

SOURCE	C.P.		
EFF.	98	04	01
TERM.	2000	03	30
No. OF EMPLOYEES	10		
NOMBRE D'EMPLOYÉS	10		

COLLECTIVE AGREEMENT

BETWEEN

THE UNION OF NORTHERN WORKERS

AND

THE ARVIAT HOUSING ASSOCIATION

Effective: April 1, 1998

Expires: March 30, 2000

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

RECEIVED
 JUL 27 1999

[Faint handwritten text]

[Faint handwritten text]

[Faint handwritten text]

12260 (01)

Numerical Index

ARTICLE 1 - PURPOSE OF AGREEMENT	1
ARTICLE 2 - INTERPRETATION AND DEFINITIONS	1
ARTICLE 3 - RECOGNITION	8
ARTICLE 4 - APPLICATION	9
ARTICLE 5 - FUTURE LEGISLATION	9
ARTICLE 6 - STRIKES AND LOCKOUTS	10
ARTICLE 7 - MANAGERIAL RESPONSIBILITIES	11
ARTICLE 8 - EMPLOYER DIRECTIVES	11
ARTICLE 9 - UNION ACCESS TO EMPLOYER PREMISES	11
ARTICLE 10 - APPOINTMENT OF REPRESENTATIVES	12
ARTICLE 11 - TIME OFF FOR UNION BUSINESS	12
ARTICLE 12 - CHECK OFF	16
ARTICLE 13 - INFORMATION	18
ARTICLE 14 - SENIORITY	19
ARTICLE 15 - PROVISION OF BULLETIN BOARD SPACE AND OTHER FACILITIES	20
ARTICLE 16 - DESIGNATED PAID HOLIDAYS	21
ARTICLE 17 - LEAVE - GENERAL	23
ARTICLE 18 - VACATION LEAVE	25
ARTICLE 19 - SPECIAL LEAVE	31
ARTICLE 20 - SICK LEAVE	35

ARTICLE 21 - OTHER TYPES OF LEAVE	38
ARTICLE 22 - HOURS OF WORK	47
ARTICLE 23 - OVERTIME	48
ARTICLE 24 - PAY	50
ARTICLE 25 - REPORTING PAY	55
ARTICLE 26 - CALL-BACK PAY	56
ARTICLE 27 - TERM POSITIONS	56
ARTICLE 28 - STANDBY	57
ARTICLE 29 - TECHNOLOGICAL CHANGE	58
ARTICLE 30 - PAY FOR TRAVEL ON BEHALF OF EMPLOYER . . .	59
ARTICLE 31 - SEVERANCE PAY	61
ARTICLE 32 - LAY-OFF AND JOB SECURITY	63
ARTICLE 33 - STATEMENT OF DUTIES	65
ARTICLE 34 - EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES	65
ARTICLE 35 - CLASSIFICATION	68
ARTICLE 36 - ADJUSTMENT OF DISPUTES	68
ARTICLE 37 - NO CONTRACTING OUT	75
ARTICLE 38 - LABOUR/MANAGEMENT COMMITTEE	75
ARTICLE 39 - CASUAL EMPLOYEES	81
ARTICLE 40 - ULTIMATE REMOVAL ASSISTANCE	82
ARTICLE 41 - SAFETY AND HEALTH	82
ARTICLE 42 - CIVIL LIABILITY	83
ARTICLE 43 - SUSPENSION AND DISCIPLINE	84

ARTICLE 44 - VACANCIES: JOB POSTINGS PROMOTIONS AND TRANSFERS	85
ARTICLE 45 - BENEFITS	86
ARTICLE 46 - PROMOTIONAL OPPORTUNITIES	87
ARTICLE 47 - TRADES	87
ARTICLE 48 - APPRENTICES AND TRAINEES	88
ARTICLE 49 - TOOLS	91
ARTICLE 50 - SETTLEMENT ALLOWANCE	91
ARTICLE 51 - CREDIT FOR PREVIOUS EXPERIENCE.,	92
ARTICLE 52 - HOUSING ALLOWANCE	92
ARTICLE 53 - HOUSEHOLD ALLOWANCE	92
ARTICLE 54 - EDUCATION AND TRAINING	93
ARTICLE 55 - JOB SHARE	93
ARTICLE 56 - RE-OPENER OF AGREEMENT AND MUTUAL DISCUSSIONS	95
ARTICLE 57 - DURATION AND RENEWAL	96
APPENDIX "A" - RATES OF PAY	100

Alphabetical Index

ADJUSTMENT OF DISPUTES	68
APPENDIX "A" - RATES OF PAY	100
APPLICATION	9
'APPOINTMENT OF REPRESENTATIVES	12
APPRENTICES AND TRAINEES	88
BENEFITS	86
CALL-BACKPAY	56
CASUAL EMPLOYEES	81
CHECKOFF	16
CIVIL LIABILITY	83
CLASSIFICATION	68
CREDIT FOR PREVIOUS EXPERIENCE	92
DESIGNATED PAID HOLIDAYS.....	21
DURATION AND RENEWAL	96
EDUCATION AND TRAINING	93
EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES ..	65
EMPLOYER DIRECTIVES	11
FUTURE LEGISLATION	9
HOURS OF WORK	47
HOUSEHOLD ALLOWANCE	92
HOUSING ALLOWANCE	92
INFORMATION	18

INTERPRETATION AND DEFINITIONS	1
JOB SHARE	93
LABOUR/MANAGEMENT COMMITTEE	75
LAY-OFF AND JOB SECURITY	63
LEAVE -GENERAL	23
'MANAGERIAL RESPONSIBILITIES	11
NO CONTRACTING OUT	75
OTHER TYPES OF LEAVE	38
OVERTIME	48
PAY	50
PAY FOR TRAVEL ON BEHALF OF EMPLOYER	59
PROMOTIONAL OPPORTUNITIES	87
PROVISION OF BULLETIN BOARD SPACE AND OTHER FACILITIES	20
PURPOSE OF AGREEMENT	1
RE-OPENER OF AGREEMENT AND MUTUAL DISCUSSIONS ...	95
RECOGNITION	8
REPORTING PAY	55
SAFETY AND HEALTH	82
SENIORITY	19
SETTLEMENT ALLOWANCE	91
SEVERANCE PAY	61
SICK LEAVE	35
SPECIAL LEAVE	31

STANDBY	57
STATEMENT OF DUTIES	65
STRIKES AND LOCKOUTS	10
SUSPENSION AND DISCIPLINE	84
TECHNOLOGICAL CHANGE	58
TERM POSITIONS	56
TIME OFF FOR UNION BUSINESS	12
TOOLS	91
TRADES	87
ULTIMATE REMOVAL ASSISTANCE	82
UNION ACCESS TO EMPLOYER PREMISES	11
VACANCIES, JOB POSTINGS, PROMOTIONS AND TRANSFERS	85
VACATION LEAVE	25

ARTICLE 1 - PURPOSE OF AGREEMENT

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

ARTICLE 2 - INTERPRETATION AND DEFINITIONS

- 2.01 For the purpose of this Agreement:
- (a) "Alliance" means the Public Service Alliance of Canada;

- (b) "Allowance" means compensation payable to an employee in addition to his regular remuneration payable for the performance of the duties of his position.
- (c) "Bargaining Unit" means all employee of the Employer except the Secretary Manager.
- (d) "Casual Employee" means a person employed by the Employer for a period not to exceed four (4) months. A casual employee is a member of the Bargaining Unit. If the casual employment exceeds four (4) months the employee shall be considered a term employee and shall be entitled to all benefits in this Collective Agreement retroactive back to the original date of hire.
- (e) "Committee" means the Labour Management Committee;
- (9) A "common-law spouse" relationship is said to exist when, for a continuous period of at least one year, an employee has lived with a person, and lives and intends to continue to live with that person as if that person were their spouse.
- (g) (i) "Continuous Employment" and "Continuous Service" means uninterrupted employment with the Housing Association;

- (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 superannuation, sick leave, severance pay and vacation leave and vacation travel benefits shall be considered as continuous employment.
- (h) "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.
- (i) "Demotion means the appointment of an employee for reasons of misconduct, incompetence, to a new position for which the maximum pay is less than that of his former position.

- (j) "Dependant" means a person who is the employee's spouse (including common-law), child, stepchild, adopted child, foster child who is under twenty-one years of age or more and dependant upon him/her for support or being twenty-one years of age or more and dependant upon him/her by reason of full-time attendance at an educational institution or mental or physical infirmity or any other relative of the employee's household who is wholly dependent upon him/her for support by reason of mental or physical infirmity;
- (k) "Employee" means a member of the Bargaining Unit.
- (l) "Employer" means the Board of Directors of the Arviat Housing Association;
- (m) "Fiscal Year" means the period of time from April 1, in one year to March 31, in the following year;
- (n) "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.
- (o) "Holiday" means the twenty-four (24) hour period commencing at 12:01 AM of a day designated as a paid holiday in this Agreement.

- (p) "Lay-Off" means an employee whose employment has been terminated because of lack of work or lack of funding or discontinuance of a function.
- (q) "Leave of Absence" means absence from duty with the Employer's permission.
- (r) "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, or insurance premium;
- (s) "Overtime" means work performed by an employee in excess of or outside of his regularly scheduled hours of work.
- (t) "Probation" means a period of six **(6)** months from the day upon which an employee is first appointed to the Housing Association or a period of four **(4)** months after an employee has been transferred or promoted. If an employee does not successfully complete his probationary period on transfer or promotion he shall be returned to the position held before the transfer or promotion or, by mutual consent of the employee and the Employer, to a position at an equivalent classification and pay level.

- (u) "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) 4 percent of the maximum rate of pay of the former position where the new position has only one rate of pay.
- (v) "Rates of Pay"
 - (i) "daily rate of pay" means an employee's hourly rate of pay multiplied by the employee's daily hours of work as set out in Article 22;
 - (ii) "weekly rate of pay" means an employee's daily rate of pay multiplied by five (5);
 - (iii) "annual rate of pay" means an employee's weekly rate of pay multiplied by 52.176;
 - (iv) "monthly rate of pay" means an employee's annual rate of pay divided by twelve (12).

- (w) "Representative" means an employee who has been elected or appointed as an area steward or who represents the Union at meetings with management and who is authorized to represent the Union.
- (x) "Seniority" means length of service with the Employer;
- (y) "Transfer" means the appointment of an employee to a new position, that does not constitute a promotion or demotion.
- (z) "Union" means the Public Service Alliance of Canada as represented by its agent the Union of Northern Workers.
- (aa) "Week" for the purposes of this Agreement shall be deemed to commence at 12:01 AM on Monday and terminate at midnight on **Sunday**;
- (bb) "Abandonment of Position" means an employee who abandons his position when he is absent for more than five (5) consecutive working days, and he has not, directly or indirectly, contacted the Manager. An employee who abandons his position is terminated.

2.02 Except as otherwise provided in this Agreement, expressions used in this Agreement:

(a) 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 "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.

Discrimination

3.02 The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practised 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.

3.03 The Employer shall make every reasonable effort to find alternate employment for an employee who becomes mentally and/or physically disabled,

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 prorated according to hours worked.
- 4.03 Feminine, masculine, singular, and plural pronouns used in this Agreement shall **be** interchangeable in the interpretation of this Agreement except where specifically precluded by the context.
- 4.04 The Union and the Employer shall share equally in the costs associated with the printing and distribution of the Collective Agreement. The Union will facilitate said printing and distribution.

ARTICLE 5 - FUTURE LEGISLATION

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

Conflict of Provisions

- 5.02 Where there is any conflict between the provisions of this Agreement and any regulation, direction or other instrument dealing with terms and conditions of employment issued by the Employer, the provisions of the Agreement shall prevail, unless the Employer is compelled by law to issue and enforce such regulation, direction or other instrument.

ARTICLE 6 - STRIKES AND LOCKOUTS

- 6.01 There shall be no lockout by the Employer and no work interruption or impeding of work, work stoppage, strike, sit-down, slow-down, or any other interference with production by any employee or employees during the term of this Collective Agreement.
- 6.02 No employee shall be required to cross any picket line at a place of work. No employee shall suffer a loss of pay or benefits as a result of a refusal to cross any picket line at a place of work.

ARTICLE 7 - MANAGERIAL RESPONSIBILITIES

- 7.01 Except to the extent provided in the Agreement, this Agreement in no way restricts the Housing Association in the management and the direction of its working force, Management shall exercise **its** right in a manner which is fair, reasonable, **and** consistent with 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 The Employer shall permit access to its work premises of an accredited representative of the Union.

**ARTICLE 10 - APPOINTMENT OF
REPRESENTATIVES**

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

ARTICLE 11 - TIME OFF FOR UNION BUSINESS

Arbitration Hearings

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

Employee who acts as a Representative

- (b) The Employer will grant leave with pay to the Representative of an employee who is a party to the grievance.

Employee called as a Witness

- (c) Where an employee and his representative are involved in the process of his or her grievance they shall be granted time off with pay.

- 11.02 Where an employee and his representative are involved in the process of his or her grievance they shall be granted time off with pay.

Contract Negotiations Meetings

- 11.03 The Employer will grant leave without loss of pay for two (2) employees for the purpose of attending contract negotiations on behalf of the Union for the duration of such negotiations.

Preparatory Contract Negotiations Meetings

- 11.04 The Employer may grant leave with pay to a reasonable number of employees to attend preparatory negotiations meetings.

Meetings Between Employee Organizations and Management

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

Employee Organization Executive Council Meetings, Congress and Conventions

- 11.06 The Employer will grant leave without pay to employees to attend executive council meetings and conventions of the Alliance, the Union, the Canadian Labour Congress, and the NWT Federation of Labour.

Representatives Training Course

- 11.07 The Employer will grant leave without pay to employees who exercise the authority of a Representative on behalf of the Union to undertake training related to the duties of a Representative.

Time off for Representatives

- 11.08 (a) A Representative shall inform his immediate supervisor before leaving his work to investigate a grievance, to meet with local management *for* the purpose of dealing with grievances and to attend meetings called by management.
- (b) The Representative shall make every reasonable effort to report back to his supervisor before resuming his normal duties,
- 11.09 The Employer will grant leave without pay for one (1) employee:
- (a) to participate as a delegate to constitutional conferences or other similar forums mandated by territorial legislation; and

- (b) to present briefs to commissions, boards and hearings that are mandated by territorial legislation or the Federal Government and whose area of interest is of concern to organized labour.
- 11.10 Employees elected as President, 1st Vice-President, 2nd Vice-president and Regional Vice-President of the Union shall be granted leave without pay for the term of office. During the period of leave without pay such employees shall maintain all accumulated rights and benefits to which they are entitled under the Agreement.
- 11.11 The Employer shall continue to pay such employees their applicable salary in accordance with the terms of the Agreement. Upon invoice by the Employer, the Union shall reimburse the Employer for the amounts so paid.
- 11.12 The benefits of any group shall be extended to such employees and the Union shall reimburse the Employer for such costs involved.
- 11.13 Such employees shall be entitled to an increment for each year of their leave without pay to a maximum of step six in their classification.
- 11.14 Such employees shall advise the Employer as soon as possible when an extension of the leave without pay is applicable due to re-election.

- 11.15 Upon termination of their leave without pay such employee shall be offered, as a minimum, the position they held with the Employer before they commenced the leave without pay. When such employees wish to invoke this clause, they shall provide the Employer with a three month notice of their intent to do so.
- 11.16 Notwithstanding clause 11.16, the Employer may make an offer of employment to employees to a position inside the Bargaining Unit should such employee bid on a competition and be the successful candidate.
- 11.17 Employees on leave without pay under this clause shall not accumulate seniority.
- 11.18 Upon reasonable notification, the Employer shall grant leave without pay to the Union representative seconded, for a minimum period of one week, to serve as president of the Union on a temporary basis.

ARTICLE 12 - CHECK OFF

- 12.01 The Employer will, as a condition of employment, deduct an amount equal to the amount of membership dues 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.
- 12.04 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 particular identifying each employee and the deductions made on his behalf.
- 12.06 The Employer may agree to make deductions for other purposes on the basis of the production of appropriate documentation.
- 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 Union dues deducted for the preceding year.

ARTICLE 13 - INFORMATION

- 13.01 The Employer agrees to provide the Union on a monthly basis, with information concerning the identification of each member in the Bargaining Unit. This information shall consist of employees' name, address, job title, employment status, rate of pay, and social insurance number.

The Employer shall indicate which employees have been recruited or transferred, those employees who are on leave without pay, and those employees who have been struck off strength during the period reported.

- 13.02 The Employer shall make available to each employee a copy of the Collective Agreement.
- 13.03 The Employer agrees to make available to each new member of the Bargaining Unit a copy of the Collective Agreement upon his appointment.
- 13.04 The Employer shall provide the Union with a report of all newly created position, including those excluded from the bargaining Unit.

- 13.05 Upon request, the Employer and the Union shall share the cost of providing an Inuktitut version of this agreement. In the event of any disagreement concerning a proper interpretation of any provision of this Agreement, the English version shall govern.

ARTICLE 14 - SENIORITY

- 14.01 Seniority is defined as the length of service with the Employer, and shall be applied on a bargaining Unit wide basis.
- 14.02 A newly hired employee shall be on probation for a period of six (6) months. An employee shall be on probation for a period of four (4) months when an employee has been promoted or transferred. 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 months.

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

- 15.01 The Employer shall provide bulletin board space in the Housing Association Office and the Housing Association Shop clearly identified for exclusive Union use.
- 15.02 The Employer shall upon availability, 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 conducting of business relating to the Bargaining Unit.
- 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 an employee orientation presentation of **up to** fifteen minutes. There shall be no disciplinary action taken against the employees if the orientation exceeds fifteen minutes. The representative of the Union shall be granted leave with pay.

ARTICLE 16 - DESIGNATED PAID HOLIDAYS

- 16.01 (1) 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) Nunavut Day
 - (g) Civic Holiday, The first Monday in August
 - (h) Labour Day;
 - (i) Thanksgiving Day;
 - (j) Remembrance Day;
 - (k) Christmas Day
 - (l) Boxing Day
 - (m) Hamlet Day
 - (n) One additional day when proclaimed by an act of parliament as a national holiday;
- (2) A paid holiday shall also be granted to all employees on any special day proclaimed by the Government of Canada, the Commissioner of the NWT.
- (3) Employees shall have the option of selecting alternative days to use as designated paid holidays, if a majority of the employees and the Housing Association Board agree to the selected change.

- 16.02 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.

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.
- 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 An employee who is required to work on a Designate Paid Holiday as part of his/her regularly scheduled hours of duty or as overtime when he/she is not scheduled to work he/she shall be paid in addition to the pay that he/she would have granted had he/she not worked on the holiday:

- (a) twice (2) his/her hourly rate of pay for all hours worked.
 - (b) an equivalent combination of cash and a day of leave at a later date convenient to both the employee and the Employer.
- 16.06 Where a day that is a designated holiday for an employee falls within a period of leave with pay, the holiday shall not count as a day of leave.
- 16.07 An employee shall not be required to work both Christmas and New Years, unless an emergency requires it.
- 16.08 An Employee who is not required to work on a general holiday shall not be required to work on another day that would otherwise be a non-working day in the week in which the holiday occurs, unless he is paid at a rate at least equal to double his regular rate of wages for the time worked by him on that day.

ARTICLE 17 - LEAVE - GENERAL

- 17.01 When the employment of an employee who has been granted more vacation, sick leave or special leave with pay than he has earned is terminated due to death or lay-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 31st day of March.
- 17.04 When the Employer rejects an employee's application for leave, the reasons for the rejection shall be provided to the employee in writing.
- 17.05 An employee's request for any leave shall be responded to by the Secretary Manager, or their designate, as soon as the Secretary Manager, or their designate, can practically do so. But in any case shall be responded to within *two (2) weeks of application*.
- 17.06 If, at the end of the fiscal year, an employee's entitlement to Vacation Leave with pay includes a fractional entitlement of less or more than one half day, the entitlement shall be increased as follows:
- (a) to a half day if the fractional entitlement is less than one-half day.

- (b) to a full day if the fractional entitlement is more than one-half day.

ARTICLE 18 - VACATION LEAVE

Accumulation of Vacation Leave

- 18.01 (1) For each month of a fiscal year in which an employee receives pay for at least ten (10) days, 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 (2nd) 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 nine (9) 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 nine (9) years of continuous service and ending in the month that fifteen (15) years of continuous service is completed.

(d) two and one-half **(2%)** days each month commencing in the month after the completion of fifteen **(15)** years of continuous service.

(2) The accumulated service for part-time employees shall be counted for the improved vacation leave entitlement in paragraphs **(b)**, **(c)**, and **(d)** of section **(1)** of this clause,

Granting of Vacation Leave

- 18.02 (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) (i) 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

(ii) Recognize 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 the employee gives the Employer reasonable advance notice,

(2) The Employer shall reply to the request for vacation leave submitted by the employee within two (2) weeks of the request being received. Where the Employer has proposed to change, reduce or deny the vacation leave requested by the employee, the Employer shall provide the employee with the reasons, in writing, for such change, reduction or denial of vacation leave, and such change, reduction or denial shall be subject to the grievance procedure of this agreement.

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; or
- (b) is granted special leave with pay because of illness in the immediate family; 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 of requested by the employee and approved by the Employer or reinstated for use at a later date.

- .18.04 In the event that an employee returns to work later than anticipated due to a delay of the aircraft, weather conditions, or mechanical failure of land travel vehicles, additional vacation leave days earned by not used shall be granted to the employee.
- 18.05 Employees are not permitted to carry over more vacation leave credits than can be earned in *one* (1) fiscal year. Vacation leave credits exceeding one (1) years entitlement will be liquidated in cash at the end of the fiscal year. An employee may opt to liquidate vacation leave credits in cash at any time.
- 18.06 Due to emergency operational requirements the Employer may alter an employees vacation period unless.
 - (i) The employee has made non-refundable deposits in view of his vacation or;
 - (ii) The employee's spouse has arranged a vacation period which coincides with the employee.

Leave When Employment Terminates

- 18.07** Where an employee dies or otherwise terminates his employment:
- (a) The employee or his estate shall, in lieu of earned but unused vacation leave, be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave by the daily rate of pay applicable to the employee immediately prior to the termination of his employment, or
 - (b) The Employer shall grant the employee any vacation leave earned but not used by him before the employment is terminated by lay-off if the employee so requests because of a requirement to meet the minimum service requirements for severance pay. **This** request shall be made as far in advance as *is* possible.
 - (c) 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 four pay periods. Adequate notice must be given by the employee.
- 18.08** An employee whose employment is terminated by reason of a declaration that he abandoned his position is entitled to receive payment for any

earned but unused vacation leave. If after reasonable efforts, the Employer is unable to locate the employee within six (6) months of termination, his entitlement shall lapse,

Vacation Travel Assistance

18.09 All employees who take their vacation and travel by air shall receive \$1350 for themselves and their dependants over the age of two, to a maximum of \$6000 per employee, as travel assistance. This payment shall be made once per fiscal year.

Employees who do not travel by air on their vacation shall receive \$500 for themselves and their dependants over the age of two as travel assistance. This payment shall be made once per fiscal year.

18.10 Employees will, upon application for travel assistance, be issued with a cheque in the amount of their entitlement. Their entitlement shall be issued on a separate cheque.

Travel Time

18.11 Vacations shall be lengthened by two (2) work days for the purposes of travel time, and monies from these two (2) days shall be paid prior to the employees vacation period.

ARTICLE 19 - SPECIAL LEAVE

Credits

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

- (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 her received pay for less than ten (10) days.

As credits are used, they may continue to be earned.

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, adoptive child, step child, foster child, father-in-law, mother-in-law, grandchildren, grandparents, son-in-law, daughter-in-law, 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 five **(5)** consecutive working days:

- (a) when there is a death in the employee's immediate family;
 - (b) where a member of the immediate family residing outside the employee's community of residence becomes seriously ill.
 - (c) when an employee is to be married.
 - (d) 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;
- (2) The Employer shall grant special leave earned to all employees for one half ($\frac{1}{2}$) day, when there is a death of a co-worker.
- (3) The Employer shall grant special leave with pay for a period of **up** to three (3) consecutive working days where special circumstances not directly attributable to the employee prevent his reporting to duty, including:
- (i) serious household or domestic emergencies.

- (ii) a transportation tie-up caused by weather if the employee makes every reasonable effort to report for duty including in the event that an employee is weathered out while on the land or out of town:
 - (iii) serious community emergencies, where the employee is required to render assistance.
- (4) The Employer shall grant special leave for a period of one (1) day in the event of a death of the employee's brother-in-law, sister-in-law, aunt, uncle, niece, nephew and first cousin.

19.03 Civic Leave

An employee shall be entitled to up to ten (10) days civic leave with pay, not to be deducted from any leave credits, each year to serve as members of community councils, public boards and committees and to actively participate in sporting events in the Region, Territorial Interprovincial, National, and International levels. (This includes the Arctic Winter Games), Search and Rescue activities and participation on the reserves shall qualify for civic leave.

19.04 Special leave in excess of five (5) consecutive working days for the purposes enumerated in Clause 19.02 may only be granted with the Employer's approval.

19.05 Birth and Adoption

An employee shall be granted special leave with pay up to a maximum of three (3) working days on the occasion of the birth of his child where travel is required and one (1) working day where travel is not required. An employee shall be granted special leave with pay up to a maximum of one and one-half (1½) working day on the occasion of the adoption of a child. This leave may be divided into two parts and taken on separate days.

Advance of Credits

19.06 An employee shall be entitled to up to ten (10) days civic leave with pay each year, not to be deducted from any leave credits, to serve as members of search and rescue activities.

Casual Leave

19.07 (1) Other Casual Leave

The Employer shall grant an employee casual leave with pay for other purposes of a special or unusual nature.

- (2) Employees shall be granted casual leave with pay to a maximum of one day per occurrence where the employee's physician requires him to attend regular or recurring medical treatments and checkups.
- (3) Employees shall be granted casual leave with pay for two (2) hours for an appointment with (or to accompany a dependant family member to or from) a doctor, dentist, lawyer, or school authorities, adoption agencies, or job interviews.

ARTICLE 20 - SICK LEAVE

Credits

- 20.01 An employee shall earn sick leave credits at the rate of one and one-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) 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 day and the employee has been on duty for at least two (2) hours;

- 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 received pay for 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, or is laid off before authorized unearned sick leave has been liquidated, no recovery shall be made from the employee's estate.
- 20.05 When an employee is granted sick leave with pay and injury-on-duty leave subsequently approved for a concurrent period, there shall be no charge against his sick leave credits for the period of concurrency.

- 20.06** An employee is required to produce a certificate from a qualified medical practitioner, certifying that such employee is unable to carry out his/her duties due to illness:
- (a) for sick leave in excess of three (3) consecutive working days.
 - (b) for any additional sick leave in a fiscal year when in the same fiscal year the Employee has been granted nine (9) days sick leave wholly on the basis of the statements signed by him.

Travel Time

- 20.07** Every employee who is proceeding to a medical centre will be granted leave of absence with pay to be charged against his sick leave credits for the lesser of three (3) days from his post to a point of departure and return.
- 20.08** At the end of the fiscal year, if an employee has used ten (10) days or less of sick leave then two (2) days of sick leave credits will be converted to vacation leave.

ARTICLE 21 - OTHER TYPES OF LEAVE

Court Leave

- 21.01** Leave of absence with pay shall be given to every employee 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 witnesses before it.

Injury on Duty Leave

- 21.02 The Employer will make every reasonable effort to offer alternate employment to an employee who is unable to perform his regular duties as a result of an injury on duty.

Pregnancy or Parental Leave

- 21.03 (a) An employee, or employee's spouse 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.
- (b) The Employer shall:
- (i) upon written request from the employee, defer the commencement of pregnancy or parental leave without pay of an employee or terminate it earlier than

twenty-six (26) weeks after the date of the termination of the pregnancy;

- (ii) grant maternity leave without pay to an employee to commence earlier than eleven (11) weeks before the expected termination of the pregnancy;
- (c) The Employer may where pregnancy or parental leave without pay is requested, require an employee to submit a medical certificate certifying pregnancy.
- (d) Leave granted under this Clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay.
- (e) After completion of six (6) month continuous employment, an employee who provides the Employer with proof that she has applied for, is serving the U.I. waiting period or is in receipt of unemployment insurance benefits pursuant to Section 18 or 20 of the Unemployment Insurance Act, shall be paid a pregnancy or parental leave allowance,
- (9) An applicant under Clause 21.03(e) shall sign an agreement with the Employer providing:

- (i) that she/he will return to work and remain in the Employer's employ for a period of at least six (6) months after his/her return to work;
 - (ii) that he/she will return to work on the date of the expiry of his/her pregnancy or parental leave, unless this date is modified with the Employer's consent.
- (g) Should the employee fail to return to work as per the provisions of Clause 21.03(e), the employee recognizes that he/she is indebted to the Employer for the amount of pregnancy or parental leave allowance received.
- (h) In respect of the period of pregnancy or parental leave, payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:
- (i) For the *first* two (2) weeks, payments equivalent to ninety-three percent (93%) of his/her weekly rate of pay; and
 - (ii) For the period during which unemployment insurance benefits are received, payments equivalent to the difference between the employee's weekly unemployment insurance benefit rate and ninety-three percent (93%) of his/her weekly rate of pay;

- (i) (i) For a full-time employee the weekly rate of pay referred to in Clause 21.03 (h), shall be the weekly rate of pay to which he/she is entitled as of the day immediately preceding the commencement of the pregnancy or parental leave;
- (ii) For a part-time employee the weekly rate of pay referred to in Clause 21.03 (h), shall be the prorated weekly rate of pay to which he/she is entitled. This amount of entitlement shall be determined by averaging the employee's weekly earnings over a period of six (6) months continuous employment immediately preceding the commencement of the pregnancy or parental leave.
- (j) Where an employee becomes eligible for an annual increment of pay raise during the period of maternity leave, payments under Clause 21.03 (h) shall be adjusted accordingly.
- (k) The employee has no vested right to this allowance except for supplementation of U.I. benefits as provided in this Article.

- (l) Payments= in respect of any other remuneration or severance pay benefits are not reduced or increased by payments received under this Article.
- (m) The Employer will inform the Canada Employment and Immigration Commission of any changes in the Article within thirty (30) days of the effective date of the change.
- (n) When a pregnant employee produces a statement from her physician that her working conditions 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.
- (o) An employee shall be eligible for **sick** leave and/or group insurance benefits in the event that illness or disabilities arise related to pregnancy.

Adoption Leave

- 21.04 (a) An employee who intends to request adoption leave shall make every effort to provide reasonable notice to the Employer, but in any event shall notify the Employer as soon as the application for adoption has been approved

by the adoption agency or legal guardianship and custody papers have been drawn. Upon application the employee shall be granted adoption leave without pay of up to twenty-six (26) weeks in accordance with the Unemployment Insurance Act and Regulations.

- (b) Leave granted under this Clause shall be counted for the calculation of "continuous employment" and "continuous service".
- (c) (i) After completion of six (6) months continuous employment, an employee who provides the Employer with proof that he/she has applied for and is in receipt of unemployment insurance benefits pursuant to Section 20, Unemployment Insurance Act, shall be paid an adoption leave allowance in accordance with the Supplementary Unemployment Benefit Plan.
- (ii) An applicant under Clause 21.05 (c) (i) shall sign an agreement with the Employer providing:
 - (a) that he/she will return to work and remain in the Employer's employ for a period of at least six (6) months after his/her return to work;

- (b) that he/she will return to work on the date of the expiry of his/her adoption 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 21.05 (c)(ii), except by reason of death, disability, or lay-off, the employee recognizes that he/she is indebted to the Employer for the amount received as an adoption leave allowance. Should the employee not return for the full six month period, the employees indebtedness shall be reduced on a prorated basis according to the number of months pay he/she received pay.
- (d) In respect of the period of adoption leave, payments made according tot he supplementary Unemployment Benefits Plan will consist of the following:
 - (i) for the first two (2) weeks, payments equivalent to 93% of the employee's weekly rate of pay. For an additional 10 weeks, payments equivalent to the difference between the unemployment insurance benefits the employee is eligible to receive and 93% of the employee's weekly rate of pay.

The **10** weeks may be extended to **15** if the U.I. benefits are extended to **15** weeks because:

The child is **6** month or older at the time of arrival to the employee's home; or the child suffers from a physical, psychological or emotional condition.

- (ii) (a) for a full-time employee the weekly rate of pay referred to in Clause **21.05 (d) (i)** shall be the weekly rate of pay to which he/she is entitled for the classification prescribed in his/her certificate of appointment on the day immediately preceding the commencement of the adoptions leave;
- (b) for a part-time employee the weekly rate of pay referred to in Clause **21.05 (d) (i)** shall be their prorated weekly rate of pay to which he/she is entitled for the classification proscribed in his/her certificate of appointment averaged over the six month period of continuous employment immediately preceding the commencement of the adoption leave.

- (iii) employees have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan.
- (iv) payments in respect of deferred remuneration or in respect of deferred remuneration or severance pay benefits are *not* reduced or increased by payments under the plan.
- (e) Adoption leave utilized by an employee - couple in conjunction with the adoption of a child shall not exceed a total of twenty-six (26) weeks for both employees combined.

Emergency Leave

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

ARTICLE 22 - HOURS OF WORK

- 22.01 A work week is Monday to Friday inclusive. The normal hours of work for office staff shall be 37.5 hours per week between 08:30 and 17:00 (for the months of October through April, 08:00 and 20:30) and for trades employees hours of work shall be 40 hours per week between 8:00 and 17:00 (for

the months of October through April, 08:00 and 20:30) inclusive of a one (1) hour lunch period.

- 22.02 Employees shall be entitled to a rest period, with pay, of fifteen (15) minutes duration commencing on or about mid-morning and shall be entitled to a rest period with pay of fifteen (15) minutes duration commencing on or about mid-afternoon.
- 22.03 In the event that an employee is unable to take his or her rest period at the regular time due to operational requirement, this rest period will be taken at a later time mutually agreed upon between the Employer and the employee.
- 22.04 Provided sufficient advance notice is given, and with the approval of the Employer, employees may exchange overtime or standby shifts if there is no increase in cost to the Employer.

ARTICLE 23 - OVERTIME

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

(c) "Time and One-half" means one and on-half times the straight time rate.

(d) "Double time" means twice the straight time.

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 **(1)** Subject to the operational requirements of the service the Employer shall make every reasonable effort:

(a) to allocate overtime work among readily available qualified employees within each classification.

(b) to give employees who are required to work overtime reasonable advance notice of this requirement.

(2) Employees may refuse to work overtime

23.04 (a) An employee who is requested to work overtime shall be entitled to a minimum of one-half ($\frac{1}{2}$) hour's pay at the appropriate rate described below in (b).

(b) Overtime work shall be compensation as follows:

- (i) at time and one-half (1½X) for all hours except as provided in clause 23.05 (b) (ii);
- (ii) at double time (2X) for all hours of overtime worked after the first four (4) consecutive hours of overtime and double time (2X) for all hours worked on a day of rest, or holiday.
- (iii) In lieu of (i) and (ii) the Employer shall grant, at the employee's request, equivalent leave with pay at the appropriate overtime rate.

23.05 When overtime compensation is paid, the pay statement shall indicate the pay period, rate of overtime, and the number of overtime hour.

23.06 If an employee is required to work overtime, is called out, or is required to report to work as reporting pay, and they remain past 11:00 pm they shall not be required to report to work until 9:00 am, the following morning. For this time employees will be granted lieu time with no notice required,

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 a bi-weekly basis. Cheques shall be distributed to employees at their place of work in a confidential manner. The cheques shall be itemized and show bi-weekly deductions.
- 24.03 Employees who have earned overtime compensation in addition to their regular pay, shall at the employee's request, bank this time at overtime rates and take it as lieu time. Employees, at their request, may have the banked overtime paid out in cash.

Acting Pay

- 24.04 (a) When an employee is designated in writing by the Employer to perform the duties of a higher classification level on an acting basis, 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.
- (b) When a day designated as a paid holiday occurs on a day when the employee would otherwise be performing duties on an acting basis, the holiday shall be considered as a day worked for purposes of acting pay.

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

- (a) If the appointment constitutes a promotion as defined in Article 2.01 (y) an increase in salary that is nearest to but not less than the difference between Step 1 and Step 2 of the new pay range. In addition, if a performance increment is due not later than six (6) months from the date of promotion and is recommended, and increment will be granted at the time of promotion on the present pay level prior to application of the new pay level.
- (b) (i) If the appointment constitutes a transfer, at the rate nearest to, but not less than his former rate of pay; or
(ii) 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 will continue to receive his normal rate of pay, which will be red circled. When the maximum rate of pay of his new position exceeds the red circled amount, he shall then follow the pay scale for the new position at the maximum amount.
- (c) if the appointment is a result of the employee's successful application for a position, the maximum rate of pay of which is

equal to or less than that of the employee's present position, the employee shall be paid at their present rate of pay.

- 24.06 Where a salary increment and salary revision are effective on the same date, the salary increment shall be applied first and the resulting rate shall be revised in accordance with the salary revision.
- 24.07 (1) Notwithstanding the provisions of Clause 23.01 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.

24.08 Pay increments shall be granted to employees on their anniversary day of each year, until such time that they have reached the maximum pay level for their position.

24.09 Pay Recovery

- (a) Where an employee, through no fault of his own, has been overpaid, the appropriate pay office will, before recovery action is implemented, advise the employee in writing of the amount overpaid and the intention of the Employer to recover the overpayment. Prior to said recovery, the Employer and employee shall discuss the pay recovery and the employer shall devise an acceptable recovery schedule. But in any event, the recovery shall not be in excess of twenty percent (20%) of the employee's net earnings per pay period.
- (b) When deductions are made, the employer shall provide an itemized statement of the purpose and the amount of each deduction.

- (c) If more than two (2) years have passed since the overpayment, there shall be no recovery of the overpayment.

ARTICLE 25 - REPORTING PAY

- 25.01
- (1) If an employee reports to work on his regularly scheduled shift and there is insufficient work available he is entitled to four (4) hours of work. When no work is available he shall receive compensation of 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 be entitled to four (4) hours pay at the appropriate 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** When an employee is recalled to a place of work for a specific duty, he shall be paid the greater of:
- (a) compensation at the appropriate overtime rate; or
 - (b) compensation equivalent to four **(4)** hours pay **at** the straight-time rate.
 - (c) compensation for call-back shall be made in cash or compensatory leave, **as** is desired by the employee.

- 26.02** Except in an Emergency, an employee or an employee on standby 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.

No employee shall be disciplined for being unable to return to work on a call-back.

ARTICLE 27 - TERM POSITIONS

- 27.01** Except with prior mutual agreement between the Union and the Employer, no term position may extend beyond one **(1)** year. Should the Employer wish a term position to extend beyond

a period of one (1) year, that position must become a regular position which must be offered to the incumbent of the term position, and his or her seniority date shall be the initial date of hire into his or her term position.

ARTICLE 28 -STANDBY

28.01 (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 \$8.50 for each eight (8) consecutive hours or portion thereof that he/she is on standby, except on his/her days of rest and designated paid holidays.

For any period of standby on a day of rest or designated paid holiday, he/she shall be paid \$11.50.

(2) An employee designated by letter or by list for standby duty shall be available during his/her period of standby at a known telephone number and 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/she reports, except that this minimum shall only apply once during each standby period of eight (8) consecutive hours or portion thereof.
- (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 standby schedule.

ARTICLE 29 - TECHNOLOGICAL CHANGE

- 29.01 (a) Both parties recognize the overall advantages of technological change. Both parties will therefore encourage and promote technological change and improvements.
- (b) With this in view, and recognizing the extensive lead time required for the selection, installation and providing of sophisticated equipment, the Employer agrees to provide three months notice to the Union of any major

technological change in equipment which would result in changes in the employment status. 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.

- (c) In cases where employees may require retraining the Employer will offer training courses at no expense to employees.

**ARTICLE 30 - PAY FOR TRAVEL ON BEHALF OF
EMPLOYER**

- 30.01 (1) 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 travelled:
 - (b) when the travel occurs on a day of rest or designated paid holiday, at the appropriate overtime rates for all hours travelled.
- (2) For the purpose of this Article, hours travelled includes a one (1) hour check-out period at each overnight stopover and at the final destination. Hours travelled also include time spent waiting for connecting flights, trains or

buses, but it is exclusive of overnight stopovers.

- (3) Where an employee is absent from home on a designated paid holiday or day of rest and does not work, the employee shall receive cash payment at time and one-half (1%) his/her rate of pay or be granted the equivalent leave with pay.
- (4) The above entitlements shall not apply to an apprentice while travelling to or from trades school on a day of rest or designated paid holiday or while in attendance at trades school.

Duty Travel

- 30.02 Employees travelling on behalf of the Employer shall be reimbursed for reasonable expenses incurred. The Labour/Management shall determine in each individual case what the reasonable expenses are, prior to the employees departure.
- 30.03 If the decision of the Committee is not satisfactory to the employee, he/she will not be required to travel, and the employee will not be reprimanded or discriminated in any way if they choose not to go.

"

ARTICLE 31 - SEVERANCE PAY

Lay-off

- 31.01 (a) **An** employee who has one year or more of continuous employment and who is laid off is entitled to be paid Severance Pay at the time of lay-off in the amount of two (2) weeks of pay for the first year of service and one (1) week for each year of continuous employment after the first year.
- (b) Payment shall be prorated in respect of any period of continuous employment which is less than a complete year.

Resignation

- 31.02 For all employees employed as of August 1, 1998 who resigns after eight (8) 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.

*

Retirement and Termination for Health Reasons

- 31.03 (a) This Clause shall apply to an employee:
- (i) who retires from the Public Service: or
 - (ii) whose employment is terminated as a result of a recommendation made to the Employer that the employee was incapable for performing his/her duties because of chronically poor health, and
- (b) when employment terminates for either of the reasons stated in (a) above, the employee shall be paid Severance Pay equal to the product obtained by multiplying his/her weekly rate of pay on termination of employment by the number of completed years of his/her continuous employment to a maximum of thirty (30), less any period of continuous employment in respect of which Severance Pay was previously granted.
- (c) When employment terminates for either of the reasons stated in (a), 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.

ARTICLE 32 -LAY-OFF AND JOB SECURITY

32.01 Lay-offs will be made, when necessary, on the basis of seniority within specified classifications.

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 twenty-four (24) months from the date on which he became a lay-off.

32.02 Recall

Before an employee is laid off:

- (a) each such employee shall be given notice in writing of the effective date of his lay-off **as** far in advance as is possible subject to a minimum of two (2) months, or two (2) months pay in lieu of notice.
- (b) every employee subject to lay-off shall, during the three month period of notice, be granted 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 Recall from a lay-off will be made on the basis of seniority within specified classifications.

32.04 The Employer shall give notice of recall personally or by registered mail.

Where notice of recall is given personally, the Employer shall deliver in duplicate a letter stating that the employee is recalled. In this instance, notice of recall is deemed to be given when served.

Notice of recall is given by registered mail, notice is deemed to be given fourteen days from the date of mailing.

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

Cooling Off Period - 2 Working Days

32.06 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 days. An employee can only take advantage of this section once a year.

32.07 Garnishee

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.

ARTICLE 33 - STATEMENT OF DUTIES

33.01 When an employee is first hired the Employer shall, provide the employee with a written Statement of Duties.

Upon written request, an employee shall be entitled to complete a current Statement of Duties and responsibilities including the position's classification level.

ARTICLE 34 - EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

34.01 (a) When a formal review of an employee's performance is made, the employee concerned shall be given the opportunity to discuss then sign the review form in question to indicate that its contents have been read and understood. The employee shall also be given the opportunity to provide written comments to be attached to his performance appraisal and may use the grievance procedure in Article 35 to correct any factual inaccuracies in his performance appraisal.

(b) The formal review of an employee's performance shall also incorporate an opportunity for the employee to state his career development goals and that every effort be made to develop the career potentials of each individual through In-Service training, retraining, or any other 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 two (2) years 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 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, With written authorization from the employee, a representative of the Union shall be given the opportunity to review that employee's file and take

any copies that may be needed.

- 34.05 (a) The Employer's representative who assesses an employee's performance must have observed the employee's performance for at least one-half ($\frac{1}{2}$) of the period for which the employee's performance is evaluated.

In the event that an Employer's representative has not observed the employee's performance for one-half ($\frac{1}{2}$) of the period, an Employer's representative in the best position to make the evaluation shall do so.

- (b) Only one file per employee for the purposes of performance evaluation or discipline shall exist.
- (c) The Employer agrees that communications between an employee and his representative are privileged and confidential.

The Employer shall not ask questions of the representative which answers to those questions may be damaging to the employee(s), nor shall any evidence produced by the representative be used against the employee(s). In accordance with the foregoing, a representative shall not be forced to testify against an employee.

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, negotiated with the Union the rates of pay and the rules affecting the pay of employees for the classification affected. If the parties fail to reach agreement within sixty (60) 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.
- 35.02 Where an employee believes that he has been improperly classified with respect to his position or category, group and level, he shall discuss his classification with his immediate supervisor and, on request, be provided with a copy of his statement of duties before he files a grievance.

ARTICLE 36 -ADJUSTMENT OF DISPUTES

- 36.01 (1) The Employer and the Union recognize that grievances may arise in each of the following circumstances:
- (a) by the interpretation or application of:

~

- (i) a provision of an Act, or a regulation, 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.
- (2) The procedure for the final resolution of the grievances listed in section (1) above is to arbitration.

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 or the Union who wishes to present a grievance at any prescribed level in the grievance procedure, shall transmit this grievance to the immediate supervisor or local officer-in-charge 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 A grievance of an employee shall not be deemed to be invalid by a reason only of the fact it is not in accordance with the form supplied by the Employer.
- 36.05 Except as otherwise provided in this Agreement a grievance shall be processed by recourse to the following steps:
- (a) First Level
 - (b) Second Level
 - (c) Final Level (Arbitration)
- 36.06 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.
- 36.07 An employee or the Union may present a grievance to the first level of the procedure in the manner prescribed in Clause 36.03 within twenty-five (25) calendar days of the date on which he first becomes aware of the action or circumstances giving rise to the grievance.

- 36.08 The Employer shall reply in writing to a grievance within twenty-one (21) calendar days at Level 1 and within thirty (30) calendar days at Level 2.
- 36.09 **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 thirty (30) calendar days after that decision or settlement has been conveyed in writing to him by the Housing Association; or
 - (b) where the Housing Association has not conveyed a decision to the griever within the time prescribed in Clause 35.08 within thirty (30) calendar days after the day the reply was due.
- 36.10 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.
- 36.11 The Union shall on their own behalf or on behalf of one or more members have the right to initiate and present a grievance on any matter.

- 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 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 endorsement, 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 Union representative.
- 36.15 No proceedings under this Article are invalid by reason of any defect of form or any technical irregularity.
- 36.16 The Employer shall be entitled to file grievances directly with the President of the Union,
- 36.17 Where a difference arises between the parties relating to the interpretation, application or administration of the Agreement including any question as to whether a matter is arbitrable, or administration of this Agreement has been violated, either of the parties may, after exhausting the grievance procedure in this Article, notify the other party in writing within thirty (30)

days of the receipt of the reply at the Final Level, of his desire to submit the difference or allegation to arbitration.

- 36.18 (1) The parties agree that arbitration referred to in 36.17 shall be by a single arbitrator,
- (2) If an arbitrator selected is not available for a hearing date within thirty (30) days of the date on which notification by either party to submit the difference to arbitration was made, another name will be selected until an arbitrator is found to hear the parties within the above mentioned thirty (30) day period. Such time limit may be extended by mutual agreement.
- 36.19 (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 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.

- 36.20 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.
- 36.21 The Housing Association and the Union shall each pay one-half ($\frac{1}{2}$) of the remuneration and expenses of the arbitrator and each party shall bear its own expenses of every such arbitration.
- 36.22 Where a party has failed to comply with any of the terms of the decision of the arbitrator, either party or employee affected by the decision may, after the expiration of thirty (30) calendar days for the date of the release of the decision or the date provided in the decision for compliance, whichever is later, file in the office of the Clerk of the Supreme Court of the NWT, a copy of the decision, exclusive of the reason therefore in the prescribed form, whereupon the decision may be entered in the same way as a judgement or an order of that court and may be enforceable as such.
- 36.23 In addition to the powers granted to arbitrators under 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.

36.24 The Labour/Management Committee shall have the first four (4) days in which to try to settle the grievance.

ARTICLE 37 - NO CONTRACTING OUT

37.01 There shall be no contracting out of any work by the Housing Association if it would result in the lay-off, continuance of a lay-off or the reduction of hours of an 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, transportation to a medical centre, energy conservation, 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 six (6) months.
- 38.04** In matters of Safety and Health, the Committee will follow the following provisions:
- (a) The Employer shall post the names of the Committee members in a prominent place.
 - (b) Committee members shall perform the necessary duties of: investigating, identifying, and seeking to remedy hazards at the workplace, and shall do so without loss of pay or fear of reprisal.
 - (c) The Employer shall ensure that employees can obtain the assistance of a first aid attendant easily and rapidly in all workplaces.
 - (d) The Employer shall ensure that first aid kits are provided and are readily accessible at all times. Said first aid kits shall be kept well stocked at all times.
 - (e) The Employer will encourage employees to take first aid courses and will assume the

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

- (9) The Committee is to consider various alternatives for ensuring that the injured employee receives the appropriate medical transportation to the nearest medical facility and which agency is to bear such costs.

Workplace Environmental Protection

- (g) The Employer and the Committee shall ensure that the necessary instruments for measuring the quality of the work environment are available when required, and that the results are acted upon appropriately, in order to correct any problems identified by said tests and/or measurements.

Toxic Hazardous Substances

- (h) Where toxic or suspected and/or confirmed carcinogenic chemicals or substances are identified as being present in the workplace, the Committee shall:
 - (i) Remove and/or substitute chemicals or substances in the work procedure; or

- (ii) introduce engineering controls to provide complete isolation between said chemicals and/or substances and the worker(s); and
- (iii) maintain ongoing monitoring of the workplace.
- (iv) Where a dangerous substance cannot be removed or replaced, a notice indicating that a danger exists shall be posted.

Protective Clothing and Equipment

- (i) The Employer shall ensure that all protective devices, clothing and other equipment necessary to properly protect employees from injury and unhealthy conditions are provided and maintained, at no cost to the employee.

Protective Rights of Pregnant Workers

- (j) **A** pregnant worker who furnishes to the Employer a medical certificate attesting that her working conditions may be dangerous to her unborn child, or to herself by reason of her pregnancy, may request to be assigned to other duties including no such danger for the duration of her pregnancy. **A** request shall *be* granted by the Employer and the assignment shall be without loss of pay or benefits.

.

The Right to Know

(k) (a) Hazard Identification

The Committee shall identify new or presently used chemicals substances or equipment present in the work area including hazards or suspected hazards, precautions and antidotes or procedures to be followed following exposure. Work area shall include third party premises.

Information and Investigations Concerning Health Hazards and Work Injuries

- (l) The Employer and the Committee shall conduct such investigations as may be necessary to determine the circumstances surrounding work injuries and health hazards arising in the workplace, including third party premises.

Provision of Legislation or Employer's Policies

- (m) The Employer shall make available a 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 IV of the Canada Labour Code and Regulations; or

(iii) Territorial Acts; or

(iv) Provincial Legislation

The Employer shall indicate where the copies are available by means of posting in a prominent place.

Smoke Free Workplace

(n) In the event that the premises of the Employer become "Smoke Free", the Employer shall provide a designated area in each workplace where smoking will be permitted.

Employee Assistance Program

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

38.06 Should this time 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 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.

38.07 The Committee will discuss other matters of mutual concern which may arise from time *to* time.

ARTICLE 39 -CASUAL EMPLOYEES

39.01 Casual employees shall be paid at the rate specified in Appendix "A", and shall be paid 6% vacation pay at the conclusion of their term.

39.02 Casual employees are not entitled to any other benefits ~~of~~ this Agreement.

~

ARTICLE 40 *ULTIMATE REMOVAL ASSISTANCE

40.01 An employee who has worked for the Housing Association for two (2) years shall receive one hundred percent (100%) removal assistance, to a maximum of 2,000 lbs from the Housing Association to their point of hire.

If an employee is entitled to removal by another source, the employee shall access this source first.

ARTICLE 41 - SAFETY AND HEALTH

Right to Refuse Dangerous Work

41.01 An employee shall have the right to refuse to work in dangerous situations.

(i) An employee may refuse to do any particular act or series of acts at work which he has reasonable grounds to believe are 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 has investigated the matter and advised him otherwise.

(ii) No loss of wages or disciplinary action shall be taken against any worker by reason of the fact that he exercised the right conferred upon

him in (i) above. 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.

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 must advise the Secretary/Manager of any such notification or legal process;
 - (b) The Employer shall pay any damages or costs awarded against any such employee in any such action or proceedings and all legal fees, and
 - (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 wilful breach or negligence of

his duty as an employee.

(d) Upon the employee notifying the Employer in accordance with paragraph (a) above, the Employer shall appoint counsel.

(e) Nothing in this Section will interfere with the right of the Employer to defend itself or the employee.

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 several factors such as the seriousness of the offence, the employee's length of service, and other relevant mitigating factors.

43.02 When employees are to be suspended or dismissed, the Employer shall notify the employee in writing of the reasons for such suspension or dismissal within twenty-four (24) hours of the suspension in sufficient detail that the employee may defend himself against it.

43.03 The Employer shall notify the local representative of the Union that such suspension 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, the employees are entitled to have, at their request, a representative of the Union to attend the meeting. The Employer must advise the employee of his right to **be** accompanied by his representative at least one day in advance of the meeting.

ARTICLE 44- VACANCIES, JOB POSTINGS
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 for a minimum of three (3) full working days on the Union notice Board. The job posting shall state the job classification, rate of pay, and required qualifications of the job. An employee desiring a position must make application in writing to the manager within a four (4) working day period, unless a longer period is specified on the posting by the Employer.
- 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**.

(a) Ability to do the job means ability to perform the normal requirements of the job following an appropriate familiarization period.

44.03 In filling job vacancies, including promotions, transfers, and new positions, the job shall be awarded within fifteen (15) working days of posting, or such date that the Employer indicates on the notice.

44.04 No employee shall be transferred to a position outside the Bargaining Unit without his consent. Such transfers will not exceed six (6) months. An employee shall be entitled to all rights and benefits contained in the Collective Agreement for the duration of this transfer,

44.05 No employee shall be transferred to another position within the Bargaining Unit without his consent.

44.06 New employees shall not be hired when there are employees on lay-off who are qualified to perform the job.

ARTICLE 45 - BENEFITS

45.01 The Employer shall provide every employee with CEBA pension and insurance plan.

45.02 An Employee who is to be dismissed shall be

provided with the option of taking early retirement if he would otherwise qualify.

- 45.03 The Employer shall discuss a Pre-Retirement Planning program in consultation at the Labour/Management Committee.

ARTICLE 46 - PROMOTIONAL OPPORTUNITIES

- 46.01 A probationary employee shall be eligible to participate in job competitions in the same manner as non-probationary employees.

ARTICLE 47 - TRADES

- 47.01 The provision of this Article shall apply to all positions in the trades category of the classification system.

Wash-up Time

- 47.02 Labour and Trades employees, Equipment Operations employees, and Equipment Maintenance 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 or officer-in-charge to a maximum of fifteen (15) minutes.

47.03 (1) Work Clothing And Protective Equipment

(a) The Employer shall provide all clothing and equipment required by the Workers' Compensation Board plus the following articles:

(i) Summer coveralls, and will replace them as required, but not more than once per year

(ii) An annual boot allowance of seventy-five dollars (\$75.00) once per year.

Adverse Working Conditions

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

ARTICLE 48 - APPRENTICES AND TRAINEES

48.01 (1) The following are agreed upon terms and conditions of employment for employees engaged as Apprentices and Trainees by the Employer:

(a) The Apprentices and Tradesman Act and pursuant Regulations shall apply to all Apprentices and Trainees employed. A copy of the current Regulations shall be made available to the apprentice upon

made available to the apprentice upon appointment.

- (b) The recognized Apprenticeship Training Programs shall be those listed in the "Apprentice Training Schedule" pursuant to the Apprentices and Tradesmen Act.
- (c) Pay increases shall not be automatic but will be based upon levels of certification issued by the Apprentices Branch and shall be effective from the date of certification.
- (d) Apprentice rates will be based on a percentage of the appropriate journeyman rate as follows:

Four Year Training Programs

Year 1	55%
Year 2	65%
Year 3	75%
Year 4	85%

Three Year Training Programs

Year 1	60%
Year 2	70%
Year 3	80%

Two Year Training Programs

Year 1	65%
Year 2	80%

One Year Training Program

Year 1	70%
--------	-----

- (e) The Employer will pay the Apprentice while attending trade courses one hundred percent of his wages.
 - (9) Apprentices and Trainees shall be entitled to the benefits and terms and conditions of employment outlined in the current Collective Agreement
 - (2) Apprentices successfully completing their Apprenticeship will be given preference in hiring on job vacancies. Where an Apprentice, after completing his apprenticeship, is hired directly into a job vacancy, all time spent as an Apprentice shall count towards continuous employment.
- 48.02 An apprentice who fails any portion of the trade training course three times may be dismissed. The Employer will attempt to continue to employ in a position for which the employee is qualified,

ARTICLE 49 - TOOLS

- 49.01 The Employer agrees to replace worn out or broken tools used and owned by Journeyman 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 are 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 Housing Association at the Housing Association's cost price.

ARTICLE 50 -SETTLEMENT ALLOWANCE

- 50.01 A settlement allowance will be paid to all permanent, part-time or term employee.
- 50.02 The amount of Settlement Allowance shall be \$4484, prorated and paid on an hourly basis. Effective January 1, 2000, the amount of the allowance shall increase to \$4600 per year.

ARTICLE 51 - CREDIT FOR PREVIOUS EXPERIENCE

51.01 Wage rates for rehired employees shall be established as follows:

- (a) for an employee who has been employed with the Employer within one (1) year, one hundred percent (100%) credit.

51.02 The Employer may grant a greater amount of credit for previous experience than specified in 51.01 above.

ARTICLE 52 - HOUSING ALLOWANCE

52.01 All employees living in private accommodation or paying economic rent and utilities shall be provided with a Housing Allowance in the annual amount of five thousand and four hundred dollars (\$5,400.00). This amount shall be prorated and paid on an hourly basis.

ARTICLE 53 -HOUSEHOLD ALLOWANCE

53.01 Employees who provide their own non-subsidized accommodation will be eligible to a Household Allowance of two hundred thirty dollars (\$230) per month. This amount shall be prorated and paid on an hourly basis. Effective November 1, 1998, this allowance shall be increased to \$240 per month.

- 53.02 This benefit is a taxable cash benefit and shall be paid on the first pay period of each month.

ARTICLE 54 - EDUCATION AND TRAINING

- 54.01 The Labour/Management Committee will develop training options for programs and funding for all employees to be implemented as funds are available.
- 54.02 Employees will be eligible for employment related courses, and leave with pay to take the course, upon the employee's request.
- 54.03 Where the employee requests to enrol in personal development courses, the Housing Association will reimburse the employee for the costs of such courses upon the employee's successful completion of the courses, where the course is beneficial and pertaining to the job.

ARTICLE 55 - JOB SHARE

- 55.01 At the request of two employees, the Employer may agree to allow them to share the hours of a full time position. There must be no increase in cost to the Employer and no decrease in productivity.
- (a) The employees will establish the rotation

whereby one employee covers the position at all times except when one or both employees are on approved leave.

- (b) The breaks between each period of **job** share service shall not interrupt the accumulation of "continuous employment" and "continuous service" with the Employer,
- (c) The Employer will not unilaterally change the established rotation. However, the established rotation may be changed by mutual agreement to address temporary situations where one of the job share employees is absent from work.
- (d) The provisions for part time employees will apply to each of the job share employees, such that benefits that are prorated for part time employees shall be prorated for job share employees, except medical transportation assistance, dental and insurance plans. These benefits are not to be prorated and the Employer will continue to pay the full Employer's share.
- (e) The job share may be terminated at any time by either employee or the Employer with reasonable notice.
- (9) Where one of the employees wishes to terminate the job share, that employee must

give one month's notice of resignation from the Housing Association.

- (g) If one of the employees terminates participation, there shall be a one month period in which to find a replacement before the job share arrangement ~~is~~ terminated. During this period the Employer shall make reasonable efforts to fill the vacant rotation. The Employer will consider any suitable replacement employees suggested by the remaining employee. Failing this the job share arrangement is deemed to be terminated and the shared position must revert to a full time indeterminate position, with the remaining employee having the option to assume that position full time.
- (h) Job Share employees will not be required to take vacation leave to be eligible for vacation travel assistance or vacation travel time.

**ARTICLE 56 - RE-OPENER OF AGREEMENT
AND MUTUAL DISCUSSIONS**

Re-opener of Agreement

- 56.01 The Agreement may **be** amended by mutual consent.

Mutual Discussions



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

ARTICLE 57 - DURATION AND RENEWAL

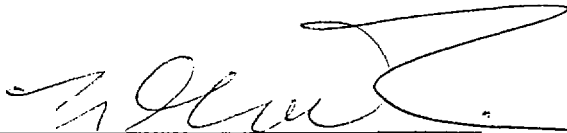
- 57.01 ~~The term of this Agreement shall be from April 1, 1998 to March 30, 2000.~~
- The pay schedules contained in Appendix "A" and Settlement Allowance shall apply from April 1, 1995.
- 57.02 Notwithstanding the preceding, the provisions of this Agreement, including the provisions for the adjustments of disputes in Article 36, shall remain in effect during the negotiations for its renewal and until a new Agreement becomes effective or until the provisions of section 89 of the Canada Labour Code have been met.
- 57.03 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 in accordance with section 50 of the Canada Labour Code.

57.04 Where notice to commence collective bargaining has been given under Clause 57.03, 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 in accordance with Section 50 of the Canada Labour Code, or until the provisions of section 89 of the Canada Labour Code have been met.

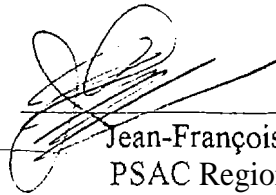
Signed in Arviat, Northwest Territories, on this the 17th day of July 1998

Signed on behalf of
Arviat Housing Association

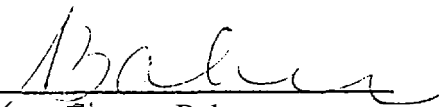
Signed on behalf of the
Public Service Alliance of Canada



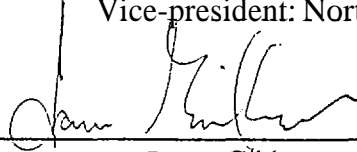
Nancy Kalluak
Board Member



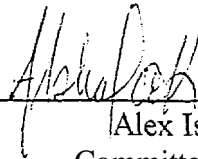
Jean-François Des Lauriers
PSAC Regional Executive
Vice-president: North



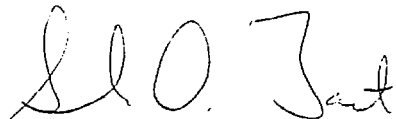
Simona Baker
Secretary Manager



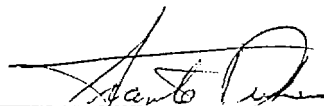
Jason Gibbons
Committee Member



Alex Ishalook
Committee Member



Glenn Tait
Negotiator



Svante Dunkers
UNW Service Officer

LETTER OF UNDERSTANDING I

For all apprentices hired after August 1, 1998:

- (1) Article 41.01(e) shall have no application.
- (2) Article 41.01(f) shall be amended to read:

Apprentices shall be entitled to the benefits and terms and conditions of employment outlined in the current collective agreement while they are working for the Employer.

LETTER OF UNDERSTANDING II

The Employer and the Union agree that anyone performing services for the Employer who is part of a work placement program, and whose services for the Employer are funded, such as:

- summer students;
- social assistance recipients;
- work experience students

are not members of the bargaining unit.

APPENDIX "A" - RATES OF PAY

Effective August 1, 1998

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Assistant Secretary/Manager	25.03	25.28	26.55	27.35	28.17	29.02
Tenant Relations Officer	19.00	19.57	20.16	20.76	21.38	22.02
Asst. Tenant Relations Officer	15.34	15.80	16.27	16.76	17.26	17.78
Clerk/Typist	15.21	15.67	16.14	16.62	17.12	17.63
Foreman	22.72	23.40	24.10	24.82	25.57	26.34
Oil Burner Mechanic	23.17	23.87	24.59	25.33	26.09	26.87
Maintenance Clerk	19.93	20.53	21.15	21.78	22.43	23.10
Housing Maintenance Serviceperson	21.01	21.64	22.29	22.96	23.65	24.36
Janitor (part-time)	11.37					
Casual Maintenance Employee	14.00					

