

## ARTICLE 29

STANDBY

- 29.01 (1) Where the Employer requires an employee to be available on standby during off-duty hours, an employee shall be entitled to a standby payment of one hour's pay at the employee's base salary for each eight (8) consecutive hours or portion thereof that he/she is on standby, except on his/her days of rest and designated paid holidays.

For each eight (8) consecutive hours or portion thereof that an employee is on standby on a day of rest or a designated paid holiday, he/she shall be paid one and one-half hours pay at the employee's base salary.

- (2) An employee designated by letter or by list for standby duty shall be available during his/her period of standby at a known telephone number and be available to return for duty as quickly as possible if called. In designating employees for standby the Employer will endeavour to provide for the equitable distribution of standby duties among readily available, qualified employees who are normally required, in their regular duties, to perform that work.
- (3) No standby payment shall be granted if an employee is unable to report for duty when required.
- (4) 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.
- (5) Except in the case of an emergency, standby schedules shall be posted fourteen (14) days in advance of the starting date of the new shift schedule.

29.02 When an employee on standby is required to report for work, he/she shall be reimbursed transportation costs as follows:

- (a) Actual cost of commercial transportation each way not to exceed **ten dollars (\$10.00)** without the production of a receipt;
- (b) Where he/she uses his/her personal motor vehicle, the appropriate distance rate specified in Clause 45.11(a)(i).

**29.03 (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 (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.**

**29.04** Subject to operational requirements and where there is cause, employees may refuse to be on standby during off-duty hours.

## ARTICLE 30

### TECHNOLOGICAL CHANGE

30.01 Technological change means:

- (a) the introduction by the Employer of equipment or material of a different nature than that previously utilized; and
- (b) a change in the Employer's operation directly related to the introduction of that equipment or material.

### NOTICE

30.02 When the Employer is considering the introduction of a technological change which would result in significant changes in the employment status or working conditions of employees, it shall provide the Union and every affected employee, at least six (6) months notice before the introduction of a technological change, with a written description of the change it intends to carry out, disclosing foreseeable adverse effects on employees.

UNION-MANAGEMENT MEETINGS ON CHANGES

- 30.03 Where the Employer has notified the Union that it intends to introduce a technological change, the parties undertake to meet within the next fifteen (15) days and to hold constructive and meaningful consultations in an effort to reach agreement on solutions and administrative procedures to deal with problems arising from the change.

COMMITMENT

- 30.04 The Employer shall make every reasonable effort to continued employment of employees who would otherwise become redundant because of technological change.

TRAINING

- 30.05 Where an employee requires new or different skills as a result of technological change, the Employer shall make every reasonable effort to provide the required training courses at no cost to the employee.

ARTICLE 31

PAY FOR TRAVEL ON BEHALF OF EMPLOYER

- 31.01 (1) Where an employee is required to travel on behalf of the Employer, he/she shall be paid as though he/she were at work for all hours traveled.
- (2) For the purpose of this Article, hours traveled includes a one (1) hour check-in period at airports (two (2) hours for flights originating outside Nunavut, the Yukon and the N.W.T.), bus depots, or train stations, as well as a one (1) hour check-out period at each overnight stopover and at the final destination. Hours traveled also include time spent waiting for connecting flights, trains or buses, but is exclusive of overnight stopovers.
- (3) The Employer will make every reasonable effort to restrict travel outside of the employee's headquarters that requires absence from home beyond a period, which includes two (2) weekends.
- (4) Where an employee is absent from home on a designated paid holiday or day of rest and does not work or travel, he/she shall receive payment **up to a maximum of his/her standard daily hours**, at time and one-half (1 1/2) his/her rate of pay or be granted the equivalent leave with pay.

## ARTICLE 32

SEVERANCE PAYLAY-OFF

- 32.01 An employee who has one year or more of continuous employment and who is laid off is entitled to be paid severance pay.
- 32.02 An employee who is laid-off following the signing of this Agreement may request one of the following options:
- (a) (i) Separation Assistance - The lay-off shall receive severance pay of two (2) weeks pay per year for the first ten complete years of continuous employment, and three (3) weeks pay for each succeeding complete year of continuous employment. The lay-off can request this payment be made bi-weekly to extend employment or in annual instalments. The total amount of severance pay which may be paid under this sub-clause shall not exceed 65 weeks of pay.
  - (ii) The Employer may waive the requirement to work the three month notice period or portion thereof and provide 13 weeks pay, or appropriate portion thereof in lieu:
    - (1) when the Employer determines the lay-off's work should be discontinued. The lay-off shall be provided priority staffing status for three months.
    - (2) when, upon the request of the lay-off, the Employer determines the lay-off's work can be discontinued. The lay-off waives the three month priority staffing status;
- or;
- (b) (i) Severance Priority - The lay-off shall receive severance pay of two (2) weeks pay for the first complete year of continuous employment, two (2) weeks pay for the second complete year of continuous employment and one (1) week of pay for each succeeding complete year of continuous employment. The total amount of severance pay which may be paid under this sub clause shall not exceed 28 weeks of pay.

- (ii) The lay-off shall be provided priority staffing for eighteen (18) months from the last day of the lay-off notice period. Where a lay-off accepts an appointment that is not indeterminate the lay-off shall continue to be provided priority staffing for the length of the appointment plus three (3) months. At no time will the length of the priority status be less than eighteen (18) months.
- (iii) The Employer may waive the requirement to work the three month notice period or portion thereof and provide 13 weeks pay, or appropriate portion thereof in lieu:
  - (1) when the Employer determines the lay-off's work should be discontinued. The lay-off shall be provided priority staffing status for three months.
  - (2) when, upon the request of the lay-off, the Employer determines the lay-off's work can be discontinued. The lay-off waives the three month priority staffing status;
    - or;
- (c) Retraining - The lay-off shall, during the 3 month notice period be eligible for this option if:
  - (i) the lay-off has three (3) years of continuous service;
  - (ii) there is a specific vacant position or anticipated vacancy for which no other lay-off qualifies and the lay-off may become qualified with retraining; and
  - (iii) the employee and the Employer agree that the retraining can be completed within 12 consecutive months.

Retraining shall consist primarily of on-the-job training but may include course work or other formal training including college or university.

Where practicable, the retraining shall take place in the lay-off's headquarters.

Lay-offs undertaking retraining shall be paid at their current range. Upon successful completion of retraining, the lay-off shall be appointed to the position for which she/he was retrained. The Employer shall pay all authorized costs associated with retraining including but not limited to tuition, travel and relocation.

Continuation and completion of a retraining plan are subject to satisfactory performance by the lay-off. Lay-offs who are unsuccessful in

retraining shall be considered to be at the beginning of their lay-off period and they shall be notified in writing prior to the commencement of the lay-off period.

or;

- (d) Education Assistance - The lay-off may be eligible to apply for this option if:
- (i) the lay-off has 3 years of continuous employment.
  - (ii) the proposed program of study relates to positions within the Government.
  - (iii) the lay-off provides proof of acceptance in an educational program.

The Employer will pay for all of the costs of education assistance.

The lay-off is eligible for education assistance, which is 80% of the lay-off's current salary for a period of up to twelve months. The lay-off is not eligible for priority status and is not guaranteed any future employment with the Employer.

Education assistance may be paid out over a term longer than twelve months to permit the lay-off to attend two consecutive semesters of instruction; however, the total amount paid out will not exceed 80% of twelve months salary.

32.03 In the case of an employee who is laid-off for a second or subsequent time following the signing of this Agreement the amount of severance will be calculated on complete years of continuous service less any period in respect of which the employee was granted severance pay.

32.04 In the case of a term employee, which is a person other than an indeterminate employee who is employed in excess of four months, who is laid off the severance the employee receives shall not exceed the pay equal to the remainder of the term.

#### RESIGNATION, RETIREMENT AND DEATH

32.05 Employees commencing employment before September 2, 1995 shall receive severance pay on resignation, retirement or death in accordance with the severance pay provisions identified in Articles 32.05, 32.06 and 32.07 of the Collective Agreement between the Employer and the Union, which expired March 31, 1994, for the length (duration) of their employment.

TERMINATION FOR HEALTH REASONS

- 32.06 This Clause shall apply to an employee whose employment is terminated as a result of a recommendation made to the Employer that the employee was incapable of performing his/her duties because of chronically poor health; and when such occurs:
- (a) the employee shall be paid severance pay equal to the product obtained by multiplying his/her weekly rate of pay on termination of employment by the number of completed years of his/her continuous employment to a maximum of thirty (30), less any period of continuous employment in respect of which severance pay was previously granted.
  - (c) when employment is terminated under this Clause the employee shall have the right to waive his/her entitlement to severance pay and, in lieu thereof, be granted an equivalent period of leave with pay.

DISMISSAL, ABANDONMENT OF POSITION

- 32.07 An employee who is dismissed for cause from the Public Service or who has been declared to abandon his/her position shall not be entitled to severance pay.

VOLUNTARY SEPARATION

- 32.08 In the case of an employee terminated under Voluntary Separation the employee is eligible to severance as follows:

<u>Complete Years of Continuous Service</u>	<u>Weeks of Pay at Regular Rate of Pay</u>
1	15
2	16
3-4	17
5-6	18
7-8	19
9-10	22
11-12	25
13-14	28
15-plus	30

## ARTICLE 33

LAY-OFF

- 33.01 (a) (i) Where the duties of a position held by an employee are no longer required to be performed, the Employer may lay-off the employee. The Employer and the Union recognize the necessity and the justice of the application of the merit principle, which means qualifications and competence, in determining who will be laid off. It is agreed that where two (2) employees of equal merit face being laid off, length of service will be the deciding factor.
- (ii) In order to minimize the adverse effects of lay-off, the Employer will provide retraining where practical.
- (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 Lay-off 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 lay-off 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 Lay-off 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 Lay-off Dispute Officer shall prepare a report of his or her findings, the decision reached and the reasons for the decision.**
  - vi. **The Lay-off Dispute Officer shall provide all parties with a copy of the report without delay.**

**The Lay-off 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 Lay-off 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.

- 33.02 Before an employee is terminated by the Employer and the employee ceases to be an employee, the following provisions apply:
- (a) each such employee shall be given three (3) months lay-off notice in writing of the effective date of his/her lay-off;
  - (b) every employee shall be entitled to options in accordance with the provisions in Article 32;
  - (c) every employee subject to being laid-off shall, during the three (3) months notice period, be granted reasonable leave with pay for the purpose of being interviewed and examined by a prospective employer and to such additional leave with pay as the Employer considers reasonable for the employee to travel to and from the place where his/her presence is so required;
  - (d) the Employer shall make every attempt to provide a reasonable job offer within the employee's headquarters; including the consideration of appointment to positions occupied by employees who have applied for Voluntary Separation.
  - (e) employees who refuse a reasonable job offer by the Employer are no longer considered laid-off as per Article 2.01(t) and will receive severance in accordance to either Article 32.05 or 32.06;

- (f) employees who accept a lower level position shall continue for a period of one year, to receive the salary and negotiated pay increases she/he was receiving or would receive had she/he not been served with lay-off notice or laid off.

**33.03 An employee who is to receive a lay-off notice shall be given 24 hours advance notice of the meeting at which lay-off notice is to be given. The employee will be advised that he/she is entitled to have union representation at the meeting.**

#### ARTICLE 34

##### STATEMENT OF DUTIES

- 34.01 When an employee is first engaged or when an employee is reassigned to another position in the Bargaining Unit, the Employer shall, before the employee is assigned to that position, provide the employee with a current and accurate Statement of Duties of the position to which he/she is assigned.
- 34.02 Upon written request, an employee shall be entitled to a complete and current Statement of Duties and Responsibilities of his/her position, including the position's job evaluation level and point rating allotted by factor, where applicable.

#### ARTICLE 35

##### EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

- 35.01 (a) When a formal review of an employee's performance is made, the employee concerned shall be given the opportunity to discuss and then sign the review form in question to indicate that its contents have been read and understood. The employee shall also be given the opportunity to provide written comments to be attached to his/her performance appraisal. The employee shall be permitted up to 14 days from the time he or she is presented with the review form to provide his or her signature and written comments.
- (b) After the employee has signed the performance appraisal, the employee's supervisor who completed the appraisal shall not add any further comments.

- (c) Should the employee's reviewing officer add any comments to the employee's performance appraisal, the employee shall be entitled to comment on the reviewing officer's comments within 14 days of the date that the employee is provided with the reviewing officer's comments.
  - (d) The employee may use the grievance procedure in Article 37 to correct any factual inaccuracies in his/her performance appraisal.
  - (e) The formal review of an employee's performance shall also incorporate an opportunity for the employee to state his/her career development goals and that every effort be made to develop the career potentials of each individual through In-Service Training, Retraining, or any other facets of career development which may be available.
- 35.02 The Employer agrees not to introduce as evidence in the case of promotional opportunities or disciplinary action any document from the file of an employee, the existence of which the employee was not made aware, by the provision of a copy thereof at the time of filing or within a reasonable period thereafter.
- 35.03 Any document or written statement related to disciplinary action, which may have been placed on the Personnel file of an employee, shall be destroyed after 18 months of employment have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.
- 35.04 Upon written request of an employee, the personnel file of that employee shall be made available for his/her examination at reasonable times in the presence of an authorized representative of the Employer.

## ARTICLE 36

### JOB EVALUATION

- 36.01 During the term of this Agreement, if a new or revised Job Evaluation System is implemented by the Employer, the Employer shall before applying the new or revised Job Evaluation System, negotiate with the Union the rates of pay and the rules affecting the pay of employees for the evaluations affected. If the parties fail to reach agreement within sixty (60) days from the date on which the Employer submits the new or revised standard to the Union, the Employer may apply the new rates of pay and the Union may refer the matter to arbitration. The arbitrator's decision will be retroactive to the date of application of the new rates.

36.02 During the term of this Collective Agreement the Hay Job Evaluation Guide Charts, in conjunction with benchmark positions as set out in the Job Evaluation Manual, will be used for assessing the value of positions to which employees are assigned. Upon request, an employee shall be provided with access to a copy of the job evaluation manual including guide charts.

36.03 (1) Where an employee believes that his/her position has been improperly evaluated and prior to filing an appeal under Clause 36.04, the employee is encouraged to discuss the evaluation of his/her position with his/her supervisor or a representative of management who is knowledgeable in the job evaluation system.

(2) Upon request the employee shall be provided a copy of the job description for his/her position together with the point rating and the rationale supporting the point rating assigned.

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.

(b) The Job Evaluation Appeal Board shall consist of two representatives of the Employer and two representatives of the Union. All members of the Job Evaluation Appeal Board must be trained on the use of the Job Evaluation System.

(c) The Job Evaluation Appeal Board may sit in Yellowknife or at some other place in the Northwest Territories that may seem appropriate to the Board under the circumstances. The Board shall give the employee and/or the employee's representative an opportunity to be heard and to explain the reason(s) for the appeal.

(d) The Job Evaluation Appeal Board may by a unanimous decision, either determine that the employee's evaluation is proper or determine that the employee has been improperly evaluated in his/her position and determine the proper evaluation for the position.

- (e) The unanimous decision of the board is binding on the Employer, the Union and the employee until such time as that employee has been promoted, transferred, or the job description is changed by the Employer and has been re-evaluated.
- (2)
- (a) Should the Job Evaluation Appeal Board be unable to reach a unanimous decision, the employee may withdraw the appeal or request that the Deputy Head refer the appeal to a Job Evaluation Review Board.
  - (b) The Job Evaluation Review Board shall consist of a representative of the Employer, a representative of the Union and an independent chairperson. All members of the Job Evaluation System must be trained on the use of the Job Evaluation System.
  - (c) The Chairperson of the Job Evaluation Review Board shall be chosen by the Employer and the Union, where they fail to agree on the appointment of a Chairperson, the appointment shall be made by the Supreme Court of the Northwest Territories upon the request of either party.
  - (d) The Job Evaluation Review Board may sit in Yellowknife or at some other place in the Northwest Territories that might seem appropriate to the Board under the circumstances. The Board shall give the employee and/or the employee's representative an opportunity to be heard and to explain the reason(s) for the appeal.
  - (e) The Job Evaluation Review Board may, by a majority decision, either determine that the employee's evaluation is proper or the Board may, determine that the employee has been improperly evaluated in his/her position and determine the proper evaluation for the position.
  - (f) The majority decision of the Board is binding on the Employer, the Union and the employee until such time as that employee has been promoted, transferred, or the job description is changed by the Employer and has been re-evaluated.

36.05 An employee may withdraw his/her appeal at any time during the process described in this Article.

## ARTICLE 37

ADJUSTMENT OF DISPUTES

- 37.01 (1) The Employer and the Union recognize that grievances may arise in each of the following circumstances:
- (a) By the interpretation or application of:
    - (i) a provision of an Act, or a regulation, direction or other instrument made or issued by the Employer dealing with terms or conditions of employment;
    - (ii) a provision of this Collective Agreement or Arbitral Award.
  - (b) Disciplinary action resulting in demotion, suspension, or a financial penalty.
  - (c) Dismissal from the Public Service.
  - (d) Letters of discipline placed on personnel file.
- (2) The procedure for the final resolution of the grievances listed in (1)(a) above is as follows:
- (a) Where the grievance is one, which arises in circumstances outlined in (1)(a)(i) or in (d), the final level of resolution is to the Minister responsible for the *Public Service Act*.
  - (b) Where the grievance is one which arises out of the interpretation or application of the Collective Agreement the final level of resolution is to arbitration.
  - (c) Where the grievance arises as a result of disciplinary action resulting in demotion, suspension, or a financial penalty or dismissal from the Public Service, the final level of resolution is to arbitration.
- 37.02 If he/she so desires, an employee may be assisted and represented by the Union when presenting a grievance at any level.
- 37.03 An employee who wishes to present a grievance at any prescribed level in the grievance procedure, shall transmit this grievance to his/her immediate supervisor or local officer-in-charge who shall forthwith:

- (a) forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate level; and
  - (b) provide the employee with a receipt stating the date on which the grievance was received by him/her.
- 37.04 A grievance of an employee shall not be deemed to be invalid by a reason only of the fact it is not in accordance with the form supplied by the Employer. When filing a grievance, the employee shall make an effort to state the nature of the grievance, the circumstances from which it arose, the Articles that have been infringed upon and the redress sought.
- 37.05 Except as otherwise provided in this Agreement a grievance shall be processed by recourse to the following steps:
  - (a) First Level (first level of management)
  - (b) Final Level (Deputy Head)
- 37.06 The Employer shall designate a representative at each level in the grievance procedure and shall inform each employee to whom the procedure applies of the name or title of the person so designated, together with the name or title and address of the immediate supervisor or local officer-in-charge to whom a grievance is to be presented. This information shall be communicated to employees by means of notices posted by the Employer in places where such notices are most likely to come to the attention of the employees to whom the grievance procedure applies, or otherwise as determined by agreement between the Employer and the Union.
- 37.07
  - (a) The Union shall have the right to consult with the first level of management as part of processing the First Level Grievance.
  - (b) The Union shall have the right to consult with the designate of the Deputy Head prior to the Union presenting a grievance at the Final Level.
  - (c) The Union shall have the right to consult with the Financial Management Board Secretariat with respect to a grievance at each or any level of the grievance procedure.
  - (d) Where an employee is required to attend a meeting with the Employer or a representative of the Employer to deal with matters that may give rise to the suspension or discharge of an employee, that employee shall be advised 24 hours in advance of the meeting of his/her right to have a representative of the union at the meeting. At the employee's request, the meeting will be postponed for a maximum of three (3) working days.

- 37.08 An employee may present a grievance to the first level of the procedure in the manner prescribed in Article 37.04 not later than the fifteenth (15th) calendar day after the date on which he/she is notified orally or in writing or on which he/she first becomes aware of the action or circumstances giving rise to the grievance, excepting only where the grievance arises out of the interpretation or application with respect to him/her of this Collective Agreement, in which case the grievance must be presented within thirty (30) calendar days.
- 37.09 The Employer shall reply in writing to an employee's grievance within fourteen (14) calendar days at the first level, and within thirty (30) calendar days at the Final Level.
- 37.10 An employee may present a grievance at each succeeding level in the grievance procedure beyond the first level:
- (a) where the decision or settlement is not satisfactory to him/her, within fourteen (14) calendar days after that decision or settlement has been conveyed in writing to him/her by the Employer; or
  - (b) where the Employer has not conveyed a decision to him/her within the time prescribed in Article 37.10 within fourteen (14) calendar days after the day the reply was due.
- 37.11 Where an employee has been represented by the Union in the presentation of his/her grievance, the Employer will provide the appropriate representative of the Union with a copy of the Employer's decision at each level of the grievance procedure at the same time that the Employer's decision is conveyed to the employee.
- 37.12 No employee shall be dismissed without first being given notice in writing together with the reasons therefore. When the Employer dismisses an employee the grievance procedure shall apply except that the grievance may be presented at the final level.
- 37.13 The Union shall have the right to initiate and present a grievance on matters relating to health and safety to any level of management specified in the grievance procedure on behalf of one or more members of the Union.
- 37.14 An employee shall have the right to present a grievance on matters relating to the application or interpretation of this Agreement provided he/she first obtains the authorization of the Union prior to presenting such grievance.
- 37.15 An employee may, by written notice to the Deputy Head, withdraw a grievance provided that, where the grievance is one arising out of the application or interpretation of this Agreement, his/her withdrawal has the endorsement, in writing, of the Union.

- 37.16 The Union shall have the right to initiate and present a grievance to any level of management specified in the grievance procedure related to the application or interpretation of this Agreement on behalf of one or more members of the Union.
- 37.17 The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the employee, and where appropriate, the Union representative.
- 37.18 No proceedings under this Article are invalid by reason of any defect of form or any technical irregularity.

### ARBITRATION

- 37.19 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement including any question as to whether a matter is arbitrable or where an allegation is made that a term or condition of this Agreement has been violated, either of the parties may, after exhausting the grievance procedure in this Article, notify the other party in writing within twenty-one (21) days of the receipt of the reply at the Final Level, of his/her desire to submit the difference or allegation to arbitration under the *Public Service Act*.
- 37.20 (1) The parties agree that arbitration referred to in Clause 37.19 shall be by a single arbitrator, agreed upon by representatives of the parties from the following main and supplementary lists:
- (a) Main Arbitrators:
- Thomas Jolliffe  
Allan Hope  
**John Moreau**
- (b) Supplementary Arbitrators:
- Judi Korbin  
Gwen Randall  
Allen Ponak  
David Tettensor  
Robert Blasina  
**Adrian Wright**  
**Janet Alexander-Smith**
- (2) If the parties are unable to agree upon an arbitrator, either party may, within a 30 day period, apply to Supreme Court of the Northwest Territories to appoint an arbitrator from;

- (a) the main list referred to in Clause 37.20(1)(a); or
  - (b) in the event there are no arbitrators on the main list the parties will exchange lists consisting of two arbitrators they have selected from the supplementary list (37.20(1)(b)). Each party will then have the right to veto one of the arbitrators from the other parties' list. The selection will then be made from the remaining arbitrators by the Supreme Court of the Northwest Territories.
  - (c) When an arbitrator from the supplementary list (37.20(1)(b)) is used for four (4) formal arbitrations and neither the Union nor the Employer have any objections that arbitrator will be moved to the main list (37.20(1)(a)).
- (3) (a) Either party may have an arbitrator removed from either list by providing notice to the other party.
  - (b) An arbitrator can only be appointed to the main or supplementary lists by mutual consent of the parties.
- 37.21 (1) The arbitrator has all of the powers granted to arbitrators under Section 12 of the *Arbitration Act* in addition to any powers which are contained in this Agreement. An arbitrator in a discipline case has the power to rescind, alter or amend the disciplinary decision, including the ability to reinstate the grievor with full or partial compensation for lost wages, or the ability to award compensation in discipline or other alleged violations of the Collective Agreement.
- (2) The arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it.
- (3) The award of the arbitrator shall be signed by him/her and copies thereof shall be transmitted to the parties to the dispute.
- 37.22 The arbitrator shall not have the authority to alter or amend any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or to render any decision contrary to the terms and provisions of this Agreement, or to increase or decrease wages.
- 37.23 The Employer and the Union shall each pay one-half (1/2) of the remuneration and expenses of the arbitrator and each party shall bear its own expenses of every such arbitration.

- 37.24 Where a party has failed to comply with any of the terms of the decision of the arbitrator, either party or employee affected by the decision may, after the expiration of thirty (30) calendar days from the date of the release of the decision or the date provided in the decision for compliance, whichever is later, file in the office of Clerk of the Territorial Court, a copy of the decision, exclusive of the reason therefore in the prescribed form, whereupon the decision may be entered in the same way as a judgment or an order of that Court and may be enforceable as such.
- 37.25 Where an employee files a grievance against his/her dismissal from the Public Service, the provisions of Clause 37.19 apply.
- 37.26 In addition to the powers granted to arbitrators under Section 12 of the *Arbitration Act* the arbitrator may determine that the employee has been dismissed for other than proper cause and he/she may:
- (a) direct the Employer to reinstate the employee and pay to the employee a sum equal to his/her wages lost by reason of his/her dismissal, or such less sum as in the opinion of the arbitrator is fair and reasonable; or
  - (b) make such order as he/she considers fair and reasonable having regard to the terms of this Agreement.

#### EXPEDITED ARBITRATION

- 37.27 As an alternative to the formal arbitration process set out in the foregoing paragraphs, by mutual agreement of the parties, a grievance may be referred to a previously agreed upon person who shall hear the grievance and who shall at the conclusion of the hearing, give an oral decision without reasons. Such decisions may not be used to alter, modify or amend any part of the appropriate Collective Agreement, and are made without precedent or prejudice to similar or like cases. Such a decision shall be final and binding upon both parties and no further action may be taken on that grievance by any means.

#### ARBITRATION FEE SCHEDULE

- 37.28 Arbitrators will be paid two hundred (\$200.00) dollars per hour for pre-hearing preparations, hearings, award preparations to a daily maximum of one thousand eight hundred (\$1,800.00) dollars. Travel time will be paid at a rate of one hundred and twenty-five (\$125.00) dollars per hour.
- 37.29 In the event the parties agree the Fee Schedule has become outdated new mutually agreed upon rates will replace the rates in Clause 37.28.
- 37.30 Any out of pocket expenses will be reimbursed separately.

## ARTICLE 38

CONTRACTING OUT

- 38.01 The Employer will give all reasonable consideration to continued employment in the Public Service of employees who would otherwise become redundant because work is contracted out.
- 38.02 The Employer will seek the views of the Union before finalizing any plans to contract out work, which would or could result in employees becoming redundant. The Employer agrees to provide information, including the rationale, relevant to the work that is being reviewed for the potential of contracting out. If the Union provides its views in writing fifteen (15) days of the date the Employer formally advises of the intention to contract out work, the Employer will provide a formal response prior to finalizing its plans. The timeline may be extended by mutual consent of the parties and such request will not be unreasonably denied.

## ARTICLE 39

SUPERANNUATION

- 39.01 The *Public Service Superannuation Act* of Canada is a term or condition of employment for all eligible employees in the Bargaining Unit. Employee eligibility is determined by the *Public Service Superannuation Act*.
- 39.02 The parties agree that the Employer will pursue waivers to penalties to superannuation benefits arising from termination of employment due to lay-off.

## ARTICLE 40

SAFETY AND HEALTH

- 40.01 All standards established under the *Safety Act* and Regulations thereunder shall constitute minimum acceptable practice. The Employer shall continue to make all reasonable provisions for the occupational safety and health of employees. Such reasonable provisions shall include the provision of personal protection devices, such as alarms or other items which could enhance the safety of employees who are routinely required to work in potentially dangerous situations, where immediate help is not always available. The Employer will entertain suggestions on the subject from the Union and the Employer and the Union undertake to consult with a view to adopting and expeditiously carrying out reasonable procedures and techniques designed or intended to prevent or reduce the risk of employment injury.

- 40.02 (a) The Employer and the Union agree to establish **Joint** Health and Safety Committees. **There shall be a Union co-chair and an Employer co-chair.** A Committee shall be established for each work place where the Employer and the Union agree such a Committee is appropriate.

Each Committee shall consist of at least two persons, one of whom is an employee or, where the Committee consists of more than two persons, at least half of whom are employees who:

- (i) do not exercise managerial functions; and
- (ii) have been selected by the Union.

- (b) The following provisions will apply to the Health and Safety Committees:

(i) Powers of Committee

A Safety and Health Committee:

- (a) shall receive, consider and expeditiously dispose of complaints relating to the safety and health of the employees represented by the Committee;
- (b) shall maintain records pertaining to the disposition of complaints relating to the safety and health of the employees represented by the Committee;
- (c) shall co-operate with any occupational health service established to serve the work place;
- (d) may establish and promote safety and health programs for the education of the employees represented by the Committee;
- (e) shall participate in all inquiries and investigations pertaining to occupational safety and health including such consultations as may be necessary with persons who are professionally or technically qualified to advise the Committee on such matters;
- (f) may develop, establish and maintain programs, measures and procedures for the protection or improvement of the safety and health of employees;
- (g) shall monitor on a regular basis programs, measures and procedures related to the safety and health of employees;

- (h) shall ensure that adequate records are kept on work accidents, injuries and health hazards and shall monitor data relating to such accidents, injuries and hazards on a regular basis;
- (i) shall co-operate with safety officers appointed pursuant to the *Safety Act*;
- (j) may request from an Employer such information as the Committee considers necessary to identify existing or potential hazards with respect to materials, processes or equipment in the work place; and
- (k) shall have full access to all Government and Employer reports relating to the safety and health of the employees represented by the Committee but shall not have access to the medical records of any person except with the consent of that person.

(ii) Records

A Safety and Health Committee shall keep accurate records of all matters that come before it pursuant to subsection (b)(i) and shall keep minutes of its meetings and shall make such minutes and records available to a safety officer on his/her request. **Such minutes shall be approved by the Co-Chairs.**

(iii) Meetings of Committee

A Safety and Health Committee shall meet during regular working hours at least once each month and, where meetings are required on an urgent basis as a result of an emergency or other special circumstance, the Committee shall meet as required whether or not during regular working hours.

(iv) Payment of Wages

A member of a Safety and Health Committee is entitled to such time from his/her work as is necessary to attend meetings or to carry out any other functions as a member of the Committee, and any time spent by the member while carrying out any of his/her functions as a member of the Committee shall, for the purpose of calculating wages owing to him/her, be deemed to have been spent at his/her work.

(v) Limitation of Liability

No member of a Safety and Health Committee is personally liable for anything done or omitted to be done by him/her in good faith under the purported authority of this section or any regulations made under this section.

(vi) The Employer shall post and keep posted the names and work locations of all the members of the Safety and Health Committee established for the work place controlled by him/her in a conspicuous place or places where they are likely to come to the attention of his/her employees.

(c) The Employer and the Union shall, by mutual agreement, appoint Safety and Health representatives where the Employer and the Union agree such appointments are appropriate.

(d) The following provisions will apply to the Safety and Health representatives:

(i) Powers of Representative

A Safety and Health representative:

(a) shall receive, consider and expeditiously dispose of complaints relating to the safety and health of the employees represented by the representative;

(b) shall participate in all inquiries and investigations pertaining to occupational safety and health including such consultations as may be necessary with persons who are professionally or technically qualified to advise the representative on such matters;

(c) shall monitor on a regular basis, programs, measures and procedures related to the safety and health of employees;

(d) shall ensure that adequate records are kept on work accidents, injuries and health hazards and shall monitor data relating to such accidents injuries and hazards on a regular basis;

(e) may request from the Employer such information as the representative considers necessary to identify existing or potential hazards with respect to materials, processes or equipment in the work place; and

(f) shall have full access to all Government and Employer reports relating to safety and health of the employees represented by the representative but shall not have access to the medical records of any person except with the consent of that person.

(ii) Payment of Wages

A Safety and Health representative is entitled to such time from his/her work as is necessary to attend meetings or to carry out any other function as a Safety and Health representative of the Committee and any time spent by the Safety and Health representative while carrying out his/her functions as a Health and Safety representative of the Committee shall, for the purpose of calculating wages owing to him/her, be deemed to have been spent at his/her work.

(iii) Limitation of Liability

No Safety and Health representative is personally liable for anything done or omitted to be done by him/her in good faith under the purported authority of this section.

(iv) Posting of Name and Work Location

An Employer shall post and keep posted, in a conspicuous place or places where it is likely to come to the attention of his/her employees, the name and work location of the Safety and Health representative appointed for the work place controlled by him.

- 40.03 The Employer shall make reasonable efforts to refrain from assigning unnecessary outside work to an employee when extremely adverse outside weather conditions prevail.
- 40.04 For the purpose of the foregoing section, unnecessary work shall be taken to mean not requiring immediate attention to duties requiring outside work. The postponement of such could result in or might cause hazards or danger to the Employer's facilities or hazards, dangers, or discomfort to users of the Employer's services.
- 40.05 The Employer and the Union agree to encourage the employees to work in a safe manner and the employees shall observe the safety and health rules and practices established by the Employer. Employees failing to abide by safety rules and regulations may be subject to disciplinary action.

- 40.06 (a) Where the Employer requires an employee to undergo a specific medical, hearing or vision examination by a designated qualified medical practitioner, the examination will be conducted at no expense to the employee. The employee shall, upon written request, be able to obtain results of all specific medical, hearing or vision examinations conducted.
- (b) Employees shall authorize that the requested specific medical, hearing, or vision examination information be supplied to the Employer with the understanding that such information shall be maintained in a confidential manner in the Human Resource Section of the applicable Department, Board, Agency or Region. Employees shall not refuse to take such medical, hearing, or vision examinations.
- (c) Where an employee is required to undergo a medical examination in order to qualify for or maintain a license or other qualification required in the performance of that employee's duties, the examination will be conducted at no expense to the employee.
- (d) Where the Employer requires an employee to undergo vaccination, inoculation or other immunization, the vaccination, inoculation or other immunization will be conducted at no expense to the employee.
- 40.07 (a) Employees shall, as soon as practical, report all personal injuries and/or accidents, which occur on the job, to their immediate or designated supervisor. As deemed necessary, such accidents shall be jointly investigated by one member from management and one employee. Where practical, such members shall be from Joint Health and Safety Committees.
- (b) **If an issue arises regarding occupational health or safety, the Employee or the Union shall first seek to resolve the issue through discussion with the applicable immediate supervisor. If the issue is not resolved satisfactorily, it may then be forwarded in writing to the Committee.**
- 40.08 Employees who are required to attend First Aid and Safety training courses shall be granted time off with pay for such training. The Employer shall pay for such course fees and tuition.
- 40.09 Transportation of Injured Workers
- The Employer shall provide, at no expense to the employee, appropriate transportation to the nearest physician or medical facility and from there to his/her home or place of work depending on the decision of the attending physician, when such services are immediately required for an employee as a result of injury or serious ailment occurring in the work place.

#### 40.10 Right to Refuse Dangerous Work

An employee shall have the right to refuse to work in situations, which can reasonably be considered dangerous.

- (a) "danger" means any hazard or condition that could reasonably be expected to cause injury or illness to an employee or other persons exposed thereto before the hazard or condition can be corrected.
- (b) An employee may refuse to do any particular act or series of acts at work which he/she has reasonable grounds to believe are dangerous to his/her health or safety or the health and safety of any other employee at the place of employment until sufficient steps have been taken to satisfy him/her otherwise or until the Chief Safety Officer or his/her representative has investigated the matter and advised him/her otherwise.
- (c) The Employer shall not assign another employee to do the work assignment until a Union member and an Employer member of the Safety and Health Committee have investigated the situation and deemed it to be safe.

#### 40.11 The Right to Know

The Employer shall identify in writing new or presently used chemicals, substances or equipment present in the work area including hazards, precautions and antidotes or procedures to be followed following exposure.

40.12 Employees who are required to regularly work directly with Video Display Terminals (VDTs) shall have a 10 minute break away from the VDT after each hour of continuous operation.

### ARTICLE 41

#### NORTHERN ALLOWANCE

41.01 A Northern Allowance will be paid to every employee, based upon the community in which they are employed, in accordance with this Article.

- (i) The Allowance will be paid bi-weekly as set out in Article 24.02.
- (ii) The allowance for casual, relief, part-time and seasonal employees will be pro-rated to an hourly rate by dividing the annual rate for the community by the standard yearly hours (1950 or 2080).

(iii) No Allowance will be paid for overtime.

- 41.02 (a) The Union and the Employer agree that the methodology used to calculate the Northern Allowance shall form part of the Collective Agreement.

The Annual rates for Northern Allowance **effective April 1, 2009** are as follows:

<b>Community</b>	<b>Effective April 1, 2009 Rates</b>
Aklavik	19,204
<b>Behchoko</b>	<b>4,993</b>
Colville Lake	20,844
Dawson City	8,176
Deline	19,146
Dettah	3,464
Enterprise	5,830
Fort Good Hope	18,928
Fort Liard	7,456
Fort McPherson	15,710
Fort Providence	7,576
Fort Resolution	8,982
Fort Simpson	10,191
Fort Smith	5,965
<b>Gameti</b>	<b>13,871</b>
Hay River	5,800
Hay River Reserve	5,818
Inuvik	14,121
Iqaluit	14,236
Jean Marie River	11,831
Kakisa	7,488
Lutselk'e	15,088
Nahanni Butte	15,380
Norman Wells	15,142
Paulatuk	22,401
Rankin <b>Inlet</b>	<b>18,303</b>
Sachs Harbour	22,944
Trout Lake	19,068
Tsiigehtchic	15,661
Tuktoyaktuk	19,473
Tulita	17,393
<b>Ulukhaktok</b>	<b>24,270</b>
<b>Wekweeti</b>	<b>13,648</b>
<b>Whati</b>	<b>13,614</b>
Wrigley	15,426
Yellowknife	3,450

- 41.02 (b) The annual rates for each community will be updated on April 1 of each year in accordance with the methodology.**

## ARTICLE 42

### ULTIMATE REMOVAL ASSISTANCE

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

#### ENTITLEMENT

- 42.02 (a) (i) Length of Service

An employee's entitlement to Ultimate Removal Assistance is based on years of continuous service with the Government of the Northwest Territories as follows:

#### ENTITLEMENT

Length of Service	Entitlement
less than 3 years	none
3 years but less than 4	50%
4 years but less than 5	60%
5 years but less than 6	70%
6 years but less than 7	80%
7 years but less than 8	90%
8 years and over	100%

A year of service is the twelve (12) month period to the anniversary date of initial appointment.

- (ii) Maximum Reimbursement

The entitlement to ultimate removal assistance under this Article is 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	Maximum Assistance	Community	Maximum Assistance
Aklavik	<b>13,440</b>	Jean Marie River	<b>7,710</b>
<b>Behchoko</b>	<b>6,318</b>	Kakisa	<b>6,595</b>
Colville Lake	<b>10,880</b>	Lutselk'e	<b>8,320</b>
Deline	<b>9,600</b>	Nahanni Butte	<b>8,320</b>
<b>Dettah</b>	<b>6,329</b>	Norman Wells	<b>9,600</b>
Enterprise	<b>6,595</b>	Paulatuk	<b>13,440</b>
Fort Good Hope	<b>10,880</b>	Rankin Inlet	<b>8,634</b>
Fort Liard	<b>7,924</b>	Sachs Harbour	<b>14,720</b>
Fort McPherson	<b>12,693</b>	Trout Lake	<b>8,320</b>
Fort Providence	<b>6,770</b>	Tsiigehtchic	<b>12,372</b>
Fort Resolution	<b>7,428</b>	Tuktoyaktuk	<b>13,440</b>
Fort Simpson	<b>7,710</b>	Tulita	<b>9,600</b>
Fort Smith	<b>5,737</b>	<b>Ulukhaktok</b>	<b>13,440</b>
<b>Gameti</b>	<b>8,320</b>	<b>Wekweeti</b>	<b>8,320</b>
Hay River	<b>6,595</b>	<b>Whati</b>	<b>7,680</b>
<b>Hay River Reserve</b>	<b>6,595</b>	Wrigley	<b>8,191</b>
Inuvik	<b>12,800</b>	Yellowknife	<b>6,329</b>
Iqaluit	<b>10,284</b>		

- (b) Laid off employees and the dependants of deceased employees shall be eligible for 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.

- (c) 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:

after 10 years of service, 100% entitlement .

- (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.**

**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.**
- 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) **Only one entitlement will be paid per family unit.**

**EMPLOYEES HIRED BEFORE AUGUST 5, 1976**

**42.04** Subject to the maximum reimbursement rates set out in Article 42.02(a)(ii); all employees, including those hired locally, who were hired before August 5, 1976, may choose to use their previous ultimate removal entitlement of twenty dollars (\$20.00) per month of service. Although the maximum entitlement is twenty dollars (\$20.00) per month of continuous service, the claim must be backed by freight bills and travel receipts. The Territorial Government will not pay more than the total of the substantiated claim, nor will it pay more than a maximum of two thousand, four hundred dollars (\$2,400.00).

To be eligible for this assistance, employees who terminate their employment with the NWT Public Service must certify their intention to either:

- (a) leave the Northwest Territories forthwith; or
- (b) move forthwith to another settlement within the Northwest Territories.

An employee who chooses Ultimate Removal Assistance under this Clause, and who resides in a community outside of Churchill, Iqaluit, or outside of the MacKenzie Highway System, will continue to receive assistance from their community of residence to the nearest of those communities, and then be entitled to removal assistance as outlined in this Clause.

- 42.05 When this previous entitlement is exceeded by the entitlement under the current system, an employee will be covered instead by the current system.

NOTE:

An employee hired locally prior to August 5, 1976, may use his/her previous ultimate removal entitlement summarized in Clause 42.04 to any destination either inside or outside the Northwest Territories. For purposes of Clause 42.05, an employee hired locally prior to August 5, 1976, is entitled to ultimate removal assistance, in accordance with the current system, either to the point of departure or to any destination in the Northwest Territories, whichever is the lesser cost.

ARTICLE 43

RELOCATION EXPENSES ON INITIAL APPOINTMENT  
AND SUBSEQUENT MOVES AS AN EMPLOYEE

- 43.01 (a) The Employer will reimburse an employee for reasonable expenses incurred in moving with his/her dependants between places of duty or to his/her first place of duty on appointment to the Public Service.
- (b) Employees shall be compensated for travel at regular salary and at duty travel rates for the time in transit, to a maximum of three (3) days.

ENTITLEMENT

- 43.02 The following entitlements are subject to the limitations in Clause 43.07. Where the expenses for meals, lodgings, or other items cannot be kept within the entitlements laid down in these regulations, the claimant must explain the circumstances on his/her claim.
- 43.03 The following travelling expenses are allowed:
- (a) transportation by:
- (i) the most economical airfare (e.g. family plan);
- (ii) privately owned car (refer to Article 45 - Duty Travel).
- (b) The cost of meals and incidental expenses will be reimbursed in accordance with the duty travel article 45.05 for the employee and his/her spouse plus an amount equal to one-half of that rate for each other dependants.

- (i) at the start of the journey for a maximum of three (3) days.
- (ii) enroute for the time required to make the direct journey. Employees travelling by car will be allowed lodging and meal costs of not more than one day for each six hundred and forty-four kilometres 644 km. (400) miles of the trip, using the distances given in the Canadian Warehousing Official Distance Guide where these are listed and on the generally accepted kilometrages for the most direct route for other enroute distances.

The maximum claim payable for kilometrages, meals, and lodging enroute cannot exceed the total expense that would have been incurred had the trip been made under paragraph 43.03(a)(i).

- (iii) at destination while awaiting furniture or accommodation for up to twenty-one (21) days if dependants accompany the employee or up to ten (10) days if dependants are not with the employee.
  - (iv) for periods of interim lodging and meals at the start of the journey of more than three (3) days and for periods of interim lodging and meals at destination of more than twenty-one (21) days or ten (10) days, as applicable, the Employer may, in exceptional circumstances such as the lack of accommodation at destination, approve reimbursement for an additional period in reduced amounts to a maximum of \$7.50 per day per adult and \$5.00 per day for each child under six (6) years of age which will allow for the saving in home costs during the period.
  - (v) under no circumstances will an employee be granted interim lodging and meals exceeding twenty-one (21) days or ten (10) days as applicable, including the period at the start of the journey and at the destination without the approval of the Employer or his/her delegate.
- (c) Excess baggage to a maximum of six (6) pieces not more than 32 kg. (70 lbs) each for the employee and two (2) pieces not more than 32 kg. (70 lbs) each for each dependant where:
- (i) effects are moved separately by a slower method of transportation;
  - (ii) no other expenses are paid for the movement of effects.
- (d) expenses for facsimiles and telephone calls necessary to expedite shipment of effects.

- 43.04 The following entitlements shall apply to the movement and storage of effects:
- (a) where furnished accommodation is not provided at destination and or where the location is serviced by an all-weather road or rail line, the movement of effects not exceeding:
    - (i) for an employee who does not have dependants residing with him, 1,814 kg. (4,000 lbs);
    - (ii) for an employee who has dependants residing with him, 6,804 kg. (15,000 lbs).
  - (b) where furnished accommodation is provided by the Employer at locations not serviced by an all-weather road or rail line, the movement of effects not exceeding:
    - (i) for an employee who does not have dependants residing with him/her removal assistance for 680 kg. (1,500 lbs) of effects;
    - (ii) for an employee who has dependants residing with him/her removal assistance of 1,814 kg. (4,000 lbs) of effects.
  - (c) costs of packing, crating, unpacking, uncrating, transportation and in-transit insurance. If professional movers are not available in the community, the Employer may authorize payment for the cost of packing materials purchased by the employee from local stores and the cost of making crates, etc. by local people in lieu of packing costs by a professional mover;
  - (d) temporary storage pending availability of permanent accommodation where authorized by the Employer.
  - (e) long term storage at the nearest commercial storage facility when it is not in the interest of the Employer to move the effects. Under normal circumstances, this storage will not exceed three (3) years without the approval of the Employer.
  - (f) reimbursement of incidental expenses of the move not specifically provided in these regulations not exceeding:
    - (i) \$250.00 for an employee moving into unfurnished accommodation;
    - (ii) \$125.00 for an employee moving into furnished accommodation.

### REAL ESTATE COSTS

- 43.05 (a) An employee who owns and occupies a single family dwelling as a principal residence and is required to transfer from one place of duty to another in the service of and as an employee of the Government of the Northwest Territories may be reimbursed actual real estate, legal and notarial fees incurred in the sale of the residence, provided that the residence is sold and/or purchased within one year of the date the employee was authorized to transfer.
- (i) This benefit will not be applicable to employees upon initial appointment to the Public Service;
  - (ii) reimbursement will not be authorized without documented evidence of expenditures;
  - (iii) all claims for reimbursement are to be submitted to the Employer for authorization.
- (b) On initial appointment where a new employee is residing in his/her own home and must either sell or rent it and where this has not been accomplished prior to his/her relocation and he/she is making payments for accommodation at both his/her old and new residences, reimbursement will be made for the period of duplicate cost for a maximum period of three (3) months from the date of appointment for the lesser amount of:
- (i) the monthly mortgage payment on the old residence; or
  - (ii) the monthly rental payment on the new residence.

### COSTS OF BREAKING LEASES

- 43.06 All employees, both on initial appointment and on subsequent moves, shall be entitled to reimbursement for the cost of fulfilling the terms of the employee's tenancy not exceeding three (3) months, of leased premises at the old place of duty.

### LIMITATIONS

- 43.07 The following limitations shall apply:
- (a) in no case will a move be made without the prior approval of the Employer;

- (b) reimbursement shall be limited to costs which would have been incurred if the move had been carried out in the most practical and economical manner;
- (c) entitlement for lodgings obtained in a private home shall not exceed a daily amount of \$11.00 for the employee and \$3.00 for each dependant;
- (d) an employee who has an established residence at the place of duty at the time of appointment (other than one which he/she must vacate because it was owned by his/her previous employer) shall not be entitled to the benefits provided by this Article.
- (e) travel advances shall not exceed the estimated amount of the employee's entitlement under this Article.
- (f) where the total weight allowance for removal of effects is not used at the time of the initial move, the balance of the allowance cannot be claimed at a later date except in cases where transportation problems preclude transporting the total weight allowance in one shipment.

#### PROCEDURE

43.08 The Employer shall:

- (a) where local moving companies have been appointed as the exclusive booking agent for major van lines, select, on a rotational basis, a local moving company to handle the move;
- (b)
  - (i) where no local moving company has been appointed as the exclusive booking agent, request the employee to obtain from at least two (2) carriers, if possible, a quotation on moving his/her effects to his/her place of duty, including proposed date of delivery.
  - (ii) review the estimates and advise the successful moving company to commence the move upon direction from the employee;
- (c) advise the employee of the name of the moving company selected to perform the move;
- (d) issue the necessary travel advances and, if required, transportation warrants.

43.09 Within thirty (30) days of arrival, the employee shall submit:

- (a) a completed Travel Authorization and Expense Claim, attaching supporting receipts;

- (b) where reimbursement of incidental expenses is claimed under paragraph 43.04(f) a completed certificate as follows:

"Certifies that I have incurred expenses incidental to this move and not otherwise claimable in the amount of \$\_\_\_\_\_."

Claimant

- (c) a cheque for any unexpended balance of advances issued.

- 43.10 The Employer shall provide new employees with an information package specifically detailing what is covered by the provisions of this Article.
- 43.11 All claims for relocation expenses on initial appointment and subsequent moves of an employee shall be paid within six (6) weeks of receiving an expense claim from the employee.

NOTE:

For entitlement concerning transportation and purchasing assistance for foodstuffs, refer to Article 44 - Food and Transportation Assistance.

ARTICLE 44

FOOD AND TRANSPORTATION ASSISTANCE

- 44.01 Employees newly appointed or transferred for the first time to one of the settlements listed in Clause 44.03 will be given a recoverable allowance up to a maximum of \$5,000.00 per household, which will assist the employee in purchasing and transporting food supplies to cover his/her first twelve (12) months in the settlement.
- 44.02 Recovery of the allowance will be made through bi-weekly payroll deductions. The number of deductions will not exceed the term of employment in the Government of the Northwest Territories or twelve (12) months, whichever is the lesser period of time.
- 44.03 Settlements to which this Article applies:

**Ulukhaktok**  
Paulatuk  
Sachs Harbour

## ARTICLE 45

### DUTY TRAVEL

- 45.01 An employee who is authorized to travel on Government business will be reimbursed for reasonable expenses incurred.

### ENTITLEMENT

- 45.02 Where the expenses for meals, lodging and other items cannot be kept within the entitlements laid down in this Article, the claimant must explain the circumstances on his/her claim and justify actual expenses by receipts.

### TRANSPORTATION

- 45.03 The cost of transportation is authorized as follows:
- (a) economy air (employees may be entitled to travel first class if proof is provided that economy air was not available on a required flight);
  - (b) privately owned car (refer to Article 45.10 to 45.15);
  - (c) chartered aircraft;
  - (d) first class rail with sleeping car, duplex roomette, or parlour car chair except that coach class should normally be used for short trips;
  - (e) rented or hired cars - where this is the most reasonable or economical means of travel;

### ACCOMMODATION

- 45.04 (a) Commercial Accommodation (Not Exceeding Fifteen (15) Calendar Days) - employees will be reimbursed for actual costs of authorized accommodation. Where possible employees shall use hotels, which provide special rates for Government employees. When making a reservation with a listed hotel, it should be clearly indicated that the accommodation is for a Government of the Northwest Territories employee in travel status and is to be at the Government agreed rate. Commercial accommodation expenses must be accompanied by receipts.

- (b) Accommodation for Periods in Excess of Fifteen (15) Calendar Days - normally the employee will be expected to make appropriate arrangements for suitable rental accommodation at weekly or monthly rates. This should be arranged prior to the start of the period in travel status or shortly after arrival.
- (c) Non-Commercial Accommodation - where employees make private arrangements for overnight accommodation, they may claim \$50.00 for each night. This rate will be adjusted as the Federal rate is changed.
- (d) Government Accommodation - employees on extended trips may be provided with temporary accommodation at the discretion of the Employer. Employees who obtain such lodging are not entitled to the \$50.00 non-commercial accommodation allowance referred to in Clause 45.04(c), and are financially responsible for any damage incurred. Employees provided with this accommodation are not required to pay rent if they are in receipt of a private accommodation allowance or are paying rent at their usual place of residence.

#### MEALS AND INCIDENTAL EXPENSES

- 45.05 (a) Expenses claimed under this heading are for the cost of meals consumed and for such incidental expenses as tips to miscellaneous service personnel, etc.

For periods of duty travel not exceeding fifteen (15) calendar days, a per diem rate of **\$104.75** will be paid. In the event an employee is in travel status for a part day only, the following amounts may be claimed:

(i)	Breakfast	<b>\$16.65</b>
(ii)	Lunch	<b>\$17.75</b>
(iii)	Dinner	<b>\$53.05</b>
(iv)	Incidentals	\$17.30

If meals are provided as part of the cost of transportation, they cannot be claimed for by the employee.

These rates will be adjusted as the Federal rates are changed.

#### NOTE:

Where the actual cost of meals and services exceeds the maximum allowance, and where the reason for this excess can be justified, and the expenses supported by receipts (cost of meals is not to be included on hotel bill), the employee will be reimbursed for the actual expense incurred. Where receipts

cannot be provided, reimbursement will be made for the meal allowances outlined above.

- (b) Except in communities where housekeeping units or reasonable room and board are not available, when travel status extends beyond fifteen (15) calendar days in one location, the maximum amount claimable per day for meals shall be reduced to fifty (50%) percent of the amounts identified in 45.05(a) for all days in excess of fifteen (15) calendar days.
- (c) An employee may not be treated as "in travel status" if he/she is appointed to the establishment of one head-quarters area, but his/her duties are carried out at another location during the major portion of the time or continuously.
- (d) Where the return trip is made in one day, the amount claimable shall be on the basis of meals only.

#### OTHER EXPENSES

45.06 Employees may be reimbursed for:

- (a) long distance telephone calls of an official nature providing that an explanation is provided. Where an employee is required to remain absent from his/her home over a week-end, and has been on continuous travel status for two (2) or more days preceding the week-end, he/she shall be reimbursed for a personal long distance call not to exceed five (5) minutes (to be supported by receipts where available);
- (b) baggage - for storage and excess baggage charges where this is in the performance of duty and a satisfactory explanation is provided;
- (c) taxis - the use of taxis must be explained except where the purpose is self-evident. Taxis should not be authorized for repeated trips between the same place where convenient public transportation is available.
- (d) laundry - after 7 consecutive days on duty travel, a maximum of \$20.00, and the same amount for each subsequent 7 days, if not supported by receipts; or after 5 consecutive days on duty travel a maximum of \$20.00 and the same amount for each subsequent 5 days supported by receipts in all cases.
- (e) local phone calls for business purposes.
- (f) payment of casual wages for service personnel where a satisfactory explanation is provided, not to exceed \$50.00.

- (g) Child care expenses - employees may be reimbursed a maximum of **fifty dollars (\$50)** 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.

#### LIMITATIONS

- 45.07 Notwithstanding Clause 45.06(f), no item of "other expenses" or transportation in excess of **ten dollars (\$10.00)** will be reimbursed unless it is supported by a receipt.
- 45.08 The following expenses will not be allowed:
  - (a) purchase of briefcases, fountain pens, tools or any other supplies or equipment;
  - (b) rental of television or radio receiving sets, where not included in the charge for lodgings;
  - (c) purchases of a personal nature, such as baggage, clothing, etc.;
  - (d) subject to Clause 45.06(a), telephone, telegraph, cable, or radio messages of a personal nature except in the case of unavoidable delay in arrival home;
  - (e) expenses of any kind incurred during stopovers for personal reasons or during periods of leave, with or without pay;
  - (f) any losses of money or of personal belongings.

#### PROCEDURE

- 45.09
  - (a) The Employer shall authorize duty travel by signing the Travel Authorization and Expense Claim before the start of the trip.
  - (b) This form is to be submitted as a request for an advance of travel expenses where this is required.
  - (c) All requests for advances should be submitted at least three (3) working days before the trip commences.
  - (d) The form will be returned to the claimant along with the cheque for the advance.

- (e) Within ten (10) days of completing the trip, the employee shall submit his/her claim for expenses on the pre-authorized form for approval by the Employer, along with a personal cheque to cover any amount by which the travel advance exceeds the total of the claim.
- (f) No employee is allowed to have more than one travel advance outstanding at any one time, unless circumstances indicate the need for two. Failure to comply with this regulation will result in automatic payroll deductions being initiated for the total amount of the advance.

#### TRAVEL BY PRIVATELY OWNED CAR

- 45.10
- (a) The Employer will reimburse an employee who, with prior authority, uses a privately owned car for necessary travel on Government business or on removal.
  - (b) The use of a privately owned car shall not be authorized when, because of the additional time involved, commercial transportation would be more reasonable and practicable.
  - (c) When the total cost of the trip, including the cost of meals, lodging and incidental expenses exceeds the cost of the same journey by ordinary commercial means, reimbursement shall be limited to the commercial cost.

#### ENTITLEMENTS

45.11 Subject to Clauses 45.13 and 45.14, the following entitlements are provided:

- (a) where the use of privately owned car is authorized:
  - (i) for the Employer's rather than the individual's convenience - an allowance of **0.545** cents per kilometre for travel within the Northwest Territories and **0.495** cents per kilometre for travel elsewhere;
  - (ii) for the individual's rather than the Employer's convenience - an allowance of **28** cents per kilometre.

These rates will be adjusted as the Federal rates are changed.

- (b) reimbursement for ferry, bridge, road and tunnel tolls and parking charges;
- (c) other travel expenses where applicable.

### LIMITATIONS

- 45.12 The following limitations shall apply:
- (a) persons not covered by personal insurance shall not be authorized to use a private car on Government business;
  - (b) the Government will not pay for any additional cost of insurance which may be required on the employee's car by reason of using it on Government business;
  - (c) the distance allowance for enroute travel shall be calculated:
    - (i) for enroute travel, on distances given in the Canadian Warehousing Official Distance Guide, where these are listed, e.g. Yellowknife to Edmonton - 1,514 km. (938 mi);
    - (ii) for other enroute distances, on the generally accepted kilometrages for the most direct route.
  - (d) no additional distance allowance will be paid where other employees on duty are carried as passengers.
- 45.13 The Employer will not pay any claims for damage, loss or liability incurred by an employee while driving an automobile on Government business other than those claimed under the *Workers' Compensation Act*.

### PROCEDURE

- 45.14 (1) The Employer shall authorize distance allowance by signing the Travel Authorization and Expense Claim before the start of the trip.
- (2) Upon completion of the trip, the claim shall:
- (a) be completed by the employee;
  - (b) be supported by receipts for lodging, etc. (where applicable);
  - (c) show separately details of:
    - (i) enroute kilometrages;
    - (ii) business kilometrages (if any) in lieu of taxis at destination;
  - (d) be submitted to the Employer for approval and payment.

### HEADQUARTERS TRAVEL

- 45.15 The Employer will reimburse employees for unusual transportation expenses necessarily incurred while carrying out their duties within their headquarters area.

### ENTITLEMENT

- 45.16 Subject to the Employer's approval, payment shall be made for transportation in the headquarters area of the employee in the following circumstances:
- (a) for a taxi between home and place of duty where the employee is required to work after normal hours and circumstances such as the combination of late hours, weather, and distance make it unreasonable to use his/her normal means of getting to or from work;
  - (b) where transportation is necessary for such reasons as the carrying of bulky documents or because of the time factor and the method chosen is the most economical under the circumstances.

### LIMITATIONS

- 45.17 Except with the prior approval of the Employer, no payment shall be made for daily transportation expenses within a headquarters area between the home of an employee and his/her place of duty.

## ARTICLE 46

### UNIFORMS AND PROTECTIVE CLOTHING

- 46.01 Where an employee's work is of a nature where health and cleanliness must be maintained or where special identification will aid in the effective performance of duties and in meeting particular program objectives, the Employer will provide uniform clothing free of charge to employees.
- 46.02 Uniform clothing Issue is defined as items of wearing apparel, maintained at an acceptable standard at the employee's expense, generally consisting of:
- (a) outer clothing worn on duty indoors or outdoors;
  - (b) footwear;
  - (c) gloves and ties.
- 46.03 Uniform clothing Issues provided free of charge to employees and replaced free of charge under prescribed conditions will be considered items of Government property.

TERMS AND CONDITIONS OF UNIFORM CLOTHING ISSUE

- 46.04 (a) Uniform clothing Issues are to be worn only when employees are on duty.
- (b) The responsibility of maintaining uniform clothing Issues clean and in good repair rests with employees.
- (c) Loss of, or damage through negligence, to uniform clothing Issues will result in an assessed charge to the employee.
- (d) In the event a uniformed employee terminates or transfers to a non-uniformed position, the employee shall be given an option to purchase selected uniformed clothing items at a reasonable price based on the age and condition of the selected items.
- 46.05 Custodial workers will be supplied smocks or coveralls. Custodial workers who are required to work outdoors in the winter will be provided insulated coveralls.
- 46.06 An annual allowance of two hundred **and fifty** dollars (**\$250**) will be provided to those employees who the Employer, the **Workers' Safety and Compensation Commission** or the NWT *Safety Act* deems to require safety footwear and gloves. **Employees who are on strength September 1<sup>st</sup> will receive this allowance on the employee's first pay in September.** 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)**. **Employees who are on strength September 1<sup>st</sup> will receive this allowance on the employee's first pay in September.**

## ARTICLE 47

EDUCATIONAL LEAVEPURPOSE

- 47.01 The Government of the Northwest Territories recognizes the need to develop a Public Service capable of effectively and efficiently administering Government policy and programs. The skills and knowledge required to deliver programs can be recruited or developed from within the organization. Education Leave provides a means to meet organizational requirements through manpower planning programs as established for the Public Service or individual departments.

DEFINITION OF EDUCATION LEAVE

- 47.02 For the purposes of this Article, Education Leave is defined as leave granted, with Government assistance, to undertake full-time post-secondary studies for a period of not less than one academic year at a recognized university, community college, or technical institute.

"Academic Year" equals two (2) full program semesters, completed in succession, or completed within a twelve (12) month period.

NOTE:

This Article does not apply to Leave Without Pay which may be granted to employees for education or other purposes.

ELIGIBILITY

- 47.03 All applicants for Education Leave must satisfy the following requirements:
- (a) An employee must have three (3) years of continuous service with the Government of the Northwest Territories prior to the commencement of any Education Leave. This requirement may be waived in unusual circumstances.
  - (b) No employee may be granted Education Leave unless there is departmental evidence of satisfactory performance and potentials supported by a current performance appraisal.

### LEVELS OF ASSISTANCE FOR EDUCATION LEAVE

47.04 All Education Leave includes assistance for tuition, travel costs, and one full removal in and out for the purposes of Education Leave. Allowances in lieu of salary may also be paid to employees on Education Leave. The level of assistance paid will be determined by the following criteria:

(a) Education Leave Without Allowance in Lieu of Salary

Basic assistance, as outlined above, will be paid to employees who request Education Leave to further their post-secondary education with the objective of obtaining qualifications that are generally relevant to present or future requirements of the Territorial Public Service.

(b) Education Leave with Partial Allowance in Lieu of Salary

A minimum allowance equivalent to 50% (fifty percent) of present salary will be paid to a candidate, when, in order to make the most economical use of existing manpower and to capitalize on accumulated experience, knowledge and capability, a Deputy Head selects the employee to meet an identified need rather than recruit outside the Territorial Public Service.

Recognizing that 50% (fifty percent) of salary may prove a financial burden to employees who will be continuing their studies beyond a one (1) year program, a 10% (ten percent) increase will be added to the allowance in lieu of salary in each consecutive year of study, up to a maximum of 80% (eighty percent).

(c) Education Leave With Full Allowance in Lieu of Salary

An allowance equivalent to 100% (one hundred percent) of present salary will be paid to employees on Education Leave, when:

- (i) An employee whose skills become technically obsolete requires retraining to satisfactorily carry out his/her work.
- (ii) An employee agrees to undertake a full course of studies at the request of his/her Deputy Head when qualified persons cannot be recruited to carry out essential work.

### ADMINISTRATION PROCEDURES

47.05 (a) Applications for Education Leave will be accepted by the Employer between January 1st and February 15th of each calendar year. The Employer will also receive applications between September 15th and

September 30th, for employees who wish to begin Education Leave during the winter session of the university year.

- (b) Each application will include details of courses sought and the full intended length of Education Leave. The application must be endorsed by the Deputy Head of the sponsoring Department and forwarded to the Employer to be screened and processed.
- (c) The Deputy Head of the sponsoring Department must guarantee a position within the Department, or have a guarantee from a Deputy Head of another Department for a position, at a level not lower than the one presently held, to which the employee will be assigned upon return from Education Leave.
- (d) Prospective applicants will be interviewed by a Review Board, comprised of the Deputy Secretary of Human Resource Management or his delegate and the Deputy Head of the sponsoring Department, to determine justification for the leave and the level of assistance sought.
- (e) Travel costs and arrangements for the initial interview will be the responsibility of the sponsoring Department.
- (f) The Minister of Education, Culture and Employment will forward the recommendation of the Review Board to the Executive Council for approval of:
  - (i) the granting of the leave;
  - (ii) the level of assistance to be paid.
- (g) Education Leave will be granted on a one year basis. A program of studies that requires a longer term will be resubmitted annually between January 1st and February 15th. This provision will provide the opportunity for counselling, and to assess whether satisfactory progress is being made in the studies undertaken. It will also provide the Deputy Head with the opportunity to re-evaluate departmental needs in line with reorganization or other considerations.
- (h) Successful applicants will be required to sign and abide by the terms and conditions of the Leave of Absence Agreement with the Employer.
- (i) Proof of acceptance at a recognized university or community college must be submitted, along with a course outline, before proceeding on Education Leave.

- (j) Documentation and removal arrangements will be coordinated by the Employer.
- (k) Employees recommended for a consecutive year of Education Leave will normally return to regular work assignments between academic years. Travel costs and housing accommodation for temporary work assignments will be provided by the Employer and allowed at single status only.
- (l) Employees on Education Leave cease to earn leave credits, except for any period of temporary employment.
- (m) Deductions based on earnings will drop correspondingly with reduced earnings.

47.06 Where a request for leave under this Article has been submitted by an employee, the Employer shall, within a reasonable period from the date of the employee's submission, advise the employee whether his/her request has been approved or denied.

## ARTICLE 48

### SHORT TERM LEAVE FOR TRAINING PURPOSES

- 48.01 Leave **with or** without pay to take advanced or supplementary professional or technical training of less than one academic year may be granted to employees with the approval of the Employer.
- 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 and shall be granted only to meet the identified needs.
- (a) Full or partial financial assistance in respect of salary, tuition, travelling and other expenses may be granted during such leave:
    - (i) where the employee has become technically obsolete and requires retraining to satisfactorily carry out the work; or
    - (ii) where the courses are required to keep the employee abreast of new knowledge and techniques in his field of work or to maintain certification; or
    - (iii) where qualified persons cannot be recruited to carry out essential work and it is necessary to train present employees.

- (b) Under this Article, leave with full or partial financial assistance in respect of salary will carry with it the obligation to return after leave to work for the Public Service in the Northwest Territories for a period equivalent to the leave.
- 48.03 Where a request for leave under this Article has been submitted by an employee, the Employer shall, within a reasonable period from the date of the employee's submission, advise the employee whether his/her request has been approved or denied.
- 48.04 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.
- 48.05 An employee who attends a recognized educational institution in order to remain certified in a professional occupation, when such certification is required by law and used in the normal course of employment, shall be granted leave with pay. The Employer will reimburse the employee any registration or tuition fees incurred by the employee and all travel expenses in accordance with Article 45 of the Agreement.
- 48.06 Where approved by the Employer, employees shall be reimbursed, upon successful completion, for correspondence courses and other training taking place outside of their normal working hours. This may include expenses related to tuition and course materials. Approval by the Employer and reimbursement of expenses shall not be unreasonably denied.

## ARTICLE 49

### DEFERRED SALARY LEAVE PLAN

- 49.01 The deferred salary leave plan enables employees to take six months or one year of leave from the Public Service and to finance this leave through a deferral of salary in previous years.
- 49.02 Under this plan, participating employees agree to defer a portion of their salary for four or four and one half consecutive years and the Employer agrees to grant the employee leave in the fifth year or the last six months of the fifth year, and to use the amounts deferred in the previous four or four and one-half years to pay the employee's salary during the period of the leave. Participation in the plan is subject to operational requirements.
- 49.03 During the period of leave, employees may engage in whatever activities they wish except work for the Public Service.

- 49.04 The individual plan for each participating employee is a six year period consisting of the following:
- (1)
    - (a) The first four consecutive years during which the employee draws 80% of salary earned in each of the four years and defers the remaining twenty percent (20%);
    - (b) The fifth consecutive year in which the employee takes the leave, and is paid from the amounts deferred above; and
    - (c) The sixth consecutive year in which the employee returns to employment with the Public Service of the Northwest Territories for a minimum of one year;

or,

  - (2)
    - (a) The first four consecutive years and six consecutive months during which the employee draws 90% of salary earned in each of the four years and six months and defers the remaining 10%;
    - (b) The last six consecutive months of the fifth consecutive year in which the employee takes the leave, and is paid from the amounts deferred above; and
    - (c) The first six consecutive months of the sixth consecutive year in which the employee returns to employment with the Public Service of the Northwest Territories for a minimum of six months.
- 49.05 Participation can begin at any time during the year.
- 49.06 There is no maximum number of employees allowed to enter the plan.
- 49.07 Deputy Heads ensure that approved leaves do not impair the future operation of their Department.
- 49.08 Employees make written application to their Deputy Head. Applications should state the proposed start of the salary deferral and the proposed period of leave.
- 49.09 The Deputy Head reviews the application and the requirements of the Department and notifies the employee and the Financial Management Board Secretariat at least six weeks prior to the start of salary deferral.
- 49.10 Each participant will sign an agreement covering the details of the plan.

- 49.11 In each year of the plan preceding the period of the leave, the employee will be paid 80% or 90% of the applicable salary. The remaining 20% or 10% of salary will be deferred and this amount will be retained in trust by the Employer to finance payments during the period of leave.
- 49.12 The deferred salary will be placed in a trust fund by the Government and any returns on the investment of the trust will be paid to the participant at the end of each calendar year.
- (a) The money held in trust will be pooled with other Government funds and the employee will be credited with the average rate of return on those funds.
  - (b) Investments will be restricted to those eligible under Section 57(1) of the *Financial Administration Act*.
  - (c) A statement of the individual's account will be provided to each participant for the end of each calendar year.
  - (d) Interest earned will be reported on the participant's T-4.
- 49.13 During the period of leave, the participant shall receive, if on a one year leave, one twenty sixth or, if on a six month leave, one thirteenth of the amount deferred plus any trust fund returns in each pay period, less applicable deductions. No additional payments to the participant can be made such as loans, subsidies, allowances or salary.
- 49.14 Income tax will be deducted in accordance with the provisions of the *Income Tax Act* and its Regulations.
- 49.15 During the first four or four and one-half years of the plan, the Employer shall provide employee benefits at a level equivalent to 100% of salary. Benefits and premium recoveries for the period of leave will be governed by the rules for Leave Without Pay. All benefits cease except Public Service Health Care Plan, superannuation, supplementary death benefit, disability insurance, and dental coverage. Premiums for these plans are payable by the employee. Arrangements can be made to have deductions from pay for some of these benefits.
- 49.16 Upon return from leave, the Department will, wherever possible, place the employee in the position held at the commencement of the leave. Where this is not possible, the employee will be placed in an agreed upon equivalent position. If the employee's position is deleted from the establishment while the employee is on leave, the employee will be entitled to the same rights and benefits had the employee been in the position when it was deleted.

- 49.17 Returning employees will have their salary review date moved in accordance with 24.10(c).
- 49.18 The Employer shall cancel participation in the plan and shall refund, within 60 days, the total of the deferred salary plus earnings from the plan, if the employee dies or employment is otherwise terminated.
- 49.19 Where operational requirements would not be met if the employee proceeded on leave in the fifth year, or where exceptional changes in personal circumstances make the leave unfeasible, the Employer will give the employee the choice of the following:
- (a) withdrawing from the plan and taking a refund of the total in the deferred salary account; or
  - (b) deferring the period of leave to either the sixth or seventh consecutive year or to some other mutually agreeable time.
- 49.20 Upon withdrawal from the plan the total in the account will be repaid to the employee within 60 days of the notification of withdrawal.

## ARTICLE 50

### INDEMNIFICATION

- 50.01 Indemnification means the defence and settlement of actions, proceedings or prosecutions against Employees (including payment of any legal costs, damages or other monies payable by Employees in respect of such actions, proceedings or prosecutions) arising out of acts performed or not performed by them at any time in the course of and within the scope of their employment and duties in the public service.
- a) Employees who are served with, or receive, notice of any action, proceeding or prosecution in respect of which they are entitled to Indemnification shall notify their Deputy Head as soon as they are able.
  - b) Upon receipt of notification from an Employee, the Deputy Head shall refer the matter to the Deputy Minister of Justice.
  - c) The Deputy Minister of Justice shall examine the matter, to decide if the Employee is entitled to Indemnification.
  - d) If the Deputy Minister of Justice determines that the Employee is entitled to Indemnification, the Deputy Minister of Justice shall forthwith meet with the employee and appoint counsel that is mutually agreeable

to both parties. Should the parties be unable to agree on counsel that is satisfactory to both, the Deputy Minister of Justice shall unilaterally appoint counsel to act on behalf of the Employee. In the case of actions, proceedings or prosecutions covered under a policy of insurance maintained by the GNWT, the insurer under such policy retains the exclusive right, without consultation with the Employee, to appoint legal counsel to act on behalf of the Employee.

- e) The Employer shall pay all legal fees, damages, or other monies payable in connection with the defence or settlement of any action, proceeding or prosecution in respect of which an Employee is entitled to indemnification.

## ARTICLE 51

### SEXUAL HARASSMENT

- 51.01 The Government of the Northwest Territories is committed to promoting a work environment, which is free from sexual harassment. Every employee has the right to freedom from harassment in the workplace because of sex by his/her Employer or agent of the Employer or by another employee.
- 51.02 Sexual harassment is defined as any conduct, gesture or contact of a sexual nature that:
- (a) is likely to cause offence or humiliation; or
  - (b) that might, on reasonable grounds, be perceived by an employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.
- 51.03 A grievance under this Article may be initiated at any step of the grievance procedure. Grievances under this Article will be handled with all possible confidentiality and dispatch.

## ARTICLE 52

### RESIGNATION

- 52.01 An employee may, within **forty-eight (48)** hours of resigning, withdraw the resignation. The Employer will not process a resignation until the **forty-eight (48)** hours have elapsed.

## ARTICLE 53

PUBLIC SERVICE HEALTH CARE PLAN

- 53.01 The Employer agrees to continue the past practice with respect to its participation in the Public Service Health Care Plan unless there is mutual agreement between the parties to change the practice or the Plan.

## ARTICLE 54

DENTAL PLAN

- 54.01 Employees will be covered under Dental Plan 9D.

## ARTICLE 55

VIOLENCE IN THE WORKPLACE

- 55.01 The Employer and the Union recognize that every employee has a right to freedom from violence in the workplace. Violence refers to any conduct directed towards a staff member that hurts or causes harm through verbal, physical, sexual or psychological means. Workplace violence involves any incidents where an employee is abused, threatened, or assaulted during the course of his/her employment. This includes the application of force, threat with or without a weapon and severe verbal abuse.
- 55.02 (a) It is further recognized that certain employees, while in the workplace may be at risk of physical violence or verbal abuse from clients, persons in care or in custody, or the public.
- (b) Where such risk exists, the Employer and the Union shall meet to determine appropriate responses. In addition, the Employer shall:
- (i) provide non-violent crisis intervention training;
  - (ii) clearly inform employees of the potential for physical violence or verbal abuse from a client, a person in care or in custody, or a member of the public;
  - (iii) make available immediate defusing, critical incident stress debriefing, and/or post-traumatic counselling to employees who have suffered as a result of workplace violence.

- 55.03 When an employee has suffered violence in the workplace, the Employer will immediately investigate the situation in accordance with the steps outlined in the Safety and Health Provisions of this Collective Agreement, the *Safety Act* and any other relevant jurisdictional policies and procedures.
- 55.04 The Employer will keep the appropriate Union representatives informed of ongoing developments for each situation under investigation.

## ARTICLE 56

### JOINT CONSULTATION

- 56.01 The parties acknowledge the mutual benefits to be derived from joint consultation and agree to establish a Union-Management Senior Joint Consultation (SJC) Committee to provide joint consultation on terms and conditions of employment, and other matters of mutual concern. The SJC Committee shall discuss and attempt to arrive at mutually agreeable solutions to problems or issues identified by either party.
- 56.02 The terms of reference of the SJC Committee shall be determined jointly by the parties, be subject to amendment only by mutual consent, and form part of the Collective Agreement. Terms of reference shall be developed within six months of the signing of the Collective Agreement.
- 56.03 SJC Committee meetings shall be held when required, with no fewer than one per quarter, by agreement of the President of the Union and the Secretary of the Financial Management Board, or his/her designated representatives. Additional meetings may be convened as required at the request of either party.
- 56.04 No SJC Committee meeting will be official unless at least three (3) representatives from each party attend, including the President of the Union and the Secretary of the Financial Management Board, or his/her designated representatives.
- 56.05 Up to three (3) Union members of the SJC Committee who are not on leave under article 12.09 shall be granted leave with pay to attend SJC Committee meetings.
- 56.06 Minutes of the Committee meetings shall be prepared and signed by at least one member of each party.

## ARTICLE 57

MEMBERSHIP FEES

- 57.01 The Employer shall reimburse an employee or on behalf of the employee, pay for membership, registration, licensing or certification fees to an organization, governing body, or government agency when the payment of such fees is a requirement for the performance of the duties of the employee's position.
- 57.02 Membership dues referred to in Article 13, Check-off, of this Agreement are specifically excluded as reimbursable fees under this Article.

## ARTICLE 58

RE-OPENER OF AGREEMENT AND MUTUAL DISCUSSIONSRE-OPENER OF AGREEMENT

- 58.01 This Agreement may be amended by mutual consent.

MUTUAL DISCUSSIONS

- 58.02 The Employer and the Union acknowledge the mutual benefits to be derived from dialogue between the parties and are prepared to discuss matters of common interest.

## 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.

- 59.02 Notwithstanding the proceeding, the provisions of this Agreement, including the provisions for the adjustments of disputes in Article 37, shall remain in effect during the negotiations for its renewal.

- 59.03 Either party may, by written notice, require the other party to commence bargaining collectively with a view to the conclusion, renewal or revision of the Collective Agreement.
- 59.04 Where notice to commence collective bargaining has been given, the Employer shall not without the Union's consent, increase or decrease salaries, or alter any other term or condition of employment of employees in the Bargaining Unit which was in force on the day on which the notice to bargain was given and while negotiations for its renewal are ongoing.

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