

COLLECTIVE AGREEMENT

BETWEEN

PUBLIC SERVICE ALLIANCE OF CANADA

AS REPRESENTED BY

THE UNION OF NORTHERN WORKERS

AND

THE FORT SMITH HOUSING AUTHORITY

EFFECTIVE: APRIL 1, 2008  
EXPIRES: MARCH 31, 2011

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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 Employer 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) "Alliance" means the Public Service Alliance of Canada.
  - (b) "Allowance" means compensation payable to an employee in addition to his regular remuneration payable for the performance of the duties of his position.
  - (c) "Bargaining Unit" means all employees of the Fort Smith Housing Association excluding the Manager.
  - (d) A "Casual Employee" means a person employed by the Employer for a period not to exceed four (4) months. If the casual employment exceeds four (4) months the employee shall be considered a term employee and shall be entitled to all the benefits of a term employee retroactive to the original date of hire.
  - (e) A "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.
  - (f) "Continuous Employment" and "Continuous Service" means uninterrupted employment with the Employer; and 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.

- (g) "Day of Rest" in relation to an employee means a day (Saturday and Sunday) 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.
- (h) "Demotion" means the appointment of an employee for reasons of incompetence or misconduct, to a new position for which the maximum pay is less than that of his former position.
- (i) "Dependent" means a person who is the employee's spouse (including common-law), child, step-child, adopted child, foster child who is under twenty-one (21) years of age and dependent upon him for support or being twenty-one (21) years of age or more and dependent upon him by reason of mental or physical infirmity or any other relative of the employee's household who is wholly dependent upon him for support by reason of mental or physical infirmity.
- (j) "Employee" means a member of the bargaining unit.
- (k) "Employer" means the Fort Smith Housing Association.
- (l) "Fiscal Year" means the period of time from April 1, in one year to March 31, in the following year.
- (m) "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.
- (n) "Holiday" means the twenty-four (24) hour period commencing at 12:01 A.M. at the beginning of a Designated Paid Holiday specified in Article 16 of this Agreement.
- (o) "Lay-Off" means an employee whose employment has been terminated because of lack of work or lack of funding.
- (p) "Leave of Absence" means absence from duty with the Employer's permission.
- (q) "Lieu Time" means that equivalent leave with pay taken in lieu of a cash payment.

- (r) "Manager" means the Manager of the Employer.
- (s) "May" shall be regarded as permissive and "Shall" and "Will" as imperative;
- (t) "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 special levy;
- (u) "Overtime" means work performed by an employee in excess of his/her regularly scheduled hours of work. For part-time employees, overtime means all hours worked in excess of the regular hours of work per day for a full-time employee in the same position.
- (v) "Part-time employee" means an employee who works less than the number of regular hours of work per day, week or month worked by a full-time employee. Part time employees shall be entitled to all benefits for which they are eligible, on a prorated basis.
- (x) "Probation" means a period of nine (9) months from the day upon which an employee is first appointed to the Employer, or a period of six (6) months after an employee has been transferred or promoted from within.
- (y) "Representative" means an employee who has been elected or appointed as an area steward or who represents the Union at meetings with management and who is authorized to represent the Union.
- (z) A "term employee" means an employee who is hired on a term basis with a definite completion date for a full time or a part time position;
- (aa) "Union" means the Public Service Alliance of Canada as represented by its component the Union of Northern Workers.
- (bb) "Week" for the purposes of this Agreement shall be deemed to commence at 12:01 A.M. on Sunday and terminate at midnight on Saturday.

2.02 Except as otherwise provided in this Agreement, expressions used in this Agreement, if defined in the Canada Labour Code or in the Regulations made thereunder, have the same meaning as given to them in the Code or Regulation.

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

### **ARTICLE 3 - RECOGNITION**

- 3.01 The Employer recognizes the Union as the exclusive bargaining agent for all Employees of the Employer.

#### **Discrimination**

- 3.02 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 for which a pardon has been granted, union membership or activity, or for exercising their rights under this Agreement.
- 3.03 The Employer, the employees and the Union recognize the right of all persons employed by the Employer to work in an environment free from unwanted personal harassment, sexual harassment, abuse of authority or workplace violence and agree that any of the aforementioned actions will not be tolerated in the workplace.
- 3.04 The Employer will take such disciplinary measures, as the Employer deems appropriate, against any person under the Employer's direction who subjects any employee to personal harassment, sexual harassment, abuse of authority or workplace violence.
- 3.05 "Personal harassment" means any vexatious behaviour in the form of repeated and hostile or unwanted conduct, verbal comments, actions or gestures that affects an employee's dignity or psychological or physical integrity and that results in a harmful work environment for the employee by a person employed by the Employer that is directed at and is offensive to another person employed by the Employer which the first person knew or ought reasonably to have known would be unwelcome.
- 3.06 Abuse of authority means an individual's improper use of power and authority inherent in the position held, by means of intimidation, threats, blackmail or coercion. This comprises actions which endanger an employee's job, undermine an employee's ability to perform the job or threatens the economic livelihood of an employee. However, it shall not

include the legitimate exercise of an individual's supervisory power or authority.

### Freedom from Sexual Harassment

- 3.07 "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.
- 3.08 Every employee is entitled to employment free of sexual harassment.
- 3.09 The Employer, the employees and the Union will make every reasonable effort to ensure that no employee is subjected to sexual harassment.
- 3.10 Complaints of sexual harassment may be brought to the attention of the Employer at any level of management appropriate to the circumstances. An employee may be assisted by the Union in making a complaint.
- 3.11 The Employer will not disclose the name of the complainant or the circumstances related to the complaint to any person except where disclosure is necessary for the purposes of investigating the complaint, taking disciplinary measures in relation thereto, or advising law enforcement officials as necessary.
- 3.12 The Employer shall issue a policy concerning sexual harassment which substantially conforms to the provisions of this Article. The Employer shall make each person under the Employer's direction aware of the policy concerning sexual harassment.

### Freedom from Workplace Violence

- 3.13 "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.
- 3.14 Every employee is entitled to employment free of workplace violence.
- 3.15 The Employer, the employees and the Union will make every reasonable effort to ensure that no employee is subjected to workplace violence.

- 3.16 No employee shall be required to perform work at any worksite under circumstances of workplace violence by third parties. The Employer shall take appropriate remedial measures in such situations.
- 3.17 Complaints of workplace violence may be brought to the attention of the Employer at any level of management appropriate to the circumstances. An employee may be assisted by the Union in making a complaint.
- 3.18 The Employer will not disclose the name of the complainant or the circumstances related to the complaint to any person except where disclosure is necessary for the purposes of investigating the complaint or taking disciplinary measures in relation thereto.
- 3.19 The Employer shall issue a policy concerning workplace violence which substantially conforms to the provisions of this article. The Employer shall make each person under the Employer's direction aware of the policy concerning workplace violence.

#### **ARTICLE 4 - APPLICATION**

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

#### **ARTICLE 5 - FUTURE LEGISLATION**

- 5.01 In the event that any law passed by Parliament or the Government of the Northwest Territories, renders null or 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 of equal value for the annulled or altered provision.

#### **CONFLICT OF PROVISIONS**

- 5.02 Where there is any conflict between the provisions of this agreement and any Employer policy dealing with terms and conditions of employment, the provisions of this agreement shall prevail.

#### **ARTICLE 6 - STRIKES AND LOCKOUTS**

- 6.01 During the term of this Collective Agreement, there shall be no lockout by

the Employer and no interruption or impeding of work, work stoppage, strike, sit-down, slow-down, or any other interference with production by any employee or employees.

#### **ARTICLE 7 - MANAGERIAL RESPONSIBILITIES**

- 7.01 (1) Management shall exercise its right in a manner that is fair, reasonable and consistent with the terms of this agreement.
- (2) Except to the extent provided in this agreement, this agreement in no way restricts the Employer in the management and direction of the Employer.

#### **ARTICLE 8 - RESTRICTION ON OUTSIDE EMPLOYMENT**

- 8.01 An employee may carry on any business or employment outside his regularly scheduled hours of duty without interference from the Employer.
- 8.02 Employees are prohibited from carrying on any business or employment outside their regularly scheduled hours of duty only when such business or employment is such that:
- (a) a conflict of duties may develop between an employee's regular work and his outside interests; and
  - (b) certain knowledge and information available only to Employer employees place the individual in a position where he can exploit the knowledge or information for personal gain.

#### **ARTICLE 9 - EMPLOYER DIRECTIVES**

- 9.01 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 provide a copy of that directive to the Union prior to issuing the directives.

#### **ARTICLE 10 - UNION ACCESS TO EMPLOYER PREMISES**

- 10.01 Upon reasonable notification the Employer shall permit access to its work premises of an accredited representative of the Union.

## **ARTICLE 11 - APPOINTMENT OF REPRESENTATIVES**

- 11.01 The Employer acknowledges the right of the Union to appoint employees as representatives. The Union will provide the Employer with the name of its representative within a reasonable period.

## **ARTICLE 12 - TIME-OFF FOR UNION BUSINESS**

### **Arbitration Hearings**

- 12.01 (a) The Employer will grant leave with pay to a reasonable number of employees to represent the Union before an Arbitration hearing.

### **Employee called as a Witness**

- (b) The Employer will grant leave with pay to an employee called as a witness before an Arbitration hearing by the Employer and leave with pay to an employee called as a witness by the Union.
- 12.02 (a) The Employer will grant leave with pay to an employee who is a party to the grievance which is before an Arbitration Board.

### **Employee who acts as a Representative**

- (b) Where operational requirements permit, the Employer will grant leave with pay to the representative of an employee who is a party to the grievance.

### **Employee called as a Witness**

- (c) Where operational requirements permit, the Employer will grant leave with pay to a witness called by an employee who is a party to the grievance.
- 12.03 Where an employee and his representative are involved in the process of his grievance, and where operational requirements permit he or they shall be granted reasonable time off with pay.

### **Contract Negotiations Meetings**

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

### Preparatory Contract Negotiations Meetings

- 12.05 Where operational requirements permit the Employer will grant leave with pay to a reasonable number of employees to attend preparatory negotiations meetings.

### Time Off for Meeting with Management

- 12.06 The Employer will grant time-off with pay to a reasonable number of employees who are meeting with management on behalf of the Union.

### Employee Organization, Executive Council Meetings, Congress and Convention

- 12.07 Where operational requirements permit, the Employer will grant reasonable leave without pay to a reasonable number of 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.

### Representatives Training Course

- 12.08 Where operational requirements permit, the Employer will grant reasonable leave without pay to an employee who exercises the authority of a Representative on behalf of the Union to undertake training related to the duties of a representative.

### TIME-OFF FOR REPRESENTATIVES

- 12.09 (a) A representative shall obtain the permission of his immediate supervisor before leaving his work to investigate a grievance, to meet with management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld.
- (b) The representative shall make every reasonable effort to report back to his supervisor before resuming his normal duties.
- (c) Where an employee and his representative are involved in the process of a grievance he shall be granted time off with pay.
- 12.10 When operational requirements permit and upon reasonable notice the Employer will grant reasonable leave with pay for employees who:
- (a) participate as a delegate to constitutional conferences or other

similar forums mandated by Federal or Territorial legislation; and

- (b) present briefs to commission, boards and hearings that are mandated by Territorial legislation or the Federal Government.

### **ARTICLE 13 - MEMBERSHIP FEES DEDUCTION**

- 13.01 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.
- 13.02 The Alliance shall inform the Employer in writing of the Membership Fees to be deducted for each employee within the Bargaining Unit.
- 13.03 For the purpose of applying Clause 13.01, deductions from pay for each employee will occur on a bi-weekly basis.
- 13.04 From the date of signing and 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.
- 13.05 The amounts deducted in accordance with Clause 13.01 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.
- 13.06 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer.
- 13.07 The Employer agrees to identify annually on each employee's T-4 slip the total amount of Membership Fees deducted for the preceding year.
- 13.08 Where the Employee requests that the Employer make payroll deductions for other purposes, and the Employee puts that request in writing, the Employer shall make those deductions from the Employee's pay.

### **ARTICLE 14 - INFORMATION**

- 14.01 The Employer agrees to provide the Union whenever there are changes, and upon the request of the Union, with information concerning the identification of each employee in the Bargaining Unit. This information

shall include the name, rate of pay, employment status and social insurance number of all employees in the Bargaining Unit.

The Employer shall indicate which employees have been recruited or transferred and those employees who have been struck off strength during the period reported.

14.02 The Employer shall provide each employee with a copy of the Collective Agreement. The Union and the Employer shall share equally all costs associated with the printing and distribution of this agreement. The Union shall facilitate such printing and distribution.

14.03 The Employer agrees to provide each new member of the Bargaining Unit with a copy of the Collective Agreement upon his appointment.

#### **ARTICLE 15 - PROVISION OF BULLETIN BOARD SPACE AND OTHER FACILITIES**

15.01 The Employer shall provide bulletin board space in each location clearly identified for exclusive Union use.

15.02 The Employer may make available to the members of the Bargaining Unit a suitable meeting room to be used from time to time for the conducting of business relating to the Bargaining Unit.

15.03 The Employer will deliver any mail originating from the Union addressed to members.

#### **ARTICLE 16 - DESIGNATED PAID HOLIDAYS**

16.01 (1) The following days are Designated Paid Holidays for employees covered by this Collective Agreement:

- (a) New Year's Day;
- (b) Good Friday;
- (c) Easter Monday;
- (d) The day fixed by proclamation of the Governor in Council for the celebration of the Birthday of the Sovereign;
- (e) National Aboriginal Day;

- (f) Canada Day;
  - (g) The first Monday in August, or another day fixed by order of the Commissioner of the N.W.T.;
  - (h) Labour Day;
  - (i) The day fixed by Order of the Commissioner as a general day of Thanksgiving;
  - (j) Remembrance Day;
  - (k) Christmas Day;
  - (l) Boxing Day;
  - (m) One additional day when proclaimed by an Act of Parliament as a National Holiday.
- (2) Where a majority of employees in Fort Smith are provided with time off in support of a community function, Employees of the Employer shall be granted the same time off with pay. Where operational requirements are such that an employee or employees cannot be granted this time off they shall be paid at the applicable overtime rate for this time.
- (a) Employees who are on vacation leave during a community function shall also receive the time off referred to in article 16.01 (2) and 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.
- (3) Clause 16.01 does not apply to an employee who is absent without pay on both the working day immediately preceding and the working day following the Designated Paid Holiday, except with the approval of the Board of Directors of the Employer.

#### HOLIDAY FALLING ON A DAY OF REST

16.02 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.

16.03 When a Designated Paid Holiday for an employee is moved to another day under the provisions of Clause 16.02

- (a) 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
- (b) work performed by an employee on a Designated Paid Holiday , shall be considered as work performed on a Designated Paid Holiday.

16.04 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 holiday:

- (a) Time and one half (12) times his hourly rate for the first four (4) hours worked, and;
- (b) Twice (2X) his hourly rate for the hours worked in excess of four (4) hours.
- (c) An equivalent combination of pay and day of leave at a later date convenient to both the employee and the Employer.

16.05 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.

16.06 At the request of the employee, and where operational requirements of the Employer permit, an employee shall not be required to work both Christmas and New Year's Day.

### **ARTICLE 17 - LEAVE – GENERAL**

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

- (a) an employee's employment is terminated by his death;
- (b) an employee's employment is terminated by lay-off.

17.02 When an employee is in receipt of an extra allowance and is granted leave with pay, he is entitled during his period of leave to receive the allowance if the special or extra duties in respect of which he is paid the allowance were assigned to him on a continuing basis.

17.03 When an employee is granted leave of absence without pay, the employee shall not be entitled during his period of leave to receive any pay, allowances or benefits unless otherwise agreed to by the Employer and the employee.

17.04 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.

## ARTICLE 18 - VACATION LEAVE

### ACCUMULATION OF VACATION LEAVE

- 18.01 (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 point five (1.5) days each month until the month in which the anniversary of the third year (3rd) year of continuous service is completed.
  - (b) One point nine-two (1.92) days each month after completion of three (3) years of continuous service and ending in the month that eight (8) years of continuous employment is completed.
  - (c) Two point two-five (2.25) days each month commencing in the month after completion of eight (8) years of continuous employment is completed and ending in the month that fifteen (15) years of continuous employment is completed.
  - (d) Two point three-three (2.33) days each month commencing in the month after completion of fifteen (15) years of continuous service.

### GRANTING OF VACATION LEAVE

- 18.02 (1) In granting vacation leave with pay to an employee, the Employer shall make every reasonable effort:
- (a) to schedule vacation leave for all employees in the fiscal year in which it is earned;
  - (b) not to recall an employee to duty after he has proceeded on vacation leave;

- (c) to grant the employee his vacation leave during the fiscal year in which it is earned at a time specified by the employee; this provides for advancement of vacation leave;
  - (d)
    - (i) to 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
    - (ii) to grant employees their vacation leave preference, and where as between two or more employees who have expressed a preference for the same period of vacation leave, length of service with the Employer will prevail;
    - (iii) where the operational requirements of the service are such that an employee is not permitted to take his vacation leave during the months of April to September inclusive in one fiscal year, special consideration will be given to his being granted his vacation leave during the months of April to September in the next fiscal year;
  - (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 the employee gives the Employer reasonable advance notice.
- (2) The Employer shall reply to the request for vacation leave submitted by the employee within ten working days after the request has been received. 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 or vacation leave.

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

- (a) is granted special leave, when there is a death in his immediate family as defined in Article 19; or
- (b) is granted special leave with pay because of illness in the immediate family as defined in Article 19; or
- (c) 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 and approved by the Employer or reinstated for use at a later date.

#### CARRY-OVER PROVISIONS

- 18.04 Employees shall be permitted to carry over an amount of vacation leave credits that can be earned in one fiscal year. Vacation leave credits exceeding a one (1) years entitlement will be liquidated in cash at the end of the fiscal year.

#### RECALL FROM VACATION LEAVE

- 18.05 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:

- (a) in proceeding to his place of duty, when outside the community;
- (b) in respect of any non-refundable deposits or pre-arrangements associated with his vacation;
- (c) 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 as are normally required by the Employer.

- 18.06 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.

#### LEAVE WHEN EMPLOYMENT TERMINATES

- 18.07 Where an employee dies or otherwise terminates his employment:

- (a) 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
- (b) the Employer shall grant the employee any vacation leave earned but not used by him before the employment is terminated by lay-off if the employee so requests.

18.08 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 18.07. If after reasonable efforts the Employer is unable to locate the employee within 6 months of termination, his entitlement shall lapse.

Excluding extenuating circumstances an employee will be deemed to have abandoned his position if he has not contacted his Employer within five (5) working days.

#### VACATION TRAVEL ASSISTANCE

- 18.09 (1) All employees traveling on vacation leave are entitled to transportation assistance once each fiscal year for themselves and their dependants.
- (2) Notwithstanding Clause (1) above, an employee shall not receive transportation assistance under this Article during his first six (6) months of employment with the Employer.
- (3) Effective April 1, 2003, transportation assistance provided to employees and their dependants, if any, shall be \$725.00.
- (4) A cheque for the eligible amount stated above shall be issued on April 1st of each year.

#### TRAVEL TIME

- 18.10 (1) Every employee who is proceeding on vacation leave shall be granted, once in each fiscal year, in addition to his vacation leave, subject to 18.10(2), three (3) days travel time with pay.
- (2) An employee's travel time entitlement will be granted within the established limit when at least an equal number of days annual leave are liquidated in conjunction with an application for travel time. In cases where a Designated Paid Holiday falls within the period of annual leave, it shall be considered as a day of liquidated leave for determining the entitlement of travel time.
- (3) Notwithstanding Clause (1), an employee shall not be granted travel time under this Article during his first six (6) months of employment with the Employer.
- 18.11 Upon liquidation of at least five (5) days of annual leave from October 1 to March 31 one winter leave day shall be granted. There shall be a

maximum of two winter bonus leave days annually. Such leave will not be deducted from the employee's regular leave credits.

## **ARTICLE 19 – SPECIAL LEAVE**

### **CREDITS**

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

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

As credits are used, they may continue to be earned up to the maximum.

19.02 For the purpose of this Article, immediate family is defined as an employee's father, mother, brother, sister, spouse, common-law spouse, child, step-child, foster child, father-in-law, mother-in-law, grandmother, grandfather, and any relative permanently residing in the employee's household or with who the employee permanently resides.

- (1) The Manager 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;
  - (b) when an employee is to be married.
- (2) The Manager may grant an employee special leave with pay for a period of up to five (5) consecutive working days:
  - (a) (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 the employee's community or residence becomes seriously ill.
  - (b) 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 if the employee makes every reasonable effort to report for duty;
  - (iii) serious community emergencies, where the employee is required to render assistance.
- (c) in the event of the death of the employee's grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law.
- (d) 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 with the Employer;
  - (ii) attends his University Convocation, if he has been continuously employed for at least one (1) year;
  - (iii) attends a course in civil defence training;
  - (iv) requires a medical examination for enlistment in the Armed Forces or in connection with a veteran's treatment program.
- (e) Such leave will not be unreasonably withheld.

19.03 Special leave in excess of five (5) consecutive working days for the purposes enumerated in clause 19.02 may only be granted with the Employer's approval.

19.04 An employee shall be granted special leave with pay up to the 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. Under special circumstances the Employer may extend this period to a maximum to five (5) working days.

#### ADVANCE OF CREDITS

19.05 Where an employee has insufficient credits to permit the granting of special leave within the meaning of this Article, leave may, at the discretion of the Employer be granted, subject to the deduction of such

advance leave from any special leave credits subsequently earned.

### CASUAL LEAVE

19.06 Employees shall be granted casual leave with pay to a maximum of two (2) hours for the following purposes:

#### Medical, Dental, School and Legal Appointments

- (1) (a) Whenever it is necessary for an employee to attend upon his doctor, nurse, dentist, dental therapist, school or lawyer during working hours he shall be granted casual leave for these purposes.

#### Other Casual Leave

- (b) The Manager may grant an employee casual leave for other purposes of a special or unusual nature.
- (2) Employees shall be granted casual leave with pay to a maximum of one half (1/2) day per occurrence where the employee's physician requires him to attend regular or recurring medical treatments or checkups.

### QUARANTINE

19.07 Employees shall be granted special leave with pay to a maximum of earned special leave for time lost through quarantine when the employee provides the Employer with a medical certificate to that effect.

19.08 The provisions of this Article do not apply to an employee who is on leave of absence without pay, or under suspension.

## **ARTICLE 20 - SICK LEAVE**

### Credits

20.01 Sick leave will only be used to compensate employees who are unable to work because of illness or injury.

20.02 An employee shall earn sick leave credits at the rate of one and a quarter (1.25) days for each calendar month for which he receives pay for at least ten (10) days.

20.03 Subject to the remainder of this Article, all absences on account of illness

on a normal working day shall be charged against an employee's accumulated sick leave credits except:

- (a) When the period of absence is two hours or less there shall be no charge;
- (b) When the period of absence is more than two hours but less than a full day, one half day shall be charged.

20.04 Unless otherwise informed by the Employer an employee must sign a statement stating that because of illness or injury he was unable to perform his duties.

20.05 In circumstances where sick leave would be authorized but the employee has insufficient or no sick leave credits, the Employer may grant the employee a sick leave advance 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.

20.06 An employee is not eligible for sick leave with pay for any period during which he is on leave of absence without pay or under suspension.

20.07 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.

20.08 Every employee who is referred to a medical centre or dental clinic outside of Fort Smith shall be granted leave of absence with pay which is not to be charged against his sick leave credits for the lesser of two (2) days or the actual time taken to travel from his post to the medical centre and return.

20.09 Upon retirement, the employee shall receive one (1) day's pay for every ten (10) days of accumulated sick leave to a maximum of fifteen (15) days.

#### TRANSPORTATION TO A MEDICAL CENTRE

20.10 (a) Where an employee or an employee's dependant is required to travel from his place of residence in the N.W.T. to secure medical or dental treatment, traveling expenses incurred will be reimbursed subject to the following provisions:

- (i) Payment shall be in the amount of a two hundred and fifty dollar (\$250.00) deductible on the airfare, and all reasonable expenses to be agreed upon by the employee and Employer.

- (ii) Payment shall not be made unless the claim is supported by a certificate from a qualified medical or dental practitioner, as the case may be, stating that the treatment was non-elective and required for the health of the patient, and could not be provided by the facilities or services available at the community in which the employee is resident.

This Article will not apply to initial consultation visits for Orthodontic purposes.

## **ARTICLE 21 - OTHER TYPES OF LEAVE**

### **COURT LEAVE**

21.01 Leave of absence with pay shall be given to every employee other than an employee on leave of absence without pay or under suspension, who is required:

- (a) to serve on a jury, or jury selection;
- (b) 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.

### **INJURY ON DUTY LEAVE**

21.02 (1) An employee shall be granted injury-on-duty leave with pay for such reasonable period as may be determined by the Workers'

Compensation Board where it is determined by a Workers' Compensation Board that he is unable to perform his duties because of:

- (a) a personal injury accidentally received in the performance of his duties and not caused by the employee's willful 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.

- (2) While the parties are awaiting for the decision of the Workers' Compensation Board as to the compensability of the injury, the employee shall use his sick leave credits. If the injury is not compensable, there shall be no return of sick leave credits used by the employee. If the injury is compensable, the Employer shall credit the employee with the sick leave credits used.

#### MATERNITY LEAVE

- 21.03 (1) Subject to 21.03(2), an employee who becomes pregnant shall:
  - (a) Notify the Employer of her pregnancy at least 15 weeks prior to the expected date of termination of her pregnancy; and
  - (b) Be granted leave of absence without pay, commencing eleven (11) weeks before the expected date of termination of her pregnancy and ending not later than twenty-six (26) weeks after the date of termination of her pregnancy.
- (2) At the request of an employee, the Employer may vary the time specified in 21.03 (1) provided that the employee submits the written approval of either a qualified medical practitioner or a person approved by the Deputy Minister of Health.
- (3) 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 or temporarily transfer the employee to another position with equal pay or allow the employee to take leave of absence without pay for the duration of her pregnancy.

- (4) 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.
- (5) Maternity leave allowance payments will consist of:
  - (a) for two (2) weeks, ninety-three (93%) percent of the employee's weekly rate of pay;
  - (b) for up to an additional fifteen (15) 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 being received by the employee.
  - (c) 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.
- (6) 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 at 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.
- (7) Should the employer fail to return to work in accordance with Article 21.03 (6), 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 allowance. 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.
- (8) Maternity leave without pay granted by the Employer shall be counted for the calculation of continuous employment.

#### PARENTAL LEAVE WITHOUT PAY

- 21.04 (a) 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, the employee shall be granted paternal 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.
- (b) Parental leave granted by the Employer shall be counted for the calculation of continuous employment.
- (c) Parental leave utilized by an employee-couple shall not exceed a total of thirty-seven (37) weeks for both employees combined.
- (d) 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.
- (e) Parental leave taken by an employee in conjunction with maternity leave shall be taken immediately after the termination of the maternity leave and the duration of both periods of leave shall not exceed a total of fifty-two (52) weeks.

#### PERSONAL LEAVE WITHOUT PAY

- 21.05 The Employer may grant leave without pay at the request in writing of an employee.

#### EMERGENCY LEAVE

- 21.06 Notwithstanding any provision for leave in this Agreement, the Employer may grant leave of absence with or without pay to an employee in emergency or unusual circumstances.

### ARTICLE 22 - CASUAL EMPLOYEES

- 22.01 Casual employees shall be entitled to all articles in the Collective Agreement except the following:

- (1) Article 18 - Vacation Leave
- (2) Article 19 - Special Leave

- (3) Article 20 - Sick Leave
- (4) Article 21.01, 21.03, 21.04, 21.05
- (5) Article 39.04 (3) and (4)
- (6) Article 44
- (7) Article 46

22.02 Casual employees shall be paid 4% of their salary for vacation pay. This pay shall be paid bi-weekly on the employees regular pay cheque.

### **ARTICLE 23 - TERM EMPLOYEES**

23.01 Term employees shall be entitled to all articles in the Collective Agreement except Article 18, Articles 21.03, 21.04, 38, 39.04 (3) and 46.

23.02 Term employees shall earn vacation credits equivalent to one and one half (1.5) days for each month in which the employee received ten (10) days pay. Unused vacation leave credits shall be paid out to the term employee upon completion of the term.

### **ARTICLE 24 - HOURS OF WORK**

24.01 Regular hours of work for office staff shall be from 8:30 a.m. to 5:00 p.m., exclusive of a one (1) hour meal period, Monday to Friday. Regular hours of work for maintenance staff shall be from 8:00 a.m. to 5:00 p.m., exclusive of a one (1) hour meal period, Monday to Friday.

24.02 Employees shall be entitled to a rest period, with pay, of fifteen (15) minutes duration commencing on or about mid-morning and shall be entitled to a rest period with pay, of fifteen (15) minutes duration commencing on or about mid-afternoon.

24.03 A specified meal period of one hour's duration shall be scheduled as close to the mid-point of the shift as possible. The Employer will make every effort to arrange meal periods at times convenient to the employees.

### **ARTICLE 25 - OVERTIME**

25.01 In this Article:

- (a) "Overtime" means work performed by an employee in excess of 7.5 or 8 hours daily or 37.5 or 40 hours weekly, as applicable.
- (b) "Straight time rate" means the hourly rate of remuneration.

(c) "Time and one-half" means one and one-half times the straight time rate.

(d) "Double time" means twice the straight time rate.

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

25.03 (1) 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, an employee may refuse to work overtime provided the employee puts his refusal in writing.

25.04 Overtime work shall be compensated as follows:

(i) at time and one-half (1 1/2) for all time worked except as provided in Clause 25.04(ii);

(ii) at double time (2X) for all time worked after the first four (4) consecutive hours of overtime.

(iii) At the request of the employee, in lieu of (i) and (ii) above, the Employer shall agree to grant equivalent lieu time at the appropriate overtime rate.

25.05 Employees may accumulate up to one hundred and twenty (120) hours of lieu time.

25.06 All overtime in excess of one hundred and twenty (120) hours will be paid to the employee on his next regular pay.

25.07 Lieu time shall be taken at a time mutually agreeable to the Employer and the employee.

25.08 Lieu time may be taken in conjunction with annual leave.

25.09 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 calculated under Article 37.

### ARTICLE 26 - PAY

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

26.02 (1) Employees shall be paid by way of direct deposit on a bi-weekly basis with paydays being every second Thursday.

(2) Where payroll information is distributed to employees at their place of work, it shall be placed in sealed envelopes.

26.03 Employees who have earned overtime compensation or any other extra allowances in addition to their regular pay, shall receive such remuneration in the two (2) weeks following the pay period when such compensation was earned.

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

### ACTING PAY

26.04 When an employee is required by the Employer to perform the duties of a higher classification level on an acting basis, 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.

### SALARY INCREASES

26.05 (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 the month in which the Agreement was signed.

(3) Pay increases are dependant on satisfactory performance of the duties of the position by the employee. If an employee is denied a

pay increase it shall be subject to the grievance procedure.

#### RECOVERY OF OVERPAYMENT

- 26.06 (a) Where an employee has received more than his proper entitlement to wages or benefits, no continuing employee shall be subject to such deductions in excess of twenty percent (20%) of the employee's net earnings per pay period.
- (b) If more than two (2) years has passed since the overpayment, there shall be no recovery of the overpayment.

#### ARTICLE 27 - REPORTING PAY

- 27.01 If an employee reports to work on his regular workday and there is insufficient or no work available he is entitled to four (4) hours pay at the straight time rate.
- 27.02 If an employee is directed to report for work on a day of rest or on a Designated Paid Holiday, and there is insufficient work available, he shall be entitled to four (4) hours of work at the appropriate overtime rate. When no work is available he shall receive compensation equal to four (4) hours pay at the appropriate overtime rate.

#### ARTICLE 28 - CALL-BACK PAY

- 28.01 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.

In the case where an employee is on standby, Article 43 shall apply.

#### ARTICLE 29 - TECHNOLOGICAL CHANGE

- 29.01 (a) Both parties recognize the overall advantages of technological change. Both parties will therefore encourage and promote technological change and improvements.
- (b) With this in view, and recognizing the extensive lead time required

for the selection, installation and providing of sophisticated equipment, the Employer agrees to provide as much advance notice as is practicable but not less than three (3) months notice 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.

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

### **ARTICLE 30 - LAY-OFF AND JOB SECURITY**

30.01 (a) The Employer agrees that 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. When lay-offs are necessary, they shall be made on the basis of reverse order of seniority and classification of work.

- (b) In order to minimize the adverse effects of lay-off, the Employer may provide retraining when practicable.

- (c) A person ceases to be a lay-off if he is not appointed to a position within twelve (12) months from the date on which he became a lay-off.30.02

30.02 Before an employee is laid off:

- (a) 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;
- (b) every employee subject to lay-off shall during the three (3) months 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 for the employee to travel to and from the place where his presence is so required.

30.03 Recall from a lay-off will be made on the basis of seniority and classification of work.

30.04 The Employer shall give notice of recall personally or by registered mail. Where notice of recall is given personally, the Employer shall deliver in duplicate 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 fourteen (14) days from the date of mailing.

- 30.05 The employee shall return to work within ten (10) working days of receipt of notice of recall.
- 30.06 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.
- 30.07 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.

#### **COOLING OFF PERIOD - 2 WORKING DAYS**

- 30.08 An employee who willfully terminates his employment as a result of a misunderstanding or argument shall be allowed to return to work and remain employed if he does so within two (2) working days. Should the Employer refuse to allow the employee to return to work, the termination shall be considered as a discharge, effective the date that the employee sought to return to work, and may be grieved as a discharge. The benefit of the cooling off period shall only apply once per fiscal year. This clause does not apply to casual employees.

#### **ARTICLE 31 - JOB DESCRIPTIONS**

- 31.01 When an employee is first engaged or when an employee is reassigned to another position in the Bargaining Unit, the Employer shall, before the employee is assigned to that position, provide the employee with a written Job Description of the position to which he is assigned.
- 31.02 Upon written request, an employee shall be entitled to a complete and current Job Description and responsibilities of his position, including the position's classification.

#### **ARTICLE 32 - EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES**

- 32.01 (a) When a formal review of an employee's performance is made, the employee concerned shall be given the opportunity to discuss the document with a Union Representative and then sign the review form in question to indicate that its contents have been read and understood. The employee shall also be given the opportunity to

provide written comments to be attached to his performance appraisal and may use the grievance procedure in Article 34 to correct any factual inaccuracies in his performance appraisal.

- (b) The formal review of an employee's performance shall also incorporate an opportunity for the employee to state his career development goals and that every effort be made to develop the career potentials of each individual through In-Service training, Re-training, or any other facets of career development which may be available.

32.02 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 of, by the provision of a copy thereof at the time of filing, or within a reasonable period thereafter.

32.03 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 eighteen (18) 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.

32.04 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 and the Union, if so requested.

### **ARTICLE 33 - CLASSIFICATION**

33.01 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 classification affected. If the parties fail to reach agreement within sixty (60) days from the date on which the Employer submits the new or revised standard to the Union, the Employer may apply the new rates of pay and the Union may refer the matter to arbitration. The arbitrator's decision will be retroactive to the date of application of the new rates.

33.02 Where an employee believes that he has been improperly classified, he shall discuss his classification with his immediate supervisor and, on request, be provided with a copy of his job description before he files a grievance under Article 34 - Adjustment of Disputes.

## **ARTICLE 34 - ADJUSTMENT OF DISPUTES**

- 34.01 (1) The Employer and the Union recognize that grievances may arise in each of the following circumstances:
- (a) by the interpretation or application of:
    - (i) a provision of a regulation, direction or other instrument made or issued by the Employer dealing with terms or conditions of employment; or
    - (ii) a provision of this Collective Agreement; and
  - (b) disciplinary action resulting in demotion, suspension, or a financial penalty;
  - (c) dismissal from the Employer; and
  - (d) letters of discipline placed on personnel file.
- (2) The procedure for the final resolution of the grievances listed in section (1) above is arbitration.
- 34.02 If he so desires, an employee may be assisted and represented by the Union when presenting a grievance at any level.
- 34.03 An employee or the Union who wishes to present a grievance at any prescribed level in the grievance procedure, shall transmit this grievance to the Employer Manager who shall forthwith:
- (a) forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate level; and
  - (b) provide the employee and the Union with a receipt stating the date on which the grievance was received by him.
- 34.04 A grievance of an employee or the Union shall not be deemed to be invalid by reason only of the fact it is not in accordance with the form supplied by the Employer.
- 34.05 Except as otherwise provided in this Agreement a grievance shall be processed by recourse to the following steps:
- (a) First Level (Employer Manager or designate, provided such designate is a full-time employee of the Employer)

- (b) Second Level (Employer Board of Directors)
- (c) Final Level (Arbitration)

- 34.06 The Union shall have the right to consult with the Employer with respect to a grievance at each or any level of the grievance procedure.
- 34.07 An employee may present a grievance to the first level of the procedure in the manner prescribed in Clause 34.03 within twenty-five (25) calendar days from the date the person first becomes aware of the breach of the collective agreement.
- 34.08 The Employer shall reply in writing to a grievance within fourteen (14) calendar days at level 1, within thirty (30) calendar days at Level 2.
- 34.09 An employee or the Union may present a grievance at each succeeding level in the grievance procedure beyond the first level,
- (a) where the decision or settlement is not satisfactory to the grievor, within fourteen (14) calendar days after that decision or settlement has been conveyed in writing to him by the Employer; or
  - (b) where the Employer has not conveyed a decision to the grievor within the time prescribed in Clause 34.08 within fourteen (14) calendar days after the day the reply was due.
- 34.10 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 the same time that the Employer's decision is conveyed to the employee.
- 34.11 No employee shall be dismissed without first being given notice in writing together with the reasons therefore. When the Employer dismisses an employee the grievance procedures shall apply except that the grievance may be presented at the Second Level
- 34.12 The Union shall have the right to initiate and present a grievance on matters relating to health and safety, to any level of management specified in the grievance procedure, on behalf of one or more members of the Union.
- 34.13 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.

- 34.14 An employee may, by written notice to the 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 endorsement, in writing, of the Union.
- 34.15 The Union shall have the right to initiate and present a grievance to any level of management specified in the grievance procedure related to the application or interpretation of this Agreement on behalf of one or more members of the Union.
- 34.16 The time limits stipulated in this procedure may be extended by mutual agreement between the Manager and the employee, and where appropriate, the Union Representative. Should a grievance not be presented or advanced within the time limits stipulated in this procedure, the grievance shall not later be presented or advanced.
- 34.17 No proceedings under this Article are invalid by reason of any defect of form or any technical irregularity.

#### ARBITRATION

- 34.18 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement including any question as to whether a matter is arbitrable, or where an allegation is made that a term or condition of this Agreement has been violated, either of the parties may, after exhausting the grievance procedure in this Article, notify the other party in writing within twenty-one (21) days of the receipt of the reply at the second Level, of his desire to submit the difference or allegation to arbitration.
- 34.19 (1) The parties agree that any arbitration referred to in 34.18 shall be by a single arbitrator.
- (2) The arbitrator chosen to hear the dispute shall be mutually agreed upon by the Employer and the Union.
- (3) In the event that the Employer and the Union are unable to agree upon the selection of the Arbitrator, the Minister of Labour of Canada shall be requested to appoint an Arbitrator, and it is agreed that the Arbitrator so appointed shall act as the single Arbitrator.
- 34.20 (1) The arbitrator has all of the powers granted to arbitrators under the Canada Labour Code 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 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.

34.21 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.

34.22 The Employer and the Union shall each pay one-half (2) of the remuneration and expenses of the arbitrator and each party shall bear its own expenses of every such arbitration.

34.23 Where a party has failed to comply with any of the terms of the decision of the arbitrator, either party or employee affected by the decision may, after the expiration of thirty (30) calendar days from the date of the receipt of the decision or the date provided in the decision for compliance, whichever is later, file in the Office of Clerk of the Supreme Court of the Northwest Territories, a copy of the decision exclusive of the reason therefore in the prescribed form, whereupon the decision may be entered in the same way as a judgment or an order of that court and may be enforceable as such.

34.24 In addition to the powers granted to arbitrators under the Canada Labour Code Part I the Arbitrator may determine that the employee has been dismissed for other than proper cause and he may:

- (a) 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
- (b) make such order as he considers fair and reasonable having regard to the terms of this Agreement.

34.25 The Labour/Management Committee shall have seven (7) days to settle the grievance prior to the grievance being heard at arbitration.

### **ARTICLE 35 - NO CONTRACTING OUT**

35.01 There shall be no contracting out of bargaining unit work if it would result in a lay-off, the continuance of a lay-off or the reduction of hours of work of bargaining unit employees.

