

SOURCE	Union		
EFF.	97	04	01
TERM.	98	03	31
No. OF EMPLOYEES	9		
NO. OF UNEMPLOYED	11		



**COLLECTIVE AGREEMENT**

BETWEEN

**RANKIN INLET HOUSING ASSOCIATION**

AND

**PUBLIC SERVICE ALLIANCE OF CANADA**

AS REPRESENTED BY THEIR AGENT

**THE UNION OF NORTHERN WORKERS**

**200 5112 52<sup>ND</sup> STREET  
YELLOWKNIFE, NT X1A 1T6**

**FROM: APRIL 1, 1997  
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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) "Agreement" and "Collective Agreement" means this Collective Agreement;
  - (b) "Alliance" means the Public Service Alliance of Canada;
  - (c) "Allowance" means compensation payable to an employee in addition to his regular remuneration payable for the performance of the duties of his position;
  - (d) "Association" and "Employer" means the Rankin Inlet Housing Association;
  - (e) "Bargaining Unit" means all employees of the Employer, except the Secretary Manager, Assistant Secretary Manager and Maintenance Manager;
  - (f) 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;
  - (g) "Banked Time" means time banked with the Employer in lieu of cash payment, which is accumulated to provide the employee with paid leave at a time that is mutually agreed;
  - (h) "Casual Employee" means a person employed by the Employer for a period not to exceed four (4) months. A casual employee is a member of the Bargaining Unit. If the casual employment exceeds four (4) months the employee shall be considered a term employee and shall be entitled to all benefits in this Collective Agreement retroactive back to the original date of hire;
  - (i) "Committee" means the Labour/Management Committee;

- (j) "Continuous Employment" and "Continuous Service" means uninterrupted employment with the Employer: and
  - (i) with reference to re-appointment of a lay-off, his employment in the position held by him at the time he was laid off, and his employment in the position to which he is appointed shall constitute continuous employment;
- (k) "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;
- (l) "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;
- (m) "Dependant" means a person who is:
  - (i) that employee's spouse (including common-law), who is not separated from the employee or going through divorce proceedings;
  - (ii) child, including stepchild and adopted child who:
    - (a) is under nineteen (19) years of age and dependent upon him/her for support: or
    - (b) being under twenty-one (21) years of age and dependant upon him by reason of full-time attendance at an educational institution; or
    - (c) who is wholly dependant upon him for support by reason of mental or physical infirmity;
- (n) "Double time" means twice the straight time rate;
- (o) "Employee" means a person employed by the Employer 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;
- (p) "Fiscal Year" means the period of time from April 1st in one year to March 31st in the following year;
- (q) "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.
- (r) "Holiday" means the twenty-four (24) hour period commencing at 12:01 A.M. of a day designated as a paid holiday in this Agreement.
- (s) "Lay-off" means an employee whose employment has been terminated because of lack of work, the discontinuance of a function or lack of funding.

- (t) "Leave of Absence" means absence from duty with the Employer's permission;
- (u) **"May"** shall be regarded as **permissive** and "Shall" and "Will" as imperative;
- (v) "Manager" means the Secretary Manager of the Employer;
- (w) "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;
- (x) **"Overtime"** means work performed by an employee before or after or in **excess** or **outside** of his **regularly scheduled** hours of work;
- (y) "Point of Departure" means Winnipeg;
- (z) **"Probation"** means an Initial period of employment in a position to determine an employee's suitability for the position;
- (ea) "Promotion" means the appointment of an employee to a new position, the **maximum** rate of pay of which **exceeds** that of his former position;
- (bb) "Rates of pay" means:
  - (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);
- (cc) **"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;
- (dd) **"Seniority"** means length of **service** with the Employer.
- (ee) "Straighttime rate" means the hourly rate of pay.
- (ff) "Time and one-half" means one and one-half times the **straight time** rate.
- (gg) "Transfer" means the appointment of an employee to a new position, that does not constitute a promotion or demotion.
- (hh) "Union" means the Public **Service** Alliance of Canada as represented by **its** agent, the **Union of Northern Workers**.
- (ii) "Week" for the purposes of **this** Agreement shall be deemed to commence at 12:01 AM on Monday and terminate at midnight on Sunday.



- 2.02** Except as otherwise 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 or 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, harassment or coercion exercised or practised with respect to any employee by reason of age, sex, race, creed, colour, national or ethnic origin, political or religious affiliation, marital status (including common-law relationships), family status, sexual orientation, criminal offence for which a pardon has been granted, mental or physical disability (except for employment equity programmes), by reason of union membership or activity nor by exercising their rights under the Collective Agreement,

Affirmative Action policies shall be deemed non-discriminatory.

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

### 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 Collective Agreement. the Union will facilitate said printing and distribution.
- 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.
- 4.03** Feminine, masculine, singular and plural pronouns used in this Agreement shall be interchangeable in the interpretation of this Agreement except where specifically precluded by the context.

**4.04** The Union and the Employers shall share equally in the costs associated with the printing and distribution of the Collective Agreement. The Union will facilitate said printing and distribution.

If an Inuktitut version of this Agreement is requested, the Union and the Employer shall 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.

#### **ARTICLE 5**

#### **CONFLICT OF PROVISIONS**

**5.01** 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.

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

#### **ARTICLE 6**

#### **STRIKES AND LOCKOUTS**

**6.01** There will 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.

#### **ARTICLE 7**

#### **MANAGEMENT RIGHTS**

**7.01** The Union acknowledges that all management rights and prerogatives are vested exclusively with the Employer, except as may be otherwise specifically 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 rights** in a manner that is fair, reasonable and consistent **with** the terms of this Agreement.

## ARTICLE 8

### EMPLOYER DIRE

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

## ARTICLE 9

### UNION ACCESS TO EMPLOYER PREMISES

9.01 The Employer shall permit access to **is** work premises of an accredited representative **of** the Union.

## ARTICLE 10

### APPOINTMENT OF REPRESENTATIVES

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

## ARTICLE 11

### TIME-OFF FOR UNION BUSINESS

11.01 The Employer **will** grant leave with pay to an employee who **is** party to, called **as** a witness **or** representing the Union before an arbitration **hearing**.

11.02 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.

**11.03** 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 N.W.T. 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 to present briefs to commissions, boards and hearings that are mandated by territorial legislation.

**11.04** An employee will only be granted leave under clauses 11.01, 11.02 or 11.03 for hours that would otherwise be regular hours of work.

**11.05** (1) 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.

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

**11.06** (1) (a) 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 Collective Agreement;

(b) 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.

(2) The Employer shall continue to pay such employees their applicable salary in accordance with the terms of the Collective Agreement. Upon invoice by the Employer the Union shall reimburse the Employer for the amounts so paid.

(3) The benefits of any group shall be extended to such employees and the Union will reimburse the Employer for such costs involved.

(4) 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 level of their applicable salary.

(5) Such employees shall advise the Employer as soon as possible when an extension of the leave of absence is applicable due to re-election.

(6) 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

Collective Agreement they shall provide the Employer with a three month notice of their intent to do so.

- (7) Notwithstanding Clause 11.06(6), 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.
- (8) Employees on leave under this clause shall not accumulate seniority while on leave *without pay*.

## ARTICLE 12

### CHECK OFF

- 12.01 Effective the first of the month following the signing of this Agreement, the Employer will, as a condition of employment, deduct an amount equal to the amount of Membership Fees from the pay of all employees in the Bargaining Unit.
- 12.02 The Alliance shall inform the Employer in writing of the authorized deduction to be checked off for each employee within the Bargaining Unit.
- 12.03 For the purpose of applying Clause 12.01, deductions from pay for each employee will occur on a bi-weekly basis.
- 12.04 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.
- 12.05 The amounts deducted in accordance with Clause 12.01 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,
- 12.06 The Employer agrees to identify annually on each employee's T-4 slip the total amount of Membership Fees deducted for the preceding year.
- 12.07 The Employer may agree to make deductions for other purposes on the basis of the production of appropriate documentation.
- 12.08 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.

## ARTICLE 13

### INFORMATION

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

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

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.

**13.02** The Employer shall notify the Union of all newly created classifications including its designation as to whether it is within or outside of the Bargaining Unit.

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

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

## ARTICLE 14

### SENIORITY

**14.01** Seniority is defined as the length of service with the Employer, and shall be applied on a bargaining unit wide basis.

**14.02** (1) A newly hired employee shall be on probation for a period of six (6) months.

(2) During the probationary period, the employee shall be entitled to all rights and benefits contained in this Agreement, except:

(i) the accumulation of seniority, which shall not be credited to the employee until he has completed his probationary period to become a regular employee; at this time, his seniority shall be dated six (6) months prior to the date the employee becomes a regular employee; and

(ii) in the event that the Employer determines that the employee does not meet the requirements of the position or is unsuitable to become a regular employee, he shall be terminated and said termination shall not be the subject of a grievance under Article 33 "Adjustment of Disputes".

**14.03** The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. The seniority list shall be kept up-to-date, a copy of which shall be posted on the bulletin board, and shall be sent to the union every six (6) months.

- 14.04** An employee shall be on probation for a period of four (4) months when an employee has been promoted or transferred. During the probationary period, the employee shall be entitled to all rights and benefits of the Collective Agreement. If an employee does not successfully complete his probationary period on transfer or probation he shall be returned to the position held before the transfer or promotion or, by mutual consent of the employee and the Employer, to a position at an equivalent classification and pay level.
- 14.05** 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 one (1) year;
  - (e) if, following layoff, he fails to return to work within ten (10) working days of being recalled.
- 14.06** Seniority shall not accumulate during a period of leave of absence.

#### ARTICLE 15

#### FC 1 OF BULLETIN BOARD SPACE AND OTHER TIES

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

#### ARTICLE 16

#### DESIGNATED PAID HOLIDAYS

- 16.01** (1) The following days are designated paid holidays for employees covered by this Collective Agreement:

- (a) New Year's Day;
- (b) Good Friday;
- (c) Easter Monday;
- (d) **Victoria Day**;
- (e) Canada Day;
- (f) **Nunavut Day**;
- (g) Civic Holiday, The first Monday in August; or another day fixed by order of the Commissioner.
- (h) Labour Day;
- (i) **Thanksgiving Day**;
- (j) Remembrance Day;
- (k) Christmas Day;
- (l) **Boxing Day**;
- (m) Hamlet Day.

(2) A paid holiday shall also be granted to all employees on any special day proclaimed by the Government of Canada or the Commissioner of the NWT.

(3) No employee is entitled to be paid in respect of a designated paid holiday, where:

- (a) He has not worked for the Employer a total of thirty (30) days during the preceding twelve (12) months;
- (b) He **did** not report to work on that day after having been called to work on that day; or
- (c) **Without the consent of** the Employer, he has not reported for work on either his last regular working day preceding, or his first working day following, the designated paid holiday.

#### 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** 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 operational requirements of the Employer 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 current rate of wages for the time worked by him on that day.



- 16.08** Part-time employees shall be eligible for designated holidays based on their normally scheduled hours for the holiday ~~except~~ that part-time employees who do not work regular daily hours shall be paid based on the average of their daily straight time and overtime hours worked over the previous four (4) week period.
- 16.09** When the Employer requires an employee to work on a designated paid holiday as part of his regularly scheduled hours of duty or as overtime when he ~~is~~ not scheduled to work, he shall be paid in addition to the pay that he would have been granted had he not worked on the holiday one and one-half (1 ½) times his regular rate of wages for the ~~time~~ worked by him on that day.
- 16.10** 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.
- 16.11** An employee who ~~is~~ required to work on a holiday as provided in ~~16.09~~ shall have the option of being paid for said work or having it applied to his overtime bank as provided in ~~23.07~~ of this Agreement.

## ARTICLE 17

### LEAVE - GENERAL

- 17.01** 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.
- 17.02** 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.
- 17.03** 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.
- 17.04** 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.
- 17.05** An employees' request for any leave shall be responded to by the Employer as soon as the Employer can practically do so. But in any case ~~shall~~ be responded to within two (2) weeks of application.
- 17.06** 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 layoff the employee shall be considered to have earned that amount of leave with pay granted to him.

- 17.07** 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.
- 17.08** 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.

## **ARTICLE 18**

### **VACATION LEAVE**

#### **ACCUMULATION OF VACATION LEAVE**

- 18.01** (1) For each month of a fiscal year in which an employee receives pay for at least ten (10) days, he shall earn vacation leave at the following rates:
- (a) one and one quarter (1 ¼) days each month until the month in which the anniversary of the second (2nd) year of continuous service is completed;
  - (b) one and two-thirds (1 2/3) days each month commencing in the month after completion of two (2) years of continuous service and ending in the month that ten (10) years of continuous service is completed;
  - (c) two and one-twelfth (2 1/12) days each month commencing in the month after completion of ten (10) years of continuous service and ending in the month that fifteen (15) years of continuous service is completed;
  - (d) two and one-half (2 ½) days each month commencing in the month after completion of fifteen (15) years of continuous service.
- (2) Part time employees shall receive the vacation entitlements specified in clause (1) above on a pro-rata basis, (i.e. a maintenance employee working four (4) hours per day would, in a month where he worked in excess of ten (10) days, receive vacation leave credits of one and one-quarter (1 ¼) or one and two-thirds (1 2/3), etc. as the case may be, times four (4) hours.

#### **GRANTING OF VACATION LEAVE**

- 18.02** (1) In granting vacation leave with pay to an employee, the Employer shall make every reasonable effort to:
- (a) Schedule vacation leave for all employees in the fiscal year in which it is earned;
  - (b) Not recall an employee to duty after he has proceeded on vacation leave;
  - (c) Grant the employee his vacation leave during the fiscal year in which it is earned at a time specified by him;
  - (d) Grant the employee vacation leave for at least up to four (4) consecutive weeks, depending upon his vacation entitlements, when so requested by the employee: and

- (i) Where ~~two~~ or more employees apply for the same period of vacation leave, seniority shall be the determining factor.
  - (2) The Employer shall reply to the request for vacation leave submitted by the employee within ten (10) working days from the date of receipt of the application. Where the Employer has proposed to change, reduce or deny the vacation leave requested by the employee, the Employer shall provide the employee with the reasons, in writing, for such change, reduction or denial of vacation leave.
- 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 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.
- 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** (1) There **shall** be no recall to work of an employee who is on vacation leave, except in the case of an emergency.
- (2) 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 prearrangement 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 of 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 lay-off 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 six (6) months of termination, his entitlement shall lapse.

#### VACATION TRAVEL ASSISTANCE

**18.09** Employees who have completed six months of continuous employment are entitled to one Vacation Travel Assistance each fiscal year.

**18.10** Employees are entitled to Vacation Travel Assistance under 18.09 for their dependents who are two years and over where the employee signs a notarized statement confirming that a similar benefit is not provided by any other Employer.

**18.11** Vacation Travel Assistance must be paid in the year in which it was earned. If an employee's application for leave is denied by the Employer, the employee shall be paid the entitlement to Vacation Travel Assistance within 30 days of denial of the leave.

**18.12** When using Vacation Travel Assistance as calculated in accordance with 18.13 an employee is entitled to travel time with pay of at least one half day each way, or the actual travel time, which ever is greater provided the latter does not exceed the time normally required to travel by air to the employee's point of departure.

**18.13** Vacation travel assistance for each person shall be \$815.00

**18.14** The Employer will provide the Vacation Travel Assistance within 30 days of receiving the application.

**18.15** The application for Vacation Travel Assistance must be accompanied by proof that at least one day of vacation leave has been granted.

**18.16** An employee who has requested and is granted annual leave between October 1 and March 31 of any year shall, in addition, to his/her vacation leave receive one (1) extra day when he/she liquidates five (5) consecutive days of annual leave within the above days.

**18.17** If an employee is granted Vacation Travel Assistance and within the next six (6) months terminates his employment, he will pay back to the Employer some or all of the Vacation Travel Assistance received, based on the following schedule:

(a) If the employee terminates his employment:

- (i) less than one (1) month after being granted Vacation Travel Assistance, he shall repay the full amount of the Vacation Travel Assistance;
- (ii) more than one (1) month but less than two (2) months after being granted Vacation Travel Assistance, he shall repay five-sixths (5/6) of the amount of the Vacation Travel Assistance;
- (iii) more than two (2) months but less than three (3) months after being granted Vacation Travel Assistance, he shall repay two thirds (2/3) of the amount of the Vacation Travel Assistance;

- (iv) more than three (3) months but less than four (4) months ~~after~~ being granted Vacation Travel Assistance, he shall repay one half (~~1/2~~) of the amount of the Vacation Travel Assistance;
- (v) more than four (4) months but less than five (5) months after being granted Vacation Travel Assistance, he shall repay one third (~~1/3~~) of the amount of the Vacation Travel Assistance: and
- (vi) more than five (5) months but less than ~~six~~ (6) months after being granted Vacation Travel Assistance, he shall repay ~~one-sixth~~ (~~1/6~~) of the amount of the Vacation Travel Assistance.

## ARTICLE 19

### SF 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 (~~1/2~~) day for each calendar month in which he received pay for at least ten (10) days, ~~or~~
  - (b) ~~One-quarter~~ (~~1/4~~) day for each calendar month in which he received pay for ~~less~~ than ten (10) days.

As credits are used, they may 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, father-in-law, mother-in-law, and any relative permanently residing in the employee's household or with whom the employee permanently resides.
- (a) The Employer shall grant special leave earned with pay for a period of up to ~~five~~ (5) consecutive working days when there is a death in the employee's immediate family.
  - (b) The Employer shall grant special leave earned with pay for a period of up to one (1) day, as follows:
    - (i) On the birth of the employee's child;
    - (ii) On the adoption of a child by the employee; and
    - (iii) When an employee is to be married.

This leave may be divided into two (2) parts and taken on separate days.

- (c) The Employer shall grant special leave earned with pay for a period of up to one (1) working day in the case of the illness of an employee's spouse or child where the presence of the employee is required.

## **ADVANCE OF CREDITS**

- 19.03** Where an employee has insufficient credits to permit the granting of special leave, leave may, at the discretion of the Employer, be granted, subject to the condition that such advance will be deducted from special leave credits subsequently earned.

## **CASUAL LEAVE**

- 19.04** Employees may be granted casual leave with pay to a maximum of two (2) hours for medical, dental and legal appointments.

## **ARTICLE 20**

### **SICK LEAVE**

#### **CREDITS**

- 20.01** An employee shall earn sick leave credits at the rate of one and a quarter (1¼) days for each calendar month for which he receives pay for at least ten (10) days.
- 20.02** Subject to (a) and (b) below, and to the remainder of this Article, all absences on account of illness on a normal working day (exclusive of designated holidays) shall be charged against an employee's accumulated sick leave credits.
- (a) There shall be no charge against an employee's sick leave credits when his absence on account of illness is less than one-half (½) day and the employee has been on duty for at least two (2) hours;
- (b) Where the period of absence on account of illness is at least one-half (½) day but less than a full day, one-half (½) day only shall be charged as sick leave.
- 20.03** Where leave of absence without pay is authorized for any reason, or an employee is laid-off because of lack of work, and the employee returns to work upon expiration of such leave of absence or lay-off, he shall earn sick leave credits for each month in which he worked at least ten (10) days and shall retain any unused sick leave existing at the time of lay-off or commencement of leave without pay.
- 20.04** When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for a concurrent period, there shall be no charge against his sick leave credits for the period of concurrency.
- 20.05** An employee will be eligible for paid sick leave, provided he reports his sickness within two (2) hours of having to report to work to the Manager or his designate.
- 20.06** The Employer may require the employee to produce a certificate from a qualified medical practitioner, certifying that said employee is unable to carry out his duties due to illness or to certify that the employee is able to return to work.
- 20.07** 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 in order to be eligible for paid sick leave.

- 20.08** An employee is not eligible for sick leave with pay for any period during which he is on leave of absence without pay or under suspension or laid off.
- 20.09** Every employee who is proceeding to a medical centre shall be granted leave of absence with pay, which shall be charged against his special leave credits, for the lesser of three (3) days or the actual time taken to travel from his post to a medical centre and return.

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

#### **INJURY ON DUTY LEAVE**

- 21.02** (1) An employee shall be granted injury-on-duty leave with pay for such reasonable period as may be determined by the Employer, where it is determined by the Workers' Compensation Board that he is unable to perform his duties because of:
- (a) A personal injury accidentally received in the performance of his duties and not caused by the employee's wilful misconduct;
  - (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;

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

## RECOGNITION

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

## MATERNITY LEAVE

- 21.03** (1) (a) An employee who has completed **six (6)** months of continuous **service** and who **becomes** pregnant shall **notify** the Employer of her pregnancy at least fifteen (15) weeks prior to the **expected** date of **termination** of her pregnancy and, subject to section (b) of this Clause, shall, eleven (11) weeks before the expected date of the termination of her pregnancy be granted **leave** without pay for a period ending not later than **twenty-six (26)** weeks after the date of the termination of her pregnancy.
- (b) The Employer may:
- (i) Upon written request from the employee, defer the commencement of **maternity leave** without pay of an employee or terminate **it** earlier than **twenty-six (26)** weeks after the date of the termination of her pregnancy;
  - (ii) Grant maternity leave without **pay** to an employee to commence earlier than eleven (11) weeks before the **expected** termination of her pregnancy;
  - (iii) Where maternity leave without pay is requested, require an employee to submit a medical **certificate certifying** pregnancy.
- (c) Leave granted under this Clause shall be counted **for** the calculation of "continuous employment".
- (2) (a) 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 sections **20 or 23** of the **Employment Insurance Act**, shall be paid a maternity leave allowance in accordance with the Supplementary Unemployment **Benefit Plan**.
- (b) An applicant under Clause **21.03(b)(i)** shall **sign** an agreement with the Employer providing:
- (9) 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;
  - (ii) 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(2)(b), the employee recognizes that she is indebted to the Employer for the amount of maternity leave allowance received.
- (3) (a) In respect of the period of maternity leave, payments made according to the supplementary unemployment plan will consist of a **maximum of seventeen (17)** weeks payments equivalent to **ninety-three** percent (93%) of her weekly rate of pay. The Employee shall not receive more than **93%** of her regular wage while participating in the above plan.
- (b) (i) For a full-time employee the weekly rate of pay referred to in Clause **21.03(c)(i)** shall be the weekly rate of which she is **entitled** for the classification prescribed in her certificate of appointment on the day immediately preceding the commencement of the maternity leave.
  - (ii) For a part-time employee the weekly rate of pay referred to in Clause **21.03(c)(i)** shall be the pro-rated weekly rate of pay to which she is **entitled** for the classification prescribed in her certificate of appointment averaged over the **six month** period of continuous employment immediately preceding the commencement of maternity leave.
  - (iii) Further, when a pregnant employee produces a statement from her physician that her working condition may be detrimental to her health or that of the fetus, the Employer will either change those **working** conditions where that is reasonable within **his** operational requirements or allow the employee to take leave of absence without pay for the duration of her pregnancy.
- (c) The employee shall have no vested interest in the plan.
  - (d) The Employer shall not reduce, or increase wages, or other monies normally owing to the employee solely because the employee is participating in the above plan.
  - (e) Where an employee becomes eligible for an annual Increment or pay raise during the period of maternity leave, payments under Clause 21.03(3) shall be adjusted accordingly.
  - (9) The employee has no vested right to this allowance **except** for supplementation of UI benefits as provided in this article.
  - (g) Payments in respect of any other remuneration or **severance** pay benefits are not reduced or increased by payments received under this article.
  - (h) The Employer will inform the Canada Employment and Immigration Commission of any changes in this article within thirty (30) days of the effective date of the change.

#### LEAVE WITHOUT PAY FOR PERSONAL REASONS

21.04 An employee may apply to the Secretary Manager for personal leave without pay. He shall make **his** application in writing, stating the reasons **for** the leave, the length of the **leave** and the date upon **which** he wishes to commence such leave. The Employer shall review the employee's application and either **approve** or **deny** said application within a reasonable period of time.

## ADOPTION LEAVE

- 21.05** The maternity leave clause shall apply ~~mutatis~~ mutandis to adoption and applies to both male and female employees.

## ARTICLE 22

### HOURS OF WORK

- 22.01** The regular hours of work for employees shall be ~~seven~~ and one-half ( $7\frac{1}{2}$ ) hours per day ~~exclusive~~ of a one (1) hour ~~unpaid~~ meal period to be taken as near the midpoint of the ~~shift~~ as the requirements of the operation of the ~~service~~ will allow between the hours of ~~7:30 a.m.~~ and ~~6:00 p.m.~~, Monday to Friday.

For employees hired after October 1, 1996, the work week may be scheduled over any ~~five~~ (5) ~~consecutive~~ days.

- 22.02** Employees shall be entitled to rest periods of ~~fifteen~~ (15) minutes duration at or near the midpoint of the first half of their ~~shift~~ and at or near the ~~midpoint~~ of the second half of their ~~shift~~.

- 22.03** where the Employer determines that there is a requirement for shifts other than the regular hours of work specified ~~above~~, they shall post the shift schedule on appropriate notice boards and provide those employees ~~assigned~~ to work the said shift ten (10) working days notice of the change to their hours of work.

- 22.04** All employees working shifts of four (4) hours duration or more shall be ~~entitled~~ to a rest period of ~~fifteen~~ (15) minutes duration for each four (4) hours of work or portion thereof in ~~excess~~ of two (2) hours commencing at or around the midpoint ~~of~~ the four (4) hour period.

- 22.05** 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 period 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** An employee who is required to work overtime shall be paid time and one half ( $1\frac{1}{2}$ ), for the first four (4) hours of ~~overtime~~ worked, and if required to continue working after the first four (4) ~~consecutive~~ hours of overtime, he shall be paid double time (~~2X~~) for all such hours worked in ~~excess~~ of the ~~initial~~ four (4) consecutive hours. Double time (~~2X~~) shall also apply to all hours worked on a second or subsequent day of rest, ~~provided~~ the days ~~of rest~~ are consecutive.

## **OFF DAYS DEFINED**

- 23.04** (a) "First day of rest" is defined as the **twenty-four (24)** hour period commencing at **midnight** of the calendar day on which the employee completed his last regular shift, and
- (b) When the first and second or subsequent day of rest are consecutive, "second or subsequent day of rest" is defined as the period immediately following expiration of the first day of rest and ending at **the** time of commencement of the employee's **next** regular shift.
- 23.05** Overtime which exceeds any quarter ( $\frac{1}{4}$ ) of an hour shall be calculated to the **next** one quarter of the hour.
- 23.06** Subject to the operational requirements of the service, the Employer shall make every reasonable effort:
- (a) To allocate **overtime** work on an equitable basis among readily **available** qualified employees, **who** are normally required in their regular duties to perform that work;
- (b) To give employees who are required to work overtime reasonable advance **notice** of this requirement.
- 23.07** An employee upon his request **shall** have any overtime which he has worked converted to **is** equivalent dollar value and banked by the Employer to a **maximum** of one (1) week's pay. This bank may be drawn upon at the employee's current rate of pay to provide paid leave to be taken at a time mutually agreeable to the Employer and the employee. **As** leave is used and the bank is reduced, the employee may bank additional overtime to the aforementioned **maximum**. The employee may claim the **total** cash value of his bank upon reasonable notice to the Employer.

## **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 every second Thursday.
- (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 or work, his salary cheque may be deposited to his **credit** in the bank of **his** choice.
- (4) The Manager at **his** discretion may approve an employee's request for one (1) week's salary, as long as the employee has earned the amount requested, and said employee has provided the Manager with a **satisfactory** reason.
- (5) Pay statements shall include the pay period, the hourly rate of pay, and the number of regular hours worked.

(6) The Employer shall ensure that each employee understands the pay codes on his/her pay statement.

(7) Twice per year, the Employer shall review leave credits with each employee.

**24.03** Employees who have earned overtime compensation or any other extra allowances in addition to their regular pay, should receive such remuneration in the two (2) weeks following the day in which 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** (1) When an employee is required by the Employer to perform the duties of a higher classification level on an acting basis in excess of one (1) working day he shall be paid acting pay calculated from the first working day on which he commenced to act as if he had been appointed to the higher level for the period in which he acts. The incumbent in the acting position will receive acting pay at a rate of ten (10) percent over his regular rate. Acting pay must be authorized by the Employer.

(2) When a day designated as a paid holiday occurs on a day when the employee would otherwise be performing duties on an acting basis, the holiday shall be considered as a day worked for purposes of acting pay.

### **SALARY INCREASES**

**24.05** 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.

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

- (a) If the appointment constitutes a promotion, an increase in salary within the pay range of the position to which he is appointed;
- (b) If the appointment constitutes a transfer, he shall receive a rate of pay within the range of the position to which he is transferred, which is nearest to, but not less than his former rate of pay;
- (c) If the appointment constitutes a demotion, he shall receive a rate of pay within the range of the position to which he is demoted, which is nearest to his former rate of pay;
- (d) If the appointment is an initial appointment to a position with the Employer, the new employee shall be paid a rate of pay within the range of the position, which is commensurate with the employee's qualifications and experience in the position as determined by the Employer.

### **PAY RECOVERY**

**24.07** (1) Where an employee has received more than his proper entitlement to wages or benefits, no continuing employee shall be subject to deductions in excess of twenty (20%) percent of an employee's net earnings per pay period.

- (2) If more than one year has passed since the undetected overpayment was made, there shall be no recovery of the overpayment.

## **ARTICLE 25**

### **REPORTING AND CALL BACK PAY**

- 25.01** (1) If an employee reports to work on his regularly scheduled work day and there is insufficient or no work available he is entitled to four (4) hours pay at the straight time rate.
- (2) If an employee is
- (a) directed to report for work outside of his regularly scheduled hours of work; or
  - (b) recalled to a place of work for a specific duty;
- the employee shall be paid the greater of compensation at the appropriate overtime rate for all hours worked or compensation equivalent to four (4) hours' pay at the straight time rate.
- The guarantee of four (4) hours at the straight time rate shall only apply once during a period of eight consecutive hours commencing with an initial call-back.
- 25.03** If an employee is directed to report for work on a day of rest or on a designated paid holiday, the employee shall be paid the greater of compensation at the appropriate overtime rate, or compensation equal to four (4) hours' pay at the appropriate overtime rate.
- 25.04** When the Employer requires an employee to be available on standby during off-duty hours, the employee shall be paid \$8.00 for every eight (8) hours period, or portion of such period that the employee is on standby.
- 25.05** An employee designated by letter or by list for standby duty shall be available during his period of standby at a known telephone number and shall be available to return for duty as quickly as possible if called. In designating employees for standby the Employer will endeavour to provide for the equitable distribution of standby duties among readily available qualified employees who are normally required, in their regular duties, to perform that work.
- 25.06** No standby payment for that shift shall be granted if an employee is unable to report for duty within one (1) hour from the time of his call-out unless circumstances beyond his control prevent him from reporting within the hour.
- 25.07** An employee assigned to standby duty shall be provided with a vehicle to take home to be used only in the event that he is called out on an emergency and for no other purpose.
- 25.08** An employee on standby who is required to report for work shall be paid, in addition to standby pay, the appropriate amount pursuant to Article 25.02, provided that the employee shall only be paid the minimum payment of four (4) hours' pay at the straight time rate once during each standby period of eight (8) consecutive hours or portion thereof.
- 25.09** Except in the case of an emergency, standby schedules shall be posted fourteen (14) days in advance of the starting date of the new shift schedule.

**25.10** An employee assigned to stand-by duty shall be provided with a vehicle to take home to be used only in the event that he is called out on an emergency.

## ARTICLE 26

### OUTSIDE EMPLOYMENT

**26.01** Subject to Article 26.02, 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 Employer duties.

**26.02** Employees are prohibited from carrying on any business or employment outside their regularly scheduled hours of duty when such business or employment is such that:

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

## ARTICLE 27

### SHIFT WORK

**27.01** (1) In the event that an employee is required to change his regularly scheduled hours of work, the Employer shall give ten (10) working days notice of such change.

(2) When an employee's work schedule is revised without five (5) calendar days notice the employee shall be paid the appropriate overtime rate for the first shift of the newly scheduled hours of work.

(3) The Employer agrees that it shall not schedule split shifts,

**27.02** An employee required to work a shift, the major portion of which falls between 3:00 p.m. of one day and 8:00 a.m. of the following day, shall receive a shift differential of seventy-five (75) cents per hour for each straighttime hour worked.

## ARTICLE 28

### TERM POSITIONS

**28.01** No term position shall have a stated term of more than two (2) years.

- 28.02** Subject to 28.01, should the Employer wish a term position to extend beyond its term, that position must become a regular position which must be offered to the incumbent of the term position, and his or her seniority date shall be the initial date of hire into the term position.
- 28.03** An incumbent of a term position shall be eligible for the same benefits and working conditions as those provided to full time or part-time employees as the case requires.

## **ARTICLE 29**

### **SAFETY AND HEALTH**

- 29.01** 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 30**

### **LAY-OFF AND JOB SECURITY**

- 30.01** The Employer agrees that there shall be no layoff of any employee during the life of this Collective Agreement, except for layoff resulting from lack of work, lack of funding or discontinuance of a function.
- 30.02** (1) Lay-offs 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.
- (2) An employee, who is continuously laid off for a period of twelve (12) consecutive months, shall be considered terminated from his employment with the Employer.
- 30.03** Before an employee is laid off the Employer shall give an employee, who has completed six (6) months of employment with the Employer, three (3) months notice in writing of the effective date of his lay-off or pay in lieu of notice for any portion of this period for which notice was not provided;
- 30.04** Employees will be recalled from a lay-off on the basis that the employee with the most seniority and qualifications to do the work will be the first recalled to work.
- 30.05** The Employer shall give notice of recall personally or by registered mail.
- Where notice of recall is given personally, the Employer shall deliver in duplicate a letter stating that the employee is recalled, 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 days from the date of mailing.
- 30.06** The employee shall return to work within ten (10) working days of receipt of notice of recall.

### **COOLING OFF PERIOD - 2 WORKING DAYS**

- 30.07** An employee who wilfully terminates his employment as a result of a misunderstanding or argument shall be allowed to return to work and remain employed if he does so within two (2) working days. Should the Employer refuse to allow the employee to return to work, the termination shall be considered as a discharge, effective the date that the employee sought to return to work, and may be grieved as a discharge.
- 30.08** 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 31**

#### **EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES**

- 31.01** (1) When a formal review of an employee's performance is made, the employee concerned shall be given the opportunity to discuss then sign the review form in question to indicate that its contents have been read and understood. The employee shall also be given the opportunity to provide written comments to be attached to his performance appraisal.
- (2) The formal review of an employee's performance shall also incorporate an opportunity for the employee to state his career development goals and request any training, in-service training, re-training, or any facets of career development which may be available.
- 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, 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 Employer and the Union, if so requested.
- 31.05** Where an employee is required to attend a meeting with the Employer to deal with matters that are of a disciplinary nature, the employee shall have the right to have a representative of the Union in attendance. The Employer must advise the employee of his right to be accompanied by his representative.
- 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

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- 32.01** During the term of this Agreement, if a new or revised job classification is required by the Employer, the Employer will implement the new job classification with an assigned pay range and inform the Union of the existence of said job classification and assigned pay range. In the event that the Union does not agree with the pay range assigned to said job classification it shall have the right to negotiate this with the Employer and if the results of said negotiation does not resolve the issue, the Union shall within twenty (20) days of being informed of the new classification have the right to grieve under the provisions of Article 33 "Adjustment of Disputes".

ARTICLE 33

ADJUSTMENT OF DISPUTES

- 33.01** Any disciplinary action or difference concerning the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether or not the difference is arbitrable, shall be settled in accordance with the following procedures.
- 33.02** 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 of Employer);
  - (c) Final Level (Arbitration).
- 33.03** The Union shall have the right to file grievances on behalf of its members and to consult with the Employer with respect to a grievance at each or any level of the grievance procedure.
- 33.04** Where an employee or the Union has a grievance, he or the Union shall initiate such grievance in writing, setting out the grievance, the clause or clauses of the Agreement alleged to be violated and the remedy required, to the Manager, not later than twenty-five (25) calendar days after the date on which he or the Union first became aware, or should have become aware, of the action or circumstances giving rise to the grievance.
- 33.05** The Manager shall reply in writing, providing his answer to the grievance within fourteen (14) calendar days of receiving the grievance.
- 33.06** In the event that the Manager's reply does not resolve the grievance or the Manager does not reply within the prescribed time for such reply, the employee or the Union shall, if he or it wishes to continue the grievance, within fourteen (14) days, submit the grievance to the Board of Directors.
- 33.07** The Board of Directors shall, within thirty (30) calendar days, consider the grievance and provide the employee or the Union with their reply.

- 33.08** In the event that the Board of Directors' decision does not resolve the grievance or they ~~have~~ not replied within the prescribed time frame for such reply, the Union shall, if it wishes to continue the grievance, provide written notice to the Employer, referring the matter to arbitration, within ninety (90) days.
- 33.09** The parties may mutually agree to extend any of the above time limits.
- 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 each level of the grievance procedure at the same time that the Employer's decision is conveyed to the employee.
- 33.11** 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 procedure shall apply, except that the grievance may be presented at the final level.
- 33.12** A grievance of the employee or the Union shall not be deemed invalid by reason only of the fact it is not in accordance with the form supplied by the Employer.

#### ARBITRATION

- 33.13** (1) The parties agree that any arbitration arising out of this Agreement shall be heard by a single arbitrator to be mutually agreed upon by the parties.
- (2) If mutual agreement is not reached by the parties to choose a single arbitrator within thirty (30) calendar days from the date that either party received notification of a wish to proceed to arbitration, then the Federal Minister of Labour shall be asked to appoint said arbitrator. This appointment shall be accepted by both parties.
- (3) The arbitrator has all of the powers granted to arbitrators under the Canada Labour Code Part II in addition to any powers which are contained in this Agreement.
- (4) The arbitrator shall hear and determine the difference or allegation and shall issue a written decision and the decision is final and binding upon the parties and upon any employee affected by it.
- (5) The award of the arbitrator shall be signed by him and copies thereof shall be transmitted to the parties to the dispute within three (3) months of the hearing.
- (6) The arbitrator shall not have the authority to alter or amend any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or to render any decision contrary to the terms and provisions of this Agreement, or to increase or decrease wages.
- (7) The Employer and the Alliance shall each pay one-half (1/2) of the remuneration and expenses of the arbitrator and each party shall bear its own expenses of every such arbitration.
- (8) 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 receipt of the decision or the date provided in the decision for compliance, whichever is later, make an application to the Supreme Court of the Northwest Territories to enforce the terms of the decision.
- 33.14** An Employer grievance shall be submitted to the Union directly to the President of the Union and shall be referable to arbitration under Clause 33.13.

## **ARTICLE 34**

### **LABOUR/MANAGEMENT COMMITTEE**

- 34.01** A Committee will be formed to consult on matters of Safety and Health, the Employee Assistance Program, and other matters of mutual interest.
- 34.02** The Labour/Management Committee shall be comprised of equal representation of the Union and the Employer, with each party choosing their respective representatives.
- 34.03** The Committee will meet at any time at the request of either party, but in any event will meet at least once every ~~six~~ (6) months.

## **ARTICLE 35**

### **EMPLOYEE ASSISTANCE PROGRAM**

#### **PURPOSE**

- 35.01** (1) To establish and outline the program of the Employer in relation to employees whose use of drugs or alcohol ~~is~~ interfering with satisfactory work performance. Nothing in this program replaces or negates the provisions of policies and laws on intoxication during working hours or the use of drugs or alcohol on work premises.
- (2) The rising incidence of alcoholism and drug abuse is of growing concern among Employers, employees and families. An employee whose substance abuse habits interfere with work performance, attendance and interpersonal work relationships becomes a major concern to the Employer.

#### **PROGRAM**

- 35.02** (1) The Employer recognizes that addiction is a disorder which is preventable and amenable to treatment. The objective of this program is to encourage employees to recognize early symptoms and patterns of addiction and to provide assistance to the process of rehabilitation to the afflicted individual. The benefits and consideration that are extended to employees during an illness shall be made available to those persons, who are addicted, for authorized absence to undergo assessment and approved treatment.
- (2) The decision to undertake treatment is the responsibility of the employee. The decision to seek treatment will not affect job security. In cases where employees refuse to recognize their problem and persist in substandard work performance and poor attendance, disciplinary action will be taken and may result in dismissal.

#### **RESPONSIBILITIES**

- 35.03** (1) Diagnosis and referral for treatment must be made by a duly qualified medical and/or addictions practitioner.

- (2) The decision to accept or reject available counselling and treatment is the responsibility of the employee.
- (3) The Employer will provide support to an employee, who is addicted and has accepted treatment.

#### ARTICLE 36

##### VACANCIES, JOB POSTING, PROMOTIONS, AND TRANSFERS

- 36.01** A vacancy for a position expected to be of more than six (6) months duration or a newly-created position shall be posted on the Union notice Board. The Jobposting shall state the job classification, rate of pay, shift, and required qualifications of the job. An employee who wishes to apply for a position so posted shall do so on or before the closing date as advertised on the posting.
- 36.02** Where two (2) or more employees apply for a position, which for them is a promotion, and are equally qualified based on formal qualification, and ability to perform the normal requirements of the job, the employee with the most seniority shall be appointed.
- 36.03** Employees promoted to a position shall serve a probationary period of three (3) months at the end of which they shall be confirmed in the position. Should the Employer determine that the employee is unsuited for the position during said probation, the employee will be reverted to his former position or the employee may notify the Employer of his desire to revert to his former position during the probationary period. In either case, the employee will be placed in his former position within a reasonable period of time.
- 36.04** 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.
- 36.05** No employee shall be transferred to another position within the bargaining unit without his consent.
- 36.06** New employees shall not be hired when there are employees on lay-off who are qualified and willing to perform the job.

#### ARTICLE 37

##### HEALTH AND WELFARE - CEBA

- 37.01** Employees as a condition of employment shall participate in the benefits set out herein and covered by the Community Employees Benefit Act, provided they are eligible for such coverage. The provisions of said Act in regard to the eligibility of employees, the benefit coverage provided for employees and the cost of premiums for such coverage shall govern.
- 37.02** The Employer and the employees shall share the cost of the premiums established for the various plans in accordance with the provisions of said Act.

**37.03** Those **benefits**, which are included in the Community *Employees Benefit Act* and covered by this Agreement are as follows:

- (a) Life Insurance
- (b) Accidental Death and Dismemberment Insurance
- (c) Dependant **Life** Insurance
- (d) Long-term Disability Insurance
- (e) Short-term Disability Insurance
- (9) Pension

## **ARTICLE 38**

### **TRADES**

#### **APPLICATION**

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

**38.02** (1) The Employer shall provide such safety equipment as required by the *N.W.T. Occupational Health and Safety Act*.

(2) The Employer shall provide a maximum of one hundred and fifty dollars (\$150.00) per year for the purchase of safety boots upon the production of a receipt for the purchase of same.

(3) The Employer shall supply one (1) pair of Insulated winter coveralls and one (1) pair of summer coveralls to each employee each year at no cost to the employee.

(4) The Employer shall provide one (1) pair of summer leather gloves and one (1) pair of winter insulated gloves to each employee each year at no cost to the employees.

#### **ADVERSE WEATHER CONDITIONS**

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

**38.04** Trade employees including Apprentices shall as a condition of **their** employment provide a tool kit appropriate to their trade to be used in the **service** of the Employer. The Employer shall **have** the **right** to inspect said tool kit to ensure that it **is** complete and to determine the **condition** of the tools. **Worn** or broken **tools** found to be part of the tool kit will be replaced by the employee. Upon approval of the tool kit the Employer shall:

- (a) 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, at no cost to the employee;
- (b) When a tool is lost or stolen it shall be replaced by the employee **except** that the Employer shall assist employees in the purchase of such tools by **purchasing** them in the Employer's name **and** selling them to the employee at the Employer's cost price;
- (c) **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.

**ARTICLE 39**

**APPRENTICES**

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

- (a) The Apprentices *and* Tradesman *Act* and pursuant regulations shall apply to all apprentices. A copy of the applicable regulations shall be supplied to the apprentice upon appointment;
- (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 following expenses of the apprentice while attending trade courses:
  - (i) One hundred percent (100%) of current wages;
  - (ii) A top up to one hundred percent (100%) of accommodations, after applying funding available to the apprentice from all other sources for the purpose of accommodations. Where the Employer contributes to accommodation, it will be entitled to make the necessary arrangements;

- (f) Apprentices shall be entitled to ~~the~~ benefits and terms and conditions of employment of this Collective Agreement while working and while on course;
- (g) Upon successful completion of an Apprenticeship program, an employee may be placed in a journeyman position should ~~one~~ be available. In the event that his employment is continued, time spent as an apprentice shall count towards continuous employment:
- (h) Where an apprentice fails ~~after~~ three (3) 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. However in the ~~event~~ that there is a vacant position which ~~the~~ Employer requires to be filled and ~~the~~ employee has the qualifications for said position he shall be ~~considered~~ for such position.

#### **ARTICLE 40**

##### **HOUSING ALLOWANCE**

- 40.01** A full-time employee, who ~~lives~~ in a privately owned dwelling or a public dwelling being rented at the economic rate, i.e. ~~without~~ subsidization, shall receive a housing allowance of four hundred and ~~fifty~~ dollars (\$450.00) per month.
- 40.02** An employee, who is eligible for housing allowance, shall receive a household allowance of two hundred dollars (\$200.00) per month.

#### **ARTICLE 41**

##### **SETTLEMENT ALLOWANCE**

- 41.01** Settlement allowance will be paid to every employee in accordance with the schedule printed by ~~GNWT~~.
- 41.02** Settlement allowance will be paid to full-time and part-time employees at an hourly rate calculated ~~by dividing~~ the annual amount of settlement allowance by 1,956 hours for office employees and by 2,087 hours for maintenance employees. The resulting hourly amount of settlement allowance shall be paid to employees for all regular straight-time hours worked. Such allowance shall ~~be~~ paid on the employees regular pay cheque.
- 41.03** The amount ~~of~~ settlement allowance shall be clearly identified on the employees pay ~~stub~~.

## ARTICLE 42

### RE-OPENER OF AGREEMENT AND MUTUAL DISCUSSIONS

#### RE-OPENER OF AGREEMENT

42.01 This Agreement may be amended by mutual consent.

#### MUTUAL DISCUSSIONS

42.02 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 43

### DURATION AND RENEWAL

43.01 The term of this Agreement shall be from April 1, 1997 to March 31, 1998.

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

43.02 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.

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

## ARTICLE 44

### TECHNOLOGICAL CHANGE

- 44.01
- (1) Both parties recognize the overall advantages of technological change. Both parties will therefore encourage and promote technological change and improvements.
  - (2) With this in view, and recognizing the extensive leadtime required for the selection, installation and providing of sophisticated equipment, the Employer agrees to provide as much advance 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.
  - (3) In cases where employees may require retraining the Employer will offer training courses at no expense to employees.



## ARTICLE 45

### PAY FOR TRAVEL ON BEHALF OF EMPLOYER

- 45.01** (1) Where an employee is required to travel on behalf of the Employer, he shall be paid:
- (a) When the travel occurs on a regular workday, as though he were at work for all hours travelled;
  - (b) When the travel occurs on a day of *rest* or designated *paid holiday*, at the appropriate overtime rates for all hours travelled.
- (2) For the purpose of this article, hours travelled includes a one (1) **hour** check-in period at airports, bus depots, or train stations, as well as a one (1) hour check-out period at each **overnight** stopover and at the final destination. Hours 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, the employee shall receive cash payment at time and one-half (1 ½) his/her rate of pay or be granted the **equivalent** leave with pay.
- (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.
- 45.02** Employees travelling on behalf of the Employer shall **be** reimbursed for reasonable **expenses** incurred, The **Labour/Management** shall determine in each individual case what the reasonable expenses are, prior to the employees departure.
- 45.03** **If** the decision of the Committee is not satisfactory to the employee, **he/she** will not be required to **travel**, and the employee will not be reprimanded or discriminated against in any way if they choose not to go.

## ARTICLE 46

### SEVERANCE PAY

#### LAYOFF

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

## **DEATH**

**46.02** 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.

## **RETIREMENT AND TERMINATION FOR HEALTH REASONS**

- 46.03** (1) This clause shall apply to an employee:
- (a) Who retires; or
  - (b) Whose employment is terminated as a result of a recommendation made to the Employer that the employee was incapable of performing his/her duties because of chronically poor health; and
- (2) When employment terminates for either of the reasons stated in (a) above, the employee shall be paid severance pay equal to the product obtained by multiplying his/her weekly rate of pay on termination of employment by the number of completed years of his/her continuous employment to a maximum of thirty (30), less any period of continuous employment in respect of which severance pay was previously granted.
- (3) When employment terminates for either of the reasons stated in (a), the employee shall have the right to waive his/her entitlement to severance pay and, in lieu thereof, be granted an equivalent period of leave with pay.

## **ARTICLE 47**

### **STATEMENT OF DUTIES**

**47.01** 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.

Upon written request, an employee shall be entitled to a complete current statement of duties and responsibilities.

## **ARTICLE 48**

### **NO CONTRACTING OUT**

**48.01** There shall be no contracting out of any work by the Employer if it would result in the layoff, continuance of a layoff or the reduction of hours of an employee.

ARTICLE 49

ULTIMATE REMOVAL ASSISTANCE

49.01 Employees for the Employer shall be entitled to ultimate removal assistance, to their point of hire, and rates of assistance will depend on their length of service as follows:

<u>Length of Service</u>	<u>Entitlement</u>
less than 2 years	none
2 years but less than 3	50% of approved costs or 2000lbs
3 years but less than 4	75% of approved costs
over 4 years	100% of approved costs

ARTICLE 50

CIVIL LIABILITY

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

- (a) The employee, upon being served with any legal process, or upon receipt of any action or proceeding as herein before referred to, being commenced against him must advise the Manager of any such notification or legal process;
- (b) The Employer shall pay any damages or costs awarded against any such employee in any such action or proceedings and all legal fees;
- (c) The Employer shall pay any sum required to be paid by such employee in connection with the settlement of any claim made against such employee provided the conduct of the employee which gave rise to the action did not constitute a wilful breach or negligence of his duty as an employee;
- (d) Upon the employee notifying the Employer in accordance with paragraph (a) above, the Employer shall appoint counsel;
- (e) Nothing in this section will interfere with the right of the Employer to defend itself or the employee.

ARTICLE 51

SUSPENSION AND DISCIPLINE

51.01 The Employer shall have the right to suspend with or without pay and/or discharge an employee for just and sufficient cause. Prior to suspending or discharging an employee, the Employer shall

~~examine several~~ factors such as the seriousness of the offence, the employees length of ~~service~~, and other relevant mitigating factors.

- 51.02** When employees are to be suspended from duty, the Employer shall notify the employee in ~~writing~~ of the reasons for such suspension within ~~twenty four (24)~~ hours of the suspension in ~~sufficient~~ detail that the employee may defend himself/herself against it.
- 51.03** The Employers shall notify the local representative of the Union that such suspension has occurred or is to occur.
- 51.04** When employees are required to attend a meeting where a ~~disciplinary decision~~ concerning them is to be taken by the Employer, or a representative of the Employer, the employees are ~~entitled~~ to have, at their request, a representative of the Union attend the meeting.

## **ARTICLE 52**

### **PROMOTIONAL OPPORTUNITIES**

- 52.01** A probationary employee shall be ~~eligible~~ to participate in job competitions in the same manner as ~~non-probationary~~ employees, within the Employer.

## **ARTICLE 53**

### **TOOLS**

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

## **ARTICLE 54**

### **EDUCATION AND TRAINING**

- 54.01** The ~~Labour/Management~~ Committee will develop training options for programs and funding for all employees to be implemented as funds are ~~available~~.
- 54.02** Employees will be ~~eligible~~ for employment related ~~courses~~, and leave with pay to take the course, upon the employee's request and with Employer's approval and funding availability.

- 54.03** Where the employee requests to enrol in personal development courses, the Employer will reimburse the employee for the costs of such courses upon the employee's successful completion of the courses.
- 54.04** (1) Educational leave with full financial assistance may be granted to permanent employees to attend courses relevant to their job requirements, to a maximum of five (5) days per year, upon written application by the employee to the Manager, if the Manager so recommends.
- (2) In the event that a longer period of leave is deemed desirable by the Manager, additional leave may be granted at the discretion of the Board with full or partial financial assistance.
- (3) Any employee that receives such leave with full or partial assistance granted takes that leave with the understanding that upon conclusion of his/her leave, he/she will continue employment with the Employer for at least six (6) months, or he/she will reimburse the Employer for the full amount of any financial assistance and for wages he/she received while on such leave.
- (4) The Employer will make every reasonable effort to accommodate educational leave requests.
- (5) All leave taken under this Article shall be charged to special leave.

#### ARTICLE 55

#### ANSI OF THE AGREEMENT

- 55.01** The Employer shall provide a translated version of the Collective Agreement upon request. In the event of any dispute concerning a proper interpretation of any provision of this Agreement the English version shall govern.

#### ARTICLE 56

#### BILINGUAL BONUS

- 56.01** Employees, who are not assigned duties of translation and interpretation in their job descriptions, and who are required by the Employer to use two or more of the official languages or official aboriginal languages of the Northwest Territories shall receive a bilingual bonus of \$1,200.00 per annum.

#### ARTICLE 57

#### CREI FOR PREVIOUS EXPERIENCE

- 57.01** Wage rates for rehired employees shall be established as follows:
- (a) For an employee who has been employed with the Employer for one (1) year, one hundred percent (100%) credit.
- 57.02** The Employer may grant a greater amount of credit for previous experience than specified in 57.01 above.

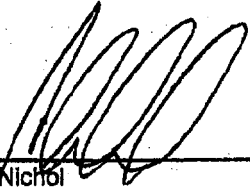
**ARTICLE 58**

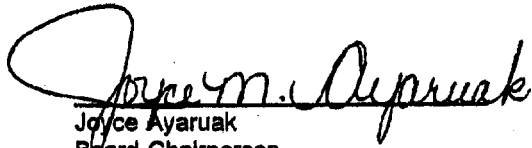
**UNION REPRESENTATION**

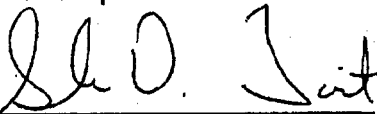
**58.01** The Employer agrees to allow a Union representative to make formal presentations to the Board when the Union has requested, and the Manager has agreed (at least two (2) days prior to the Board meeting) to add the Union to the meeting agenda.

Signed this 15th day of July, 1997.

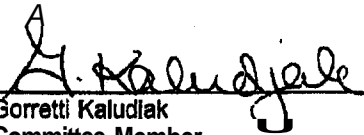
On behalf of Rankin Inlet Housing Association


  
\_\_\_\_\_  
Darrin Nichol  
Manager


  
\_\_\_\_\_  
Joyce Ayaruak  
Board Chairperson

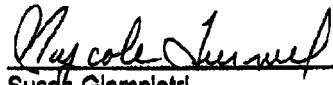
  
\_\_\_\_\_  
Glenn Tait  
Negotiator

On behalf of the Public Service Alliance of Canada

  
\_\_\_\_\_  
Gorretti Kaludlak  
Committee Member

  
\_\_\_\_\_  
Bobby Oolooyuk  
Committee Member

  
\_\_\_\_\_  
Bob Robertson  
Negotiator, UNW

  
\_\_\_\_\_  
Susan Glampetri  
Regional Executive Vice-president, PSAC

## APPENDIX "A"

### RATES AND PAY AND PAY PROVISIONS

#### QUALIFICATIONS OR REQUIREMENTS

<u>Classification</u>	<u>Qualification</u>
Tenant Relations Officer II	Grade 12, and three years work related experience.
Tenant Relations Officer I	Less than Grade 12 and less than the required experience for the II Level.
Typist II	Completion of a recognized course in Secretarial Arts with two years experience and the ability to type a minimum of forty (40) words per minute.
Typist I	A minimum of Grade 10 with a typing course.

Note: The Percent (100% or 80%) represents the differential between classification levels in the same classification series.

#### QUALIFICATIONS FOR MAINTENANCE EMPLOYEES

##### HOUSING MAINTENANCE FOREMAN

Foremen who possess a valid Housing Maintenance Serviceman Journeyman Trades Certificate will be paid in accordance with the rates provided in Schedule II. Foremen, who are apprenticing in the Housing Maintenance Serviceman Trade shall be paid as follows:

- Year 1 60% of level 3
- Year 2 70% of level 3
- Year 3 80% of level 3

Foremen who possess a valid Journeyman Trades Certificate, in a trade other than the Housing Maintenance Serviceman trade, will receive over and above their designated trade, an additional \$500.00 per year for each full-time employee he supervises. This will be converted to an hourly rate and will be either increase or decreased depending on the number of supervised staff working during a pay period.

##### HOUSING MAINTENANCE SERVICEMAN, PAINTER, OIL BURNER MECHANIC, CARPENTER, PLUMBER, ELECTRICIAN

Employees who have a journeyman trades certificate applicable to their classification shall be paid in accordance with the rates provided in schedule II pay step three (3).

Employees not possessing a trade certificate applicable to their classification, but deemed by the Employer to have attained a level of proficiency, by virtue of experience shall be paid at step one (1) or two (2) as determined by the Employer.

Apprentices shall be paid the appropriate percentage provided in Article 39 of this Agreement, of step three (3) of their applicable trade as provided in Schedule II.

##### LABOURER

The Labourer rate shall be sixty (60) percent of step three (3) of the rate applied to the Housing Maintenance Serviceman Classification.



### PERFORMANCE INCREMENTS FOR OFFICE EMPLOYEES

An employee holding a position ~~for~~ which there is a minimum and ~~maximum~~ rate of pay may be granted increases in pay until he reaches the ~~maximum~~ for the position. Such pay increases are dependent on satisfactory performance of the duties of the position by the employee and shall not be granted to the employee ~~until~~ the Employer certifies that the employee is so ~~performing~~ the ~~duties of his position~~.

For the purpose of such pay increases, the performance of the employee must be ~~reviewed~~ annually.

Pay increments which are recommended by the Employer shall be granted on the ~~anniversary~~ date of each year.

Employees will be entitled to only one ~~performance~~ increment annually.

~~Where~~ the Employer intends to recommend ~~to withhold~~ a pay increment ~~from~~ an employee, he shall, at least ~~two~~ (2) weeks and not more than ~~six~~ (6) weeks before the due date ~~for~~ the pay increment to the employee, ~~give~~ the employee notice in writing of his intention to do so. If ~~such~~ notice of denial is not ~~given~~, the pay increment shall be implemented on the due date.

**OFFICE EMPLOYEES  
Hourly Rates (dollars)**

	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
<b>Tenant Relations Officer II</b>	<b>19.89</b>	<b>20.46</b>	<b>21.08</b>	<b>21.70</b>	<b>22.37</b>	<b>23.09</b>
<b>Tenant Relations Officer I</b>	<b>15.92</b>	<b>16.35</b>	<b>16.86</b>	<b>17.36</b>	<b>17.89</b>	<b>18.45</b>
<b>Clerk Typist II</b>	<b>16.21</b>	<b>16.63</b>	<b>17.10</b>	<b>17.55</b>	<b>18.09</b>	<b>18.61</b>
<b>Clerk Typist I</b>	<b>12.70</b>	<b>13.05</b>	<b>13.41</b>	<b>13.76</b>	<b>14.18</b>	<b>14.59</b>
<b>Maintenance Clerk</b>	<b>18.87</b>	<b>19.42</b>	<b>19.99</b>	<b>20.56</b>	<b>21.16</b>	<b>21.78</b>

**MAINTENANCE EMPLOYEES  
Hourly Rates (dollars)**

	<b>1</b>	<b>2</b>	<b>3</b>
<b>Housing Maintenance Foreman</b>	<b>24.29</b>	<b>25.11</b>	<b>25.96</b>
<b>Housing Maintenance Serviceman</b>	<b>22.29</b>	<b>22.99</b>	<b>23.50</b>
<b>Painter</b>	<b>22.76</b>	<b>23.50</b>	<b>24.29</b>
<b>Oil Burner Mechanic/ Warehouseman</b>	<b>24.29</b>	<b>25.11</b>	<b>25.96</b>
<b>Carpenter</b>	<b>25.11</b>	<b>25.96</b>	<b>27.37</b>
<b>Plumber, Electrician</b>	<b>25.75</b>	<b>26.65</b>	<b>27.58</b>
<b>Labour</b>	<b>14.10</b>		

LETTER OF UNDERSTANDING

IMPLEMENTATION OF HOURS REDUCTION

Effective April 1, 1997 the hours of work for Maintenance employees shall be reduced from eight (8) hours per day to seven and one-half (7½) hours per day.

Any necessary recoveries by the Employer as a result of this Implementation shall occur by way of deduction from salary over the remainder of the 1997/98 fiscal year.

Signed this 15th day of July, 1997

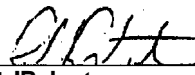
  
\_\_\_\_\_  
Darrin Nield  
Manager

  
\_\_\_\_\_  
Gorretti Kaludjak  
Committee Member

  
\_\_\_\_\_  
Joyce Ayaruak  
Board Chairperson

  
\_\_\_\_\_  
Bobby Oolooyuk  
Committee Member

  
\_\_\_\_\_  
Glenn Tait  
Negotiator

  
\_\_\_\_\_  
Bob Robertson  
Negotiator

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