

COLLECTIVE AGREEMENT

BETWEEN

THE COPPERMINE HOUSING ASSOCIATION

AND

THE PUBLIC SERVICE ALLIANCE OF CANADA

AS REPRESENTED BY ITS AGENT

**THE UNION OF NORTHERN WORKERS
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Numerical Index

Article/Subject	Page
1 Purpose of Collective Agreement	1
2 Definitions	1
3 Recognition	10
4 Application	11
5 Future Legislation	12
6 Managerial Rights	13
7 Strikes and Lockouts	14
8 Restriction on Outside Employment	15
9 Employer Directives	16
10 Union Access to Employer Premises	16
11 Appointment of Representatives	17
12 Time off for Union Business	17
13 Check-off	20
14 Information	22
15 Provision of Bulletin Board Space and Other Facilities	23
16 Seniority	24
17 Designated Paid Holidays	24
18 Leave - General	28
19 Vacation Leave	29
20 Special Leave	37
21 Sick Leave	40
22 Other Types of Leave	43
23 Hours of Work	50
24 Overtime	51
25 Pay	53
26 Pay for Travel on Behalf of Employer	63

27	Duty Travel	65
28	Education and Training	65
29	Classification	66
30	Statement of Duties	67
31	Vacancies, Job Posting, Promotions, and Transfers	67
32	Employee Performance Review and Employee Files	69
33	Grievance Procedure	71
34	Arbitration Procedure	74
35	Suspension and Discipline	76
36	Civil Liability	77
37	Labour/Management Committee	78
38	Safety and Health	85
39	Trades	86
40	Tools	88
41	Apprentices and Trainees	88
42	Personal Use of Property and Equipment	90
43	Present Conditions and Benefits	90
44	Technological Change	91
45	Contracting Out	92
46	Lay-off and Job Security	92
47	Allowances	94
48	Re-opener of Agreement and Mutual Discussions	96
49	Duration and Renewal	97
	Schedule A - Rates of Pay	99

Alphabetical Index

<u>Subject</u>	<u>Article</u>	<u>Page</u>
Allowances	47	94
Application	4	11
Appointment of Representatives	11	17
Apprentices and Trainees	41	88
Arbitration Procedure	34	74
Check-off	13	20
Civil Liability	36	77
Classification	29	66
Contracting Out	45	92
Definitions	2	1
Designated Paid Holidays	17	24
Duration and Renewal	49	97
Duty Travel	27	65
Education and Training	28	65
Employee Performance Review and Employee Files	32	69
Employer Directives	9	16
Future Legislation	5	12
Grievance Procedure	33	71
Hours of Work	23	50

Information	14	22
Labour/Management Committee	37	78
Lay-off and Job Security	46	92
Leave - General	18	28
Managerial Rights	6	13
Other Types of Leave	22	43
Overtime	24	51
Pay	25	53
Pay for Travel on Behalf of Employer	26	63
Personal Use of Property and Equipment	42	90
Present Conditions and Benefits	43	90
Provision of Bulletin Board Space and Other Facilities	15	23
Purpose of Collective Agreement	1	1
Re-opener of Agreement and Mutual Discussions	48	96
Recognition	3	10
Restriction on Outside Employment	8	15
Safety and Health	38	85
Schedule A - Rates of Pay		99
Seniority	16	24
Sick Leave	21	40
Special Leave	20	37
Statement of Duties	30	67
Strikes and Lockouts	7	14

Suspension and Discipline	35	76
Technological Change	44	91
Time Off for Union Business	12	17
Tools	40	88
Trades	39	86
Vacancies, Job Posting, Promotions, and Transfers	31	67
Vacation Leave	19	29

ARTICLE 1

PURPOSE OF COLLECTIVE 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 Collective Agreement and to ensure that all reasonable measures are provided for the safety and occupational health of the employees.
- 1.02 The parties to the Collective Agreement share a desire to improve the quality, to promote well-being and increase the productivity of the employees to the end that the Coppermine Housing Association will be efficiently served. Accordingly the parties are determined to establish, within the frame work 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) Anniversary date refers to the anniversary of the employee's first date of continuous employment and such date shall be designated as the date when an employee may be entitled to move across the pay level to the next increment subject to a satisfactory performance appraisal.
 - (d) "Bargaining Unit" means all employees of the Employer except the Secretary Manager.
 - (e) Board refers to a Coppermine Housing Association Board of Directors.

- (f) "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 to his original date of hire.
- (g) "Committee" means the Labour/Management Committee.
- (h) A "common-law spouse" relationship is said to exist when, for a continuous period of at least one (1) year, an employee has lived with a person, and intends to continue to live with that person as if that person were their spouse.
- (i) (i) "Continuous Employment" and "Continuous Service" means uninterrupted employment with the Coppermine Housing Association;
- (ii) With reference to re-appointment from a lay-off his employment in the position held by him at the time of lay-off, and his employment in the position to which he is appointed following lay-off shall constitute continuous employment;

- (j) "Day of Rest" in relation to an employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of his position other than by reason of his being on leave of absence.
- (k) "Demotion" means the appointment of an employee for reasons of misconduct, incompetence, or at the employees own request, to a new position for which the maximum pay is less than that of his former position.
- (l) "Dependant" means a person who is the employee's spouse (including common-law), child, step-child, adopted child, foster child who is under twenty-one years of age and dependent on him/her for support or being twenty-one years of age or more and dependant upon him/her 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/her for support by reason of mental or physical infirmity.
- (m) Division refers to either Maintenance section or Administration section of the Coppermine Housing Association.
- (n) "Employee" means a person employed by the Coppermine Housing Association and includes:

- (i) A person who has not been appointed to an indeterminate position but who has been employed as a casual;
- (ii) full time Employee means a person employed on a continuing basis for an indeterminate time or a person employed in a position designated as One Person Year;
- (iii) part-time employee means a person employed on a continuing basis for less than a standard work day, week, or month: or a person employed in a position designated as One-half Person Year;
- (iv) seasonal employee means a person employed in work of a seasonal nature, which is not continuous throughout the year;
- (v) term position means a position that shall not extend beyond two (2) years. Should the Employer wish a term position to extend beyond a period of two (2) years, that position must become a regular position which must be offered to the incumbent of the term position, and his or her seniority date shall be the initial date of hire into his or her term position.

- (o) "Employer" means the Coppermine Housing Association Board of Directors.
- (p) "Fiscal Year" means the period of time from April 1, in one year to March 31, in the following year.
- (q) "Grievance" means a complaint in writing that an employee, group of employees, or the Union submits to the Employer, to be processed through the grievance procedure.
- (r) "Headquarters" when modified by the word "employee" means the settlement of Coppermine, N.W.T. in which the employee's position is located.
- (s) "Holiday" means the twenty-four (24) hour period commencing at 12:01 A.M. of the day designated as a paid holiday in this Collective Agreement.
- (t) "Lay-off" means an employee whose employment has been terminated because of lack of work, or because of the discontinuance of a function, and who is suitable for continued employment with the Coppermine Housing Association.
- (u) "Leave of Absence" means absence from duty with the Employer's permission.

- (v) May shall be regarded as permissive and shall and will as imperative.
- (w) "Membership Fees" means the fees established pursuant to the By-Laws of the Union as the fees payable by the members of the Bargaining Unit, and shall not include any initiation fee, or insurance premium.
- (x) "Overtime" means work performed by an employee in excess of or outside of his regularly scheduled hours of work.
- (y) "Probation" means a period of six (6) months from the day upon which an employee reports to work for the Coppermine Housing Association, or a period of four (4) months after an employee has been transferred or promoted. The termination of an employee during his six (6) month probationary period shall not be the subject of a grievance. If an employee does not successfully complete his four (4) month 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.

- (z) "Promotion" means the appointment of an employee to a new position, the maximum rate of pay of which exceeds that of his former position by at least:
 - (i) The minimum increment in the new position; or
 - (ii) 4 percent of the maximum rate of pay of the former position where the new position has only one rate of pay.
- (aa) "Rates of Pay"
 - (i) "weekly rate of pay" means an employee's annual salary divided by 52.176;
 - (ii) "bi-weekly rate of pay" means an employee's annual salary divided by 26.088;
 - (iii) "monthly rate of pay" means an employee's annual salary divided by 12;
 - (iv) "bi-monthly rate of pay" means an employee's annual salary divided by 24;
 - (v) "daily rate of pay" means an employee's weekly rate of pay divided by five (5);

- (vi) "hourly rate of pay" means an employee's daily rate of pay divided by his regularly scheduled daily hours of work, or where an employee is paid by the hour, the rate of pay established by the Employer for his part-time employment.
- (bb) "Representative" means an employee who has been elected or appointed as an area steward or who represents the Union at meetings with management and who is authorized to represent the Union.
- (cc) "Secretary/Manager" means an employee who acts as Secretary to the Board and who is responsible for planning, organizing, coordinating, directing and controlling the use of human resources, material and money.
- (dd) "Seniority" means length of service with the Employer.
- (ee) "Transfer" means the appointment of an employee to a new position, that does not constitute a promotion or demotion.
- (ff) "Union" means the Public Service Alliance of Canada as represented by its agent the Union of Northern Workers.

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

2.02 Except **as** otherwise provided in this Agreement, expressions used in this Agreement:

(a) If defined in the Interpretation Act, but not defined elsewhere in this Agreement shall 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.

ARTICLE 3

RECOGNITION

3.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees in the Bargaining Unit.

DISCRIMINATION

- 3.02 The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee by reason of age, sex, race, creed, colour, national origin, political or religious affiliation, nor by reason of union membership or activity. The Affirmative Action Policy now in place shall not be considered to be a discriminatory act.
- 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 Collective Agreement apply to the Union, the employees, and the Employer.
- 4.02 Except as provided otherwise, part time Employees shall be entitled to all eligible benefits provided under this Collective Agreement in the same proportion as their weekly hours of work compared to the standard work week.

- 4.03 Feminine, masculine, singular and plural pronouns used in this Collective Agreement shall be interchangeable in the interpretation of this Collective Agreement except where specifically precluded by the context.
- 4.04 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 within sixty (60) days of signing of this Collective Agreement.

ARTICLE 5

FUTURE LEGISLATION

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

CONFLICT OF PROVISIONS

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

ARTICLE 6

MANAGERIAL RIGHTS

- 6.01 The Employer reserves all rights not specifically restricted or abrogated by the provisions of this Collective Agreement.
- 6.02 Without limiting the generality of the foregoing, the Union acknowledges that it shall be the exclusive right of the Employer to operate and manage its business, including the right to:
- (a) Maintain order, discipline and efficiency:
 - (b) make, alter and enforce, from time to time, rules and regulations to be observed by an employee which are not in conflict with any provision of this Collective Agreement:

- (c) direct the working force and to create new classifications and work units and to determine the number of employees, if any, needed from time to time in any work unit or classification and to determine whether or not a position, work unit, or classification will be continued or declared redundant:
 - (d) hire, promote, transfer, lay-off and recall; and
 - (e) demote, discipline, suspend or discharge for just cause.
- 6.03 Management shall exercise its rights in a manner which is fair, reasonable and consistent with the terms of this Collective Agreement.

ARTICLE 7

STRIKES AND LOCKOUTS

- 7.01 There shall be no lockout by the Employer and no work interruption or impeding of work, work stoppage, strike, sit-down, slow-down, or any other interference with production by any employee or employees during the term of this Collective Agreement.

- 7.02 No employee shall be required to cross any picket line at a place of work. No employee shall suffer a loss of pay or benefits as a result of a refusal to cross any picket line at a place of work.

ARTICLE 8

RESTRICTION ON OUTSIDE EMPLOYMENT

- 8.01 When an employee wishes to carry on any business or employment outside his regularly scheduled hours of duty he shall notify the Employer in writing of the nature of such business or employment.

When the Employer desires to prohibit an employee's engagement in business or employment in business outside his regularly scheduled hours of duty, such employee will be notified in writing together with the reason for withholding such permission.

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

- (a) A conflict of duties may develop between an employee's regular work and his outside interest; and

- (b) certain knowledge and information available only to the Coppermine Housing Association personnel place the individual in a position where he can exploit the knowledge or information for personal gain.

ARTICLE 9

EMPLOYER DIRECTIVES

- 9.01 The Employer shall provide the Union with a copy of all Personnel Directives. Where the Employer proposes to issue a Personnel Directive which is intended to clarify the interpretation or application of this Collective Agreement, the Employer shall first discuss the content of the directive with the Union.

ARTICLE 10

UNION ACCESS TO EMPLOYER PREMISES

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

ARTICLE 11

APPOINTMENT OF REPRESENTATIVES

- 11.01 The Employer acknowledges the right of the Union to appoint employees as representatives. The Union will provide the Employer with the names of all representatives verbally as soon as possible and in writing within thirty (30) days of each appointment.
- 11.02 The Employer shall permit access to its work premises of an accredited representative of the Union.

ARTICLE 12

TIME OFF FOR UNION BUSINESS

EMPLOYEE ORGANIZATION EXECUTIVE COUNCIL MEETINGS, CONGRESS AND CONVENTIONS

- 12.01 Where operational requirements permit the Employer will grant reasonable leave without pay to a reasonable number of employees to attend executive council meetings and conventions of the Alliance.

REPRESENTATIVE TRAINING COURSE

- 12.02 Where operational requirements permit the Employer will grant reasonable leave without pay to employees who exercise the authority of a Representative on behalf of the Union to undertake training related to the duties of a Representative.

TIME FOR REPRESENTATIVE

- 12.03 (a) A Representative shall obtain the permission of the Secretary Manager 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. Such permission shall not be unreasonably withheld.
- (b) The Representative shall make every reasonable effort to report back to the Secretary Manager before resuming his normal duties.
- 12.04 Where operational requirements permit the Employer will grant leave without pay for one (1) employee:
- (a) To participate as a delegate to constitutional conferences or other similar forums mandated by territorial legislation: and

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

CONTRACT NEGOTIATIONS IN

- 12.05 When operational requirements permit, the Employer will grant leave with pay for two (2) employees for the purpose of attending contract negotiations on behalf of the Union for the duration of such negotiations.

LEAVE FOR ELECTED OFFICERS

- 12.06 Employees elected to the positions of President, 1st Vice President, 2nd Vice President, Regional Vice President of the Union of Northern Workers, or P.S.A.C. National Director for the North shall be granted a leave of absence for the term of office. The employee's seniority shall be maintained but will not accrue during the leave of absence. At the conclusion of the leave of absence, the employee will return to the same or a comparable position to that which he held at the commencement of the leave. Sick leave credits earned prior to the leave will be credited to the employee and other applicable benefits will be re-instituted with the Employer.

- 12.07 Upon reasonable notification, the Employer shall grant leave without pay to a Union representative seconded for a minimum period of one week to serve as President of the Union on a temporary basis.

ARTICLE 13

CHECK OFF

- 13.01 Effective the first of the month following the signing of this Agreement, the Employer will, as a condition of employment, deduct an amount equal to the amount of membership dues from the pay of all employees in the Bargaining Unit.
- 13.02 The Union shall inform the Employer in writing of the authorized deduction to be checked off for each employee within the Bargaining Unit.
- 13.03 For the purpose of applying Clause 13.01, deductions from pay for each employee will occur on a bi-weekly basis.
- 13.04 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.

- 13.05 The amounts deducted in accordance with Clause 13.01 shall be remitted to the Comptroller of the Alliance by cheque within a reasonable period of time after the deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on his behalf.
- 13.06 The Employer may agree to make deductions for other purposes on the basis of the production of appropriate documentation.
- 13.07 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this article except for any claim or liability arising out of an error committed by the Employer.
- 13.08 The Employer agrees to identify annually on each employee's T-4 slip the total amount of Union dues deducted for the preceding year.
- 13.09 Membership in the Union shall be voluntary.

ARTICLE 14

INFORMATION

14.01 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 the employees name, address, job title, employment status, rate of pay, and social insurance number.

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

14.02 The Employer shall make available to each employee a copy of the Collective Agreement.

14.03 The Employer agrees to make available to each new member of the Bargaining Unit a copy of the Collective Agreement upon his appointment.

14.04 The Employer shall provide the Union with a report of all newly created positions, including those excluded from the bargaining unit.

ARTICLE 15

PROVISION OF BULLETIN BOARD SPACE AND OTHER FACILITIES

- 15.01 The Employer shall provide bulletin board space in the Coppermine Housing Association Shop clearly identified for the exclusive use of the Union.
- 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 course to make a presentation of up to *fifteen* (15) minutes. There shall be no disciplinary action taken against the employees if the orientation exceeds fifteen (15) minutes. The representative of the Union shall be granted leave with pay.

ARTICLE 16

SENIORITY

- 16.01 Seniority is defined as the length of service with the Employer, and shall be applied on a bargaining unit wide basis.
- 16.02 A newly hired employee shall be on probation for a period of six (6) months. An employee shall be on probation for a period of four (4) months when an employee has been promoted or transferred. During the probationary period, the employee shall be entitled to all rights and benefits of this agreement, except that, the termination of an employee during his six (6) month probation period shall not be the subject of a grievance.
- 16.03 The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. The seniority list shall be kept up-to-date, a copy of which shall be posted on the bulletin board, and shall be sent to the Union every six months.

ARTICLE 17

DESIGNATED PAID HOLIDAYS

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

- (a) New Year's Day;
- (b) Good Friday;
- (c) Easter Monday;
- (d) the day fixed by proclamation of the Governor in Council for the celebration of the Birthday of the Sovereign;
- (e) Dominion Day;
- (f) the first Monday in August, or another day fixed by Order of the Commissioner;
- (g) Labour Day;
- (h) the day fixed by Order of the Commissioner as a general day of Thanksgiving;
- (i) Remembrance Day;
- (j) Christmas Day;
- (k) Boxing Day;
- (l) Hamlet Day

- (m) one additional day when proclaimed by an act of parliament as a national holiday, and any special day proclaimed by the Government of Canada, the Commissioner of the N.W.T..

17.02 The above days designated as holidays do not apply to an employee who is absent without pay on both the working day immediately preceding and the working day following the designated paid holiday.

HOLIDAY FALLING ON A DAY OF REST

17.03 When a day designated as a holiday under Clause 17.01 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.

17.04 When a day designated as a holiday for an employee is moved to another day under the provisions of Clause 17.03:

- (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.

- 17.05 An employee who is required to work on a Designated Paid Holiday as part of his/her regularly scheduled hours of duty or as overtime when he/she is not scheduled to work he/she shall be paid in addition to the pay that he/she would have been granted had he/she not worked on the holiday:
- (a) One and one half (1&1/2) times his/her hourly rate for the first four (4) hours; and
 - (b) for all remaining hours two (2) times the hourly rate;
 - (c) or shall be given a holiday and pay at some other time convenient to him/her and the Employer that is not later than his next annual vacation or the termination of his employment, whichever occurs first.
- 17.06 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.
- 17.07 An Employee who is not required to work on a general holiday shall not be required to work on another day that would otherwise be a non-working day in the week in which the holiday occurs, unless he is paid at a rate at least equal to double his regular rate of wages for the time worked by him on that day.

ARTICLE 18

LEAVE - GENERAL

- 18.01 During the month of May in each year the Employer shall inform each employee of the Coppermine Housing Association the balance of his special, sick and vacation leave credits as of the 31st day of March.
- 18.02 When the Employer rejects an employee's application for leave, the reasons for the rejection shall be provided to the employee in writing.
- 18.03 An employee's request for any leave shall be responded to by the Secretary Manager, or designate, as soon as the Secretary Manager, or designate, can practically do so. But, in any case shall be responded to within two (2) weeks of application being received.
- 18.04 If, at the end of the fiscal year, the employee's entitlement to Vacation Leave with pay includes a fractional entitlement of less or more than one half day, the entitlement shall be increased as follows:
- (a) To a half day if the fractional entitlement is less than one-half day;
 - (b) to a full day if the fractional entitlement is more than one-half day.

- 18.05 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.
- 18.06 The Employer shall ensure that current and accurate leave and attendance records are maintained on all employees.

ARTICLE 19

VACATION LEAVE

ACCUMULATION OF VACATION LEAVE

- 19.01 (1) For each month of a fiscal year in which an employee receives ten (10) days pay, he shall earn Vacation Leave at the following rates:
- (a) One and one-quarter (1 $\frac{1}{4}$) days each month until the month in which the anniversary of the second (2nd) year of continuous service is completed: thereafter,
 - (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;

- (c) two and one-twelfth (2 1/12) days each month commencing in the month after completion of thirteen (13) years of continuous service.
 - (d) two and one-half (2½) days each month commencing in the month after completion of eighteen (18) years of continuous service.
- (2) The accumulated service for part-time employees shall be counted for the improved vacation leave entitlements in paragraphs (b), (c) and (d) above.

GRANTING OF VACATION LEAVE

- 19.02 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 report for work after he has proceeded on vacation leave;
 - (c) grant the employee his vacation leave during the fiscal year in which it is earned at a time specified by him;

- (d) grant the employee vacation leave for at least up to five (5) consecutive weeks depending upon his vacation entitlements when so requested by the employee;
- (e) to grant the employee his vacation leave when specified by the employee providing that the employee gives the Employer two (2) weeks advance notice;
- (f) 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.

19.03 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.

19.04 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, additional vacation leave days earned but not used shall be granted to the employee. In the event that the employee does not have any earned vacation days remaining, he shall be granted leave without pay.

19.05 Due to emergency operational requirements the Employer may alter an employees vacation period unless.

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

CARRY OVER PROVISIONS

- 19.06 Employees are not permitted to carry over more vacation credits than can be earned in one (1) fiscal year. Vacation leave credits exceeding a one (1) year entitlement will be liquidated in cash in the month of May. The Employer shall liquidate in cash any unused vacation credits if an employee requests this option after the completion of fiscal year end, March 31, payment may be made during the month of May.

LEAVE WHEN EMPLOYMENT TERMINATES

- 19.07 Where an employee dies or otherwise terminates his employment:
- (a) The employee or his estate shall, in lieu of earned but unused vacation leave, be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave by the daily rate of pay applicable to the employee immediately prior to the termination of his employment; or
 - (b) the Employer shall grant the employee at their request any vacation leave earned but not used by him before the employment is terminated by lay-off.
- 19.08 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.

VACATION TRAVEL ASSISTANCE

19.09 For full-time, part-time and term employees to receive vacation travel assistance, the following must be adhered to:

- (1) Employees who have completed six (6) months of continuous employment are entitled to one (1) Vacation Travel Assistance each fiscal year.
- (2) Effective April 1, 1996, Employees who have completed ten (10) years of continuous employment are entitled to two (2) Vacation Travel Assistances each fiscal year. The second Vacation Travel Assistance is modified and described under 19.11.
- (3) Each employee must, declare in a notarized statement the dependant status and that this benefit is not provided to the employee's dependants by the Commissioner or by another Employer.

- (4) Employees are entitled to Vacation Travel Assistance under 19.09 (1) for their dependants, two years of age or older, as defined in Article 2.01 (l).
- (5) An employee applying for Vacation Travel Assistance must provide proof that at least one (1) day of vacation leave has been approved.
- (6) Vacation Travel Assistance must be paid in the year in which it is earned. If an employee's application for vacation leave has been denied by the employer, the employee shall be paid the entitlement to Vacation Travel Assistance within fifteen (15) days or by the next March 31st whichever is latest.
- (7) An employee shall not receive Vacation Travel Assistance, Transportation Allowance and incoming assistance in the same half of any one fiscal year unless that employee is relocated at the request of the Employer.

19.10 The first Vacation Travel Assistance for each person shall be the cash equivalent of a regular economy class return airfare to Yellowknife, Northwest Territories.

- 19.11 The second Vacation Travel Assistance for Employees only, shall be the cash equivalent of the airfare for a seven day return advance booking between Coppermine and Yellowknife, Northwest Territories.

TRAVEL TIME

- 19.12 Every employee who is proceeding on vacation leave and who has requested vacation travel assistance shall have their vacation lengthened by two (2) work days for the purposes of travel time, and monies from these two (2) days shall be paid prior to the Employees vacation period.
- 19.13 An employee's travel time entitlement shall be granted for each vacation travel assistance entitlement provided an equal number of days annual leave are used in conjunction with an application for travel time. In cases where a designated paid holiday falls within the period of annual leave, it shall be considered a day of used leave for determining the entitlement to travel time.
- 19.14 An employee shall not be granted travel time during his first six (6) months of employment with Coppermine Housing Association.

ARTICLE 20

SPECIAL LEAVE

CREDITS

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

- (a) one-half ($\frac{1}{2}$) day for each calendar month in which he received pay for at least ten (10) days, or
- (b) one-quarter ($\frac{1}{4}$) day for each calendar month in which he received pay for less than ten (10) days.

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

20.02 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, step child, foster child, father-in-law, mother-in-law, grandchildren, grandparents, son-in-law, daughter-in-law, brother-in-law, sister-in-law, 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 days:

- (a) When there is a death in the employee's immediate family.
- (2) The Employer shall grant special leave earned with pay for a period of one (1) day:
- (a) When an employee is to be married;
 - (b) 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;
 - (e) 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.

- 20.03 An employee shall **be** entitled to up to fifteen (15) days civic leave without pay, not to be deducted from any leave credits, each year to serve as members of community councils, public boards and committees and to actively participate in sporting events in the Region, Territorial Interprovincial, National and International levels. (This includes the Arctic Winter Games), Search and Rescue activities.
- 20.04 Special leave in excess of five (5) consecutive working days for the purposes enumerated in Clause 20.02 may only be granted with the Employer's approval.
- 20.05 **An** employee shall be granted special leave with pay up to a maximum of one (1) working day on the occasion of the birth of his child. An employee shall be granted special leave with pay up to a maximum of one and one (1) working day on the occasion of the adoption of a child. This leave may be divided into two (2) parts and taken on separate days.

ADVANCE OF CREDITS

- 20.06 Where an employee has insufficient credits to permit the granting of special leave, leave may, at the discretion of the Employer be granted, subject to the conditions and deduction of such advance leave from any special leave credits subsequently earned.

CASUAL LEAVE

- 20.07 Employees may be granted casual leave with pay to a maximum of two hours for medical, dental, legal and school appointments.

ARTICLE 21

SICK LEAVE

CREDITS

- 21.01 An employee shall earn sick leave credits at the rate of one and one-quarter (1 1/4) days for each calendar month for which he receives pay for at least ten (10) days.
- 21.02 Subject to (a) below, and to the remainder of this Article, all absences on account of illness on a normal working day (exclusive of designated holidays) shall be charged against an employee's accumulated sick leave credits.
- (a) There shall be no charge against an employee's sick leave credits when the absence on account of illness is less than one-half day and the employee has been on duty for at least two (2) hours.

- 21.03 Where leave of absence without pay is authorized for any reason, or an employee is laid-off 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.
- 21.04 In circumstances where sick leave would be authorized but the employee has insufficient or no sick leave credits, he shall be granted at the discretion of the Employer, sick leave in advance to a limit of ten (10) days. If the employee dies, or is laid off before authorized unearned sick leave has been liquidated, no recovery shall be made from the employee's estate.
- 21.05 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, in accordance with Article 21.02.
- 21.06 (1) Employees will be eligible for paid sick leave providing he reports the sickness within two (2) hours of having to report to work to the Secretary/Manager or his designate.

- (2) Employees are required to produce a certificate from a qualified medical practitioner after being absent from work for three (3) consecutive days due to illness; and for each day after a total of nine (9) days sick leave has been taken in one fiscal year, certifying that such employee is unable to carry out his/her duties due to illness.
- (3) Employees must sign a statement for any sick leave claimed, stating that because of illness or injury, he was unable to perform his duties.
- (4) All sick leave shall be approved by the Secretary/Manager or his designate.
- (5) Sick leave cannot be converted to any other kind of leave or pay.
- (6) Employees are not eligible for sick leave with pay for any period during which he is on leave of absence without pay or under suspension.

TRANSPORTATION TO A MEDICAL CENTRE

- 21.07 All employees shall be entitled to medical transportation benefits equivalent to those that are provided by the Government of the Northwest Territories and Health and Welfare Canada.

TRAVEL TIME

- 21.08 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 one (1) day or the actual time taken to travel from his post to a point of departure and return upon the production of a medical certificate.

ARTICLE 22

OTHER TYPES OF LEAVE

COURT LEAVE

- 22.01 Leave of absence with pay shall be given to every employee, other than an employee on leave of absence without pay or under suspension, who is required:
- (a) To serve on a jury, or jury selection process; or
 - (b) by subpoena or summons to attend as a witness in any court proceeding.

INJURY ON DUTY LEAVE

- 22.02 (1) An employee shall be granted injury-on-duty leave with pay for such reasonable period as may be determined by the Employer where it is determined by a Workers' Compensation Board that he is unable to perform his duties because of:
- (a) Personal injury accidentally received in the performance of his duties and not caused by the employee's wilful misconduct:
 - (b) Sickness resulting from the nature of his employment; or
 - (c) Over-exposure to radio activity or other hazardous conditions in the course of his employment.
- (2) If the employee agrees to pay the Coppermine Housing Association any amount received by him for loss of wages in settlement of any claim he may have in respect of such injury, sickness or exposure provided, however, that such amount does not stem from a personal disability policy for which the employee or his agent has paid the premium.

- (3) 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.

PREGNANCY OR PARENTAL LEAVE

- 22.03 (a) An employee, or employees spouse who becomes pregnant, shall notify the Employer of her pregnancy at least 15 weeks prior to the expected date of termination of her pregnancy: and, subject to (b) (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.
- (b) The Employer shall:
 - (i) 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;
 - (ii) grant maternity leave without pay to an employee to commence earlier than eleven (11) weeks before the expected termination of the pregnancy.

- (c) The Employer may where pregnancy or parental leave without pay is requested, require an employee to submit a medical certificate certifying pregnancy.
- (d) Leave granted under this Clause shall **be** counted for the calculation of "continuous employment" for the purpose of calculating severance pay.
- (e) After completion of six (6) months continuous employment, an employee who provides the Employer with proof that she has applied for, is serving the U.I. waiting period or is in receipt of unemployment insurance benefits pursuant to Section 18 or 20 of the Unemployment Insurance Act, shall be paid a pregnancy or parental leave allowance.
- (f) An applicant under Clause 22.03(e) shall sign an agreement with the Employer providing:
 - (i) That she will return to work and remain in the Employer's employ for a period of at least six (6) months after her return to work:
 - (ii) that she will return to work on the date of the expiry of her pregnancy or parental leave, unless this date is modified with the Employer's consent.

- (g) Should the employee fail to return to work as per the provisions of Clause 22.03(e), the employee recognizes that she is indebted to the Employer for the amount of pregnancy or parental leave allowance received.
- (h) In respect of the period of pregnancy or parental leave, payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:
 - (i) For the first two (2) weeks, payments equivalent to ninety-three percent (93%) of her weekly rate of pay; and
 - (ii) For the period during which unemployment insurance benefits are received, payments equivalent to the difference between the employee's weekly unemployment insurance benefit rate and ninety-three percent (93%) of her weekly rate of pay;
- (i) (i) For a full-time employee the weekly rate of pay referred to in Clause 23.03 (h), shall be the weekly rate of pay to which she is entitled as of the day immediately preceding the commencement of the pregnancy or parental leave;

- (ii) For a part-time employee the weekly rate of pay referred to in Clause 23.03 (h), shall be the prorated weekly rate of pay to which she is entitled. This amount of entitlement shall be determined by averaging the employee's weekly earnings over a period of six (6) months continuous employment immediately preceding the commencement of the pregnancy or parental leave.
- (j) Where an employee becomes eligible for an annual increment or pay raise during the period of maternity leave, payments under Clause 22.03(h) shall be adjusted accordingly.
- (k) The employee has no vested right to this allowance except for supplementation of U.I. benefits as provided in this Article.
- (l) Payments in respect of any other remuneration or severance pay benefits are not reduced or increased by payments received under this Article.
- (m) The Employer will inform the Canada Employment and Immigration Commission of any changes in this Article within thirty (30) days of the effective date of the change.

- (n) 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.
- (o) An employee shall be eligible for sick leave and/or group insurance benefits in the event that illness or disabilities arise related to pregnancy.

ADOPTION LEAVE

- 22.04 An employee shall be granted leave with pay, maternity leave with pay or parental leave when the child they are adopting is six (6) months old or less.

An employee shall be granted leave without pay for parental leave when the child they are adopting is older than **six** (6) months.

22.05 **RELOCATION OF SPOUSE**

At the request of an employee, leave without pay for a period of one (1) year shall be granted to an employee whose spouse is permanently relocated and up to two (2) years whose spouse is temporarily relocated. The Association may, in this circumstance, fill this vacancy

created by means of a term position equivalent to the length of the period requested.

ARTICLE 23

HOURS OF WORK

- 23.01 A work week is Monday to Friday inclusive. The normal hours of work for office staff shall be 37.5 hours per week between 08:30 and 17:00 and for trades employees hours of work shall be 40 hours per week between 09:00 and 18:00, inclusive of a one (1) hour lunch period.
- 23.02 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.
- 23.03 In the event that an employee is unable to take his or her 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.
- 23.04 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 24

OVERTIME

24.01 In this Article:

- (a) "Overtime" means the work performed by an employee in excess of his regularly scheduled hours of work.
- (b) "Straight time" 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.

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

24.03 When an employee is required or permitted to work in excess of the standard hours of work, he shall be paid for overtime at a range of wages no less than one and one-half times his regular rate.

Double time shall be paid for all hours of overtime worked after the first four consecutive hours of overtime and for all hour worked on a second or subsequent day of rest, provided the days of rest are consecutive.

- 24.04 When overtime compensation is paid, the pay statement shall indicate the pay period, rate of overtime, and the number of overtime hours.
- 24.05 If an employee is required to work overtime, is called out, or is required to report to work as reporting pay, and they remain past 11:00 p.m. and provided that they have worked a minimum of four (4) hours, they shall not be required to report to work the following morning. For this time employees will be granted lieu time with no notice required.
- 24.06 (a) The Coppermine Housing Association, under the terms of the Management Agreement, have agreed to administer and maintain social housing within the parameters of a budget provided by the Northwest Territories Housing Corporation.
- (b) Because of budget restraints, employees of the Coppermine Housing Association will work overtime only when absolutely necessary or in the case of emergencies and must have prior authorization in writing. Only overtime claimed in the case of emergencies, where prior authorization was not possible, will be approved at the discretion of the Employer.

- (c) Emergencies are defined as a breakdown or interruption in essential services which endangers the health and/or safety of the tenants.
- 24.07 For Maintenance employees, only hours worked in excess of eight (8) in one day and forty (40) hours per week, will be considered as overtime.
- 24.08 Accumulated overtime for purposes of lieu time shall not exceed the maximum limit of one (1) week.
- 24.09 All overtime will be authorized on an Overtime Authorization Form approved by the Employer. The Secretary/Manager will authorize overtime for Administration employees and the Foreman; the Foreman will authorize overtime for the Maintenance employees; and, the Employer will authorize overtime for the Secretary/Manager. Subsequently, all overtime must be approved by the Employer.

ARTICLE 25

PAY

- 25.01 Employees are entitled to be paid for services rendered for the position to which they are appointed and at the pay rates specified in the attached Appendices.

- 25.02 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.
- 25.03 Employees who have earned overtime compensation in addition to their regular pay, shall at the employees request, bank this time at overtime rates and take it as lieu time. Employees, at their request, may have the banked overtime paid out in cash.

ACTING PAY

- 25.04 (a) 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 calculated from the date on which he commenced to act as if he had been appointed to that higher classification level for the period in which he acts.
- (b) When a day designated as a paid holiday occurs on a day when the employee would otherwise be performing duties on an acting basis, the holiday shall be considered as a day worked for purposes of acting pay.

SALARY INCREASES

- 25.05 (1) The Employer agrees to pay the negotiated salary increases to every employee not later than the month following the month in which this Collective Agreement is signed and not later than the month following the month in which any subsequent salary increases become effective.
- (2) The Employer agrees to pay any retroactive remuneration for salary increases, overtime, acting pay and allowances not later than two months following the month in which the Collective Agreement is signed.
- 25.06 When an employee is appointed to a new position he shall be paid:
- (a) If the appointment constitutes a promotion as defined in Article 2.01 (aa) an increase in salary that is nearest to but not less than the difference between Step 1 and Step 2 of the new pay range. Increment dates will remain unchanged except where the employee receiving the promotion is at the maximum of his salary scale, prior to promotion in which case, his new salary scale will be one year from his date of promotion, and
- (b) (i) if the appointment constitutes a transfer, at the rate nearest to, but not less than his former rate of pay; or

(ii) where the employee agrees to accept a transfer to a position, the maximum rate of pay of which is less than his present rate of pay. The employee will continue to receive his normal rate of pay, which will be red circled. When the maximum rate of pay of his new position exceeds the red circled amount, he shall then follow the pay scale for the new position at the maximum amount.

(c) If the appointment is as a result of the employee's successful application for a position, the maximum rate of pay of which is equal to or less than that of the employee's present position, the employee shall be paid at their present rate of pay.

25.07 Where a salary increment and salary revision are effective on the same date, the salary increment shall be applied first and the resulting rate shall be revised in accordance with the salary revision.

- 25.08 (1) Notwithstanding the provisions of Clause 25.01 when a position is converted or, where as a result of audit or review, a converted position is found to be over-classified and the maximum salary payable in the new range is less than the maximum salary of the incumbent of that position, he shall be paid as the present incumbent of that position in a holding range which will permit him to be paid at a salary which will be nearest to and not less than his present maximum salary.
- (2) Where an employee accepts a transfer or training that would put him in a position nearer to the position before it was reclassified, he shall continue to be paid in the holding range.
- (3) For the purposes of this Article, a present incumbent is an employee who, subject to the above provisions, continues to receive the annual and negotiated increases for the range of the position before it was reclassified downwards.
- 25.09 Pay increments shall be granted to employees on their anniversary day of each year, until such time that they have reached the maximum pay level for their position.

25.10 PAY RECOVERY

- (a) Where an employee, through no fault of his own, has been overpaid, the appropriate pay office 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.
- (b) When deductions are made, the Employer shall provide an itemized statement of the purpose and the amount of each deduction.
- (c) If more than two (2) years have passed since the overpayment, there shall be no recovery of the overpayment.

25.11 REPORTING PAY

- (1) Unless the employee is told not to report to work, if an employee reports to work on his regularly scheduled shift and there is a change in his shift assignment he shall be entitled to four (4) hours of work. When no work is available he shall receive compensation of four (4) hours pay at the straight time rate.
- (2) Unless the employee is told not to report to work, if the employee reports to work on his regularly scheduled shift and there is insufficient work available he is entitled to four (4) hours of work. When no work is available he shall receive compensation of four (4) hours pay at the straight time rate.
- (3) If an employee is directed to report for work on a day of rest or on a day designated as a paid holiday, and there is insufficient work available, he shall be entitled to two (2) hours of work at the appropriate overtime rate. When no work is available he shall receive compensation of two (2) hours pay at the appropriate overtime rate.
- (4) If an employee is directed to report for work outside of his regularly scheduled hours, he shall be paid the greater of

- (a) Compensation at the appropriate overtime rate; or
- (b) Compensation equivalent to one (1) hour pay at the straight time rate.

25.12 CALL-BACK PAY

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 added to his next regular pay or compensatory leave, as is desired by the employee.

When employees do return to work on a call-back, and it is found that no work is actually available or performed, the employee shall receive a minimum of one (1) hour of pay at the appropriate overtime rate.

25.13 **STANDBY**

- (1) Where the Employer requires an employee to be available on standby during off-duty hours, an employee shall be entitled to a standby payment of eight dollars (\$8.00) for each eight (8) consecutive hours or portion thereof that he/she is on standby, except on Sundays and designated paid holidays. For any period of standby on a Sunday or a designated paid holiday, he/she shall be paid eleven dollars (\$11.00) for each eight (8) hours or portion thereof that he is required to be on standby status.
- (2) An employee designated by letter or by list for standby duty shall be available during his/her 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.
- (3) No standby payment shall be granted if an employee is unable to report for duty when required.

- (4) 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, subject to a minimum payment of four (4) hours pay at the straight time rate each time he/she reports, except that this minimum shall only apply once during each standby period of eight (8) consecutive hours or portion thereof.
- (5) 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.

25.14 SEVERANCE PAY

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

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

ARTICLE 26

**PAYFORTRAVELONBEHALFOF
EMPLOYER**

- 26.01 (1) Where an employee is required to travel on behalf of the Employer, he shall be paid:
 - (a) When the travel occurs on a regular workday, as though he were at work for all hours travelled:
 - (b) when the travel occurs on a day of rest or designated paid holiday, at straight time rates for all hours travelled.

- (2) For the purpose of this Article, hours travelled includes a one (1) hour check-in at airports, bus depots, or train stations, as well as a one (1) hour check-out period at each overnight stopover and at the final destination. Hours travelled also include time spent waiting for connecting flights, trains or buses, but is exclusive of overnight stopovers.
- (3) The Employer will make every reasonable effort to restrict travel outside of the employee's headquarters that requires absence from home beyond a period which includes two (2) weekends.
- (4) When an employee is absent from home on a designated paid holiday or day of rest and does not work, the employee shall receive equivalent leave with pay to be arranged at a mutually suitable time.
- (5) The above entitlements shall not apply to an apprentice while travelling to or from trade school on a day of rest or designated paid holiday or while in attendance at trade school.

ARTICLE 27

DUTY TRAVEL

- 27.01 Employees travelling on behalf of the Employer shall be reimbursed for reasonable expenses incurred. The Secretary Manager shall determine in each individual case what the reasonable expenses are, prior to the employees departure.

ARTICLE 28

EDUCATION AND TRAINING

- 28.01 Employees will be eligible for employment related courses, and leave with pay to take the courses, upon the employee's request, and upon receiving approval of the Secretary Manager.
- 28.02 Where the employee requests to enrol in personal development courses, the Coppermine Housing Association will reimburse the employee for the costs of such courses upon the employee's successful completion of the courses.

ARTICLE 29

CLASSIFICATION

- 29.01 During the term of this Collective 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 thirty (30) 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.
- 29.02 Where an employee believes that he has been improperly classified with respect to his position or category, group or 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 30

STATEMENT OF DUTIES

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

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

ARTICLE 31

**VACANCIES, JOB POSTING,
PROMOTIONS, AND :RS**

- 31.01 All vacancies for positions that are expected to be of more than six (6) months' duration and every newly-created position shall be posted for a minimum of five (5) 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 within the posting period to the Secretary Manger.
- 31.02 Seniority shall be the governing factor in determining promotions, demotions, 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) months 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.

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

31.04 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.

- 31.05 No employee shall be transferred to another position within the Bargaining Unit without his consent.
- 31.06 New employees shall not be hired when there are employees on lay-off who are qualified to perform the job.
- 31.07 A probationary employee shall be eligible to participate in job competitions in the same manner as non-probationary employees.

ARTICLE 32

EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

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

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

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

32.03 Any document or written statement related to disciplinary action, which may have been placed on the Personnel file of an employee, shall be destroyed after eighteen (18) months has elapsed since the disciplinary action was taken provided that no further disciplinary action of a similar nature has been recorded during this period.

32.04 Upon request of an employee, the Personnel file of that employee shall be made available for examination at reasonable times in the presence of an authorized representative of the Employer. Employees shall be allowed to make and retain copies of any documents on their Personnel File.

ARTICLE 33

GRIEVANCE PROCEDURE

DEFINITION OF TIME PERIODS

33.01 For the purpose of this Article and Article 34, periods of time referred to in days shall be deemed such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays which are specified in this Collective Agreement.

Time limits may be extended by mutual agreement, in writing, between the Union and the Employer.

33.02 A grievance shall be defined as any difference arising out of interpretation, application or alleged violation, including disciplinary action resulting in demotion, suspension or financial penalty, dismissal except during the initial six (6) month probation period, factual inaccuracies in a performance appraisal, and letters of discipline placed on the employees personnel file, of this Collective Agreement.

FORMAL DISCUSSION

33.03 (a) If a dispute arises between the Employer and an employee regarding the interpretation, application or alleged violation of this Collective Agreement, the employee shall first seek to settle the dispute through discussion with the respective supervisor.

If the dispute is not resolved satisfactorily, it may then become a grievance and be advanced to Step 1.

(b) Step 1

The grievance shall be submitted, in writing, indicating the nature of the grievance, the clause or clauses claimed to have been violated, and the redress sought to the Secretary Manager of the Coppermine Housing Association within fifteen (15) days of the act causing the grievance, or within fifteen (15) days of the time that the employee could reasonably have become aware that a violation of this Collective Agreement had occurred. The decision of the Secretary Manager shall be made known in writing to the employee and the Union within ten (10) days of receipt of the written statement of grievance.

- (c) Should the grievance not be resolved at Step 1, the Union may elect to submit the grievance to arbitration. In this case, the Union shall notify the Employer, in writing, within fifteen (15) days of receipt of the decision of the Union Executive to proceed to arbitration, and at the same time the Union shall name the person they desire as a single arbitrator.

- (d) Neither the employee nor a representative of the Union who may attend a meeting with the Employer respecting a grievance shall suffer any loss of regular earnings calculated at the basic rate of pay for the time spent at such a meeting.
- (e) An employee shall be entitled to have an elected officer of the Union, or any duly accredited representative of the Union present during any meeting pursuant to this grievance procedure.
- (f) A dismissal grievance shall commence at Step 1.

DEFAULT

- 33.04
- (a) Should the grievor fail to comply with any time limit in this grievance procedure, the grievance will be considered conceded and shall be abandoned unless the parties to the difference have mutually agreed, in writing, to extend the time limit.
 - (b) Should the Employer fail to respond within the time limit set out in this grievance procedure, the grievance shall be deemed to have been settled unless the parties to the difference have mutually agreed, in writing, to extend the time limit, or to advance the difference to arbitration.

DISPUTES BETWEEN THE PARTIES

- 33.05 In the event that a dispute of a general nature affecting more than two (2) employees in the bargaining unit arises between the Employer and the Union regarding the interpretation, application, or alleged violation of the Collective Agreement which cannot be resolved by discussion between the parties, the dispute becomes a policy grievance. Such grievance shall be initiated at Step 1 of the grievance procedure outlined in Article 33.03 (b).

ARTICLE 34

ARBITRATION PROCEDURE

- 34.01 Within fifteen (15) days following receipt of notification pursuant to Article 33.03 (c) or 33.05 that a grievance has been referred to Arbitration, the Employer shall advise the Union of the name of the person that they desire as a single arbitrator. The parties shall, within ten (10) days, endeavour to select a mutually acceptable single arbitrator. If they fail to agree, the Minister of Labour shall be requested to appoint a single arbitrator pursuant to the Code.

- 34.02 The single Arbitrator shall hold a hearing of the grievance to determine the difference and shall render an award in writing as soon as possible after the hearing. The single arbitrator shall have the authority to render an award and such award shall be final and binding upon the parties and any employee affected by it and is enforceable pursuant to the Code.
- 34.03 The award shall be governed by the terms of this Collective Agreement and shall not alter, amend or change the terms of this Collective Agreement; however, where a Board of Arbitration or an Arbitrator, by way of an award, determines that an employee has been discharged or otherwise disciplined by an Employer for cause and the Collective Agreement does not contain a specific penalty for the infraction that is the subject matter of the arbitration, the arbitrator may substitute any penalty for the discharge or discipline that to him seems just and reasonable in all circumstances.
- 34.04 The fees and expenses of the single arbitrator shall be borne equally by the parties.
- 34.05 Any of the time limits herein contained in arbitration proceedings may be extended if mutually agreed to in writing by both parties.

ARTICLE 35

SUSPENSION AND DISCIPLINE

- 35.01 The Employer shall have the right to suspend with or without pay and/or discharge an employee for just and sufficient cause. Prior to suspending or discharging an employee, the Employer shall examine several factors such as the seriousness of the offence, the employees length of service, and other relevant mitigating factors.
- 35.02 When employees are to be suspended from duty, the Employer shall notify the employee in writing of the reasons for such suspension within twenty-four (24) hours of the suspension in sufficient detail that the employee may defend himself/herself against it.
- 35.03 The Employer shall notify the local representative of the Union that such suspension has occurred or is to occur.
- 35.04 When employees are required to attend a meeting where a disciplinary decision concerning them is to be taken by the Employer, or a representative of the Employer, the employees are entitled to have, at their request, a representative of the Union attend the meeting.

ARTICLE 36

CIVIL LIABILITY

- 36.01 If an action or proceeding is brought against any employee or former employee covered by this Collective Agreement for an alleged tort committed by him in the performance of his duties, then:
- (a) The employee, upon being served with any legal process, or upon receipt of any action or proceeding as hereinbefore referred to, being commenced against him must advise the Secretary/Manager of any such notification or legal process.
 - (b) The Employer shall pay any sum required to be paid by such employee in connection with the settlement of any claim made against such employee provided the conduct of the employee which gave rise to the action did not constitute a wilful breach or negligence of his duty as an employee.
 - (c) Upon the employee notifying the Employer in accordance with paragraph (a) above, the Employer shall appoint counsel.
 - (d) Nothing in this Section will interfere with the right of the Employer to defend itself or the employee.

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 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 workplaces.

- (d) The Employer shall ensure that first aid kits are provided and are readily accessible at all times. Said first aid kits shall be kept well stocked at all times.
- (e) The Employer will encourage employees to take first aid courses and will assume the costs of such courses and also the costs of refresher courses required to maintain the validity of a certificate. Employees taking first aid training shall be granted leave with pay for the duration of the courses.
- (f) 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.

OCCUPATIONAL HEALTH EXAMINATIONS

- (g) (i) Where the Employer requires an employee to undergo an occupational health examination by a qualified practitioner, chosen by the employee, the examination will be conducted at no expense to the employee.
- (ii) An employee 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 physicians discretion, be conveyed to the employee involved and maintained in a medical confidential status and retained within the medical community.

WORKPLACE ENVIRONMENTAL PROTECTION

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

TOXIC H SUBSTANCES

- (i) Where toxic or suspected and/or confirmed carcinogenic chemicals or substances are identified as being present in the workplace, the Committee shall:
 - (i) Remove and/or substitute chemicals or substances in the work procedure; or

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

PROTECTIVE CLOTHING AND EQUIPMENT

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

PROTECTIVE RIGHTS OF PREGNANT WORKERS

- (k) A pregnant worker who furnishes to the Employer a medical certificate attesting that 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 shall be granted by the Employer and the assignment shall be without loss of pay or benefits.

THE RIGHT TO KNOW

- (l) (a) **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.

**INFORMATION AND INVESTIGATIONS CONCERNING
HEALTH HAZARDS AND WORK INJURIES**

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

**PROVISION OF LEGISLATION OR EMPLOYER'S
POLICIES**

- (n) The Employer shall make available a copy of applicable health and safety legislation and regulations and Employer's policies and standards such as:
- (i) Handbook of Occupational Health and Safety (Treasury Board of Canada); or
 - (ii) Part IV of the Canada Labour Code and Regulations; or
 - (iii) Territory Acts; or
 - (iv) Provincial Legislation.

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

REE WORKPI

- (o) 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; and
 - (c) That benefits normally extended to employees during the time of illness shall be extended to an employee suffering from an addiction at such a time that he or she seeks to correct this disorder; and

- (d) That the decision to undertake treatment is the responsibility of the employee; and
- (e) That the decision to seek treatment will not affect job security.

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

ARTICLE 38

SAFETY AND HEALTH

RIGHT TO REFUSE DANGEROUS WORK

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

- (i) An employee may refuse to do any particular act or series of acts at work which he has reasonable grounds to believe are dangerous to his health or safety or the health or safety of any other person at the place of employment until sufficient steps have

- (ii) 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 (i) above. No other employee shall be assigned to use or operate any machine, device, material or thing or perform any part of the work which is being investigated pending resolution of the situation.

ARTICLE 39

TRADES

APPLICATION

- 39.01 The provision of this Article shall apply to all positions in the trades category of the classification system.
- 39.02 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.

39.03 (1) **WORK CLOTHING AND PROTECTIVE EQUIPMENT**

The Employer shall provide all clothing and equipment required by the Workers' Compensation Board plus the following articles:

- (i) Winter coveralls once per year, upon need of replacement;
 - (ii) Summer coveralls once per year;
 - (iii) one pair winter and one pair summer boots for the first year and for every year thereafter these employees will receive one hundred dollars (\$100) for a boot allowance.
- (2) The Employer shall replace the articles mentioned in (1) (ii) above when they are presented worn or damaged beyond repair by an employee, at no cost to the employee.

ADVERSE WEATHER CONDITIONS

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

ARTICLE 40

TOOLS

- 40.01 The Employer agrees to replace worn out, or broken tools used and owned by Journeymen and Apprentices in the regular performance of their work. Whenever replacement is made, the new tool will be of a similar quality as the initial tool. 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 41

APPRENTICES AND TRAINEES

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

- (a) The Apprentices and Tradesmen Act 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:

Three Year Training Programs

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

- (e) The Employer will pay the Apprentice while attending trade courses one hundred percent (100%) of his wages.

- (f) Apprentices and Trainees shall be entitled to the benefits and terms and conditions of employment outlined in the current Collective Agreement.
- (g) All time spent as an Apprentice shall count towards continuous employment.

ARTICLE 42

PERSONAL USE OF PROPERTY AND EQUIPMENT

- 42.02 Subject to insurance requirements and following obtaining the permission from the Secretary Manager, employees shall be allowed to use the property and equipment of the Employer for personal use at no cost. Any tools or equipment damaged or broken while being used to repair personal property and equipment shall be repaired or replaced by the employee.

ARTICLE 43

PRESENT CONDITIONS AND BENEFITS

- 43.01 The current MEBA Insurance Plan shall remain in force and effect throughout the life of this Collective Agreement and shall be on a 50/50 cost sharing basis.

- 43.02 **An** Employee who is to be dismissed shall be provided with the option of taking early retirement if he would otherwise qualify.
- 43.03 The Employer shall discuss a Pre-Retirement Planning program in consultation at the Labour/Management Committee.

ARTICLE 44

TECHNOLOGICAL CHANGE

- 44.01 (a) Both parties recognize the overall advantages of technological change. Both parties will therefore encourage and promote technological change and improvements.
- (b) With this in view, and recognizing the extensive lead time required for the selection, installation and providing of sophisticated equipment, the Employer agrees to provide as much advance notice to the Union of any major technological change in equipment which would result in changes in the employment status or in this Agreement. In addition, the Employer agrees to consult with the Union with a view to resolving problems which may arise as a result of the introduction of such technological change.

- (c) In cases where employees may require retraining the Employer will offer training courses at no expense to employees.

ARTICLE 45

CONTRACTING OUT

- 45.01 There shall be no contracting out of any work by the Coppermine Housing Association if it would result in the lay-off, continuance of a lay-off or the reduction of hours of an employee.

ARTICLE 46

LAY-OFF AND JOB SECURITY

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

- 46.02 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 three (3) months.
- (b) every employee subject to lay-off shall, during the three (3) month period of notice, be granted reasonable leave with pay for the purpose of being interviewed and examined by a prospective Employer and to such additional leave with pay as the Employer considers reasonable for the employee to travel to and from the place where his presence is so required.

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

46.04 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 ten (10) working days from the date of mailing.

- 46.05 The employee shall return to work within ten (10) working days of receipt of notice of recall, unless, on reasonable grounds, he is unable to do so.

COOLING OFF PERIOD - 2 WORKING DAYS

- 46.06 **An** employee who wilfully terminates his employment as a result of a misunderstanding or argument shall be allowed to return to work and remain employed if he does so within two (2) working days. Should the Employer refuse to allow the employee to return to work, the termination shall be considered as a discharge, effective the date that the employee sought to return to work, and may be grieved as a discharge.
- 46.07 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 47

ALLOWANCES

SETTLEMENT ALLOWANCE

- 47.01 (a) A Settlement shall be paid to all permanent part-time or term employee.

- (b) The amount of Settlement Allowance paid will be six thousand and four hundred dollars (\$6,400). This amount shall increase or decrease in accordance with the Government of the Northwest Territories Settlement Allowance for Coppermine.

HOUSING ALLOWANCE

- 47.02 (a) All employees living in private accommodation or paying economic rent and utilities shall be provided with a Housing Allowance in the annual amount of five thousand and four hundred dollars (\$5,400.00). This amount shall be paid in equal monthly instalments.
- (b) Part-time employees shall receive a prorated portion of the housing allowance in accordance with their hours worked.

HOUSEHOLD ALLOWANCE

- 47.03 (a) Employees who provide their own non-subsidized accommodation will be eligible to a Household Allowance of one hundred and eighty five dollars (\$185) per month.

- (b) 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.
- (c) This benefit is a taxable cash benefit and shall be paid on the second pay period of each month.

ARTICLE 48

RE-OPENER (AGREEMENT AND MUTUAL DISCUSSIONS

RE-OPENER OF AGREEMENT

- 48.01 This Collective Agreement may be amended by mutual consent between the Employer and the Union.

MUTUAL DISCUSSIONS

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



ARTICLE 49

DURATION AND RENEWAL

- 49.01 The term of this Collective Agreement shall be from the April 1, 1995 to March 31, 1997.
Schedule "A" shall be further amended on April 1, 1994 by the dollar or percentage increase negotiated by the Minister of Personnel for the Government of the Northwest Territories and the Union of Northern Workers on the termination of that Collective Agreement March 31, 1994.
- 49.02 Notwithstanding the preceding, the provisions of this Collective Agreement, including the provisions for the adjustments of disputes in Article 33 and 34, shall remain in effect during the negotiations for its renewal and until a new Collective Agreement becomes effective.
- 49.03 Within three (3) months preceding the termination of this Collective Agreement, either party may, by written notice, require the other party to commence bargaining collectively with a view to the conclusion, renewal or revision of the Collective Agreement in accordance with Subsection 1 of Section 147 of the Canada Labour Code, Part V.

49.04 Where notice to commence collective bargaining has been given under Clause 49.03, the Employer shall not without consent by or on behalf of the employees affected, increase or decrease salaries or alter any other term or condition of employment of employees in the Bargaining Unit which was in force on the day on which the notice was given until a renewal or revision of the Collective Agreement, or a new Collective Agreement has been concluded in accordance with Section 148 of the Canada Labour Code Part V or upon mutual agreement of the parties the matter is referred to interest arbitration and an award is handed down.

SCHEDULE A

RATES OF PAY

(Effective April 1, 1993)

ADMINISTRATION

PAY RANGE %	1	2	3	4	5	6
Assistant Secretary Manager						
100	41,368	42,698	44,094	45,557	47,086	48,706
80	33,095	34,158	35,275	36,445	37,668	38,965
70	28,958	29,888	30,866	31,890	32,960	34,095
Tenant Relations Officer						
100	35,628	36,665	37,762	38,904	40,103	41,369
80	28,502	29,333	30,209	31,123	32,082	33,095
Clerk/Typist						
100	29,048	29,823	30,643	31,509	32,409	33,351
80	23,238	23,859	24,514	25,208	25,927	26,681
Custodial						
	30,022	30,855	31,721	32,630	33,580	34,588

NOTES

Assistant Secretary Manager

- Required minimum qualifications - completed community services level 1 or equivalent, 100%
- Underfill less than required minimum qualifications and experience
- Grade XII and specialized courses in accounting, general administration, 80%.
- **Less** than Grade XII and no specialized courses, 70%

Tenant Relations Officer

- Required minimum qualifications - three years work related experience or equivalent, 100%.
- Underfill less than required minimum qualifications Less than three years work related experience or equivalent 80%

Clerk Typist

- Required minimum qualifications - Grade 10 with Grade 10 typing and clerical/office skills, 100%.
- Underfill less than required minimum qualifications or in the position of Clerk Typist Assistant or Bookkeeper Assistant, 80%.

SCHEDULE A

RATES OF PAY

(Effective April 1, 1993)

MAINTENANCE

Pay Range	1	2	3
Housing Maintenance Foreman	46,433	47,989	49,624
Assistant Maintenance Foreman	42,191	43,533	44,948
Housing Maintenance Serviceman	42,191	43,533	44,948

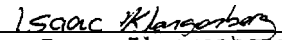
NOTES:


1. Journeyman Trades Certificates or Certifications of ability may be required for positions classified in these groups.
2. Salary placement will be allocated by application of the following criterion only:
 - (a) Pay Step 3
 - (i) Employees possessing a valid certificate of ability recognized in the Northwest Territories; and
 - (ii) employees in receipt of Pay Step 3 as of July 1, 1985
 - (b) Pay step one (1) and two (2)
 - (i) Employees not possessing a valid recognized certificate of ability, but, deemed by the Employer to have the attained level of proficiency, by virtue of experience, below that required to obtain a certificate of ability; and
 - (ii) employees in receipt of Pay Step (1) or two (2) as of July 1, 1985.
3. Apprentices Rates will be based on a percentage of the appropriate journeyman rate as follows:

Three Year Training Program:

Year 1	60%	\$12.92	40.0 hours
Year 2	70%	\$15.08	40.0 hours
Year 3	80%	\$17.23	40.0 hours

Signed on behalf of
Coppermine Housing
Association


Isaac Klengenber
Vice Chairperson

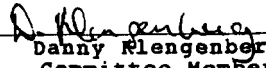

Joseph Niptanatiak
Board Director

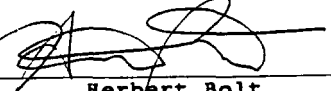

Joanne Taptuna
Association Manager



Jack R. Williams
Negotiator

Signed on behalf of
Public Service Alliance
of Canada


Susan Giampietri
Executive Vice-President


Danny Klengenber
Committee Member


Herbert Bolt
Committee Member


Seanta Dunkars
UNW Service Officer

