

COLLECTIVE AGREEMENT

BETWEEN

**THE FORT SIMPSON HOUSING
AUTHORITY**

AND

THE PUBLIC SERVICE ALLIANCE OF CANADA

AS REPRESENTED BY ITS AGENT

**THE UNION OF NORTHERN WORKERS
SUITE 200, 5112-52ND STREET
YELLOWKNIFE, NT
X1A 1T6**

FROM: October 11, 1994

TO: October 10, 1996

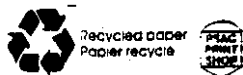


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ARTICLE 1

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 Housing Authority will be well and efficiently served. Accordingly, the parties are determined to establish, within the framework provided by law, an effective working relationship at all levels in which members of the Bargaining Unit are employed.

ARTICLE 2

INTERPRETATION AND DEFINITIONS

2.01 For the purpose of this Agreement:

- (a) "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 the regular remuneration payable for the performance of the duties of his position.
- (d) "Anniversary Date" means the anniversary date of actual date of hire.
- (e) "Bargaining Unit" means all employees of the Fort Simpson Housing Authority except the Housing Manager.
- (f) "Casual Employee" means a person employed by the Employer for work of a temporary nature not to exceed three (3) months.

- (g) A "common-law spouse" relationship is said to exist when, for a continuous period of at least one year, an employee has lived with a person, publicly represented that person to be their spouse, and lives and intends to continue to live with that spouse as if that person were their spouse.
- (h) "Compensatory Leave" means the equivalent leave with pay taken in lieu of cash payment.
- (l)
 - (i) "Continuous Employment" and "Continuous Service" means uninterrupted employment with the Employer; and
 - (ii) with reference to re-appointment of a lay-off his employment in the position held by him at the time he was laid off, and his employment in the position to which he is appointed shall constitute continuous employment;
 - (iii) where an employee other than a casual ceases to be employed for a reason other than dismissal.

abandonment of position or rejection on probation, and is re-employed within a period of one month, his periods of employment for purposes of sick leave, vacation leave and vacation travel benefits shall be considered as continuous employment.

- (j) "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.
- (k) "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.
- (l) "Dependant" means a person who is:
 - (i) that employee's spouse (including common-law),
 - (ii) child, including step-child 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 dependent upon him/her by reason of full-time attendance at an educational institution; or
- (c) who is wholly dependent upon him/her for support by reason of mental or physical infirmity.

(m) "Division" refer to either Maintenance Section or Administration Section of Housing Authority.

(n) "Employee" means a member of the bargaining unit.

(o) "Employer" means the Fort Simpson Housing Authority Board of Directors or Manager.

(p) "Fiscal Year" means the period of time from April 1, in one year to March 31, in the following year.

(q) "Grievance" means a complaint in writing that an

employee, group of employees, or the Union submits to management, to be processed through the grievance procedure.

- (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 or because of the discontinuance of a function who is suitable for continued employment with the Housing Authority.
- (t) "Leave of Absence" means absence from duty with the Employer's permission.
- (u) "Manager" means the Housing Manager.
- (v) "Membership Fees" means the fees established pursuant to the By-Laws of the Union as the fees payable by the members of the Bargaining Unit, and shall not include any initiation fee, insurance premium, or any other levy.
- (w) "Overtime" means work performed by an employee in excess of or outside of his regularly scheduled hours of work.

(x) "Probation" means a period of six (6) months from the day upon which an employee is first appointed or a period of six (6) months after an employee has been transferred or promoted from within. If an employee does not successfully complete his probationary period on transfer or promotion the Employer shall appoint him to a position comparable to the one from which he was transferred or promoted.

(y) "Promotion" means the appointment of an employee to a new position, the maximum rate of pay of which exceeds that of his former position by at least:

(i) the minimum increment in the new position; or

(ii) four (4) percent of the maximum rate of pay of the former position where the new position has only one rate of pay.

(z) "Rates of Pay"

(i) "weekly rate of pay" means an employee's annual salary divided by 52.176;

- (ii) "daily rate of pay" means an employee's weekly rate of pay divided by **five (5)**;
- (iii) "hourly rate of pay" means an employee's daily rate of pay divided by his regularly scheduled daily hours of work, or where an employee is paid by the hour, the rate of pay established by the Employer for his part-time employment.
- (iv) "bi-weekly rate of pay" means an employee's annual salary divided by **26.088**.
- (aa) "Representative" means an employee who has been elected or appointed as a steward or who represents the Union at meetings with management and who is authorized to represent the Union.
- (bb) "Seniority" means length of continuous service with the Employer.
- (cc) "Transfer" means the appointment of an employee to another position, that does

not constitute a promotion or demotion.

(dd) "Week" for the purposes of this Agreement shall be deemed to commence at 12:01 A.M. on Monday and terminate at midnight on Sunday.

(ee) "Union" means the Public Service Alliance of Canada as represented by its agent the Union of Northern Workers.

2.02 Except as otherwise provided in this Agreement, expressions used in this Agreement, if defined in the Interpretation Act, but not defined elsewhere in this agreement have the same meaning as given to them in the interpretation Act.

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

2.04 "May" shall be regarded as permissive and "Shall" and "Will" as imperative.

ARTICLE 3

RECOGNITION

- 3.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees in the bargaining unit in accordance with the certificate issued by the Canada Labour Relations Board on July 4, 1994.
- 3.02 The Employer agrees to inform prospective employees prior to their initial employment that the Fort Simpson Housing Authority is a Union shop.

Discrimination

- 3.03 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 origin, political or religious affiliation, nor by reason of union membership or activity.
- 3.04 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.

- 3.05 Notwithstanding Clause 3.03, it is recognized that an Affirmative Action program may be implemented by the Employer as recognized in the Canadian Constitution.

ARTICLE 4

APPLICATION

- 4.01 The provisions of this Agreement apply to the Union, the employees, and the Employer.
- 4.02 All employees shall be entitled to all benefits provided under this Agreement except where stated elsewhere In this Agreement.
- 4.03 The Union and the Employer shall share equally in all costs associated with the printing and distribution of the Collective Agreement. The Union will facilitate said printing and distribution.

ARTICLE 5

FUTURE LEGISLATION

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

Conflict of Provisions

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

ARTICLE 6 .

STRIKES AND LOCKOUTS

- 6.01** During the life of the Agreement there shall be no lockout by the Employer and no interruption or impeding of work, work stoppage, strike, sit-down, slowdown, or any other interference with production by any Employee or employees.

ARTICLE 7

MANAGERIAL RESPONSIBILITIES

- 7.01** Managerial responsibilities or decisions will be carried out or made in a manner that is just, reasonable and nondiscriminatory.
- 7.02** Except to the extent provided in this agreement this agreement in no way restricts the Employer in the management and direction of the Fort Simpson Housing Authority.

ARTICLE 8
EMPLOYER DIRECTIVES

- 8.01 The Employer shall provide the Union with a copy of all personnel directives. Where the Employer proposes to issue a personnel directive which is intended to clarify the Interpretation or application of the Collective Agreement, the Employer shall consult with the Union prior to Issuing the directives.

ARTICLE 9
UNION ACCESS TO EMPLOYER PREMISES

- 9.01 Upon reasonable notice the Employer will permit access to its work premises of an accredited representative of the Union.

ARTICLE 10
APPOINTMENT OF REPRESENTATIVES

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

within a reasonable period.

ARTICLE 11

TIME-OFF FOR UNION BUSINESS

Arbitration Hearings
(Disputes)

- 11.01 (a) Where operational requirements permit, the Employer will grant leave with pay to a reasonable number of employees representing the Union before an Arbitration hearing;

Employee called as a Witness

- (b) The Employer will grant leave with pay to an employee called as a witness before an Arbitration hearing and where operational requirements permit, leave with pay to an employee called as a witness by the Union.

Arbitration Hearing
(Grievance)

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

Employee who acts as a Representative

- (b) Where operational requirements permit, the Employer will grant leave with pay to the representative of an employee who is a party to the grievance.

Employee called as a Witness

- (c) Where operational requirements permit, the Employer will grant leave with pay to a witness called by an employee who is a party to the grievance.

CONTRACT NEGOTIATIONS MEETINGS

- 11.03 Upon reasonable notification, the Employer will grant leave with pay for two (2) employees for the purpose of attending contract negotiations on behalf of the Union for the duration of such negotiations.

MEETINGS BETWEEN EMPLOYEE ORGANIZATIONS AND MANAGEMENT

- 11.04 Upon reasonable notification, the Employer will grant time-off with pay *to* a reasonable number of employees who are meeting with management on behalf of the Union.

EMPLOYEE ORGANIZATION, EXECUTIVE COUNCIL MEETINGS, CONGRESS AND CONVENTIONS

- 11.05 Subject to operational requirements and upon reasonable notification, the Employer will grant reasonable leave without pay *to* a reasonable number of employees to attend Executive Council meetings and conventions of the Union, the Alliance, the Canadian Labour Congress and the N.W.T. Federation of Labour.

REPRESENTATIVE TRAINING COURSE

- 11.06 Subject to operational requirements and upon reasonable notification, the Employer will grant reasonable leave without pay *to* employees who exercise the authority of a Representative on behalf of the Union to undertake training related to the duties of a Representative.

TIME OFF FOR REPRESENTATIVES

- 11.07 (a) A Representative shall obtain the permission of his/her immediate supervisor before leaving his/her work to investigate a grievance, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld.
- (b) The Representative shall report back to his/her supervisor before resuming his/her normal duties.
- (c) Where an employee and his/her Representative are involved in the process of a grievance, after a grievance has been filed, he/she shall be granted time off with **pay**.
- 11.08 Subject to operational requirements the Employer will grant leave without pay for two (2) employees:
- (a) to participate as delegates to constitutional conferences or other similar forums mandated by territorial legislation: and

- (b) to present briefs to commissions, boards and **hearings** that are mandated by territorial **legislation** or the Federal Government and whose area of interest is of concern to organized labour.

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 Union shall inform the Employer in writing of the authorized deduction to be checked off for each employee within the Bargaining Unit.
- 12.03** For the purpose of applying Clause **12.01**, deductions from pay for each employee will occur on a **bi-weekly** basis and will apply to the extent that earnings are available. Where an employee does not have sufficient earnings in respect of any **bi-weekly period** to permit deduction, the Employer shall not be obligated

to make such deductions from subsequent salary.

- 12.04 From the date of signing and for the duration of this Agreement no employee organization, other than the Union, shall be permitted to have membership fees deducted by the Employer from the pay of the employees in the Bargaining Unit.
- 12.05 The amounts deducted in accordance with Clause 12.01 shall be remitted to the Comptroller of the Alliance by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on his behalf.
- 12.06 The Employer may make deductions for other purposes upon the request of the employee.
- 12.07 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this article except for any claim or liability arising out of an error committed by the Employer.
- 12.08 The Employer agrees to identify annually on

each employee's T-4 slip the total amount of Membership Fees deducted for the preceding year.

- 12.09 The Employer may make deductions from an employees pay cheque where the Employee is indebted to the Employer and the Employee has acknowledged the debt.

ARTICLE 13

INFORMATION

- 13.01 The Employer agrees to provide the Union on a monthly basis, with information concerning the identification of each member in the Bargaining Unit. This information shall include the name, location, job classification and social insurance number of all employees in the Bargaining Unit.

The Employer shall Indicate which employees have been hired or transferred and those employees whose employment has been terminated during the period reported.

- 13.02 The Employer shall provide each employee with

a copy of this **Collective** Agreement.

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

ARTICLE 14

SENIORITY

- 14.01 Seniority is defined as the length of continuous service with the Employer, and shall be applied on a classification, division or bargaining unit wide basis.
- 14.02 A newly hired employee shall be on probation for a period of six (6) months. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement. During a probationary period an Employee may be rejected on the basis of unsuitability.

- 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.

ARTICLE 15

PROVISION OF BULLETIN BOARD SPACE AND OTHER FACILITIES

- 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 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.
- 15.03 The Employer will process any mail originating from the Union addressed to all employees in accordance with the Employer's normal internal mail distribution system.

15.04 A representative of the Union shall have the right to give each new employee an orientation of up to ~~fifteen~~ (15) minutes and the representative of the Union shall be given leave with pay for such purposes.

ARTICLE 16

DESIGNATED PAID HOLIDAYS

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

- (I) New Year's Day;
- (II) Good Friday;
- (III) Easter Monday;
- (IV) Victoria Day;
- (V) Canada Day;
- (vi) Civic Holiday, The first Monday In August;

- (vii) Labour Day;
- (viii) Thanksgiving Day;
- (ix) Remembrance Day;
- (x) Christmas Day;
- (xi) Boxing Day.

(b) A paid holiday, as declared, shall also be granted to all employees on any special day proclaimed by the Government of Canada, the Commissioner or Minister of the NWT, or Mayor of **Fort Simpson**.

16.02 Clause 16.01 does not apply to an employee who is absent without cause on either the working day immediately preceding and the working day following the Designated Paid Holiday, except with the approval of the Employer.

Holiday Falling on a Day of Rest

16.03 When a day designated as a holiday under Clause 16.01 coincides with an employee's day of rest, the holiday shall be moved to the

employee's first working day following his day of rest, unless the Employer and employees mutually decide on a different date.

16.04 When a day designated as a holiday for an employee is moved to another day under the provisions of Clause 16.03:

- (a) work performed by an employee on the day from which the holiday was moved shall be considered as work performed on a day of rest and
- (b) work performed by an employee on the day to which the holiday was moved, shall be considered as work performed on a holiday.

16.05 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:

- (a) one and one-half ($1\frac{1}{2}$) times his hourly rate for the first four (4) hours worked, and

(b) ~~twice (2X) his~~ hourly rate for the hours worked in excess of four (4) hours.

16.06 Subject to Article ~~23.06~~ at the employees option the amounts payable pursuant to Article ~~16.05~~ may be taken either in cash or in compensatory leave to be taken at a later date convenient to both the Employer and the employee.

16.07 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.

ARTICLE 17

LEAVE - GENERAL

17.01 (a) When the employment of an employee who has been granted more ~~vacation~~, sick leave or special leave with pay than he has earned dies the employee shall be considered to have earned that amount of leave with pay granted to him.

(b) When the employment of an employee with more than three **(3)** years of ~~service~~ who has been granted more vacation, sick leave

or special leave with pay than he has earned is laid off, the employee shall be considered to have earned that amount of leave with pay granted to him.

- 17.02 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.
- 17.03 At the end of the fiscal year, an employee's entitlement to vacation leave with pay shall be recorded as actual days and a part day will be recorded as actual hours of entitlement.
- 17.04 When the Employer rejects an employee's application for leave, upon request the detailed reasons for the rejection shall be provided to the employee in writing.
- 17.05 An employee shall provide three (3) weeks advance notice except in extenuating circumstances for leave of five (5) working days or more. An employee's request for any leave that the Employer has not responded to within ten (10) working days from the receipt of the

application shall ~~be~~ considered as granted, unless for extenuating circumstances the Employer was unable to respond within the ten (10) working day ~~time~~ period.

The Employer will respond to leave requests under this Article, in a timely fashion.

- 17.06** An Employee shall provide one day advance notice for each day of annual leave applied for up to four days.

ARTICLE 18

VACATION LEAVE

Accumulation of Vacation Leave

- 18.01** (a) For each month of a fiscal year in which an employee receives ten (10) days pay, he shall earn vacation leave at the following rates:
- (i) one and one quarter (1¼) days each month until the month in which the anniversary of the second (2nd) year of continuous service is completed.

- (ii) one and two-thirds (1 2/3) days each month commencing in the month after completion of two (2) years of continuous service.
- (b) Part-time employees shall receive vacation pay based on length of service as indicated in (1) above on a prorated basis. Casuals are not entitled to vacation leave.

Granting of Vacation Leave

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

(iv) (a) 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

(b) recognize seniority on preference for a vacation period.

(v) to grant the employee his vacation leave when specified by the employee if the period of vacation leave is less than a week, providing that the employee gives the Employer reasonable advance notice.

(b) All requests for vacation leave will be made in writing.

(c) The Employer will respond to leave requests under this Article, in a timely fashion.

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

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

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

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

Recall From Vacation Leave

- 18.05** Except in the case of an emergency, the Employer shall not recall any employee to duty once his vacations have commenced.

18.06 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 rearrangements associated with his vacation:
- (c) In returning to the place from which he was recalled if he immediately resumes vacation upon completing the assignment for which he was recalled;

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

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

Leave When Employment Terminates

18.08 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.
 - (c) upon termination pay the amount owing as specified in (a) above, and shall attach this amount to the employee's regular earnings.
- 18.09** 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 18.08 within a period of six (6) months of the said abandonment if he contacts the Employer.

Vacation Travel Assistance

- 18.10 (a) All employees other than casual employees shall be ~~paid~~ cash equivalent to the economy rate for a return trip to Edmonton from Fort Simpson on the first pay period in the month of June ~~providing~~ they have worked for six continuous months prior to receiving the ~~vacation~~ travel assistance. Vacation travel assistance for part time employees ~~will~~ be prorated.
- (b) In the event that a spouse, dependant child or children of an employee are eligible to receive this benefit from another source the Employer ~~will~~ pay a maximum of fifty percent (50%) of this benefit.

Travel Time

- 18.11 Vacations shall be lengthened by two (2) ~~working~~ days when an employee takes vacation once per year for the purposes of vacation travel. In order to receive this travel ~~time~~, the employee must at least ~~liquidate~~ an equal number of annual leave days.

ARTICLE 19

SPECIAL LEAVE

- 19.01 An employee shall earn special leave credits up to a maximum of twenty-five (25) days at the following rates: This benefit will be prorated for part time employees and casuals will not be eligible for this benefit.
- (a) one-half ($\frac{1}{2}$) day for each calendar month in which he received pay for at least ten (10) days, or
 - (b) one-quarter ($\frac{1}{4}$) day for each calendar month in which he received pay for less than ten (10) days.
- 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, grandchildren, grandparents, 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 for (i) below and one (1) day for (ii) below:

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

(ii) when an employee is to be married.

(b) The Employer may grant an employee **special leave with pay** for a period of up to three (3) consecutive **working** days and may extend this leave to five (5) consecutive working days once all sick leave has been liquidated:

(i) where a member of the immediate family becomes ill (not including childbirth) and the employee is required to care for his dependants or for the sick person:

(ii) where a member of the immediate **family residing** outside of Fort Simpson becomes seriously ill.

(c) The Employer shall grant an employee **special leave with pay** for a period of up to three (3) consecutive working days and may

extend this leave to five (5) consecutive working days in the event of the death of the employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law.

- (d) The Employer may grant an employee special leave with pay for a period of up to five (5) consecutive working days:
 - (i) where special circumstances not directly attributable to the employee prevent his reporting to duty, including:
 - (a) serious household or domestic emergencies;
 - (b) a general transportation tie up caused by weather;
 - (c) a serious community emergency where the employee is required to render assistance
 - (ii) in circumstances which are of general value to the Employer such as where the employee:

- (a) takes an examination which will improve his position or qualifications
- (b) attends his University Convocation, if he has been continuously employed for at least one (1) year.
- (c) attends a course in civil defence training;
- (d) requires a medical examination for enlistment in the Armed Forces or in connection with a veteran's treatment program.
- (e) Such leave will not be unreasonably withheld.

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

the Employer may extend this period to a maximum of three (3) working days.

Advance of Credits

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

Casual Leave

- 19.05** All employees except casual employees may be granted casual time off to a maximum of two hours with pay for the employee to attend to an appointment with a Doctor, Dentist, Lawyer Bank Manager, or School Authority during working hours.
- 19.06** Notwithstanding legislation, employee's will be **allowed** up to one (1) hour of leave if required for the purpose of voting in any Federal, Territorial or Municipal election.

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, Sick leave will be prorated for part time employees and casual employees will not be eligible for sick leave.
- 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 ($\frac{1}{2}$) 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 In circumstances where sick leave would be authorized but the employee has insufficient or no sick leave credits, he may be granted sick leave in advance to a limit of fifteen (15) days which shall be charged against future credits as earned. If the employee dies before authorized unearned sick leave has been liquidated, no recovery shall be made from the employee's estate.
- 20.05 Upon request of the Employer, an employee will provide a note from a qualified medical practitioner certifying illness. This note will only be requested if the period of illness exceeds two (2) working days or after eight (8) casual sick

leave days have been taken.

- 20.06** 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 **hls** sick leave credits for the period of concurrency.

Travel Time

- 20.07** Every employee who is **proceeding** to a medical centre under the provisions of this Article with the approval of the Employer will be **granted** leave of absence with pay which is to 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 Edmonton and return.
- 20.08** Sick leave credits may be used by the employee in the case of the illness of the employee's spouse or child and the presence of the employee is required. See 19.02

ARTICLE 21

OTHER TYPES OF LEAVE

Court Leave

21.01 Leave of absence with pay shall be given to every employee other than employees 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 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**;
 - (iv) 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.

21.02 (a) An employee shall be granted injury-on-duty leave with pay for such reasonable period as may be determined by the employee's medical practitioner **for:**

- (i) a personal injury accidentally received in the performance of his duties and not caused by the employee's wilful misconduct; or
- (ii) sickness excluding stress, resulting from the nature of his employment; or
- (iii) over-exposure to radioactivity or

other hazardous conditions in the course of his employment;

if 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, providing 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.

- (b) The Employer shall make every reasonable **effort** to find alternate employment within its employ for an **employee** who suffers an injury on duty and who as a result becomes unable to carry out his normal work functions.

Maternity Leave

21.03 The Employer shall comply with Part 5, Sections 30 to 39 Pregnancy and Parental Leave

sections of the **Northwest** Territories Labour Standards Act as amended from time to time.

- 21.04 At the request of an employee and subject to operational requirements, leave without pay in one (1) or more periods to a total maximum of one (1) year during an employee's total period of employment may be provided for the care and nurturing of pre-school children.

ARTICLE 22

HOURS OF WORK

- 22.01 Regular hours of work for bargaining unit members shall be from Monday to Friday inclusive as follows:
- (a) Administration staff - 8:30 a.m. to 5:00 p.m. (37.5 hrs/week), exclusive of a one (1) hour meal period,
 - (b) Maintenance staff - 8:00 a.m. to 5:00 p.m. (40 hrs/week), exclusive of a one (1) hour meal period.
 - (c) or as required for part time employees

The above hours of work may be changed with mutual consent of the Employer and Employee(s) affected.

22.02 All employees shall be entitled to rest periods of fifteen (15) minutes duration twice per day commencing at or around the mid-point of the shifts.

22.03 In the event that an employee is unable to take his meal period due to operational requirements, the meal period will be taken at a later time. In the event that an employee is unable to take this meal period at all during the day, he will have the option of leaving work early at the end of the day, or claiming overtime in the amount of time worked due to missing the meal period.

ARTICLE 23

OVERTIME

23.01 In this Article:

(a) "Overtime" means work performed by an

employee in ~~excess~~ or outside of ~~his~~ regularly ~~scheduled~~ hours of work.

(b) "Straight time rate" means the hourly rate of ~~pay~~.

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

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

23.02 An employee who is required to work overtime shall be paid overtime compensation for all overtime worked subject to a minimum payment of one ~~half~~(1/2) hour at the overtime rate.

23.03 Employees shall record starting and finishing times of overtime worked on a form determined by the Employer. Overtime must be previously approved.

23.04 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.

23.05 (a) Subject to Article **23.02** an employee who is requested to work overtime shall be entitled to the appropriate rate described below in **(b)**.

(b) Overtime work shall be compensated as follows:

- (i) at time and one-half ($1\frac{1}{2} X$) for the first four hours of overtime worked, and
- (ii) at double time ($2X$) for all hours of overtime worked after the first four (4) consecutive hours of overtime and double time ($2X$) for all hours worked on a Sunday or holiday.
- (iii) Subject to 23.06, the Employer will grant equivalent leave with pay, at the appropriate overtime rate, to be

taken at a time mutually agreeable to the Employer and the employee.

- 23.06 An Employee shall be granted time off in lieu of cash compensation for overtime or call out time worked. The accumulated overtime for the purposes of lieu time shall not exceed the maximum of forty (40) or thirty seven and one half (37 1/2) hours respectively per division. Any excess overtime shall be paid in cash. Lieu time off shall be taken at a time at a time that is mutually agreed by the employee and 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 the Appendices attached.
- 24.02 (a) Employees shall be paid on every second Thursday.
- (b) Where cheques are distributed to

employees at their place of work, they shall first have been placed in sealed envelopes.

- 24.03** Subject to 23.06, employees who have earned overtime compensation or any other extra allowances in addition to their regular pay, should receive such remuneration in the pay period in which it was earned but in any event shall receive such remuneration on the following **pay** day.

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** (a) When an employee performs the duties of a higher classification level on an acting basis, and when this is previously approved by the **Employer**, he shall be paid acting pay calculated from the date on which he commenced to act as if he had been appointed to that higher classification level for the period in which **he** acts.
- (b) When a day designated as a paid holiday occurs on a day when the employee would

otherwise be performing duties on an acting basis, the holiday shall be considered as a day worked for purposes of acting pay.

Salary Increases

- 24.05** (a) 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.
- (b) The Employer agrees to pay **all** retroactive remuneration for salary increases, overtime, acting pay and allowances not later than two months following the month in which the Agreement is signed.
- (c) Retroactive pay shall be issued on a separate cheque. in the event that retroactive pay is not issued in the time allotted in Clause (b) above, interest at prime rates will also be paid.

ARTICLE 25

REPORTING PAY

- 25.01 (a) If an employee reports to work as scheduled and is advised by the Employer that there is insufficient or no work available he is entitled to two (2) hours pay at the straight time rate.
- (b) If an employee is directed to report for work on a day of rest or on a designated paid holiday, and there is insufficient work available, he shall be entitled to four (4) hours of work at the appropriate overtime rate. When no work is available he shall receive compensation to six (6) hours pay at the appropriate overtime rate.

ARTICLE 26

CALL-BACK PAY

- 26.01 (a) When an employee is recalled to a place of work for a specific duty, he shall be paid the greater of:

(i) **compensation** at the appropriate overtime rate; or

(ii) compensation equivalent to four (4) hours' pay at the straight-time rate.

(b) Subject to **23.06**, compensation for call-back shall be made either in cash or compensatory leave. If compensatory leave is chosen by the employee, it shall be taken at a time mutually agreeable to the Employer and employee.

26.02 When an employee reports to work for which he has been recalled under the conditions described in Clause **26.01** and uses his personal motor vehicle, he shall be reimbursed as decided upon by the Labour Management Committee.

26.03 (a) Except in the case of an emergency employees shall not be required to return to work on a call-back. When employees do return to work on a call-back, payment under this Article shall be made whether or not work is actually available and performed.

- (b) Subject to (a) above no employee shall be disciplined for being unable to return to work on a call-back unless the Employee is designated on standby.

ARTICLE 27

TERM POSITIONS

- 27.01** Except with prior mutual agreement between the Union and the Employer, no term position may extend beyond two years (2) with a one (1) year option to renew on the part of the Employer.

ARTICLE 28

STANDBY

- 28.01** Maintenance employees may be required to rotate on standby between October 15 and March 31.
- 28.02** Employees will bid on the standby schedule and every attempt will be made to equitably

distribute the standby assignments.

- 28.03 Should there be no employees bidding on the standby blocks, the Employer may assign standby.
- 28.04 Each block will be from 17:00 hours on the Thursday to 08:00 hours on the following Thursday with the exception of the standby block over Christmas and New Years.
- 28.05 Compensation will be in the form of the Friday following the standby block being a day off with pay for the employee who just completed his standby block.
- 28.06 The Christmas standby block will result in compensation in the form of two days off with pay immediately following this standby block.
- 28.07 The Labour Management Committee may adjust the standby conditions to adjust schedules to allow for partial blocks at the beginning and end of the standby season and during the Christmas season.

ARTICLE 29

PAY FOR TRAVEL ON BEHALF OF EMPLOYER

- 29.01 (a) Where an employee is required to travel on behalf of the Employer, he shall be paid:
- (i) when the travel occurs on a regular workday, as though he were at work for all hours travelled;
 - (ii) when the travel occurs on a day of rest or designated paid holiday, at the applicable overtime rate for all hours travelled, with a minimum of four (4) hours pay at the straight time rate and a maximum of eight (8) hours at the applicable overtime rate.
- (b) The Employer will make every reasonable effort to restrict travel outside of Fort Simpson that requires absence from home beyond a period which includes two (2) weekends.
- (c) The above entitlements do not apply to an apprentice while travelling to or from Trades

School on a ~~day~~ of rest or ~~designated~~ paid holiday or while in attendance at Trades School.

ARTICLE 30

LAY-OFF AND JOB SECURITY

- 30.01** (a) Lay-offs will be made, when necessary, on the ~~basis~~ of reverse order of seniority within each classification of work.
- (b) in order to ~~minimize~~ the adverse effects of Lay-off, the Employer ~~will~~ provide retraining when practicable.
- (c) A person ceases to be a lay-off if he is not appointed to a position within six (6) months from the date on which he became a lay-off.
- 30.02** Before an employee is laid off
- (a) each such employee ~~shall~~ be given three (3) months notice in writing of the ~~effective~~ date of his lay-off or pay in lieu thereof;
- (b) every employee subject to lay-off shall,

during the ninety (90) days' period of notice, be granted reasonable leave with pay for the purpose of being interviewed and examined by a prospective Employer and to such additional leave with pay as the Employer considers reasonable for the employee to travel to and from the place where his presence is so required.

- 30.03 The Employer shall not dismiss, suspend, lay-off, demote or otherwise discipline an employee on the grounds that garnishment proceedings may be or have been taken with respect to an employee.
- 30.04 The Employer may retrain employees who would otherwise become redundant as a result of Employer planned termination and such retraining shall commence as soon as possible.

Cooling off Period - 1 Working Day

- 30.05 (a) An employee who wilfully terminates his employment as a result of a misunderstanding or argument shall be allowed to return to work and remain employed if he does so within one (1) working day.

- (b) An employee shall not be entitled to the benefit of the cooling off period more than once in each twelve (12) month period.
 - (c) Regular disciplinary action may prevail.
- 30.06** Recall from a lay-off will be made on the basis of seniority within each classification.
- 30.07** (a) The Employer shall give notice of recall personally or by registered mail.
- (b) Where notice of recall is given personally, the Employer shall deliver a letter stating that the employee is recalled. In this instance, notice of recall is deemed to be given when served.
 - (c) Where notice of recall is given by registered mail, notice is deemed to be given seven (7) days from the date of mailing.
- 30.08** The employee shall return to work within ten (10) working days of receipt of notice of recall, unless, on reasonable grounds, he is unable *to* do so.

SEVERANCE PAY

Lay-Off

- 30.09 An employee who has two (2) years or more of continuous employment and who is laid off is entitled to be paid Severance Pay at the time of lay-off in the amount of two (2) weeks pay.
- 30.10 An employee who has four (4) years or more of continuous employment and who is laid off is entitled to be paid Severance Pay at the time of lay off in the amount of four (4) weeks pay.

ARTICLE 31

STATEMENT OF DUTIES

- 31.01 When an employee is first hired 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 current and accurate written statement of duties of the position to which he or she is assigned.
- 31.02 Upon written request, an employee shall be

given a **complete** and current statement of duties and **responsibilities** of his or her position.

ARTICLE 32

EMPLOYEE PERFORMANCE REVIEW AND
EMPLOYEE FILES

- 32.01 (a) When a formal review of an employee's performance is made, the employee concerned shall be given the opportunity to discuss then sign the review form in question to indicate that **its** contents have been read and understood. The employee shall also be **given** the opportunity to **provide** written comments to be attached to his **performance** appraisal and may use the grievance procedure in Article 34 to correct any factual inaccuracies in his performance appraisal.
- (b) The formal review of an employee's performance shall **also** incorporate an opportunity for the employee to state his career development goals and request any training, in-sevice training, re-training, or any facets of career development which may be available.

- 32.02** 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.
- 32.03** 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)** year has elapsed since the disciplinary action was taken provided that no further disciplinary action of a similar nature has been recorded during **this** period.
- 32.04** 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.
- 32.05** (a) The Employer's **representative** who assesses an employee's performance must have observed the employee's performance for at least one-half ($\frac{1}{2}$) of the period for which the employee's performance is evaluated or it shall be completed by the

Manager.

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

ARTICLE 33

CLASSIFICATION

- 33.01** During the term of this Agreement, if a new or revised classification standard is implemented by the Employer, the Employer shall before applying the new or revised classification

standard, negotiate with the Union the rates of pay and the rules affecting the pay of employees for the classifications affected. If the parties fail to reach agreement within ninety (90) days from the date on which the Employer submits the new or revised standard to the Union, the Employer may apply the new rates of pay and the Union may refer the matter to arbitration. The Arbitration will be based on written submissions and there will be no hearing. The arbitrator's decision will be retroactive to the date of application of the new rates.

ARTICLE 34

ADJUSTMENT OF DISPUTES

34.01 The Employer and the Union recognize that grievances may arise in each of the following circumstances:

- (a) by the interpretation or application of
 - (i) a direction or other instrument made or issued by the Employer dealing with terms or conditions of

employment; or

(ii) a **provision** of this Collective Agreement or Arbitral Award: and

(b) disciplinary action resulting in demotion, suspension, or a **financial** penalty;

(c) dismissal; and

(d) letters of **discipline** placed on personnel file which will only **be** advanced as far as the Labour Management Committee in the grievance procedure.

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

34.03 An employee who wishes to present a grievance at any prescribed level in the grievance procedure, shall transmit this grievance to his immediate **supervisor** who shall forthwith:

(a) forward the grievance to **the** representative of the Employer authorized to deal with grievances at the appropriate level; and

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

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

(a) First Level (Housing Manager) or designate

(b) Second Level (Board of Directors) or designate

(c) Final Level (Arbitration)

34.05 The Union shall have the right to consult with the Employer with respect to a grievance at each or any level of the grievance procedure.

34.06 An employee may present a grievance to the first level of the procedure in the manner prescribed in Clause **34.03** not later than twenty-five (25) calendar days after the date on which he is notified orally or in writing or on which he first becomes aware of the action or circumstances giving rise to the grievance.

34.07 The Employer shall reply in writing to an

employee's **grievance** within fourteen (14) calendar days at level 1, and within **thirty** (30) calendar days at Level 2.

34.08 An employee or the Union may present a grievance at each succeeding level in the grievance procedure beyond the first level,

(a) where the decision or settlement is not satisfactory to the **grievor**, within fourteen **(14)** calendar days after that decision or settlement has been conveyed in writing to **him** by the Employer, or:

(b) where the Employer has not conveyed a decision to the **grievor** within the time prescribed in Clause **34.08** within fourteen **(14)** calendar days after the day the reply was due.

34.09 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.

- 34.10** When an employee is dismissed, he shall be given notice in writing, together with the reasons therefore within twenty-four (24) hours. When the Employer dismisses an employee the grievance procedures shall apply except that the grievance may be presented at the Labour Management Committee level.
- 34.11** The Union shall have the right to initiate and present a grievance on any matter as per the method outlined in the grievance procedure.
- 34.12** An employee shall have the right to present a grievance on matters relating to the application or Interpretation of this Agreement provided he first obtains the authorization of the Union prior to presenting such grievance.
- 34.13** An employee may, by written notice to the Housing Manager, withdraw a grievance provided that, where the grievance is one arising out of the application or interpretation of this Agreement his withdrawal has the approval, in writing, of the Union.
- 34.14** The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the employee, and where

appropriate, the **Union Representative**.

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

Arbitration

- 34.16 Should the grievance not be resolved following Level 2 either party may, by written notice to the other party, refer the matter to arbitration.
- 34.17 (a) The parties agree that any arbitration arising out of this agreement shall be made by a single arbitrator to be mutually agreed upon by the parties.
- (b) 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 receives notification of a wish to proceed to arbitration, an Arbitrator will be appointed under the N.W.T. Arbitration Act. This appointment shall be accepted by both parties.
- 34.18 (a) 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.

(b) 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.

(c) The award of the arbitrator shall be signed by him and copies thereof shall be transmitted to the parties *to* the dispute within three months of the hearing.

34.19 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.

34.20 The Employer and the Union shall each pay one-half ($\frac{1}{2}$) of the remuneration and expenses of the arbitrator and each party shall bear its own expenses of every such arbitration.

34.21 Where a party has failed to comply with any of the terms of the decision of the arbitrator, either

party or the **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. Except in the case of a question of law there will be no review of the reasons for the decision.

34.22 In addition to the powers granted to arbitrators under the **Provision of the** Canada Labour Code Part I the Arbitrator may determine that the employee has been dismissed for other than proper cause and he may:

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

- 34.23** The Labour/Management Committee shall have five (5) working days or longer by mutual consent, to attempt to resolve any matter prior to it being referred to arbitration.

ARTICLE 35

NO CONTRACTING OUT

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

ARTICLE 36

LABOUR/MANAGEMENT COMMITTEE

- 36.01** A Labour/Management Committee will be formed to consult on matters of Safety and Health, the employee Assistance Program, and other matters of mutual interest.
- 36.02** The Labour/Management Committee shall be comprised of equal representation of the Union and the Employer, with each party choosing

their respective representatives.

36.03 The **Committee** will meet at any time at the request of either party, but in any event will meet at least once every second month.

36.04 in matters of Safety and Health, the Committee will follow the following provisions:

Right to Refuse Dangerous Work

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

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

(ii) No loss of wages or discriminatory

action ~~shall~~ be taken against any worker by reason of the fact that he exercised the right conferred upon him in this section. No other employee shall be assigned to use or operate any machine, device, material or thing or perform any part of the work which is being investigated pending resolution of the situation.

First Aid/First Aid Training

First Aid

- (b) (i) The Committee should ensure that employees can obtain the assistance of a first aid attendant easily and rapidly in all workplaces.
- (ii) The Committee should provide first aid kits in all establishments, keep the ~~said~~ kits in good condition and make them accessible and available to employees at all times.
- (iii) A list of all first aid attendants and the locations in which they may be found shall be posted in all

establishments as determined by
the Committee.

First Aid Training

- (c) The Employer will encourage employees to take first aid courses and will assume the costs of such courses and also the costs of refresher courses required to maintain the validity of a certificate. Employees taking first aid training shall be granted leave with pay for one half (1/2) the duration of the courses.

Transportation of Injured Workers

- (d) The Employer shall provide, at no expense to the employee, appropriate transportation to the nearest physician or medical facility and from there to his home or place of work depending on the decision of the attending physician, when such services are immediately required for an employee as a result of Injury or serious ailment occurring in the workplace. If the employee receives compensation from any source for expenses incurred on the employee's behalf by the Employer in such a situation, the

Employer may recover that amount from the employee.

Occupational Health Examinations

- (e) (i) Where the Employer requires an employee to undergo an occupational health examination by a qualified practitioner, chosen by the employee, the examination will be conducted at no expense to the employee.
- (ii) An employee shall be granted leave with pay to attend the examination and the Employer shall assume the cost of any travel expenses.
- (iii) All occupational health information, forms and records transmitted or used in connection with these occupational health examinations will be conveyed to the employee involved and maintained in a medical confidential status and retained within the medical community.

- (9) The work environment will be monitored and where a problem is perceived by the Committee it shall be investigated and remedied as appropriate.

The Right to Know

36.05 (a) Hazard Identification

The Employer shall identify in writing in all appropriate languages, new or presently used chemicals, substances or equipment present in the work area including hazards or suspected hazards. precautions and antidotes or procedures to be followed following exposure.

Information and Investigations Concerning Health Hazards and Work Injuries

- (b) (i) The Committee shall conduct such investigations as may be necessary to determine the circumstances surrounding work injuries and health hazards arising. Such investigations shall be conducted in the presence of Committee members.

Reports of these investigations shall be submitted to the Committee as well as to the Union Representative and the Employer, who may request further information from the person(s) who conducted the investigation.

- (ii) If the Employer receives a copy of the report of Injury it shall be passed on to **the** Employee.

Provision of Legislation or Employer's Policies

(c) The Employer shall make available to employees an updated copy of applicable health and safety Legislation and Regulations and Employer's Policies and Standards such as:

- (i) Handbook of Occupational Health and Safety (Treasury Board of Canada); or
- (ii) Part II Canada Labour Code and Regulations; or
- (iii) Territorial Acts; or

(iv) Provincial Legislation.

Video Display Terminals

- 36.06** The Employer shall not use in the workplace any video display terminal that is not approved by the Canada Standards Authority.
- 36.07** In the event that the premises of the Employer become "smoke-free", the Employer shall provide a designated area in each of the Employer's premises where smoking will be permitted.

Employee Assistance Program

- 36.08** In matters of the Employee Assistance Program, the Labour/Management Committee shall concern itself with poor work performance resulting from suspected alcohol or drug addiction.
- 36.09** Should this item of business arise during a Labour/Management Committee meeting, the Committee will deal with the matter confidentially taking into consideration the following provisions:

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

ARTICLE 37

WEATHER CONDITIONS

- 37.01 (a) The Labour/Management Committee will discuss the matter of weather conditions with a view to establishing a policy.
- (b) It is important to recognize cold weather

travel as a safety issue when developing the policy.

- (c) The difficulty for employees to communicate back with the Employer when out on the land is acknowledged and will also be addressed in this policy.

ARTICLE 38

DUTY TRAVEL

- 38.01** An employee who is authorized to travel on Employer business will be reimbursed for reasonable expenses incurred.
- 38.02** The Labour Management Committee will develop the policy defining the entitlement recognizing the following:
 - (a) Meals and incidental expenses at the Federal Government rate. Should actual cost of meals exceed this rate, receipts for meals will suffice for reimbursement.
 - (b) Actual commercial accommodation costs or private accommodation costs as per the Federal Government rate.

(c) Actual transportation costs or an Employer vehicle provided, or mileage if a personal vehicle is authorized at the Federal Government rate.

(d) Other expenses as determined from time to time.

(e) Employees may seek a ruling on entitlement prior to departure.

38.03 Disputes over entitlements will be resolved through to Labour Management Committee.

ARTICLE 39

SHORT TERM LEAVE FOR TRAINING PURPOSES

39.01 Employees attending training courses at the request of the the Employer will be granted leave with pay to attend such training. Refund of tuition fees In respect of courses approved in advance by the Employer shall be made on receipt of evidence of successful completion. in the case of a course of value to an employee's work that does not require the employee to be

absent from his ~~duties~~ reimbursement of tuition by the Employer ~~will be made on the receipt of successful completion.~~

ARTICLE 40

CIVIL LIABILITY

- 40.01 If an action or proceeding is brought against any employee or former employee covered by this Agreement for an alleged tort committed by him in the performance of his duties, then:
- (a) The employee, upon being served with any legal process, or upon receipt of any action or proceeding as hereinbefore referred to, being commenced against him shall advise the Housing Manager of any such notification or legal process;
 - (b) The Employer shall pay any damages or costs awarded against any such employee in any such action ~~or~~ proceedings and all legal fees, and/or;
 - (c) The Employer shall pay or ensure is paid, any sum required to ~~be~~ paid by such

employee in connection with the settlement of any claim made against such employee provided the conduct of the employee which gave rise to the action did not constitute a gross disregard or gross neglect of his duty as an employee.

- (d) Upon the employee notifying the Employer in accordance with paragraph (a) above, the Employer and the employee shall forthwith meet and appoint counsel that is mutually agreeable to both parties. Should the parties be unable to agree on counsel that is satisfactory to both, then the Employer shall unilaterally appoint counsel. The employee agrees to cooperate fully with appointed counsel.

ARTICLE 41

SUSPENSION AND DISCIPLINE

- 41.01 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 all mitigating factors.

- 41.02 When employees are to be suspended or discharged from duty, the Employer shall notify the employee and Union in writing of the reasons for such suspension or discharge within twenty-four (24) hours of the suspension in sufficient detail that the employee may defend himself/herself against it.
- 41.03 The Employer shall notify the local representative of the Union that such suspension or discharge has occurred or is to occur.
- 41.04 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.
- 41.05 In the event of a suspension without pay of a duration of thirty (30) days or longer, or termination, the following procedure shall be followed:
- (a) The Labour/Management Committee shall meet to review the disciplinary action and

shall attempt to resolve the matter within five (5) working days, or longer by mutual agreement, of the disciplinary action.

(b) Failing a suitable resolution through the Labour/Management Committee, in addition to the normal grievance and arbitration procedure in Article 34, the employee will, at his or her option, be entitled to a "provisional arbitration" to be held within one week of the meeting of the Labour/Management Committee, or at a later date mutually agreed upon.

41.06 The parties will mutually agree to names of Arbitrators to be used in provisional arbitration cases. Attempts will be made to utilize northern arbitrators whenever possible.

41.07 The "provisional arbitration" will be heard in the Village of Fort Simpson unless in the Interest of expediency a different location is mutually agreed upon.

41.08 An Immediate verbal decision will be given by the "provisional arbitrator" following the presentation of the case. This decision will be without prejudice to the ultimate arbitration

under Article 34.

- 41.09** The "provisional arbitrator" will be empowered to order that the employee be reinstated to work at his or her current level of pay and benefits or to *uphold* the Employer's decision on an interim basis, or to substitute an appropriate action.
- 41.10** Should the "provisional arbitrator" decide to reinstate an employee, and the arbitrator in the ultimate arbitration hearing provided for in Article 34 decide against the employee, the employee shall not be ordered nor required to pay back any amount of money.

ARTICLE 42

VACANCIES, JOB POSTING, PROMOTIONS, AND TRANSFERS

- 42.01** Every vacancy for positions expected *to* be of more than six (6) months' duration and every *newly-created* position shall be posted on the Union notice Board. The job posting shall state the job classification, *rate* of pay, and required qualifications of the job. An Employee who wishes *to* apply for a position so posted shall do

so on or before the dosing date as advertised on the posting.

- 42.02 Seniority and an employees work record shall be a governing factor in determining promotions or transfers.

ARTICLE 43

INSURANCE BENEFITS

- 43.01 The Employer shall provide the following benefits:

- (l) M.E.B.A. pension plan with a matching three and one half percent (3 1/2%) which will increase to five percent (5%) matching contributions effective April 1, 1995.

ARTICLE 44

TRADES

Wash-up Time

- 44.01 Labour and trades employees shall be permitted

paid wash-up time to a maximum of ten (10) minutes at the conclusion of each shift. In unusual circumstances this period may be extended by the employee's supervisor to a maximum of fifteen (15) minutes.

Work Clothing and Protective Equipment

- 44.02** (a) the following Articles shall be provided to maintenance employees at no cost:
- (i) summer coveralls as required
 - (ii) winter coveralls as required
 - (iii) \$100 annually per maintenance employee, upon the presentation of a receipt, towards the purchase of safety foot wear
 - (iv) hard hats as required
 - (v) gloves as required
 - (vi) insulated winter safety boots
- (b) These articles shall be replaced by the Employer when they are presented as worn

or damaged.

44.03 The Employer will ensure that the following articles are provided in the shop for the use of employees as required by the Workers Compensation Board or the Safety Act:

aprons

welding goggles - to be provided as it becomes necessary

dust protection

eye protection

ear protection

44.06 Should an employee be required to plug a vehicle into his residence during stand-by, he will be paid the actual costs of electricity used.

The Labour/Management committee will decide upon the actual per kilowatt hour usage and ensure that the appropriate energy conservation measures are taken.

ARTICLE 45

APPRENTICES

- 45.01 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 (100) percent of current wages. The employee will apply for Unemployment insurance for the period that

he is on course, and will refund monies received by the Canada Employment and Immigration Centre to the Employer.

- (f) Apprentices shall be entitled to the benefits, terms and conditions of employment of this collective agreement while working and while on course.
- (g) Apprentices successfully completing their apprenticeship may be given preference in hiring on job vacancies. Where an Apprentice, after completing his Apprenticeship, is hired directly to a job vacancy, all time spent as an Apprentice shall count towards continuous employment with the Employer.
- (h) if an Apprentice's contract is terminated by the Apprenticeship and Trades Qualification Board, he/she ceases to be an employee.

ARTICLE 46

CREDIT FOR PREVIOUS EXPERIENCE

- 46.01** Wage rates for new and rehired employees shall be established as follows, if applicable:

- (a) Employee's who have previously been employed with the Employer shall receive one hundred (100) percent credit for previous experience **if** they are rehired within two (2) years of their termination with the Employer.
- (b) For an employee who has gained related experience elsewhere, their related experience shall be taken into consideration by the Employer when determining their starting increment level.

ARTICLE 47

HOUSING ALLOWANCE

This benefit will be prorated to part time employees. Casual employees will not be entitled to this benefit.

- 47.01 (a) All employees living in private accommodation and paying full utilities shall receive a utility allowance of one hundred dollars (\$65.00) per month. This amount will be adjusted upwards or downwards depending on the specific level of funding provided by the NWT Housing Corporation for this benefit.

- (b) Employees living in privately owned housing shall receive a Housing Allowance of four hundred and fifty dollars (\$450.00) per month.

In the event that funding for this purpose is increased, levels under this Section shall be increased accordingly.

ARTICLE 48

SETTLEMENT ALLOWANCE

This benefit will be prorated to part time employees. Casual employees will not be eligible for this benefit.

- 48.01** The Employer agrees to pay to each employee a settlement allowance equivalent to that paid to Government of the Northwest Territories employees for Fort Simpson.
- 48.02** Settlement Allowance will be paid to all employees.
- 48.03** All employees will receive a settlement allowance in equal amounts on a biweekly

basis.

- 48.04 The settlement allowance will be adjusted annually in the same amount as the Government of the Northwest Territories increases the settlement allowance paid to its employees.
- 48.05 The amount of settlement allowance shall be clearly identified on the employees pay stub.

ARTICLE 49

WAGE RATES

- 49.01 As per Appendix A

ARTICLE 50

EFFECTIVE DATE

- 50.01 Upon ratification by the Union and the Employer effective October 11, 1994.

ARTICLE 51

RE-OPENER OF AGREEMENT AND MUTUAL DISCUSSIONS

Re-Opener of Agreement

- 51.01 This Agreement may be amended by mutual consent.

Mutual Discussions

- 51.02 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 52

DURATION AND RENEWAL

- 52.01 From ratification for a period of two years. The pay schedules contained in Appendix "A" and the settlement allowance contained in Article 48 shall apply as of the above date.
- 52.02 Notwithstanding the preceding, the provisions of

this Agreement, including the provisions for the adjustments of disputes in Article 34, shall remain in effect during the negotiations for its renewal and until a new Agreement becomes effective.

- 52.03 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.
- 52.04 Where notice to commence collective bargaining has been given under Clause 55.03, the Employer shall not without consent by or on behalf of the employees affected, increase or decrease Salaries or alter any other term or condition of employment of employees in the Bargaining Unit which was in force on the day on which the notice was given until a renewal or revision of the Agreement, or a new Collective Agreement has been concluded, or an arbitral award has been handed down in accordance with Section 50 of the Canada Labour Code Part I.

APPENDIX "A"

RATES OF PAY: Effective October 11, 1994

MAINTENANCE DIVISION

PLUMBER	\$52,719.00
OIL BURNER MECH	\$49,624.00
HOUSING MAINTENANCE SERVICEMAN	\$44,948.00
CARPENTER	\$51,348.00

The Foreman will receive \$500 annually for each full time, permanent employee he directly supervises.

ADMINISTRATION

TENANT RELATIONS OFFICE	\$38,200.00
CLERK TYPIST (TERM)	\$30,000.00
CASUALS UNSKILLED	\$ 9.00 PER HOUR
SEMISKILLED	\$12.00 PER HOUR

APPENDIX "B"

RATES OF PAY Effective October 11, 1995

MAINTENANCE DIVISION

PLUMBER	\$53,246.00
OIL BURNER MECH	\$50,120.00
HOUSING MAINTENANCE SERVICEMAN	\$45,397.00
CARPENTER	\$51,861.00

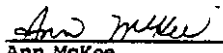
The Foreman will receive \$500 annually for each full time, permanent employee he directly supervises.

ADMINISTRATION

TENANT RELATIONS OFFICE	\$38,582.00
CLERK TYPIST (TERM)	\$30,300.00
CASUALS UNSKILLED	\$9.09 PER HOUR
SEMISKILLED	\$12.12 PER HOUR

SIGNED THIS 11 DAY OF OCTOBER 1994


On behalf of the Fort Simpson
Housing Authority



Ann McKee
Manager

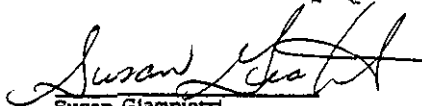


Ernest McPherson
Vice Chairperson

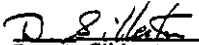


Mike Stilwell
Negotiator


On behalf of the Public
Service Alliance of Canada



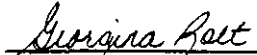
Susan Giampietri
Second Vice President



Dennis Sibbeston
Committee Member



John Tsatso
Committee Member



Georgina Roit
R.V.P. Hay River