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No. OF EMPLOYEES	10
HOW REEMPLOYED	JF

# COLLECTIVE AGREEMENT

- between -

**THE FORT PROVIDENCE HOUSING ASSOCIATION**

- and -

**THE PUBLIC SERVICE ALLIANCE OF CANADA**  
(as represented by its agent)

**THE UNION OF NORTHERN WORKERS**

**FROM:** April 01, 1999  
**TO:** March 31, 2000

Suite 200, 5112-52nd Street  
Yellowknife, NT  
X1A 1T6



PROVIDENCE  
JAN 3 2 2000

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**ARTICLE 1 - URP OF AGREEMENT**

- 1.01** The Purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees and the Union, to set forth certain terms and conditions of employment relating to pay, hours of work, Employee benefits, and general working conditions affecting employees covered by this Agreement and to ensure that all reasonable measures are provided for the safety and occupational health of the employees.
- 1.02** The parties to this Agreement share a desire to improve the quality, to promote well-being and increase the productivity of the employees to the end that the Housing Association will be well and efficiently served. Accordingly, the parties are determined to establish, within the framework provided by law, an effective working relationship at all levels in which members of the Bargaining Unit are employed.

**ARTICLE 2 - INTERPRETATION AND DEFINITIONS**

- 2.01** For the purpose of this Agreement:
- (a) "Agreement" and "Collective Agreement" means this Collective Agreement.
  - (b) "Alliance" means the Public Service Alliance of Canada.
  - (c) "Allowance" means compensation payable to an employee in addition to the regular remuneration payable for the performance of the duties of his position.
  - (d) "Bargaining Unit" means all employees of the Fort Providence Housing Association except the Housing Association Manager and the Board of Directors.
  - (e) "Casual Employee" means a person employed by the Employer for work of a temporary nature not to exceed six (6) months.
  - (f) "Common-law spouse" relationship is said to exist when, for a continuous period of at least one year, an employee has lived with a person, publicly represented that person to be their spouse, and lives and intends to continue to live with that spouse as if that person were their spouse.
  - (g) "Compensatory Leave" means the equivalent leave with pay taken in lieu of cash payment.
  - (h) Continuous Employment and Service
    - (i) "Continuous Employment" and "Continuous Service" means uninterrupted employment with the Employer; and
    - (ii) with reference to **re-appointment** of a lay-off his employment in the position held by him at the time he was laid off, and his employment in the position to which he is appointed shall constitute continuous employment;
    - (iii) where an employee other than a casual ceases to be employed for a reason other than dismissal, abandonment of position or rejection on probation, and is re-employed within a period of three months, his periods of employment for purposes of sick leave, vacation leave and vacation travel benefits shall be considered as continuous employment.
  - (i) "Day of Rest" in relation to an employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of his position other than by reason of his being on leave of absence.

- (j) "Demotion" means the appointment of an employee for reasons of misconduct, incompetence or incapacity, to another position for which the maximum pay is less than that of his former position.
- (k) "Dependant" means a person who is:
  - (i) that employee's spouse (including common-law),
  - (ii) child, including **step-child** and adopted child who
    - (A) ~~is~~ under nineteen (19) years of age and dependent upon him/her for support; or
    - (B) being under twenty-one (**21**) years of age and dependent upon him/her by reason of full-time attendance at an educational institution; or
    - (C) who is wholly dependent upon him/her for support by reason of mental or physical infirmity.
- (l) "Effects" include the furniture, household goods and equipment and personal effects of employees and their dependants at the time of their move but does not include all terrain vehicles, automobiles, boats, motorcycles, snowmobiles, or animals.
- (m) "Employee" means a member of the bargaining unit.
- (n) "Employer" means the Fort Providence Housing Association.
- (o) "Fiscal Year" means the period of time from April 1, in one year to March 31, in the following year.
- (p) "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.
- (q) "Holiday" means the **twenty-four (24)** hour period commencing at 12:01 A.M. of a day designated as a paid holiday in this Agreement.
- (r) "Lay-off" means an employee whose employment has been terminated because of lack of work, or lack of funding.
- (s) "Leave of Absence" means absence from duty with the Employer's permission.
- (t) "Manager" means the Housing Manager.
- (u) "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.
- (v) "Overtime" means work performed by an employee in excess of or outside of his regularly scheduled hours of work.
- (w) "Probation" means a period of six (6) months from the day upon which an employee is first appointed or a period of three (**3**) months after an employee has been transferred or promoted from within. If an employee does not successfully complete his probationary period on transfer or promotion the Employer shall appoint him to a position comparable to the one from which he was transferred or promoted.

- (x) "Promotion" means the appointment of an employee to a new position, the maximum rate of pay of which exceeds that of his former position by at least:
  - (i) the minimum increment in the new position; or
  - (ii) four (4) percent of the maximum rate of pay of the former position where the new position has only one rate of pay.
- (y) "Rates of Pay"
  - (i) "weekly rate of pay" means an employee's annual salary divided by 52.176;
  - (ii) "daily rate of pay" means an employee's weekly rate of pay divided by five (5);
  - (iii) "hourly rate of pay" means an employee's daily rate of pay divided by his regularly scheduled daily hours of work, or where an employee is paid by the hour, the rate of pay established by the Employer for his part-time employment.
  - (iv) "bi-weekly rate of pay" means an employee's annual salary divided by **26.088**.
- (z) "Representative" means an employee who has been elected or appointed as a steward or who represents the Union at meetings with management and who is authorized to represent the Union.
- (aa) "Seniority" means length of service with the Employer.
- (bb) "Transfer" means the appointment of an employee to another position, that does not constitute a promotion or demotion.
- (cc) "Week" for the purposes of this Agreement shall be deemed to commence at **12:01 A.M.** on Monday and terminate at midnight on Sunday.
- (dd) "Union" means the Public Service Alliance of Canada as represented by its agent the Union of Northern Workers.

2.b 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 on October **21, 1988**.

3.02 The Employer agrees to inform prospective employees prior to their initial employment that the Fort Providence Housing Association is a Union shop.

**3.03**     Discrimination

The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee by reason of age, sex, race, creed, colour, national origin, political or religious affiliation, nor by reason of union membership or activity.

**3.04**     The Employer shall make every reasonable effort to find alternate employment within its employ for an employee who becomes unable to carry out his normal work functions as a result of a physical or mental disability arising as a result of his employment with the Employer.

**3.05**     Notwithstanding Clause **3.03**, it is recognized that an Affirmative Action program may be implemented by the Employer based on Native employment (as recognized in the Canadian Constitution).

**ARTICLE 4 - APPLICATION**

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

**4.02**     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. The Union will facilitate said printing and distribution.

**ARTICLE 5 - FUTURE LEGISLATION**

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

**5.02**     Conflict of Provisions

Where there is any conflict between the provisions of this Agreement and any regulation, direction or other instrument dealing with terms and conditions of employment issued by the Employer, the provisions of this Agreement shall prevail.

**ARTICLE 6 - STRIKES AND LOCKOUTS**

**6.01**     There shall be no lockout by the Employer and no strike by any employee or employees during the term of this Collective Agreement.

**ARTICLE 7 - MANAGERIAL RESPONSIBILITIES**

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

**7.02**     The Union recognizes that it is the right of the Employer to exercise the regular and customary functions of Management and to direct its work force subject to the terms of this Agreement.

**ARTICLE 8 - EMPLOYER DIRECTIVES**

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

**ARTICLE 9 - UNION ACCESS TO EMPLOYER PREMISES**

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

**ARTICLE 10 - APPOINTMENT OF REPRESENTATIVES**

- 10.01 The Employer acknowledges the right of the Union to appoint employees as representatives. The Union will 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**

11.01 Arbitration Hearings (Disputes)

- (a) The Employer will grant leave with pay to a reasonable number of employees representing the Union before a conciliation or arbitration hearing.

(b) Employee called as a Witness

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.

11.02 Arbitration Hearing (Grievance)

- (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.

(b) Employee who acts as a Representative

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.

(c) Employee called as a Witness

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.

11.04 Contract Negotiations Meetings

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



**11.05 Meetings Between Employee Organizations and Management**

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

**11.06 Employee Organization, Executive Council Meetings, Congress and Convention**

Subject to operational requirements the Employer will grant reasonable leave without pay to a maximum of two (2) 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. Leave for such purposes will not be unreasonably denied.

**11.07 Representatives Training Course**

Subject to operational requirements the Employer will 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. Leave for such purposes will not be unreasonably denied.

**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 employee organization, other than the Union, shall be permitted to have membership fees deducted by the Employer from the pay of the employees in the Bargaining Unit.

**12.05** The amounts deducted in accordance with Clause **12.01** shall be remitted to the Comptroller of the Alliance by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on his behalf.

**12.06** The Employer shall make deductions for other purposes upon the request of the employee.

**12.07** The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this article except for any claim or liability arising out of an error committed by the Employer.

**12.08** The Employer agrees to identify annually on each employee's T-4 slip the total amount of Membership Fees deducted for the preceding year.

**ARTICLE 13 - II**

**13.01** The Employer agrees to provide the Union on a monthly basis, with information concerning the identification of each member in the Bargaining Unit. This information shall include the name, location, job classification and social insurance number of all employees in the Bargaining Unit.

The Employer shall indicate which employees have been hired or transferred and those employees whose employment has been terminated during the period reported.

- 13.02 The Employer shall provide each employee with a copy of this Collective Agreement.
- 13.03 The Employer agrees to provide each new member of the Bargaining Unit with a copy of this Collective Agreement upon his appointment.
- 13.04 The Employer shall notify the Union of all newly created classifications including its designation as to whether it is within or outside of the Bargaining Unit.

#### **ARTICLE 14 - SENIORITY**

- 14.01 Seniority is defined as the length of service with the Employer, and shall be applied on a bargaining unit wide basis.
- 14.02 Newly hired employee shall be on probation for a period of six (6) months. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement.
- 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 (6) months.

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

- 15.01 The Employer shall provide bulletin board space in its office and shop clearly identified for exclusive Union use.
- 15.02 The Employer may make available to the Union and the members of the Bargaining Unit a suitable meeting room to be used from time to time for the business relating to the Bargaining Unit. Permission for this purpose shall not be unreasonably withheld.
- 15.03 The Employer will process any mail originating from the Union addressed to all employees in accordance with the Employer's normal internal mail distribution system.
- 15.04 A representative of the Union shall have the right to give each new employee an orientation of up to thirty (30) minutes and the representative of the Union shall be given leave with pay for such purposes.

#### **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) Canada Day;

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

A paid holiday shall also be granted to all employees on any special day proclaimed by the Government of Canada, the Commissioner or Minister of the NWT, or the Mayor of Fort Providence.

**16.02 Absent without Cause**

- (1) Clause 16.01 does not apply to an employee who is absent without cause on both the working day immediately preceding and the working day following the Designated Paid Holiday, except with the approval of the Employer.
- (2) Inability to communicate will be considered as cause for the purposes of (2) above.

**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 (1½) times his hourly rate for the first four (4) hours worked, and
- (b) twice (2X) his hourly rate for the hours worked in excess of four (4) hours.

**16.06** At the employees option the amounts payable pursuant to Article 16.05 may be taken either in cash or in compensatory leave to be taken at a later date convenient to both the Employer and the employee.

**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.

**ARTICLE 17 - LEAVE - GENERAL**

- 17.01 When the employment of an employee who has been granted more vacation, sick leave or special leave with pay than he has earned dies the employee shall be considered to have earned that amount of leave with pay granted to him.
- When the employment of an employee with more than three (3) years of service who has been granted more vacation, sick leave or special leave with pay than he has earned is laid off, the employee shall be considered to have earned that amount of leave with pay granted to him.
- 17.02 When an employee is in receipt of an extra allowance and is granted leave with pay, he is entitled during his period of leave to receive the allowance if the special or extra duties in respect of which he is paid the allowance were assigned to him on a continuing basis.
- 17.03 During the month of May in each year the Employer shall inform each employee in the Bargaining Unit in writing of the balance of his special, sick and vacation leave credits as of the 31<sup>st</sup> day of March.
- 17.04 At the end of the fiscal year, an employee's entitlement to vacation leave with pay shall be recorded as actual days and a part day will be recorded as actual hours of entitlement.
- 17.05 When the Employer rejects an employee's application for leave, upon request the detailed reasons for the rejection shall be provided to the employee in writing.
- 17.06 An employee shall provide three (3) weeks advance notice except in extenuating circumstances for leave of five (5) working days or more. An employee's request for any leave that the Employer has not responded to within ten (10) working days from the receipt of the application shall be considered as granted, unless for extenuating circumstances the Employer was unable to respond within the ten (10) working day time period.

The Employer will respond to leave requests under this Article, in a timely fashion.

**ARTICLE 18 - VACATION LEAVE**

18.01 Accumulation of Vacation Leave

- (1) For each month of a fiscal year in which an employee receives ten (10) days pay, he shall earn vacation leave at the following rates:
- (a) one and one quarter (1 $\frac{1}{4}$ ) days each month until the month in which the anniversary of the second (2<sup>nd</sup>) year of continuous service is completed.
  - (b) one and two-thirds (1 $\frac{2}{3}$ ) days each month commencing in the month after completion of two (2) years of continuous service and ending in the month that ten (10) years of continuous service is completed.
  - (c) two and one twelfth (2  $\frac{1}{12}$ ) days each month commencing in the month after completion of ten (10) years of continuous service and ending in the month that twenty (20) years of continuous service is completed.
  - (d) two and one-half (2 $\frac{1}{2}$ ) days each month commencing in the month after completion of twenty (20) years of continuous service.
- (2) Part time employees shall receive vacation pay based on length of service as indicated in (1) above prorated to the number of hours worked as compared to a full time employee.

**18.02 Granting of Vacation Leave**

- (1) In granting vacation leave with pay to an employee, the Employer shall make every reasonable effort to:
  - (a) schedule vacation leave for all employees in the fiscal year in which it is earned;
  - (b) not recall an employee to duty after he has proceeded on vacation leave;
  - (c) grant the employee his vacation leave during the fiscal year in which it is earned at a time specified by him;
  - (d) grant the employee vacation leave for at least up to five (5) consecutive weeks depending upon his vacation entitlements when so requested by the employee; and  
recognizes seniority on preference for a vacation period.
  - (e) to grant the employee his vacation leave when specified by the employee if the period of vacation leave is less than a week, providing that the employee gives the Employer reasonable advance notice.
  - (f) An employee leaving on vacation will be entitled to a post-dated pay cheque issued by the Employer prior to leaving on his/her vacation.
- (2) All requests for vacation leave will be made in writing.
- (3) The Employer will respond to leave requests under this Article, in a timely fashion.

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

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

the period of vacation leave so displaced shall either be added to the vacation period if requested by the employee or reinstated for use at a later date.

**18.04 Employees are not permitted to carry over more vacation credits than can be earned in one (1) fiscal year. Vacation leave credits exceeding one (1) years entitlement will be liquidated in cash in the month of May in each year.**

**Recall From Vacation Leave**

**18.05 Except in the case of an emergency, the Employer shall not recall any employee to duty once his vacations have commenced.**

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

- (a) in proceeding to his place of duty;
- (b) in respect of any non refundable deposits or rearrangements association with his vacation;
- (c) in returning to the place from which he was recalled if he immediately resumes vacation upon completing the assignment for which he was recalled;

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

**18.07** The employee shall not be considered as being on vacation leave during any period in respect of which he is entitled under Clause 18.05 to be reimbursed for reasonable expenses incurred by him.

**18.08** Leave When Employment Terminates

Where an employee dies or otherwise terminates his employment:

- (a) The employee or his estate shall, in lieu of earned but unused vacation leave, be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave by the daily rate of pay applicable to the employee immediately prior to the termination of his employment, or
- (b) the Employer shall grant the employee any vacation leave earned but not used by him before the employment is terminated by lay-off if the employee so requests.
- (c) upon termination at the employee's request, the Employer shall divide the amount owing as specified in (a) above by four, and shall attach this amount to the employee's regular earnings over a four pay period. Adequate notice must be given by the employee.

**18.09** An employee whose employment is terminated by reason of a declaration that he abandoned his position is entitled to receive the payment referred to in Clause 18.08 within a period of six (6) months of the said abandonment.

**18.10** Vacation Travel Assistance

- (1) All employees other than casual employees traveling on vacation leave are entitled to transportation assistance once each fiscal year from Fort Providence to Edmonton, or to any other destination, provided that the Employer shall pay only that amount equivalent to a return trip to Edmonton.
- (2) Notwithstanding Clause (1) above the employee shall not receive transportation assistance under this Article during his first six (6) months of employment with the Employer.
- (3) Transportation Assistance provided to employees and their dependants if any shall be:

- (a) Where travel is by scheduled aircraft or chartered aircraft, the actual cost of the trip or excursion class return airfare to Edmonton, whichever results in the lesser expense. Return airfare shall be calculated on the following basis:

Employee - Regular excursion class fare charged for an adult.

Employee's spouse - Regular excursion class fare charged for an adult.

Employee's dependent children under 12 - appropriate percentage of adult fare that is charged for a child.

Employee's dependant children 12 years and over - appropriate percentage of adult fare that is charged for a youth.

An employee is entitled to receive a scheduled flight to Hay River or Yellowknife in order that he may connect to a flight to Edmonton. However, in recognition of the un-reliability of this mode of transportation, the Employer will authorize an alternate mode of transportation in order that a person may connect to a flight from Yellowknife or Hay River. This may include but is not limited to a taxi, bus, charter flight, or the use of an employees own vehicle with payment at duty travel rates.

Where an employee is unable to take an excursion trip, due to circumstances beyond his control, the Employer will cover the costs of an economy class trip. Should an employee be returning on an excursion fare trip, choose to upgrade to economy, and require financial assistance to do so, the Employer will assist the employee and the employee will reimburse the Employer.

- (b) Where travel is by means other than scheduled or chartered aircraft, employees shall be entitled to the following travel assistance:

Employee-	\$350.00
Employee's Spouse -	\$300.00
Employee's Dependent Children -	\$150.00

- (4) Employees traveling by scheduled or chartered aircraft **will**, upon application for travel assistance, be issued with a travel warrant, the maximum value of which will be the employee's maximum entitlement as specified in (3)(a) above. The travel agent or airline company which issues airline tickets against the warrant will invoice the Employer directly. employees will not be required to submit travel expense claims on airline ticket receipts.

Employees traveling by means other than scheduled or chartered aircraft **will**, upon application for travel assistance, be issued with a cheque in the amount of their entitlement as specified in (3)(b) above. The employee's signature on the application form will serve as the **employee's** certification that the assistance will be used for the purpose for which it was issued. No other form of accountability will be required.

- (5) Part-time employees who have been employees for a duration of six (6) months or greater shall receive this benefit prorated based on the number of hours worked compared to a full-time employee.

**18.11 Travel Time**

Vacations shall be lengthened by **two (2)** working days when an employee flies out of the Community for the purposes of vacation travel. If the requirement is demonstrated vacation travel time may be extended to a maximum of four (4) days. When an employee drives out of the community for the purpose of vacation travel assistance, the period of vacation shall be lengthened by three (3) working days. In order to receive this travel time, the employee must at least liquidate an equal number of annual leave days.

**18.12 Winter Bonus Days**

An employee who has requested and is granted annual leave between October 1 and March 31 of any year shall, in addition to her vacation leave entitlement, receive one (1) day of extra leave for each five (5) consecutive days of annual leave that he liquidates within the above days up to a maximum of four (4) days.

**ARTICLE 19 - SPECIAL LEAVE**

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

- (a) one-half ( $\frac{1}{2}$ ) day for each calendar month in which he received pay for at least ten (10) days, or
- (b) one-quarter ( $\frac{1}{4}$ ) day for each calendar month in which he received pay for less than ten (10) days.

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

- (1) The Employer shall grant special leave earned with pay for a period of up to five (5) consecutive working days:
  - (a) when there is a death in the employee's immediate family; or
  - (b) when an employee is to be married.
  
- (2) The Employer shall grant an employee special leave with pay for a period of up to three (3) consecutive working days and may extend this leave to five (5) consecutive working days:
  - (a) Immediate Family
    - (i) where a member of the immediate family becomes **ill** (not including childbirth) and the employee is required to care for his dependants or for the sick person;
    - (ii) where a member of the immediate family residing outside of Fort Providence becomes seriously **ill**.
  - (b) in the event of the death of the employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law.
  
- (3) The Employer ~~November 19, 1999~~ may grant an employee special leave with pay for a period of up to five (5) consecutive working days:
  - (a) where special circumstances not directly attributable to the employee prevent his reporting to duty, including:
    - (i) serious household or domestic emergencies;
    - (ii) a general transportation tie up caused by weather;
    - (iii) a serious community emergency where the employee is required to render assistance
  - (b) in circumstances which are of general value to the Employer such as where the employee:
    - (i) takes an examination which will improve his position or qualifications;
    - (ii) attends his University Convocation, if he has been continuously employed for at least one (1) year;
    - (iii) attends a course in civil defense training;
    - (iv) requires a medical examination for enlistment in the Armed Forces or in connection with a veteran's treatment program.
  - (c) Such leave will not be unreasonably withheld.

**19.03** An employee shall be granted special leave with pay up to a maximum of one (1) working day on the occasion of the birth of his child. An employee shall be granted special leave with pay up to a maximum of one (1) working day on the occasion of the adoption of a child. This leave may be divided into two parts and taken on separate days. Under special circumstances the Employer may extend this period to a maximum of three (3) working days.

**19.04** Advance of Credits

Where an employee has insufficient credits to permit the granting of special leave within the meaning of



this Article, leave up to a maximum of five (5) days, may be granted at the discretion of the Employer, subject to the deduction of such advance leave from any special leave credits subsequently earned.

**19.05 Casual Leave**

- (1) All employees except casual employees may be granted casual time off with pay for the following purposes;
  - (a) For the employee to attend to an appointment with a Doctor, Dentist, Lawyer, or School Authority during working hours.
  - (b) For the employee to participate in voluntary services for a Community cause.
  - (c) For other purposes of a special or unusual nature.
- (2) Employees shall be granted casual leave with pay to a maximum of one-half ( $\frac{1}{2}$ ) day per occurrence where the employee's physician requires him to attend regular or recurring medical treatments and checkups.

**19.06** Notwithstanding legislation, employee's will be allowed up to one (1) hour of leave if required for the purpose of voting in any Federal, Territorial or Municipal election.

**ARTICLE 20 - SICK LEAVE**

**20.01 Credits**

An employee shall earn sick leave credits at the rate of one and a quarter (1 $\frac{1}{4}$ ) days for each calendar month for which he receives pay for at least ten (10) days.

**20.02** Subject to (a) and (b) below, and to the remainder of this Article, all absences on account of illness on a normal working day (exclusive of designated holidays) shall be charged against an employee's accumulated sick leave credits.

- (a) There shall be no charge against an employee's sick leave credits when his absence on account of illness is less than one-half ( $\frac{1}{2}$ ) day and the employee has been on duty for at least two (2) hours;
- (b) Where the period of absence on account of illness is at least one-half ( $\frac{1}{2}$ ) day but less than a full day, one-half ( $\frac{1}{2}$ ) day only shall be charged as sick leave.

**20.03** Where leave of absence without pay is authorized for any reason, or an employee is laid-off 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.

**20.04** In circumstances where sick leave would be authorized but the employee has insufficient or no sick leave credits, he shall be granted sick leave in advance to a limit of fifteen (15) days which shall be charged against future credits as earned. If the employee dies before authorized unearned sick leave has been liquidated, no recovery shall be made from the employee's estate.

**20.05** Upon request of the Employer, an employee will provide a note from a qualified medical practitioner certifying illness. This note will only be requested if the period of illness exceeds three (3) working days.

**20.06** When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for a concurrent period, there shall be no charge against his sick leave credits for the period of concurrency.

**20.07 Travel Time**

Every employee who is proceeding to a medical center under the provisions of this Article with the approval of the Employer will be granted leave of absence with pay which is not to be charged against his sick leave credits for the lesser of three (3) days or the actual time taken to travel from his post to Edmonton and return.

**20.08** At the end of the fiscal year, any sick leave days in excess of ten (10) earned but not used may be converted to annual leave. These days converted to vacation leave must be used as vacation leave and are not cashable.

**20.09** Sick leave credits may be used by the employee in the case of the illness of the employee's spouse or child and the presence of the employee is required.

**ARTICLE 21 - OTHER TYPES OF LEAVE**

**21.01 Court Leave**

Leave of absence with pay shall be given to every employee other than employees on leave of absence without pay, laid off or on suspension who is required:

- (a) to serve on a jury and the jury selection process; or
- (b) by subpoena or summons to attend as a witness in any proceeding held:
  - (i) in or under the authority of a court of justice or before a grand jury;
  - (ii) before a court, judge, justice, magistrate, or coroner;
  - (iii) before the Senate or House of Commons of Canada, or a committee of the Senate or House of Commons, otherwise than in the performance of the duties of his position;
  - (iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it;
  - (v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it;
- (c) Notwithstanding anything contained in this Article, there may be deducted from the regular pay of the employee any remuneration received by him as a result of serving on a jury or as a witness, other than remuneration received as an allowance or reimbursement for expenses incurred in such duty.

**21.02 Injury of Duty Leave**

- (1) An employee shall be granted injury-on-duty leave with pay for such reasonable period as may be determined by the employee's medical practitioner for:
  - (a) a personal injury accidentally received in the performance of his duties and not caused by the employee's wilful misconduct; or
  - (b) sickness resulting from the nature of his employment; or
  - (c) over-exposure to radioactivity or other hazardous conditions in the course of his employment;

if the employee agrees to pay the Employer any amount received by him for loss of wages in settlement of any claim he may have in respect of such injury, sickness or exposure, providing however that such amount does not stem from a personal disability policy for which the employee or his agent has paid the premium. Prior to making any payments under this Section, the Employer has the right to speak with the employee's medical practitioner. The employee shall, if he wishes to continue his claim for injury on duty leave, permit the physician to release relevant information to the Employer.

- (2) 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.

21.03 Maternity Leave

(a) Notification of Pregnancy

(i) An employee who becomes pregnant shall notify the Employer of her pregnancy at least 15 weeks prior to the expected date of termination of her pregnancy and, subject to section (ii) of this Clause, shall, eleven (11) weeks before the expected date of the termination of her pregnancy be granted leave without pay for a period ending not later than twenty-six (26) weeks after the date of the termination of her pregnancy.

(ii) The Employer may:

- (A) upon written request from the employee, defer the commencement of maternity leave without pay of an employee or terminate it earlier than twenty-six (26) weeks after the date of the termination of her pregnancy;
- (B) grant maternity leave without pay to an employee to commence earlier than eleven (11) weeks before the expected termination of her pregnancy;
- (C) where maternity leave without pay is requested, require an employee to submit a medical certificate certifying pregnancy.

(iii) Leave granted under this Clause shall be counted for the calculation of "continuous employment".

(b) Supplementary Unemployment Benefit Plan

(i) After completion of six (6) months continuous employment, an employee who provides the Employer with proof that she has applied for, is serving the E.I. waiting period or is in receipt of unemployment insurance benefits pursuant to Section 18 or 20, Employment Insurance Act, shall be paid a maternity leave allowance in accordance with the Supplementary Unemployment Benefit Plan.

(ii) An applicant under Clause 21.03(b)(i) 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.

(iii) Should the employee fail to return to work as per the provisions of Clause 21.03(b)(ii), the employee recognizes that she is indebted to the Employer for the amount of maternity leave allowance received.

- (c) In respect of the period of maternity leave, payments made according to the supplementary unemployment plan will consist of the following:
- (i) for the first two (2) weeks, payments equivalent to ninety-three (93) percent of her weekly rate of pay; and
  - (ii) for the period during which unemployment insurance benefits are received, payments equivalent to the difference between the unemployment insurance benefits the employee is eligible to receive and ninety-three (93) percent of her weekly rate of pay; and
  - (iii) Weekly Rate of Pay
    - (A) For a full-time employee the weekly rate of pay referred to in Clause 21.03 (c) (i) and (ii) shall be the weekly rate of pay to which she is entitled for the classification prescribed in her certificate of appointment on the day immediately preceding the commencement of the maternity leave.
    - (B) For a part-time employee the weekly rate of pay referred to in Clause 21.03 (c) (i) and (ii) shall be the pro-rated weekly rate of pay to which she is entitled for the classification prescribed in her certificate of appointment averaged over the six month period of continuous employment immediately preceding the commencement of the maternity leave.
  - (iv) the employee has not vested right to this allowance except for supplementation of E.I. benefits as provided in this Article;
  - (v) payments in respect of any other remuneration or severance pay benefits are not reduced or increased by payments received under this Article;
  - (vi) the Employer will inform the Canada Employment and Immigration Commission of any changes in this Article within thirty days of the effective date of the change.
- (d) Further, when a pregnant employee produces a statement from her physician that her working condition may be detrimental to her health or that of the fetus, the Employer will either change those working conditions where that is reasonable within his operational requirements or allow the employee to take leave of absence without pay for the duration of her pregnancy.

Adoption Leave Without Pay

- 21.04 The provisions of Article 21.03 will apply to employees mutatis mutandis to an adoption leave with pay.
- 21.05 At the request of an employee and subject to operational requirements, leave without pay in one (1) or more periods to a total maximum of one (1) year during an employee's total period of employment may be provided for the care and nurturing of preschool children.

**ARTICLE 22 - HOURS OF WORK**

- 22.01 Regular hours of work for bargaining unit members shall be from Monday to Friday inclusive as follows:
- (1) Office staff - 8:30 a.m. to 5:00 p.m., exclusive of a one (1) hour meal period.
  - (2) Maintenance staff - 8:00 a.m. to 4:30 p.m., exclusive of a one-half (½) hour meal period.

- (3) Caretaker - 80 hours during each two (2) week period, at least four (4) hours of which will be on each Saturday and Sunday.
- 22.02 All employees shall be entitled to rest periods of fifteen (15) minutes duration twice per day commencing at or around the mid-point of the shifts.
- 22.03 In the event that an employee is unable to take his meal period due to operational requirements, the meal period will be taken at a later time. In the event that an employee is unable to take this meal period at all during the day, he will have the option of leaving work early at the end of the day, or claiming overtime in the amount of time worked due to missing the meal period.

**ARTICLE 23 - OVERTIME**

- 23.01 In this Article:
  - (1) "Overtime" means work performed by an employee and approved by the Employer in excess or outside of his regularly scheduled hours of work.
  - (2) "Straight time rate" means the hourly rate of pay.
  - (3) "Time and one-half" means one and one-half times the straight time rate.
  - (4) "Double time" means twice the straight time rate.
- 23.02 An employee who is required to work overtime shall be paid overtime compensation for all overtime worked subject to a minimum payment of one (1) hour at the overtime rate.
- 23.03 Employees shall record starting and finishing times of Overtime worked on a form determined by the Employer.
- 23.04 Allocation of Overtime
  - (1) 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.
  - (2) Except in emergency situations, no employee shall be required to work overtime.
- 23.05 Subject to Article 23.02 an employee who is requested to work overtime shall be entitled to the appropriate rate described below.

Overtime work shall be compensated as follows:

  - (a) at time and one-half (~~1½X~~) for the first four hours of overtime worked, and
  - (b) 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.
  - (c) 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.

No cash payments for overtime will be made.

- 23.06 Where an employee is required to work three (3) or more hours of overtime immediately following his regularly scheduled hours of duty, and, because of the operational requirements of the service, the employee is not permitted to leave his place of work, the Employer will either provide the employee with a meal or meal allowance equal to the amount of the Dinner in accordance with the Duty Travel, Meals and Incidental Expenses (Article 40.05(a)).
- 23.07 Employees will not be required to escort tenants for medical reasons as a duty unless compensation is arranged for overtime pay.

#### **ARTICLE 24 - PAY**

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

24.02 Employees shall be paid on every second Friday.

In the event there is delay in paying employees, emergency cheques will be issued to the extent of wages earned during that pay period.

Where cheques are distributed to employees at their place of work, they shall first have been placed in sealed envelopes.

24.03 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.

#### 24.04 **Acting Pay**

- (1) When an employee performs the duties of a higher classification level on an acting basis, and when this is previously approved by the Employer, he shall be paid acting pay calculated from the date on which he commenced to act as if he had been appointed to that higher classification level for the period in which he acts.
- (2) 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.

#### 24.05 **Salary Increases**

- (1) The Employer agrees to pay the negotiated salary increases to every employee not later than the month following the month in which this Agreement is signed and not later than the month following the month in which any subsequent salary increases become effective.
- (2) The Employer agrees to pay all retroactive remuneration for salary increases, overtime, acting pay and allowances not later than two months following the month in which the Agreement is signed.
- (3) Retroactive pay shall be issued on a separate cheque. In the event that retroactive pay is not issued in the time allotted in Clause (2) above, interest at prime rates will also be paid.

**24.06** When an employee is appointed to a new position he shall be paid:

- (1) If the appointment constitutes a promotion as defined in Article 2.01 (x) an increase in salary that is nearest to but not less than the difference between step I and step II of the new pay range.
- (2) If the appointment constitutes a transfer, at the rate nearest to, but not less than his former rate of pay; or  
where the employee agrees to accept a transfer to a position, the maximum rate of pay of which is less than his present rate of pay, the employee shall be paid at the maximum rate of the new position to which he agrees to be transferred.

**24.07** Converted Positions. Transfers & Reclassifications

- (1) Notwithstanding the provisions of Clause 24.01 when a position is converted or, where as a result of audit or review, a converted position is found to be over-classified and the maximum salary payable in the new range is less than the maximum salary of the incumbent of that position, he shall be paid as the present incumbent of that position in a holding range which will permit him to be paid at a salary which is nearest to and not less than his present maximum salary.
- (2) Where an employee accepts a transfer or training that would put him in a position nearer to the position before it was reclassified, he shall continue to be paid in the holding range.
- (3) For the purposes of this Article, a present incumbent is an employee who, subject to the above provisions, continues to receive the annual and negotiated increases for the range of the position before it was reclassified downwards.

## **ARTICLE 25 - REPORTING PAY**

**25.01** Insufficient Work

- (1) If an employee reports to work as scheduled and is advised by the Employer that there is insufficient or no work available he is entitled to four (4) hours pay at the straight time rate.
- (2) If an employee is directed to report for work on a day of rest or on a designated paid holiday, and there is insufficient work available, he shall be entitled to four (4) hours of work at the appropriate overtime rate. When no work is available he shall receive compensation to four (4) hours pay at the appropriate overtime rate.
- (3) If an employee is directed to report for work outside of his regularly scheduled hours, he shall be paid the greater of:
  - (a) compensation at the appropriate overtime rate; or
  - (b) compensation equivalent to four (4) hours pay at the straight time rate.

## **ARTICLE 26 - CALL-BACK PAY**

**26.01** Compensation for Recall

- (1) When an employee is recalled to a place of work for a specific duty, he shall be paid the greater of:
  - (a) compensation at the appropriate overtime rate; or

- (b) compensation equivalent to four (4) hours' pay at the straight-time rate.
- (2) Compensation for call-back shall be made either in cash or compensatory leave. If compensatory leave is chosen by the employee, it shall be taken at a time mutually agreeable to the Employer and employee.
- 26.02 When an employee reports to work for which he has been recalled under the conditions described in Clause 26.01 and uses his personal motor vehicle, he shall be reimbursed as follows:
  - For each call out during the Winter (October 1 - March 31) 23 (twenty-three) litres of gasoline;
  - For each call out during the Spring and Fall (April, May, June, Sept.) 14 (fourteen) litres of gasoline;
  - For each call out during the Summer (July and August) 9 litres of gasoline.
- 26.03 (a) Except in the case of an emergency employees shall not be required to return to work on a call-back. When employees do return to work on a call-back, payment under this Article shall be made whether or not work is actually available and performed.
- (b) Subject to (a) above no employee shall be disciplined for being unable to return to work on a call-back.

**ARTICLE 27 - SHIFT WORK**

- 27.01 The Employer agrees that at least two (2) weeks prior to the implementation of any shifts, they will notify the Union with a view to negotiating a shift premium or other suitable arrangement. Should an agreement not be reached under this Article it may be referred to Arbitration.

**ARTICLE 28 - TERM POSITIONS**

- 28.01 Except with prior mutual agreement between the Union and the Employer, no term position may extend beyond two (2) years. Should the Employer wish a term position to extend beyond a period of two (2) years, that position must become a regular position which must be offered to the incumbent of the term position, and his or her seniority shall be the initial date of hire into his or her term position.

**ARTICLE 29 - STANDBY**

29.01 Standby

- (1) Where the Employer requires an employee to be available on standby during off-duty hours, an employee shall be entitled to a standby payment of \$9.50 for each eight (8) consecutive hours or portion thereof that he is on standby, except on his days of rest and designated paid holidays.

For any period of standby on a day of rest or a designated paid holiday, he shall be paid \$11.00 for each eight (8) hours or portion thereof that he is required to be on standby status.
- (2) An employee designated by letter or by list for standby duty shall be available during his period of Standby at a known telephone number and shall be available to return for duty as quickly as possible if called. In designating employees for Standby the Employer will endeavour to provide for the equitable distribution of standby duties among readily available qualified employees who are normally required, in their regular duties, to perform that work.
- (3) No standby payment shall be granted if an employee is unable to report for duty when required.



- (4) An employee on Standby who is required to report for work shall be paid, in addition to the standby pay, the appropriate overtime rate for all hours worked, subject to a minimum payment of four (4) hours pay at the straight time rate each time he reports.
- (5) Except in the case of an emergency, standby schedules shall be posted fourteen (14) days in advance of the starting date of the new shift schedule.
- (6) No disciplinary action will be taken against an employee who is not available for Standby Duty provided he provides advance notice or a reasonable explanation and identifies another employee who is prepared to cover his standby shift.

**29.02** When an employee on Standby is required to report for work, and where with permission of the Employer, he uses his personal motor vehicle, he shall receive the appropriate distance rate specified in the duty travel expenses Article.

**29.03** At the request of an employee, an amount of standby pay will be calculated in order that it may be reflected in time off in lieu of standby payment.

### **ARTICLE 30 - TECHNOLOGICAL CHANGE**

**30.01** Both parties recognize the overall advantages of technological change. Both parties will therefore encourage and promote technological change and improvements.

With this in view, and recognizing the extensive lead time required for the selection, installation and provision of sophisticated equipment, the Employer agrees to provide as much advance notice as possible to the Union of any major technological change in equipment which would result in changes in the employment status or in this Agreement. In addition, the Employer agrees to consult with the Union with a view to resolving problems which may arise as a result of the introduction of such technological change, and should the parties not agree, the matter shall be referred to arbitration. The imposition of said technological change shall be postponed until an arbitral award is handed down.

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

### **ARTICLE 31 - PAY FOR TRAVEL ON BEHALF OF EMPLOYER**

**31.01** Where an employee is required to travel on behalf of the Employer, he shall be paid:

- (a) when the travel occurs on a regular workday, as though he were at work for all hours traveled;
- (b) when the travel occurs on a day of rest or designated paid holiday, at the applicable overtime rate for all hours traveled, with a minimum of four (4) hours pay at the straight time rate and a maximum of eight (8) hours at the applicable overtime rate.

**31.02** For the purpose of this Article, hours traveled includes a one (1) hour check-in period at airports, bus depots, or train stations, as well as a one (1) hour check-out period at each overnight stopover and at the **final** destination. Hours traveled also include time spent waiting for connecting flights, trains or buses, but is exclusive of overnight stopovers.

**31.03** The Employer will make every reasonable effort to restrict travel outside of Fort Providence that requires absence from home beyond a period which includes two (2) weekends.

- 31.04** Where an employee is absent from home on a designated paid holiday or day of rest and does not work, he shall receive cash payment at time and one-half (1%) his rate of pay.
- 31.05** The above entitlements shall not apply to an apprentice while traveling to or from Trades School on a day of rest or designated paid holiday or while in attendance at Trades School.

**ICL 32 - LAY-OFF AND JOB SECURITY**

- 32.01** Lay-offs will be made, when necessary, on the basis of reverse order of seniority within each classification of work.
- In order to minimize the adverse effects of Lay-off, the Employer will provide retraining when practicable.
- A person ceases to be a lay-off if he is not appointed to a position within twelve (12) months from the date on which he became a lay-off.
- 32.02** Before an employee is laid off:
- (a) each such employee shall be given three (3) months notice in writing of the effective date of his lay-off or pay in lieu thereof;
  - (b) every employee subject to lay-off shall, during the ninety (90) days' period of notice, be granted reasonable leave with pay for the purpose of being interviewed and examined by a prospective Employer and to such additional leave with pay as the Employer considers reasonable for the employee to travel to and from the place where his presence is so required.
- 32.03** 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.
- 32.04** The Employer may retrain employees who would otherwise become redundant as a result of Employer planned termination and such retraining shall commence as soon as possible.
- 32.05** Cooling off Period - 2 Working Days
- An employee who wilfully terminates his employment as a result of a misunderstanding or argument shall be allowed to return to work and remain employed if he does so within one (1) working day.
- An employee shall not be entitled to the benefit of the cooling off period more than once in each twelve (12) month period.
- 32.06** Recall from a lay-off will be made on the basis of seniority within each classification.
- 32.07** The Employer shall give notice of recall personally or by registered mail.
- Where notice of recall is given personally, the Employer shall deliver a letter stating that the employee is recalled. In this instance, notice of recall is deemed to be given when served.
- Where notice of recall is given by registered mail, notice is deemed to be given seven (7) days from the date of mailing.
- 32.08** The employee shall return to work within ten (10) working days of receipt of notice of recall, unless, on reasonable grounds, he is unable to do so. Inability to communicate shall be considered as reasonable grounds.

Severance Pay

**32.09** Lay-Off

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.

**32.10** 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 one **(1)** week pay for the first complete year of continuous employment, one **(1)** week pay for the second complete year of continuous employment and three and one-half **(3%)** days of 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-eight (28)** weeks pay.

**32.11** In the case of an employee who is laid off for a second or subsequent time following the signing of this Agreement the amount of Severance Pay shall be one **(1)** week pay for the first complete year of continuous employment after ~~re-engagement~~ and three and one-half **(3%)** days of pay for each succeeding complete year of continuous employment less any period in respect of which he/she was granted Severance Pay by the Employer from the previous lay-off but the total amount of Severance Pay which may be paid under this Clause shall not exceed **twenty-seven (27)** weeks pay.

**32.12** In no case shall a total in excess of **twenty-eight (28)** weeks Severance Pay be paid, regardless of the number of times an employee is laid off.

**32.13** Resignation

An employee who resigns after four (4) years of continuous employment is entitled to be paid Severance Pay on resignation in accordance with the following formula:

$$\frac{\text{number of years of service} \times \text{weekly rate of pay on resignation}}{2}$$

less any period of continuous employment in respect of which Severance Pay was previously granted, to a maximum of thirteen **(13)** weeks pay.

**32.14** Retirement and Termination for Health Reasons

**(1)** This Clauses shall apply to an employee:

**(a)** who retires from the Fort Providence Housing Association; or

**(b)** whose employment is terminated as a result of a recommendation made to the Employer that the employee was incapable of performing his/her duties because of chronically poor health.

**(2)** When employment terminates for either of the reasons stated in (a) above, the employee shall be paid Severance Pay equal to the product obtained by multiplying his/her weekly rate of pay on termination of employment by the number of completed years of his/her continuous employment divided by two **(2)**, to a maximum of thirty **(30)**, less any period of continuous employment in respect of which Severance Pay was previously granted.

**(3)** When employment terminates for either of the reasons stated in (a), the employee shall have the right to waive his/her entitlement to Severance Pay and, in lieu thereof, be granted an equivalent period of leave with pay.

**32.15** Years of continuous employment for the purpose of Article **32.09** - Article **32.14** (inclusive) only, will commence from April **1, 1988**.

**ARTICLE 33 - STATEMENT OF DUTIES**

- 33.01 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.
- 33.02 Upon written request, an employee shall be given a complete and current statement of duties and responsibilities of his or her position.

**ARTICLE 34 - EMPLOYEE PERFORMANCE REVIEW AND DISCIPLINES**

- 34.01 When a formal review of an employee's performance is made, the employee concerned shall be given the opportunity to discuss then sign the review form in question to indicate that its contents have been read and understood. The employee shall also be given the opportunity to provide written comments to be attached to his performance appraisal and may use the grievance procedure in Article 36 to correct any factual inaccuracies in his performance appraisal.

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.

- 34.02 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.
- 34.03 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 fifteen (15) months has elapsed since the disciplinary action was taken provided that no further disciplinary action of a similar nature has been recorded during this period.
- 34.04 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.
- 34.05 The Employer's representative who assesses an employee's performance must have observed the employee's performance for at least one-half (1/2) of the period for which the employee's performance is evaluated.

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 and give him reasonable time to have his representative present.

Only one file per employee for the purposes of performance evaluation or discipline shall exist.

The Employer agrees that communications between an employee and his representative are privileged and confidential

**ARTICLE 35 - CLASSIFICATION**

- 35.01 During the term of this Agreement, if a new or revised classification standard is implemented by the Employer, the Employer shall before applying the new or revised classification standard, negotiate with the Union the rates of pay and the rules affecting the pay of employees for the classifications affected. If the parties fail to reach agreement within ninety (90) days from the date on which the Employer submits the new or revised standard to the Union, the Employer may apply the new rates of pay and the Union may

refer the matter to arbitration. The arbitrator's decision will be retroactive to the date of application of the new rates.

**ARTICLE 36 -ADJUSTMENT OF DISPUTES**

- 36.01 The Employer and the Union recognize that grievances may arise in each of the following circumstances:
- (a) by the interpretation or application of:
    - (i) a direction or other instrument made or issued by the Employer dealing with terms or conditions of employment; or
    - (ii) a provision of this Collective Agreement or Arbitral Award; and
  - (b) disciplinary action resulting in demotion, suspension, or a financial penalty;
  - (c) dismissal; and
  - (d) letters of discipline placed on personnel file.
- 36.02 If he so desires, an employee may be assisted and represented by the Union when presenting a grievance at any level.
- 36.03 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.
- 36.04 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)
- 36.05 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.
- 36.06 An employee may present a grievance to the first level of the procedure in the manner prescribed in Clause 36.03 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.
- 36.07 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.
- 36.08 An employee or the Union may present a grievance at each succeeding level in the grievance procedure beyond the first level,

- (a) where the decision or settlement is not satisfactory to the **grievor**, within fourteen **(14)** calendar days after that decision or settlement has been conveyed in writing to him by the Employer, or;
  - (b) where the Employer has not conveyed a decision to the **grievor** within the time prescribed in Clause **36.08** within fourteen **(14)** calendar days after the day the reply was due.
- 36.09** 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.
- 36.10** When an employee is dismissed, he shall be 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.
- 36.11** The Union shall have the right to initiate and present a grievance on any matter as per the method outlined in the grievance procedure.
- 36.12** 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.
- 36.13** 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.
- 36.14** 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.
- 36.15** Proceedings under this Article are invalid by reason of any defect of form or any technical irregularity.

Arbitration

- 36.16** Should the grievance not be resolved following Level **2** either party may, by written notice to the other party, refer the matter to arbitration.
- 36.17** Single Arbitrator
- (1) 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.
  - (2) 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.

**36.18** Power of the Arbitrator

- (1) The arbitrator has all of the powers granted to arbitrators under the Canada Labour Code Part I in addition to any powers which are contained in this Agreement.
- (2) 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.
- (3) 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.

- 36.19 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.
- 36.20 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.
- 36.21 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.
- 36.22 In addition to the powers granted to arbitrators under the Provision of the Canada Labour Code Part I the Arbitrator may determine that the employee has been dismissed for other than proper cause and he may:
- (a) direct the Employer to reinstate the employee and pay to the employee a sum equal to his wages lost by reason of his dismissal, or such less sum as in the opinion of the arbitrator is fair and reasonable; or
  - (b) make such order as he considers fair and reasonable having regard to the terms of this Agreement.
- 36.23 The Labour/Management Committee shall have four days to attempt to resolve any matter prior to it being referred to arbitration.

**ARTICLE 37 - NO CONTRACTING OUT**

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

**ARTICLE 38 - LABOUR/MANAGEMENT COMMITTEE**

- 38.01 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.
- 38.02 The Labour/Management Committee shall be comprised of equal representation of the Union and the Employer, with each party choosing their respective representatives.
- 38.03 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.
- 38.04 In matters of Safety and Health, the Committee will follow the following provisions:
- (1) **Right to Refuse Dangerous Work**  
An employee shall have the right to refuse to work in dangerous situations.
    - (a) An employee may refuse to do any particular act or series of acts at work which he has reasonable grounds to believe are dangerous to his health or safety or the health or safety of any other person at the place of employment until sufficient steps have been taken to satisfy him otherwise, or until the NWT Safety Officer or his designated representative has investigated the matter and advised him otherwise.

- (b) No loss of wages or discriminatory action shall be taken against any worker by reason of the fact that he exercised the right conferred upon him in this section. No other employee shall be assigned to use or operate any machine, device, material or thing or perform any part of the work which is being investigated pending resolution of the situation.

(2) First Aid/First Aid Training

The Committee should ensure that employees can obtain the assistance of a first aid attendant easily and rapidly in all workplaces.

The Committee should provide first aid kits in all establishments, including third party premises, keep the said kits in good condition and make them accessible and available to employees at all times.

A list of all first aid attendants and the locations in which they may be found shall be posted in all establishments as determined by the Committee.

(3) First Aid Training

The Employer will encourage employees to take first aid courses and will assume the costs of such courses and also the costs of refresher courses required to maintain the validity of a certificate. Employees taking first aid training shall be granted leave with pay for the duration of the courses.

(4) Transportation of Injured Workers

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

(5) Occupational Health Examinations

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

(b) An employee shall be granted leave with pay to attend the examination and the Employer shall assume the cost of any travel expenses.

(c) All occupational health information, forms and records transmitted or used in connection with these occupational health examinations will be conveyed to the employee involved and maintained in a medical confidential status and retained within the medical community.

(6) The work environment will be monitored and where a problem is perceived by the Committee it shall be investigated and remedied as appropriate.

(7) Protective Clothing and Equipment

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



38.05 The Right to Know

(a) Hazard Identification

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

(b) Information and Investigations Concerning Health Hazards and Work Injuries

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

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

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

(c) Provision of Legislation or Employer's Policies

The Employer shall make available to employees an updated copy of applicable health and safety Legislation and Regulations and Employer's Policies and Standards such as:

(i) Handbook of Occupational Health and Safety (Treasury Board of Canada); or

(ii) Part II Canada Labour Code and Regulations; or

(iii) Territorial Acts; or

(iv) Provincial Legislation.

38.06 Video Display Terminals

The Employer shall not use in the workplace any video display terminal that is not approved by the Canada Standards Association.

38.07 In the event that the premises of the Employer become "smoke-free", the Employer shall provide a designated area in each of the Employer's premises where smoking will be permitted.

Employee Assistance Program

38.08 In matters of the Employee Assistance Program, the Labour/Management Committee shall concern itself with poor work performance resulting from suspected alcohol or drug addiction.

38.09 Should this item of business arise during a Labour/Management Committee meeting, the Committee will deal with the matter confidentially taking into consideration the following provisions:

(a) That alcohol and drug addictions are medical disorders, and

(b) That an employee should be encouraged to remedy a disorder due to an addiction, and

- (c) That benefits normally extended to employees during the time of illness shall be extended to an employee suffering from an addiction at such a time that he or she seeks to correct this disorder, and
- (d) That the decision to undertake treatment is the responsibility of the employee, and
- (e) That the decision to seek treatment will not affect job security.

### **ARTICLE 39 -WEATHER CONDITIONS**

- 39.01 The **Labour/Management** Committee will discuss the matter of weather conditions with a view to establishing a policy whereby employees reporting late to work, not reporting to work, or not being required to perform their outdoor functions will not effect their receiving pay for that day.

### **ARTICLE 40 - DUTY TRAVEL**

- 40.01 An employee who is authorized to travel on Employer business will be reimbursed for reasonable expenses incurred.

40.02 Entitlement

The entitlements set out hereunder are subject to limitations in Clauses 40.05, 40.07 and 40.08. Where the expenses for meals, lodging and other items cannot be kept within the entitlements laid down in this Article, the claimant must explain the circumstances on his claim and justify actual expenses by receipts.

40.03 Transportation

The cost of transportation is authorized as follows:

- (a) economy air (employees may be entitled to travel first class if proof is provided that economy air was not available on a required flight);
- (b) privately owned car (refer to Clause 40.10);
- (c) chartered aircraft;
- (d) first class rail with sleeping car, duplex roomette, or parlour car chair except that coach class should normally be used for short trips;
- (e) rented or hired cars -where this is the most reasonable or economical means of travel. employees renting vehicles are to ensure that the rental charge includes an item for cost of insurance coverage for damage to the vehicle and that there is insurance against all liability.

40.04 Accommodation

- (1) Commercial Accommodation (Not Exceeding Fifteen (15) Calendar Days) - employees will be reimbursed for actual costs of authorized accommodation. Where possible employees shall use hotels which provide special rates for Company employees. When making a reservation with a listed hotel, it should be clearly indicated that the accommodation is for a Company employee in travel status and is to be at the Housing Association agreed rate. Commercial accommodation expenses must be accompanied by receipts.
- (2) Accommodation for periods in excess of Fifteen (15) calendar days - Normally the employee will be expected to make appropriate arrangements for suitable rental accommodation at weekly or monthly rates. This should be arranged prior to the start of the period in travel status or shortly after arrival.

- (3) **Non-Commercial Accommodation** - where employees make private arrangements for overnight accommodation, they may claim \$13.50 for each night. This rate will be adjusted as the Federal rate is changed.
- (4) **Employer Accommodation** - employees on extended trips may be provided with temporary accommodation at the discretion of the Employer. Employees who obtain such lodging are not entitled to the \$13.50 non-commercial accommodation allowance referred to in 40.04(c), and are financially responsible for any damage incurred. Employees provided with this accommodation are not required to pay rent if they are in receipt of a private accommodation allowance or are paying rent at their usual place of residence.

**40.05 Meals and Incidental Expenses**

- (1) Expenses claimed under this heading are for the cost of meals consumed and for such incidental expenses as tips to miscellaneous service personnel, etc. For periods of duty travel not exceeding fifteen (15) calendar days, a per diem rate of \$55.15 will be paid. In the event an employee is in travel status for a part day only, the following amounts may be claimed:

(i) Breakfast	\$11.50
(ii) Lunch	\$10.25
(iii) Dinner	\$31.00
(iv) Incidentals	\$ 6.00

If meals are provided as part of the cost of transportation, they cannot be claimed for by the employee.

The Federal rates shall be used.

NOTE: Where the actual cost of meals and services exceeds the maximum allowance, and where the reason for this excess can be justified, and the expenses supported by receipts (cost of meals is not to be included on hotel bill), the employee will be reimbursed for the actual expense incurred. Where receipts cannot be provided, reimbursement will be made for the meal allowances outlined above.

- (2) Except in communities where housekeeping units or reasonable room and board are not available, when travel status extends beyond fifteen (15) calendar days in one location, the maximum amount claimable for meals shall be reduced to \$15.00 per day inclusive for all days in excess of fifteen (15) calendar days.
- (3) An employee may not be treated as in travel status if he is appointed to the establishment of one headquarters area, but his duties are carried out at another location during the major portion of the time or continuously.
- (4) Where the return trip is made in one day, the amount claimable shall be on the basis of meals only.

**40.06 Other Expenses**

- (1) Employees may be reimbursed for:
  - (a) long distance telephone calls of an official nature providing that an explanation is provided. Where an employee is required to remain absent from his home over a weekend, and has been on continuous travel status for two (2) or more days preceding the weekend, he shall be reimbursed for a personal long distance call not to exceed five (5) minutes (to be supported by receipts where available);

- (b) baggage - for storage and excess baggage charges where this is in the performance of duty and a satisfactory explanation is provided;
- (c) taxis - the use of taxis must be explained except where the purpose is self-evident. Taxis should not be authorized for repeated trips between the same place where convenient public transportation is available.
- (d) laundry - after two (2) consecutive days on duty travel, a maximum of \$2.00 per day for each subsequent day supported by receipts in all cases.
- (e) local phone calls for business purposes.
- (9) payment of casual wages for service personnel where a satisfactory explanation is provided, not to exceed \$50.00.
- (g) Child care expenses - employees may be reimbursed a maximum of \$15.00 per day per child upon provision of receipts, if the employee, due to the requirement to travel on behalf of the Employer, incurs child care expenses which exceed those which would have normally been incurred.

Limitations

40.07 Notwithstanding Clause 40.06(f), no item of "other expenses" or transportation in excess of five dollars (\$5.00) will be reimbursed unless it is supported by a receipt.

40.08 The following expenses will not be allowed:

- (a) purchase of briefcases, fountain pens, tools or any other supplies or equipment;
- (b) rental of television or radio receiving sets, where not included in the charge for lodgings;
- (c) purchases of a personal nature, such as baggage, clothing, etc.
- (d) subject to Clause 40.06(a), telephone, telegraph, cable, or radio messages of a personal nature except in the case of unavoidable delay in arrival home;
- (e) expenses of any kind incurred during stopovers for personal reasons or during periods of leave, with or without pay;
- (9) any losses of money or of personal belongings.

40.09 Procedure

- (1) The Employer shall authorize Duty Travel by signing the Travel Authorization and Expense Claim before the start of the trip.
- (2) This form is to be submitted as a request for an advance of travel expenses where this is required.
- (3) All requests for advances should be submitted at least three (3) working days before the trip commences.
- (4) The form will be returned to the claimant along with the cheque for the advance.
- (5) Within ten (10) days of completing the trip, the employee shall submit his claim for expenses on the pre-authorized form for approval by the Employer along with a personal cheque to cover any amount by which the travel advance exceeds the total of the claim.

- (6) No employee is allowed to have more than one travel advance outstanding at any one time, unless circumstances indicate the need for two. Failure to comply with this regulation will result in automatic payroll deductions being initiated for the total amount of the advance.

**40.10 Travel by Privately Owned Car**

- (1) The Employer will reimburse an employee who, with prior authority, uses a privately owned car for necessary travel on Employer business or on removal.
- (2) The use of a privately owned car shall not be authorized when, because of the additional time involved, commercial transportation would be more reasonable and practicable.
- (3) When the total cost of the trip, including the cost of meals, lodging and incidental expenses exceeds the cost of the same journey by ordinary commercial means, reimbursement shall be limited to the commercial cost.

**40.11 Entitlements**

- (1) Subject to Clauses 40.13 and 40.14, the following entitlements are provided:

(a) where the use of privately owned car is authorized:

- (i) for the Employer's rather than the individual's convenience - an allowance of **40.0** cents per kilometre for travel within the Territories and **34.5** cents per kilometre for travel elsewhere;
- (ii) for the individual's rather than the Employer's convenience - an allowance of **12.5** cents per kilometre.

The Federal rates shall be used.

- (iii) reimbursement for ferry, bridge, road and tunnel tolls and parking charges;
- (iv) other travel expenses where applicable.

**40.12 Limitations**

The following limitations shall apply:

- (a) persons not covered by personal insurance shall not be authorized to use a private car on Employer business;
- (b) the Employer will not pay for any additional cost of insurance which may be required on the employee's car by reason of using it on Employer business;
- (c) the distance allowance for enroute travel shall be calculated:
  - (i) for enroute travel, on distances given in the Canadian Warehousing Official Distance Guide, where these are listed, e.g. Yellowknife to Edmonton - **1,514 km. (938 miles)**;
  - (ii) for other enroute distances, on the generally accepted kilometrages for the most direct route.
- (d) no additional distance allowance will be paid where other employees on duty are carried as passengers.

**40.13** The Employer will not pay any claims for damage, **loss** or liability incurred by an employee while driving an automobile on Employers business other than those claimed under the Workers' Compensation Act.

**40.14** **Procedure**

- (1) The Employer shall authorize distance allowance by signing the Travel Authorization and Expense Claim before the start of the trip.
- (2) Upon completion of the trip, the claim shall:
  - (a) be completed by the employee;
  - (b) be supported by receipts for lodging, etc. (where applicable);
  - (c) show separately details of:
    - (i) enroute kilometrages;
    - (ii) business kilometrages (if any) in lieu of taxis at destination;
  - (d) be submitted to the Employer for approval and payment.

**40.15** **Insurance**

The Employer carries liability insurance covering public liability and property damage for non-owned aircraft. The Employer will not pay any claims for damage, loss or liability while flying an aircraft on Employer business other than those claimed under the Workers' Compensation Act. The Employer only pays for damage caused by the non-owned aircraft and not damage to the aircraft or injury to persons on board the aircraft.

**40.16** **Limitation**

When the total cost of the trip including the cost of meals, lodging and incidental expenses exceeds the cost of the same journey by ordinary commercial means, reimbursement shall be limited to the commercial cost.

**40.17** **Headquarters Travel**

The Employer will reimburse employees for unusual transportation expenses necessarily incurred while carrying out their duties within their headquarters area.

**40.18** **Entitlement**

Subject to the Employer's approval, payment shall be made for transportation in the headquarters area of the employee in the following circumstances:

- (a) for a taxi between home and place of duty where the employee is required to work after normal hours and circumstances such as the combination of late hours, weather and distance make it unreasonable to use his normal means of getting to or from work;
- (b) where transportation is necessary for such reasons, as the carrying of bulky documents or because of the time factor and the method chosen is the most economical under the circumstances.

**40.19** Where a privately owned car is authorized for unusual transportation purposes within the headquarters area, entitlement will be as set out in Clause 40.12.

**40.20 Limitations**

Except with the prior approval of the Employer, no payment shall be made for daily transportation expenses within a headquarters area between the home of an employee and his place of duty.

**40.21** Entitlements under this Article will be increased in Accordance with improvements to the GNWT Collective Agreement.

**ARTICLE 41 H OTERI LEAVE FOR TRAINING PURPOSES**

**41.01** Full financial assistance in respect of salary, tuition, traveling, and other expenses shall be granted during a short term leave for training purposes:

- (a) where the employee has become technically obsolete and requires retraining to satisfactorily carry out the work assigned to him; or
- (b) where the courses are required to keep the employee abreast of new knowledge and techniques in his field of work; or
- (c) where qualified persons cannot be recruited to carry out essential work and it is necessary to train present employees.

**41.02** The Employer will grant full financial assistance for courses of up to four (4) weeks duration and will grant partial financial assistance for courses of a duration of more than for (4) weeks.

**41.03** When an employee provides the Employer with evidence that he has successfully completed a course the Employer shall reimburse the employee for tuition fees paid by him with respect to the course if the course is of value to the employees work, does not require him to absent from duty and has the prior approval of the Employer.

**41.04** Where a request for leave under Clause **40.01** and **40.02** has been submitted by an employee, the Employer shall, within sixty (60) calendar days from the date of the employee's submission, advise the employee whether his request has been approved or denied.

**ARTICLE 42 - CIVIL LIABILITY**

**42.01** 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; and
- (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 or gross neglect of his duty as an employee; and

- (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 43 -SUSPENSION AND DISCIPLINE**

- 43.01** The Employer shall have the right to suspend with or without pay and/or discharge an employee for just and sufficient cause. Prior to suspending or discharging an employee, the Employer shall examine all mitigating factors.
- 43.02** 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.
- 43.03** The Employer shall notify the local representative of the Union that such suspension or discharge has occurred or is to occur.
- 43.04** When employees are required to attend a meeting where a disciplinary decision concerning them is to be taken by the Employer, or a representative of the Employer, the employees are entitled to have, at their request, a representative of the Union attend the meeting.
- 43.05** 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:
- (1) 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.
  - (2) Failing a suitable resolution through the Labour/Management Committee, in addition to the normal grievance and arbitration procedure in Article 36, 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.
- 43.06** The parties will mutually agree to names of Arbitrators to be used in provisional arbitration cases. Attempts will be made to utilize northern arbitrators whenever possible.
- 43.07** The "provisional arbitration" will be heard in the Hamlet of Fort Providence unless in the interest of expediency a different location is mutually agreed upon.
- 43.08** 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 36.
- 43.09** 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.
- 43.10** Should the "provisional arbitrator" decide to reinstate an employee, and the arbitrator in the ultimate arbitration hearing provided for in Article 36 decide against the employee, the employee shall not be ordered nor required to pay back any amount of money.



**ARTICLE 14 - VACANCIES, JOB POSTING, PROMOTIONS, AND TRANSFERS**

- 44.01** Every vacancy for positions expected to be of more than six (6) months' duration and every newly-created position shall be posted on the Union notice Board. The job posting shall state the job classification, rate of pay, and required qualifications of the job. An Employee who wishes to apply for a position so posted shall do so on or before the closing date as advertised on the posting.
- 44.02** Seniority shall be the 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.
- (1)** 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.
  - (2)** Within the one (1) month familiarization period as specified in (1) above, the employee may notify the Employer of his desire to revert to his former position. The Employer shall facilitate this request within a reasonable period of time.
  - (3)** At the end of the one (1) month familiarization period as specified in (1) above, the Employer may determine that the employee is unsuitable for this position and in this instance may return the employee to his previous position.
- 44.03** 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.
- 44.04** No employee shall be transferred to another position within the bargaining unit without his consent.
- 44.05** New employees shall not be hired when there are employees on lay-off who are qualified and willing to perform the job.

**ARTICLE 45 - INSURANCE BENEFITS**

- 45.01** The Employer shall provide the following benefits:
- (a)** registered retirement savings plan (the Employer will make 5% matching contributions into a plan accessible by the employees),
  - (b)** group insurance plan,
  - (c)** life insurance,
  - (d)** accident insurance,
  - (e)** long term disability insurance (premiums are to be shared between Employer and employee)
  - (f)** short term disability insurance (premiums are to be shared between Employer and employee) and;
  - (g)** dental care insurance, optional to the Employee if he so chooses (premiums are to be cost shared between Employer and Employee).

**ARTICLE 46 - TRADES**

**46.01 Wash-up Time**

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

**46.02 Work Clothing and Protective Equipment**

The following Articles shall be provided to each maintenance employee at no cost:

- (a) two (2) pairs of summer coveralls
- (b) two (2) pairs of winter coveralls
- (c) one (1) pair of summer safety boots
- (d) hard hats
- (e) gloves
- (9) insulated winter safety boots

These articles shall be replaced by the Employer when they are presented as worn or damaged.

**46.03** The Employer will ensure that the following articles are provided in the shop for the use of employees as required:

- (a) aprons
- (b) welding goggles - to be provided as it becomes necessary
- (c) dust protection
- (d) eye protection
- (e) ear protection

**46.04 Adverse Weather Conditions**

Except in emergency conditions, the Employer shall not require an employee to work outside under extreme weather conditions.

**46.05 Compensation for Tools and Equipment**

The Employer agrees to replace worn out tools used and owned by Journeymen and Apprentices in the regular performance of their work. Whenever replacement is made, the new tool will be of a similar quality as the initial tool. In situations where highly specialized tools not normally associated with a Journeyman's tool kit are required, they will be provided by the Employer, who will retain ownership of them. The Employer shall assist employees in the purchase of tools and equipment used in the performance of their duties to the extent that employees shall be able to purchase these tools and equipment through the Employer and at the Employers cost price. The Employer will continue the current practice of providing shop tools.

**46.06** Should an employee be required to plug a vehicle into his residence during stand-by, he will be paid the actual costs of electricity used.

The Labour/Management committee will decide upon the actual per kilowatt hour usage and ensure that the appropriate energy conservation measures are taken.

**ARTICLE 47 - APPRENTICES**

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

- (1) 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.
- (2) The recognized Apprenticeship Training Programs shall be those listed in the "Apprentice Training Schedule" pursuant to the Apprentices and Tradesmen Act.
- (3) 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.
- (4) 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%
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- (5) The Employer will pay the following expenses of the apprentice while attending trade courses:
  - (a) one hundred (100%) percent of current wages. The employee will apply for Employment Insurance for the period that he is on course, and will refund monies received by the Canada Employment and Immigration Center to the Employer.
  - (b) The mileage expense specified in the duty travel Article of this Collective Agreement for the purpose of traveling to and from trades school.
  - (c) The tool deposit required while at trade school.

- (6) Apprentices shall be entitled to the benefits, terms and conditions of employment of this collective agreement while working and while on course.
- (7) 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.

**ARTICLE 48 - ( FC PREVIOUS EXPERIENCE**

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

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

**ARTICLE 49 - UTILITY ALLOWANCE**

**49.01** All employees shall receive a utility allowance of one hundred dollars (\$100.00) per month.

**ARTICLE 50 - HOUSING ALLOWANCE**

- 50.01** Employees maintaining and living in privately owned housing shall receive a Housing Allowance of four hundred and fifty dollars (\$450.00) per month.
- 50.02** Employees living in public housing shall receive the housing allowance when their rent reaches the "economic rent" level.

**ARTICLE 51 -SETTLEMENT ALLOWANCE**

- 51.01** The Employer agrees to pay to each employee a settlement allowance of \$1492.00 (one thousand four hundred and ninety ~~two~~).
- 51.02** Settlement Allowance will be paid to all employees.
- 51.03** Full time employees will receive a settlement allowance in equal amounts on a biweekly basis. Casual, part-time, and seasonal employees may be paid the settlement allowance prorated to an hourly rate.
- 51.04** The amount of settlement allowance shall be clearly identified on the employees pay stub.

**ARTICLE 52 -WAGE RATES**

**52.01** Wage rates shall be as according to Appendix A of this Agreement.

**ARTICLE 53 - EFFECTIVE DATE**

**53.01** The terms and conditions of this Agreement will be effective April █ 1999.



**ARTICLE 54 - RE-OPENER OF AGREEMENT AND MUTUAL DISCU**

**54.01 Re-Opener of Agreement**

This Agreement may be amended by mutual consent.

**54.02 Mutual Discussions**

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 55 - DURATION AND RENEWAL**

**55.01** The term of this Agreement shall be from April 1, 1999 to March 31, 2000.

**55.02** Notwithstanding the preceding, the provisions of this Agreement, including the provisions for the adjustments of disputes in Article 36, shall remain in effect during the negotiations for its renewal and until a new Agreement becomes effective.

**55.03** Within three (3) months preceding the termination of this Agreement, either party may, by written notice, require the other party to commence bargaining collectively with a view to the conclusion, renewal or revision of the Collective Agreement.

**55.04** Where notice to commence collective bargaining has been given under Clause 55.03, the Employer shall not without consent by or on behalf of the employees affected, increase or decrease salaries or alter any other term or condition of employment of employees in the Bargaining Unit which was in force on the day on which the notice was given until a renewal or revision of the Agreement, or a new Collective Agreement has been concluded, or an arbitral award has been handed down in accordance with Section 50 of the Canada Labour Code.

**APPENDIX "A" - RATES OF PAY**

Effective April 1, 1999

Administration(Based on 37.5 hours per week)							
		1	2	3	4	5	6
Finance Clerk	100%	\$37,337.65	\$39,591.62	\$40,977.80	\$42,444.94	\$44,030.74	\$46,251.96
Clerk/Typist	100%	\$30,043.66	\$30,901.72	\$31,806.29	\$32,764.97	\$33,759.37	\$34,799.20

Maintenance(Based on 40 hours per week)							
		1	2	3	4	5	6
Plumber		\$51,223.05	\$53,011.50	\$54,848.85			
Oil Burner Mechanic/ Warehouseman		\$49,990.27	\$51,736.39	\$54,031.58			
Housing Maintenance/ Serviceman		\$45,234.05	\$46,739.65	\$48,563.74			
Caretaker		\$30,929.15	\$31,902.15	\$32,916.86	\$34,425.77	\$35,096.76	\$36,267.41
Janitor		\$14.88/hour					

Foreman - Housing Maintenance Serviceman Rate plus \$500.00 per employee supervised.

**SIGNING BONUS:**

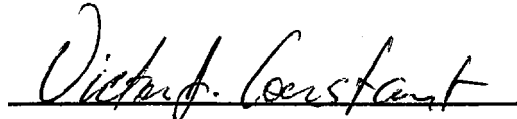
A signing bonus of four hundred (\$400.00) dollars will be given to all Maintenance employees.

A signing bonus of six hundred (\$600.00) dollars will be given to all Administration employees.

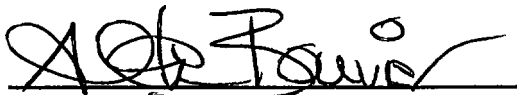
**NOTES:**

- I Journeyman Trades Certificate or a Certificate of Ability may be required for positions classified in these groups.
- II Salary placement will be allocated by application of the following criterion only:
  - (a) Pay Step Three (3) - employees possessing a valid certificate of ability recognized in the Northwest Territories
  - (b) Pay Step One (1) and Two (2) - employees not possessing a valid recognized certificate of ability but deemed by the Employer to have attained a level of proficiency, by virtue of experience, below that required to obtain a certificate of ability.
  - (c) All employees shall receive an automatic increment level increase on their anniversary date of employment until they reach the sixth level.

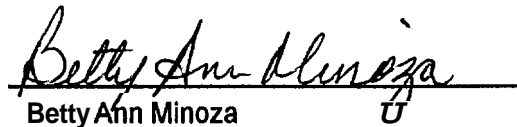
On behalf of Fort Providence  
Housing Association



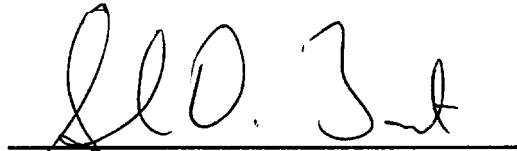
Victor Constant  
Chairperson



Allen Bouvier  
Manager

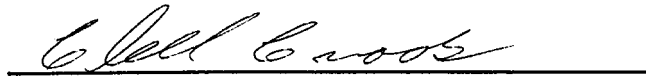


Betty Ann Minoza  
Committee

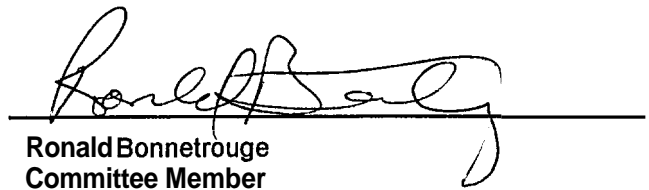


Glenn Tait  
Negotiator

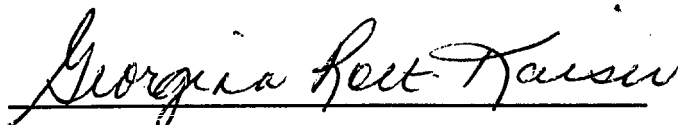
On behalf of the Public Service Alliance of  
Canada



Clell Crook  
Committee Member



Ronald Bonnetrouge  
Committee Member



Georgina Rolt-Kaiser  
Negotiator



Jean Francois Des Lauriers  
Regional Executive Vice President North - PSAC