

COLLECTIVE AGREEMENT

between

THE PUBLIC SERVICE ALLIANCE OF CANADA

and

THE HAMLET OF FORT PROVIDENCE

Effective: July 1, 2008
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The Union of Northern Workers
Suite 200, 5112-52 Street
Yellowknife, NWT
X1A 3Z5

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ARTICLE 1 - PURPOSE OF AGREEMENT

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

ARTICLE 2 - INTERPRETATION AND DEFINITIONS

2.01 For the purpose of this Agreement:

- (1) "Agreement" and "Collective Agreement" means this Collective Agreement.
- (2) "Alliance" means the Public Service Alliance of Canada.
- (3) "Allowance" means compensation payable to an employee in addition to the regular remuneration payable for the performance of the duties of his position.
- (4) "Bargaining Unit" means all employees of the Hamlet of Fort Providence except the Senior Administrative Officer.
- (5) "Casual employee" means a person employed by the Employer for work of a temporary nature not to exceed five (5) months.
- (6) A "common-law spouse" relationship is said to exist when, for a continuous period of at least six months, an employee has lived with a person, publicly represented that person to be their spouse, and lives and intends to continue to live with that spouse as if that person were their spouse.
- (7) "Compensatory Leave" means the equivalent leave with pay taken in lieu of cash payment.
- (8) Continuous Service and Employment
 - (a) "Continuous Employment" and "Continuous Service" means uninterrupted employment with the Employer; and
 - (b) with reference to re-appointment of a lay-off his employment in the position held by him at the time he was laid off, and his employment in the position to which he is appointed shall constitute continuous employment;
 - (c) where an employee other than a casual ceases to be employed for a reason other than dismissal, abandonment of position or rejection on probation, and is re-employed within a period of three months, his periods of employment for purposes of sick leave, vacation leave and vacation travel benefits shall be considered as continuous employment.
- (9) "Day of Rest" in relation to an employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of his position other than by reason of his being on leave of absence.

- (10) "Demotion" means the appointment of an employee for reasons of misconduct, incompetence or incapacity, to another position for which the maximum pay is less than that of his former position.
- (11) "Dependant" means a person residing with the employee who is:
- (a) that employee's spouse (including common-law),
 - (b) child, including step-child, foster child and adopted child who
 - (i) is under nineteen (19) years of age and dependent upon him/her for support; or
 - (ii) being under twenty-one (21) years of age and dependent upon him/her by reason of full-time attendance at an educational institution; or
 - (iii) who is wholly dependent upon him/her for support by reason of mental or physical infirmity.
- (12) "Employee" means a member of the bargaining unit.
- (13) "Employer" means the Hamlet of Fort Providence.
- (13) "Fiscal Year" means the period of time from April 1, in one year to March 31, in the following year.
- (14) "Grievance" means a complaint in writing that an employee, group of employees, or the Union submits to the Employer, or that the Employer submits to the Union, to be processed through the grievance procedure.
- (15) "Holiday" means the twenty-four (24) hour period commencing at 12:01 A.M. of a day designated as a paid holiday in this Agreement.
- (16) "Lay-Off" means an employee whose employment has been terminated because of lack of work, or lack of funding.
- (17) "Leave of Absence" means absence from duty with the Employer's permission.
- (18) "Manager" means the Senior Administrative Officer.
- (19) "Membership Fees" means the fees established pursuant to the By-Laws of the Union as the fees payable by the members of the Bargaining Unit, and shall not include any initiation fee, insurance premium, or any other levy.
- (20) "Overtime" means work performed by an employee in excess of or outside of his regularly scheduled hours of work. For part-time employees, overtime means all hours worked in excess of the regular hours of work for a full-time employee in the same position.
- (21) "Part-time employee" means an employee whose normal work schedule for a fiscal year requires less than the regular hours of a full-time employee in the same group as specified in the "Hours of Work" Article.
- (22) "Probation" means a period of six (6) months from the day upon which an employee is first appointed or a period of three (3) months after an employee has been transferred or promoted from within.
- (23) "Promotion" means the appointment of an employee to a new position, the maximum rate of pay of which exceeds that of his former position by at least:

- (a) the minimum increment in the new position; or
 - (b) 4 percent of the maximum rate of pay of the former position where the new position has only one rate of pay.
- (24) "Rates of Pay"
- (a) "weekly rate of pay" means an employee's annual salary divided by 52.176;
 - (b) "daily rate of pay" means an employee's weekly rate of pay divided by five
- (5);
- (c) "hourly rate of pay" means an employee's daily rate of pay divided by his regularly scheduled daily hours of work, or where an employee is paid by the hour, the rate of pay established by the Employer for his part-time employment.
 - (d) "bi-weekly rate of pay" means an employee's annual salary divided by 26.088.
- (25) "Representative" means an employee who has been elected or appointed as a steward or who represents the Union at meetings with management and who is authorized to represent the Union.
- (26) "Seniority" means length of continuous service with the Employer.
- (27) "Transfer" means the appointment of an employee to another position that does not constitute a promotion or demotion.
- (28) "Union" means the Public Service Alliance of Canada as represented by its component the Union of Northern Workers.
- (29) "Week" for the purposes of this Agreement shall be deemed to commence at 12:01 A.M. on Monday and terminate at midnight on Sunday.

Interpretation

- 2.02 Except as otherwise provided in this Agreement, expressions used in this Agreement, if defined in the Interpretation Act, but not defined elsewhere in this Agreement have the same meaning as given to them in the Interpretation Act.

Number and Gender

- 2.03 Wherever the singular, plural, masculine, feminine, or neuter is used throughout this Agreement the same shall be construed as meaning the singular, plural, masculine, feminine, or neuter where the fact or context requires this and with regard to the provisions of this agreement.
- 2.04 "May" shall be regarded as permissive and "Shall" and "Will" as imperative.

ARTICLE 3 - RECOGNITION

- 3.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees in the bargaining unit in accordance with the certificate issued by the Canada Labour Relations Board on April 28, 1989.
- 3.02 The Employer agrees to inform prospective employees prior to their initial employment that the Hamlet of Fort Providence is a union shop.

Freedom from Discrimination

- 3.03 The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee by reason of age, sex, race, creed, colour, nationality, sexual orientation, religion, ancestry, ethnic origin, place of origin, marital status, gender identity, family status, family affiliation, political belief, political association, social condition, disability, a conviction for which a pardon has been granted, nor by reason of union membership or activity.
- 3.04 Notwithstanding clause 3.03, it is recognized that an affirmative action program may be implemented by the Employer.

Freedom from Sexual Harassment

- 3.05 "Sexual harassment" means any conduct, comment, gesture, or contact of a sexual nature
- (a) that is likely to cause offence or humiliation to any employee
- (b) that might, on reasonable grounds, be perceived by that Employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.
- 3.06 Every employee is entitled to employment free of sexual harassment.
- 3.07 The Employer will make every reasonable effort to ensure that no Employee is subjected to sexual harassment. The Employer will take such disciplinary measures as the Employer deems appropriate against any person under the Employer's direction who subjects any employee or member of the public to sexual harassment.

Freedom from Workplace Violence

- 3.08 "Workplace violence" means any incident in which an employee is abused, threatened or assaulted during the course of his or her employment, and includes but is not limited to all forms of harassment, bullying, intimidation, and intrusive behaviours of a physical or emotional nature.
- 3.09 Every employee is entitled to employment free of workplace violence.
- 3.10 The Employer will make every reasonable effort to ensure that no Employee is subjected to workplace violence. The Employer will take such disciplinary measures as the Employer deems appropriate against any person under the Employer's direction who subjects any employee or member of the public to workplace violence.

ARTICLE 4 - APPLICATION

- 4.01 The provisions of this Agreement apply to the Union, the employees, and the Employer.
- 4.02 Part-time employees shall be entitled to all eligible benefits provided under this Agreement in the same proportion as their weekly hours of work compare to the standard work week except as noted elsewhere in this Collective Agreement.
- 4.03 The Employer and the Union will share equally the costs associated with the printing and distribution of the Collective Agreement. The Union will facilitate said printing and distribution.

ARTICLE 5 - FUTURE LEGISLATION

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

5.02 Conflict of Provisions

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

ARTICLE 6 - STRIKES AND LOCKOUTS

6.01 There shall be no lockout by the Employer and no strike by any employee or employees during the life of this Collective Agreement.

ARTICLE 7 - MANAGERIAL RESPONSIBILITIES

7.01 Except to the extent provided in this Agreement, this Agreement in no way restricts the Employer in the management and direction of its affairs.

ARTICLE 8 - EMPLOYER DIRECTIVES

8.01 The Employer shall provide the Union with a copy of all written personnel directives intended to clarify the interpretation or application of the Collective Agreement.

ARTICLE 9 - UNION ACCESS TO EMPLOYER PREMISES

9.01 Upon reasonable notice the Employer shall permit access to its work premises of an accredited representative of the Union.

ARTICLE 10 - APPOINTMENT OF REPRESENTATIVES

10.01 The Employer acknowledges the right of the Union to appoint employees as representatives. The Union will advise the Employer of such appointments within a reasonable period of time after the appointment has been made.

ARTICLE 11 - TIME-OFF FOR UNION BUSINESS

11.01 Arbitration Hearing (Grievance)

(1) The Employer will grant leave with pay to an employee who is a party to the grievance which is before an Arbitration Board to attend the Arbitration Hearing.

(2) Employee who acts as a Representative

The Employer will grant leave with pay to the representative of an employee who is a party to the grievance to attend the arbitration hearing.

(3) Employee called as a Witness

The Employer will grant leave with pay to a witness called by an employee who is a party to the grievance to attend the Arbitration Hearing.

11.02 Where an employee and his representative are involved in the process of his grievance, they shall be granted reasonable time on the job with pay.

11.03 Contract Negotiations Meetings

The Employer will grant leave with pay for two (2) employees for the purpose of attending contract negotiations on behalf of the Union for the duration of such negotiations.

11.04 Meetings Between Employee Organizations and Management

The Employer will grant time-off with pay to two (2) employees who are meeting with management on behalf of the Union.

11.05 Employee Organization Executive Council Meetings, Congress and Conventions

The Employer will grant reasonable leave without pay to a maximum of two (2) employees to attend executive council meetings and conventions of the Alliance, the Union of Northern Workers, the Canadian Labour Congress and the N.W.T. Federation of Labour.

11.06 Representatives Training Course

Where operational requirements permit the Employer will grant reasonable leave without pay to a maximum of two (2) employees who have been appointed as Representatives on behalf of the Union to undertake training related to the duties of a representative.

11.07 Leave of Absence

(1) An employee elected to a Full Time Union Office of the Union of Northern Workers shall be granted leave of absence for the term of office. During leave of absence the employee shall maintain all accumulated rights and benefits to which he/she is entitled to under this Agreement.

(2) The Employer shall continue to pay the employee his/her salary in accordance with the terms of this Agreement. Upon invoice by the Employer, the Union Shall reimburse the Employer for the amounts so paid within thirty (30) days of the invoice date. The benefit of any group plan shall be extended to the employee and the Union will reimburse the Employer for any cost involved in the same manner.

(3) The employee shall be entitled to an increment for each year of his/her leave of absence to the maximum pay level of his/her salary.

(4) The employee shall advise the Employer as soon as possible when an extension of the leave of absence is required due to re-election.

- (5) Upon termination of his/her leave of absence the employee shall be offered at least the position he/she held with the Employer before he/she commenced the leave of absence. When the employee wishes to invoke this clause of the Collective Agreement he/she shall provide the Employer with three (3) months notice of his/her intent.
 - (6) Notwithstanding section 11.07(5), the Employer may make an offer of employment to the employee to a position inside the Bargaining Unit should the employee bid on a Competition and be the successful candidate.
- 11.08 Upon reasonable notification, the Employer shall grant leave without pay to allow the Alliance Regional Executive Vice-President of the Northern Region to perform his/her duties.
- 11.09 The Employer will grant leave without pay for employees:
- (1) To participate as delegates to constitutional conferences or other similar forums mandated by the Territorial Legislation; and
 - (2) to present briefs to commissions, boards and hearings that are mandated by the Territorial Legislation or the Federal Government and whose area of interest is of concern to organized labour.
- 11.10 When Union leave without pay is granted under the Article, the Employer will, upon advice from the Union, continue to pay employees their applicable salary and benefits during such leave. Upon invoice by the Employer, the Union will reimburse the Employer for the amounts so paid, within thirty (30) days of the date of the invoice.

ARTICLE 12 – MEMBERSHIP FEES

- 12.01 The Employer will, as a condition of employment, deduct an amount equal to the amount of Membership Fees from the pay of all employees in the Bargaining Unit.
- 12.02 The Union shall inform the Employer in writing of the Membership Fees to be deducted for each employee within the Bargaining Unit.
- 12.03 For the purpose of applying clause 12.01, deductions from pay for each employee will occur on a bi-weekly basis and will apply to the extent that earnings are available. Where an employee does not have sufficient earnings in respect of any bi-weekly period to permit deduction, the Employer shall not be obligated to make such deductions from subsequent salary.
- 12.04 For the duration of this Agreement no employee organization, other than the Union, shall be permitted to have Membership Fees deducted by the Employer from the pay of the employees in the Bargaining Unit.
- 12.05 The amounts deducted in accordance with clause 12.01 shall be remitted to the Comptroller of the Alliance by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on his behalf.
- 12.06 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this article except for any claim or liability arising out of an error committed by the Employer.
- 12.07 The Employer agrees to identify annually on each employee's T-4 slip the total amount of Membership Fees deducted for the preceding year.

ARTICLE 13 - INFORMATION

- 13.01 The Employer agrees to provide the Union on a semi-annual basis, with information concerning the identification of each member in the Bargaining Unit. This information shall include the name, location and job classification of all employees in the Bargaining Unit.

The Employer shall indicate which employees have been hired or transferred and those employees whose employment has been terminated during the period reported.

- 13.02 The Employer shall provide each employee with a copy of this Collective Agreement.
- 13.03 The Employer agrees to provide each new member of the Bargaining Unit with a copy of this Collective Agreement upon his appointment.
- 13.04 The Employer shall notify the Union of all newly created classifications including its designation as to whether it is within or outside of the Bargaining Unit.

ARTICLE 14 - SENIORITY

- 14.01 Seniority shall be applied on a bargaining unit wide basis.
- 14.02 A newly hired employee shall be on probation for a period of six (6) months. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement, except the right to grieve termination of his or her employment.
- 14.03 The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. The seniority list shall be kept up-to-date, a copy of which shall be posted on the bulletin board, and shall be sent to the union every six months.

ARTICLE 15 - PROVISION OF BULLETIN BOARD SPACE AND OTHER FACILITIES

- 15.01 The Employer shall provide bulletin board space in its office and shop clearly identified for exclusive Union use.
- 15.02 The Employer will make every reasonable effort to provide to the Union and the members of the Bargaining Unit a suitable meeting room to be used from time to time for the business relating to the Bargaining Unit.
- 15.03 The Employer will process any mail originating from the Union addressed to all employees.
- 15.04 A representative of the Union shall have the right to give each new employee an orientation of up to fifteen (15) minutes and the representative of the Union shall be given leave with pay for such purposes.

ARTICLE 16 - DESIGNATED PAID HOLIDAYS

16.01 Designated Paid Holidays

- (1) The following days are Designated Paid Holidays for employees covered by this Collective Agreement:
 - (a) New Year's Day;
 - (b) Good Friday;
 - (c) Easter Monday;
 - (d) Victoria Day;
 - (e) National Aboriginal Day
 - (f) Canada Day;
 - (g) Civic Holiday, The first Monday in August;
 - (h) Labour Day;
 - (i) Thanksgiving Day;
 - (j) Remembrance Day;
 - (k) Christmas Day;
 - (l) Boxing Day;
- (2) A paid holiday shall also be granted to all employees on any special day proclaimed by the Government of Canada, the Commissioner or Minister of the NWT, or the Mayor of Fort Providence.

16.02 No employee is entitled to be paid in respect of a Designated Paid Holiday where:

- (1) An employee is absent without cause on both the working day immediately preceding and the working day following the Designated Paid Holiday, except with the approval of the Employer;
- (2) He has not worked for the Employer a total of thirty (30) days during the preceding twelve (12) months;
- (3) The employee was required to work that day but did not report to work.

16.03 Holiday Falling on a Day of Rest

When a Designated Paid Holiday coincides with an employee's day of rest, the Designated Paid Holiday shall be moved to the employee's first working day following his day of rest, unless the Employer and employees mutually decide on a different date.

16.04 When a day Designated Paid Holiday for an employee is moved to another day under the provisions of clause 16.03:

- (1) work performed by an employee on the day from which the Designated Paid Holiday was moved shall be considered as work performed on a day of rest and
- (2) work performed by an employee on the day to which the Designated Paid Holiday was moved, shall be considered as work performed on a Designated Paid Holiday.

- 16.05 When the Employer requires an employee to work on a Designated Paid Holiday as part of his regularly scheduled hours of duty or as overtime when he is not scheduled to work he shall be paid in addition to the pay that he would have been granted had he not worked on the Designated Paid Holiday:
- (1) one and one-half (1½) times his hourly rate for the first four (4) hours worked, and
 - (2) twice (2X) his hourly rate for the hours worked in excess of four (4) hours.
 - (3) in lieu of (1) and (2) above, at the request of the employee, the Employer may grant equivalent leave with pay at the appropriate overtime rate to be taken at a time mutually agreeable to the Employer and the employee.
- 16.06 Where a day that is a Designated Paid Holiday for an employee falls within a period of leave with pay, the Designated Paid Holiday shall not count as a day of leave.

ARTICLE 17 - LEAVE - GENERAL

17.01 Earned Leave

- (1) When the employment of an employee who has been granted more vacation, sick leave or special leave with pay than he has earned dies the employee shall be considered to have earned that amount of leave with pay granted to him.
 - (2) When the employment of an employee who has been granted more vacation, sick leave or Special leave with pay than he has earned is laid off, the employee shall be considered to have earned that amount of leave with pay granted to him.
- 17.02 During the month of May in each year the Employer shall inform each employee in the Bargaining Unit in writing of the balance of his special, sick and vacation leave credits as of the 31st day of March.
- 17.03 If, at the end of the fiscal year, an employee's entitlement to vacation leave with pay includes a fractional entitlement of less or more than one-half day the entitlement shall be increased as follows:
- (1) to a half day if the fractional entitlement is less than one-half day;
 - (2) to a full day if the fractional entitlement is more than one-half day.
- 17.04 When the Employer rejects an employee's application for leave, upon request the detailed reasons for the rejection shall be provided to the employee in writing.
- 17.05 The Senior Administrative Officer will have the authority to grant leave requested.

ARTICLE 18 - VACATION LEAVE

18.01 Accumulation of Vacation Leave

- (1) For each month of a fiscal year in which an employee receives ten (10) days pay, he shall earn vacation leave at the following rates:
 - (a) one and one quarter (1¼) days each month until the month in which the anniversary of the second (2nd) year of continuous service is completed;
 - (b) one and two-thirds (1 2/3) days each month commencing in the month after completion of two (2) years of continuous service and ending in the month that seven (7) years of continuous service is completed.

- (c) two and one twelfth (2 1/12) days each month commencing in the month after completion of seven (7) years of continuous service and ending in the month that twenty (20) years of continuous service is completed.
 - (d) two and one-half (2½) days each month commencing in the month after completion of twenty (20) years of continuous service.
- (2) Part time employees shall receive vacation pay based on length of service as indicated in (1) above prorated to the number of hours worked as compared to a full time employee.

18.02 Granting of Vacation Leave

- (1) In granting vacation leave with pay to an employee, the Employer shall make every reasonable effort to:
- (a) grant vacation leave for all employees in the fiscal year in which it is earned;
 - (b) not recall an employee to duty after he has proceeded on vacation leave;
 - (c) grant the employee his vacation leave during the fiscal year in which it is earned at a time specified by him;
 - (d) grant the employee vacation leave for at least up to five (5) consecutive weeks depending upon his vacation entitlements when so requested by the employee; and recognize seniority on preference for a vacation period.
 - (e) grant the employee his vacation leave when specified by the employee if the period of vacation leave is less than a week, providing that the employee gives the Employer reasonable advance notice.
- (2) All requests for vacation leave will be made in writing.
- (3) The Senior Administrative Officer shall reply to the request for vacation leave as soon as possible.

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

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

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

18.04 Employees are not permitted to carry over more vacation leave credits than can be earned in one (1) fiscal year. Vacation leave credits exceeding a one (1) year entitlement will be liquidated in cash in the month of May.

18.05 Recall from Vacation Leave

Except in the case of an emergency, the Employer shall not recall any employee to duty once his vacations have commenced.

18.06 When during any period of vacation leave an employee is recalled to duty, he shall be reimbursed immediately for reasonable expenses, as normally defined by the Employer, that he incurs;

- (1) in proceeding to his place of duty;
- (2) in respect of any non refundable deposits or rearrangements associated with his vacation;
- (3) in returning to the place from which he was recalled if he immediately resumes vacation upon completing the assignment for which he was recalled;

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

18.07 The employee shall not be considered as being on vacation leave during any period in respect of which he is entitled under clause 18.06 to be reimbursed for reasonable expenses incurred by him.

18.08 Leave when Employment Terminates

Where an employee dies or otherwise terminates his employment:

- (1) the employee or his estate shall, in lieu of earned but unused vacation leave, be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave by the daily rate of pay applicable to the employee immediately prior to the termination of his employment, or
- (2) the Employer shall grant the employee any vacation leave earned but not used by him before the employment is terminated by lay-off if the employee so requests.

18.09 Abandonment of Position

- (1) An employee whose employment is terminated by reason of a declaration that he abandoned his position is entitled to receive the payment referred to in clause 18.08. If after reasonable efforts the Employer is unable to locate the employee within six (6) months of termination, his entitlement shall lapse.
- (2) Except in extenuating circumstances an employee shall be considered to have abandoned their position when they have not reported to work for seven (7) consecutive working days and have not notified the Employer.

18.10 Vacation Travel Assistance

- (1) All employees other than casual employees traveling on vacation leave are entitled to transportation assistance once each fiscal year at the rate of one thousand one hundred (\$1100.00) dollars.

Effective April 1, 2006 the amount of transportation assistance shall increase to one thousand five hundred (\$1500) dollars.

- (2) Part-time employees shall receive this benefit pro-rated based on the number of hours worked compared to a full-time employee.

18.11 Travel Time

Vacations will be lengthened by two (2) working days when an employee receives vacation travel assistance.

18.12 Winter Bonus Days

An employee who has requested and is granted annual leave between October 1 and March 31 of any year shall, in addition to his vacation leave entitlement, receive one (1) day of extra leave

for each five (5) consecutive days of vacation leave that he liquidates within the above days up to a maximum of four (4) days.

ARTICLE 19 - SPECIAL LEAVE

- 19.01 An employee (including casual employees only when the casual employee is working as a replacement for a full-time or part-time employee) shall earn special leave credits at the following rates:
- (1) one-half ($\frac{1}{2}$) day for each calendar month for which he receives pay for at least eighty (80) hours for maintenance and recreation employees and one-half ($\frac{1}{2}$) day for each calendar month for which he receives pay for at least seventy (70) hours for administration employees, or
 - (2) one-quarter ($\frac{1}{4}$) day for each calendar month for which he receives pay for at least forty (40) hours for maintenance and recreation employees and one-quarter ($\frac{1}{4}$) day for each calendar month for which he receives pay for at least thirty-five (35) hours for administration employees.
- 19.02 For the purposes of this Article, immediate family is defined as an employee's father, mother, brother, sister, spouse, common-law spouse, child, foster child, adopted child, step- child, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunt, uncle, grandchildren, grandparents, and any relative permanently residing in the employee's household or with whom the employee permanently resides.
- (1) The Employer shall grant special leave earned with pay for a period of up to five (5) consecutive working days:
 - (a) when there is a death in the employee's immediate family; or
 - (b) when an employee is to be married.
 - (2) The Employer may grant an employee special leave with pay for a period of up to three (3) consecutive working days and may extend this leave to five (5) consecutive working days:
 - (a) where a member of the immediate family becomes ill (not including childbirth) and the employee is required to care for his dependants or for the sick person;
 - (b) where a member of the immediate family residing outside of Fort Providence becomes seriously ill.
 - (3) The Employer may grant an employee special leave with pay for a period of up to five (5) consecutive working days:
 - (a) where special circumstances not directly attributable to the employee prevent his reporting to duty, including;
 - (i) serious household or domestic emergencies;
 - (ii) a general transportation tie up caused by weather;
 - (iii) a serious community emergency where the employee is required to render assistance.
 - (b) in circumstances which are of general value to the Employer such as where the employee:
 - (i) takes an examination which will improve his position or qualifications;
 - (ii) attends his University Convocation, if he has been continuously

employed for at least one (1) year;

(iii) attends a course in civil defense training;

(iv) requires a medical examination for enlistment in the Armed Forces or in connection with a veteran's treatment program.

(c) such leave will not be unreasonably withheld.

19.03 A employee, who is not already receiving maternity or parental leave, shall be granted special leave with pay up to a maximum of two (2) working days on the occasion of the birth of a partner's child. An employee shall be granted special leave with pay up to a maximum of two (2) working days on the occasion of the adoption of a child. This leave may be divided into two parts and taken on separate days. Under special circumstances the Employer may extend this period to a maximum of five (5) working days.

19.04 Advance of Credits

Where an employee has insufficient credits to permit the granting of special leave within the meaning of this Article, leave up to a maximum of five (5) days, may be granted at the discretion of the Employer, subject to the deduction of such advance leave from any special leave credits subsequently earned.

19.05 Casual Leave

(1) All employees may be granted casual time off with pay for the following purposes:

(a) for the employee to attend to an appointment with a Doctor or nurse, Dentist, Lawyer, or School Authority during working hours;

(b) for the employee to participate in voluntary services for a Community cause;

(c) for other purposes of a special or unusual nature.

(2) Employees shall be granted casual leave with pay to a maximum of one (1) day per occurrence where the employee's physician requires him to attend regular or recurring medical treatments and checkups, upon provision of proof upon the request of the Employer.

Employees shall attempt to make arrangements outside working hours if possible and time off will be kept to the minimum required for these purposes

19.06 Employees will be allowed up to one (1) hour of leave if required for the purpose of voting in any Federal, Territorial, Municipal, Band Council or Métis election.

ARTICLE 20 - SICK LEAVE

Credits

20.01 An employee (including casual employees only when the casual employee is working as a replacement for a full-time or part-time employee) shall earn sick leave credits at the rate of one and a quarter (1¼) days for each calendar month for which he receives pay for at least eighty (80) hours for maintenance and recreation employees and for which he receives pay for at least seventy (70) hours for administration employees.

20.02 Subject to (1) and (2) below, and subject to the remainder of this Article, all absences on account of illness on a normal working day (exclusive of designated holidays) shall be charged against an employee's accumulated sick leave credits except:

(1) When the period of absence is two-hours or less there shall be no charge;

- (2) When the period of absence is more than two hours but less than six hours, one-half (½) day shall be charged;
- (3) When the period of absence is six (6) hours or more, one (1) full day shall be charged.
- 20.03 Where leave of absence without pay is authorized for any reason, or an employee is laid-off because of lack of work, and the employee returns to work upon expiration of such leave of absence or lay-off, he shall earn sick leave credits according to clause 20.01 and shall retain any unused sick leave existing at the time of lay-off or commencement of leave without pay.
- 20.04 In circumstances where sick leave would be authorized but the employee has insufficient or no sick leave credits, he shall be granted sick leave in advance to a limit of fifteen (15) days which shall be charged against future credits as earned. If the employee dies or is laid off before authorized unearned sick leave has been liquidated, no recovery shall be made from the employee or employee's estate.
- 20.05 Employee to Inform Employer
- Unless otherwise informed by the Employer, an employee must contact the Employer prior to the commencement of the employee's regularly scheduled hours of work and advise that the employee is unable to work because of illness or injury.
- The Employer shall only require a medical certificate of a medical or nurse practitioner when there is a reasonable need for doing so.
- 20.06 When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for a concurrent period, there shall be no charge against his sick leave credits for the period of concurrency.
- 20.07 Travel Time
- Every employee who is proceeding to a medical centre under the provisions of this Article with the approval of the Employer will be granted leave of absence with pay which is not to be charged against his sick leave credits for the lesser of three (3) days or the actual time taken to travel from his post to the centre of medical treatment and return.

ARTICLE 21 - OTHER TYPES OF LEAVE

21.01 Court Leave

Leave of absence with pay shall be given to every employee, other than employees on leave of absence without pay, laid off or on suspension, who is required:

- (1) to serve on a jury and the jury selection process; or
- (2) by subpoena or summons to attend as a witness in any proceeding held:
 - (a) in or under the authority of a court of justice or before a grand jury;
 - (b) before a court, judge, justice, magistrate, or coroner;
 - (c) before the Senate or House of Commons of Canada, or a committee of the Senate or House of Commons, otherwise than in the performance of the duties of his position;
 - (d) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it;
 - (e) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it;

- (3) notwithstanding anything contained in this Article, there may be deducted from the regular pay of the employee any remuneration received by him as a result of serving on a jury or as a witness, other than remuneration received as an allowance or reimbursement for expenses incurred in such duty.

21.02 Injury on Duty Leave

- (1) An employee shall be granted injury-on-duty leave with pay for such reasonable period as may be determined by the employee's medical practitioner for:
 - (a) a personal injury accidentally received in the performance of his duties;
 - (b) sickness resulting from the nature of his employment; or
 - (c) over-exposure to radioactivity or other hazardous conditions in the course of his employment;

if the employee agrees to pay the Employer any amount received by him for loss of wages in settlement of any claim he may have in respect of such injury, sickness or exposure, providing however that such amount does not stem from a personal disability policy for which the employee or his agent has paid the premium. Prior to making any payments under this Section, the Employer has the right to speak with the employee's medical practitioner. The employee shall, if he wishes to continue his claim for injury on duty leave, permit the physician to release relevant information to the Employer.

- (2) The Employer shall make every reasonable effort to find alternate employment within its employ for an employee who suffers an injury on duty, resulting in physical or mental disability, which results in the employee being unable to carry out his normal work functions.

21.03 Maternity Leave

(1) Notification

- (a) An employee who becomes pregnant shall notify the Employer of her pregnancy at least 15 weeks prior to the expected date of termination of her pregnancy and, subject to section (b) of this clause, shall, eleven (11) weeks before the expected date of the termination of her pregnancy be granted leave without pay for a period ending not later than twenty-six (26) weeks after the date of the termination of her pregnancy.
- (b) The Employer may:
 - (i) upon written request from the employee, defer the commencement of maternity leave without pay of an employee or terminate it earlier than twenty-six (26) weeks after the date of the termination of her pregnancy;
 - (ii) grant maternity leave without pay to an employee to commence earlier than eleven (11) weeks before the expected termination of her pregnancy;
 - (iii) where maternity leave without pay is requested, require an employee to submit a medical certificate certifying pregnancy.
- (c) Leave granted under this clause shall be counted for the calculation of "continuous employment".

- (2) Maternity Leave Allowance
- (a) After completion of six (6) months continuous employment, an employee who provides the Employer with proof that she has applied for and is eligible to receive unemployment insurance benefits pursuant to Section 22 of the Employment Insurance Act, 1996, shall be paid a Maternity Leave allowance.
 - (b) An applicant under clause 21.03(2)(a) shall sign an agreement with the Employer providing:
 - (i) that she will return to work and remain in the Employer's employ for a period of at least six (6) months after her return to work;
 - (ii) that she will return to work on the date of the expiry of her maternity leave, unless this date is modified with the Employer's consent.
 - (c) Should the employee fail to return to work as per the provisions of clause 21.03(2)(b), the employee recognizes that she is indebted to the Employer for the amount of maternity leave allowance received.
- (3) In respect of the period of Maternity Leave, the maternity leave allowance payments will consist of a maximum of seventeen (17) weeks of payments necessary to provide the employee the combined equivalent of ninety-three percent (93%) of her weekly rate of pay.
- (a) For a full-time employee the weekly rate of pay referred to in clause 21.03 (3) shall be the weekly rate of pay to which she is entitled for the classification she was working in on the day immediately preceding the commencement of the Maternity Leave.
 - (b) For a part-time employee the weekly rate of pay referred to in clause 21.03 (3) shall be the pro-rated weekly rate of pay to which she is entitled for the classification she was working in averaged over the six (6) month period of continuous employment immediately preceding the commencement of the Maternity Leave.
- (4) Further, when a pregnant employee produces a statement from her physician that her working conditions may be detrimental to her health or that of the fetus, the Employer will either change those working conditions where that is reasonable within his operational requirements or allow the employee to take leave of absence without pay for the duration of her pregnancy.
- (5) The employee has no vested right to this allowance except for supplementation of Employment Insurance benefits as provided in this Article.

21.04 Parental Leave

- (1) Where an employee has or will have the actual care and custody of his/her newborn child; or where an employee commences proceedings to adopt a child who is below the age of majority or obtains an order for the adoption of a child who is below the age of majority, he/she shall be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks. The leave shall be taken during the fifty-two (52) week period immediately following the day the child is born, or in the case of adoption, within the fifty-two (52) week period from the date the child comes into the employee's care and custody.
- (2) Leave granted under this Clause shall be counted for the calculation of "continuous employment".

- (3) Parental leave utilized by an employee-couple shall not exceed a total of thirty-seven (37) weeks for both employees combined.
 - (4) Parental leave utilized by an employee-couple in conjunction with maternity leave shall not exceed a total of fifty-two (52) weeks for both employees combined.
 - (5) Parental leave taken by an employee in conjunction with maternity leave shall be taken immediately after the termination of the maternity leave and the duration of both periods of leave shall not exceed a total of fifty-two (52) weeks.
- 21.05 (1) An employee who takes parental and/or maternity leave without pay shall continue to accrue seniority during the period of leave. Any period of leave shall be considered for pay increment purposes.
- (2) An employee who takes parental and/or maternity leave without pay is entitled to be reinstated in the position that the employee occupied when the leave commenced. Where for any valid reason the Employer cannot reinstate an employee into the same position, the Employer shall reinstate the employee into a comparable position with the same wages and benefits.
- (3) With consent of the Employer, an employee may return to work prior to the expiry of parental or maternity leave without pay.
- 21.06 At the request of an employee and subject to operational requirements, leave without pay in one (1) or more periods to a total maximum of one (1) year during an employee's total period of employment may be provided for the care and nurturing of pre-school children.
- 21.07 Hunting, Fishing, and Harvesting Leave
- (1) Subject to operational requirements, leave with pay to a maximum of three (3) days per year may be granted on one weeks notice to an employee in order to meet traditional hunting, fishing, or harvesting needs. Such leave shall not be unreasonably denied.
 - (2) An employee shall apply for such leave in writing on a form provided by the Employer.

ARTICLE 22 - HOURS OF WORK

- 22.01 Regular hours of work for full-time employees shall be five (5) consecutive days per week.
- (1) Office staff - from Monday to Friday 9:00 a.m. to 5:00 p.m., exclusive of a one (1) hour meal period,
 - (2) Recreation - 8 hours per day, exclusive of a one (1) hour meal period, scheduled between 8:00 am and 11:00 pm.
 - (3) Municipal Works - 8:00 am - 4:30 pm, exclusive of a one half (½) hour meal period, or eight (8) hours per day subject to a mutually agreed schedule between the Employer and the employee.
 - (4) Sanitation Workers – weekly hours of work for Sanitation Workers will be:
 - (a) for the weeks between September 1 of one year and May 31 of the next, eight (8) hours per day Mondays and Thursdays, or, after giving written notice to the Union of the change, eight (8) hours per day Mondays, Wednesdays and Fridays, and;
 - (b) for the weeks between June 1 and August 31 each year, eight (8) hours per day, Monday through Friday.

The Employer shall consult with the Union and the employees prior to implementing scheduling

hours of work that will best meet operating needs and preferences of employees including shift rotation, changing of shifts, and posting of schedules.

22.02 All employees shall be entitled to rest periods of fifteen (15) minutes duration twice per day commencing at or around the mid-point of the shifts.

22.03 In the event that an employee is unable to take his rest period or meal period due to operational requirements, the meal period will be taken at a later time. In the event that an employee is unable to take this meal period at all during the day, upon approval he will have the option of leaving work early at the end of the day, or claiming overtime in the amount of time worked due to missing the meal period.

ARTICLE 23 - OVERTIME

23.01 In this Article:

- (1) "straight time rate" means the hourly rate of pay;
- (2) "time and one-half" means one and one-half times the straight time rate;
- (3) "double time" means twice the straight time rate.

23.02 An employee who is required to work overtime shall be paid overtime compensation for all overtime worked subject to a minimum payment of one (1) hour at the overtime rate.

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

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

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

23.05 Payment for Overtime Worked

- (1) Subject to clause 23.02, an employee who is required to work overtime shall be entitled to the appropriate rate described below in (2).
- (2) Overtime work shall be compensated as follows:
 - (a) at time and one-half (1½X) for the first four hours worked, and
 - (b) at double time (2X) for all hours of overtime worked after the first four (4) consecutive hours of overtime and double time (2X) for all hours worked on a full-time employee's second scheduled day off.

In lieu of (a) and (b) above, at the request of the employee, the Employer may grant equivalent leave with pay at the appropriate overtime rate to be taken at a time mutually agreeable to the Employer and the employee.

23.06 Where an employee is required to work three (3) or more hours of overtime immediately following his regularly scheduled hours of duty, and, because of the operational requirements of the service, the employee is not permitted to leave his place of work, the Employer will either provide the employee with a meal or meal allowance equal to the amount of the Dinner in accordance with the Duty Travel, Meals and Incidental Expenses (clause 40.05).

ARTICLE 24 - PAY

24.01 Employees are entitled to be paid for services rendered for the classification and position to which they are appointed at the pay rates specified in the Appendices attached.

24.02 Pay Cheques

- (1) Employees shall be paid on every second Friday.
- (2) The Employer shall deposit an employee's pay directly to the financial institution of an employee's choice when requested by the employee. This provision shall not apply to casual employees.
- (3) Where cheques are distributed to employees at their place of work, they shall first have been placed in sealed envelopes.

24.03 Employees who have earned overtime compensation or any other extra allowances in addition to their regular pay, should receive such remuneration in the pay period in which it was earned but in any event shall receive such remuneration on the following pay day.

When overtime compensation is paid, the pay statement shall indicate the pay periods, rate of overtime, and the number of overtime hours.

24.04 Acting Pay

- (1) When an employee performs the duties of a higher classification level on an acting basis, and, when this is previously approved by the Employer, he shall be paid acting pay calculated from the date on which he commenced to act as if he had been appointed to that higher classification level for the period in which he acts.
- (2) When a day designated as a paid holiday occurs on a day when the employee would otherwise be performing duties on an acting basis, the holiday shall be considered as a day worked for purposes of acting pay.

24.05 Salary Increases

- (1) The Employer agrees to pay the negotiated salary increases to every employee not later than the month following the month in which this Agreement is signed and not later than the month following the month in which any subsequent salary increases become effective.
- (2) The Employer agrees to pay all retroactive remuneration for salary increases, overtime, acting pay and allowances not later than two months following the month in which the Agreement is signed.
- (3) Retroactive pay shall be issued on a separate cheque.

24.06 When an employee is appointed to a new position he shall be paid:

- (1) If the appointment constitutes a promotion as defined in clause 2.01(22) an increase in salary that is nearest to but not less than the difference between Step I and Step II of the new pay range.
- (2) If the appointment constitutes a transfer, at the rate nearest to, but not less than his former rate of pay.
- (3) The employee shall then be eligible for the next salary step on the grid one (1) year following the date of the employee's promotion or transfer.

24.07 Converted Positions

- (1) Notwithstanding the provisions of clause 24.01 when a position is converted or, where as a result of audit or review, a converted position is found to be over-classified and the maximum salary payable in the new range is less than the maximum salary of the incumbent of that position, he shall be paid as the present incumbent of that position in a holding range which will permit him to be paid at a salary which is nearest to and not less than his present maximum salary.
- (2) Where an employee accepts a transfer or training that would put him in a position nearer to the position before it was reclassified, he shall continue to be paid in the holding range.
- (3) For the purposes of this Article, a present incumbent is an employee who, subject to the above provisions, continues to receive the annual and negotiated increases for the range of the position before it was reclassified downwards.

24.08 Leave of Absence With and Without Pay

Employees who are on leave of absence with pay shall continue to receive their pay and allowances as provided in this Agreement for the duration of the leave of absence with pay. Employees who are on leave of absence without pay shall not receive any pay or allowances for the duration of the leave of absence without pay, unless this Agreement specifically provides otherwise.

ARTICLE 25 - REPORTING PAY

- 25.01 If an employee reports to work as scheduled and is advised by the Employer that there is insufficient or no work available he is entitled to two (2) hours pay at the straight time rate.
- 25.02 If an employee is directed to report for work on a day of rest or on a designated paid holiday, and there is insufficient work available, he shall be entitled to two (2) hours of work at the appropriate overtime rate. When no work is available he shall receive compensation to two (2) hours pay at the appropriate overtime rate.
- 25.03 If an employee is directed to report for work outside of his regularly scheduled hours, he shall be paid the greater of:
- (1) compensation at the appropriate overtime rate; or
 - (2) compensation equivalent to two (2) hours pay at the straight time rate.

ARTICLE 26 - CALL BACK PAY

26.01 Recall

- (1) When an employee is recalled to a place of work for a specific duty, he shall be paid the greater of:
 - (a) compensation at the appropriate overtime rate; or
 - (b) compensation equivalent to four (4) hours' pay at the straight-time rate.
- (2) Compensation for call-back shall be made either in cash or compensatory leave. If compensatory leave is chosen by the employee it shall be taken at a time mutually agreeable to the Employer and employee.

- 26.02 When an employee reports to work for which he has been recalled under the conditions described in clause 26.01 and uses his personal motor vehicle the employee shall be reimbursed as follows:
- (1) twenty (20) litres of gasoline in the winter;
 - (2) twelve (12) litres of gasoline in the spring and fall;
 - (3) eight (8) litres of gasoline in the summer.
- 26.03 When an employee returns to work on a call-back, payment under this Article shall be made whether or not work is actually available and performed.
- 26.04 Subject to clause 26.03 above no employee shall be disciplined for being unable to return to work on a call-back.

ARTICLE 27 - SHIFT PREMIUM

- 27.01 An employee who is scheduled to work outside of the normal hours of work shall be paid a shift premium, as follows:
- (1) \$1.00 per hour for all hours worked between 3:00 p.m. to 11:00 p.m.; and
 - (2) \$1.10 per hour for all hours worked between 11:00 p.m. and 7:00 a.m.

ARTICLE 28 - TERM POSITIONS

- 28.01 Except with prior mutual agreement between the Union and the Employer, no term position may extend beyond three (3) years. Should the Employer wish a term position to extend beyond a period of three (3) years, that position must become a regular position which must be offered to the incumbent of the term position, and his or her seniority shall be the initial date of hire into his or her term position.

ARTICLE 29 - TECHNOLOGICAL CHANGE

- 29.01 Technological Change
- (1) Both parties recognize the overall advantages of technological change. Both parties will therefore encourage and promote technological change and improvements.
 - (2) With this in view, and recognizing the extensive lead time required for the selection, installation and provision of sophisticated equipment, the Employer agrees to provide as much advance notice as possible to the Union of any major technological change in equipment which would result in changes in the employment status or in this Agreement. In addition, the Employer agrees to consult with the Union with a view to resolving problems which may arise as a result of the introduction of such technological change, and should the parties not agree, the matter shall be referred to arbitration. The imposition of said technological change shall be postponed until an arbitral award is handed down.
 - (3) In cases where employees may require retraining the Employer will make every reasonable effort to offer training courses. Where the Employer requires the employee to develop new skills as a result of these changes, the employee shall be provided with a reasonable amount of training. This training will occur during the employee's normal working hours where possible, however should the courses occur after regular working hours, the employee and Employer shall mutually agree upon suitable time off based on straight-time rate compensation. Training courses provided for in accordance with this

provision shall be at no cost to employees.

ARTICLE 30 - PAY FOR TRAVEL ON BEHALF OF EMPLOYER

- 30.01 Where an employee is required to travel on behalf of the Employer, he shall be paid:
- (1) When the travel occurs on a regular work day, as though he were at work for all hours traveled.
 - (2) When the travel occurs on a day of rest or designated paid holiday, at the applicable overtime rate for all hours traveled, with a minimum of four (4) hours pay at the straight time rate and a maximum of eight (8) hours at the applicable overtime rate.
 - (3) The Employer will make every reasonable effort to restrict travel outside of Fort Providence 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, he shall receive cash payment at time and one-half (1½) his rate of pay for that day.
 - (5) Notwithstanding the above, the Employer may make other arrangements mutually agreeable between the Employer and employee.

ARTICLE 31 - LAY-OFF AND JOB SECURITY

- 31.01 Layoff
- (1) Lay-offs will be made, when necessary, on the basis of reverse order of seniority within the employee's job classification.
 - (2) In order to minimize the adverse effects of lay-off, the Employer will provide retraining when practicable.
 - (3) A person who is appointed to a position within twelve (12) months of the date on which he was laid-off shall not lose any seniority or accumulated benefits.
- 31.02 Before a full-time or part-time employee is laid-off:
- (1) each employee shall be given three (3) months' notice in writing of the effective date of his layoff or pay in lieu thereof;
 - (2) every employee subject to lay-off shall, during the three (3) month period of notice, 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 presence is so required.
- 31.03 A short-term lay-off shall not exceed forty-five (45) days and lay-off notice or pay in lieu thereof does not apply to a short-term lay-off.
- 31.04 The Employer shall not dismiss, suspend, lay-off, demote or otherwise discipline an employee on the grounds that garnishment proceedings may be or have been taken with respect to an employee.
- 31.05 The Employer may retrain employees who would otherwise become redundant as a result of Employer planned termination and such retraining shall commence as soon as possible.
- 31.06 Recall from a lay-off will be made on the basis of seniority within the employee's job classification.

31.07 The Employer shall give notice of recall personally or by registered mail. Where notice of recall is given personally, the Employer shall deliver a letter stating that the employee is recalled. In this instance, notice of recall is deemed to be given when served.

Where notice of recall is given by registered mail, notice is deemed to be given seven (7) days from the date of mailing.

31.08 The employee shall return to work within ten (10) working days of receipt of notice of recall, unless, on reasonable grounds, he is unable to do so. Inability to communicate shall be considered as reasonable grounds.

ARTICLE 32 – JOB DESCRIPTION

32.01 When an employee is first hired 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 Job Description of the position to which he or she is assigned.

32.02 Upon written request, an employee shall be given a complete and current Job Description and responsibilities of his or her position.

ARTICLE 33 - EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

33.01 Employee Performance

(1) When a formal review of an employee's performance is made, the employee concerned shall be given the opportunity to discuss 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 performance appraisal and may use the grievance procedure in Article 35 to correct any alleged inaccuracies in his performance appraisal.

(2) The formal review of an employee's performance shall also incorporate an opportunity for the employee to state his career development goals and request any training, in-service training, re-training, or any facets of career development which may be available.

33.02 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.

33.03 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 two (2) years have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.

33.04 Upon written request of an employee, the Personnel file of that employee shall be made available for his examination at reasonable times in the presence of an authorized representative of the Employer.

33.05 Employee Representative

(1) The Employer's representative who assesses an employee's performance must have observed the employee's performance for the period for which the employee's performance is evaluated, or must consult someone within the organization who has observed the employee's performance.

(2) Where an employee is required to attend a meeting with the Employer where discipline may be imposed, the employee shall have the right to have a representative of the Union in attendance. The Employer must advise the employee of his right to be accompanied by his representative and give him reasonable time to have his representative present.

- (3) Only one file per employee for the purposes of performance evaluation or discipline shall exist.
- (4) The Employer agrees that communications between an employee and his representative are privileged and confidential.

The Employer shall not ask questions of the representatives on confidential matters and the representative shall not be forced to testify against an employee.

ARTICLE 34 - CLASSIFICATION

- 34.01 During the term of this Agreement, if a new or revised classification standard is implemented by the Employer, the Employer shall before applying the new or revised classification standard, negotiate with the Union the rates of pay and the rules affecting the pay of employees for the classifications affected. If the parties fail to reach agreement within ninety (90) 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.

ARTICLE 35 - ADJUSTMENT OF DISPUTES

- 35.01 The Employer and the Union recognize that grievances may arise in each of the following circumstances:
- (1) by the interpretation or application of:
 - (a) a direction or other instrument made or issued by the Employer dealing with terms or conditions of employment; or
 - (b) a provision of this Collective Agreement or Arbitral Award; and
 - (2) disciplinary action resulting in demotion, suspension, or a financial penalty;
 - (3) dismissal; and
 - (4) letters of discipline placed on personnel file.
- 35.02 If he so desires, an employee may be assisted and represented by the Union when presenting a grievance at any level.
- 35.03 An employee who wishes to present a grievance at any prescribed level in the grievance procedure shall transmit this grievance to his immediate supervisor who shall forthwith:
- (1) forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate level; and
 - (2) provide the employee with a receipt stating the date on which the grievance was received by him.
- 35.04 Except as otherwise provided in this Agreement a grievance shall be processed by recourse to the following steps:
- (1) First Level (Senior Administrative Officer)
 - (2) Second Level (Hamlet Council)
 - (3) Final Level (arbitration)

- 35.05 The Union shall have the right to consult with the Employer with respect to a grievance at each or any level of the grievance procedure.
- 35.06 An employee may present a grievance to the first level of the procedure in the manner prescribed in clause 35.03 not later than twenty-five (25) calendar days after the date on which he is notified orally or in writing or on which he first becomes aware of the action or circumstances giving rise to the grievance.
- 35.07 The Employer shall reply in writing to an employee's grievance within fourteen (14) calendar days at level 1, and within thirty (30) calendar days at Level 2.
- 35.08 An employee or the Union may present a grievance at each succeeding level in the grievance procedure beyond the first level,
- (1) where the decision or settlement is not satisfactory to the grievor, within fourteen (14) calendar days after that decision or settlement has been conveyed in writing to him by the Employer, or;
 - (2) where the Employer has not conveyed a decision to the grievor within the time prescribed in clause 35.07 within fourteen (14) calendar days after the day the reply was due.
- 35.09 Where an employee has been represented by the Union in the presentation of his 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.
- 35.10 No employee shall be dismissed without being given notice in writing together with the reasons therefore. When the Employer dismisses an employee the grievance procedures shall apply except that the grievance may be presented at the Second Level.
- 35.11 The Union shall have the right to initiate and present a grievance on any matter to any level of management specified in the grievance procedure.
- 35.12 An employee shall have the right to present a grievance on matters relating to the application or interpretation of this Agreement provided he first obtains the authorization of the Union prior to presenting such grievance.
- 35.13 An employee may, by written notice to the Senior Administrative Officer, withdraw a grievance provided that, where the grievance is one arising out of the application or interpretation of this Agreement his withdrawal has the approval, in writing, of the Union.
- 35.14 Employer grievances shall be processed by filing directly with the President of the Union.
- 35.15 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.
- 35.16 No proceedings under this Article are invalid by reason of any defect of form or any technical irregularity.
- 35.17 Arbitration
- Should the grievance not be resolved following Second Level either party may, by written notice to the other party, refer the matter to arbitration.
- 35.18 Single Arbitrator
- (1) The parties agree that any arbitration arising out of this agreement shall be made by a single arbitrator to be mutually agreed upon by the parties.

- (2) If mutual agreement is not reached by the parties to choose a single arbitrator within thirty (30) calendar days from the date that either party receives notification of a wish to proceed to arbitration, then the Canada Industrial Relations Board shall be asked to appoint said arbitrator. This appointment shall be accepted by both parties.

35.19 Power of the Arbitrator

- (1) The arbitrator has all of the powers granted to arbitrators under the Canada Labour Code Part I in addition to any powers which are contained in this Agreement.
- (2) The arbitrator shall hear and determine the difference or allegation and shall issue a written 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 and copies thereof shall be transmitted to the parties to the dispute within three months of the hearing.
- 35.20 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.
- 35.21 The Employer and the Union shall each pay one-half (½) of the remuneration and expenses of the arbitrator and each party shall bear its own expenses of every such arbitration.
- 35.22 Where a party has failed to comply with any of the terms of the decision of the arbitrator, either party or the employee affected by the decision may, after the expiration of thirty (30) calendar days from the date of the receipt of the decision or the date provided in the decision for compliance, whichever is later, make an application to the Supreme Court of the Northwest Territories to enforce the terms of the decision. Except in the case of a question of law there will be no review of the reasons for the decision.
- 35.23 In addition to the powers granted to arbitrators under the Provision of the Canada Labour Code Part I the Arbitrator may determine that the employee has been dismissed for other than proper cause and he may:
- (1) direct the Employer to reinstate the employee and pay to the employee a sum equal to his wages lost by reason of his dismissal, or such less sum as in the opinion of the arbitrator is fair and reasonable; or
- (2) make such order as he considers fair and reasonable having regard to the terms of this Agreement.

ARTICLE 36 - NO CONTRACTING OUT

- 36.01 There shall be no contracting out of any bargaining unit work if it would result in the lay-off or the continuation of a lay-off of a member of the bargaining unit.

ARTICLE 37 - LABOUR/MANAGEMENT COMMITTEE

- 37.01 A Labour/Management Committee will be formed to consult on matters of safety and health, the employee Assistance Program, the translation of this Agreement, and other matters of mutual interest.
- 37.02 The Labour/Management Committee shall be comprised of equal representation of the Union and the Employer, with each party choosing their respective representatives.
- 37.03 The Committee will meet once every four (4) months at a pre-established time and at other times at the request of either party. The role of Chairman will alternate between the Employer and the Union.

37.04 In matters of safety and health, the Committee will follow the following provisions:

(1) The work environment will be monitored and where a problem is perceived it shall be investigated and remedied as appropriate.

(2) Protective Clothing and Equipment

The Employer shall provide and pay for all protective devices, clothing and other equipment necessary to properly protect employees from injury and unhealthy conditions. The Employer shall make provisions for the proper cleaning and maintenance of all safety equipment, devices and clothing at no cost to the employees.

(3) The Right to Know Hazard Identification

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

(b) Information and Investigations Concerning Health Hazards and Work Injuries

(i) The Employer shall ensure that such investigations are conducted as may be necessary to determine the circumstances surrounding work injuries and health hazards arising.

Reports of these investigations shall be submitted to the Union Representative and the Employer, who may request further information from the person(s) who conducted the investigation.

(ii) If the Employer receives a copy of the report of injury it shall be passed on to the Union.

(iii) Provision of Legislation or Employer's Policies

The Employer shall make available to employees an updated copy of the *Safety Act* and regulations.

Video Display Terminals

(4) The Employer shall not use in the work place any video display terminal that is not approved by the Canadian Standards Association.

37.05 Employee Assistance Program

(1) In matters of the Employee Assistance Program, the Employer shall concern itself with poor work performance resulting from suspected alcohol or drug addiction.

(2) The Employer will deal with any matter arising confidentially taking into consideration the following provisions:

(a) that alcohol and drug addictions are medical disorders, and

(b) that an employee should be encouraged to remedy a disorder due to an addiction, and

(c) that benefits normally extended to employees during the time of illness shall be extended to an employee suffering from an addiction at such a time that he or she seeks to correct this disorder, and

(d) that the decision to undertake treatment is the responsibility of the employee, and

- (e) that the decision to seek treatment will not affect job security.

ARTICLE 38 - HEALTH AND SAFETY

38.01 In matters of Safety and Health, the Committee will follow the following provisions:

Right to Refuse Dangerous Work

- (1) An employee shall have the right to refuse to work in dangerous situations.
 - (a) An employee may refuse to do any particular act or series of acts at work which he has reasonable grounds to believe are dangerous to his health or safety or the health or safety of any other person at the place of employment until sufficient steps have been taken to satisfy him otherwise, or until the NWT Safety Officer or his designated representative has investigated the matter and advised him otherwise.
 - (b) No loss of wages or discriminatory action shall be taken against any worker by reason of the fact that he exercised the right conferred upon him in this section. No other employee shall be assigned to use or operate any machine, device, material or thing or perform any part of the work which is being investigated pending resolution of the situation.

- (2) First Aid/First Aid Training

First Aid

- (a) The Employer should ensure that employees can obtain the assistance of a first aid attendant easily and rapidly in all work places.
- (b) The Employer should provide first aid kits in all establishments, including third party premises, keep the said kits in good condition and make them accessible and available to employees at all times.
- (c) A list of all first aid attendants and the locations in which they may be found shall be posted in all establishments as determined by the Employer.

- (3) First Aid Training

The Employer will encourage employees to take first aid courses and will assume the costs of such courses and also the costs of refresher courses required to maintain the validity of a certificate. Employees taking first aid training shall be granted leave with pay for the duration of the courses.

- (4) 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 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. If the employee receives compensation from any source for expenses incurred on the employee's behalf by the Employer in such a situation, the Employer may recover that amount from the employee.

- (5) Occupational Health Examinations

- (a) Where the Employer requires an employee to undergo an occupational health examination by a qualified practitioner, chosen by the Employer, the examination will be conducted at no expense to the employee.

- (b) An employee shall be granted leave with pay to attend the examination and the Employer shall assume the cost of any travel expenses.
- (c) All occupational health information, forms and records transmitted or used in connection with these occupational health examinations will be conveyed to the employee's personal medical file and maintained in a medical confidential status and retained within that file separate from his personnel file.

ARTICLE 39 - WEATHER CONDITIONS

39.01 If an employee is unable to make it to work due to weather conditions or transportation delays, he shall not be deducted from his pay for that time, provided he is within Hamlet boundaries.

ARTICLE 40 - DUTY TRAVEL

40.01 An employee who is authorized to travel on Employer business will be reimbursed for reasonable expenses incurred.

40.02 Entitlement

The entitlements set out hereunder are subject to limitations in Clauses 40.05, 40.07 and 40.08. 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 claim and justify actual expenses by receipts.

40.03 Transportation

The cost of transportation is authorized as follows:

- (1) economy air (employees may be entitled to travel first class if proof is provided that economy air was not available on a required flight);
- (2) privately owned car (refer to clauses 40.10 to 40.15);
- (3) chartered aircraft;
- (4) rented or hired cars - where this is the most reasonable or economical means of travel. Employees renting vehicles are to ensure that the rental charge includes an item for cost of insurance coverage for damage to the vehicle and that there is insurance against all liability.

40.04 Accommodation

- (1) 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 Company employees. When making a reservation with a listed hotel, it should be clearly indicated that the accommodation is for a Company employee in travel status and is to be at the Hamlet agreed rate. Commercial accommodation expenses must be accompanied by receipts.
- (2) 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.
- (3) Non-Commercial Accommodation - where employees make private arrangements for overnight accommodation, they may claim \$13.50 for each night. This rate will be adjusted as the Federal rate is changed.

- (4) Employer 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 \$13.50 non-commercial accommodation allowance referred to in clause 40.04(3), 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.

40.05 Meals and Incidental Expenses

Expenses claimed under this heading are for the cost of meals consumed and for such incidental expenses as tips to miscellaneous service personnel, etc. These expenses shall be reimbursed according to the guidelines applied by the Federal Treasury Board.

Other Expenses

40.06 Employees may be reimbursed for:

- (1) long distance telephone calls of an official nature providing that an explanation is provided. Where an employee is required to remain absent from his home over a weekend, and has been on continuous travel status for two (2) or more days preceding the weekend, he shall be reimbursed for a personal long distance call not to exceed five (5) minutes (to be supported by receipts where available);
- (2) baggage - for storage and excess baggage charges where this is in the performance of duty and a satisfactory explanation is provided;
- (3) 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;
- (4) laundry - after two (2) consecutive days on duty travel, a maximum of \$2.00 per day for each subsequent day supported by receipts in all cases;
- (5) local phone calls for business purposes;
- (6) payment of casual wages for service personnel where a satisfactory explanation is provided, not to exceed \$50.00;
- (7) child care expenses - employees may be reimbursed a maximum of \$15.00 per day per child upon provision of receipts, if the employee, due to the requirement to travel on behalf of the Employer, incurs child care expenses which exceed those which would have normally been incurred.

Limitations

40.07 Notwithstanding clause 40.06(6), no item of "other expenses" or transportation in excess of five dollars (\$5.00) will be reimbursed unless it is supported by a receipt.

40.08 The following expenses will not be allowed:

- (1) purchase of briefcases, fountain pens, tools or any other supplies or equipment;
- (2) rental of television or radio receiving sets, where not included in the charge for lodgings;
- (3) purchases of a personal nature, such as baggage, clothing, etc.
- (4) subject to clause 40.06(1), telephone, telegraph, cable, or radio messages of a personal nature except in the case of unavoidable delay in arrival home;

- (5) expenses of any kind incurred during stopovers for personal reasons or during periods of leave, with or without pay;
- (6) any losses of money or of personal belongings.

40.09 Procedure

- (1) The Employer shall authorize Duty Travel by signing the Travel Authorization and Expense Claim before the start of the trip.
- (2) This form is to be submitted as a request for an advance of travel expenses where this is required.
- (3) All requests for advances should be submitted at least three (3) working days before the trip commences.
- (4) The form will be returned to the claimant along with the cheque for the advance.
- (5) Within ten (10) days of completing the trip, the employee shall submit his 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.
- (6) 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.

40.10 Travel by Privately Owned Car

- (1) The Employer will reimburse an employee who, with prior authority, uses a privately owned car for necessary travel on Employer business or on removal.
- (2) 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.
- (3) 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.

40.11 Entitlements

Subject to clauses 40.13 and 40.14, the following entitlements are provided:

- (1) where the use of privately owned car is authorized:
 - (a) for the Employer's rather than the individual's convenience - an allowance of .35 cents per kilometre for travel within the Territories and 30.5 cents per kilometre for travel elsewhere;
 - (b) for the individual's rather than the Employer's convenience - an allowance of 13 cents per kilometre.

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

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

Limitations

40.12 The following limitations shall apply:

- (1) persons not covered by personal insurance shall not be authorized to use a private car on Employer business;
- (2) the Employer will not pay for any additional cost of insurance which may be required on the employee's car by reason of using it on Employer business;
- (3) the distance allowance for enroute travel shall be calculated:
 - (a) 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 miles);
 - (b) for other enroute distances, on the generally accepted kilometrage for the most direct route.
- (4) no additional distance allowance will be paid where other employees on duty are carried as passengers.

40.13 The Employer will not pay any claims for damage, loss or liability incurred by an employee while driving an automobile on Employers business other than those claimed under the Workers' Compensation Act.

40.14 Procedure

- (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 kilometrage;
 - (ii) business kilometrage (if any) in lieu of taxis at destination;
 - (d) be submitted to the Employer for approval and payment.

40.15 Headquarters Travel

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

40.16 Entitlement

Subject to the Employer's approval, payment shall be made for transportation in the headquarters area of the employee in the following circumstances:

- (1) 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 normal means of getting to or from work;
- (2) 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.

40.17 Where a privately owned car is authorized for unusual transportation purposes within the headquarters area, entitlement will be as set out in clause 40.12.

40.18 Limitations

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 place of duty.

40.19 Entitlements under this Article will be increased in accordance with improvements to the GNWT Collective Agreement.

ARTICLE 41 - SHORT TERM LEAVE FOR TRAINING PURPOSES

41.01 Full financial assistance in respect of salary, tuition, traveling, and other expenses may be granted during a short term leave for training purposes:

- (1) where the employee has become technically obsolete and requires retraining to satisfactorily carry out the work assigned to him; or
- (2) where the courses are required to keep the employee abreast of new knowledge and techniques in his field of work; or
- (3) where qualified persons cannot be recruited to carry out essential work and it is necessary to train present employees.

41.02 The Employer may grant full financial assistance for courses of up to four (4) weeks duration and may grant partial financial assistance for courses of a duration of more than for (4) weeks.

41.03 When an employee provides the Employer with evidence that he has successfully completed a course the Employer shall reimburse the employee for tuition fees paid by him with respect to the course if the course is of value to the employees work, does not require him to absent from duty and has the prior approval of the Employer.

41.04 Where a request for leave under clauses 41.01 and 41.02 has been submitted by an employee, the Employer shall, within sixty (60) calendar days from the date of the employee's submission, advise the employee whether his request has been approved or denied.

41.05 Purpose

(1) The Hamlet of Fort Providence recognizes the need to develop a work place capable of effectively and efficiently administering 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 requirement. The granting of this leave is at the discretion of the Employer.

(2) Definition of Education Leave

For the purposes of this Article, Education Leave is defined as leave granted, with Employer assistance, to undertake full-time post-secondary studies for a period of not less than one (1) 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.

(3) Eligibility

All applicants for education leave must satisfy the following requirements:

- (a) An employee must have three (3) years of continuous service with the Hamlet of Fort Providence 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 evidence of satisfactory performance and potentials supported by a current performance appraisal.

(4) Levels of Assistance for Education Leave

All education leave includes assistance for tuition, travel costs, and one (1) 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 Employer.

(b) Education Leave With Partial Allowance In Lieu Of Salary

A minimum allowance equivalent to fifty percent (50%) 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, the Employer selects the employee to meet an identified need rather than recruit outside the Hamlet of Fort Providence.

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

(c) Education Leave With Full Allowance In Lieu Of Salary

An allowance equivalent to one hundred percent (100%) 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 supervisor when qualified persons can not be recruited to carry out essential work.

ARTICLE 42 - CIVIL LIABILITY

- 42.01 If an action or proceeding is brought against any employee or former employee by a third party for an alleged tort committed by him in the performance of his duties, the Employer shall protect the employee for damages and costs including legal costs according to the conditions of a general liability insurance policy which shall be maintained at all times to protect such employees in the event of these actions and costs.

ARTICLE 43 - SUSPENSION AND DISCIPLINE

- 43.01 When employees are to be suspended or discharged from duty, the Employer shall notify the employee in writing of the reasons for such suspension or discharge within twenty-four (24) hours of the suspension in sufficient detail that the employee may defend himself/herself against it.
- 43.02 The Employer shall notify the local representative of the Union that such suspension or discharge has occurred or is to occur.
- 43.03 Cooling Off Period - 2 Working Days

An employee who willfully terminates his employment as a result of a misunderstanding or argument shall be allowed to return to work and remain employed if he does so within two (2) working days. Should the Employer refuse to allow the employee to return to work, the termination shall be considered as a discharge, effective the date that the employee sought to return to work, and may be grieved as a discharge. An employee shall only be entitled to use this clause once per fiscal year.

ARTICLE 44 - VACANCIES, JOB POSTING, PROMOTIONS, AND TRANSFERS

- 44.01 Every vacancy for positions expected to be of more than six (6) months' duration and every newly-created position shall be posted on the Union notice Board. The job posting shall state the job classification, rate of pay, and required qualifications of the job. An employee who wishes to apply for a position so posted shall do so on or before the closing date as advertised on the posting.
- 44.02 Seniority shall be the governing factor in determining promotions, demotions, order of lay-off and order of recall, and filling of jobs after posting, providing that the most senior employee possesses the required qualifications and ability to perform the normal requirements of the job.
- (1) Ability to do the job means ability to perform the normal requirements of the job following an appropriate familiarization period or following an appropriate training and trial period of three (3) months duration.
 - (2) Within the three (3) month familiarization period as specified in (1) above, the employee may notify the Employer of his desire to revert to his former position. The Employer shall facilitate this request within a reasonable period of time.
 - (3) At the end of the three (3) month familiarization period as specified in (1) above, the Employer may determine that the employee is unsuitable for this position and in this instance may return the employee to his previous position.
- 44.03 No employee shall be transferred to a position outside the bargaining unit without his consent. If an employee is transferred to a position outside the bargaining unit, he shall retain his seniority accumulated up to the date of leaving the unit, but will not accumulate further seniority. Such employee shall have the right to return to a position in the bargaining unit consistent with his seniority accumulated up to the date of transfer outside the unit.
- 44.04 No employee shall be transferred to another position within the bargaining unit without his consent.
- 44.05 New employees shall not be hired when there are employees on lay-off who are qualified and willing to perform the job.

ARTICLE 45 - INSURANCE BENEFITS

45.01 The Employer shall provide the following Northern Employer Benefit Services benefits:

- (1) dental care insurance;
- (2) extended health care insurance;
- (3) group life insurance;
- (4) accidental death and dismemberment insurance;
- (5) weekly indemnity; and
- (6) long-term disability.

The provider of each benefit shall determine all issues concerning benefits, including issues concerning eligibility for benefits.

45.02 Effective April 1, 2009, eight percent (8%) matching contributions to be placed in an R.R.S.P. of the Employer's choice.

The Employer and the Union will cooperate in efforts to determine the best options and methods to administer the R.R.S.P.

ARTICLE 46 - TRADES

46.01 Wash-up Time

Labour and trades employees shall be permitted paid wash-up time to a maximum of ten (10) minutes at the conclusion of each shift. In unusual circumstances this period may be extended by the employee's supervisor to fifteen (15) minutes.

46.02 Work Clothing and Protective Equipment

The following Articles shall be provided to each maintenance employee at no cost:

- (1) two (2) pairs of summer coveralls;
- (2) one (1) pair of winter coveralls;
- (3) one (1) pair of gloves for winter and one (1) pair of gloves for summer.

The following employees shall be provided with one (1) pair of summer and one (1) pair of winter safety footwear.

Facility Maintainer
Foreman
Water Truck Driver
Water Plant Operator
Sanitation Worker

These employees must wear safety footwear while at work as a condition of employment.

- (4) The above articles shall be replaced by the Employer when they are presented as worn or damaged.

46.03 The Employer will ensure that the following articles are provided in the shop for the use of employees as required:

- (1) dust protection;
- (2) eye protection;
- (3) ear protection.

46.04 Adverse Weather Conditions

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

46.05 Compensation for Tools and Equipment

The Employer agrees to provide all non-trades employees with tools needed.

ARTICLE 47 - CREDIT FOR PREVIOUS EXPERIENCE

47.01 The Employer agrees to recognize prior service with the Employer when rehiring previously employed employees. To achieve this, employees who have previously been employed with the Employer shall receive up to the third (3rd) level of the pay grid if they are rehired by the Employer into the same classification within two (2) years of their termination with the Employer.

ARTICLE 48 - HOUSING ALLOWANCE

48.01 Full time employees shall receive a housing allowance of five thousand four hundred dollars (\$5,400) per year. Part-time employees will be paid the Housing Allowance prorated according to their hours of work. Casual employees will be paid a Housing Allowance according to their hours of work when they are replacing a full-time or a part-time employee.

48.02 As of July 1, 2005, Employees who are required to use their personal vehicles in the normal course of their duties shall receive:

- (1) sixteen dollars (\$16.00) per day in the winter months;
- (2) fourteen dollars (\$14.00) per day in the spring and fall;
- (3) twelve dollars (\$12.00) per day in the summer.

ARTICLE 49 - SETTLEMENT ALLOWANCE

49.01 The Employer agrees to pay to each employee a settlement allowance of \$1,492.

49.02 Settlement Allowance will be paid to all employees.

49.03 Full time employees will receive a settlement allowance in equal amounts on a biweekly basis. Casual, part-time, and seasonal employees may be paid the settlement allowance prorated to an hourly rate.

49.04 The amount of settlement allowance shall be clearly identified on the employees pay stub.

ARTICLE 50 – SEVERANCE PAY

50.01 Termination for Health Reasons

- (1) This Clause shall apply to an Employee who resigns because he becomes, as supported by a medical certificate, incapable of performing his duties because of chronically poor health.
- (2) When employment terminates for the reason stated in (1) above, the Employee shall be paid Severance Pay equal to the product obtained by multiplying his weekly rate of pay on termination of employment by the number of completed years of his continuous employment to a maximum of ten (10) years.
- (3) When employment terminates for the reason stated in (1) above, the Employee shall have the right to waive his entitlement to Severance Pay and, in lieu thereof, be granted an equivalent period of leave with pay.

ARTICLE 51 - SOCIAL JUSTICE FUND

- 51.01 The Employer shall remit to the Alliance Social Justice Fund the sum of \$200 per year payable the 30th of June every year. Contributions to the Fund are to be utilized strictly for the purposes specified in the Letters Patent of the Alliance Social Justice Fund.

ARTICLE 52 - RE-OPENER OF AGREEMENT AND MUTUAL DISCUSSIONS

52.01 Re-opener of Agreement

This Agreement may be amended by mutual consent.

52.02 Mutual Discussions

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 53 - DURATION AND RENEWAL

- 53.01 The term of this Agreement shall be from July 1, 2008 to June 30, 2011.

The pay schedules contained in Appendix "A" shall take effect as of the dates specified in each schedule.

All other provisions shall take effect as of date of ratification, unless another date is expressly stated.

- 53.02 Notwithstanding Article 53.01, the provisions of this Agreement, including the provisions for the adjustments of disputes in Article 35, shall remain in effect during the negotiations and until a new collective agreement is negotiated or until the requirements of paragraphs 89(1)(a) to (d) of the *Canada Labour Code* have been met.

- 53.03 Within four (4) months preceding the termination of this Agreement, 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.

- 53.04 Where notice to commence collective bargaining has been given under Article 52.03, the Employer shall not, without consent by or on behalf of the employees affected, 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 was given until a renewal or revision of the Collective Agreement, or a new Collective Agreement has been concluded, or until the requirements of paragraphs 89(1)(a) to (d) of the *Canada Labour Code* have been met.

APPENDIX A - RATES OF PAY

Effective July 1, 2008

		1	2	3	4	5	6
OFFICE							
Clerk Typist	Annual	31041.48	32490.56	34226.32	35819.26	37410.11	38990.54
	Hourly	17.00	17.79	18.74	19.61	20.49	21.35
Financial Comptroller	Annual	46348.51	48000.87	49656.36	51833.10	52969.43	54623.87
	Hourly	25.38	26.29	27.19	28.38	29.01	29.91
RECREATION							
Recreation Co-ordinator	Annual	47755.88	49346.74	50940.72	52534.70	54123.47	55717.45
	Hourly	22.88	23.64	24.41	25.17	25.93	26.70
Facility Maintainer	Annual	41627.03	43838.17	45192.38	46626.86	48131.18	49700.15
	Hourly	19.95	21.00	21.65	22.34	23.06	23.81
Pool Supervisors(per hr.)	Hourly	19.09	19.72	20.39	21.01	21.66	22.30
Pool Assistant (per hr.)	Hourly	11.20					
MAINTENANCE							
Foreman	Annual	46348.51	48000.87	49656.36	51833.10	52969.43	54623.87
	Hourly	22.21	23.00	23.79	24.84	25.38	26.17
Water Truck Driver	Annual	43838.17	45192.38	46626.86	48131.18	49700.16	51363.98
	Hourly	21.00	21.65	22.34	23.06	23.81	24.61
Water Plant Operator/ Public Works Labourer	Annual	41627.03	43838.17	45192.38	46626.86	48131.18	49700.15
	Hourly	19.95	21.00	21.65	22.34	23.06	23.81
Sanitation Worker	Hourly	14.32	14.95	15.58	16.24	16.88	17.52
Custodial Worker (per hr.)	Hourly	14.32	14.95	15.59	16.24	16.88	17.52
Labourers (per hr.)	Hourly	14.32					

Effective July 1, 2009

		1	2	3	4	5	6
OFFICE							
Clerk Typist	Annual	32283.14	33790.18	35595.37	37252.03	38906.51	40550.16
	Hourly	17.68	18.50	19.49	20.40	21.31	22.21
Financial Comptroller	Annual	48202.45	49920.90	51642.61	53906.42	55088.21	56808.82
	Hourly	26.40	27.34	28.28	29.52	30.17	31.11
RECREATION							
Recreation Co-ordinator	Annual	49666.12	51320.61	52978.35	54636.09	56288.41	57946.15
	Hourly	23.80	24.59	25.38	26.18	26.97	27.76
Facility Maintainer	Annual	43292.11	45591.70	47000.08	48491.93	50056.43	51688.16
	Hourly	20.74	21.85	22.52	23.23	23.98	24.77
Pool Supervisors(per hr.)		19.85	20.51	21.21	21.85	22.53	23.19
Pool Assistant (per hr.)		11.64					
MAINTENANCE							
Foreman	Annual	48202.45	49920.90	51642.61	53906.42	55088.21	56808.82
	Hourly	23.10	23.92	24.74	25.83	26.40	27.22
Water Truck Driver	Annual	45591.70	47000.08	48491.93	50056.43	51688.17	53418.54
	Hourly	21.85	22.52	23.23	23.98	24.77	25.60
Water Plant Operator/ Public Works Labourer	Annual	43292.11	45591.70	47000.08	48491.93	50056.43	51688.16
	Hourly	20.74	21.85	22.52	23.23	23.98	24.77
Sanitation Worker	Hourly	14.90	15.55	16.21	16.89	17.55	18.23
Custodial Worker (per hr.)	Hourly	14.90	15.55	16.21	16.89	17.55	18.23
Labourers (per hr.)	Hourly	14.90					

Effective July 1, 2010

		1	2	3	4	5	6
OFFICE							
Clerk Typist	Annual	33493.76	35057.31	36930.20	38648.98	40365.51	42070.79
	Hourly	18.34	19.20	20.22	21.16	22.10	23.04
Financial Comptroller	Annual	50010.04	51792.94	53579.21	55927.91	57154.01	58939.16
	Hourly	27.39	28.36	29.34	30.63	31.30	32.27
RECREATION							
Recreation Co-ordinator	Annual	51528.59	53245.13	54965.04	56684.94	58399.22	60119.13
	Hourly	24.69	25.51	26.34	27.16	27.98	28.81
Facility Maintainer	Annual	44915.57	47301.39	48762.58	50310.38	51933.54	53626.46
	Hourly	21.52	22.66	23.36	24.11	24.88	25.69
Pool Supervisors(per hr.)		20.60	21.28	22.00	22.67	23.37	24.06
Pool Assistant (per hr.)		12.08					
MAINTENANCE							
Foreman	Annual	50010.04	51792.94	53579.21	55927.91	57154.01	58939.16
	Hourly	23.96	24.82	25.67	26.80	27.39	28.24
Water Truck Driver	Annual	47301.39	48762.58	50310.38	51933.54	53626.47	55421.73
	Hourly	22.66	23.36	24.11	24.88	25.69	26.56
Water Plant Operator/ Public Works Labourer	Annual	44915.57	47301.39	48762.58	50310.38	51933.54	53626.46
	Hourly	21.52	22.66	23.36	24.11	24.88	25.69
Sanitation Worker	Hourly	15.46	16.13	16.81	17.53	18.21	18.91
Custodial Worker (per hr.)	Hourly	15.46	16.13	16.82	17.53	18.21	18.91
Labourers (per hr.)	Hourly	15.46					

LETTER OF UNDERSTANDING
between
THE PUBLIC SERVICE ALLIANCE OF CANADA
and
THE HAMLET OF FORT PROVIDENCE

The Employer and Union share an interest in the development of people within Fort Providence for positions that may be available with the Employer or within the community. To provide flexibility to accommodate programs for this purpose, the parties acknowledge the Agreement shall not apply to unpaid volunteers with the Employer in a training and development capacity for a position filled at the same time by an employee within the bargaining unit or summer students.

SIGNED at Fort Providence, Northwest Territories, on the ____ day of _____, 2009 by the Negotiating Committees:

Hamlet of Fort Providence

Public Service Alliance of Canada

Susan Christie
Senior Administrative Officer

Jean-François Des Lauriers
Regional Executive Vice-President – North

Paschalina Thurber
Council Member

Gilbert Matto
Committee Member

Sophie Bonnetrouge
Council Member

Cliff McLeod
Committee Member

Nicole MacNeil
Negotiator

Sean Glavine
Regional Representative