

COLLECTIVE AGREEMENT

- between -

THE FORT PROVIDENCE HOUSING ASSOCIATION

- and -

**THE PUBLIC SERVICE ALLIANCE OF CANADA
(as represented by its component)**

THE UNION OF NORTHERN WORKERS

**FROM: April 01, 2008
TO: March 31, 2011**

**Union of Northern Workers
Suite 200, 5112-52nd Street
Yellowknife, NT
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**Fort Providence Housing Association
General Delivery
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ARTICLE 1 - PURPOSE OF AGREEMENT

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

ARTICLE 2 - INTERPRETATION AND DEFINITIONS

- 2.01 For the purpose of this Agreement:
- (1) "Abandonment of position" - an employee will be deemed to have abandoned his position if he fails to report to work for seven (7) consecutive working days and does not notify the Employer of the reason for his absence.
 - (2) "Agreement" and "Collective Agreement" means this Collective Agreement.
 - (3) "Alliance" means the Public Service Alliance of Canada.
 - (4) "Allowance" means compensation payable to an employee in addition to the regular remuneration payable for the performance of the duties of his position.
 - (5) "Bargaining Unit" means all employees of the Fort Providence Housing Association except the Housing Association Manager and the Board of Directors.
 - (6) "Common-law spouse" relationship is said to exist when, for a continuous period of at least one year, an employee has lived with a person, publicly represented that person to be their spouse, and lives and intends to continue to live with that spouse as if that person were their spouse.
 - (7) "Compensatory Leave" means the equivalent leave with pay taken in lieu of cash payment.
 - (8) Continuous Employment and Service
 - (a) "Continuous Employment" and "Continuous Service" means uninterrupted employment with the Employer; and
 - (b) with reference to re-appointment of a lay-off, his employment in the position held by him at the time he was laid off, and his employment in the position to which he is appointed shall constitute continuous employment;
 - (i) where an employee other than a casual ceases to be employed for a reason other than dismissal, abandonment of position or rejection on probation, and is re-employed within a period of three months, his periods of employment for purposes of sick leave, vacation leave and vacation travel benefits shall be considered as continuous employment.
 - (ii) "Day of Rest" in relation to an employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of his position other than by reason of his being on leave of absence.

- (10) "Demotion" means the appointment of an employee for reasons of misconduct, incompetence or incapacity, to another position for which the maximum pay is less than that of his former position.
- (11) "Dependant" means a person who is:
- (a) that employee's spouse (including common-law),
 - (b) child, including step-child and adopted child who
 - (i) is under nineteen (19) years of age and dependent upon him/her for support; or
 - (ii) being under twenty-five (25) years of age and dependent upon him/her by reason of full-time attendance at an educational institution; or
 - (iv) who is wholly dependent upon him/her for support by reason of mental or physical infirmity.
- (12) "Effects" include the furniture, household goods and equipment and personal effects of employees and their dependants at the time of their move but does not include all terrain vehicles, automobiles, boats, motorcycles, snowmobiles, or animals.
- (13) "Employee" means a person employed by the Employer on either a full-time or part-time (less than the standard day, week or month) basis, and who is a member of the Bargaining Unit as either:
- (a) a permanent employee - an employee employed in a permanent position;
 - (b) a casual employee - an employee employed for a period of less than six (6) months of work of a temporary nature; or
 - (c) a term employee - an employee employed for a specified term of not more than two (2) years.
- (14) "Employer" means the Fort Providence Housing Association.
- (15) "Fiscal Year" means the period of time from April 1, in one year to March 31, in the following year.
- (16) "Grievance" means a complaint in writing that an employee, group of employees, or the Union submits to the Employer, or that the Employer submits to the Union, to be processed through the grievance procedure.
- (17) "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.
- (18) "Lay-Off" means an employee whose position has been terminated due to lack of work or the discontinuation of a service or services. Such discontinuation of services may be due to the elimination of a program or because of lack of funding.
- (19) "Leave of Absence" means absence from duty with the Employer's permission.
- (20) "Manager" means the Housing Manager.
- (21) "Membership Fees" means the fees established pursuant to the By-Laws of the Union as the fees payable by the members of the Bargaining Unit, and shall not include any initiation fee, insurance premium, or any other levy.

- (22) "Overtime" means work performed by an employee in excess of or outside of his regularly scheduled hours of work. For part-time employees, overtime means all hours worked in excess of the regular hours of work for a full-time employee in the same position.
- (23) "Probation" means a period of six (6) months from the day upon which an employee is first appointed or a period of three (3) months after an employee has been transferred or promoted from within. If an employee does not successfully complete his probationary period on transfer or promotion the Employer shall appoint him to a position comparable to the one from which he was transferred or promoted.
- (24) "Promotion" means the appointment of an employee to a new position, the maximum rate of pay of which exceeds that of his former position by at least:
- (b) the minimum increment in the new position; or
 - (a) four (4) percent of the maximum rate of pay of the former position where the new position has only one rate of pay.
- (25) "Rates of Pay"
- (a) "weekly rate of pay" means an employee's annual salary divided by 52.176;
 - (b) "daily rate of pay" means an employee's weekly rate of pay divided by five (5);
 - (c) "hourly rate of pay" means an employee's daily rate of pay divided by his regularly scheduled daily hours of work, or where an employee is paid by the hour, the rate of pay established by the Employer for his part-time employment.
 - (d) "bi-weekly rate of pay" means an employee's annual salary divided by 26.088.
- (26) "Representative" means an employee who has been elected or appointed as a steward or who represents the Union at meetings with management and who is authorized to represent the Union.
- (27) "Seniority" means length of service with the Employer.
- (28) "Transfer" means the appointment of an employee to another position that does not constitute a promotion or demotion.
- (29) "Week" for the purposes of this Agreement shall be deemed to commence at 12:01 A.M. on Monday and terminate at midnight on Sunday.
- (30) "Union" means the Public Service Alliance of Canada as represented by its component the Union of Northern Workers.

2.02 Interpretation

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

2.03 Number and Gender

Wherever the singular, plural, masculine, feminine, or neuter is used throughout this Agreement the same shall be construed as meaning the singular, plural, masculine, feminine, or neuter where

the fact or context requires this and with regard to the provisions of this agreement.

- 2.04 "May" shall be regarded as permissive and "Shall" and "Will" as imperative.

ARTICLE 3 - RECOGNITION

- 3.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees in the bargaining unit in accordance with the certificate issued by the Canada Labour Relations Board on October 21, 1988.

- 3.02 The Employer agrees to inform prospective employees prior to their initial employment that the Fort Providence Housing Association is a Union shop.

- 3.03 Freedom from Discrimination

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

- 3.04 The Employer shall make every reasonable effort to find alternate employment within its employ for an employee who becomes unable to carry out his normal work functions as a result of a physical or mental disability arising as a result of his employment with the Employer.

Freedom From Sexual Harassment

- 3.05 "Sexual harassment" means any conduct, comment, gesture, or contact of a sexual nature
- (a) that is likely to cause offence or humiliation to any employee
 - (b) that might, on reasonable grounds, be perceived by that Employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.

- 3.06 Every employee is entitled to employment free of sexual harassment.

- 3.07 The Employer will make every reasonable effort to ensure that no Employee is subjected to sexual harassment.

Freedom from Workplace Violence

- 3.08 "Workplace violence" means any incident in which an employee is abused, threatened or assaulted during the course of his or her employment, and includes but is not limited to all forms of harassment, bullying, intimidation and intrusive behaviours of a physical or emotional nature.

- 3.09 Every employee is entitled to employment free of workplace violence.

- 3.10 The Employer will make every reasonable effort to ensure that no Employee is subjected to workplace violence.

ARTICLE 4 - APPLICATION

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

distribution of the Collective Agreement. The Union will facilitate said printing and distribution.

ARTICLE 5 - FUTURE LEGISLATION

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

5.02 Conflict of Provisions

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

ARTICLE 6 - STRIKES AND LOCKOUTS

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

6.02 No employee shall be required to cross any legal picket line at the premises of any other employer or to do any struck work.

ARTICLE 7 - MANAGERIAL RESPONSIBILITIES

7.01 Managerial responsibilities or decisions will be carried out or made in a manner that is just, reasonable and non-discriminatory.

7.02 The Union recognizes that it is the right of the Employer to exercise the regular and customary functions of Management and to direct its work force subject to the terms of this Agreement.

ARTICLE 8 - EMPLOYER DIRECTIVES

8.01 The Employer shall provide the Union with a copy of all personnel directives. Where the Employer proposes to issue a personnel directive which is intended to clarify the interpretation or application of the Collective Agreement, the Employer shall consult with the Union prior to issuing the directives.

ARTICLE 9 - UNION ACCESS TO EMPLOYER PREMISES

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

ARTICLE 10 - APPOINTMENT OF REPRESENTATIVES

10.01 The Employer acknowledges the right of the Union to appoint employees as representatives. The Union will advise the Employer verbally of the names of all representatives within forty-eight (48) hours of appointment and will confirm the appointment in writing within thirty (30) days.

ARTICLE 11 - TIME-OFF FOR UNION BUSINESS

11.01 Arbitration Hearings (Disputes)

(1) The Employer will grant leave with pay to a reasonable number of employees

representing the Union before a conciliation or arbitration hearing.

(2) Employee called as a Witness

The Employer will grant leave with pay to an employee called as a witness before an Arbitration hearing and leave with pay to an employee called as a witness by the Union.

11.02 Arbitration Hearing (Grievance)

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

(2) Employee who acts as a Representative

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

(3) Employee called as a Witness

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

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

11.04 Contract Negotiations Meetings

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

11.05 Meetings Between Employee Organizations and Management

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

11.06 Employee Organization, Executive Council Meetings, Congress and Convention

Subject to operational requirements the Employer will grant reasonable leave without pay to a maximum of two (2) employees to attend executive council meetings and conventions of the Alliance, the Union of Northern Workers, the Canadian Labour Congress and the N.W.T. Federation of Labour. Leave for such purposes will not be unreasonably denied.

11.07 Representatives Training Course

Subject to operational requirements the Employer will grant reasonable leave without pay to a maximum of two (2) employees who have been appointed as Representatives on behalf of the Union to undertake training related to the duties of a representative. Leave for such purposes will not be unreasonably denied.

Leave for Paid Elected Officers

- 11.08 An Employee elected as a full time paid officer of the executive of the Union, the PSAC or the Northern Territories Federation of Labour shall, upon application and with at least one (1) month notice to the Employer, be granted leave of absence without pay for the term of office. During the leave of absence such Employees shall maintain all rights and benefits accumulated prior to commencement of the leave but shall not accumulate any additional benefits during the leave, unless the parties agree otherwise.
- 11.09 Such employees shall advise the Employer as soon as possible when an extension of their leave of absence is applicable due to re-election.
- 11.10 Upon termination of their leave of absence such Employee shall be offered as a minimum the position they held with the Employer before they commenced the leave of absence. The Employer may backfill this position with a term employee for the period of leave.
- 11.11 Notwithstanding Article 11.10, the Employer may make an offer of employment to such an employee to a position inside the Bargaining Unit should such employee bid on a competition and be the successful candidate.
- 11.12 Such employees will retain their seniority but shall not accrue further seniority during their leave of absence.

ARTICLE 12 – MEMBERSHIP FEES

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

ARTICLE 13 - INFORMATION

- 13.01 The Employer agrees to provide the Union on a monthly basis, with information concerning the identification of each member in the Bargaining Unit. This information shall include the name, location and job classification of all employees in the Bargaining Unit.
- The Employer shall indicate which employees have been hired or transferred and those employees whose employment has been terminated during the period reported.
- 13.02 The Employer shall provide each employee with a copy of this Collective Agreement.
- 13.03 The Employer agrees to provide each new member of the Bargaining Unit with a copy of this Collective Agreement upon his appointment.
- 13.04 The Employer shall notify the Union of all newly created classifications including its designation as to whether it is within or outside of the Bargaining Unit.

ARTICLE 14 - SENIORITY

- 14.01 Seniority is defined as the length of service with the Employer, and shall be applied on a bargaining unit wide basis.
- 14.02 Newly hired employee shall be on probation for a period of six (6) months. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement.
- 14.03 The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. The seniority list shall be kept up-to-date, a copy of which shall be posted on the bulletin board, and shall be sent to the union every six (6) months.
- 14.04 An employee shall lose all seniority and shall be considered terminated in the following circumstances:
- (1) where the employee has abandoned his position;
 - (2) twelve months after the date upon which the employee became a Lay-off; and
 - (3) where an employee fails to return to work within 10 working days of receipt of notice of recall from Lay-off in accordance with Article 32.08.

ARTICLE 15 - PROVISION OF BULLETIN BOARD SPACE AND OTHER FACILITIES

- 15.01 The Employer shall provide bulletin board space in its office and shop clearly identified for exclusive Union use.
- 15.02 The Employer may make available to the Union and the members of the Bargaining Unit a suitable meeting room to be used from time to time for the business relating to the Bargaining Unit. Permission for this purpose shall not be unreasonably withheld.
- 15.03 A representative of the Union shall have the right to give each new employee an orientation of up to thirty (30) minutes and the representative of the Union shall be given leave with pay for such purposes.

ARTICLE 16 - DESIGNATED PAID HOLIDAYS

- 16.01 The following days are Designated Paid Holidays for employees covered by this Collective Agreement:
- (1) New Year's Day;

- (2) Good Friday;
- (3) Easter Monday;
- (4) Victoria Day;
- (5) National Aboriginal Day;
- (6) Canada Day;
- (7) Civic Holiday, The first Monday in August;
- (8) Labour Day;
- (9) Thanksgiving Day;
- (10) Remembrance Day;
- (11) Christmas Day;
- (12) Boxing Day; and
- (13) Treaty Day – ½ day

A paid holiday shall also be granted to all employees on any special day proclaimed by the Government of Canada, the Commissioner or Minister of the NWT, or the Mayor of Fort Providence.

16.02 Absent without Cause

Clause 16.01 does not apply to an employee who is absent without cause on both the working day immediately preceding and the working day following the Designated Paid Holiday, except with the approval of the Employer.

Holiday Falling on a Day of Rest

- 16.03 When a Designated Paid Holiday coincides with an employee's day of rest, the Designated Paid Holiday shall be moved to the employee's first working day following his day of rest, unless the Employer and employee mutually decide on a different date.
- 16.04 When a Designated Paid Holiday for an employee is moved to another day under the provisions of Clause 16.03:
- (1) work performed by an employee on the day from which the Designated Paid Holiday was moved shall be considered as work performed on a day of rest; and
 - (2) work performed by an employee on the day to which the Designated Paid Holiday was moved, shall be considered as work performed on a Designated Paid Holiday.
- 16.05 When the Employer requires an employee to work on a Designated Paid Holiday as part of his regularly scheduled hours of duty or as overtime when he is not scheduled to work he shall be paid in addition to the pay that he would have been granted had he not worked on the Designated Paid Holiday:
- (1) one and one-half (1½) times his hourly rate for the first four (4) hours worked, and
 - (2) twice (2X) his hourly rate for the hours worked in excess of four (4) hours.
- 16.06 At the employees option the amounts payable pursuant to Article 16.05 may be taken either in cash or in compensatory leave to be taken at a later date convenient to both the Employer and the employee.

- 16.07 Where a day that is a Designated Paid Holiday for an employee falls within a period of leave with pay, the Designated Paid Holiday shall not count as a day of leave.

ARTICLE 17 - LEAVE - GENERAL

- 17.01 When the employment of an employee who has been granted more vacation, sick leave or special leave with pay than he has earned dies the employee shall be considered to have earned that amount of leave with pay granted to him.

When the employment of an employee with more than three (3) years of service who has been granted more vacation, sick leave or special leave with pay than he has earned is laid off, the employee shall be considered to have earned that amount of leave with pay granted to him.

- 17.02 When an employee is entitled to an allowance and is granted leave with pay, he is entitled during his period of leave with pay to continue to receive the allowance.
- 17.03 During the month of May in each year the Employer shall inform each employee in the Bargaining Unit in writing of the balance of his special, sick and vacation leave credits as of the 31st day of March.
- 17.04 At the end of the fiscal year, an employee's entitlement to vacation leave with pay shall be recorded as actual days and a part day will be recorded as actual hours of entitlement.
- 17.05 When the Employer rejects an employee's application for leave, upon request the detailed reasons for the rejection shall be provided to the employee in writing.
- 17.06 An employee shall provide three (3) weeks advance notice except in extenuating circumstances for leave of five (5) working days or more. An employee's request for any leave that the Employer has not responded to within ten (10) working days from the receipt of the application shall be considered as granted, unless for extenuating circumstances the Employer was unable to respond within the ten (10) working day time period.
- 17.07 An employee who is on leave of absence without pay is not entitled to receive any pay or allowances for the period of leave without pay, unless this Agreement specifically provides otherwise.
- 17.08 The Employer will respond to leave requests under this Article, in a timely fashion.

ARTICLE 18 - VACATION LEAVE

18.01 Accumulation of Vacation Leave

- (1) For each month of a fiscal year in which an employee receives ten (10) days pay, he shall earn vacation leave at the following rates:
- (a) one and one quarter (1¼) days each month until the month in which the anniversary of the second (2nd) year of continuous service is completed.
 - (b) one and two-thirds (1 2/3) days each month commencing in the month after completion of two (2) years of continuous service and ending in the month that ten (10) years of continuous service is completed. Effective December 1, 2005, replace ten (10) with seven (7).
 - (c) two and one twelfth (2 1/12) days each month commencing in the month after completion of ten (10) years of continuous service and ending in the month that twenty (20) years of continuous service is completed. Effective December 1, 2005 replace ten (10) with seven (7)
 - (d) two and one-half (2½) days each month commencing in the month after

completion of twenty (20) years of continuous service.

- (2) Part time employees shall receive vacation pay based on length of service as indicated in (1) above prorated to the number of hours worked as compared to a full time employee.

18.02 Granting of Vacation Leave

- (1) In granting vacation leave with pay to an employee, the Employer shall make every reasonable effort to:
 - (a) schedule vacation leave for all employees in the fiscal year in which it is earned;
 - (b) not recall an employee to duty after he has proceeded on vacation leave;
 - (c) grant the employee his vacation leave during the fiscal year in which it is earned at a time specified by him;
 - (d) grant the employee vacation leave for at least up to five (5) consecutive weeks depending upon his vacation entitlements when so requested by the employee; and recognize seniority on preference for a vacation period.
 - (e) to grant the employee his vacation leave when specified by the employee if the period of vacation leave is less than a week, providing that the employee gives the Employer reasonable advance notice.
 - (f) An employee leaving on vacation will be entitled to a post-dated pay cheque issued by the Employer prior to leaving on his/her vacation.
- (2) All requests for vacation leave will be made in writing.
- (3) The Employer will respond to leave requests under this Article, in a timely fashion.

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

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

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

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

Recall From Vacation Leave

- 18.05 Except in the case of an emergency, the Employer shall not recall any employee to duty once his vacations have commenced.
- 18.06 When during any period of vacation leave an employee is recalled to duty, he shall be reimbursed for reasonable expenses, as normally defined by the Employer, that he incurs;
 - (1) in proceeding to his place of duty;
 - (2) in respect of any non refundable deposits or rearrangements associated with his vacation;

- (3) in returning to the place from which he was recalled if he immediately resumes vacation upon completing the assignment for which he was recalled;

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

- 18.07 The employee shall not be considered as being on vacation leave during any period in respect of which he is entitled under Clause 18.05 to be reimbursed for reasonable expenses incurred by him.

18.08 Leave When Employment Terminates

Where an employee dies or otherwise terminates his employment:

- (1) The employee or his estate shall, in lieu of earned but unused vacation leave, be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave by the daily rate of pay applicable to the employee immediately prior to the termination of his employment, or
 - (2) the Employer shall grant the employee any vacation leave earned but not used by him before the employment is terminated by lay-off if the employee so requests.
 - (3) upon termination at the employee's request, the Employer shall divide the amount owing as specified in (1) above by four, and shall attach this amount to the employee's regular earnings over a four pay period. Adequate notice must be given by the employee.
- 18.09 An employee whose employment is terminated by reason of a declaration that he abandoned his position is entitled to receive the payment referred to in Clause 18.08 within a period of six (6) months of the said abandonment.

18.10 Vacation Travel Assistance

- (1) Effective April 1, 2008, all employees, other than casual employees, traveling on vacation leave are entitled to transportation assistance once each fiscal year at the rate of one thousand five hundred (\$1500.00) dollars.
- (2) Notwithstanding Clause (1) above the employee shall not receive transportation assistance under this Article during his first six (6) months of employment with the Employer.
- (3) Employees must advise the Employer at least two (2) weeks prior to the date they require a payment under this Article. An Employee applying for vacation travel assistance shall be issued a cheque in the amount specified in (1) above. The employee's signature on the application form will serve as the employee's certification that the assistance will be used for the purpose for which it was issued. No other form of accountability will be required.
- (4) Part-time employees who have been employees for a duration of six (6) months or greater shall receive this benefit prorated based on the number of hours worked compared to a full-time employee.

18.11 Travel Time

Once per fiscal year vacations shall be lengthened by two (2) working days when an employee flies out of the Community for the purposes of vacation travel. If the requirement is demonstrated vacation travel time may be extended to a maximum of four (4) days. When an employee drives out of the community for the purpose of vacation travel assistance, the period of vacation shall be lengthened by three (3) working days. In order to receive this travel time, the employee must at

least liquidate an equal number of annual leave days.

18.12 Winter Bonus Days

An employee who has requested and is granted annual leave between October 1 and March 31 of any year shall, in addition to her vacation leave entitlement, receive one (1) day of extra leave for each five (5) consecutive days of annual leave that he liquidates within the above days up to a maximum of four (4) days.

ARTICLE 19 - SPECIAL LEAVE

19.01 An employee shall earn special leave credits up to a maximum of twenty-five (25) days at the following rates:

- (1) one-half (½) day for each calendar month in which he received pay for at least ten (10) days, or
- (2) one-quarter (¼) day for each calendar month in which he received pay for less than ten (10) days.

19.02 For the purposes of this Article, immediate family is defined as an employee's father, mother, brother, sister, spouse, common-law spouse, child, foster child, adopted child, step-child, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunt, uncle, grandchildren, grandparents, and any relative permanently residing in the employee's household or with whom the employee permanently resides.

- (1) The Employer shall grant special leave earned with pay for a period of up to five (5) consecutive working days:
 - (a) when there is a death in the employee's immediate family; or
 - (b) when an employee is to be married.
- (2) The Employer shall grant an employee special leave with pay for a period of up to three (3) consecutive working days and may extend this leave to five (5) consecutive working days:
 - (a) Immediate Family
 - (i) where a member of the immediate family becomes ill (not including childbirth) and the employee is required to care for his dependants or for the sick person;
 - (ii) where a member of the immediate family residing outside of Fort Providence becomes seriously ill.
 - (b) in the event of the death of the employee's spouse's or common-law spouse's aunt, spouse's or common-law spouse's uncle.
- (3) The Employer may grant an employee special leave with pay for a period of up to five (5) consecutive working days:
 - (a) where special circumstances not directly attributable to the employee prevent his reporting to duty, including:
 - (i) serious household or domestic emergencies;
 - (ii) a general transportation tie up caused by weather;
 - (iii) a serious community emergency where the employee is required to render assistance

- (b) in circumstances which are of general value to the Employer such as where the employee:
 - (i) takes an examination which will improve his position or qualifications;
 - (ii) attends his University Convocation, if he has been continuously employed for at least one (1) year;
 - (iii) attends a course in civil defense training;
 - (iv) requires a medical examination for enlistment in the Armed Forces or in connection with a veteran's treatment program.
- (c) Such leave will not be unreasonably withheld.

19.03 An employee shall be granted special leave with pay up to a maximum of one (1) working day on the occasion of the birth of his child. An employee shall be granted special leave with pay up to a maximum of one (1) working day on the occasion of the adoption of a child. This leave may be divided into two parts and taken on separate days. Under special circumstances the Employer may extend this period to a maximum of three (3) working days.

19.04 Advance of Credits

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

19.05 Casual Leave

- (1) All employees except casual employees may be granted casual time off with pay for a period of up to five (5) consecutive working days for the following purposes:
 - (a) For the employee to attend to an appointment with a Doctor, Dentist, Lawyer, or School Authority during working hours.
 - (b) For the employee to participate in voluntary services for a Community cause.
 - (c) For other purposes of a special or unusual nature.
 - (d) Such leave will not be unreasonably withheld.
- (2) Employees shall be granted casual leave with pay to a maximum of one (1) day per occurrence where the employee's physician requires him to attend regular or recurring medical treatments and checkups. Upon the request of the Employer, the employee will provide written confirmation from his physician confirming his requirement to attend.

19.06 Notwithstanding legislation, employee's will be allowed up to one (1) hour of leave if required for the purpose of voting in any Federal, Territorial or Municipal election.

ARTICLE 20 - SICK LEAVE

20.01 Credits

An employee shall earn sick leave credits at the rate of one and a quarter (1¼) days for each calendar month for which he receives pay for at least ten (10) days.

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

- (1) There shall be no charge against an employee's sick leave credits when his absence on account of illness is less than one-half (½) day and the employee has been on duty for at least two (2) hours;
 - (2) Where the period of absence on account of illness is at least one-half (½) day but less than a full day, one-half (½) day only shall be charged as sick leave.
- 20.03 Where leave of absence without pay is authorized for any reason, or an employee is laid-off because of lack of work, and the employee returns to work upon expiration of such leave of absence or lay-off, he shall earn sick leave credits for each month in which he worked at least ten (10) days and shall retain any unused sick leave existing at the time of lay-off or commencement of leave without pay.
- 20.04 In circumstances where sick leave would be authorized but the employee has insufficient or no sick leave credits, he shall be granted sick leave in advance to a limit of fifteen (15) days which shall be charged against future credits as earned. If the employee dies before authorized unearned sick leave has been liquidated, no recovery shall be made from the employee's estate.
- Sick leave advances will not be granted to probationary employees.
- 20.05 Upon request of the Employer, an employee will provide a note from a qualified medical or nursing practitioner certifying illness. This note will only be requested if the period of illness exceeds three (3) working days.
- 20.06 When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for a concurrent period, there shall be no charge against his sick leave credits for the period of concurrency.
- 20.07 Travel Time
- Every employee who is proceeding to a medical center under the provisions of this Article with the approval of the Employer will be granted leave of absence with pay which is not to be charged against his sick leave credits for the lesser of three (3) days or the actual time taken to travel from his post to Edmonton and return.
- 20.08 At the end of the fiscal year, any sick leave days in excess of ten (10) earned but not used may be converted to annual leave. These days converted to vacation leave must be used as vacation leave and are not cashable.
- 20.09 Sick leave credits may be used by the employee in the case of the illness of the employee's spouse or child and the presence of the employee is required.

ARTICLE 21 - OTHER TYPES OF LEAVE

21.01 Court Leave

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

- (1) to serve on a jury and the jury selection process; or
- (2) by subpoena or summons to attend as a witness in any proceeding held:
 - (i) in or under the authority of a court of justice or before a grand jury;
 - (ii) before a court, judge, justice, magistrate, or coroner;
 - (iii) before the Senate or House of Commons of Canada, or a committee of the Senate or House of Commons, otherwise than in the performance of the duties of his position;
 - (iv) before a legislative council, legislative assembly or house of assembly, or any

committee thereof that is authorized by law to compel the attendance of witnesses before it;

- (v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it;
- (3) Notwithstanding anything contained in this Article, there may be deducted from the regular pay of the employee any remuneration received by him as a result of serving on a jury or as a witness, other than remuneration received as an allowance or reimbursement for expenses incurred in such duty.

21.02 Injury on Duty Leave

- (1) An employee shall be granted injury-on-duty leave with pay for such reasonable period as may be determined by the employee's medical practitioner for:
 - (a) a personal injury accidentally received in the performance of his duties and not caused by the employee's wilful misconduct; or
 - (b) sickness resulting from the nature of his employment; or
 - (c) over-exposure to radioactivity or other hazardous conditions in the course of his employment;

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

- (2) The Employer shall make every reasonable effort to find alternate employment within its employ for an employee who suffers an injury on duty and who as a result becomes unable to carry out his normal work functions.

21.03 Maternity Leave

(1) Notification of Pregnancy

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

(2) Maternity Leave Allowance

- (a) After completion of six (6) months continuous employment, an employee who provides the Employer with proof that she has applied for, is serving the E.I. waiting period or is in receipt of unemployment insurance benefits pursuant to the Employment Insurance Act, shall be paid a maternity leave allowance.
- (b) An applicant under Clause 21.03(b)(i) shall sign an agreement with the Employer providing:
 - (i) that she will return to work and remain in the Employer's employ for a period of at least six (6) months after her return to work;
 - (ii) that she will return to work on the date of the expiry of her maternity leave, unless this date is modified with the Employer's consent.
- (c) Should the employee fail to return to work as per the provisions of Clause 21.03(b)(i), the employee recognizes that she is indebted to the Employer for the amount of maternity leave allowance received.

(3) In respect of the period of maternity leave, payments made according to the supplementary unemployment plan will consist of the following:

- (a) for the first two (2) weeks, payments equivalent to ninety-three (93) percent of her weekly rate of pay; and
- (b) for the period during which unemployment insurance benefits are received, payments equivalent to the difference between the unemployment insurance benefits the employee is eligible to receive and ninety-three (93) percent of her weekly rate of pay; and
- (c) Weekly Rate of Pay
 - (i) For a full-time employee the weekly rate of pay referred to in Clause 21.03 (c) (i) and (ii) shall be the weekly rate of pay to which she is entitled for the classification prescribed in her certificate of appointment on the day immediately preceding the commencement of the maternity leave.
 - (ii) For a part-time employee the weekly rate of pay referred to in Clause 21.03 (c) (i) and (ii) shall be the pro-rated weekly rate of pay to which she is entitled for the classification prescribed in her certificate of appointment averaged over the six month period of continuous employment immediately preceding the commencement of the maternity leave.
- (d) the employee has no vested right to this allowance except for supplementation of E.I. benefits as provided in this Article;

(4) Further, when a pregnant employee produces a statement from her physician that her working condition may be detrimental to her health or that of the fetus, the Employer will either change those working conditions where that is reasonable within his operational requirements or allow the employee to take leave of absence without pay for the duration of her pregnancy.

Parental Leave Without Pay

- 21.04 (1) Where an employee has or will have the actual care and custody of his/her newborn child; or where an employee commences proceedings to adopt a child who is below the age of majority or obtains an order for the adoption of a child who is below the age of majority, he/she shall be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks. The leave shall be taken during the fifty-two (52) week period

immediately following the day the child is born or, in the case of adoption, within the fifty-two (52) week period from the date the child comes into the employee's care and custody.

- (2) Leave granted under this Clause shall be counted for the calculation of "continuous employment".
 - (3) Parental leave utilized by an employee-couple shall not exceed a total of thirty-seven (37) weeks for both employees combined.
 - (4) Parental leave utilized by an employee-couple in conjunction with maternity leave shall not exceed a total of fifty-two (52) weeks for both employees combined.
 - (5) Parental leave taken by an employee in conjunction with maternity leave shall be taken immediately after the termination of maternity leave and the duration of both periods of leave shall not exceed a total of fifty-two (52) weeks.
- 21.05 (1) An employee who takes parental and/or maternity leave without pay shall continue to accrue seniority during the period of leave. Any period of leave shall be considered for pay increment purposes.
- (2) An employee who takes parental and/or maternity leave without pay is entitled to be reinstated in the position that the employee occupied when the leave commenced. Where for any valid reason the Employer cannot reinstate an employee into the same position, the Employer shall reinstate the employee into a comparable position with the same wages and benefits.
 - (3) With the consent of the Employer, an employee may return to work prior to the expiry of parental or maternity leave without pay.
- 21.06 At the request of an employee and subject to operational requirements, leave without pay in one (1) or more periods to a total maximum of one (1) year during an employee's total period of employment may be provided for the care and nurturing of pre-school children

21.07 Hunting, Fishing, and Harvesting Leave

Subject to operational requirements, leave with pay to a maximum of five (5) days per year may be granted on short notice to an employee in order to meet traditional hunting, fishing, or harvesting needs. Such leave shall not be unreasonably denied.

When such leave is granted, a minimum staffing level of three maintenance employees, one of which being the Foreman or Trade Helper, shall be maintained.

ARTICLE 22 - HOURS OF WORK

- 22.01 Regular hours of work for bargaining unit members shall be from Monday to Friday inclusive as follows:
- (1) Office staff - 8:30 a.m. to 5:00 p.m., exclusive of a one (1) hour meal period.
 - (2) Maintenance staff - 8:00 a.m. to 5:00 p.m., exclusive of a one (1) hour meal period.
 - (3) Caretaker - 80 hours during each two (2) week period, at least four (4) hours of which will be on each Saturday.
- 22.02 All employees shall be entitled to rest periods of fifteen (15) minutes duration twice per day commencing at or around the mid-point of the shifts.
- 22.03 In the event that an employee is unable to take his meal period due to operational requirements, the meal period will be taken at a later time. In the event that an employee is unable to take this meal period at all during the day, he will have the option of leaving work early at the end of the

day, or claiming overtime in the amount of time worked due to missing the meal period.

ARTICLE 23 - OVERTIME

23.01 In this Article:

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

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

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

23.04 Allocation of Overtime

- (1) Subject to the operational requirements of the service the Employer shall make every reasonable effort:
 - (a) to allocate overtime work on an equitable basis among readily available qualified employees who are normally required in their regular duties to perform that work;
 - (b) to give employees who are required to work overtime reasonable advance notice of this requirement.
- (2) Except in emergency situations, no employee shall be required to work overtime.

23.05 Subject to Article 23.02 an employee who is requested to work overtime shall be entitled to the appropriate rate described below.

Overtime work shall be compensated as follows:

- (1) at time and one-half (1½X) for the first four hours of overtime worked, and
- (2) at double time (2X) for all hours of overtime worked after the first four (4) consecutive hours of overtime and double time (2X) for all hours worked on a Sunday or Designated Paid Holiday
- (3) Overtime shall be compensated in cash except where, upon request of an employee and with the approval of the Employer, or at the request of the Employer and the concurrence of the employee, overtime may be compensated in equivalent leave with pay.

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

23.07 Employees will not be required to escort tenants for medical reasons as a duty unless compensation is arranged for overtime pay.

ARTICLE 24 - PAY

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

24.02 Employees shall be paid on every second Friday.

In the event there is delay in paying employees, emergency cheques will be issued to the extent of wages earned during that pay period.

Where cheques are distributed to employees at their place of work, they shall first have been placed in sealed envelopes.

The Employer shall deposit an employee's pay directly to the financial institution of the employee's choice when requested by the employee. This provision shall not apply to casual employees.

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

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

24.04 Acting Pay

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

(2) When a Designated Paid Holiday occurs on a day when the employee would otherwise be performing duties on an acting basis, the Designated Paid Holiday shall be considered as a day worked for purposes of acting pay.

24.05 Salary Increases

(1) The Employer agrees to pay the negotiated salary increases to every employee not later than the month following the month in which this Agreement is signed and not later than the month following the month in which any subsequent salary increases become effective.

(2) The Employer agrees to pay all retroactive remuneration for salary increases, overtime, acting pay and allowances not later than two months following the month in which the Agreement is signed.

(3) Retroactive pay shall be issued on a separate cheque. In the event that retroactive pay is not issued in the time allotted in Clause (2) above, interest at prime rates will also be paid.

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

(1) If the appointment constitutes a promotion as defined in Article 2.01 (24) an increase in salary that is nearest to but not less than the difference between step I and step II of the new pay range.

(2) If the appointment constitutes a transfer, at the rate nearest to, but not less than his former rate of pay; or

where the employee agrees to accept a transfer to a position, the maximum rate of pay of which is

less than his present rate of pay, the employee shall be paid at the maximum rate of the new position to which he agrees to be transferred.

24.07 Pay Recovery

- (1) When an employee has received more than his proper entitlement to wages or benefits, no continuing employee shall be subject to deductions in excess of twenty percent (20%) of the employee's net earnings per pay period.
- (2) If more than one year has passed since the undetected overpayment was made, then the Employer shall be limited to recovering fifty percent (50%) of the overpayment.

ARTICLE 25 - REPORTING PAY

25.01 Insufficient Work

- (1) If an employee reports to work as scheduled and is advised by the Employer that there is insufficient or no work available he is entitled to four (4) hours pay at the straight time rate.
- (2) If an employee is directed to report for work on a day of rest or on Designated Paid Holiday, and there is insufficient work available, he shall be entitled to four (4) hours of work at the appropriate overtime rate. When no work is available he shall receive compensation to four (4) hours pay at the appropriate overtime rate.
- (3) If an employee is directed to report for work outside of his regularly scheduled hours, he shall be paid the greater of:
 - (a) compensation at the appropriate overtime rate; or
 - (b) compensation equivalent to four (4) hours pay at the straight time rate.

ARTICLE 26 - CALL-BACK PAY

26.01 Compensation for Recall

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

26.02 When an employee reports to work for which he has been recalled under the conditions described in Clause 26.01 and uses his personal motor vehicle, he shall be reimbursed as follows:

For each call out during the Winter (October 1 - March 31) 23 (twenty-three) litres of gasoline;

For each call out during the Spring and Fall (April, May, June, Sept.) 14 (fourteen) litres of gasoline;

For each call out during the Summer (July and August) 9 litres of gasoline.

- 26.03 (1) Except in the case of an emergency, employees shall not be required to return to work on a call-back. When employees do return to work on a call-back, payment under this Article shall be made whether or not work is actually available and performed.

- (2) Subject to (a) above no employee shall be disciplined for being unable to return to work on a call-back.

ARTICLE 27 - SHIFT WORK

- 27.01 The Employer agrees that at least two (2) weeks prior to the implementation of any shifts, they will notify the Union with a view to negotiating a shift premium or other suitable arrangement. Should an agreement not be reached under this Article it may be referred to Arbitration.

ARTICLE 28 - TERM POSITIONS

- 28.01 Except with prior mutual agreement between the Union and the Employer, no term position may extend beyond two (2) years. Should the Employer wish a term position to extend beyond a period of two (2) years, that position must become a regular position which must be offered to the incumbent of the term position, and his or her seniority shall be the initial date of hire into his or her term position.

ARTICLE 29 - STANDBY

29.01 Standby

- (1) Where the Employer requires an employee to be available on standby during off-duty hours, an employee shall be entitled to a standby payment of thirty (30) minutes pay at the employee's regular rate of pay for each eight (8) consecutive hours or portion thereof that he is on standby, except on his days of rest and designated paid holidays.

For any period of standby on a day of rest or a designated paid holiday, he shall be paid forty five (45) minutes pay at the employee's regular rate of pay for each eight (8) hours or portion thereof that he is required to be on standby status.

- (2) An employee designated by letter or by list for standby duty shall be available during his period of Standby at a known telephone number and shall be available to return for 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 among readily available qualified employees who are normally required, in their regular duties, to perform that work.
- (3) No standby payment shall be granted if an employee is unable to report for duty when required.
- (4) An employee on Standby who is required to report for work shall be paid, in addition to the standby pay, the appropriate overtime rate for all hours worked, subject to a minimum payment of four (4) hours pay at the straight time rate each time he reports.
- (5) Except in the case of an emergency, standby schedules shall be posted fourteen (14) days in advance of the starting date of the new shift schedule.
- (6) No disciplinary action will be taken against an employee who is not available for Standby Duty provided he provides advance notice or a reasonable explanation and identifies another employee who is prepared to cover his standby shift.

- 29.02 When an employee on Standby is required to report for work, and where with permission of the Employer, he uses his personal motor vehicle, he shall receive the appropriate distance rate specified in the duty travel expenses Article.

- 29.03 At the request of an employee, an amount of standby pay will be calculated in order that it may be reflected in time off in lieu of standby payment.

ARTICLE 30 - TECHNOLOGICAL CHANGE

30.01 Both parties recognize the overall advantages of technological change. Both parties will therefore encourage and promote technological change and improvements.

With this in view, and recognizing the extensive lead time required for the selection, installation and provision of sophisticated equipment, the Employer agrees to provide as much advance notice as possible to the Union of any major technological change in equipment which would result in changes in the employment status or in this Agreement. In addition, the Employer agrees to consult with the Union with a view to resolving problems which may arise as a result of the introduction of such technological change, and should the parties not agree, the matter shall be referred to arbitration. The imposition of said technological change shall be postponed until an arbitral award is handed down.

In cases where employees may require retraining the Employer will make every reasonable effort to offer training courses.

ARTICLE 31 - PAY FOR TRAVEL ON BEHALF OF EMPLOYER

31.01 Where an employee is required to travel on behalf of the Employer, he shall be paid:

- (1) when the travel occurs on a regular workday, as though he were at work for all hours traveled;
- (2) when the travel occurs on a day of rest or designated paid holiday, at the applicable overtime rate for all hours traveled, with a minimum of four (4) hours pay at the straight time rate and a maximum of eight (8) hours at the applicable overtime rate.

31.02 For the purpose of this Article, hours traveled includes a one (1) hour check-in period at airports, bus depots, or train stations, as well as a one (1) hour check-out period at each overnight stopover and at the final destination. Hours traveled also include time spent waiting for connecting flights, trains or buses, but is exclusive of overnight stopovers.

31.03 The Employer will make every reasonable effort to restrict travel outside of Fort Providence that requires absence from home beyond a period which includes two (2) weekends.

31.04 Where an employee is absent from home on a designated paid holiday or day of rest and does not work, he shall receive cash payment at time and one-half (1½) his rate of pay.

31.05 The above entitlements shall not apply to an apprentice while traveling to or from Trades School on a day of rest or designated paid holiday or while in attendance at Trades School.

ARTICLE 32 - LAY-OFF AND JOB SECURITY

32.01 Lay-offs will be made, when necessary, on the basis of reverse order of seniority within each classification of work.

In order to minimize the adverse effects of Lay-off, the Employer will provide retraining when practicable.

A person ceases to be a Lay-off, loses all seniority and is deemed terminated if he is not appointed to a position within twelve (12) months from the date on which he became a Lay-off.

32.02 Before an employee is laid off:

- (1) each such employee shall be given three (3) months notice in writing of the effective date of his lay-off or pay in lieu thereof;
- (2) every employee subject to lay-off shall, during the ninety (90) days' period of notice, be granted reasonable leave with pay for the purpose of being interviewed and examined by

a prospective Employer and to such additional leave with pay as the Employer considers reasonable for the employee to travel to and from the place where his presence is so required.

32.03 The Employer shall not dismiss, suspend, lay-off, demote or otherwise discipline an employee on the grounds that garnishment proceedings may be or have been taken with respect to an employee.

32.04 The Employer may retrain employees who would otherwise become redundant as a result of Employer planned termination and such retraining shall commence as soon as possible.

32.05 Cooling Off Period

An employee who wilfully terminates his employment as a result of a misunderstanding or argument shall be allowed to return to work and remain employed if he does so within one (1) working day.

An employee shall not be entitled to the benefit of the cooling off period more than once in each twelve (12) month period.

32.06 Recall from a lay-off will be made on the basis of seniority within each classification.

32.07 The Employer shall give notice of recall personally or by registered mail.

Where notice of recall is given personally, the Employer shall deliver a letter stating that the employee is recalled. In this instance, notice of recall is deemed to be given when served.

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

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

Severance Pay

32.09 Lay-Off

An 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.

32.10 In the case of an employee who is laid off for the first time following the signing of this Agreement, the amount of Severance Pay shall be one (1) week pay for the first complete year of continuous employment, one (1) week pay for the second complete year of continuous employment and three and one-half (3½) days of pay for each succeeding complete year of continuous employment. The total amount of Severance Pay which may be paid under this Clause shall not exceed twenty-eight (28) weeks pay.

32.11 In the case of an employee who is laid off for a second or subsequent time following the signing of this Agreement the amount of Severance Pay shall be one (1) week pay for the first complete year of continuous employment after re-engagement and three and one-half (3½) days of pay for each succeeding complete year of continuous employment less any period in respect of which he/she was granted Severance Pay by the Employer from the previous lay-off but the total amount of Severance Pay which may be paid under this Clause shall not exceed twenty-seven (27) weeks pay.

32.12 In no case shall a total in excess of twenty-eight (28) weeks Severance Pay be paid, regardless of the number of times an employee is laid off.

32.13 Resignation

An employee who resigns after four (4) years of continuous employment is entitled to be paid Severance Pay on resignation in accordance with the following formula:

$$\frac{\text{number of years of service} \times \text{weekly rate of pay on resignation}}{2}$$

less any period of continuous employment in respect of which Severance Pay was previously granted, to a maximum of thirteen (13) weeks pay.

32.14 Retirement and Termination for Health Reasons

- (1) This Clauses shall apply to an employee:
 - (a) who retires from the Fort Providence Housing Association; or
 - (b) whose employment is terminated as a result of a recommendation made to the Employer that the employee was incapable of performing his/her duties because of chronically poor health.
- (2) When employment terminates for either of the reasons stated in (1) above, the employee shall be paid Severance Pay equal to the product obtained by multiplying his/her weekly rate of pay on termination of employment by the number of completed years of his/her continuous employment to a maximum of fifteen (15), less any period of continuous employment in respect of which Severance Pay was previously granted.
- (3) When employment terminates for either of the reasons stated in (1), the employee shall have the right to waive his/her entitlement to Severance Pay and, in lieu thereof, be granted an equivalent period of leave with pay.

32.15 Years of continuous employment for the purpose of Article 32.09 - Article 32.14 (inclusive) only, will commence from April 1, 1988.

32.16 There shall be no lay-off of any employee during the life of this Collective Agreement except for lay-off resulting from lack of work or lack of funding.

ARTICLE 33 – JOB DESCRIPTIONS

33.01 When an employee is first hired or when an employee is reassigned to another position in the bargaining unit, the Employer shall, before the employee is assigned to that position, provide the employee with a current and accurate written job description of the position to which he or she is assigned.

33.02 Upon written request, an employee shall be given a complete and current job description and responsibilities of his or her position.

ARTICLE 34 - EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

34.01 When a formal review of an employee's performance is made, the employee concerned shall be given the opportunity to discuss then sign the review form in question to indicate that its contents have been read and understood. The employee shall also be given the opportunity to provide written comments to be attached to his performance appraisal and may use the grievance procedure in Article 36 to correct any factual inaccuracies in his performance appraisal.

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

- 34.02 The Employer agrees not to introduce as evidence in the case of promotional opportunities or disciplinary action any document from the file of an employee, the existence of which the employee was not made aware, by the provision of a copy thereof at the time of filing.
- 34.03 Any document or written statement related to disciplinary action which may have been placed on the Personnel file of an employee shall be destroyed after fifteen (15) months has elapsed since the disciplinary action was taken provided that no further disciplinary action of a similar nature has been recorded during this period.
- 34.04 Upon written request of an employee, the Personnel file of that employee shall be made available for his examination at reasonable times in the presence of an authorized representative of the Employer.
- 34.05 The Employer's representative who assesses an employee's performance must have observed the employee's performance for at least one-half (½) of the period for which the employee's performance is evaluated.

Where an employee is required to attend a meeting with the Employer to deal with matters that are of a disciplinary nature, the employee shall have the right to have a representative of the Union in attendance. The Employer must advise the employee of his right to be accompanied by his representative and give him reasonable time to have his representative present.

Only one file per employee for the purposes of performance evaluation or discipline shall exist.

The Employer agrees that communications between an employee and his representative are privileged and confidential.

ARTICLE 35 - CLASSIFICATION

- 35.01 During the term of this Agreement, if a new or revised classification standard is implemented by the Employer, the Employer shall before applying the new or revised classification standard, negotiate with the Union the rates of pay and the rules affecting the pay of employees for the classifications affected. If the parties fail to reach agreement within ninety (90) days from the date on which the Employer submits the new or revised standard to the Union, the Employer may apply the new rates of pay and the Union may refer the matter to arbitration. The arbitrator's decision will be retroactive to the date of application of the new rates.

ARTICLE 36 - ADJUSTMENT OF DISPUTES

- 36.01 The Employer and the Union recognize that grievances may arise in each of the following circumstances:
 - (1) by the interpretation or application of:
 - (a) a direction or other instrument made or issued by the Employer dealing with terms or conditions of employment; or
 - (b) a provision of this Collective Agreement or Arbitral Award; and
 - (2) disciplinary action resulting in demotion, suspension, or a financial penalty;
 - (3) dismissal; and
 - (4) letters of discipline placed on personnel file.
- 36.02 If he so desires, an employee may be assisted and represented by the Union when presenting a grievance at any level.
- 36.03 An employee who wishes to present a grievance at any prescribed level in the grievance

- procedure, shall transmit this grievance to his immediate supervisor who shall forthwith:
- (1) forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate level; and
 - (2) provide the employee with a receipt stating the date on which the grievance was received by him.
- 36.04 Except as otherwise provided in this Agreement a grievance shall be processed by recourse to the following steps:
- (1) First Level (Housing Manager)
 - (2) Second Level (Board of Directors)
 - (3) Final Level (Arbitration)
- 36.05 The Union shall have the right to consult with the Employer with respect to a grievance at each level of the grievance procedure.
- 36.06 An employee may present a grievance to the first level of the procedure in the manner prescribed in Clause 36.03 not later than twenty-five (25) calendar days after the date on which he is notified orally or in writing or on which he first becomes aware of the action or circumstances giving rise to the grievance.
- 36.07 The Employer shall reply in writing to an employee's grievance within fourteen (14) calendar days at level 1, and within thirty (30) calendar days at Level 2.
- 36.08 An employee or the Union may present a grievance at each succeeding level in the grievance procedure beyond the first level,
- (1) where the decision or settlement is not satisfactory to the grievor, within fourteen (14) calendar days after that decision or settlement has been conveyed in writing to him by the Employer, or;
 - (2) where the Employer has not conveyed a decision to the grievor within the time prescribed in Clause 36.08 within fourteen (14) calendar days after the day the reply was due.
- 36.09 Where an employee has been represented by the Union in the presentation of his grievance, the Employer will provide the appropriate representative of the Union with a copy of the Employer's decision at each level of the grievance procedure at the same time that the Employer's decision is conveyed to the employee.
- 36.10 When an employee is dismissed, he shall be given notice in writing, together with the reasons therefore within twenty-four (24) hours. When the Employer dismisses an employee the grievance procedures shall apply except that the grievance may be presented at the Final Level.
- 36.11 The Union shall have the right to initiate and present a grievance on any matter as per the method outlined in the grievance procedure.
- 36.12 An employee shall have the right to present a grievance on matters relating to the application or interpretation of this Agreement provided he first obtains the authorization of the Union prior to presenting such grievance.
- 36.13 An employee may, by written notice to the Housing Manager, withdraw a grievance provided that, where the grievance is one arising out of the application or interpretation of this Agreement his withdrawal has the approval, in writing, of the Union.
- 36.14 The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the employee, and where appropriate, the Union Representative. Grievances that are not presented at any level of the grievance procedure within the time limits set out in the

procedure shall be considered abandoned.

- 36.15 No proceedings under this Article are invalid by reason of any defect of form or any technical irregularity.

Arbitration

- 36.16 Should the grievance not be resolved following Level 2 either party may, by written notice to the other party, refer the matter to arbitration.

36.17 Single Arbitrator

- (1) The parties agree that any arbitration arising out of this agreement shall be made by a single arbitrator to be mutually agreed upon by the parties.
- (2) If mutual agreement is not reached by the parties to choose a single arbitrator within thirty (30) calendar days from the date that either party receives notification of a wish to proceed to arbitration, then the Canada Labour Relations Board shall be asked to appoint said arbitrator. This appointment shall be accepted by both parties.

36.18 Power of the Arbitrator

- (1) The arbitrator has all of the powers granted to arbitrators under the Canada Labour Code Part I in addition to any powers which are contained in this Agreement.
 - (2) The arbitrator shall hear and determine the difference or allegation and shall issue a written decision and the decision is final and binding upon the parties and upon any employee affected by it.
 - (3) The award of the arbitrator shall be signed by him and copies thereof shall be transmitted to the parties to the dispute within three months of the hearing.
- 36.19 The Arbitrator shall not have the authority to alter or amend any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or to render any decision contrary to the terms and provisions of this Agreement, or to increase or decrease wages.
- 36.20 The Employer and the Union shall each pay one-half (½) of the remuneration and expenses of the arbitrator and each party shall bear its own expenses of every such arbitration.
- 36.21 Where a party has failed to comply with any of the terms of the decision of the arbitrator, either party or the employee affected by the decision may, after the expiration of thirty (30) calendar days from the date of the receipt of the decision or the date provided in the decision for compliance, whichever is later, make an application to the Supreme Court of the Northwest Territories to enforce the terms of the decision. Except in the case of a question of law there will be no review of the reasons for the decision.
- 36.22 In addition to the powers granted to arbitrators under the Provision of the Canada Labour Code Part I the Arbitrator may determine that the employee has been dismissed for other than proper cause and he may:
- (1) direct the Employer to reinstate the employee and pay to the employee a sum equal to his wages lost by reason of his dismissal, or such less sum as in the opinion of the arbitrator is fair and reasonable; or
 - (2) make such order as he considers fair and reasonable having regard to the terms of this Agreement.
- 36.23 The Labour/Management Committee shall have four days to attempt to resolve any matter prior to it being referred to arbitration.

