

SOURCE	Union		
EFF.	96	04	01
TERM.	98	03	31
NO. OF EMPLOYEES	6		
NOMBRE D'EMPLOYÉS	6		

COLLECTIVE AGREEMENT

BETWEEN

**THE PUBLIC SERVICE ALLIANCE OF CANADA
(as represented by it's agent)**

THE UNION OF NORTHERN WORKERS

AND

**THE REPULSE BAY
HOUSING ASSOCIATION**

**EFFECTIVE:
EXPIRES:**

*
April 1, 1996
March 31, 1998

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

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ARTICLE 1

PURPOSE OF AGREEMENT

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

ARTICLE 2

INTERPRETATION AND DEFINITIONS

- 2.01 For the purpose of this Agreement:
- (a) "Alliance" means the Public Service Alliance of Canada.
 - (b) "Allowance" means compensation payable to an employee in addition to his regular remuneration payable for the performance of the duties of his position.
 - (c) "Association" and "Employer" mean the Repulse Bay Housing Association.
 - (d) "Committee" means the Labour/Management Committee.
 - (e) "Bargaining Unit" means all employees of Repulse Bay Housing Association excluding the Secretary Manager as certified by the Canada Labour Relations Board on March 1, 1984.
 - (f) "Lieu Time" means leave with pay taken in lieu of a cash payment.
 - (g) A "common-law spouse" relationship is said *to* exist when, for a continuous period of at least one year, an employee has lived with a person, publicly represented that person to be his spouse, and lives and intends to continue to live with that spouse as if that person were his spouse.
 - (h) "Continuous Employment" and "Continuous Service" means uninterrupted employment with the Association, and
 - (i) with reference *to* reappointment of a layoff his employment in the position held by him at the time he was laid off, and his employment in the position to which he ~~is~~ appointed shall constitute continuous employment:
 - (ii) where an employee ceases to be employed for a reason other than dismissal, abandonment of position *or* rejection on probation, and is re-employed within a period of three months, his

periods of employment for purposes of sick leave, vacation leave and travel benefits shall be considered as continuous employment with the Association.

- (i) "Day of Rest" in relation to an employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of his position other than by reason of his being on leave of absence.
- (j) "Demotion" means the appointment of an employee for reasons of misconduct, incompetence or incapacity, to another position for which the maximum pay is less than that of his former position.
- (k) "Double time" means twice the straight time rate.
- (l) "Dependent" means a person residing with the employee who is the employee's spouse (including common law), child, step child, adopted child who is under nineteen (19) years of age and dependent of him/her for support or being nineteen years of age or more and dependent upon him/her by reason of mental or physical infirmity or any other relative of the employee's household who is wholly dependent upon him/her for support by reason of mental or physical infirmity.
- (m) "Employee" means a person employed by the Association who is a member of the bargaining unit and includes:
 - (i) "Full-time employee", which means a person employed on a continuing basis for an indeterminate period.
 - (ii) "Part-time employee" which means a person employed on a continuing basis for less than a standard work day, week or month for an indeterminate period.
- (n) "Fiscal Year" means the period of time from April 1, in one year to March 31, in the following year.
- (o) "Grievance" means a complaint in writing that an employee, group of employees, or the Union submits to the Employer or that the Employer submits to the Union, to be processed through the grievance procedure.
- (p) "Holiday" means the twenty-four (24) hour period commencing at 12 midnight at the beginning of a day designated as a paid holiday in this Agreement.
- (q) "Layoff" means an employee whose employment has been terminated because of lack of work, the discontinuance of a function or lack of funding.
- (r) "Leave of Absence" means absence from duty with the Employer's permission.
- (s) "Manager" means the Secretary Manager of the Association.
- (t) "May" shall be regarded as permissive and "Shall" and "Will" as imperative
- (u) "Membership Fees" means the fees established pursuant to the By-Laws of the Union as the fees payable by the members of the Bargaining Unit.
- (v) "Overtime" means work performed by an employee before or after or in excess or outside of his regularly scheduled hours of work.

- (w) "Point of Departure" means Winnipeg.
- (x) "Probation" means a period of twelve (12) months from the day upon which an employee is first appointed to the Housing Association and six (6) months on promotion or transfer.
- (y) "Promotion" means the appointment of an employee to a new position, the maximum rate of pay of which exceeds that of his former position.
- (z) "Rates of Pay"
 - (i) "daily rate of pay" means an employee's hourly rate of pay multiplied by the employee's daily hours of work as set out in Article 22.
 - (ii) "weekly rate of pay" means an employee's daily rate of pay multiplied by five (5).
 - (iii) "bi-weekly rate of pay" means an employee's daily rate of pay multiplied by ten (10).
 - (iv) "annual rate of pay" means an employee's weekly rate of pay multiplied by 52.176.
 - (v) "monthly rate of pay" means an employee's annual rate of pay divided by twelve (12).
- (aa) "Representative" means an employee who has been elected or appointed as an area steward or who represents the Union at meetings with management and who is authorized to represent the Union.
- (bb) "Straight time rate" means the hourly rate of pay.
- (cc) "Time and one-half" means one and one-half the straight time rate.
- (dd) "Transfer" means the appointment of an employee to a new position that does not constitute a promotion or demotion.
- (ee) "Union" means the Public Service Alliance of Canada as represented by its agent the Union of Northern Workers.
- (ff) "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 Except as provided in this Agreement, expressions used in this Agreement if defined in the Interpretation Act, the Canada Labour Code or in the Regulations made thereunder, shall have the same meaning as given to them in the Act, Code or Regulations.
- 2.03 Where the masculine gender is used, it shall be considered to include the female gender unless any provision of this Agreement otherwise specifies.

ARTICLE 3

RECOGNITION

- 3.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees *in* the bargaining unit.

Discrimination

- 3.02 The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee by reason of age, sex, race, creed, colour, national origin, political or religious affiliation, marital status (including common-law relationships), family status, sexual orientation, criminal offense for which a pardon has been granted, mental or physical disability (except for employment equity programs), by reason of union membership or activity nor by exercising their rights under the Agreement.

Affirmative action policies shall be deemed as non-discriminatory.

- 3.03 The Employer will advise prospective employees that the Association is a unionized work place.
- 3.04 All employees covered by this Agreement must become members of and maintain membership in good standing in the Union within thirty (30) days of the date they commenced employment. They shall maintain membership as a continuing condition of employment.
- 3.05 The Employers shall make every reasonable effort to find alternate employment for an employee who becomes mentally and/or physically disabled.

ARTICLE 4

APPLICATION

- 4.01 The provisions of this Agreement apply to the Union, the employees and the Employer.
- 4.02 The Employer and the Union shall share equally the costs associated with the printing and distribution of the Agreement. The Union will facilitate said printing and distribution. If an Inuktitut version of this Agreement is requested, the Union and the Employer will share equally all costs associated with the translation of this Agreement . In the case of any dispute between the versions of this Agreement, the English version shall govern.
- 4.03 Part-time employees shall be entitled to all eligible benefits provided under this Agreement in the same proportion as their weekly hours of work compared to the standard work week.

ARTICLE 5

FUTURE LEGISLATION

- 5.01 In the event that any law passed by Parliament or the NWT Legislative Assembly, renders null and void or alters any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement. When this occurs the Agreement shall be reopened upon the request of either party and negotiations shall commence with a view to finding an appropriate substitute of equal value for the annulled or altered provision. Any dispute arising from such negotiations may be referred to Arbitration by either party.

Conflict of Provisions

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

ARTICLE 6

STRIKES AND LOCKOUTS

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

ARTICLE 7

MANAGERIAL RESPONSIBILITIES

- 7.01 The Union acknowledges that all management rights and prerogatives are vested exclusively with the Employer, except as may be otherwise specially provided for in this Agreement, and without limiting the generality of the foregoing, it is the exclusive function of the Employer:
- (a) To determine and establish standards and procedures in the operation of the Association;
 - (b) To maintain order, discipline and efficiency and, in connection therewith, to establish and enforce rules and regulations;
 - (c) To plan, direct, organize and control the work of the employees and the operations of the Association. This includes the introduction of new and improved methods, facilities and equipment, and to control the amount of supervision necessary and work schedules;
 - (d) To direct employees, including hiring, transfer, lay-off, recall, promotion, demotion, classification **and** assignment of duties, and to suspend, discharge, or otherwise discipline employees for just cause.
- 7.02 Management shall exercise its right in a manner that is fair, reasonable and consistent with the terms of this agreement.

ARTICLE 8

BUTSIDE EMPLOYMENT

- 8.01 Subject to Article 8.02, an employee may carry on any business or employment outside his regularly scheduled hours of duty provided such business or employment does not interfere with his Association duties.
- 8.02 Employees are prohibited from carrying on any business or employment outside their regularly scheduled hours of duty when such business or employment is such that:
- (a) a conflict of duties may develop between an employee's regular work and his outside interests;
or
 - (b) certain knowledge and information available only to Association personnel place the individual in a position where he can exploit the knowledge or information for personal gain.

ARTICLE 9

EMPLOYER DIRECTIVES

- 9.01 The Employer shall provide the Union and the Local with a copy of all personnel directives. Where the Employer proposes to issue a personnel directive which is intended to clarify the interpretation or application of the Agreement, the Employer shall have written agreement of the Union prior to issuing the directives.

ARTICLE 10

UNION ACCESS TO EMPLOYER PREMISES

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

ARTICLE 11

APPOINTMENT OF REPRESENTATIVES

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

ARTICLE 12

TIME OFF FOR UNION BUSINESS

- 12.01 The Employer will grant leave with pay to an employee who is a party to, called as a witness, or representing the Union before an Arbitration hearing.
- 12.02 When operational requirements permit, the Employer will grant leave with pay to:
- (a) an employee and his representative involved in the process of a grievance or a possible grievance;
 - (b) a witness called by an employee who is a party to a grievance;
 - (c) up to two (2) employees for the purpose of attending contract negotiations, including preparatory meetings and conciliation meetings;
 - (d) up to two (2) employees who are meeting with management on behalf of the Union.
- 12.03 When operational requirements permit, the Employer will grant leave without pay to:
- (a) a reasonable number of employees to attend executive council meetings and conventions of the Alliance, the Union of Northern Workers, the Canadian Labour Congress, and the NWT Federation of Labour;
 - (b) an employee who exercises the authority of a representative on behalf of the Union to undertake training related to the duties of a representative;
 - (c) employees who, upon reasonable notice participate as a delegate to constitutional conferences or other similar forums, or present briefs to commissions, boards and hearings that are mandated by the Territorial Legislation.
- 12.04 **An** employee will only be granted leave under clauses 12.01, 12.02 and 12.03 for hours that would otherwise be regular hours of work.
- 12.05 (a) **A** Representative shall obtain the permission of his immediate supervisor before leaving his work to investigate a grievance, to meet with management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld.
- (b) The Representative shall make every reasonable effort to report back to his supervisor before resuming his normal duties.
- 12.06 Leave for Elected Officers
- (a) (i) Employees elected as President, First Vice-president, 2nd Vice-president and Regional Vice-President of the Union shall be granted leave of absence for the term of office. During the leave of absence such employees shall maintain all accumulated rights and benefits to which they are entitled under the Agreement.
 - (ii) Upon reasonable notification, the Employer shall grant leave without pay to the Union representative seconded for a minimum period of one week to serve as President of the Union on a temporary basis.

- (b) The Employer shall continue to pay such employees their applicable salary in accordance with the **terms** of the Agreement. Upon invoice by the Association, the Union shall reimburse the Employer for the amounts so paid.
- (c) The benefits of any group shall be extended to such employees and the Union will reimburse the Employer for such costs involved.
- (d) Such employees shall be entitled to an increment for each year of their leave of absence to a maximum of Step Six in their pay leave of their applicable salary.
- (e) Such employees shall advise the Employer as soon as possible when an extension of the leave of absence is applicable due to re-election.
- (9) Upon termination of their leave of absence such employee shall be offered as a minimum the position they held with the Employer in the same work site and community before they commenced the leave of absence. When such employees wish to invoke this clause of the Agreement they shall provide the Employer with a three month notice of their intent to do so.
- (g) Notwithstanding Clause 12.06(f), the Employer may make an offer of employment to employees to a position inside the Bargaining Unit should such employee bid on a competition and be the successful candidate.
- (h) Employees on leave under this clause shall not accumulate seniority while on leave without pay.

ARTICLE 13

CHECK OFF

- 13.01 Effective the first of the month following the signing of this Agreement, the Employer will, as a condition of employment, deduct an amount equal to the amount of membership fees from the pay of all employees in the Bargaining Unit.
- 13.02 The Alliance shall inform the Employer in writing of the authorized deduction to be checked off for each employee within the Bargaining Unit.
- 13.03 For the purpose of applying Clause 13.01, deductions from pay for each employee will occur on a biweekly basis.
- 13.04 From the date of signing and for the duration of this Agreement no employee organization, other than the Alliance, shall be permitted to have membership fees deducted by the Employer from the pay of the employees in the Bargaining Unit.
- 13.05 The amounts deducted in accordance with Clause 13.01 shall be remitted to the **Comptroller of the Alliance, 233 Gilmour Street, Ottawa, Ontario, K2P 0P1**, by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on his behalf.
- 13.06 The Employer agrees to make deductions for reasonable purposes on the basis of the production of appropriate documentation.

- 13.07 The Alliance agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this article except for any claim or liability arising out of an error committed by the Employer.
- 13.08 The Employer agrees to identify annually on each employee's T4 slip the total amount of Union fees deducted for the preceding year.

ARTICLE 14

INFORMATION

- 14.01 (a) The Employer agrees to provide the Union as changes occur with information concerning the identification of each employee in the Bargaining Unit. This information shall include the name, address, job classification, rate of pay, social insurance number, and employment status of all employees in the Bargaining Unit.

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

- (b) The Employer shall provide separate listings for employees who are normally scheduled to work full time (including term, casual and/or seasonal employees) and for employees who are normally scheduled to work less than full time, that is fewer than the regular hours per day or days per week.
- 14.02 The Employer shall provide each employee with a copy of the Agreement.
- 14.03 The Employer agrees to provide each new member of the Bargaining Unit with a copy of the Agreement upon his appointment.

ARTICLE 15

PROVISION OF BULLETIN BOARD SPACE AND OTHER FACILITIES

- 15.01 The Employer shall provide bulletin board space in each location clearly identified for exclusive Union use.
- 15.02 The Employer may make available to the Union specific locations on the premises for the placement of bulk quantities of literature of the Union.
- 15.03 The Employer may make available to the members of the Bargaining Unit a suitable meeting room to be used from time to time for the conducting of business relating to the Bargaining Unit.
- 15.04 The Employer will deliver any mail originating from the Union addressed to members in accordance with the Employer's internal mail distribution system.
- 15.05 Subject to operational requirements, a representative of the Union shall have the right to meet with new employees in the employee's community to make a presentation of up to one half (½) hour. Employees shall be granted leave with pay to attend these meetings.

ARTICLE 16

DESIGNATED PAID HOLIDAYS

- 16.01 (1) The following days are designated paid holidays for employees covered by this Collective Agreement:
- (a) New Year's Day
 - (b) Good Friday
 - (c) Easter Monday
 - (d) The day fixed by proclamation of the Governor in Council for the celebration of the Birthday of the Sovereign
 - (e) Canada Day
 - (f) Nunavut Day
 - (g) The first Monday in August, or another day fixed by order of the Commissioner of the N.W.T.
 - (h) Labour Day
 - (i) The day fixed by Order of the Commissioner as a general day of Thanksgiving
 - (j) Remembrance Day
 - (k) Christmas Day
 - (l) Boxing Day
 - (m) One additional day when proclaimed by an Act of Parliament as a National Holiday
 - (n) one additional day when proclaimed by the Mayor of the Hamlet of Repulse Bay.
- (2) Where the Commissioner of the N.W.T. agrees to provide the majority of employees in any community with time off in support of a community function, those employees who are unable to take advantage of the time off because of operational requirements, will be paid at the overtime rate for hours worked during that period.
- (3) Clause 16.01 does not apply to an employee who is absent without pay on both the working day immediately preceding and the working day following the Designated Paid Holiday, except with the approval of the Board of Directors of the Association.

Holiday Falling on a Day of Rest

- 16.02 When a day designated as a holiday under Clause 16.01 coincides with an employee's day of rest, the holiday shall be moved to the employee's first working day following his day of rest.
- 16.03 When a day designated as a holiday for an employee is moved to another day under the provisions of Clause 16.02:
- (a) work performed by an employee on the day from which the holiday was moved shall be considered as work performed on a day of rest and
 - (b) work performed by an employee on the day to which the holiday was moved, shall be considered as work performed on a holiday.
- 16.04 When the Employer requires an employee to work on a Designated Paid Holiday as part of his regularly scheduled hours of duty or as overtime when he is not scheduled to work he shall be paid at the appropriate overtime rate in addition to the pay that he would have been granted had he not worked on the holiday.

- 16.05 Where a day that is a designated holiday for an employee falls within a period of leave with pay, the holiday shall not count as a day of leave.
- 16.06 At the request of the employee, and where the operational requirements of the Association permit, an employee shall not be required to work both Christmas and New Year's Day.
- 16.07 An employee who is not required to work on a general holiday shall not be required to work on another day that would otherwise be a non-working day in the week in which the holiday occurs, unless he is paid at a rate at least equal to double his regular rate of wages for the time worked by him on that day.

ARTICLE 17

LEAVE - GENERAL

- 17.01 When the employment of an employee who has been granted more vacation, sick leave or special leave with pay than he has earned is terminated due to death or lay-off, the employee shall be considered to have earned that amount of leave with pay granted to him.
- 17.02 When an employee is in receipt of an extra allowance and is granted leave with pay, he is entitled during his period of leave to receive the allowance if the special or extra duties in respect of which he is paid the allowance were assigned to him on a continuing basis.
- 17.03 During the month of May in each year the Employer shall inform each employee in the Bargaining Unit in writing of the balance of his special, sick and vacation leave credits as of the 31st day of March,
- 17.04 If, at the end of the fiscal year, an employee's entitlement to vacation leave with pay includes a fractional entitlement of less or more than one-half day the entitlement shall be increased as follows:
- (a) to a half day if the fractional entitlement is less than one-half day;
 - (b) to a full day if the fractional entitlement is more than one-half day.
- 17.05 For the purpose of leave or time off, operational requirements are deemed to exist when:
- (a) the absence of the employee will prevent a deadline to be met because the employee cannot readily be replaced; or
 - (b) the absence of the employee will cause an interruption or a reduction of a service or activity which is necessary for the continued operations of the Employer.
- 17.06 When the Employer rejects an employee's application for leave, the reasons for the rejection shall be provided to the employee in writing upon the request of the employee.
- 17.07 An employee's request for any leave shall be responded to by the Manager or their designate as soon as the Manager or their designate can practically do so. But in any case shall be responded to within four (4) weeks of application.

ARTICLE 18

VACATION LEAVE

Accumulation of Vacation Leave

- 18.01 (1) For each month of a fiscal year in which an employee receives 10 days' pay, he shall earn Vacation Leave at the following rates:
- (a) one and onequarter (1%) days each month (3 weeks per year) until the month in which the anniversary of the second (2nd) year of continuous service is completed.
 - (b) one and two-thirds (1%) days each month (4 weeks per year) commencing in the month after completion of two (2) years of continuous service and ending in the month that fifteen (15) years of continuous service is completed.
 - (c) two and one-twelfth (2-1/12) days each month (5 weeks per year) Commencing in the month after completion of fifteen (15) years of continuous employment and ending in the month that twenty-four (24) years of service is completed.
 - (d) two and one-half (2%) days each month (6 weeks per year) commencing in the month after completion of twenty-four (24) years of continuous employment.
- (2) (a) The accumulated service for part time employees shall be counted for the vacation leave entitlements in paragraphs (a) (b), (c), and (d) of section (1) of this clause.
- (b) Part time employees shall be paid four (4), six (6), eight (8), ten (10) or twelve (12) percent of their total earnings in the fiscal year in accordance with their accumulated service in lieu of vacation leave to which they would otherwise be entitled.

Granting of Vacation Leave

- 18.02 (1) In granting vacation leave with pay to an employee, the Employer shall make every reasonable effort:
- (a) to schedule vacation leave for all employees in the fiscal year in which it is earned;
 - (b) not to recall an employee to duty after he has proceeded on vacation leave;
 - (c) to grant the employee his vacation leave during the fiscal year in which it is earned at a time specified by the employee;
 - (d) (i) to grant the employee vacation leave for at least up to *five (5)* consecutive weeks depending upon his vacation entitlements when so requested by the employee: and
 - (ii) to grant employees their vacation leave preference and to give special consideration to employees with school aged children who wish to take their vacation leave during the school break in their location and, where as between two or more employees who have expressed a preference for the same period of vacation leave, length of service with the Housing Association will prevail:
 - (iii) where the operational requirements of the service are such that an employee is not permitted to take his vacation leave during the months of April to September inclusive in

one fiscal year, special consideration will be given to his being granted his vacation leave during the months of April to September in the next fiscal year:

- (e) where operational requirements permit, to grant the employee his vacation leave when specified by the employee if the period of vacation leave is less than a week, providing the employee gives the Employer reasonable advance notice.
- (2) The Employer shall reply to the request for vacation leave submitted by the employee as soon as possible after the request has been received. Where the Employer has proposed to deny the vacation leave requested by the employee, the Employer shall provide the employee with the reasons, in writing, for such denial of vacation leave.

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

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

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

Carry Over Provisions

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

Recall from Vacation Leave

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

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

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

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

Leave when Employment Terminates

18.07 Where an employee dies or otherwise terminates his employment:

- (a) The employee or his estate shall, in lieu of earned but unused vacation leave, be paid an amount equal to the product obtained by multiplying the number of days of earned but unused

vacation leave by the daily rate of pay applicable to the employee immediately prior to the termination of his employment, or

(b) the Employer shall grant the employee any vacation leave earned but not used by him before the employment is terminated by layoff if the employee so requests.

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

Excluding extenuating circumstances an employee will be deemed to have abandoned his position if he has not contacted his Employer within a two (2) week period.

Vacation Travel Assistance

18.09 (1) All employees are entitled to transportation assistance once per fiscal year. All employees shall receive an amount equal to the actual **cost** of economy class return airfare to point of departure for themselves and their dependants as calculated in 18.09(3).

(2) Notwithstanding Clause (1) above, an employee shall not receive transportation assistance under this Article during his first six (6) months of employment with the Housing Association.

(3) Transportation assistance provided to employees and their dependants, if any, shall be:

(i) The cost of excursion class return airfare from Repulse Bay to Winnipeg. Return airfare shall be calculated on the following basis:

Employee, excursion class fare charged for an adult.

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

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

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

(4) A single employee may claim one child as a spouse for the purpose of this Article.

(5) This benefit shall apply to an employee's dependants where the employee has declared in a notarized statement that this benefit is not provided to the employee's dependants by the Commissioner or by another Employer.

Travel Time

18.10 (1) Every employee who is proceeding on vacation leave and who is requesting Vacation Travel Assistance shall be granted, once in each fiscal year, in addition to his vacation leave, subject to 18.10 (2), travel time with pay for the time required for the return journey between his normal place of work and his destination. The amount of travel time to which an employee is entitled is determined in the following manner:

(i) Where the employee travels by air, his travel leave shall be one (1) day each way.

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

ARTICLE 19

SPECIAL LEAVE

Credits

- 19.01 An employee shall earn special leave credits up to a maximum of twenty-five (25) days at the following rates:
- (a) one-half ($\frac{1}{2}$) day for each calendar month in which he received pay for at least ten (10) days, or
 - (b) one-quarter ($\frac{1}{4}$) day for each calendar month in which he received pay for less than ten (10) days.

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

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

- (1) The Manager shall grant special leave earned with pay for a period of up to five (5) consecutive working days:
 - (a) when there is a death in the employee's immediate family;
 - (b) when an employee is to be married.
- (2) The Manager may grant an employee special leave with pay for a period of up to five (5) consecutive working days:
 - (a) (i) where a member of the immediate family becomes ill (not including childbirth) and the employee is required to care for his dependants or for the sick person;
 - (ii) where a member of the immediate family residing outside the employee's community of residence becomes seriously ill.
 - (b) where special circumstances not directly attributable to the employee prevent his reporting to duty, including:
 - (i) serious household or domestic emergencies.

- (ii) a general transportation tie-up caused by weather if the employee makes every reasonable effort to report for duty;
- (iii) serious community emergencies, where the employee is required to render assistance;
- (c) in the event of the death of the employee's son in-law, daughter in-law, brother in-law, sister in-law.
- (d) in circumstances which are of general value to the Association, such as where the employee:
 - (i) takes an examination which will improve his position or qualifications in the Housing Association;
 - (ii) attends his University Convocation, if he has been continuously employed for at least one year;
 - (iii) attends a course in civil defence training;
 - (iv) requires a medical examination for enlistment in the Armed Forces or in connection with a veteran's treatment program;

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

19.04 An employee shall be granted special leave with pay up to a maximum of one (1) working day on the occasion of the birth of his child. An employee shall be granted special leave with pay up to a maximum of one (1) working day on the occasion of the adoption of a child. Under special circumstances the Employer may extend this period to a maximum of five (5) working days.

Advance of Credits

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

Casual Leave

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

Medical, Dental and Legal Appointments

- (a) Whenever it is necessary for an employee to attend upon his doctor, nurse, dentist, dental therapist, or lawyer during working hours he shall be granted casual leave for these purposes.

Other Casual Leave

- (b) The Manager may grant an employee casual leave for other purposes of a special or unusual nature.

- (2) Employees shall be granted casual leave with pay to a maximum of one half (½) day per occurrence where the employee's physician requires him to attend regular or recurring medical treatments or checkups.

Quarantine

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

ARTICLE 20

SICK LEAVE

Credits

- 20.01 An employee shall earn sick leave credits at the rate of one and one-quarter (1¼) days for each calendar month for which he receives pay for at least ten (10) days.
- 20.02 Subject to the remainder of this Article, all absences on account of illness on a normal working day shall be charged against an employee's accumulated sick leave credits except:
- (a) When the period of absence is two hours or less there shall be no charge;
 - (b) When the period of absence is more than two hours but less than six hours, one half day shall be charged;
 - (c) When the period of absence is six hours or more, one full day shall be charged.
- 20.03 Unless otherwise informed by the Employer an employee must sign a statement describing the nature of his illness or injury and stating that because of this illness or injury he was unable to perform his duties:
- (a) if the period of leave requested does not exceed five (5) working days, and;
 - (b) if in the current fiscal year, the employee has not been granted more than nine (9) days sick leave wholly on the basis of statements signed by him.
- 20.04 An employee is required to produce a certificate from a qualified medical practitioner, or nurse certifying that such employee is unable to carry out his duties due to illness:
- (a) for sick leave in excess of five (5) working days;
 - (b) for any additional sick leave in a fiscal year when in the same fiscal year the employee has been granted nine (9) days sick leave wholly on the basis of the statements signed by him.
- 20.05 In circumstances where sick leave would be authorized but the employee has insufficient or no sick leave credits, the Employer may grant the employee a sick leave advance to a limit of fifteen (15) days which shall be charged against future credits as earned. If the employee dies before authorized unearned sick leave has been liquidated, no recovery shall be made from the employee's estate.

- 20.06 An employee is not eligible for sick leave with pay for any period during which he is on leave of absence without pay or under suspension.
- 20.07 When an employee is granted sick leave with pay and injury on duty leave is subsequently approved for a concurrent period, there shall be no charge against his sick leave credits for the period of concurrency.

Travel Time

- 20.08 Every employee who is proceeding to a medical centre may, with the approval of the Association, be granted leave of absence with pay which is not to be charged against his sick leave credits for the lesser of three (3) days or the actual time taken to travel from his post to the medical centre and return.
- 20.09 Where an employee has not taken any sick leave credits for a period of six (6) consecutive months, the employee may convert one (1) sick leave credit day into one (1) annual leave day. This day must be taken as annual and is not a cashable benefit.
- 20.10 **Sick** leave days may **be** used by the employee in the case of sickness to the employee's spouse or child where the presence of the employee is required.
- 20.11 Where an employee or an employee's dependant is required to travel from his/her place of residence in the NT to secure dental treatment and travelling expenses are not **otherwise** covered by this Agreement, the Employer shall make whatever representations possible to obtain payment of travelling expenses from other sources.

ARTICLE 21

OTHER TYPES OF LEAVE

Court Leave

- 21.01 Leave of absence with pay shall be given to every employee, other than an employee on leave of absence without pay or under suspension, who is required:
- (a) for jury selection or to serve on a jury; or
 - (b) by subpoena or summons to attend as a witness in any proceeding held:
 - (i) in or under the authority of a court of justice or before a grand jury;
 - (ii) before a court, judge, justice, magistrate, or coroner;
 - (iii) before the Senate or House of Commons of Canada, or a committee of the Senate or House of Commons, otherwise than in the performance of the duties of his position;
 - (iv) before a legislative council, legislative assembly or house of Assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it;
 - (v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

- (c) Notwithstanding anything contained in this article, there shall be deducted from the regular pay of the employee any remuneration received by him as a result of serving on a jury or as a witness, other than remuneration received as an allowance or reimbursement for expenses incurred in such duty.

Injury on Duty Leave

- 21.02 (1) An employee shall be granted injury on duty leave with pay to a maximum of either special leave credits or sick leave credits he has accumulated, but not both, where it is determined by a Worker's Compensation Board that he is unable to perform his duties because of:
- (a) personal injury accidentally received in the performance of his duties and not caused by the employee's wilful misconduct; or
 - (b) sickness resulting from the nature of his employment; or
 - (c) over exposure to radioactivity or other hazardous conditions in the course of his employment;

if the employee agrees to pay the Association any amount received by him from the Worker's Compensation Board for loss of wages in settlement of any claim he may have in respect of such injury, sickness or exposure, providing however that such amount does not stem from a personal disability policy for which the employee or his agent has paid the premium.

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

The time off taken by the employee shall be charged at the employee's option to either his special or sick leave credits but not both, at the appropriate rate.

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

Maternity Leave

- 21.03 (1) Subject to 21.03 (2), an employee who becomes pregnant shall:
- (a) Notify the Employer of her pregnancy at least 15 weeks prior to the expected date of termination of her pregnancy; and
 - (b) Be granted leave of absence without pay, commencing eleven (11) weeks before the expected date of termination of her pregnancy and ending not later than twenty-six (26) weeks after the date of termination of her pregnancy.
- (2) At the request of an employee, the Employer may vary the time specified in 21.03 (1) provided that the employee submits the written approval of either a qualified medical practitioner or a person approved by the Deputy Minister of Health.

- (3) Further, when a pregnant employee produces a statement from her physician that her working condition may be detrimental to her health or that of the fetus, the employer will either change those working conditions or temporarily transfer the employee to another position with equal pay or allow the employee to take leave of absence without pay for the duration of her pregnancy.
- (4) (i) After completion of ~~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 22, Employment Insurance Act, shall be paid a maternity leave allowance in accordance with the supplementary unemployment benefit plan.
- (ii) An applicant under Clause 21.03 (4)(i) shall sign an Agreement with the Employer providing:
- (a) That she will return to work and remain in the Employer's employ for a period of at least six (6) months after her return to work;
- (b) That she will return to work on the date of the expiry of her maternity leave, unless this date is modified with the Employer's consent.
- (iii) Should the employee fail to return to work as per the provisions of Clause 21.03 (4)(ii), the employee recognizes that she is indebted to the Employer for the amount of Maternity Leave Allowance received.
- (5) In respect of the period of maternity leave, payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:
- (i) for the first two (2) weeks, payments equivalent to ninety-three percent (93%) of her weekly rate of pay; and
- (ii) For the period during which Employment Insurance benefits are received, payments equivalent to the difference between the Employment Insurance benefits the employee is eligible to receive and ninety-three percent (93%) of her weekly rate of pay;
- (iii) (a) For a full time employee the weekly rate of pay referred to in Clause 21.03 (5)(i), and (ii) shall be the weekly rate of pay to which she is entitled as of the day immediately preceding the commencement of the maternity leave;
- (b) For a part time employee the weekly rate of pay referred to in Clause 21.03(5)(i), and (ii) shall be the prorated weekly rate of pay to which she is entitled. This amount of entitlement shall be determined by averaging the employee's weekly earnings over a period of six (6) months continuous employment immediately preceding the commencement of the maternity leave.
- (iv) Where an employee becomes eligible for an annual increment or pay raise during the period of maternity leave, payments under Clause 21.03 (5)(i) or (ii) shall be adjusted accordingly.

Emergency Leave

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

Child Care Leave Without Pay

- 21.05 (1) Subject to clause 21.05 (2), where an employee has or will have the actual care and custody of a new born child, that employee is entitled to and shall be granted a leave of absence without pay of up to thirty-seven (37) weeks, commencing as the employee elects:
- (a) In the case of a female employee:
 - (i) On the expiration of any leave of absence from employment taken by her under the maternity leave provisions of this Agreement;
 - (ii) on the day the child is born; or
 - (iii) on the day the child comes into her actual care and custody
 - (b) In the case of a male employee:
 - (i) On the expiration of any leave of absence taken in respect of the child by the mother during and after her pregnancy;
 - (ii) on the day the child is born; or
 - (iii) on the day the child comes into his actual care and custody.
 - (c) Subject to clause 21.05 (2), where an employee commences legal proceedings to adopt a child or obtain an order under the law for the adoption of a child, that employee is entitled to and shall be granted a leave of absence without pay up to thirty-seven (37) weeks, commencing on the day the child comes into the employee's care.
- (2) The aggregate amount of leave of absence without pay that may be taken by two employees under 21.05 (1) respect to the birth or adoption of any one child shall not exceed thirty-seven (37) weeks.

ARTICLE 22

HOURS OF WORK - GENERAL

- 22.01 The weekly scheduled hours of work assigned to classifications are included in Appendix "A", Rates of Pay.
- (a) Weekly hours of work indicate a five (5) day work week Monday to Friday inclusive and a scheduled work day of seven and one-half (7½) or eight (8) hours as is appropriate, exclusive of a lunch period. The hours of work shall be between the hours of 8:00am and 5:00pm.
- 22.02 Employees shall be entitled to a rest period, with pay, of fifteen (15) minutes duration commencing on or about mid morning and shall be entitled to a rest period with pay, of fifteen (15) minutes duration commencing on or about mid afternoon. An employee may absent himself from his place of work during such rest periods, but not for each such rest period shall not be absent with pay from his place of work for more than fifteen (15) minutes.

- 22.03 A specified meal period of one hour's duration shall be scheduled as close to the mid point of the shift as possible. The Employer will make every effort to arrange meal periods at times convenient to the employees.
- 22.04 Where an employee is unable to take a meal break which results in him working in excess of his regular daily hours the employee shall be paid for the meal break at the appropriate overtime rate,

ARTICLE 23

OVERTIME

- 23.01 An employee who is required to work overtime shall be paid overtime compensation for each fifteen (15) minutes of overtime worked by him subject to a minimum payment of one (1) hour at the overtime rate when the overtime work is authorized in advance by the Employer.
- 23.02 Employees shall record starting and finishing times of overtime worked on a form determined by the Employer.
- 23.03 (1) The Employer shall make every reasonable effort:
- (a) to allocate overtime work on an equitable basis among readily available qualified employees who are normally required in their regular duties to perform that work;
 - (b) to give employees who are required to work overtime reasonable advance notice of this requirement.
- (2) An employee may, for cause, except in the case of an emergency, refuse to work overtime, providing he places his refusal in writing.
- (3) Notwithstanding the permission granted by the Employer to engage in business or employment outside his regularly scheduled hours of duty under Article 8, such business or employment may not be approved as a cause to refuse to work overtime.
- 23.04 (a) An employee who is requested to work overtime shall be entitled to a minimum of one hour's pay at the appropriate rate described below in (b).
- (b) Overtime work shall be compensated as follows:
- (i) at time and one-half (1½) for all hours except as provided in Clause 23.04 (b)(ii);
 - (ii) at Double time (2T) for all hours of overtime worked after the first four (4) consecutive hours of overtime and double time (2T) for all hours worked on Sundays and Designated Paid Holidays.
 - (iii) At the request of the employee, in lieu of (i) and (ii) above, the Employer may agree to grant lieu time at the appropriate overtime rate to be taken at a time mutually agreeable to the Employer and the employee.
- 23.05 Where an employee is required to work three (3) or more hours of overtime immediately following his regularly **scheduled** hours of duty, and, because of the operational requirements of the service, the employee is not permitted to leave his place of work, the Employer will either provide the

employee with a meal or meal allowance equal to the amount of the Dinner in accordance with the Duty Travel, Meals and Incidental Expenses.

ARTICLE 24

PAY

- 24.01** Employees are entitled to be paid for services rendered for the classification and position to which they are appointed at the pay rates specified in Appendix "A".
- 24.02** **(1)** Employees shall be paid on a biweekly basis with pay days being every second Friday.
- (2)** Where cheques are distributed to employees at their place of work, they shall first have been placed in sealed envelopes.
- (3)** Where there is a lack of banking services at the employee's place of work, his salary cheque may be deposited to his credit in the bank of his choice.
- (4)** The Manager at his/her discretion may approve an employee's request for one week's salary, as long as the employee has earned the amount requested, and said employee has provided the Manager with a satisfactory reason.
- 24.03** Employees who have earned overtime compensation or any other extra allowances in addition to their regular pay, shall receive such remuneration in the two **(2)** weeks following the day when such compensation was earned.

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

Acting Pay

- 24.04** When an employee is required by the Employer to perform the duties of a higher classification level on an acting basis for at least one working day, he shall be paid acting pay calculated from the date on which he commenced to act as if he had been appointed to that higher classification level for the period in which he acts.

Salary Increases

- 24.05** **(1)** The Employer agrees to pay the negotiated salary increases to every employee not later than the month following the month in which this Agreement is signed and not later than the month following the month in which any subsequent salary increases become effective.
- (2)** The Employer agrees to pay all retroactive remuneration for salary increases, overtime, acting pay and allowances not later than the month following the month in which the Agreement is signed.
- 24.06** **(a)** Where an employee has received more than his proper entitlement to wages or benefits, no continuing employee shall be subject to such deductions in excess of twenty **(20%)** percent of the employee's net earnings per pay period.
- (b)** If more than one **(1)** year has passed since the overpayment, there shall be no recovery of the overpayment.

ARTICLE 25

REPORTING PAY

- 25.01 If an employee reports to work on his regular work day and there is insufficient or no work available he is entitled to 4 hours' pay at the straight time rate.
- 25.02 If an employee is directed to report for work on a designated paid holiday or a day of rest and he reports, he is entitled to receive the greater of
- (i) overtime for all hours worked; or
 - (ii) compensation for 4 hours' work at the appropriate overtime rate.

ARTICLE 26

CALL BACK PAY

- 26.01 When an employee is recalled to a place of work for a specific duty, he shall be paid the greater of:
- (a) compensation at the appropriate overtime rate; or
 - (b) compensation equivalent to four (4) hours' pay at the straight time rate.

ARTICLE 27

TECHNOLOGICAL CHANGE

- 27.01 (a) Both parties recognize the overall advantages of technological change. Both parties will **therefore** encourage and promote technological change and improvements.
- (b) With this in view, and recognizing the extensive lead time required for the selection, installation and providing of sophisticated equipment, the Employer agrees to provide as much advance notice as is practicable but not less than three (3) months' notice to the Union of any major technological change in equipment which would result in changes in the employment status or in this Agreement, In addition, the Employer agrees to consult with the Union with a view to resolving problems which may arise **as** a result of the introduction of such technological change.
- (c) In cases where employees may require retraining the Employer will make every reasonable effort to offer training courses.

ARTICLE 28

PAY FOR TRAVEL ON BEHALF OF EMPLOYER

- 28.01 (1) Where an employee is required to travel on behalf of the Employer, he shall be paid:
- (a) when the travel occurs on a regular workday, as though he were at work for all hours travelled;
 - (b) when the travel occurs on a day of rest or designated paid holiday, at the applicable overtime rate for all hours travelled, with a minimum of four **(4)** hours pay at the straight time rate and a maximum of eight **(8)** hours at the applicable overtime rate.
- (2) For the purpose of this Article, hours travelled includes a one (1) hour check in period at airports, bus depots, or train stations, as well as a one (1) hour checkout period at each overnight stopover and at the final destination. Hours travelled also include time spent waiting for connecting flights, trains or buses, but is exclusive of overnight stopovers.
- (3) The Employer will make every reasonable effort to restrict travel outside of the employee's headquarters that requires absence from home beyond a period which includes two (2) weekends.
- (4) Where an employee is absent from home on a designated paid holiday or day of rest and does not work, he shall receive cash payment at time and one-half (1%) his rate of pay or be granted the equivalent lieu time.
- (5) The above entitlements shall not apply to an apprentice while travelling to or from trades school on a day of rest or designated paid holiday or while in attendance at trades school.

ARTICLE 29

LAYOFF AND RECALL

- 29.01 The Association agrees that there shall be no layoff of any employee during the life of this Agreement, except for layoff resulting from lack of work, lack of funding or discontinuance of a function.
- 29.02 (a) Layoffs will **be** made, when necessary, on the basis of reverse order of seniority of the affected employees in the classification of work to be so reduced.
- (b) An employee, who is continuously laid off for a period of twelve (12) consecutive months shall be considered terminated from his employment with the Association.
- 29.03 The last employee laid off shall be the first recalled provided he is qualified to do the work and has not lost his seniority.
- 29.04 The Employer shall notify employees who are to be laid off ten (10) working days prior to the effective date of layoff, or award pay in lieu thereof, unless a greater period of notice is required by legislation, in which case such greater period of notice, or pay in lieu thereof, shall be given.

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

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

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

Where notice of recall is given by registered mail, notice is deemed to be given three (3) days from the date of mailing.

29.07 The employee shall return to work within ten (10) working days of receipt of notice of recall.

29.08 The Employer shall not dismiss, suspend, layoff, demote or otherwise discipline an employee on the grounds that garnishment proceedings may be or have been taken with respect to an employee.

ARTICLE 30

STATEMENT OF DUTIES

30.01 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 he is assigned.

30.02 Upon written request, an employee shall be entitled to a complete and current Statement of Duties and responsibilities.

ARTICLE 31

EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

31.01 (a) When a formal review of an employee's performance is made, the employee concerned shall ~~be~~ given the opportunity to discuss the document with an Union Representative and then sign the review form in question to indicate that its contents have been read and understood. The employee shall also ~~be~~ given the opportunity to provide written comments to be attached to his performance appraisal and may use the grievance procedure in Article 33 to correct any factual inaccuracies in his performance appraisal.

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

31.02 The Employer agrees not to introduce as evidence in the case of promotional opportunities or disciplinary action any document from the ~~file~~ of an employee, the existence of which the employee was not made aware of, by the provision of a copy thereof at the time of filing, or within a reasonable period thereafter.

- 31.03 Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee, shall be destroyed after two (2) years have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.
- 31.04 Upon written request of an employee, the Personnel file of that employee shall be made available for his examination at reasonable times in the presence of an authorized representative of the Housing Association and the Union, if so requested.

Employee Performance Review and Employee Files

- 31.05 The Employer's representative who assesses and Employee's performance must have observed the Employee's performance for at least one-half (½) of the period for which the Employee's performance is evaluated or have input from another person who has so observed the Employee.
- 31.06 Where an Employee is required to attend a meeting with the Employer to deal with matters that are of a disciplinary nature, the Employee shall have the right to have a representative of the Union in attendance, The Employer must advise the Employee in advance of any disciplinary meeting.

ARTICLE 32

CLASSIFICATION

- 32.01 During the term of this Agreement, if a new or revised classification standard is implemented by the Employer, the Employer shall before applying the new or revised classification standard, negotiate with the Union the rates of pay and the rules affecting the pay of employees for the classification affected. If the parties fail to reach agreement within sixty (60) days from the date on which the Employer submits the new or revised standard to the Union, the Employer may apply the new rates of pay and the Union may refer the matter to arbitration. The arbitrator's decision will be retroactive to the date of application of the new rates.
- 32.02 Where an employee believes that he has been improperly classified with respect to his position or category, group and level, he shall discuss his classification with his immediate supervisor and, on request, be provided with a copy of his statement of duties before he files a grievance under Article 33, Adjustment of Disputes.

ARTICLE 33

ADJUSTMENT OF DISPUTES

- 33.01 (1) The Association and the Union recognize that grievances may arise in each of the following circumstances:
- (a) by the interpretation or application of:
 - (i) a provision of a regulation, direction or other instrument made or issued by the Association dealing with terms or conditions of employment; or

- (ii) a provision of this Agreement or Arbitral Award; and
 - (b) disciplinary action resulting in demotion, suspension, or a financial penalty;
 - (c) dismissal from the Housing Association;
 - (d) letters of discipline placed on personnel file; and
- (2) The procedure for the final resolution of the grievances listed in section (1) above is arbitration.
- 33.02 If he so desires, an employee may be assisted and represented by the Union when presenting a grievance at any level.
- 33.03 An employee or the Union who wishes to present a grievance at any prescribed level in the grievance procedure, shall transmit this grievance to the Manager who shall forthwith:
- (a) forward the grievance to the representative of the Association authorized to deal with grievances at the appropriate level; and
 - (b) provide the employee and the Union with a receipt stating the date on which the grievance was received by him.
- 33.04 A grievance of an employee or the Union shall not be deemed to be invalid by reason only of the fact it is not in accordance with the form supplied by the Association.
- 33.05 Except as otherwise provided in this Agreement a grievance shall be processed by recourse to the following steps:
- (a) First Level (Manager)
 - (b) Second Level (Board of Directors)
 - (c) Final Level (Arbitration)
- 33.06 The Union shall have the right to consult with the Manager with respect to a grievance at each or any level of the grievance procedure.
- 33.07 An employee may present a grievance to the first level of the procedure in the manner prescribed in Clause 33.04 within twenty-five (25) calendar days.
- 33.08 The Employer shall reply in writing to a grievance within fourteen (14) calendar days at level 1, within thirty (30) calendar days at level 2.
- 33.09 An employee or the Union may present a grievance at each succeeding level in the grievance procedure beyond the ~~first~~ level,
- (a) where the decision or settlement is not satisfactory to the grievor, within fourteen (14) calendar days after that decision or settlement has been conveyed in writing to him by the Association; or
 - (b) where the Association has not conveyed a decision to the grievor within the time prescribed in Clause 33.08 within fourteen (14) calendar days after the day the reply was due.

- 33.10 Where an employee has been represented by the Union in the presentation of his grievance, the Employer will provide the appropriate representative of the Union with a copy of the Employer's decision at the same time that the Employer's decision is conveyed to the employee.
- 33.11 (1) No employee shall be dismissed without first being given notice in writing together with the reasons therefore. When the Employer dismisses an employee the grievance procedures shall apply except that the grievance may be presented at the Final Level.
- (2) An appeal to the Association against a decision to dismiss the employee must be filed within thirty (30) calendar days after the employee receives his notice of dismissal.
- 33.12 The Union shall have the right to initiate and present a grievance on matters relating to health and safety, to any level of management specified in the grievance procedure, on behalf of one or more members of the Union.
- 33.13 An employee shall have the right to present a grievance on matters relating to the application or interpretation of this Agreement provided he first obtains the authorization of the Union prior to presenting such grievance.
- 33.14 An employee may, by written notice to the Manager, withdraw a grievance provided that, where the grievance is one arising out of the application or interpretation of this Agreement his withdrawal has the endorsement, in writing, of the Union.
- 33.15 The Union shall have the right to initiate and present a grievance to any level of management specified in the grievance procedure related to the application or interpretation of this Agreement on behalf of one or more members of the Union.
- 33.16 *The time limits stipulated in this procedure may be extended by mutual agreement between the Association and the employee, and where appropriate, the Union representative.*
- 33.17 No proceedings under this Article are invalid by reason of any defect of form or any technical irregularity.

Arbitration

- 33.18 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement including any question as to whether a matter is arbitrable, or where an allegation is made that a term or condition of this Agreement has been violated, either of the parties may, after exhausting the grievance procedure in This Article, notify the other party in writing within twenty-one (21) days of the receipt of the reply at the Final Level, of his desire to submit the difference or allegation to arbitration.
- 33.19 (1) The parties agree that arbitration referred to in 33.18 shall be by a single arbitrator.
- (2) If an arbitrator selected by mutual agreement of the parties is not available for a hearing date within thirty (30) days of the date on which notification by either party to submit the difference to arbitration was made, another name will be selected until an arbitrator is found to hear the parties within the above mentioned thirty (30) day period. Such time limit may be extended by mutual agreement.

- (3) In the event that the Association and the Union are unable to agree upon the selection of the Arbitrator, the Minister of Labour of Canada shall be requested to appoint an Arbitrator, and it is agreed that the Arbitrator so appointed shall act as the single Arbitrator.
- 33.20 (1) The arbitrator has all of the powers granted to arbitrators under the Canada Labour Code in addition to any powers which are contained in this Agreement.
- (2) The arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it.
- (3) The award of the arbitrator shall be signed by him and copies thereof shall be transmitted to the parties to the dispute.
- 33.21 The Arbitrator shall not have the authority to alter or amend any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or to render any decision contrary to the terms and provision of this Agreement, or to increase or decrease wages.
- 33.22 The Association and the Union shall each pay one-half of the remuneration and expenses of the arbitrator and each party shall bear its own expenses of every such arbitration.
- 33.23 Where a party has failed to comply with any of the terms of the decision of the arbitrator, either party or employee affected by the decision may, after the expiration of thirty (30) calendar days from the date of the release of the decision or the date provided in the decision for compliance, whichever is later, file in the office of Clerk of the Supreme Court of The N.W.T., a copy of the decision, exclusive of the reason therefore in the prescribed form, whereupon the decision may be entered in the same way as a judgement or an order of that court and may be enforceable as such.
- 33.24 Where an employee files an appeal against his dismissal from the Association by way of a grievance the provisions of Clause 33.18 apply.
- 33.25 In addition to the powers granted to arbitrators under the Canada Labour Code, the arbitrator may determine that the employee has been dismissed for other than proper cause and he may:
- (a) direct the Employer to reinstate the employee and pay to the employee a sum equal to his wages lost by reason of his dismissal, or such less sum as in the opinion of the Arbitrator is fair and reasonable: or
- (b) make such order as he considers fair and reasonable having regard to the terms of this Agreement.
- 33.26 An Employer grievance shall be submitted to the Union directly to the President of the Union of Northern Workers and shall be referable to arbitration under clause 33.18.

ARTICLE 34

NO CONTRACTING OUT

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

ARTICLE 35

SAFETY AND HEALTH

- 35.01 The Employer shall comply with all applicable federal, territorial, and municipal health and safety legislation and regulations. All standards established under the legislation and regulations shall constitute minimum acceptable practice.

ARTICLE 36

SETTLEMENT ALLOWANCES

- 36.01 Salary rates are based on the economic conditions evident in Yellowknife. Regional differences in cost are offset by the provision of a Settlement Allowance. This allowance will permit the average employee residing in a settlement to maintain equal purchasing power with his counterpart in Yellowknife. This allowance is not an incentive to reside in the settlement, but is basically an equalizing type of subsidy.
- 36.02 A Settlement Allowance will be paid to every employee. The settlement allowance will be adjusted annually in the same amount as the Government of the Northwest Territories increases the settlement allowance paid to its employees. Settlement allowance shall be paid on a biweekly basis.
- 36.03 Casual, part time, and seasonal employees will be paid the Settlement Allowance prorated to an hourly rate up to a maximum of the normal weekly hours of work.
- 36.04 The annual rate of Settlement Allowance for the community is set out in Clause 36.02. Where it is necessary to apply a monthly, bi-weekly, weekly, or hourly rate, the appropriate annual rate will be divided by 12, 52, 1950, or 2080 respectively.

ARTICLE 37

DUTY TRAVEL

- 37.01 An employee who is authorized to travel on Housing business will be reimbursed for reasonable expenses incurred at the same rate as GNWT employees.

ARTICLE 38

SEA LIFT ORDERS

- 38.01 The parties to this Agreement recognize the high cost associated with the transportation of goods into Repulse Bay. In order to assist employees in the transportation of goods, the Employer agrees to the following to permit employees to place sea lift orders through the Association and to pay for the goods once received subject to the following provisions:

- (a) The maximum amount of combined goods and freight that the Employer will pay for is one thousand dollars (\$1000) for the employee, seven hundred and fifty dollars (\$750.00) for a spouse and two hundred dollars (\$200.00) for each child, and
- (b) The total amount will be repaid by the employee within a period not exceeding eight (8) months of receipt of the goods through a mutually agreed upon repayment schedule to be deducted through payroll deduction, and
- (c) In the event of the employee's termination, layoff or death prior to the repayment of the amount owing pursuant to this Article, the employee (or his estate in the case of death) remains indebted to the Employer for the total amount outstanding, and
- (d) In the event that the Employee fails to repay the Employer within the time specified in (b) above, the employee will not be entitled to place an order on the sea lift during the following year, and
- (e) The employee agrees to assume all liability for the condition of the goods received.

ARTICLE 39

SHORT TERM LEAVE FOR TRAINING PURPOSES

- 39.01 Leave without pay to take advanced or supplementary professional or technical training of less than one academic year may be granted to employees upon the recommendation of the Manager and with the approval of the Employer.
- 39.02 Such leave shall be based on an appraisal of the present and future job requirements and the qualifications of the employee applying therefore and shall be granted only to meet the identified needs.
 - (a) Full or partial financial assistance in respect of salary, tuition, travelling and other expenses may be granted during such leave;
 - (i) where the employee has become technically obsolete and requires retraining to satisfactorily carry out the work, or
 - (ii) where the courses are required to keep the employee abreast of new knowledge and techniques in his field of work, or
 - (iii) where qualified persons cannot be recruited to carry out essential work and it is necessary to train present employees.
 - (b) Refund of tuition fees, in respect of courses may be made on receipt of evidence of successful completion, if the course is of value to the employee's work and does not require the employee to be absent from duties.
 - (c) Under this Article, leave with full or partial financial assistance in respect of salary will carry with it the obligation to return after leave to work for the Association for a period equivalent to the leave.

39.03 Where a request for leave under Clause 39.01 and 39.02 has been submitted by an employee, the Association shall, within a reasonable period from the date of the employee's submission, advise the employee whether his request has been approved or denied.

ARTICLE 40

TRADES

Application

40.01 The provision of this Article shall apply to all maintenance classifications.

Trades Certification

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

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

Hours of Work

40.03 Hours of work shall be scheduled so that trades employees listed in Clause 40.01 above:

- (a) on a weekly basis work forty (40) hours and five (5) days per week, Monday to Friday inclusive; and
- (b) on a daily basis, work eight (8) hours per day exclusive of not less than a one-half ($\frac{1}{2}$) hour meal period. Normally the hours of work shall be between the hours of 8:00 a.m. and 5:00 p.m.
- (c) rest periods with pay of fifteen (15) minutes duration shall be scheduled as close as possible to mid morning and mid afternoon of each working day.

Wash UP Time

40.04 Labour and Trades employees, Equipment Operations employees, and Equipment Maintenance employees shall be permitted paid wash up time to a maximum of ten (10) minutes at the conclusion of each work day. In unusual circumstances this period may be extended by the employee's supervisor or officer in charge to a maximum of fifteen (15) minutes.

Work Clothing and Protective Equipment

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

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

(a) The Employer shall supply employees with the articles of equipment as required.

(2) When the following articles are required by the Employer or the Workers' Compensation Board, the Employer shall replace these articles as required when they are presented worn or damaged beyond repair by an employee, at no cost to the employee:

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

(3) An annual allowance of one hundred and fifty dollars (\$150.00) will be provided to those employees who the Employer, the Workers' Compensation Board or the N.W.T. Safety Ordinance, deems to require safety footwear and gloves. An employee will receive this allowance on initial appointment and after every twelve (12) months of employment.

(4) The Employer will maintain a suitable inventory of winter protective clothing to be provided on loan to those employees who are not normally required to work outside or under conditions which may be damaging to personal clothing.

Compensation for Tools and Equipment

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

Adverse Weather Conditions

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

ARTICLE 41

APPRENTICES

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

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

Four Year Training Programs

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

Three Year Training Programs

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

Two Year Training Programs

Year 1	65%
Year 2	80%

One Year Training Programs

Year 1	70%
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- (e) The Employer will pay the apprentice while attending trade courses in accordance with the following:
 - (i) 100% of regular wages;
 - (ii) 100% of accommodations;
 - (iii) a tool deposit which is to be an accountable advance to be repaid to the Association upon the Apprentice's return from the course;
 - (iv) a room key deposit which is to be an accountable advance to be repaid to the Association upon the Apprentice's return from the course;
 - (v) student fees;
 - (vi) a personal phone call per week not to exceed fifteen (15) minutes.
- (9) Except where otherwise stated, apprentices shall be entitled to the benefits and terms and conditions of employment outlined in the current Agreement.

- (g) Where an Apprentice fails after two attempts to successfully complete a trade training course, a recommendation may **be** made to the Superintendent of Apprenticeship Training to cancel his contract and the Apprentice may be terminated.
- (2) Apprentices successfully completing their Apprenticeship will be given preference in hiring on job vacancies. Where an Apprentice, after completing his apprenticeship, is hired directly into a job vacancy, all time spent as an Apprentice shall count towards continuous employment with the Association.

ARTICLE 42

SENIORITY

- 42.01 Seniority is defined as length of service with the employer and shall be applied on a bargaining unit wide basis. Seniority shall be a prime factor applied in determining preference for promotions, transfers, layoff and recall.
- 42.02 A newly hired employee shall be on probation for a period defined in Clause 2.01(x). During the probationary period, the employee shall be entitled to all rights and benefits of this agreement excluding seniority, except as otherwise provided. After completion of the probationary period, seniority shall be effective from the date of commencement of the probationary period.
- 42.03 The employer shall maintain a seniority list showing the date upon which each employee's service commenced. A copy of the seniority list shall be posted on all bulletin boards and sent to the union and shall be kept up to date by the employer.
- 42.04 Seniority shall not accumulate during a leave of absence without pay and after six (6) months' layoff.
- 42.05 An employee shall lose his seniority in the following circumstances:
- (a) if he is discharged for just cause and is not reinstated;
 - (b) if he resigns voluntarily;
 - (c) if he abandons his position;
 - (d) if he is on layoff for more than a year;
 - (e) if, following layoff, he fails to return to work within ten (10) working days of being recalled.

ARTICLE 43

VACANCIES, JOB POSTING, PROMOTIONS, AND TRANSFERS

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

days of the first day of posting. The applicants' skills and knowledge shall be considered objectively by the Employer with a view to determining the potential of the applicants to perform the job effectively and where applicants are considered reasonably equal in this respect, seniority shall govern.

- 43.02 Where operational requirements permit, in filling job vacancies, including promotions, transfers, and new positions, the job shall be awarded within 15 working days of posting to the successful applicant.
- 43.03 No employee shall be transferred to a position outside the bargaining unit without his consent. If an employee is transferred to a position outside the bargaining unit, he shall retain his seniority accumulated up to the date of leaving the unit, but will not accumulate further seniority. Such employee shall have the right to return to a position in the bargaining unit consistent with his seniority accumulated up to the date of transfer outside the unit.
- 43.04 No employee shall be transferred to another position within the bargaining unit without his consent. If an employee is transferred to another position, he shall have the right to return to his former position within 60 days, and any other employee affected by the transfer shall be returned to his former position, without loss of wages or seniority.
- 43.05 New employees shall not be hired when there are permanent employees on layoff qualified to perform the job.
- 43.06 A probationary employee shall be eligible to participate in job competitions in the same manner as non-probationary employees within the Association.

ARTICLE 44

BENEFITS PLAN

- 44.01 The Employer shall contribute five (5%) percent of an employee's salary in accordance with the CEBA Pension Plan.
- 44.02 The Employer shall make available under the C.E.B.A. Basic Plan the following benefits to be cost shared by the employees as required by the plan:
- Life Insurance
 - Dependant Insurance
 - Accidental Death and Dismemberment Insurance
 - Long term Disability Insurance

ARTICLE 45

HOUSING SUBSIDY

- 45.01 (1) Subject to the conditions set out in paragraph (c) of this section, full time employees, other than casual employees, upon completion of 30 days of employment shall be entitled to:

- (a) A housing allowance of \$450.00 per month, (At present this allowance is nontaxable.)
- (b) A household allowance of \$210.00 per month. (At present, this allowance is a taxable cash benefit.)
- (c) (i) To qualify for the above benefits, employees must be living in a private dwelling and be paying their own utilities, or
 - (ii) Employees must be living in an Association unit and paying economic rent.
- (2) Full time employees, other than casual employees, living in an Association subsidized unit shall not be entitled to the allowances set out in section (1) of this article but shall pay rent at the rate determined by the N.W.T. Housing Corporation's northern rental scale.
- (3) Part time employees shall receive the above benefits on a pro rata basis: NB Half time equals half benefits.
- (4) Such benefits shall be paid within the first week of each month.
- (5) When an employee terminates his employment he shall be paid the above benefit on a pro rata basis.

ARTICLE 46

CIVIL LIABILITY

- 46.01 If an action or proceeding is brought against any employee or former employee covered by this Agreement for an alleged tort committed by him in the performance of his duties, then:
- (a) The employee, upon being served with any legal process, or upon receipt of any action or proceeding as hereinbefore referred to, being commenced against him shall advise his Employer of any such notification or legal process;
 - (b) The Employer shall pay any damages or costs awarded against any such employee in any such action or proceedings and all legal fees, and/or;
 - (c) The Employer shall pay any sum required to be paid by such employee in connection with the settlement of any claim made against such employee provided the conduct of the employee which gave rise to the action did not constitute a gross disregard or gross neglect of his duty as an employee.
 - (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 appointed counsel.

ARTICLE 47
SEVERANCE PAY

Layoff

- 47.01 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.
- 47.02 In the case of an employee who is laid off for the first time following the signing of this Agreement, the amount of Severance Pay shall be ~~two~~ (2) weeks' pay for the first complete year of continuous employment, two (2) weeks' pay for the second complete year of continuous employment and one (1) week's pay for each succeeding complete year of continuous employment.
- 47.03 In the case of an employee who is laid off for a second or subsequent time following the signing of this Agreement the amount of Severance pay shall be two (2) weeks pay for the first complete year of continuous employment after re-engagement and one (1) weeks pay for each succeeding complete year of continuous employment less any period in respect of which he was granted Severance Pay by the Employer from the previous layoff.

Resignation

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

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

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

Retirement and Termination for Health Reasons

- 47.05 (a) This Clause shall apply to an employee:
- (i) who retires; or
 - (ii) whose employment is terminated as a result of the employee becoming incapable of performing his 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 a product obtained by multiplying his weekly rate of pay on ~~termination~~ of employment by the number of completed years of ~~his~~ continuous employment less any period of continuous employment in respect of which Severance pay was previously granted.
- (c) When employment terminates for either of the reasons stated in (a), the employee shall have the right to waive his entitlement to Severance Fay and, in lieu thereof, be granted an equivalent period of leave with pay.

Death

- 47.06 If an employee dies, there shall be paid to his estate an amount equal to the product obtained by multiplying his weekly rate of pay immediately prior to death by the number of years of continuous service regardless of any other benefit payable.

Dismissal. Abandonment of Position

- 47.07 An employee who is dismissed for cause or who has been declared to have abandoned his position shall not be entitled to Severance Pay.
- 47.08 Severance Pay as established in this Article shall apply to all employees, however for present incumbents years of continuous employment as mentioned herein shall accumulate from April 1, 1988 as if all present employees commenced employment on April 1, 1988.

ARTICLE 48

SUSPENSION AND DISCIPLINE

- 48.01 When an employee is to be disciplined, the Employer shall notify the employee of such discipline at a meeting. Prior to the meeting, the Employer will notify the employee of his right to have a Shop Steward or other employee of the employee's choice in attendance. The reasons for the discipline shall be provided to the employee in sufficient detail that the employee may defend himself against it.
- 48.02 The Employer shall notify the appropriate Union Representative when discipline occurs.
- 48.03 In the event of a suspension without pay of thirty (30) days or longer or a termination, the following procedures shall be followed:
- (a) The Committee shall meet to review the disciplinary action and shall attempt to resolve the matter within four (4) days of the disciplinary action.
 - (b) Failing a suitable resolution through the Committee, in addition to the normal grievance and arbitration procedure in Article 33, the employee will, at his or her option, be entitled to a "provisional arbitration" to be held within one (1) week of the meeting of the Committee, or a later date mutually agreed upon.
- 48.04 The parties will select and agree upon a "Provisional Arbitrator" as required and will attempt to agree upon names of persons residing in the Northwest Territories.
- 48.05 The "Provisional Arbitration" will be heard in Repulse Bay unless in the interest of expediency a different location is mutually agreed upon.
- 48.06 An immediate verbal decision will be given by the "Provisional Arbitrator" following the presentation of the case. This decision will be without prejudice to the ultimate arbitration under Article 33.
- 48.07 The "Provisional Arbitrator" will be empowered to order that the employee be reinstated to work at his or her current level of pay and benefits or to uphold the Employer's decision on an interim basis.

48.08 Should the "Provisional Arbitrator" decide to reinstate an employee, and the Arbitrator in the ultimate arbitration hearing provided for in Article 33 decide against the employee, the employee shall not be ordered nor required to pay back any amount of money.

ARTICLE 49

LABOUR/MANAGEMENT COMMITTEE

- 49.01 A Committee will be formed to consult on matters of safety and health, the Employee Assistance Program, the translation of this Agreement, and other matters of mutual interest.
- 49.02 The Committee shall be comprised of equal representation of the Union and the Employer, with each party choosing their respective representatives.
- 49.03 The Committee will meet once each month at a preestablished time, and at other times at the request of either party. The role of Chairman will alternate between the Employer and the Union.
- 49.04 In matters of safety and health, the Committee will follow the following provisions:
- (a) The Employer shall post the names of the Committee members in a prominent place.
 - (b) Committee members shall perform the necessary duties of investigating, identifying and seeking to remedy hazards at the workplace, and shall do so without loss of pay or fear of reprisal.
 - (c) The Employer shall ensure that employees can obtain the assistance of a first aid attendant easily and rapidly in all workplace.
 - (d) The Employer shall ensure that first aid kits are provided and are readily accessible at all times. Said first aid kits shall be kept well stocked at all times.
 - (e) The Employer will encourage employees to take first aid courses and will assume the costs of such courses and also the costs of refresher courses required to maintain the validity of a certificate. Employees taking first aid training shall be granted leave with pay for the duration of the courses.
 - (9) The Committee is to consider various alternatives for ensuring that an injured employee receives the appropriate medical transportation to the nearest medical facility and which agency is to bear such costs.
 - (g) (i) Where the Employer requires an employee to undergo an occupational health examination by a qualified practitioner, chosen by the employee, the examination will be conducted at no expense to the employee.
 - (ii) An employee will be granted leave with pay to attend the examination.

Workplace Environmental Protection

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

Toxic Hazardous Substances

- (i) Where toxic or suspected and/or confirmed carcinogenic chemicals or substances are identified as being present in the workplace, the Committee shall:
 - (i) Remove and/or substitute chemicals or substances in the work procedure; or
 - (ii) Introduce engineering controls to provide complete isolation between said chemicals and/or substances and the worker(s); and
 - (iii) Maintain ongoing monitoring of the workplace.
- (iv) Where a dangerous substance can not be removed or replaced, a notice indicating that a danger exists shall be posted.

Protective Clothing and Equipment

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

Protective Rights of Pregnant Workers

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

The Right to Know Hazard Identification

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

Information and Investigations Concerning Health Hazards and Work Injuries.

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

Provision of Legislation or Employer's Policies

- (n) The Employer shall make available a copy of applicable health and safety legislation and regulations and Employer's policies and standards such as:
 - (i) Handbook of Occupational Health and Safety (Treasury Board of Canada); or

- (ii) Part IV of the Canada Labour Code and Regulations; or
- (iii) Territory Acts; or
- (iv) Provincial Legislation

Right to Refuse Dangerous Work

- (o) An employee shall have the right to refuse to work in dangerous situations.
 - (i) An employee may refuse to do any particular act or series of acts at work which he has reasonable grounds to believe are dangerous to his health or safety or the health or safety of any other person at the place of employment until sufficient steps have been taken to satisfy him otherwise, or until the NWT Safety Officer has investigated the matter and advised him otherwise.
 - (ii) No loss of wages or discriminatory action shall be taken against any worker by reason of the fact that he exercised the right conferred upon him in (i) above. No other employee shall be assigned to use or operate any machine, device, material or thing or perform any part of the work which is being investigated pending resolution of the situation.

Smoke Free Workplace

- (p) In the Event that the premises of the Employer become "Smoke free", the Employer shall provide a designated area in each workplace where smoking will be permitted.

Employee Assistance Program

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

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

- (a) That alcohol and drug addictions are medical disorders; and
- (b) That an employee should be encouraged to remedy a disorder due to an addiction; and
- (c) That benefits normally extended to employees during the time of illness shall be extended to an employee suffering from an addiction at such a time that he or she seeks to correct this disorder: and
- (d) That the decision to undertake treatment is the responsibility of the employee; and
- (e) That the decision to seek treatment will not affect job security.

Other Matters

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

ARTICLE 50

REOPENER OF AGREEMENT AND MUTUAL DISCUSSIONS

Reopener of Agreement

50.01 This Agreement may be amended by mutual consent.

Mutual Discussions

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

ARTICLE 51

DURATION AND RENEWAL

51.01 The term of this Agreement shall be from April 1, 1996 to March 31, 1998.

The pay schedules contained in Appendix "A" shall apply from the dates specified therein.

The provisions of this Agreement shall take effect on the date of ratification unless another date is expressly stated therein.

51.02 Notwithstanding the preceding, the provisions of this Agreement, including the provisions for the adjustments of disputes in Article 33, shall remain in effect during the negotiations for its renewal and until a new Agreement becomes effective, or until the requirements of Section 89 of the Canada Labour Code, Part I, have been met.

51.03 Within three months preceding the termination of the Agreement, either party may, by written notice, require the other party to commence bargaining collectively with a view to the conclusion, renewal or revision of the Agreement in accordance with subsection 1 of Section 49 of the Canada Labour Code, Part I.

51.04 Where notice to commence collective bargaining has been given under Clause 51.03, the Employer shall not without consent by or on behalf of the employees affected, increase or decrease salaries or alter any other term or condition of employment of employees in the bargaining unit which was in force on the day on which the notice was given until a renewal or revision of the Agreement, or a new Agreement has been concluded, in accordance with Section 50 of the Canada Labour Code, Part I.

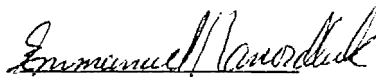
Signed this 2nd day of Feb, 1996
in Repulse Bay, NT.

On behalf of the
Repulse Bay Housing
Association



Glenn Tait
Negotiator

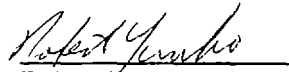
On behalf of the Public
Service Alliance of
Canada



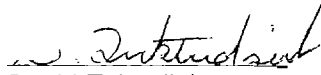
Emmanuel Nanordluk
Committee Member



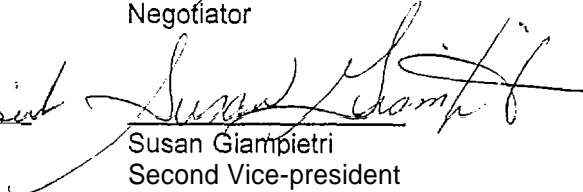
Vitaline Taparti
Secretary Manager



Robert Yaremko
Negotiator



David Tuktudjuk
Chair



Susan Giampietri
Second Vice-president
Public Service Alliance
of Canada

APPENDIX "A"

RATES OF PAY

Effective April 1, 1996

Maintenance Employees (40 hour week)

Housing Foreman
\$26.93 (per hour);

\$56,196 (annual)

Journeyman Housing Maintenance Technician

\$24.30 (per hour);

\$50,715 (annual)

Apprentice Housing Maintenance Technician

60% - \$14.58 (per hour);

\$30,429 (annual)

70% - \$17.01 (per hour);

\$35,500 (annual)

80% - \$19.44 (per hour);

\$40,572 (annual)

Administrative Employees (37.5 hour week)

Assistant Secretary/Manager

100%

46,335 47,893 49,529 51,244 53,040 54,938

80%

37,068 38,314 39,623 40,996 42,432 43,950

70%

32,434 33,525 34,670 35,871 37,129 38,457

Tenant Relations Officer

100%

39,406 40,617 41,897 43,230 44,630 46,108

80%

31,525 32,494 33,518 34,584 35,704 36,886

**NOTE: All employees as at the date of ratification shall receive a signing bonus of \$1000.00 on ratification of this Agreement.

**NOTE: A Journeyman's Certificate is required to receive the full rate of Housing Foreman.

Effective April 1, 1997

Maintenance Employees (40 hour week)

Housing Foreman
\$27.20 (per hour); \$56,758 (annual)

Journeyman Housing Maintenance Technician
\$24.54 (per hour); \$51,222 (annual)

Apprentice Housing Maintenance Technician
60% - \$14.73 (per hour); \$30,733 (annual)
70% - \$17.18 (per hour); \$35,855 (annual)
80% - \$19.63 (per hour); \$40,978 (annual)

Administrative Employees (37.5 hour week)

Assistant Secretary/Manager

<u>100%</u>					
46,798	48,372	50,024	51,756	53,570	55,487
<u>80%</u>					
37,439	38,697	40,019	41,406	42,856	44,390
<u>70%</u>					
32,758	33,860	35,017	36,230	37,500	38,842

Tenant Relations Officer

<u>100%</u>					
39,800	41,023	42,316	43,662	45,076	46,569
<u>80%</u>					
31,840	32,819	33,853	34,930	36,061	37,255

Letter of Understanding

1. When it is necessary to avoid a layoff, the Employer shall give the Union thirty (30) days written notice of the implementation of this Letter.
2. Thirty (30) days after the giving of the notice in paragraph 1, Employees are required to choose either:
 - (a) one (1) unpaid day off per calendar month, which day shall be designated by the Employer, The Employer will make every effort to designate unpaid days off in conjunction with a weekend.

Each month that an employee is required to take an unpaid day off, the Employee will have his monthly rate of pay reduced by an amount equal to one day's pay at the Employee's daily rate of pay. No employee shall be entitled to any reimbursement for any deductions made under this Letter.

When an Employee is required to work on the Employee's unpaid day off, the Employee shall be paid at his regular rate of pay for all hours worked up to the equivalent of the Employee's normal daily hours and overtime at the appropriate rate for all hours thereafter, or

- (b) regular hours of work for all employees shall be reduced to seven (7) hours per day, from 9:00 a.m. to 5:00 p.m., exclusive of a one (1) hour meal period break, Monday to Friday.
3. Should there be any conflict between this Letter and any other article of the Collective Agreement, this Letter shall prevail.

This Letter of Understanding expires March 30, 1998.