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NOMBRE D'EMPLOYÉS	SA		

COLLECTIVE AGREEMENT
BETWEEN
UNION OF NORTHERN WORKERS
AND
UNITED STEELWORKERS OF AMERICA
LOCAL 8646

EFFECTIVE FROM: APRIL 1, 1996 *
TO: MARCH 31, 1997

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CLE 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.**

The parties to this Agreement share a desire to improve the quality, to promote well-being and increase the productivity of the employees to the end that the Employer 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) **"Allowance" means compensation payable to an employee in addition to her regular remuneration payable for the performance of the duties of her position;**
- (b) **"Casual Employee" means a person employed by the Employer for work of a temporary nature as per Article 34.**
- (c) **"Common-law Spouse" relationship is said to exist when for a continuous period of at least six (6) months an employee has lived with a person, publicly represented that person to be their spouse, and lives and intends to continue to live with that person as if that person were their spouse.**
- (d) **"Continuous Employment" means continuous service with the Employer. 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, her periods of employment for purposes of R.R.S.P, severance pay, vacation leave and seniority shall be considered as continuous employment with the Employer;**
- (e) **"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 her position other than by reason of her being on leave of absence;**
- (f) **"Demotion" means the appointment of an employee, for reasons of misconduct or incompetence, to a new position for which the maximum pay is less than that of her former position;**
- (g) **"Dependant" means a person residing with the employee who is:**
 - (a) the employee's spouse (including common-law); or
 - (b) a child, step-child, adopted or foster child who is:
 - (i) under twenty-one years of age and dependent on him/her for support, or twenty-one years of age or more and dependent upon him/her by reason of mental or physical infirmity, or
 - (ii) is away from the employee's place of residence while in full time attendance

at a recognized educational institution; or

- (c) any other relative of the employee's household who is wholly dependent upon her for support by reason of mental or physical infirmity;
- (h) "Employee" means a member of the bargaining unit;
- (i) "Employer" means the Union of Northern Workers;
- (j) "Grievance" means a complaint in writing that an employee, group of employees or the Union submits to management to be processed through the grievance procedure;
- (k) "Headquarters" means the settlement in which the employee's position is located. An employee shall have only one headquarters.
- (l) "Holiday" means the twenty-four (24) hour period commencing at 12:01 a.m. on a day designated as a paid holiday in this Agreement;
- (m) "Lay-off" means an employee whose employment has been terminated because of lack of work or lack of funding because of the discontinuance of a function and who is suitable for continued employment;
- (n) "Leave of Absence" means absence from duty with the Employer's permission;
- (o) "Membership Fees" means the fees established pursuant to the By-laws of the Union as the fees payable by its members as a condition of their membership in the Union
- (p) "Part-time Employee" means a person employed on a continuing basis for less than the standard work day, week or month. Unless otherwise provided for in this Agreement, part time employees will be entitled to all benefits and entitlements provided under this Agreement in the same proportion as their weekly hours of work compared to the standard work week.
- (q) "Point of Departure" means:

Edmonton - for employees in the Yellowknife, Inuvik, Fort Smith, and Kitikmeot regions.

Montreal - for employees in the Baffin region.

Winnipeg - for employees in the Keewatin region.
- (r) "Probation" means a period of one (1) year for my position at or above the Service Officer pay level and six (6) months for all other positions from the day upon which an employee first commences employment with the Employer.

If a Service Officer is hired as a trainee under Article 42, after the completion of the first year of training the employee shall be considered to be off probation.
- (s) "Representative(s)" where the word appears, indicates a representative of the Union;
- (t) "Technological Change" means a change in the way in which employee's will be expected to perform their duties as a result of the introduction of equipment which is different in nature than that normally used at the employee's worksite.

- (u) "Union" means the United Steelworkers of America.
 - (v) "Week" for the purposes of this Agreement shall be deemed to commence at 12:01 a.m. on Monday and terminate at midnight on Sunday;
- 2.02 Where the masculine gender is used, it shall be considered to include the feminine gender (and vice versa) unless any provision of this Collective Agreement otherwise specifically specifies.
- 2.03 "May" shall be regarded as permissive; "shall" and "will" as imperative; and "should" as informative only;

ARTICLE 3 - RECOGNITION

- 3.01 The Employer recognizes the United Steelworkers of America as the exclusive bargaining agent for all employees in the bargaining unit.
- 3.02 (a) **Discrimination** : The Employer and the Union agree that there shall be no discrimination, intimidation, interference, restriction or coercion exercised or practised with respect to any employee by reason of age, marital status, sex, sexual orientation, race, creed, colour, mental or physical disabilities, national origin, political or religious affiliation, union membership or activity or exercising their rights under the Collective Agreement.
- 3.02 (b) The Employer shall make reasonable efforts to accommodate an employee who is unable to perform their duties as a result of a physical disability.
- 3.03 All employees must become and remain members of the Union in good standing. The Union shall request in writing that the Employer take action against an employee not a member of the Union in violation of this clause. The Employer shall not be liable in any way, financial or otherwise, directly or indirectly, relating to any action the Employer may be required to take as a result. The Union hereby waives all grievance and arbitration rights related to action taken at the request of the Union. The Employer and the Union recognize that if this clause is invoked, the employee(s) rights under this Agreement will be relinquished.

ARTICLE 4 - APPLICATION

- 4.01 The provisions of this Collective Agreement apply to the Union, the employees and the Employer.
- 4.02 There shall be no lockout by the Employer and no strike by the employees during the term of this Agreement.
- 4.03 An employee who participates in a strike during the term of this Agreement may be subject to disciplinary action.
- 4.04 The Employer acknowledges that no employee should be required to cross a picket line or handle struck work in the performance of her duties. In the event of a legal strike, no employee shall be required to perform struck work, further the Employer agrees to endeavour to alter the work routine of affected employees in order that no legal picket line is crossed. In the event that the Employer agrees that an employee may be absent from work because of a legal strike against another employer, employees will be given leave without pay for the actual time in which an employee does not perform her duties.

ARTICLE 5 - MANAGERIAL RESPONSIBILITIES

- 5.01 Except to the extent provided herein, the Agreement in no way restricts the Employer in the management and direction of the employees.
- 5.02 The employer shall notify every employee of the name of his/her immediate designated supervisor.

ARTICLE 6 - EMPLOYER DIRECTIVES

- 6.01 The Employer shall provide the Union with a copy of all personnel directives. Where the Employer proposes to issue a personnel directive which is intended to clarify the interpretation or application of this Agreement, the Employer shall consult with the Union prior to issuing the directive.
- 6.02 **Conflict of Provisions:** Where there is any conflict between the provisions of this Agreement and any regulation, direction or other instrument dealing with terms and conditions of employment issued by the Employer, the provisions of this Agreement shall prevail.

ARTICLE 7 - UNION ACCESS TO EMPLOYER PREMISES

- 7.01 Upon reasonable notification, the Employer shall permit access to its work premises of an accredited representative of the Union. When visits to restricted areas are involved, the representative shall obtain the Employer's permission to enter the premises. Permission to enter the Employer's premises shall not be unreasonably denied.

ARTICLE 8 - TIME OFF FOR UNION BUSINESS

- 8.01 **Arbitration Hearings (Disputes):**
- (a) The Employer will grant leave with pay to a reasonable number of employees representing the Union before an Arbitration hearing;
 - (b) **Employee Called as a Witness:** The Employer will grant leave with pay to employees called as witnesses before an Arbitration Hearing.
- 8.02 **Arbitration Hearings (Grievance):**
- (a) The Employer will grant leave with pay to an employee who is a party to the grievance which is before an Arbitration Board.
 - (b) **Employee who acts as a Representative:** Where operational requirements permit, the Employer will grant leave with pay to the representative of an employee who is a party to the grievance. Such leave will not be unreasonably withheld.
 - (c) **Employees Called as a Witness:** Where operational requirements permit, the Employer will grant leave with pay to a witness called by an employee who is a party to the grievance. Such leave will not be unreasonably withheld.
- 8.03 Where an employee and her representative are involved in the process of her grievance, and whom operational requirements permit, she or they shall be granted reasonable time off with pay when the discussions take place at her place of duty, Such leave will not be unreasonably withheld.

8.04 Contract Negotiations Meetings:

The Employer shall 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.

8.05 Preparatory Contract Negotiations Meetings:

Where operational requirements permit, the Employer will grant leave without pay to a reasonable number of employees to attend preparatory negotiations meetings.

8.06 Meetings Between the Union and the Employer:

Where operational requirements permit, the Employer will grant time off with pay to a reasonable number of employees who are meeting with the Employer on behalf of the Union.

8.07 Union Meetings, Conventions and Congress Meetings, Conventions:

8.07 The Employer will grant reasonable leave without pay to a reasonable number of employees to attend Executive meetings, Area Council meetings, Conventions, Conferences and Educational of the USWA, NWT Federation of Labour and the Canadian Labour Congress.

8.08 Representative's Training Course:

The Employer will grant reasonable leave without pay to representatives of the Union to undertake training on behalf of the Union.

8.09 Time off for R_____

- (a) A representative shall obtain the permission of her immediate supervisor before leaving her work to investigate a grievance, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonable withheld.
- (b) The representative shall make every reasonable effort to report back to her supervisor before resuming her normal duties.

8.10 Labour College

Upon reasonable notice, the Employer will grant leave of absence without pay to one (1) permanent employee at any one time, for attendance at the CLC Labour College.

ARTICLE 9 - INFORMATION

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

9.02 The Employer agrees to provide each new member of the bargaining unit with a copy of the Collective Agreement upon her appointment.

ARTICLE 10 - PROVISIONS OF BULLETIN BOARD SPACE AND OTHER FACILITIES

10.01 The Employer shall provide bulletin board space in each location clearly identified for exclusive Union use.

ARTICLE 11 - DESIGNATED PAID HOLIDAYS

- 11.01 (a) The following days are designated paid holidays for employee covered by this **Collective Agreement**:
- (a) New Year's Day
 - (b) **The first Monday** in February until such a time as one additional day is proclaimed by an act of Parliament as a National Holiday. In order that the workplace in all offices may remain operational during this holiday, one employee in the classification of Secretary or Secretary/Interpreter will report to work on the first Monday in February, and will instead receive a one (1) day credit towards their annual leave. In this instance, work performed on the first Monday of February shall not be considered as work performed on a designated paid holiday. At such a time that an additional day is proclaimed by an act of Parliament, all employees shall receive the same day of leave.
 - (c) Good Friday
 - (d) Easter Monday
 - (e) Victoria Day
 - (f) Canada Day
 - (g) First Monday in August
 - (h) Labour Day
 - (i)
 - (j) Remembrance Day
 - (k) Christmas Day
 - (l) Boxing Day
- 11.02 Article 11.01 does not apply to an employee who is absent without pay on both the working day immediately preceding and the working day immediately following the designated paid holiday, except with the approval of the Employer or where leave has been granted under Article 8.
- 11.03 **Holiday Falling on a Day of Rest:** When a day designated as a holiday under Article 11.01 coincides with an employee's day of rest, the holiday shall be moved to the employee's first working day following her day of rest.
- 11.04 When a day designated as a holiday for an employee is moved to mother day under the provisions of Article 11.03:
- (a) work performed by an employee on the day from which the holiday was moved shall be considered as work performed on a day of rest, and
 - (b) work performed by an employee on the day to which the holiday was moved shall be considered as work performed on a holiday.
- 11.05 When the Employer requires an employee to work on a designated paid holiday as part of their regularly scheduled hours of duty or as overtime when they are not scheduled to work, the employee shall be paid in addition to the pay that would normally have been granted had the employee not worked on the holiday overtime in accordance with Article 18.
- 11.06 Where a day that is a designated holiday for an employee falls within a period of leave with pay, the holiday shall not count as a day of leave.
- 11.07 (a) Where the Government of the N.W.T. agrees to provide time off in support of a community function, the Employer shall also provide this time off for its employees.

- (b) Those employees who are unable to take advantage of the time off due to operational requirements shall be paid at the overtime rate in accordance with Article 18.
- (c) Where the time off referred to in Article 11.07 (a) falls within a period of leave with pay, it shall not count as a day of leave.

11.08 In recognition of the extra effort required of staff before and during convention, each employee will be granted one half (1/2) day leave with pay at a time mutually agreeable between the Employer and the employees. Such leave credit is to be liquidated during the 3 months following the triennial convention of the Union of Northern Workers.

ARTICLE 12 - LEAVE - GENERAL

12.01 When the employment of an employee who has been granted more vacation leave, sick leave or special leave with pay than she has earned, is terminated, the employee shall be considered to have earned that amount of leave with pay granted to her provided that:

- (a) an employee's employment is terminated by her death, or
- (b) an employee's employment is terminated by lay-off instituted at any time after she has completed one (1) or more years of continuous employment.

12.02 If, at the end of the calendar year, an employee's entitlement to vacation leave with pay includes a fractional entitlement of less or more than one half (1/2) day, the entitlement shall be increased as follows:

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

12.03 Employees shall be entitled to liquidate in cash outstanding vacation leave credits that exceed a one (1) year entitlement or any amount of earned lieu time upon request.

ARTICLE 13 - VACATION LEAVE

13.01 (1) Accumulation of v_____. An employee who has earned at least ten (10) days' pay for each calendar month of a calendar year 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 employment 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 nine (9) years of continuous service is completed.
 - (c) two and one-twelfth (2 1/12) days each month commencing in the month after completion of nine (9) years of continuous employment.
 - (d) two and one half (2 1/2) days each month commencing in the month after completion of twenty (20) years of continuous employment.
- (2) (a) Part time employees shall receive vacation leave on a pro-rated basis.

- (b) Article 13.01 (2) (a) shall apply for the improved vacation entitlements in (b), (c), and (d) in Article 13.01 (1).
- (c) Part time employees working under thirty (30) hours per week shall receive Vacation Travel Assistance as described in Article 13.09 pro-rated in accordance with the number of hours worked compared to a full-time employee.

13.02

Granting of Vacation Leave:

- (1) In granting vacation leave with pay to an employee, the Employer shall make every reasonable effort:
 - (a) to grant vacation leave for all employees in the calendar year in which it is earned;
 - (b) not to recall an employee to duty after she has proceeded on vacation leave;
 - (c) to grant the employee her vacation leave during the calendar year in which it is earned at a time specified by her;
 - (d) to comply with any request made by an employee before November 30, that she be permitted to use in the following calendar year any period of vacation leave of four (4) days or more earned by her in the current year;
 - (e)
 - (i) to grant the employee vacation leave for at least up to five (5) consecutive weeks depending upon her vacation entitlements when so requested by the employee;
 - (ii) to grant employees their vacation leave preference, and should a conflict between employees vacation requests arise, length of service with the Employer shall prevail;
 - (iii) where an employee is not permitted to take vacation leave during the months of June to September inclusive in any one calendar year, priority will be given to the employee's request to be granted vacation leave during the months of June to September in the next calendar year; and
- (9) to grant the employee vacation leave when specified by the employee if the period of vacation leave is less than a week, providing the employee gives the Employer reasonable advance notice.
- (2) The Employer shall reply to the request for vacation leave submitted by the employee as soon as possible after the request has been received. Where the Employer has proposed to change, reduce or deny the vacation leave requested by the employee, the Employer shall provide the employee with the reasons, in writing, for such change, reduction or denial of vacation leave.

13.03

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

- (a) is granted special leave when there is a death in her immediate family as defined in Article 14; or
- (b) is granted special leave with pay because of illness in the immediate family as defined in Article 14; or

(c) is granted sick leave on production of a medical certificate,

the period of vacation leave so displaced as per (a) (b) or (c) above 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.

13.04 **Carry-over Provisions:** Employees are not permitted to carry over more annual leave credits than can be earned in one (1) calendar year. Annual leave credits exceeding a one (1) year entitlement will be liquidated in cash in the month of January.

13.05 **Recall from Vacation Leave:** When, during any period of vacation leave, an employee is recalled to duty, she shall be reimbursed for reasonable expenses, as normally defined by the Employer, that she incurs:

- (a) in proceeding to her place of duty;
- (b) in respect of any non-refundable deposits or pre-arrangements associated with her vacation; and
- (c) in returning to the place from which she was recalled, if she immediately resumes vacation leave upon completing the assignment for which she was recalled, after submitting such accounts as are normally required by the Employer.

13.06 The employee shall not be considered as being on vacation leave during any period in respect of which she is entitled under Article 13.05 to be re-imbursed for reasonable expenses incurred by her.

13.07 **Leave when Employment Terminates:**

- (a) Where an employee dies or where his/her employment is terminated, the employee or her estate shall, in lieu of earned but unused vacation leave, be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave by the daily rate of pay applicable to the employee immediately prior to the termination of her employment.
- (b) Where an employee's employment is terminated other than for cause the Employer shall grant the employee any vacation leave earned but not used by her before the employment is terminated, if the employee so requests because of a requirement to meet the minimum service requirements for severance pay.

13.08 **Vacation Leave:** An employee whose employment is terminated by reason of a declaration that she abandoned her position is entitled to receive the payment referred to in Article 13.07. If after reasonable efforts the Employer is unable to locate the employee within six months of termination, her entitlement shall lapse, and the Employer shall so treat the disposal of wage money as per Section 39.11 as per the Northwest Territories Labour Standards Act.

13.09 **Vacation Travel Assistance:**

- (1) Employees are entitled to Vacation Travel Assistance once each fiscal year. Employees who have been employed for five (5) or more years and whose headquarters are situated off the highway system shall be entitled to the benefit of Vacation Travel Assistance twice per fiscal year.
- (2) Notwithstanding Clause (1) above, an employee shall not receive Vacation Travel Assistance under this Article during her first six (6) months of employment with the Employer.

(3) Subject to (5) below, **Vacation Travel Assistance** provided to employees and their dependants, if any, shall be:

(i) The cost of **economy class return airfare** to the point of departure. **Return airfare** shall be calculated on the following basis:

Employee	-	regular economy class fare charged for an adult.
Employee's spouse	-	regular economy class fare charged for an adult.
Employee's dependent children under 12	-	appropriate percentage of adult fare that is charged for a child.
Employee's dependent children 12 years and over	-	appropriate percentage of adult fare that is charged for a youth.

(ii) Where travel is by means other than scheduled or chartered aircraft, **Vacation Travel Assistance** as follows:

(a) For employees whose **headquarters** are situated on the highway system:

Employee -	\$250.00
Employee's spouse -	\$225.00
Employee's dependent children -	\$100.00

(b) For employees whose **headquarters** are situated off the highway system:

Employee -	\$400.00
Employee's spouse -	\$350.00
Employee's dependent children -	\$150.00

(4) Employees will, upon application for **Vacation Travel Assistance**, be issued with a cash payment equivalent to the employee's maximum entitlement as specified in (3)(i) or (3)(ii) above. Employees will not be required to submit travel expense claims or receipts.

(5) An employee shall not receive **Vacation Travel Assistance** and incoming or ultimate removal assistance in the same half of any one calendar year unless that employee is relocated at the request of the Employer.

(6) Except with the approval of the employer, no more than two (2) **Vacation Travel Assistances** will be paid out in any calendar month. During April, employees will submit their preference for payment. In the event of any conflict, seniority will be the determining factor.

13.10

Travel Time:

(1) Every employee who is requesting or has already received **Vacation Travel Assistance** shall be granted in addition to her vacation leave, subject to 13.10 (2), travel time with pay. The

amount of travel time to which an employee is entitled shall be:

- (i) if the **Vacation Travel Assistance** is granted under 13.09(i), at least one-half (1) day each way, (one (1) day for Regional Offices off the highway system), or the actual travel time, whichever is greater, provided the latter does not exceed the time normally required to travel by air to the employee's point of departure.
 - (ii) if the **Vacation Travel Assistance** is granted under 13.09(ii), one-half (1/2) day for each 200 miles, or portion thereof exceeding 100 miles. The maximum distance for which an employee may claim travel time under this provision is the road distance between her normal place of work and her point of departure.
- (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 and also for determining the entitlement to the winter bonus days described in Article 13.12.
- (3) Notwithstanding Clause (1), an employee shall not be granted travel time under this article during her first six (6) months of employment with the Employer.

13.11 Employees may "split" the benefit in 13.09 and 13.10 (i.e. fly one way and drive one way) and may claim Vacation Travel Assistance and Vacation Travel Time on this basis. However, this only applies where one mode of transportation is used on the outward leg of the journey and a different mode is used on the return trip. If an employee uses more than one mode of transportation on either the outward leg of her journey or the inward leg, she shall receive assistance and travel time for that leg of her journey as if she had travelled by means other than air.

13.12 An employee who has requested and is granted annual leave between October 1 and March 31 of any year shall, in addition to her vacation leave entitlement, receive one (1) day of extra leave when she liquidates five (5) consecutive days of annual leave within the above days; and one (1) more day when she liquidates at least an additional five (5) consecutive days of annual leave; and one (1) more day when she liquidates at least an additional five (5) consecutive days of annual leave; and one (1) more day when she liquidates at least an additional five (5) consecutive days of annual leave. No employee may receive more than four (4) extra days in any one fiscal year. Extra vacation leave days must be taken at the same time as annual leave. There will be no carry-over of these days.

13.13 If the Employer cancels an employee's approved vacation leave at any time prior to the commencement of the leave, the Employer shall reimburse the employee for all non-refundable deposits and pre-arrangements associated with the vacation.

ARTICLE 14 - SPECIAL LEAVE

14.01 **Credits:** 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 she received pay for at least ten (10) days, or
- (b) one-quarter day for each calendar month in which she received pay for less than ten (10) days.

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

14.02

For the purposes of this Article, immediate family is defined as an employee's (step)father, (step)mother, (step)brother, (step)sister, spouse, common-law spouse, natural or foster or adopted or step child, father-in-law, mother-in-law, grandparent, grandchild, or any relative permanently residing in the employee's household or with whom the employee permanently resides.

- (1) The Employer shall grant special leave earned with pay for a period of up to five (5) consecutive working days:
 - (a) when there is a death in the employee's immediate family, or
 - (b) when an employee is to be married.
- (2) The Employer may grant an employee special leave with pay for a period of up to five (5) consecutive working days:
 - (a)
 - (i) where a member of the immediate family becomes ill (not including childbirth) and the employee is required to care for the dependants or for the sick person;
 - (ii) where a member of the immediate family residing outside the employee's community of residence becomes seriously ill.
 - (iii) to attend a wedding as the Maid of Honour or the Best Man.
 - (b) where special circumstances not directly attributable to the employee prevent her reporting for duty, including:
 - (i) serious household or domestic emergencies.
 - (ii) extreme weather conditions, if the employee makes every reasonable effort to report for duty;
 - (iii) serious community emergencies, where the employee is required to render assistance; or
 - (c) in the event of the death of the employee's son-in-law, daughter-in-law, brother-in-law and sister-in-law,
 - (d) where an employee takes an examination which will improve her position or qualifications as an employee, upon the approval of the Employer.

14.03

Special leave in excess of five (5) consecutive working days for the purposes enumerated in Article 14.02 may only be granted with the President's approval.

14.04

An employee shall be granted special leave with pay up to a maximum of one (1) working day on the occasion of the birth or adoption of his/her child or to act as a birthing coach. This leave may be divided into two parts and taken on separate days. Under special circumstances, the President may extend this period to a maximum of three (3) working days. Such extension of leave shall not be unreasonably denied.

14.05

Advance of Credits: Where an employee has insufficient credits to permit the granting of special leave within the meaning of this Article, leave up to a maximum of five (5) days, may, at the

discretion of the President, be granted, subject to the deduction of such advance leave from any special leave credits subsequently earned.

14.06 **Casual Leave:** Employees may be granted casual leave with pay to a maximum of two (2) hours and such leave shall not be unreasonably denied for the following purposes:

- (a) Whenever it is necessary for an employee to attend upon her doctor, dentist, lawyer, marriage counsellor, or school appointments or when it is necessary to escort a dependant to the above-noted or to attend a funeral/memorial service during working hours she may be granted casual leave for these purposes.
- (b) **Other Casual Leave:** The Employer may grant an employee casual leave for other purposes of a special or unusual nature.

14.07 **Quarantine:** 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.

14.08 **Employee Assistance Program**

- (1) The Employer and the Union recognize that mental illness, stress, tobacco, alcohol and drug addiction are disorders, They further recognizes that unsatisfactory work performance and poor interpersonal work relationships resulting from mental illness, stress, tobacco, alcohol or drug addiction should be corrected with the assistance of the parties to this Agreement. To this end, the Employer agrees to take into consideration the following provisions:
 - (a) that an employee should be encouraged to remedy any of these disorders, and
 - (b) that an employee shall be allowed to use any special leave credits they have earned, after their sick leave credits (including my advanced credits) have been exhausted, at such a time that he/she seeks to correct this disorder, and
 - (c) that the decision to undertake treatment is the responsibility of the employee, and
 - (d) that the decision to seek treatment will not affect job security as long as the employee is actively seeking a resolution of the problem and as long as it does not destroy the underlying contract of employment.
- (2) Subject to verification, leave will be granted to attend a treatment centre where an employee's spouse is enrolled in a family treatment plan for a drug or alcohol problem or a mental illness. Such leave shall be charged against sick leave credits.

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

ARTICLE 15 - SICK LEAVE

15.01 An employee shall earn sick leave credits at the rate of one and one-quarter (1 1/4) days for each calendar month for which she receives pay for at least ten (10) days.

For the purposes of establishing credits and the granting of sick leave, the term "days" shall be defined as seven and one-half (7 1/2) hours.

15.02 Subject to (a) and (b) below, and to the remainder of this Article, all absences on account of illness

on a normal working day (exclusive of designated holidays) shall be charged against an employee's accumulated sick leave credits:

- (a) There shall be no charge against an employee's sick leave credits when her 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.

15.03 Unless otherwise informed by the Employer, an employee must sign a statement stating that because of an illness or injury she was unable to perform her duties:

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

15.04 An employee is required to produce a certificate from a qualified medical practitioner, certifying that such employee is unable to carry out her duties due to illness:

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

15.05 Where leave of absence without pay is authorized for any reason, or an employee is laid-off because of lack of work, and the employee returns to work upon expiration of such leave of absence or lay-off, she shall earn sick leave credits for each month in which she worked at least 10 days and shall retain any unused sick leave existing at the time of lay-off or commencement of leave without pay.

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

15.07 An employee is not eligible for sick leave with pay for any period during which she is on leave of absence without pay or under suspension.

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

15.09 Transportation to a Medical Centre:

- (a) Where an employee or an employee's dependant is required to travel from her place of residence in the NWT to secure medical or dental treatment, travelling expenses incurred will be reimbursed subject to the following provisions:
 - (i) Payment shall not exceed the cost of return transportation to the point of departure or the nearest place where adequate treatment is available, whichever results in the lesser expense and seven (7) days hotel accommodation and meal costs in accordance

with Article 22. In addition, required taxi or limousine charges will be reimbursed upon presentation of a receipt.

- (ii) (a) Where, due to inclement weather conditions, or to circumstances completely beyond an employee's control, her travel to the centre where treatment is to be provided is interrupted, the cost of overnight hotel accommodation will be reimbursed.
- (b) Employees in receipt of funds under part (a) of this clause shall make every reasonable effort to reimburse the Employer by initiating claims for compensation which may be available from other sources.
- (iii) (a) Payment shall not be made unless the claim is supported by a certificate from a qualified medical or dental practitioner, as the case may be, stating that the treatment was non-elective and required for the health of the patient and could not be provided by the facilities or services available where the employee resides.
- (b) In the case of employees or their dependants receiving specialized treatment, as outpatients, a maximum of thirty-eight dollars (\$38.00) per day will be reimbursed for accommodation, meals and local transportation expenses for any period beyond seven (7) days and not to exceed thirty (30) days.
- (c) This article will not apply to initial consultation visits for orthodontic purposes.
- (d) (i) Where a qualified medical or dental practitioner, as the case may be, certifies that it is necessary for an employee or her dependant to be accompanied by some other person, upon the approval of the Employer, there may be paid, in addition to the expenses previously outlined in this Article, travelling expenses of such other person not to exceed those outlined in (a) (i) and (ii).
- (ii) When someone other than a medical attendant or person designated by Health and Social Services accompanies the employee or her dependant, where applicable, she shall be the spouse or the parent.
- (e) (i) In the case of an employee being the escort for a member of her immediate family, the employee may be granted special leave for non-elective medical evacuation only. Travel time, as defined under Article 15.10, will not be granted for this escort duty.
- (ii) Employees acting as escorts for members of their immediate family for orthodontic or elective medical escort purposes will not be granted travel time for such escort duty. Annual leave or leave without pay will apply.
- (iii) Medical escort travel assistance for orthodontic visits will only be paid if the child is under eighteen (18) years old or dependant because of physical or mental disability.
- (f) Any travel assistance recovered by the employee under a group surgical or medical plan to which the Employer and the employee share the premium shall be repaid to the Employer to the extent that costs for travel have been

paid by the Employer under this Article.

- (g) This provision shall apply to an employee's dependants where the employee has declared in a Statutory Declaration that this benefit is not provided to the employee's dependant by the Employer or by another employer.

15.10 **Travel Time:** Every employee who is proceeding to a medical centre under the provisions of Article 15.09 may, with the approval of the Employer be granted leave of absence with pay which is not to be charged against her sick leave credits for the lesser of three (3) days or the actual time taken to travel from her post to the centre of medical or dental treatment and return.

ARTICLE 16 - OTHER TYPES OF LEAVE

16.01 **Court Leave:** 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 be available for jury selection or to serve as a juror; 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 an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

16.02 **Injury on Duty Leave:**

An employee shall be granted injury-on-duty leave with pay for such reasonable period as may be determined by the Employer where it is determined by a Worker's Compensation Board that she is unable to perform her duties because of:

- (a) personal injury accidentally received in the performance of her duties and not caused by the employee's wilful misconduct;
- (b) sickness resulting from the nature of her employment, or
- (c) over-exposure to hazardous conditions in the course of her employment;

if the employee agrees to pay the Union of Northern Workers any amount received by her for loss of wages in settlement of any claim she may have in respect of such injury, sickness or exposure from the Workers' Compensation Board.

16.03 **Maternity Leave**

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

- (ii) The Employer may:
 - (a) defer the commencement of maternity leave of any employee for any period approved in writing by a qualified medical practitioner or a person approved by the Director of Health Care;
 - (b) grant maternity leave to an employee to commence earlier than eleven (11) weeks before the expected termination of her pregnancy;
 - (c) require the employee to submit a medical certificate certifying pregnancy;
- (iii) Subject to Section (a) (i) above, maternity leave granted to an employee shall not be terminated by the Employer at any time prior to eight (8) weeks after the date of the termination of the pregnancy of that employee, unless the employee submits to the Employer a certificate from a qualified medical practitioner or a person approved by the Director of Health Care stating that the employee's health will not be impaired by her returning to duty at an earlier date.
- (iv) Leave granted under this Clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and seniority.
- (b) (i) After completion of six (6) months continuous employment, an employee who provides the Employer with proof that she has applied for and is eligible to receive unemployment insurance benefits pursuant to Section 18, Unemployment Insurance Act, shall be paid a maternity leave allowance in accordance with the Supplementary Unemployment Benefit Plan in Appendix "B".
- (ii) An applicant under Clause 16.03 (b) (i) shall sign an agreement with the Employer providing:
 - (a) that she will return to work and remain in the Employer's employ for a period of at least six (6) months after her return to work;
 - (b) that she will return to work on the date of expiry of her maternity leave, unless this date is modified with the Employer's consent.
- (iii) Should the employee fail to return to work as per the provisions of Clause 16.03 (b) (ii), the employee recognizes that she is indebted to the Employer for the amount received as maternity leave allowance.
- (o) In respect of the period of maternity leave, payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:
 - (i) up to a maximum of seventeen (17) weeks payments equivalent to ninety-three percent (93%) of her weekly rate of pay. The combined, weekly rate of the U.I. benefit and SUB payments will not exceed 95 percent of employees' normal weekly earnings.
 - (ii) (a) for a full-time employee the weekly rate of pay referred to in Clause 16.03 (c) (i) shall be the weekly rate of pay to which she is entitled for the classification prescribed in her certificate of appointment on the day immediately preceding the commencement of the maternity leave;
 - (b) for a part-time employee the weekly rate of pay referred to in Clause 16.03

(c) (i) shall be the pro-rated weekly rate of pay to which she is entitled for the classification prescribed in her certificate of appointment averaged over the six month period of continuous employment immediately preceding the commencement of the maternity leave.

(d) Further, when a pregnant employee produces a statement from her physician that her working condition may be detrimental to her health or that of the fetus, the Employer will either change those working conditions where that is reasonable within his operational requirements or allow the employee to take leave of absence without pay for the duration of her pregnancy.

16.04 Emergency Leave:

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

16.05 Career Development:

Leave without pay to take advanced or supplementary professional or technical training shall be granted to employees upon the recommendation of the appropriate Director and with the approval of the President.

16.06 Education leave shall be based on an appraisal of the present and future job requirements and the qualifications of the employee applying therefor 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 education leave:

(i) where the employee has become technically obsolete and requires retraining to satisfactorily carry out the work; or

(ii) where the educational courses are required to keep the employee abreast of new knowledge and techniques in her 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) Education 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 Employer for one calendar year for each academic year of leave.

(d) The full intent of 16.06 is that the employee shall not suffer any wage loss.

16.07 Where a request for leave under Article 16.05 and 16.06 has been submitted by an employee, the Employer shall, within a reasonable period from the date of the employee's submission, advise the employee if her request has been approved or denied.

Should the leave be denied, reasons in writing shall be provided to the employee within ten (10) working days.

16.08

Leave Without Pay for the Care and Nurturing of Pre-School Age Children

At the request of an employee, leave without pay, in one or more periods, to a maximum of two years during the employee's total period of continuous employment, shall be granted for the care and nurturing of pre-school age children. Any period of leave taken for this purpose shall be for a minimum of one year's duration. Where Care and Nurturing Leave is taken in conjunction with Maternity or Adoption Leave and the combined period of leave is applied for at the same time, a shorter period of leave shall be granted as long as the combined period of leave is at least one (1) year.

16.09

Adoption leave with pay

- (a) An employee who intends to request adoption leave shall *make every effort* to provide reasonable notice to the Employer, but in any event shall notify the Employer as soon as the application for adoption has been approved by the adoption agency or legal guardianship and custody papers have been drawn. Upon application the employee shall be granted adoption leave without pay of up to twenty six (26) weeks commencing on the day of the acceptance of custody of the adopted child who is below the age of majority.
- (b) Leave granted under this Clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and seniority.
- (c) (i) After completion of six (6) months continuous employment, an employee who provides the Employer with proof that he/she has applied for and is eligible to receive unemployment insurance benefits pursuant to Section 20, Unemployment Insurance Act, shall be paid an adoption leave allowance in accordance with the Supplementary Unemployment Benefit Plan in Appendix "B".
 - (ii) An applicant under Clause 16.09 (c) (i) shall sign an agreement with the Employer providing:
 - (a) that he/she will return to work and remain in the Employer's employ for a period of at least six (6) months after his/her return to work;
 - (b) that he/she will return to work on the date of the expiry of his/her adoption leave unless this date is modified with the Employer's consent.
 - (iii) Should the employee fail to return to work, as per the provisions of Clause 16.09 (c) (ii), except by reason of death, disability, or lay-off, the employee recognizes that he/she is indebted to the Employer for the amount received as an adoption leave allowance. Should the employee not return for the full six month period, the employee's indebtedness shall be reduced on a prorated basis according to the number of months he/she received pay.
- (d) In respect of the period of adoption leave, payments made according to the Supplementary Unemployment Benefits Plan will consist of the following:
 - (i) up to a maximum of seventeen (17) weeks payments equivalent to ninety-three per cent (93%) of his/her weekly rate of pay. The combined weekly rate of the U.I. benefit and SUB payments will not exceed 95 percent of employees' normal weekly earnings.
 - (ii) (a) for a full-time employee the weekly rate of pay referred to in Clause 16.09(d)(i) shall be the weekly rate of pay to which he/she is entitled for the

classification prescribed in his/her certificate of appointment on the day immediately preceding the commencement of the adoption leave.

- (b) for a part-time employee the weekly rate of pay referred to in Clause 16.09 (d) (i) shall be the prorated weekly rate of pay to which he/she is entitled for the classification prescribed in his/her certificate of appointment averaged over the six month period of continuous employment immediately preceding the commencement of the adoption leave.

- (e) Adoption leave utilized by an employee-couple in conjunction with the adoption of a child shall not exceed a total of twenty-six (26) weeks for both employees combined.

16.10 For the purpose of going out on the land, employees, subject to operational requirements, shall be granted up to five (5) days leave without pay each fiscal year.

ARTICLE 17 - HOURS OF WORK

17.01 **General:** A work week is Monday to Friday inclusive. The normal hours of work shall be between 08:30 and 17:00 inclusive of a one (1) hour lunch period.

17.02 (1) Employees shall be entitled to a rest period with pay of fifteen (15) minutes duration commencing on or about mid-morning and shall be entitled to a rest period with pay of fifteen (15) minutes duration commencing on or about mid-afternoon.

- (2) The Employer will provide an appropriate area, away from the employee's usual work station, for these rest periods. This area shall be designated a non-smoking area for the duration of the rest period. It is understood that at least one employee shall continue to work during the time that the other employees take their rest period. This employee shall be entitled to take a rest period upon the return to work of the other employees.

17.03 **Flex Time:** Where operational requirements permit, employees may operate on a flex time schedule, providing that:

- (a) the core hours shall be 10:00 to 14:00, and
(b) there shall be one employee in the office at all times between the hours of 08:30 and 17:00.

17.04 (1) The following Articles of this collective Agreement shall not apply to Service Officers:

20.01
21.01
22.01 (a)

- (2) Service Officers pay shall be calculated on a thirty-seven and one half (37.5) hour work week.

(3) A work week is Monday to Friday inclusive. The number of hours of work for a Service Officer shall be one hundred and fifty (150) hours in each contiguous four (4) week period.

(4) A Service Officer shall receive overtime calculated on a daily basis in accordance with Article 18.04 (b) for all hours worked in excess of one hundred and fifty (150) in each contiguous four (4) week period.

(5) For the purposes of calculating overtime or the number of hours worked, any authorized

leaves shall be counted as hours worked, to a maximum of seven and one-half hours per day.

- (6) **All overtime or work on a designated paid holiday shall be authorized in advance by the Employer except that, where overtime arises as a result of unforeseeable circumstances in which it is impossible to contact the Employer to obtain prior authorization, authorization after the fact by the Employer shall not be unreasonably denied. The Employer shall advise all Service Officers in writing of the persons who authorize overtime,**
- (7) **Earned overtime will be paid after each eight (8) week contiguous period as follows:**
 - (a) **Every pay day Service Officers will provide a record of hours worked for that pay period. This record shall include the location and type of work performed.**
 - (b) **The Employer shall review these hours worked and will determine the hours to be worked by the Service Officer in the subsequent four week period. When overtime payment is calculated, overtime hours worked at time and one-half in the first period will be offset against a reduction of hours of work in the second period. The remainder of the hours worked in excess of three hundred will be compensated for.**

ARTICLE 18 - OVERTIME

18.01 In this Article:

- (a) **"Overtime" means work performed by an employee with the prior approval of her supervisor in excess or outside of the regularly scheduled hours of a full-time employee.**
- (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.**

18.02 An employee who is required to work overtime shall be paid overtime compensation for each completed fifteen (15) minutes of overtime worked by her, subject to a minimum payment of one (1) hour at the overtime rate when:

- (a) **the overtime work is authorized in advance by the Employer, and**
- (b) **the employee does not control the duration of the overtime work.**

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

- 18.04
- (a) **An employee who is requested to work overtime shall be entitled to a minimum of one (1) 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 up to four (4) hours;**
 - (ii) **at double time for all hours of overtime worked after the first four (4) consecutive hours of overtime and double time (2T) for all hours worked on the second or subsequent day of rest provided the days of rest are consecutive.**

(iii) in lieu of (i) and (ii) above, the Employer shall at the request of the employee 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.

(c) "First day of rest" is defined as the twenty-four hour period commencing at midnight of the calendar day on which the employee completed her last regular shift.

(d) When the first and second or subsequent days of rest are consecutive, "second or subsequent day of rest" is defined as the period immediately following expiration of the first day of rest and ending at the time of commencement of the employee's next regular shift.

18.05 Where an employee is required to work three (3) or more hours of overtime immediately following the employee's regularly scheduled hours of duty, and because of operational requirements is not permitted to leave the place of work, the Employer will either provide the employee with a meal or a meal allowance equal to the amount specified for dinner in accordance with Article 22.

18.06 An employee may, for cause, refuse to work overtime, providing she places her refusal in writing.

18.07 (1) The Employer shall make every reasonable effort to:

(a) 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.

ARTICLE 19 - PAY

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

(a) In the event that a holiday, as defined in Article 11.01, falls on the day designated as a payday, payday shall be the day of work immediately preceding the holiday.

(b) If requested by the employee, the Employer shall, prior to the commencement of a leave with pay of five working days or more, pay in advance an amount equal to the leave entitlements for the period of time this leave with pay has been requested.

(c) The pay of new employee's will be delayed for one (1) pay period. Following an employee's severance of employment, the period of pay held back will be paid to the employee at the same time that vacation pay and severance pay is paid, minus any monies owing by the employee to the Employer.

19.02 Employees who have earned overtime compensation or any other extra allowances in addition to their regular pay shall receive such remuneration on their next regular bi-weekly payday.

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

19.03 Acting Pay:

When an employee is required by the Employer to perform the duties of a higher classification level on an acting basis, she shall be paid acting pay calculated from the date on which she commenced to act as if she had been appointed to that higher classification level for the period in which she

acts.

19.04

Salary Increases:

- (1) The Employer **agrees** to pay **the** negotiated **salary increases** to **every** employees on **the** next regular bi-weekly payday following the date this Agreement is signed.
- (2) The Employer **agrees** to pay all **retroactive** remuneration for **salary increases, overtime, acting pay and allowances** on the next regular bi-weekly payday following the date this Agreement is signed.

19.05

Present Incumbent Only:

- (1) Notwithstanding the provisions of Article 19, when a position is converted or, where as a result of audit or review, a converted position is found to be over-classified and the maximum salary payable in the new range is less than the maximum salary of the incumbent of that position, she shall be paid as the present incumbent of that position in a holding range which will permit her to be paid at a salary which is nearest to and not less than her present maximum salary.
- (2) For the purposes of this Article, a present incumbent is an employee who, subject to the above provisions, continues to receive the annual and negotiated increases for the range of the position before it was reclassified downwards.

19.06

Performance Increments:

- (1) An employee may be granted increases in pay until she reaches the maximum for the position she is holding. Such pay increases are dependent on satisfactory performance of the duties of the position by the employee and shall not be granted to the employee until the appropriate Director certifies to the President that the employee is so performing the duties of her position.
- (2) For the purposes of such pay increases the performance of the employees shall be reviewed annually.
- (3) Pay increments which are recommended by the appropriate Director shall be granted on the anniversary date of the employee's initial appointment to the Employer.
- (4) Where the appropriate Director intends to recommend withholding a pay increment from an employee, he/she shall, at least two (2) weeks and not more than six (6) weeks before the due date for the pay increment to the employee, give the employee notice in writing of his/her intention to do so. If such notice of denial is not given, the pay increment shall be implemented on the due date.

19.07

Bilingualism

- (1) The Employer shall notify the Union that a position has been designated bilingual (ie. existing or newly created position) three (3) months in advance for the purpose of review and consultation with the Union.
- (2) The Employer agrees that a unilingual employee in a position designated as bilingual should retain that position. The employee may, at the option of the Employer, be provided with language training to meet the requirements of a position that is converted to bilingual. If the employee is unable or unwilling to take and successfully complete language training, the

Employer may transfer the employee to a different position within her headquarters. The employee shall not suffer a reduction of her rate of pay as a result of this transfer.

- (3) The Employer shall pay a one-thousand dollar (\$1000) allowance per annum to all employee's who are in positions designated by the Employer as requiring bilingual proficiency provided the employee possesses the required language skills. Translating or interpreting positions shall not be subject to this allowance.

19.08 **Rates of Pay**

Employees shall be paid at the rates of pay as stated in Appendix A.

ARTICLE 20 - REPORTING PAY

- 20.01
- (1) If an employee reports to work for her regularly scheduled shift, and there is insufficient work available she is entitled to four (4) hours of work. When no work is available, she shall receive 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, she shall be entitled to four (4) hours of work at the appropriate overtime rate. When no work is available, she shall receive four (4) hours' pay at the appropriate overtime rate.
 - (3) If an employee is directed to report for work outside of her regularly scheduled hours, she 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 21 - CALL BACK PAY

- 21.01
- When an employee is recalled to a place of work for a specific duty, she 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.
- 21.02
- (1) When an employee reports to work overtime for which she has been recalled under the conditions described in Article 21.01 and is required to use transportation services other than normal public transportation, she shall be paid the actual cost of commercial transportation each way, upon the production of receipt for payment of transportation in excess of \$5.00.
 - (2) Where the employee uses his/her personal motor vehicle, s/he shall be paid the appropriate mileage rate specified in Article 22.

ARTICLE 22 - TRAVEL ON BEHALF OF THE EMPLOYER

22.01 **Travel on a Day of Rest or a Designated Paid Holiday**

- (a) When an employee is required to travel on duty for the Employer on a day of rest or a designated paid holiday, she shall be paid at the applicable overtime rate for hours travelled with a minimum of four (4) hours' pay at her straight time rate and maximum of eight (8) hours' pay at her applicable overtime rate.
- (b) 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.
- (c) Where an employee is absent from home on a designated paid holiday or a day of rest and does not work, she shall receive one day of paid leave for each day unless the absence is at the employee's request.

22.02 Duty Travel

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

22.03 Entitlement

The entitlements set out hereunder are subject to limitations in Clauses 22.06, 22.08 and 22.09. Where the expenses for meals, lodging and other items cannot be kept within the entitlements laid down in this Article, the claimant must explain the circumstances on his claim and justify actual expenses by receipts.

22.04 Transportation

The cost of transportation is authorized as follows:

- (a) economy air (employees may be entitled to travel first class if proof is provided that economy air was not available on a required flight);
- (b) privately owned car (refer to Clauses 22.11 to 22.16);
- (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;
- (f) privately owned aircraft (refer to Clauses 22.17 and 22.18).

22.05 Accommodation

- (a) Commercial Accommodation (Not exceeding fifteen (15) Calendar Days) - employees will be reimbursed for actual costs of authorized accommodation. Where possible employees shall use hotels which provide special rates for Company employees. When making a reservation with a listed hotel, it should be clearly indicated that the accommodation is for a Company employee in travel status and is to be at the Employer agreed rate. Commercial accommodation expenses must be accompanied by receipts.

- (b) **Accommodation for periods in excess of fifteen (15) calendar days - Normally the employee will be expected to make appropriate arrangements for suitable rental accommodation at weekly or monthly rates. This should be arranged prior to the start of the period in travel status or shortly after arrival.**
- (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) **Employer Accommodation - employees on extended trips may be provided with temporary accommodation at the discretion of the Employer. Employees who obtain such lodging are not entitled to the \$13.50 non-commercial accommodation allowance referred to in 22.05(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.**

22.06

Meals and Incidental Expenses

- (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 fifteen (15) calendar days, a per diem rate equal to the Federal Territorial rate will be paid. In the event an employee is in travel status for a part day only, the appropriate meal(s) plus incidentals may be claimed.

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 rates are changed.

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 fifteen (15) calendar days in one location, the maximum amount claimable for meals shall be reduced to \$15.00 per day inclusive for all days in excess of fifteen (15) calendar days.**
- (c) **An employee may not be treated as in travel status if he is appointed to the establishment of one headquarters area, but his duties are carried out at another location during the major portion of the time or continuously.**
- (d) **Where the return trip is made in one day, the amount claimable shall be on the basis of meals only.**

22.07

Other Expenses

Employees may be reimbursed for:

- (a) long distance telephone calls of an official nature providing that an explanation is provided. Where an employee is required to remain absent from his home over a weekend, and has been on continuous travel status for two (2) or more days preceding the weekend, he shall be reimbursed for a personal long distance call not to exceed five (5) minutes (to be supported by receipts where available);
- (b) baggage - for storage and excess baggage charges where this is in the performance of duty and a satisfactory explanation is provided,
- (c) taxis - the use of taxis must be explained except where the purpose is self-evident. Taxis should not be authorized for repeated trips between the same place where convenient public transportation is available.
- (d) laundry - after two (2) consecutive days on duty travel, a maximum of \$5.00 per day for each subsequent dry 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) ^a Child care expenses - employees may be reimbursed a maximum of \$30.00 per day per child upon provision of receipts, if the employee, due to the requirement to travel on behalf of the Employer, incurs child care expenses which exceed those which would have normally been incurred.

22.08 Limitations

Notwithstanding Clause 22.07(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.

22.09 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) ³ subject to Clause 22.07(a), telephone, telegraph, cable, or radio messages of a personal nature except in the case of unavoidable delay in arrival home;
- (e) expenses of any kind incurred during stopovers for personal reasons or during periods of leave, with or without pay;
- (g) ³ any losses of money or of personal belongings.

22.10 Procedure

- (a) The Employer shall authorize Duty Travel by signing the Travel Authorization and Expense Claim before the start of the trip.
- (b) This form is to be submitted as a request for an advance of travel expenses where this is required.

- (c) All requests for advances should be submitted at least three (3) working days before the trip commences.
- (d) The form will be returned to the claimant along with the cheque for the advance.
- (e) Within ten (10) days of completing the trip, the employee shall submit his claim for expenses on the preauthorized form for approval by the Employer along with a personal cheque to cover any amount by which the travel advance exceeds the total of the claim.
- (f) No employee whose headquarters is in Yellowknife is allowed to have more than one (1) travel advance outstanding at any one time, unless circumstances indicate the need for two. No employee whose headquarters is outside of Yellowknife is allowed to have more than two (2) travel advances outstanding at any one time unless circumstances indicate the need for more than two. Failure to comply with this regulation will result in automatic payroll deductions being initiated for the total amount of the advance.

22.11

Travel By Privately Owned Car

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

22.12

Entitlements

Subject to Clauses 22.14 and 22.15, the following entitlements are provided:

- (a) where the use of privately owned car is authorized:
 - (i) for the Employer's rather than the individual's convenience - the Federal Territorial rate shown as "(i)-per km first 6,500", for all travel within the Territories and the Federal Territorial rate shown as "(U)-per km from 6,500 to 12,900", for travel elsewhere;
 - (ii) for the individual's rather than the Employer's convenience - the Federal Territorial rate shown in (b) of the Federal kilometric rates.

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

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

22.13

Limitations

The following limitations shall apply:

- (a) persons not covered by personal insurance shall not be authorized to use a private car on Employer business;

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

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

22.15 Procedure

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

22.16 Travel By Privately Owned Aircraft

The Employer will reimburse employees who, with prior authority, use private aircraft for Employer business travel within the Northwest Territories.

22.17 Entitlement

Where the employee uses his own private aircraft for Employer business travel, he shall be paid the distance rates stipulated in Clause 22.12. If the journey could have been made by regular scheduled airlines and costs exceed the economy airfare for that journey, reimbursement shall be limited to the cost of the economy airfare.

22.18 Procedure

The Employer shall authorize distance allowance by signing the Travel Authorization and Expense Claim before the start of the trip.

22.19 Insurance

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

22.20 Limitation

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

22.21 Headquarters Travel

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

22.22 Entitlement

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

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

22.23 Where a privately owned car is authorized for unusual transportation purposes within the headquarters area, entitlement will be as set out in Clause 22.13.

22.24 Limitations

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

ARTICLE 23 - SEVERANCE PAY

23.01 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 layoff.

23.02 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) weeks' pay for each succeeding complete year of continuous employment. The total amount of severance pay which may be paid under this Article shall not exceed twenty-eight (28) weeks' pay.

23.03 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 she was granted severance pay by the Employer from the previous lay-off, but the total amount of severance pay which may be paid under this Article shall not exceed twenty-seven (27) weeks' pay.

23.04 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.

23.05 **Resignation:**

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

number of years of service x weekly rate of pay on
resignation

2

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

23.06 **Retirement and Termination for Health Reasons:**

(a) This Article shall apply to an employee:

(i) who retires from the Employer, or

(ii) whose employment is terminated as a result of a recommendation made to the Employer that the employee was incapable of performing her duties because of chronically poor health, and

(b) when employment terminates for either of the reasons stated in (a) above, the employee shall be paid Severance Pay equal to the product obtained by multiplying her weekly rate of pay on termination of employment by the number of completed years of her continuous employment to a maximum of twenty-eight (28), less any period of continuous employment in respect of which severance pay was previously granted.

(c) When it is necessary to terminate an employee's services for health reasons, such employee shall have the right to waive her entitlement to severance pay and, in lieu thereof, be granted an equivalent period of leave with pay.

23.07 **Death**

If an employee dies, there shall be paid to her estate an amount equal to the product obtained by multiplying her weekly rate of pay immediately prior to death by the number of years of continuous service with a maximum of twenty-eight (28) regardless of any other benefit payable.

23.08 **Dismissal, Abandonment of Position:**

An employee who is dismissed for cause from the Employer or who has been declared to have abandoned her position shall not be entitled to severance pay.

ARTICLE 24 - LAY-OFF AND JOB SECURITY

- 24.01 The parties recognize that job security shall **increase** in proportion to the length of **service**. Therefore, senior employees will be the **last laid off** and the first recalled if they **possess** the required qualifications and ability to perform **the remaining tasks**.
- 24.02 (1) **Where the duties of a position hold by an employee are no longer required to be performed**, the Employer may lay off the employee, and she thereupon **ceases** to be an employee.
- (2) A person **ceases to be** a lay-off if:
- (i) **she is not appointed to a position with the Employer within twelve (12) months from the date on which she became a lay-off**, or
- (ii) **she is appointed to a position in the Union of Northern Workers**,
- (iii) **she declines an appointment to a position with the Employer with the same or higher maximum rate of pay, except for reasons that in the opinion of the Employer are sufficient**.
- 24.03 **Before** an employee is laid off by the Employer and she **ceases** to be an employee, the following provisions must apply:
- (a) **each** such employee shall be given **three months' notice** in writing of the **effective date** of her lay-off;
- (b) every employee shall **be** entitled to **severance** pay in accordance **with** the provisions of Article 23;
- (c) **every** employessubject to lay-off shall, during the **three months** period of notice, **be granted reasonable leave** with pay for the purpose of being **interviewed and examined** by a **prospective employer**, and to such **additional leave** with pay **as the Employer considers reasonable** for the employee to **travel** to and from the place where her **presence is so required**.
- 24.04 The Employer shall make **every reasonable effort** to retrain employees who would **otherwise become redundant** as a result of Employer planned termination or **transfer** of operations to another location. Such **retraining shall commence** as **soon** as possible. **This retraining will be provided only in instances** where **there** is a **vacant** position available in the Employer's establishment for which the employee is suitable.
- 24.05 Employees who do not accept a relocation shall be placed in a position within their **existing headquarters** at **their** current pay level if such a **vacancy** exists and if the employee **has** the qualifications and ability to **perform the job**.
- 24.06 **The secondment of full-time elected officers of the UNW shall not result in the layoff or reduction of hours of any bargaining unit members.**
- 24.07 Jobs which are normally performed by members of the bargaining unit shall not be contracted out.
- 24.08 For the purposes of Article 24.07, the use of **casual** employees shall not be considered as **contracting out**.

ARTICLE 25 - STATEMENT OF DUTIES

25.01 When an employee is first engaged or when an employee is reassigned to another position in the Bargaining Unit, the Employer shall, before the employee is assigned to that position, provide the employee with a written Statement of Duties of the position to which she is assigned.

ARTICLE 26 - EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

26.01 (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 her performance appraisal.

(b) The formal review of an employee's performance shall also incorporate an opportunity for the employee to state her career development goals and that every effort be made to develop the career potentials of each employee through re-training or any other facets of career development which may be available.

(c) An employee has the right to have a Union representative present, should s/he so desire, during any meetings held between the employee and the Employer relating to the employee discipline.

26.02 In the case of promotional opportunities or disciplinary action, the Employer agrees not to introduce as evidence any document from the employee's file if she has not been made aware of its existence by copy at the time of filing.

26.03 Any notice of disciplinary action placed on the employee's file shall not be introduced by the Employer as evidence after one (1) year has elapsed in the case of promotional opportunities or disciplinary action, provided that no further disciplinary action has been recorded during this period of time.

26.04 (1) Upon written request of an employee, the employment files of the employee shall be made available for the employee's examination within a reasonable period of time. Where this request is made by an employee living outside of Yellowknife, a copy of the documentation requested shall be sent by regular mail.

(2) The employee shall be permitted to make copies of any documentation on his/her file.

(3) The employee has the right to have a Union representative present during a review of the employment files.

ARTICLE 27 - CLASSIFICATION

27.01 During the term of this Agreement, if a new or revised classification is implemented by the Employer, the Employer shall advise the Union thirty (30) days prior to its implementation in order that the rates of pay for the classification may be negotiated. If the parties have not concluded negotiations for the wage rate of the new classification within thirty (30) days, the Employer may implement a rate of pay. Once a wage rate is agreed upon, the new wage rate will be retroactive to the commencement of employment.

ARTICLE 28 - GRIEVANCES

- 28.01 A grievance may be lodged by an employee or by the Union.
- 28.02 Before submitting a grievance, an employee is encouraged to discuss the matter with the supervisor concerned. An employee, if she so desires, is entitled to be represented by the Union during such discussion.
- 28.03 A griever is entitled to be represented by the Union at each step of the grievance procedure, and the dispute shall be settled in the following manner:

STEP I

A griever shall submit a grievance to the Employer or his designate, and

STEP II

If the Employer or his designate does not deal with the grievance to the griever's satisfaction within seven (7) days, the griever may then submit the grievance to the President, and

STEP III

If the decision of the President, submitted in writing within seven (7) days to the griever is not satisfactory to the griever, the Union may submit the grievance to an Arbitrator within ten (10) days.

- 28.04 Should any difference arise between an employee and the Employer as to the meaning or application of this Agreement, the Union agrees that no cessation of work shall take place.
- 28.05
- (a) A panel of three (3) single arbitrators shall be appointed for the duration of this Agreement with the joint agreement of the Union and the Employer.
 - (b) The arbitrations shall be by a single arbitrator, to be used on a rotating basis as their names appear on the list.
 - (c) The decision of the Arbitrator in respect of an interpretation or alleged violation of this Agreement shall be final and binding upon the parties, but in no event shall the Arbitrator have the power to alter, modify or amend this Agreement in any respect.
 - (d) The Arbitrator shall have the powers contained in Sections 60 and 61 of the Canada Labour Code, Part I.
 - (e) The fees and expenses of the Arbitrator shall be equally shared by the Union and the Employer, and each party shall bear its own costs for every such arbitration.

28.06 Grievances with respect to:

- (a) Matters arising from the interpretation, application, administration or alleged violation of this Agreement, or
- (b) Disciplinary action resulting in a written reprimand, discharge (including rejection on probation) or suspension

may be referred to an Arbitrator.

28.07 The Arbitrator shall hear, consider and rule on grievances referred and shall render a decision in writing within seven (7) days after the Hearing, except by mutual consent.

- 28.08 Where the Employer discharges an employee, or where the Employer suspends an employee, the grievance procedure set forth in this Agreement shall apply except that discharge and suspension shall be initially presented at step II.
- 28.09 The dispute shall be deemed to be abandoned, and all rights of recourse to the dispute procedure shall be at an end:
- (a) if a dispute is not submitted under Step I within ten (10) days of the time the employee became aware of the circumstances giving rise to the dispute, or
 - (b) if a dispute is not advanced to Step II within seven (7) days after a decision was made or should have been made, or
 - (c) if a dispute is not advanced to Arbitration in Step III within ten (10) days after a decision was made or should have been made.
- 28.io
- (a) Any time limits provided for in this Article may be varied by the mutual consent of the Employer and the Union and confirmed in writing.
 - (b) If a violation of time limits occurs regarding Article 28, then the party in violation shall be deemed to have conceded the grievance.

ARTICLE 29 - RRSP

- 29.01 In lieu of Superannuation, the employee will be deducted an amount equal to 5% (five per cent) of the employee's salary. The Employer will pay a sum equal to 7% (seven per cent) of the employee's salary. Once per month, the total amount shall be transferred to a RRSP account in the employee's name.
- 29.02 The contribution to the RRSP account shall be calculated on the salary as established in the appropriate pay schedule and at the increment level that applies to each employee.

ARTICLE 30 - REMOVAL ASSISTANCE

- 30.01 An employee, upon terminating employment with the Employer shall receive after two years service one thousand two hundred and fifty dollars (\$1,250.00); after three years service, two thousand three hundred dollars (\$2,300.00); and after four years service, three thousand three hundred dollars (\$3,300.00); and after seven years service four thousand five hundred dollars (\$4,500.00) as removal assistance.
- 30.02 This payment shall be granted within thirty (30) days of application for this benefit.
- 30.03 The Employer will not pay removal assistance to an employee who receives duplicate assistance from another employment source.
- 30.04 Employees must move from their community of residence in order to receive removal assistance. The move must take place within thirty (30) days, except in extenuating circumstances approved by the President. Extenuating circumstances shall not be unreasonably denied by the President.
- 30.05 For the purpose of establishing entitlement as stated in 30.01, a year shall be interpreted as a completed period of 1956 hours worked.

- 30.06 Employees who are being transferred shall be given one (1) day of leave with pay prior to a move and one (1) day of leave with pay upon arrival at their destination.

ARTICLE 31 - HOUSING ALLOWANCE

- 31.01 Housing will be provided by the Employer on an ongoing basis to employees in all communities except Yellowknife, Fort Smith, Hay River, and Fort Simpson.

- 31.02 (a) Where housing is provided by the Employer, the Employer shall not charge an employee nor deduct from an employee's pay more than the following:

- (i) Rent - House per annum per square metre of usable space
Effective April 1, 1993 - a minimum of \$42.89.
- Apartment per annum per square meter of usable space
Effective April 1, 1993 - a minimum of \$37.60.

- (ii) Electricity \$10.97 per annum per square metre of usable space

- (iii) Water \$3.49 per annum per square metre of usable space

- (iv) Furniture 1 bedroom unit \$20/month
2 bedroom unit \$25/month
3 bedroom unit \$30/month

- (b) The above rates for electricity and water will increase for the employee in the same percentage amounts as rates are increased for the Employer.

- 31.03 All employees, except for those in Employer provided housing, shall receive a housing allowance in the amount of four hundred and fifty dollars (\$450.00) per month. This benefit shall be pro-rated for part-time employees. Housing Allowance shall be paid on a bi-weekly basis.

31.04 **Community Allowance**

Employees in the following community(ies) shall be paid a Community Allowance as follows:

Iqaluit Effective April 1, 1993 - a minimum of \$189.13 biweekly.

Cambridge Bay Effective April 1, 1994 - a minimum of \$250.59 biweekly.

- 31.05 If the Employer creates a new position *in*, or relocates an employee to a community not listed in Article 31.04, the Community Allowance for that community shall be negotiated with the Union. Upon the commencement of the new position or transfer, the Employer will apply a Community Allowance. When agreement in this regard is reached between the parties retroactive pay will be paid, if applicable, to the date of commencement of the position or transfer.

ARTICLE 32 - CHECK-OFF

- 32.01 The Employer will, as a condition of employment, deduct membership dues in the amount certified by the Union to the Employer, to be currently in effect under the Union's Constitution.

- 32.02 The Union shall inform the Employer in writing of the authorized deduction to be checked off for each employee in the bargaining unit.
- 32.03 For the purpose of applying Article 32.01, deductions from pay for each employee in respect of each bi-weekly period will start with the first full bi-weekly period of employment or membership to the extent that earnings are available. Where an employee does not have sufficient earnings in respect of any bi-weekly period to permit deductions, the Employer shall not be obligated to make such deductions from subsequent salary.
- 32.04 From the date of signing and for the duration of this Agreement, no employee organization other than the Union shall be permitted to have membership fees deducted by the Employer from the pay of the employees in the bargaining unit.
- 32.05 The amounts deducted in accordance with Article 32.01 shall be remitted to the Treasurer of the United Steelworkers of America, by cheque, once a month after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on her behalf.
- 32.06 The Employer agrees to make deductions for other purposes on the basis of the production of appropriate documentation.
- 32.07 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer.
- 32.08 The Employer agrees to identify annually on each employee's T4 slip the total amount of Union dues deducted for the preceding year.
- 32.09 The Union will provide the Employer with the names of officers and representatives of the Union within a reasonable period.

ARTICLE 33 - BE _____

- 33.01 The Employer will provide a dental care plan for all employees in the bargaining unit and their dependents. The benefits of this plan will be no less than and subject to the provisions of the plan supplied to Government of the N.W.T. employees who are represented by the Employer.
- 33.02 Notwithstanding 33.01 above the Employer agrees to maintain the up-to-date rate in accordance with the prevailing dental fee guide.
- 33.03 The Employer shall continue to provide a Benefit Package with coverage equal to the coverage provided by the Life Insurance, Accidental Death and Dismemberment and Long-Term Disability Plans in effect on April 1, 1993.
- 33.04 The Employer shall pay 75% of the premium cost of the Life Insurance, Accidental Death and Dismemberment and Long-term Disability Plans.
- 33.05 Employees shall be re-imbursed for up to \$200.00 for the cost of prescription lenses and frames for an employee or an employee's dependant once during the term of this Agreement, upon production of a receipt.

ARTICLE 34 - CASUAL EMPLOYEES

- 34.01 (a) The employer shall hire casual employees for a period not to **exceed** four (4) months of continuous employment.
- (b) Casuals may be hired for a minimum of five days
- (c) **The above time limits** may be amended with the consent of the Union.
- (d) **Casual Employees shall be paid in accordance with Appendix - A, Rates of Pay.**
- (e) Where the Employer **anticipates the period** of temporary employment will be in **excess of four (4) months**, the Employee shall be **appointed on** a term basis and shall be **entitled to** all provisions of the Collective Agreement from **the first day of her employment.**
- 34.02 **The Employer shall ensure that a series of casual and/or term employees will not be employed in lieu of establishing a full-time position or filling a vacant position.**
- 34.03 A *casual* employee shall be entitled to the provisions of this Collective Agreement **except as follows:**
- (a) **Article 2.01 (d) "Continuous Employment" in respect to a casual employee shall include my period of employment with the Employer which has not been broken by more than ten (10) working days.**
- (b) **The following clauses of the Articles contained in this Collective Agreement do not apply to casual employees:**
- (i) **Vacation leave - 13.01, 13.02, 13.03, 13.05, 13.06, 13.09, 13.10, 13.11, 13.12.**
- (ii) **Sick leave - 15.06, 15.09, 15.10.**
- (iii) **Other types of leave - 16.03(b), 16.05, 16.06, 16.07, 16.09(c), 16.10.**
- (iv) **Lay-off - 24.01, 24.02, 24.03.**
- (v) **Employee Performance Review and Employee Film 26.01, 26.02, 26.03.**
- (vi) **RRSP - 29.01, 29.02.**
- (vii) **Housing Allowance - 31.01**
- (c) **In lieu of Article 13.01, casual employees will receive vacation pay at the rate of 6% of their regular wages.**
- 34.04 A casual employee shall upon **commencement** of employment be notified of the **anticipated termination of her employment**, and shall be provided **one (1) day's notice of lay-off for each week of continuous employment to a maximum of ten (10) days' notice.**

ARTICLE 35 - TECHNOLOGICAL CHANGE

- 35.01 (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 for sophisticated equipment, the Employer agrees to provide as much advance notice as is practicable but not less than three (3) month's notice to the Union of any technological change in equipment which would result in substantial changes in the employment status or working conditions of employees as provided for 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. Where the Employer requires the employee to develop new skills as a result of these changes, the employee shall be provided with a reasonable amount of training. This training will occur during the employee's normal working hours where possible, however should the courses occur after regular working hours, the employee and Employer shall mutually agree upon suitable time off based on straight-time rate compensation. Training courses provided for in accordance with this provision shall be at no cost to employees.

ARTICLE 36 - SABBATICAL LEAVE

36.01 The Employer shall grant leave of absence without pay for a period of up to one (1) year but not less than six (6) months to each employee who has completed four (4) years of continuous employment within the bargaining unit. Furthermore the Employer shall grant further periods of leave without pay of up to one (1) year but not less than six (6) months after an employee has completed each additional four (4) years of continuous employment within the bargaining unit.

It is recognized that the primary intent of this Sabbatical Leave provision is to provide personnel with needed leaves of absence without pay with no increased cost to the Employer.

36.02 The terms and conditions governing this leave shall be:

- (a) The Employer shall not be required to grant such leave during the same period of time to more than one (1) employee. If more than one (1) employee submits a request for such leave which covers all or part of the same period of time, seniority shall be the determining factor in the granting of such leave.
- (b) Requests for such leave shall be submitted in writing no later than six (6) months prior to the date of commencement of such leave. Such requests shall include the date of commencement and the date of termination of such leave.
- (c) Leave granted under the Article shall be deducted from the calculation of continuous employment for the purpose of calculating severance pay, ultimate removal and vacation leave for the employee involved. Time spent on such leave shall not be counted for pay increment purposes.
- (d) During any period of leave granted under this Article, the employee shall pay the full premium (100%) for the benefit plans specified in this Collective Agreement.
- (e) An employee granted leave under this Article shall have the right to return to a position in the bargaining unit for which the Employer considers her suited at the greater of her former pay level and step including any negotiated increases or at a pay level and step in a new classification which represents the pay level she would have received if she had been promoted to that position.

- (f) **Sabbatical Leave may be taken in conjunction with earned annual leave and corresponding vacation travel entitlements will apply. When vacation travel assistance is taken in conjunction with this leave and ultimate removal is claimed during the leave of absence or within six (6) months of its termination the amount of such travel assistance will be deducted from the ultimate removal entitlement.**
- (g) **An employee who fails to return from this leave on the date specified without the written authorization of the Employer shall be deemed to have abandoned her position.**
- (h) **Employees on Sabbatical Leave are not entitled to receive any benefits or allowances to which they would be entitled under the Collective Agreement unless otherwise specified in this Article. Without limiting the generality of the foregoing employees on Sabbatical Leave are not entitled to receive Housing Allowance, Medical Travel Assistance or benefits under the Dental Plan.**

36.03

Deferred Payment Plan

(a) **Purpose**

- (i) **Subject to 36.01 and 36.02 above, an employee may in conjunction with the sabbatical leave provisions utilize the following provisions of this Article for the purpose of ensuring income during the sabbatical leave. The Deferred Payment Plan will afford the opportunity of taking a one (1) year leave of absence, and through deferral of salary, finance the leave.**

(ii) **Application**

An employee must make written application to the Employer thirty days prior to the first day of the month deferment is to commence, to participate in the plan.

(b) **Payment Formula and Leave Absence**

- (i) **In each year of the plan, preceding the year of the leave, an employee will be paid a reduced percentage of applicable annual salary.**
- (ii) **The remaining percentage of the gross salary will be deducted in bi-weekly instalments commencing with the first paycheque of the month in which deferment commences.**
- (iii) **All deferred salary shall, where possible, be forwarded to the financial institution and savings plan of the employee's choice.**
- (iv) **Unless otherwise required by Revenue Canada, employee contributions for Canada Pension Plan, Unemployment Insurance and Income Tax are to be deducted from the portion of salary remaining after the approved deferment percentage. Employee RRSP deductions during each year of the plan, including the year of leave, shall be made on the basis of the portion of salary remaining after the approved deferment percentage. In the year of leave, Income tax, Canada Pension Plan and Unemployment Insurance contributions are to be made from the deferred salary plus accumulated interest.**
- (v) **In the year of the leave, the amount accumulated in the previous years will be paid out in equal bi-weekly instalments. The residual will continue to earn interest at the prevailing rate outlined in (iii) above and any adjustment of accumulations will be**



paid on the twenty-sixth (26th) instalment.

(c) **Benefits**

- (i) Benefits tied to the salary structure shall be structured to the actual amount paid before deferment.
- (ii) An employee's benefits will not be maintained during his/her leave, however the Employer agrees to maintaining benefits if the employee pays one-hundred percent (100%) of the premium costs.
- (iii) The period of leave shall count for purposes of determining continuous service.

(d) **Withdrawal from the Plan**

- (i) An employee may withdraw from the Plan at any time.
- (ii) An employee who withdraws from the Plan shall be paid a lump sum adjustment equal to monies deferred plus interest accrued. Repayment shall be made as soon as possible.
- (iii) Should an employee die while participating in the Plan, any monies accumulated, plus interest accrued at the time of death, shall be paid to the employee's estate.
- (iv) Any repayment shall be subject to the Income Tax laws respecting lump sum payments.

ARTICLE 37 - SAFETY AND HEALTH

37.01 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.

37.02 (a) **Right to Refuse Dangerous Work**

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

An employee may refuse to do any particular act or series of acts at work which the employee believes are dangerous to his or her health or safety or to the health or safety of any other person at the place of work until sufficient steps have been taken to satisfy the employee otherwise, or until the Territorial Director of the Safety Division or representative has investigated the matter and advised the employee otherwise.

(b) **First Aid Training**

The Employer will encourage employees to take first aid courses and will assume the costs of such courses and also the costs of refresher courses required to maintain the validity of a certificate. Employees taking first aid training shall be granted leave with pay for the duration of the courses. Two employees of the Yellowknife office and one employee of the Iqaluit office will be entitled to the standard sixteen hour course provided for herein.

37.03 Service Officers who have not received a clothing allowance shall receive \$200.00 for the purpose of the ~~Winter~~ Clothing Allowance with their first pay cheque in September. New employees hired

as Service Officers will receive a \$200.00 Winter Clothing Allowance if they are hired between the months of September to May. Otherwise, the new Service Officer will receive a \$200.00 Winter Clothing Allowance with his first paycheque of the following September. Thereafter, Service Officers will receive a \$100.00 Winter Clothing Allowance with their first paycheque of September.

Safety and Health Representatives

- 37.04 (a) A Safety and Health Representative:
- (i) shall receive, consider and expeditiously dispose of complaints relating to safety and health;
 - (ii) shall participate in all inquiries and investigations pertaining to safety and health including consultations necessary with persons who are professional or technically qualified to advise on such matters;
 - (iii) shall monitor on a regular basis, programs, measures, and procedures related to safety and health;
 - (iv) shall ensure that adequate records are kept on work accidents, injuries and health hazards;
 - (v) may request from the Employer information the representative considers necessary to identify existing or potential hazards in the workplace; and
 - (vi) shall have full access to reports in the possession of the Employer relating to safety and health but shall have access to the medical records of any person only with the consent of that person.
- (b) Employees are entitled to paid time from work to carry out functions as Safety and Health Representative. Where meetings with the Employer are urgently required as a result of an emergency, or other special circumstances outside of the employee's normal working hours, such time shall be compensated by equivalent time off at the employee's straight time rate.
- (c) No Safety and Health Representative is personally liable for any act or omission done in good faith under the authority of this Clause.
- (d) The Employer shall post and keep posted, in a conspicuous place or places where it is likely to come to the attention of employees, the name and work location of the Safety and Health Representative.
- 37.05 Employees shall, as soon as practical, report all personal injuries and/or accidents which occur on the job, to their immediate supervisor. As deemed necessary, such accidents shall be jointly investigated by one member from management and the Safety and Health Representative or another employee as designated by the Union.
- 37.06 Employees shall be allowed a ten (10) minute break away from a Video Display Terminal (VDT) after each hour of continuous operation, to perform other job functions.

ARTICLE 38 - COOLING OFF PERIOD

- 38.01 Once per calendar year, an employee who willfully terminates his employment as a result of a misunderstanding or argument shall be allowed to return to work and remain employed if he/she

does so within two (2) working days, excluding the day of the incident.

ARTICLE 39 - CIVIL LIABILITY

- 39.01 If an action or proceeding is brought against any employee or former employee for an alleged tort committed by him/her in the performance of his/her 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/her shall advise the Employer of any such notification or legal process;
 - (b) The Employer shall pay any damages or costs awarded against any such employee in such action or proceedings and all legal fees, and/or;
 - (c) The Employer shall pay any sum required to be paid by such employee in connection with the settlement of any claim made against such employee if such settlement is approved by the Employer before the same is finalized; 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.
 - (d) Upon the employee notifying the Employer in accordance with paragraph (a) above, the Employer and the employee shall forthwith meet and appoint counsel that is mutually agreeable to both parties. Should the parties be unable to agree on counsel that is satisfactory to both, then the Employer shall unilaterally appoint counsel. The Employer accepts full responsibility for the conduct of the action and the employee agrees to cooperate fully with the appointed counsel.
 - (e) If upon adjudication of a matter arising out of this Article there is a finding that the employee was acting in gross disregard or neglect of his duties or the employee was not adhering to the Employer's direction at the time of the alleged tort then he shall be indebted to the Employer for an amount equal to the expenses incurred on his behalf pursuant to this Article. Prior to said recovery the Employer and employee shall discuss an acceptable recovery schedule.
 - (f) In the event that a successful counterclaim arises, and a monetary award results, the employee shall reimburse the Employer for any costs incurred pursuant to this Article to the extent that the amount of the award received is sufficient to cover the costs incurred on the employees behalf.

ARTICLE 40 - STAFFING

- 40.01 When a new permanent position is created or an existing permanent position becomes vacant within the bargaining unit, notice of staffing the new position or vacant position shall be posted.
- 40.02 In the event of a vacancy within the bargaining unit, the Employer will consider the qualifications, ability, adaptability, and experience of all applicants, and where these attributes are equal the position will be awarded to the senior bargaining unit applicant. When the position is awarded to a bargaining unit member, the Employer may, within the first six (6) months of the employee's employment in this position, decide that the employee is not suitable and place the employee in their former position at the appropriate pay level.
- 40.03 All job postings received from the PSAC shall be posted on the union bulletin board as soon as practically possible after they are received.

40.04 ~~Term employees whose term has expired shall~~, for a period of one (1) month for each month of consecutive ~~m i c e~~ to a maximum of twelve (12) months, be given priority consideration. ~~similar~~ to that given to bargaining unit members, for available positions. ~~on condition that they keep the Employer advised as to how they may be contacted and them is no cost to the Employer other than in advising them of the availability of the position.~~

ARTICLE 41 - TERM OF AGREEMENT

* 41.01 ~~The term of this agreement shall be from April 1, 1996 until March 31, 1997.~~

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

ARTICLE 42 - SERVICE OFFICER TRAINING POSITION

42.01 ~~Salary levels for Service Officer trainees will be paid according to the classification of the target position and the duration of the training as outlined below:~~

<u>Duration of Training</u>	<u>Year 1</u>	<u>Year 2</u>
Two Years	80%	90%

~~The percentages refer to the appropriate percentage of Step 1 of the classification level of the Service Offices and progression on the above salary grid will be dependent upon successful completion of the training requirements for each year.~~

42.02 ~~When appointment to a training position will result in a promotion for an employee at the completion of training, but which will initially result in less pay, salary will remain at the employee's current salary level plus negotiated increases, until the training program is completed or the trainee salary scale catches up to the incumbent's salary.~~

42.03 ~~Trainees are guaranteed employment at the successful conclusion of their training program, at which point they will be directly appointed to a target position,~~

42.04 ~~The hours of work for Service Officer trainees shall be in accordance with Article 17.04 of this Collective Agreement.~~

ARTICLE 43 - UNION/MANAGEMENT CONSULTATION

43.01 ~~The parties agree to establish a Union/Management Committee of two (2) representatives from each party to meet on a regular basis during working hours to discuss matters of mutual interest. Such matters will include but not be limited to:~~

- ~~1. Establishment of a Joint EAP program,~~
- ~~2. Health and Safety matters;~~
- ~~3. Solar deprivation;~~
- ~~4. Smoking and non-smoking areas;~~
- ~~5. Job evaluation and job description;~~
- ~~6. Any other matters of mutual concern.~~

43.02 ~~The parties shall consult on possible improvements to the Dental Plan which shall not result in increased costs to the Employer.~~

APPENDIX "A"

RATES OF PAY

LEVELS	1	2	3	4	5	6
<u>Effective April 1, 1994</u>						
SECRETARY	33086	34078	35101	36154	37238	38355
CASUAL SECRETARY	29708					
RECORDS CLERK	35628	36577	37587	38633	39767	40904
SECRETARY/TRANSLATOR	37616	38745	39907	41104	42337	43607
RESEARCH/PUBLIC AFFAIRS OFFICER	41335	42698	44107	45563	47067	48620
SERVICE OFFICER/EXECUTIVE ASSISTANT	52794	54378	56007	57689	59419	61201

NOTES:

1. Casuals hired to perform specific Secretarial duties will be paid at the "Casual Secretary" rate; casuals hired to temporarily replace permanent Secretaries will be paid at Step 1.
2. Casuals hired to perform duties at pay rates higher than the Secretary pay scale shall be paid at Step 1 of the classification in which they are working.

Post-It™ Fax Note	7671E	Date	# of pages
To	GLEN Burns	From	MIOGE
Co./Dept.		Co.	UNW
Phone #		Phone #	
Fax #		Fax #	

APPENDIX "B"

**SUB PLAN APPLICATION
UNION OF NORTHERN WORKERS**

- A) The following groups of employees are covered by the plan:
Members of the United Steelworkers of America, Local 8646, who have been employed by the Union of Northern Workers for six months or more. Currently, there are eight (8) employees who would be covered.
- B) The plan is to supplement the unemployment insurance benefits received by workers for temporary unemployment caused by pregnancy or adoption.
- C) Employees must prove that they have applied for and are receiving unemployment insurance benefits in order to receive payment under the plan. The Employer will request a computer report that is provided by the Canada Employment and Immigration Commission for verification purposes.
- D) The benefit paid under this plan is 93% of the employee's regular weekly earnings.
- E) This SUB benefit will be paid for a maximum of 17 weeks.
- F) 1) The plan is financed by the Employer's general revenues.
2) SUB payments will be kept separate from payroll records.
- G) The duration of the plan is for the duration of this Collective Agreement.
- H) The Employer will inform the Canada Employment and Immigration Commission in writing of any changes to the plan within thirty (30) days of the effective date of the change.
- I) Employees do not have a right to SUB payments except for supplementation of UI benefits for the unemployment period as specified in the plan.
- J) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under the plan.

Dated: 23rd day of January, 1995

Signature(s) of responsible party(ies)

R. Yaremko
Director, Membership Services

D. Crook
President

W. Skrypnyk
Staff Representative, USWA

MEMORANDUM OF UNDERSTANDING #1

BETWEEN

THE UNION OF NORTHERN WORKERS
(The Employer)

AND

THE UNITED STEELWORKERS OF AMERICA
(The Union)

In the event the Union of Northern Workers wins its grievance against the Government of the Northwest Territories in regards to the payment of a Settlement Allowance, a Community Allowance under Clause 31.04 of the Agreement between the Employer and the Union shall be paid to employees in the same amount as granted to UNW-GNWT employees, retroactive to April 1, 1993.

Signed this **20th** day of May, **1993**

(Original signed by) _____
Darm Crook
President, UNW

(original signed by) _____
Wayne Skrypyk
Staff Representative, USWA

MEMORANDUM OF AGREEMENT

between

THE UNION OF NORTHERN WORKERS
(the "Employer")

and

THE UNITED STEEL WORKERS OF AMERICA
(the "Union")

The Employer and the Union agree to renew the Collective Agreement between the parties amended as follows in this Memorandum:


1. That Article 41.01 shall be amended to read: "The term of this agreement shall be from April 01 1996 until March 31 1997."

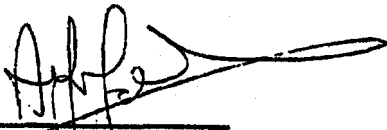
Signed this 12th day of March 1996.

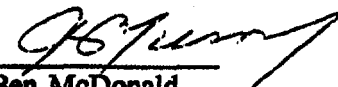
For the Employer:

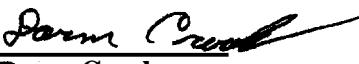
For the Union:

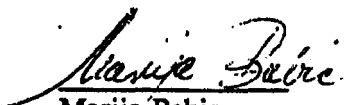

Scott Wiggs
Director, Membership Services


Wayne Skrypnik
Staff Representative, USWA


Andrew Johnson
Executive Member


Ben McDonald
Member, USWA Loc. 8646


Darm Crook
President


Marija Babic
Member, USWA Loc. 8646

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