

COLLECTIVE AGREEMENT

-between-

THE HAY RIVER HOUSING AUTHORITY
(hereinafter referred to as the 'Employer')

-and-

THE PUBLIC SERVICE ALLIANCE OF CANADA

as represented by its Component:

The Union of Northern Workers
(hereinafter referred to as the 'Union')

From: April 1, 2009 To: 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.

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) "Bargaining Unit" means all Employees of the Hay River Housing Authority except the Housing Manager and the Assistant Manager Bookkeeper, and casual employees.
 - (e) "Casual Employee" means a person employed by the Employer for work of a temporary nature, not to exceed six (6) months. Casual employees shall not be used to fill permanent positions within the bargaining unit.
 - (f) A "common-law spouse" relationship is said to exist when, for a continuous period of at least six months, 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, and signs a declaration accordingly.
 - (g) "Compensatory Leave" means the equivalent leave with pay taken in lieu of cash payment.
 - (h) (i) "Continuous Employment" and "Continuous Service" means uninterrupted employment with the Employer; and

- (ii) with reference to re-appointment of a lay-off if the employee is recalled within one month 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 ceases to be employed, 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.
- (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, or incompetence, to another position for which the maximum pay is less than that of his former position.
- (k) “Dependant” means a person who is:
 - (i) that Employee’s spouse (including common-law),
 - (ii) child, including step-child and adopted child
 - 1) who is under nineteen (19) years of age and dependent upon him/her for support; or
 - 2) being under twenty-one (21) years of age and dependent upon him/her by reason of full-time attendance at an educational institution; or
 - 3) who is wholly dependent upon him/her for support by reason of mental or physical infirmity;
- (l) “Employee” means a member of the bargaining unit.
- (m) “Employer” means the Hay River Housing Authority.
- (n) “Fiscal Year” means the period of time from April 1, in one year to March 31, in the following year.
- (o) “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

- (p) "Holiday" means the twenty-four (24) hour period commencing at 00:00 A.M. of a day designated as a paid holiday in this Agreement.
- (q) "Lay-Off" means an Employee whose employment has been terminated because of lack of work or lack of funds.
- (r) "Leave of Absence" means absence from duty with the Employer's permission.
- (s) "Manager" means the Housing Manager.
- (t) "Membership Fees" means the fees established pursuant to the By-Laws of the Union as the fees payable by the members of the Bargaining Unit, and shall not include any initiation fee, insurance premium, or any other levy.
- (u) "Overtime" means work performed by an Employee in excess of or outside of his regularly scheduled hours of work.
- (v) "Probation" means a period of one (1) year from the day upon which an Employee is first appointed or a period of six months after an Employee has been transferred or promoted from within. If an Employee does not successfully complete his probationary period on transfer on promotion the Employer shall appoint him to a position comparable to the one from which he was transferred or promoted.
- (w) "Promotion" means the appointment of an Employee to a new position, the maximum rate of pay of which exceeds that of his former position.
- (x) "Rates of Pay" means the rates as established in Appendix A.
- (y) "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.
- (z) "Seniority" means length of service with the Employer.
- (aa) "Transfer" means the appointment of an Employee to another position, that does not constitute a promotion or demotion.
- (bb) "Week" for the purposes of this Agreement shall be deemed to commence at 00:00 A.M. on Monday and terminate at midnight on Sunday.
- (cc) "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 female 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 in accordance with the certificate issued by the Canada Labour Relations Board.

Article 4

APPLICATION

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

Article 5

HUMAN RIGHTS

- 5.01 The Employer and the Union agree that there shall be no discrimination, interference, restrictions or coercion exercised or practiced with respect to any Employee by 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, a conviction for which a pardon has been granted, union membership or activity, or for exercising their rights under this Agreement.

- 5.02 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 physical or mental disability arising as a result of his employment with the Employer.
- 5.03 The Employer, the employees and the Union recognize the right of all persons employed by the Employer to work in an environment free from unwanted personal harassment. sexual harassment, abuse of authority or workplace violence and agree that any of the aforementioned actions will not be tolerated in the workplace.
- 5.04 It is further recognized that employees, while in the workplace or performing their duties may be at risk of physical violence or verbal abuse from clients or the public.
- (a) Where such risk exists, the Employer and the Union shall meet to determine appropriate responses In addition the Employer shall:
- (i) provide nonviolent crisis intervention training;
 - (ii) clearly inform employees of the potential for physical violence or verbal abuse from a client, or a member of the public.
 - (iii) make available immediate defusing, critical incident stress debriefing and/or post-traumatic counseling to employees who have suffered as a result of workplace violence.
- 5.05 Cases of proven unwanted personal harassment sexual harassment or abuse of authority by his/her Employer or by a person employed by the Employer is considered a disciplinary infraction and may result in disciplinary action up to and including dismissal

Freedom from Personal Harassment

- 5.06 "Personal harassment" means any improper behaviour by a person employed by the Employer that is directed at and offensive to another person employed by the Employer which the first person knew or ought reasonably to have known would be unwelcome. Personal harassment comprises objectionable conduct, comment, act or display that demeans, belittles or causes personal humiliation or embarrassment to the recipient.

Freedom from Sexual Harassment

- 5.07 'Sexual harassment' means any conduct, comment, gesture or contact of a sexual nature:
- (a) that is likely to cause offence or humiliation to any employee;

- (b) that might, on reasonable grounds, be perceived by that placing a condition of a sexual nature on employment or on any opportunity for training or promotion.
- 5.08 Every employee is entitled to employment free of sexual harassment.
- 5.09 The Employer, the employees and the Union will make every reasonable effort to ensure that no employee is subjected to sexual harassment.
- 5.10 Complaints of sexual harassment shall be brought to the attention of the Manager, or if the complaint is about the Manager, to the Chairperson. An employee may be assisted by the Union in making a complaint.
- 5.11 The Employer will not disclose the name of the complainant or the circumstances related to the complaint to any person except where disclosure is necessary for the purposes of investigating the complaint or taking disciplinary measures in relation thereto.
- 5.12 The Employer shall issue a policy concerning sexual harassment which substantially conforms to the provisions of this Article. The Employer shall post a copy of this policy at all of its worksites.
- 5.13 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
- 5.14 An alleged offender shall be given notice of the substance of a complaint under this Article and shall be given notice of and be entitled to attend, participate in, and be represented at any grievance hearing or any adjudication under this Agreement.

Freedom from Workplace Violence

- 5.15 "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 behaviours of a physical or emotional nature.
- 5.16 Every employee is entitled to a workplace free from workplace violence.
- 5.17 The Employer, the employees and the Union will make every reasonable effort to ensure that no employee is subjected to workplace violence.

- 5.18 Complaints of workplace violence shall be brought to the attention of the Manager, or if the complaint is about the Manager, to the Chairperson. An employee may be assisted by the Union in making a complaint.
- 5.19 The Employer shall issue a policy concerning workplace violence which substantially conforms to the provisions of this Article. The Employer shall post a copy of this policy at all of its worksites.
- 5.20 Any level in this grievance procedure may be waived if a person hearing the grievance is the subject of the complaint.
- 5.21 Grievances under this Article will be handled with all possible confidentiality and dispatch by the Union and the Employer.
- 5.22 An alleged offender shall be given notice of the substance of a complaint under this Article and shall be given notice of and be entitled to attend, participate in, and be represented at any grievance hearing or any adjudication under this Agreement.

Article 6

FUTURE LEGISLATION

CONFLICT OF PROVISIONS

- 6.01 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 7

STRIKES AND LOCKOUTS

- 7.01 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 8

MANAGERIAL RESPONSABILITIES

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

8.02 Except to the extent provided in this agreement this agreement in no way restricts the employer in the management and direction of the Hay River Housing Authority.

Article 9

UNION ACCESS TO EMPLOYER PREMISES

9.01 The Employer shall permit access to its work premises of an accredited representative of the Union upon request.

Article 10

APPOINTMENT OF REPRESENTATIVES

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

Article 11

TIME-OFF FOR UNION BUSINESS

All leave contained in this Article, with the exception of Clause 11.04 and 11.05, is subject to operational requirements.

ARBITRATION HEARINGS (Disputes)

11.01 (a) The Employer will grant leave with pay to a reasonable number of Employees 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.

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 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.

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

CONTRACT NEGOTIATIONS MEETINGS

11.04 The Employer will grant leave with pay for two (2) Employees for the purpose of attending contract negotiations on behalf of the Union to a maximum of 40 hours, including off duty hours, per employee at a straight time rate.

MEETINGS BETWEEN EMPLOYEE ORGANIZATIONS AND MANAGEMENT

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

EMPLOYEE ORGANIZATION EXECUTIVE COUNCIL MEETINGS, CONGRESS AND CONVENTIONS

11.06 The Employer will grant reasonable leave without pay to a maximum of one (1) Employees to attend executive council meetings and conventions of the Alliance, the Union of Northern Workers, the Canadian Labour Congress and the N.W.T. Federation of Labour.

REPRESENTATIVES TRAINING COURSE

11.07 The Employer may grant reasonable leave without pay to a maximum of two (2) Employees who have been appointed as Representatives on behalf of the Union to undertake training related to the duties of a representative.

Article 12

CHECK OFF

12.01 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.

12.02 The Union shall inform the Employer in writing of the authorized deduction to be checked off 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 From the date of signing and for the duration of this Agreement no other 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 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.
- 12.07 The Employer agrees to identify annually on each Employee's T-4 slip the total amount of Membership Fees deducted for the preceding year.

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, address, job classification, employee status 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 Seniority is defined as the length of service with the Employer, and shall be applied on a bargaining unit wide basis.
- 14.02 A newly hired Employee shall be on probation for a period of twelve (12) months. During the probationary period, the Employee shall be entitled to all rights and benefits of this Agreement with the exception of the right to grieve a rejection on the basis of unsuitability. An employee who has been transferred or promoted shall be on probation for a period of six (6) months.
- 14.03 The Employer shall maintain a seniority list showing the date upon which each Employee's service commenced. The seniority list shall be kept up-to-date, a copy of which shall be posted on the bulletin board, and shall be sent to the union every six months.
- 14.04 Seniority will be lost when an employee
- (a) voluntarily quits his employment with the employer.
 - (b) is discharged for cause and is not reinstated pursuant to the Collective Agreement.
 - (c) has been laid off for a period of nine months or longer.

Article 15

PROVISION OF BULLETIN BOARD SPACE AND OTHER FACILITIES

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

Article 16

DESIGNATED PAID HOLIDAYS

- 16.01 The following days are designated paid holidays for Employees covered by this Collective Agreement:
- (a) New Year's Day;
 - (b) Good Friday;
 - (c) Easter Monday;
 - (d) Victoria Day;

- (e) Aboriginal Day;
- (f) Canada Day;
- (g) Civic Holiday, The first Monday in August;
- (h) Labour Day;
- (i) Thanksgiving Day;
- (j) Remembrance Day;
- (k) Christmas Day;
- (l) Boxing Day;

16.02 Clause 16.01 does not apply to an Employee who is absent without cause on either the working day immediately preceding or 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 day designated as a holiday under Clause 16.01 coincides with an Employee's day of rest, the 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 as a 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 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 holiday was moved, shall be considered as work performed on a 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 holiday:

- (a) one and one-half (1 ½) 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 The Employer shall grant time off in lieu of overtime pay. (Compensatory leave)
- 16.07 Where a day that is a designated holiday for an Employee falls within a period of leave with pay, the holiday shall not count as a day of leave.
- 16.08 An employee who is not required to work on a general holiday shall not be required to work on another day that would otherwise be a non-working day in the week in which that holiday occurs, unless he is paid at a rate at least equal to double his regular rate of wages for the time worked by him on that day.

Article 17

LEAVE – GENERAL

- 17.01 (a) When the employment of an Employee who has been granted more vacation, sick leave or compassionate 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 compassionate 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 the Bargaining Unit in writing of the balance of his sick and vacation leave credits as of the 31st day of March.
- 17.03 An Employee shall provide one (1) week advance notice except in extenuating circumstances for leave of five (5) working days or more. The employer shall respond to any request for leave as soon as possible.

Article 18

VACATION LEAVE

ACCUMULATION OF VACATION LEAVE

- 18.01 For each month of a fiscal year in which an Employee receives ten (10) days pay, he/she shall earn Vacation Leave at the following rates:
- (a) one decimal five (1.5) days each month until the month in which the anniversary of the second (2nd) year of continuous service is completed.

- (b) two (2) 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.
- (c) two decimal two five (2.25) days each month commencing in the month after completion of seven (7) years of continuous employment.
- (d) two decimal five (2.5) days each month commencing in the month after completion of fifteen (15) years of continuous employment.
- (e) three (3) days each month commencing in the month after completion of twenty (20) years of continuous employment.

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, except in an emergency;
 - (iii) grant the Employee his vacation leave during the fiscal year in which it is earned at a time specified by him;
 - (iv)
 - 1) 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
 - 2) the guiding principle will be if two applications are receive for the same time seniority will apply.
 - (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 shall reply to the request for vacation leave submitted by the Employee within a reasonable period of time.

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

- (a) is granted compassionate leave, when there is a death in his immediate family as defined in Article 19; or
- (b) is granted sick leave on production of a medical certificate; or
- (c) is granted compassionate leave, because of an illness in the immediate family as defined in Article 19.

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 leave credits earned in one (1) fiscal year. Vacation leave credits exceeding this amount will be liquidated in cash.

RECALL FROM VACATION LEAVE

18.05 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.

LEAVE WHEN EMPLOYMENT TERMINATES

18.06 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.

- 18.07 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 18.06 within a period of six (6) months of the said abandonment.

VACATION TRAVEL ASSISTANCE

- 18.08 (a) All Employees, spouses and dependant children other than casual employees shall be paid cash equivalent to the economy rate airfare for a return trip to Edmonton from Hay River, ten (10) days prior to Christmas providing they have worked at least six months prior to ten (10) days before Christmas.
- (b) In the event that a dependant child or children of an employee are eligible to receive this benefit from another source the Employer will pay a maximum of fifty percent (50%) of this benefit.

TRAVEL TIME

- 18.09 Every employee who is proceeding on vacation leave shall be granted, in each fiscal year, in addition to his vacation leave, travel time with pay for the time required for the return journey between his normal place of work and his destination. The amount of travel time to which an employee is entitled is determined in the following manner:
- (a) Where the employee travels by air, his travel leave shall be at least one-half (1/2) 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.
- (b) Where the employee travels by automobile or train, his travel leave shall be a maximum of one (1) day each way upon the submission of a receipt.
- 18.10 Employees will receive additional winter bonus days at a rate of one day for each 5 days of regular annual leave used between October 31 and March 31 of each year up to a maximum of 4 bonus days.

Article 19

PERSONAL LEAVE

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

- (a) The Employer shall grant personal 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 child birth) and the employee is required to care for his dependents or for the sick person to a maximum of 2 days.
- (b) The Employer may grant personal leave with pay for a period of up to five (5) consecutive working days:
 - (i) when an employee is to be married; or
 - (ii) where a member of the immediate family residing outside the employee's community of residence becomes seriously ill.
- (c) The Employer may grant other personal leave for special or unusual circumstances.

CASUAL LEAVE

- 19.02 (a) All Employees may be granted casual time off with pay for the following purposes;
- (i) For the Employee to attend to an appointment with a Doctor, Dentist, Lawyer, bank official, or School Authority during working hours.
 - (ii) For the Employee to participate in voluntary services for a Community cause.
 - (iii) For other purposes of a special or unusual nature.
- (b) Employees shall be granted casual leave with pay to a maximum of one-half ($\frac{1}{2}$) day per occurrence where the Employees physician requires him to attend regular or recurring medical treatments and checkups.
- 19.03 An employee shall be granted compassionate 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 compassionate leave with pay up to a maximum of one (1) working day on the occasion of the adoption of a child.

Article 20

COMPASSIONATE CARE LEAVE

- 20.01 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.
- 20.02 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.
- 20.03 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.
- 20.04 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.
- 20.05 An employee who intends to request compassionate care leave shall make every effort to provide reasonable notice to the Employer.

Requests for Leave

- 20.06 Appropriate leave application forms must be completed and forwarded to the employee's immediate supervisor.

Benefits During Leave

- 20.07 Employees returning to work from compassionate care leave retain any service credits accumulated prior to taking leave.
- 20.08 Leave granted under this Clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay.
- 20.09 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 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 in within one hour of his normal working hours.
- 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 fifteen (15) days which shall be charged against future credits as earned. If the Employee dies or is laid off before authorized unearned sick leave has been liquidated, no recovery shall be made from the Employee or his estate.
- 21.05 An employee may be required at the discretion of the Employer to provide a Doctors 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 The Employer shall pay the cost of the airfare in the case of a Dental Surgery referral and or medical referral, if coverage is not provided by another source. Where coverage is provided elsewhere and a deductible is payable, the employer shall reimburse the employee or the employee's dependant for the cost of the deductible.

TRAVEL TIME

- 21.08 Every employee who is proceeding to a medical centre under the provisions of Clause 21.07 shall be granted leave of absence with pay

which is 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 the point of departure and return.

Article 22

OTHER TYPES OF LEAVE

COURT LEAVE

22.01 Leave of absence with pay, or the Employer will top up to present pay levels if receiving or eligible to receive an allowance, 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, provided the employee is not party to the action:
 - (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 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;

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 were determined by the Workers' 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' wilful misconduct; or
- (ii) sickness resulting from the nature of his employment;
- (iii) or 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 An employee who becomes pregnant shall be granted seventeen (17) consecutive weeks maternity leave without pay commencing at any time during the seventeen (17) week period immediately preceding the expected date of delivery, provided that the employee gives the Employer written notice at least four (4) weeks before the day on which the employee expects to commence her leave. At the employee's request the Employer shall give her, within one week of her request, a clear understandable information package about maternity leave requirements and benefits.

22.03.1 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 seventeen (17) weeks after the date of the termination of her pregnancy;
- (b) grant maternity leave without pay to an employee to commence earlier than seventeen (17) 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.

22.03.2 Leave granted under this Article shall be counted for the calculation of "continuous employment" and "continuous service".

Maternity-related Reassignment or Leave

22.03.3 Where a pregnant or nursing employee produces a statement from her physician that her working conditions may be detrimental to her health, that of her fetus or her nursing child, the Employer shall either change such working conditions or temporarily transfer the employee to another position with equal pay or allow the employee to take leave of absence without pay for the duration of her pregnancy.

Maternity Leave Allowance

- 22.03.4 After completion of six (6) months continuous employment, an employee who provides the Employer with proof that she has applied for and is in receipt of employment insurance benefits pursuant to Section 22, Employment Insurance Act, shall be paid a maternity leave allowance.
- 22.03.5 A recipient under Article ml.04 shall sign an agreement with the Employer providing:
- (a) that she will return to work and remain in the Employer's employ for a period of at least six (6) months after her return to work;
 - (b) that she will return to work on the date of the expiry of her maternity leave, unless this date is modified with the Employer's consent.
- 22.03.6 Should the employee fail to return to work, except by reason of death, disability or lay-off, as per the provision of Article ml.05, the employee recognizes that she is indebted to the Employer for the amount received as maternity leave allowance. Should the employee not return for the full six months, the employee's indebtedness shall be reduced on a prorated basis according to the number of months for which she received pay.
- 22.03.7 No employee shall be laid off, transferred or relocated while on, or within six (6) months of her return, from maternity leave without the consent of the employee, the Employer and the Union.
- 22.03.8 In respect of the period of maternity leave, payments of maternity leave allowance will consist of the following:
- (a) For the first two (2) weeks, payments equivalent to ninety-three percent (93%) of her weekly rate of pay. For up to a maximum of an additional fifteen (15) weeks, payments equivalent to the difference between the employment insurance benefits she is eligible to receive and ninety-three percent (93%) of her weekly rate of pay;
 - (b)
 - (i) for a full-time employee the weekly rate of pay referred to in Article ml.08(a) shall be the weekly rate of pay for her classification and position on the day immediately preceding the commencement of the maternity leave.
 - (ii) for a part-time employee the weekly rate of pay referred to in Article ml.08(a) shall be the prorated weekly rate of pay for her classification and position averaged over the six month

period of continuous employment immediately preceding the commencement of the maternity leave.

- (c) Employees have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan.
- (d) Where an employee becomes eligible for a pay increment or an economic adjustment with respect to any period in which the employee was in receipt of payments under Article ml.08(a), the payments shall be adjusted accordingly.
- (e) Maternity leave allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

Other Benefits During Leave

- 22.03.9 An employee returning to work from maternity leave retains her service credits accumulated prior to taking leave.
- 22.03.10 If an employee elects to maintain coverage for medical, group life and other benefits, the employee will pay their portions of these premiums. The Employer will recover monies paid on behalf of the employee share of premiums on a monthly basis.
- 22.03.11 Illness arising due to pregnancy during employment and prior to this leave of absence may be charged to normal sick leave credits.

Parental Leave

- 22.04 Where the employee has provided written notice to the Employer at least four (4) weeks in advance, the employee shall be granted parental leave without pay of thirty seven (37) consecutive weeks to care for the employee's newborn child or a child who the employee has recently adopted. Parental leave must be taken within the period commencing on the day of the birth of the employee's child or the day on which the employee's adopted child arrives at the employee's home, as the case may be, and ending one year after that day. An employee shall continue to accumulate seniority while on parental leave.

Combined Maternity and Parental Leave

- 22.05 Where an employee takes parental leave in addition to maternity leave, the employee must commence parental leave immediately upon the expiry of maternity leave.

Maximum period of Maternity and Parental Leave

- 22.06 The maximum period of maternity and parental leave which may be taken is fifty two (52) weeks.
- 22.07 Leave without pay may be granted for the following areas:
- (a) childcare
 - (b) emergency care
 - (c) relocation of spouse up to twelve months.

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,
 - (b) Maintenance staff - 8:00 a.m. to 5:00 p.m., exclusive of a one (1) hour meal period.
- 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. 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.
- 23.03 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.
- 23.04 The Employer may vary hours of work within a two (2) hour period providing sufficient notice is given, and it does not result in a reduction of hours of work.

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 25.02 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 (1½X) 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 An employee shall be granted 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.

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 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) Only time off in lieu will be granted for overtime.

ACTING PAY

25.04 (a) When the 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 they had been appointed to the higher classification level in which they have been requested to act.

(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 (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.

Article 26

REPORTING PAY

- 26.01 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 two (2) hours pay at the straight time rate.

Article 27

CALL-BACK PAY

- 27.01 (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.
- (iii) Call-back pay will only be paid once during a four hour period.
- (b) The Employer shall grant time off in lieu of overtime pay.
(Compensatory leave)
- 27.02 (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.

Article 28

TECHNOLOGICAL CHANGE

- 28.01 (a) Both parties recognize the overall advantages of technological change. Both parties will therefore encourage and promote technological change and improvements.
- (b) In cases where Employees may require retraining the Employer will make every reasonable effort to offer training courses.
- (c) The employer will give at least one hundred and twenty days notice of technological change

Article 29

PAY FOR TRAVEL ON BEHALF OF EMPLOYER

- 29.01 Where an Employee is required to travel on behalf of the Employer, appropriate arrangements will be made between the Employer and the employee.

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) 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.
- 30.02 Before an Employee is laid off:
 - (a) he shall be given four (4) months notice in writing of the effective date of his lay-off or pay in lieu thereof;
- 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 Recall from a layoff will be made on the basis of seniority within each classification.

- 30.05 The Employer shall give notice of recall personally or by registered mail.
- (a) 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.
 - (b) Where notice of recall is given by registered mail, notice is deemed to be given ten (10) working days from the date of mailing.
- 30.06 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.

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) 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.
- (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 eighteen (18) months have 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 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 to deal with matters that are of a disciplinary nature, the Employee shall have the right to have a representative of the Union in attendance. The Employer must advise the Employee of his right to be accompanied by his representative.
- (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 (a) The Employer and the Union recognize that grievances may arise in each of the following circumstances:
- (i) by the interpretation or application of:

- 1) a direction or other instrument made or issued by the Employer dealing with terms or conditions of employment; or
 - 2) a provision of this Collective Agreement; and
- (ii) disciplinary action resulting in demotion, suspension, or a financial penalty;
 - (iii) dismissal; and
 - (iv) letters of discipline placed on personnel file.
- (b) The procedure for the final resolution of the grievances listed in Clause (b) 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 (Housing Manager)
 - (b) Second Level (Board of Directors)
 - (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 shall 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 shall 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. When the Employer dismisses an Employee the grievance procedures shall apply except that the grievance may be presented at the Final 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, upon receiving consent from an employee or group of employees.
- 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, then the Canada Labour Relations Board shall be asked to appoint said 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 V 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 (½) 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 V the Arbitrator may determine that the Employee has been dismissed for other than proper cause and he may:

- (a) direct the Employer to reinstate the Employee and pay to the Employee a sum equal to his wages lost by reason of his dismissal, or such less sum as in the opinion of the arbitrator is fair and reasonable; or
- (b) make such order as he considers fair and reasonable having regard to the terms of this Agreement.

34.23 The Labour/Management Committee will have four (4) working days to attempt to resolve disputes prior to referral to arbitration. No grievance shall be withdrawn without consultation with the Regional Vice-President for the Hay River Region

Article 35

NO CONTRACTING OUT

35.01 The Employer may contracting out providing that it would not result in the layoff, continuance of a layoff 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

Article 37

DUTY TRAVEL

37.01 An employee who is authorized to travel on Employer business will be reimbursed for reasonable expenses incurred. Such expenses shall be advanced to the employee prior to his leave on duty travel.

Article 38

EDUCATION LEAVE

- 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 evidence of successful completion.
- 38.02 Upon the request of the employee, the Employer may grant education leave to employees for either short term or long term courses. This leave may be either with or without pay. Each application shall be assessed and decided on by the employer on an individual basis and may be approved by the employer pending operational requirements.

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 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 willful 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 of suspension with or without pay and/or discharge an Employee for just and sufficient cause.
- 40.02 When Employees are to be suspended or discharged from duty, the Employer shall notify the Employee 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 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 and shall be advised of the meeting and their rights under this article 24 hours prior to the meeting taking place.
- 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 four (4) days of the disciplinary action.
 - (b) Failing a suitable resolution through the Labour Management Committee, in addition to the normal grievance and arbitration procedure in Article 34, the employee will, at his or her option, be entitled to a "provisional arbitration" to be held within one week of the meeting of the Labour Management Committee, or at a later date mutually agreed upon.
- 40.05 The "provisional arbitrator" will be chosen from a list, agreed upon by the parties.
- 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.
- 40.06 The "provisional arbitration" will be heard in the Town of Hay River unless in the interest of expediency a different location is mutually agreed upon.
- 40.07 An immediate verbal decision will be given by the "provisional arbitrator" following the presentation of the case. This decision will be without prejudice to the ultimate arbitration under Article 34.

- 40.08 The “provisional arbitrator” will be empowered to order that the employee be reinstated to work at his or her current level of pay and benefits or to uphold the Employer’s decision on an interim basis.
- 40.09 Should the “provisional arbitrator” decide to reinstate an employee, and the arbitrator in the ultimate arbitration hearing provided for in Article 32 decide against the employee, the employee shall not be ordered nor required to pay back any amount of money.

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.
- (a) Ability to do the job means ability to perform the normal requirements of the job following an appropriate familiarization period or following an appropriate training and trial period of one (1) months duration.
- 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 No Employee shall be transferred to another position within the bargaining unit without his consent.
- 41.05 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 the following benefits of the Municipal Employees Benefits Act:
- (a) RRSP - Seven percent (7%) contributions by the Employer, Seven percent (7%) contributions by the employee per month, to be placed in the financial institution of the employees choice.
 - (b) life insurance,
 - (c) long term disability insurance (premiums are to be shared between Employer and Employee)
 - (d) short term disability insurance (premiums are to be shared between Employer and Employee) and;
 - (e) dental care insurance.
- 42.02 The Employer agrees to pay to every employee \$200.00 per year for the purposes of purchasing prescription lenses and/or frames.

Article 43

TRADES

WORK CLOTHING AND PROTECTIVE EQUIPMENT

- 43.01 Article required by the Safety Division or the Workers' Safety and Compensation Commission will be provided by the employer.
- 43.02 The Employer will ensure that the following articles are provided in the shop for the use of Employees as required:
- (a) coveralls
 - (b) two (2) sets of winter coveralls will be provided at the shop for use on job sites only

COMPENSATION FOR TOOLS AND EQUIPMENT

- 43.03 The Employer shall provide each employee with a tool allowance of three hundred dollars (\$300.00) per year.
- 43.04 The Employer shall provide each employee with a boot allowance of two hundred dollars (\$200.00) per year. It will be mandatory for employees in receipt of this allowance to wear safety boots.

Article 44

APPRENTICES

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

- (a) The Apprentices and Tradesman 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 Apprentices and Tradesmen 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 55%

year 2 65%

year 3 75%

year 4 85%

three year training programs

year 1 60%

year 2 70%

year 3 80%

two year training programs

year 1 65%

year 2 80%

one year training programs

year 1 70%

- (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.
- (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 will 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.

45.02 All employees shall receive a Utility Allowance of \$150.00 per month.

Article 46

SEVERANCE PAY

LAY OFF

46.01 An employee who has twelve months or more of continuous employment and who is laid off is entitled to be paid Severance Pay at the time of lay-off.

46.02 In the case of an employee who is laid off following the signing of this Agreement, the amount of Severance Pay shall be one (1) weeks pay for every completed year of service. The total amount of Severance Pay which may be paid under this clause shall not exceed thirty two (32) weeks pay.

RESIGNATION

46.03 An Employee who resigns after two (2) years of continuous employment is entitled to be paid Severance Pay on resignation in accordance with the following formula:

half the number of years of service times (x) weekly rate of pay on resignation

RETIREMENT AND TERMINATION FOR HEALTH REASONS

46.04 (a) This clause shall apply to an employee:

- (i) who retires; or
 - (ii) whose employment is terminated as a result of a recommendation made to the Employer that the Employee was incapable of performing his 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 weekly rate of pay on termination of employment by half the number of completed years of his continuous employment to a maximum of thirty (30), 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), then Employee shall have the right to waive his entitlement to Severance Pay and, in lieu thereof, be granted an equivalent period of leave with pay.

Article 47

SAFETY & HEALTH

Occupational Health and Safety

47.01 (a) 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. The employer shall continue to make all reasonable provisions for the occupational safety and health of employees.

- (b) A copy of the Northwest Territories Safety Act and Regulations, and any other applicable health and safety legislation and regulations, shall be readily accessible to each employee in the workplace.
- (c) The employer will offer First Aid course to employees in order to meet and exceed the minimum requirements under the NWT Safety Act and Regulations, including refresher courses required to maintain validity of certificate. The employer will assume the costs of such courses. Employees approved to take first aid course shall be paid for the duration of the course.
- (d) When purchasing new computer equipment or other technology, the Employer shall consider factors of ergonomic design and the risk of employment injury.
- (e) Employees who have sustained injury at work during the normally scheduled hour of work and are unable to return that day due to the injury shall be paid for the straight time hours that they would have worked that day.

Right to Refuse

47.02 Right to Refuse to Work

Subject to all provisions of the Northwest Territories Safety Act and to the Safety Regulations:

- (a) an employee may refuse to do any work where he has reason to believe that:
 - (i) there exists an unusual danger to his health and safety:
 - (ii) the carrying out of the work is likely to cause to exist an unusual danger to his health or safety or that of any other person; or
 - (iii) the operation of any tool appliance machine device or thing is likely to cause to exist an unusual danger to his health or safety or that of any other person.
- (b) 'unusual danger' means, in relation to any condition:
 - (i) a danger that does not normally exist in that occupation; or

- (ii) a danger under which a person engaged in that occupation would not normally carry out his work.
- (c) No loss of wages or discriminatory action shall be taken against any employee by reason of the fact that he exercised the right conferred upon him in subsection (a).
- (d) No other employee shall be required to use or operate any machine, device, material or thing or perform any part of the work which is being investigated pending resolution of the situation.

47.03 The Right to Know

Hazard Identification

- (a) The Employer shall identify new or presently used chemicals, substances or equipment present in the work area, including hazards or suspected hazards, precautions and antidotes or procedures to be used following exposure.
- (b) The Employer will offer Workplace Hazardous Material Information Systems (WHMIS) training at the Employers expense to ensure that all employees hold a valid certificate. The Employer shall provide WHMIS training during hours.

Article 48

WAGE RATES

48.01 Wage rates shall be as according to Appendix "A" of this Agreement

Article 49

EFFECTIVE DATE

49.01 The terms and conditions of this Agreement will be effective April 1, 2009.

Article 50

RE-OPENER OF AGREEMENT AND MUTUAL DISCUSSIONS

RE-OPENER OF AGREEMENT

50.01 This Agreement may be amended by mutual consent.

MUTUAL DISCUSSIONS

- 50.02 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 51

DURATION AND RENEWAL

- 51.01 The term of this Agreement shall be from April 1, 2009 — March 31, 2013.
- 51.02 Notwithstanding Article 49.01, the provisions of this Agreement, including the provisions for the adjustment of disputes in Article 34, shall remain in effect during the negotiations for its renewal, and until either a new collective agreement becomes effective, or until the provisions of Section 89(1) of the Canada Labour Code have been met.
- 51.03 Either party to this Agreement may, within the period of four (4) months immediately preceding the date of expiration of the term of this Agreement, by written notice, require the other party to this Agreement to commence collective bargaining with a view to the conclusion, renewal or revision of this Agreement in accordance with Section 49(1) of the Canada Labour Code.
- 51.04 Where notice to bargain collectively has been given under Article 51.03, the Employer shall not alter the rates of pay or any other term or condition of employment or any right or privilege of the employees, or any right or privilege of the Union until a renewal or revision of this Agreement has been concluded, or until the provisions of Section 89(1) of the Canada Labour Code have been met, unless the Union consents to the alteration of such a term or condition or such a right or privilege.

Article 52

ULTIMATE REMOVAL ASSISTANCE

- 52.01 The employer shall pay \$1000.00 (one thousand dollars) ultimate removal to an employee who resigns or retires provided that the employee moves at least 400 km from Hay River, NT. This entitlement must be used within 1 year of completion of service with the employer.

Article 53

SOCIAL JUSTICE FUND

- 53.01 The Employer shall contribute one cent (1¢) per hour worked to the PSAC Social Solidarity Fund and such contribution will be made for all hours

worked by each employee in the bargaining unit. Contributions to the Fund will be made quarterly, in the middle of the month immediately following completion of each fiscal quarter year, and such contributions remitted to the PSAC National Office. It is clearly understood that the Fund is to be utilized strictly for the purposes specified in the PSAC Social Solidarity Fund charter, dated May, 2003.

- 53.02 Employees agree to contribute one cent (1¢) per hour worked to the PSAC Social Solidarity Fund and such contribution will be made for all hours worked. The deduction shall be made off their pay at the same time as the employers contribution is submitted.

APPENDIX "A" - RATES OF PAY

EMPLOYEE	APRIL 2009	APRIL 2010	APRIL 2011	APRIL 2012
TRO	25.88	26.92	28.13	29.40
ADMIN	23.51	24.45	25.55	26.70
HSNG SERVICEMAN	31.73	33.00	34.49	36.04
CARPENTER	31.73	33.00	34.49	36.04
FOREMAN	36.34	37.79	39.49	41.27

Signed this ____ day of _____, 2009.

On behalf of the
Hay River Housing Authority

On behalf of the
Public Service Alliance of Canada

Donna McLean
Housing Manager

Jean-Francois DesLauriers
Regional Executive Vice-President North

Allen Schofield
Chairperson

Marija Babic
PSAC Regional Representative

Jonathon Cooper, Member

Randy Lee, Member