall earn sick leave credits at the rate of one and one-quarter (1¼) days per month in which the employee has received pay for at least ten (10) days.
- 25.03 Sick leave earned pursuant to Article 25.02 and not used by an employee shall be accumulated from year to year, to a maximum of one hundred and twenty (120) days.
- 25.04 Sick leave payments or credits shall not be given to employees during leaves of absence, lay-offs, disciplinary suspensions, days on which the employee is otherwise paid by the Employer, maternity or child care leave, or during strikes or lockouts.
- 25.05 Casual employees are not eligible for sick leave pay or sick leave credits.

Employee to Inform Employer

- 25.06 The employee shall inform the Town Manager or their designate as soon as possible of the employee's inability to report to work because of injury, illness and/or sickness and advise of the precise injury, illness and/or sickness necessitating the employee's absence.
- 25.07 (a) Unless otherwise informed by the Employer, a statement signed by an employee, describing the nature of the employee's injury, sickness and/or illness which resulted in the employee being unable to perform their duties, shall be considered as meeting the Employer's requirements, provided that the period of the absence does not exceed three (3) days.

- (b) An employee must provide a medical certificate in the following situations:
    - (i) If the employee has been absent from work for reasons of injury, sickness and/or illness for more than three (3) consecutive days;
    - (ii) If the employee has been absent from work for reasons of injury, sickness and/or illness for a total of more than seven (7) days without a medical certificate during any twelve (12) month period, in which case all subsequent absences must be supported by a medical certificate;
    - (iii) If after two (2) years an employee that has been required to provide a medical certificate pursuant to Article 25.07(b)(ii) that has taken less than seven (7) days without a medical certificate in each of the previous two (2) years, the employee may request the Employer to waive this requirement.
  - (c) Failure to furnish a medical certificate upon request may void the employee's claim for benefits and may, in addition, result in disciplinary penalties.
- 25.08 Sick leave payments or credits shall be given to employees during annual vacation leave only if the employee submits a medical certificate from a qualified medical practitioner certifying that such employee is unable to carry out their duties due to injury, sickness and/or illness, and the actual dates during which the employee was injured, sick and/or ill. Such certificate must be submitted to the Employer within three (3) days of the employee's return to work from the employee's vacation.
- 25.09 (a) In a case where a permanent employee has insufficient or no sick leave credit to cover the granting of sick leave with pay, at the discretion of the Employer, the employee may be granted sick leave credits in advance to a maximum of fifteen (15) days, which shall be charged against future credits earned.
- (b) In the event that an employee is granted advance sick leave credits and then the employee's employment is terminated for any reason before the employee earns and pays back their sick leave advance, or any portion of it, then the outstanding amount of the advanced sick leave represents a debt owing by the employee to the Employer. The Employer is entitled to deduct the debt from any monies owing to the employee at the time of the termination of employment.
- (c) Sick leave advances will not be granted to probationary employees.
- 25.10 In circumstances where an employee is entitled to receive benefits from any other source as a result of their injury, sickness and/or illness, the employee is entitled to draw on their accrued sick leave benefits only to the extent required to ensure that

the total amount of the benefit received from all sources equals the employee's normal earnings.

- 25.11 Employees who are eligible to apply for Short Term Disability or Long-Term Disability shall apply for such benefits as soon as they are eligible.

## **Article 26** **Other Leave**

### Bereavement Leave

- 26.01 In the case of bereavement in the immediate family, an employee who is either actively employed or on paid vacation shall be entitled to special leave at their regular rate of pay for the employee's normal hours of work, for six (6) working days, following the day of the death. Such days of bereavement leave need not be either consecutive or in the same week to facilitate funerals that are delayed.

If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits. This clause shall exclude casual employees. However, such employees who suffer bereavement will qualify for general leave under Article 26.05 of this Agreement.

### Paid Personal Leaves of Absence

- 26.02 (a) A permanent employee, while actively employed by the Employer and not on annual vacation, sick leave, or other approved leaves of absence including maternity leave, shall, for the reasons listed below, be granted up to eight (8) cumulative paid days for personal leaves of absence during each year of this Agreement:
- (i) Serious domestic emergencies, such as the illness of a family member (spouse, child or parent of employee who resides with the employee) or a requirement to accompany a family member to a medical or dental appointment;
  - (ii) moving household effects and furniture;

The employee will endeavour to provide the Employer with as much advance notice as possible.

### Leave for Birth or Adoption of a Child

- (b) An employee shall be granted special leave with pay to a maximum of three (3) working days on the occasion of the birth or adoption of a child. These days do not need to be taken consecutively.

### Marriage Leave

- (c) After the completion of one year's continuous employment, a permanent employee who gives the Employer at least twenty (20) days' notice, shall be granted special leave with pay for a period of up to five (5) days for the purpose of getting married.

### Leave for Court Appearances

- 26.03 (a) The Employer shall grant paid leave to employees other than employees on leave without pay who serve as jurors or witnesses in a court action, provided such court action is not occasioned by the employee's private affairs.
- (b) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay.
- (c) An employee in receipt of their regular earnings while serving at court shall remit to the Employer all monies paid to the employee by the court, except travelling and meal allowances not reimbursed by the Employer.
- (d) Time spent at court by an employee in their official capacity shall be at the employee's regular rate of pay.

### Elections

- 26.04 Any employee eligible to vote in a Federal or Territorial election or a referendum shall have four (4) consecutive clear hours during the hours in which the polls are open in which to cast their ballot. Any employee eligible to vote in a Municipal election or referendum shall be granted sufficient time off from work in which to cast their ballot.

### General Leave

- 26.05 (a) Notwithstanding any other provision for leave in this Agreement, the Employer may grant leave of absence without pay to any employee requesting such leave for an emergency or unusual situation. Such request is to be in writing and approved by the Employer. Approval shall not be withheld unjustly. Upon request, the Employer will provide reasons for withholding approval.
- (b) Employees shall be granted up to two (2) hours of leave with pay, to attend to an appointment during working hours with a doctor, dentist, or school. Leave will granted only for the actual length of the appointment.
- (c) Employees shall be granted up to four (4) hours of leave with pay per calendar year to attend to an appointment during working hours with a lawyer or bank official. Leave will be granted only for the actual length of the appointment, and only if the employee provides the Employer with 24 hours advance notice of the appointment.

Maternity Leave/ Adoption Leave

- 26.06 (a) Every employee who has completed six (6) months of continuous service with the Employer is entitled to pregnancy leave without pay up to seventeen (17) weeks, provided the employee provides the Employer with a certificate of a qualified medical practitioner certifying that the employee is pregnant. Pregnancy leave can commence not earlier than eleven (11) weeks prior to the estimated termination date of pregnancy and end not later than seventeen (17) weeks following the actual termination date of pregnancy.
- (b) Every employee who has completed six (6) months of continuous service with the Employer is entitled to parental leave without pay of thirty-seven (37) consecutive weeks where the employee will be remaining at home to care for a new born child of the employee or a child the employee has recently adopted.
- (c) Parental leave must be taken within one (1) year of the date of the birth of the employee's child or the date on which the child arrives at the employee's home. Where an employee is taking both pregnancy and parental leave, the employee must commence parental leave immediately on the expiration of pregnancy leave, and the total amount of pregnancy and parental leave cannot exceed fifty-two (52) weeks.
- (d) An employee who intends to take leave without pay under paragraphs (1) or (2) shall provide the Employer with at least four (4) weeks notice in writing unless there is a valid reason why such notice cannot be given, and inform the Employer of the length of the leave intended to be taken.
- (e) With the consent of the Employer, an employee may return to work prior to the completion of pregnancy or parental leave.
- (f) A pregnant employee who is unable to perform an essential element of the employee's job, and for whom no appropriate alternative job is available may be required by the Employer to take a leave of absence without pay from employment for such time as the employee is unable to perform that essential element. The burden of proving that the employee is unable to perform an essential element of the job rests with the Employer.
- (g) When a pregnant employee produces a statement from the employee's physician that the employees' working condition may be detrimental to the employee's health or that of the foetus, the Employer will either: change those conditions; temporarily transfer the employee to another position with equal pay; or allow the employee to take a leave of absence without pay for the duration of the pregnancy.
- (h) An employee who takes parental leave and/or pregnancy leave without pay is entitled to be reinstated in the position that the employee occupied when the leave commenced. Where for any valid reason the Employer cannot

reinstate an employee into the same position, the employer shall reinstate the employee into a comparable position with the same wages and benefits.

- (i) An employee who takes parental and/or pregnancy leave shall continue to accrue seniority during the period of the leave. Any period of leave shall be considered for pay increment purposes.
- (j) An employee who takes parental and/or pregnancy leave shall continue to be entitled to health and disability benefits, provided that, for the period of the leave, the employee continues to pay the employee's portion of benefits for the period of leave.

#### Educational Leave

- 26.07 (a) Educational leave may be granted to permanent employees to attend courses relevant to their job requirements, to a maximum of five (5) days per year, upon written application by the employees to the Town Manager, if the Town Manager so recommends.

The employee entitled to Educational Leave will be paid at the employee's normal regular daily rate of pay, exclusive of overtime for each day attending approved courses.

- (b) In the event that a longer period of leave is deemed desirable by the Town Manager, additional leave may be granted at the discretion of the Town Council with full or partial financial assistance at the discretion of the Town Council.
- (c) Where an employee receives such leave with full or partial financial assistance, the employee shall be granted such leave and assistance on the understanding that, upon conclusion of the employee's leave, the employee will continue in the employment of the Employer for at least six (6) months, or the employee shall reimburse the Employer in the full amount of any financial assistance and/or wages received while on such leave.

#### Injury-on-duty Leave

- 26.08 A permanent employee shall be granted injury-on-duty leave with pay for such reasonable periods as may be determined by the Employer, where it is determined by the Workers' Compensation Board that the employee is unable to perform their duties because of:

- (a) personal injury accidentally received in the performance of the employee's duties and not caused by the employee's wilful misconduct; or
- (b) sickness resulting from the nature of the employee's employment;

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

Compassionate Care Leave

- 26.09 The Employer shall grant an employee up to eight (8) weeks of compassionate care leave without pay to allow for the employee to provide care for a critically ill member of the employee's immediate family, in accordance with the provisions of the Northwest Territories *Employment Standards Act*.

**Article 27**  
**Benefit Plans**

- 27.01 All permanent employees shall participate in the Group Life, Accidental Death and Dismemberment and Long Term Disability Insurance Plans as arranged for by the Town of Hay River.
- 27.02 It is understood and agreed that the continued provision of the benefits contained in this Article are subject to the continued willingness of an insurance carrier to provide coverage.

The Employer's obligation is to provide the plans specified in this article. Each benefit plan provider is responsible for making the all determinations under each plan, including determinations with respect to eligibility and entitlements to benefits.

- 27.03 It is mutually understood that from time to time modifications to the benefits outlined in this Article may occur. The Employer agrees that any substantial modifications will only be made with consent of the Union.

Continuation of Benefit Plans

- 27.04 (a) During the term of this agreement, the Employer agrees to continue to provide the permanent employees with coverage for the benefits which existed at the time that this collective agreement came into effect, under the Dental Plan, the Pension Plan, the Extended Health Benefits, the Group Life Plan, and the LTD Plan.
- (b) During the term of this agreement, the Employer may increase these benefit levels under these plans, but cannot reduce the benefit levels.

Employer and Employee Contributions to Benefit Plan Premiums

- 27.05 (a) During the term of this agreement, the Employer and the permanent employees will continue to share the costs of the premium contributions for the maintenance of the following benefit plans:
- (i) Life Insurance;

- (ii) Accidental Death and Dismemberment;
  - (iii) Dependant Life Insurance
- (b) During the term of this Agreement, the permanent employees will continue to pay the total cost of premium contributions for the maintenance of the following benefit plans:
- (i) Long Term Disability
  - (ii) Weekly Indemnity (Short Term Disability)
- (c) During the term of this Agreement, the employer and the permanent employees will continue to share the cost of premium contributions equally for the maintenance of the following plans:
- (i) Extended Health Care
  - (ii) Dental Care
  - (iii) Pension Plan

27.06 The Employer shall provide to employees, upon request, the most current information available to the Employer from the benefit plan provider(s).

## **Article 28**

### **Technological Change**

- 28.01 The parties recognize the mutual benefits and overall advantages of technological change. Therefore, the parties will encourage appropriate technological change and improvements.
- 28.02 In the event that the Employer proposes to introduce technological changes which would significantly change the employment status of the employees, the Employer will provide not less than one hundred and twenty (120) days notice to the Union and the employees of such changes. At the request of the employees or the Union, the Employer will discuss the proposed changes with the objective of attempting to resolve the employment related problems and to minimize any negative effects of the changes.
- 28.03 In the event that the Employer introduces a technological change which requires affected employees to use new skills in the performance of their duties, then the Employer will provide the necessary training. (Example: clerical and secretarial employees who are required to use computer terminals will be provided with the necessary training in the use of the terminals, the computer programmes involved, and changes thereto.)

## **Article 29** **Allowances**

### Housing Allowance

- 29.01 All permanent and term employees shall receive a monthly housing allowance of four hundred and fifty dollars (\$450.00) for each calendar month for which the employee earns pay for at least ten (10) days.

### Safety Boots

- 29.02 (a) An annual allowance of one hundred and fifty dollars (\$150.00) will be provided once per year to those permanent and term employees who the Employer, the Workers Compensation Board or the *Safety Act* deem to require safety footwear. This allowance shall be paid once per year.
- (b) When a newly hired permanent or term employee is required to have safety boots, the employee will be reimbursed an allowance of one hundred and fifty dollars (\$150.00) upon successful completion of the employee's probationary period.

### Pool Allowance

- 29.03 An annual allowance of up to one hundred (\$100.00) dollars will be provided upon provision of receipts to permanent pool staff employees for the purchase of swimwear. Permanent part time pool staff shall, upon completion of their probationary period, be provided with an annual allowance of up to fifty (\$50.00) dollars, upon provision of receipts, for the purchase of swimwear.

## **Article 30** **Labour-Management Relations Committee**

- 30.01 The parties recognize that a forum for ongoing discussions during the term of the Agreement can promote more harmonious labour relations between them.
- 30.02 A Labour-Management Relations Committee shall be appointed consisting of two (2) employee representatives and two (2) management representatives. An employee and a management representative shall be designated as co-chairmen for each meeting. The committee shall meet on request of either party and at least four (4) times per year. Minutes of the committee meetings shall be kept.
- 30.03 Time spent by the employee representatives in attending the committee meetings shall be considered to be time worked.
- 30.04 The committee members can discuss any topics of mutual interest and concern which are related to their employment relationships, but the discussions do not constitute negotiations for the purpose of amending the collective agreement, and the committee meetings cannot deal with the adjustment of grievances.

- 30.05 In relation to the adjustment of contractual relationships, the committee is empowered only to make recommendations to the Employer and to the Union.
- 30.06 At the request of a committee member, a member of the Town Council or a non-employee representative of the Union may be invited to attend a meeting of the committee.
- 30.07 Minutes of each meeting of the committee shall be prepared and signed by the co-chairs as promptly as possible after each meeting. A copy of the minutes will be posted on the bulletin boards and a copy will be sent to the Union by the employee representatives.

### **Article 31** **Security**

#### Future Legislation

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

#### Conflict of Provisions

- 31.02 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 32** **Employee Entitlements**

#### Casual Employees

- 32.01 (a) Casual employees shall be entitled to the following benefits:

<u>ARTICLE/SUBJECT</u>	<u>ENTITLEMENT</u>
Article 15.04 Seniority	No
Article 19 Job Security, Lay-off and Recall	No
Article 21.01 Overtime	In accordance with Article 21.01 and 2.01(p)
Article 22.07 Shift Premium	Yes

Article 22.09	Performance Pay	Yes, after accumulating the required equivalent hours
Article 23	Statutory Holidays	Yes, per NWT <i>Labour Standards Act</i>
Article 24	Annual Vacations	Paid per Article 24.11(a)
Article 25	Sick Leave	No
Article 26	Other Leave	No, but digble under Article 26.05
Article 27	Benefit Plans	No
Article 29.01	Housing Allowance	No

- (b) Notwithstanding Article 2.01(h), in exceptional or unusual circumstances, a casual employee's term of employment may be extended beyond four (4) months by mutual consent of the Employer and the Union.
- (c) Where the Employer anticipates the period of employment to be in excess of four (4) months, the employee shall be hired on a term basis.
- (d) Where a casual employee's term of employment is extended beyond four (4) months without the mutual consent of the Union as required in Article 32.01(b), the employee shall become a term employee effective the day after the employee has been employed for four (4) months. The term of the employee shall be one (1) year from the date that the employee commenced employment as a casual employee.

Term Employees

- 32.02 (a) Term employees who have completed their probationary period shall be entitled to the following benefits:

<u>ARTICLE/SUBJECT</u>	<u>ENTITLEMENT</u>
Article 15.04 Seniority	No
Article 19 Job Security, Lay-off and Recall	No
Article 21.01 Overtime	In accordance with Article 21.01 and 2.01(p)
Article 22.07 Shift Premium	Yes
Article 22.09 Performance Pay	Yes, after accumulating the required equivalent annual hours.
Article 23 Statutory Holidays	Yes

Article 24	Annual Vacations	Paid per Article 24.11(a)
Article 25	Sick Leave	Yes
Article 26	Other Leave	No, except for Articles 26.01, 26.03, 26.04 and 26.05
Article 27	Benefit Plans	No
Article 29.01	Housing Allowance	Yes

- (b) Notwithstanding any other provision of this agreement, term employees who are appointed for a term of longer than one (1) year, or who by reason of extension of term, are employed for longer than one (1) year shall be entitled to all the benefits of this agreement as if the employee was a permanent employee, commencing the date that the employee was continuously employed for a period of one (1) year.

Permanent Full-Time Employees

- 32.03 Permanent full-time employees who have completed their probationary period shall be entitled to all the benefits of the Agreement.

Permanent Part-Time Employees

- 32.04 Permanent part-time employees who have completed their probationary period shall be entitled to the following benefits:

<u>ARTICLE/SUBJECT</u>	<u>ENTITLEMENT</u>
Article 15.04 Seniority	Yes
Article 19 Job Security, Lay-off and Recall	Yes
Article 21.01 Overtime	In accordance with Article 21.01 and 2.01(p)
Article 22.07 Shift Premium	Yes
Article 22.09 Performance Pay	Yes, Increments after accumulating the required equivalent annual hours.
Article 23 Statutory Holidays	Yes, with pay on a pro rata basis
Article 24 Annual Vacations	Yes, with pay on a pro rata basis
Article 25 Sick Leave	Yes, on a pro rata basis

Article 26	Other Leave	Yes, on a pro rata basis
Article 27	Benefit Plans	Yes
Article 29.01	Housing Allowance	Yes, on a pro rata basis

Probationary Employees

32.05 Probationary employees shall be entitled to the following benefits:

<u>ARTICLE/SUBJECT</u>	<u>ENTITLEMENT</u>
Article 15.04 Seniority	No
Article 19 Job Security, Lay-off and Recall	No
Article 21.01 Overtime	In accordance with Article 21.01 and 2.01(p)
Article 22.07 Shift Premium	Yes
Article 22.09 Performance Pay	No
Article 23 Statutory Holidays	Yes
Article 24 Annual Vacations	Paid per Article 24.11(b)
Article 25 Sick Leave	Yes
Article 26 Other Leave	No, except for Articles 26.01, 26.03, 26.04 and 26.05
Article 27 Benefit Plans	No
Article 29.01 Housing Allowance	Yes

**Article 33**  
**Safety Equipment and Uniforms**

33.01 Where the conditions of employment require the use of safety equipment listed below, the Employer shall make the following equipment available to employees for their use while working under conditions which necessitate its use, at no cost to employees:

- (a) welding apron;
- (b) welding goggles;
- (c) welding gloves;

- (d) dust protection mask for shop and street sweeper;
- (e) eye protection mask for bench grinder;
- (f) rubber apron for work with chemicals;
- (g) gas mask and canisters for arena, pool and sewer and water main maintenance operations;
- (h) insulated gloves for steam use, pumphouse and sewer and water division;
- (i) ear protectors for noise;
- (j) safety glasses;
- (k) hard hats;
- (l) coveralls, one pair insulated winter to employees that require them, and one pair summer per year;
- (m) work gloves- except in extenuating circumstances, each employee shall be provided with no more than two (2) pairs of gloves per year.

33.02 The employees are responsible for the proper use and care of equipment provided to them.

33.03 The Employer shall provide the Bylaw Officer with the following uniform clothing items annually:

- 2 pairs of pants
- 2 pairs of long sleeve shirts
- 2 pairs of short sleeve shirts.

The Employer shall provide the Bylaw Officer with suitable winter clothing every two years.

The Bylaw Officer is entitled to the allowance under Article 29.02.

The Bylaw Officer uniform clothing will be chosen in consultation with the Bylaw Officer.

The Employer shall replace the uniform clothing when damaged or worn upon presentation by the Bylaw Officer.

### **Article 34** **Duty Travel**

34.01 An employee who is required to travel on Employer business will be reimbursed for reasonable expenses incurred as follows:

- (a) Accommodations - the full amount of the facility if it is approved in advance by the Employer or, if in all the circumstances, the rate is reasonable. Presentation of valid receipts is required. Where employees make arrangements for private accommodation, the employee will be paid seventy-five dollars (\$75.00) for each night.
- (b) Travel expenses - the full amount;
  - (i) if travel is by scheduled air-craft and time permits, at the excursion rate, otherwise at the full economy rate;
  - (ii) if travel is by charter aircraft, at the Employers request, the actual amount of the charter cost;
  - (iii) expenses claimed under (i) and (ii) hereof must be validated by appropriate documentation.
- (c) A meal and miscellaneous allowance of eighty-five dollars and ninety cents (\$85.90) per day, pro-rated. No receipts shall be required.
- (d) Reasonable taxi charges, upon presentation of valid receipts.

34.02 The Employer shall make all arrangements for duty travel and accommodations.

34.03 Employees who are required by the Employer to travel on employer business outside of their regularly scheduled hours of work shall be paid for all hours spent travelling at their regular rate of pay.

### **Article 35** **Civil Liability**

35.01 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 referred hereinbefore, being commenced against him/her shall advise the Employer of any such notification or legal process;
- (b) The Employer shall pay any damages or costs awarded against any such employee in any such action or proceedings and all legal fees;
- (c) The Employer shall pay any sum required to be paid by such employee in connection with the settlement of any claim made against such employee if such settlement is approved by the Employer 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 Employer in accordance with paragraph (a) above, the Employer and the employee shall forthwith meet and the Employer shall appoint counsel. The Employer accepts full responsibility for the conduct of the action and the employee agrees to co-operate fully with appointed counsel.

### **Article 36**

#### **Apprentices**

- 36.01 Employees initially engaged as Apprentices shall be entitled, subject to the *Apprenticeship, Trades and Occupations Certification Act* and pursuant regulations, to the benefits, terms and conditions of this Agreement, except seniority and pay. Apprentice's rates of pay shall be calculated using the formula utilized by the Government of the Northwest Territories to pay its Apprentices.
- 36.02 Where an Apprentice fails after two attempts to successfully complete a trades training course, a recommendation may be made to the Supervisor of Apprenticeship, Trades and Occupations Certification to cancel the employee's contract and the Apprentice may be terminated.
- 36.03 Apprentices successfully completing their Apprenticeship will be given preference in hiring on job vacancies. Where an Apprentice, after completing their Apprenticeship, is hired directly into a job vacancy, all time spent as an Apprentice shall count towards continuous employment with the Employer.

### **Article 37**

#### **Social Justice Fund**

- 37.01 The Employer shall contribute one cent (1¢) per hour worked to the PSAC Social Justice Fund and such contribution will be made for all hours worked by each employee in the bargaining unit. Contributions to the Fund will be made quarterly, in the middle of the month immediately following completion of each fiscal quarter year, and such contributions remitted to the PSAC National Office. Contributions to the Fund are to be utilized strictly for the purposes specified in the Letters Patent of the PSAC Social Justice Fund.

### **Article 38**

#### **Term and Duration of Agreement**

- 38.01 The term of this Agreement shall be from January 1, 2008 to December 31, 2010. All provisions of this Agreement shall take effect on the date of ratification, unless otherwise provided.
- 38.02 Notwithstanding Article 38.01, the provisions of this Agreement, including the provisions for the adjustment of disputes in Article 14, shall remain in effect during the negotiations for its renewal, and until either a new collective agreement becomes

effective, or until the provisions of Section 89(1) of the *Canada Labour Code* have been met.

38.03 Either party to this Agreement may, within the period of four (4) months immediately preceding the date of expiration of the term of this Agreement, by written notice, require the other party to this Agreement to commence collective bargaining with a view to the conclusion, renewal or revision of this Agreement in accordance with Section 49(1) of the *Canada Labour Code*.

38.04 Where notice to bargain collectively has been given under Article 38.03, the Employer shall not alter the rates of pay or any term or condition of employment or any right or privilege of the employees, or any right or privilege of the Union until a renewal or revision of this Agreement has been concluded, or until the provisions of Section 89(1) of the *Canada Labour Code* have been met, unless the Union consents to the alteration of such a term or condition, or such a right or privilege.

Signed at Hay River, Northwest Territories this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

**on behalf of the  
Town of Hay River**

**on behalf of the  
Public Service Alliance of Canada**

\_\_\_\_\_  
Terry Molenkamp  
Senior Administrative Officer

\_\_\_\_\_  
Jean-François Des Lauriers  
Regional Executive Vice-President – North

\_\_\_\_\_  
Glenn Tait  
Negotiator

\_\_\_\_\_  
Dave Seaman  
Committee Member

\_\_\_\_\_  
Rachel Yee  
Committee Member

\_\_\_\_\_  
Marija Babic  
Regional Representative

**Appendix "A"**  
**Rate of Pay Schedules and Position Titles**

**ADMINISTRATION: JOB POSITION TITLES AND PAY RATE GROUPS**

PAY RATE GROUPS:	POSITION TITLES WITHIN THE GROUPS:
1	None
2	Customer Service Clerk Administrative Review Clerk
3	Payables Clerk Development Officer Building Inspector Revenue Clerk
4	Bylaw Officer Lands Clerk
5	Manager, Administration

**OPERATIONS: JOB POSITION TITLES AND PAY RATE GROUPS**

PAY RATE GROUPS:	POSITION TITLES WITHIN THE GROUPS:
1	Labourer Semi-skilled Labourer Equipment Operator (Water & Sewer Trainee)
2	Facility Maintainer I (Light Equipment Operator) Facility Maintainer II Sewer/Water Maintainer I Senior Guard/Instructor
3	Equipment Operator
4	Carpenter Aquatics Director Water/Sewer Maintenance Mechanic Lead Hand
5	General Foreman

## Appendix "B" Rates of Pay

It is agreed that Rates of Pay are established in accordance with the following:

<b>Town of Hay River Union Salary Pay Grid</b>							
<b>PayGrid Effective December 8, 2008</b>				*Annual and Bi-Weekly rates of pay are for information only*			
<i>Chg (1- 5)</i>		3.00%					
<b>Administration Employees</b>							
<b>Annual Rates</b>							
GROUP	STEP 1	STEP 2	STEP 3	STEP4	STEP5	STEP 6	STEP 7
5	64,098	67,234	70,192	73,419	76,827	80,411	84,534
4	49,040	51,727	54,325	56,929	59,527	62,125	64,724
3	44,558	46,888	49,220	51,547	53,879	56,209	58,539
2	38,462	40,437	42,407	44,379	46,351	48,503	50,297
1	36,134	38,013	39,899	41,688	43,481	45,366	47,246
<b>BiWeekly Rates</b>							
5	2,456.99	2,577.20	2,690.59	2,814.28	2,944.92	3,082.30	3,240.34
4	1,879.79	1,982.79	2,082.38	2,182.19	2,281.78	2,381.36	2,480.99
3	1,707.99	1,797.30	1,886.69	1,975.89	2,065.28	2,154.59	2,243.91
2	1,474.32	1,550.02	1,625.54	1,701.13	1,776.72	1,859.21	1,927.97
1	1,385.08	1,457.11	1,529.40	1,597.98	1,666.70	1,738.96	1,811.02
<b>Operational Employees</b>							
<b>Annual Rates</b>							
GROUP	STEP 1	STEP 2	STEP 3	STEP4	STEP5	STEP 6	STEP 7
5	68,371	71,716	74,871	78,314	81,949	85,772	90,170
4	52,309	55,175	57,947	60,724	63,495	66,267	69,039
3	47,529	50,014	52,501	54,983	57,471	59,956	62,442
2	41,026	43,133	45,234	47,338	49,441	51,737	53,650
1	38,543	40,547	42,559	44,467	46,380	48,390	50,396
<b>BiWeekly Rates</b>							
5	2,620.79	2,749.01	2,869.96	3,001.90	3,141.25	3,287.78	3,456.36
4	2,005.11	2,114.97	2,221.20	2,327.67	2,433.90	2,540.12	2,646.39
3	1,821.85	1,917.12	2,012.47	2,107.62	2,202.96	2,298.23	2,393.50
2	1,572.61	1,653.36	1,733.91	1,814.54	1,895.17	1,983.15	2,056.51
1	1,477.42	1,554.25	1,631.36	1,704.51	1,777.82	1,854.89	1,931.76
<b>Hourly Rates for Employees</b>							
5	32.76	34.36	35.87	37.52	39.27	41.10	43.20
4	25.06	26.44	27.77	29.10	30.42	31.75	33.08
3	22.77	23.96	25.16	26.35	27.54	28.73	29.92
2	19.66	20.67	21.67	22.68	23.69	24.79	25.71
1	18.47	19.43	20.39	21.31	22.22	23.19	24.15
<b>Classification of Hourly Rates</b>							
Arena Assistant			12.66				
Lifeguard			14.11				
Assistant Lifeguard			12.66				
Cashier Custodian			10.91				
Casual Employee							
with Supervisor Duties			18.17				

Town of Hay River Union Salary Pay Grid							
<b>PayGrid Effective January 1, 2009</b>				*Annual and Bi-Weekly rates of pay are for information only*			
Chg (1- 5)	4.25%						
<b>Administration Employees</b>							
<b>Annual Rates</b>							
GROUP	STEP 1	STEP 2	STEP 3	STEP4	STEP5	STEP 6	STEP 7
5	66,822	70,091	73,175	76,539	80,092	83,828	88,127
4	51,124	53,925	56,634	59,348	62,057	64,765	67,475
3	46,452	48,881	51,312	53,738	56,169	58,598	61,027
2	40,097	42,156	44,209	46,265	48,321	50,564	52,435
1	37,670	39,629	41,595	43,460	45,329	47,294	49,254
<b>BiWeekly Rates</b>							
5	2,561.41	2,686.71	2,804.93	2,933.88	3,070.07	3,213.28	3,378.07
4	1,959.67	2,067.04	2,170.88	2,274.92	2,378.76	2,482.56	2,586.44
3	1,780.59	1,873.70	1,966.88	2,059.87	2,153.06	2,246.17	2,339.27
2	1,536.99	1,615.92	1,694.61	1,773.42	1,852.23	1,938.21	2,009.93
1	1,443.96	1,519.05	1,594.41	1,665.90	1,737.54	1,812.86	1,887.99
<b>Operational Employees</b>							
<b>Annual Rates</b>							
GROUP	STEP 1	STEP 2	STEP 3	STEP4	STEP5	STEP 6	STEP 7
5	71,277	74,764	78,053	81,642	85,431	89,417	94,002
4	54,532	57,520	60,410	63,305	66,194	69,083	71,973
3	49,549	52,140	54,733	57,321	59,914	62,505	65,095
2	42,770	44,966	47,156	49,349	51,542	53,935	55,931
1	40,181	42,271	44,368	46,357	48,351	50,447	52,538
<b>BiWeekly Rates</b>							
5	2,732.17	2,865.83	2,991.92	3,129.47	3,274.74	3,427.50	3,603.27
4	2,090.32	2,204.85	2,315.61	2,426.58	2,537.34	2,648.06	2,758.87
3	1,899.29	1,998.61	2,098.01	2,197.20	2,296.60	2,395.91	2,495.23
2	1,639.46	1,723.64	1,807.58	1,891.65	1,975.71	2,067.42	2,143.92
1	1,540.22	1,620.32	1,700.71	1,776.96	1,853.38	1,933.72	2,013.86
<b>Hourly Rates for Employees</b>							
5	34.15	35.82	37.40	39.12	40.93	42.84	45.04
4	26.13	27.56	28.95	30.33	31.72	33.10	34.49
3	23.74	24.98	26.23	27.46	28.71	29.95	31.19
2	20.49	21.55	22.59	23.65	24.70	25.84	26.80
1	19.25	20.25	21.26	22.21	23.17	24.17	25.17
<b>Classification of Hourly Rates</b>							
Arena Assistant			13.20				
Lifeguard			14.71				
Assistant Lifeguard			13.20				
Cashier Custodian			11.37				
Casual Employee							
with Supervisor Duties			18.94				

**Town of Hay River  
Union Salary Pay Grid**

**PayGrid Effective January 1, 2010**

\*Annual and Bi-Weekly rates of pay are for information only\*

Chg (1- 5) 4.25%

**Administration Employees**

**Annual Rates**

GROUP	STEP 1	STEP 2	STEP 3	STEP4	STEP5	STEP 6	STEP 7
5	69,662	73,070	76,285	79,792	83,496	87,391	91,872
4	53,297	56,217	59,041	61,870	64,694	67,518	70,343
3	48,426	50,958	53,493	56,022	58,556	61,088	63,621
2	41,801	43,948	46,088	48,231	50,375	52,713	54,663
1	39,271	41,313	43,363	45,307	47,255	49,304	51,347

**BiWeekly Rates**

5	2,670.27	2,800.90	2,924.14	3,058.57	3,200.55	3,349.85	3,521.62
4	2,042.97	2,154.90	2,263.15	2,371.59	2,479.84	2,588.09	2,696.37
3	1,856.26	1,953.31	2,050.48	2,147.42	2,244.56	2,341.61	2,438.71
2	1,602.31	1,684.61	1,766.64	1,848.78	1,930.96	2,020.58	2,095.33
1	1,505.33	1,583.60	1,662.18	1,736.70	1,811.37	1,889.91	1,968.22

**Operational Employees**

**Annual Rates**

GROUP	STEP 1	STEP 2	STEP 3	STEP4	STEP5	STEP 6	STEP 7
5	74,306	77,941	81,371	85,111	89,062	93,217	97,997
4	56,850	59,965	62,977	65,995	69,007	72,019	75,033
3	51,654	54,355	57,059	59,757	62,460	65,161	67,862
2	44,588	46,878	49,161	51,446	53,733	56,227	58,307
1	41,889	44,067	46,254	48,327	50,405	52,591	54,770

**BiWeekly Rates**

5	2,848.29	2,987.63	3,119.08	3,262.48	3,413.92	3,573.18	3,756.39
4	2,179.17	2,298.56	2,414.02	2,529.69	2,645.16	2,760.63	2,876.13
3	1,980.01	2,083.53	2,187.18	2,290.59	2,394.19	2,497.72	2,601.29
2	1,709.13	1,796.91	1,884.41	1,972.03	2,059.70	2,155.29	2,235.02
1	1,605.68	1,689.18	1,772.99	1,852.48	1,932.13	2,015.91	2,099.44

**Hourly Rates for Employees**

5	35.60	37.35	38.99	40.78	42.67	44.66	46.95
4	27.24	28.73	30.18	31.62	33.06	34.51	35.95
3	24.75	26.04	27.34	28.63	29.93	31.22	32.52
2	21.36	22.46	23.56	24.65	25.75	26.94	27.94
1	20.07	21.11	22.16	23.16	24.15	25.20	26.24

**Classification of Hourly Rates**

Arena Assistant	13.76
Lifeguard	15.34
Assistant Lifeguard	13.76
Cashier Custodian	11.85
Casual Employee with Supervisor Duties	19.74

~~Effective December 3, 2008 a lump sum payment of \$2206.60 for all permanent full time employees employed as of December 3, 2008 who were employed as of January 1, 2008 (20 employees) All other permanent full time employees shall receive the following amounts:~~

<del>J. Kay</del>	<del>\$1805.40</del>
<del>J. Soroff</del>	<del>\$1003.00</del>
<del>A. Mackie</del>	<del>\$601.80</del>
<del>M. Balsillie</del>	<del>\$401.20</del>
<del>S. Barnes</del>	<del>\$401.20</del>
<del>K. Allinott</del>	<del>\$401.20</del>
<del>B. Wheaton-Brown</del>	<del>\$401.20</del>
<del>A. Makepeace</del>	<del>\$401.20</del>
<del>D. Igaz</del>	<del>\$401.20</del>

~~Permanent part time employees employed as of December 3, 2008 shall receive a payment prorated from \$1850.~~

## MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE MUNICIPAL CORPORATION OF THE TOWN OF HAY RIVER, NWT**  
(hereinafter called the "Employer")

- and -

**THE UNION OF NORTHERN WORKERS**  
(hereinafter called the "Union")

### **BY-LAW ENFORCEMENT OFFICER - PROVISIONS FOR COMPENSATORY LEAVE AND FLEXIBLE HOURS OF WORK**

The Parties recognize that the nature of the position of By-Law Officer requires flexibility in the scheduling of hours of work in order to perform the duties of the position and agree as follows:

1) Definitions

The following definitions shall apply:

- (a) "By-Law Officer" means the employee of the Employer, employed in the position of By-Law Enforcement Officer appointed as a By-Law Officer within the meaning of the Cities, Towns & Villages Act, R.S.N.W.T. 1988, c. C-8, as amended;
- (b) "Collective Agreement" means the agreement entered into between the Employer and the Union;
- (c) "Job Description" means the position description for the By-Law Enforcement Officer established by the Employer.

2) Hours of Work

In order to meet the operational requirements of By-Law Enforcement, By-Law Officers may not always be able to work the normal work week of five (5) work days followed by two (2) days of rest, or a normal work day of 7.5 hours, and may sometimes work in excess of five (5) consecutive days in one week, or 7.5 hours in one day.

Because of this By-Law Officers are allowed flexibility:

- a) in scheduling their work week on an irregular basis;
- b) in scheduling their work day on an irregular basis.

3) Compensatory Hours

- a) Where the By-Law Officer works more than the standard hours of work over a period of twenty-eight (28) calendar days, he/she shall be entitled to one compensatory hour off, with pay, for each extra hour worked (herein called "compensatory hour"). The By-Law Officer must make every reasonable effort to schedule their work hours to minimize extra hours worked.
- b) Compensatory hours must be taken at a time mutually agreeable to both the By-Law Officer and the Employer and they must be used in the same fiscal year in which they are earned. Where the By-Law Officer has applied to take earned compensatory hours and the employer denies the leave requested the compensatory hours applied for will be paid to the By-law Officer as follows, for each day:
  - (i) time and one half for the first four hours applied for, and;
  - (ii) double time for all hours applied for in excess of four hours.
- c) When applying to take compensatory hours the By-Law Officer shall endeavour to ensure that such time will not negatively affect operational requirements.
- d) The By-Law Officer shall be entitled to carry forward compensatory hours up to fifteen (15) times the standard daily hours of work from one fiscal year to the next.
- e) At the end of each fiscal year all compensatory hours over fifteen (15) times the standard daily hours of work shall be liquidated in cash at the normal hourly rate of pay.
- f) The By-Law Officer shall provide the Town Manager, not less than once every two (2) weeks with details of all compensatory hours worked.
- g) It is understood that this agreement is not intended to be used on an "ad hoc basis" to meet operational requirements or to avoid the payment of over-time to the By-Law Officer.

4) Application of Collective Agreement

The Parties acknowledge and agree that all terms and provisions of the Collective Agreement between the Employer and the Union apply, except as they are modified by the terms of this Memorandum.

5) Enforcement

This Memorandum forms part of the Collective Agreement and shall be enforceable under the terms of the Collective Agreement between the Employer and the Union, the laws of the Northwest Territories and applicable Federal laws.

## MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE MUNICIPAL CORPORATION OF THE TOWN OF HAY RIVER, NT**  
(hereinafter called the "Employer")

- and -

**PUBLIC SERVICE ALLIANCE OF CANADA**  
as represented by its Component  
**THE UNION OF NORTHERN WORKERS**  
(hereinafter called the "Union")

### CASUAL SUMMER STUDENT EMPLOYMENT

The parties recognize and agree it is beneficial to encourage the employment of students, and that there may be a need for casual employment during the summer months to meet the operational requirements of the Employer. For this purpose, the Employer may hire up to six Casual Summer Student Employees annually in accordance with the following terms:

1. "Casual Summer Student Employee" means a casual employee hired between the period of May 15th and September 15th annually, such employee having attending high school or a post-secondary institution prior to hiring and intending to attend a post-secondary institution following employment.
2. "Hours of Work" shall be 8 hours per day, 5 days per week.
3. "Rates of Pay" shall be:  
  
Rates of Pay shall be as specified in Appendix 'B' in the Collective Agreement.
4. It is understood that employment of Casual Summer Student Employees will not result in the lay-off of any bargaining unit employees.
5. It is further understood and agreed by the parties hereto the Casual Summer Student Employees shall be classified as Casual Employees in the Bargaining Unit as described in Section 2.01 (h) and entitlements as shown in Article 32.01(a) of the Collective Agreement.
6. The parties agree that this Memorandum of Understanding shall form part of the Collective Agreement between the Employer and the Union. Except as provided herein, the parties agree that the provisions of the Collective Agreement shall apply to Casual Summer Student Employees.

**MEMORANDUM OF AGREEMENT**

BETWEEN

**PUBLIC SERVICE ALLIANCE OF CANADA**

- and -

**TOWN OF HAY RIVER**

In the event that there is a reorganization of the Town of Hay River employees, and a fourth director position is established, the Public Service Alliance of Canada and the Town agree to jointly make an application to the Canada Industrial Relations Board to amend the certification order which is in place.

The order would be amended to make the fourth director position as a position excluded from the bargaining unit, and to update the titles of other employees excluded from the bargaining unit.