

COLLECTIVE AGREEMENT

between the

FORT SIMPSON HOUSING AUTHORITY

and

PUBLIC SERVICE ALLIANCE OF CANADA

As represented by its Component:

The Union of Northern Workers

Effective: April 1, 2010

Expires: March 31, 2013

The Union of Northern Workers
Suite 200, 5112-52nd Street
Yellowknife, NT X1A 1T6

ARTICLE 1 - PURPOSE OF AGREEMENT

- 1.01 The Purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees and the Union, to set forth certain terms and conditions of employment relating to pay, hours of work, employee benefits, and general working conditions affecting employees covered by this Agreement and to ensure that all reasonable measures are provided for the safety and occupational health of the employees.
- 1.02 The parties to this Agreement share a desire to improve the quality, to promote well-being and increase the productivity of the employees to the end that the Housing Authority 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) "Agreement" and "Collective Agreement" means this Collective Agreement.
 - (b) "Alliance" means the Public Service Alliance of Canada.
 - (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) "Anniversary Date" means the anniversary date of actual date of hire.
 - (e) "Bargaining Unit" mean all employees of the Fort Simpson Housing Authority except the Housing Manager.
 - (f) "Casual Employee" means a person employed by the Employer for work of a temporary nature not to exceed three (3) months.
 - (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 payment.
 - (i) "Continuous Employment" and "Continuous Service" means uninterrupted employment with the Employer; and
 - (i) 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;
 - (ii) 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 one month, his periods of employment for purposes of sick leave, vacation leave and vacation travel benefits shall be considered as continuous employment.

- (j) "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.
- (k) "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.
- (l) "Dependant" means a person 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.
- (m) "Division" refer to either Maintenance Section or Administration Section of Housing Authority.
- (n) "Employee" means a member of the bargaining unit.
- (o) "Employer" means the Fort Simpson Housing Authority Board of Directors or Manager.
- (p) "Fiscal Year" means the period of time from April 1, in one year to March 31, 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 an employee whose employment has been terminated because of lack of work or because of the discontinuance of a function who is suitable for continued employment with the Housing Authority.
- (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. For part-time employees, overtime means all hours worked which exceed the regularly scheduled hours of work for a full time employee in the same classification.
- (x) "Part-time Employee" means an employee who has been hired to a position for which the hours of work on a continuing basis are less than the standard work day, work week, or work month for that position.
- (y) "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. During an employee's initial probationary period, the employee may be rejected for unsuitability. During the probationary period the employee shall be entitled to all the rights and benefits of this Agreement. If an employee does not successfully complete his probationary period on transfer or promotion the Employer shall appoint him to a position comparable to the one from which he was transferred or promoted.
- (z) "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.
- (aa) "Rates of Pay"
 - (i) "daily rate of pay" means an employee's hourly rate multiplied by the employee's daily hours of work as set out in Schedule "A";
 - (ii) "weekly rate of pay" means an employee's daily rate of pay multiplied by five (5); and
 - (iii) "annual rate of pay" means an employees weekly rate of pay multiplied by 52.176.
- (bb) "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.
- (cc) "Seniority" means length of continuous service with the Employer and shall be applied on a classification, division or bargaining unit wide basis.
- (dd) "Transfer" means the appointment of an employee to another position, that does not constitute a promotion or demotion.
- (ee) "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.

(ff) "Union" means the Public Service Alliance of Canada as represented by its agent the Union of Northern Workers.

- 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 AND HUMAN RIGHTS

- 3.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees in the bargaining unit in accordance with the certificate issued by the Canada Labour Relations Board on July 4, 1994.
- 3.02 The Employer agrees to inform prospective employees prior to their initial employment that the Fort Simpson Housing Authority is a Union shop.

Discrimination

- 3.03 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.
- 3.04 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 Notwithstanding Clause 3.03, it is recognized that an Affirmative Action program may be implemented by the Employer as recognized in the Canadian Constitution.
- 3.06 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.
- 3.07 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.
- 3.08 "Personal harassment" means any vexatious behavior 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.

- 3.09 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

- 3.10 "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.
- 3.11 Every employee is entitled to employment free of sexual harassment. The Employer, the employees and the Union will make every reasonable effort to ensure that no employee is subjected to sexual harassment.
- 3.12 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.
- 3.13 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.
- 3.14 The Employer shall in consultation with the Union issue a policy statement 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 statement concerning sexual harassment.

Freedom from Workplace Violence

- 3.15 "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 behaviors of a physical or emotional nature.
- 3.16 Every employee is entitled to employment free of workplace violence.
- 3.17 The Employer, the employees and the Union will make every reasonable effort to ensure that no employee is subjected to workplace violence.
- 3.18 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.
- 3.19 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.

- 3.20 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.
- 3.21 The Employer shall in consultation with the Union issue a policy statement 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 statement concerning workplace violence.

ARTICLE 4 - APPLICATION

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

ARTICLE 5 - FUTURE LEGISLATION

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

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, slow-down, or any other interference with production by any Employee or employees.

ARTICLE 7 - MANAGERIAL RESPONSIBILITIES

- 7.01 Managerial responsibilities or decisions will be carried out or made in a manner that is just, reasonable and non-discriminatory.
- 7.02 Except to the extent provided in this agreement this agreement in no way restricts the Employer in the management and direction of the Fort Simpson Housing Authority.

ARTICLE 8 - EMPLOYER DIRECTIVES

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

ARTICLE 9 - UNION ACCESS TO EMPLOYER PREMISES

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

ARTICLE 10 - APPOINTMENT OF REPRESENTATIVES

- 10.01 The Employer acknowledges the right of the Union to appoint employees as representatives. The Union will provide the Employer with the names of all representatives within a reasonable period.

ARTICLE 11 - TIME-OFF FOR UNION BUSINESS

Arbitration Hearings (Disputes)

- 11.01 (a) Where operational requirements permit, the Employer will grant leave with pay to a reasonable number of employees representing 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 and where operational requirements permit, leave with pay to an employee called as a witness by the Union.

Arbitration Hearing (Grievance)

- 11.02 (a) The Employer will grant leave with pay to an employee who is a party to the grievance which is before an Arbitrator.

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.

Contract Negotiations Meetings

- 11.03 (a) Upon reasonable notification and subject to operational requirements, the Employer will grant time-off with pay for two (2) Employees to attend preparatory meetings to a maximum of one (1) day.
- (b) Upon reasonable notification, the Employer will grant leave with pay for two (2) employees for the purpose of attending contract negotiations on behalf of the Union for the duration of such negotiations.

Meetings Between Employee Organizations And Management

- 11.04 Upon reasonable notification, 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 Conventions

- 11.05 Subject to operational requirements and upon reasonable notification, the Employer will grant reasonably leave without pay to a reasonable number of employees to attend Executive Council meetings, conferences and conventions of the Union, the Alliance, the Canadian Labour Congress and the Northern Territories Federation of Labour.

Representative Training Course

- 11.06 Subject to operational requirements and upon reasonable notification, the Employer will grant reasonable leave without pay to employees who undertake training related to the Union.

Time Off For Representatives

- 11.07 (a) A Representative shall obtain the permission of his/her immediate supervisor before leaving his/her 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 report back to his/her supervisor before resuming his/her normal duties.
- (c) Where an employee and his/her Representative are involved in the process of a grievance, after a grievance has been filed, he/she shall be granted time off with pay.
- 11.08 Subject to operational requirements the Employer will grant leave with pay for two (2) employees for a maximum of two (2) days once per year:
- (a) to participate as delegates to constitutional conferences or other similar forums mandated by territorial legislation; and
- (b) to present briefs to commissions, boards and hearings that are mandated by territorial legislation or the Federal Government and whose area of interest is of concern to organized labour.

ARTICLE 12 - UNION DUES DEDUCTION

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

ARTICLE 13 - INFORMATION

- 13.01 The Employer agrees to provide the Union on a monthly basis, with information concerning the identification of each member in the Bargaining Unit. This information shall include the name, location, 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.
- 13.02 The Employer shall provide each employee with a copy of this Collective Agreement.
- 13.03 The Employer agrees to provide each new member of the Bargaining Unit with a copy of this Collective Agreement upon his appointment.
- 13.04 The Employer shall notify the Union of all newly created classifications including its designation as to whether it is within or outside of the Bargaining Unit.

ARTICLE 14 - SENIORITY

- 14.01 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.

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

- 15.01 The Employer shall provide bulletin board space in its office and shop clearly identified for exclusive Union use.
- 15.02 The Employer may make available to the Union and the members of the Bargaining Unit a suitable meeting room to be used from time to time for the business relating to the Bargaining Unit. Permission for this purpose shall not be unreasonably withheld.
- 15.03 The Employer will process any mail originating from the Union addressed to all employees.
- 15.04 A representative of the Union shall have the right to give each new employee an orientation of up to fifteen (15) minutes and the representative of the Union shall be given leave with pay for such purposes.

ARTICLE 16 - DESIGNATED PAID HOLIDAYS

- 16.01 (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;
- (b) A paid holiday, as declared, shall also be granted to all employees on any special day proclaimed by the Government of Canada, the Commissioner or Minister of the NWT, or Mayor of Fort Simpson.

- (c) Where the majority of Employees in the Village of Fort Simpson are provided time off in support of a community function, Fort Simpson Housing Authority employees shall be granted the same time off with pay, subject to operational requirements, to a maximum of one (1) day per year.
- 16.02 Clause 16.01 does not apply to an employee who is absent without cause on either the working day immediately preceding and the working day following the Designated Paid Holiday, except with the approval of the Employer.

Holiday Falling on a Day of Rest

- 16.03 When a Designated Paid Holiday coincides with an employee's day of rest, the Designated Paid Holiday shall be moved to the employee's first working day following his day of rest, unless the Employer and employees mutually decide on a different date.
- 16.04 When a day Designated Paid Holiday for an employee is moved to another day under the provisions of Clause 16.03:
- (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.
- 16.05 When the Employer requires an employee to work on a Designated Paid Holiday as part of his regularly scheduled hours of duty or as overtime when he is not scheduled to work he shall be paid in addition to the pay that he would have been granted had he not worked on the Designated Paid Holiday:
- (a) one and one-half (1½) 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.
- 16.06 Subject to Article 23.06 at the employees option the amounts payable pursuant to Article 16.05 may be taken either in pay or in compensatory leave to be taken at a later date convenient to both the Employer and the employee.
- 16.07 Where a Designated Paid Holiday for an employee falls within a period of leave with pay, the Designated Paid Holiday shall not count as a day of leave.

ARTICLE 17 - LEAVE - GENERAL

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

- 17.02 During the month of May in each year the Employer shall inform each employee in writing of the balance of his special, sick and vacation leave credits as of the 31st day of March.
- 17.03 Vacation leave will be taken in hours, on the basis of an employee's regularly scheduled hours of work for the day the leave is taken. An employee's entitlement to vacation leave will be converted from days to hours as follows:
- (a) Employees whose regular hours of work per week are 40 will have their entitlement to vacation leave multiplied by 8; and
 - (b) Employees whose regular hours of work per week are 37.5 will have their entitlement to vacation leave multiplied by 7.5.
- 17.04 When the Employer rejects an employee's application for leave, upon request the detailed reasons for the rejection shall be provided to the employee in writing.
- 17.05 An employee shall provide three (3) weeks advance notice except in extenuating circumstances for leave of five (5) working days or more. An employee's request for any leave that the Employer has not responded to within ten (10) working days from the receipt of the application shall be considered as granted, unless for extenuating circumstances the Employer was unable to respond within the ten (10) working day time period.
- The Employer will respond to leave requests under this Article, in a timely fashion.
- 17.06 An Employee shall provide one day advance notice for each day of annual leave applied for up to four days.
- 17.07 An employee who is on leave of absence without pay is not entitled to any pay, benefits or allowances for the period of leave of absence without pay, unless this Agreement provides otherwise.

ARTICLE 18 - VACATION LEAVE Accumulation of Vacation Leave

- 18.01 (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 third ($1\frac{1}{3}$) days each month until the month in which the anniversary of the second (2nd) year of continuous service is completed, (equal to 16 days per year).
 - (ii) one and three-quarters ($1\frac{3}{4}$) days each month commencing in the month after completion of two (2) years of continuous service and ending in the month that seven (7) years of continuous service is completed, (equal to twenty one per year).
 - (iii) two and one sixth ($2\frac{1}{6}$) days each month commencing in the month after completion of seven (7) years of continuous service and ending in the month that fifteen (15) years of continuous service is completed, (equal to twenty six days per year).

- (iv) two and seven twelfth (2 7/12) days each month after completion of fifteen (15) years of continuous service and ending in the month that twenty (20) years of continuous service is completed, (equal to thirty one per year).
 - (v) three (3) days each month after completion of twenty years of continuous service, (equal to thirty six days per year).
- (b) Part-time employees shall receive vacation pay based on length of service as indicated in (1) above on a prorated basis. Casual employees are not entitled to vacation leave.

Granting of Vacation Leave

- 18.02 (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 four (4) consecutive weeks depending upon his vacation entitlements when so requested by the employee; and
 - (b) recognize seniority 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.
 - (c) The Employer will respond to leave requests under this Article, in a timely fashion.
- 18.03 Where in respect of any period of vacation leave, an employee:
- (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 or reinstated for use at a later date.
- 18.04 Employees are not permitted to carry over more vacation credits than can be earned in one (1) fiscal year. Vacation leave credits exceeding one (1) years entitlement will be paid out in the month of May in each year.

Recall From Vacation Leave

- 18.05 Except in the case of an emergency, the Employer shall not recall any employee to duty once his vacations have commenced.
- 18.06 When during any period of vacation leave an employee is recalled to duty, he shall be reimbursed for reasonable expenses, as normally defined by the Employer, that he incurs:
- (a) In proceeding to his place of duty;
 - (b) In respect of any non refundable deposits or rearrangements 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 such as are normally required by the Employer.
- 18.07 The employee shall not be considered as being on vacation leave during any period in respect of which he is entitled under Clause 18.06 to be reimbursed for reasonable expenses incurred by him.

Leave When Employment Terminates

- 18.08 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.
 - (c) upon termination pay the amount owing as specified in (a) above, and shall attach this amount to the employee's regular earnings.
- 18.09 An employee whose employment is terminated by reason of a declaration that he abandoned his position is entitled to receive the payment referred to in Clause 18.08 within a period of six (6) months of the said abandonment if he contacts the Employer.

Travel Time

- 18.10 Vacations shall be lengthened by three (3) working days when an employee takes vacation once per year for the purposes of vacation travel. In order to receive this travel time, the employee must at least liquidate an equal number of annual leave days.

ARTICLE 19 - SPECIAL LEAVE

- 19.01 An employee shall earn special leave credits up to a maximum of twenty-five (25) days at the following rates: This benefit will be prorated for part time employees and casuals will not be eligible for this benefit.

- (a) one-half (%) day for each calendar month in which he received pay for at least ten (10) days, or
- (b) one-quarter (1/4) day for each calendar month in which he received pay for less than ten (10) days.

19.02 For the purposes of this Article, immediate family is defined as an employee's father, mother, brother, sister, spouse, common-law spouse, child, 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.

- (a) The Employer shall grant special leave earned with pay for a period of up to five (5) consecutive working days and may grant additional special leave of up to five (5) additional consecutive working days for (i) below:
 - (i) when there is a death in the employee's immediate family; or
 - (ii) when an employee is to be married.
- (b) The Employer may grant an employee special leave with pay for a period of up to five (5) consecutive working days:
 - (i) where a member of the immediate family becomes ill (not including childbirth) and the employee is required to care for his dependants or for the sick person;
 - (ii) where a member of the immediate family residing outside of Fort Simpson becomes seriously ill.
- (c) The Employer shall grant an employee special leave with pay for a period of up to three (3) consecutive working days and may extend this leave to five (5) consecutive working days in the event of the death of the employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law.
- (d) The Employer may grant an employee special leave with pay for a period of up to five (5) consecutive working days:
 - (i) where special circumstances not directly attributable to the employee prevent his reporting to duty, including:
 - (a) serious household or domestic emergencies;
 - (b) a general transportation tie up caused by weather;
 - (c) a serious community emergency where the employee is required to render assistance
 - (ii) in circumstances which are of general value to the Employer such as where the employee:
 - (a) takes an examination which will improve his position or qualifications;
 - (b) attends his University Convocation, if he has been continuously employed for at least one (1) year;

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

Advance of Credits

19.04 Where an employee has insufficient credits to permit the granting of special leave within the meaning of this Article, leave up to a maximum of five (5) days, may be granted at the discretion of the Employer, subject to the deduction of such advance leave from any special leave credits subsequently earned. Where an Employee's employment with the Employer ends, the Employer may recover any special leave credits which are advanced but not yet earned from any monies owing by the Employer to the employee.

Casual Leave

- 19.05 Except for casual employees, all employees will be granted time off with pay, to a maximum of two (2) hours, to attend an appointment with a doctor, dentist, nurse, lawyer or school authority during working hours, provided that the employee has made every reasonable effort to schedule the appointment outside of working hours but was unable to do so.
- 19.06 Notwithstanding legislation, employee's will be allowed up to one (1) hour of leave if required for the purpose of voting in any Federal, Territorial or Municipal election.

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 the effect.

ARTICLE 20 - SICK LEAVE Credits

- 20.01 An employee shall earn sick leave credits at the rate of one and a quarter (1 1/4) days for each calendar month for which he receives pay for at least ten (10) days. Sick leave will be prorated for part time employees and casual employees will not be eligible for sick leave.
- 20.02 Subject to (a) and (b) below, and to the remainder of this Article, all absences on account of illness on a normal working day (exclusive of designated holidays) shall be charged against an employee's accumulated sick leave credits.
- (a) There shall be no charge against an employee's sick leave credits when his absence on account of illness is less than one-half (1/2) day and the employee has been on duty for at least two (2) hours;

- (b) Where the period of absence on account of illness is at least one-half (1/2) day but less than a full day, one-half (1/2) day only shall be charged as sick leave.
- 20.03 Where leave of absence without pay is authorized for any reason, or an employee is laid-off, and the employee returns to work upon expiration of such leave of absence or lay-off, he shall earn sick leave credits for each month in which he worked at least ten (10) days and shall retain any unused sick leave existing at the time of lay-off or commencement of leave without pay.
- 20.04 In circumstances where sick leave would be authorized but the employee has insufficient or no sick leave credits, he may be granted sick leave in advance to a limit of fifteen (15) days which shall be charged against future credits as earned. If the employee dies before authorized unearned sick leave has been liquidated, no recovery shall be made from the employee's estate. In all other cases where an Employee's employment with the Employer ends, the Employer may recover any sick leave credits which are advanced but not yet earned from any monies owing by the Employer to the employee.
- 20.05 Upon request of the Employer, an employee will provide a note from a qualified medical practitioner certifying illness. This note will only be requested if the period of illness exceeds three (3) working days or after nine (9) sick leave days have been taken during the fiscal year.
- 20.06 When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for a concurrent period, there shall be no charge against his sick leave credits for the period of concurrency.

Travel Time

- 20.07 Every employee who is proceeding to a medical centre outside of Fort Simpson under the provisions of this Article with the approval of the Employer will be granted leave of absence with pay which is to be charged against his special leave credits for the lesser of three (3) days or the actual time he is away from Fort Simpson to secure medical treatment. The Employer may require the employee to provide confirmation of the medical appointment.
- 20.08 Sick leave credits may be used by the employee in the case of the illness of the employee's spouse or child and the presence of the employee is required, provided a medical certificate certifying the illness is provided to the Employer if the illness exceeds three (3) consecutive working days.

ARTICLE 21 - OTHER TYPES OF LEAVE Court Leave

- 21.01 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 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;

- (iv) 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;
- (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 as an allowance or reimbursement for expenses incurred in such duty.

Injury of Duty Leave

- 21.02 (a) An employee shall be granted injury-on-duty leave with pay for such reasonable period as may be determined by the employee's medical practitioner for:
- (i) a personal injury accidentally received in the performance of his duties and not caused by the employee's willful misconduct; or
 - (ii) sickness excluding stress, 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. Prior to making any payments under this Section, the Employer has the right to speak with the employee's medical practitioner. The employee shall, if he wishes to continue his claim for injury on duty leave, permit the physician to release relevant information to the Employer.
- (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 and Parental Leave

- 21.03 The Employer shall provide maternity and parental leave in accordance with the provisions of the *Labour Standards Act*.
- 21.04 At the request of an employee and subject to operational requirements, leave without pay in one (1) or more periods to a total maximum of one (1) year during an employee's total period of employment may be provided for the care and nurturing of pre-school children.

Compassionate Care Leave

- 21.05 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.
- 21.06 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.

- 21.07 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:
- (a) the day the certificate is issued; or
 - (b) if the leave was commenced before the certificate was issued, the day the leave was commenced.
- 21.08 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.
- 21.09 An employee who intends to request compassionate care leave shall make every effort to provide reasonable notice to the Employer. 21.10 Requests for Leave
- Appropriate leave application forms must be completed and forwarded to the employee's immediate supervisor.
- 21.10 Benefits During Leave
- Employees returning to work from compassionate care leave retain any service credits accumulated prior to taking leave.
- 21.11 Leave granted under this Clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay.
- 21.12 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 combined.

ARTICLE 22 - HOURS OF WORK

- 22.01 Regular hours of work for employees shall be from Monday to Friday inclusive as follows:
- (a) Administration staff - 8:30 a.m. to 5:00 p.m. (37.5 hrs/week), exclusive of a one (1) hour meal period,
 - (b) Maintenance staff - 8:00 a.m. to 5:00 p.m. (40 hrs/week), exclusive of a one (1) hour meal period.
 - (c) or as required for part time employees
- The above hours of work may be changed with mutual consent of the Employer and Employee(s) affected.
- 22.02 All employees shall be entitled to rest periods of fifteen (15) minutes duration twice per day commencing at or around the mid-point of the shifts.
- 22.03 In the event that an employee is unable to take his meal period due to operational requirements, the meal period will be taken at a later time. In the event that an employee is unable to take this

meal period at all during the day, he will have the option of leaving work early at the end of the day, or claiming overtime in the amount of time worked due to missing the meal period.

ARTICLE 23 - OVERTIME

23.01 In this Article:

- (a) "Straight time rate" means the hourly rate of pay.
- (b) "Time and one-half" means one and one-half times the straight time rate.
- (c) "Double time" means twice the straight time rate.

23.02 An employee who is required to work overtime shall be paid overtime compensation for all overtime worked subject to a minimum payment of one half(1/2) hour at the overtime rate.

23.03 Employees shall record starting and finishing times of overtime worked on a form determined by the Employer. Overtime must be previously approved.

23.04 Subject to operational requirements 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.

23.05 (a) Subject to Article 23.02 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 (VA 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) Subject to 23.06, 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.

23.06 An Employee shall be granted time off in lieu of compensation for overtime or call out time worked. The accumulated overtime for the purposes of lieu time shall not exceed the maximum of forty (40) or thirty seven and one half (37 1/2) hours respectively per division. Any excess overtime shall be paid out. Lieu time off shall be taken at a time at a time that is mutually agreed by the employee and the Employer.

ARTICLE 24 - PAY

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

- 24.02 (a) Employees shall be paid on every second Thursday.
- (b) Where cheques are distributed to employees at their place of work, they shall first have been placed in sealed envelopes.
- (c) In the event direct deposit is instituted by the Employer, employees shall be paid by direct deposit.
- 24.03 Subject to 23.06, 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.

Acting Pay

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

- 24.05 (a) 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.
- (b) The Employer agrees to pay all retroactive remuneration for salary increases, overtime, acting pay and allowances not later than two months following the month in which the Agreement is signed.
- (c) Retroactive pay shall be issued on a separate cheque. In the event that retroactive pay is not issued in the time allotted in Clause (b) above, interest at prime rates will also be paid.

Recovery of Over Payment

- 24.06 (a) Where an Employee has received more than his/her proper entitlement to wages or benefits, no continuing Employee shall be subject to such deductions in excess of twenty percent (20%) of the Employees net earnings per pay period.
- (b) If more than one year (1) has passed since the overpayment, there shall be no recovery of the overpayment.

- (c) Any recovery of overpayment by the employer must be clearly stated in writing and amounts to be deducted off each pay.

ARTICLE 25 - REPORTING PAY

- 25.01 (a) If an employee reports to work as scheduled and is advised by the Employer that there is insufficient or no work available he is entitled to two (2) hours pay at the straight time rate.
- (b) 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 to six (6) hours pay at the appropriate overtime rate.

ARTICLE 26 - CALL-BACK PAY

- 26.01 (a) When an employee is recalled to a place of work for a specific duty, he shall be paid the greater of:
- (i) compensation at the appropriate overtime rate; or
 - (ii) compensation equivalent to four (4) hours' pay at the straight-time rate.
- (b) Subject to 23.06, compensation for call-back shall be made either in pay or compensatory leave. If compensatory leave is chosen by the employee, it shall be taken at a time mutually agreeable to the Employer and employee.
- 26.02 When an employee reports to work for which he has been recalled under the conditions described in Clause 26.01 and uses his personal motor vehicle, he shall be reimbursed as follows:
- For each call out during the Winter (October 1 - March 31) - 23 litres of gasoline;
 - For each call out during the Spring and Fall (April, May, June, September) - 14 litres of gasoline);
 - For each call out during the summer (July and August) - 9 litres of gasoline.
- 26.03 (a) 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.
- (b) Subject to (a) above no employee shall be disciplined for being unable to return to work on a call-back unless the Employee is designated on standby.

ARTICLE 27 - TERM POSITIONS

- 27.01 Except with prior mutual agreement between the Union and the Employer, no term position may extend beyond two years (2) with a one (1) year option to renew on the part of the Employer.

ARTICLE 28 - STANDBY

- 28.01 Maintenance employees may be required to rotate on standby.

- 28.02 Employees will bid on the standby schedule and every attempt will be made to equitably distribute the standby assignments.
- 28.03 Should there be no employees bidding on the standby blocks, the Employer may assign standby.
- 28.04 Each block will be from 17:00 hours on the Thursday to 08:00 hours on the following Thursday with the exception of the standby block over Christmas and New Years.
- 28.05 Compensation will be in the form of the Thursday at 1:00 p.m. and the Friday following the standby block being time off with pay for the employee who just completed his standby block.
- 28.06 The Christmas standby block will result in compensation in the form of three days off with pay immediately following this standby block.
- 28.07 The Labour Management Committee may adjust the standby conditions to adjust schedules to allow for partial blocks at the beginning and end of the standby season and during the Christmas season.

ARTICLE 29 - PAY FOR TRAVEL ON BEHALF OF EMPLOYER

- 29.01 (a) Where an employee is required to travel on behalf of the Employer, he shall be paid:
 - (i) when the travel occurs on a regular workday, as though he were at work for all hours traveled;
 - (ii) when the travel occurs on a day of rest or designated paid holiday, at the applicable overtime rate for all hours traveled, with a minimum of four (4) hours pay at the straight time rate and a maximum of eight (8) hours at the applicable overtime rate.
- (b) The Employer will make every reasonable effort to restrict travel outside of Fort Simpson that requires absence from home beyond a period which includes two (2) weekends.
- (c) The above entitlements shall not apply to an apprentice while traveling to or from Trades School on a day of rest or Designated Paid Holiday or while in attendance at Trades School.
- 29.02 An employee who is authorized to travel on Employer business will be reimbursed for reasonable expenses incurred.
- 29.03 The Labour Management Committee will develop the policy defining the entitlement recognizing the following
 - (a) Meals and incidental expenses at the Federal Government rate. Should actual cost of meals exceed this rate, receipts for meals will suffice for reimbursement.
 - (b) Actual commercial accommodation costs or private accommodation costs as per the Federal Government rate.
 - (c) Actual transportation costs or an Employer vehicle provided, or mileage if a personal vehicle is authorized at the Federal Government rate.
 - (d) Other expenses as determined from time to time.

- (e) Employees may seek a ruling on entitlement prior to departure.
- (f) Child Care Expenses — Employees may be reimbursed a maximum of twenty five (\$25.00) dollars per day upon provision of receipts, if the Employee, due to the requirement to travel on behalf of the Employer, incurs child care expenses which exceed those which would have normal been incurred.

29.04 Disputes over entitlements will be resolved through to Labour Management Committee.

ARTICLE 30 - LAY-OFF AND JOB SECURITY

- 30.01 (a) Lay-offs will be made, when necessary, on the basis of reverse order of seniority within each classification of work.
- (b) In order to minimize the adverse effects of Lay-off, the Employer will 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 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 ninety (90) days' period of notice, be granted reasonable leave with pay for the purpose of being interviewed and examined by a prospective Employer and to such additional leave with pay as the Employer considers reasonable for the employee to travel to and from the place where his presence is so required.

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

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

Cooling Off Period

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

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

30.07 (a) The Employer shall give notice of recall personally or by registered mail.

- (b) 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.
- (c) Where notice of recall is given by registered mail, notice is deemed to be given fourteen (14) days from the date of mailing.

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

SEVERANCE PAY

Lay-Off

- 30.09 (a) An employee who has two (2) or more years of continuous employment and who is laid off is entitled to be paid Severance Pay at the time of Lay-off.
- (b) In the case of an Employee who is laid off, the amount of Severance Pay shall be one weeks (1) pay for the second complete year of continuous employment. The total amount of Severance Pay which may be paid under this clause shall not exceed twenty-eight (28) weeks.

RETIREMENT AND TERMINATION FOR HEALTH REASONS

30.10 The following shall apply to an Employee with two (2) or more years of continuous employment with the Employer:

- (a) This clause shall apply to an Employee:
 - (i) who retires at the age of 60 or older from the Fort Simpson Housing Authority; or
 - (ii) whose employment is terminated as a result of a written declaration from a Medical Practitioner or Nurse made to the Employer that the Employee is incapable of performing his/her duties because of chronically poor health; and
- (b) When employment terminates for either of the reasons stated in (a) above, the Employee shall be paid Severance Pay equal to the product obtained by multiplying his/her weekly rate of pay on termination, to the maximum of thirty (30) weeks, less any period of continuous employment in respect of which Severance Pay was previously granted.
- (c) When employment terminates for either of the reasons stated in (a), the Employee shall have the right to waive his/her entitlement to Severance Pay, and in lieu thereof, be granted an equivalent period of leave with pay.

30.11 An employee who resigns after seven (7) years of continuous service is entitled to be paid severance pay on resignation in accordance with the following formula:

Number of years x weekly rate of pay on resignation, up to 30 weeks.

This article only applies to employees employed with the Employer as of December 7, 2005.

ARTICLE 31 - JOB DESCRIPTION

- 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 Job Description of the position to which he or she is assigned.
- 31.02 Upon written request, an employee shall be given a complete and current Job Description and responsibilities of his or her position.

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 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 request any training, in-service training, re-training, or any 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, 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 one (1) year 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.
- 32.05 (a) The Employers representative who assesses an employee's performance must have observed the employee's performance for at least one-half (1/2) of the period for which the employee's performance is evaluated or it shall be completed by the Manager.
- (b) Only one file per employee for the purposes of performance evaluation or discipline shall exist.
- (c) The Employer agrees that communications between an employee and his representative are confidential.
- 32.06 If a performance evaluation is not done within two (2) months of the employee's anniversary date, the employee's performance evaluation shall be considered to be satisfactory. The provision of this change does not apply if the Employer has met their obligations under clause 32.01(a).

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 ninety (90) days from the date on which the Employer submits the new or revised standard to the Union, the Employer may apply the new rates of pay and the Union may refer the matter to arbitration. The Arbitration will be based on written submissions and there will be no hearing. The arbitrator's decision will be retroactive to the date of application of the new rates.

ARTICLE 34 - ADJUSTMENT OF DISPUTES

- 34.01 The Employer and the Union recognize that grievances may arise in each of the following circumstances:
- (a) by the interpretation, administration 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 or Arbitral Award; and
 - (b) disciplinary action resulting in demotion, suspension, or a financial penalty;
 - (c) dismissal; and
 - (d) letters of discipline placed on personnel file.
- 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 (Housing Manager) or designate
 - (b) Second Level (Board of Directors) or designate
 - (c) Final Level (Arbitration)
- 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 When an employee is dismissed, he shall be given notice in writing, together with the reasons therefore within twenty-four (24) hours.
- 34.11 The Union shall have the right to initiate and present a grievance on any matter as per the method outlined in the grievance procedure.
- 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 Employer and the employee, and where appropriate, the Union Representative.
- 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 (or such further time as the parties might agree), an Arbitrator will be appointed under the Canada Labour Code. 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 I 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 and the Union shall each pay one-half (%) 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 fourteen (14) 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 Federal Court of Canada 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 - NO CONTRACTING OUT

- 35.01 There shall be no contracting out of any work by the Employer if it would result in the lay-off, or continuance of a lay-off, or a reduction in the hours of work of any employee.

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

Right to Refuse Dangerous Work

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

First Aid/First Aid Training First Aid

- (b) (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 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.

First Aid Training

- (c) 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 one half (1/2) the duration of the courses.

Transportation of Injured Workers

- (d) The Employer shall provide, at no expense to the employee, appropriate transportation to the nearest physician or medical facility and from there to his home or place of work depending on the decision of the attending physician, when such services are immediately required for an employee as a result of injury or serious ailment occurring in the 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.

Occupational Health Examinations

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

- (ii) An employee shall be granted leave with pay to attend the examination and the Employer shall assume the cost of any travel expenses.
- (iii) All occupational health information, forms and records transmitted or used in connection with these occupational health examinations will be conveyed to the employee involved and maintained in a medical confidential status and retained within the medical community.
- (f) The work environment will be monitored and where a problem is perceived by the Committee it shall be investigated and remedied as appropriate.

The Right to Know

36.05 (a) Hazard Identification

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

Information and Investigations Concerning Health Hazards and Work Injuries

- (b) (i) The Committee shall conduct such investigations as may be necessary to determine the circumstances surrounding work injuries and health hazards arising. Such investigations shall be conducted in the presence of Committee members.

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

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

Provision of Legislation or Employers Policies

- (c) The Employer shall make available to employees an up to date copy of the Safety Act and Regulations, and any Health and Safety policies of the Employer.

Employee Assistance Program

36.06 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.

36.07 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.

ARTICLE 37 - WEATHER CONDITIONS

- 37.01 (a) The Labour/Management Committee will discuss the matter of weather conditions with a view to establishing a policy.
- (b) It is important to recognize cold weather travel as a safety issue when developing the policy.
- (c) The difficulty for employees to communicate back with the Employer when out on the land is acknowledged and will also be addressed in this policy.

ARTICLE 38 - SHORT TERM LEAVE FOR TRAINING

- 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 Housing 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 or ensure is paid, 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 or gross neglect 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 suspend with or without pay and/or discharge an employee for just and sufficient cause. Prior to suspending or discharging an employee, the Employer shall examine all mitigating factors.
- 40.02 When employees are to be suspended or discharged from duty, the Employer shall notify the employee and Union in writing of the reasons for such suspension or discharge within twenty-four (24) hours of the suspension in sufficient detail that the employee may defend himself/herself against it.
- 40.03 The Employer shall notify the local representative of the Union that such suspension or discharge has occurred or is to occur.
- 40.04 When employees are required to attend a meeting where a disciplinary decision concerning them is to be taken by the Employer, or a representative of the Employer, the employees are entitled to have, at their request, a representative of the Union attend the meeting. The Employer must advise the employee of his right to be accompanied by his representative.

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 on the Union notice Board. The job posting shall state the job classification, rate of pay, and required qualifications of the job. An Employee who wishes to apply for a position so posted shall do so on or before the closing date as advertised on the posting.
- 41.02 Seniority and an employees work record shall be a governing factor in determining promotions or transfers.

ARTICLE 42 - INSURANCE BENEFITS

- 42.01 The Employer shall provide the following benefits:
- NEBS pension plan, with contributions as determined by the plan provider. All issues concerning the pension plan shall be determined by the plan provider.
- 42.02 The Employer agrees to provide to eligible permanent and term employees the following Northern Employee Benefits Services benefits:
- (1) Accidental Death and Dismemberment;
 - (2) Life Insurance (150% of salary);
 - (3) Dependant and Spousal Life Insurance; and
 - (4) Long-term Disability (70% taxable).

- 42.03 Premium payments for Accidental Death and Dismemberment, Life Insurance and Dependant and Spousal Life Insurance these benefits shall be paid by Employer. Premium payments for Long Term Disability shall be shared 60% by the Employer and 40% by the Employee.
- 42.04 All issues concerning the benefit plans, including issues concerning eligibility or entitlement to benefits shall be determined by the benefit plan providers.

ARTICLE 43 - TRADES

Trades Certification

- 43.01 Where an Employee with a certificate has the qualifications in one trade, and performs work in a trade for which he does not possess a certificate, he shall advise the Employer. The Employer shall ensure that the work performed is inspected by a qualified tradesman at the earliest possible date. The Employer will ensure that traditional job titles will be used properly reflecting the dignity and status of tradesman; using the trade name in the position title to conform to the journeyman certification required. Employees who do not hold certificates of qualification in a trade area may perform work normally performed by a qualified tradesman provided no Employee holding a certificate of qualification is on lay-off and such work is inspected by a qualified tradesman.

Wash Up Time

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

Work Clothing and Protective Equipment

- 43.02 (a) the following Articles shall be provided to maintenance employees at no cost:
- (i) summer coveralls as required
 - (ii) winter coveralls as required
 - (iii) \$200.00 annually per maintenance employee, upon the presentation of receipt, towards the purchase of safety foot wear.
 - (iv) hard hats as required
 - (v) gloves as required
 - (vi) insulated winter safety boots
 - (vii) safety prescription eyewear, to a maximum of \$400 every two years
- (b) These articles shall be replaced by the Employer when they are presented as worn or damaged.

43.03 The Employer will ensure that the following articles are provided in the shop for the use of employees as required by the Workers Safety and Compensation Commission or the *Safety Act*:

aprons

welding goggles - to be provided as it becomes necessary dust protection

eye protection

ear protection

43.04 Should an employee be required to plug a vehicle into his residence during stand-by, he will be paid the actual costs of electricity used. The Labour/Management committee will decide upon the actual per kilowatt hour usage and ensure that the appropriate energy conservation measures are taken.

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 Trade Designation Order 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 Apprenticeship, Trade and Occupations Certification Board 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 55%

year 2 65%

year 3 75%

year 4 85%

three year training programs

year 1 60%

year 2 70%

year 3 80%

(e) An apprentice who is attending trade courses, and who provides the Employer with proof that he/she has applied for and is in receipt of employment insurance (EI) benefits shall

receive a supplementary unemployment benefit (SUB) payment. The SUB payment shall be:

- (i) for the two week EI waiting period, 95% of the apprentice's weekly rate of pay (including benefits and allowances); and
 - (ii) for the remaining weeks of the apprentice's trade course, the difference between the apprentice's EI benefit and 95% of the apprentice's weekly rate of pay (including benefits and allowances).
- (f) Apprentices shall be entitled to the benefits, terms and conditions of employment of this collective agreement while working and while attending trade courses, but shall not be entitled to use leave benefits while attending trade courses.
 - (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) If an Apprentice's contract is terminated by the Government of the Northwest Territories, he/she ceases to be an employee.

ARTICLE 45 - CREDIT FOR PREVIOUS EXPERIENCE

45.01 Wage rates for new and rehired employees shall be established as follows, if applicable:

- (a) Employee's who have previously been employed with the Employer shall receive one hundred (100) percent credit for previous experience if they are rehired within two (2) years of their termination with the Employer.
- (b) For an employee who has gained related experience elsewhere, their related experience may be taken into consideration by the Employer when determining their starting increment level.

ARTICLE 46 - NORTHERN ALLOWANCE

46.01 This benefit will be prorated to part time employees. Casual employees will not be entitled to this benefit.

All eligible employees shall be paid a Northern Allowance. This allowance shall be based on \$10,290 being the amount for Fort Simpson in the Collective Agreement between the Union of Northern Workers and the Government of the Northwest Territories. This amount shall change when the rate for Fort Simpson in the Collective Agreement between the Union of Northern Workers and the Government of the Northwest Territories changes.

46.02 This allowance shall be paid as follows:

- (a) \$2,618 shall be designated as travel allowance paid on the first pay period in the month of June providing they have worked for six continuous months. This amount shall be prorated for part-time employees.

- (b) The remainder of the Northern Allowance shall be divided by 2087.04 for employees whose normal hours of work are eight (8) per day; and by 1956.6 for employees whose normal hours of work are seven and one-half (7 ½) per day. This portion of the allowance shall be paid on an hourly basis for all regular hours worked.

ARTICLE 47 - CERTIFICATE REGISTRATION FEES

- 47.01 The Employer shall reimburse full-time Employees for the renewal of their professional or trade certificate dues, which they are required to pay to be entitled to practice their profession or trade in the Northwest Territories, when they are employed in a capacity which requires that they practice that profession or trade.

ARTICLE 48 - RE-OPENER OF AGREEMENT AND MUTUAL DISCUSSIONS

- 48.01 This Agreement may be amended by mutual consent.

Mutual Discussions

- 48.02 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 49 - WINTER BONUS DAYS

- 49.01 An employee shall be entitled to a Winter Bonus day of one (1) day for each five (5) days vacation leave taken between October 1st and March 31st of each year, with the exception of those covered by clause 53.02 below. The maximum number of winter bonus days which can be taken in each year is four (4).

ARTICLE 50 - EMERGENCY LEAVE

- 50.01 The employer may grant leaves of absence with or without pay in emergency or unusual circumstances.

ARTICLE 51 - CIVIC LEAVE

- 51.01 Subject to approval by the Manager, an Employee may be entitled up to five (5) days civic leave with pay each year to serve as members of community councils, public boards and committees, or other activity approved by the Manager as beneficial to the community, the Region, Territorial, National and International levels.
- 51.02 Notwithstanding anything 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 civic organization pursuant to this Article.

ARTICLE 52 - CASUAL EMPLOYEES

- 52.01 Casual employees shall be entitled to all of the benefits of this collective agreement, except for:

