

ARTICLE 1

PURPOSE OF AGREEMENT

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

ARTICLE 2

INTERPRETATION AND DEFINITIONS

- 2.01 For the purpose of this Agreement:
- (a) "Alliance" means the Public Service Alliance of Canada.
 - (b) "Allowance" means compensation payable to an employee in addition to his/her base salary.
 - (c) "Bargaining unit" means those employees as set out in Section 41(1.4) (a) of the *Public Service Act*.
 - (d) "Base Salary" means the hourly salary as determined by range and step placement in Appendix B1.
 - (e) (i) "Continuous Employment" and "Continuous Service" means:
 - (1) uninterrupted employment with the Government of the Northwest Territories;

- (2) prior service in the Public Service of the Government of Canada providing an employee was recruited or transferred from the Public Service within three (3) months of terminating his/her previous employment with such government; except where a function of the Federal Government is transferred to the Northwest Territories Government; and
 - (3) prior service with the municipalities and hamlets of the Northwest Territories providing he/she was recruited or transferred within three (3) months of terminating his/her previous employment.
- (ii) With reference to re-appointment of a lay-off, his/her employment in the position held by him/her at the time he/she was laid off, and his/her employment in the position to which he/she is appointed shall constitute continuous employment provided the lay-off occurred subsequent to 1st April 1970.
 - (iii) Where an employee other than a casual employee ceases to be employed for a reason other than dismissal, abandonment of position or rejection on probation, and is re-employed within a period of three months, his/her periods of employment for purposes of sick leave, severance pay, and vacation leave entitlement shall be considered as continuous service in the Public Service.
- (f) "Day of Rest" in relation to an employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of his/her position other than by reason of his/her being on leave of absence.
 - (g) "Demotion" means the appointment by the Employer of an employee for reasons of misconduct, incompetence or incapacity, to a new position for which the maximum pay is less than that of his/her former position.
 - (h) "Department" means a division of the Public Service designated as a department by the Premier, upon the recommendation of the Executive Council.
 - (i) "Dependant" means:
 - (a) The spouse of an employee who is residing with the employee.

- (b) Any child (including step-child or foster child) of the employee who:
- (i) is attending school or is a student at some other institution, and is under 21 years, or
 - (ii) is under 21 years and dependent upon the employee for support, or
 - (iii) is 21 years or older and dependent upon the employee because of mental or physical infirmity.
- (c) Any other person who is permanently residing with the employee and:
- (i) is under 21 years of age and is dependent upon him/her for support, or
 - (ii) is 21 years of age or more and dependent upon him/her by reason of mental or physical infirmity.
- (j) "Deputy Head" means the Deputy Minister of a department, **Superintendent of a divisional education council**, the Chief Executive Officer or President of a board, **authority** or agency, or a person duly appointed as a Deputy Head.
- (k) "Dismissal" means either a rejection on probation pursuant to Section 21 of the *Public Service Act* or a dismissal pursuant to Section 33 of the Act.
- (l) "Effects" include the furniture, household goods and equipment and personal effects of an employee and his/her dependants at the time of his/her move but does not include automobiles, boats, motorcycles, snow-mobiles, trailers, animals, or foodstuffs. However, where a continuing employee is moved from one community to another within the Northwest Territories he/she may include in his/her effects all-terrain vehicles, snowmobiles and foodstuffs.
- (m) "Employee" means a member of the Bargaining Unit and includes:
- (i) a "casual employee" who is a person employed by the Employer for work of a temporary nature pursuant to the provisions of Appendix A5;
 - (ii) an "indeterminate employee" who is a person employed for an indeterminate period;
 - (iii) a "part-time employee" who is an employee who has been appointed to a position for which the hours of work on a continuing basis are less than the standard work day, week or month;

- (iv) a "professional employee" who is an employee appointed to a position in an area of work where there is a requirement for a highly developed or specialized body of knowledge acquired through University education or a member of a group governed or regulated by a professional body; and
 - (v) a "relief employee" is an employee appointed to a position 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 operations where services operate on a daily basis throughout the entire year.
 - (vi) a "seasonal employee" who is an employee appointed to a position which is not continuous throughout the year but recurs in successive years;
 - (vii) a "term employee" who is a person other than a casual or indeterminate employee who is employed for a fixed period in excess of four (4) months and includes employees hired as a leave replacement, employees hired in relation to programs of a fixed duration or without ongoing funding, or employees hired in relation to or in support of training.
- (n) "Employer" means the Government of the Northwest Territories as represented by the Minister responsible for the *Public Service Act* or his/her designate.
 - (o) "Fiscal Year" means the period of time from April 1 in one year to March 31 in the following year.
 - (p) "Grievance" means a complaint in writing that an employee, group of employees, or the Union submits to management, to be processed through the grievance procedure.
 - (q) "Headquarters" when modified by the word "employees" means the settlement in which the employee's position is located. In other contexts it may refer to the Regional Headquarters or the Governmental Headquarters in Yellowknife.
 - (r) "Holiday" means the twenty-four (24) hour period commencing at 12:01 A.M. of a day designated as a paid holiday in this Agreement.

- (s) "Lay-Off" means an employee whose employment has been terminated because of lack of work or because of the discontinuance of a function and who is suitable for continued employment in the Public Service. Lay-Off does not mean an employee whose employment has been terminated because of a transfer of the work or function to another employer where the employee is offered employment with the new employer.
- (t) "Leave of Absence" means absence from duty with the Employer's approval.
- (u) "Manager" means an employee responsible for planning, organizing, coordinating, directing and controlling the use of human resources, material and money.
- (v) "May" shall be regarded as permissive and "shall" and "will" as imperative.
- (w) "Overtime" means work performed by an employee in excess of or outside of his/her regularly scheduled hours of work.
- (x) "Point of Departure" means:
 - (i) Montreal - for all communities in the Baffin Region.
Winnipeg - for all communities in the Keewatin Region.
Edmonton - for all communities in the Kitikmeot, Inuvik and Fort Smith Regions and Yellowknife Headquarters.
 - (ii) The point of departure for each community in the above regions shall remain in effect for the term of this Collective Agreement notwithstanding any regional reorganization.
- (y) "Probation" means a period of six (6) months from the day upon which an employee is first appointed to, **transferred** or promoted within the Public Service of the Northwest Territories except that for an employee first appointed to a position at Pay Level 13 or higher, it shall be a period of one (1) year. 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.
- (z) "Promotion" means the appointment of an employee to a new position where the position to which the employee is appointed is at a higher pay range than the position the employee formerly occupied.

- (aa) "Public Service" means the Public Service of the Northwest Territories, as defined in the *Public Service Act*.
- (bb) "Rates of Pay"
 - (i) "weekly rate of pay" means **for the purposes of Articles 21.04(c), 21.05, 32.02, 32.05, 32.06 and 32.08**, an employee's **hourly rate of pay multiplied by 37.5 or 40 hours. In the case of part time, relief and casual employees, the weekly rate of pay will be based on the average weekly hours calculated over the previous six (6) months of employment.**
 - (ii) "daily rate of pay" means **for the purposes of Articles 22.17 and A9.02 (b)**, an employee's **hourly rate of pay multiplied by 7.5 or 8 hours, pro-rated for part time and casual employees. In the case of relief employees, daily rate of pay means an employee's hourly rate of pay multiplied by the standard daily hours of work for similar fulltime positions.**
 - (iii) "hourly rate of pay" means an employee's **hourly** rate of pay **specified in Appendix B1.**
 - (iv) "annual rate of pay" means an employee's hourly rate of pay multiplied by the employee's standard yearly hours of work.
- (cc) "Reasonable Job Offer" means an offer of indeterminate employment within the Public Service, normally at a pay level equal to or greater than the employee's current level. Where practicable, a reasonable job offer shall be within the employee's headquarters.
- (dd) "Spouse" means a person, regardless of gender, who:
 - a) is married to an employee, or
 - b) has lived together in a conjugal relationship outside of marriage with an employee and the employee represents that person as his or her spouse.
- (ee) "Transfer" means the appointment of an employee to a new position, that is evaluated within the same pay range as the employee's former position.
- (ff) "Union" means Union of Northern Workers.

- (gg) "Union Membership Fees" means the fees established pursuant to the By-Laws of the Union as the fees payable by the members of the Bargaining Unit, and shall not include any initiation fee, insurance premium, or special levy.
- (hh) "Union Representative" means an employee who has been elected or appointed as an area steward or who represents the Union at meetings with management and who is authorized to represent the Union.
- (ii) "Voluntary Reassignment" is when an employee accepts a different position where the maximum rate of pay is less than his/her present rate of pay.
- (jj) "Voluntary Separation" means:
 - (i) an employee whose employment has been terminated and whose position is filled by another employee who was about to be or has been given a lay-off notice or who has been laid-off and is on the priority list as a result of a lay-off.
 - (ii) an employee whose position has been transferred to a new community and the employee chooses not to transfer with the position.
- (kk) "Week" for the purposes of this Agreement shall be deemed to commence at 12:01 A.M. on Monday and terminate at midnight on Sunday.

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

- (a) if defined in the *Public Service Act* or in the Regulations made thereunder, or in the *Union of Northern Workers' Act*, have the same meaning as given to them in those Acts; and
- (b) if defined in the *Interpretation Act*, but not defined in the Acts mentioned in paragraph (a) above, have the same meaning as given to them in the *Interpretation Act*.

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

ARTICLE 3

RECOGNITION

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

DISCRIMINATION

- 3.02 The Employer and the Union agree that there shall be no discrimination, interference, restriction, harassment or coercion exercised or practiced with respect to any employee by reason of age, sex, race, colour, creed, national or ethnic origin, marital status, family status, sexual orientation, disability, **gender identity**, conviction for which a pardon has been granted, religious or political affiliation, or any other grounds proscribed by applicable legislation, by reason of Union membership or activity, nor by exercising their rights under the Collective Agreement.

ARTICLE 4

APPLICATION

- 4.01 The provisions of this Agreement apply to the Union, the employees and the Employer.
- 4.02 Part-time employees shall be entitled to all eligible benefits provided under this Agreement except as limited by the eligibility provisions of the Public Service Health Care Plan, the Superannuation/Disability Insurance Plan and the Dental Plan in the same proportion as their yearly hours of work compared to the standard yearly hours of work for their position.
- 4.03 An employee may occupy more than one position.
- 4.04 An employee appointed to a position may also be employed as a casual employee. An employee may occupy more than one casual assignment.

ARTICLE 5

STATE SECURITY

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

FUTURE LEGISLATION

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

CONFLICT OF PROVISIONS

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

ARTICLE 6

STRIKES AND LOCKOUTS

- 6.01 During the term of this Collective Agreement there shall be no lockouts by the Employer and no interruption or impeding of work, work stoppage, strike, sit-down, slow-down, or any other interference with production by any employee or employees.

ARTICLE 7

MANAGERIAL RESPONSIBILITIES

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

ARTICLE 8

RESTRICTION ON OUTSIDE EMPLOYMENT

- 8.01 (1) When an employee wishes to carry on any business or employment outside his/her regularly scheduled hours of duty he/she shall notify the Employer in writing of the nature of such business or employment.

- (2) When the Employer desires to prohibit an employee's engagement in business or employment outside his/her regularly scheduled hours of duty such employee will be notified in writing together with the reason for withholding such permission.

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

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

ARTICLE 9

EMPLOYER'S DIRECTIVES

9.01 The Employer shall provide the Union with a copy of all Personnel Directives or other such instruments within thirty (30) days of issuance.

ARTICLE 10

UNION ACCESS TO EMPLOYER PREMISES

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

10.02 The reasons for access to work premises pursuant to Article 10.01 above shall include, but not be limited to, the following:

- (a) meetings with employees,
- (b) orientation of new employees,
- (c) distributing information to employees,
- (d) health and safety activities.

ARTICLE 11

APPOINTMENT OF REPRESENTATIVES

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

ARTICLE 12

TIME-OFF FOR UNION BUSINESSARBITRATION HEARINGS (Disputes) & MEDIATION

- 12.01 (a) Upon reasonable notification, the Employer will grant leave with pay to a reasonable number of employees representing the Union before an Arbitration hearing or at mediation.
- (b) Employee Called as a Witness
- Upon reasonable notification, the Employer will grant leave with pay to an employee called as a witness before an Arbitration hearing.
- 12.02 (a) The Employer will grant leave with pay to an employee who is a party to the grievance, which is before an Arbitration Board.
- (b) Employee Who Acts as a Union Representative
- Upon reasonable notification, the Employer will grant leave with pay to the Union Representative of an employee who is a party to the grievance.
- (c) Employee Called as a Witness
- Upon reasonable notification, the Employer will grant leave with pay to a witness called by an employee who is a party to the grievance.

CONTRACT NEGOTIATIONS MEETINGS

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

PREPARATORY CONTRACT NEGOTIATIONS MEETINGS

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

MEETINGS BETWEEN EMPLOYEE ORGANIZATIONS AND MANAGEMENT

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

EMPLOYEE ORGANIZATION, EXECUTIVE COUNCIL MEETINGS,
CONGRESS AND CONVENTIONS

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

UNION REPRESENTATIVES TRAINING COURSE

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

TIME OFF FOR UNION REPRESENTATIVES

- 12.08 (a) A Union Representative shall obtain the permission of his/her immediate supervisor before leaving his/her work to investigate a grievance, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld.
- (b) The Union Representative shall make every reasonable effort to report back to his/her supervisor before resuming his/her normal duties.
- (c) Where an employee and his/her **Union** Representative are involved in the process of a grievance, he/she shall be granted time off with pay.

LEAVE FOR ELECTED OFFICERS

- 12.09 (a) (i) Upon the request of the Union, employees elected as President or Vice-Presidents of the Union shall be granted leave of absence for the term of office. During the leave of absence such employees shall maintain all accumulated rights and benefits to which they are entitled under the Collective Agreement.
- (ii) Upon reasonable notification, the Employer shall grant leave without pay to a Union representative seconded for a minimum period of one week to serve as President of the Union on a temporary basis.
- (b) The Employer shall continue to pay such employees their applicable salary in accordance with the terms of the Collective Agreement **plus any additional amounts as advised by the Union**. Upon invoice by the G.N.W.T., the Union shall reimburse the Employer for the amounts so paid.
- (c) The benefits of any group plan shall be extended to such employees and the Union will reimburse the Employer for any costs involved.
- (d) Such employees shall continue to receive salary increments during their leave of absence to **the maximum step** of the applicable pay range for their position.
- (e) Such employees shall advise the Employer as soon as possible when an extension of the leave of absence is applicable due to re-election.
- (f) Upon termination of their leave of absence such employees shall be offered as a minimum the position they held with the Employer in the same work site and community before they commenced the leave of absence. When such employees wish to invoke this clause of the Collective Agreement they shall provide the Employer with a three month notice of their intent to do so.
- (g) Notwithstanding Clause 12.09(f), the Employer may make an offer of employment to such employees to a position inside the Bargaining Unit should such employees bid on a competition and be the successful candidate.
- 12.10 Upon reasonable notification, the Employer will grant leave without pay to allow the PSAC Regional Executive Vice-President to perform his/her duties.
- 12.11 The Employer shall grant time off with pay to:
- (a) An employee who is party to a staffing or a job evaluation appeal.

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

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

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

12.13 Time Off for Special Projects

Upon reasonable notification, the Employer may grant leave without pay, for a minimum of three weeks, to employees to work on special projects on behalf of the Union. Such leave shall not be unreasonably withheld.

12.14 **Where an Employee is on leave without pay under this Article, except for leave under 12.09:**

- (a) **the Employer shall continue to pay for such employees their applicable salary in accordance with the terms of the Collective Agreement. Upon invoice by the GNWT, the Union shall reimburse the Employer for the amounts so paid; and**
- (b) **the benefits of any group plan shall be extended to such employees and the Union will reimburse the Employer for any costs involved.**

ARTICLE 13

CHECK OFF

- 13.01 Effective the first of the month following the signing of this Agreement, the Employer will, as a condition of employment, deduct an amount equal to the amount of membership dues from the pay of all employees in the Bargaining Unit.
- 13.02 The Union shall inform the Employer in writing, at least 6 weeks in advance of the effective date, of the authorized deduction to be checked off for each employee within the Bargaining Unit.

- 13.03 For the purpose of applying Clause 13.01, deductions from pay for each employee will occur on a bi-weekly basis and will apply to the extent that earnings are available. Where an employee does not have sufficient earnings in respect of any bi-weekly period to permit deduction, the Employer shall not be obligated to make such deductions from subsequent salary.
- 13.04 From the date of signing, and for the duration of this Agreement, no employee organization other than the Union shall be permitted to have membership fees deducted by the Employer from the pay of the employees in the Bargaining Unit.
- 13.05 The Union shall inform the Employer in writing of the authorized deduction for PSAC Group Life Insurance premiums for each employee who participates in the PSAC Group Life Insurance Plan, and the Employer shall make the authorized deduction from the participating employee's pay.
- 13.06 The amounts deducted in accordance with Clauses 13.01 and 13.05 shall be remitted to the Comptroller of the Alliance, by cheque, within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.
- 13.07 The Employer agrees to continue past practice of making deductions for other purposes on the basis of the production of appropriate documentation.
- 13.08 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer.
- 13.09 The Employer agrees to identify annually on each employee's T-4 slip the total amount of Union dues deducted for the preceding year.

ARTICLE 14

INFORMATION

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

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

- (2) The Employer agrees to provide the Union with **monthly** staff movement reports in a form mutually agreed to between the Union and the Employer.
- 14.02 The Employer shall provide each employee with a copy of the Collective Agreement.
- 14.03 The Employer agrees to provide each new member of the Bargaining Unit with a copy of the Collective Agreement upon his/her appointment.
- 14.04 The Employer shall provide a translated version of the Collective Agreement in one of the official languages of the Northwest Territories, as requested by an employee. In the event of any dispute concerning a proper interpretation of any provision of this Agreement the English version shall govern.
- 14.05 The Employer shall provide the Union with a monthly report of all positions excluded from the Bargaining Unit as per criteria 41(1.7) of *the Public Service Act*. This report shall include position number, position title, settlement code and the names of the employees. In addition, the Employer shall provide the Union with a monthly report of all employees that were included or excluded from the bargaining unit during that month. This report shall include employees' names, position number, position title, settlement code, position descriptions and exclusion criteria for those employees in positions not specifically named in the Act (i.e., 41(1.7)(a), 41(1.7)(d-legal officer), and 41(1.7)(h).

ARTICLE 15

PROVISION OF BULLETIN BOARD SPACE AND OTHER FACILITIES

- 15.01 The Employer and the Union agree that it is in the interests of both parties to have an informed membership and to this end the Employer shall provide reasonable bulletin board space in each work location clearly identified for exclusive Union use for the posting of notices pertaining to elections, appointments, meeting dates, minutes of Union meetings, news items and social and recreational affairs.
- 15.02 The Employer may make available to the Union specific locations on the premises for the placement of bulk quantities of literature of the Alliance or of the Union.
- 15.03 Upon the request of a Union Representative, the Employer shall make available to the Union and the members of the Bargaining Unit a suitable meeting room for each local or branch to be used from time to time for the conducting of business relating to the Bargaining Unit, where suitable accommodation is not otherwise available, and where the Employer has a suitable meeting room available.

- 15.04 (a) The Employer will process any mail originating from the Union addressed to Union officers in accordance with the Employer's normal internal mail distribution system.
- (b) The Employer will process any mail originating from the Union officers and addressed to the Union head office in Yellowknife in accordance with the Employer's normal internal mail distribution system.
- 15.05 A representative of the Union shall have the right to meet with new employees in the employee's community to make a presentation of up to 60 minutes. Employees shall be granted leave with pay to attend these meetings.

ARTICLE 16

DESIGNATED PAID HOLIDAYS

- 16.01 (1) The following days are designated paid holidays for employees covered by this Collective Agreement:
- (a) New Year's Day;
 - (b) Good Friday;
 - (c) Easter Monday;
 - (d) The day fixed by proclamation of the Governor in Council for the celebration of the Birthday of the Sovereign;
 - (e) National Aboriginal Day, or for those employees working and normally residing in Nunavut, Nunavut Day;
 - (f) Canada Day;
 - (g) The first Monday in August;
 - (h) Labour Day;
 - (i) The day fixed by Order of the Government of the Northwest Territories as a general day of Thanksgiving;
 - (j) Remembrance Day;
 - (k) Christmas Day;
 - (l) Boxing Day; and

- (m) 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.
 - (2) Where the Employer agrees to provide the majority of employees in any community with time off in support of a community function, those employees who are unable to take advantage of the time off because of operational requirements will be paid at the overtime rate for hours worked during that period.
- 16.02 Article 16.01 does not apply to an employee who is absent without pay on both the working day immediately preceding and the working day following the Designated Paid Holiday, except with the approval of the Employer or where leave has been granted under Article 12.

HOLIDAY FALLING ON A DAY OF REST

- 16.03 When a day designated as a holiday under Clause 16.01 coincides with an employee's day of rest, the holiday shall be moved to the employee's first working day following his/her day of rest.
- 16.04 When a day designated as a holiday for an employee is moved to another day under the provisions of Clause 16.03:
- (a) work performed by an employee on the day from which the holiday was moved shall be considered as work performed on a day of rest; and
 - (b) work performed by an employee on the day to which the holiday was moved, shall be considered as work performed on a holiday.
- 16.05 When the Employer requires an employee to work on a Designated Paid Holiday as part of his/her regularly scheduled hours or as overtime when he/she is not scheduled to work he/she shall be paid in addition to the pay that he/she would have been granted had he/she not worked on the holiday:
- (a) Twice (2) his/her hourly rate for all hours worked,
- or
- (b) An equivalent combination of cash and a day of leave at a later date convenient to both the employee and the Employer.
- 16.06 Where a day that is a designated holiday for an employee falls within a period of a leave with pay, the holiday shall not count as a day of leave.

- 16.07 At the request of the employee, and where the operational requirements of the service permit, an employee shall not be required to work both Christmas and New Year's Day.
- 16.08 All regularly scheduled shift hours worked by employees between 5:00 P.M. December 24 and 12:01 A.M. the day following, or 5:00 P.M. December 31 and 12:01 A.M. the day following, will be paid in accordance with Clause 16.05.

ARTICLE 17

LEAVE - GENERAL

- 17.01 When the employment of an employee who has been granted more vacation, sick or special leave with pay than he/she has earned is terminated, the employee shall be considered to have earned that amount of leave with pay granted to him/her provided that:
- (a) an employee's employment is terminated by his/her death;
 - (b) an employee's employment is terminated by lay-off instituted at any time after he/she has completed one (1) or more years of continuous employment.
- 17.02 When an employee is in receipt of an extra allowance and is granted leave with pay, he/she is entitled during his/her period of leave to receive the allowance if the special or extra duties in respect of which he/she is paid the allowance were assigned to him/her on a continuing basis.
- 17.03 During the month of May in each year, the Employer shall inform each employee in the Bargaining Unit in writing of the balance of his/her special, sick and vacation leave credits as of the 31st day of March.
- 17.04 If, at the end of the fiscal year, an employee's entitlement to vacation leave with pay includes a fractional entitlement the entitlement shall be increased to the next hour.
- 17.05 Any public servant who is recruited from the Public Service of Canada will receive credit for all sick leave and special leave credits earned but not taken by him/her in his/her Public Service prior to joining the Public Service of the Northwest Territories.
- 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 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.

- (iii) The employee shall not be considered as being on vacation leave, special leave or time off in lieu of overtime during any period in respect of which he/she is entitled under 17.06(i) or (ii) above to be reimbursed for reasonable expenses incurred by him/her. The appropriate leave shall be restored to the appropriate leave bank, in accordance with 17.06(i) or (ii).
- (iv) For the purposes of this clause vacation leave, special leave and time off in lieu of overtime shall include:
 - (a) any period of mandatory leave **with** pay,
 - (b) leave under clause 18.08, and
 - (c) days granted in lieu of designated paid holidays that are taken concurrent with vacation leave, special leave or time off in lieu of overtime.

17.07 An employee's leave request shall not be denied based solely on the Employer incurring additional overtime costs.

17.08 Effective April 1, 2011

All leave will be earned hourly based on the earning rates identified in the individual leave clauses. Leave will accrue on all regular hours, paid vacation leave, paid sick leave, paid special leave hours, and union leave with or without pay except for leave under Article 12.09. Leave will also accrue on earned lieu time taken, designated paid holidays taken and on mandatory leave with pay days taken. This provision applies to all employee types and all types of paid leave.

ARTICLE 18

VACATION LEAVEACCUMULATION OF VACATION LEAVE

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

- 18.01 (1) For each hour that an employee receives pay he/she shall earn vacation leave at the following rates:

Years of Service	Hourly Entitlement
0-2 years	0.063462
2-7 years	0.082616
7-15 years	0.096000
15-20 years	0.115385
20 + years	0.134770

The time to which this applies is set out in Article 17.08.

- (2) The accumulated service for part-time **and seasonal** employees shall be counted for the improved vacation leave entitlements in section (1) of this Article.
- (3) (a) 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.

GRANTING OF VACATION LEAVE

- 18.02 (1) In granting vacation leave with pay to an employee, the Employer shall make every reasonable effort:
- (a) to schedule vacation leave for all employees in the fiscal year in which it is earned;
 - (b) not to recall an employee to duty after he/she has proceeded on vacation leave;
 - (c) to grant the employee his/her vacation leave during the fiscal year in which it is earned at a time specified by him/her;
 - (d) to comply with any request made by an employee before January 31, that he/she be permitted to use in the following fiscal year any period of vacation leave of four (4) days or more earned by him/her in the current year.
 - (e) (i) to grant the employee vacation leave for at least up to five (5) consecutive weeks depending upon his/her vacation entitlements when so requested by the employee; and
 - (ii) to grant employees their vacation leave preference and, where as between two or more employees who expressed a preference for the same period of vacation leave, length of service with the Government of the Northwest Territories will prevail;
 - (iii) where the operational requirements of the service are such that an employee is not permitted to take his/her vacation leave during the specific period requested in one fiscal year, **the employee will be given priority over all employees including those with greater length of service in considering that employee's request for vacation** during the specific period requested by the employee in the next fiscal year, **and with priority over the application of (ii)**;

- (f) to grant the employee his/her vacation leave when specified by the employee if the period of vacation leave is less than a week, providing the employee gives the Employer reasonable advance notice.
- (2) The Employer shall approve or disapprove the request for vacation leave submitted by the employee as soon as possible, but no later than two (2) weeks after the request has been received. In those work locations where the Employer has notified the Union in writing that advance scheduling leave of vacation leave will occur, this two week period shall commence on the date designated by the Employer as the deadline for submission of vacation leave applications for the purpose of advance scheduling.
- (1) Where the Employer has proposed to change, reduce or deny the vacation leave requested by the employee, the Employer shall provide the employee with the reasons, in writing, for such change, reduction or denial of vacation leave, within the two (2) week period noted in Article 18.02 (2) above.
 - (2) Where the Employer has proposed to change, reduce or deny the vacation leave requested by the employee, the Employer shall provide the employee with the reasons, in writing, for such change, reduction or denial of vacation leave, within the two (2) week period noted in Article 18.02 (2) above.
 - (4) **Where an employee has medical travel under Article 20.10 or duty travel under Article 45 which has been approved, vacation leave for a coincident period may be approved, provided the employee can demonstrate no increased cost or administrative burden to the employer. Employees will be solely responsible for any vacation related costs should the medical or duty travel subsequently be cancelled or rescheduled.**

18.03 Where in respect of any period of vacation leave, an employee:

- (a) is granted special leave, when there is a death in his/her immediate family as defined in Article 19; or
- (b) is granted special leave with pay because of illness in the immediate family as defined in Article 19; or
- (c) is granted sick leave on production of a medical certificate;

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

CARRY-OVER PROVISIONS

- 18.04 Normally, employees will not be permitted to carry over more vacation leave credits than can be earned in one (1) fiscal year. Vacation leave credits exceeding a one (1) year entitlement will be liquidated in cash in the month of **June**. However, in situations where an employee's vacation leave has been denied due to operational requirements, the employee shall be permitted to carry over that period of vacation leave in addition to the one (1) year of accrued vacation leave credits.

LEAVE WHEN EMPLOYMENT TERMINATES

- 18.05 Where an employee dies or otherwise terminates his/her employment:
- (a) The employee or his/her estate shall, in lieu of earned but unused vacation leave, be paid an amount equal to the product obtained by multiplying the number of hours of earned but unused vacation leave by the hourly rate of pay applicable to the employee immediately prior to the termination of his/her employment, or
 - (b) the Employer shall grant the employee any vacation leave earned but not used by him/her before the employment is terminated by lay-off if the employee so requests because of a requirement to meet the minimum service requirements for severance pay.
- 18.06 An employee whose employment is terminated by reason of a declaration that he/she abandoned his/her position is entitled to receive the payment referred to in Clause 18.05. If after reasonable efforts the Employer is unable to locate the employee within 6 months of termination, his/her entitlement shall lapse.
- 18.07 Where an employee other than a casual ceases to be employed for a reason other than dismissal, abandonment of position or rejection on probation and is re-employed, his/her completed years of prior employment shall be considered continuous service under Article 18.01(1).
- 18.08 (a) An employee who has requested and is granted **vacation** leave between October 1 and March 31 of any year shall, in addition to his/her vacation leave entitlement receive one (1) day of extra leave when he/she liquidates five (5) consecutive days of **vacation** leave within the above days; and one (1) more day when he/she liquidates at least an additional five (5) consecutive days of **vacation** leave; and one (1) more day when he/she liquidates at least an additional five (5) consecutive days of **vacation** leave; and one (1) more day when he/she liquidates at least an additional five (5) consecutive days of **vacation** leave. No employee may receive more than four (4) extra days in any one fiscal year. Extra leave days must be taken at the same

time as **vacation** leave. There will be no carry-over of these **extra leave** days.

- (b) Where an employee applies for leave during the period of October 1 and March 31; and
 - (i) the leave application was received prior to December 15th; and
 - (ii) the leave was denied; and
 - (iii) the employee was prohibited from taking leave during the entire period from the date the leave form was submitted until March 31st

the employee shall be granted the equivalent number of extra days they would have received had the original leave application been approved in accordance with 18.08(a).

- (c) **Notwithstanding clause 16.06, in cases where a designated paid holiday falls within the period of vacation leave it shall be considered a day of liquidated vacation leave for determining the entitlement to the extra leave days under this clause.**

ARTICLE 19

SPECIAL LEAVE

CREDITS

- 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)

SPECIAL LEAVE

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

ADVANCE OF CREDITS

19.05 Where an employee has insufficient credits to permit the granting of special leave, the leave may be granted at the Employer's discretion. The employee's special leave bank shall not be more than six (6) days in arrears.

- 19.06 Employees shall be granted special leave with pay for time lost through quarantine when the employee provides the Employer with a medical certificate to that effect.
- 19.07 The provisions of this Article do not apply to an employee who is on leave of absence without pay, or under suspension.

ARTICLE 20

SICK LEAVE

CREDITS

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

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

- 20.03 Unless otherwise informed by the Employer an employee must **make** a statement stating that because of his/her illness or injury he/she was unable to perform his/her duties.
- 20.04 The Employer shall only require a variation beyond the basic requirement described in 20.03, in the form of a medical certificate from a medical or nurse practitioner, where there is a demonstrated and reasonable basis for doing so.
- 20.05 Where leave of absence without pay is authorized for any reason, or an employee is laid-off because of lack of work, and the employee returns to work upon expiration of such leave of absence or lay-off, he/she shall earn sick leave credits for each month in which he/she worked at least ten (10) days and shall retain any unused sick leave existing at the time of lay-off or commencement of leave without pay.

Effective April 1, 2011 amend 20.05 to read:

Where leave of absence without pay is authorized for any reason, or an employee is laid-off because of lack of work, and the employee returns to work upon expiration of such leave of absence or lay-off, he/she shall retain any unused sick leave existing at the time of lay-off or commencement of leave without pay.

- 20.06 In circumstances where sick leave would be authorized but the employee has insufficient or no sick leave credits, at the discretion of the Employer, he/she shall be granted sick leave in advance to a limit of fifteen (15) days, which shall be charged against future credits as earned. If the employee dies before authorized unearned sick leave has been liquidated, no recovery shall be made from the employee's estate.
- 20.07 An employee is not eligible for sick leave with pay for any period during which he/she is on leave of absence without pay or under suspension.
- 20.08 When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for a concurrent period, there shall be no charge against his/her sick leave credits for the period of concurrency.

TRANSPORTATION TO A MEDICAL CENTRE

- 20.09 (a) Where an employee or an employee's dependant is required to travel from his/her place of residence in the N.W.T. to secure medical treatment, traveling expenses incurred will be reimbursed subject to the following provisions:
- (i) Payment shall not exceed the cost of return transportation to the point of departure or the nearest place where adequate treatment is available (whichever results in the lesser expense) accommodation and meal costs, in accordance with Article 20.09(b).
 - (ii) Where, due to inclement weather conditions, or to circumstances completely beyond an employee's control, his/her travel to the centre where treatment is to be provided is interrupted, the enroute accommodation and meals will be reimbursed in accordance with Article 20.09(b).
 - (iii) Payment shall not be made unless the claim is supported by a certificate from a qualified medical practitioner stating that the treatment (including dental) was non-elective and required for the health of the patient and could not be provided by the facilities or services available at the community in which the employee is resident.
- (b) The following expenses, supported by an expense claim with receipts, will be reimbursed:
- (i) taxi fare for required travel. (Airport shuttle bus must be used if feasible)
 - (ii) the most economical airfare, or mileage in accordance with Article 45.11(a)(ii)
 - (iii) up to 25 days hotel accommodation and meal/incidental costs in accordance with Article 45.04 and 45.05. **Reimbursement of accommodation costs and meal/incidental costs are not applicable to periods spent in a treatment facility.**
 - (iv) up to a maximum of fifty dollars (\$50.00) per day for accommodation, meals and local transportation expenses for any periods beyond twenty-five (25) days, and not to exceed forty (40) days.

- (v) **When travel is by privately owned car and the total cost of the trip, including the per diem rate for meals and incidentals and lodging expenses, exceeds the cost of the same journey by ordinary commercial means, reimbursement shall be limited to the commercial cost.**
- (c) (i) Where a qualified medical practitioner certifies that it is necessary for an employee or his/her dependent to be accompanied by some other person, the Employer shall approve the reimbursement of expenses for this person as set out in Article 20.09(b).
- (ii) When someone other than a medical attendant or person designated by Health and Social Services accompanies the employee or his/her dependant, where applicable, he/she shall be the spouse, the parent or another person designated by the employee.
- (d) In the case of an employee being the non-medical escort for a member of his/her immediate family, the employee may be granted special leave. Such leave will not be unreasonably denied. Travel time, as defined under Clause 20.10, will not be granted for this non-medical escort duty.
- (e) The employee completes an application for travel assistance under a group surgical or medical plan to which the Employer and the employee share the premium and a form assigning any payment under the group surgical or medical plan to the Employer to the extent that costs for travel have been paid by the Employer under this Article.
- (f) This provision shall apply to an employee's dependants where the employee has declared in a notarized statement that this benefit is not provided to the employee's dependants by the Government of the Northwest Territories or by another employer.

TRAVEL TIME

- 20.10 Every employee who is proceeding to a medical centre under the provisions of Clause 20.09 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 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 LEAVECOURT LEAVE

- 21.01 Leave of absence with pay shall be given to every employee, other than an employee on leave of absence without pay or under suspension, who is required:
- (a) to serve on a jury and the jury selection process; or
 - (b) by subpoena or summons to attend as a witness in any proceeding held:
 - (i) in or under the authority of a court of justice or before a grand jury;
 - (ii) before a court, judge, justice, magistrate, or coroner;
 - (iii) before the Senate or House of Commons of Canada, or a committee of the Senate or House of Commons, other than in the performance of the duties of his/her position;
 - (iv) before the Executive Council or Legislative Assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it;
 - (v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.
 - (c) by law to attend a proceeding under the **Youth Criminal Justice Act (Canada)** concerning a dependent.

INJURY ON DUTY LEAVE

- 21.02 An employee shall be granted injury-on-duty leave with pay for such reasonable period as may be determined by the Employer where it is determined by a Workers' **Safety & Compensation Commission** that he/she is unable to perform his/her duties because of:
- (a) personal injury accidentally received in the performance of his/her duties and not caused by the employee's willful misconduct; or
 - (b) sickness resulting from the nature of his/her employment; or

- (c) over-exposure to radioactivity or other hazardous conditions in the course of his/her employment;

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

**LEAVE IN EMERGENCY OR
UNUSUAL CIRCUMSTANCES**

- 21.03 Notwithstanding any provisions for leave in this Agreement, the Employer may grant leave of absence with or without pay to an employee in emergency or unusual circumstances.

MATERNITY LEAVE WITHOUT PAY

- 21.04 (a) (i) An employee who becomes pregnant shall notify the Employer in writing at least four (4) weeks prior to the expected date of the commencement of maternity leave without pay and, subject to Section (ii) of this Clause, shall be granted leave without pay for a period of seventeen consecutive weeks commencing at any time during the seventeen week period prior to the expected date of delivery. The employee may apply to a benefits administrator and she shall be given, within one week of application, a clear understandable information package and counselling about maternity leave requirements and benefits.
- (ii) The Employer may:
- (a) upon written request from the employee, defer the commencement of maternity leave without pay of an employee or terminate it earlier than seventeen consecutive weeks from the commencement of her leave without pay;
- (b) grant maternity leave without pay to an employee to commence earlier than seventeen (17) weeks before the expected date of delivery;
- (c) where maternity leave without pay is requested, require an employee to submit a medical certificate certifying pregnancy.
- (iii) Leave granted under this Article shall be counted for the calculation of "continuous employment" and "continuous service".

- (b) (i) After completion of 6 months continuous employment, with the Employer, an employee who provides the Employer with proof that she has applied for and is in receipt of employment insurance benefits pursuant to the maternity benefit portion of the *Employment Insurance Act*, shall be paid a maternity leave allowance in accordance with this Article.
 - (ii) An applicant under Clause 21.04(b)(i) shall sign an agreement with the Employer providing:
 - (a) that she will return to work and remain in the Employer's employ for a period of at least six (6) continuous months after her return to work;
 - (b) that she will return to work on the date of the expiry of her maternity leave, unless this date is modified with the Employer's consent.
 - (iii) Should the employee fail to return to work, except by reason of death, disability or lay-off as per the provision of Clause 21.04(b)(ii), the employee recognizes that she is indebted to the Employer for the amount received as Maternity allowance. Should the employee not return for the full six months, the employee's indebtedness shall be reduced on a prorated basis.
 - (iv) No employee shall be laid off, transferred or relocated while on, or within six (6) months of his/her return, from maternity or parental leave without the consent of the employee, the employer and the union.
- (c) In respect of the period of maternity leave, maternity leave allowance payments made will consist of the following:
- (i) For the first two (2) weeks, payments equivalent to 93% of her weekly rate of pay in effect on the day immediately preceding the commencement of the maternity leave. For up to a maximum of an additional 15 weeks, payments equivalent to the difference between the employment insurance benefits she is eligible to receive and 93% of her weekly rate of pay;
 - (ii) (a) for a full-time employee the weekly rate of pay referred to in Clause 21.04(c)(i) shall be the weekly rate of pay in effect immediately preceding the commencement of the maternity leave.

- (b) for part-time **and relief** employees the weekly rate of pay referred to in Clause 21.04(c)(i) shall be the prorated weekly rate of pay in effect immediately preceding the commencement of the maternity leave and averaged over the six month period of continuous service.
- (iii) Payments in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments under this Article.
- (iv) Where an employee becomes eligible for a pay increment or an economic adjustment with respect to any period in which the employee was in receipt of payments under Clause 21.04(c)(i), the payments shall be adjusted on the effective date.
- (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.

PARENTAL LEAVE WITHOUT PAY

- 21.05
- (a) Where an employee has or will have the actual care and custody of his/her new-born child or an employee commences proceedings to adopt a child or obtains an order for the adoption of a child, he/she shall be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks. The leave shall be taken during the fifty-two (52) week period immediately following the day the child is born or, in the case of adoption; within the fifty-two (52) week period from the date the child comes into the employee's care and custody.
 - (b) An employee who intends to request parental leave shall notify the Employer in writing at least four weeks prior to the expected date of the commencement of parental leave without pay.
 - (c) Leave granted under this Clause shall be counted for the calculation of "continuous employment" and "continuous service".

- (d) After completion of six (6) months continuous employment with the Employer, an employee who provides the Employer with proof that he/she has applied for and is in receipt of parental benefits pursuant to the *Employment Insurance Act* shall be paid a parental leave allowance in accordance with this Article.
- (e) An applicant under Clause 21.05(d) shall sign an agreement with the Employer providing:
 - (i) that he/she will return to work and remain in the Employer's employ for a period of at least six (6) continuous months after his/her return to work;
 - (ii) that he/she will return to work on the date of the expiry of his/her parental leave unless this date is modified with the Employer's consent.
- (f) Should the employee fail to return to work, in accordance with the provisions of Clause 21.05(e), except by reason of death, disability, or lay-off, the employee recognizes that he/she is indebted to the Employer for the parental leave allowance amount received pursuant to this Article. Should the employee not return for the full six-month period, the employee's indebtedness shall be reduced on a prorated basis.
- (g) In respect of the period of parental leave taken by an employee who has not taken maternity leave, parental leave allowance payments made will be equivalent to 93% of the employee's weekly rate of pay for the first two weeks and for an additional 15 weeks, payments equivalent to the difference between the employment insurance benefit the employee is eligible to receive and 93% of the employee's weekly rate of pay.
- (h) In respect of the period of parental leave taken by an employee who has taken maternity leave, payments made in accordance with this Article will be equivalent to the difference between the employment insurance benefit she is eligible to receive and 93% of her weekly rate of pay for 17 weeks.
- (i) For a full-time employee the weekly rate of pay referred to in Clauses 21.05(g) and (h) shall be the weekly rate of pay in effect immediately preceding the commencement of the parental leave or maternity leave, as the case may be.

- (j) For part-time **and relief** employees the weekly rate of pay referred to in Clauses 21.05(g) and (h) shall be the weekly rate of pay in effect immediately preceding the commencement of the parental leave or maternity leave, as the case may be and averaged over the six month period of continuous service.
- (k) Payments in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments under this Article.
- (l) Parental leave utilized by an employee-couple in conjunction with maternity leave shall not exceed a total of fifty-two (52) weeks for both employees combined.
- (m) Parental leave taken by an employee in conjunction with maternity leave shall be taken immediately after the termination of maternity leave and the duration of both periods of leave combined shall not exceed a total of fifty-two (52) weeks.
- (n) When parental leave with allowances is taken by an employee couple, allowance payments made shall not exceed a total of 17 weeks for both employees combined, and parental leave with or without allowances taken by an employee couple shall not exceed a total of thirty-seven (37) weeks for both employees combined.

21.06 LEAVE WITHOUT PAY FOR COMPASSIONATE CARE

- (a) **Leave without pay for compassionate care shall be granted to a maximum of eight weeks to an employee to provide care or support to a gravely ill family member at risk of dying within 26 weeks.**
- (b) **Family member means:**
 - (i) **a spouse of the employee,**
 - (ii) **a child of the employee or a child of the employee's spouse,**
 - (iii) **a parent of the employee or a spouse of the parent, and**
 - (iv) **any other person who is a member of a class of persons prescribed in subsection 23.1(1) of the *Employment Insurance Act* (Canada);**
- (c) **Care or support to a family member means:**
 - (i) **providing psychological or emotional support;**
 - (ii) **arranging for care by a third party; or**
 - (iii) **directly providing or participating in the care.**

- (d) **Compassionate care leave may be taken over one or more periods. Each period of compassionate care leave must be at least one (1) week.**
- (e) **If one or more family members who are employees apply for compassionate care, Deputy Heads will review operational requirements.**
- (f) **When requesting compassionate care, an employee must provide a medical certificate indicating the ill family member needs care or support and is at risk of dying within 26 weeks.**
- (g) **If the family member dies while an employee is on leave without pay for compassionate care, the leave without pay for compassionate care ceases. The employee must contact their supervisor and may request special leave.**

LEAVE WITHOUT PAY FOR RELOCATION OF SPOUSE

- 21.07**
- (a) The Employer shall grant leave without pay for a period of 1 year, at the request in writing of an employee whose spouse's position is permanently relocated or who accepts an appointment to another position outside the employee's headquarters area. If the employee does not obtain another position within the one year period, the employee shall cease to be an employee at the end of the approved period of leave without pay.
 - (b) Leave without pay granted under this Clause shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave for the employee involved, except where the period of such leave is less than three (3) months. Time spent on such leave which is for a period of more than three (3) months shall not be counted for pay increment purposes.

CASUAL LEAVE

- 21.08** Employees may be granted casual leave with pay to a maximum of two (2) 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 his/her doctor, dentist, lawyer, or 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 - GENERALDAY WORK

- 22.01 (a) Unless otherwise agreed upon by the Employer and the Union, the standard hours of work for employees whose standard work week is 37.5 hours are:
- (i) The standard daily hours will be seven and one-half consecutive hours, between 08:30 and 17:00, each day from Monday to Friday.
 - (ii) The standard yearly hours will be 1950.
 - (iii) The standard daily hours are exclusive of a minimum half hour lunch period scheduled as close as possible to mid-day.
 - (iv) There shall be a paid 15-minute break in the morning and a paid 15-minute break in the afternoon.
- (b) Unless otherwise agreed upon by the Employer and the Union, the standard hours of work for employees whose standard work week is 40 hours are:
- (i) The standard daily hours will be eight consecutive hours, between 08:00 and 17:00, each day from Monday to Friday.

- (ii) The standard yearly hours will be 2080.
- (iii) The standard daily hours are exclusive of a minimum half hour lunch period scheduled as close as possible to mid-day.
- (iv) There shall be a paid 15-minute break in the morning and a paid 15-minute break in the afternoon.

SHIFT WORK

22.02 Where the employee's work is scheduled by the Employer to fall outside of the standard hours of work as defined in 22.01, the following process applies:

- (a) The Employer and the Union will agree before establishing new or revised shift hours for an operational unit. Such agreement will not be unreasonably withheld. The Employer shall give employees at least 14 days notice of any change.
- (b) The daily shift hours will be no more than sixteen (16) hours.
- (c) The number of consecutive shift days of work shall be no more than 7 days.
- (d) The number of consecutive days of rest between shifts shall be no less than 2 days.
- (e) The number of shift days in a year for which the employee is entitled to be paid is determined by dividing the standard yearly hours 1950 or 2080 by the daily shift hours.
- (f) The number of shift days in a year that the employee is scheduled to work is determined by dividing the yearly designated paid holiday hours for the holidays identified in Clause 16.01(1) by the shift hours and subtracting the result from the number of shift days calculated in accordance with (e) above. Compensation for work on a designated paid holiday shall be compensated in accordance with Clause 16.05.

The following provisions of Article 16 shall not apply to employees covered by Clause 22.02: 16.01(1), 16.02, 16.03, 16.04, 16.05 (b) and 16.06.

22.03 The Employer will post a master work schedule for employees in an operation who work shift hours.

- (a) The Employer shall:
 - (i) avoid excessive fluctuations in hours of work; and
 - (ii) post a schedule no less than 14 calendar days in advance to run for at least 28 calendar days;
 - (b) The Employer shall make every reasonable effort to:
 - (i) give employees every second Saturday and Sunday off, ensuring a minimum of 48 consecutive hours off duty;
 - (ii) schedule at least two consecutive days off; and
 - (iii) not schedule more than one shift in any 24 hour period.
 - (c) When an employee works two shifts in any calendar day:
 - (i) one of the shifts shall be deemed overtime; and
 - (ii) except in an emergency an employee may not work more than two consecutive shifts.
 - (d) An employee shall be granted alternate weekends off as often as reasonably possible with each employee receiving a minimum of every third weekend off. Overtime rates of pay shall apply to weekend hours worked by an employee on the third consecutive weekend and subsequent consecutive weekends worked thereafter. It is understood that if an employee is required to be on travel status on a weekend, it shall be deemed as a weekend worked for the purpose of this clause. This Clause does not apply to employees who are hired exclusively to work weekends or who request to exchange shifts with other employees to work weekends.
 - (e) The Employer agrees that there shall be no split shifts.
- 22.04 Provided sufficient advance notice is given, and with the approval of the Employer, employees may exchange shifts if there is no increase in cost to the Employer.
- 22.05 The Employer shall make every reasonable effort to schedule an employee's shifts to allow for regular attendance at educational courses.

- 22.06 The Employer will provide transportation, or the actual cost of commercial transportation, between home and the workplace for an employee whose scheduled hours of work start or finish between midnight and 06:00 or who is required to travel to and from work during those hours to perform overtime work.

FLEXIBLE HOURS

- 22.07 At the request of an employee, the Employer may grant flexible or staggered hours between 07:00 and 18:00. This is subject to operational requirements.

COMPRESSED WORK WEEK

- 22.08 At the request of an employee, the Employer may agree to allow the employee to work hours from Monday to Friday inclusive which may vary from the standard daily 7.5 or 8 or weekly 37.5 or 40 hours as follows:

- (a) Over a period of 14, 21 or 28 calendar days, the employee must work or be on approved leave or a designated paid holiday for a period equal to two, three or four times the standard weekly hours.
- (b) There must be no increase in cost to the Employer and no decrease in productivity due to the selection of hours.
- (c) A schedule of hours of work for the compressed work week will be agreed by the employee and the employee's supervisor. An employee who works in excess or outside of the scheduled hours established shall be compensated in accordance with the overtime provisions of this collective agreement.
- (d) The hours of work may not be varied for the purpose of avoiding payment of overtime to individual employees.
- (e) This arrangement may be terminated at any time, by either the employee or the Employer with at least 14 days notice.
- (f) The Employer's agreement to permit an employee access to the compressed workweek shall not be unreasonably withheld.

EMPLOYEE SCHEDULED WORK

- 22.09 (a) At the request of an employee, the Employer may allow employees to determine their own hours of work to meet operational requirements that due to the ongoing nature of their work cannot be met by working the standard hours. Such requests shall not be unreasonably denied.

- (b) Where these employees work more than the standard hours of work over a period of 28 calendar days, they shall be entitled to one compensatory hour off with pay for each extra hour worked. These employees must make every reasonable effort to schedule their hours to minimize extra hours worked.
- (c) Compensatory hours must be taken at a time mutually agreeable to both the employee and the Employer. They must be used in the same fiscal year in which they are earned.
- (d) At the end of the fiscal year, those accumulated compensatory hours which the employee has been unable to use will be liquidated in cash, at the normal hourly rate of pay, up to a maximum of 15 times the standard daily hours of work. If the employee has accumulated more than this, the extra hours will lapse. Under no circumstances will an employee be paid out more than 15 times the standard daily hours of work 7.5 or 8. There shall be no carryover of those hours from one fiscal year to the next.
- (e) It is understood that Clause 22.09 is not intended to be used on an ad hoc basis to meet operational requirements or to avoid the payment of overtime to employees.
- (f) Employees who are required by the Employer to work outside their varied hours shall be paid in accordance with the overtime provisions of this Collective Agreement. Employees who are required by the Employer to work on designated paid holidays shall be compensated in accordance with Article 16.
- (g) This arrangement may be terminated at any time by either the employee or the Employer with a minimum of 14 days notice.

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.

SCHOOL YEAR EMPLOYEES

- 22.12 (a) School year employees means **Education Assistants, Secretaries, Custodians, Library Technicians**, School Community Counselors, Dental Therapists and such other employees as the Employer may, in consultation and with the Union's agreement, designate as school year employees.
- 'Education Assistants' means Education Assistants, Classroom Assistants, Special Needs Assistants, Student Support Assistants and Inclusive Support Assistants.**
- (b) The Employer may establish hours of work for school year employees whose work year follows the school year. The work year for school year employees will normally start a week before the first day of the school year and end a week after the last day of the school year.
- 22.13 (a) School year employees will not be required to report for duty during the Christmas, **Spring** and Summer Recesses on **their** local school calendar.
- (b) School year employees will not be entitled to earn the vacation credits or take the vacation leave in Article 18 of this Agreement.
- 22.14 School year employees will be paid at the appropriate pay level for their position over **26 pay periods**.
- 22.15** Hours of work shall be scheduled on a regular basis so that **School Year Employees**:
- (a) On a weekly basis will not work-in excess of thirty-seven and one-half (37.5) **or forty (40)** hours and five (5) days per week.
- (b) On a daily basis be on duty for 7.5 **or 8 hours** commencing a minimum of fifteen (15) minutes before the start of the normal school day.
- (c) Obtain two (2) consecutive days of rest per week.
- (d) **School Year Employees shall be entitled to overtime in accordance with the provisions of Article 23.**
- (e) Where Education Assistants share the noon hour supervision of students with teachers, the Employer will ensure that a duty free one hour lunch period would be allowed on an equitable and shared basis with teachers.

- (f) For those **Education Assistants** who have not completed the Education Assistant Training Course, their work year may be extended to include these courses for each year that the Education Assistant attends such a course.
- (g) **School Year Employees** planning to terminate their employment during the summer recess are required to notify the Employer of their intent at least **30 days** prior to the last day of the school year.
- (h) When an Education Assistant is required to lead a class and no teacher is present in the classroom, the Education Assistant will be paid at a rate two (2) ranges above their current step.

22.16 Where an employee dies or otherwise terminates employment during a school year, the employee or estate shall receive that portion of the summer recess pay the employee is entitled to in accordance with the number of school days worked during that school year.

JOB SHARE EMPLOYEES

22.17 At the request of two employees, the Employer may agree to allow them to share the hours of a fulltime position. There must be no increase in cost to the Employer and no decrease in productivity.

- (a) The employees will establish the rotation whereby one employee covers the position at all times except when one or both employees are on approved leave.
- (b) The breaks between each period of job share service shall not interrupt the accumulation of "continuous employment" and "continuous service" with the Government of the Northwest Territories however shall not be included in the calculation of "Continuous Employment" and "Continuous Service".
- (c) The Employer will not unilaterally change the established rotation. However, the established rotation may be changed by mutual agreement to address temporary situations where one of the job share employees is absent from work.
- (d) The provisions for part time employees will apply to each of the job share employees, such that all benefits are prorated except medical transportation assistance, dental and other medical insurance plans. These benefits are not to be prorated and the Employer will continue to pay the full Employer's share.

- (e) The job share may be terminated at any time by either employee or the Employer with reasonable notice.
- (f) Where one of the employees wishes to terminate the job share, that employee must give one month's notice of resignation from the Public Service.
- (g) If one of the employees terminates participation, there shall be a one month period in which to find a replacement before the job share arrangement is terminated. During this period the Employer shall make reasonable efforts to fill the vacant rotation. The Employer will consider any suitable replacement employees suggested by the remaining employee. Failing this the job share arrangement is deemed to be terminated and the shared position must revert to a full-time indeterminate position, with the remaining employee having the option to assume that position full time.

RENEWABLE RESOURCE OFFICERS

22.18 Compensatory Leave

- (1) In order to meet the operational requirements Renewable Resource Officers engaged in field and patrol operations may not always be able to work the normal work week of five (5) work days followed by two (2) days of rest, and may sometimes be required to work in excess of five (5) consecutive days in one week. Because of this, Renewable Resource Officers are allowed flexibility in scheduling their work week on an irregular basis to meet operational requirements.
- (2)
 - (a) As a means of compensating Renewable Resource Officers for any extra days worked as a result of their irregular work schedule, the Employer agrees that where a Renewable Resource Officer works in excess of the normal work days in a month, he/she shall be entitled to a compensatory day off with pay for each extra day worked.
 - (b) These compensatory days must be taken at a time mutually agreeable to both the employee and the Employer, and they must be used in the same fiscal year in which they are earned.
 - (c) At the end of the fiscal year, those accumulated days which the employee has been unable to use will be liquidated in cash, at the normal daily rate of pay, up to a maximum of fifteen (15) days. If the employee has accumulated more than fifteen (15) days, those days in excess of fifteen (15) lapse. Under no circumstances will an employee be paid out for more than fifteen (15) days at the end of

the fiscal year and there shall be no carryover of those days from one fiscal year to the next.

MIDWIVES

- 22.19(a) In order to meet operational requirements Midwives may not be able to work the normal work week of five (5) work days followed by two (2) days of rest, and may sometimes be required to work in excess of five (5) consecutive days in one week. Because of this Midwives are allowed flexibility in scheduling their work week on an irregular basis to meet operational requirements.
- (b) As a means of compensating these employees for any extra days worked as a result of their irregular work schedule, the Employer agrees that where a Midwife works in excess of the normal work days in a 28 day period, he/she shall be entitled to compensatory time off with pay for each extra hour worked. A midwife shall be provided compensatory leave at the rate of time and one half for all hours worked greater than 150 hours over a 28-day period.
- (c) This compensatory leave must be taken at a time mutually agreeable to both the midwife and the Employer, and they must be used in the same fiscal year in which they are earned.
- (d) At the end of the fiscal year, those accumulated hours which the midwife has been unable to use will be liquidated at the employee's current rate of pay, up to a maximum of fifteen (15) days [one hundred and twelve and one half (112.5) hours]. If the employee has accumulated more than fifteen (15) days, those days in excess of fifteen (15) lapse. Under no circumstances will an employee be paid out for more than fifteen (15) days at the end of the fiscal year and there shall be no carryover of those days from one fiscal year to the next.
- (e) Midwives placed on standby shall be compensated in accordance with Article 29.01 (1) for hours outside the normal hours of work. Hours worked while on standby shall be considered as employee scheduled hours outlined in 22.19 (b).

ARTICLE 23

OVERTIME

23.01 In this Article:

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

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

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

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

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

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

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

- (3) Notwithstanding the permission granted by the Employer to engage in business or employment outside his/her regularly scheduled hours of duty under Article 8, such business or employment may not be approved as a cause to refuse to work overtime.
- 23.05 (a) An employee who is 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) in lieu of (i) and (ii) above, the Employer may agree to grant equivalent leave with pay at the appropriate overtime rate to be taken at a time mutually agreeable to the Employer and the employee. Any unused equivalent leave may be carried over into the next fiscal year.
- (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 24

PAY

- 24.01 (1) Employees are entitled to be paid for services rendered for the job evaluation and position to which they are appointed at the pay rates specified in the appendices attached.
- (2) Newly appointed employees will be **placed on Step 2** of the applicable pay range for the position **where the employee has two (2) years of directly related experience to the responsibilities of the new job; Step 3 where the employee has more than two (2) but less than four (4) years of directly related experience to the responsibilities of the new job; and Step 4 where the employee has more than four (4) years of directly related experience to the responsibilities of the new job.**
- 24.02 (1) Employees shall be paid on a bi-weekly basis with pay days being every second Friday.
- (2) In the event there is delay in paying new or transferred employees, the Employer will assist those employees by providing pay advances.
- (3) Where pay advices are distributed to employees at their place of work, they shall first have been placed in envelopes.
- (4) Pay will be deposited to the credit of the employee in the financial institution of his/her choice in Canada.
- (5) (a) Where an employee has received more than his/her proper entitlement to wages or benefits or where retroactive membership dues deductions are necessary, no continuing employee shall be subject to such deductions in excess of ten percent (10%) of the

employee's gross earnings per pay period except in recoveries for absence without leave.

- (b) When deductions are made, the Employer shall provide an itemized statement of the purpose and the amount of each deduction.

24.03 Employees who have earned overtime compensation or any other extra allowances in addition to their regular pay, shall receive such remuneration in the four weeks following the day the employee submits the appropriate form.

RESPONSIBILITY ALLOWANCE

- 24.04 (1) (a) When an employee is required by the Employer to perform the duties of a position at a higher pay range on an acting basis; or
- (b) When an employee is designated in charge of a ward, unit or department on any shift in circumstances which place upon the employee responsibilities greater than those ordinarily assumed; or
- (c) When a nurse temporarily replaces another nurse in the position of Supervisor; or
- (d) When the head nurse or unit or department manager is not present to co-ordinate the daily operations of the ward, unit or department, and designates an employee as in charge,

the employee shall be paid a responsibility allowance.

(2) Employees in any of the above circumstances shall be paid:

- (a) an amount of ten (10%) of the employee's base salary for acting periods of 5 days/shifts or less; or
- (b) an amount of twelve (12%) of the employee's base salary for acting periods greater than 5 days/shifts.

Such pay shall be calculated from the time on which he/she commenced to act, for the period in which he/she acts.

SALARY INCREASES

- 24.05 An employee, except a casual employee, who is rehired within two (2) years of his/her last date of employment with the Employer to perform the same duties, shall be paid at the same step as he/she was being paid at when he/she ceased to be an employee.
- 24.06 (1) The Employer agrees to pay the negotiated salary increases to every employee not later than the second month following the month in which this Agreement is signed and not later than the month following the month in which any subsequent salary increases become effective.
- (2) The Employer agrees to pay all retroactive remuneration for salary increases, overtime, acting pay and allowances not later than the third month following the month in which the Agreement is signed.
- 24.07 When an employee is appointed on a term or indeterminate basis to a new position in the Public Service, he/she shall be paid:
- (a) If the appointment constitutes a promotion as defined in Clause 2.01(z) an increase in salary that is not less than the difference between step 1 and step 2 of the new pay range. In addition, if a performance increment is due not later than six (6) months from the date of promotion and is recommended, an increment will be granted at the time of promotion on the present pay level prior to application of the new pay level. Where this occurs, the employee's salary review date shall be changed to the 1st day of the month in which the promotion takes effect.
- (b) (i) If the appointment constitutes a transfer, as defined in clause 2.01 (ee), at the rate nearest to, but not less than his/her former rate of pay; or
- (ii) If the appointment is a voluntary reassignment, either through employee application or by mutual consent as defined in clause 2.01 (ii), the maximum rate of pay of which is less than his/her present rate of pay, the employee shall be paid at the maximum rate of the new position to which he/she agrees to be transferred.
- (c) If the appointment is as a result of the employee's successful application for a position, the maximum rate of pay of which is equal to or less than that of the employee's present position, the employee shall be paid at a step in the appropriate pay range for the new position that is commensurate to the employee's related knowledge, skills, abilities and experience for the position. **Where an employee has directly related experience, he/she will be placed at a Step in the appropriate pay range in accordance with 24.01 (2).**

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

PERFORMANCE INCREMENTS

- 24.09 (1) An employee holding a position for which there is a minimum and maximum rate of pay may be granted increases in pay until he/she reaches the maximum for the position. Such pay increases are dependent on satisfactory performance of the duties of the position by the employee, and shall not be granted to the employee until his/her Deputy Head certifies to the Employer that the employee is so performing the duties of his/her position.
- (2) For the purposes of such pay increases the performance of the employee shall be reviewed annually.
- (3) Pay increments, which are recommended by the Deputy Head, shall be granted the first day of the month of the employee's initial appointment.

However, the provisions of Article 24.07 will apply where appropriate.

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

APPLICATION OF SALARY REVIEW DATE

- 24.10 (a) The salary review date of an employee who is promoted shall be the first day of the month of the promotion.

- (b) The salary review date of an employee who is transferred or whose position is re-evaluated shall remain unchanged.
- (c) The salary review date of an employee who has been on leave of absence without pay in excess of six (6) continuous months shall be moved to a date which provides for a total of twelve (12) months of paid employment between anniversary dates.
- (d) Where the job evaluation of a position is to take effect retroactively, only employees on strength on the date of implementation of such change or employees who have filed job evaluation appeals in accordance with clause 36.04 shall be entitled to receive any retroactive benefits that might accrue.

24.11 (1) (a) Where a position is re-evaluated as a result of a change in duties and responsibilities and the maximum rate of pay of the new pay range exceeds the maximum rate of pay of the old pay range, the incumbent of the position will be paid at the step in the new pay range which provides him/her with an increase in salary that is nearest to but not less than the difference between step 1 and step 2 of the new pay range.

(b) Where a position is re-evaluated and there have been no substantial changes in the duties and responsibilities of the position and such evaluation has resulted in a higher pay range, the incumbent of the position re-evaluated will be paid at the same step in the new pay range as they were in the old pay range.

(c) The effective date of a re-evaluation that results in an increase in pay shall be the date upon which the employee began to substantially perform the new or changed duties, but in any event no retroactivity shall be paid for any re-evaluation adjustment that extends beyond sixty (60) days prior to the filing of a grievance or a job evaluation appeal, whichever is earlier, **except as provided below.**

If the employee has provided documentation under article 36.04(1)(a), dated earlier than either the re-evaluation or sixty (60) days prior to a grievance or appeal being filed, the Employer shall consider an adjustment to the employee's pay retroactive to that earlier date. Such adjustment shall not be unreasonably denied.

- (2) (a) Notwithstanding the provisions of Clause 24.01 when a position is converted or, where as a result of audit or review, a converted position is found to be over-evaluated and the maximum salary payable in the new range is less than the maximum salary of the incumbent of that position, he/she shall be paid as the present incumbent of that position in a holding range which will permit him/her to be paid at a salary which is nearest to and not less than his/her present maximum salary.
- (b) Where an employee is being paid as the present incumbent of a position in a holding range and he/she unreasonably refuses a transfer or training which would put him/her in a position at, or above the level of the position before it was re-evaluated, or which would place him/her in a position nearer to the pay range established for the position before it was re-evaluated, he/she shall cease to be paid in the holding range. Instead he/she shall be paid in the pay range applicable to the re-evaluated position, at the step which is nearest to the rate he/she was being paid in the holding range.
- (c) Where an employee who is subject to Clause **24.11(2)(b)** accepts a transfer or training that would put him/her in a position with a pay range closer to the pay range of the position before it was re-evaluated, he/she shall continue to be paid in the holding range.
- (d) For the purposes of this Article, a present incumbent is an employee who, subject to the above provisions, continues to receive the annual and negotiated increases for the range of the position before it was re-evaluated downwards.
- 24.12** Employees, other than employees assigned duties of translation and interpretation in their job descriptions, who are required by the Employer to use two or more of the official languages of the Northwest Territories shall receive a bilingual bonus of \$1200 per annum.

AIRPORT FIREFIGHTERS - LONG SERVICE PAY

- 24.13** (1) An airport firefighter who receives pay for at least eighty-four (84) hours for each of twelve (12) consecutive calendar months for which the airport firefighter is eligible to receive long service pay, beginning October 1 of each year, is entitled to be paid, in a lump sum, an amount related to the airport firefighter's period of continuous employment in the Public Service set out in the following table:

Period of Continuous Employment	Annual Amount
5 to 9 years	\$240
10 to 14 years	\$350
15 to 19 years	\$480
20 to 24 years	\$610
25 to 29 years	\$740
30 years or more	\$870

- (2) An airport firefighter who does not receive at least eighty-four (84) hours' pay for each of twelve (12) consecutive calendar months for which he/she is eligible to receive long service pay, beginning in October 1 of each year, is entitled to one twelfth (1/12) of the relevant amount as set out in cause 24.13(1) for each month for which he receives at least eighty-four hours' pay.
- (3) Where an airport firefighter does not complete the airport firefighter's specified period of continuous employment in the Public Service upon the first day of a calendar month, the airport firefighter shall, for the purpose of clause 24.13(1), be deemed to have completed the specified period of employment.
- (a) on the first day of the current month if the airport firefighter completes the specified period of employment during the first fifteen (15) days of the month, and
- (b) on the first day of the subsequent month in any other case.

ARTICLE 25

REPORTING PAY

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

When no work is available, he/she shall receive compensation of four (4) hours pay at the appropriate overtime rate.

- (4) If an employee is directed to report for work outside of his/her regularly scheduled hours, he/she shall be paid the greater of:
 - (a) compensation at the appropriate overtime rate; or
 - (b) compensation equivalent to four (4) hours pay at the straight time rate.
- (5) **An employee who receives pay under this Article is not entitled to pay under Article 26 –Call-Back Pay or Article 29 – Standby.**

ARTICLE 26

CALL-BACK PAY

- 26.01 When an employee is recalled to a place of work for a specific duty, he/she shall be paid the greater of:
 - (a) compensation at the appropriate overtime rate; or
 - (b) compensation equivalent to four (4) hours pay at the straight-time rate.
- 26.02 (1) When an employee reports to work, overtime for which he/she has been recalled under the conditions described in Clause 26.01 and is required to use transportation services other than normal public transportation service, he/she shall be paid the actual cost of commercial transportation each way, upon the production of receipt for payment of transportation in excess of **(\$10.00) ten** dollars.
- (2) Where the employee uses his/her personal motor vehicle, he/she shall be paid the appropriate distance rate specified in Article 45 - Duty Travel Expenses.
- 26.03 (1) **An employee who is required to work during off duty hours by responding by phone, email or other electronic means and is not required to return to the workplace, shall be compensated at the greater of:**
 - (a) **One (1) hour at the straight time rate; or**
 - (b) **compensation at the applicable overtime rate for time worked.**

This minimum one hour payment applies only once during each sixty minute period.

The minimum payment of one (1) hour at the overtime rate in Articles 23.02 and 23.05 (a) does not apply to this situation.

- (2) An employee who receives pay under this article is not eligible for pay under Article 25 – Reporting Pay, or Article 29 – Standby Pay.**

ARTICLE 27

SHIFT PREMIUM

- 27.01 An employee who is regularly scheduled to work outside of the normal hours of work, 0800 to 1700, shall be paid a shift premium **of two dollars and fifty cents (\$2.50)** per hour for all hours worked between the hours of 4:00 p.m. and 8:00 a.m. Shift premium will also be paid for all overtime hours worked contiguously to the period specified above, but for no other overtime hours.
- 27.02 Employees shall receive an additional premium of **two dollars and fifty cents (\$2.50)** per hour for work on Saturday and/or Sunday for hours worked. Weekend premium shall be payable in respect of all regularly scheduled straight time hours worked on Saturday and/or Sunday.

ARTICLE 28

COMMUTING ALLOWANCES

- 28.01 An employee whose workplace is located outside of an eight km. (5 mile) driving distance of a settlement centre, and no public transportation is available to his/her place of work, shall:
- (a) be provided with transportation to and from his/her workplace by the Employer; or
 - (b) where he/she is required to use his/her personal motor vehicle, be paid the distance rate specified in Clause 45.11(a)(i).