

COLLECTIVE AGREEMENT

BETWEEN

YELLOWKNIFE EDUCATION DISTRICT NO. 1

AND

**UNITED STEELWORKERS OF AMERICA
LOCAL 8646**

2003 - 2006

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THIS AGREEMENT IS MADE THIS 30th DAY OF June, 2003 .

BETWEEN:

**YELLOWKNIFE EDUCATION DISTRICT NO.1
(HEREINAFTER CALLED THE "BOARD")**

Party of the first part

AND

**UNITED STEELWORKERS OF AMERICA, LOCAL 8646
(HEREINAFTER CALLED THE "UNION")**

Party of the second part

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ARTICLE I - PURPOSE OF THE AGREEMENT

DEFINITIONS

The term “dependent“ as used herein shall include:

1. Spouse.
2. Unmarried dependent children under age 21.
3. Unmarried children over age 21, but not yet attained age 25, and in full-time attendance at a University or similar institution of learning.
4. Unmarried dependent children over age 21 who are mentally or physically incapacitated.

NOTE: In order to qualify as dependents, children must be considered dependents for income tax (whether or not the employee claims for them) and a resident of Canada.

For the purpose of group insurance the definition of dependent shall be limited to the definitions set forth by the insurance carriers in the policies subscribed to by the district.

”Child” means any child of the employee or his/her spouse, including any step child, adopted child or foster child.

“Spouse” includes common-law spouse. A common-law spouse is a person who has resided in the employee’s household for one consecutive year and who throughout that time was publicly represented by the employee as the employee’s spouse.

Summer Students are not part of this Collective Agreement.

A “Part-time employee” shall mean an employee regularly employed by the Board who provides service for less than the regular hours of work per week as established by the Board’s policy. Part-time employees shall receive the salary and benefits stipulated in this Agreement on a prorated basis, according to the percentage of time worked.

A "Casual employee" shall mean an employee who is not regularly employed by the Board, but who provides service as required on a per-diem basis. The rate of pay as per Schedule A and Schedule B and Schedule C includes four percent (4%) vacation pay. Casual employees are not entitled to allowances and benefits.

If a casual employee is employed for six (6) consecutive months on either a full time or part-time regular schedule, he/she shall at that point be considered a probationary employee. If an employee as of the date of ratification has met the six (6) month requirement, his/her seniority will be calculated from the date six (6) months prior to ratification. Benefits will become effective the date of probationary hire.

An "Employee hired on a term contract" for less than one (1) year shall be eligible for the following provisions on a pro rata basis:

- (a) (Sick Leave) (Article 10.03)
- (b) (Group Insurance) (Article 15.01)
- (c) (Housing Allowance) (Article 24.01)
- (d) (Transportation Allowance) (Article 19.01)

1.01 The parties of this agreement agree to promote harmonious relations and to settle conditions of employment between the Board and the Union, to promote cooperation and understanding between the Board and its staff, to recognize the mutual value of joint discussions and negotiations in matters pertaining to working conditions, hours of work and wage scales, to encourage efficiency in operation, and to promote the morale and well-being, safety, health and security of all the employees in the bargaining unit of the Union.

And whereas it is now thought desirable that the methods of bargaining and all matters pertaining to working conditions of the employees be drawn up on agreement as follows:

ARTICLE 2 - MANAGEMENT

2.01 The Board shall have the right to control and supervise all operations and direct all working forces. Without limiting the generality of the foregoing, it shall be the sole and exclusive prerogative of the Board to hire, to lay off, to discharge, to terminate, suspend or discipline for just causes; to promote, to demote or transfer, and to control and promote efficiency in all operations. Provided, however, that in the exercise of the foregoing Management Rights, the Board shall not contravene the provisions of this agreement, and shall exercise the above rights in a fair and equitable manner.

ARTICLE 3 - UNION RECOGNITION

- 3.01 The Board recognizes the Union as the sole and exclusive bargaining agent for those employees in the employ of the District No. 1, save and except those to the N.W.T.T.A. and all employees excluded by law including those in a confidential capacity.
- 3.02 Should a dispute arise concerning whether a particular person comes within the bargaining unit covered by this agreement, the matter may be submitted by either party to the Canada Relations Board for decision.
- 3.03 No employee within the bargaining unit shall be laid off as a result of the Board hiring additional staff.
- 3.04 Work of the type being performed by an employee of the bargaining unit shall continue to be performed by a member of the bargaining unit, provided that the job is still necessary. The Board may contract out work if the required type of personnel are not available within the bargaining unit or by normal hiring from outside but such contracting out will not affect the jobs presently held by bargaining unit employees.

ARTICLE 4 - COMMITTEES AND REPRESENTATIVES

- 4.01 The union shall notify the Board, in writing, of the names of all local committee members and representatives when changes occur.
- 4.02 Committee members and/or representatives who are required to conduct union business during the normal hours of work shall first receive permission from their immediate supervisor.
- 4.03 Union representatives, not in the employ of the Board, who wish to speak to members of the bargaining unit, shall advise the Superintendent or the Director, Corporate Services of this intent. The Superintendent or the Director, Corporate Services may contact the employee/employees so they are able to confer privately and will not interfere with other members of staff.

ARTICLE 5 - HOURS OF WORK

5.01 Custodial Employees

The normal work week shall consist of five (5) consecutive days, eight (8) hours per day for a total of forty (40) hours per week as fixed by the Director, Facilities & Maintenance.

5.02 Administrative Employees

- (a) The normal work week for administrative employees shall consist of five (5) consecutive seven (7) hour days, Monday to Friday, for a total of thirty-five (35) hours, and each workday shall include, in addition to these hours, a one (1) hour unpaid lunch period.
- (b) The hours of work each day shall be determined by the Principal in the case of schools and by the Director, Corporate Services for all others.

- 5.03 The School Secretary's working year shall consist of those days considered 'Sessional Days" as per the school calendar plus an additional 3 (weeks), to be determined by the Principal, during the summer school holidays. Teachers' Convention and workshops shall be considered as sessional days.

Where a school secretary is hired or worked less than a full year as defined by this article, the formula for calculating a school secretary's salary entitlement for the remainder of a school year is as follows:

$$\frac{(\text{Total \# of days worked in school year})}{(\text{the \# of sessional days in the school year} + 15\text{days})} \times (\text{annual salary as per schedule A}).$$

- 5.04 An employee shall be allowed a rest period of fifteen (15) minutes in the morning and fifteen (15) minutes in the afternoon, which will be considered as time worked.
- 5.05 For work performed on Saturday and Sunday, a premium of seventy-five (75) cents per hour will apply for each hour worked by custodial employees.
- 5.06 For all hours worked after 4:00 p.m., an afternoon premium of seventy-five (75) cents per hour will apply for each hour worked by custodial employees.
- 5.07 An employee, who has been hired for a specific term to replace a regular employee who has been granted leave of absence, shall not be deemed to have seniority for the purposes of appointments and promotions under Article "9" of the Collective Agreement until such time as the employee is hired to a Non-Term position. Upon being hired to a Non-Term position previous service will be counted for seniority purposes.
- 5.08 Except as specified in 5.07 above all provisions of the Collective Agreement shall apply to term employees.

ARTICLE 6 - PAID HOLIDAYS

6.01 All employees shall have the following holidays at their regular rate of pay:

New Years Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day
Civic Holiday	Aboriginal Day

and any special day proclaimed by the Government of Canada, the Commissioner of the Northwest Territories, or the Mayor of Yellowknife.

6.02 When a paid holiday occurs on a Saturday or Sunday, the holiday shall be observed on a working day or working days continuous with the weekend. Such days shall be determined by the Board.

6.03 In order to qualify for payment for the above holidays, the employee must have worked the regular day immediately preceding and immediately following the holiday, exceptions to this being an absence due to vacation, bereavement leave, illness, jury or witness duty, approved leave of absence, and lay-off not exceeding two (2) weeks prior to the holiday.

ARTICLE 7 - UNION DUES

7.01 The Board shall deduct from the gross earnings of each employee, in each month, union dues, fees and assessments in the amount certified by the Union to the Board to be currently in effect under the Union's Constitution. Such deductions shall be remitted within fifteen (15) days to the officer designated by the Union. The monthly remittance shall be accompanied by the names of the employees and the amount deducted from each.

7.02 An employee's T-4 slip shall show the amount of annual union dues deducted.

7.03 The employer agrees to administer the dues deduction in accordance with the forms and procedures provided by the local union.

ARTICLE 8 - SENIORITY

8.01 The parties recognize that job opportunities and security shall increase in proportion to the length of service. Therefore, in cases of vacancy, promotion, transfer, training, lay-off and recall after temporary lay-off, senior employees shall be entitled to preference.

8.02 Seniority shall be established after a probationary period of sixty (60) days worked and shall count from date of employment. Periods of casual employment shall not be used in determination of seniority.

Seniority shall be maintained and accumulated during:

- (i) Absence due to lay-off, sickness or accident;
- (ii) Authorized leave of absence.

8.03 Employees who are employed on a part-time basis shall be given credit for the time worked beginning on the date of hire. Part-time employees, after having worked sixty (60) days shall have completed their probationary period. Part-time employees' merit pay increases shall be applied in the same manner as regular employees providing they have worked sufficient time and will be in accordance to Schedules "A" or "B" or "C".

8.04 An employee shall lose his seniority standing for the following reasons, when or if:

- (i) the employee terminates
- (ii) the employee is discharged for just causes
- (iii) the employee fails to return to work following an authorized leave of absence
- (iv) the employee does not return to work from lay-off within ten (10) days of being notified
- (v) the employee is on lay-off due to lack of work for a period of more than six (6) months.

8.05 A seniority list, which shall include the names of all employees within the bargaining unit, shall be placed on a Board Office bulletin board during the month

of December and June of each year. The Union shall be provided with one (1) copy.

The parties agree that the transfer of certain employees from the Government of the Northwest Territories to Yellowknife Education District No. 1, employed at Sir John Franklin School, has created a unique situation. Therefore, the parties agree as follows:

SENIORITY

- 1) There will be two (2) Seniority Lists. One for employees at Sir John Franklin School, who became employees of Yellowknife Education District No.1 as a result of the transfer, (hereafter known as Seniority List "B"), and, the existing seniority list which will remain in effect for all other employees of Yellowknife Education District No. 1, (hereafter known as Seniority List "A").
- 2) All employees who became employees of Yellowknife Education District No. 1 as a result of the transfer, will have their names placed on Seniority List "B" in accordance with their original date of hire. **Any** new or subsequent employees hired to work at Sir John Franklin School will have their names added to Seniority List "A" which includes all other existing employees of Yellowknife Education District No. 1.
- 3) In the event of a layoff, no employee will have the right to bump or replace employees who are listed on the other seniority list. Employees will only be able to exercise their seniority within their respective seniority list.
- 4) Where a vacancy occurs as a result of one of the original employees listed on Seniority List "B" vacating a job, it will be advertised in accordance with Article 9, and preference will be given to those employees listed on Seniority List "B", provided they have applied for the job in accordance with Article 9 of the Collective Agreement. In the event no employee(s) from Seniority List "B" apply for the job, it shall be awarded on the basis of **Article 9**.

- 5) When a position is created or becomes vacant outside of the jobs included in Seniority List "B", and is advertised in accordance with Article 9, employees listed on Seniority List "A" will be given preference. In the event none of the employees listed on Seniority List "A" apply for the job, then it may be awarded to employees from Seniority List "B" who have applied.

WAGES

All wages enjoyed by employees transferred from GNWT to Yellowknife Education District No. 1, which exceed that which is provided in the Collective Agreement between Yellowknife Education District No. 1 and the United Steelworkers of America, Local 8648, will be "RED-CIRCLED". Any wages which are "RED-CIRCLED" will remain so until surpassed by improvements made to the provisions of the Collective Agreement.

It is the intention of the parties that Seniority List "B" will be eliminated through attrition. At such time as there are no employees remaining on Seniority List "B", all employees will be listed on Seniority List "A" in accordance with the seniority provisions of the Collective Agreement.

Further, all new employees regardless of which Bargaining Unit Job they are hired to perform, will be placed on Seniority List "A".

- 8.06 In the event of lay-off, every employee affected shall be given either two (2) weeks notice in advance, or two (2) weeks pay in lieu of notice, at the appropriate rate of pay. The Union shall be given advance notice of pending lay-offs.
- 8.07 In the event of lay-off, employees shall be laid off in reverse order of seniority. Senior employees must have the ability and the qualifications to fill a position vacated by a junior employee.
- 8.08 The Board will provide as information to the Union copies of the job vacancies, successful applicants, a list of new permanent employees and part-time employees who have passed their probationary periods.

ARTICLE 9 - APPOINTMENTS AND PROMOTIONS

9.01 The administration will ensure that when a position within the scope of the bargaining unit is created or becomes vacant and is required to be filled it will be posted on school or central shop bulletin boards for a period of not less than one (1) week. Failure to post will result in the competition being re-posted and the deadline being extended for one (1) additional week.

9.02 Appointments and promotions shall be subject to thirty (30) days probationary period. If it is determined during the thirty (30) days probationary period that the employee concerned does not wish to do the job or does not have the ability to do the job which the employee has been promoted to, the employee shall be reinstated to the job that the employee held immediately prior to the time of promotion.

9.03 Job Training

The Education District shall do what is reasonably practical to increase the knowledge, training and skill of the employees, having due regard for their seniority, to enable them to apply for vacancies in higher or different job classification.

9.04 An employee who is temporarily assigned to work in an occupational classification carrying a higher rate of pay than the occupational classification which the employee normally performs, they will be paid at the higher rate of pay for the time worked at the higher-rated classification.

ARTICLE 10 - LEAVE OF ABSENCE

10.01 Personal Leave

- A. An employee shall be allowed up to fifteen (15) working days leave of absence without pay for personal reasons if:
- (1) the employee requests it in writing from the Board at least five (5) working days prior to the commencement of such leave, and
 - (2) the leave is for good reasons and does not interfere unduly with the operations of the Education District.

In unexpected situations, leave may be granted through verbal notification from the Superintendent or the Director, Corporate Services.

- B. Employees may apply for a one (1) year leave of absence without pay, subject to the following conditions:
- (1) 120 days notice;
 - (2) a maximum of two (2) employees off at any one time: One (1) maintenance or custodial employee and one (1) secretarial employee;
 - (3) The replacement employee to be determined by the employer and no bumping will be permitted.

10.02 Special Leave

In the event of illness to a dependent of an employee when medical or dental service is required and the presence of the employee is required, the employee shall be granted leave with salary and benefits up to and including four (4) days per year. A certificate from a qualified medical or dental practitioner may be required.

An additional five (5) days per year may be used from sick leave entitlements, in accordance with the requirements of this clause to allow the immediate or

emergency care of a dependent, or to provide time for the employee to make alternate care arrangements.

10.03 Sick Leave

- (a) Sick leave is provided for the sole purpose of ensuring a continuous income to an employee during period of illness.
- (b) Sick leave credits, which will provide leave of absence with pay shall be accumulated at the rate of two (2) days for each month of service. Employees who work less than 100% shall earn sick leave pro-rated on their % of time.
- (c) Employees shall be entitled to accrue all sick leave earned up to a maximum of one hundred and twenty (120) days for future benefits. Employees shall be entitled to 50% of accumulated sick leave credits on death or retirement.
- d) The Board may require an employee, who claims that they have been absent because of sickness, to furnish a certificate from a duly qualified medical practitioner, certifying that said employee was unable to perform duties due to illness, after three (3) or more consecutive days.
- e) An employee shall be eligible for sick leave from the onset of illness or disability to the extent of sick leave credited to that employee but not beyond the date of eligibility for benefits under the Long-Term Disability Plan.
- f) When an employee is eligible for long-term disability benefits, no further sick leave credits shall be earned. However, accumulated sick leave credits shall be retained.

10.04 Compassionate Leave

- (a) Leave necessitated by the critical illness or death of spouse, common law spouse, child, parent, brother, sister, parent of spouse, shall be granted with full salary and benefits by the Board as follows:
- (i) up to and including seven (7) days for critical illness
 - (ii) up to and including twelve (12) days in case of combined illness and death.
 - (iii) up to and including four (**4**) unpaid days for the purpose of travel in the event of critical illness or death which will take an employee out of Yellowknife.
- (b) Before payment is made for leave under Article 10.04 (a) of this section, the Board may require a medical certificate stating the reason for the absence.
- (c) Leave up to and including five (5) days necessitated by the death of grandparent, grandchild, brother-in-law, sister-in-law, shall be granted by the Board. Leave granted under this section shall be at full salary and benefits.

10.05 **Union Business**

An employee who has been elected by the Union to attend Union Conventions, Union School or other business of the Union shall be granted leave of absence with pay for this purpose. The Board will invoice the Union in accordance with current practice for the daily cost of salary, benefits and allowances during the union business leave. The Union will inform the Board of the name/names of the employee and the days the employee/employees shall be absent. Such leave shall not exceed a maximum of twenty (20) working days in any one calendar year for all employees elected by the union. Union leaves may be denied in case of emergency. The Union agrees that no more than two (2) employees be absent at any one time.

10.06 Jury Duty

The Board shall pay an employee who is required to serve as a juror, or attend as a court witness, at any case other than his own, the difference between his normal earnings and the pay he receives for jury duty or as a court witness. The employee shall present proof of service and the amount of remuneration received.

10.07 Maternity Leave

- (a) A female employee shall be granted leave without pay or benefits consisting of a period not exceeding seventeen (17) weeks upon making application in writing, to the Board for leave under this subsection at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave and, providing the Board with a certificate from a qualified medical practitioner certifying that she is pregnant and specifying the estimated date of confinement.
- (b) The leave of absence without pay or benefits shall consist of seventeen (17) weeks, if confinement occurs on or before the date specified on the certificate, or the aggregate of seventeen (17) weeks and an additional period equal to the date specified in the medical certificate and the actual date of confinement if confinement occurs after the date specified in the medical certificate.
- (c) Maternity leave shall begin no earlier than eleven (11) weeks preceding the date specified in the medical certificate and end no later than seventeen (17) weeks following the actual date of confinement.
- (d) An employee shall not resume her employment with the Board until six (6) weeks after her date of confinement unless she provides the Board with a certificate from a qualified medical practitioner certifying that she is able to resume her employment.

- (e) An employee who resumes her employment on the expiration of leave granted to her in accordance with this section shall be reinstated by the Board in the position occupied by her at the time such leave commenced or in a comparable position with no less than the same wage and benefits and her employment after termination of such leave shall be deemed to be continuous with employment before commencement of such leave.
- (f) The Board may grant maternity leave to any female employee to commence earlier than eleven (11) weeks before expected termination of her pregnancy and may grant maternity leave to a female employee in excess of seventeen (17) weeks limit provided in this section.

10.08 Maternity Leave Top-Up Plan

After completion of ten (10) 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 18, Employment Insurance Act shall be paid a maternity leave allowance in accordance with the following Maternity Leave Top-Up Plan.

- A) In respect of the period of maternity leave, payments made according to the Maternity Leave Top-Up Plan will consist of the following:
 - 1) A total of seventeen (17) weeks of payments which will top up her employment insurance benefits to 85% of her weekly rate of basic pay.
 - 2) Benefits and allowances will be paid out for a period of seventeen (17) consecutive weeks from the date of confinement.
- B) Except where personal health problems or relocation away from Yellowknife prohibit a return to work, failure of the employee to return to duty for a period of six (6) months, upon the expiry of such approved leave, will render the employee responsible for reimbursing the Board for any maternity leave allowance paid.
- C) (for secretarial staff) Maternity Leave Top-Up Plan shall not be paid during

the summer break. The summer break shall not be considered as part of the total of seventeen (17) weeks for which the top up plan is paid.

10.09 Leave for Other Reasons

Any leave requested by an employee not falling under this section shall be considered by the Board.

10.10 Parental Leave

Employees shall be entitled to up to thirty-five (35) weeks of unpaid parental leave as provided through legislation. No benefits or allowances will be paid during unpaid leave.

10.11 An employee may make arrangements with the Board for provision of benefits (where carrier permits) during leave that would normally be granted without salary and benefits. The employee shall pay the Board the costs of these benefits.

ARTICLE 11 - VACATION WITH PAY

11.01 (a) Employees, other than school secretaries, earn annual vacation days from date of hire according to the following schedule, travel days inclusive:

0 - 1 year - time is prorated to length of service

1 year but less than 5 years - 24 days per year

5 years and over - 29 days per year

(b) Shall be further lengthened by one (1) work day where a paid holiday occurs during that period of a vacation.

(c) The annual vacation for school secretaries cannot take place in what is deemed the secretary's working year, as defined in Article 5.03, except for one (1) week for those secretaries with five (5) or more years of service.

11.02 Each employee shall submit their preferred vacation dates to the Board or the Board's representatives for approval, not less than thirty (30) days prior to the

commencement of the vacation. The Board or the Board's representatives will notify employees within two (2) weeks as to whether or not their preferred vacation time has been approved. Senior employees shall be given preference in scheduling vacations.

There shall be no right to accumulate vacations from year to year. All vacation must be taken within one (1) year after an employee becomes eligible for such annual vacation.

11.03 Vacation wages shall be paid at the standard rate of pay that the employee would earn in their regular job.

11.04 Effective December 2003, every employee with one (1) or more years of service shall receive a travel assistance supplement of \$500.00 payable by December 15th in that year. This supplement shall be pro-rated according to FTE.

ARTICLE 12 - GRIEVANCE PROCEDURE

12.01 The Board acknowledges the right of the Union to appoint or otherwise select a Grievance Committee of three (3) members, who shall be employees of the Board. The personnel of such Committee shall be communicated to the Board.

12.02 Should a dispute arise between the Board and any employee(s) regarding the interpretation, meaning, operation, or application of this Agreement, an earnest effort shall be made to settle the dispute in the following manner:

Step 1 Any employee accompanied by their steward or a member of the Grievance Committee may, provided it is done within the first fourteen (14) days worked by such an employee immediately following the occurrences of the circumstances giving rise to the Grievance, attempt to settle the dispute with the employee's immediate supervisor.

Step 2 Failing satisfactory settlement within five (5) days worked, after the dispute was submitted under Step 1, the employee(s) concerned, together with the Grievance Committee, and a representative of the

Union, will submit to the Director, Corporate Services a written statement of the particulars of the complaint and the redress sought. The Director, Corporate Services shall declare a position and render decision within ten (10) working days after receipt of such notice.

Step 3 Failing agreement being reached in Step 2, application shall be made to the Board of Education in writing through the Secretary-Treasurer stating the grievance concerned and a hearing shall be granted to the grievance committee and the union representative not later than 10 days following receipt of the application.

Step 4 Failing satisfactory settlement within five (5) working days after the dispute was first discussed with the Board, the union may advance the grievance to arbitration provided they notify the employer in writing thirty (30) calendar days from the employers Step 3 response.

12.03 Where a dispute between the Parties involving a question, application, interpretation, suspension or discharge occurs, such grievances are to be signed by two (2) unit officers or grievance committee members and shall be submitted at Step 2 of the grievance procedure.

12.04 Replies to grievances shall be in writing at all stages.

12.05 Grievances settled satisfactorily within the time allowed shall date from the time of the incident.

12.06 Employees who have not completed their probationary period shall not be eligible for redress through the grievance procedure in the event of discharge.

12.07 The Board will supply the necessary accommodation for the grievance meetings.

12.08 Should the employer or the union fail to state its answer or decision on a grievance at any stage within the time limits set out in this Article, or otherwise agreed upon, then the grievance shall be awarded to the other party.

ARTICLE 13 - ARBITRATION

13.01 Selection of Arbitrator

When either party requests that a grievance be submitted to arbitration the request shall be made in writing, and served upon the other party to the Agreement. The matter shall be referred to arbitration within fourteen (14) days. Arbitrators shall be appointed in rotation from a list jointly developed by the union and the employer.

13.02 Arbitration Procedure

The Arbitrator may determine procedure, but shall give full opportunity to all parties to present evidence and make representations.

The arbitrator shall hear and determine the difference or allegation and render a decision.

13.03 Decision of the Arbitrator

The decision of the Arbitrator shall be final and binding to both parties, but in no event shall the Arbitrator have the power to alter, modify, or amend this Agreement in any respect.

13.04 Expenses of the Arbitrator

Each party shall pay (I) one-half the fees and expenses of the arbitrator, and (ii) one-half the rental fees of a place to meet.

13.05 Amending of Time Limits

The time limit in both the grievance and arbitration procedure may be extended by consent of the parties of this agreement.

13.06 Witnesses

At any stage of the grievance or arbitration procedure the parties may have the assistance of the employee(s) concerned as witnesses, or other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the arbitrator to have access to any part of the Board's premises in order to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 14 - SEVERANCE PAY

14.01 Lay-off

- (a) An employee who has one (1) year or more of continuous employment and who is laid off is entitled to be paid severance pay at the time of lay-off.
- (b) In the case of an employee who is laid off for the first time following the signing of this agreement, the amount of severance pay shall be two (2) weeks pay for the first complete year of continuous employment; two (2) weeks pay for the second complete year of continuous employment; and one (1) weeks pay for each succeeding complete year of continuous employment. The total amount of severance pay which may be paid under this Clause shall not exceed twenty-six (26) weeks pay.

14.02 Resignation

An employee who resigns after four **(4)** years of continuous service with the Board is entitled to be paid severance pay on resignation in accordance with the following formula:

Number of years of service x weekly rate of pay on resignation divided by two (2), to a maximum of nine **(9)** weeks pay.

Years of service with the Board of Secondary Education for Sir John Franklin High School employees will be deducted from the years of continuous service for the purposes of this calculation. (Termination

benefits from the Government of the Northwest Territories have been paid to these employees for these years.)

14.03 Retirement and Termination for Health Reasons

- (a) This Clause shall apply to employees:
 - (i) who are retired from employment by the Board, or
 - (ii) whose employment is terminated as a result of recommendations made that the employee was incapable of performing their 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 the employees weekly rate of pay on termination of employment by the number of completed years of their continuous employment, to a maximum of eighteen (**18**) weeks less any period in respect of which the employee was granted severance pay, retiring leave, or a cash gratuity in lieu of retiring leave by the Board.

14.04 Death

If an employee dies, there shall be paid to their estate an amount equal to the product obtained by multiplying the employees weekly rate of pay immediately prior to death, by the number of completed years of service with the Board to a maximum of twelve (12) weeks regardless of any other benefit payable.

ARTICLE 15 - HEALTH AND INSURANCE

15.01 The Board shall make available and pay 100% of premiums for Long Term Disability Insurance, Life Insurance, Accidental Death and Dismemberment Insurance, Dental Insurance and Extended Health Care coverage. The insurance plans shall be administered in accordance with the policy with the insurance carrier.

- Life and AD. & D. Insurance - 2 times annual salary to a maximum of \$300,000
- L.T.D.I. - 75% of basic monthly earnings to a maximum of \$6,000 per month
- Dental - based on the N.W.T. fee schedule:
- Routine 100% reimbursement to a maximum of \$1,500 per person, per covered employee, per calendar year
- Major 50% reimbursement to a maximum of \$1,500 per person, per covered employee, per calendar year
- A) Orthodontic 50% reimbursement to a lifetime maximum of \$1,600 per person, per insured employee.
- B) Extended Health Care (carrier to be decided)
- C) Pay Direct Drug Card for generic brand drugs and a \$5.00 dispensing fee cap.

15.02 Participation in the plans covered in *Article 15.01* shall be a condition of employment for all employees covered by this Agreement.

15.03 When employees receive disability benefits under the plans in Article 15.01, no further salary, benefits or allowances shall be paid by the Board for the period of disability as per Article 10.03(e).

15.04 It is understood that payments made toward the aforementioned benefit plan shall permit the Board to retain and not pass on to employees any rebates of premiums otherwise required under the Employment Insurance Commission Regulations.

15.05 The Board shall continue to provide a voluntary pension plan under the terms and conditions of the present plan.

ARTICLE 16 - NO DISCRIMINATION

16.01 The Board and the Union agree that there shall be no discrimination against any employee because of race, creed, colour, age, sex, marital status, nationality, ancestry, place of origin, union membership or union activity.

ARTICLE 17 - SAFETY AND HEALTH

17.01 In an effort to maintain a high standard of safety and health, the Union may form a Safety and Health Committee who can meet with the Board from time to time to discuss matters of safety and health.

17.02 The Board shall provide an annual clothing allowance of \$200 to maintenance employees (Operating Tradesman I and II) to be pro-rated to FTE and paid on January 15th of each year.

ARTICLE 18 - TRANSPORTATION DURING WORKING HOURS

18.01 The Board shall provide transportation for an employee who is transferring from one job location to another providing such transfer does not occur at the beginning of a work day.

18.02 Where an employee is required to use their personal vehicle for work related purposes, the employee will be reimbursed in accordance with the employers private car kilometre rates.

ARTICLE 19 - TRANSPORTATION

19.01 Employees shall be entitled annually to full fare return air passenger transportation between Yellowknife and Edmonton.

Employees shall be entitled to 50% of return air passenger transportation between Edmonton and Yellowknife for their spouse and dependent children, provided the expenses for spouse and dependent children are not received from another source. This transportation allowance will be paid in accordance with the following criteria:

- (a) The allowances will be paid on the basis of the air fares and tariffs in effect at the time and all applicable reduced dependent, student and children fares will apply;

- (b) Employees and their dependents shall be entitled to air passenger transportation allowances for a return trip on a pro-rated basis to length of employment. This benefit will be paid on June 30 of each year, or on termination of employment.

- (c) Employees and their dependents shall be entitled to air passenger allowances, and upon presentation of receipts, up to three (3) nights accommodation, for non-elective medical and/or dental treatment not available in Yellowknife. Applications under this section will require support of a medical certificate signed by a qualified -medical and/or dental practitioner from Yellowknife and attending physician in Edmonton. Whenever possible employees agree to book air travel in advance so as to receive excursion air fares.

ARTICLE 20 - OVERTIME

20.01 When an employee is directed to work beyond their regular hours of work, such hours shall be considered as overtime and shall be paid for at one and one-half (1½) times the employee's hourly rate.

20.02 An employee who is directed to work on a paid holiday, shall be paid one and one-half (1½) times his hourly rate for the hours worked, plus pay for the holiday.

20.03 The employee's hourly rate for the purpose of calculating overtime shall be:

- (a) Custodial Staff

The employee's gross semi-monthly salary divided by 86.67.

- (b) Administrative Employees

The employee's gross semi-monthly salary divided by 75.83.

20.04 It is understood that all overtime shall be on a voluntary basis except when overtime is necessary to maintain an efficient and effective operation.

20.05 Every employee who is called out (and not merely working extended hours) and required to work in an emergency outside his regular working hours shall be paid for a minimum of three (3) hours at overtime rates.

20.06 An employee who is directed to be on standby shall be paid twenty (20) minutes pay for each hour he is required to be on standby.

ARTICLE 21 - GENERAL

21.01 The Board shall provide the Union with a copy of those personnel directives and/or memos affecting employees of the bargaining unit.

21.02 When an employee is first engaged or when an employee is re-assigned to another position in the bargaining unit, the Board shall, before the employee is assigned to that position, provide the employee with a statement of duties of the position to which he is assigned.

21.03 Salary Payments

Salaries will be paid in twenty-four (24) semi-monthly payments and such salary pay cheques will be deposited to the credit of the employee in the local bank of their choice.

21.04 The Board will provide copies of the Collective Agreement to all employees and the Union as requested.

ARTICLE 22 - SALARY RANGE

22.01 The Board shall pay wages and salaries semi-monthly, in accordance with Schedule "A" or "B" or "C" attached hereto and forming part of this Agreement.

22.02 Each employee who has shown adequate proficiency during the period under review, as determined by the immediate supervisor and the administrative supervisor, shall receive a "within classification rate of pay increase" (hereinafter

called a "merit pay increase"). The term "administrative supervisor" shall apply as follows: For janitorial, custodial, and maintenance employees, the Director, Facilities & Maintenance, Board office administration staff, the Director, Corporate Services; and for school secretaries, the principal.

- 22.03 The review dates for merit pay increase, for all employees coming within the scope of this Agreement, shall be the anniversary date of one (1) year, two (2) years, and three (3) years of service with the Education District.
- 22.04 Merit pay increases granted to an employee as per Clause 22.03 above shall be on the pay period nearest to the employee's date of appointment until the maximum in the range of rates has been reached.
- 22.05 If the Board elects to withhold a merit pay increase, it shall advise the employee, in writing, prior to the due date of the merit pay increase.

ARTICLE 23 - CLASSIFICATIONS

- 23.01 The establishment and maintenance of a classification plan, which is to be applied to all employees of the Board within the scope of this Agreement, shall be the responsibility of the Board. However, positions whose duties and responsibilities are changed or modified may be reviewed by the Board or at the request of the Union.
- 23.02 Rates of pay for new classifications which come within the scope of this Agreement and are created during the term of this Agreement shall be negotiated with the Union. However, if a satisfactory conclusion to negotiations has not been reached within ten (10) working days of the date of notice by the Board to the Union of the creation of said classification, any vacancy in this classification can be bulletined according to the rate of pay set out by the Board.
- 23.03 In the event that said vacancy is bulletined prior to satisfactory conclusion of negotiations, the rate of pay for the classification of the position shall still be a matter of negotiation and in the event that the parties agree to a rate which differs from the rate originally proposed by the Board, the new rate shall be retroactive to the date of appointment of any employee to the new position.

23.04 Where an employee believes that the job description has been improperly classified with respect to position, pay range and step, the classification shall be discussed with the immediate supervisor. A copy of the job description will be provided for the purpose of grievance.

ARTICLE 24 - HOUSING SUBSIDY

24.01 The Board shall pay to all full-time employees a housing subsidy of \$450 per month. Permanent part-time employees will also be entitled to a housing subsidy based on hours worked per month.

ARTICLE 25 - DURATION AND RENEWAL

25.01 The duration of this Agreement shall be from July 1, 2003 and shall remain in effect until June 30, 2006 and, unless otherwise stipulated, the provisions of this Agreement shall become effective on the date this Agreement is ratified and shall remain in force after the expiry date until a new agreement has been ratified by the proper officials of the Board and the Union.

Ratification by both the union and the employer must be effected within ten (10) working days of the conclusion of negotiations.

25.02 Either party may, by written notice, no more than ninety (90) calendar days prior to the expiry date of this Agreement, require the other party to commence bargaining for the purpose of renewing or revising the Agreement or entering into a new Agreement. Subject to change as per Territorial Labour Code.

25.03 Where notice to bargain has been given under Clause 25.02, the parties shall meet and commence to bargain collectively within forty (40) calendar days of such notice.

ARTICLE 26 - NO STRIKES OR LOCKOUTS

26.01 The Board shall not cause or direct any lockout of employees during the life of this Agreement; and neither the Union or any representative thereof, nor any

employees shall in any way authorize, encourage or participate in any strike, walkout, suspension of work, or slow down on the part of any employee or group of employees during the life of this Agreement.

ARTICLE 27 - APPRENTICESHIP PROGRAM

1. Sponsoring of a bargaining unit member in an apprenticeship program shall be at the Board's discretion.

2. Bargaining unit members sponsored in an apprenticeship program shall receive the following percentage of the Operating Tradesman 1 as follows:
Starting Salary **80%** of Tradesman 1
6 month increment **83%** of Tradesman I
2nd Year **87%** of Tradesman 1
6 month increment **90%** of Tradesman I
3rd Year **95%** of Tradesman 1
6 month increment **98%** of Tradesman I
Completion of Training Program **100%** of Tradesman I

Yellowknife Education District No. 1 - U.S.W.A. 8646
SCHEDULE A
EFFECTIVE JULY 1, 2003 - JUNE 30, 2004

Salaries are expressed in dollars per annum and include vacation pay.

	0-1	1 - 2	2 - 3	3 - 4	4 - 5
Janitor	32,995.66	33,770.99	34,804.04	35,578.29	36,289.86
Head Janitor	35,433.66	36,207.90	37,240.95	38,014.11	38,774.40
Operating Tradesman 1	42,993.42	43,767.66	44,800.72	45,573.87	46,485.36
Operating Tradesman 11	48,376.16	49,149.32	50,183.45	50,957.70	51,976.86
School Secretary	33,889.52	34,663.76	35,696.81	36,471.06	37,200.49
School Business Technical Assistant	34,754.01	35,525.00	36,550.44	37,321.42	38,067.85
Senior Admin Clerk	37,797.71	38,611.11	36,695.26	40,507.57	41,317.73
Administration Clerk	35,996.94	36,773.37	37,805.33	38,579.57	39,351.16
Casual or Part time (\$ per hour)	14.62	14.94			
Clerical Personnel (\$ per hour)	15.23	15.56			

Yellowknife Education District No. 1 - U.S.W.A. 8646

SCHEDULE B

EFFECTIVE JULY 1, 2004 - JUNE 30, 2005

Salaries are expressed in dollars per annum and include vacation pay.

	0-1	1 - 2	2 - 3	3 - 4	4 - 5
Janitor	33,985.53	34,784.12	35,848.16	36,645.64	37,378.56
Head Janitor	36,496.67	37,294.14	38,358.18	39,154.53	39,937.63
Operating Tradesman 1	44,283.22	45,080.69	46,144.74	46,941.09	47,879.92
Operating Tradesman 11	49,827.44	50,623.80	51,688.95	52,486.43	53,536.17
School Secretary	34,906.21	35,703.67	36,767.71	37,565.19	38,316.50
School Business Technical Assistant	35,796.63	36,590.75	37,646.95	38,441.06	39,209.89
Senior Admin Clerk	38,931.64	39,769.44	37,796.12	41,722.80	42,557.26
Administration Clerk	37,076.85	37,876.57	38,939.49	39,736.96	40,531.69
Casual or Part time (\$ per hour)	15.06	15.39			
Clerical Personnel (\$ per hour)	15.69	16.03			

Yellowknife Education District No. 1 - U.S.W.A. 8646

SCHEDULE C

JULY 1, 2005 - JUNE 30, 2006

Salaries are expressed in dollars per annum *and include vacation pay.*

	0-1	1 - 2	2 - 3	3 - 4	4 - 5
Janitor	35,005.10	35,827.64	36,923.61	37,745.01	38,499.91
Head Janitor	37,591.57	38,412.96	39,508.92	40,329.17	41,135.76
Operating Tradesman 1	45,611.72	46,433.11	47,529.08	48,349.32	49,316.32
Operating Tradesman 11	51,322.27	52,142.51	53,239.62	54,061.02	55,142.25
School Secretary	35,953.39	36,774.78	37,870.75	38,692.15	39,466.00
School Business Technical Assistant	36,870.53	37,688.47	38,776.36	39,594.29	40,386.18
Senior Admin Clerk	40,099.59	40,962.53	38,930.00	42,974.48	43,833.98
Administration Clerk	38,189.15	39,012.87	40,107.67	40,929.07	41,747.65
Casual or Part time (\$ per hour)	15.51	15.85			
Clerical Personnel (\$ per hour)	16.16	16.51			

LETTER OF UNDERSTANDING (*Moving Out Allowance*)

BETWEEN

YELLOWKNIFE EDUCATION DISTRICT NO. 1

AND

UNITED STEELWORKERS OF AMERICA LOCAL 8646

During collective bargaining in June, 2003, the parties agreed to the deletion of Article 19.02. The article read as follows:

Employees with dependents, and single employees without dependents, shall be entitled to actual moving expenses against receipts to the point of hire, for themselves and their dependents, providing the employee has completed two (2) full years service with the Board and so long as these expenses are not received from another source, according to the following schedule:

*Employee and spouse (lbs) 6,000
Each dependent child (lbs) 700
Household maximum (lbs) 10,000*

The parties agreed to the deletion with the understanding that there were no current employees who had been hired outside of Yellowknife. Further, it was understood that the labour market in Yellowknife was sufficient to meet the needs for future hiring needs so that southern recruitment was unlikely.

However, the parties agree that should there be an employee, hired prior to September 1, 2003, who would have been eligible for the provisions of Article 19.02 above, then the Board would honour that commitment.

In Witness whereof, the parties hereto execute this Letter of Agreement this 30th day of June, 2003.

ON BEHALF OF YELLOWKNIFE
EDUCATION DISTRICT NO. 1

M. Wilke

[Signature]

[Signature]

Judith Krapp

ON BEHALF OF THE USWA
LOCAL 8646

K. Daniel

[Signature]

Gregory Penney

[Signature]

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.

ON BEHALF OF THE BOARD

ON BEHALF OF THE UNION

M. Wilke

K. Daniels

~~F. J. ...~~

... ..

A. ...

Gregory Lemmy

Judith Knapp

...

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