COLLECTIVE AGREEMENT

BETWEEN

THE CITY OF YELLOWKNIFE

AND

THE PUBLIC SERVICE ALLIANCE OF CANADA

(as represented by its component

the Union of Northern Workers)

Local X0345

EXPIRY DATE:
DECEMBER 31, 2021

TABLE OF CONTENTS

ARTICLE 1 – PURPOSE OF AGREEMENT 4
ARTICLE 2 – INTERPRETATION AND DEFINITIONS 4
ARTICLE 3 – RECOGNITION 7
ARTICLE 4 – APPLICATION 7
ARTICLE 5 – NO DISCRIMINATION 7
ARTICLE 6 – MANAGEMENT RIGHTS 8
ARTICLE 7 – SAFETY AND HEALTH 8
ARTICLE 8 – CONFLICT OF INTEREST 11
ARTICLE 9 – EMPLOYER DIRECTIVES 11
ARTICLE 10 – WORK SLOW-DOWN, INTERRUPTION OR STOPPAGE 11
ARTICLE 11 – UNION SECURITY 12
ARTICLE 12 – UNION REPRESENTATION AND COMMITTEES 12
ARTICLE 13 – INFORMATION FOR EMPLOYEES AND THE UNION 14
ARTICLE 14 – GRIEVANCE AND ARBITRATION PROCEDURE 14
ARTICLE 15 – SENIORITY 17
ARTICLE 16 – APPOINTMENTS, PROBATION, PROMOTIONS AND TRANSFERS 17
ARTICLE 17 – STATEMENT OF DUTIES 19
ARTICLE 18 – CLASSIFICATION 19
ARTICLE 19 – EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES 20
ARTICLE 20 – JOB SECURITY, LAY-OFF AND RECALL OF SERVICE 20
ARTICLE 21 – HOURS OF WORK 21
ARTICLE 22 – OVERTIME 22
ARTICLE 23 – PAY 24
ARTICLE 24 – CALL-OUT AND REPORTING PAY 25
ARTICLE 25 – SHIFT PREMIUM 26
ARTICLE 26 – STANDBY 26
ARTICLE 27 – SEVERANCE PAY 27
ARTICLE 28 – DESIGNATED PAID HOLIDAYS 28
ARTICLE 29 – VACATION LEAVE 29
ARTICLE 30 – SICK LEAVE 33
ARTICLE 31 – SPECIAL LEAVE 35
ARTICLE 32 – OTHER TYPES OF LEAVE 36
ARTICLE 33 – COMPASSIONATE CARE LEAVE 42
ARTICLE 34 – GROUP BENEFIT PLANS 43
ARTICLE 35 – HOUSING ALLOWANCE 43
ARTICLE 36 – EMPLOYEE-OWNED MOTOR VEHICLE 44
ARTICLE 37 – DISCIPLINE 44
ARTICLE 38 – PENSION PLAN 44
ARTICLE 39 – SEXUAL HARASSMENT 44
ARTICLE 40 – LONG JOHN JAMBOREE 45
ARTICLE 41 – SAFETY EQUIPMENT 45
ARTICLE 42 – SAFETY FOOTWEAR 45
ARTICLE 43 – COVERALLS, SMOCK AND SWIMSUIT ALLOWANCE 45
ARTICLE 44 – SEASONAL, CASUAL, PART-TIME, AND TERM EMPLOYEES 46
ARTICLE 45 – COOLING OFF PERIOD 50
ARTICLE 46 – TOOL ALLOWANCE 50
ARTICLE 47 – SOCIAL JUSTICE FUND 50
ARTICLE 48 – EMPLOYEE LIABILITY INSURANCE 51
ARTICLE 49 – DEFFERED SALARY LEAVE 51
ARTICLE 50 – AGREEMENT REOPENER 53

ARTICLE 51 - DURATION AND RENEWAL 53
APPENDIX A - PART I 55
APPENDIX A - PART II RATES OF PAY - 2016 - 37.5 Hours 57
APPENDIX A - PART II RATES OF PAY - 2016 - 40 Hours 58
APPENDIX A - PART III RATES OF PAY - Casual Positions - 2016 59
APPENDIX A - PART II RATES OF PAY - 2017 - 37.5 Hours 60
APPENDIX A - PART II RATES OF PAY - 2017 - 40 Hours 61
APPENDIX A - PART III RATES OF PAY - Casual Positions - 2017 62
APPENDIX A - PART II RATES OF PAY - 2018 - 37.5 Hours 63
APPENDIX A - PART II RATES OF PAY - 2018 - 40 Hours 64
APPENDIX A - PART III RATES OF PAY - Casual Positions - 2018 65
APPENDIX B - EMERGENCY DISPATCHERS - 12 Hour Shift Agreement 66
APPENDIX C - WATER TREATMENT PLANT OPERATORS - 12 Hour Shift Agreement 68
APPENDIX D - Letter of Understanding re Info to Union re Casual Employees 69
APPENDIX E - Letter of Understanding re Contracting out at Solid Waste Facility 69
ALPHABETICAL INDEX 70

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 ensures that all reasonable measures are provided for the safety and occupational health of the employees.

1.02 The parties of 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 City will be well and efficiently served. Accordingly, the parties are determined to establish, within the framework provided by law, an effective working relationship at all levels in which members of the Bargaining Unit are employed.

ARTICLE 2 – INTERPRETATION AND DEFINITIONS

2.01 For the purpose of this Agreement:

(a) 'Abandonment of position' occurs when an employee is absent without leave for a period of four (4) consecutive working days, except where there are extenuating circumstances beyond the employee's control;

(b) **'Anniversary Date' means continuous employment that is one year from when an Employee is hired into a position and that date annually thereafter.**

(c) 'Bargaining Unit' means employees occupying positions described in the Canada Industrial Relations Board Certificate dated August 21, 1975 and last amended **November 14, 2018**.

(d) 'Classification' means a group of positions having sufficiently similar duties, responsibilities, authority and required qualifications that a common descriptive title may be used.

(e) 'Continuous Employment' means uninterrupted employment with the City, except that:

(i) where an employee, other than a casual employee, ceases to be employed for a reason other than dismissal, abandonment of position or rejection on probation, and is reemployed within a period of three months, then the periods of employment for purposes of severance pay and vacation leave shall be considered as continuous employment with the City; and any sick leave credits accumulated prior to termination shall be reinstated to the employee's credit;

(ii) in respect of seasonal employees, continuous employment shall mean their total period of employment in successive years;

(iii) in respect of a casual **full-time** employee who has been employed for more than three (3) months, continuous employment shall include periods of employment that have not been broken by a period of more than **thirty (30)** consecutive days;

(iv) where casual **full-time** employees are subsequently employed as permanent employees, they shall be credited with a period of continuous employment as a casual **full-time** employee for the purposes of seniority, severance pay, long service bonus and accumulation of vacation leave credits, provided their employment has not been broken by a period of more than **thirty (30)** consecutive days. A casual **full-time** employee shall be credited with the period of continuous employment for the purpose of merit pay increments only when subsequent permanent employment is in the same position.

(f) 'Day' means working day of 7.5 or 8 hours.

(g) 'Day of Rest' in relation to employees means a day on which they are not ordinarily required to perform the duties of their position. Such days do not include a holiday or days that the employee is absent on approved leave.

(h) 'Department Head' means the head of a department (unit) and includes the person designated by the department head to so act.

(i) 'Double Time' means two (2) times the straight-time rate.

(j) 'Employee' means a person employed by the City on either a full-time or part-time basis, who comes within the scope of the Bargaining Unit as either:

(i) a permanent employee – means a person employed in a permanent position;

(ii) a seasonal employee – means a person employed in work of a seasonal nature, which is not continuous throughout the year, but recurs in successive years;

(iii) **a casual part-time employee** – **means a person scheduled for less than 20 hours per week, and/or a person employed for work which is not regularly scheduled;**

(iv) **a casual full-time employee** means a person employed for **the standard day, week or month for up to a four (4) month period. Casual** full-time employees who are employed for more than four (4) months shall

become term employees.

(v) a term employee – **subject to 44.04 (b),** means a person employed on a temporary basis for a specific purpose and for a period not exceeding twelve (12) months, unless otherwise agreed to by both the Union and the Employer.

(vi) A **permanent** part-time employee – means **an employee hired on a permanent part-time basis where the hours of work are twenty (20) or more per week and less than thirty-seven and one half (37.5) per week.**

(k) 'Employer' means the City of Yellowknife.

(l) '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. **For the purpose of pay, for an employee who works on a Holiday, the Holiday means the total length of a shift that commences on a day designated as a paid Holiday under this Agreement.**

(m) 'Immediate Family' means father, mother, brother, sister, spouse (including common-law), child or ward, father-in-law, mother-in-law, grandparent, grandchild of an employee or a relative permanently residing in the employee's household or with whom the employee permanently resides.

(n) 'Lay-off' means the termination of employment of an employee due to lack of work or the discontinuance of a function.

(o) 'Local' means Local X0345 of the Union of Northern Workers component of the Public Service Alliance of Canada.

(p) '**Medical Practitioner' means a person practicing as a physician, dentist, Registered Nurse, Nurse Practitioner or midwife**.

(q) 'Membership Dues' means the dues established pursuant to the constitution of the Union as the dues payable by its members as a consequence of their membership in the Union and shall not include any initiation fees, insurance premium or special levy.

(r) 'Overtime' means work performed by employees in excess of their normal daily hours of work or work performed on a day of rest.

(s) 'Position' means an aggregation of duties, tasks and responsibilities requiring the services of one employee.

(t) 'progression' means the movement of an employee from one level within a position, to the next level within that position, after completing specific on-the-job requirements, as outlined by the Employer in a job description.

(u) 'Promotion' means the appointment of employees to a position which has a higher maximum rate of pay than their present position.

(v) 'Straight-time Rate' means an employee's hourly rate of pay as specified in Appendix "A", Parts II and III.

(w) 'Time and one-half' means one and one-half (1 ½) times the straight-time rate.

(x) 'Union' means the Public Service Alliance of Canada as represented by its component, the Union of Northern Workers.

(y) 'Vacation Year' means January 1 to December 31 of any year.

2.02 In order to determine daily, weekly and annual rate of pay for employees whose normal hours of work are thirty-seven and one-half (37 ½) hours per week, the following shall be used:

(a) the daily rate of pay means an employee's hourly rate of pay times seven and one half (7 ½);

(b) the weekly rate of pay means an employee's daily rate of pay times five (5);

(c) the annual rate of pay means an employee's weekly rate of pay times 52.176.

In order to determine the daily, weekly and annual rate of pay for employees whose normal hours of work are forty (40) hours per week, the following shall be used:

(a) the daily rate of pay means an employee's hourly rate of pay times eight (8);

(b) the weekly rate of pay means an employee's daily rate of pay times five (5);

(c) the annual rate of pay means the employee's weekly rate of pay times 52.176.

ARTICLE 3 – RECOGNITION

3.01 The City recognizes the Union as the sole and exclusive bargaining agent for all employees in the Bargaining Unit.

ARTICLE 4 – APPLICATION

4.01 The provisions of this Agreement apply to the Union, the Employees and the Employer.

ARTICLE 5 – NO DISCRIMINATION

5.01 The Employer, the Union and the Employees agree that there shall be no discrimination,

interference, restriction or coercion exercised or practiced with respect to any employee by reason of race, colour, ancestry, nationality, ethnic origin, place of origin, creed, religion, age, disability, sex, sexual orientation, gender identity, marital status, family status, family affiliation, political belief, political association, social condition, conviction **that is subject to a pardon or record suspension**, union membership or activity, or for exercising their rights under this Agreement.

5.02 Nothing in this Article deprives the Employer of the right to employ persons of any particular race, colour, ancestry, nationality, ethnic origin, place of origin, creed, religion, age, disability, sex, sexual orientation, gender identity, marital status, family status, family affiliation, political belief, political association, social condition, conviction **that is subject to a pardon or record suspension**, in preference to other persons where such preference is based upon a bona fide occupational qualification necessary to the normal operation of the City.

ARTICLE 6 – MANAGEMENT RIGHTS

6.01 Except to the extent provided herein, this Agreement in no way restricts the authority of those charged with managerial responsibilities in the City.

ARTICLE 7 – SAFETY AND HEALTH

7.01 Duty of the Employer

The Employer shall:

(a) maintain its establishment in such a manner that the safety and health of employees are not likely to be endangered;

(b) take all reasonable precautions and adopt and carry out all reasonable techniques and procedures to ensure the safety and health of every employee in its establishment; and

(c) provide the First Aid Service requirements as set out in the Safety Regulations of the Northwest Territories Safety Act R.S.N.W.T. 1988 c.s-1, as amended;

(d) encourage and approve employees to take first aid courses provided by the Employer subject to operational requirements. The Employer will assume the costs of such courses and also the costs of refresher courses required to maintain the validity of a certificate. Employees approved to take first aid courses shall be granted leave with pay for the duration of the course.

(e) take all reasonable steps to ensure a workplace culture which promotes and improves the mental health and safety of all employees in the workplace.

7.02 Duty of the Employee

All employees employed upon or in connection with every establishment shall, in the course of their employment:

(a) take all reasonable precautions to ensure their own safety and the safety of other persons in the establishment;

(b) **take all reasonable steps to identify risks to physical or mental health and safety and bring them to the attention of the Employer, provided always that the Employer shall protect employees who identify and report such risks from reprisal;**

(c) as the circumstances require, use devices and articles of clothing or equipment that are intended for their protection and furnished to them by the Employer, or required to be used or worn by them under the Safety Regulations of the Northwest Territories Safety Act R.S.N.W.T. 1988 c.s-1, as amended.

7.03 Right to Refuse to Work

Subject to all provisions of the Northwest Territories Safety Act R.S.N.W.T. 1988 c.s-1, as amended and to the Safety Regulations prescribed under the Safety Act as amended:

(a) employees may refuse to do any work where they have reason to believe that:

(i) there exists an unusual danger to their health and safety;

(ii) the carrying out of the work is likely to cause to exist an unusual danger to their health or safety or that of any other person; or

(iii) the operation of any tool, appliance, machine, device or thing is likely to cause to exist an unusual danger to their health or safety or that of any other person.

(b) 'unusual danger' means, in relation to any condition:

(i) a danger that does not normally exist in that occupation; or

(ii) a danger under which persons engaged in that occupation would not normally carry out their work.

(c) No loss of wages or discriminatory action shall be taken against employees by reason of the fact that they exercised the right conferred upon them in subsection (a).

(d) No other employee shall be required 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.

7.04 The Right to Know - Hazard Identification

The Employer shall identify 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 used following exposure.

7.05 **Duties of Occupational Health and Safety Committee**

(a) The Occupational Health and Safety Committee shall ensure that necessary investigations are conducted in situations of work injuries and other situations identified by the Committee. The investigations shall be conducted in accordance with procedures developed by the Committee.

(d) A summary of all incident reports and investigations shall be submitted to the Committee for discussion. Reports of investigations involving accidents causing serious bodily injury, as defined by the *Occupational Health and Safety Regulations R-039-2015*, shall be submitted to the Committee as well as to the Union and the Employer, who may request further information from the person(s) who conducted the investigation.

(c) The Occupational Health and Safety Committee may recommend health and safety programs and measures to promote the mental health and safety of employees in the workplace.

7.06 Transportation of Injured Workers

The Employer shall, at its own expense, furnish to employees injured at their place of work, when necessary, immediate conveyance and transportation to and from a hospital, medical practitioner or nursing station for initial treatment as prescribed in the Northwest Territories Safety Act R.S.N.W.T. 1988 c.s-1, as amended and to the Safety Regulations prescribed under the Safety Act as amended from time to time.

7.07 The Employer shall, when purchasing new computer equipment, ensure that ergonomic design factors are adhered to.

7.08 The Employer shall make available to employees an updated copy of the *Safety Act and Regulations* and any Employer policies and procedures regarding Health and Safety.

7.09 Medical Examinations

(a) Where the Employer requires an employee to undergo a medical examination by a qualified practitioner chosen by the Employee in order to maintain or obtain a

certification required by the Employer, the examination will be conducted at no

expense to the Employee. The Employer will advise the medical practitioner to bill the Employer directly for the cost of the medical examination.

(b) An Employee shall be granted leave with pay to attend the examination if scheduled during regular working hours.

(c) All occupational health information forms and records transmitted or used in connection with these occupational health examinations will be conveyed to the Employee involved and maintained by the Employer in a confidential manner.

7.10 The Employer and the Union agree that all clauses in Article 7 shall be interpreted in conjunction with the Northwest Territories Safety Act R.S.N.W.T. 1988 c.s-1, as amended and to the Safety Regulations prescribed under the Safety Act as amended from time to time.

ARTICLE 8 – CONFLICT OF INTEREST

8.01 When employees undertake any business or employment outside their regularly scheduled hours of duty **they are required to notify the Employer and** where:

(a) there is a conflict between the duties the employees are required to perform in that business or employment and the duties they are required to perform for the Employer; and/or

(b) they exploit for personal gain any confidential information they have acquired in the course of their employment for the Employer,

the Employer may prohibit that employee from participating in that outside employment by notifying the employee, in writing, together with the reason for such a prohibition. Any disagreement arising from the application of this Article may be grieved in accordance with Article 14.

8.02 Under no circumstances will any City employee use City facilities or resources for the purpose of conducting a personal business venture.

ARTICLE 9 – EMPLOYER DIRECTIVES

9.01 The Employer shall provide the Local with a copy of those personnel directives which directly affect (a) employees of the Bargaining Unit or (b) the Local.

ARTICLE 10 – WORK SLOW-DOWN, INTERRUPTION OR STOPPAGE

10.01 The Employer shall not cause or direct any lockout of employees during the life of this

Agreement and the Union shall not authorize or in any way encourage any strike, walkout, suspension of work or slow-down on the part of any employee or group of employees during the life of the Agreement.

ARTICLE 11 – UNION SECURITY

11.01 The Employer shall, as a condition of employment, deduct an amount equal to the amount of the Membership Dues from the monthly pay of all employees in the Bargaining Unit.

11.02 The Union shall inform the Employer, in writing, of the authorized monthly Membership Dues deduction to be checked off for each employee in the Bargaining Unit.

11.03 For the purpose of applying Article 11.01, deductions from pay for each employee in respect of each month shall commence with the first full calendar month of employment to the extent that earnings are available.

11.04 The amounts deducted in accordance with this Article shall be remitted to the Comptroller of the Union in the month following their deduction and shall be accompanied by particulars identifying employees and the deductions made on their behalf. Such particulars shall include the number of hours worked in the month by part-time employees.

11.05 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 limited to the amount actually involved in the error.

11.06 The Employer agrees to identify annually, on each employee's T-4 slip, the total amount of Membership Dues deducted for the preceding year.

ARTICLE 12 – UNION REPRESENTATION AND COMMITTEES

12.01 The Employer acknowledges the right of the Local to appoint employees as representatives and, in their absence, their alternates. The Employer shall be advised in writing of the names of those so appointed before they are recognized.

12.02 The Local shall **consult the Employer in determining** the jurisdiction and number of such representatives, having regard to the plan of organization, the distribution of employees at the workplace and the administrative structure implied by the grievance procedure covered by this Agreement.

12.03 Representatives who are employees shall obtain the permission of their immediate supervisor before leaving their work to investigate a complaint or grievance raised by an employee; to meet with local management for the purpose of dealing with a complaint or grievance and, to attend meetings called by management. Such permission shall not be unreasonably withheld. The representatives are to advise their immediate

supervisor upon their return to duty.

12.04 (a) The Employer and the Union acknowledge the mutual benefits to be derived from dialogue between the parties and as such, are prepared to establish and maintain a Joint Consultation Committee to discuss matters of common interest.

(b) This Committee shall not supersede the activities of any other committee of the Union or its members or the Employer. The committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

12.05 Where operational requirements permit, the Employer shall grant time off to not more than three employees who are attending meetings arranged with management on behalf of the Union. Where such meetings are held during the scheduled working hours of the employees involved there will be no deduction from their pay for such hours.

12.06 Where employees are attending meetings as prescribed in Articles 12.03, 14.03 and 14.04 and these meetings occur during the employees' scheduled working hours, there will be no deduction from their pay for such hours.

12.07 Subject to operational requirements, the Employer shall grant reasonable leave without pay to up to two employees at any one time to attend Executive meetings, conventions, conferences, training courses or business of the Union. The Employer may grant leave without pay to additional employees under this clause. The Employer shall continue to pay such employees their salary in accordance with this Agreement. Upon invoice by the Employer, the Union shall reimburse the Employer for the amounts so paid.

12.08 An accredited representative of the Union, who is not an employee, shall be permitted access to the City's premises upon prior approval by the Senior Administrative Officer or their delegate to attend meetings and assist in resolution of complaints and grievances. Approval shall not be unreasonably withheld.

12.09 Upon written request of the Union, an employee elected into the full-time position of Regional Executive Vice-President (North), President of the Public Service Alliance of Canada, President of the Union of Northern Workers or First Vice-President of the Union of Northern Workers shall be granted an unpaid leave of absence for the term of office. Upon return from the leave of absence, the employee shall return to their former position or an equivalent position and shall regain their accumulated rights and benefits.

12.10 Subject to operational requirements, upon reasonable notification, the Employer shall grant leave without pay for up to four (4) employees to attend Union preparatory negotiations meetings with the Union negotiator. The Employer shall keep the Employee's wages and benefits whole during this leave and invoice the Union.

12.11 Subject to operational requirements, upon reasonable notification, the Employer shall grant leave with pay for three (3) employees for the purpose of attending contract negotiations on behalf of the Union for the duration of such negotiations.

ARTICLE 13 – INFORMATION FOR EMPLOYEES AND THE UNION

13.01 The Employer shall provide space for the Union to erect bulletin boards, which shall be for the exclusive use of the Union. The Union and the Employer shall agree upon the size and placement of the bulletin boards**, and it is agreed that offensive or inappropriate material is prohibited from being posted on such bulletin boards**. The Employer shall provide the Union with a link on the Employer website to a site designated by the Union. The Employer agrees to allow the Union the use of its email for general announcements/notices to its membership, and for representation duties.

13.02 The Employer shall provide each employee with a copy of this Agreement within sixty (60) days of its signing. The cost of printing this Agreement shall be shared equally between the Employer and the Union.

13.03 The Employer shall provide to all new employees a copy of this Agreement upon commencement of employment. Any employee who was previously employed during the term of this Agreement shall not be given a copy of this Agreement on rehire.

13.04 (a) Within five (5) days of hiring a new employee, the Employer shall advise, in writing, the Local Union Representative of the classification, name, address, home phone number **and personal email address** of that employee.

(b) Notwithstanding Article 13.04(a), where an employee does not authorize the Employer to provide the Local Union Representative of the employee's home address, home phone number **and personal email address**, the employee shall so indicate, in writing, to the Employer.

(c) When the Employer delivers a new employee group orientation, subject to operational requirements, the Employer shall invite the local Union President, or local designate, to deliver a fifteen (15) minute orientation to bargaining unit members.

13.05 The Employer shall provide the Union, on a quarterly basis, with information concerning each member of the Bargaining Unit. The Employer shall provide the name, position title, status (permanent, term, casual, seasonal), range and step of all employees in the Bargaining Unit.

ARTICLE 14 – GRIEVANCE AND ARBITRATION PROCEDURE

14.01 Individual Grievances

An employee, who feels aggrieved by the interpretation, application, administration or alleged violation of the provisions of this Agreement, or by a disciplinary action, shall have the right to present a formal, written grievance in the manner prescribed.

14.02 Policy Grievances and Discharge of an Employee

When any difference arises directly between the Union and the Employer concerning the interpretation, application, administration or alleged violation of this Agreement, or when the Employer discharges an employee, the grievance procedure shall apply except that:

(a) The grievance shall be submitted at Stage 2 only and within fifteen (15) days from the date the difference arises or the employee is discharged;

(b) The ten (10) day time limit which the Senior Administrative Officer, or delegate, is to reply shall be extended to fifteen (15) days.

14.03 Complaint Stage

Employees shall discuss their complaint with their **Manager** within ten (10) days of the date on which they first became aware of the action or circumstances giving rise to the complaint. The Employee and **Manager** (except under unusual circumstances) will discuss the complaint and the **Manager** will provide a written response within ten (10) days of the date the discussion took place.

Stage 1

Failing satisfactory settlement at the Complaint Stage, employees shall submit their grievance in writing to the Department Head, or delegate, within ten (10) days of the date on which they received a reply at the Complaint Stage.

The grievance shall state the nature of the grievance and, if applicable, the article(s) of this Agreement, the interpretation of which is in dispute or which is alleged to have been violated and the redress sought.

The Department Head, or delegate, shall hold a hearing and shall reply to the grievance, in writing, within ten (10) days of the date of submission of the grievance at Stage 1.

Employees who present a grievance at Stage 1 may, if they so desire, be assisted or represented by the Union.

Stage 2

In order to proceed to Stage 2, the employee shall have the support of and be represented by the Union.

Failing satisfactory settlement at Stage 1, employees shall submit their grievance in writing to the Senior Administrative Officer, or delegate, within five (5) days of the date on which they received a reply at Stage 1.

The Senior Administrative Officer, or delegate, shall hold a meeting within ten (10) days of the grievance submission at Stage 2 and then shall reply in writing to the grievance within five (5) days of the meeting.

14.04 Arbitration

(a) In the event of failure to reach agreement on any grievance filed and of either party wishing to proceed, the party shall refer the matter to arbitration by a single arbitrator selected in rotation from the following list:

1. Tom Jolliffe
2. **Richard Coleman**
3. Vincent L. Ready
4. **John Moreau**

If an arbitrator whose turn it is to act is unable, for any reason to do so, the next available arbitrator will be selected. **The parties may add or remove arbitrators to the list by mutual agreement.**

(b) The party desiring to submit the matter to arbitration shall deliver to the other party a notice of intention to arbitrate. This notice shall be delivered within thirty (30) days of the date the decision was received at Stage 2. This notice shall state the matter at issue in concise terms and shall state precisely in what respect the Agreement has been violated or misinterpreted by reference to the specific clause(s) relied upon. The notice shall also stipulate the nature of the relief or remedy sought.

(c) The Arbitrator has all the powers granted to arbitrators under the Canada Labour Code in addition to any powers which are contained in this Agreement.

(d) The Arbitrator shall hear the evidence of both parties and issue a decision within sixty (60) days of the hearing. The decision shall be final and binding upon the parties and upon any employee affected by it.

(e) The decision of the Arbitrator on the matter at issue shall be final and binding on both parties, but the jurisdiction of the Arbitrator shall be limited to deciding the matter at issue within the existing provisions of the Agreement and in no event shall the Arbitrator have the power to add to, subtract from, alter or amend this Agreement in any respect.

(f) Each party shall pay its own costs and the fees and expenses of witnesses called by it. The fees and expenses of the Arbitrator shall be shared equally between the parties.

14.05 The time limits specified herein shall be deemed to be exclusive of Saturdays and Sundays and those holidays described in Article 28 of this Agreement and may be extended by mutual consent, only when requested in writing and agreed upon in writing

prior to the expiry of the time limits.

14.06 Subject to Article 14.05, any grievance not submitted within the prescribed time limits or in accordance with the procedures of this Article, shall be deemed to have been abandoned and may not be reopened.

14.07 No grievance shall be deemed invalid solely because it is not presented on the proper form, provided that the grievance complies with the requirements of this Article.

ARTICLE 15 – SENIORITY

15.01 A seniority list of permanent employees covered by this Agreement shall be posted by the Employer quarterly. Such lists shall show names and dates of last entry into service with the City as a permanent employee. Seniority shall accumulate from that date.

15.02 Employees transferred or promoted to a permanent position which is excluded from the Bargaining Unit shall retain their seniority for twelve (12) months during which time they may move back into the Bargaining Unit. After twelve (12) months of employment with the Employer outside of the Bargaining Unit, the employee relinquishes any seniority under this Agreement.

15.03 Employees who have been laid off shall retain their seniority status for a period of eighteen (18) months. If recalled to service in the Bargaining Unit within eighteen (18) months of the day of lay-off, they shall be reinstated with seniority status held at time of lay-off.

15.04 Employees who resign, abandon their position, or are discharged for cause shall forfeit all seniority rights under this Agreement.

15.05 When two (2) or more employees are hired by the Employer on the same calendar date, the employee whose surname is first alphabetically, will be shown as such on the seniority list.

ARTICLE 16 – APPOINTMENTS, PROBATION, PROMOTIONS, PROGRESSIONS AND TRANSFERS

16.01 Where the Employer determines that a vacancy exists in a classification to which this Agreement applies, a bulletin giving pertinent details of the position and inviting interested and qualified employees to apply for the permanent position, shall be posted on all bulletin boards for a minimum of five (5) working days, and emailed to all employees with a City email address.

The Employer will make every reasonable effort to ensure that bulletins are posted on all bulletin boards the day that the posting is issued.

Where conditions of the service indicate a requirement to fill a vacant position immediately, the position may be filled on a temporary basis for a period not exceeding ninety (90) calendar days.

16.02 Appointments

(a) Appointments to bulletined positions shall be made on the basis of qualifications, performance, ability and experience.

(b) When two (2) or more candidates' qualifications, performance, ability and experience are judged to be relatively equal, seniority shall govern.

16.03 The name of the successful candidate shall be provided to the Union and all unsuccessful Bargaining Unit candidates if a bargaining unit candidate is successful under Article 16.01 and 16.02. If there are no successful bargaining unit candidates, all bargaining unit applicants will be notified before proceeding to fill the vacancy under Article 16.04. Unsuccessful candidates shall have five (5) working days from the date of notification that there are no successful internal candidates to initiate a grievance at Stage 2 of the grievance procedure.

16.04 Where, as a result of action taken under Article 16.01 and Article 16.02, it is determined by the Employer that there are no qualified employee applicants for the bulletined position; the Employer may then fill the vacancy by any other selection process.

16.05 Probation

The probationary period on initial appointment of new employees shall be six (6) months. If, during the probationary period, an employee's performance is judged to be unsatisfactory, the Employer shall provide notice in writing at any time during the probationary period, but no later than **fourteen (14) calendar** days prior to the expiry of the probationary period. Employees serving their probationary period on initial appointment shall not be eligible for promotions or transfers.

The Employer may extend the probation of an employee by a three (3) month period. Such extension shall not be used unreasonably. The employee shall be advised of such extension, in writing, at least **twenty-one (21)** calendar days prior to the end of the probationary period.

16.06 Promotions and Transfers

(a) An employee who is promoted or transferred to a position in accordance with 16.02 shall be on probation in the new position for six (6) months. If an Employee is transferred within the same division to a different position, this probation period may be waived.

If, during such probationary period, the Employer decides that the employee does not satisfactorily perform the duties of the position, the employee shall be reinstated in their former position or an equivalent classification in the Bargaining Unit. When the employee's performance in the new position is judged to be unsatisfactory, the Employer shall provide notice, in writing at any time during the probationary period, but no later than **fourteen (14) calendar**

days prior to the expiry of the probationary period.

(b) When an employee who is serving the first three (3) months of a probationary period on promotion or transfer is promoted or transferred again, the probationary period shall continue until the expiry date and the provisions of Article 16.06 (a) shall apply.

(c) When an employee who is serving the last three (3) months of a probationary period on promotion or transfer is promoted or transferred again, the probationary period shall be extended by three (3) months and the provisions of Article 16.06 (a) shall apply.

16.07 Progression

If an employee meets the specific on-the-job requirements, as outlined by the Employer in a job description, the employee will progress to the next level in that job upon verification of satisfactory completion by the Employer.

ARTICLE 17 – STATEMENT OF DUTIES

17.01 The Employer shall, when requested to do so by the employee, provide to the employee within ten (10) working days of the request, an accurate job description of the employee's position, including the position's classification level and the total point factor rating for the position.

17.02 When an employee is first engaged or when an employee is reassigned to another position in the Bargaining Unit, the Employer shall, before the employee is assigned to that position, provide the employee with an accurate job description of the position, including the classification level.

ARTICLE 18 – CLASSIFICATION

18.01 The establishment and maintenance of a classification plan, which is to be applied to all employees of the City within the scope of this Agreement, shall be the sole responsibility of the Employer. However, positions whose duties and responsibilities are substantially changed may be reviewed by the Employer or at the request of the employee. Any disagreement arising from the application of this Article may be grieved in accordance with Article 14 up to and including arbitration.

18.02 Benchmark position descriptions are set out in the City of Yellowknife Classification/Pay Equity Standard dated June 1, 1990.

18.03 The Employer agrees to discuss with the Union and any affected employee(s) a new or revised position classification prior to implementation.

18.04 Where employees believe that they have been improperly classified with respect to their position, pay range and step, they shall discuss their classification with their

manager and, on request, be provided with a copy of their job description, including the position's classification level and point rating allotted by factor, for the purpose of grievance.

18.05 New Classifications

(a) Rates of pay for new classifications, which come within the scope of this Agreement and are created during the term of this Agreement, shall be negotiated with the Union. However, if a satisfactory conclusion to negotiations has not been reached within ten (10) working days of the date of notice by the Employer to the Union of the creation of said classification, any vacancy in this classification can be bulletined according to the rate of pay set out by the Employer.

(b) If said vacancy is bulletined prior to satisfactory conclusion of negotiations, the rate of pay for the classification of the position shall still be a matter of negotiations and in the event that the parties agree to a rate which differs from the rate originally proposed by the Employer, the new rate shall be retroactive to the date of appointment of any employee to the new position.

ARTICLE 19 – EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

19.01 When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. Upon written request, a copy of the assessment form will be provided to the employee at that time.

19.02 The Employer agrees not to introduce as evidence in a hearing, any document from the file of an employee relating to disciplinary action, the contents of which the employee was not aware of at that time.

19.03 Upon written request of an employee, the personnel file of that employee will be made available for their examination in the presence of an authorized representative of that Employer.

ARTICLE 20 – JOB SECURITY, LAY-OFF AND RECALL OF SERVICE

20.01 The Employer shall make every reasonable effort to provide continued employment of a suitable nature to a permanent employee whose position has become redundant as a result of technological change, discontinuance of a function or other action initiated by the Employer.

20.02 (a) The Employer shall make every reasonable effort for continued employment with the City of permanent employees who would otherwise become redundant because work is contracted out.

(b) The Employer shall consult with the Union concerning its plans to contract out work that may be performed by employees in the Bargaining Unit prior to implementing any plans.

20.03 Permanent employees who are about to be laid off, where the period of lay-off is in excess of one (1) month, shall be entitled to exercise their seniority rights, displacing a junior employee, provided they have sufficient ability, training, and experience to perform the work.

20.04 Where a permanent employee is laid off for a period of less than one (1) month, the employee shall be considered in continuous employment for the purpose of the Group Benefit Plans contributions and any similar contributions made for the purpose of continuation of any benefit. During such period, any applicable premiums or contributions shall be paid in total by the Employer.

20.05 Where a function is to be discontinued and permanent employees are to be laid off, they shall be given as much advance notice as possible but, in any event, not less than one (1) month notice in writing.

20.06 Where permanent employees have been laid-off, they shall be placed on a lay-off list for a period of eighteen (18) months and given preference for recall in any job classification for which they have the required training, ability and experience.

20.07 Where laid-off employees are to be recalled, the employee with the most seniority shall be recalled first.

ARTICLE 21 – HOURS OF WORK

21.01 Subject to Article 21.02, for employees occupying positions listed in Appendix "A", Part I, the work week shall be thirty-seven and one-half (37 ½) hours or forty (40) hours, Monday to Friday inclusive and the hours of work shall be scheduled so that employees work seven and one-half (7 ½) hours or eight (8) hours respectively per working day, exclusive of lunch periods.

21.02 When, because of operational requirements of the Employer, hours of work are scheduled for employees occupying positions listed in Appendix A, Part I, on a rotating or irregular basis, they shall be scheduled so that the employees work either:

(a) an average of thirty-seven and one-half (37 ½) hours and five (5) days on a weekly basis and seven and one-half (7 ½) hours per day on a daily basis; or

(b) an average of forty (40) hours and five (5) days on a weekly basis and eight (8) hours per day on a daily basis, or

(c) an average of forty (40) hours on a weekly basis and ten (10) hours on a daily basis for a full-time employee who works a full rotation under an order made under the *Employment Standards Act.*

21.03 For employees who work pursuant to Article 21.02:

(a) The Employer shall set up a master weekly shift schedule and post it not less than fourteen (14) calendar days in advance;

(b) The Employer shall not schedule the commencement of a permanent full time employee's regularly scheduled shift within twelve (12) hours of the completion of that employee's previous regularly scheduled shift;

(c) The Employer shall make every reasonable effort to give employees twenty-four (24) hours' notice of an alteration of their schedule.

21.04 Lunch Period

(a) Employees shall have an unpaid lunch period of at least one (1) hour's duration as close to the mid-point of the work day as possible.

(b) Employees engaged on a rotating shift work basis who are unable to leave the workplace for a meal break shall be allowed a one-half (1/2) hour meal period on paid time during which they shall continue all necessary supervision of machinery and maintenance of services.

21.05 Rest Periods

(a) The Employer shall provide two (2) paid rest periods of fifteen (15) minutes each, commencing on or about mid-morning and mid-afternoon or the middle of the first half and the last half of a shift.

(b) Notwithstanding Article 21.05(a), for employees engaged on a rotating shift work basis on continuous operations, the Employer shall provide two (2) paid rest periods of fifteen (15) minutes each, commencing on or about mid-morning and mid-afternoon or the middle of the first half and the last half of a shift, during which time they shall continue all necessary supervision of machinery and maintenance of services.

21.06 Notwithstanding anything in this Article, an employee's scheduled hours of work shall not be construed as guaranteeing the minimum hours of work.

ARTICLE 22 – OVERTIME

22.01 An employee is entitled to overtime compensation for each completed period of fifteen (15) minutes of overtime worked at the rate of time and one-half (1 ½), except as provided in sub-section (a), (b) and (c).

(a) Double time for all overtime worked in excess of four (4) consecutive hours of overtime on a normal working day.

(b) Double time for all overtime worked in excess of eight (8) consecutive hours on the first day of rest.

(c) Double time for all time worked on the second and subsequent days of rest.

(d) For employees working ten (10) hour shifts under 21.02(c), double time for all overtime worked in excess of ten (10) consecutive hours on the first day of rest.

22.02 The Employer shall make every reasonable effort to allocate overtime work on an equitable basis among readily available, qualified employees and to give employees who are required to work overtime, reasonable advance notice.

22.03 Overtime work will be compensated by payment not later than the pay period following the pay period in which it was earned.

22.04 If employees are required to work three (3) or more hours of overtime immediately before or immediately following their normal hours of work and because of operational requirements, they are not permitted to leave their place of work, they shall be supplied a meal by the Employer if at all possible. The authority to purchase such a meal will rest with the person in charge of that particular job.

22.05 <u>Accumulation of Overtime (Lieu Time)</u>

An employee who earns overtime shall be paid at the appropriate rate of pay for such time, except where an employee elects that such overtime hours be accumulated in accordance with the following:

(a) All hours which an employee elects to accumulate shall be accumulated at the overtime rate up to and including a maximum of ten (10) regular working days per calendar year inclusive of call-outs, reports to work, and standby.

(b) Upon application, an employee having banked overtime hours may draw any portion of banked hours up to and including a maximum of ten (10) regular working days per calendar year in paid time off providing that such time off does not conflict or interfere with the efficient operation of the City.

(c) If the accumulated hours are not utilized by December 31st of the calendar year in which the hours were accumulated, an employee may carry over such overtime hours to the next calendar year. The maximum accumulated overtime hours which can be carried over shall not exceed **ten (10)** regular working days. The employee shall have the time equivalent of the carry over included as part of the maximum allowable of ten (10) days paid time off for the next calendar year.

(d) Notwithstanding that an employee has elected to accumulate overtime hours in the manner set out above, the employee may subsequently change such election and receive pay for such hours.

(e) Employees having banked overtime shall be paid for such time at the current rate of pay.

ARTICLE 23 – PAY

23.01 Employees are entitled to be paid for services rendered at the straight time rate of pay specified in the Pay Schedule, Appendix A, Part II and III for the classification of the position to which they are appointed.

23.02 Promotion

(a) Where employees are promoted to having a higher maximum salary than the one held by them, they shall be paid at the step in their new salary range **closest to their existing pay** that provides them with an increase in pay **of at least** four (4%) percent, provided that the maximum rate of pay in that range is not exceeded.

In addition, if a merit pay increase is due not later than six (6) months from the date of a promotion and is recommended, a merit pay increase will be granted at the time of promotion on the present pay level prior to application of the new pay level. Where this occurs, the employee's salary review date shall be changed to the effective date of the promotion.

(b) If the employee fails to qualify, the employee shall revert to the former position or an equivalent position having the same rate of pay as the former position and, for the purposes of Article 23.04(b) (Merit Pay Increases), the employee's salary review date shall revert to the anniversary date of initial appointment to the former position.

23.03 Acting Pay

Where employees are appointed, in writing, to perform the duties of a position having a higher maximum salary than the one held by them for a temporary period, they shall be paid at the step in the range of the position being relieved that gives them an increase in pay that is not less than four (4%) percent, provided that maximum rate of pay in that range is not exceeded. Such additional salary shall be paid only when the period of relief in the higher position exceeds three (3) consecutive work days and, in this event the increased salary shall apply for the whole of the relief period. **The Employer shall not appoint a series of employees for the purpose of avoiding payment of acting pay.**

23.04 Merit Pay Increase

(a) Employees, who hold a position for which there is a minimum and maximum rate of pay, shall be granted a salary increment, each year until they reach the maximum step in range for that position. Such salary increments are subject to satisfactory performance of the duties of the position by the employee and shall

not be granted to the employee until their Department Head certifies to the Senior Administrative Officer that the employee is so performing the duties of the position.

(b) Salary increments granted to an employee each year shall be effective on the anniversary date of the current appointment until the maximum in the range of rates has been reached.

(c) When the Employer elects to withhold a salary increment, it shall advise the employee, in writing at least five (5) days prior to the due date of the increment.

23.05 Permanent employees occupying positions listed in Appendix A, Part I, and employees occupying casual positions, listed in Appendix A, Part III, shall be paid on a bi-weekly basis in accordance with calculations shown in Article 2.02. If a payday should coincide with a designated holiday, the employee shall be paid on the preceding working day.

23.06 Long Service Bonus

(a) Effective January 1, 1991, an employee shall receive a Long Service Bonus of $1,000.00 upon completion of five (5) years of continuous employment and on each subsequent fifth anniversary date thereafter, except that employees who received a Long Service Bonus in 1978 shall begin to accumulate their next five years as of their anniversary date in 1978.

(b) When an employee who has completed at least five (5) years of service terminates, the above mentioned bonus will be prorated in the amount of $16.66 per month for each completed month of employment, the months to be accumulated from the last payment of the Long Service Bonus.

23.07 Progression

Where employees progress to the next level of their position under Article 16.07, they shall be paid at the step in the new salary range that is closest to their existing rate of pay, provided there is no decrease in pay. Where this occurs, the employee's merit increase date shall remain the same.

ARTICLE 24 – CALL-OUT AND REPORTING PAY

24.01 Employees called into work outside their normal hours or who report to work outside their normal working hours**, when the work has not been scheduled in advance,** shall be paid the greater of:

(a) Compensation at the applicable overtime rates; or

(b) Compensation equivalent to four (4) hours of pay at the straight time rate; provided that all call-outs or reports to work within an eight (8) hour period from

the start of the first call-out or report to work shall be considered as one (1) call-out or report to work for the purposes of payment of compensation. For the purposes of calculating compensation, subsequent eight (8) hour periods shall commence at the start of the first call-out or report to work following the completion of the first eight (8) hour period.

24.02 **An employee who is scheduled to work for four (4) or more hours, and there is insufficient or no work available, shall be entitled to four (4) hours pay at the applicable rate.**

24.03 Remote Off-Duty Work

Employees who are required to work during their off-duty hours via telephone, email or other electronic means and who are not required to return to the workplace, shall be paid the greater of:

(a) Compensation at the applicable overtime rates; or

(b) Compensation equivalent to one (1) hour of pay at the straight time rate for time worked.

This minimum one hour payment applies only once during each 60-minute period.

24.04 (a) An employee who receives pay under 24.03 shall not receive call-out pay.

(b) An employee shall not receive pay under 24.03 if the employee is not the individual who performs the work.

ARTICLE 25 – SHIFT PREMIUM

25.01 A shift premium of two dollars ($2.00) per hour shall be paid for actual hours worked between 6:00 p.m. and 6:00 a.m.

25.02 Shift premiums under Article 25.01 shall not be paid on hours worked between 6:00 a.m. and 6:00 p.m. and shall only be paid on regular hours.

ARTICLE 26 – STANDBY

26.01 Where an Employer requires an employee to be available on standby during off-duty hours, the employee shall be entitled to a standby payment of one (1) hour's pay for each eight (8) hours or portion thereof on standby.

26.02 An employee on standby shall receive standby pay in addition to whatever entitlements received under Article 22, Overtime and Article 24, Call-out and Reporting Pay.

26.03 An employee designated by letter or by list for standby duty shall be available during the period of standby at a known telephone number and be available to return to duty as quickly as possible if called. In designating employees for standby, the Employer will endeavor to provide for the equitable distribution of standby duties.

26.04 No standby payment shall be granted if an employee is unable to report for duty when required during any eight (8) hour standby period or portion thereof.

ARTICLE 27 – SEVERANCE PAY

27.01 Lay-Off

A permanent employee who has one (1) year or more of continuous employment and who is laid off, is entitled to be paid severance pay at the time of lay-off at the rate of two (2) weeks' pay for the first complete year of continuous employment and one (1) week of pay for each additional year or partial year of continuous employment; less any severance pay granted for any previous lay-off.

27.02 Death

Regardless of any other benefit payable, if an employee dies, there shall be paid to the designated beneficiary, an amount equal to the product obtained by multiplying the employee's weekly rate of pay at the time of death by the number of completed years of continuous employment, to a maximum of twenty-five (25) weeks of pay.

27.03 Retirement

Permanent employees who are 55 years of age or over and have a minimum of ten (10) years of continuous employment shall, upon retirement, be paid severance pay equal to the product obtained by multiplying their weekly rate of pay upon retirement by the number of years of continuous employment, to a maximum of twenty-five (25) weeks' pay less any severance pay granted under Article 27.01.

27.04 Termination for Health Reasons

A permanent employee whose employment is terminated by reason that the employee is incapable of performing their duties **due to disability** shall be paid severance pay on termination equal to the product obtained by multiplying their weekly rate of pay on termination of employment by the number of years of continuous employment to a maximum of twenty-five (25) weeks, less any severance pay which was granted under Article 27.01.

27.05 The weekly rate of pay referred to in the above clauses shall be the weekly rate of pay to which a permanent employee is entitled, based on the definition contained in Article 2.02.

ARTICLE 28 – DESIGNATED PAID HOLIDAYS

28.01 Subject to Article 28.02, the following days shall be designated paid holidays for permanent employees:

(a) New Year's Day;
(b) Good Friday;
(c) Easter Monday;
(d) Victoria Day;
(e) National Aboriginal Day;
(f) Canada Day;
(g) The first Monday in August;
(h) Labour Day;
(i) Thanksgiving Day;
(j) Remembrance Day;
(k) Christmas Day; and
(l) Boxing Day.

28.02 Article 28.01 does not apply to an employee who is absent without approved leave on either the working day immediately preceding or the working day following the designated holiday.

28.03 Holidays Falling on a Day of Rest

When a day designated as a holiday under Article 28.01 coincides with a permanent employee's day of rest, the holiday shall be moved to the permanent employee's first working day following the day of rest.

28.04 When a day designated as a holiday for a permanent employee is moved to another day under the provisions of Article 28.03:

(a) Work performed by a permanent employee on the day from which the holiday was moved, shall be considered as work performed on a day of rest; and

(b) Work performed by a permanent employee on the day to which the holiday was moved, shall be considered as work performed on a holiday.

28.05 When **an** employee's **shift commences** on a **H**oliday, they shall be paid two and a half times (2 ½) their straight time rate of pay for **the length of the shift that commences on the Holiday.**

28.06 Holiday Coinciding with Day of Paid Leave

Where a day that is a designated holiday for an employee falls within a period of leave with pay, the holiday shall not count as a day of leave.

ARTICLE 29 – VACATION LEAVE

29.01 Accumulation of Vacation Leave

(a) For each calendar month in which a permanent employee received at least ten (10) days pay the employee shall earn leave at the following rates:

(i) One and one-quarter (1 ¼) days per calendar month, if the employee has completed less than five (5) years of continuous employment.

(ii) One and two-thirds (1 2/3) days per calendar month, upon completion of five (5) years and less than ten (10) years of continuous employment.

(iii) Two and one-twelfth (2 1/12) days per calendar month, upon completion of ten (10) years and less than twenty (20) years of continuous employment.

(iv) Two and one-half (2 ½) days per calendar month, upon completion of twenty (20) years of employment.

(b) For all employees hired before January 1, 2000, for each calendar month in which a permanent employee received at least ten (10) days pay, the employee shall earn leave at the following rates:

(i) One and one-quarter (1 ¼) days per calendar month, if the employee has completed less than four (4) years of continuous employment.

(ii) One and two-thirds (1 2/3) days per calendar month upon completion of four (4) years and less than eight (8) years of continuous employment.

(iii) Two and one-twelfth (2 1/12) days per calendar month upon completion of eight (8) years and less than sixteen (16) years of continuous employment.

(iv) Two and one-half (2 ½) days per calendar month upon completion of sixteen (16) years and less than twenty (20) years of continuous employment.

(v) Two and twenty-three twenty-fifths (2 23/25) days per calendar month upon completion of twenty (20) years of continuous employment.

(c) On January 1st of any year, an employee shall be credited with the anticipated annual leave credits to be earned in that vacation year. As vacation leave is utilized, such leave shall be deducted from the employee's leave credits.

29.02 Permanent employees may not receive vacation leave with pay or Vacation Travel Time prior to the completion of their initial probationary period. If vacation leave has been

approved by the Employee's manager and the Employee's initial probationary period has been extended under Article 16.05, the Employee shall be entitled to take such vacation.

29.03 Permanent employees shall receive the vacation leave to which they are entitled as leave at the straight-time rate of pay for the position to which they are permanently appointed or serving in the required probationary period thereof. However, employees acting in a higher level position for more than one (1) month shall receive vacation leave with pay at the acting rate, provided they resume the duties on an acting basis following the period of vacation.

29.04 All vacation leave shall be taken in hours, on the basis of the employee's regularly scheduled hours of work on the day(s) the leave is taken.

29.05 Granting of Vacation Leave

Subject to operational requirements, the Employer shall make every reasonable effort in granting vacation leave with pay to employees:

(a) not to recall employees to duty after they have proceeded on vacation leave;

(b) to grant employees their vacation leave at a time specified by them;

(c) to grant employees their annual vacation leave during one vacation period when so requested by an employee;

(d) to confirm the authorization of vacation leave within ten (10) days after the employee has applied for such leave;

(e) to schedule vacation leave on an equitable basis and when there is no conflict with the interests of the Employer or the other employees, according to the wishes of the employee;

(f) when two (2) or more employees request the same vacation period, at the same time, seniority shall govern;

(g) to grant the employee vacation leave when specified by the employee, if the period of vacation leave is less than a week, provided the employee gives the Employer reasonable advance notice; and

(h) to grant the employee vacation leave when specified by the employee, if the period of vacation leave is more than a week, provided that, except in extraordinary circumstances, the employee gives the Employer a minimum of ten (10) working days' notice in advance.

29.06 Where the Employer has proposed to change, reduce or deny the vacation leave requested by the employee, the Employer shall provide the employee with the reasons, in writing, for such change, reduction or denial of vacation leave.

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

(a) is granted special leave, when there is a death in their immediate family, as described in Article 2.01 (l);

(b) is granted special leave with pay because of illness in the family, as described in Article 31.04;

(c) is granted sick leave on production of a certificate **from a medical practitioner** attesting to an illness or injury.

the period of vacation leave so displaced shall either be added to the vacation period, if requested by the employee and approved by the Employer, or reinstated for use at a later date, provided that the employee provides the Employer with the proper documentation within ten (10) days of reporting back to work.

29.08 Carry-Over Provisions

Employees are only permitted to carry-over those vacation leave credits which can be earned in one vacation year, except where the employee has not been granted the vacation leave requested. Annual leave credits which have been carried over and which exceed one (1) year entitlement will be liquidated in cash at the end of the vacation year.

29.09 Recall from Vacation Leave

When, during any period of vacation leave, employees are recalled to duty, they and their family shall be reimbursed for reasonable expenses, as normally defined by the Employer, that they incur;

(a) in proceeding to their place of duty;

(b) in respect of any non-refundable deposits or pre-arrangements associated with their vacation; and

(c) in returning to the place from which they were recalled, if they immediately submit such accounts as are normally required by the Employer.

29.10 Employees shall not be considered as being on vacation leave during any period in respect of which they are entitled under Article 29.09 to be reimbursed for reasonable expenses incurred by them.

29.11 When the Employer cancels or alters a period of vacation leave for a permanent employee, which has previously been approved in writing, the Employer shall reimburse the employee and their family for the non-returnable deposits or reservations made by the employee in respect of such leave, subject to the presentation of such documentation as the Employer may require. The employee shall make every reasonable attempt to mitigate any possible loss and shall provide proof of such action to the Employer.

29.12 Where permanent or probationary employees die or otherwise terminate their employment after a period of continuous employment:

(a) they or their estate shall, in lieu of earned but unused vacation leave, be paid an amount equal to the product obtained by multiplying the number of hours of earned but unused vacation leave by the hourly rate of pay applicable to the employee's permanent position, immediately prior to the termination of employment.

(b) the Employer shall grant the employee any vacation leave earned but not used before the employment is terminated by lay-off if the employee so requests because of a requirement to meet the minimum service requirements for severance pay.

29.13 <u>Vacation Travel Allowance</u>

(a) After two (2) years continuous employment all permanent employees are entitled to Vacation Travel Allowance annually in the amount of one thousand one hundred ($1,100.00) dollars.

(b) The first Vacation Travel Allowance shall be paid on the employee's second anniversary date. The Employer will pay out the portion of the Vacation Travel Allowance earned from the second anniversary date to December 31st of the same year, at the rate of ninety-one dollars and sixty-seven ($91.67) cents for each month, subject to:

(i) an employee having received at least ten (10) days' pay in each month; and
(ii) an employee having received at least ten (10) days' pay per month for twenty-four (24) consecutive months.

The Vacation Travel Allowance in subsequent years shall be paid by the end of each calendar year.

(c) When an employee who has completed at least two (2) years of service terminates, the Vacation Travel Allowance will be prorated in the amount of ninety-one dollars and sixty-seven ($91.67) cents per month for each completed month of service in which ten (10) days are worked, the months to be accumulated from the last payment of Vacation Travel Allowance.

(d) It is agreed and understood the above shall apply only to those employees entitled to receive the Vacation Travel Allowance pursuant to the current Collective Agreement.

(e) All permanent employees shall receive a monthly Vacation Travel Allowance in the amount of **three hundred and thirty-three dollars and thirty-three cents ($333.33)** for each calendar month in which the employee has worked at least ten (10) days.

29.14 Vacation Travel Time

(a) Permanent employees shall **be entitled to a total of** four (4) days leave with pay each vacation year for the purpose of travel when taking their annual vacation**. Employees may use travel days in increments of one (1) to (4) days, at any one time** provided they liquidate at least the equivalent of five (5) days of vacation leave, taken consecutively **each time they use travel days**. These travel days are not to be accumulated from year to year unless the employee is prohibited by the Employer from taking vacation in any vacation year. For employees to carry over their travel days, they must apply to the Senior Administrative Officer or designate to have the days carried over and in doing so, show that they were operationally unable to take vacation at any time throughout the vacation year.

(b) For employees hired part way through the year, this shall be pro-rated in the first year based on the number of months they have worked and providing this exceeds six months of employment.

ARTICLE 30 – SICK LEAVE

30.01 Accumulation of Credits

Permanent employees shall earn sick leave credits at the rate of one and one-quarter (1 ¼) days for each calendar month for which they earn pay for at least ten (10) days.

30.02 Sick leave accumulated by a permanent employee prior to the signing of this agreement shall remain as a credit to the permanent employee.

30.03 (a) Provided that the necessary credits have been accumulated, permanent employees shall receive one hundred (100%) percent of their straight-time rate of pay for each hour of illness or injury.

(b) In the event that the period of illness or injury exceeds three (3) working days, or in the event that the Employer determines that there is a reasonable or demonstrated basis for doing so, the employee shall provide the Employer with a certificate signed by a medical practitioner **certifying the Employee is unable to report to work for the period of leave requested**.

(c) The Employer may, in writing, advise an Employee that for any period of absence, such a certificate may not be required.

30.04 All sick leave shall be taken in hours on the basis of the employee's regularly scheduled hours of work on the day the leave is taken. The actual number of hours missed on account of illness or injury shall be charged as sick leave to the employee's credits.

30.05 Employees are not eligible for sick leave with pay during any period in which they are on leave of absence or under suspension.

30.06 (a) Where a permanent employee has insufficient or no credits to cover the granting of sick leave with pay under the provision of Article 30.03 or 30.08, at the discretion of the Employer, the employee shall be granted sick leave credits in advance to a limit of fifteen (15) days, which shall be charged against future credits earned.

(b) Where a permanent employee has no sick leave credits to cover the granting of sick leave with pay under the provisions of Articles 30.03 or 30.08; and

(i) the employee has not been advanced sick leave credits under Article 30.06(a) or
(ii) sick leave credits have been advanced to the employee under Article 30.06(a) and those advanced credits have been exhausted;

the Employer shall apply any accumulated vacation leave and/or accumulated overtime lieu time (under Article 22.05) for the employee's period of sick leave, unless the employee requests to have sick leave without pay.

30.07 Sick leave earned under Article 30.01 and not used by an employee shall be accumulated from year to year.

30.08 (a) A permanent employee may receive up to ten (10) days sick leave with pay when a spouse, dependent member of the family or a relative permanently residing in the employee's household becomes terminally ill provided that a certificate **from a medical practitioner** attesting to such illness is delivered to the Department Head. Such leave shall not be unreasonably denied.

(b) A permanent employee may receive up to seven (7) days sick leave when a member of the permanent employee's immediate family, who does not reside with the employee, becomes terminally ill and the employee is required to attend to the immediate family member, provided that a certificate **from a medical practitioner** attesting to the illness being terminal is delivered to the Employer. In the event that the employee must travel to attend to the immediate family member, the employee is entitled to additional sick leave to a maximum of three (3) days for travel. A permanent employee may only be entitled to sick leave under this clause once for each member of the employee's immediate family. Such leave shall not be unreasonably denied.

30.09 Employees shall apply for long term disability benefits as soon as they are eligible to do so. Denial of such benefits shall not affect rights under this Article. The employer shall notify the employee of such eligibility.

ARTICLE 31 – SPECIAL LEAVE

31.01 All special leave shall be taken in hours on the basis of the employee's regularly scheduled hours of work on the day(s) the leave is taken.

31.02 Marriage Leave

After the completion of one year's continuous employment, a permanent employee who gives the Employer at least twenty (20) days' notice shall be granted special leave with pay for a period of up to five (5) days for the purpose of getting married.

31.03 Bereavement Leave

(a) Where a member of a permanent employee's immediate family dies, or a permanent employee's foster child dies, the employee shall be entitled to leave with pay for a period of up to eight (8) days.

(b) An employee is entitled to leave with pay, up to a maximum of two (2) days, in the event of the death of the employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law, **aunt, uncle, niece or nephew**. In the event the employee must travel to attend the funeral or a memorial service, the employee is entitled to leave with pay to a maximum of three (3) additional days for travel.

(c) **Bereavement leave may be broken into two parts and taken on separate days.**

(d) Upon the request of the employer, the employee shall provide the employer with proof of death where the death occurs outside of Yellowknife.

31.04 Illness in the Family

Permanent employees may receive up to five (5) days of leave per year with pay when a member of their immediate family requires surgery or becomes ill (not including childbirth) and the employees are required to care for their dependents or for the sick person. The Employer may request a medical certificate attesting to such illness. In the case of an illness to an employee's spouse or other adult member of the immediate family residing in the Employee's household, the Employee is required to provide a medical certificate attesting to such illness. Such leave shall not be unreasonably denied.

31.05 Leave for Birth or Adoption

An employee shall be granted special leave with pay up to a maximum of three (3) working days on the birth or adoption of a child. This leave may be divided into two parts and taken on separate days.

ARTICLE 32 – OTHER TYPES OF LEAVE

32.01 All other types of leave shall be taken in hours on the basis of the employee's regularly scheduled hours of work on the day(s) the leave is taken.

32.02 Court Leave

Leave with pay shall be granted to every employee who is required to attend jury selection or to serve on a jury or by subpoena or summons attend as a witness in any proceeding held as authorized by law, provided that any fee received for loss of wages shall be reimbursed to the Employer.

32.03 Injury-on-Duty Leave

Permanent employees shall be granted Injury-on-Duty leave with pay for such reasonable periods as may be determined by the Employer, where it is determined by the Workers' Safety and Compensation Commission that they are unable to perform their duties because of:

(a) personal injury accidentally received in the performance of their duties and not caused by the employees' willful misconduct;

(b) sickness, resulting from the nature of their employment; or

(c) over-exposure to radioactivity or other hazardous conditions in the course of their employment

if the employees agree to pay the Employer any amount received by them for loss of wages in settlement of any claim they may have in respect of such injury or sickness.

32.04 Maternity Leave

(a) An employee who is pregnant shall be granted seventeen (17) consecutive weeks maternity leave without pay commencing at any time during the seventeen (17) week period immediately preceding the expected date of delivery, provided that the employee gives the Employer written notice at least four (4) weeks before the day on which the employee expects to commence her leave.

(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 seventeen (17) weeks after the date of the termination of her pregnancy;

(ii) grant maternity leave without pay to an employee to commence earlier than seventeen (17) 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 **the expected due date**.

(c) Upon conclusion of maternity leave without pay, the employee shall be reinstated into the position occupied by her at the time she commenced maternity leave, or in a comparable position with not less than the same wages and benefits, and her employment after the termination of maternity leave shall be deemed to be continuous with employment before the commencement of that leave.

(d) If an employee elects to maintain coverage for any Group Benefit Plans under Article 34 and/or the Pension Plan under Article 38, the Employer will pay the Employer's portions of those benefits that are cost shared with employees.

(e) An employee who has been continuously employed for six (6) months, who has applied for maternity leave, and who provides the Employer with proof that she is in receipt of Employment Insurance benefits shall be entitled to a maternity leave allowance.

(f) Maternity leave allowance payments will consist of:

(i) For **the first week**, ninety-three (93%) percent of the employee's weekly rate of pay;

(ii) **For a period of** up to an additional fifteen (15) weeks, **during which the Employee receives Employment Insurance Maternity Benefits,** payment**s** equal to the difference between ninety-three (93%) percent of the employee's weekly rate of pay and the amount of Employment Insurance **Maternity B**enefits being received by the employee.

(iii) **Where the Employee has received Employment Insurance Maternity Benefits for fifteen (15) weeks and thereafter remains on maternity leave without pay, they are eligible to receive a payment equivalent to ninety-three (93%) percent of their weekly rate of pay for a period of one (1) week.**

(iv) **In the period during which the Employee is in receipt of maternity leave allowance, the Employee shall also be entitled to the Housing and Vacation Travel Allowance.**

(v) Where an employee becomes eligible for a pay increase or an economic increase in the period in which the employee was in receipt of maternity leave allowance, the payments shall be adjusted accordingly.

(g) An employee receiving maternity leave allowance payments shall sign a certificate stating that she will return to work and remain in the Employer's employ for a period of a least six (6) months after the expiry of her maternity leave, and that she will return to work immediately following the expiry of her maternity leave, unless this date is modified with the Employer's consent.

(h) Should the employee fail to return to work in accordance with Article 32.03 (f), except by reason of death, disability or lay off, the employee recognizes that she is indebted to the Employer for the total amount of maternity leave allowances. Should the employee not remain in the Employer's employ for a period of at least six (6) months following the expiry of her maternity leave, the employee recognizes that she is indebted to the Employer for a prorated portion of her maternity leave allowance, based upon the number of months she has remained in the Employer's employ.

32.05 Parental Leave without Pay

(a) Where an employee has or will have the actual care and custody of their 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; and where in any case the child had not previously been residing with the employee, the employee shall **have the option of either Standard or Extended P**arental Leave without pay, provided the employee gives the Employer written notice at least four (4) weeks before the day on which the employee expects to commence the leave, except where unforeseen circumstances such notice is not possible. **Employee leave options are as follows:**

i) **Standard Parental Leave:** for a single period of up to thirty-seven (37) consecutive weeks, to 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; **or**

ii) **Extended Parental Leave: for a single period of up to sixty-three (63) consecutive weeks, to be taken during the seventy-eight (78) week period immediately following the day the child is born, or in the case of adoption, within the seventy-eight (78) week period from the date the child comes into the employee's care and custody;**

(b) **An employee's election of either Standard or Extended Parental Leave is irrevocable; however, an employee may, with the Employer's consent, return to work prior to the expiry of parental leave without pay.**

(c) Employment after the termination of parental leave shall be deemed to be continuous with employment before the commencement of that leave.

(d) Parental leave utilized by an employee-couple shall not exceed a total of thirty-seven (37) weeks **for Standard Parental Leave, and sixty-three (63) weeks for Extended Parental Leave,** for both employees combined. **Where the employee-couple is eligible for the Employment Insurance (EI) Sharing Benefit, the total for Standard Parental Leave shall be forty-two (42) weeks and the total for Extended Parental Leave shall be seventy-one (71) weeks for both employees combined.**

(e) Parental leave utilized by an employee-couple in conjunction with maternity leave shall not exceed a total of fifty-two (52) weeks **for Standard Parental Leave, and seventy-eight (78) weeks for Extended Parental Leave,** for both employees combined. **Where the employees are eligible for the EI Sharing Benefit, the total for Standard Parental Leave shall be fifty-seven (57) weeks and the total for Extended Parental Leave shall be eighty-six (86) weeks for both employees combined.**

(f) 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 fifty-two (52) weeks of leave **for Standard Parental Leave and seventy-eight (78) weeks of leave for Extended Parental Leave**.

(g) If an employee elects to maintain coverage for any Group Benefit Plans under Article 34 and/or the Pension Plan under Article 38, the Employer will pay the Employer's portions of those benefits that are cost shared with employees.

(h) An employee who:

(i) has been continuously employed for six (6) months;

(ii) has applied for parental leave without pay; and

(iii) provides the Employer with proof that they are in receipt of Employment Insurance benefits;

shall be entitled to a parental leave allowance.

(i) Parental leave allowance payments will consist of:

(i) Where there is a waiting period under Employment Insurance benefits for the first week, ninety-three (93%) percent of the employee's weekly rate of pay. Following that, the employee will receive for up to an additional ten (10) weeks, a payment equal to the difference between ninety-three (93%) percent of the employee's weekly rate of pay and the amount of Employment Insurance benefits **that** the employee **is entitled to under Standard Parental Benefits**. During this period, the employee shall also be entitled to the monthly housing and vacation travel allowances.

(ii) where the employee has received Employment Insurance benefits for the full ten (10) weeks and thereafter remains on leave without pay, a

payment equivalent to ninety-three percent (93%) of the employee's weekly rate of pay for a final week, less any monies earned during this period, unless the employee has already received the one (1) week of allowance in Article 32.04(f)(iii) for the same child.

(iii) Where there is no waiting period under Employment Insurance benefits, the employee will receive for up to twelve (12) weeks, a payment equal to the difference between ninety-three (93%) percent of the employee's weekly rate of pay and the amount of Employment Insurance benefits the employee **is entitled to under Standard Parental Benefits**. During this period, the employee shall also be entitled to the monthly housing and vacation travel allowances.

(iv) Where an employee becomes eligible for a pay increase or an economic increase in the period in which the employee was in receipt of parental leave allowance, the payments shall be adjusted accordingly.

(v) **Where the employee elects to receive Extended Parental Employment Insurance Benefits, there shall be no increase in the amount of parental leave allowance payments. The employee shall be entitled to the same Standard Parental Leave allowance payments that the employee would be entitled to had the employee received Standard Parental Employment Insurance Benefits set out in Clauses 32.05 (i)(i)-(iii).**

(j) An employee receiving parental leave allowance payments shall sign a certificate stating that they will return to work and remain in the Employer's employ for a period of at least six (6) months after the expiry of the parental leave, and that they will return to work immediately following the expiry of the parental leave, unless this date is modified with the Employer's consent.

(k) Should the employee fail to return to work in accordance with Article 32.04 (**j**), except by reason of death, disability or lay off, the employee recognizes that they are indebted to the Employer for the total amount of parental leave allowance. Should the employee not remain in the Employer's employ for a period of at least six (6) months following the expiry of the parental leave, the employee recognizes that they are indebted to the Employer for a prorated portion of the parental leave allowance, based upon the number of months they remained in the Employer's employ.

32.06 <u>Casual Leave</u>

Employees shall be granted casual leave with pay to a maximum of four (4) hours per month, with each occurrence not exceeding two (2) hours and no more than four occurrences per month, for the following purposes:

(a) **Health Care**, Dental and School Appointments

Whenever it is necessary for employees to attend upon **a medical practitioner for the employee or the employee's dependant**, or **attend** appointments with school authorities, which cannot be scheduled outside of working hours, they shall be granted casual leave with pay for these purposes.

The Employer may request confirmation of the appointment in advance.

32.07 Leave to Write Examinations

At the Employer's discretion, examination leave with pay may be granted to an employee for the purpose of writing an examination which takes place during the employee's scheduled hours of work, where the course of study is directly related to the employee's duties or will improve their qualifications.

32.08 Leave With or Without Pay

At its discretion, the Employer may grant leave with or without pay for any purpose.

32.09 Domestic Violence Leave

a) The Employer recognizes that employees or their dependent child may face situations of violence or abuse in their personal life that may affect their attendance and performance at work.

b) Employees experiencing domestic violence or employees with a child experiencing domestic violence shall be granted leave with pay up to five (5) days per fiscal year to attend appointments with professionals, legal proceedings, and engage in any other necessary activities to support their health, safety and security.

c) This leave may be taken as consecutive or single days or as a fraction of a day, with request for approval being sought as soon as is reasonable.

d) Leave in excess of five (5) days per fiscal year may be granted without pay for the purposes of this Article, up to a maximum of five (5) additional days per fiscal year.

e) There shall be no carryover of unused Domestic Violence Leave from one fiscal year to the next.

f) An employee shall not be entitled to Domestic Violence Leave if the domestic violence is committed by the employee.

ARTICLE 33 – COMPASSIONATE CARE LEAVE

33.01 For the purposes of this Article, the definition of family member means the employee's:

(a) spouse, including common-law spouse;
(b) child or a child of the employee's spouse;
(c) parent or spouse of the parent; and
(d) any other person who is defined as a family member **pursuant to the *Employment Standards Act* of the Northwest Territories for the purpose of compassionate leave.**

33.02 An employee shall be granted up to **twenty-seven (27)** weeks of compassionate care leave without pay to provide care and support to a gravely ill family member if the Employer is provided with a certificate from a qualified medical practitioner stating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks.

The period of Compassionate Care Leave shall begin with the earlier of the date the employee commences leave or the date the medical certificate is issued, and shall end on the Saturday in the earliest of the twenty-**seventh** (**27**th) week after the leave begins or the week the family member dies.

A certificate from a medical practitioner, such as a nurse practitioner, is acceptable when the gravely ill family member is in a geographic location where treatment by a medical doctor is limited or not accessible, and a medical doctor has authorized the other medical practitioner to treat the ill family member.

Compassionate care leave may be taken in separate periods but each period must be of not less than one week's duration.

33.03 An employee who intends to request compassionate care leave shall make every effort to provide reasonable notice to the Employer and shall, except in exceptional circumstances, provide advance notice to the Employer.

33.04 Leave granted under this Article shall be counted for the calculation of continuous employment.

33.05 If an employee on Compassionate Care Leave elects to maintain coverage under the Group Benefit Plans under Article 34, the Employer will continue to pay the Employer's share of all benefit premiums.

33.06 Compassionate Care Leave for two or more employees for the same family member shall not exceed **twenty-seven (27)** weeks in total.

ARTICLE 34 – GROUP BENEFIT PLANS

34.01 Group Benefit Plan

The Employer and the Union agree on the provisions of a Group Benefit Plan, consisting of:

(a) Basic Group Life Insurance (3 x annual salary);
(b) Accidental Death, Disease & Dismemberment (scheduled benefits to a maximum of 3 x annual salary);
(c) Dependants Life Insurance; and
(d) Long Term Disability,

as a term and condition of employment for all eligible employees.

The Plan is to be cost-shared between the Employer and employees with the Employer contributing 50% and the employees contributing 50% of the total cost. The employee's contribution shall be used to pay 100% of the cost of the Long Term Disability premium and secondly to contribute to the cost of the Group Life and Accidental Death, Disease and Dismemberment premiums.

34.02 Extended Health Care

The Employer and the Union agree the provisions of an Extended Health Care plan, which includes prescription drug coverage and vision care coverage, shall be provided to each individual eligible employee. The plan is to be cost shared between the employer and employees, with the Employer contributing 50% of the premium.

34.03 Dental Insurance

The Employer and the Union agree the provisions of a Dental Insurance plan shall be provided to each individual eligible employee. Employees' premiums for dental plan coverage shall be 25 percent (25%) and the Employer premiums shall be 75 percent (75%) of the monthly insurance premiums.

34.04 Change of Insurance Providers

The Employer may change the insurance providers provided there is no reduction in benefits, either individually or in the aggregate, unless mutually agreed between the Employer and the Union.

ARTICLE 35 – HOUSING ALLOWANCE

35.01 Housing Allowance

All permanent employees shall receive a monthly housing allowance of **one** hundred **and sixteen dollars and sixty-seven cents** (**$116.67**) for each calendar month for which they earn pay for at least ten (10) days. If a permanent employee chooses not to accept

the monthly housing allowance, then the employee must so indicate, annually each January, in writing to the Employer.

ARTICLE 36 – EMPLOYEE-OWNED MOTOR VEHICLE

36.01 If employees are required to use their own motor vehicle on any Employer business, they shall be entitled to a vehicle mileage allowance. The rate of this allowance shall be no less than the Federal Government kilometer rate for the Northwest Territories, as amended from time to time.

ARTICLE 37 – DISCIPLINE

37.01 The Employer shall only discipline employees for just cause. When an employee is disciplined and any documentation relating to that discipline is placed on the employee's personnel file, such documentation shall be destroyed after two (2) years from the date of disciplinary action, provided that no further disciplinary action has been recorded during this period.

37.02 When an employee is required to attend a meeting where discipline is to be applied, or attend any meeting with two or more representatives of the Employer which may give rise to discipline, the Employee is entitled to have, at their request, a representative of the Union present. The Employee will be provided with 24 hours' notice of this meeting.

ARTICLE 38 – PENSION PLAN

38.01 All eligible employees shall participate in the Northern Employees Benefits Services (NEBS) Pension Plan. The NEBS pension plan administrator is responsible for making all determinations under the plan including determinations with respect to contributions, eligibility and entitlements to benefits. Notwithstanding any other provisions of this Agreement, this Article does not apply to seasonal or casual employees.

ARTICLE 39 - SEXUAL HARASSMENT

39.01 The City of Yellowknife is committed to promoting a work environment which is free from sexual harassment. Every employee has the right to freedom from harassment in the work place because of sex by the employer or agent of the employer or by another employee.

39.02 Sexual harassment is defined as any conduct, gesture or contact of a sexual nature that:

(a) is likely to cause offense or humiliation; or

(b) might on reasonable grounds, be perceived by an employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.

39.03 A grievance under this Article may be initiated at any step of the grievance procedure. A grievance under this Article will be handled with all possible confidentiality and dispatch.

39.04 The Employer agrees to maintain and administer a current harassment in the workplace policy.

ARTICLE 40 – LONG JOHN JAMBOREE

40.01 When the employer provides employees in the Bargaining Unit who are scheduled to work time off with pay to celebrate during Long John Jamboree, those employees who are unable to take advantage of the time off because of operational requirements shall be granted equivalent time off at a time mutually agreed between the employee and the supervisor, or pay in lieu at straight time rates.

ARTICLE 41 - SAFETY EQUIPMENT

41.01 Where the conditions of employment require the use of safety equipment listed below, the Employer shall make the following equipment available to employees for their use while working under conditions which necessitate its use:

(a) welding apron
(b) welding goggles, welding gloves
(c) dust protection masks for shop and street sweeper
(d) eye protection masks for bench grinder
(e) rubber apron for work with chemicals
(f) gas masks and canisters for arena, pool and sewer and water maintenance operations
(g) insulated gloves for steam use, Pumphouse and Water and Sewer division
(h) ear protectors for noise, safety glasses, hard hats.

ARTICLE 42 - SAFETY FOOTWEAR

42.01 An annual allowance of two hundred ($200.00) dollars will be provided to those employees who the Employer or the Workers' Safety and Compensation Commission deems to require safety footwear. This allowance shall be paid on the employee's anniversary date of employment.

ARTICLE 43 - COVERALLS, SMOCK AND SWIMSUIT ALLOWANCE

43.01 The Employer will provide an allowance of two hundred and fifty ($250.00) dollars per year towards the purchase of coveralls, smocks and swimsuits as deemed necessary and appropriate by the Department Head. This allowance will be paid to permanent employees and shall be paid on the employee's anniversary date of employment.

ARTICLE 44 - SEASONAL, CASUAL, PART-TIME, AND TERM EMPLOYEES

44.01 Seasonal Employees

Seasonal Employees shall be entitled to the provisions of the Collective Agreement, except as follows:

(i)	Article 15	A seasonal employee shall only have seniority standing amongst other seasonal employees.
(ii)	Article 20	A seasonal employee shall not be eligible for the provisions under Article 20 - Job Security, Lay-Off, and Recall to Service.
(iii)	Article 23.04	A seasonal employee shall be eligible for a merit pay increase, in accordance with Article 23.04, upon completion of each twelve (12) months of accumulative employment.
(iv)	Article 28	Designated Paid Holidays - unless they have worked 30 days in the previous twelve months;
(v)	Article 29	A seasonal employee shall not be entitled to the provisions under Article 29 - Vacation Leave, except as follows: A seasonal employee shall receive vacation pay at the rate of four percent (4%) of accumulated earnings upon completion of seasonal work period until the completion of twelve (12) months of service. For each succeeding seasonal work period, or portion thereof, a seasonal employee shall receive vacation pay at the rate of six percent (6%) of accumulated earnings at the end of each seasonal work period.
(vi)	Article 30	Sick Leave
(vii)	Article 31	Special Leave, except subsections 31.02(b) and 31.04.
(viii)	Article 32	Other Types of Leave, except Article 32.0**2** (Court Leave) **and Article 32.09 (Domestic Violence Leave).**
(ix)	Article 34	Group Benefit Plans
(x)	Article 35	Housing Allowance
(xi)	Article 38	Pension Plan
(xii)	**Article 49**	**Deferred Salary Leave**

44.02 Casual **Full-Time** Employees

(a) **C**asual **full-time** employees' terms of employment shall not exceed four (4) months. **Casual full-time employees who are employed for more than four (4) months shall become term employees.**

(b) Notwithstanding (a) above, in exceptional or unusual circumstances, a casual **full-time** employee's term of employment may be extended beyond four (4) months by mutual consent between the Employer and the **Union.**

(c) The Employer shall not engage a series of casual full-time employees in lieu of establishing a permanent position or filling a vacant position unless by mutual consent between the Employer and the Union.

(d) The Employer shall not engage in systematic release and rehire of casual full-time employees into the same positions as a means of avoiding the creation of a term position of more than four (4) months or permanent position.

(e) A casual **full-time** employee shall be entitled to the provisions of this Collective Agreement, except as follows:

(i) Article 15 Seniority

(ii) Article 18 Classification

(iii) Article 20 Job Security, Lay-Off and Recall to Service

(iv) Article 27 Severance Pay

(v) Article 28 Designated Paid Holidays - unless they have worked 30 days in the previous twelve months;

(vi) Article 29 A casual employee shall not be entitled to the provisions under Article 29 - Vacation Leave, except as follows:
A casual employee shall receive vacation pay at the rate of four percent (4%) of accumulated earnings upon separation from the City.

(vii) Article 30 Sick Leave

(viii) Article 31 Special Leave

(ix) Article 32 Other Types of Leave, **except Article 32.09 (Domestic Violence Leave)**

(x) Article 34 Group Benefit Plans

(xi) Article 35 Housing Allowance

(xii) Article 38 Pension Plan

(xiii) Article 43 Coveralls, Smock and Swimsuit Allowance

(xiv) Article 49 Deferred Salary Leave

(**f**) Casual **full-time** employees shall be entitled to a maximum of two (2) days leave without pay, for the purpose of sick leave, during their term of employment.

(**g**) When casual **full-time** employees are required to perform the duties of a position which is a part of Appendix A, Part I, they will be paid at Step 1 of the appropriate pay range on Appendix A, Part II.

Note: Casual journey-**level tradespersons** start at Step 3 of their pay range.

44.03 Casual Part-Time Employees

Casual Part-Time employees shall be entitled to the provisions of the Collective Agreement except as follows:

(i) Article 15 Seniority - does not apply to casual part-time employees.

(ii) Article 21 Hours of Work - the normal hours of work for casual part-time employees shall be scheduled, insofar as they can be scheduled, not to exceed eight (8) hours or seven and one half (7 ½) hours for classifications included in Part I of Appendix A per day, exclusive of lunch periods; and forty (40) hours or thirty-seven and one-half (37 ½) hours for those classifications included in Part I of Appendix A per week. Where the hours of work exceed eight (8) or seven and one-half (7 ½) per day or forty (40) or thirty-seven and one-half (37 ½) per week, the overtime provisions of this Agreement shall apply.

(iii) Article 23.04 Merit Pay Increase - a casual part-time employee shall be eligible for a merit pay increase, in accordance with Article 23.04, upon completion of an accumulation of hours equal to the normal annual hours of work for the classification of this position.

(iv) Article 25 Shift Premium - does not apply to casual part-time employees.

(v) Article 28 Designated Paid Holidays – casual part-time employees shall be paid for the designated paid holidays to which they are entitled at their straight-time rate of pay for hours which shall be determined by dividing the average weekly number of hours worked by the employee in the eight (8) weeks preceding the

holiday or from the commencement of their employment, whichever is the lesser amount, by five (5).

(vi) Article 29 Vacation Leave - does not apply to casual part-time employees. A casual part-time employee shall receive vacation pay at the rate of four (4%) percent of accumulated earnings upon separation from the City or on the last pay period of each fiscal year, until reaching an accumulated total of hours worked equal to the normal annual hours of work for the classification of their position. In each succeeding year thereafter, a casual part-time employee shall receive six (6%) percent of their accumulated earnings.

(vii) Article 30 Sick Leave;

(viii) Article 31 Special Leave;

(ix) Article 32 Other Types of Leave;

(x) Article 34 Group Benefit Plans

(xi) Article 35 Housing Allowance

(xii) Article 38 Pension Plan

(xiii) Article 40 Long John Jamboree

(xiv) Article 49 Deferred Salary Leave

44.04 Term Employees

(a) **Subject to 44.04(b), a** term employee means a person employed on a temporary basis for a specific purpose and for a period not exceeding twelve (12) months, unless agreed to by both the Union and the Employer. Prior to the engaging of a term employee, the Employer agrees to inform the Union of the purpose for which the employee is to be engaged and the anticipated length of time. A term employee shall be entitled to all of the provisions of the Collective Agreement from the first day of employment, subject to the length of employment and as determined by the Plan Administrator for insurance and pension plans.

(b) An employee on Maternity Leave **or Parental Leave** shall only be replaced by a term employee. **Such term employee may be employed for a period of more than twelve (12) months where the length of Parental Leave or combined Maternity and Parental Leave exceeds twelve months.**

(c) The Employer shall not engage a term employee**, or a series of term employees,** in lieu of establishing a permanent position or filling a vacant position unless by mutual consent between the Employer and the Union.

(d) Term employees shall have a probationary period of six (6) months if their period of employment exceeds six (6) months. The probationary period will be waived if the employee returns to the same position within eighteen (18) months provided the employee successfully completed the probationary period in the previous term.

(e) Term employees may not receive vacation leave with pay prior to six (6) months of employment. If a term employee is subsequently hired into a permanent position, provided their employment has not been broken by a period of more than ten (10) consecutive days and provided the term was at least six months, Article 29.02 shall not apply.

(f) Term employees shall not be eligible for Deferred Salary Leave.

44.05 Permanent Part-Time Employees

Any employee hired on a permanent part-time basis, where the hours of work are twenty (20) or more per week, but less than thirty-seven and one-half hours per week, shall be entitled to all the provisions of this collective agreement but on a pro-rated basis. All benefits and entitlements are to be pro-rated and reduced to the same proportion that their normal hours of work bear to the normal hours of work of permanent full-time employees.

ARTICLE 45 – COOLING OFF PERIOD

45.01 An employee may, within twenty-four (24) hours of resigning, withdraw such resignation. The Employer will not process a resignation until twenty-four (24) hours have elapsed. An employee shall take advantage of this Article only once during the term of the Collective Agreement.

ARTICLE 46 – TOOL ALLOWANCE

46.01 Each Mechanic, Heavy Duty Mechanic and Fleet Supervisor (provided the Fleet Supervisor is a journeyperson mechanic or heavy duty mechanic) shall receive a tool allowance of five hundred ($500) dollars per year, payable upon their anniversary date each year.

ARTICLE 47 – SOCIAL JUSTICE FUND

47.01 The Employer shall contribute one cent (1¢) per hour worked to the PSAC Social Justice Fund and such contributions will be made for all hours worked by each employee in the Bargaining Unit. Contributions to the Fund will be made quarterly, in the middle of the month immediately following completion of each fiscal quarter year, and such

contributions remitted to the PSAC National Office. Contributions to the Fund are to be utilized strictly for the purposes specified in the Letters Patent of the PSAC Social Justice Fund.

ARTICLE 48 – EMPLOYEE LIABILITY INSURANCE

The Employer agrees to maintain liability insurance to cover employees under this Agreement.

ARTICLE 49 – DEFERRED SALARY LEAVE

49.01 The deferred salary leave plan enables permanent employees to take six (6) months of leave from the Employer, and to finance this leave through a deferral of salary in previous years.

49.02 Under this plan, participating employees agree to defer a portion of their salary for four and one half (4 1/2) consecutive years and the Employer agrees to grant the employee leave in the last six (6) months of the fifth year, and to use the amounts deferred in the previous four and one half (4 1/2) years to pay the employee's salary during the period of the leave. Participation in the plan is subject to operational requirements.

49.03 During the period of leave, employees may engage in whatever activities they wish, except to be employed with the Employer in any capacity, including casual employment.

49.04 The individual plan for each participating employee is a five and a half (5 ½) year period consisting of the following:

(a) The first four and one half (4 ½) consecutive years during which the employee draws 90% of salary earned in each of the four years and six months and defers the remaining 10%;

(b) The last six (6) consecutive months of the fifth consecutive year in which the employee takes the leave, and is paid from the amounts deferred above; and

(c) The first six (6) consecutive months of the sixth consecutive year in which the employee returns to employment with the Employer for a minimum of six (6) months.

49.05 Participation can begin at any time during the year.

49.06 The Employer must ensure that approved leaves do not impair the future operation of the organization.

49.07 Employees make written application to the Employer. Applications will state the proposed start of the salary deferral and the proposed period of leave. Employees will be notified of the approval of their application at least six (6) weeks prior to the start of the salary deferral.

49.08 **Each participant will sign an agreement covering the details of the plan.**

49.09 **In each year of the plan preceding the period of the leave, the employee will be paid 90% of the applicable salary. The remaining 10% of salary will be deferred and this amount will be retained by the Employer to finance payments during the period of leave.**

49.10 **The deferred salary will be retained by the Employer. A statement of the employee's deferred amount will be provided at each anniversary of the plan.**

49.11 **During the period of leave, the employee shall receive one thirteenth of the deferred amount each pay period, less applicable deductions. No additional payments to the employee can be made such as loans, subsidies, allowances or salary, and the employee shall not accrue any leave credits or other employment related benefits.**

49.12 **Income Tax will be deducted in accordance with the provisions of the *Income Tax Act* and its Regulations.**

49.13 **Pension and all benefits will be provided in accordance with the plan provisions. The Employer will not be responsible for the Employer or the employee portion of pension or benefit contributions during the leave period.**

49.14 **Upon return from leave, the Employer will, wherever possible, place the employee in the position held at the commencement of the leave. If the employee's position is deleted from the establishment while the employee is on leave, upon return from the leave, the employee will be entitled to the same rights and benefits had the employee been in the position when it was deleted.**

49.15 **The eligibility date for a Merit Pay Increase and Long Service Bonus shall be deferred by the length of the leave, and shall be moved to a date which provides for a total of twelve (12) months of active employment between anniversary dates.**

49.16 **The Employer shall cancel participation in the plan and shall refund, within sixty (60) days, the total deferred amount, if the employee dies or employment is otherwise terminated.**

49.17 **Where operational requirements would not be met if the employee proceeded on leave in the fifth year, or where exceptional changes in personal circumstances make the leave unfeasible, the Employer will give the employee the choice of the following:**

(a) **withdrawing from the plan and taking a refund of the total deferred amount;**

or

(b) **deferring the period of leave to either the sixth or seventh consecutive year or to some other mutually agreeable time.**

49.18 When the Employer requires the employee to withdraw from the plan or defer the period of the leave due to operational requirements under 49.17, the employee shall be reimbursed for reasonable expenses, as normally defined by the Employer, that they incur for themselves or their dependents, in respect of any non-refundable deposits or pre-arrangements associated with the leave, up to a maximum of three thousand dollars ($3,000.00).

49.19 Where the Employer has proposed to change or deny the leave or participation in the DSLP pursuant to 49.02, 49.06, 49.17, the Employer shall provide the employee with the reasons, in writing, for such change or denial.

49.20 Upon withdrawal from the plan the total deferred amount will be repaid to the employee within sixty (60) days from the notification of withdrawal.

ARTICLE **50**- AGREEMENT RE-OPENER

50.01 This Agreement, other than its term, may be amended by mutual consent.

ARTICLE **51** - DURATION AND RENEWAL

5**1**.01 (a) The term of this Agreement shall be from January 1, 201**9** to December 31, 20**21**.

(b) The salary schedules shall take effect from the dates specified in the schedules.

(c) All other provisions of this Agreement take effect on the date of ratification, unless another date is expressly stated.

5**1**.02 Notwithstanding Article 50.01, the provisions of this Agreement, including the provisions for the adjustment of disputes in Article 14, shall remain in effect during the negotiations for its renewal, and until either a new Collective Agreement becomes effective or until the provisions of Section 89(1) of the *Canada Labour Code* have been met.

5**1**.03 Either party to this Agreement may, within the period of four (4) months immediately preceding the date of expiration of the term of this Agreement, by written notice, require the other party to this Agreement to commence collective bargaining with a view to the conclusion, renewal or revision of this Agreement in accordance with Section 49(1) of the *Canada Labour Code.*

5**1**.04 Where notice to bargain collectively has been given under Article 49.03, the Employer shall not alter the rates of pay or any term or condition of employment or any right or privilege of the employees, or any right or privilege of the Union until a renewal or revision of this Agreement has been concluded, or until the provisions of Section 89(1) of the *Canada Labour Code* have been met, unless the Union consents to the alteration of such a term or condition, or such a right or privilege.

Signed this 29 day of September, 2020

THE CITY OF YELLOWKNIFE

Marie Couturier
Manager, Human Resources

Katherine Macdonald
Manager, Financial Services

Grant White
Director, Community Services

Michelle Theriault
Negotiator

THE PUBLIC SERVICE ALLIANCE OF CANADA

Jack Bourassa
Regional Executive VP North, PSAC

Holly Ferris
Member, Local X0345

Reilly MacNeil
Member, Local X0345

Geraldine Penney
Member, Local X0345

Bob Taylor
Member, Local X0345

Martin Rioux
Negotiator

APPENDIX A - PART I

Range	Position Title
1	
2	
3	* Pool Cashier
	* Program Cashier/Receptionist
	Receptionist
	* Equipment Operator I
	* Works Maintainer
	* Booking Clerk
4	*Parks & Outdoor Facilities Maintainer I
	*Facilities Maintainer
	*Lifeguard/Instructor
	Municipal Enforcement Clerk
	*Administrative Assistant (City Garage)
	*Administrative Assistant (Solid Waste Facility)
	Administrative Assistant (Administration)
	Administrative Assistant (Fire Division)
	*Water & Sewer Maintainer I
	*Solid Waste Facility Attendant I
	Finance Officer
	*Pool Maintainer II
	Library Assistant
	*Fieldhouse Maintainer
	*Fieldhouse/Pool Maintainer
	Customer Service Representative
	Customer Service and Finance Officer
	Budgeting & Taxation Officer
5	Senior Customer Service Representative
	*Equipment Operator II
	Procurement Officer
	*Storekeeper
	*Water & Sewer Maintainer II
	*Pumphouse & Liftstation Maintainer IIB
	*Assistant Pool Supervisor
	*Solid Waste Facility Attendant II
	Assistant Deputy Clerk
	*Special Events Coordinator
	*Emergency Dispatcher

Range	Position Title
	*Water Treatment Plant Operator
	*Parks & Outdoor Facilities Maintainer II
	*Works Operator
	***Relief Emergency Dispatcher**
	***Assistant Indoor Facilities Supervisor**
	***Facilities Tradesperson Assistant**
6	Library Technician
	*Heavy Duty Mechanic
	*Mechanic
	*Program Coordinator
	Geomatics Officer
	*Pumphouse & Liftstation Tradesperson
	Network Support Specialist
	Information Technology Support Specialist
	*Inventory Controller
	Planning Coordinator
	Grant Writer and Funding Analyst
7	Communications & Economic Development Officer
	Building Inspector II
	*Pool Supervisor
	*Fleet Supervisor
	Homelessness **Specialist**
	*Parks & Outdoor Facilities Supervisor
	*Supervisor, Water & Sewer
	*Supervisor, Roads & Sidewalks
	*Indoor Facilities Supervisor
	*Supervisor, Solid Waste Facility
	*Sustainability Projects Coordinator
	Supervisor, Customer Service and Finance
	*Emergency Dispatch Supervisor
	***Facilities Tradesperson**
	Financial Analyst
	Indigenous Relations Advisor
8	Public Services Librarian
	Planner
	*Municipal Engineer
	Development and Lands Officer
	***Supervisor, Water Treatment & Wastewater Disposal**

* Denotes positions that work forty (40) hours per week.

Appendix A – PART II
RATES OF PAY
37.5 Hours
Effective January 1, 2019 (2%)

Range		Step 1	Step 2	Step 3	Step 4	Step 5
1	Yearly	$48,678.53	$50,035.29	$51,855.39	$53,476.90	$55,991.89
	Bi weekly	$1,865.94	$1,917.94	$1,987.71	$2,049.87	$2,146.27
	Weekly	$932.97	$958.97	$993.86	$1,024.93	$1,073.13
	Hourly	$24.88	$25.57	$26.50	$27.33	$28.62
2	Yearly	$52,086.98	$53,973.29	$56,124.26	$57,944.35	$59,797.48
	Bi weekly	$1,996.59	$2,068.89	$2,151.34	$2,221.11	$2,292.15
	Weekly	$998.29	$1,034.45	$1,075.67	$1,110.56	$1,146.07
	Hourly	$26.62	$27.59	$28.68	$29.61	$30.56
3	Yearly	$54,436.56	$56,488.27	$58,639.25	$60,889.51	$63,106.71
	Bi weekly	$2,086.65	$2,165.30	$2,247.75	$2,334.00	$2,418.99
	Weekly	$1,043.33	$1,082.65	$1,123.87	$1,167.00	$1,209.50
	Hourly	$27.82	$28.87	$29.97	$31.12	$32.25
4	Yearly	$60,492.55	$62,676.50	$65,687.86	$68,368.35	$70,949.51
	Bi weekly	$2,318.79	$2,402.50	$2,517.93	$2,620.68	$2,719.62
	Weekly	$1,159.39	$1,201.25	$1,258.97	$1,310.34	$1,359.81
	Hourly	$30.92	$32.03	$33.57	$34.94	$36.26
5	Yearly	$64,397.28	$67,640.31	$70,916.45	$74,821.32	$78,990.90
	Bi weekly	$2,468.46	$2,592.77	$2,718.36	$2,868.04	$3,027.86
	Weekly	$1,234.23	$1,296.39	$1,359.18	$1,434.02	$1,513.93
	Hourly	$32.91	$34.57	$36.24	$38.24	$40.37
6	Yearly	$72,802.68	$76,409.72	$80,182.21	$84,153.28	$86,999.20
	Bi weekly	$2,790.66	$2,928.92	$3,073.53	$3,225.75	$3,334.84
	Weekly	$1,395.33	$1,464.46	$1,536.76	$1,612.87	$1,667.42
	Hourly	$37.21	$39.05	$40.98	$43.01	$44.46
7	Yearly	$78,097.42	$81,935.24	$86,072.64	$90,341.49	$94,180.21
	Bi weekly	$2,993.61	$3,140.73	$3,299.32	$3,462.95	$3,610.10
	Weekly	$1,496.81	$1,570.36	$1,649.66	$1,731.48	$1,805.05
	Hourly	$39.91	$41.88	$43.99	$46.17	$48.13
8	Yearly	$82,631.05	$86,767.54	$91,069.54	$95,768.62	$100,434.61
	Bi weekly	$3,167.40	$3,325.96	$3,490.86	$3,670.98	$3,849.84
	Weekly	$1,583.70	$1,662.98	$1,745.43	$1,835.49	$1,924.92
	Hourly	$42.23	$44.35	$46.54	$48.95	$51.33

Appendix A – PART II
RATES OF PAY
40 Hours
Effective January 1, 2019 (2%)

Range		Step 1	Step 2	Step 3	Step 4	Step 5
1	Yearly	$51,922.83	$53,370.07	$55,311.44	$57,041.08	$59,723.76
	Bi weekly	$1,990.30	$2,045.77	$2,120.19	$2,186.49	$2,289.32
	Weekly	$995.15	$1,022.89	$1,060.09	$1,093.24	$1,144.66
	Hourly	$24.88	$25.57	$26.50	$27.33	$28.62
2	Yearly	$55,558.57	$57,570.56	$59,864.94	$61,806.36	$63,783.04
	Bi weekly	$2,129.66	$2,206.78	$2,294.73	$2,369.15	$2,444.92
	Weekly	$1,064.83	$1,103.39	$1,147.37	$1,184.57	$1,222.46
	Hourly	$26.62	$27.58	$28.68	$29.61	$30.56
3	Yearly	$58,064.71	$60,253.21	$62,547.63	$64,947.93	$67,312.87
	Bi weekly	$2,225.73	$2,309.61	$2,397.56	$2,489.57	$2,580.22
	Weekly	$1,112.86	$1,154.81	$1,198.78	$1,244.79	$1,290.11
	Hourly	$27.82	$28.87	$29.97	$31.12	$32.25
4	Yearly	$64,524.32	$66,854.03	$70,066.15	$72,925.31	$75,678.57
	Bi weekly	$2,473.33	$2,562.64	$2,685.76	$2,795.36	$2,900.90
	Weekly	$1,236.67	$1,281.32	$1,342.88	$1,397.68	$1,450.45
	Hourly	$30.92	$32.03	$33.57	$34.94	$36.26
5	Yearly	$68,689.52	$72,148.76	$75,643.28	$79,808.46	$84,256.04
	Bi weekly	$2,632.99	$2,765.59	$2,899.54	$3,059.20	$3,229.69
	Weekly	$1,316.50	$1,382.80	$1,449.77	$1,529.60	$1,614.84
	Hourly	$32.91	$34.57	$36.24	$38.24	$40.37
6	Yearly	$77,655.30	$81,502.79	$85,526.80	$89,762.61	$92,798.24
	Bi weekly	$2,976.67	$3,124.15	$3,278.40	$3,440.76	$3,557.12
	Weekly	$1,488.33	$1,562.07	$1,639.20	$1,720.38	$1,778.56
	Hourly	$37.21	$39.05	$40.98	$43.01	$44.46
7	Yearly	$83,302.99	$87,397.62	$91,809.88	$96,363.39	$100,457.95
	Bi weekly	$3,193.15	$3,350.11	$3,519.24	$3,693.78	$3,850.73
	Weekly	$1,596.58	$1,675.05	$1,759.62	$1,846.89	$1,925.37
	Hourly	$39.91	$41.88	$43.99	$46.17	$48.13
8	Yearly	$88,138.86	$92,551.18	$97,139.92	$102,150.82	$107,129.35
	Bi weekly	$3,378.52	$3,547.65	$3,723.55	$3,915.62	$4,106.46
	Weekly	$1,689.26	$1,773.83	$1,861.77	$1,957.81	$2,053.23
	Hourly	$42.23	$44.35	$46.54	$48.95	$51.33

APPENDIX A - PART III
RATES OF PAY
CASUAL POSITIONS

Effective January 1, 2019 (2%)

Position Title	Range	Hourly Rate
Cashier Library Page	A	$15.64
Pool Assistant Arena Assistant	B	$20.34
Day Camp Leader (P/T)	C	$21.44
Lifeguard/Instructor I Receptionist I	D	$22.59
Labourer Day Camp Leader (F/T) Booking Clerk I	E	$23.73
Special Events Assistant Senior Day Camp Leader	F	$24.57
Finance Clerk Secretary I Administrative Assistant I Lifeguard/Instructor II Day Camp Coordinator Customer Service Representative I Facilities/Fieldhouse/Pool Maintainer I	G	$26.28
Planner I Engineer I	H	$35.89

Appendix A – PART II
RATES OF PAY
37.5 Hours
Effective January 1, 2020 (1.75%)

Range		Step 1	Step 2	Step 3	Step 4	Step 5
1	Yearly	$49,530.40	$50,910.91	$52,762.86	$54,412.75	$56,971.75
	Bi weekly	$1,898.59	$1,951.51	$2,022.50	$2,085.74	$2,183.83
	Weekly	$949.29	$975.75	$1,011.25	$1,042.87	$1,091.91
	Hourly	$25.31	$26.02	$26.97	$27.81	$29.12
2	Yearly	$52,998.50	$54,917.82	$57,106.43	$58,958.38	$60,843.94
	Bi weekly	$2,031.53	$2,105.10	$2,188.99	$2,259.98	$2,332.26
	Weekly	$1,015.76	$1,052.55	$1,094.50	$1,129.99	$1,166.13
	Hourly	$27.09	$28.07	$29.19	$30.13	$31.10
3	Yearly	$55,389.20	$57,476.81	$59,665.44	$61,955.08	$64,211.08
	Bi weekly	$2,123.17	$2,203.19	$2,287.08	$2,374.85	$2,461.33
	Weekly	$1,061.58	$1,101.59	$1,143.54	$1,187.42	$1,230.66
	Hourly	$28.31	$29.38	$30.49	$31.66	$32.82
4	Yearly	$61,551.17	$63,773.34	$66,837.40	$69,564.80	$72,191.13
	Bi weekly	$2,359.37	$2,444.55	$2,562.00	$2,666.54	$2,767.22
	Weekly	$1,179.68	$1,222.27	$1,281.00	$1,333.27	$1,383.61
	Hourly	$31.46	$32.59	$34.16	$35.55	$36.90
5	Yearly	$65,524.23	$68,824.02	$72,157.49	$76,130.69	$80,373.24
	Bi weekly	$2,511.66	$2,638.15	$2,765.93	$2,918.23	$3,080.85
	Weekly	$1,255.83	$1,319.07	$1,382.96	$1,459.11	$1,540.43
	Hourly	$33.49	$35.18	$36.88	$38.91	$41.08
6	Yearly	$74,076.73	$77,746.89	$81,585.40	$85,625.96	$88,521.69
	Bi weekly	$2,839.49	$2,980.18	$3,127.32	$3,282.20	$3,393.20
	Weekly	$1,419.75	$1,490.09	$1,563.66	$1,641.10	$1,696.60
	Hourly	$37.86	$39.74	$41.70	$43.76	$45.24
7	Yearly	$79,464.12	$83,369.11	$87,578.91	$91,922.47	$95,828.36
	Bi weekly	$3,046.00	$3,195.69	$3,357.06	$3,523.55	$3,673.27
	Weekly	$1,523.00	$1,597.84	$1,678.53	$1,761.78	$1,836.64
	Hourly	$40.61	$42.61	$44.76	$46.98	$48.98
8	Yearly	$84,077.09	$88,285.97	$92,663.26	$97,444.57	$102,192.22
	Bi weekly	$3,222.83	$3,384.16	$3,551.95	$3,735.23	$3,917.21
	Weekly	$1,611.41	$1,692.08	$1,775.97	$1,867.61	$1,958.61
	Hourly	$42.97	$45.12	$47.36	$49.80	$52.23

Appendix A – PART II
RATES OF PAY
40 Hours
Effective January 1, 2020 (1.75%)

Range		Step 1	Step 2	Step 3	Step 4	Step 5
1	Yearly	$52,831.48	$54,304.05	$56,279.39	$58,039.30	$60,768.93
	Bi weekly	$2,025.13	$2,081.57	$2,157.29	$2,224.75	$2,329.38
	Weekly	$1,012.56	$1,040.79	$1,078.65	$1,112.38	$1,164.69
	Hourly	$25.31	$26.02	$26.97	$27.81	$29.12
2	Yearly	$56,530.84	$58,578.04	$60,912.58	$62,887.97	$64,899.24
	Bi weekly	$2,166.93	$2,245.40	$2,334.89	$2,410.61	$2,487.70
	Weekly	$1,083.46	$1,122.70	$1,167.44	$1,205.30	$1,243.85
	Hourly	$27.09	$28.07	$29.19	$30.13	$31.10
3	Yearly	$59,080.84	$61,307.64	$63,642.21	$66,084.52	$68,490.85
	Bi weekly	$2,264.68	$2,350.03	$2,439.52	$2,533.14	$2,625.38
	Weekly	$1,132.34	$1,175.02	$1,219.76	$1,266.57	$1,312.69
	Hourly	$28.31	$29.38	$30.49	$31.66	$32.82
4	Yearly	$65,653.50	$68,023.98	$71,292.31	$74,201.50	$77,002.94
	Bi weekly	$2,516.62	$2,607.48	$2,732.76	$2,844.28	$2,951.66
	Weekly	$1,258.31	$1,303.74	$1,366.38	$1,422.14	$1,475.83
	Hourly	$31.46	$32.59	$34.16	$35.55	$36.90
5	Yearly	$69,891.59	$73,411.36	$76,967.04	$81,205.11	$85,730.52
	Bi weekly	$2,679.07	$2,813.99	$2,950.29	$3,112.74	$3,286.21
	Weekly	$1,339.54	$1,406.99	$1,475.14	$1,556.37	$1,643.10
	Hourly	$33.49	$35.17	$36.88	$38.91	$41.08
6	Yearly	$79,014.27	$82,929.09	$87,023.52	$91,333.46	$94,422.21
	Bi weekly	$3,028.76	$3,178.82	$3,335.77	$3,500.98	$3,619.37
	Weekly	$1,514.38	$1,589.41	$1,667.88	$1,750.49	$1,809.69
	Hourly	$37.86	$39.74	$41.70	$43.76	$45.24
7	Yearly	$84,760.79	$88,927.08	$93,416.55	$98,049.75	$102,215.96
	Bi weekly	$3,249.03	$3,408.73	$3,580.82	$3,758.42	$3,918.12
	Weekly	$1,624.52	$1,704.37	$1,790.41	$1,879.21	$1,959.06
	Hourly	$40.61	$42.61	$44.76	$46.98	$48.98
8	Yearly	$89,681.29	$94,170.83	$98,839.87	$103,938.46	$109,004.11
	Bi weekly	$3,437.65	$3,609.74	$3,788.71	$3,984.15	$4,178.32
	Weekly	$1,718.82	$1,804.87	$1,894.36	$1,992.07	$2,089.16
	Hourly	$42.97	$45.12	$47.36	$49.80	$52.23

APPENDIX A - PART III
RATES OF PAY
CASUAL POSITIONS

Effective January 1, 2020 (1.75%)

Position Title	Range	Hourly Rate
Cashier Library Page	A	$15.91
Pool Assistant Arena Assistant	B	$20.69
Day Camp Leader (P/T)	C	$21.82
Lifeguard/Instructor I Receptionist I	D	$22.99
Labourer Day Camp Leader (F/T) Booking Clerk I	E	$24.14
Special Events Assistant Senior Day Camp Leader	F	$25.00
Finance Clerk Secretary I Administrative Assistant I Lifeguard/Instructor II Day Camp Coordinator Customer Service Representative I Facilities/Fieldhouse/Pool Maintainer I	G	$26.74
Planner I Engineer I	H	$36.52

Appendix A – PART II
RATES OF PAY
37.5 Hours
Effective January 1, 2021(2%)

Range		Step 1	Step 2	Step 3	Step 4	Step 5
1	Yearly	$50,521.01	$51,929.13	$53,818.12	$55,501.01	$58,111.19
	Bi weekly	$1,936.56	$1,990.54	$2,062.95	$2,127.45	$2,227.51
	Weekly	$968.28	$995.27	$1,031.47	$1,063.73	$1,113.75
	Hourly	$25.82	$26.54	$27.51	$28.37	$29.70
2	Yearly	$54,058.47	$56,016.18	$58,248.56	$60,137.55	$62,060.82
	Bi weekly	$2,072.16	$2,147.20	$2,232.77	$2,305.18	$2,378.90
	Weekly	$1,036.08	$1,073.60	$1,116.39	$1,152.59	$1,189.45
	Hourly	$27.63	$28.63	$29.77	$30.74	$31.72
3	Yearly	$56,496.98	$58,626.35	$60,858.75	$63,194.18	$65,495.30
	Bi weekly	$2,165.63	$2,247.25	$2,332.83	$2,422.35	$2,510.55
	Weekly	$1,082.82	$1,123.63	$1,166.41	$1,211.17	$1,255.28
	Hourly	$28.88	$29.96	$31.10	$32.30	$33.47
4	Yearly	$62,782.19	$65,048.81	$68,174.15	$70,956.10	$73,634.95
	Bi weekly	$2,406.55	$2,493.44	$2,613.24	$2,719.87	$2,822.56
	Weekly	$1,203.28	$1,246.72	$1,306.62	$1,359.94	$1,411.28
	Hourly	$32.09	$33.25	$34.84	$36.26	$37.63
5	Yearly	$66,834.71	$70,200.50	$73,600.64	$77,653.30	$81,980.70
	Bi weekly	$2,561.89	$2,690.91	$2,821.25	$2,976.59	$3,142.47
	Weekly	$1,280.95	$1,345.46	$1,410.62	$1,488.30	$1,571.23
	Hourly	$34.16	$35.88	$37.62	$39.69	$41.90
6	Yearly	$75,558.26	$79,301.83	$83,217.11	$87,338.48	$90,292.12
	Bi weekly	$2,896.28	$3,039.78	$3,189.86	$3,347.84	$3,461.06
	Weekly	$1,448.14	$1,519.89	$1,594.93	$1,673.92	$1,730.53
	Hourly	$38.62	$40.53	$42.53	$44.64	$46.15
7	Yearly	$81,053.40	$85,036.49	$89,330.49	$93,760.92	$97,744.93
	Bi weekly	$3,106.92	$3,259.60	$3,424.20	$3,594.02	$3,746.74
	Weekly	$1,553.46	$1,629.80	$1,712.10	$1,797.01	$1,873.37
	Hourly	$41.43	$43.46	$45.66	$47.92	$49.96
8	Yearly	$85,758.63	$90,051.69	$94,516.53	$99,393.46	$104,236.06
	Bi weekly	$3,287.28	$3,451.84	$3,622.99	$3,809.93	$3,995.56
	Weekly	$1,643.64	$1,725.92	$1,811.49	$1,904.97	$1,997.78
	Hourly	$43.83	$46.02	$48.31	$50.80	$53.27

Appendix A – PART II
RATES OF PAY
40 Hours
Effective January 1, 2021 (2%)

Range		Step 1	Step 2	Step 3	Step 4	Step 5
1	Yearly	$53,888.11	$55,390.13	$57,404.98	$59,200.09	$61,984.31
	Bi weekly	$2,065.63	$2,123.20	$2,200.44	$2,269.25	$2,375.97
	Weekly	$1,032.81	$1,061.60	$1,100.22	$1,134.62	$1,187.99
	Hourly	$25.82	$26.54	$27.51	$28.37	$29.70
2	Yearly	$57,661.46	$59,749.60	$62,130.83	$64,145.73	$66,197.22
	Bi weekly	$2,210.27	$2,290.31	$2,381.59	$2,458.82	$2,537.46
	Weekly	$1,105.13	$1,145.15	$1,190.79	$1,229.41	$1,268.73
	Hourly	$27.63	$28.63	$29.77	$30.74	$31.72
3	Yearly	$60,262.46	$62,533.79	$64,915.05	$67,406.21	$69,860.67
	Bi weekly	$2,309.97	$2,397.03	$2,488.31	$2,583.80	$2,677.89
	Weekly	$1,154.98	$1,198.52	$1,244.16	$1,291.90	$1,338.94
	Hourly	$28.87	$29.96	$31.10	$32.30	$33.47
4	Yearly	$66,966.57	$69,384.46	$72,718.16	$75,685.53	$78,543.00
	Bi weekly	$2,566.95	$2,659.63	$2,787.42	$2,901.16	$3,010.69
	Weekly	$1,283.47	$1,329.82	$1,393.71	$1,450.58	$1,505.35
	Hourly	$32.09	$33.25	$34.84	$36.26	$37.63
5	Yearly	$71,289.42	$74,879.59	$78,506.38	$82,829.21	$87,445.13
	Bi weekly	$2,732.65	$2,870.27	$3,009.29	$3,174.99	$3,351.93
	Weekly	$1,366.33	$1,435.13	$1,504.65	$1,587.50	$1,675.96
	Hourly	$34.16	$35.88	$37.62	$39.69	$41.90
6	Yearly	$80,594.56	$84,587.67	$88,763.99	$93,160.13	$96,310.65
	Bi weekly	$3,089.33	$3,242.40	$3,402.48	$3,571.00	$3,691.76
	Weekly	$1,544.67	$1,621.20	$1,701.24	$1,785.50	$1,845.88
	Hourly	$38.62	$40.53	$42.53	$44.64	$46.15
7	Yearly	$86,456.01	$90,705.62	$95,284.88	$100,010.75	$104,260.28
	Bi weekly	$3,314.01	$3,476.91	$3,652.44	$3,833.59	$3,996.48
	Weekly	$1,657.01	$1,738.45	$1,826.22	$1,916.80	$1,998.24
	Hourly	$41.43	$43.46	$45.66	$47.92	$49.96
8	Yearly	$91,474.92	$96,054.25	$100,816.67	$106,017.23	$111,184.19
	Bi weekly	$3,506.40	$3,681.93	$3,864.48	$4,063.83	$4,261.89
	Weekly	$1,753.20	$1,840.97	$1,932.24	$2,031.92	$2,130.95
	Hourly	$43.83	$46.02	$48.31	$50.80	$53.27

APPENDIX A - PART III
RATES OF PAY
CASUAL POSITIONS

Effective January 1, 2021 (2%)

Position Title	Range	Hourly Rate
Cashier Library Page	A	$16.23
Pool Assistant Arena Assistant	B	$21.10
Day Camp Leader (P/T)	C	$22.26
Lifeguard/Instructor I Receptionist I	D	$23.45
Labourer Day Camp Leader (F/T) Booking Clerk I	E	$24.62
Special Events Assistant Senior Day Camp Leader	F	$25.50
Finance Clerk Secretary I Administrative Assistant I Lifeguard/Instructor II Day Camp Coordinator Customer Service Representative I Facilities/Fieldhouse/Pool Maintainer I	G	$27.27
Planner I Engineer I	H	$37.25

APPENDIX B

LETTER OF UNDERSTANDING
12 HOUR SHIFT AGREEMENT

EMERGENCY DISPATCHERS

1. The working arrangement may be canceled by either party provided that sixty (60) days written notice is given to the other party. Neither party shall serve termination notice without prior discussions of the reasons for the termination being held.

2. The normal hours of work shall consist of rotating schedules where the Emergency Dispatchers work 12 hour shifts starting at 06:00 and 18:00. Scheduled days off between sets of shifts are four (4). Pay periods consist of eighty (80) hours biweekly and the shift schedule shall be such that the average regular hours worked over the course of eight (8) weeks is 320 hours. For any hours that exceed 320 every eight weeks, the employee will be paid overtime at the rate of one and a half (1 ½) times.

3. Shift premium is two dollars ($2.00) per hour for actual hours worked between 18:00 hours and 06:00 hours. Shift premium does not apply to overtime hours.

4. The Emergency Dispatch Supervisor **and the Relief Emergency Dispatcher** position**s are** designated as Relief Dispatcher**s** and **are** to be used for regularly scheduled leave or in an emergency situation for non-scheduled leave. **For the Emergency Dispatch Supervisor, when working as a Relief Dispatcher, the same provisions apply as outlined in this section. Every effort will be made to schedule the Emergency Dispatch Supervisor when working as a Relief Dispatcher so that they work forty (40) hours per week when starting or finishing relief dispatch duties.**

   For the Relief Emergency Dispatchers the same provisions apply and every effort will be made to schedule the Relief Dispatchers so that **their hours of work average out to 320 hours over the course of eight (8) weeks. For any hours that exceed 320 every eight weeks, the Employee will be paid overtime at the rate of one and a half (1 ½) times.**

5. Vacation Leave, Sick Leave, Special Leave and other types of leave are in accordance with Articles 29, 30, 31 and 32 of the Collective Agreement. All leave entitlements are accrued based on eight (8) hour days and all leave shall be taken in hours. For the purposes of applying Article 30.03(b), three (3) working days shall mean three (3) shifts.

6. <u>DESIGNATED HOLIDAYS</u>

   (i) All Emergency Dispatchers **and Relief Emergency Dispatchers** receive twelve (12) hours pay at the straight time rate for each designated holiday **that they are not required to work.**

(ii) If employees' regular shifts **commence** on a holiday and they work such a shift, they shall be entitled to receive an additional one and one-half (1 ½) times their regular pay.

(iii) If a designated holiday falls on a scheduled day of rest, the holiday shall not be moved to the next working day.

(iv) If a designated holiday falls upon a regularly scheduled shift and the employee is on any type of approved leave, the hours shall be applied to the type of approved leave.

7. OVERTIME

(i) Employees are entitled to overtime compensation for each period of **fifteen (15)** minutes worked in excess of the hours scheduled for that day at one and one-half (1 ½) times the straight time rate of pay.

(ii) Employees who are requested to work on their first two (2) regularly scheduled days of rest shall be paid one and one-half (1 ½) times their straight time rate of pay for all hours worked.

(iii) Employees who are requested to work on their last two (2) regularly scheduled days of rest shall be paid two (2) times their straight time rate of pay for all hours worked.

(iv) The Employer shall make every reasonable effort to allocate overtime work on an equitable basis among readily available, qualified employees and to give employees who are required to work overtime advance notice, where possible.

8. Except where amended above, the terms of the Collective Agreement shall apply to the Emergency Dispatchers and to the following positions when functioning as relief Emergency Dispatchers:

Emergency Dispatch Supervisor
Relief Emergency Dispatcher

9. Under the terms of the Letter of Understanding, these positions will be excluded from Article 21 (except 21.04(b) and 21.05(b)), and Article 22 (except 22.03 and 22.05) of the Collective Agreement.

APPENDIX **C**

LETTER OF UNDERSTANDING
SHIFT AGREEMENT

WATER TREATMENT PLANT OPERATORS

1. The working arrangement may be canceled by either party provided that sixty (60) days written notice is given to the other party. Neither party shall serve termination notice without prior discussions of the reasons for the termination being held.

2. The Water Treatment Plant Operators' normal hours of work shall consist of the following schedule:

   One 8-hour shift, followed by three 10-hour shifts, followed by one 8-hour shift, followed by three (3) days off. Pay periods consist of eighty (80) hours biweekly and the shift schedule shall be such that the average hours worked over the course of eight (8) weeks is 80 hours biweekly. For any hours that exceed 320 every eight weeks, the employee will be paid overtime at the rate of one and a half (1 ½) times.

3. The Pumphouse and Liftstation Maintainer IIB positions perform as "relief operator" and, as such, when they are working in a relief position, the above shift schedule shall apply to them as well. Every effort will be made to ensure their schedule averages out to eighty (80) hours biweekly over the course of the relief period. Any hours in excess of that, over the course of the relief period, will be paid out in overtime rates.

4. All leave entitlements are accrued based on eight (8) hour days and all leave taken shall be taken in hours.

5. With respect to designated holidays, all Water Treatment Plant Operators receive ten (10) hours pay at the straight time rate for each designated holiday **that they are not required to work. In addition:**

   (i) If employees' regular shifts **commence** on a holiday and they work such a shift, they shall be entitled to receive an additional one and one-half (1 ½) times their regular pay.

   (ii) If a designated holiday falls on a scheduled day of rest, the holiday shall not be moved to the next working day.

   (iii) If a designated holiday falls upon a regularly scheduled shift and the employee is on any type of approved leave, the hours shall be applied to the type of approved leave.

6. Under the terms of this Letter of Understanding, these positions are excluded from Article 21 – Hours of Work (except 21.04(b) and 21.05(b)).

7. Except where amended above, all other terms of the Collective Agreement shall apply to the Water Treatment Plant Operators and to the following positions when functioning as relief operators:

Pumphouse & Liftstation Maintainer IIB

APPENDIX **D**

LETTER OF UNDERSTANDING

The Employer shall provide the Union, every six (6) months, with information concerning the use of casual employees. The Employer shall provide the name, position title and hours worked within the reported period of all casual employees in the Bargaining Unit.

APPENDIX **E**

LETTER OF UNDERSTANDING

There shall be no contracting out if it results in the layoff, continuance of a layoff or reduction in regular hours of work of a permanent employee at the solid waste facility, for the duration of the Collective Agreement expiring December 31, 2021.

ALPHABETICAL INDEX

SUBJECT	ARTICLE	CLAUSE	PAGE
Agreement Re-opener	50	50.01	53
Application	4	4.01	7
Appointments, Probation, Promotions & Transfers	16	16.01 - .07	17-19
- Appointments		16.02	18
- Probation		16.05	18
- Promotions & Transfers		16.06	18
- Progression		16.07	19
Call-out and Reporting Pay	24	24.01 - .04	25-26
- **Remote Off Duty Work**		24.03	26
Casual **Full-time** Employees	44	44.02	47-48
Casual Part-time Employees	44	44.03	48-49
Classification	18	18.01 - .05	19-20
- New Classifications		18.05	20
Compassionate Care Leave	33	33.01 - .06	42
Conflict of Interest	8	8.01 - .02	11
Cooling Off Period	45	45.01	50
Coveralls, Smocks and Swimsuit Allowance	43	43.01	45
Deferred Salary Leave	49	49.01 - .20	51-53
Designated Paid Holidays	28	28.01 - .06	28
- Holidays Falling on a Day of Rest		28.03	28
- Holiday Coinciding with Day of Paid Leave		28.06	28
Discipline	37	37.01 - .02	44
Duration and Renewal	51	51.01 - .04	53
Emergency Dispatchers, 12 Hour Shift Agreement	App. B		66-67
Employee Liability Insurance	48		51

SUBJECT	ARTICLE	CLAUSE	PAGE
Employee-owned Motor Vehicle	36	36.01	44
Employee Performance Review & Employee Files	19	19.01 - .03	20
Employer Directives	9	9.01	11
Grievance and Arbitration Procedure	14	14.01 - .07	14-17
- Individual Grievance		14.01	14
- Policy Grievance & Discharge of an Employee		14.02	15
- Complaint Stage, Stage 1 & Stage 2		14.03	15
- Arbitration		14.04	16
- Time limits		14.05 - .07	16-17
Group Benefit Plans	34	34.01 - .04	43
- Group Benefit Plan		34.01	43
- Extended Health Benefits		34.02	43
- Dental Insurance		34.03	43
- Change of Insurance Providers		34.04	43
Harassment in the Workplace (Sexual Harassment)	39	39.04	44-45
Housing Allowance	35	35.01	43-44
Hours of Work	21	21.01 - .06	21-22
- Lunch Period		21.04	22
- Rest Periods		21.05	22
Information for Employees & the Union	13	13.01 - .05	14
Interpretation and Definitions	2	2.01 - .02	4-7
- Definitions		2.01	4-6
- Calculation of Pay		2.02	7
Job Security, Lay-Off & Recall to Service	20	20.01 - .07	20-21
Leave, Compassionate Care	33	33.01 - .06	42
Leave, Other Types	32	32.01 - .09	36-41
- Court Leave		32.02	36
- Injury-On-Duty Leave		32.03	36
- Maternity Leave		32.04	36-38
- Parental Leave without Pay		32.05	38-40
- Casual Leave		32.06	40-41
- Leave to Write Exams		32.07	41
- Leave With or Without Pay		32.08	41

SUBJECT	ARTICLE	CLAUSE	PAGE
Leave, Other Types			
- Domestic Violence Leave	32	32.09	41
Leave, Sick	30	30.01 - .09	33-35
- Accumulation of Credits		30.01	33
Leave, Special	31	31.01 - .05	35
- Marriage Leave		31.02	35
- Bereavement Leave		31.03	35
- Illness in the Family		31.04	35
- Leave for Birth or Adoption		31.05	35
Leave, Vacation	29	29.01 - .14	29-33
- Accumulation of Vacation Leave		29.01	29
- Granting of Vacation Leave		29.05	30
- Carry-over Provisions		29.08	31
- Recall from Vacation Leave		29.09	31
- Vacation Travel Allowance		29.13	32-33
- Vacation Travel Time		29.14	33
Long John Jamboree	40	40.01	45
Management Rights	6	6.01	8
No Discrimination	5	5.01 - .02	7-8
Overtime	22	22.01 - .05	22-24
- Accumulation of Overtime (Lieu Time)		22.05	23-24
Pay	23	23.01 - .07	24-25
- Promotion		23.02	24
- Acting Pay		23.03	24
- Merit Pay Increase		23.04	24-25
- Long Service Bonus		23.06	25
- Progression		23.07	25
Pension Plan	38	38.01	44
Permanent Part-Time Employees	44	44.05	50
Purpose of Agreement	1	1.01 - .02	4
Range, Position Title	App. A , Part I		55-56

SUBJECT	ARTICLE	CLAUSE	PAGE
Rates of Pay	App. A , Part II		57-65
- 37 ½ Hrs/Wk for 2019			57
- 40 Hrs/Wk for 2019			58
- Casual for 2019	App. A, Part III		59
- 37 ½ Hrs/Wk for 2020			60
- 40 Hrs/Wk for 2020			61
- Casual for 2020	App. A, Part III		62
- 37 ½ Hrs/Wk for 2021			63
- 40 Hrs/Wk for 2021			64
- Casual for 2021	App. A, Part III		65
Recognition	3	3.01	7
Safety Equipment	41	41.01	45
Safety Footwear	42	42.01	45
Safety and Health	7	7.01 - .10	8-11
- Duty of the Employer		7.01	8
- Duty of the Employee		7.02	9
- Right to Refuse Work		7.03	9-10
- The Right to Know, Hazard Identification		7.04	10
- **Duties of OHS Committee**		7.05	10
- Transportation of Injured Workers		7.06	10
- Medical Examinations		7.09	10-11
Seasonal Employees	44	44.01	46
Seniority	15	15.01 - .05	17
Severance Pay	27	27.01 - .05	27
- Lay-Off		27.01	27
- Death		27.02	27
- Retirement		27.03	27
- Termination for Health Reasons		27.04	27
Sexual Harassment	39	39.01 - .04	44-45
Shift Premium	25	25.01 - .02	26
Social Justice Fund	47	47.01	50-51
Standby	26	26.01 - .04	26-27

SUBJECT	ARTICLE	CLAUSE	PAGE
Statement of Duties	17	17.01 - .02	19
Term Employees	44	44.04	49-50
Tool Allowance	46	46.01	50
Union Representation and Committees	12	12.01 - .11	12-13
Union Security	11	11.01 - .06	12
Water Treatment Plant Operators - Shift Agreement	App. C		68-69
Work Slow-down, Interruption or Stoppage	10	10.01	11-12