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## COLLECTIVE AGREEMENT

- between -

**THE DELINE HOUSING ASSOCIATION**

- and -

**THE PUBLIC SERVICE ALLIANCE OF CANADA**  
(as represented by its agent)  
**THE UNION OF NORTHERN WORKERS**

From: October 1, 2001  
To: September 30, 2004

Suite 200, 5112 - 52<sup>nd</sup> Street  
Yellowknife, NWT  
XIA 1T6

10153 (05)

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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 of the employees and increase the productivity of the employees to the end that the Deline Housing Association tenants are being 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**  
**DEFINITIONS**

- 2.01 For the purpose of this Agreement:
- (a) "Alliance" means the Public Service Alliance of Canada;
  - (b) "Allowance" means compensation payable to an employee in addition to his regular remuneration payable for the performance of the duties of his position;
  - (c) "Bargaining Unit" means all employees of the Employer except the Secretary Manager and the Assistant Secretary Manager, as per the Certificate issued by the Canada Labour Relations Board;
  - (d) "Casual Employee" means a person employed by the Employer for a period not to exceed six (6) months. A casual employee is a member of the Bargaining Unit. If the casual employment exceeds six (6) 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;
  - (e) "Committee" means the Labour/Management Committee;
  - (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 and lives and intends to continue to live with that person as if that person were his spouse;
  - (g) Continuous Employment and Continuous Service
    - (i) "Continuous Employment" and "Continuous Service" means uninterrupted employment with the Housing Association;

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- (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 three months, his periods of employment for purposes of superannuation, sick leave, severance pay and vacation leave and vacation travel benefits shall be considered as continuous employment;
- (h) "Day of Rest" in relation to an employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of his position other than by reason of his being on leave of absence;
- (i) "Demotion" means the appointment of an employee for reasons of misconduct or incompetence to a new position for which the maximum pay is less than that of his former position;
- (j) "Dependant" means a person who is the employee's spouse (including common-law), child, step-child, adopted child, foster child who is under nineteen (19) years of age and dependent of him for support or being nineteen (19) years of age or more and dependent upon him by reason of full-time attendance at an educational institution or mental or physical infirmity, or any other relative of the employee's household who is wholly dependent upon him for support by reason of mental or physical infirmity;
- (k) "Emergency Situation" means a situation needing immediate attention to protect the health and safety of workers, tenants and the public, or causes substantial financial loss to the Deline Housing Association. This does not include situations where the Employer is short staffed;
- (l) "Employee" means a member of the Bargaining Unit;
- (m) "Employer" means the Deline Housing Association;
- (n) "Fiscal Year" means the period of time from April 1 in one year to March 31 in the following year;
- (o) "Grievance" means a complaint in writing that an employee, group of employees or the Union submits to management, to be processed through the grievance procedure;
- (p) "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.
- (q) "Lay-Off" means an employee whose employment has been terminated because of lack of work or lack of funds;

- (r) "Leave of Absence" means absence from duty with the Employer's permission;
- (s) "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;
- (t) "Overtime" means work performed by an employee in excess of or outside of his regularly scheduled hours of work;
- (u) "Part time employee" means an employee permanently employed by the Employer whose scheduled hours of work are less than the normal hours of work scheduled for a full time employee;
- (v) "Point of Departure" means Edmonton;
- (w) "Probation" means a period of six (6) months (if hired from within Deline) or twelve (12) months (if hired outside of Deline) from the day upon which an employee is first appointed to the Housing Association, or a period of six (6) months after an employee has been transferred or promoted. If an employee does not successfully complete his probationary period on transfer or promotion 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. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement.
- (x) "Promotion" means the appointment of an employee to a new position, the maximum rate of pay of which exceeds that of his former position;
- (y) "Rates of Pay"
  - (i) "daily rate of pay" means an employee's hourly rate of pay multiplied by the employee's daily hours of work as set out in Article 22;
  - (ii) "weekly rate of pay" means an employee's daily rate of pay multiplied by five (5);
  - (iii) "bi-weekly rate of pay" means an employee's daily rate of pay multiplied by ten (10);
  - (iv) "annual rate of pay means an employee's weekly rate of pay multiplied by 52.176.
- (z) "Representative" means an accredited representative of the Union, including 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;
- (aa) "Seniority" means length of continuous service with the Employer. Casual employees do not accrue seniority.
- (bb) "Term Employee" means an employee who is hired by the Employer for a specific period or who is transferred to another position for a specific period;

- (cc) "Transfer" means the appointment of an employee to a new position, that does not constitute a promotion or demotion;
  - (dd) "Union" means the Public Service Alliance of Canada as represented by its agent, the Union of Northern Workers;
  - (ee) "Week for the purposes of this Agreement shall be deemed to commence at 12:01A.M. 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 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 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.

3.02 Discrimination

The Employer and the Union agree that there shall be no discrimination, harassment (personal or sexual), interference, restriction or coercion exercised or practised with respect to any employee by reason of age, sex, race, creed, colour, national origin, sexual orientation, political or religious affiliation, nor by reason of union membership or activity. Affirmative Action Programs will not be deemed to be discriminatory.

3.03 The Employer shall make every reasonable effort to find alternate employment for an employee who becomes mentally and/or physically disabled.

### **ARTICLE 4** **APPLICATION**

4.01 The provisions of this Agreement apply to the Union, the employees and the Employer.

4.02 Part-time employees shall be entitled to all eligible benefits provided under this Agreement in the same proportion as their weekly hours of work compare to the standard work week.

- 4.03 The Union and the Employer shall share equally in the costs associated with the printing and distribution of the Collective Agreement. The Union will facilitate said printing and distribution.

**ARTICLE 5**  
**FUTURE ATION**

- 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.

5.02 Conflict of Provisions

Where there is any conflict between the provisions of this Agreement and any regulation, direction or other instrument dealing with terms and conditions of employment issued by the Employer, the provisions of this Agreement shall prevail, unless the Employer is compelled by law to issue and enforce such regulation] direction or other instrument.

**ARTICLE 6**  
**STRIKES AND LOCKOUTS**

- 6.01 During the term of this Collective Agreement] there shall be no lockouts by the Employer and no interruption or impeding of work, work stoppage, strike, sit-down, slow-down or any other interference with production by any employee or employees.

- 6.02 Any employee who participates in any interruption or impeding of work, work stoppage, strike, sit-down, slow-down or any other interference with production may be disciplined by the Employer.

**ARTICLE 7**  
**MANAGERIAL RIGHTS**

- 7.01 Except to the extent provided in this Agreement] this Agreement in no way restricts the Employer in the management and direction of the Deline Housing Association.

**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 shall 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.

**ARTICLE 11**  
**TIME OFF FOR UNION BUSINESS**

Arbitration Hearings (Disputes)

- 11.01 At the Union's request, the Employer will grant leave with pay to employees representing the Union before an Arbitration hearing:

Employee called as a Witness

The Employer will grant leave with pay to an employee called as a witness before an Arbitration for the actual time that an employee is required as a witness.

Arbitration Hearing (Grievance)

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

Employee who acts as a Representative

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

The Employer will grant leave with pay to a witness called by an employee who is a party to the grievance for the actual time that an employee is required as a witness.

- 11.03 Where an employee and his representative are involved in meetings with management in the process of his grievance, he shall be granted time off with pay.

11.04 Contract Negotiations Meetings

The Employer will grant leave without loss of pay for two (2) employees for the purpose of attending contract negotiations on behalf of the Union for the duration of such negotiations.

11.05 Meetings between Employee Organizations and Management

The Employer will grant time-off with pay to employees who are meeting with management on behalf of the Union.

11.06 Employee Organization Executive Council Meetings, Congress and Conventions

Subject to operational requirements, the Employer will grant leave without pay to a reasonable number of employees to attend executive council meetings and conventions of the Alliance, the Union, the Canadian Labour Congress and the N.W.T. Federation of Labour.

11.07 Representatives Training Course

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

11.08 Time Off for \_\_\_\_\_ ;

- (1) A Representative shall inform his immediate supervisor before leaving his work to investigate a grievance to meet with local management for the purpose of dealing with grievances and to attend meetings called by management.
- (2) The Representative shall make every reasonable effort to report back to his supervisor before resuming his normal duties.

11.09 Leave for Elected Officers

Employees elected as President, 1<sup>st</sup> Vice-president, 2<sup>nd</sup> Vice-president and Regional Vice-President of the Union shall be granted leave of absence without pay and without benefits for the term of office.

**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 dues 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.
- 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 agree to make deductions for other purposes on the basis of the production of appropriate documentation.
- 12.07 The Employer agrees to identify annually on each employee's T-4 slip the total amount of Union dues deducted for the preceding year.

**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 consist of employee's name, address, job title, employment status, rate of pay and social insurance number.  
  
The Employer shall indicate which employees have been recruited or transferred]those employees who are on leave without pay, and those employees who have been struck off strength during the period reported.
- 13.02 The Employer shall make available to each employee a copy of the Collective Agreement.
- 13.03 The Employer agrees to make available to each new member of the Bargaining Unit a copy of the Collective Agreement upon his appointment.
- 13.04 The Employer shall provide the Union with a report of all newly created positions, including those excluded from the bargaining unit.

**ARTICLE 14**  
**SENIORITY**

- 14.01 Seniority is defined as the length of service with the Employer and shall be applied on a classification basis.
- 14.02 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 the Housing Association Office and the Housing Association Shop clearly identified for exclusive Union use.
- 15.02 The Employer shall, upon availability, 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 conducting of business relating to the Bargaining Unit.
- 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 an employee orientation presentation of up to fifteen (15) minutes. The representative of the Union shall be granted leave with pay.

**ARTICLE 16**  
**DESIGNATED PAID HOLIDAYS**

16.01 Paid Holidays

- (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) Civic Holiday, the first Monday in August
  - (g) Labour Day
  - (h) Thanksgiving Day
  - (i) Remembrance Day
  - (j) Christmas Day
  - (k) Boxing Day
  - (l) One additional day when proclaimed by an Act of Parliament as a national holiday.
- (2) A paid holiday shall also be granted to all employees on any special day proclaimed by the Government of Canada, the Government of the NWT or the Chief of Deline.
- (3) Employees shall have the option of selecting alternative days to use as designated paid holidays, if a majority of the employees and the Housing Association Board agree to the selected change.



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.

16.03 Holiday Falling on a Day of Rest

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.

16.04 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 An employee, who is required 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 ½) his hourly rate of pay for all hours worked;

(b) an equivalent combination of cash and a day of leave at a later date convenient to both the employee and the Employer.

16.06 Where a day that is a designated holiday for an employee falls within a period of leave with pay, the holiday shall not count as a day of leave.

16.07 An employee shall not be required to work both Christmas and New Year's Day, unless an emergency requires it.

16.08 An employee, who is not required to work on a designated paid holiday, shall not be required to work on another day that would otherwise be a non-working day in the week in which the holiday occurs, unless he is paid at a rate at least equal to double his regular rate of wages for the time worked by him on that day.

**ARTICLE 17**  
**LEAVE – GENERAL**

17.01 When the employment of an employee, who has been granted more vacation, sick leave or special leave with pay than he has earned, is terminated due to death or lay-off, the employee shall be considered to have earned that amount of leave with pay granted to him.

17.02 When an employee is in receipt of an extra allowance and is granted leave with pay, he is entitled during his period of leave to receive the allowance if the special or extra duties in respect of which he is paid the allowance were assigned to him on a continuing basis. When an employee is

granted leave without pay, the employee shall not receive any pay, allowances or benefits during the period of leave.

- 17.03 Every two (2) months the Employer shall inform each employee in the Bargaining Unit in writing of the balance of his special, sick and vacation leave credits.
- 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.
- 17.05 An employee's request for any leave shall be responded to by the Secretary Manager, or their designate, as soon as the Secretary Manager, or their designate, can practically do so. But in any case shall be responded to within five (5) weeks of application.

## **ARTICLE 18** **VACATION LEAVE**

### 18.01 Accumulation of Vacation Leave

- (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  $\frac{1}{4}$ ) days each month until the month in which the anniversary of the second (2<sup>nd</sup>) year of continuous service is completed;
  - (b) one and two-thirds (1  $\frac{2}{3}$ ) days each month commencing in the month after completion of two (2) years of continuous service and ending in the month that fifteen (15) years of continuous service is completed;
  - (c) two and one-half (2  $\frac{1}{2}$ ) days each month commencing in the month after completion of seven (7) years of continuous service.
- (2) The accumulated service for part-time employees shall be counted for the improved vacation leave entitlements in paragraphs (b) and (c) of section (1) of this clause.

### 18.02 Granting of Vacation Leave

- (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)
    - (i) grant the employee vacation leave for at least up to five (5) consecutive weeks depending upon his vacation entitlements when so requested by the employee; and
    - (ii) recognize Seniority by classification on preference for a vacation period; and
    - (iii) where the operational requirements are such that an employee is not permitted to take his vacation leave during the months of June to September and January to March, inclusive, in one fiscal year, consideration will be given to his being granted his vacation leave during the months of June to September and January to March in the next fiscal year;
  - (e) to grant the employee his vacation leave when specified by the employee if the period of vacation leave is less than a week, providing the employee gives the Employer at least two (2) days' notice.
- (2) The Employer shall reply to the request for vacation leave submitted by the employee within two (2) weeks of the request being received. Where the Employer has proposed to change, reduce or deny the vacation leave requested by the employee, the Employer shall provide the employee with the reasons, in writing, for such change, reduction or denial of vacation leave, and such change, reduction or denial shall be subject to the grievance procedure of this Agreement.

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; or
- (b) is granted special leave with pay because of illness in the immediate family; or
- (c) is granted sick leave on production of a medical certificate;

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

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 one (1) year's entitlement will be liquidated in cash at the end of the fiscal year.

18.05 Due to emergency operational requirements, the Employer may alter an employee's vacation period unless:

- (a) the employee has made non-refundable deposits in view of his vacation; or
- (b) the employee's spouse has arranged a vacation period which coincides with the employee.

18.06 Leave When Employment Terminates

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 because of a requirement to meet the minimum service requirements for severance pay. This request shall be made as far in advance as is possible;
- (c) at the employee's request, the Employer shall divide the amount owing as specified in (a) above by four (4) and shall attach this amount to the employee's regular earnings over four (4) pay periods. Adequate notice must be given by the employee.

18.07 An employee, whose employment is terminated by reason of a declaration that he abandoned his position, is entitled to receive payment for any earned but unused vacation leave. If after reasonable efforts, the Employer is unable to locate the employee within six (6) months of termination, his entitlement shall lapse.

After five (5) working days of no contact by an employee, an employee is deemed to have abandoned his position. If the employee wishes to appeal the decision that they have abandoned their position, they can present it to the Labour/Management Committee without involvement outside of Deline. If the employee is not satisfied with the decision of the Labour/Management Committee, he shall have the right to file a grievance at the final level of management and also to proceed to arbitration if the response received at the final level is not satisfactory.

18.08 Vacation Travel Assistance

All employees, who have been employed for six (6) consecutive months, are entitled to transportation assistance once per fiscal year. All employees, who have been employed for six (6) consecutive months, shall receive an amount equal to the actual cost of the economy return airfare to the point of departure for themselves and their dependants calculated on the following basis:

Employee	economy adult fare return
Employee's spouse	economy adult fare return
Employee's dependant children under that is	- appropriate percentage of economy adult fare

twelve (12)

charged for a child

Employee's dependant children twelve -  
that is  
(12) years and over

appropriate percentage of economy adult fare  
charged for a youth

Dependants under the age of two (2) will not receive vacation travel assistance.

Employees shall be paid half of their entitlement at the beginning of the fiscal year and the remaining half upon approval of their vacation leave.

18.09 Employees will, upon approval of their vacation, be issued with a cheque in the amount of their entitlement. Their entitlement shall be issued on a separate cheque.

18.10 Travel Time

Once per year, vacations shall be lengthened by two (2) work days when the employee is travelling (not to be taken from any leave credits) for the purposes of travel time, and monies for travel time shall be paid prior to the employee's vacation period.

ARTICLE 19  
SPECIAL LEAVE

19.01 Credits

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

- (a) one-half (112) day for each calendar month in which he received pay for at least ten (10) days; or
- (b) one-quarter (114) day for each calendar month in which he received pay for less than ten (10) days.

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

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, adoptive child, stepchild, foster child, grandchildren, grandparents and any relative permanently residing in the employee's household or with whom the employee permanently resides.

- (1) The Employer shall grant special leave earned with pay for a period of five (5) consecutive working days:
  - (a) when there is a death in the employee's immediate family;

- (b) where a member of the immediate family residing outside the employee's community of residence becomes seriously ill or is receiving specialized education/treatment;
  - (c) when an employee is to be married.
- (2) The Employer may grant special leave earned with pay for a period of five (5) consecutive working days:
- (a) 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;
  - (b) where special circumstances not directly attributable to the employee prevent his reporting to duty, including:
    - (i) serious household or domestic emergencies;
    - (ii) a transportation tie-up caused by weather if the employee makes every reasonable effort to report for duty, including in the event that an employee is weathered out while on the land or out-of-town;
    - (iii) serious community emergencies where the employee is required to render assistance,
  - (c) in circumstances which are of general value to the Housing Association, such as where the employee:
    - (i) takes an examination which will improve his position or qualifications in the Housing Association;
    - (ii) attends his University Convocation, if he has been continuously employed for at least one (1) year;
    - (iii) attends a course in civil defence training or Reserve Forces training, First Aid or Ranger Training;
    - (iv) requires a medical examination for enlistment in the Canadian Forces or in connection with a veteran's treatment program.
  - (d) in the event of the death of an employee's father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, cousins.

19.03 In the event that an employee returns to work later than anticipated due to a delay of the aircraft, weather conditions, or mechanical failure of land travel vehicles, special leave days earned but not used shall be granted to the employee.

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

19.05 An employee shall be granted special leave with pay up to a maximum of three (3) working days on the occasion of the birth of his child. An employee shall be granted special leave with pay up to a maximum of three (3) working days 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 eight (8) working days.

19.06 Advance of Credits

Where an employee has insufficient credits to permit the granting of special leave within the meaning of this Article, leave may, at the discretion of the Employer, be granted, subject to the deduction of such advance leave from any special leave credits subsequently earned.

19.07 Casual Leave (Not to be Deducted from Leave Credits)

- (1) The Employer may grant an employee casual leave with pay for other purposes of a special or unusual nature.
- (2) Employees may be granted casual leave with pay to a maximum of one (1) day per occurrence where the employee's physician requires him to attend regular or recurring medical treatments and checkups.
- (3) Employees may be granted casual leave with pay for two (2) hours for an appointment with (or to accompany a dependant family member to or from) a doctor, dentist, lawyer, school authorities, adoption agencies or job interviews.

**ARTICLE 20**  
**SICK LEAVE**

Credits

20.01 An employee shall earn sick leave credits at the rate of one and one-quarter (1 ¼) days for each calendar month for which he receives pay for at least ten (10) days.

20.02 Subject to the remainder of this Article, all absences on account of illness on a normal working day (exclusive of designated holidays) shall be charged against an employee's accumulated sick leave credits. An employee (or someone on behalf of the employee) must notify the Employer prior to 9:30 A.M. each day absent.

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 received pay for 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 or is laid off before authorized unearned sick leave has been liquidated, no recovery shall be made from the employee or his estate.

20.05 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.

20.06 An employee is required to produce a certificate from a qualified medical practitioner, certifying that such employee is unable to carry out his duties due to illness, for sick leave in excess of two (2) consecutive working days.

20.07 Transportation to a Medical Centre

Employees who are required to travel to a medical centre shall apply for funding for this purpose from the applicable level of government. In the event that the employee is required to pay the two hundred and fifty dollars (\$250.00) deductible, this amount will be reimbursed to the employee by the Employer.

20.08 Travel Time

Every employee who is proceeding to a medical centre will be granted leave of absence with pay to be charged against his sick leave credits for the lesser of five (5) days or the actual time taken to travel from his post to a point of departure and return.

**ARTICLE 21**  
**OTHER TYPES OF LEAVE**

21.01 Court Leave

Leave of absence with pay shall be given to every employee 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.

#### 21.02 Injury on Duty Leave

- (1) An employee shall be granted injury-on-duty leave with pay for such reasonable period as may be determined by the Workers' Compensation Board in the event of:
  - (a) personal injury accidentally received in the performance of his duties and not caused by the employee's willful 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.

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, including funds received for the period of time when sick leave is converted to injury on duty leave, providing however that such amount does not stem from a personal disability policy for which the employee has paid the premium. If the employee receives an amount of payment greater or less than the payment received from the Employer, they shall only pay back the lesser amount.

- (2) The Employer will make every reasonable effort to offer alternate employment to an employee who is unable to perform his regular duties as a result of an injury on duty.

#### 21.03 Pregnancy or Parental Leave

- (1) An employee or employee's spouse, 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 (ii) 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.

- (2) The Employer shall:
  - (a) upon written request from the employee, defer the commencement of pregnancy or parental leave without pay of an employee or terminate it earlier than twenty-six (26) weeks after the date of the termination of the pregnancy.
  - (b) grant maternity leave without pay to an employee to commence earlier than eleven (11) weeks before the expected termination of the pregnancy.
- (3) The Employer may, where pregnancy or parental leave without pay is requested, require an employee to submit a medical certificate certifying pregnancy.
- (4) Leave granted under this Clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay.
- (5) When a pregnant employee produces a statement from her physician that her working conditions 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.
- (6) Pregnancy leave shall not exceed fifteen (15) weeks and parental leave shall not exceed thirty-seven (37) weeks. Where an employee takes both pregnancy and parental leave, the two leaves must be taken consecutively, with parental leave beginning immediately following the completion of pregnancy leave. Parental leave can be split between both parents. Pregnancy and parental leave together cannot exceed **fifty-two (52) weeks**.
- (7) Parental leave must be taken within **fifty-two (52) weeks** of the birth of the child.

#### 21.04 Emergency Leave

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

#### 21.05 Adoption Leave

- (1) An employee who intends to request adoption leave shall make every effort to provide reasonable notice to the Employer, but in any event shall notify the Employer as soon as the application for adoption has been approved by the adoption agency or legal guardianship and custody papers have been drawn. Upon application, the employee shall be granted adoption leave without pay of up to twenty-six (26) weeks in accordance with the Employment Insurance Act and Regulations.
- (2) Leave granted under this Clause shall be counted for the calculation of "continuous employment" and "continuous service".

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

**ARTICLE 22**  
**HOURS OF WORK**

- 22.01 A work week is Monday to Friday, inclusive. The hours of work for office staff shall be thirty-seven and one-half (37 ½) hours per week between 09:00 and 17:30, and for trades employees hours of work shall be forty (40) hours per week between 08:30 and 17:30, inclusive of a one (1) hour lunch period.
- 22.02 Employees shall be entitled to a rest period with pay of fifteen (15) minutes' duration, commencing on or about mid-morning and shall be entitled to a rest period with pay of fifteen (15) minutes' duration commencing on or about mid-afternoon.
- 22.03 In the event that an employee is unable to take his rest period at the regular time due to operational requirements, this rest period will be taken at a later time mutually agreed upon between the Employer and the employee.
- 22.04 Provided sufficient advance notice is given, and with the approval of the Employer, employees may exchange overtime or standby shifts if there is no increase in cost to the Employer.

**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 remuneration;
  - (c) "time and one-half" means one and one-half times the straight time rate;
  - (d) "double time" means twice the straight time.
- 23.02 An employee who is required to work overtime shall be paid overtime compensation for all overtime worked.
- 23.03 Subject to the operational requirements of the service, the Employer shall make every reasonable effort:
- (a) to allocate overtime work among readily available, qualified employees within each classification;

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

Employees may refuse to work overtime, except in an emergency. However, the employee with the least seniority may be required to work overtime.

- 23.04 An employee, who is requested to work overtime, shall be entitled to pay at the appropriate rate described below.

Overtime work shall be compensated as follows:

- (a) at time and one-half (1 ½ X) for all hours, except as provided in clause 23.04(b);
  - (b) at double time (2X) for all hours or overtime worked after the first four (4) consecutive hours of overtime and double time (2X) for all hours worked on a second day of rest;
  - (c) in lieu of (i) and (ii) the Employer shall grant, at the employee's request, equivalent leave with pay at the appropriate overtime rate.
- 23.05 When overtime compensation is paid, the pay statement shall indicate the pay period, rate of overtime and the number of overtime hours.

## **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. Employees may occupy more than one classification, in which case they shall be paid for all hours worked in each classification at the appropriate pay rate specified for that classification.
- 24.02 Employees shall be paid on a bi-weekly basis. Cheques shall be distributed to employees at their place of work in a confidential manner. The cheques shall be itemized and show bi-weekly deductions. Cheques shall be issued prior to 12:00 noon every second Friday.
- 24.03 Employees, who have earned overtime compensation in addition to their regular pay, shall, at the employee's request, bank forty (40) hours of this time at overtime rates and take it as lieu time. Employees, after forty (40) hours have been banked, may have the banked overtime paid out in cash.
- 24.04 Acting Pay
  - (1) When an employee is required by the Employer to perform the duties of a higher classification level on an acting basis, he shall be paid acting pay of ten percent (10%) above his pay level 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.

- (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.

24.05 Notwithstanding the provisions of clause 24.01, when a position is converted or where as a result of audit or review a converted position is found to be over-classified, the incumbent shall be paid as the present incumbent of that position.

24.06 Pay Recovery

- (1) Where an employee, through no fault of his own, has been overpaid, the Employer will, before recovery action is implemented, advise the employee in writing of the amount overpaid and the intention of the Employer to recover the overpayment. Prior to said recovery]the Employer and employee shall discuss the pay recovery and the Employer shall devise an acceptable recovery schedule. But, in any event, the recovery shall not be in excess of twenty percent (20%) of the employee's net earnings per pay period.
- (2) When deductions are made, the Employer shall provide an itemized statement of the purpose and the amount of each deduction.
- (3) If more than twelve (12) months have passed since the overpayment]there shall be no recovery of the overpayment.

**ARTICLE 25**  
**REPORTING PAY**

25.01 If an employee reports to work on his regularly scheduled shift and there is insufficient work available, he is entitled to four (4) hours' work. When no work is available, he shall receive compensation for four (4) hours' pay at the straight time rate.

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 a minimum of four (4) hours of work at the appropriate overtime rate. When no work is available, he shall receive compensation of four (4) hours' pay at the appropriate overtime rate.

**ARTICLE 26**  
**CALL-BACK PAY**

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

(c) compensation for call-back shall be made in cash or compensatory leave, as is desired by the employee.

26.02 Except in 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.

No employee shall be disciplined for being unable to return to work on a call-back.

## **ARTICLE 27** **TERM POSITIONS**

27.01 Except with prior mutual agreement between the Union and the Employer, no term position may extend beyond four (4) years. Should the Employer wish a term position to extend beyond a period of four (4) years, that position must become a regular position which must be offered to the incumbent of the term position, and his seniority date shall be the initial date of hire into his term position, except in the case where the term employee is filling in for a permanent employee who is on leave of absence.

27.02 Term employees shall be entitled to all of the benefits of this Collective Agreement, except where this Article specifies otherwise.

27.03 Term employees shall not be entitled to severance pay at the conclusion of the employee's term and have no right of lay-off or recall. Employees, who have been transferred into a term position, shall, at the conclusion of the term position, return to their previous position with the Employer. Term employees shall, for twelve (12) months following the expiry of their term of employment, be entitled to priority hiring status for any positions with the Employer for which they are qualified and for which they apply.

## **ARTICLE 28** **STANDBY**

28.01 Where the Employer requires employees to be available on standby during off-duty hours, an employee shall be entitled to a standby payment of twelve dollars (\$12.00) for each eight (8) consecutive hours or portion thereof that he is on standby, except on regularly scheduled days of rest or designated paid holidays. For any period of standby on regularly scheduled days of rest or designated paid holiday, he shall be paid sixteen dollars (\$16.00) for each eight (8) hours or portion thereof that he is required to be on standby status.

28.02 An employee, designated by letter or by list for standby duty, shall be available during his period of standby at a known telephone number and be available to return for duty as quickly as possible if called. In designating employees for standby, the Employer 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.

- 28.03 No standby payment shall be granted if an employee is unable to report for duty when required.
- 28.04 **An** employee on standby who is required to report for work shall be paid, in addition to the standby pay, the appropriate overtime rate for all hours worked.
- 28.05 Except in the case of an emergency, standby schedules shall be posted fourteen (14) days in advance of the starting date of the new standby schedule.

**ARTICLE 29**  
**TECHNOLOGICAL CHANGE**

- 29.01 Both parties recognize the overall advantages of technological change. Both parties will therefore encourage and promote technological change and improvements.

With this in view and recognizing the extensive lead time required for the selection, installation and providing of sophisticated equipment, the Employer agrees to provide as much advance notice 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.

In cases where employees may require retraining, the Employer will offer training courses at no expense to employees.

**ARTICLE 30**  
**SEVERANCE PAY**

- 30.01 **An** employee, who resigns or who is laid off, shall be entitled to severance pay in the amount of:
- (a) two (2) weeks, if the employee has been employed by the Employer for less than three (3) years; and
  - (b) an additional week for each additional year of employment to a maximum of eight (8) weeks,

**ARTICLE 31**  
**LAY-OFF AND JOB SECURITY**

- 31.01 Lay-offs will be made, when necessary, on the basis of seniority within specified classifications.

In order to minimize the adverse effects of lay-off, the Employer will provide retraining when practicable.

**A** person ceases to be a lay-off if he is not appointed to a position within twelve (12) months from the date on which he became a lay-off.

- 31.02 Before an employee is laid off:
- (a) each such employee shall be given notice in writing of the effective date of his lay-off as far in advance as is possible subject to a minimum of one (1) month or one (1) month's pay in lieu of notice;
  - (b) every employee subject to lay-off shall, during the one (1) month period of notice, be granted leave with pay for the purpose of being interviewed and examined by a prospective employer and to such additional leave with pay for the employee to travel to and from the place where his presence is so required.

31.03 Recall from a lay-off will be made on the basis of seniority within specified classifications.

31.04 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 fourteen (14) days from the date of mailing.

31.05 The employee shall return to work within fifteen (15) working days of receipt of notice of recall, unless, on reasonable grounds, he is unable to do so.

31.06 Cooling off Period – One (1) Working Day

An employee, who willfully terminates his employment as a result of a misunderstanding or argument, shall be allowed to return to work and remain employed if he does so within one (1) working day (the day following the day the incident occurred counting as the one (1) day). 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.

31.07 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.

## **ARTICLE 32** **STATEMENT OF DUTIES**

32.01 When an employee is first hired, the Employer shall provide the employee with a written Statement of Duties.

32.02 Upon written request, an employee shall be entitled to a complete and current Statement of Duties and responsibilities, including the position's classification level.



**ARTICLE 33**  
**EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES**

33.01 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 35 to correct any factual inaccuracies in his performance appraisal.

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

33.02 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.

33.03 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 eighteen (18) months have elapsed since the disciplinary action was taken, provided that no further disciplinary action of a similar nature has been recorded during this period.

33.04 Upon 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. With written authorization from the employee, a representative of the Union shall be given the opportunity to review that employee's file and take any copies that may be needed in the presence of an authorized representative of the Employer.

33.05 The Employer's representative, who assesses an employee's performance, must have observed the employee's performance for at least one-half (1/2) of the period for which the employee's performance is evaluated.

In the event that an Employer's representative has not observed the employee's performance for one-half (1/2) of the period, an Employer's representative, in the best position to make the evaluation, shall do so.

Where an employee is required to attend a meeting that may result in disciplinary action, 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.

Only one (1) file per employee for the purposes of performance evaluation or discipline shall exist.

The Employer agrees that communications between an employee and his representative are privileged and confidential.

The Employer shall not ask questions of the representative which answers to those questions may be damaging to the employee(s), nor shall any evidence produced by the representative be used against the employee(s). In accordance with the foregoing] a representative shall not be forced to testify against an employee.

NOTE: It is understood that the intention of this Article is not for an employee to avoid being honest with the Employer when there is a wrong-doing or an employee is aware of a wrong-doing by another employee.

### **ARTICLE 34** **CLASSIFICATION**

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

### **ARTICLE 35** **ADJUSTMENT OF WAGES**

- 35.01 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 provision of an Act, or a regulation] 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.

The procedure for the final resolution of the grievances listed in section (1) above is to arbitration.

- 35.02 If he so desires, an employee may be assisted and represented by the Union when presenting a grievance at any level.
- 35.03 An employee or the Union, who wishes to present a grievance at any prescribed level in the grievance procedure, shall transmit this grievance to the Secretary Manager 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.
- 35.04 A grievance of an employee shall not be deemed to be invalid by a reason only of the fact it is not in accordance with the form supplied by the Employer.
- 35.05 Except as otherwise provided in this Agreement, a grievance shall be processed by recourse to the following steps:
- (a) First Level; Secretary Manager;
  - (b) Second Level; Board of Directors;
  - (c) Final Level (Arbitration).
- 35.06 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.
- 35.07 An employee or the Union may present a grievance to the first level of the procedure in the manner prescribed in Clause 35.03 within twenty-five (25) calendar days of the date on which he first becomes aware of the action or circumstances giving rise to the grievance.
- 35.08 The Employer shall reply in writing to a grievance within twenty-one (21) calendar days at Level 1 and within thirty (30) calendar days at Level 2.
- 35.09 An employee or the Union may present a grievance at each succeeding level in the grievance procedure beyond the First Level:
- (a) where the decision or settlement is not satisfactory to the grievor, within thirty (30) calendar days after that decision or settlement has been conveyed in writing to him by the Housing Association; or
  - (b) where the Housing Association has not conveyed a decision to the grievor within the time prescribed in Clause 35.08 within thirty (30) calendar days after the day the reply was due.
- 35.10 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.

- 35.11 No employee shall be dismissed without first being given notice, in writing, together with the reasons therefor, twenty-four (24) hours prior to the dismissal. When the Employer dismisses an employee, the grievance procedures shall apply, except that the grievance may be presented at the Final Level of Management.
- 35.12 The Union shall, on its own behalf or on behalf of one or more members, have the right to initiate and present a grievance on any matter.
- 35.13 An employee shall have the right to present a grievance on matters relating to the application or interpretation of this Agreement, provided he first obtains the authorization of the Union prior to presenting such grievance.
- 35.14 An employee may, by written notice to the manager, withdraw a grievance provided that, where the grievance is one arising out of the application or interpretation of this Agreement, his withdrawal has the endorsement, in writing, of the Union.
- 35.15 The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the Union representative. Grievances which are not filed or advanced within the time limits stipulated in this procedure shall be considered abandoned and may not subsequently be filed or advanced.
- 35.16 No proceedings under this Article are invalid by reason of any defect of form or any technical irregularity.
- 35.17 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that a term or condition of this Agreement has been violated, either of the parties may, after exhausting the grievance procedure in this Article, notify the other party in writing within thirty (30) days of the receipt of the reply at the Final Level of his desire to submit the difference or allegation to arbitration.
- 35.18 The parties agree that arbitration referred to in Article 35.17 shall be by a single arbitrator mutually agreed to by both parties.

If an arbitrator selected is not available for a hearing date within thirty (30) days of the date on which notification by either party to submit the difference to arbitration was made, another name will be selected until an arbitrator is found to hear the parties within the above-mentioned thirty (30) day period. Such time limit may be extended by mutual agreement.

- 35.19 The arbitrator has all of the powers granted to arbitrators under the Canada Labour Code, Part I, in addition to any powers which are contained in this Agreement.

The arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it.

The award of the arbitrator shall be signed by him and copies thereof shall be transmitted to the parties to the dispute.

- 35.20 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.
- 35.21 The Housing Association and the Union 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.
- 35.22 Where a party has failed to comply with any of the terms of the decision of the arbitrator, either party or employee affected by the decision may, after the expiration of thirty (30) calendar days from the date of the release of the decision or the date provided in the decision for compliance, whichever is later, file in the office of the Clerk of the Supreme Court of the NWT, a copy of the decision, exclusive of the reason therefor in the prescribed form, whereupon the decision may be entered in the same way as a judgment or an order of that court and may be enforceable as such.
- 35.23 In addition to the powers granted to arbitrators under 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.

**ARTICLE 36**  
**NO CONTRACTING OUT**

- 36.01 There shall be no contracting out of any bargaining unit work by the Housing Association, which would result in a lay-off, continuance of a lay-off or a reduction in hours of work of bargaining unit members.

**ARTICLE 37**  
**LABOUR/ MANAGEMENT COMMITTEE**

- 37.01 A Labour/Management Committee will be formed to consult on matters of Safety and Health, the Employee Assistance Program, transportation to a medical centre, energy conservation and other matters of mutual interest.
- 37.02 The Labour/Management Committee shall be comprised of equal representation of the Union employees and the Employer, with each party choosing their respective representatives.
- 37.03 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.
- 37.04 In matters of Safety and Health, the Committee will follow the following provisions:

- (a) the Employer shall post the names of the Committee members in a prominent place;
- (b) Committee members shall perform the necessary duties of: investigating, identifying and seeking to remedy hazards at the workplace, and shall do so without loss of pay or fear of reprisal;
- (c) the Employer shall ensure that employees can obtain the assistance of a first aid attendant easily and rapidly in all work places;
- (d) the Employer shall ensure that first aid kits are provided and are readily accessible at all times. Said first aid kits shall be kept well stocked at all times;
- (e) the Employer will encourage employees to take first aid courses in Deline and will assume the costs of such courses and also the costs of refresher courses required to maintain the validity of a certificate. Employees taking first aid training shall be granted leave with pay for the duration of the courses;
- (9) the Committee is to consider various alternatives for ensuring that the injured employee receives the appropriate medical transportation to the nearest medical facility and which agency is to bear such costs;

(g) Occupational Health

- (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, at the attending physician's discretion, be conveyed to the employee involved and maintained in a medical confidential status and retained within the medical community.

(h) Workplace Environment Protection

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

(i) Toxic Hazardous Substances

Where toxic or suspected and/or confirmed carcinogenic chemicals or substances are identified as being present in the workplace, the Committee shall:

- (i) remove and/or substitute chemicals or substances in the work procedure; or
- (ii) introduce engineering controls to provide complete isolation between said chemicals and/or substances and the worker(s); and
- (iii) maintain ongoing monitoring of the workplace;
- (iv) where a dangerous substance cannot be removed or replaced, a notice indicating that a danger exists shall be posted.

(j) Protective Clothing and Equipment

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

(k) Protective Rights of Pregnant Workers

A pregnant worker who furnishes to the Employer a medical certificate attesting that her working conditions may be dangerous to her unborn child, or to herself by reason of her pregnancy, may request to be assigned to other duties, including no such danger for the duration of her pregnancy. A request may be granted, where possible, and if not possible, the employee will be granted leave without pay.

The Right to Know

(l) Hazard Identification

The Committee shall identify 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. Work area shall include third party premises.

(m) Information and Investigations Concerning Health Hazards and Work Injuries

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

(n) Provision of Legislation

The Employer shall make available a copy of the *Safety Act* and regulations, such as:

- (i) Handbook of Occupational Health and Safety (Treasury Board of Canada); or
- (ii) Part IV of the Canada Labour Code and Regulations; or
- (iii) Territory Acts; or
- (iv) Provincial Legislation.

The Employer shall indicate where the copies are available by means of a posting in a prominent place.

(o) Smoke-free Workplace

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

Employee Assistance Program

- 37.05 In matters of the Employee Assistance Program, the Labour/Management Committee shall concern itself with poor work performance resulting from a suspected addiction.
- 37.06 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 addictions are medical disorders; and
  - (b) that an employee should be encouraged to remedy a disorder due to an addiction;
  - (c) at such a time that an employee seeks to correct this disorder, he shall be paid all wages and benefits as if he were at work; 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 and cannot be refused.
- 37.07 The Committee will discuss other matters of mutual concern which may arise from time to time.

**ARTICLE 38**  
**ULTIMATE REMOVAL ASSISTANCE**

- 38.01 An employee who has worked for the Employer for two (2) years, who was hired from outside of Deline and whose employment has ended (except when dismissed for cause), shall receive one hundred percent (100%) of the cost of travel for the employee from Deline to the employee's point of hire.



**ARTICLE 39**  
**SAFETY AND HEALTH**

**39.01 Right to Refuse Dangerous Work**

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

- (1) An employee may refuse to do any particular act or series of acts at work which he has reasonable grounds to believe are dangerous to his health or safety or the health or safety of any other person at the place of employment until sufficient steps have been taken to satisfy him otherwise, or until the NWT Safety Officer has investigated the matter and advised him otherwise.
- (2) No loss of wages or disciplinary action shall be taken against any worker by reason of the fact that he exercised the right conferred upon him in (1) above. No other employee shall be assigned to use or operate any machine, device, material or thing or perform any part of the work which is being investigated pending resolution of the situation.

**ARTICLE 40**  
**DUTY TRAVEL**

40.01 Employees travelling on behalf of the Employer shall be reimbursed for reasonable expenses incurred, The Labour/Management Committee shall determine in each individual case what the reasonable expenses are prior to the employee's departure.

40.02 Where an employee is required to travel on behalf of the Employer, he shall be paid when the travel occurs as though he were at work for all hours traveled.

**ARTICLE 41**  
**CIVIL LIABILITY**

41.01 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 Secretary/Manager of any such notification or legal process;
- (b) the Employer shall pay or shall ensure payment of any damages or costs awarded against any such employee in any such action or proceedings and all legal fees; and
- (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 willful breach, misconduct 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 42**  
**SUSPENSION AND** \_\_\_\_\_

- 42.01 The Employer shall have the right to suspend 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 employee's length of service and other relevant mitigating factors.
- 42.02 When employees are to be suspended from duty, the Employer shall notify the employee, in writing, of the reasons for such suspension within forty-eight (48) hours of the suspension in sufficient detail that the employee may defend himself against it.
- 42.03 With the concurrence of the employee, the Employer shall notify the local representative of the Union that such suspension has occurred or is to occur.

**ARTICLE 43**  
**VACANCIES, JOB POSTING, PROMOTIONS AND TRANSFERS**

- 43.01 Every vacancy for positions expected to be of more than six (6) months' duration and every newly-created position shall be posted for a minimum of three (3) full working days on the Union notice board. The job posting shall state the job classification, rate of pay and required qualifications of the job. An employee desiring a position must make application in writing to the manager within a further four (4) working day period, unless a longer period is specified on the posting by the Employer.
- 43.02 Seniority shall be the governing factor in determining promotions, order of lay-off and order of recall and filling of jobs after posting, providing that the most senior employee possesses the required qualifications and ability to perform the normal requirements of the job.
  - (a) Ability to do the job means ability to perform the normal requirements of the job following an appropriate familiarization period or following an appropriate training and trial period of four (4) months' duration. If at the end of this four (4) month period, it is determined that the employee is unable to adequately perform the duties of the new position, 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;

(b) Within the four (4) month familiarization period, as specified in (a) above, the employee may notify the Employer of his desire to revert to his former position. The Employer shall facilitate this request within a reasonable period of time.

43.03 In filling job vacancies, including promotions, transfers and new positions, the job shall be awarded within fifteen (15) working days of posting, or such date that the Employer indicates on the notice.

43.04 No employee shall be transferred to a position outside the Bargaining Unit without his consent. Such transfers will not exceed six (6) months. An employee shall be entitled to all rights and benefits contained in the Collective Agreement for the duration of this transfer.

43.05 No employee shall be transferred to another position within the Bargaining Unit without his consent.

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

#### **ARTICLE 44** **PRESENT CONDITIONS AND BENEFITS**

44.01 The Employer and each employee shall contribute to the NEBS Plus pension plan, NEBS basic group life insurance, accidental death and dismemberment, dependants insurance and long-term disability plans as required by each plan. Employees hired after April 1, 1996, shall serve a six (6) month qualifying period before they are eligible to participate and contribute to these plans.

44.02 An employee who is to be dismissed shall be provided with the option of taking early retirement if he would otherwise qualify.

#### **ARTICLE 45** **TRADES**

45.01 Application

The provision of this Article shall apply to all positions in the trades category of the classification.

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

45.03 Wash-Up Time

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

45.04 Work Clothing and Protective Equipment

- (1) The Employer shall provide all clothing and equipment required by the Workers' Compensation Board plus the following articles to term, permanent employees:
  - (a) Winter coveralls once per year, upon presentation of worn-out pair for replacement;
  - (b) Summer coveralls (two (2) pairs per employee per year), upon presentation of worn-out pair for replacement;
  - (c) The Employer agrees to provide employees with one (1) pair winter and one (1) pair summer safety boots for the first year. For every year thereafter, these employees will receive fifty dollars (\$50.00) for a boot allowance;
  - (d) The Employer agrees to provide employees with a twenty-five dollar (\$25.00) glove allowance.
- (2) The Employer shall replace the articles mentioned in (1) (a), (b), (c) and (d) above when they are presented worn or damaged beyond repair by an employee at no cost to the employee.

45.05 Adverse Weather Conditions

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

Without involvement of outside organizations, the Labour/Management Committee shall be responsible for determining what constitutes extreme weather conditions.

**ARTICLE 46**  
**APPRENTICES AND TRAINEES**

- 46.01 The following are agreed upon terms and conditions of employment for employees engaged as Apprentices and Trainees by the Employer.

- (a) The Apprenticeship, Trade and Occupations *Certification* and pursuant Regulations shall apply to all Apprentices and Trainees employed. A copy of the current Regulations shall be made available 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	60%
Year2	70%
Year3	80%
Year 4	90%

Three-Year Training Programs

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

- (e) The Apprentice shall not be entitled to receive wages while attending trade school, but shall apply for Employment Insurance benefits.
- (f) Subject to (e) above, Apprentices and Trainees shall be entitled to the benefits and terms and conditions of employment set out in this Collective Agreement;
- (g) Upon successful completion of trade school, the Apprentice shall be reimbursed for the cost of tuition paid by the Apprentice;
- (h) Upon successful completion of trade school, the Apprentice shall receive a successful completion bonus. This bonus shall equal two (2) weeks' salary at the Apprentice's rate of pay as set out in (d) above;

Apprentices successfully completing their Apprenticeship will be given preference in hiring on job vacancies. Where an Apprentice, after completing his apprenticeship, is hired directly into a job vacancy, all time spent as an Apprentice shall count towards continuous employment.

**ARTICLE 47**  
**TOOLS**

- 47.01 The Employer agrees to replace tools that are worn out, broken, lost or stolen that are used and owned by

Journeyman 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. 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 Housing Association at the Housing Association's cost price.

**ARTICLE 48**  
**SETTLEMENT ALLOWANCE**

48.01 A Settlement Allowance will be paid to all employees.

48.02 The amount of the Settlement Allowance paid will as follows:

- effective October 1, 2001 \$6,700
- effective October 1, 2002 \$7,000
- effective October 1, 2003 \$7,300

**ARTICLE 49**  
**HOU**

49.01 Effective October 1, 2001, all employees, who have been employed for six (6) consecutive months and who are living in non-subsidized, private accommodation or paying full economic rent, shall be provided with a Housing Allowance as follows:

- October 1, 2001 \$5,650
- October 1, 2002 \$5,900
- October 1, 2003 \$6,150

This amount shall be paid in equal, bi-weekly installments.

**ARTICLE 50**  
**D A I L**

50.01 Effective October 1, 2001, all employees who have been employed for six (6) consecutive months and who provide their own non-subsidized accommodation, will be eligible to a Household Allowance of one hundred, nineteen dollars and sixty cents (\$119.60) per month.

50.02 Employees, living in rental housing owned by the NWT Housing Corporation, and who are paying the full economic rent, shall be eligible for the Household Allowance providing their rent is reduced by the utilities component and they pay the full cost of utilities.

50.03 This benefit shall be paid on a bi-weekly basis.

**ARTICLE 51**  
**EDUCATION AND TRAINING**

51.01 Leave with pay shall be granted to an employee who enrolls in an Employer-approved education/training program/course. The Employer shall pay for all tuition, books and travel expenses associated with the program/course.

Any employee who wishes to attend such a program/course should advise the Employer.

Where such a program/course is held in Deline during working hours and space is available, the Employer will, subject to operational requirements, grant employees who request leave with pay to attend the course.

**ARTICLE 52**  
**RE-OPENER OF AGREEMENT**

52.01 Re-Opener of Agreement

This Agreement may be amended by mutual consent.

52.02 Mutual Discussions

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 53**  
**CASUAL EMPLOYEES**

53.01 Casual employees shall receive the following benefits:

- (a) a casual employee shall earn special leave credits as set out in Article 19.01 and sick leave credits as set out in Article 20.01;
- (b) special leave and sick leave credits earned by a casual employee shall expire at the termination of the casual employee's employment and cannot be carried forward to subsequent periods of casual employment;
- (c) casual employees shall be paid settlement allowance hourly at a rate of three dollars and twenty-two cents (\$3.22) per hour. Effective October 1, 2002, this amount shall increase to three dollars and thirty-six cents (\$3.36). Effective October 1, 2003, this amount shall increase to three dollars and fifty-one cents (\$3.51).

- (d) casual employees shall, in lieu of the benefits of Article 18, be paid vacation pay equal to six percent (6%) of salary (not including allowances), which shall be added to the employee's bi-weekly pay cheque;
- (e) Casual employees shall not be entitled to severance pay at the conclusion of the employee's term and have no right of lay-off or recall. Casual employees, who are hired for a specific period of employment and whose employment ends prior to the completion of that period, shall be entitled to ten (10) days' notice of termination.

53.02 2080 Employees

- (1) Casual employees who, through separate periods of casual employment over a period of two (2) calendar years, have worked more than two thousand, eighty (2,080) hours (2080 employees) shall be paid the higher casual rate of pay set out in Appendix A. All other casual employees shall be paid the lower casual rate of pay.
- (2) 2080 employees, upon working four thousand, one hundred and sixty hours (4,160) hours, shall be entitled to be paid vacation pay equal to eight percent (8%) of salary (not including allowances), which shall be added to the employee's bi-weekly pay cheque.
- (3) 2080 employees shall be entitled to carry forward special and sick leave credits into successive periods of employment.
- (4) 2080 employees shall be entitled to priority hiring for any positions with the Employer for which they are qualified and for which they apply. If a 2080 employee is hired into a permanent position, he shall be given credit for all casual hours he has worked over the past two (2) calendar years for the purposes of seniority. This does not affect the application of Article 18.08.
- (5) A casual employee who has not worked for the Employer for a period of twelve (12) months shall, if rehired as a casual employee, be paid at the lower casual rate of pay set out in Appendix A.

53.03 Casual employees shall be provided with summer and winter coveralls as required. These coveralls shall remain the property of the Employer and shall be returned to the Employer at the termination of the casual employee's employment.

53.04 Casual employees and 2080 employees who are engaged as Apprentices shall be paid the appropriate apprenticeship rate pursuant to Article 46 or the appropriate casual rate of pay, whichever is greater.

53.05 Casual employees shall not accumulated seniority.

53.06 The provisions of Article 53 supersede all other provisions of this Agreement.



**ARTICLE 54**  
**DURATION AND RENEWAL**

- 54.01 The term of this Agreement shall be from October 1<sup>st</sup>, 2001, to September 30<sup>th</sup>, 2004.
- 54.02 Notwithstanding the preceding, the provisions of this Agreement, including the provisions for the adjustments of disputes in Article 35, 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 have been met.
- 54.03 Within four (4) months preceding the termination of this Agreement, either party may, by written notice, require the other party to commence bargaining collectively to renew or revise this Agreement in accordance with Section 49 of the Canada Labour Code.
- 54.04 Where notice to commence collective bargaining has been given under Clause 54.03, 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, which was in force on the day on which notice was given until a new collective agreement has been entered into or until the requirements of section 89(1) (a) to (d) of the Canada Labour Code have been met.

**APPENDIX 'A'**  
**RATES OF PAY**

**Effective October 1, 2001**

**Administration**

Clerk Typist	\$ 16.63
Tenant Relations Officer	\$ 20.38

**Maintenance**

Foreman	\$ 29.12
Carpenter	\$ 25.84
Housing Maintainer	\$ 22.68
Plumber/Oil Burner Mechanic	\$26.52

**Casual Employees**

\$13.81
\$ 16.02*

\*See Article 53.02

All permanent and 2080 employees who are assigned by the Employer to work on specific Maintenance and Improvement projects shall receive an additional payment of sixty cents (\$0.60) per hour for all hours worked for the duration of that project.

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**Effective October 1, 2002**

**Administration**

Clerk Typist	\$ 17.48
Tenant Relations Officer	\$ 21.23

**Maintenance**

Foreman	\$ 29.97
Carpenter	\$ 26.69
Housing Maintainer	\$ 23.53
Plumber/Oil Burner Mechanic	\$ 27.37

**Casual Employees**

\$ 14.66
\$ 16.87*

\*See Article 53.02

All permanent and 2080 employees who are assigned by the Employer to work on specific Maintenance and Improvement projects shall receive an additional payment of sixty cents (\$0.60) per hour for all hours worked for the duration of that project.

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**Effective October 1 2003**

**Administration**

Clerk Typist	\$ 18.38
Tenant Relations Officer	\$ 22.13

**Maintenance**

Foreman	\$ 30.87
Carpenter	\$ 27.59
Housing Maintainer	\$ 24.43
Plumber/Oil Burner Mechanic	\$ 28.27

**Casual Employees**

\$ 15.56
\$ 17.77*

\*See Article 53.02

All permanent and 2080 employees who are assigned by the Employer to work on specific Maintenance and Improvement projects shall receive an additional payment of sixty cents (\$0.60) per hour for all hours worked for the duration of that project.

**SIGNED** this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

On behalf of the  
DELINE HOUSING ASSOCIATION  
CANADA

On behalf of the  
PUBLIC SERVICE ALLIANCE OF

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