

U661 91 AON

SOURCE	CO.		
EFF.	89	04	01
TERM.	92	03	31
BETWEEN THE	No. OF EMPLOYEES		
	9		
	NOMBRE D'EMPLOYES		
	li		

COLLECTIVE AGREEMENT
 BETWEEN THE
 PUBLIC SERVICE ALLIANCE OF
 CANADA

AND THE

INUVIK
 HOUSING AUTHORITY

EFFECTIVE FROM: APRIL 1, 1989
 TO: MARCH 31, 1992



NOV 14 1990

0458403

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 of the service to the tenants, to promote well-being and increase the productivity of the employees to the end that the Authority will be well

and efficiently served. Accordingly the parties are determined to establish, within the framework provided by law, an effective working relationship at all levels in which members of the bargaining unit are employed.

ARTICLE 2

INTERPRETATION AND DEFINITIONS

2.01 For the purpose **of** this Agreement:

- (a) "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) "Authority" means the Inuvik Housing Authority.
- (d) "Bargaining Unit" means all employees of the Authority, Inuvik, NWT, excluding the Manager, Assistant Manager, Maintenance Manager and Board of Directors as certified by the Canada Labour Relations Board on August **4, 1983** and as amended on February 10, **1987** and November **10, 1988**.
- (e) "Casual Employee" means a person employed by the Employer for work of a temporary nature not to exceed six **(6)** continuous months.
- (f) "Compensatory leave" means that leave with pay taken in lieu of a cash payment.

(g) "Continuous Employment"
means:

(i) with reference to re-appointment of a lay-off his employment in the position held by him at the time he was laid off, and his employment in the position to which he is appointed shall constitute continuous employment;

(ii) where an employee ceases to be employed for a reason other than dismissal, abandonment of position or rejection on probation, and is re-employed within a period of three months, his periods

of employment for purposes of sick leave, vacation leave and travel benefits *shall* be considered a s c o n t i n u o u s employment with the Authority.

- (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 to a new position for which the maximum pay is less than that of his former position.

- (j) "Dependant" means a person residing with the employee who is the employee's spouse (including common-law), child, step-child, adopted child who is under nineteen years of age and dependent upon him/her for support or being nineteen years of age or more and dependent upon him/her by reason of 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 Authority.

- (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, or the Employer submits to the Union, to be processed through the grievance procedure.
- (o) "Holiday" means the twenty-four **(24)** hour period commencing at 12 midnight at the beginning 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.

- (q) "Leave of Absence" means absence from duty with the Employer's permission with or without pay.
- (r) "Manager" means the Executive Manager of the Authority.
- (s) "May" shall be regarded as permissive and "Shall" and "Will" as imperative.
- (t) "Membership Fees" means the fees established pursuant to the By-Laws of the Public Service Alliance of Canada as the fees payable by the members of the Bargaining Unit.
- (u) "Overtime" means work performed by an employee before or after or in excess or outside of his regularly scheduled hours of work.

- (v) "Probation" means a period of **six (6)** months from the day upon which an employee is first appointed to the Authority
- (w) "Promotion" means the appointment of an employee to a new position, the rate of pay of which exceeds that of his former position.
- (x) "Rates of Pay"
 - (i) "weekly rate of pay" means an employee's annual salary divided by **52**;
 - (ii) "daily rate of pay" means an employee's weekly rate of pay divided by five **(5)**;
 - (iii) "hourly rate of pay" means an employee's daily rate

of pay divided by his regularly scheduled daily hours of work, or where an employee is paid by the hour, the rate of pay established for his employment.

- (y) "Representative" means a person who has been elected or appointed as steward or who represents the Union at meetings with management or who is authorized to represent the Union.
- (z) "Transfer" means the appointment of an employee to a new position, that does not constitute a promotion or demotion.
- (aa) "Union" means the Public Service Alliance of Canada as represented by its agent

the Union of Northern
Workers.

- (bb) "Week" for the purposes of this Agreement shall be deemed to commence on Monday and terminate at midnight **on** Sunday.

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

- (a) if defined in the Canada Labour Code or in the Regulations made thereunder, have the same meaning as given to them in the Code or Regulations.

2.03 Where the masculine gender is used, it shall be considered **to** include the female gender unless any provision of this Agreement otherwise specifies.

ARTICLE 3

RECOGNITION

- 3.01** The Employer recognizes the Union as defined in Article **2.01 (aa)** as the exclusive bargaining agent for all employees as described in the Certification Order issued by the Canada Labour Relations Board dated August 4, 1983 and **as** amended on February 10, 1987 and November 10, 1988.

DISCRIMINATION

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

by reason of union membership or activity.

ARTICLE 4

APPLICATION

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

ARTICLE 5

FUTURE LEGISLATION

- 5.01** In the event that any law passed by Parliament or the N.W.T. Legislative Assembly, renders null and void **or** alters any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the

Agreement. When this occurs the Collective Agreement shall be re-opened upon the request of either party and negotiations shall commence with a view to finding an appropriate substitute of equal value 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 this agreement shall prevail.

ARTICLE 6

STRIKES AND LOCKOUTS

- 6.01 There shall be no lockout by the Employer and no interruption or impeding of work, work stoppage, strike, sit-down, slow-down, or any other interference with production by any employee or employees.
- 6.02 Any employee who participates in any interruption or impeding of work, work stoppage, strike, sit-down, slow-down, or any other interference with production may be disciplined by the Employer.

ARTICLE 7

MANAGERIAL RESPONSIBILITIES

- 7.01 Management shall exercise its rights in a manner that is fair, reasonable and consistent with the terms of this agreement.

ARTICLE 8

NO RESTRICTTON ON OUTSIDE EMPLOYMENT

- 8.01 An employee can carry on any business or employment outside his regularly scheduled hours of duty without interference from the Authority.
- 8.02 Employees are prohibited from carrying on any business or employment outside their regularly

scheduled hours of duty when such business or employment is such that:

- a) a conflict of duties may develop between an employee's regular work or his outside interests; or
- b) certain knowledge and information available only to Authority personnel place the individual in a position where he can exploit the knowledge or information for personal gain.

ARTICLE 9

EMPLOYER DIRECTIVES

- 9.01 The Employer shall provide the Union and the Local with a copy of all personnel directives that are

intended to clarify the interpretation or application of the Collective Agreement. Where the Union or the employees disagree with the Employer's directive, either the Union or the employees may grieve pursuant to the grievance procedures contained herein.

ARTICLE 10

UNION ACCESS TO EMPLOYER PREMISES

- 10.01 Upon reasonable notification the Employer shall permit access to its work premises of an accredited representative of the Union. Permission to enter the Employer's premises shall not be unreasonably denied.

ARTICLE 11

APPOINTMENT OF REPRESENTATIVES

11.01 The Employer acknowledges the right of the Union to appoint employees as representatives. The Union will provide the Employer with the name of its representative and alternates within a reasonable period.

ARTICLE 12

TIME-OFF FOR UNION BUSINESS

12.01 Conciliation or Arbitration Hearings

The Employer will grant leave with pay to:

- (a) one (1) employee representing the Union

before a Conciliation Board
or Arbitration Hearing.

- (b) an employee who is a party to the grievance which is before the Arbitration Hearing.
- (c) where operational requirements permit, one (1) witness called by an employee who is a party to the grievance.
- (d) where operational requirements permit, one (1) employee called by the Union as a witness before a Conciliation or Arbitration Hearing.

12.02 Where an employee and his representative are involved in the process of his grievance and where operational requirements permit, he

or they shall be granted reasonable time off:

- (a) when the discussions take place in the **Town** of Inuvik, leave with pay, and;
- (b) when the discussions take place outside the **Town** of Inuvik, leave without pay.

Contract Negotiations Meetings

12.03 Except for unusual and unforeseen circumstances the Employer will grant leave with pay for two **(2)** employees for the purpose of attending contract negotiations on behalf of the Union for the duration of such negotiations.

Preparatory Contract Negotiations
Meetings

- 12.04 When operational requirements permit, the Employer will grant leave with pay to one **(1)** employee to attend a reasonable number of preparatory negotiations meetings.

Meetings Between Employee
Organizations and
Management

- 12.05 When operational requirements permit, the Employer will grant leave with pay ~~to~~ one **(1)** employee who is meeting with the Manager on behalf of the Union.

Employee Organization Executive
Council Meetings, Congress and
Conventions

- 12.06 When operational requirements permit, the Employer will grant

reasonable leave without pay to a reasonable number of employees to attend executive council meetings and conventions of the Union, the Component N.W.T.P.S.A., the Canadian Labour Congress and the N.W.T. Federation of Labour.

Representatives Training Course

- 12.07 When operational requirements permit, the Employer will grant reasonable leave without pay to an employee who exercises the authority of a Representative on behalf of the Union to undertake training related to the duties of a Representative.

Time-off for Representatives

- 12.08 (a) A Representative shall obtain the permission of his immediate supervisor before leaving his work to

investigate a grievance, to meet with management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld.

- (b) The Representative shall make every reasonable effort to report back to his supervisor before resuming his normal duties.

12.09 When operational requirements permit and upon reasonable notice the Employer will grant reasonable leave without pay for one (1) employee:

- (a) to participate as a delegate to constitutional conferences or other similar forums mandated by Federal or Territorial legislation; and

- (b) to 'present briefs to commissions, boards and hearings that are mandated by Territorial legislation or the Federal Government.

ARTICLE 13

CHECK OFF

- 13.01 Effective the first of the month following the signing of this Agreement, the Employer will, as a condition of employment, deduct an amount equal to the amount of membership dues from the pay of all employees in the Bargaining Unit.

- 13.02 The Alliance shall inform the Employer in writing of the authorized deduction to be checked

off for each employee within the Bargaining Unit.

13.03 For the purpose of applying Clause **13.01**, deductions from pay for each employee will occur on a bi-weekly basis and will apply to the extent that earnings are available. Where an employee does not have sufficient earnings in respect of any bi-weekly period to permit deduction, the Employer shall not be obligated to make such deductions from subsequent salary.

13.04 From the date of signing and for the duration of, this Agreement no employee organization, other than Alliance, shall be permitted to have membership fees deducted by the Employer from the pay of the employees in the Bargaining Unit.

13.05 The amounts deducted in accordance with Clause **13.01** shall be remitted to the:

Comptroller of the Alliance
Public Service Alliance of Canada
233 Gilmour Street
Ottawa, Ontario
K2P 0P1

by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on his behalf.

13.06 The Employer agrees to continue past practice of making deductions for other purposes on the basis of the production of appropriate documentation.

13.07 The Alliance 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.

13.08 The Employer agrees to identify annually on each employee's T-4 slip the total amount of Alliance dues deducted for the preceding year.

ARTICLE 14

INFORMATION

14.01 The Employer agrees to provide the Union within thirty (30) days of changes occurring in the Bargaining Unit with the name, address, job title, rate of pay and social

insurance number **of** all employees
in the Bargaining Unit.

The Employer shall indicate which employees have been recruited or transferred and those employees who have been struck **off** strength during the period reported.

14.02 The Employer shall provide each employee with **a** copy of the Collective Agreement.

14.03 The Employer. agrees to provide each new member **of** the Bargaining Unit with **a** copy of the Collective Agreement upon his appointment.

14.04 Where possible and reasonable, ‘the Employer shall arrange for a translating/interpreting service of this Collective Agreement **for** those employees who cannot read English.

ARTICLE 15

PROVISION OF BULLETIN BOARD SPACE AND OTHER FACILITIES

- 15.01** The Employer shall provide bulletin **board** space in each location clearly identified for exclusive Union **use** for the posting of notices pertaining to elections, appointments, meeting dates, news items and social and recreational affairs.
- 15.02** The Employer may make available to the Union specific locations on the premises for the placement of bulk quantities of literature of the Union.
- 15.03** The Employer may make available to 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.

15.04 The Employer will deliver any mail originating from the Union addressed to members in accordance with the Employer's normal internal mail distribution system.

15.05 At the reasonable discretion of the Manager, the present policy of permitting reasonable access for employees to utilize Authority facilities or equipment, excluding vehicles, outside of business hours will continue.

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) The day fixed by proclamation of the Governor in Council for the celebration of the Birthday of the Sovereign**
 - (e) Canada Day**

- (f) The first Monday in August, or another day fixed by order of the Commissioner of the N.W.T.
- (g) Labour Day
- (h) The day fixed by Order of the Commissioner as a general day of Thanksgiving
- (i) 'Remembrance Day
- (j) Christmas Day
- (k) Boxing Day
- (l)** One additional day when proclaimed by an Act of Parliament as a National Holiday

- (2) Where the Mayor of the Town of Inuvik proclaims a holiday for employees in the community in support of a community function the employees of the Authority who would normally report for work on that day shall be given the time off with pay. If an employee is required to work he shall be compensated at the overtime rate for the time worked during the holiday hours.

- (3) Clause 16.01 does not apply to an employee who is absent without pay on both the working day immediately preceding and the working day following the Designated Paid Holiday, except with the approval of the Board of Directors of the Authority.

Holiday Falling on a Day of Rest

- 16.02 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.
- 16.03 When a day designated as a holiday **for** an employee is moved to another day under the provisions of Clause **16.02:**
- (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.

- 16.04 **(1)** When the Employer requires an employee **to** work on a Designated Paid Holiday as overtime he shall **be** compensated in addition to the pay that he would have been granted had he not worked on the holiday:
- (a) one and one half (**1** 1/2) times his hourly rate for the first eight (**8**) hours worked and
 - (b) twice (**2**) his hourly rate for hours worked in excess of eight (**8**) hours

16.05 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.

16.06 At the request of the employee, and where the operational requirements of the Authority permit, an employee shall not be required to work both Christmas and New Year's 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 the employee shall be considered to have earned that

amount of leave with pay granted to him provided that:

- (a) an employee's employment is terminated by his death;
- (b) an employee's employment is terminated by lay-off instituted at any time after he has completed three (3) or more years of continuous employment.

17.02 When an employee is in receipt of an allowance and is granted leave with pay, he is entitled during his period of leave to receive the allowance.

17.03 During the month of April in each year the Employer shall inform each employee in the Bargaining Unit in writing of the balance of his special, sick, compensatory and

vacation leave credits **as** of the 31st day of March.

17.04 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 ten **(10)** days' pay, he shall earn Vacation Leave at the following rates:
- (a) one and **one-quarter** **(1 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 **(1-2/3)** days each month commencing in the month after completion of two (2)

years of continuous service and ending in the month that twelve **(12)** years of continuous service is completed.

(c) two and one-twelfth **(2-1/12)** days each month commencing in the month after completion of twelve **(12)** years of continuous employment.

(d) two and one-half **(2 1/2)** days each month commencing in the month after completion of seventeen **(17)** years of continuous employment.

Granting of Vacation Leave

- 18.02 (1) In granting vacation leave with pay to an employee, the Employer shall make every reasonable effort
- (a) to schedule vacation leave for all employees in the fiscal year in which it is earned;
 - (b) not to recall an employee to duty after he has proceeded on vacation leave;
 - (c) to grant the employee his vacation leave during the fiscal year in which it is earned at a time specified by the employee;

(d) (I) to 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) to grant employees their vacation leave preference and where as between two or more employees who have

expressed a preference for the same period of vacation leave, length of service with the Authority will prevail;

- (iii) where the operational requirements are such that an employee is 'not permitted to take his vacation leave during the months of June to September inclusive in one fiscal year, special

consideration
will be given
to his being
granted his
v a c a t i o n
leave during
the months of
J u n e t o
September in
t h e n e x t
fiscal year;

- (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.
- (f) All employees shall where possible provide the Employer

with three (3) months notice of the proposed period of vacation leave. At the discretion of the Employer, such notice period may be shortened.

- (2) The Employer shall make every reasonable effort to reply to the request for vacation leave submitted by the employee within five (5) days after the request has been received. Where the Employer has proposed to deny the vacation leave requested by the employee, the Employer shall provide the employee with the reasons, in writing, for such denial of vacation leave.

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

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

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

Carry-over Provisions

18.04 Employees are not encouraged to carry over more vacation leave credits than can be earned in one (1) fiscal year. Vacation leave credits exceeding a one (1) year entitlement may at the option of the Employer and the agreement of the Employee be liquidated in cash.

Recall From Vacation Leave

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

- (a) in proceeding to his place of duty;
- (b) in respect of any non-refundable deposits or

pre-arrangements associated
with his vacation;

- (c) in returning to the place from which he was recalled if he immediately resumes vacation upon completing the assignment for which he was recalled;

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

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

Leave When Employment
Terminates

- 18.07 (a) Where an employee dies or his employment is terminated, 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 his death or termination of his employment.
- (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.

18.08 An employee whose employment is terminated by reason of declaration that he abandoned his position is entitled to receive the payment referred to in Clause 18.07. If after reasonable efforts the Employer is unable to locate the employee within six **(6)** months of termination, his entitlement shall lapse.

Excluding extenuating circumstances an employee will be deemed to have abandoned his position if he has not contacted his Employer within a one **(1)** week period.

^d
Vacation Travel Assistance

18.09 (1) All employees other than casual employees, taking vacation leave are entitled

to transportation assistance once each fiscal year.

- (2) Notwithstanding Clause (1) above, an employee shall not receive transportation assistance under this Article during his first six (6) months of employment with the Authority.
- (3) Transportation assistance shall be provided to employees in cash equal to the return airfare Inuvik to Edmonton calculated on the following basis:
 - (a) **Employee-regular** economy class fare charged for an adult.
 - (b) **Employee's Spouse-**regular. economy class fare charged for an adult.

(c) E m p l o y e e ' s
dependent children
under 12
years- appropriate
percentage of adult
fare that is charged
for a child.

(d) E m p l o y e e ' s
dependent children
12 years and over-
a p p r o p r i a t e
percentage of adult
fare that is charged
for a youth.

(i) p a r t - t i m e
e m p l o y e e s
shall receive
the above
benefit on a
p r o r a t e d
basis, i.e., 1/2
time equals
1/2 benefit.

- (ii) An employee shall upon application for travel assistance be issued with a cheque in the amount of **t h e i r** entitlement as specified in **(1)** and **(2)** above.

Travel Time

- 18.10 (1) Every employee who is proceeding on vacation leave and who is requesting Vacation Travel Assistance shall be granted, once in each fiscal year, in addition **to** his vacation leave, subject to 18.10 (2), travel time with pay for the time required for the return journey between Inuvik and his

destination. His travel leave shall be one **(1)** day each way.

- (2)** An employee's travel time entitlement will be granted within the established limit when at least an equal number of days annual leave are liquidated in conjunction with an application for travel time. In cases where a designated paid holiday falls within the period of annual leave, it shall be considered **as a** day of liquidated leave for determining the entitlement of travel time.
- (3)** Notwithstanding Clause (1), an employee shall not be granted travel time under this article during his first six **(6)** months of employment with the Authority.

ARTICLE 19

SPECIAL LEAVE

Credits

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

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

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

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, grandparent, grandchild, father-in-law, mother-in-law, and any relative permanently residing in the employee's household or with whom the employee permanently resides.

(1) The Manager shall grant special leave earned with pay for a period of up to five **(5)** consecutive working days:

(a) when there is a death in the employee's immediate family;

(b) when an employee is to be married.

(2) The Manager may grant an employee special leave with

pay for a period of up to five (5) consecutive working days:

(a) (i) w h e r e a member of t h e immediate f a m i l y becomes ill (not including childbirth) a n d t h e employee is required to care for his dependants or for the sick person;

(ii) w h e r e a member of t h e immediate f a m i l y r e s i d i n g outside the

employee's
community of
residence
becomes
seriously ill.

(b) where special
circumstances not
directly attributable
to the employee
prevent his reporting
to duty, including:

(i) serious
household or
domestic
emergencies.

(ii) a general
transportation
tie-up
caused by
weather if
the employee
makes every
reasonable
effort to

**report for
duty;**

**(iii) s e r i o u s
community
emergencies,
where the
employee is
required to
r e n d e r
assistance;**

**(c) in the event of the
d e a t h o f t h e
employee's son-in-law,
daughter-in-law,
brother-in-law,
sister-
in-law.**

**(d) in circumstances
which are of general
v a l u e t o t h e
Authority, such as
where the employee:**

- (i) t a k e s a n
e x a m i n a t i o n
w h i c h w i l l
i m p r o v e h i s
p o s i t i o n o r
q u a l i f i c a t i o n s
i n t h e
A u t h o r i t y ;
- (ii) a t t e n d s h i s
U n i v e r s i t y
C o n v o c a t i o n ,
i f h e h a s b e e n
c o n t i n u o u s l y
e m p l o y e d f o r
a t l e a s t o n e
(1) y e a r ;
- (iii) a t t e n d s a
c o u r s e i n c i v i l
d e f e n c e
t r a i n i n g o r
R e s e r v e
F o r c e s
t r a i n i n g ;

(iv) requires a medical examination for enlistment in the Canadian Forces or in connection with a veteran's treatment program.

(e) Such leave shall not be unreasonably denied.

19.03 Special leave in excess of five **(5)** consecutive working days for the purposes enumerated in Clause 19.02 may be granted.

19.04 An employee shall be granted special leave with pay up to a maximum of one **(1)** working day on

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

Advance of Credits

- 19.05** Where an employee has insufficient credits to permit the granting of special leave within the meaning of this Article, leave up to a maximum of five (5) days, may, at the discretion of the Employer be granted, subject to the deduction of such advance leave from any special leave credits subsequently earned.

Other Special Leave

19.06 Employees may be granted special leave with pay to a maximum of two **(2)** hours for the following purposes:

(1) (a) Medical, Dental and Legal Appointments

whenever it is necessary for an employee to attend **upon** his doctor, dentist, or lawyer during working hours he shall be granted special leave for these purposes.

(b) School Appointments

when the employee is required to meet with **a** school official on behalf of his child and where

that meeting cannot be scheduled outside of working hours.

(c) Other Special Leave

The Employer may grant an employee special leave for other purposes of a special **or** unusual nature.

- (2) Employees may be granted special leave with pay to a maximum of one-half (1/2) day per occurrence where the employee's physician requires him to attend regular or recurring medical treatments and checkups.

Such other special leave shall not be unreasonably denied.

19.07 The provisions of this Article do not apply to an employee who **is on** leave of absence without pay, **or** under suspension.

Quarantine

19.08 Employees shall be granted special leave with pay for time lost through quarantine when the employee provides the Employer with **a** medical certificate to that effect.

ARTICLE 20

SICK LEAVE

20.01 The Authority and the Union agree that the purpose of Article 20 is only to protect the employee from loss **of** income due to illness or injury.

20.02 An employee shall accumulate sick leave benefits at the rate of one and one-quarter (**1 1/4**) days for each calendar month for which he receives pay for at least ten (**10**) days.

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

(a) There shall **be no** charge against an employee's sick leave benefits when his absence on account of illness is less than one-half day and the employee has been on duty for at least two hours;

(b) Where the period of absence on account of illness is at

least one-half day but less than a full day, one-half day only shall be charged as sick leave.

20.04 Unless otherwise informed by the Employer an employee **must** sign a statement describing the nature of his illness or injury and stating that because of this illness or injury he was unable to perform his duties:

- (a) if the period of leave requested does not exceed three (3) working days, and
- (b) if in the current fiscal year, the employee has not been granted sick leave on more than on nine **(9)** occasions wholly on the basis of statements signed by him.

20.05 An employee is required to produce a certificate from a qualified medical practitioner, certifying that

such employee is unable to carry out his duties due to illness:

- (a) for sick leave in excess of three (3) working days;
- (b) for any additional sick leave in a fiscal year when in the same fiscal year the employee has been granted sick leave on nine (9) occasions wholly on the basis of the statements signed by him.

20.06 Where leave of absence without pay is authorized for any reason, or an employee is laid-off because of lack of work, the employee shall retain his unused sick leave benefits for a period of one (1) year from the time of lay-off or commencement of leave without pay.

20.07 In circumstances where sick leave would be authorized but the employee has insufficient or no sick

leave benefits, at the discretion of the Employer, he may be granted sick leave in advance to a limit of fifteen **(15)** days which shall be charged against future benefits as earned. If the employee dies before authorized unearned sick leave has been liquidated, **no** recovery shall be made from the employee's estate.

- 20.08. **An** employee is not eligible for sick leave with pay for any period during which he is on leave of absence without pay or under suspension.

Travel Time

- 20.09 **An** employee who has been referred to a medical centre **as** a result **of** the necessary treatment not being available in the Inuvik area shall be granted leave of absence with pay for the lesser of three (3) days or the actual time taken to travel from

Inuvik to the medical centre and return.

Transportation to a Medical Centre

20.10 In the event that an employee or an employee's dependent is required to travel to another destination to secure medical or dental treatment, the employee agrees to secure said travel assistance from the appropriate level of government. Any employee required to pay the one hundred dollar **(\$100.00)** deductible to the Government for this purpose will be reimbursed this amount by the Employer.

ARTICLE 21

OTHER TYPES OF LEAVE

Court Leave

21.01 Leave of absence with pay shall be given to every employee, other than an employee **on** leave of absence without pay or under suspension, who is required:

- (a) to serve on a jury; 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

a t t e n d a n c e o f
witnesses before it.

The Authority will pay the difference between an employee's regular pay and the amount of pay the employee may receive for such duties.

Injury on Duty Leave

21.02 (1) . An employee shall be granted injury-on-duty leave with pay to a maximum of either special leave credits or **sick** leave credits he has accumulated, but not both, where it is determined by a Worker's Compensation Board that he is unable to perform his duties because of:

(a) personal injury
 accidentally received

in the performance of his duties and not caused by the employee's willful misconduct; or

(b) sickness resulting from the nature of his employment; or

(c) over-exposure to radioactivity or other hazardous conditions in the course of his employment;

if the employee agrees to pay the Authority any amount received by him from the Worker's Compensation Board for loss of wages in settlement of any claim he may have in respect of such injury, sickness or exposure, providing however that such

amount does not stem from a personal disability policy for which the employee or his agent has paid the premium.

- (2) While the parties are awaiting the decision of the Workers' Compensation Board as to the compensability of the injury, the employee shall use his sick leave credits. If the injury is not compensable, there shall be no return of sick leave credits used by the employee. If the injury is compensable, the employer shall credit the employee with the sick leave credits used.

The time off taken by the employee shall be charged at the employee's option to either his special or sick

leave credits but not both, at the appropriate rate.

- (3) The appropriate rate of liquidation of injury on duty leave after an award by the Workers' Compensation Board shall be equal to the difference between the employee's regular wages and the compensation received from the Workers' Compensation Board, i.e., if $\frac{2}{3}$ of the employee's regular wage is received from the Workers' Compensation Board, the amount of leave liquidated for one day's Injury on duty leave shall be $\frac{1}{3}$ day.

Maternity Leave

21.03 (1) Subject to **21.03 (2)**, an employee who becomes pregnant shall:

- (a) Notify the Employer of her pregnancy **at** least **15** weeks prior to the expected date of termination of her pregnancy; and
- (b) Be granted leave of absence without pay, commencing eleven **(11)** weeks before the expected date of termination of her pregnancy and ending not later than twenty-six **(26)** weeks after the date of termination of her pregnancy.

- (2) At the request of an employee, the Employer may vary the time specified in **21.03** (1) provided that the employee submits the written approval of a qualified medical practitioner.
- (3) Further, when a pregnant employee produces a statement from her physician that her working condition may be detrimental to her health or that of the fetus, the employer will either change those working conditions or temporarily transfer the employee to another position with equal pay or allow the employee to take leave of absence without pay for the duration of her pregnancy.

- (4) (i) After completion of twelve **(12)** months c o n t i n u o u s employment, an employee who provides the Employer with proof that she has applied for and is eligible to r e c e i v e unemployment insurance benefits pursuant to Section 30, Unemployment Insurance Act, 1971, shall be paid a maternity leave allowance in accordance with the Supplementary Unemployment Benefit Plan.
- (ii) An applicant under Clause 21.03 **(4)** (i) shall sign an

agreement with the
Employer providing:

- (a) that she will
return to
work and
remain in the
Employer's
employ for a
period of at
least six **(6)**
months after
her return to
work;

- (b) that she will
return to
work on the
date of the
expiry of her
m a t e r n i t y
leave, unless
this date is
modified with
t h e
Employer's
consent.

(iii) Should the employee fail to come to work as per the provisions of Clause 21.03 (4) (ii), the employee recognizes that she is indebted to the Employer for the amount received as maternity leave allowance. The Employer may deduct monies owing for this purpose from any monies to be received by the employee.

(5) In respect of the period of maternity leave, payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:

- (i) for the first two **(2)** weeks, payment equivalent to ninety-three percent (**93%**) of the employee's weekly rate of pay;
- (ii) for the duration of time that the employee receives unemployment insurance benefits, payment equivalent to ninety-three percent (**93%**) of her weekly rate of pay.
- (iii) (a) for full-time employees the weekly rate of **p a y** referred to in Clause **21.03 (5) (i)** shall be the weekly rate of pay to

which she is entitled to on the day immediately preceding the commencement of the maternity leave;

- (b) for a part-time employee the weekly rate of pay referred to in Clause 21.03 (5) (i) shall be the pro-rated weekly rate of pay to which she is entitled averaged over the six month period of

continuous
employment
immediately
preceding the
commenceme
nt of the
maternity
leave.

Leave for Other Reasons

- 21.04** Notwithstanding any provisions for leave in this Agreement, the Authority may grant leave of absence with or without pay to an employee for any other purpose.

Adoption Leave With Pay

- 21.05** The provisions of Article 21.03 shall apply to employees mutatis mutandis for the purpose of adoption leave except that a medical certificate certifying pregnancy shall serve to mean a certificate certifying adoption, the

certificate certifying adoption may be provided by the natural mother of the child to be adopted.

- 21.06 Male employees shall be allowed one (1) week of leave with pay if medical complications arise as a result of the birth of his child and the male employee is required to render assistance, subject to the male employee providing to the Employer a certificate from the attending physician verifying the need for such assistance.

ARTICLE 22

HOURS OF WORK - GENERAL

- 22.01 The weekly scheduled hours of work assigned to classifications are included in Article 49 - Rates of Pay.

(a) Work week shall be Monday to Friday inclusive as follows:

(i) Maintenance - 8:00 a.m. to 5:00 p.m., exclusive of a one (1) hour lunch period.

(ii) Office - 8:30 a.m. to 5:00 p.m., exclusive of a one (1) hour lunch period.

(iii) The Tenant Relations Officer may be required to work seven and one-half (7 1/2) hours commencing at 1:00 p.m. on one (1) night per week. During this period the Tenant Relations Officer may choose to miss the rest periods and/or the

meal period and adjust the quitting time for the day accordingly.

22.02 Employees shall be entitled to a rest period with pay, of fifteen **(15)** minutes duration commencing on or about the mid-point of the first half of the scheduled work day and shall be entitled to **a** rest period with pay, of fifteen **(15)** minutes duration commencing **on** or about the mid-point of the last half of the scheduled work day. **An** employee may absent himself from his place of work during such rest period, but for each such rest period shall not be absent with pay from his place of **work** for more than fifteen **(15)** minutes.

22.03 A specified meal period of one hour's duration shall be scheduled as close to the mid-point of the

work day as possible. The Employer will make every effort to arrange meal periods at times convenient to the employees.

22.04 In the event that an employee is unable to take a meal or rest period(s) due to operational requirements, the employee shall, subject to management approval, be allowed to take this meal or rest period(s) later in the day. If the employee is unable to take the meal or rest period(s) later in the day, he may, subject to management approval, either leave work early or receive overtime payment in the amount of time equivalent to the missed meal or rest period(s). Such approval will not be unreasonably denied.

ARTICLE 23

OVERTIME

23.01 In this Article:

- (a) "Overtime" means work performed by an employee before or after or 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 one-half times the straight time rate.
- (d) "Double time" means twice the straight time rate.

23.02 An employee who is required to work overtime shall be compensated

for each completed fifteen (15) minutes of overtime worked by him subject to a minimum payment of one (1) hour at the overtime rate when the overtime work is authorized in advance by the Employer.

23.03 Employees shall record starting and finishing times of overtime worked on a form determined by the Employer.

23.04 (1) Subject to operational requirements the Employer shall make every reasonable effort:

(a) to allocate overtime work on an equitable basis among readily available qualified employees who are normally required in their regular duties

to perform that work;

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

(2) Except in the case of an emergency an employee may for cause refuse to work overtime, providing he places his refusal in writing.

23.05 (a) An employee who is requested to work overtime shall be entitled to a minimum of one hour's pay at the appropriate rate described below in (b).

(b) Overtime work shall be compensated as follows:

- (i)** at time and one-half **(1 1/2)** for all hours except as provided in Clause 23.05 (b)(ii);
- (ii)** at Double time **(2)** for all hours of overtime worked in a day after the first four **(4)** hours of overtime and double time **(2)** for all hours worked on a Sunday or Designated Paid Holiday.
- (iii)** In lieu of (i) and (ii) above, the Employer may agree to grant equivalent leave with pay at the appropriate overtime rate to be taken at a time mutually agreeable to the Employer and the employee.

23.06 Where an employee **is** required to work three (3) or more hours of overtime immediately following his regularly scheduled hours of duty, and, because of operational requirements the employee is not permitted to leave his place **of work**, the Employer will either provide the employee with a meal or meal allowance equal to the amount of the Dinner in accordance with the Duty Travel, Meals and Incidental Expenses (Article 36.05 (a)(iii)).

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 Rates of Pay article.

24.02 Employees shall be paid on a bi-weekly basis with pay days being every second Friday.

24.03 Employees who have earned overtime compensation or any other extra allowances in addition to their regular pay, shall receive such remuneration in the pay period when such compensation was earned.

When overtime compensation is paid, the pay statement shall indicate the pay periods, rate of overtime, and the number of overtime hours.

Acting Pay

24.04 When an employee is required by the Employer in writing 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.

Salary Increases

- 24.05 (1) The Employer shall make every effort to pay any negotiated salary increases to every employee **not** later than the pay period following the pay period in which this Agreement is signed but in any event any such increase shall be paid not later than two pay periods following the pay period in which the Agreement is signed.
- (2) The Employer agrees to pay all retroactive remuneration for salary increases, overtime, acting pay and allowances not later than

the month following the month in which the Agreement is signed.

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 to four **(4)** hours pay at the straight time rate.
- (2) If an employee is directed to report for work on a day of rest or **on** a designated paid holiday, and there is insufficient work available,

he shall be entitled to four **(4)** hours of work at the appropriate overtime rate. When no work is available he shall receive compensation to four **(4)** hours' pay at the appropriate overtime rate.

- (3) If an employee is directed to report for **work** outside of his regularly scheduled hours, he shall be paid the greater of:
- (a) compensation at the appropriate overtime rate; or
 - (b) compensation equivalent to four **(4)** hours pay at the straight time rate.

ARTICLE 26

CALL-BACK PAY

26.01 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.

26.02 (1) When an employee reports to work overtime for which he has been recalled under the conditions described in Clause **26.01** and is required to use transportation services other than normal public transportation service, he shall be paid the

actual cost of commercial transportation each way, upon the production of receipt for payment of transportation in excess of **\$4.00.**

- (2) Where the employee uses his personal vehicle, he shall be paid the appropriate mileage rate specified in the Duty Travel Expenses Article 36.
- (3) An employee shall not be eligible **to** claim the allowances in **26.02(1)** and **(2)** when the Employer has provided the employee with a vehicle to **be** used for these purposes.

ARTICLE 27

STANDBY

- 27.01 (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 one hundred twelve dollars **(\$112.00)** for Standby duty of five **(5)** week nights and one **(1)** weekend.
- (2)** An employee designated **by** letter or by list for standby duty shall **be** available during his period of Standby **at** a known telephone number and be available to return for duty as quickly **as** possible if called. In designating employees for Standby the Employer shall 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 within one **(1)** hour of the call out being requested, unless unusual or special circumstances prevent the employee from doing **so**.

- (4) **An** employee on Standby who is required to report for work shall **be** paid, in addition to the standby pay, the appropriate overtime rate for all hours worked, subject to a minimum payment of four **(4)** hours pay at the straight time rate each time he reports, except

that this minimum shall only apply once during each standby period of eight (8) consecutive hours or portion thereof. All other call outs within the eight (8) hour period will be paid at time and one half (**1 1/2**) subject to a minimum of one half (**1/2**) hour at the appropriate overtime rate. Each eight (**8**) hour period is defined as a period between 5:00 p.m. to 1:00 a.m.; 1:00 a.m. to 9:00 a.m.; and 9:00 a.m. to **5:00** p.m.

- (5) The Manager shall make every effort to post standby schedules fourteen (**14**) days in advance of the starting date of a new schedule.

27.02 An employee designated on standby duty who pays his own electrical charges shall be reimbursed ten

dollars **(\$10)** per standby period. For the purpose of this clause a standby period shall normally consist of five **(5)** week nights and one **(1)** weekend during the months of October through April inclusive.

ARTICLE 28

TECHNOLOGICAL CHANGE

- 28.01 (a) Both parties recognize the overall advantages of technological change. Both parties will therefore encourage and promote technological change and improvements.
- (b) 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 **as** much advance notice as is practicable but not less than three (3) months' notice to the Union of any major technological change in equipment which would result in changes in the employment **status** or in this Agreement. In addition, the Employer agrees to consult with the Union with a view to resolving problems which may arise as a result of the introduction of such technological change.

- (c) In cases where employees may require retraining the Employer will make every **reasonable effort to** offer training courses.

ARTICLE 29

PAY FOR TRAVEL ON BEHALF OF
EMPLOYER

29.01 (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 applicable overtime rate for all hours travelled, with a minimum of four **(4)** hours pay at the straight time rate

and a maximum of eight **(8)** hours at the applicable overtime rate.

- (2) For the purpose of this Article, hours travelled includes a one **(1)** hour check-in period at airports, **bus** depots, or train stations, as well as a one **(1)** hour check-out period at each overnight stop over and at the final destination. Hours travelled also include time spent waiting for connecting flights, trains **or** buses, but is exclusive of overnight stop overs.
- (3) The Employer will make every reasonable effort to restrict travel outside of the employee's headquarters that requires absence from home beyond a period which includes two (2) weekends.

- (4) Where an employee is absent from home on a designated paid holiday or day of rest and does not work, he shall receive cash payment at time and one-half (1 1/2) his rate of pay or be granted the equivalent leave with **pay.**
- (5) The above entitlements shall not apply to an apprentice or a non-certified housing maintenance technician while travelling to or from trades school on a day of rest or designated paid holiday or while in attendance at trades school.

ARTICLE 30

STATEMENT OF DUTIES

- 30.01** When an employee is first engaged the Employer shall, before the employee is assigned to that position, provide the employee with a written Statement of Duties of the position to which he is assigned.
- 30.02** Upon written request, an employee shall be entitled to a complete and current Statement of Duties and responsibilities of his position.

ARTICLE 31

EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

- 31.01 (a) When a formal review of an employee's performance is made, the employee concerned shall be given the opportunity to discuss and 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 33 to correct any 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, Re-training, or **any** other facets of career development which may be available.

31.02 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 of, by the provision of a copy thereof at the time of filing or within a reasonable period thereafter.

31.03 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 have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.

- 31.04 Upon written request of an employee, the Personnel file of that employee shall be made available for examination by himself or a representative of the Union at reasonable times in the presence of an authorized representative of the Authority.

ARTICLE 32

CLASSIFICATION

32.01 During the term of this Agreement, if a new or revised classification is implemented by the Employer, the Employer shall before applying the new or revised classification, negotiate 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 classification 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.

32.02 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 33

ADJUSTMENT OF DISPUTES

33.01 (1) The Authority 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 a regulation, direction or o t h e r instrument made or issued by the Authority dealing with terms or conditions of employment:
or
 - (ii) a provision of t h i s Collective Agreement;
and
- (b) disciplinary action resulting in demotion, suspension, or a financial penalty;

(c) dismissal from the Authority, and

(d) letters of discipline placed on personnel file.

(2) The procedure for the final resolution of all grievances is **to** arbitration.

33.02 If he **so** desires, an employee **may** be assisted and represented by the Union when presenting **a** grievance at any level.

33.03 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 Manager who shall forthwith:

(a) forward the grievance to the representative of the

Authority authorized to deal with grievances at the appropriate level; and

- (b) provide the employee and the Union with a receipt stating the date on which the grievance was received by him.

33.04 A grievance of an employee or the Union 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 Authority.

33.05 Except as otherwise provided in this Agreement a grievance shall be processed by recourse to the following steps:

- (a) First Level - Immediate Supervisor
- (b) Second Level - Manager

(c) Final Level - Arbitration

33.06 The Employer shall designate a representative at each level in the grievance procedure and shall inform each employee to whom the procedure applies of the name or title of the person so designated, together with the name or title and address of the immediate supervisor or local officer-in-charge to whom a grievance is to be presented. This information shall be communicated to employees by means of notices posted by the Employer in places where such notices are most likely to come to the attention of the employees to whom the grievance procedure applies, or otherwise as determined by agreement between the Authority and the Union.

33.07 The Union shall have the right to consult with the Manager with

respect to a grievance at each or any level of the grievance procedure.

33.08 An employee may present a grievance to the first level of the procedure in the manner prescribed in Clause **33.05** within twenty-five **(25)** calendar days.

33.09 The Employer shall reply in writing to a grievance within seven **(7)** calendar days at level 1, within seven **(7)** calendar days at level 2.

33.10 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 griever, within fourteen **(14)**

calendar days after that decision or settlement has been conveyed in writing to him by the Authority; or

- (b)** where the Authority has not conveyed a decision to the grievor within the time prescribed in Clause 33.09 within fourteen **(14)** calendar days after the day the reply was due.

33.11 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.

33.12 (1) No employee shall be dismissed without first being given notice in writing together with the reasons therefore. When the Employer dismisses an employee the grievance procedures shall apply except that the grievance may be presented at the Final Level.

(2) An appeal to the Authority against a decision to dismiss the employee may be filed. This appeal must be filed within thirty (30) calendar days after the employee receives his notice of dismissal.

33.13 The Union shall have the right to initiate and present a grievance on matters relating to health and safety to any level of management specified in the grievance

procedure, on behalf of one or more members of the Union.

33.14 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.

33.15 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.

33.16 The Union shall have the right to initiate and present a grievance to any level of management specified in the grievance procedure related

to the application or interpretation of this Agreement on behalf of one or more members of the Union.

33.17 The time limits stipulated in this procedure may be extended by mutual agreement between the Authority **and** the employee, and where appropriate, the Union representative.

33.18 No proceedings under this Article are invalid by reason of any defect of form or any technical irregularity.

Arbitration

33.19 Where a difference arises between the parties relating to the interpretation, application, or administration of this agreement, including any question as to whether a matter is arbitrable or

where an allegation is made that a term or condition of this Agreement has been violated, either of the parties may, after exhausting the grievance procedure in this Article, notify the other part in writing of his desire to submit the difference or allegation to arbitration. This notification must be made within twenty-one (21) days of the receipt of the reply at the second level.

- 33.20 (1)** The parties agree that arbitration referred to in **33.19** 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.

- (3) In the event that the Authority and the Union are unable to agree upon the selection of the Arbitrator, the Minister of Labour of Canada shall be requested to appoint an Arbitrator, and it is agreed that the Arbitrator so appointed shall act as the single Arbitrator.

- 33.21 (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.

33.22 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 provision of this Agreement, or to increase or decrease wages.

33.23 The Authority and the Union shall each pay one-half of the remuneration and expenses of the arbitrator and each party shall bear its **own** expenses of every such arbitration.

33.24 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 from 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 Clerk of the Federal Court of Canada, 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.

33.25 Where an employee files an appeal against his dismissal from the Authority by way of a grievance the provisions of Clause **33.19** apply.

33.26 In addition to the powers granted to arbitrators under the Canada Labour Code the Arbitrator may determine that the employee has been dismissed for other than proper cause and he may:

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

ARTICLE 34

NO CONTRACTING OUT

34.01 There shall be no contracting out of any work by the Authority if it would result in the lay-off or the continuance of a lay-off of a permanent employee. Permanent employee for the purpose of this article means an employee who has completed their initial probationary period.

ARTICLE 35

SAFETY AND HEALTH

35.01 The Employer shall comply with all applicable federal, territorial, and municipal health and safety legislation and regulations. **All** standards established under the

legislation and regulations shall constitute minimum acceptable practice.

Right to Refuse Dangerous Work

35.02 An employee shall have the right to refuse to work in situations of imminent or unusual danger.

- (a) An employee may refuse to do any particular act or series of acts at work which he has reasonable grounds to believe are dangerous to his health or safety or the health and safety of any other employee at the place of employment until sufficient steps have been taken to satisfy him, otherwise or until the Chief Safety Officer or his representative has investigated the matter and advised him otherwise.

ARTICLE 36

DUTY TRAVEL

36.01 An employee who is authorized to travel on Authority business will be reimbursed for reasonable expenses incurred.

Entitlement

36.02 The entitlements set out hereunder are subject to limitations in Clauses **36.05, 36.07** and **36.08**. Where the expenses for meals, lodging and other items cannot be kept within the entitlements laid down in this Article, the claimant must explain the circumstances of his claim and justify actual expenses by receipts.

Transportation

36.03 The cost of transportation is authorized as follows:

- (a) economy air (employees may be entitled to travel first class if proof is provided that economy air was not available on a required flight);
- (b) privately owned car (refer to Clauses **36.10** to **36.15**);
- (c) chartered aircraft:
- (d) first class rail with sleeping car, duplex roomette, or parlour car chair except that coach class should normally be used for short trips;
- (e) rented or hired cars • where this is the most reasonable or economical means of travel. Employees renting vehicles are to ensure that the rental charge includes an item for cost of insurance coverage for damage to the

vehicle and that there is insurance against all liability.

Accommodation

- 36.04 (a) Commercial Accommodation (not exceeding 15 calendar days) - employees may be reimbursed for actual costs of authorized accommodation. Where possible employees shall use hotels which provide special rates for Government employees. When making a reservation with a listed hotel, it should be clearly indicated that the accommodation is for a Authority employee in travel status and is to be at the Government agreed rate. Commercial accommodation expenses must be accompanied by receipts.

- (b) Accommodation for Periods in Excess of 15 Calendar Days - Normally the employee will be expected to make appropriate arrangements for suitable rental accommodation at weekly or monthly rates. This should be arranged prior to the start of the period in travel status or shortly after arrival.

- (c) Non-Commercial Accommodation - where employees make private arrangements for overnight accommodation, they may claim \$13.50 for each night. This rate will be adjusted as the Federal rate is changed.

- (d) Other Accommodation - employees on extended trips may be provided with temporary accommodation at the discretion of the

Authority. Employees who obtain such lodging are not entitled to the \$13.50 non-commercial accommodation allowance referred to in 36.04(c), and are financially responsible for any damage incurred. Employees provided with this accommodation are not required to pay rent if they are in receipt of a private accommodation allowance or are paying rent at their usual place of residence.

Meals and Incidental Expenses

- 36.05 (a) Expenses claimed under this heading are for the cost of meals consumed and for such incidental expenses as tips to miscellaneous service personnel, etc.

For periods of duty travel not exceeding 15 calendar days, a per diem rate of forty *six* dollars and thirty-five cents **(\$46.35)** will be paid. In the event an employee is in travel status for a part day only, the following amounts may be claimed:

(i) Breakfast - \$8.25

(ii) Lunch - \$10.10

(iii) Dinner - \$22.00

(iv) Incidentals - \$ 6.00

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

These rates will be adjusted as the Federal Government

Rates are changed. (April 1 and October **1**)

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

(b) Except in communities where housekeeping units or

reasonable room and board are not available, when travel status extends beyond 15 calendar days in one location, the maximum amount claimable for meals shall be reduced to \$15.00 per day inclusive for all days in excess of 15 calendar days.

Other Expenses

36.06 Employees **may** be reimbursed for:

- (a) **long** distance telephone calls of an official nature providing that an explanation **is** provided. Where an employee is required to remain absent from his home over a weekend, and has been on continuous travel status for two or more days preceding the weekend, he shall be

reimbursed for a personal long distance call not to exceed 5 minutes (to be supported by receipts where available);

- (b) baggage • for storage and excess baggage charges where this is in the performance of duty and a satisfactory explanation is provided;
- (c) taxis • the use of taxis must be explained except where the purpose is self-evident. Taxis should not be authorized for repeated trips between the same place where convenient public transportation is available;
- (d) laundry • after two consecutive days on duty travel, a maximum of \$2.00 per day for each subsequent

day supported by receipts in all cases;

- (e) local phone calls for business purposes;
- (f) payment of casual wages for service personnel where a satisfactory explanation is provided, not to exceed **\$50.00**.
- (g) Child Care Expenses

Employees shall be reimbursed a maximum of fifteen dollars (**\$15.00**) per day per child upon provision of receipts, if the employee, due to the requirement to travel on behalf of the Employer, incurs child care expenses which exceed those which have normally been incurred.

Limitations

36.07 Notwithstanding Clause **36.06(f)**, no item **of** "other expenses" or transportation in excess of five dollars (**\$5.00**), will be reimbursed unless it is supported by a receipt.

36.08 The following expenses will not be allowed:

- (a) purchase of briefcases, fountain pens, tools or any other supplies or equipment;
- (b) rental of television or radio receiving sets, where not included in the charge for lodgings;
- (c) purchases of a personal nature, such **as** baggage, clothing, etc.
- (d) subject to Clause **36.06(a)**, telephone, telegraph, cable,

or radio messages of a personal nature except in the case of unavoidable delay in arrival home;

- (e) expenses of any kind incurred during stop overs for personal reasons or during periods of leave, with or without pay;
- (f) any losses of money or of personal belongings.

Procedure

- 36.09 (a) The Employer shall, by resolution, authorize Duty Travel before the start of a trip.
- (b) When requested by the employee,. an advance sufficient to cover reasonable expenses shall be provided to the employee at

least three (3) banking days prior to the commencement of **a** trip.

- (c) Upon completion of **a** trip the employee shall, within ten **(10)** working days, submit to the Manager in writing, a list of expenses and corresponding receipts (if applicable) attached, along with **a** personal cheque to cover any amount by which the travel advance exceeded the total of the claim.
- (d) Any amount by which the claim exceeds the advance shall be reimbursed to the employee within ten **(10)** days.

Travel by Privately Owned Car

- 36.10** The Authority will reimburse an employee who, with prior authority, uses a privately owned car for necessary travel on Employer business.

Entitlements

- 36.11** Subject to Clauses **36.13** and **36.14**, the following entitlements are provided:

- (a) where the use of privately owned car is authorized:
- (i) for the Authority rather than the individual's convenience -- an allowance of thirty five cents (.35) per Kilometer for travel within the Territories and

twenty seven cents
(.27) elsewhere;

- (ii) for the individual's rather than the Authority's convenience -- **an** allowance of thirteen cents (.13) per Kilometer.

These rates will be adjusted **as** the Federal Government **rates** are changed.

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

36.12 At the employee's Normal Place of Duty - if an employee is required to use his vehicle extensively on Authority business at his normal

place of duty and a Authority vehicle is not available, an allowance to suit the circumstances shall be established.

Limitations

36.13 The following limitations shall **apply:**

- (a) persons not covered by personal insurance shall not be authorized to use a private car on Authority business;
- (b) the Authority will not pay for any additional cost of insurance which may be required on the employee's car by reason of using it on Authority business;
- (c) no additional mileage allowance will be paid where

other employees on duty are carried **as** passengers.

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

Headquarters Travel

- 36.15** The Authority will reimburse employees for **u n u s u a l** transportation expenses necessarily incurred while carrying out their duties within their headquarters area if such expense has been **pre-authorized** by the Manager.

Entitlement

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

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

36.17 Where a privately owned vehicle is authorized for transportation purposes within the headquarters area, entitlement will be as set out in Clause 36.12.

Limitations

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

ARTICLE 37

SHORT TERM LEAVE FOR TRAINING
PURPOSES

37.01 Leave without pay to take advanced or supplementary professional or technical training of less than one

academic year **may** be granted to employees upon the recommendation of the Manager and with the approval of the Authority.

37.02 Such leave shall be based on an appraisal of the present and future job requirements and the qualifications of the employee applying therefore and shall be granted only to meet the identified needs.

(a) Full **or** partial financial assistance in respect of salary, tuition, travelling and other expenses may be granted during such leave;

(i) where the employee has become technically obsolete and requires retraining to

satisfactorily carry out the work, or

- (ii) where the courses are required to keep the employee abreast of new knowledge and techniques in his field of work, or
 - (iii) where qualified persons cannot be recruited to carry out essential work and it is necessary to train present employees.
- (b) Refund of tuition fees, in respect of courses may be made on receipt of evidence of successful completion, if the course is of value to the employee's work and does not require the employee to be absent from duties.

- (c) Under this Article, leave with full or partial financial assistance in respect of salary will carry with it the obligation to return after leave to work for the Authority for a period equivalent to the leave.

37.03 Where a request for leave under Clause 37.01 and 37.02 has been submitted by an employee, the Authority shall, within sixty **(60)** calendar days from the date of the employee's submission, advise the employee whether his request has been approved or denied.

ARTICLE 38

TRADES

38.01 The provision of this Article shall apply to all the following positions:

- Journeyman Carpenter
- Journeyman Housing Maintainer
- Apprentice **Housing** Maintainer
- Non-certified Trades Person

- Non-certified Housing Maintainer
- Maintenance Clerk
- Casuals working in maintenance department only

The provisions of this Article shall not be extended to apply to other classes unless mutually agreeable to the Union and the Employer.

Trades Certification

38.02 Where an employee with a certificate of qualification in one trade performs work in a trade for which he does not possess a certificate, he shall advise the Employer. The Employer shall ensure that the work performed is inspected by a qualified tradesman at the earliest possible date. The Employer will ensure that traditional job titles will be used properly reflecting the dignity and status of tradesmen; using the trade name in the position title to conform **to** the journeyman certification required.

Employees who do not hold certificates of qualification in a trade area may perform work normally performed by qualified tradesmen provided .no employee holding a certificate **of** qualification is on layoff and such

work is inspected by a qualified tradesman.

Wash-up Time

38.03 Those employees whose positions are listed in section 38.01 shall be permitted wash-up time to a maximum of ten **(10)** minutes a the conclusion of each work day. In unusual circumstances this period may be extended by the Employee's supervisor to a maximum of fifteen **(15)** minutes.

Work Clothing and Protective Equipment

- 38.04 (1) Where the following articles are required by the Employer or the Workers' Compensation Board
- (i) Hard hats
 - (ii) Aprons

- (iii) Welding goggles
- (iv) Dust protection
- (v) Eye protection,
except prescription
lenses
- (vi) Ear protection
- (vii) Coveralls

(a) The Employer
s h a l l
maintain a
sufficient
supply of
such articles
of equipment
for use by the
employees;

- (2) When the following articles are required by the Employer or the Workers' Compensation Board, the Employer shall replace these articles **as** required when they are presented worn or damaged beyond repair by

an employee, at no cost to the employee:

- (i) Hard hats
- (ii) Aprons
- (iii) Welding goggles
- (iv) Dust protection
- (v) Eye protection, except safety prescription glasses
- (vi) Ear protection
- (vii) Coveralls

38.05 (1) The Authority will provide uniform clothing free of charge to employees.

(2) The following items of uniform clothing will **be** issued as required, by the Authority:

- (i) one pair of **summer** safety boots,

-
- (ii)** one pair of winter safety boots,
 - (iii)** two pairs of summer coveralls,
 - (iv)** one pair of winter coveralls,
 - (v)** heavy duty insulated gloves **as** required **in** the winter,
 - (vi)** **work** gloves **as** required **in** the summer.
- (3)** **(a)** Uniform Clothing Issues provided free of charge to employees and replaced free of charge under prescribed conditions will be considered items of Authority property.

-
- (b) The selection of Uniform Clothing Issues **will** be the joint responsibility of the Authority and the employee.
- (4) This Clause shall only apply to employees **who have** successfully completed their probationary period.
- (5) Terms and Conditions of Uniform Clothing Issue
- (a) The Uniform Clothing Issue is provided on a replacement basis. Employees are required **to** return these articles upon replacement and on termination of employment. The Manager may at his discretion allow the

employee to retain his articles of clothing issued upon replacement or termination. Except in extenuating circumstances employees are required to wear the coveralls provided while at work.

- (b) The responsibility of maintaining Uniform Clothing Issues clean and in good repair rests with employees.

- (c) **Loss of**, or damage through negligence, to Uniform Clothing Issues will result in an assessed charge to the employee.

Compensation for Tools and Equipment

38.06 When an employee, including an apprentice, presents a worn out or broken tool, which he uses in the regular performance of his work, to the manager for verification, the employer agrees to replace such tool with a tool of similar quality. In situations where highly specialized tools not normally associated with a journeyman's tool kit are required, they will be provided by the Employer, who will retain ownership of them. The Employer shall assist employees in the purchase of tools and equipment used in the performance of their duties by purchasing such tools in the Authority name and selling them to the employee at the employer's cost price.

Adverse Weather Conditions

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

ARTICLE 39

APPRENTICES

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

(a) The Apprentices and Tradesmen Ordinance and pursuant Regulations shall apply to all Apprentices

employed by the Authority. A copy of the current Regulations shall be supplied to the apprentice upon appointment.

(b) The recognized Apprenticeship Training Programs shall be those listed in the **"Apprentice Training Schedule"** pursuant to the Apprentices and Tradesmen Ordinance.

(c) Pay increases shall not be automatic but will be based upon levels of certification issued by the Apprentices Branch and shall be effective from the

date of certification.

- (d)** Apprentice rates will be based on a percentage of the appropriate journeyman rate as follows:

Four Year Training Programs

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

Three Year Training Programs

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

Two Year Training Programs

Year 1 65%

Year 2 80%

One Year Training Programs

Year 1 70%

(e) The Employer will pay the apprentice while attending trade courses;

(i) one hundred percent (100%) of current wages,

(ii) the tool deposit. The employee agrees to reimburse the

Employer for
any amount
of the tool
deposit that
i s n o t
returned.

- (f) Apprentices shall be entitled to the benefits and terms and conditions of employment outlined in the current Collective Agreement except where otherwise stated.

- (g) Where an Apprentice fails after two attempts to successfully complete a trade training course, a recommendation may be made to the Superintendent of Apprenticeship

Training to cancel his contract and the Apprentice may be terminated.

- (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 with the Authority.**

ARTICLE 40

HOUSING BENEFIT

- 40.01 (1) All employees other than casuals will *receive* a housing benefit in the amount of:**
- (a) Effective April 1, 1989 - \$550.00 per month**
 - (b) Effective April 1, 1990 - \$575.00 per month**
 - (c) - Effective April 1, 1991 - \$600.00 per month**

- (2) Part-time employees shall receive the above benefits on a pro-rata basis; e.g., half-time equals half benefits.**
- (3) Such benefit shall be paid within the first week of each month, for the preceding month or a portion thereof where the employee works a partial month only.**
- (4) When an employee terminates his employment he shall be paid the above benefit on a pro-rata basis.**

ARTICLE 41

SENIORITY

41.01 Seniority is defined **as** length of service with the employer and shall be applied on **a** bargaining unit wide basis. Seniority shall be **a** prime factor applied in determining preference for promotions, transfers, lay-off and recall.

41.02 **A** newly hired employee shall **be** on probation for **a** period defined in Clause **2.01(v)**. During the probation period, the employee shall be entitled **to** all rights and benefits of this agreement excluding seniority, except as otherwise provided. After completion of the probationary period, seniority shall be effective from the date of commencement of the probationary period.

41.03 The Employer shall maintain a seniority list **showing** the date upon which each employee's service commenced. A copy of the seniority list shall be posted on all bulletin boards and sent to the Union and shall be kept up-to-date by the Employer.

41.04 Seniority shall not accumulate during a leave of absence without pay and after **six (6)** months' lay-off.

41.05 An employee shall lose **his** seniority in the following circumstances:

- (a) if he **is** discharged for just cause and not reinstated;
- (b) if he resigns voluntarily;
- (c) if he abandons his position;

- (d) if he is on lay-off for **more** than one year
- (e) If following lay-off, he fails to return to work within ten **(10)** working days of being recalled.

ARTICLE 42

VACANCIES. JOB POSTING. PROMOTIONS. AND TRANSFERS

42.01 Every vacancy for positions expected to be of more than **six (6)** months' duration and every newly-created position shall be posted for three (3) full working days on the Union notice board. An employee desiring a position must make application in writing to the Manager within four **(4)** working days of the first day of posting.

42.02 Seniority shall be the governing factor in determining promotions 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 training and trial period of one **(1)** months duration. Should the **Employer** determine that the employee does not possess the ability during this period, the Employer may return the employee to his former position. Such period may be extended for an additional period of thirty (30) days at the option of the Employer.

(b) Within the one month training and trial period as specified in **(a)** above, the employee may notify the Employer of his desire to revert to his former position. The Employer shall facilitate this request within **a** reasonable period of time.

42.03 Where operational requirements permit, in filling job vacancies, including promotions, transfers, and new positions, the job shall be awarded within **15** working days of posting to the successful applicant.

42.04 **No** employee shall be transferred to another position within the bargaining unit without his consent.

42.05 If an employee does not successfully complete his probationary period on transfer or promotion, the Employer

will make every reasonable effort to appoint him **to a** position comparable to the one from which he was transferred or promoted.

42.06 No employee shall be transferred to a position outside the bargaining unit without his consent. If an employee is transferred to **a** position outside the bargaining unit, he shall retain his seniority accumulated up **to** the date of leaving the unit, but will not accumulate further seniority. Such employee shall have the right to return to a position in the bargaining unit consistent with his seniority accumulated up to the date of transfer outside .the unit.

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

ARTICLE 43

LAY-OFF AND RECALL

- 43.01** Lay-offs shall be made on the basis of reverse order of seniority unless a senior employee does not possess the qualifications or skills to perform the normal requirements of the **job**.
- 43.02** The last employee laid off shall be the first recalled provided he **is** qualified to do the work and has not lost his seniority.
- 43.03** The Employer shall notify employees who are **to** be laid off one **(1)** month prior **to** the effective date of lay-off, or award pay in lieu thereof, and notify casual and probationary employees two **(2)** weeks prior **to** effective date of lay-off, or award pay in lieu thereof. Should a greater period of

notice be required by legislation, such greater period of notice or pay in lieu thereof, shall be given.

43.04 A new employee will not be hired to fill the job of a laid-off employee provided the laid-off employee has not forfeited his seniority.

43.05 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 and the employee shall acknowledge receipt of notice by signing the duplicate copy of such letter. In this instance, notice of recall is deemed to be given when served.

Where notice of recall is given by registered mail, notice is deemed to be given when the employee receives

such letter or not later than three (3) days from the date of mailing.

- 43.06** The employee shall keep the Employer advised at all times of his current address. The employee shall return to work within ten (10) working days of receipt of notice of recall, unless under extenuating circumstances, he is unable to do so.
- 43.07** Prior to a lay-off the Employer will make every reasonable effort to offer retraining to an employee in order that his lay-off may be avoided.
- 43.08** The Authority agrees that there shall be no lay-off of any employee during the life of this Collective Agreement except for lay-off resulting from lack of work or lack of funding.

43.09 The Employer is not obligated to recall a casual employee to employment after he is laid off.

ARTICLE 44

SETTLEMENT ALLOWANCE

44.01 Salary rates are based on the economic conditions evident in Yellowknife. Regional differences in cost are offset by the provision of a Settlement Allowance. This allowance will permit the average employee residing in a settlement to maintain equal purchasing power with his counterpart in Yellowknife. This allowance is not an incentive to reside in the settlement, but is basically an equalizing type of subsidy.

- 44.02** Settlement Allowance will be paid to every employee.
- 44.03** Casual, part-time and seasonal employees will be paid the Settlement Allowance prorated to an hourly rate, **up** to a maximum of the normal hours of work for their classification group.
- 44.04** The annual rate of settlement allowance shall be equal to the settlement allowance received by employees of the Government of the Northwest Territories in **Inuvik**. These rates will be adjusted upwards from time **to** time on the same effective dates **as** the Government of the Northwest Territories rates are adjusted upwards. Where it is necessary to apply a monthly, weekly, or hourly rate, the appropriate annual rate will be divided by 12, 52, 1950, 2080 respectively.

ARTICLE 45

EMPLOYEE BENEFITS PLAN

45.01 All employees shall contribute to the Employer provided Employee Benefit Plan as required by the terms of such plan. Such plan will provide the following benefits:

Life Insurance

Accident Insurance

Disability Insurance (Long Term)

Disability Insurance (Short Term)(Optional)

Supplementary/Extended Health Care Insurance (Optional)

Dental Care Insurance (Optional)

Pension Plan

The Employer shall make such deductions pursuant to Article **13.06**.

ARTICLE 46

RE-OPENER OF AGREEMENT AND MUTUAL DISCUSSIONS

Re-opener of Agreement

46.01 This Agreement may be amended by mutual consent.

Mutual Discussions

46.02 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 47~~



DURATION AND RENEWAL

47.01 The term of this Agreement shall be from April 1, 1989 to March 31, 1992.

47.02 Notwithstanding the preceding, the provisions of this Agreement, including the provisions for the adjustments of disputes in Article 33, shall remain in effect during the negotiations for its renewal and until a new Agreement becomes effective.

47.03 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 Subsection 1 of Section 49 of the Canada Labour Code, Part I.

47.04 Where notice to commence collective bargaining has been given under Clause 47.03, 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 the Canada Labour Code or by mutual agreement an arbitral award has been handed down.

ARTICLE 48

RATES OF PAY

Effective April 1, 1989:

	Clerk 3	Utilities Clerk
Step		
1	27,691	25,388
2	28,532	26,114
3	29,413	26,881
4	30,350	27,691
5	31,323	28,532
6	32,345	29,413

	Maintenance Clerk	T.R.O. Clerk
Step		
1	26,972	25,388
2	27,747	26,114
3	28,565	26,881
4	29,429	27,691
5	30,326	28,532
6	31,266	29,413

	Tenant Relations Officer	Journeyman Carpenter
Step		
1	31,543	42,245
2	32,513	
3	33,447	Journeyman
4	34,607	Housing
5	35,607	Maintenance
6	36,912	Serviceman
		41,759

	Non-certified Housing Maintenance Serviceman	Non-certified Trades
Step		
1	20,132	---
2	20,174	---
3	21,322	---
4	22,960	36,485
5	22,627	37,682
6	23,290	39,936

	Casual
Step	
1	20,132
2	20,174
3	21,322
4	21,960
5	22,627
6	23,290

**Apprentice Housing Maintenance
Servicemen**

25,055	Year 1
29,231	Year 2
33,407	Year 3

RATES OF PAY

Effective April 1, 1990:

	Clerk 3	Utilities Clerk
Step		
1	28,937	26,530
2	29,816	27,289
3	30,737	28,091
4	31,716	28,937
5	32,733	29,816
6	33,801	30,737

	Maintenance Clerk	T.R.O. Clerk
Step		
1	28,186	26,530
2	28,996	27,289
3	29,880	28,091
4	30,753	28,937
5	31,691	29,816
6	32,673	30,737

	Tenant Relations Officer	Journey man Carpenter
Step		
1	32,962	48,623
2	33,967	
3	34,952	Journeyman
4	36,164	Housing
5	37,336	Maintenance
6	38,573	Serviceman
		43,638
	Non-certified Housing Maintenance Serviceman	Non-Certified Trades
Step		
1	21,038	---
2	21,646	---
3	22,281	---
4	22,948	38,127
5	23,645	39,378
6	24,338	40,688

	Casual
Step	
1	21,038
2	21,646
3	22,281
4	22,948
5	23,645
6	24,338

**Apprentice Housing Maintenance
Serviceman**

26,183	Year 1
30,547	Year 2
34,910	Year 3

NOTE: Effective April 1, 1991, all Rates of Pay shall be adjusted by the same percentage adjustment as the percentage adjustment negotiated between the Government of the Northwest Territories and the Union of Northern Workers.

ARTICLE 49

LABOUR/MANAGEMENT COMMITTEE

49.01 A Labour/Management Committee will be formed to consult on matters of mutual interest including but not limited to:

Safety and Health • with a view to maintaining a safe work environment in accordance with Article 35.

Employee Assistance Program • to assist employees whose work performance is being adversely affected due to an alcohol or drug addiction. The Committee will deal with this matter confidentially recognizing that an alcohol or drug addiction is a medical disorder requiring treatment.

Absenteeism • to address concerns relating to sick leave, etc.

Holidays • to discuss occasions where time off with pay is appropriate to permit employees to support a community function.

Liaison with RCMP and other agencies • to discuss the extent of employee involvement.

Benefit Plans • **to** Investigate benefit plans which may be more satisfactory and **to** make recommendations to the Board of Directors and to the Union **to** this effect.

49.02 The Labour/Management Committee shall be comprised of not less than four **(4)** members with equal representation of the Union and the Employer. Each party choosing *their* respective representatives.

49.03 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.

ARTICLE 50

CIVIL LIABILITY

50.01 If **an** action or proceeding is brought against any employee or former employee covered by this Agreement for an alleged tort committed by him in the performance of his duties, then:

- (a) . The employee, upon being served with any legal process, or upon receipt of any action or proceeding as hereinbefore referred to, being commenced. against him shall advise the 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, any sums required to be paid by such an employee in connection with the settlement of any claim made against such an employee, and all legal fees provided the conduct of the employee which gave rise to the action did not constitute **a gross** disregard or neglect of his duty as an employee.

- (c) Upon the employee notifying the Employer in accordance with paragraph (a) above, the Employer and the employee shall forthwith meet and appoint counsel that is mutually agreeable to both parties.

Should the parties be unable to agree on counsel that is satisfactory **to** both, then the Employer shall unilaterally appoint counsel. The employee agrees to cooperate fully with appointed counsel.

ARTICLE 51

SEVERANCE PAY

51.01 Lay-Off

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.

51.02 In the case of an employee who is laid off for the first time following the signing of this Agreement, the

amount of Severance Pay shall be two **(2)** weeks' pay for the first complete year of continuous employment, two **(2)** weeks' pay for the second complete year of continuous employment and one **(1)** week's pay for each succeeding complete year of continuous employment. The total amount of Severance Pay which may be paid under this Clause shall not exceed twenty-eight **(28)** weeks pay.

51.03 In the case of an employee who is laid off for a second **or** subsequent time following the signing of this Agreement the amount of Severance pay shall be two **(2)** weeks pay for the first complete year of continuous employment **after** re-engagement and one **(1)** weeks pay for each succeeding complete year of continuous employment less any period in respect of which he was granted Severance Pay by the Employer from the previous lay-off

but the total amount of Severance pay which may be paid under this Clause shall not exceed twenty-seven **(27)** weeks pay.

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

51.05 Resignation

An employee who resigns after seven **(7)** years of continuous employment **is** entitled to be paid Severance Pay **on** resignation in accordance with the following formula:

$$\begin{array}{l} \text{number of years of service} \\ \times \\ \hline \text{weekly rate of } \mathbf{pay\ on\ resignation} \\ \mathbf{2} \end{array}$$

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

51.06 Dismissal. Abandonment of Position

An employee who is dismissed for cause or who has been declared to have abandoned his position shall not be entitled to Severance Pay.

ARTICLE 52

SUSPENSION AND DISCIPLINE

52.01 When employees are to be suspended or discharged from duty, the Employer shall notify the employee in writing of the reasons for such suspension or discharge within twenty-four **(24)** hours of the suspension or discharge.

52.02 When employees are required to attend a meeting where a disciplinary decision concerning them is to be taken by the Employer, or a representative of the Employer, the employees are entitled to have a representative of the Union attend the meeting. The Employer shall notify employees of their right to have a representative of the Union in attendance prior to the meeting.

SIGNED AT INUVIK THIS DAY OF
, 1989.

On behalf of
the Inuvik
Housing
Authority

On behalf of
the Public Service
Alliance of
Canada

Vicki Boudreau
Chairperson
Board of
Directors

Albert S. Burke
Executive
Vice-President

Danny Sydney
Director
Board of
Directors

Chris Church
Committee
Member

Eileen Gour
Director
Board of
Directors

Diana Tingmiak
Committee
Member

Ken Anderson
Executive
Manager

Joe Ahrens
Negotiator

SIGNED AT INUVIK THIS 9 DAY OF *August*
1990.

On behalf of
the Inuvik
Housing
Authority

Vicki Boudreau

Vicki Boudreau
Chairperson
Board of
Directors

Danny Sydney

Danny Sydney
Director
Board of
Directors

Eileen Gour
Director
Board of
Directors

Eileen Gour

Eileen Gour
Executive
Manager

On behalf of
the Public Service
Alliance of
Canada

Albert S. Burke

Albert S. Burke
Executive
Vice-President

Chris Church

Chris Church
Committee
Member

Diana Tingmiak

Diana Tingmiak
Committee
Member

Joe Ahrens

Joe Ahrens
Negotiator