



# **GOVERNMENT OF THE NORTHWEST TERRITORIES NEGOTIATIONS 2011**

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## **Bargaining Demands**

**December 19, 2011**

## DRAFT

This document represents bargaining proposals of the Union of Northern Workers (UNW) for this round of negotiations for employees of the Government of the Northwest Territories. These proposals are being submitted without prejudice to any future proposed amendments and/or additions, and subject to any errors and/or omissions.

The Union reserves the right to add to, amend, modify, and withdraw its proposals at any time during Collective Bargaining, to introduce counter-proposals to the Employer's demands, and to introduce new demands that might emerge from discussions at the bargaining table or from new information obtained during negotiations.

Where the word RESERVE appears, it means that the Union reserves the right to make proposals at a later date. In particular, the UNW reserves the right to introduce a comprehensive wage proposal at an appropriate time during negotiations.

If neither party has a proposal on a specific clause or article, that clause or article shall be renewed.

The Union will not engage in concessionary bargaining.

Finally, the Union requests of the Employer disclosure of any plans for changes at its administrative or workplace level that may affect this round of negotiations, and reserves the right to make additional proposals after receiving this information.

**ARTICLE 12**  
**12.09 – LEAVE FOR ELECTED OFFICERS**

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**Amend as follows:**

12.09 (a) (i) Upon the request of the Union, employees elected as President or Vice-Presidents of the Union **of Northern Workers, the Public Service Alliance of Canada, or the Northern Territories Federation of Labour**, shall be granted leave of absence for the term of office. During the leave of absence such employees shall maintain all accumulated rights and benefits to which they are entitled under the Collective Agreement

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

12.10 **Employees elected as Regional or Equity Vice-Presidents of the Union of Northern Workers shall receive the equivalent of two days paid leave per week while in office.**

~~Upon reasonable notification, the Employer will grant leave without pay to allow the PSAC Regional Executive Vice – President to perform his/her duties.~~

**ARTICLE 16**  
**DESIGNATED PAID HOLIDAYS**

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**Amend as follows:**

**16.01 (1) (m) Family Day; and**

**(n)** Any additional days when proclaimed by an Act of Parliament as a National Holiday or by an Act of the Legislative Assembly of the Northwest Territories as a Territorial Holiday.

**ARTICLE 17**  
**LEAVE – GENERAL**

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**Amend as follows:**

17.06 (i) When any period of vacation leave, special leave or time off in lieu of overtime has been approved and an employee's leave is cancelled, changed, or reduced prior to being taken, he/she shall be reimbursed for reasonable expenses that he/she incurs in respect of any non-refundable deposits or prearrangements associated with his/her leave, after submitting such accounts as are normally required by the Employer.

(ii) When during any period of vacation leave, special leave or time off in lieu of overtime, an employee is recalled to duty, he/she shall be paid at ~~time and one-half~~ **double time** for the first shift worked. Further, he/she shall be reimbursed for reasonable expenses that he/she incurs:

(a) in proceeding to his/her place of duty;

(b) in respect of any non-refundable deposits or prearrangements associated with his/her leave;

(c) in returning to the place from which he/she was recalled if he/she immediately resumes vacation leave, special leave or time off in lieu of overtime upon completing the assignment for which he/she was recalled;

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

**ARTICLE 18  
VACATION LEAVE  
ACCUMULATION OF VACATION LEAVE**

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~~18.01 (1) For each month of a fiscal year in which an employee receives ten days pay, he/she shall earn Vacation Leave at the following rates:~~

~~(a) one decimal three seven five (1.375) days each month until the month in which the anniversary of the second (2nd) year of continuous service is completed.~~

~~(b) one decimal seven nine (1.79) days each month commencing in the month after completion of two (2) years of continuous service and ending in the month that seven (7) years of continuous service is completed.~~

~~(c) two decimal zero eight (2.08) days each month commencing in the month after completion of seven (7) years of continuous employment.~~

~~(d) two decimal five (2.5) days each month commencing in the month after completion of fifteen (15) years of continuous employment.~~

~~(e) two decimal nine two (2.92) days each month commencing the month after completion of twenty (20) years of continuous employment.~~

**Effective April 1, 2011 replace 18.01(1) with the following:**

## ARTICLE 19 SPECIAL LEAVE

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### Amend as follows:

- 19.01 ~~(1)~~ An employee shall earn special leave credits up to a maximum of thirty ~~(30)~~ days at the following rates:
- ~~(a)~~ .50 of a day for each calendar month in which he/she received pay for at least ten ~~(10)~~ days, or
  - ~~(b)~~ .25 of a day for each calendar month in which he/she received pay for less than ten ~~(10)~~ days.

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

### **Effective April 1, 2011 replace 19.01(1) with the following:**

- 19.01 (1) An employee shall earn special leave credits up to a maximum of thirty (30) days at the rate of 0.023077 special leave hours for each hour that an employee receives pay. The time to which this applies is set out in Article 17.08.
- As credits are used, they may continue to be earned up to the maximum.
- (2) (a) Special leave will be taken in hours, on the basis of the employee's regularly scheduled hours of work for the day the leave is taken.

~~(b)~~ An employee's entitlement to special leave will be converted

from days to hours as follows:

- ~~(i)~~ Employees whose standard hours are 40 hours weekly will have their entitlement to special leave multiplied by 8.
- ~~(ii)~~ Employees whose standard hours are 37.5 hours weekly will have their entitlement to special leave multiplied by 7.5.

**Effective April 1, 2011, Delete (2)(b)**

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

- (1) The Deputy Head shall grant special leave earned with pay for a period of up to five (5) consecutive working days:
  - (c) when there is a death in the employee's immediate family. The employee may be granted up to three (3) additional days special leave for the purpose of travel;
  - (b) when an employee is to be married.
- (2) The Deputy Head may grant an employee special leave with pay for a period of up to five (5) consecutive working days:
  - (a)
    - (i) where a member of the immediate family requires surgery or becomes ill (not including childbirth) and the employee is required to care for his/her dependents or for the sick person;
    - (ii) where a member of the immediate family becomes seriously ill.
  - (b) where special circumstances not directly attributable to the employee prevent his/her reporting to duty, including:
    - (i) serious household or domestic emergencies;
    - (ii) a transportation problem caused by weather if the employee makes every reasonable effort to report for duty;
    - (iii) serious community emergencies, where the employee is required to render assistance;

- (c) in circumstances which are of general value to the Public Service, such as where the employee:
    - (i) takes an examination which will improve his/her position or qualifications in the Public Service;
    - (ii) attends his/her University Convocation, if he/she has been continuously employed for at least one (1) year;
    - (iii) attends a course in civil defence training;
    - (iv) requires a medical examination for enlistment in the Armed Forces or in connection with a veteran's treatment program.
  - (d) Such leave will not be unreasonably withheld.
- (3) The Deputy Head shall grant special leave for a period of up to three (3) days to allow an employee to attend the funeral of the employee's niece, nephew, aunt or uncle.

19.03 Special leave in excess of five (5) consecutive working days for the purpose enumerated in Clause 19.02 may only be granted with the Employer's approval and such approval shall not be unreasonably denied.

19.04 An employee shall be granted special leave with pay up to a maximum of three (3) working days on the occasion of the birth of their child **or grandchild**. An employee shall be granted special leave with pay up to a maximum of three (3) working days on the occasion of the adoption of a child. This leave may be divided into two parts and taken on separate days.

## ARTICLE 20 SICK LEAVE CREDITS

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**Amend as follows:**

~~20.01 (a) An employee shall earn sick leave credits at the rate of one and one-quarter (1 1/4) days for each calendar month for which he/she receives pay for at least ten (10) days.~~

**Effective April 1, 2011 replace 20.01(a) with the following:**

20.01 (a) An employee shall earn sick leave credits at the rate of 0.057693 hours for each hour that an employee receives pay. The time to which this applies is set out in Article 17.08.

(b) (i) Sick leave will be taken in hours, on the basis of the employee's regularly scheduled hours of work for the day the leave is taken.

~~(ii) An employee's entitlement to sick leave will be converted from days to hours as follows:~~

~~(1) Employees whose standard hours are 40 hours weekly will have their entitlement to sick leave multiplied by 8.~~

~~(2) Employees whose standard hours are 37.5 hours weekly will have their entitlement to sick leave multiplied by 7.5.~~

**Effective April 1, 2011, delete 20.01 (b)(ii)**

~~20.02 Subject to Clause (a) and (b), below, and to the remainder of this Article, all absences on account of illness on a normal workin day (exclusive of designated holidays) shall be charged against an employee's accumulated sick leave credits.~~

~~• There shall be no charge against an employee's sick leave credits when his/her absence on account of illness is less than one-half (1/2) day and the employee has been on duty for at least two (2) hours;~~

~~• Where the period of absence on account of illness is at least one-half (1/2) days but less than a full day, one-half (1/2) day only shall be charged as sick leave.~~

**20.02 (a) For the purpose of this Article, an employee's working day shall be split into two (2) halves;**

**(b) With respect to Article 20.02 (a), should an employee work at least two (2) hours in a half day, then leave work for the remainder of that half day due to illness, that employee will not have sick leave credits applied to the absence of that half day.**

**(c) An employee ~~would have to~~ shall attend work for at least two (2) hours of each half day in order for there to be no application of sick leave credits for absences due to illness for that day.**

**(d) With respect to Article 20.02 (b), if an employee should work for at least two (2) hours in a half day and be absent from work for the remainder of the day, one-half (1/2) day only will be charged as sick leave.**

### **TRAVEL TIME**

20.10 Every employee who is proceeding to a medical centre under the provisions of Clause 20.09 shall be granted leave of absence with pay which is not to be charged against his/her sick leave credits for the lesser of three (3) days or the actual time **spent away from work.** ~~taken to travel from his/her post to a point of departure and return.~~ When an employee has elected to drive rather than travel by air, travel time with no deduction from sick leave credits will be limited to the time required to travel had the employee travelled by air.

## ARTICLE 21 OTHER TYPES OF LEAVE

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### MATERNITY LEAVE WITHOUT PAY

~~21.04 (d) Further, when a pregnant employee produces a statement from her physician that her working conditions may be detrimental to her health or that of the fetus, the Employer will:~~

- ~~(i) change those working conditions;~~
- ~~(ii) assign suitable alternative work;~~
- ~~(iii) temporarily transfer the employee; or~~
- ~~(iv) where none of these options are reasonable within operational requirements, allow the employee to take a leave of absence without pay for the duration of her pregnancy.~~

#### **21.04**

- (d) An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the twenty-fourth (24th) week following the birth, request the Employer to modify her job functions or reassign her to another job if, by reason of the pregnancy or nursing, continuing any of her current functions may pose a risk to her health or that of the fetus or child. On being informed of the cessation, the Employer, with the written consent of the employee, shall notify the appropriate workplace committee or the health and safety representative.**
- (e) An employee's request under clause 24.01 (d) must be accompanied or followed as soon as possible by a medical certificate indicating the expected duration of the potential risk and the activities or conditions to avoid in order to eliminate the risk. Depending on the particular circumstances of the request, the Employer may obtain an independent medical opinion.**
- (f) An employee who has made a request under clause 24.01 (d) is entitled to continue in her current job while the Employer examines her request, but, if the risk posed by continuing any of her job functions so requires, she is entitled to be immediately assigned alternative duties until such time as the Employer:**
- (i) modifies her job functions or reassigns her;**

**or**

- (ii) informs her in writing that it is not possible to modify her job functions or reassign her.**
- (g) The Employer shall make every effort, to the point of undue hardship, to modify the employee's job functions or reassign her.**
- (h) Where the Employer concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not-possible, the Employer shall so inform the employee in writing and shall grant leave of absence with pay to the employee for the duration of the risk as indicated in the medical certificate. However, such leave shall end no later than twenty-four (24) weeks after the birth.**
- (i) An employee whose job functions have been modified, who has been reassigned or who is on leave of absence shall give at least two (2) weeks notice in writing to the Employer of any change in duration of the risk or the inability as indicated in the medical certificate, unless there is a valid reason why that notice cannot be given. Such notice must be accompanied by a new medical certificate.**
- (j) Notwithstanding 24.01 (h), for an employee working in an institution where she is in direct and regular contact with offenders, if the Employer concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not-possible, the Employer shall so inform the employee in writing and shall grant leave of absence with pay to the employee for the duration of the risk as indicated in the medical certificate. However, such leave shall end no later than at the time the employee proceeds on maternity leave without pay or on the termination date of the pregnancy, whichever comes first.**

**21.08** Employees may be granted casual leave with pay to a maximum of ~~two (2)~~ **four (4)** hours, with no charge against special leave credits, for the following purposes:

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

Whenever it is necessary for an employee to attend ~~upon an~~ **appointment with** his/her ~~doctor, dentist,~~ **health care professional or** lawyer, or **attend** appointments with school authorities during working hours, he/she may be granted casual leave for these purposes.

(b) Other Casual Leave

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

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

Such casual leave shall not be unreasonably denied.

(3) With the concurrence of the Employer, in circumstances where an employee feels that he is unable to effectively continue to work due to an adverse situation occurring during regularly scheduled shift or workday hours, the employee will receive casual leave with pay for the remainder of that shift or work day. Said leave shall not be charged against any leave credits.

## ARTICLE 22 HOURS OF WORK

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### SHIFT WORK

Amend as follows:

22.02

- (f) **Shift workers shall be entitled to a designated paid holiday bank equivalent to the number of designated paid holidays, as specified in Article 16, multiplied by 7.5 hours for a 1950 yearly-hour employee or 8 hours for a 2080 yearly-hour employee.**

### GENERAL RULES

22.10 Employees are entitled to one 15 minute paid rest period in every period of 4 or 3.5 consecutive hours worked as appropriate. The scheduling of these rest periods is subject to the approval of the employee's supervisor.

22.11 If an employee is scheduled to have an unpaid meal period during the Employee's regularly scheduled work day, and the Employee is required by the Employer to work during some or all of the Employee's unpaid meal period, the Employee shall be given the time not taken later in the Employee's regularly scheduled work day. If this is not possible, the Employee will be paid at the applicable overtime rate for the time not taken.

**22.12 An employee who:**

- a) is called back for work under Article 26 (Call-Back Pay); or**
- b) is required to return to work after having been on standby under Article 29 (Standby); or**
- c) reports for work under Article 25.01 (4) (Reporting Pay), or**
- d) works overtime contiguous to his/her shift,**

**shall have a minimum of an eight (8) hour rest period before reporting for any regularly scheduled work day or shift. If the employee returns to work immediately following the eight (8) hour rest period and works the remainder of their scheduled hours, the hours not worked shall be paid to the employee at the straight time rate of pay.**

Renumber subsequent articles as required.

## ARTICLE 23 OVERTIME

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Amend as follows:

23.01 In this Article:

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

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

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

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

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

- (a) to allocate overtime work on an equitable basis among readily available qualified employees who are normally required in their regular duties to perform that work; and
- (b) to give employees who are required to work overtime reasonable advance notice of this requirement.

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

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

23.05 (a) An employee who is required to work overtime shall be entitled to a minimum of one hour's pay at the appropriate rate described below in (b).

(b) Overtime work shall be compensated as follows:

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

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

Consecutive hours of overtime will not be considered interrupted  
When:

(a) one unpaid meal break of up to one hour is taken after a minimum of three consecutive hours have been worked and the employee returns to work after the meal break; or

(b) the overtime commences immediately prior to the start of the employee's regular hours of work and continues immediately following the conclusion of the employee's regular hours of work

~~(iii) (c) in lieu of (i) and (ii) (b) above, upon the request of the employee, the Employer may agree to shall grant equivalent leave with pay at the appropriate overtime rate to be taken at a time mutually agreeable to the Employer and the employee. Any unused equivalent leave may be carried over into the next fiscal year.~~

**(iii) Employees shall be entitled to accumulate a maximum of 150 hours of such compensatory leave each fiscal year.**

**(iv) Employees shall be entitled to carry over into the next fiscal year a compensatory leave bank of 150 hours, which shall not be counted against the annual 150-hour cap.**

~~(c) "First day of rest" is defined as the twenty four (24) hour period~~

~~commencing at midnight of the calendar day on which the employee completed his/her last regular shift, and~~

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

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

23.07 Where an employee is required to work:

(a) three (3) or more hours of overtime immediately following his/her regularly scheduled hours of duty; or

(b) four (4) or more continuous hours of overtime at any other time;

and, because of the operational requirements of the service, the employee is not permitted to leave his/her place of work, the Employer will either provide the employee with a meal or a meal allowance equal to the average of the breakfast, lunch and dinner amounts set out in Clause 45.05(a).

## **ARTICLE 40 SAFETY AND HEALTH**

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### **NEW**

**40.13 The Employer shall have Work Alone policies in place in each worksite where employees are required to work alone. Such policies will provide direction to employees on how to deal with scenarios that may be encountered in their worksite.**

**40.14 Such Work Alone policies should be developed, where possible, in consultation with Joint Health and Safety Committees and the Union.**

**ARTICLE 41  
NORTHERN ALLOWANCE**

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**RESERVE**

## ARTICLE 42 ULTIMATE REMOVAL ASSISTANCE

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**Amend as follows:**

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

**ARTICLE 43**  
**RELOCATION EXPENSES ON INITIAL APPOINTMENT**  
**AND SUBSEQUENT MOVES AS AN EMPLOYEE**

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**Amend as follows:**

43.03 b) The cost of meals and incidental expenses will be reimbursed in accordance with ~~the duty travel~~ Article 45.05 (**Duty Travel**) for the employee and his/her spouse plus an amount equal to one-half of that rate for each ~~other dependants.~~

(iii) at destination while awaiting furniture or accommodation for up to twenty-one (21) days if ~~dependents accompany the employee or up to ten (10) days if dependents are not with the employee.~~

(iv) for periods of interim lodging and meals at the start of the journey of more than three(3) days and for periods of interim lodging and meals at destination of more than twenty-one (21) days ~~or ten (10) days, as applicable,~~ the Employer may, in exceptional circumstances such as the lack of accommodation at destination, approve reimbursement for an additional period in reduced amounts to a maximum of \$7.50 per day per adult and \$5.00 per day for each child under six (6) years of age which will allow for the saving in home costs during the period.

(v) under no circumstances will an employee be granted interim lodging and meals exceeding twenty-one (21) days ~~or ten (10) days as applicable,~~ including the period at the start of the journey and at the destination without the approval of the Employer or his/her delegate.

(c) Excess baggage to a maximum of six (6) pieces not more than 32 kg. (70lbs) each for the employee and two (2) pieces not more than 32 kg. (70 lbs) each for each dependant where:

- (i) effects are moved separately by a slower method of transportation;
- (ii) no other expenses are paid for the movement of effects.

(d) expenses for facsimiles and telephone calls necessary to expedite shipment of effects.

43.04 The following entitlements shall apply to the movement and storage of effects:

(a) where furnished accommodation is not provided at destination and or where the location is serviced by an all-weather road or rail line, the movement of effects not exceeding:

~~(i) for an employee who does not have dependants residing with him, 1,814 kg. (4,000 lbs);~~

~~(ii) for an employee who has dependants residing with him, 6,804 kg. (15,000 lbs).~~

(b) where furnished accommodation is provided by the Employer at locations not serviced by an all-weather road or rail line, the movement of effects not exceeding:

~~for an employee who does not have dependants residing with him/her removal assistance for 680 kg. (1,500 lbs) of effects;~~

~~(ii) for an employee who has dependants residing with him/her removal assistance of 1,814 kg. (4,000 lbs) of effects.~~

(c) costs of packing, crating, unpacking, uncrating, transportation and intransit insurance. If professional movers are not available in the community, the Employer may authorize payment for the cost of packing materials purchased by the employee from local stores and the cost of making crates, etc. by local people in lieu of packing costs by a professional mover;

(d) temporary storage pending availability of permanent accommodation where authorized by the Employer.

(e) long term storage at the nearest commercial storage facility when it is not in the interest of the Employer to move the effects. Under normal circumstances, this storage will not exceed three (3) years without the approval of the Employer.

(f) reimbursement of incidental expenses of the move not specifically provided in these regulations not exceeding:

(i) \$250.00 for an employee moving into unfurnished accommodation;

(ii) \$125.00 for an employee moving into furnished accommodation.

**Remainder of article to be renewed**

**ARTICLE 54  
DENTAL PLAN**

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**Amend as follows:**

54.01 Employees **and retirees** will be covered under Dental Plan 9D.

## **NEW ARTICLE XX WHISTLEBLOWING**

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**XX:01 No employee shall be disciplined or otherwise penalized, including but not limited to, demotion, suspension, dismissal, financial penalty, loss of seniority, advancement or opportunity in the public service, as a result of disclosing any wrongful act or omission, such as an offence against an Act of any legislature, or any instrument issued under any such Act, an act or omission likely to cause a significant waste of public money; an act or omission likely to endanger public health or safety or the environment.**

## **NEW ARTICLE XX WORKLOAD**

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**The Union wishes to discuss a range of workload issues affecting employees, and reserves the right to table a proposal following such discussion.**

**NEW ARTICLE XX  
FIRE FIGHTER SHIFT SCHEDULE**

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**RESERVE**

## **APPENDIX A1 RELIEF EMPLOYEES**

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**Amend as follows:**

**A1.11 The Employer shall give preference to relief employees before offering available work to casual employees.**

**APPENDIX A2  
CORRECTIONS OFFICERS  
CORRECTIONS, SECURITY ~~SHIFT~~ AND RECREATION WORKERS**

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**Amend as follows:**

It is understood that the following Appendix applies to ~~Corrections Security Shift Workers~~ **the following employees:** (Corrections Officers, Corrections Supervisors, Youth Officers, Senior Youth Officers, and Corrections Service Workers **and Corrections Recreation Officers.**

## APPENDIX A4 TERM EMPLOYEES

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### Amend as follows:

A4.01 The Employer shall hire term employees for a period not to exceed ~~forty-eight (48)~~ **thirty-six (36)** months of continuous employment in any particular department, board or agency.

A4.02 Term Employees shall be entitled to all the provisions of this Collective Agreement. Terms of six months or less are not eligible to contribute to the pension plan (Superannuation), the Public Service Health Care Plan and to disability insurance.

A4.03 ~~If an Employee in a term position is to be extended beyond 48 36 months of continuous employment in that position, the Employer shall consult with the Union.~~ **Where a person has been employed in the same department/agency as a term employee for a cumulative working period of three (3) years without a break in service longer than ninety (90) consecutive calendar days, the department/agency must appoint the employee indeterminately at the level of his/her substantive position.**

A4.04 Where vacation leave or the use of lieu time has been denied due to operational requirements, Term Employees will be allowed to use any unused vacation leave and lieu time to extend their employment. Where employment is extended at the request of the Employee, if the new term exceeds ~~48 36~~ months. **A4.03 will still apply.**

A4.05 Term Employees shall be entitled to Maternity and Parental Leave allowances provided the Employee's current term of employment provides sufficient time to completely fulfill the return of service commitment required after the return from maternity or parental leave. **In the event that the current term of employment does not provide sufficient time for the employee to fulfill the return of service commitment, but the term employee's cumulative service would reach 36 months while the employee is on Maternity or Parental Leave, they shall also be entitled to the Maternity and Parental Leaves.**

## APPENDIX A6 SOCIAL JUSTICE FUND

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### **Amend as follows:**

The Employer shall deduct from each bargaining unit member's pay two cents (2¢) per hour for all hours worked, **and shall provide a matching contribution** to the PSAC Social Justice Fund. Contributions to the Fund will be made quarterly, 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.

**The Employer shall establish a leave bank for the Union to utilize for members to take paid leave in support of Social Justice Fund projects. The Union shall select members to access the leave, subject to approval from the Employer, which shall not be unreasonably denied. The size of the leave bank shall be 1,200 hours annually.**

## APPENDIX A9 COLLEGE EDUCATORS

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- A9.01 (a) It is recognized that within the College system, different program areas dictate different instructional requirements. It is further recognized that, in addition to instructional requirements, Instructors perform related professional responsibilities to support their instructional and administrative duties.

The College instructional year will be two hundred (200) working days for each Instructor. The Employer shall make every reasonable effort to schedule the working days between September 1 and June 30. A working day shall ~~consist~~ **consist** of 7.5 consecutive hours and the work week shall be 37.5 hours, Monday to Friday.

- (b) (i) The annual workload for each **term or indeterminate** Instructor **on strength on May 31<sup>st</sup>** shall be determined by the program manager **or designate**, who will ~~consult~~ **discuss** with **and inform** the Instructor by May 31<sup>st</sup>, whenever possible, ~~to determine~~ **of** the Instructor's annual workload for the following Scheduled Instructional Year considering, but not limited to, the following factors:
- (a) the Instructor's experience
  - (b) class size
  - (c) nature of course
  - (d) number of different courses
  - (e) mode of delivery
  - (f) evaluation methods
  - (g) spread of teaching hours in a day and week
  - (h) Senior Instructor's administrative duties
  - (i) practicums /internships
  - (j) workload of other Instructors in the program
  - (k) field based education/culture camps
  - (l) curriculum development
  - (m) multi-level course delivery**
  - (n) research**
- (ii) The annual workload for newly hired Instructors will be determined as soon as possible following their appointment.

- (iii) Where re-assignment is necessary, notification of re-assignment will be provided to the Instructor as soon as possible.
  - (iv) If an Instructor disagrees with his/her annual workload, he/she shall first attempt to resolve the issue with the program manager.
  - (v) If within five (5) working days the issue is not resolved, the Instructor shall attempt to resolve the issue with the program manager's supervisor.
- (c) Instructors shall set aside and post one (1) hour per week per course instructed outside of regular teaching hours to meet with students.
  - (d) Instructors who are required by the Employer to work in excess of the 200 day instructional year, 7.5 hours per day or 37.5 hours per week shall receive overtime in accordance with Article 23 except when Instructors are assigned field based education.

**Instructors in certificate and diploma programs other than health programs who are required to instruct in excess of 450 scheduled instructional hours in one instructional year shall receive overtime at time and one-half (1.5) times her/his straight time rate for each scheduled instructional hour over the maximum.**

**Instructors in degree programs other than health programs who are required to instruct in excess of 450 scheduled instructional hours in one instructional year shall receive overtime at time and one-half (1.5) times her/his straight time rate for each scheduled instructional hour over the maximum.**

**Respecting the clinical nature of health programs, Instructors who oversee clinical placements and are required by the Employer to instruct in excess of 700 scheduled instructional hours in one instructional year shall receive overtime at time and one-half (1.5) times her/his straight time rate for each scheduled instructional hour over the maximum. Clinical supervision is counted as one to one student supervision and therefore instructional hours will be calculated at 100% of the hours indicated in the course/program outline.**

**Instructors in Developmental Studies who are required by the Employer to instruct in excess of 750 scheduled instructional hours in one instructional year shall receive overtime at time and one-half (1.5) times her/his straight time rate for each scheduled instructional hour over the maximum.**

**Respecting the diversity of the role of Adult Educators in the various communities, their work plan shall be determined by the Chair of Community Programs or designate, who will discuss with and inform the Adult Educator at the beginning of the academic year. The scheduled instructional hours shall be determined based on the workload requirements.**

**Instructors in the Trades area who are required by the Employer to instruct in excess of 900 scheduled instructional hours in one instructional year shall receive overtime at one and one-half (1.5) times her/his straight time rate for each scheduled instructional hour over the maximum. This category includes Instructors in the Observer Communicator Program.**

**Recognizing that Instructors supervising practicums/work placements/ preceptorships are not in constant contact with students, instructional hours will be calculated at one (1) hour per student per week of each full-time practicum/work placement/preceptorship assignment. In the event that the practicum/work placement/preceptorship is not full time, the one (1) hour per student per week shall be prorated (e.g. If the work placement is for 1 day per week, it will take 5 weeks of the work placement for the instructor to be provided with the one (1) instructional hour).**

~~Instructors who are assigned field based education Monday to Friday will be paid, in addition to the Instructor's regular rate of pay, for an additional six hours at the rate of time and a half (1.5) for each twenty-four (24) hour period of such assignment.~~

**Where an Instructor is assigned field-based education and is responsible for students outside the regular hours of work of Monday through Friday for the completed hours of 5:00 p.m. to 8:30 a.m. the following morning she/he will be paid in addition to the Instructor's regular rate of pay for an additional six hours at the rate of time and one half (1.5). In the case where an Instructor has to bring a student(s) back prior to 8:30 a.m. she/he will be paid overtime for all hours worked in accordance with Article 23.**

**Instructors who are assigned field-based education and who are responsible for students on designated paid holidays or days of rest will be paid a maximum of 12 hours pay per day at the applicable overtime rates.**

Instructors who are required by the Employer to instruct in more than one of the above noted program areas will have their maximum instructional hours prorated based on the maximum hours in each area indicated above. Certificate, diploma and degree Instructors who are required by the Employer to instruct in the Developmental Studies area and who instruct in excess of 550 scheduled instructional hours in one instructional year shall receive overtime at time and one-half (1.5) times her/his straight time rate for each hour over the maximum.

***Example 1:***

***A Developmental Studies Instructor who is assigned two 45 hour courses in a credit program and the remainder in Developmental Studies shall have the following calculation for his/her maximum instructional hours:***

***Certificate, Diploma, Degree: 90 hours divided by 450 hours equals 20% of a full time.  
Developmental Studies: 80% of 750 hours equals 600 hours.  
Maximum Instructional Load: 90 hours plus 600 hours equals 690 hours.***

***Example 2:***

***A certificate, diploma, or degree Instructor who is assigned one 210 hour course in Developmental Studies and the remainder in a certificate, diploma, or degree program shall have the following calculation for his/her maximum instructional hours:***

***Developmental Studies: 210 hours divided by 750 hours equals 28% of a full time.  
Certificate, Diploma, Degree: 72% of 450 hours equals 324 hours.  
Maximum Instructional Load: 210 hours plus 324 hours equals 534 hours.***

- (e) Annual salary is calculated on the basis of an Instructor working 200 days per instructional year.

The pay rate for Adult Educators in training circumstances and hired with less than a Bachelor of Education degree and/or no credentials in Adult Education will be:

One (1) year Training Program

Year one: 90% of Basic Adult Educator Salary

Two (2) year Training Program

Year One: 80% of Basic Adult Educator Salary

Year Two: 90% of Basic Adult Educator Salary

- (f) The Instructor shall have a minimum of **five (5) working days without scheduled instructional duties at the end of each semester/term and at the end of each program delivery.** ~~one week without teaching hours between courses.~~ **If semesters overlap, five (5) working days shall be scheduled without instructional duties.**
- (g) An Instructor's vacation leave taken between the end of that Instructor's Scheduled Instructional Year and the start of the Instructor's next Scheduled Instructional Year shall not be counted as working days for that Instructor.
- (h) **"Instructor" means an** Aurora College instructor with instructional responsibilities as identified in his/her job description and includes: Instructors, Senior Instructors, Program Heads, and Adult Educators.
- (i) "Adult Educator" means a community Adult Educator who facilitates and provides academic and administrative leadership for the effective delivery of a full range of literacy, academic, skills based and Developmental Studies programming at the Community Learning Centre and also instructs in a variety of subject areas.
- (j) "Scheduled Instructional Year" means an individual Instructor's instructional year, as approved by the Campus Director **or designate.**

**A9.03 – A9.13**

**RESERVE**

This was provided to the Employer on Dec. 22/11 and is attached in this document.

### PROFESSIONAL DEVELOPMENT COMMITTEES

- A9.03 (1) A consideration when allocating professional development funding is maintaining professional designations of College ~~staff Educators/Instructors~~. It is the College ~~staff's Educator's/Instructor's~~ responsibility to ensure that his/her required credentials are current and maintained.

There shall be a Professional Development Committee for Aurora College. The Professional Development Committee will consist of a total of seven (7) members.

The Members of the Committee shall be appointed through nomination and election for the College in each of the first five areas listed below and shall be ~~full-time staff instructors~~ of the College. ~~“College Educators/Instructors” for the purpose of Professional Development only means Instructors (including Senior Instructors, Program Heads and Adult Educators), Chairs, Program Coordinators, Coordinators of Community Programs, Counselors, Librarians, and Aurora College Research Institute Managers.~~

- i. Aurora Campus, Beaufort-Delta and Sahtu-Regions (1 member)
- ii. Yellowknife/North Slave Region (1 member)
- iii. Community Program - Adult Educators (1)
- iv. Thebacha Campus, South Slave and Deh Cho Regions (2 members)
- v. Librarians/Counsellors/Program Chairpersons/Community Program Directors - and the Aurora Research Institute (1 member)
- vi. President or his/her Appointee (1 member)

Total = 7 members

- (a) The Committee shall choose a chairperson;
- (b) The normal term of office is two years;
- (c) To ensure continuity, three members will be elected each year. In the first year, however, three members will be elected for a one year appointment;
- (d) Notwithstanding the above Committee structure, the Committee shall endeavour to have at least one representative from each of the three areas of study, Developmental Studies; Certificate, Diploma and Degree Programs; and Trades.

- (2) Terms of Reference

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

- (a) to develop clear guidelines for the effective and efficient operation of the Professional Development Committee;
  - (b) to develop and maintain a Professional Development Guidelines manual for reference and distribution;
  - (c) to determine the individual professional development needs of College Educators/Instructors in line with requirements of the College;
  - (d) to develop an on-going professional development program designed to meet identified development needs of all College Educators/Instructors within the limits of funds available;
  - (e) to develop a working budget which will provide for the professional development program for College Educators/Instructors;
  - (f) to provide for appropriate evaluation procedures for the professional development program;
  - (g) to prepare an annual report of the activities which have been identified and undertaken by the Professional Development Committee for submission to the Board of Governors.
- (3) All meetings and administrative work of the Professional Development Committee shall be held during normal working hours.

#### PROFESSIONAL DEVELOPMENT FUNDING

- A9.04 (1) Funds will be provided by the College for professional development activities consistent with the College's goals and objectives.
- (2) (a) The funding provided by the College shall represent an amount equal to 3% of the College's indeterminate, seasonal or term ~~full-time~~ College **staff** Educator/Instructor salaries. The College will annually replenish the fund by an amount equal to 3% of indeterminate, seasonal or term ~~full-time~~ College **staff** Educator/Instructor salaries at April 1<sup>st</sup>. This fund is established for long-term training.
- (b) Any Professional Development Education and Training Funds from sources other than the College shall be administered by the Professional Development Committee and shall not be considered as part of the funding provided in Clause A9.04(2)(a).
- (c) In addition to the above, a short term training fund shall be set up equivalent to ~~fifteen hundred seven hundred and fifty dollars (\$750)~~ **(\$1500)** per year per indeterminate, seasonal or term ~~full-~~

time College ~~staff Educator/Instructor~~ to be administered by the Program Heads.

- (d) **On March 31<sup>st</sup> of each year, if the monies in the fund described in A9.04(2)(a) exceed more than twice the contribution amount from April 1<sup>st</sup> of the previous calendar year then an amount equivalent to fifteen hundred dollars (\$1500) per indeterminate, seasonal or term College employee on strength as of March 31<sup>st</sup> shall be transferred to the short term training fund.**
- (3) Professional development training funds shall be used for educational purposes only except as provided in A9.04 (4).
- (4) The Professional Development Committee may authorize the expenditure of up to 5% of the annual funding allocation under A9.04 (2)(a) to cover travel, meal and accommodation costs for one or two face to face meetings per year, the cost of teleconference calls, or the preparation and distribution of promotion and awareness materials to College ~~staff Educators/Instructors~~. Expenditures under this paragraph must be formally approved by the Committee.
- (5) **Professional development training funds shall be used for individual purposes and not be used for group training. In cases where several individuals want to attend the same event, they may request that short-term training funds be used to have the event delivered locally.**

TYPES OF PROFESSIONAL DEVELOPMENT  
OPPORTUNITIES, WHICH SHALL BE AVAILABLE

- A9.05 (1) Long-term education and training:
- (a) Educational Leave;
  - (b) Professional Experience Leave;
  - (c) Leave Without Pay;
  - (d) Audit of apprenticeship courses for upgrading for technical skills not less than 3 6 weeks duration;
  - (c) Staff exchange - national or international.

- (d) Distance Education (programs offered by a recognized and accredited university or college):
  - i. With a request for Leave for those applicants who wish to pursue their program studies on a full or part-time basis;
  - ii. With no request for Leave for those applicants who are pursuing their program studies on a course by course basis outside their scheduled work hours.
- (2) Short-term education and training:
  - (a) Distance Education (programs offered by a recognized and accredited university or college) or short course attendance;
  - (b) Conferences, seminars and workshops.
  - (c) Audit of apprenticeship courses for upgrading of technical skills of less than 3 ½ weeks duration.

## LONG-TERM EDUCATION AND TRAINING REGULATIONS

### A9.06 Educational Leave and Distance Education

- (1) Educational Leave shall be defined as leave for academic education and training (including trade school training) and unpaid industrial experience.
- (2) Any indeterminate, seasonal, or term ~~full-time~~ College ~~staff~~ ~~Educator/Instructor~~ shall be eligible for:
  - (a) Education Leave or Distance Education program funding after three (3) years of employment with the College as a College Educator/Instructor. Seasonal employees may be considered on a pro-rated basis.
  - (b) **For Distance Education program funding.**
- (3) The Professional Development Committee shall review all applications for Educational Leave including Distance Education Programs. The major selection criteria shall be the applicability and value of the training program to the requirements of the College. The granting of Educational Leave shall not result in the overloading of other ~~staff-instructors~~. The request ~~by an instructor~~ for Educational Leave shall be accompanied by a recommendation by the **Employee's supervisor and**

~~Director, program manager and the Campus Director/Director of the Aurora Research Institute.~~

- (4) Applications for Long-term Education and Training as defined in A9.05 (1) will be reviewed twice a year by the Professional Development Committee. The Committee shall reach a decision no later than October 31<sup>st</sup> for applications submitted by September 30<sup>th</sup> and no later than April 30<sup>th</sup> for applications submitted by March 31<sup>st</sup>. Applications for Summer educational leave shall be submitted to the Professional Development Committee no later than March 31<sup>st</sup>. No applications will be reviewed during the months of July or August.
- (5) Applications to the Committee must be in writing and completed in accordance with the guidelines set out by the Committee.
- (6) The decision of the Professional Development Committee shall be by majority and shall be final. All notifications to applicants shall be done in writing by the Chair of the Committee.
- (7) Educational Leave shall be granted for a period of no more than twelve (12) consecutive months. Under normal circumstances, no member shall be granted more than two (2) leaves within a period of six consecutive years.
- (8) The following entitlement shall be granted to an employee receiving leave under Clause A9.06:
  - (i) An allowance based on the number of completed years of service of a College ~~staff Educator/Instructor~~ as follows:
    - (a) An allowance of (50%) fifty percent of salary for College ~~staff Educators/Instructors~~ with (3) three completed years of service.
    - (b) An allowance of (55%) fifty-five percent of salary for College ~~staff Educators/Instructors~~ with (4) four completed years of service.
    - (c) An allowance of (60%) sixty percent of salary for College ~~staff Educators/Instructors~~ with (5) five completed years of service.
    - (d) An allowance of (65%) sixty-five percent of salary for College ~~staff Educators/Instructors~~ with (6) six completed years of service.
    - (e) An allowance of (70%) seventy percent of salary for College ~~staff Educators/Instructors~~ with (7) seven completed years of service.

- (f) An allowance of (75%) seventy-five percent of salary for College **staff Educators/Instructors** with (8) eight completed years of service.
  - (g) An allowance of (80%) eighty percent of salary for College **staff Educators/Instructors** with (9) nine completed years of service.
- (ii) Where leave is granted for a full academic year of study, the College **employee Educator/Instructor** shall receive tuition and required textbooks, traveling and removal expenses from his/her place of employment to the location of the educational institution approved by each Professional Development Committee and return removal and travel expenses to his/her place of employment.
  - (iii) Where leave is granted for other than a full academic year but not less than six weeks, the College **employee Educator/Instructor** shall receive tuition and required textbooks, transportation to and from the educational institution, and an accommodation allowance of a maximum of \$500 per week.
  - (iv) An allowance from the Fund equivalent to 100% of present salary will be paid to **College employees instructors** granted Educational Leave, when:
    - (a) an **employee instructor** whose skills become technically obsolete requires retraining to satisfactorily carry out his/her work; and/or
    - (b) an **employee instructor** agrees to undertake a full course of studies at the request of the President when qualified persons cannot be recruited to carry out essential work.
    - (c)
  - (v) Where leave is granted for no more than six (6) weeks, instructors shall receive full or partial funding for tuition and transportation to and from the accredited educational institution to a maximum of two thousand dollars (\$2,000.00) upon production of all relevant receipts and transcripts of marks. All course work must be taken at an accredited college or university.
- (9) College **staff Educators/Instructors** granted Educational Leave shall retain their positions and seniority as per the Agreement and shall receive all other benefits pursuant to this Agreement.
  - (10) College **staff Educators/Instructors** granted Educational Leave shall serve the College for a period equal to two (2) times the length of Educational Leave immediately following Educational Leave.

- (11) College ~~staff Educators/Instructors~~ not returning to the College must immediately repay all monies, plus accumulated interest (prime plus 2%), paid by the College. College ~~staff Educators/Instructors~~ returning to service at the College, but not fulfilling their commitments shall repay a proportionate amount plus accumulated interest (prime plus 2%), within three (3) months of terminating employment.
- (12) In case of termination of appointment by the College, the College shall release the College ~~employee Educators/Instructors~~ from all liabilities under the terms of the Agreement.
- (13) Any funds not used for the designated purposes shall be repaid, plus accumulated interest (prime plus 2%), by the ~~employee instructor~~.
- (14) College ~~staff Educators/Instructors~~ who fail to complete their course, may be required to repay all monies, plus interest (prime plus 2%) subject to the conditions set by the Committee.
- (15) Term College ~~staff Educators/Instructors~~ who have been with the College for three (3) or more years may be eligible to apply for Education Leave if the following conditions are met:
  - (i) for the Committee to consider a term College ~~employee's Educator's/Instructor's~~ Education Leave application, the College ~~employee's Educator's/Instructor's~~ term must not end sooner than the end of the Education Leave plus a period of service to the College two (2) times the length of the Education Leave; andif the College ~~employee's Educator's/Instructor's~~ term is shorter than the period required in (i) above, then the Committee, in order to consider the application, would have to receive a letter from the College President guaranteeing that, should the application be approved, the College ~~employee's Educator's/Instructor's~~ term would be extended to end no sooner than the end of the Education Leave plus a period of service to the College two (2) times the length of the Education Leave.
- (16) "Summer Sessions" refers to the period in which a College ~~employee Educator/Instructor~~ uses his/her vacation leave to take credit courses toward a program of study at an accredited educational institution for a period of study greater than two (2) and less than thirteen (13) weeks.
- (17) Indeterminate College ~~staff Educators/Instructors~~ may be eligible for Summer Session assistance immediately after being hired.

- (18) Term College **staff** ~~Educators/Instructors~~—whose term of employment is for two or more years may be eligible for Summer Session assistance immediately after being hired.
- (19) College **staff** ~~Educators/Instructors~~ using their vacation leave for professional development activities as defined under Summer Session, may be eligible for assistance as follows:
  - (a) For a period of study greater than two (2) weeks and less than six (6) weeks, the Committee may pay tuition and an accommodation allowance of \$500 per week for the duration of the study period.
  - (b) For a period of study equal to or greater than (6) weeks and less than thirteen (13) weeks, the Committee may pay tuition, and accommodation allowance of \$500 per week for the duration of the study period, and travel expenses equal to the cheapest air fare or kilometorage, whichever is lowest, to and from the educational institution.

#### PROFESSIONAL EXPERIENCE LEAVE

- A9.07
- (1) Professional Experience Leave shall be defined as leave for professional experiences through paid employment in business, industry, government, community or foreign service, or education.
  - (2) Any indeterminate, seasonal, or ~~full-time~~—term College **employee** ~~Educator/Instructor~~ shall be eligible for Professional Experience Leave.
  - (3) Applications to the Professional Development Committee must be in writing, and recommended by the program manager and the Campus Director.
  - (4) The decision of the Professional Development Committee shall be by majority and shall be final.
  - (5) Except in the case of Foreign Service Professional Experience Leave, no leave shall be granted for more than twelve (12) consecutive months. Under normal circumstances, no member will be granted more than two (2) leaves within a period of four (4) consecutive years.
  - (6) The Professional Development Committee may pay an amount sufficient to make salaries equal to current salary at the 100% level.
  - (7) A College **employee** ~~Educator/Instructor~~ seconded to a "Temporary Employer" as per Clause A9.07(8) for Foreign Service to two (2) years or less shall be seconded at no expense to the College. In the event that

the salary of the member seconded is less than 100%, remuneration may be paid as per Clause A9.07(6).

- (8) "Temporary Employer" shall refer to the Canadian International Development Agency, Canadian University Students Overseas, World University Service, Canadian Executive Services Overseas, United Nations, Canadian Armed Forces, a university or college, or any similar agency supplying aid to developing countries. It does not include private profit-making organizations under contract to perform such services.
- (9) To ensure that the College knows the remuneration that may be paid by the College to the College **employee** ~~Educator/Instructor~~ on Professional Experience Leave, the College **employee** ~~Educator/Instructor~~ must keep the College informed of his/her salary while on Professional Experience Leave.
- (10) The maximum number of College **employees** ~~Educators/Instructors~~ on Professional Experience Leave at any one time shall be determined by the Professional Development Committee.
- (11) In the event that the College pays remuneration equal to fifty percent (50%) or greater of the College **employee's** ~~Educator/Instructor's~~ annual salary, the College **employee** ~~Educator/Instructor~~ shall serve the College for a period of time equal to the time served in Professional Experience Leave.
- (12) A College **employee** ~~Educator/Instructor~~ not returning to the College must repay all remuneration plus accumulated interest (prime plus 2%) paid by the College. A College **employee** ~~Educator/Instructor~~ returning to service to the College, but not fulfilling his/her commitment shall repay a proportionate amount plus accumulated interest (prime plus 2%) to the College within six (6) months of terminating employment.
- (13) In case of termination of appointment by the College, the College shall release the College **employee** ~~Educator/Instructor~~ from all liabilities under the terms of this Agreement.
- (14) The College shall assure the College **employee** ~~Educator/Instructor~~ of his/her regular position and seniority upon completion of his/her Professional Experience Leave. In the event that the leave is terminated prior to the date originally agreed to, and if the College **employee** ~~Educator/Instructor~~ desires to return to the College at that time, he/she will be permitted to do so only if satisfactory arrangements can be made with the President in consultation with the **employee's supervisor**.~~Head of the program.~~

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

#### AUDIT OF APPRENTICESHIP COURSES FOR UPGRADING

- A9.08 (1) "Audit of Apprenticeship Courses for Upgrading" shall refer to leave for the purpose of auditing a course for which the College **employee Educator/Instructor** already has credit. The purpose of this audit shall be to refresh and upgrade the College **employee's** ~~Educator/Instructor's~~ area of expertise.
- (2) Applications to the Professional Development Committee must be in writing and recommended by the **employee's supervisor and Director**.~~program manager and Campus Director.~~
- (3) The decision of the Professional Development Committee shall be by majority and shall be final.
- (4) Remuneration while on leave for Audit of Apprenticeship Courses for Upgrading shall be 100% of salary and all benefits.
- (5) College ~~staff Educators/Instructors~~ on leave for Audit of Apprenticeship Courses for Upgrading shall be paid tuition (if applicable), travel expenses limited to transportation to and from the training site, and \$500 a week as an accommodation allowance.

#### LEAVE WITHOUT PAY OR ALLOWANCES

- A9.09 (1) Where operational requirements permit, leave without pay or allowances may be granted in special circumstances to a College **employee Educator/Instructor** provided that the College **employee Educator/Instructor** does not have current vacation available to him. Leave without pay or allowances may be granted to take further training, to gain further experience, or to seek personal development. Requests for such leave must be submitted at least twelve (12) weeks in advance of the anticipated date of commencement of such leave, before such requests can be considered.
- (2) Time limits, pursuant to Clause A9.09(1) shall be waived when it can be established that the College **employee Educator/Instructor** was unable to comply with the time limits specified.
- (3) A College **employee Educator/Instructor** on leave without pay shall give the College written notice by registered mail of his/her intention to return

or resign at least ninety (90) calendar days before his/her designated date of return. Otherwise the position will not be held open for the College ~~employee-Educator/Instructor~~.

- (4) College ~~staff-Educators/Instructors~~ on leave without pay shall have the right to pay into all normal benefit packages including the Employer's share if required.

### SHORT-TERM TRAINING

#### A9.10 Short Course Attendance and Correspondence Courses

- (1) Short courses or programs offered by institutions such as Territorial, Federal, or Provincial Governments, universities, colleges, companies or private business that may assist a College ~~employee Educator/Instructor~~ in his/her duties or potential employment within the College, shall be requested through the ~~employee's supervisor program manager and the Campus-Director~~ **employee's supervisor**.

Such requests shall be accompanied by a statement of the name of the course, location, duration, costs and reasons for the request, explaining why such a course would be beneficial to the College ~~employee Educator/Instructor~~ and to Aurora College.

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

### CONFERENCES, SEMINARS AND WORKSHOPS

- A9.11 (1) Attendance at conferences, seminars or workshops that are directly related to a College ~~employee's Educator/Instructor's~~ **employee's** duties within his/her respective Department may be recommended by the ~~employee's supervisor program manager~~ **supervisor** to the ~~Campus-Director~~ for approval.
- (2) Costs for such conferences, seminars or workshops, including accommodation, transportation, tuition, books, etc., shall be paid out of the Short-Term Training Fund.

### TRAINING FOR NEW OR CONTINUING STAFF INSTRUCTORS REGULATIONS

- A9.12 (1) College ~~staff Educator/Instructor~~ training courses may be made available, preferably through the College. In some instances, the President might determine that attendance is mandatory.

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

#### OTHER ITEMS

- A9.13 Notwithstanding any of the regulations cited in Clause A9.06, College **Staff Educator/Instructors** seeking Long Term Education and Training for reasons of redundancy may be given top priority.

#### INSTRUCTORS' TRAINING

- A9.14 Instructors hired after December 6, 1984 will have completed, or will be required to complete six (6) weeks of full time coursework in adult education in the first two (2) years of employment. This coursework includes as a minimum, modules in needs analysis, planning instruction, delivery techniques and evaluating learning performance. Equivalent training or a demonstrated capability in training can be accepted in lieu of the formal coursework. Indeterminate Instructors are also required to complete a certificate in Adult Education. This certificate must be completed within five (5) years of hire.

Newly hired Instructors who require instructors' training which requires more time than the professional development time available to them in their first year, will be eligible to move to the next step of the pay range for their position provided they have satisfactorily completed the first portion of instructors' training and they have performed satisfactorily.

#### NOTIFICATION

New Instructors shall be informed in their job offer of their placement on the grid and whether they require any further training in adult education.

- A9.15 SENIOR INSTRUCTOR ALLOWANCE

Instructors who are required to supervise and/or coordinate the work of other Instructors, in addition to performing instructional duties in their area of specialty, will be paid a Senior Instructor's allowance of \$2,750 per year. Payment of the Senior Instructor's allowance to an individual Instructor will end if that Instructor ceases to supervise and/or coordinate the work of other Instructors.

- A9.16 APPOINTMENT

New College Educators (Instructor, Chair, Program Head, Coordinator, or Adult Educator) will be assigned to Step 1 (one):

1. For each full academic year of post secondary teaching experience, they will be given one additional step;
2. For each full two (2) year period of elementary or secondary school teaching or instruction in an NWT young offenders facility directly related to the subject which they instruct, they will be given an additional step;
3. For each full two (2) year period of work experience directly related to the subject which they instruct, they will be given one additional step.

NOTE:

The foregoing criteria apply without limit except for new College Educators (Instructor, Chair, Program Head, Coordinator, or Adult Educator) who do not have the approved course work in adult education or its equivalent. The maximum experience level at which such Instructors may be appointed is Step 4 (four). New Instructors who satisfactorily complete the required adult education coursework in their first year shall have their full experience applied retroactive to their date of hire.

**APPENDIX A10**  
**HEALTH CARE PRACTITIONERS**

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**NEW**

**A10.F The Professional Development Initiative 2011/2012 dated August 2, 2011, shall form part of the Collective Agreement.**

**(See Professional Development Initiative Guidelines attached)**

**DEPARTMENT OF HEALTH AND SOCIAL SERVICES  
PROFESSIONAL DEVELOPMENT INITIATIVE 2011/12  
Professional Development Initiative Guidelines**

## **Purpose**

The Professional Development Initiative (PDI) program is intended to provide eligible Department of Health and Social Services (DHSS) and Health Authority frontline professionals, clinical staff and managers with increased opportunities for professional development, education and training for the purposes of skill and career enhancement. It is also intended to encourage and promote recruitment and retention in the northern workforce.

PDI is used to develop health and social services skills, to provide general training or development activities relevant to employees' roles, or to maintain license requirements. The monies are not intended to replace existing funds used for statutory and/or mandatory training.

## **1. Eligibility**

### **1.1 Eligibility for Funding**

- must be frontline health and social services professionals, clinical staff or managers
- must be indeterminate (full-time, part-time, job-share, relief) or term staff
- require specific health or social services education, certification or licensing in order to provide or directly support day-to-day assessment of or care to residents of the Northwest Territories
- require continuous service within Health and Social Services (HSS) system according to the following:
  - indeterminate and term employees – six months
  - job-share employees – nine months
  - relief employees – twelve months
- must perform work consistent with the type of work normally provided in one or more of the listed professions (see Appendix B Resources – Eligible Position List); funding is not provided based on position title alone

### **1.2 Ineligible for Funding**

- resigning or terminated employees
- employees who are considered casual, on locum or senior management
- employees on extended leave, i.e. maternity, parental, education, deferred, leave without pay:
  - PDI eligibility is reinstated upon return to an eligible position
- employees transferring between health authorities are considered new hires and are subject to applicable waiting periods

**DEPARTMENT OF HEALTH AND SOCIAL SERVICES  
PROFESSIONAL DEVELOPMENT INITIATIVE 2011/12  
Professional Development Initiative Guidelines**

## 2. Funding Restrictions

- funding is based on the incumbent being in a PDI eligible position (as identified in Appendix B)
- eligibility is based on the type of work you do and not your individual qualifications
- employees may access funding for only one eligible position per fiscal year
- funded activity or resources must:
  - be identified in employee's current learning plan as a learning or development need (see Appendix C Forms – Learning Plan)
  - develop employee's health and social services skills, provide general training relevant to his/her role or maintain his/her license requirements
- eligible activities include:
  - conferences, workshops and courses and associated travel costs
  - regional and territorial meetings, professional association courses and meetings, and associated travel costs
  - campus-based or distance education programs
  - part-time or continuing studies
  - degrees, diplomas and certificates
  - tuition and registration
  - in-house training instructor fees, and instructor's travel costs
  - learning resources, e.g. books, CD ROMs, e-books, podcasts, DVDs, PDA programs, texts
  - NWT Official Languages, Aboriginal Languages, English or French classes or learning resources
  - upgrading
  - General Equivalency Diploma (GED) and Access programs
  - group activities (where funds have been equally combined i.e. tuition, to allow delivery of relevant in-house group activities, as long as all contributors are in attendance)
  - in-house certifications
- funding rates depend on the location of the employee (see Appendix B Resources – Community PDI Rates)
- part-time and job-share employee funding is pro-rated, and based upon position's full-time equivalency (FTE)
- relief employee funding is pro-rated, and based upon eligible employee's number of eligible (REG-like) hours worked in the previous fiscal year; a *standard relief worker PDI formula* is used
- funds may not be donated from one person to another person or group
- expenditures incurred prior to PDI approval are not reimbursed
- cancellation fees are deducted from individual PDI allocations
- PDI funding cannot be used for:

**DEPARTMENT OF HEALTH AND SOCIAL SERVICES  
PROFESSIONAL DEVELOPMENT INITIATIVE 2011/12  
Professional Development Initiative Guidelines**

- mandatory or statutory training required to legally perform duties of a position
- Registered Nurses Association of the Northwest Territories and Nunavut (RNANT/NU) registration fees, standard first aid, cardiopulmonary resuscitation (CPR), basic life support (BLS), Basic Rescuer certification, Child and Family Services Information System (CFIS) or Child and Family Services statutory training
- platforms, electronic devices or tools, e.g. computers, e-Readers, iPhones, iPods, iPads, laptops, netbooks, office equipment, Personal Digital Assistants (PDAs), printers, stethoscopes, Internet services, telephone services
- employee salaries
- back-fill wages for Community Health Nurse positions
- sponsored learning, e.g. GNWT Student Financial Assistance, Education Leave Program
- travel expenses for training that will be offered locally
- personal travel expenditures, e.g. insurance, room service, movies, extra hotel nights, airfare change fees, excess baggage fees
- volunteer service, projects or programs
- relief organizations or volunteer clinics and associated travel costs
- personal training, i.e. training unrelated to work or to career enhancement

### **3. Allowed Leave and Funding for Professional Development (PD)**

- salary for PD is funded by the applicable Authority and is in addition to PDI funding
- relief employees are ineligible for PD leave funding
- up to 37.5 professional development hours (5 days), plus travel up to a maximum of four (4) days subject to the approval of the HSSA, may be accessed by an eligible employee each fiscal year
- salary will be paid for time away from work due to PDI activities if activities occur during regularly scheduled work hours
- PD funding is pro-rated for part-time and job share employees
- overtime will not be paid
- PD taken through the PDI program will be coded as PD1 in PeopleSoft attendance records, except in the Hay River Authority where employees will code it as PDIU in ORMED
- employees may combine approved leave with PD hours with appropriate approval
- all leave approval is subject to operational requirements

**DEPARTMENT OF HEALTH AND SOCIAL SERVICES  
PROFESSIONAL DEVELOPMENT INITIATIVE 2011/12  
Professional Development Initiative Guidelines**

#### **4. Program Deadlines**

- Training Officers will accept applications until February 1 of each fiscal year
- resources must be purchased and received by March 31 of each fiscal year
- learning activities must begin by March 31
- requests for deferral of funds must be submitted to the Training Officer no later than February 1
- applicants will be advised by February 28 on the status of their application for deferral

#### **5. Deferral**

- if the employer denies an application, based on operational requirements, the employee may apply to defer the estimated cost of the denied activity to the next fiscal year (see Appendix C Forms – PDI Deferral)
- an employee may apply for deferral where one year fiscal funding is insufficient to cover the costs of development needs identified in the Learning Plan
- deferral applications will be reviewed by a DHSS committee and the applicant will be advised by the Training Officer of the outcome
  - deferred funding may not exceed the employee's current available credit excluding any existing deferrals
  - deferred funds will not be transferred with the employee between health authorities or the department
  - relief workers and job share extended employees are not eligible to defer funds due to the flexible nature of their rotations/scheduling
  - employees who access PDI funding for travel within a fiscal year cannot defer funds to the next fiscal year

**DEPARTMENT OF HEALTH AND SOCIAL SERVICES  
PROFESSIONAL DEVELOPMENT INITIATIVE 2011/12  
Professional Development Initiative Guidelines**

## 6. Application and Approval Process

Person Responsible	Tasks
<b>Step 1. Prior to receiving PDI funding approval:</b>	
<b>Applicant</b>	<ul style="list-style-type: none"> <li>• ensure that the packages are submitted to the Training Officers six (6) weeks prior to the expected travel or activity date</li> <li>• contact the Training Officer to confirm eligibility and funding allocation</li> <li>• ensure learning activity or resource is identified in current learning plan</li> <li>• complete PDI Application Form (see Appendix C Forms – PDI Application Form) in its entirety:             <ul style="list-style-type: none"> <li>– incomplete forms will be returned</li> </ul> </li> <li>• submit completed forms and attachments to manager for review:             <ul style="list-style-type: none"> <li>▪ copy of current learning plan</li> <li>▪ document that describes activity, e.g. agenda, brochure or web link</li> </ul> </li> <li>– for learning activity with no travel involved, include:             <ul style="list-style-type: none"> <li>▪ request for leave:                 <ul style="list-style-type: none"> <li>◇ PD hours</li> <li>◇ other time, e.g. annual leave</li> </ul> </li> </ul> </li> <li>– for learning activity with travel involved, include:             <ul style="list-style-type: none"> <li>▪ request for leave:                 <ul style="list-style-type: none"> <li>◇ PD hours</li> <li>◇ travel time, calculated according to the following:                     <ul style="list-style-type: none"> <li>○ actual travel time as stated on ticket</li> <li>○ one hour for airport departure/arrival within NWT</li> <li>○ one hour for airport arrival and overnight stopovers outside of NWT</li> <li>○ two hours for airport departures originating outside of NWT</li> <li>○ actual time in airport awaiting connecting flight</li> </ul> </li> <li>◇ other time, e.g. annual leave</li> </ul> </li> <li>▪ generate appropriate travel authorization form:                 <ul style="list-style-type: none"> <li><b><i>Travel Authorization &amp; Expense Claim For Non GNWT/NWTHC Employees Form</i></b></li> <li><a href="http://www.fin.gov.nt.ca/documents/forms-documents/Travel%20Authorization%20%20Expense%20Claim-for%20non%20GNWT-NWTHC%20GNWT%20SAM-2%20v2.pdf">http://www.fin.gov.nt.ca/documents/forms-documents/Travel%20Authorization%20%20Expense%20Claim-for%20non%20GNWT-NWTHC%20GNWT%20SAM-2%20v2.pdf</a></li> <li>○ SAM electronic Travel Authorization (GNTEX-R121), Employee Expense Report (GNTEX-R120) and Employee Cash Advance (GNTEX-5500)</li> </ul> </li> </ul> </li> </ul>

**DEPARTMENT OF HEALTH AND SOCIAL SERVICES  
PROFESSIONAL DEVELOPMENT INITIATIVE 2011/12  
Professional Development Initiative Guidelines**

	<ul style="list-style-type: none"> <li>◇ southern travel approval for travel outside NWT, if applicable</li> <li>◇ Request for International Travel (see Appendix C Forms – Request for International Travel), if applicable</li> <li>▪ written rationale, for international travel, that: <ul style="list-style-type: none"> <li>◇ confirms program's uniqueness</li> <li>◇ illustrates reasonable effort has been made to identify similar available programs within Canada</li> <li>◇ verifies that it is only program available that meets identified learning needs</li> </ul> </li> <li>▪ If the manager supports the application, employees scans and submits the package in its entirety to the Training Officer electronically for funding approval (fax only if scanning not available)</li> </ul>
<b>Manager</b>	<ul style="list-style-type: none"> <li>• review application, ensuring that: <ul style="list-style-type: none"> <li>– it meets learning needs identified in learning plan</li> <li>– operational requirements are considered</li> </ul> </li> <li>• sign application form</li> <li>• return application package to employee for submission to Training Officer</li> <li>• forward, with supporting documentation, to Training Officer for review</li> <li>• recommend approval or denial of request for international travel</li> </ul>
<b>Training Officer</b>	<ul style="list-style-type: none"> <li>• review application, ensuring: <ul style="list-style-type: none"> <li>– PDI eligibility</li> <li>– compliance with program guidelines</li> </ul> </li> <li>• approve funding and travel</li> <li>• provide written response to employee, with copy to manager, on status of application, i.e. approved, denied, information requested</li> <li>• forward request for international travel, if it meets criteria, to applicant's chief executive officer (CEO) for consideration</li> </ul>
<b>Chief Executive Officer (international travel only)</b>	<ul style="list-style-type: none"> <li>• recommend approval or denial of request for international travel: <ul style="list-style-type: none"> <li>– if approved, forward request to Deputy Minister of DHSS prior to ministerial approval and sign off</li> <li>– if denied, provide details to Training Officer</li> </ul> </li> </ul>
<p>Note:</p> <ul style="list-style-type: none"> <li>• applicants who travel without prior PDI approval will not be reimbursed or covered by insurance</li> <li>• approval for international travel may take six to eight weeks</li> <li>• signed ministerial approval must be received by Training Officer prior to applicant booking travel or paying registration fees</li> </ul>	

**DEPARTMENT OF HEALTH AND SOCIAL SERVICES  
PROFESSIONAL DEVELOPMENT INITIATIVE 2011/12  
Professional Development Initiative Guidelines**

<b>Step 2: Upon receiving PDI application approval from the L&amp;D Officer:</b>	
<b>Applicant</b>	<ul style="list-style-type: none"> <li>• for learning resources:               <ul style="list-style-type: none"> <li>– purchase resources</li> </ul> </li> <li>• for learning activity with no travel involved:               <ul style="list-style-type: none"> <li>– pay registration fees</li> <li>– enter PD hours in attendance record</li> </ul> </li> <li>• for learning activity with travel involved:               <ul style="list-style-type: none"> <li>– pay registration fees</li> <li>– book airfare, ground transportation (e.g. bus, train, vehicle rental, privately owned vehicle) and accommodations based on most economical options available</li> <li>– if driving, obtain prior approval from PDI Training Officer for car rental or use of privately owned vehicle:                   <ul style="list-style-type: none"> <li>▪ provide written quotes indicating that cost is more economical than bus or airfare</li> <li>▪ book compact-sized rental vehicle unless justification for larger vehicle is approved</li> <li>▪ decline Collision Deductible Waiver (CDW) offered by rental company only if travelling in Canada:                       <ul style="list-style-type: none"> <li>◇ GNWT has insurance coverage for Canada only:                           <ul style="list-style-type: none"> <li>○ CDW insurance is required for all car rentals outside of Canada</li> </ul> </li> <li>▪ no reimbursements will be approved for supplementary insurance</li> </ul> </li> </ul> </li> <li>– book commercial accommodations in NWT:                   <ul style="list-style-type: none"> <li>▪ private accommodations can only be used if insufficient commercial accommodations are available OR if the private accommodation is with a relative (defined as father, mother, brother, sister, spouse, common-law spouse, child, stepchild, foster child, father-in-law, mother-in-law, grandmother or grandfather)</li> <li>▪ outside NWT, any preferred, reasonable commercial or private accommodation can be booked</li> <li>▪ commercial accommodation receipts must include breakdown of costs</li> </ul> </li> <li>– seek approval for Travel Authorization and Expense Claim Form from the Training Officer</li> <li>– enter PD and travel hours in attendance record</li> <li>–</li> </ul> </li> </ul>
<b>Manager</b>	<ul style="list-style-type: none"> <li>• approve PD or travel hours in attendance records</li> </ul>

**DEPARTMENT OF HEALTH AND SOCIAL SERVICES  
PROFESSIONAL DEVELOPMENT INITIATIVE 2011/12  
Professional Development Initiative Guidelines**

<b>Training Officer</b>	<ul style="list-style-type: none"> <li>• sign Travel Authorization and Expenses Claim Form for duty travel, if applicable, for approved application             <ul style="list-style-type: none"> <li>– Authority employees will use the <i>Travel Authorization &amp; Expense Claim For Non GNWT/NWTHC Employees</i> form</li> <li>– DHSS employees will utilize SAM</li> <li>– Provide a copy of scanned approved Travel Authorization to employee and manager</li> </ul> </li> </ul>
<p>Note:</p> <ul style="list-style-type: none"> <li>• Training Officer may be able to provide financial support in advance of learning activity, including paying for tuition, books and supplies</li> <li>• applicants may be ineligible for additional PDI funding until all outstanding PDI advances and recoveries are closed</li> </ul> <p><u>Land Travel:</u></p> <ul style="list-style-type: none"> <li>• applicant is not eligible for GNWT automobile insurance unless car rental is pre-approved</li> <li>• land travel distances between centres are found at:             <ul style="list-style-type: none"> <li>- <a href="http://www.dot.gov.nt.ca/live/documents/content/Highway%20Distances.pdf">www.dot.gov.nt.ca/ live/documents/content/Highway%20Distances.pdf</a></li> <li>- <a href="http://transcanadahighway.com/general/mileage.htm">http://transcanadahighway.com/general/mileage.htm</a></li> </ul> </li> <li>• with appropriate receipts, reimbursement includes car rental costs, fuel, tolls and parking</li> <li>• hotel/airport shuttles must be used where available</li> </ul> <p><u>Child Care:</u></p> <ul style="list-style-type: none"> <li>• up to \$50 per day may be claimed for reimbursement where additional childcare costs occur during duty travel</li> <li>• child care costs are for duty travel only; original receipts must be provided</li> <li>• child care can be claimed for dependants who are 16 years of age or under</li> </ul> <p><u>Per Diem:</u></p> <ul style="list-style-type: none"> <li>• meals (other than those supplied free by airline, conference, etc.), car mileage and incidentals will be reimbursed according to per diem rates posted at             <ul style="list-style-type: none"> <li>- <a href="http://www.hr.gov.nt.ca/library/dutytravel.htm">www.hr.gov.nt.ca/library/dutytravel.htm</a></li> </ul> </li> <li>• per diem rates are reduced by 50% on the 16<sup>th</sup> day in one location; incidentals remain the same</li> <li>• no per diem for meals on flights where free meals are served between 6:30 AM to 8:30 AM, 11:30 AM to 1:30 PM, or 5 PM to 7 PM</li> <li>• no per diem for meals that departure/arrival times allow for meal to be eaten at home, i.e. if at home between 6:30 AM and 8:30 AM; if departure from home is later than 1 PM or 6:30 PM; if arrival to home is prior to 7:30 AM, or earlier than 12:30 PM or 6:30 PM</li> <li>• tips are not reimbursable</li> <li>• incidentals are not paid if travel is completed in one day, but may be claimed for each overnight and the final day of travel</li> </ul>	

**DEPARTMENT OF HEALTH AND SOCIAL SERVICES  
PROFESSIONAL DEVELOPMENT INITIATIVE 2011/12  
Professional Development Initiative Guidelines**

**Original Receipts:**

- original receipts are required to be attached to travel claim, except for taxi trips \$10 and under and private accommodation (\$50 per night)
- must show a balance of zero and the method of payment
- credit card's last four digits must appear
- if foreign currency was used, a bank, credit card or PayPal statement showing the conversion to Canadian funds is required
- if credit card or bank statement is required, black out account numbers (other than last four digits of credit card number) before submitting
- where receipts are missing and irreplaceable, a signed statutory declaration, with costs and details outlined, may be accepted

**Step 3: Upon completion of learning activity or purchase of resources**

**Applicant**

- for learning resources:
  - submit:
    - proof of purchase, e.g., receipt for materials
    - completed evaluation form (see Appendix C Forms – PDI Evaluation Form)
- for learning activity with no travel involved:
  - submit:
    - proof of attendance, e.g. receipt for course registration or tuition fee, certificate of completion
    - completed evaluation form
- for learning activity with travel involved:
  - submit:
    - proof of attendance, e.g. conference registration receipt
    - completed Travel Authorization and Expense Claim form with expenses noted for travel days and learning activity days, and with supporting documentation, including, as applicable:
      - itinerary and e-tickets
      - ◇ original boarding passes
      - ◇ changes in itinerary
      - ◇ travel agency fees
      - ◇ hotel receipts
      - ◇ ground transportation receipts
      - ◇ child care receipts
      - ◇ tuition or registration receipts
- submit claims to Training Officer within ten working days of receipt of resources or completion of learning activity or duty travel

**DEPARTMENT OF HEALTH AND SOCIAL SERVICES  
PROFESSIONAL DEVELOPMENT INITIATIVE 2011/12  
Professional Development Initiative Guidelines**

<b>PDI Training Officer</b>	<ul style="list-style-type: none"> <li>• approve eligible expense claim</li> <li>• forward to appropriate finance area for processing</li> </ul>
<p>Note:</p> <ul style="list-style-type: none"> <li>• all claims must be supported by original receipts</li> <li>• advanced funds must be returned within five working days of activity and/or duty travel being cancelled</li> <li>• references:             <ul style="list-style-type: none"> <li>– Financial Management Manual (FAM) – 2001 – Travel and Hospitality - <a href="http://www.fin.gov.nt.ca/FAMWeb/index.html">http://www.fin.gov.nt.ca/FAMWeb/index.html</a></li> <li>– Human Resources Manual (HRM) – 1210 – Duty Travel and Accommodations <a href="http://www.hr.gov.nt.ca/policy/hrm/1200%20-%20Allowances%20and%20Benefits/1210/default.htm">http://www.hr.gov.nt.ca/policy/hrm/1200%20-%20Allowances%20and%20Benefits/1210/default.htm</a></li> <li>– Union of Northern Workers Collective Agreement – Article 45</li> </ul> </li> </ul>	

## **APPENDIX B RATES OF PAY AND PAY NOTES**

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The economic package to be proposed by the Union will be made up of many interconnected elements. In brief, these elements may include, but will not be restricted to:

- Real economic increase that reflect the continued strength of the Canadian economy;
- Protection against inflation;
- Catching up with comparable jobs and employers;
- Restructuring of pay grids;
- Changes in increments;
- Changes to the Northern Allowance article;
- Retroactivity back to the first day of the contract.

**MEMORANDUM OF UNDERSTANDING  
COLLEGE SECURITY STAFF**

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**The parties agree that Residence Life Supervisors and Security Staff shall be eligible to participate in the Corrections Northern Recruitment Training Program. Hours spent in such training shall be considered time at work.**

## **MEMORANDUM OF UNDERSTANDING WORK ALONE POLICY**

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The Union wishes to discuss the issue of employees working alone, and will be seeking a commitment from the Employer through an MOU to develop and implement with Joint Health and Safety committees where possible, Work Alone policies for specific workplaces that will address, at a minimum, the following considerations:

- **Definition of “working alone”**
- **Avoid working alone whenever possible**
- **Management commitment to providing a safe workplace and addressing working alone hazards**
- **Roles and responsibilities of management, supervisors, JHSC and/or H&S rep, workers**
- **Risk assessment performed to identify hazards with working alone in a specific workplace.**
- **The risk assessment (or hazard assessment) should be in writing, performed in consultation with the JHSC and/or H&S rep, and communicated to all staff.**
- **Identify and outline all reasonable precautions taken to eliminate or reduce identified risks**
- **Involve the establishment of safe work practices, procedures, and equipment**
- **Contain and describe training provisions for workers that are developed in consultation with JHSC and/or health and safety representative**
- **Investigation and reporting section**
- **JHSC evaluation and regular review of working alone precautions, policies, program, equipment, and training**