

## APPENDIX A1

RELIEF EMPLOYEES

- A1.01 The Employer shall hire relief employees into positions for which there are no established hours on a daily, weekly or monthly basis and may be required to report to work on an as-and-when required basis for facilities where services operate on a daily basis throughout the entire year.
- A1.02 (a) An employee may not be appointed as a relief employee to perform a job in the same facility (which includes a hospital, health centre, correctional facility, young offenders facility, or college residence) as the employee performs in the employee's other position.
- (b) An employee in a nursing position may be appointed as a relief employee in the same facility providing that the position is more than 2 pay ranges apart from the employee's other position.
- A1.03 The Employer shall ensure that a series of relief employees will not be employed in lieu of establishing a full-time position or filling a vacant position.
- A1.04 A relief employee shall be entitled to all the provisions of this Collective Agreement with the following modifications:
- 2.01(z) "Probation" for relief employees means a period of paid employment of one year from the day upon which an employee is first appointed to or promoted within the Public Service. An employee who is appointed to a position which has the same duties, as his/her previous position shall not serve an additional probationary period. If an employee does not successfully complete his/her probationary period on transfer or promotion the Employer will make every reasonable effort to appoint him/her to a position comparable to the one from which he/she was transferred or promoted.
- 24.09 (1) A relief employee holding a position for which there is a minimum and maximum rate of pay may be granted increases in pay until he/she reaches the maximum of the pay range for the position. Such pay increases are dependent on satisfactory performance of the duties of the position by the employee for a period of paid time equivalent to the standard yearly hours of work for their position, or two (2) years whichever is less and shall not be granted to the employee until his/her Deputy Head certifies to the Employer

that the employee is so performing the duties of his/her position.

42.02 (a) (i) Length of Service

A relief employee's entitlement to Ultimate Removal Assistance is based on years of continuous service with the Government of the Northwest Territories. A relief employee's year of service is equivalent to the completion of the standard yearly hours of work for the position.

A1.05 The following Articles and Clauses contained in this Collective Agreement do not apply to relief employees:

- Article 16 - Entire Article except Clauses 16.05(a) and 16.08
- **Article 17- Entire Article**
- Article 18 - Entire Article
- Article 19 - Entire Article
- Article 20 - Entire Article except Clauses 20.09 and 20.10
- Article 22.02 (a), (d), (e), and (f)

A1.06 Relief employees are entitled to be paid on a bi-weekly basis for services rendered at the appropriate pay range in Appendix B.

A1.07 The Employer shall make every reasonable effort to allocate relief work on an equitable basis among readily available qualified relief employees.

**A1.08 (a) Relief employees whose work is scheduled by the Employer as provided for in clause 22.01 shall be compensated at the applicable overtime rate for work performed in their relief position in excess of the standard or regular hours of work for full-time employees in similar positions, either on a daily or weekly basis.**

**(b) i. Relief employees whose work is scheduled by the Employer to fall outside of the standard hours of work as defined in clause 22.01 shall be compensated at the applicable overtime rate for work performed in their relief position in excess of the regularly scheduled hours of work as set out on the shift schedule for full time employees in similar positions on a daily basis.**

**ii. Relief employees whose work is scheduled by the Employer to fall outside of the standard hours of work as defined in clause 22.01 shall be compensated at the applicable overtime rate for work performed in their relief position in excess of 150 or 160 hours over a 28 day period depending on their position.**

**A1.09** Unless otherwise agreed upon by the Employer and the Union, the standard hours of work for relief employees on a daily, weekly and annual basis is based on the standard work week of similar fulltime positions.

**A1.10** Relief employees shall earn **sixteen percent (16%)** of base salary as supplementary compensation in lieu of earning vacation, sick **leave**, special leave and **mandatory leave**. This amount shall be liquidated in the month of May or upon three weeks written notice by the employee.

## APPENDIX A2

CORRECTIONS OFFICERSCORRECTIONS SECURITY SHIFT WORKERS

It is understood that the following Appendix applies to Corrections Security Shift Workers (Corrections Officers, Corrections Supervisors, Youth Officers, Senior Youth Officers and Corrections Service Workers).

A2.01 Clauses 16.02, 16.03, 16.04, 16.06, 16.07, 18.01(3), 22.02, 22.03(a), 22.03(b) and 22.04 do not apply.

A2.02 (a) Every officer shall be assigned to a shift in accordance with the operational requirements of the service; the Employer shall make every reasonable effort to schedule shifts so that employees rotate between shifts on an equitable basis.

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

A2.03 (a) HOURS OF WORK

Hours of duty shall be scheduled so that the employees work a shift rotation based on seven (7) regular days "on", three (3) regular days "off" and seven (7) regular days "on", four (4) regular days "off".

The shift rotation for a particular facility may be changed through mutual agreement between the employees and the Employer if the majority (fifty percent plus one) of employees are in agreement, provided that the annual hours of work do not exceed 1950 hours.

Regular hours of work for full-time employees inclusive of meal periods shall be:

- i. eight (8) consecutive hours per day.
- ii. one thousand, nine hundred and fifty (1,950) hours per year.
- iii. a maximum of seven (7) consecutive shifts.

(b) Regular hours shall be deemed to:

- (i) include as scheduled by the Employer, two (2) rest periods with pay totaling thirty (30) minutes during each full working shift of eight (8) hours; commencing on or about mid-way

between starting time and the meal break, and mid-way between the meal break and the end of the shift, or

- (ii) include one meal period of thirty (30) minutes which shall be scheduled by the Employer in a full shift of eight (8) hours. An employee shall be entitled to one scheduled meal period if the employee works eight (8) hours.
- (iii) if an employee is recalled to duty during the employee's meal period, the employee shall be given the time not taken later in the shift.

#### ANNUAL LEAVE

- (c) An employee shall be entitled to earn annual leave equivalent to that of other employees working the 7.5 hour work day.
- (d) Earned annual leave will be converted into hours owed and utilized according to the scheduled shift pattern.

#### DESIGNATED PAID HOLIDAYS

- (e)
  - (i) On April 1 of each year a full-time employee shall be entitled to a designated paid holiday bank equivalent to the number of designated paid holidays as specified in Article 16 in the current fiscal year multiplied by 7.5 hours.
  - (ii) Banked hours shall be taken at a time mutually agreeable to the Employer and the employee. Any unused banked hours shall be paid out at the end of the fiscal year.
  - (iii) When more than one (1) employee requests time off with pay for these purposes and for operational reasons not all employees are granted the leave, length of service with the Employer shall be the sole deciding factor.
  - (iv) When one employee(s) applies for annual leave and another employee(s) applies for banked hours off under this article, the request of the employee applying for annual leave shall receive first preference.

- (f) When an employee is required to work on a designated paid holiday as part of the employee's regularly scheduled hours of duty or as overtime when the employee is not scheduled to work, the employee shall be paid in addition to the hours the employee has banked had the employee not worked on the holiday twice (2) the employee's straight time rate for all hours worked.
- (g) An employee scheduled to work on a designated paid holiday shall be paid at the applicable overtime rate for all hours worked from 00:01 to 24:00 on the designated paid holiday.

#### SICK LEAVE

- (h) Sick leave credits shall be earned at the rate specified in Article 20 of the Agreement.
  - (i) Earned leave shall be converted into hours owed and utilized according to the scheduled shift pattern.
- A2.04 The Employer agrees to provide a hot meal to employees working on the shift between 0800 and 1600 daily and to provide food for other employees to prepare their own meals on the remaining two (2) shifts daily. The specified meal period will be scheduled as close to the midpoint of the shift as possible. During this meal period the officers may be away from their place of duty, but not off the premises, providing at least two (2) officers, one being the Control Officer, remain on duty at all times. This latter requirement will not apply to the midnight to morning shift.
- A2.05 The Employer will permit mutual shift exchanges subject to the following requirements:
- (a) There shall be no financial penalty to the Employer; and
  - (b) Both employees must signify their mutual agreement by notifying the Employer not less than forty-eight (48) hours in advance of each requested change.
- A2.06 Corrections Officers assigned outside of the Corrections Centres to field operations where regular eight (8) hour shifts have not been scheduled, shall receive, in addition to their regular pay, pay for six (6) additional hours at the rate of time and one-half (1 1/2) for each twenty-four (24) hour period of such assignments.
- A2.07 The Employer shall set up a master shift work schedule and post it one calendar month in advance. This schedule will cover the normal shift requirements of the work area.

- A2.08 The normal hours of work of the Institutional Nurse shall be thirty-seven and one-half (37 1/2) hours per week.
- A2.09 (a) The Employer will provide all new indeterminate, term or part-time employees with less than one year of experience in the field a ten (10) day training program consisting of classroom and on-the-job training before being required to function independently as a Corrections Officer.
- (b) Except in the case of emergencies, casual employees will work under the supervision of a Corrections Officer II for at least two (2) days and no casual employee shall be required to work more than five (5) shifts without receiving two (2) days training with the staff training officer.

## APPENDIX A3

COURT REPORTERSHOURS OF WORK AND OTHER TERMS  
AND CONDITIONS OF EMPLOYMENT

- A3.01 Except as provided herein, Articles 22 and 23 do not apply to employees employed as Court Reporters.
- A3.02 Court Reporters will not be required to observe the normal hours of attendance stipulated for the Public Service but will be required to maintain attendance for provision of services as required. In the event no Court has been scheduled and a reporter wishes to remain absent from his/her place of employment during that time, permission must be obtained from the Chief Reporter. The Chief Reporter shall set up a weekly work schedule, which shall be posted at least six (6) working days in advance. This schedule will cover all normal work requirements.
- A3.03 Travelling time, outside regular working hours or on Saturdays and Sundays shall be paid at the overtime rate in accordance with Article 23.
- A3.04 The Employer shall provide office dictating and transcribing equipment, typewriters, ribbons and ink and cassettes for dictating equipment, as well as ordinary stationary items but not those required for specific reporting functions. Other equipment belonging to individual Court Reporters shall be serviced or repaired by the Employer.

**APPENDIX A4****TERM EMPLOYEES**

- A4.01** The Employer shall hire term employees for a period not to exceed forty-eight (48) 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 months of continuous employment in that position, the Employer shall consult with the Union.
- 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 months consultation with the Union is not required.
- 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.

## APPENDIX A5

CASUAL EMPLOYEES

- A5.01 The Employer shall hire casual employees for a period not to exceed four (4) months of continuous employment in any particular department, board or agency.

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

- A5.02 The Employer shall ensure that a series of casual employees will not be employed in lieu of establishing a full-time position or filling a vacant position.

An employee will not be hired as a casual employee to perform the same job as the employee performs in the employee's position. Any hours in excess of or outside of the employee's regularly scheduled hours of work in the same job shall be paid as overtime.

An employee who is on leave for greater than 14 calendar days may accept casual employment within the same Authority provided the employee is not performing the tasks within the same facility as their substantive position.

The Employer shall consult with the Union before a former casual employee is rehired in a particular division if that former casual employee had worked in that division as a casual employee performing the same duties at any time within the 30 working days immediately preceding the date of rehire.

- A5.03 A casual employee shall be entitled to the provisions of this Collective Agreement except as follows:

(a) Clause 2.01(f) "Continuous Employment" in respect of a casual employee shall include any period of employment with the Employer which has not been broken by more than thirty (30) working days. Provided always that there will be no systematic release and rehire of casuals into the same positions primarily as a means of avoiding the creation of indeterminate employment or paying wages and benefits associated therewith.

(b) The following Articles and Clauses contained in this Collective Agreement do not apply to casual employees:

- (i) Article 18 - Entire Article except Clause 18.05  
Article 20 - Sick Leave Clauses 20.09 and 20.10.

- (ii) Article 21 - Other Types of Leave - Clause 21.04 **and 21.05**
  - (iii) Article 33 - Lay-off.
  - (iv) Article 39 - Superannuation.
  - (v) Article 35 - Employee Performance Review and Employee Files.
  - (vi) **Article 43 – Relocation Expenses on Initial Appointment and Subsequent Moves As An Employee**
  - (vii) Article 48 - Entire Article.
- (c) The following Article in the Collective Agreement shall apply as follows:
- (i) Article 16 - Designated Paid Holidays shall apply to a casual employee after fifteen (15) calendar days of continuous employment.

**A5.04** A casual employee shall upon commencement of employment be notified of the anticipated termination of his/her employment, and shall be provided a one day notice of lay-off for each week of continuous employment to a maximum of ten (10) days notice.

**A5.05** Casual employees are entitled to be paid on a bi-weekly basis for services rendered at the appropriate pay range **at a minimum** of the Casual Step set out in Appendix B.

**A5.06** **A casual employee hired from outside the community in which he/she will be working will be eligible for the following relocation expenses in and out of the community:**

- a) **Airfare for the employee, by the most economical and direct means;**
- b) **Duty travel per diem rates as per 45.05(a);**
- c) **One day's pay each way**
- d) **Excess baggage (not including pets or food stuffs) to a maximum of four (4) pieces not more than 25 kg each, for the employee**

**A casual employee hired from outside the community in which he/she will be working will be eligible for lodging up to 10 days in the community of work.**

**A5.07 Unless otherwise agreed upon by the Employer and the Union, the standard hours of work for casual employees on a daily and weekly basis is based on the standard work week of similar fulltime positions.**

**APPENDIX A6****SOCIAL JUSTICE FUND**

The Employer shall deduct from each bargaining unit member's pay two cents (2¢) per hour for all hours worked 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.

## APPENDIX A7

### TRADES

#### APPLICATION

- A7.01 The provisions of this Appendix shall apply to all positions in trades. The provisions of this Appendix shall not be extended to apply to other positions unless agreed by the Union and the Employer.
- A7.02 (1) Where an employee with a certificate of qualification in one trade performs work in a trade for which he/she does not possess a certificate, he/she shall advise the Employer. The Employer shall ensure that the work performed is inspected by a qualified tradesperson at the earliest possible date. The Employer will ensure that traditional job titles will be used properly reflecting the dignity and status of tradespersons using the trade name in the position title to conform to the journeyman certification required.
- (2) Casual employees who do not hold certificates of qualification in a trade shall not perform work normally performed by qualified tradespersons.

#### HOURS OF WORK

- A7.03 Hours of work shall be scheduled so that trades employees listed in Clause A7.01 above:
- (a) on a weekly basis work forty (40) hours and five (5) days per week, Monday to Friday inclusive;
  - (b) on a daily basis, work eight (8) hours per day exclusive of not less than a one-half (1/2) hour meal period. Normally the hours of work shall be between the hours of 0800 and 1700. These hours may be varied by the Employer for a classification or classifications of employees in a division or a section, or for employees at a particular geographic location provided the employees receive adequate notice of the variation, and that the variation is not done on an individual employee basis for the purpose of avoiding payment of overtime to that particular employee; and
  - (c) rest periods with pay of fifteen (15) minutes duration shall be scheduled as close as possible to mid-morning and mid-afternoon of each working day.

### WASH-UP TIME

- A7.04 Labour and Trades employees, Equipment Operations employees, and Equipment Maintenance employees shall be permitted paid wash-up time to a maximum of ten (10) minutes at the conclusion of each shift. In unusual circumstances this period may be extended by the employee's supervisor or officer-in-charge to a maximum of fifteen (15) minutes.
- A7.05 Equipment Operators who are assigned to grader shelters on the MacKenzie Highway System for a period of two (2) days or longer shall receive, in addition to their regular salary, a living allowance of ten dollars (\$10.00) per day. Each grader shelter shall be equipped with two-way radio communication systems which shall be maintained in good operating condition by the Employer.

### WORK CLOTHING AND PROTECTIVE EQUIPMENT

- A7.06 (1) Where the following articles are required by the Employer or the Workers' **Safety & Compensation Commission**:
- (i) Hard hats
  - (ii) Aprons
  - (iii) Welding goggles
  - (iv) Dust protection
  - (v) Eye protection, except prescription lenses
  - (vi) Ear protection
  - (vii) Coveralls
  - (viii) Welding gloves
- (a) The Employer shall supply new employees with the articles of equipment as required;
  - (b) Supply employees moving to another department with the articles of equipment they require and that they do not possess at the time of move.
- (2) Where the following articles are required by the Employer or the Workers' **Safety & Compensation Commission**, the Employer shall replace these articles as required when they are presented worn or damaged beyond repair by an employee, at no cost to the employee:
- (i) Hard hats
  - (ii) Aprons
  - (iii) Welding goggles
  - (iv) Dust protection
  - (v) Eye protection, including safety prescription glasses
  - (vi) Ear protection

- (vii) Coveralls
  - (viii) Welding gloves
- (3) The Employer will maintain a suitable inventory of winter protective clothing to be provided on loan to those employees who are not normally required to work outside or under conditions, which may be damaging to personal clothing.

#### COMPENSATION FOR TOOLS AND EQUIPMENT

- A7.07 (1) The Employer agrees to provide **journeypersons** and Apprentices **who are on strength September 1<sup>st</sup>** with a \$500 per year tool allowance to be included in the employee's first pay in September.
- (2) The Employer also agrees to replace worn out tools used and owned by **journeypersons** and apprentices in the regular performance of their work. Whenever replacement is made, the new tool will be of a similar quality as the initial tool. In situations where highly specialized tools not normally associated with a **journeyperson's** tool kit are required, they will be provided by the Employer, who will retain ownership of them. The Employer shall assist employees in the purchase of tools and equipment used in the performance of their duties to the extent that employees shall be able to purchase these tools and equipment at the Employer's cost price.
- (3) Where an employee suffers a loss of tools or equipment in excess of \$250.00 used by him/her to perform his/her duties through fire or theft while such tools are stored on the Employer's premises or loss of tools or equipment in transit during travel on behalf of the Employer where the employee satisfies the Employer that a loss occurred such tools or equipment will be replaced by the Employer with tools and equipment at equal or similar quality.

#### ADVERSE WEATHER CONDITIONS

- A7.08 Except in emergency conditions, the Employer shall not require an employee to work outside under extreme weather conditions.

## APPENDIX A8

APPRENTICES

A8.01 (1) The following are agreed upon terms and conditions of employment for employees engaged as Apprentices by the Employer:

- (a) The *Apprenticeship, Trade and Occupations Certification Act* and pursuant Regulations shall apply to all apprentices employed by the Employer. A copy of the current Regulations shall be supplied to the apprentice upon appointment.
- (b) The recognized Apprenticeship Training Programs shall be those listed in the "Apprentice Training Schedule" pursuant to the *Apprenticeship, Trade and Occupations Certification Act*.
- (c) Pay increases shall not be automatic but will be based upon levels of certification issued by the Apprentices Branch and shall be effective from the date of certification.
- (d) Apprentice rates will be based on a percentage of step one of the appropriate pay rate as follows:

## Four Year Training Programs

Year 1	<b>60%</b>
Year 2	<b>70%</b>
Year 3	<b>80%</b>
Year 4	<b>90%</b>

## Three Year Training Programs

Year 1	<b>70%</b>
Year 2	<b>80%</b>
Year 3	<b>90%</b>

## Two Year Training Programs

Year 1	<b>80%</b>
Year 2	<b>90%</b>

## One Year Training Programs

Year 1	<b>90%</b>
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- (e) The Employer will pay the Apprentice while attending trade courses in accordance with the Employer's policy regarding financial support while in trade training.

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

## APPENDIX A9

COLLEGE EDUCATORS

- 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 of 7.5 consecutive hours and the work week shall be 37.5 hours, Monday to Friday.

- (b) i. **The annual workload for each Instructor shall be determined by the program manager, who will consult with the Instructor by May 31<sup>st</sup>, whenever possible, to determine 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**
- 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 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.**

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

- (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:**

- i. **One (1) year Training Program**  
**Year one: 90% of Basic Adult Educator Salary**
- ii. **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 one week without teaching hours between courses.**
- (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.**



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 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/Counselors/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 endeavor 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 Educator/Instructor** salaries. The College will annually replenish the fund by an amount equal to 3% of **indeterminate, seasonal or term** full-time **College 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 seven hundred and fifty dollars (\$750) per year per **indeterminate, seasonal or term full-time College Educator/Instructor** to be administered by the Program Heads.
- (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 Educators/Instructors. Expenditures under this paragraph must be formally approved by the Committee.**

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 6 weeks duration;
  - (e) Staff exchange - national or international.
  - (f) **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 6 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 Educator/Instructor** shall be eligible for 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.**
- (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 instructors. The request by an instructor for Educational Leave shall be accompanied by a recommendation by the **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 A9.07:
  - (i) An allowance based on the number of completed years of service of a **College Educator/Instructor** as follows:
    - (a) An allowance of (50%) fifty percent of salary for **College Educators/Instructors** with (3) three completed years of service.

- (b) An allowance of (55%) fifty-five percent of salary for **College Educators/Instructors** with (4) four completed years of service.
  - (c) An allowance of (60%) sixty percent of salary for **College Educators/Instructors** with (5) five completed years of service.
  - (d) An allowance of (65%) sixty-five percent of salary for **College Educators/Instructors** with (6) six completed years of service.
  - (e) An allowance of (70%) seventy percent of salary for **College Educators/Instructors** with (7) seven completed years of service.
  - (f) An allowance of (75%) seventy-five percent of salary for **College Educators/Instructors** with (8) eight completed years of service.
  - (g) An allowance of (80%) eighty percent of salary for **College Educators/Instructors** with (9) nine completed years of service.
- (ii) Where leave is granted for a full academic year of study, the **College 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 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 instructors granted Educational Leave, when:
    - (a) an instructor whose skills become technically obsolete requires retraining to satisfactorily carry out his/her work; and/or
    - (b) an instructor agrees to undertake a full course of studies at the request of the President when qualified persons cannot be recruited to carry out essential work.
    - (c) 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 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 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 Educators/Instructors** not returning to the College must immediately repay all monies, plus accumulated interest (prime plus 2%), paid by the College. **College 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 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 instructor.
- (14) **College 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 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 Educator's/Instructor's** Education Leave application, the **College 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; and
  - (ii) if the **College 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 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 Educator/Instructor** uses his/her annual 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 Educators/Instructors** may be eligible for Summer Session assistance immediately after being hired.
- (18) Term **College 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 Educators/Instructors** using their annual 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 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 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 Educator/Instructor** on Professional Experience Leave, the **College Educator/Instructor** must keep the College informed of his/her salary while on Professional Experience Leave.
- (10) The maximum number of **College 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 Educator/Instructor's** annual salary, the **College Educator/Instructor** shall serve the College for a period of time equal to the time served in Professional Experience Leave.
- (12) A **College Educator/Instructor** not returning to the College must repay all remuneration plus accumulated interest (prime plus 2%) paid by the College. A **College 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 Educator/Instructor** from all liabilities under the terms of this Agreement.

- (14) The College shall assure the **College 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 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 Head of the program.
- (15) **College 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 Educator/Instructor** already has credit. The purpose of this audit shall be to refresh and upgrade the **College Educator/Instructor's** area of expertise.
  - (2) Applications to the Professional Development Committee must be in writing **and recommended by the 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 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 Educator/Instructor** provided that the **College 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 Educator/Instructor** was unable to comply with the time limits specified.
- (3) A **College 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 Educator/Instructor**.
- (4) **College 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 Educator/Instructor** in his/her duties or potential employment within the College, shall be requested through the **program manager and the Campus Director**.

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 Educator/Instructor** and to Aurora College.

- (2) Cost for such courses including accommodation, transportation, tuition, books, etc., upon approval by the **program manager** 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 Educator/Instructor's** duties within his/her respective Department may be **recommended by the program manager 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 INSTRUCTORS REGULATIONS

- A9.12 (1) **College 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 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

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

The following Articles of the Agreement are modified:

## ARTICLE 2

DEFINITIONS

2.01 (f)(i) is amended by adding the following:

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

2.04 "Health Care Practitioner" means an employee in a profession that requires specialized knowledge, skills and abilities and exercises the knowledge, skills and abilities to provide a service related to:

- a) the preservation or improvement of the health of individuals; or
- b) the treatment or care of individuals who are injured, sick, disabled or infirm;

but does not include an employee in a profession that requires specialized knowledge, skills and abilities in the social science field.

## ARTICLE 16

DESIGNATED PAID HOLIDAYS

- 16.03 a) (i) **On April 1 of each year a full-time employee scheduled to work outside the standard hours of work shall be entitled to a designated paid holiday bank equivalent to the number of designated paid holidays as specified in Article 16 in the current fiscal year multiplied by 7.5 hours.**
- (ii) **Banked hours shall be taken at a time mutually agreeable to the Employer and the employee. At the end of the fiscal year any unused banked hours shall be carried over to the next fiscal year.**

- (iii) **When more than one (1) employee requests time off with pay for these purposes and for operational reasons not all employees are granted the leave, length of service with the Employer shall be the sole deciding factor.**
- (iv) **When one employee applies for annual leave and another employee(s) applies for banked hours off under this article, the request of the employee applying for annual leave shall receive first preference.**
- b) **When an employee is required to work on a designated paid holiday as part of the employee's regularly scheduled hours of duty or as overtime when the employee is not scheduled to work, the employee shall be paid in addition to the hours the employee has banked had the employee not worked on the holiday twice (2X) the employee's straight time rate for all hours worked.**
- c) **An employee scheduled to work on a designated paid holiday shall be paid at the applicable overtime rate for all hours worked from 00:01 to 24:00 on the designated paid holiday.**

## ARTICLE 22

### HOURS OF WORK

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

### SHIFT SCHEDULES

- 22.03(a)(ii) (a) Except by mutual agreement, between the Employer and the employee, when an employee's work schedule is revised without five (5) calendar days notice, the employee shall be compensated at the rate of time and one-half (1 1/2) for the first full shift worked on the new schedule. Subsequent shifts worked on the new schedule shall be paid for at the straight time rate.
- (b) Employees shall not be required to work more than seven (7) consecutive shifts of work between days off and it shall be the intent to assign less than the maximum.

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

## ARTICLE 32

### SEVERANCE PAY

The provisions of Article 32 will apply to all employees of Stanton Yellowknife Hospital who were on strength on April 1, 1979, and for this purpose the initial appointment date of employees will be considered to be the employee's taken-on-strength date at Stanton Yellowknife Hospital prior to April 1, 1979. These employees are identified in a list provided by the Hospital to the Union dated October 16, 1979. Employees hired after April 1, 1979 will qualify from their initial appointment date as specified in the Collective Agreement.

#### A10.A

### LAUNDRY POLICY

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

Uniforms and clothing purchased by the employee will not be laundered by the Employer. However, each employee who is required to wear a uniform shall be paid an allowance of **thirty-five dollars (\$35.00)** per month to assist in the purchase and cleaning of the uniforms.

#### A10.B

### MODIFIED WORK WEEK

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

A10.B1. It is recognized that the primary intent of the Modified Work Week (M.W.W.) is to provide personnel working it a compressed work period with no increased cost to the Employer.

A10.B2. There must be mutual agreement to implement and/or continue with the M.W.W., otherwise the contract provisions of hours of work or some other mutually agreeable variation shall be implemented.

A10.B3. Hours of Work

- (1) Regular hours of work for full-time employees exclusive of meal periods shall be:
  - (a) twelve (12) consecutive hours per day.
  - (b) one thousand, nine hundred and fifty (1,950) hours per year.
  - (c) a maximum of four (4) consecutive shifts.
- (2) Regular hours shall be deemed to:
  - (a) include as scheduled by the Employer, three (3) rest periods with pay totaling forty-five (45) minutes during each full working shift of twelve (12) hours; commencing on or about mid-way between starting time and the first meal break, and mid-way between the first and second meal break and mid-way between the second meal break and the end of the shift, or
  - (b) include, as scheduled by the Employer, one rest period, with pay, of fifteen (15) minutes during each partial shift of four (4) hours, or two (2) rest periods, with pay, of fifteen (15) minutes during each partial shift of 7.5 hours, commencing on or about mid-way between starting time and the meal break and mid-way between the meal break and the end of the shift.
  - (c) exclude one meal period of thirty (30) minutes which shall be scheduled by the Employer in a full shift of twelve (12) hours. An employee shall be entitled to one scheduled meal period if the employee works 7.5 hours.

A10.B4. OVERTIME

- (1) Overtime is all time required by the Employer and worked by an employee in excess of twelve (12) hours per day on twelve (12) hour shifts. Overtime worked immediately following or immediately preceding an employee's scheduled shift shall be paid at double time (2T). The Employer will designate an individual who may authorize overtime in all circumstances.

- (2) Overtime shall be paid for all authorized hours worked on scheduled days off in accordance with Article 23 - Overtime.

A10.B5. VACATION LEAVE

- (1) An employee working an extended work day and compressed work week shall be entitled to vacation time off equivalent to that of other employees working the 7.5 hour work day. Upon termination, vacation leave credits shall be paid out on the basis of 7.5 hour days.
- (2) Earned leave will be converted into hours owed and utilized according to the scheduled shift pattern.

A10.B6. DESIGNATED PAID HOLIDAYS

- (1) **On April 1 of each year a full-time employee** working an extended work day and compressed work week **shall be entitled to a designated paid holiday bank equivalent to the number of designated paid holidays as specified in Article 16 in the current fiscal year multiplied by 7.5 hours.**
- (2) **Banked hours shall be taken at a time mutually agreeable to the Employer and the employee. At the end of the fiscal year any unused banked hours shall be carried over to the next fiscal year.**
- (3) **When more than one (1) employee requests time off with pay for these purposes and for operational reasons not all employees are granted the leave, length of service with the Employer shall be the sole deciding factor.**
- (4) **When one employee(s) applies for annual leave and another employee(s) applies for banked hours off under this article, the request of the employee applying for annual leave shall receive first preference.**
- (5) When an employee is required to work on a designated **paid** holiday as part of the employee's regularly scheduled hours of duty or as overtime when the employee is not scheduled to work, the employee shall be paid in addition to the **hours the employee has banked** had the employee not worked on the holiday **twice (2) the employee's straight time rate for all hours worked;**

- (6) An employee scheduled to work on a designated paid holiday shall be paid at the applicable overtime rate for all hours worked from 00:01 to 24:00 on the designated holiday.

A10.B7. SICK LEAVE

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

A10.B8. SPECIAL CLINICAL PREPARATION

- (1) An indeterminate, term or part-time Registered Nurse with special preparation of not less than six (6) months approved by the Employer and who is employed in the special service for which he/she is qualified, will be paid an additional forty (\$40) dollars per month if he/she has utilized the course within four (4) years prior to employment.
- (2) An employee may not qualify for more than one payment under categories in the following Clauses (3), (4), and (5).

- (3) CHA/CNA COURSES

An indeterminate, term or part-time Registered Nurse who has successfully completed the CHA/CNA course Nursing Unit Administration and/or Midwifery course and is employed in a capacity utilizing the course(s) will be paid an additional twenty-five dollars (\$25.00) per month.

- (4) UNIVERSITY PREPARATION

An indeterminate, term or part-time employee who has passed an accredited one year university course approved by the Deputy Head and is employed in a capacity utilizing this course will receive an additional \$50 per month.

- (5) An indeterminate, term or part-time employee who has received a baccalaureate or higher degree approved by the Deputy Head will receive an additional \$100 per month.

**A10.C**                    MEDIVAC/RESCUE/SURVIVAL TRAINING AND EQUIPMENT

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

**A10.D**                    ANNUAL SPECIAL ALLOWANCE

- (a) The annual special allowance for Nurses in nursing positions in one-Nurse nursing stations will be \$9,000.
- (b) The annual special allowance for Nurses in nursing positions in two-Nurse nursing stations will be \$6,000, but will be increased to the rates in (a) for such temporary periods exceeding fourteen calendar days, as the stations are operating with only one Nurse due to staff shortage.
- (c) The annual special allowance for Nurses in nursing positions in three-Nurse nursing stations will be \$4,500.00 but will be increased to the rates in (a) and (b) above for such temporary periods exceeding fourteen (14) calendar days, as the stations are operating with only one or two Nurses respectively, due to staff shortage.

**A10.E**                    MEDIVAC ROSTER

- (1) The Employer shall post a medivac sign-up sheet in a visible location accessible to staff where trained employees may sign up for medivac assignments (medical evacuations and medical escorts).
- (2) The Employer shall establish a roster of trained employees willing to perform medivac assignments.
- (3) When a medivac assignment is necessary and there is no designated medivac nurse available the Employer shall:
  - (a) first, endeavor to assign the assignment to employees on the roster who are on shift, in the order in which they appear on the roster;
  - (b) second, endeavor to assign the assignment to employees on the roster who are not on shift in the order in which they appear on the roster;
  - (c) finally, assign the assignment to employees who are not on the roster.

- (4) The Employer may pass over an employee on the roster if the employee is not qualified for the particular medivac assignment. If an employee is passed over he/she shall remain eligible for the next assignment for which he/she is qualified, and will maintain his/her place on the roster.
- (5) When an employee on the roster takes a medivac assignment this shall be noted on the roster, together with the date of the assignment. If an employee on the roster refuses an assignment this shall also be noted on the roster, and the employee will be treated, for purposes for future entitlement to assignments from the roster, as if he/she had taken the assignment.
- (6) The purpose of the medivac roster is to ensure, as far as practicable, that medivac assignments are distributed equitably amongst staff on the roster who are available for such assignments, subject only to them being qualified for the assignment.

## APPENDIX A11

AIRPORT FIREFIGHTERS

The provisions for shift workers in the Collective Agreement shall apply, except as modified herein.

- The standard yearly hours for Airport Firefighters shall be 2080.
- Shifts shall be scheduled at 8 hours, unless otherwise agreed by the parties in compliance with Article 22.02 (a).
- The parties agree to two consecutive regular scheduled eight-hour shifts on Saturdays and Sundays, paid at 16 hours straight time as per the agreed shift schedule. For these regularly scheduled days only, Article 22.03 (b)(iii) and 22.03 (c) would not apply.
- The Employer agrees to temporarily protect the annual salary of the Airport Firefighters on strength at the signing of this agreement. Employee salaries will be protected effective the 2003/04 fiscal year. They shall receive the annual increase for the 2004/05 fiscal year and their annual rate shall be frozen until such time as the negotiated rate exceeds the protected rate. Individuals not at step six will continue to receive step increases until they reach step six, but will not receive annual increases after the 2004/05 fiscal year until such time as the negotiated rate exceeds the protected rate.

**APPENDIX A12****MARINE WORKERS**

- A12.01** The provisions of the Collective Agreement shall apply to employees operating the ferry services for the Department of Transportation except as modified by the Appendix. In any case where a provision contained in this Appendix conflicts with a provision of the Collective Agreement, the provision contained in this Appendix shall prevail.
- A12.02** Marine workers in term and indeterminate positions are deemed as seasonal employees.
- A12.03** The standard scheduling of regular hours of work for marine workers, for seasonal operations, will be pro-rated for the period of the season based on the yearly hours of 1950.
- A12.04** The daily scheduled hours of work may be up to a maximum of twelve (12) hours. The applicable overtime rates shall apply to shift hours greater than eight (8).
- A12.05** Marine Captains, Marine Engineers, and First Mates, may be scheduled up to a maximum of 28 continuous days of work.
- A12.06** Marine Engineers will be required to report to work one-half hour prior to the first scheduled daily run of the ferry to prepare the vessel and one-half hour after the last daily run of the ferry to shut down the vessel, when operations are not on a continuous 24 hours 7days per week basis. The applicable overtime rate shall apply.
- A12.07** Due to the operational requirements for winter service and the Employer's inability to accurately forecast changing river conditions for ferry operations, the Employer requires flexibility in scheduling employees' hours of work and shift schedules. This may include a decrease in hours of work during the winter months to eight (8) hours per shift, to allow for an additional crew to maintain operations on a 24-hour basis or an increase in hours of work to up to twelve (12) hours to maintain operations on a 24- hours basis. The Employer and the Union agree to waive the 14-day minimum requirement of article 22.03(a)(ii), for the winter operational period only. Where the Employer revises the employee's work schedule, the employee shall be compensated at the rate of time and one-half (1 ½) for the first full shift worked on the new schedule. Subsequent shifts worked on the new schedule shall be paid for at the straight time rate.

**A12.08** Designated paid holidays will be paid based on the employee's normal working day plus double time for all hours worked.

**A12.09** When the Employer supplies tools, the Tool allowance will not be paid.

**A12.10** The Employer agrees to provide the following clothing to employees in Marine operations:

- **Boot allowance in accordance with Article 46.06 at the start of the season**
- **Coveralls, gloves, goggles and appropriate winter wear in accordance with Article 46.**

**A12.11** Deck Hands and Oilers who are unable to return to their home base overnight will be provided with per diems in accordance with Article 45.