

**MEMORANDUM OF SETTLEMENT
BETWEEN
THE GOVERNMENT OF THE NORTHWEST TERRITORIES
(the Employer)
AND
THE UNION OF NORTHERN WORKERS
(the Union)**

The negotiating committees of the Employer and the Union have agreed on a tentative collective agreement.

The negotiating committees of the Employer and the Union agree to unanimously recommend this tentative agreement to their respective principals for ratification.

The tentative collective agreement consists of the current collective agreement, with the following changes:

- All items that have been signed off as agreed to during the course of collective bargaining;
- All items that have been agreed to during collective bargaining, but have not yet been signed off; and
- The items contained in this Memorandum.

Dated at Yellowknife this 23rd day of April, 2009.

GNWT

UNW

ARTICLE 2 INTERPRETATION AND DEFINITIONS

2.01 (bb) AMEND: "Rates of Pay"

2.01 (bb)(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.**

2.01 (bb)(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.**

2.01(bb)(iii) "hourly rate of pay" means **an employee's hourly rate of pay specified in Appendix B1.**

ARTICLE 17 LEAVE - GENERAL

17.01 ADD AFTER EXISTING LANGUAGE:

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 and paid special leave hours. Leave will also accrue on designated paid holidays. This provision applies to all employee types and all types of paid leave.

17.06 (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:**

17.08 DELETE

Moved to Appendix A1

ARTICLE 18 VACATION LEAVE

18.01 ADD AFTER EXISTING LANGUAGE:

Effective April 1, 2011

(1) For each hour that an employee receives **pay (either regular pay, sick leave, special leave, vacation leave or designated paid holiday 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

18.01(2) AMEND FORMER 18.01(2) TO READ AND RENUMBER

The accumulated service for part-time **and seasonal** employees shall be counted for the improved vacation leave entitlements in (b), (c) and (d) above of section (1) of this Article.

18.04 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.

ARTICLE 19 SPECIAL LEAVE

19.01(1) ADD AFTER EXISTING LANGUAGE:

Effective April 1, 2011

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 worked. The time to which this applies is set out in Article 17.**

19.01(2)(b) DELETE EFFECTIVE April 1, 2011

~~(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.~~

ARTICLE 20 SICK LEAVE

20.01(a) ADD AFTER EXISTING LANGUAGE:

Effective April 1, 2011

An employee shall earn sick leave credits at the rate of 0.057693 hours for each hour worked. The time to which this applies is set out in Article 17.

20.01(b) DELETE

EFFECTIVE April 1, 2011

~~(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.~~

20.05 ADD AFTER EXISTING LANGUAGE:

Effective April 1, 2011

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) standard days and shall~~ retain any unused sick leave existing at the time of lay-off or commencement of leave without pay.

20.09 TRANSPORTATION TO A MEDICAL CENTRE

20.09(b) AMEND TO READ:

(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)

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- (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.**

20.10 TRAVEL TIME

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 LEAVE

21.04 AMEND TO READ MATERNITY LEAVE WITHOUT PAY

21.04(c)(ii)(b) AMEND TO READ

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.

PARENTAL LEAVE WITHOUT PAY

21.05(j) AMEND TO READ

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.

NEW 21.XX 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.**

MOVE CURRENT 19.06 TO 21 (OTHER TYPES OF LEAVE) AND RENUMBER

ARTICLE 22 HOURS OF WORK - GENERAL

22.12 SCHOOL YEAR EMPLOYEES

- 22.12 (a) School year employees means **Education Assistants, Special Needs Assistants, Secretaries, Custodians, Library Technicians, Instructors in Young Offender Facilities and 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.**

NEW 'Education Assistants' means Education Assistants, Classroom Assistants, Special Needs Assistants, Student Support Assistants and Inclusive Support Assistants.

22.13 (a) School year employees will not be required to report for duty during the Christmas, ~~Spring~~ ~~Easter~~ and Summer Recesses on ~~their~~ ~~the~~ local school calendar.

22.14 School year employees will be paid at the appropriate pay level for their position over **26 pay periods** ~~a 52-week period~~.

22.XX Hours of work shall be scheduled on a regular basis so that ~~Education Assistants~~ **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 ~~without receiving overtime in accordance with Article 23.~~
- (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 ~~employees~~ **Education Assistants** who have not completed the Education Assistant Training Course, their work year ~~will~~ **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 ~~two (2) weeks~~ **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.

ARTICLE 23 OVERTIME

23.08 DELETE

ARTICLE 24 PAY

24.01 (2) Newly appointed employees will be **placed on Step 2** ~~credited with one step~~ of the applicable pay range for the position ~~for each~~ **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.

This proposal will be effective the date of ratification.

SALARY INCREASES

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:

AMEND (a) and (b) TO READ:

(a) If the appointment constitutes a promotion as defined in Clause 2.01(z) 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. 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.

24.07 (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).**

24.11 (1) (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.

ARTICLE 25 REPORTING PAY

NEW 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

26.03(1) NEW

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.

26.03(2) NEW

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 29 STANDBY

29.01(4) AMEND TO READ:

An employee on standby who is **required to return to the workplace** shall be paid, in addition to the standby pay, the appropriate overtime rate for all hours worked, subject to a minimum payment of four (4) hours pay at the straight time rate each time he/she reports, except that this minimum shall only apply once during each standby period of eight (8) consecutive hours or portion thereof.

29.03 **Add new clause and renumber:**

(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 (1) 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 on standby is not entitled to pay under Article 25 – Reporting Pay or Article 26 – Call Back Pay.**

ARTICLE 33 LAY-OFF

Amend to Read:

33.01 (b) **Disputes arising from the application of reasonable job offers and priority status to lay-offs in the hiring process shall be determined by appeal to the Layoff Dispute Officer.**

(c) **The following timelines will apply to this appeal process:**

i. **An appeal must be received by the Deputy Minister of Human Resources within four days after the Employee receives notice of a reasonable job offer or notice of layoff,**

in the manner set out in Section 3 of the Staffing Appeals Regulations.

- ii. The Deputy Minister of Human Resources will provide the Union with a copy of the appeal upon receipt.
- iii. The Layoff Dispute Officer will conduct an appeal hearing within four days or within such further time as he or she may determine.
- iv. Parties to the appeal include:
 - a. The Union
 - b. The GNWT
 - c. The Employee
- v. Within three days after concluding an appeal hearing the Layoff Dispute Officer shall prepare a report of his or her findings, the decision reached and the reasons for the decision.
- vi. The Layoff Dispute Officer shall provide all parties with a copy of the report without delay.

The Layoff Dispute Officer shall:

- i. Where he/she finds that the job offer was reasonable, dismiss the appeal;
or
- ii. Where he/she finds that the job offer was unreasonable, uphold the appeal and reinstate the full lay-off period;
or
- iii. Where he/she finds the lay-off was given priority status, dismiss the appeal;
or
- iv. Where he/she finds the lay-off was not given priority status, uphold the appeal and direct the Employer to rescind any appointment and reconsider the lay-off taking into account the lay-off's priority status.

Findings of the Layoff Dispute Officer shall be final and binding to all parties.

Priority Status means lay-offs are given priority over all other potential candidates including non laid off affirmative action candidates in the hiring process.

33.03 (a) An employee who is to receive a layoff notice shall be given 24 hours advance notice of the meeting at which layoff notice is to be given.

The employee will be advised that he/she is entitled to have union representation at the meeting.

The GNWT and the UNW will meet within 30 days of the ratification of this agreement to select at least three (3) Layoff Dispute Officers. Layoff Dispute Officers must be residents of the NWT.

The President of the UNW will write a letter to the Deputy Minister of Human Resources confirming the UNW's agreement that the definition of qualifications as described in Article 33.01 includes the GNWT's Affirmative Action Policy.

36.04 - AMEND

36.04 (1)(a) Employees shall file job evaluation appeals directly with their Deputy Head. **At the same time as filing the appeal, the employee may provide any written documentation demonstrating that the employee:**

(i) **was substantially performing new or changed duties of a higher position, and**

(ii) **raised these concerns with the Employer.**

The employee may appeal their job evaluation without submitting written documentation referenced in (i) and (ii).

The Deputy Head shall refer the appeal to a Job Evaluation Appeal Board.

ARTICLE 41 NORTHERN ALLOWANCE

Community	April 1, 2008 Rates	April 1, 2009 Rates	Proposed April 1, 2009 Rates
Travel Base	2000	2218	2750
COL Base	500	500	700
Aklavik	16,790	17,830	19,204
Behchoko	3,957	4,232	4,993
Colville Lake	18,344	19,424	20,844
Dawson City	6,792	7,115	8,176
Deline	16,763	17,784	19,146
Dettah	2,511	2,729	3,464
Enterprise	4,865	5,172	5,830
Fort Good Hope	16,582	17,608	18,928
Fort Liard	6,722	6,753	7,456
Fort McPherson	13,812	14,479	15,710
Fort Providence	6,484	6,850	7,576
Fort Resolution	7,830	8,247	8,982
Fort Simpson	8,763	9,222	10,191
Fort Smith	5,033	5,280	5,965

Gameti	11,887	12,725	13,871
Hay River	4,841	5,147	5,800
Hay River Reserve	4,856	5,162	5,818
Inuvik	12,318	12,926	14,121
Iqaluit	12,200	12,856	14,236
Jean Marie River	10,307	10,817	11,831
Kakisa	6,415	6,779	7,488
Lutselk'e	13,102	13,977	15,088
Nahanni Butte	13,053	13,810	15,380
Norman Wells	13,127	14,020	15,142
Paulatuk	19,560	20,679	22,401
Rankin Inlet	16,180	16,978	18,303
Sachs Harbour	19,989	21,117	22,944
Trout Lake	16,563	17,451	19,068
Tsiigehtchic	13,774	14,440	15,661
Tuktoyaktuk	17,003	18,047	19,473
Tulita	15,128	16,099	17,393
Ulukhaktok	20,945	22,187	24,270
Wekweeti	11,723	12,545	13,648
Whati	11,702	12,517	13,614
Wrigley	13,642	14,250	15,426
Yellowknife	2,500	2,718	3,450

ARTICLE 42 ULTIMATE REMOVAL ASSISTANCE

42.02(a)(ii) AMEND TO READ:

(ii) Maximum Reimbursement

The entitlement to ultimate removal assistance under this Article is ~~the lesser of:~~

- ~~the applicable percentage of total assistance described in Articles 42.02(b), (c), and (d)~~
- ~~-OR-~~
- the applicable percentage of the amount for the community in which the employee is employed upon termination as set out in the schedule below:

MAXIMUM REIMBURSEMENT SCHEDULE

Community	Current Rate	Proposed Rate
Aklavik	10,086	13,440
Behchoko	6,318	6,318
Colville Lake	10,026	10,880
Deline	9,552	9,600
Dettah	6,000	6,329
Enterprise	5,226	6,595
Fort Good Hope	10,464	10,880

Fort Liard	5,868	7,924
Fort McPherson	10,200	12,693
Fort Providence	5,820	6,770
Fort Resolution	7,428	7,428
Fort Simpson	7,710	7,710
Fort Smith	4,800	5,737
Gameti	7,896	8,320
Hay River	5,226	6,595
Hay River Reserve	5,226	6,595
Inuvik	9,126	12,800
Iqaluit	10,284	10,284
Jean Marie River	7,710	7,710
Kakisa	5,946	6,595
Lutselk'e	7,428	8,320
Nahanni Butte	7,710	8,320
Norman Wells	7,590	9,600
Paulatuk	13,308	13,440
Rankin Inlet	8,634	8,634
Sachs Harbour	14,388	14,720
Trout Lake	7,710	8,320
Tsiigehtchic	9,822	12,372
Tuktoyaktuk	10,908	13,440
Tulita	8,898	9,600
Ulukhaktok	12,138	13,440
Wekweeti	7,590	8,320
Whati	7,434	7,680
Wrigley	7,710	8,191
Yellowknife	6,000	6,329

AMEND TO READ AND NUMBER

- (b)** Laid off employees and the dependants of deceased employees shall be eligible for ~~the lesser of 100% of the total assistance described in Articles 42.02(b), (c) and (d) OR~~ 100 % of the amount for the community in which the employee is employed upon termination as set out in the schedule above.

In the case of the dependants of deceased employees the cost of shipping the body is in addition to the entitlement.

NEW 42.03 Payment of Ultimate Removal Assistance

- a) **Payment of ultimate removal assistance as a lump sum will be made upon the provision of evidence satisfactory to the Department of Human Resources that the employee has moved from his/her community of residence. Such evidence must be submitted to the Department of Human Resources within twenty one (21) months from the date of termination.**

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- b) **The employee is responsible for making all moving arrangements and paying for his/her move.**
 - c) **Employees must move from his/her community of residence within eighteen (18) months from the date of termination**
 - d) **If a former employee does not move from his/her community of residence within eighteen (18) months from the date of termination or has failed to submit satisfactory evidence, he/she will no longer be entitled to the Ultimate Removal Assistance.**
 - e) *Current language.*
 - f) **Only one entitlement will be paid per family unit.**

DELETE:

~~(b) Weight Limits~~

~~The schedule below defines the maximum weights of effects that the Government will pay for. Coverage also includes crating charges and the limits include weights of the crates. This table applies to all employees:~~

~~In furnished accommodation:~~

~~employee without dependants~~

~~- maximum 680 kg. (1,500 lbs.)~~

~~employee with dependants~~

~~- maximum 1,814 kg. (4,000 lbs.)~~

~~Not in furnished accommodation:~~

~~employee without dependants~~

~~- maximum 1,814 kg. (4,000 lbs.)~~

~~employee with dependants~~

~~- maximum 6,804 kg. (15,000 lbs.)~~

~~(c) Personal Travel~~

~~In addition to shipment of effects, ultimate removal also covers the travel expenses of the employee and his/her dependants, as follows:~~

~~- travel by commercial carrier to "eligible destination".~~

~~- accommodation and meal costs (at rates specified in the Duty Travel Article) only at points between community of residence and point of departure and only when stopovers are a result of airline schedules.~~

~~- for travel by means other than air, the equivalent of economy airfare; no additional travel expenses for stopovers will be paid.~~

~~(d) "Total Assistance"~~

~~The total assistance will be calculated for the point of recruitment and for the actual new domicile. Subject to Article 42.02(a) the Government will reimburse the employee for the lesser of the two totals.~~

RENUMBER

Subject to Article 42.02(a), employees hired after August 5, 1976, whose community of residence remains the same as his/her point of recruitment will be entitled to removal assistance as follows:

- ~~(i) after 10 years of service, 100% entitlement calculated to the point of departure or to any other destination in the NWT whichever is the lesser cost;~~
- ~~(ii) after 20 years of service, 100% entitlement to any destination in Canada.~~

NEW (d) Where an employee is hired and subsequently appointed to either an indeterminate or term position, as long as the employee maintains continuous service, the point of recruitment will be deemed to be the employee's community of residence at the time of initial hire.

LIMITATIONS

~~42.03 Only one entitlement will be paid per household and only be paid after actual termination of employment.~~

~~Removal must be made by the most economical and direct means available.~~

~~Claims must be substantiated by bona fide freight bills.~~

~~Payment will not be made for meals, lodging, or any other expenses except as allowed in Clause 42.02(c).~~

~~The Territorial Government will not pay removal assistance to an employee who receives duplicate assistance from another employment source.~~

~~An employee must move from his/her community of residence in order to receive removal assistance. The move must take place within one (1) year, except in extenuating circumstances approved by the Deputy Head.~~

CLAIMS PROCEDURES

~~42.04 The employee is responsible for making all moving arrangements and paying for his/her move. The employee must submit receipts for their move.~~

~~42.05 The provisions of this Article do not apply to employees who have been dismissed, rejected on probation or declared to have abandoned their position.~~

~~42.06 Employees who have eligible stopover expenses shall submit a claim form with receipts, in the usual way.~~

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

43.04 (c) Delete Existing Article.

ARTICLE 45 DUTY TRAVEL

- 45.06 Employees may be reimbursed for:
- (g) Child care expenses - employees may be reimbursed a maximum of **fifty dollars (\$50)** ~~\$25.00~~ per day per child upon provision of receipts, if the employee, due to the requirement to travel on behalf of the Employer, incurs child care expenses which exceed those which would have normally been incurred.

ARTICLE 46 UNIFORMS AND PROTECTIVE CLOTHING

- 46.06 An annual allowance of two hundred **and fifty** dollars **(\$250)** ~~(\$200.00)~~ will be provided to those employees who the Employer, the Worker's Compensation Board or the NWT Safety Act deems to require safety footwear and gloves. ~~An~~ **Employees who are on strength September 1st will receive this allowance on the employee's first pay in September.** ~~initial appointment and after every twelve (12) months of employment.~~ This annual allowance will not be paid where an employee is provided with safety footwear by the Employer.

46.07 Dry Cleaning Allowance for Uniforms

Employees who are provided, by the Employer, with uniforms that require dry cleaning shall be paid an allowance of **one hundred and seventy-five dollars (\$175.00)** ~~\$125.00~~. **Employees who are on strength September 1st will receive this allowance on the employee's first pay in September.** ~~An employee will receive this allowance on initial appointment and after every twelve (12) months of employment.~~

ARTICLE 48 SHORT TERM LEAVE FOR TRAINING PURPOSES

- 48.02 Such leave shall be based on an appraisal of the present and future job requirements and/or the qualifications of the employee applying ~~therefor~~ and shall be granted only to meet the identified needs.
- 48.04 ~~Special Needs Assistants~~, Education Assistants and School Community Counsellors attending conferences approved by the Employer shall be on leave with pay and will have their travel and conference expenses paid.

ARTICLE 54 DENTAL PLAN

- 1. Increase the dental coverage (excluding orthodontic) to a maximum of \$1500 per year.**

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2. **Increase orthodontic coverage to a maximum of \$4000 per lifetime limit per dependent.**

ARTICLE 59 DURATION AND RENEWAL

- 59.01 The term of this Agreement shall be **three (3) years**, from April 1, **2009** to March 31, **2012**.

The pay schedules contained in Appendix B shall be effective April 1, **2009**. All other provisions of this Agreement shall take effect on the date of ratification, unless another date is expressly stated.

APPENDIX A1 RELIEF EMPLOYEES

A1.08 NEW

- (a) **Relief employees whose work is scheduled by the Employer as provided for in clause 22.01** shall be compensated at the applicable overtime rate for work performed in their relief position in excess of the standard or regular hours of work for full-time employees in similar positions, either on a daily or weekly basis.
- (b) i. **Relief employees whose work is scheduled by the Employer to fall outside of the standard hours of work as defined in clause 22.01 shall be compensated at the applicable overtime rate for work performed in their relief position in excess of the regularly scheduled hours of work as set out on the shift schedule for full time employees in similar positions on a daily basis.**
- ii. **Relief employees whose work is scheduled by the Employer to fall outside of the standard hours of work as defined in clause 22.01 shall be compensated at the applicable overtime rate for work performed in their relief position in excess of 150 or 160 hours over a 28 day period depending on their position.**

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

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

APPENDIX A4 EDUCATION ASSISTANTS

DELETE

APPENDIX A5 CASUAL EMPLOYEES

A5.03(b) The following Articles and Clauses contained in this Collective Agreement do not apply to casual employees:

- (i) Article 18 - Entire Article: except Clause 18.05
Article 20 - Sick Leave Clauses 20.09 and 20.10.
- (ii) Article 21 - Other Types of Leave - Clause 21.04 **and 21.05**
- (iii) Article 33 - Lay-off.
- (iv) Article 39 - Superannuation.
- (v) Article 35 - Employee Performance Review and Employee Files.

NEW (And renumber accordingly)

- (vi) **Article 43 - Relocation Expenses on Initial Appointment and Subsequent Moves As An Employee**
- (vii) Article 48 - Entire Article.

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

A5.XX NEW

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

APPENDIX A6 COMMUNITY ADULT EDUCATION INSTRUCTORS

Delete Appendix A6

APPENDIX A7 - TRADES

COMPENSATION FOR TOOLS AND EQUIPMENT

A7.07 (1) The Employer agrees to provide **Journeypersons** and Apprentices **who are on strength September 1st** with a \$500 per year tool allowance to be included in the employee's first pay in September.

(2) The Employer also agrees to replace worn out tools used and owned by **journeypersons** and apprentices in the regular performance of their work.

Whenever replacement is made, the new tool will be of a similar quality as the initial tool. In situations where highly specialized tools not normally associated with a **journeyperson's** tool kit are required, they will be provided by the Employer, who will retain ownership of them. The Employer shall assist employees in the purchase of tools and equipment used in the performance of their duties to the extent that employees shall be able to purchase these tools and equipment at the Employer's cost price.

RENUMBER FORMER A7.10

- (3)** Where an employee suffers a loss of tools or equipment in excess of \$250.00 used by him/her to perform his/her duties through fire or theft while such tools are stored on the Employer's premises or loss of tools or equipment in transit during travel on behalf of the Employer where the employee satisfies the Employer that a loss occurred such tools or equipment will be replaced by the Employer with tools and equipment at equal or similar quality.

APPENDIX A9

COLLEGE EDUCATORS

~~A9.01(a)(d)(e), and A9.02 to A9.14 inclusive, "instructor" includes adult educator.~~

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

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

- (b) i. The annual workload for each Instructor shall be determined by the program manager, who will consult with the Instructor by May 31st, whenever possible, to determine the Instructor's annual workload for the following Scheduled Instructional Year considering, but not limited to, the following factors:**
- a. the Instructor's experience**
 - b. class size**
 - c. nature of course**
 - d. number of different courses**
 - e. mode of delivery**
 - f. evaluation methods**
 - g. spread of teaching hours in a day and week**
 - h. Senior Instructor's administrative duties**
 - i. practicums /internships**
 - j. workload of other Instructors in the program**

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

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

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

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

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

- i. **One (1) year Training Program**
Year one: 90% of Basic Adult Educator Salary
 - ii. **Two (2) year Training Program**
Year One: 80% of Basic Adult Educator Salary
Year Two: 90% of Basic Adult Educator Salary
- (f) The Instructor shall have a minimum of one week without **teaching hours** class-contact between courses.
- (g) An Instructor's vacation leave taken between the end of that Instructor's **Scheduled** Instructional Year and the start of the Instructor's next

nomination and election for the College in each of the first five areas listed below and shall be full-time instructors of the College represented. ~~(For the purposes of Professional Development only, the term instructor shall include Chairpersons, Directors of Community Programs, Department).~~ **“College Educators/Instructors” for the purpose of Professional Development only means Instructors (including Senior Instructors, Program Heads and Adult Educators), Chairs, Program Coordinators, Coordinators of Community Programs, Counselors, Librarians, and Aurora College Research Institute Managers.**

~~WEST:~~

- i. Aurora Campus, **Beaufort-Delta and Sahtu and Inuvik** Regions (1 member)
 - ii. Yellowknife/ ~~Campus and~~ North Slave Region (1 member)
 - iii. Community Program - Adult Educators (1 member)
 - iv. Thebacha Campus, **South Slave and Deh Cho and Fort Smith** Regions (2 members)
 - v. Librarians/Counselors/Program Chairpersons/Community Program Directors- and the **Aurora Research Institute** (1 member)
 - vi. President or his/her Appointee (1 member)
- Total = 7 members

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

(2) Terms of Reference

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

- (a) to develop clear guidelines for the effective and efficient operation of the Professional Development Committee;
- (b) ~~to inform all instructors of the professional development courses, seminars, conferences and workshops that are available and of interest to instructors;~~ **to develop and maintain a Professional Development Guidelines manual for reference and distribution;**
- (c) to determine the individual professional development needs of **College Educators/Instructors** in line with requirements of the College;

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- (d) to develop an on-going professional development program designed to meet identified development needs of all **College Educators/Instructors** within the limits of funds available;
 - (e) to develop a working budget which will provide for the professional development program for **College Educators/Instructors**;
 - (f) to provide for appropriate evaluation procedures for the professional development program;
 - (g) to prepare an annual report of the activities which have been identified and undertaken by the Professional Development Committee for submission to the Board of Governors.
- (3) All meetings and administrative work of the Professional Development Committee shall be held during normal working hours.

PROFESSIONAL DEVELOPMENT FUNDING

- A9.05 (1) Funds will be provided by the College for professional development activities **consistent with the College's goals and objectives.**
- (2) (a) The funding provided by the College shall represent an amount equal to 3% of the College's **indeterminate, seasonal or term** full-time **College Educator/Instructor** salaries. The College will annually replenish the fund by an amount equal to 3% of **indeterminate, seasonal or term** full-time **College Educator/Instructor** salaries at April 1st ~~of the year the leave will be taken.~~ This fund is established for long-term training.
- (b) Any ~~funding~~ **Professional Development Education and Training Funds** from sources other than the College shall be administered by the Professional Development Committee and shall not be considered as part of the funding provided in Clause A9.05(2)(a).
- (c) In addition to the above, a short term training fund shall be set up equivalent to seven hundred and fifty dollars (\$750) per year per **indeterminate, seasonal or term full-time College Educator/Instructor** to be administered by the Program Heads.
- (3) Professional development training funds shall be used for educational purposes only **except as provided in A9.05 (4).**
- (4) **The Professional Development Committee may authorize the expenditure of up to 5% of the annual funding allocation under A9.05 (2)(a) to cover travel, meal and accommodation costs for one or two face to face meetings per year, the cost of teleconference calls, or the preparation and distribution of promotion and awareness materials to College Educators/Instructors.**

Expenditures under this paragraph must be formally approved by the Committee.

**TYPES OF PROFESSIONAL DEVELOPMENT
OPPORTUNITIES, WHICH SHALL BE AVAILABLE**

- A9.06 (1) Long-term **education and** training:
- (a) Educational Leave;
 - (b) Professional Experience Leave;
 - (c) Leave Without Pay;
 - (d) Audit of apprenticeship courses for upgrading of technical skills not less than 6 weeks duration;
 - (e) Staff exchange - national or international;
 - (f) **Distance Education (programs offered by a recognized and accredited university or college):**
 - i. **With a request for Leave for those applicants who wish to pursue their program studies on a full or part-time basis;**
 - ii. **With no request for Leave for those applicants who are pursuing their program studies on a course by course basis outside their scheduled work hours.**
- (2) Short-term **education and** training:
- (a) **Distance Education (programs offered by a recognized and accredited university or college) or short course attendance and correspondence courses;**
 - (b) **Conferences, seminars and workshops.**
 - (c) **Audit of apprenticeship courses for upgrading of technical skills of less than 6 weeks duration.**

LONG-TERM EDUCATION AND TRAINING REGULATIONS

A9.07 **Educational Leave and Distance Education**

- (1) Educational Leave shall be defined as leave for academic **education and** training (including trade school training) and unpaid industrial experience.
- (2) Any indeterminate, **seasonal**, or term full-time **College Educator/Instructor** shall be eligible for Education Leave **or Distance Education program funding after three (3) years of employment with the College as a College Educator/Instructor. Seasonal employees may be considered on a pro-rated basis.**
- (3) The Professional Development Committee shall review all applications for Educational Leave ~~for their respective College~~ **including Distance Education Programs.** The major selection criteria shall be the applicability and value of the training program to the requirements of

the College. The granting of Educational Leave shall not result in the overloading of other instructors. The request by an instructor for Educational Leave shall be accompanied by a recommendation by the ~~Head of the program from the~~ **program manager and the Campus Director/Director of the Aurora Research Institute.**

- (4) ~~Applications for Long Term Educational Leave shall be submitted to the Professional Development Committee no later than January 15th for the following academic year (ie: Fall semester); and April 30 for Winter and Spring semesters. The Committee shall reach a decision no later than March 31st for Fall Semester start and June 30th for the Winter and Spring start~~ **Applications for Long-term Education and Training as defined in A9.06 (1) will be reviewed twice a year by the Professional Development Committee. The Committee shall reach a decision no later than October 31st for applications submitted by September 30th, and no later than April 30th for applications submitted by March 31st.** Applications for Summer and ~~Short Term~~ educational leave shall be submitted to the Professional Development Committee no later than March 31st. ~~The Committee shall reach a decision no later than April 30th.~~ **No applications will be reviewed during the months of July or August.**
- (5) Applications to the Committee must be in writing **and completed in accordance with the guidelines set out by the Committee.**
- (6) The decision of the Professional Development Committee shall be by majority and shall be final. **All notifications to applicants shall be done in writing by the Chair of the Committee.**
- (7) Educational Leave shall be granted for a period of no more than twelve (12) consecutive months. Under normal circumstances, no member shall be granted more than two (2) leaves within a period of six consecutive years.
- (8) The following entitlement shall be granted to an employee receiving leave under Clause A9.07:
- (i) An allowance based on the number of completed years of service of - a ~~instructor~~ **College Educator/Instructor** as follows:
- (a) An allowance of (50%) fifty percent of salary for **College Educators/Instructors** with (3) three completed years of service.
- (b) An allowance of (55%) fifty-five percent of salary for **College Educators/Instructors** with (4) four completed years of service.
- (c) An allowance of (60%) sixty percent of salary for **College Educators/Instructors** with (5) five completed years of service.

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- (d) An allowance of (65%) sixty-five percent of salary for **College Educators/Instructors** with (6) six completed years of service.
 - (e) An allowance of (70%) seventy percent of salary for **College Educators/Instructors** with (7) seven completed years of service.
 - (f) An allowance of (75%) seventy-five percent of salary for **College Educators/Instructors** with (8) eight completed years of service.
 - (g) An allowance of (80%) eighty percent of salary for **College Educators/Instructors** with (9) nine completed years of service.
- (ii) Where leave is granted for a full academic year of study, the **College Educator/Instructor** shall receive tuition and required textbooks, traveling and removal expenses from his/her place of employment to the location of the educational institution approved by each Professional Development Committee and return removal and travel expenses to his/her place of employment.
 - (iii) Where leave is granted for other than a full academic year but not less than six weeks, the **College Educator/Instructor** shall receive tuition and required textbooks, transportation to and from the educational institution, and an accommodation allowance of a maximum of **\$500** per week.
 - (iv) An allowance **from the Fund** equivalent to 100% of present salary will be paid to instructors granted Educational Leave, when:
 - (a) an instructor whose skills become technically obsolete requires retraining to satisfactorily carry out his/her work; and/or
 - (b) an instructor agrees to undertake a full course of studies at the request of the President when qualified persons cannot be recruited to carry out essential work.
 - (c) Where leave is granted for no more than six (6) weeks, instructors shall receive full or partial funding for tuition and transportation to and from the accredited educational institution to a maximum of two thousand dollars (\$2,000.00) upon production of all relevant receipts and transcripts of marks. All course work must be taken at an accredited college or university.
- (9) **College Educators/Instructors** granted Educational Leave shall retain their positions and seniority as per the Agreement and shall receive all other benefits pursuant to this Agreement.

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

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

PROFESSIONAL EXPERIENCE LEAVE

- A9.08
- (1) Professional Experience Leave shall be defined as leave for professional experiences through paid employment in business, industry, government, community or foreign service, or education.
 - (2) Any indeterminate, **seasonal, or** full-time **term College Educator /Instructor** shall be eligible for Professional Experience Leave.
 - (3) Applications to the Professional Development Committee must be in writing, **and recommended by the program manager and the Campus Director.**
 - (4) The decision of the Professional Development Committee shall be by majority and shall be final.
 - (5) Except in the case of Foreign Service Professional Experience Leave, no leave shall be granted for more than twelve (12) consecutive months. Under normal circumstances, no member will be granted more than two (2) leaves within a period of four (4) consecutive years.
 - (6) The Professional Development Committee may pay an amount sufficient to make salaries equal to current salary at the 100% level.
 - (7) ~~A~~ **College Educator/Instructor** seconded to a "Temporary Employer" as per Clause A9.08(8) for Foreign Service to two (2) years or less shall be seconded at no expense to the College. In the event that the salary of the member seconded is less than 100%, remuneration may be paid as per Clause A9.08(6).

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

AUDIT OF APPRENTICESHIP COURSES FOR UPGRADING

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- A9.09 (1) "Audit of Apprenticeship Courses for Upgrading" shall refer to leave for the purpose of auditing a course for which the **College Educator/Instructor** already has credit. The purpose of this audit shall be to refresh and upgrade the **College Educator/Instructor's** area of expertise.
- (2) Applications to the ~~appropriate~~ Professional Development Committee must be in writing **and recommended by the program manager and Campus Director.**
- (3) The decision of the Professional Development Committee shall be by majority and shall be final.
- (4) Remuneration while on leave for Audit of Apprenticeship Courses for Upgrading shall be 100% of salary and all benefits.
- (5) **College Educators/Instructors on leave for Audit of Apprenticeship Courses for Upgrading shall be paid tuition (if applicable), travel expenses limited to transportation to and from the training site, and \$500 a week as an accommodation allowance.**

LEAVE WITHOUT PAY OR ALLOWANCES

- A9.10 (1) Where operational requirements permit, leave without pay or allowances may be granted in special circumstances to a ~~an~~ **College Educator/Instructor** provided that the **College Educator/Instructor** does not have current vacation available to him. Leave without pay or allowances may be granted to take further training, to gain further experience, or to seek personal development. Requests for such leave must be submitted at least twelve (12) weeks in advance of the anticipated date of commencement of such leave, before such requests can be considered.
- (2) Time limits, pursuant to Clause A9.10(1) shall be waived when it can be established that the **College Educator/Instructor** was unable to comply with the time limits specified.
- (3) ~~An~~ **College Educator/Instructor** on leave without pay shall give the College ~~granting leave~~ written notice by ~~double~~ registered mail of his/her intention to return or resign at least ninety (90) calendar days before his/her designated date of return. Otherwise the position will not be held open for the **College Educator/Instructor.**
- (4) **College Educators/Instructors** on leave without pay shall have the right to pay into all normal benefit packages including the Employer's share if required.

SHORT-TERM TRAINING

A9.11 Short Course Attendance and Correspondence Courses

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

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

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

CONFERENCES, SEMINARS AND WORKSHOPS

- A9.12 (1) Attendance at conferences, seminars or workshops that are directly related to an **College Educator/Instructor's** duties within his/her respective Department may be ~~approved by the Program Head~~ **recommended by the program manager to the Campus Director for approval**.

- (2) Costs for such conferences, seminars or workshops, including accommodation, transportation, tuition, books, etc., shall be paid out of the Short-Term Training Fund.

TRAINING FOR NEW OR CONTINUING INSTRUCTORS REGULATIONS

- A9.13 (1) **College Educator/Instructor** training courses may be made available, preferably through the College. In some instances, the President might determine that attendance is mandatory.

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

OTHER ITEMS

- A9.14 Notwithstanding any of the regulations cited in Clause A9.07, **College Educator/Instructors** seeking Long Term **Education and Training** for reasons of redundancy may be given top priority.

INSTRUCTORS' TRAINING

- A9.15 Instructors hired after December 6, 1984 will have completed, or will be required to complete six (6) weeks of full time coursework in adult education **in the first two (2) years of employment**. This coursework includes as a minimum, modules in needs analysis, planning instruction, delivery techniques and evaluating learning performance. Equivalent training or a demonstrated capability in training can be accepted in lieu of the formal coursework. ~~The Review Committee will assess the qualifications of newly hired instructors in this area and specify if any further training must be undertaken.~~ **Indeterminate Instructors are also required to complete a certificate in Adult Education. This certificate must be completed within five (5) years of hire.**

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

~~No further step progression will be permitted until the remaining portion of instructors' training has been satisfactorily completed.~~

NOTIFICATION

New Instructors shall be informed in their job offer of their placement on the grid and whether they require any further training in adult education. ~~For newly hired instructors, the Selection Board may act as the Educational Review Committee.~~

- A9.16 SENIOR INSTRUCTOR ALLOWANCE

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

- A9.17 APPOINTMENT

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

1. For each full academic year of post secondary teaching experience, they will be given one additional step;

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

NOTE:

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

APPENDIX A10 HEALTH CARE PRACTITIONERS

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

The following Articles of the Agreement are modified:

ARTICLE 16

DESIGNATED PAID HOLIDAYS

DELETE 16.03 (i) and (ii)

16.03 ~~(i) When a designated paid holiday coincides with an employee's day of rest, the holiday shall be moved to another working day requested by the employee, and approved by the Employer, or if operational requirements do not permit the time off, a lieu day shall be credited to the employee for use at a later date.~~

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

(e) (i) On April 1 of each year a full-time employee scheduled to work outside the standard hours of work shall be entitled to a designated paid holiday bank equivalent to the number of designated paid holidays as specified in Article 16 in the current fiscal year multiplied by 7.5 hours.

(ii) Banked hours shall be taken at a time mutually agreeable to the Employer and the employee. At the end of the fiscal year any unused banked hours shall be carried over to the next fiscal year.

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

A10.A

LAUNDRY POLICY

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

Uniforms and clothing purchased by the employee will not be laundered by the Employer. However, each employee who is required to wear a uniform shall be paid an allowance of **thirty five dollars (\$35.00)** ~~twenty-five dollars (\$25.00)~~ per month to assist in the purchase and cleaning of the uniforms.

A10.B

MODIFIED WORK WEEK

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

A10.B6. DESIGNATED PAID HOLIDAYS

~~DELETE (1) An employee working an extended work day and compressed work week shall be entitled to the designated paid holidays as specified in Article 16 and shall be paid for same at the employee's basic rate for 7.5 hours.~~

REPLACE WITH (1) On April 1 of each year a full-time employee working an extended work day and compressed work week shall be entitled to a designated paid holiday bank equivalent to the number of designated paid holidays as specified in Article 16 in the current fiscal year multiplied by 7.5 hours.

DELETE (2) ~~When a day designated as a holiday under Clause 16.01 coincides with an employee's day of rest, the employee shall be paid for the holiday at the employee's basic rate for 7.5 hours, or at the employee's request, the holiday shall be taken at a later date.~~

NEW:

- (2) Banked hours shall be taken at a time mutually agreeable to the Employer and the employee. At the end of the fiscal year any unused banked hours shall be carried over to the next fiscal year.**
- (3) When more than one (1) employee requests time off with pay for these purposes and for operational reasons not all employees are granted the leave, length of service with the Employer shall be the sole deciding factor.**
- (4) When one employee(s) applies for annual leave and another employee(s) applies for banked hours off under this article, the request of the employee applying for annual leave shall receive first preference.**

RENUMBER AND AMEND

- (5) When an employee is required to work on a designated paid holiday as part of the employee's regularly scheduled hours of duty or as overtime when the employee is not scheduled to work, the employee shall be paid in addition to the hours the employee has banked had the employee not worked on the holiday twice (2) the employee's straight time rate for all hours worked;**

DELETE (3)(a) (b) AND INCORPORATE INTO (5) ABOVE:

~~(a) twice (2) the employee's straight time rate for all hours worked;~~

DELETE ~~(b) an equivalent combination of cash and a day of leave at a later date convenient to both the employee and the Employer.~~

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

~~Where the Employer requires the employee to take a job related course, the employee shall be given leave with pay to attend.~~

NEW APPENDIX – To Replace Current MOU on Ferry Workers

APPENDIX A12 MARINE WORKERS

NEW:

A12.01 The provisions of the Collective Agreement shall apply to employees operating the ferry services for the Department of Transportation except as modified by the Appendix. In any case where a provision contained in this Appendix conflicts with a provision of the Collective Agreement, the provision contained in this Appendix shall prevail.

A12.02. Marine workers in term and indeterminate positions are deemed as seasonal employees.

A12.03 The standard scheduling of regular hours of work for marine workers, for seasonal operations, will be pro-rated for the period of the season based on the yearly hours of 1950.

NEW

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

A12.04 The daily scheduled hours of work may be up to a maximum of twelve (12) hours. The applicable overtime rates shall apply to shift hours greater than eight (8).

A12.05 Marine Captains, Marine Engineers, and First Mates, may be scheduled up to a maximum of 28 continuous days of work.

12.06 Marine Engineers will be required to report to work one-half hour prior to the first scheduled daily run of the ferry to prepare the vessel and one-half hour after the last daily run of the ferry to shut down the vessel, when operations are not on a continuous 24 hours 7 days per week basis. The applicable overtime rate shall apply.

A12.07 Due to the operational requirements for winter service and the Employer's inability to accurately forecast changing river conditions for ferry operations, the Employer requires flexibility in scheduling employees' hours of work and shift schedules. This may include a decrease in hours of work during the winter months to eight (8) hours per shift, to allow for an additional crew to maintain operations on a 24-hour basis or an increase in hours of work to up to twelve (12) hours to maintain operations on a 24- hours basis. The Employer and the Union agree to waive the 14-day minimum requirement of article

22.03(a)(ii), for the winter operational period only. Where the Employer revises the employee's work schedule, the employee shall be compensated at the rate of time and one-half (1 ½) for the first full shift worked on the new schedule. Subsequent shifts worked on the new schedule shall be paid for at the straight time rate.

- A12.XX When the Employer supplies tools, the Tool allowance will not be paid.
- A12.YY The Employer agrees to provide the following clothing to employees in Marine operations:
- Boot allowance in accordance with Article 46.06 at the start of the season
 - Coveralls, gloves, goggles and appropriate winter wear in accordance with Article 46.
- A12.ZZ Deck Hands and Oilers who are unable to return to their home base overnight will be provided with per diems in accordance with Article 45.

NEW APPENDIX

TERM EMPLOYEES

- AX.01 The Employer shall hire term employees for a period not to exceed forty-eight (48) months of continuous employment in any particular department, board or agency.
- AX.02 Term Employees shall be entitled to all the provisions of this Collective Agreement. Terms of six months or less are not eligible to contribute to the pension plan (Superannuation), the Public Service Health Care Plan and to disability insurance.
- AX.03 If an Employee in a term position is to be extended beyond 48 months of continuous employment in that position, the Employer shall consult with the Union.
- AX.04 Where annual leave or the use of lieu time has been denied due to operational requirements, Term Employees will be allowed to use any unused annual leave and lieu time to extend their employment. Where employment is extended at the request of the Employee, if the new term exceeds 48 months consultation with the Union is not required.
- AX.05 Term Employees shall be entitled to Maternity and Parental Leave allowances provided the Employee's current term of employment provides sufficient time to completely fulfill the return of service commitment required after the return from maternity or parental leave.

A letter will be provided to the UNW from the Deputy Minister of Human Resources stating employment advertisements will be changed effective the date of ratification to include:

“Eligibility lists may be created from this/these competition(s) to fill future term or indeterminate positions.”

**APPENDIX B
PAY SCHEDULES**

AMEND TO READ

Effective April 1, 2009 all employees, except relief employees, shall take five days Mandatory Leave with Pay per fiscal year. Part time employees will have their entitlement pro-rated.

Non-Continuous Positions

- **Mandatory Leave with Pay will be taken between December 19th and January 5th on days set by the Employer.**
- **Employees on leave without pay on the working day immediately preceding and following the days set by the Employer are not eligible for the Mandatory Leave with Pay days except where leave has been granted under Article 12.**
- **Employees in non-continuous positions will be provided with the five days of Mandatory Leave with Pay no matter what their start date in that fiscal year.**
- **Mandatory Leave with Pay days will not be paid out if an employee terminates his/her employment prior to the days set by the Employer.**
- **Casual employees assigned non-continuous work will be provided with the five days of Mandatory Leave with Pay no matter what their start date in that fiscal year.**

Continuous Positions

- **Mandatory Leave with Pay will be scheduled in advance to be taken at a time that is mutually acceptable to the employee and the Employer.**
- **Where the employee and the Employer are unable to schedule some or all of the Mandatory Leave with Pay, the employee will be paid out the**

remaining value of the Mandatory Leave with Pay days at the end of the fiscal year.

- Where an employee is on leave without pay for more than three months, except for leave granted under Article 12, the employee will be entitled to a pro-rated amount of Mandatory Leave with Pay.
- Where an employee terminates his/her employment prior to the end of the fiscal year, the employee will be paid out the remaining pro-rated value of Mandatory Leave with Pay days.
- Casual employees assigned continuous work will be entitled to a pro-rated amount of the five days of Mandatory Leave with Pay.

PAY SCHEDULES

April 1, 2009 increase the pay line by 2.0%

April 1, 2010 increase the pay line by 2.5%

April 1, 2011 increase the pay line by 2.75%

Effective April 1, 2010 add a new step (Step 7) to the pay grid.

- Employees who have been at Step 6 for 1 year or more effective April 1, 2010 will move to Step 7
- Employees who have been at Step 6 for less than a year effective April 1, 2010 will move to Step 7 on their regular increment date

Effective April 1, 2011 add a new step (Step 8) to the pay grid

- Employees who have been at Step 7 for a year effective April 1, 2011 will move to Step 8
- Employees who have been at Step 7 for less than a year effective April 1, 2011 will move to Step 8 on their regular increment date

NEW APPENDIX SOCIAL JUSTICE FUND

The Employer shall deduct from each bargaining unit member's pay two cents (2¢) per hour for all hours worked to the PSAC Social Justice Fund. Contributions to the Fund will be made quarterly, and such contributions remitted to the PSAC National Office. Contributions to the Fund are to be utilized strictly for the purposes specified in the Letters Patent of the PSAC Social Justice Fund.

DELETE MOU – Dental Plan p. 158

JOB SHARE
MEMORANDUM OF AGREEMENT
Employees in Health and Social Services Authorities

The parties agree as follows:

1. Job sharing is a voluntary arrangement between the Employer and two **or more** employees of a **Health and Social Services Authority in the Public Service** by which two **or more** employees agree to share the responsibilities and tasks of a full-time job in such a manner that each attends in the position for separate periods of time.
2. The terms and conditions governing job share arrangements will be as agreed to by the Union and the Employer.
3. The terms and conditions of job sharing arrangements agreed to by the parties form part of the Collective Agreement.
4. The terms and conditions of the Collective Agreement apply to the employees participating in a job sharing arrangement except as modified in this Memorandum.

PARTIALLY FILLED JOB SHARE POSITIONS

1. **Where an employee wishes to enter into a job share arrangement, and no other employee has been identified or agreed to share the position, the Employer may enter into a ‘job share employee extended’ employment relationship with the sole employee, while the employee and the Employer continue to seek another employee or candidate to fill the remaining portion of the position.**
2. **While the employee and the Employer continue to seek another employee or candidate to fill the remaining portion of the position, the Employer may place casual employees or transferred employees to fill the remaining portion of the position.**
3. **If, at the conclusion of one year of employment in a job share position, no other employee or candidate has been identified or agreed to share the position, the job share arrangement will terminate. The shared position will revert to a full-time indeterminate position, and in the case of an indeterminate employee, the employee will have the option to assume that position full time. In the case of an employee employed on a term basis for more than one year, the employee will have the option to assume that position full time until the end of the period of term employment.**
4. **The partially filled job share arrangement may be extended beyond one year, only with the approval of the Union. The Employer will ensure that a series of one-year term employees are not employed in lieu of filling the remaining portion of a job share position.**

COLLECTIVE AGREEMENT

AMEND TO READ:

2. DEFINITIONS

- (a) "Job Share Employee Extended": An indeterminate **or term** employee who has entered into a voluntary arrangement in which two **or more** employees share one full-time job in such a manner that each attends in the position for separate extended periods of time of **six weeks** or more. Such employees shall be treated for the purpose of receipt of benefits as seasonal employees.
- (b) "Job Share Employee Part-time": An indeterminate employee who has entered into a voluntary arrangement in which two employees share a full-time indeterminate job in such a manner that each attends in the position in any form of rotation of up to two weeks on and two weeks off; such employees shall be treated for the purpose of receipt of benefits as part-time employees.
- (c) 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".

18. VACATION LEAVE

DELETE EFFECTIVE April 1, 2011

- ~~———— (a) ——— In lieu of vacation leave a "job share employee extended" shall be entitled to vacation pay at 6%, 8%, 10% or 12% of his/her earnings in accordance with accumulated length of service every pay period.~~
- ~~———— (b) ——— A job share employee part-time shall earn vacation leave in accordance with hours worked.~~

42/43 INCOMING AND ULTIMATE REMOVAL ASSISTANCE

Job share employees shall be entitled to Articles 42 and 43 of the Collective Agreement except that where an employee receives assistance to return to the point of hire and back to the community of employment after each rotation the following will apply:

- (a) No ultimate removal or removal on initial appointment will be provided. However, transportation costs including meals and interim lodging en route plus cost for shipment of **two hundred and twenty five (225) kilograms** ~~five hundred pounds (500 lbs.)~~ of luggage for the employee and each dependant will be provided for each rotation.
- (b) For the purpose of this clause only, a rotation is considered to be the move to the place of employment and the move from the place of employment before and after each period of job share service.

**MEMORANDUM OF AGREEMENT
BETWEEN
THE GOVERNMENT OF THE NORTHWEST TERRITORIES
AND
THE UNION OF NORTHERN WORKERS**

AURORA COLLEGE EDUCATORS

The parties agree that the provisions of Article A9.01 shall take effect upon ratification of this collective agreement and remain in effect until ratification of the collective agreement which replaces the 2009 - 2012 collective agreement. Upon ratification of the collective agreement which replaces the 2009 - 2012 collective agreement, this Memorandum shall expire.

The GNWT and the UNW agree, as part of the negotiations to replace the 2009 - 2012 collective agreement, to negotiate the provisions of Article A9.01. If the parties are unable to reach an agreement on Article A9.01, the provisions of Article A9.01 and A6 contained in the 2005-2009 collective agreement, and included below, shall apply in the collective agreement which replaces the 2009 - 2012 collective agreement.

The GNWT and the UNW shall create a committee comprised of three College Educators, one from each College campus, and three representatives designated by the College to meet at least two times each academic year to review the application of the new language in Article A9.01. The College would provide for the travel and accommodation costs incurred by the College Educators to attend these meetings.

**APPENDIX A9
COLLEGE EDUCATORS**

A9.01(a)(d)(e), and A9.02 to A9.14 inclusive, "instructor" includes adult educator.

A9.01(a) The College instructional year will be two hundred (200) working days for each instructor. The Employer shall make every reasonable effort to schedule the working days between September 1 and June 30. A working day consists of 7.5 consecutive hours and the work week shall be 37.5 hours, Monday to Friday.

(b) Class contact hours for instructors shall not exceed 900 hours in any instructional year. Contact hours beyond 450 hours in either half of the year shall be on a voluntary basis and paid in accordance with A9.01(c). One contact hour shall be one hour of lecture, seminar, shop, workshop, laboratory work, tutorial or group remedial sessions.

(c) Instructors who are required by the Employer to work in excess of the instructional year or in excess of or outside of A9.01(a) or (b) shall receive overtime at one and one-half times his/her straight time rate.

-
- (d) Annual salary is calculated on the basis of an instructor working 200 days per instructional year.
 - (e) The instructor shall have a minimum of one week without class contact between courses.
 - (f) An instructor's vacation leave taken between the end of that instructor's instructional year and the start of the instructor's next instructional year shall not be counted as working days for that instructor.

APPENDIX A6

A6.06 Pay Rates for Adult Educators in Training:

- (a) Three Year Training Program
 - Year One: 75% of Basic Adult Educator Salary
 - Year Two: 80% of Basic Adult Educator Salary
 - Year Three: 85% of Basic Adult Educator Salary
- (b) Two Year Training Program
 - Year One: 80% of Basic Adult Educator Salary
 - Year Two: 85% of Basic Adult Educator Salary