

COLLECTIVE AGREEMENT
BETWEEN
THE FORT RESOLUTION HOUSING AUTHORITY
and
THE PUBLIC SERVICE ALLIANCE OF CANADA

as represented by the Component of the PSAC

THE UNION OF NORTHERN WORKERS

Effective: April 1, 2009
Expires: March 31, 2013

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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 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) "Abandonment of Position" occurs when an employee has not reported for work when scheduled, or notified the Employer, for a period of seven (7) consecutive days.
- (b) "Agreement" and "Collective Agreement" means this Collective Agreement.
- (c) "Allowance" means compensation payable to an employee in addition to the regular remuneration payable for the performance of the duties of his position.
- (d) "Bargaining Unit" means all employees of the Employer except the Housing Manager.
- (e) "Bi-weekly" means occurring once every two weeks.
- (f) "Casual Employee" means an employee hired for a period not in excess of three (3) months. Casual employees shall not be utilized to the extent that it prohibits the hiring of permanent employees. A casual employee is an employee of the bargaining unit.
- (g) 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.
- (h) "Compensatory Leave" means the equivalent leave with pay taken in lieu of cash payment. (time in lieu paid)
- (i) "Continuous Employment" and "Continuous Service" means uninterrupted employment with the Employer.
- (ii) 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;
- (iii) 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.

- (i) "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.
- (j) "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.
- (k) "Dependant" means a person residing with the employee who is:
 - (i) that employee's spouse (including common-law),
 - (ii) child, including step-child and adopted child who:
 - (A) is under nineteen (19) years of age and dependent upon him/her for support; or
 - (B) being under twenty-one (21) years of age and dependent upon him/her by reason of full-time attendance at an educational institution; or
 - (C) who is wholly dependent upon him/her for support by reason of mental or physical infirmity?
- (l) "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, animals, or foodstuffs.
- (m) "Emergency" is as defined in Maintenance Management Operations Systems.
- (n) "Employee" means a member of the bargaining unit.
- (o) "Employer" means the Fort Resolution Housing Authority.
- (p) "Fiscal Year" means the period of time from April 1st, in one year to March 31st, in the following year.
- (q) "Grievance" means a complaint in writing that an employee, group of employees, or the Union submits to management, to be processed through the grievance procedure.
- (r) "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.
- (s) "Lay-Off" means employment that has been terminated because of lack of work, discontinuance of a function or lack of funding.
- (t) "Leave of Absence" means absence from duty with the Employer's permission.
- (u) "Manager" means the Housing Manager.
- (v) "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.
- (w) "Overtime" means work performed by an employee in excess of or outside of his regularly scheduled hours of work.

- (x) "Probation" means a period of six (6) months from the day upon which an employee is first appointed or a period of six (6) 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 the position that he previously held or a comparable one.
 - (y) "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:
 - (i) the minimum increment in the new position; or
 - (ii) four (4) percent of the maximum rate of pay of the former position where the new position has only one rate of pay.
 - (z) "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.
 - (aa)"Seniority" means length of service with the Employer.
 - (bb)"Transfer" means the appointment of an employee to another position that does not constitute a promotion or demotion.
 - (cc)"Union" means the "Public Service Alliance of Canada" as represented by their Component, the Union of Northern Workers.
 - (dd)"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.
 - (ee)"Work Assignment" means the place where the duties of an employee is assigned.
- 2.02 Except as otherwise provided in this Agreement, expressions used in this Agreement, if defined in the Interpretation Act, but not defined elsewhere in this agreement have the same meaning as given to them in the Interpretation Act.
- 2.03 Where the masculine gender is used, it shall be considered to include the feminine gender and vice-versa unless any provision of this Agreement otherwise specifies.
- 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.
- 3.02 The Employer agrees to advise prospective employees prior to their initial employment that the Employer is a Union shop.

Discrimination

- *3.03 The Employer and the Union agree that there shall be no discrimination, interferences, restriction, or coercion exercised or practiced with respect to any employee by reason of age, sex, race, creed, colour, national origin, political or religious affiliation, sexual orientation, gender identity, 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.
- 3.05 Affirmative Action programs implemented by the Employer will not be deemed to be discriminatory.
- 3.06 The Employer is committed to promoting a work environment which is free from harassment of all types.

ARTICLE 4

APPLICATION

- 4.01 The provisions of this Agreement apply to the Union, the Employees, and the Employer.
- 4.02 Permanent 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 Employer and the Union will share equally the costs associated with the printing and distribution of the Collective Agreement. The Union will facilitate said printing and distribution.

ARTICLE 5

FUTURE LEGISLATION

- 5.01 In the event that any law passed by Parliament, or the Northwest Territories Legislative Assembly renders null and void or alters any provisions of the Agreement, 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.

Conflict of Provisions

- 5.02 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 During the life of the Agreement there shall be no lockout by the Employer and no interruption or impeding of work, work stoppage, strike, sit-down, or any other interference with production by any employee or employees.

ARTICLE 7

OUTSIDE EMPLOYMENT

- 7.01 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; *or*
 - (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 8

EMPLOYER DIRECTIVES

- 8.01 The Employer shall provide the Union with a copy of all personnel directives.

ARTICLE 9

MANAGERIAL RESPONSIBILITIES

- 9.01 Managerial responsibilities or decisions will be carried out or made in a manner that is just, reasonable and non-discriminatory.
- 9.02 The Union recognizes that it is the right of the Employer to exercise the regular and customary functions of management and to direct its workplace subject to the terms of this Agreement.

ARTICLE 10

UNION ACCESS TO EMPLOYER PREMISES

- 10.01 Upon reasonable notice 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 advise the Employer verbally as soon as possible following the above-mentioned appointment, and in writing of the names of all representatives within a reasonable period.

ARTICLE 12

TIME-OFF FOR UNION BUSINESS

Arbitration Hearings

- 12.01 (a) The Employer will grant leave with pay to one (1) employee representing the Union before a conciliation or 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 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 to attend the Arbitration Hearing.

Employee who acts as a Representative

- (b) 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.

Employee called as a Witness

- (c) 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.

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

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.

MEETINGS BETWEEN EMPLOYEE ORGANIZATIONS AND MANAGEMENT

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

REPRESENTATIVES TRAINING COURSE

- 12.06 The Employer shall grant reasonable leave without pay to a maximum of one (1) Employee who has been appointed as a Representative on behalf of the Union to undertake training related to the duties of a Representative.

TIME OFF FOR REPRESENTATIVES

- 12.07 (a) A Representative shall obtain the permission of his immediate supervisor before leaving his work to investigate a grievance, to meet with Local 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 this supervisor before resuming his normal duties.

ARTICLE 13

CHECK OFF

- 13.01 Effective the first of the month following the signing of this Agreement, 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 Union shall inform the Employer in writing of the authorized deduction to be checked off for each employee within the Bargaining Unit.
- 13.03 For the purposes of 13.01, deductions from pay for each employee will occur on a monthly 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.
- 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 Public Service Alliance of Canada
233 Gilmour Street
Ottawa, ON K2P 0P1**

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 of his behalf.

- 13.06 Where an employee requests in writing that a deduction be made, the Employer shall make that deduction from the employee's pay.
- 13.07 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.
- 13.08 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 14

INFORMATION

14.01 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, address, job classification and social insurance number 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.

14.02 The Employer shall provide each employee with a copy of this Collective Agreement.

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

14.04 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 15

SENIORITY

15.01 Seniority is defined as the length of service with the Employer, and shall be applied on a bargaining unit wide basis unless otherwise stipulated in this Agreement.

15.02 A newly hired employee shall be on probation for a period of six (6) months. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement.

15.03 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. The seniority list agreed upon by the parties during negotiations for the first Collective Agreement shall be considered as the recognized seniority list, which may be amended as new employees are hired.

ARTICLE 16

PROVISION OF BULLETIN BOARD SPACE AND OTHER FACILITIES

16.01 The Employer shall provide bulletin board space in its office and shop clearly identified for exclusive Union use.

16.02 Upon reasonable notice and when space is available, the Employer shall make available to the Union and the members of the bargaining unit a suitable meeting room to be used from time to time for business relating to the Bargaining Unit.

ARTICLE 17

DESIGNATED PAID HOLIDAYS

- 17.01 (a) The following days are designated paid holidays for employees covered by this Collective Agreement:
- (i) New Year's Day;
 - (ii) Good Friday;
 - (iii) Easter Monday;
 - (iv) Victoria Day;
 - (v) National Aboriginal Day
 - (vi) Canada Day;
 - (vii) Civic Holiday, The first Monday in August;
 - (viii) Labour Day;
 - (ix) Thanksgiving Day;
 - (x) Remembrance Day;
 - (xi) Christmas Day;
 - (xii) Boxing Day;
 - (xiii) One additional day when proclaimed by an Act of Parliament as a National Holiday.
- (b) A paid holiday or part day shall also be granted to all employees on any special day proclaimed by the Government of Canada, the Chief of the Deninu Kue First Nation, or the Premier of the NWT, or by the Municipality of Fort Resolution (example: Carnival)
- 17.02 Clause 17.01 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.

Holiday Falling on a Day of Rest

- 17.03 When a day which is a designated paid holiday under Clause 17.01 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.
- 17.04 When a designated paid holiday for an employee is moved to another day under the provisions of Clause 17.03:
- (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 the day to which the designated paid holiday was moved, shall be considered as work performed on a designated paid holiday.

- 17.05 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, time and one half (1 ½) for all hours worked.
- 17.06 The amounts payable pursuant to Article 17.05 may be paid in cash. Where an employee chooses to take time in lieu of cash, the Employer shall grant equivalent leave with pay at the appropriate overtime rate to be taken at a time mutually agreeable to the employee and the Employer.
- 17.07 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 18

LEAVE - GENERAL

- 18.01 (a) 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.
- (b) When an employee who has been granted more vacation, sick leave or special leave with pay than he has earned is laid off, the employee shall be considered to have earned that amount of leave with pay granted to him.
- 18.02 During the month of May in each year the Employer shall inform each employee in the Bargaining Unit in writing of the balance of his special, sick and vacation leave credits as of the 31st day of March.
- 18.03 The Employer shall reply to the request of vacation leave submitted by the employee as soon as possible 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 reason, in writing, for such change, reduction or denial of vacation leave.
- 18.04 Administrative staff will be granted one (1) day per month stress leave.
- 18.05 If at the end of the fiscal year, an employee's entitlement to vacation leave with pay includes a fractional entitlement of less or more than one-half day the entitlement shall be increased as follows:
- (a) To a half day if the fractional entitlement is less than one half day;
- (b) To a full day if the fractional entitlement is more than one half day.

ARTICLE 19

VACATION LEAVE

Accumulation of Vacation Leave

- 19.01 a) 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:
- (i) 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.

- (ii) 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.
 - (iii) 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 eighteen (18) years of continuous service is completed.
 - * (iv) three (3) days each month commencing in the month after completion of eighteen (18) years of continuous service.
- b) 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.
 - c) Casual employees shall receive four percent (4%) vacation pay on each cheque.

Granting of Vacation Leave

- 19.02 (a) In granting vacation leave with pay to an employee, the Employer shall make every reasonable effort to:
- (i) schedule vacation leave for all employees in the fiscal year in which it is earned;
 - (ii) not recall an employee to duty after he has proceeded on vacation leave;
 - (iii) grant the employee his vacation leave during the fiscal year in which it is earned at a time specified by him;
 - (iv) (A) 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
(B) recognize seniority by classification on preference for a vacation period.
 - (v) 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.
- (b) All requests for vacation leave will be made in writing with a minimum of two weeks notice.
- (c) The Employer shall reply to the request for vacation leave submitted by the employee within a two week period.
- 19.03 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 18; or
 - (b) is granted sick leave on production of a medical certificate;
 - (c) is granted special leave, because of an illness in the immediate family as defined in Article 18; 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.
- 19.04 Employees are not permitted to carry over more vacation leave credits earned in one (1) fiscal

year. Vacation leave credits exceeding this amount will be liquidated in cash.

Recall From Vacation Leave

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

- (a) In proceeding to his/her place of duty;
- (b) In respect of any non-refundable deposits or pre-arrangements associated with his/her vacation;
- (c) In returning to the place from which he/she was recalled if he/she immediately resumes vacation upon completing the assignment for which he/she was recalled;

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

19.06 Except in the case of emergency the Employer shall not recall any employee to duty once his/her vacation has commenced.

Leave When Employment Terminates

19.07 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.

19.08 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 17.06 within a period of six (6) months of the said abandonment.

Vacation Travel Assistance

*19.09 (1) After completing six (6) months of continuous employment, all employees, spouses and dependant children other than casual employees shall be provided a payment for vacation travel assistance in cash April 1 each fiscal year equal to the actual cost of the economy return airfare from Hay River to Edmonton for themselves, their spouse and their dependants. Dependents under the age of two (2) will not be eligible for reimbursement under this clause. Payment shall be issued on a separate cheque.

- (2) Employees are entitled to Vacation Travel Assistance for their dependents where the employee confirms, in writing, that a similar benefit is not provided from another source.

Travel Time

19.10 Every employee who is proceeding on vacation leave shall be granted, once in each fiscal year, in addition to his vacation leave,

- (a) travel time of four (4) days with pay for the time required for the return journey between Fort Resolution and Edmonton by motor vehicle.

- (b) Where the employee travels by air, his travel leave shall be at least one-half (½) day each way, or the actual travel time, whichever is greater, provided the latter does not exceed the time normally required to travel by air to the employee's point of departure.
- (c) Where the employee travels by a combination of automobile and air travel, his travel leave shall be a maximum of two (2) days each way upon the submission of a receipt.

Winter Bonus Day

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

ARTICLE 20

SPECIAL LEAVE

- 20.01 An employee shall earn special leave credits up to a maximum of twenty-five (25) days at the following rates:
- (a) one-half (½) day for each calendar month in which he received pay for at least ten (10) days, or
 - (b) one-quarter (¼) day for each calendar month in which he received pay for less than ten (10) days.
- 20.02 For the purposes of this Article, immediate family is defined as an employee's father, mother, brother, sister, spouse, common-law spouse, child, father-in-law, mother-in-law, grandchildren, grandparents, and any relative permanently residing in the employee's household or with whom the employee permanently resides (or any relative deemed to be a family member by the Employer).
- (a) The Employer shall grant leave with pay for a period of up to five (5) consecutive working days:
 - (i) when there is a death in the employee's immediate family; or
 - (ii) where a member of the immediate family residing with the employee becomes ill (not including childbirth) and the employee is required to care for his dependants or for the sick person to a maximum of 2 days;
 - (b) The Employer may grant special leave with pay for a period of up to five (5) consecutive working days:
 - (i) when an employee is to be married;
 - (ii) where a member of the immediate family residing outside employee's community becomes seriously ill.
 - (c) The Employer may grant other special leave for special or unusual circumstances.

Casual Leave

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

- (a) For an employee to attend to an appointment with a Doctor, Dentist, Lawyer, bank official or School Authority during working hours;
 - (b) For the employee to participate in voluntary services for a Community cause.
 - (c) For other purposes of a special or unusual nature.
- (2) Employees shall be granted casual leave with pay to be deemed sick leave to a maximum of one-half (½) day per occurrence where the Employees physician requires him to attend regular or recurring medical treatments and checkups.
- 20.04 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 their 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.

ARTICLE 21

SICK LEAVE

Credits

- 21.01 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.
- 21.02 Subject to the remainder of this Article all absences on account of illness on a normal working day (exclusive of designated holidays) shall be charged against an employee's accumulated sick leave credits. An employee must call within two hours of his having to report for work to the Manager or his designate.
- 21.03 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.
- 21.04 In circumstances where sick leave would be authorized but the employee has insufficient or no sick leave credits, he may be granted sick leave in advance to a limit of five (5) 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.
- 21.05 An employee may be required at the discretion of the Employer to provide a Doctor's or Nurse's certificate to qualify for sick leave benefits.
- 21.06 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.

Transportation to a Medical Centre

- *21.07 Where the employee or dependant has been referred for medical or dental treatment out of Fort Resolution by a Medical Practitioner and is not eligible to acquire assistance for medical travel from any other source, the Employer will contribute \$250 toward this travel assistance.

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

Travel Time

- 21.08 Every employee who is proceeding to a medical centre under the provisions of this Article with the Approval of the Employer shall 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.

ARTICLE 22

OTHER TYPES OF LEAVE

Court Leave

- 22.01 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:
- (a) to serve on a jury and the jury selection process; or
 - (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 a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it;
 - (c) 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 by him as an allowance or reimbursement for expenses incurred in such duty.

Injury on Duty Leave

- 22.02 (a) An employee shall be granted injury-on-duty leave with pay for such reasonable period as may be determined by the Employer where determined by the Worker's Compensation Board that he is unable to perform his duties because of:
- (i) a personal injury accidentally received in the performance of his duties, not caused by the employees' willful misconduct; or
 - (ii) sickness resulting from the nature of his employment; or
 - (iii) 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.

- (b) 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.

Maternity Leave

- 22.03 (a) (i) 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.
- (ii) The Employer may:
 - (a) 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;
 - (b) grant maternity leave without pay to an employee to commence earlier than eleven (11) weeks before the expected termination of her pregnancy;
 - (c) where maternity leave without pay is requested, require an employee to submit a medical certificate certifying pregnancy.
- (iii) Leave granted under this Clause shall be counted for the calculation of "continuous employment".

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

- 22.04 (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, 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.
- (b) Leave granted under this Clause 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 maternity leave and the duration of both periods of leave shall not exceed a total of fifty-two (52) weeks.

22.05 CIVIC LEAVE

An employee may be entitled to up to fifteen (15) days civic leave with pay each year to serve as members of community councils, public boards and committees, or any other activity approved by the Manager as beneficial to the community and to actively participate in sporting events in the Region, Territorial, Interprovincial, National and International Levels. The employee's daily rate of pay shall be reduced by any amount paid to the employee by the civic organizations.

22.06 EMERGENCY LEAVE

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

*22.07 COMPASSIONATE CARE LEAVE

Both parties recognize the importance of access to leave to provide care and support to a gravely ill family member who has a significant risk of death.

- (a) For the purpose of this article, the definition of family member as per the provisions of the compassionate care leave in the Canada Labour Code shall apply.
- (b) An employee shall be granted up to eight (8) weeks of compassionate care leave without pay to provide care and support to a gravely ill family member if the employer is provided with a certificate from a qualified medical practitioner stating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:
 - i. the day the certificate is issued; or
 - ii. if the leave was commenced before the certificate was issued, the day the leave commenced.

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

- c) An employee who intends to request compassionate care leave shall make every effort to provide reasonable notice to the Employer.
- d) Request for Leave
 - i) Appropriate leave application forms must be completed and forwarded to the employee's immediate supervisor.
- e) Benefits During Leave
 - i) Employees returning to work from Compassionate Care leave retain any service credits accumulated prior to taking leave.
- f) Leave granted under this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay.
- g) Compassionate care leave utilized by more than one employee for care of the same family member instance shall not exceed a total of eight (8) weeks.

*22.08 RETIREMENT TRANSITION LEAVE

- 22.08 (a) An employee who has attained fifty (50) years of age and has completed fifteen (15) years of employment or has attained sixty (60) years of age and completed five (5) years of employment, shall be entitled to a pre-retirement leave with pay of one (1) week in the year in which the employee becomes eligible, and in every year thereafter up to a maximum of five (5) weeks pre-retirement from the time of eligibility until the time of retirement.
- (b) Pre-retirement leave with pay shall be scheduled in one (1) week blocks separate from the scheduling of vacation leave as approved by the Employer taking into consideration the Employee's wishes, seniority and operational requirements
- (c) An employee may elect to take his fourth (4th) and fifth (5th) weeks of pre-retirement leave during the same year.
- (d) An employee may elect to cash out unused pre-retirement leave up to a maximum of three (3) weeks and this will be payable upon retirement.

ARTICLE 23

HOURS OF WORK

- 23.01 Regular hours of work for bargaining unit members shall be from Monday to Friday inclusive as follows:
- (a) Office staff - 8:30 a.m. to 5:00 p.m., exclusive of a one (1) hour meal period,
- Similar arrangements, as for maintenance below, can be made providing the hours worked are thirty seven and one-half (37 ½) per week for full time employees.
- (b) Maintenance staff - 8:00 a.m. to 5:00 p.m., exclusive of a one (1) hour meal period.
Payday Friday - 8:00 a.m. to 12:00 p.m.
- 23.02 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 work periods.
- 23.03 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 24

OVERTIME

- 24.01 In this Article:
- (a) "Overtime" means work performed by an employee and approved by the Employer in excess or outside of his regularly scheduled hours of work.
- (b) "Straight time rate" means the hourly rate of pay.

- (c) "Time and one-half" means one and one-half times the straight time rate.
 - (d) "Double time" means twice the straight time rate.
- 24.02 Employees shall record starting and finishing times of overtime worked on a form determined by the Employer.
- 24.03 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.
- 24.04 (a) Subject to Article 24.03 an employee who is requested to work overtime shall be entitled to the appropriate rate described below in (b).
- (b) Overtime work shall be compensated as follows:
- (i) at time and one-half ($1\frac{1}{2} X$) for the first four hours of overtime worked, and
 - (ii) 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 holiday.
 - (iii) In lieu of (i) and (ii) above, at the request of the employee, the Employer will grant equivalent leave with pay at the appropriate overtime rate to be taken at a time mutually agreeable to the Employer and the employee.
- 24.05 Attendance at meetings of the Board of Directors of the Authority outside of normal working hours will be deemed to be overtime and compensated at the rate of a minimum of 4 (four) hours of straight time or at the regular overtime rate, whichever is greater.
- 24.06 An employee shall be granted the choice of cash or time off in lieu of cash compensation for overtime worked. The dollar value of such overtime shall be held as a credit to said employee, who may take time off in lieu, up to the cash value, of said credit. Lieu time off shall be taken at a time which is mutually agreed by the employee and the Employer. Time off in lieu of overtime payment may be taken in conjunction with annual leave. Employees may accumulate up to seventy-five (75) hours banked in lieu of payment of overtime.
- 24.07 Except in the case of emergency, employees may, for cause, refuse to work overtime, providing he places his refusal in writing.

ARTICLE 25

PAY

- 25.01 Employees are entitled to be paid for services rendered for the classification and position to which they are appointed at the pay rates specified in the Appendices attached.
- 25.02 (a) Employees shall be paid Bi-weekly on every second Friday.
- (b) Where cheques are distributed to employees at their place of work, they shall first have been placed in sealed envelopes.

- 25.03 (a) 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.

- (b) Time off in lieu will be granted for overtime instead of cash at the employees request and subject to mutual agreement.

Acting Pay

- 25.04 (a) When an Employer requires an employee to perform the duties of a higher classification level on an acting basis, the employee shall be paid acting pay from the date on which the employee commenced to act, as if he had been appointed to the higher classification level in which they have been requested to act or a fifteen percent (15%) increase, whichever is greater.

- (b) When a day designated as a paid holiday occurs on a day when the employee would otherwise be performing duties on an acting basis, the holiday shall be considered as a day worked for purposes of acting pay.

Salary Increases

- 25.05 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.

ARTICLE 26

REPORTING PAY

- 26.01 (1) 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 27

CALL-BACK PAY

- 27.01 (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.
 - (c) Call-back pay will only be paid once during a four hour period.
- (2) Compensation for call back shall be made either in cash or lieu time, as is desired by the

employee.

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

ARTICLE 28

TECHNOLOGICAL CHANGE

- 28.01 (1) Both parties recognize the overall advantages of technological change. Both parties will therefore encourage and promote technological change and improvements.
- (2) In cases where employees may require retraining the Employer will make every reasonable effort to offer training courses.

ARTICLE 29

PAY FOR TRAVEL ON BEHALF OF EMPLOYER

- 29.01 Where an employee is required to travel on behalf of the Employer, he shall be paid:
- (a) when the travel occurs on a regular work day, as though he were at work for all hours travelled;
- (b) when the travel occurs on a day of rest or designated paid holiday, at the applicable overtime rates for all hours travelled 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.

ARTICLE 30

LAY-OFF AND JOB SECURITY

- 30.01 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, discontinuance of a function or lack of funding.
- 30.02 (a) Lay-offs will be made, when necessary, on the basis of reverse order of seniority within each classification of work.
- (b) A person ceases to be a lay-off if he is not appointed to a position within nine (9) months from the date on which he became a lay-off.
- 30.03 Before an employee is laid off he shall be given three (3) months notice in writing of the effective date of his lay-off or pay in lieu thereof.
- 30.04 The Employer shall not dismiss, suspend, lay-off, demote or otherwise discipline an employee on the grounds that garnishment proceedings may be or have been taken with respect to an employee.
- 30.05 Recall from a layoff will be made on the basis of seniority within each classification.

30.06 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 ten (10) working days from the date of mailing.

30.07 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.

COOLING OFF PERIOD

30.08 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 two (2) working days.

30.09 An employee can only make use of this provision once each calendar year.

ARTICLE 31

STATEMENT OF DUTIES

31.01 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 statement of duties of the position to which he or she is assigned.

31.02 Upon written request, an employee shall be given a complete and current statement of duties and responsibilities of his or her position.

ARTICLE 32

EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

32.01 (a) A review of an employee's performance shall be done on a yearly basis on the employee's anniversary date and 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 the 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 request any training, in-service training, re-training, or any facets of career development which may be available.

(c) If a performance review is not done within two (2) months of the date it is due, the employee's performance shall be considered to be satisfactory.

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, by the provision of a copy thereof at the time of filing.

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 two (2) years provided that no further disciplinary action of a similar nature has been recorded.

- 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.
- 32.05 (a) 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, or must consult with an employee that has seen his performance.
- (b) Where an employee is required to attend a meeting with the Employer where discipline will be imposed, the employee shall have the right to have a representative of the Union in attendance.
- (c) Only one file per employee for the purposes of performance evaluation or discipline shall exist.

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 classifications affected. If the parties fail to reach agreement within fourteen (14) 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 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 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; and
- (d) letters of discipline placed on personnel file.
- (2) The procedure for the final resolution of the grievances listed in Clause (1) above is to 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 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:
- (a) forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate level; and
 - (b) provide the employee with a receipt stating the date on which the grievance was received by him.
- 34.04 Except as otherwise provided in this Agreement a grievance shall be processed by recourse to the following steps:
- (a) First Level (Manager)
 - (b) Second Level (Board of Directors)
 - (c) Final Level
- 34.05 The Union shall have the right to consult with the Employer with respect to a grievance at each or any level of the grievance procedure.
- 34.06 An employee may present a grievance to the first level of the procedure in the manner prescribed in Clause 34.03 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.
- 34.07 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.
- 34.08 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.
- 34.09 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.
- 34.10 No employee shall be dismissed without being given notice in writing together with the reasons therefore within twenty-four (24) hours. The notice shall be hand delivered or sent by double registered mail to the employee's last address in Fort Resolution. When the Employer dismisses an employee the grievance procedures shall apply except that the grievance may be presented at the Second Level.
- 34.11 The Union shall have the right to initiate and present a grievance on any matter to any level of management specified in the grievance procedure.
- 34.12 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.

- 34.13 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.
- 34.14 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. Where a grievance has not been presented or advanced to a new level in accordance with the time limits stipulated in this procedure, the grievance shall be considered abandoned.
- 34.15 No proceedings under this Article are invalid by reason of any defect of form or any technical irregularity.

Arbitration

- 34.16 Should the grievance not be resolved following Level 2 either party may, by written notice to the other party, refer the matter to arbitration.
- 34.17 (a) 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.
- (b) 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 federal Minister of Labour shall be asked to appoint an arbitrator. This appointment shall be accepted by both parties.
- 34.18 (a) The arbitrator has all of the powers granted to arbitrators under the Canada Labour Code Part 1 in addition to any powers which are contained in this Agreement.
- (b) 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.
- (c) 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.
- 34.19 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.
- 34.20 The Employer shall pay the costs of the remuneration and expenses of the arbitrator and each party shall bear its own expenses of every such arbitration.
- 34.21 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.
- 34.22 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:
- (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.

ARTICLE 35

CONTRACTING OUT

- 35.01 The Employer may contract out providing that it would not result in the lay-off, continuance of a lay-off or reduction of hours of work of bargaining unit members.

ARTICLE 36

LABOUR/MANAGEMENT COMMITTEE

- 36.01 A Labour/Management Committee will be formed to consult on matters of Safety and Health, the Employee Assistance Program, and other matters of mutual interest.
- 36.02 The Labour/Management Committee shall be comprised of equal representation of the Union and the Employer, with each party choosing their respective representatives.
- 36.03 The Committee will meet at any time at the request of either party, but in any event will meet at least once every second month.
- 36.04 The Employer shall comply with all applicable federal, territorial and municipal health and safety legislation and regulations. All standards established under the legislation and regulations shall constitute minimum acceptable practice.
- 36.05 A copy of the Safety Act and Regulations, and any other applicable health and safety legislation and regulations, shall be readily accessible to each employee in the workplace.
- 36.06 In matters of safety and health, the Committee will follow the following provisions:
 - (a) The Employer shall post the names of the Committee members in a prominent place.
 - (b) Committee members shall perform the necessary duties of investigating, identifying and seeking to remedy hazards at the workplace, and shall do so without loss of pay or fear of reprisal
 - (c) The Employer shall ensure that employees can obtain the assistance of a first aid attendant easily and rapidly in all workplaces.
 - (d) The Employer shall ensure that first aid kits are provided and are readily accessible at all times. Said first aid kits shall be kept well stocked at all times
 - (e) The Employer will encourage employees to take first aid courses and will assume the costs of such courses and also the costs of refresher courses required to maintain the validity of a certificate. Employees taking first aid training shall be granted leave with pay for the duration of the courses.
 - (f) The Committee is to consider various alternatives for ensuring that an injured employee receives the appropriate medical transportation to the nearest medical facility and which agency is to bear such costs.
 - (g) (i) Where the Employer requires an employee to undergo an occupational health examination by a qualified practitioner chosen by the employee
(ii) the examination will be conducted at no expense to the employee
(iii) An employee will be granted leave with pay to attend the examination.

ARTICLE 37

DUTY TRAVEL

- 37.01 An employee who is authorized to travel on Employer business will be reimbursed for reasonable expenses incurred at the same rate as a GNWT employee. Such expenses shall be advanced to the employee prior to his leave on duty travel.

ARTICLE 38

SHORT TERM LEAVE FOR TRAINING PURPOSES

- 38.01 Employees attending training courses at the request of the Employer will be granted leave with pay to attend such training. Refund of tuition fees in respect of courses approved in advance by the Employer shall be made on receipt of evidence of successful completion. In the case of a course of value to an employee's work that does not require the employee to be absent from his duties reimbursement of tuition by the Employer will be made on the receipt of successful completion.

ARTICLE 39

CIVIL LIABILITY

- 39.01 If an action or proceeding is brought against any employee or former employee covered by this Agreement for an alleged tort committed by him in the performance of his duties, then:
- (a) The employee, upon being served with any legal process, or upon receipt of any action or proceeding as hereinbefore referred to, being commenced against him shall advise the Manager of any such notification or legal process;
 - (b) The Employer shall pay any damages or costs awarded against any such employee in any such action or proceedings and all legal fees, and/or;
 - (c) The Employer shall pay any sum required to be paid by such employee in connection with the settlement of any claim made against such employee provided the conduct of the employee which gave rise to the action did not constitute a gross disregard, gross neglect, or wilful misconduct, of his duty as an employee.
 - (d) Upon the employee notifying the Employer in accordance with paragraph (a) above, the Employer and the employee shall forthwith meet and appoint counsel that is mutually agreeable to both parties. Should the parties be unable to agree on counsel that is satisfactory to both, then the Employer shall unilaterally appoint counsel. The employee agrees to cooperate fully with appointed counsel.

ARTICLE 40

SUSPENSION AND DISCIPLINE

- 40.01 The Employer shall have the right to warn or suspend with or without pay and/or discharge an employee for just and sufficient cause.

- 40.02 When employees are given written discipline or suspended the Employer shall notify the employee in writing of the reasons for the discipline or suspension within twenty-four (24) hours of the imposition in sufficient detail that the employee may defend himself against it.
- 40.03 When an employee is required to attend a meeting where discipline will be imposed the employee will be notified in advance of the meeting of his right to Union representation.
- 40.04 In the event of a suspension without pay of a duration of thirty (30) days or longer, or termination, the following procedure shall be followed:
- (a) The Labour Management Committee shall meet to review the disciplinary action and shall attempt to resolve the matter within ten (10) days of the disciplinary action.
- 40.05 It is mutually agreed that the parties will attempt to agree upon names of persons residing in the Northwest Territories to act as Arbitrators and, upon agreement being reached in this regard, the list of Arbitrators will be amended during the life of this Agreement.

ARTICLE 41

VACANCIES, JOB POSTING, PROMOTIONS, AND TRANSFERS

- 41.01 Every vacancy for positions expected to be of more than six (6) months' duration and every newly-created position shall be posted in the Union Notice Area. The job posting shall state the job classification, rate of pay, and required qualifications of the job.
- 41.02 Seniority shall be a governing factor in determining promotions, demotions, order of lay-off and order of recall, and filling of jobs after posting, providing that the most senior employee possesses the required qualifications and ability to perform the normal requirements of the job.
- 41.03 No employee shall be transferred to a position outside the bargaining unit without his consent. If an employee is transferred to a position outside the bargaining unit, he shall retain his seniority accumulated up to the date of leaving the unit, but will not accumulate further seniority. Such employee shall have the right to return to a position in the bargaining unit consistent with his seniority accumulated up to the date of transfer outside the unit, subject to a position being available.
- 41.04 New employees shall not be hired when there are employees on lay-off who are qualified and willing to perform the job. An employee who wishes to apply for a position so posted shall do so on or before the closing date as advertised on the posting.

ARTICLE 42

INSURANCE BENEFITS

- 42.01 The Employer shall provide to eligible employees the following benefits of the Northern Employees Benefits Services (NEBS):
- (i) Pension Plan (premiums shared)
- (ii) Life insurance (premiums paid by the Employer)
- (iii) Long-term disability insurance (premiums paid by the employee)
- (iv) Short-term disability insurance (premiums paid by the employee)

(v) Dental care insurance (premiums shared)

(vi) Where an employee has access to benefits from another source, the employee will not be eligible for these benefits.

42.02 All issues concerning benefits, including issues of entitlement and eligibility shall be determined by the benefit plan provider.

ARTICLE 43

TRADES

WORK CLOTHING AND PROTECTIVE EQUIPMENT

43.01 Articles required by the Safety Division or the Workers' Compensation Board will be provided by the Employer.

43.02 The Employer will ensure that the following articles are provided for the use of employees who work in the shop, outside or who perform inspections:

(i) one (1) set of summer coveralls as required,

(ii) one (1) set of winter coveralls as required.

COMPENSATION FOR TOOLS AND EQUIPMENT

43.03 When an employee, including an apprentice, presents a worn out or broken tool, which he uses in the regular performance of his work, the Employer agrees to replace such tool of similar quality.

43.04 In situations where highly specialized tools not normally associated with a journeyman's tool kit are required, they will be provided by the Employer, who will retain ownership of them. The Employer shall assist employees in the purchase of tools and equipment used in the performance of their duties to the extent that employees shall be able to purchase these tools and equipment through the Employer and at the Employer's cost price.

The employee will reimburse the Employer for the cost of tools ordered on his behalf by Authorizing the Housing Manager to deduct such cost from his pay in the pay period immediately following receipt of the tools.

The Employer agrees to replace worn out hand tools by Journeyman and Apprentices in the regular performance of their work. Whenever replacement is made, the new tool will be of similar quality as the initial tools.

43.05 The Employer shall provide each employee with a boot allowance of one hundred and fifty dollars (\$150.00) per year. It will be mandatory for employees in receipt of this allowance to wear safety boots. The allowance will be a reimbursement based on provision of a receipt by the employee.

ARTICLE 44

APPRENTICES

44.01 The following are agreed upon terms and conditions of employment for employees engaged as apprentices.

- (a) The Apprenticeship, Trade and Occupations Certification Act, and pursuant regulations shall apply to all apprentices. A copy of the applicable regulations shall be supplied to the apprentice upon appointment.
- (b) The recognized Apprenticeship Training Programs shall be those listed in the "Apprentice Training Schedule" pursuant to the Apprenticeship, Trade and Occupations Certification Act.
- (c) Pay increases shall not be automatic but will be based upon levels of certification issued by the Apprentices Branch and shall be effective from the date of certification.
- (d) Apprentice rates will be based on a percentage of the appropriate Journeyman rate as follows:

four year training programs

year 1	60%
year 2	70%
year 3	75%
year 4	85%

three year training programs

year 1	60%
year 2	70%
year 3	80%

- (e) The Employer will pay the following expenses of the apprentice while attending trade courses:
 - (i) The Employer agrees to advance to the employee the amount equal to the amount that will be received by the employee from another source of income. The employee agrees to repay the advance to the Employer.
- (f) Apprentices shall be entitled to the benefits, terms and conditions of employment of this collective agreement while working and while on course.
- (g) Apprentices successfully completing their apprenticeship may be given preference in hiring on job vacancies. Where an Apprentice, after completing his Apprenticeship, is hired directly to a job vacancy, all time spent as an Apprentice shall count towards continuous employment with the Employer.
- (h) An apprentice whose apprenticeship is terminated by the Apprentice & Trades Qualifications Board ceases to be an employee.

ARTICLE 45

HOUSING ALLOWANCE

45.01 All employees who own their own house and pay all utilities or pay economic rent shall receive a Housing Allowance of four hundred and fifty dollars (\$450.00) per month. Apprentices will be entitled to the above allowance.

ARTICLE 46

UTILITY ALLOWANCE

- *46.01 All employees who own their own house and pay all utilities or pay economic rent shall receive a Utility Allowance of two hundred dollars (\$200.00) per month payable September to March each fiscal year. Apprentices will be entitled to the above allowance

ARTICLE 47

SETTLEMENT ALLOWANCE

- *47.01 The Employer agrees to pay each employee a settlement allowance of three thousand five hundred dollars (\$3,500.00) annually. Apprentices will be entitled to the above allowance.

ARTICLE 48

SEVERANCE PAY

LAY OFF

- 48.01 A permanent employee who is no longer employed as a result of resignation, retirement, and or lay off, and who has one (1) year or more continuous employment is entitled to Severance Pay.
- 48.02 When a permanent employee is no longer employed, the amount of severance shall be two (2) weeks pay for the first complete year of continuous employment, two (2) weeks pay for the second complete year of continuous employment , and one (1) weeks pay for each succeeding completed year of continuous employment . The total severance pay which is paid out under this clause shall not exceed twenty-eight weeks.

ARTICLE 49

SAFETY AND HEALTH

49.01 **RIGHT TO REFUSE DANGEROUS WORK**

- (a) An employee shall have the right to refuse to work in dangerous situations as specified in the Safety Act.
- (b) The employer will ensure that a copy of the Safety Act is provided in the workplace.

49.02 **FIRST AID/FIRST AID TRAINING**

(a) **FIRST AID**

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

in all establishments as determined by the Committee.

(b) FIRST AID TRAINING

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

(c) TRANSPORTATION OF INJURED WORKERS

The Employer shall provide, at no expense to the employee, appropriate transportation to the nearest physician or medical facility and from there to his home or place of work depending on the decision of the attending physician or medical care attendant, when such services are immediately required for an employee as a result of injury or serious ailment occurring in the workplace. If the employee receives compensation from any source for expenses incurred on the employee's behalf by the Employer in such a situation, the Employer may recover that amount from the employee.

(d) PROTECTIVE CLOTHING AND EQUIPMENT

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

(e) THE RIGHT TO KNOW – HAZARD IDENTIFICATION

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

ARTICLE 50

WAGE RATES

- 50.01 Wage rates shall be as according to Appendix "A" of this Agreement, effective the dates specified for each classification.

ARTICLE 51

RE-OPENER OF AGREEMENT AND MUTUAL DISCUSSIONS

Re-Opener of Agreement

- 51.01 This Agreement may be amended by mutual consent.

Mutual Discussions

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

ARTICLE 52

DURATION AND RENEWAL

- *52.01 The term of this agreement shall be from April 1, 2009 to March 31, 2013. All terms of this agreement shall be effective upon ratification, unless another date is specified.
- 52.02 Notwithstanding the preceding, the provisions of this Agreement, including the provisions for the adjustments of disputes in Article 34, shall remain in effect during the negotiations for its renewal and until a new Agreement becomes effective.
- 52.03 Within four (4) months preceding the termination of this Agreement, either party may, by written notice, require the other party to commence bargaining collectively with a view to the conclusion, renewal or revision of the Collective Agreement.
- 52.04 Where notice to commence collective bargaining has been served under Clause 51.03, the Employer shall not, without the consent by or on behalf of the employee affected, increase or decrease salaries or alter any other term or condition of employment of employees in the Bargaining Unit, which was in force on the day on which the notice was given, until a renewal or revision of the Agreement, or a new Collective Agreement has been concluded, or until the requirements of paragraphs 89(1) (a) through (d) of the *Canada Labour Code* have been met.

ARTICLE 53

SUMMER STUDENTS

- 53.01 The employer may hire summer students. These students shall not be members of the bargaining unit. These students shall not be used to replace members of the bargaining unit.

ARTICLE 54

EMPLOYEE ASSISTANCE PROGRAM

- *54.01 In matters of the Employee Assistance Program, the Labour/Management Committee shall concern itself with poor work performance resulting from suspected alcohol or drug addiction. Should this item of business arise during a Labour/Management Committee meeting, the Committee will deal with the matter confidentially taking into consideration the following provisions:
- (a) That alcohol and drug addictions are medical disorders, and
 - (b) That an employee should be encouraged to remedy a disorder due to an addiction, and
 - (c) That benefits normally extended to employees during the time of illness shall be extended to an employee suffering from an addiction at such a time that he or she seeks to correct this disorder, and
 - (d) That the decision to undertake treatment is the responsibility of the employee and
 - (e) That the decision to seek treatment will not affect job security.

**APPENDIX A
RATES OF PAY**

Signing bonus of \$1,000 per employee upon signing

Effective April 1, 2009

Assistant Secretary Manager

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<u>100%</u>	57509	58008	61299	63333	65434	67711
<u>80%</u>	49350	46407	49041	50666	52346	54168
<u>70%</u>	40257	40606	42908	44334	45803	47397

Casual Office \$16.04 per hour

Notes:

Required minimum qualifications:

Complete Community Services Level 1 or equivalent, 100%

Underfill (Less than required minimum qualifications and experience)

Grade XII and specialized accounting, general administration, 80%

Less than Grade XII and no specialized courses, 70%

**Oil Burner
Mechanic/Plumber/Carpenter**

	Step 1	Step 2	Step 3
	64790	66997	69324

Casual Labourer \$ 16.04 per hour

Notes:

1. Step 3 is for tradesmen who possess a valid NWT Trade certification.
2. Steps 1 and 2 are for uncertified tradesmen recognizing their experience and qualifications.

**APPENDIX A
RATES OF PAY (cont'd)**

Effective April 1, 2010

Assistant Secretary Manager

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<u>100%</u>	59809	60328	63751	65866	68051	70419
<u>80%</u>	51324	48263	51003	52693	54440	56335
<u>70%</u>	41867	42230	44624	46107	47635	49293

Casual Office \$16.68 per hour

Notes:

Required minimum qualifications:

Complete Community Services Level 1 or equivalent, 100%

Underfill (Less than required minimum qualifications and experience)

Grade XII and specialized accounting, general administration, 80%

Less than Grade XII and no specialized courses, 70%

Oil Burner

Mechanic/Plumber/Carpenter

	Step 1	Step 2	Step 3
	67382	69677	72097

Casual Labourer \$ 16.68 per hour

Notes:

1. Step 3 is for tradesmen who possess a valid NWT Trade certification.

2. Steps 1 and 2 are for uncertified tradesmen recognizing their experience and qualifications.

Effective April 1, 2011

Assistant Secretary Manager

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<u>100%</u>	62201	62741	66301	68501	70773	73236
<u>80%</u>	49760	50194	53043	54801	56618	58588
<u>70%</u>	43542	43919	46409	47951	49540	51265

Casual Office \$17.35 per hour

Notes:

Required minimum qualifications:

Complete Community Services Level 1 or equivalent, 100%

**APPENDIX A
RATES OF PAY (cont'd)**

Notes cont'd:

Underfill (Less than required minimum qualifications and experience)

Grade XII and specialized accounting, general administration, 80%

Less than Grade XII and no specialized courses, 70%

**Oil Burner
Mechanic/Plumber/Carpenter**

	Step 1	Step 2	Step 3
	70077	72464	74981

Casual Labourer \$ 17.35 per hour

Notes:

1. Step 3 is for tradesmen who possess a valid NWT Trade certification.

2. Steps 1 and 2 are for uncertified tradesmen recognizing their experience and qualifications.

Effective April 1, 2012

Assistant Secretary Manager

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<u>100%</u>	64689	65251	68953	71241	73604	76165
<u>80%</u>	51751	52202	55165	56993	58883	60932
<u>70%</u>	45284	45676	48265	49869	51522	53316

Casual Office \$18.04 per hour

Notes:

Required minimum qualifications:

Complete Community Services Level 1 or equivalent, 100%

Underfill (Less than required minimum qualifications and experience)

Grade XII and specialized accounting, general administration, 80%

Less than Grade XII and no specialized courses, 70%

**Oil Burner
Mechanic/Plumber/Carpenter**

	Step 1	Step 2	Step 3
	72880	75363	77980

Casual Labourer \$ 18.04 per hour

**APPENDIX A
RATES OF PAY (cont'd)**

Notes:

1. Step 3 is for tradesmen who possess a valid NWT Trade certification.
2. Steps 1 and 2 are for uncertified tradesmen recognizing their experience and qualifications.