

SOURCE	Union		
EFF.	96	03	01
TERM.	97	03	31
No. OF EMPLOYEES	10		
NOMBRE D'EMPLOYÉS	10		

**COLLECTIVE AGREEMENT**  
**BETWEEN**  
**THE TASIURQTIT HOUSING ASSOCIATION**  
**AND**  
**THE UNION OF NORTHERN WORKERS**

**EFFECTIVE: MARCH 1, 1996**  
**EXPIRES: MARCH 31, 1997**

**The Union of Northern Workers**  
**Suite 200, 5112 52nd Street**  
**Yellowknife, NT**  
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MAR 18 1997

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## ARTICLE 1

### PURPOSE OF AGREEMENT

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

## ARTICLE 2

### INTERPRETATION AND DEFINITIONS

- 2.01 For the purpose of this Agreement:
- (a) "Alliance" means the Public Service Alliance of Canada.
  - (b) "Allowance" means compensation payable to an employee in addition to his regular remuneration payable for the performance of the duties of his position.
  - (c) "Association" and "Employer" means the Tasiurqtit Housing Association.
  - (d) "Bargaining Unit" means all employees of the Association excluding the Secretary Manager, casuals and trainees.
  - (e) "Casual Employee" means a person employed by the Employer for work of a temporary nature not to exceed six (6) continuous months.
  - (f) "Committee" means the Labour/Management Committee.
  - (g) A "common-law spouse" relationship is said to exist when, for a continuous period of at least one year, an employee has lived with a person, publicly represented that person to be his spouse, and lives and intends to continue to live with that spouse as if that person were his spouse.
  - (h) "Continuous Employment" and "Continuous Service" means uninterrupted employment with the Association; and

- (i) with reference to re-appointment of a lay-off his employment in the position held by him at the time he was laid off, and his employment in the position to which he is appointed shall constitute continuous employment;
  - (ii) Where an employee ceases to be employed for a reason other than dismissal, abandonment of position, or rejection on probation, and is re-employed within a period of three (3) months, his periods of employment for purposes of sick leave, vacation leave and travel benefits shall be considered as continuous employment with the Association.
- (i) "Day of Rest" in relation to an employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of his position other than by reason of his being on leave of absence.
  - (j) "Demotion" means the appointment of an employee for reasons of misconduct, incompetence or incapacity, to another position for which the maximum pay is less than that of his former position.
  - (k) "Dependant" means a person who is the employee's spouse (including common-law); child, stepchild, adopted child, foster child who is under nineteen (19) years of age and dependent on him for support or being nineteen (19) years of age or more and dependent upon him by reason of mental or physical infirmity; or any other relative of the employee's household who is wholly dependent upon him for support by reason of mental or physical infirmity.
  - (l) "Double time" means twice the straight time rate of pay.
  - (m) "Employee" means a person employed by the Association who is a member of the bargaining unit and includes:
    - (i) "Full Time employee", which means a person employed on a continuing basis for an indeterminate period.
    - (ii) "Part Time employee", which means a person employed on a continuous basis for less than a standard work day, week or month for an indeterminate period.
  - (n) "Fiscal Year" means the period of time from April 1, in one year to March 31, in the following year.
  - (o) "Grievance" means a complaint in writing that an employee, group of employees, or the Union on behalf of an employee or group of employees, submits to the Employer, or the Employer submits to the Union, to be processed through the grievance procedure.
  - (p) "Holiday" means the twenty-four (24) hour period commencing at 12:01 A.M. at the beginning of a day designated as a paid holiday in this Agreement.



- (q) "Lay-Off" means an employee whose employment has been terminated because of lack of work, discontinuance of a function, or lack of funding.
  - (r) "Leave of Absence" means absence from duty with the Employer's permission.
  - (s) "Lieu time" means the equivalent leave with pay taken in lieu of a cash payment.
  - (t) "Manager" means the Secretary Manager of the Association.
  - (u) "May" shall be regarded as permissive and "Shall" and "Will" as imperative.
  - (v) "Membership Fees" means the fees established pursuant to the By-Laws of the Union as the fees payable by the members of the Bargaining Unit.
  - (w) "Overtime" means work performed by an employee before or after or in excess or outside of his regularly scheduled hours of work.
  - (x) "Point of Departure" means Winnipeg.
  - (y) "Probation" means a period of six (6) months from the day that an employee is first employed by the Employer (the initial probationary period) or a period of four (4) months after an employee has been transferred or promoted. If an employee does not successfully complete his probationary period on transfer or promotion, he shall be returned to the position held before the transfer or promotion, or by mutual consent of the Employer and the employee, 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.
  - (aa) "Rates of Pay"
    - (i) "daily rate of pay" means an employee's hourly rate of pay multiplied by the employee's daily hours of work as set out in Article 22.
    - (ii) "weekly rate of pay" means an employee's daily rate of pay multiplied by five (5);
    - (iii) "bi-weekly rate of pay" means an employee's daily rate of pay multiplied by ten (10);
    - (iv) "annual rate of pay" means an employee's weekly rate of pay multiplied by 52.176;
    - (v) "monthly rate of pay" means an employee's annual rate of pay divided by twelve (12).
  - (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) "Straight time rate" means the hourly rate of pay.
  - (dd) "Time and one half" means one and one-half times the straight time rate of pay.
  - (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, if defined in the Interpretation Act, the Canada Labour Code or in the Regulations made thereunder, shall have the same meaning as given to them in the Act, Code or Regulations.
- 2.03 Where the masculine gender is used, it shall be considered to include the female gender unless any provision of this Agreement otherwise specifies.

### **ARTICLE 3**

#### **RECOGNITION**

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

#### **DISCRIMINATION**

- 3.02 The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee by reason of age, sex, race, creed, colour, national origin, political or religious affiliation, marital status (including common-law relationships), family status, sexual orientation, criminal offense for which a pardon has been granted, mental or physical disability, (except for employment equity purposes) or by reason of union membership or activity, or by exercising their rights under the Agreement.

Affirmative action policies shall be deemed Non-Discriminatory.

- 3.03 The Employer will advise prospective employees that the Association is a unionized workplace.
- 3.04 All employees covered by the Agreement must become members of and maintain membership in good standing in the Union as a condition of employment within thirty (30) days of the date they commence employment. They shall maintain membership as a continuing condition of employment.

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

#### **ARTICLE 4**

##### **APPLICATION**

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

#### **ARTICLE 5**

##### **FUTURE LEGISLATION**

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

##### **CONFLICT OF PROVISIONS**

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

ARTICLE 6

TRIKES AND LOCKOUTS

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

ARTICLE 7

MANAGERIAL RESPONSIBILITIES

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

ARTICLE 8

RESTRICTION ON OUTSIDE EMPLOYMENT

- 8.01 Subject to Article 8.02 an employee may carry on any business or employment outside his regularly scheduled hours of duty provided such business or employment does not interfere with his Association duties.

- 8.02 Employees are prohibited from carrying on any business or employment outside their regularly scheduled hours of duty when such business or employment is such that:
- (a) a conflict of duties may develop between an employee's regular work or his outside interests; or
  - (b) certain knowledge and information available only to Association personnel place the individual in a position where he can exploit the knowledge or information for personal gain.

## **ARTICLE 9**

### **EMPLOYER DIRECTIVES**

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

## **ARTICLE 10**

### **UNION ACCESS TO EMPLOYER PREMISES**

- 10.01 Upon reasonable notice, the Employer shall permit access to its work premises of an accredited representative of the Union.

## **ARTICLE 11**

### **APPOINTMENT OF REPRESENTATIVES**

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

## ARTICLE 12

### TIME-OFF FOR UNION BUS

#### ARBITRATION HEARINGS (Disputes)

- 12.01 (a) The Employer will grant leave with pay to a reasonable number of employees to represent the Union before an Arbitration hearing.

#### Employee called as a Witness

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

#### ARBITRATION HEARING (Grievance)

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

#### Employee who acts as a Representative

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

#### Employee called as a Witness

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

- 12.03 Where an employee and his representative are involved in the process of his grievance and where operational requirements permit he or they shall be granted reasonable time *off*.

#### CONTRACT NEGOTIATIONS MEETINGS

- 12.04 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.

#### TIME OFF FOR MEETING WITH MANAGEMENT

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

EMPLOYEE ORGANIZATION EXECUTIVE COUNCIL MEETINGS, CONGRESS AND CONVENTIONS

- 12.06 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, the Union of Northern Workers, the Canadian Labour Congress and the N.W.T. Federation of Labour.

REPRESENTATIVES TRAINING COURSE

- 12.07 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-OFF FOR REPRESENTATIVES

- 12.08 (a) A Representative shall obtain the permission of his immediate supervisor before leaving his work to investigate a grievance, to meet with management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld.
- (b) The Representative shall make every reasonable effort to report back to his supervisor before resuming his normal duties.
- (c) Where an employee and his representative are involved in the process of a grievance or possible grievance he shall be granted time off with pay.
- 12.09 Where operational requirements permit and upon reasonable notice the Employer will grant reasonable leave without pay for employees who:
- (a) participate as a delegate to constitutional conferences or other similar forums mandated by Federal or Territorial legislation; and
- (b) present briefs to commissions, boards and hearings that are mandated by Territorial legislation or the Federal Government.

LEAVE FOR ELECTED OFFICERS

- 12.10 (a) (i) Employees elected as President, First Vice President, Second Vice President, or Regional Vice President of the Union shall be granted leave of absence for the term of office. during the leave of absence such employees shall maintain all accumulated rights and benefits to which they are entitled under the Agreement.
- (ii) Upon reasonable notification, the Employer shall grant leave without pay to the Union representative seconded for a minimum period of one week to serve as President of the Union on a temporary basis.

- (b) The Employer shall continue to pay such employees their applicable salary in accordance with the terms of the Agreement. Upon invoice by the Employer the Union shall reimburse the Employer for the amounts so paid.
- (c) The benefits of any group shall be extended to such employees and the Union will reimburse the Employer for such costs involved.
- (d) Such employees shall be entitled to an increment for each year of their leave of absence to a maximum of Step Six in their pay level of their applicable salary.
- (e) Such employees shall advise the Employer as soon as possible when an extension of the leave of absence is applicable due to re-election.
- (9) Upon termination of their leave of absence such employee shall be offered as a minimum the position they held with the Employer in the same work site and community before they commenced the leave of absence. When such employees wish to invoke this clause of the Agreement they shall provide the Employer with a three month notice of their intent to do so.
- (g) Notwithstanding Clause 12.10 (9), the Employer may make an offer of employment to employees to a position inside the Bargaining Unit should such employee bid on a competition and be the successful candidate.
- (h) Employees on leave under this clause shall not accumulate seniority while on leave without pay.

**ARTICLE 13**

**CHECK OFF**

- 13.01 Effective the first of the month following the signing of this Agreement, the Employer will, as a condition of employment, deduct an amount equal to the amount of membership dues from the pay of all employees in the Bargaining Unit.
- 13.02 The Alliance shall inform the Employer in writing of the authorized deduction to be checked off for each employee within the Bargaining Unit.
- 13.03 For the purpose of applying Clause 13.01, deductions from pay for each employee will occur on a bi-weekly basis.
- 13.04 From the date of signing and for the duration of this Agreement no employee organization, other than the Alliance, shall be permitted to have membership fees deducted by the Employer from the pay of the employees in the Bargaining Unit.



- 13.05 The amounts deducted in accordance with Clause 13.01 shall **be** remitted to the Comptroller of the Alliance, **233 Gilmour Street**, Ottawa, Ontario **K2P 0P1** by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on his behalf.
- 13.06 The Employer agrees to make deductions for other purposes on the basis of the production of appropriate documentation.
- 13.07 The Alliance agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer.
- 13.08 The Employer agrees to identify annually on each employee's T-4 slip the total amount of Union dues deducted for the preceding year.

ARTICLE 14

INFORMATION

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

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

- 14.02 The Employer shall provide each employee with a copy of the Agreement.
- 14.03 The Employer agrees to provide each new member of the Bargaining Unit with a copy of the Agreement upon his appointment.

ARTICLE 15

PROVISION OF BULLETIN BOARD SPACE  
AND OTHER FACILITIES

- 15.01 The Employer shall provide bulletin board space in its office and shop clearly identified for exclusive Union use.
- 15.02 The Employer may make available to the Union specific locations on the premises for the placement of bulk quantities of literature of the Union.

- 15.03 The Employer may make available to the members of the Bargaining Unit a suitable meeting room to be used from time to time for the conducting of business relating to the Bargaining Unit.
- 15.04 The Employer will deliver any mail originating from the Union addressed to members in accordance with the Employer's internal mail distribution system.
- 15.05 Subject to operational requirements, a representative of the Union shall have the right to meet with new employees in the employee's community to make a presentation of up to one half (½) hour. Employees shall be granted leave with pay to attend these meetings.

## **ARTICLE 16**

### **DESIGNATED PAID HOLIDAYS**

- 16.01 (1) The following days are designated paid holidays for employees covered by this Agreement:
- (a) New Year's Day
  - (b) Good Friday
  - (c) Easter Monday
  - (d) The day fixed by proclamation of the Governor in Council for the celebration of the Birthday of the Sovereign
  - (e) Canada Day
  - (f) The first Monday in August, or another day fixed by order of the Commissioner of the N.W.T.
  - (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) One additional day when proclaimed by an Act of Parliament as a National Holiday
  - (m) up to one additional day when proclaimed by the Hamlet of Whale Cove.
  - (n) Nunavut Day

- (2) Clause 16.01 does not apply to an employee who is absent without pay on either the working day immediately preceding or the working day following the Designated Paid Holiday, except with the approval of the Manager.

#### HOLIDAY FALLING ON A DAY OF REST

- 16.02 When a day designated as a holiday under Clause 16.01 coincides with an employee's day of rest, the holiday shall be moved to the employee's first working day following his day of rest.
- 16.03 When a day designated as a holiday for an employee is moved to another day under the provisions of Clause 16.02:
- (a) work performed by an employee on the day from which the holiday was moved shall be considered as work performed on a day of rest; and
  - (b) work performed by an employee on the day to which the holiday was moved, shall be considered as work performed on a holiday.
- 16.04 When the Employer requires an employee to work on a Designated Paid Holiday as part of his regularly scheduled hours of duty or as overtime when he is not scheduled to work he shall be paid in addition to the pay that he would have been granted had he not worked on the holiday:
- (a) time and one half (150%) for all hours worked; and
  - (b) An equivalent amount of lieu time to be taken at a later date convenient to both the employee and the Employer.
- 16.05 Where a day that is a designated holiday for an employee falls within a period of leave with pay, the holiday shall not count as a day of leave.
- 16.06 At the request of the employee, and where the operational requirements of the Association permit, an employee shall not be required to work both Christmas and New Year's Day..
- 16.07 An employee who is not required to work on a general holiday shall not be required to work on another day that would otherwise be a non-working day in the week in which the holiday occurs, unless he is paid at a rate at least equal to double his regular wages for the time worked by him on that day.

### ARTICLE 17

#### LEAVE - GENERAL

- 17.01 When the employment of an employee who has been granted more vacation, sick leave or special

leave with pay than he has earned is terminated the employee shall be considered to have earned that amount of leave with pay granted to him provided that:

- (a) an employee's employment is terminated by his death;
- (b) an employee's employment is terminated by lay-off.

- 17.02 When an employee is in receipt of an extra allowance and is granted leave with pay, he is entitled during his period of leave to receive the allowance if the special or extra duties in respect of which he is paid the allowance were assigned to him on a continuing basis.
- 17.03 During the month of May in each year the Employer shall inform each employee in the Bargaining Unit in writing of the balance of his special, sick and vacation leave credits as of the 31st day of March.
- 17.04 If, at the end of the fiscal year, an employee's entitlement to vacation leave with pay includes a fractional entitlement of less or more than one half day the entitlement shall be increased as follows:
- (a) to a half day if the fractional entitlement is less than one-half day;
  - (b) to a full day if the fractional entitlement is more than one-half day:
- 17.05 For the purpose of leave or time off, operational requirements are deemed to exist when:
- (a) the absence of the employee will prevent a deadline to be met because the employee cannot readily be replaced; or
  - (b) the absence of the employee will cause an interruption or a reduction of a service or activity which is necessary for the continued operations of the Employer.
- 17.06 When the Employer rejects an employee's application for leave, the reasons for the rejection shall be provided to the employee in writing upon the request of the employee.

## **ARTICLE 18**

### **VACATION LEAVE**

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

- 18.01 (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 onequarter (1%) days each month (3 weeks per year) until the month in which the anniversary of the fifth (5th) year of continuous service is completed;

- (b) one and two thirds (1 $\frac{2}{3}$ ) days each month (4 weeks per year) commencing in the month after completion of five (5) years of continuous service and ending in the month that fifteen (15) years of continuous service is completed;
  - (c) two and one twelfth (2  $\frac{1}{12}$ ) days each month (5 weeks per year) commencing in the month after completion of fifteen (15) years of continuous service.
- (2) (a) The accumulated service for part-time employees shall be counted for the improved vacation leave entitlements in accordance with the Labour Standards Act of the N.W.T.
- (b) Part-time employees shall be paid four (4) or six (6) percent of their total earnings whichever is applicable in the fiscal year in accordance with their accumulated service in lieu of vacation leave to which they would otherwise be entitled.
  - (c) Vacation leave may be accumulated rather than paid out.

#### GRANTING OF VACATION LEAVE

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

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

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

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

CARRY-OVER PROVISIONS

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

RECALL FROM VACATION LEAVE

- 18.05 When during any period of vacation leave an employee is recalled to duty, he shall be reimbursed for reasonable expenses, as normally defined by the Employer, that he incurs:
  - (a) in proceeding to his place of duty;
  - (b) in respect of any non-refundable deposits or pre-arrangements associated with his vacation;
  - (c) in returning to the place from which he was recalled if he immediately resumes vacation upon completing the assignment for which he was recalled;

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

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

LEAVE WHEN EMPLOYMENT TERMINATES

- 18.07 Where an employee dies or otherwise terminates his employment:
  - (a) the employee or his estate shall, in lieu of earned but unused vacation leave, be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave by the daily rate of pay applicable to the employee immediately prior to the termination of his employment; or
  - (b) the Employer shall grant the employee any vacation leave earned but not used by him before the employment is terminated by lay-off if the employee so requests.
- 18.08 An employee whose employment is terminated by reason of declaration that he abandoned his

position is entitled to receive the payment referred to in Clause 18.07. If after reasonable efforts the Employer is unable to locate the employee within two (2) months of termination, his entitlement shall lapse.

Excluding extenuating circumstances an employee will be deemed to have abandoned his position if he has not contacted his Employer within a five (5) working day period.

#### VACATION TRAVEL ASSISTANCE

- 18.09 (1) All employees travelling on vacation leave are entitled to transportation assistance once each fiscal year from Whale Cove to Winnipeg, or to any other destination, provided that the cost of the latter is no greater than travel to the point of departure.
- (2) Notwithstanding Clause (1) above, an employee shall not receive transportation assistance under this Article during his first six (6) months of employment with the Association.
- (3) Transportation assistance provided to employees and their dependants, if any, shall be:
- (i) The cost of excursion class return airfare from Whale Cove to Winnipeg. Return airfare shall be calculated on the following basis:
- Employee
    - return charged for an adult
  - Employee's Spouse
    - return rate charged for an adult
  - Employee's dependent children under 12
    - appropriate percentage of adult fare that is charged for a child
  - Employee's dependent children over 12
    - appropriate percentage of adult fare that is charged for a youth
- (4) A cheque for the eligible amount stated above shall be issued within five (5) days of leave approval.
- (5) The employee must liquidate five (5) days of annual leave to be eligible.
- (6) A single employee may claim one child as a spouse for the purpose of this Article.

#### TRAVEL TIME

- 18.10 (1) Every employee who is proceeding on vacation leave and who is requesting Vacation Travel Assistance shall be granted, once in each fiscal year, in addition to his vacation leave, subject to 18.10 (2), travel time with pay for the time required for the return journey between his normal

place of work and his destination. The amount of travel time to which an employee is entitled is determined in the following manner:

- (i) Where the employee travels by air, his travel leave shall be one (1) day each way.
  - (2) An employee's travel time entitlement will be granted within the established limit when at least an equal number of days annual leave are liquidated in conjunction with an application for travel time. In cases where a designated paid holiday falls within the period of annual leave, it shall be considered as a day of liquidated leave for determining the entitlement of travel time.
  - (3) Notwithstanding Clause (1), an employee shall not be granted travel time under this Article during his first six (6) months of employment with the Association.
- 18.11 When a pay period falls during the time when an employee is on annual leave, that employee will be issued a post dated cheque for that pay period prior to his going on annual leave.

## ARTICLE 19

### SPECIAL LEAVE

#### CREDITS

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

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

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

- (1) The Manager shall grant special leave earned with pay for a period of up to five (5) consecutive working days:

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

and shall grant one day of special leave:



(b) when an employee is to be married.

(2) The Manager may grant special leave where special circumstances not directly attributable to the employee prevent his reporting to duty, including:

(i) serious household or domestic emergencies;

(ii) a transportation problem caused by weather if the employee makes every reasonable effort to report for duty;

(iii) serious community emergencies, where the employee is required to render assistance;

(iv) 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;

(v) where a member of the immediate family residing outside the employee's community of residence becomes seriously ill.

(3) The Association may grant special leave with pay in circumstances which are of general value to the Association, such as where the employee:

(i) takes an examination which will improve his position or qualifications in the Association;

(ii) attends his University Convocation, if he has been continuously employed for at least one (1) year;

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

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

#### ADVANCE OF CREDITS

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

### **ARTICLE 20**

#### **SICK LEAVE**

#### CREDITS

20.01 An employee shall earn sick leave credits at the rate of one and one-quarter (1¼) days for each

calendar month for which he receives pay for at least ten (10) days.

- 20.02 Subject to the remainder of this Article, and calling-in in a reasonable period prior to commencement of sick leave, all absences on account of illness on a normal working day shall be charged against an employee's accumulated sick leave credits.
- 20.03 Unless otherwise informed by the Employer an employee must sign a statement describing the nature of his illness or injury and stating that because of illness or injury he was unable to perform his duties:
- (a) if the period of leave requested does not exceed three (3) working days, and
  - (b) if in the current fiscal year, the employee has not been granted sick leave on more than nine (9) days sick leave wholly on the basis of statements signed by him
- 20.04 An employee is required to produce a certificate from a qualified medical practitioner, or nurse certifying that such employee is unable to carry out his duties due to illness:
- (a) for sick leave in excess of three (3) working days;
  - (b) for any additional sick leave in a fiscal year when in the same fiscal year the employee has been granted nine (9) days sick leave wholly on the basis of the statements signed by him.
- 20.05 In circumstances where sick leave would be authorized but the employee has insufficient or no sick leave credits, the Employer may grant the employee a sick leave advance to a limit of fifteen (15) days which shall be charged against future credits as earned. If the employee dies before authorized unearned sick leave has been liquidated, no recovery shall be made from the employee's estate.
- 20.06 When an employee is granted sick leave with pay and injury-onduty leave is subsequently approved for a concurrent period, there shall be no charge against his sick leave credits for the period of concurrency.

## **ARTICLE 21**

### **OTHER TYPES OF LEAVE**

#### **COURT LEAVE**

- 21.01 Leave of absence with pay shall be given to every employee, other than an employee on leave of absence without pay or under suspension, who is required:
- (a) to serve on a jury, or jury selection:

- (b) by subpoena or summons to attend as a witness in any proceeding held:
  - (i) in or under the authority of a court of justice or before a grand jury;
  - (ii) before a court, judge, justice, magistrate, or coroner;
  - (iii) before the Senate or House of Commons of Canada, or a committee of the Senate or House of Commons, otherwise than in the performance of the duties of his position;
  - (iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it;
  - (v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

INJURY ON DUTY LEAVE

- 21.02 (1) An employee shall be granted injury-on-duty leave with pay to a maximum of either special leave credits or sick leave credits he has accumulated, but not both, where it is determined by a Worker's Compensation Board that he is unable to perform his duties because of:
- (a) personal injury accidentally received in the performance of his duties and not caused by the employee's wilful misconduct; or
  - (b) sickness resulting from the nature of his employment; or
  - (c) over-exposure to radioactivity or other hazardous conditions of his employment;
- if the employee agrees to pay the Association any amount received by him from the Workers Compensation Board for loss of wages in settlement of any claim he may have in respect of such injury, sickness or exposure, providing however that such amount does not stem from a personal disability policy for which the employee has paid the premium.
- (2) While the parties are awaiting the decision of the Worker's Compensation Board as to the compensability of the injury, the employee shall use his sick leave credits. If the injury is not compensable, there shall be no return of sick leave credits used by the employee. If the injury is compensable, the Employer shall credit the employee with the sick leave credits used. The time off taken by the employee shall be charged at the employees option to either his special or sick leave credits, but not both, at the appropriate rate.
  - (3) The appropriate rate of liquidation of injury on duty leave after an award by the Workers Compensation Board shall be equal to the difference between the employee's regular wages and the compensation received from the Workers Compensation Board, ie if  $\frac{2}{3}$  of the employees regular wage is received from the Workers Compensation Board the amount of leave liquidated for one (1) days injury on duty leave shall be  $\frac{1}{3}$  day.

### MATERNITY LEAVE

- 21.03 All Maternity/Parental/Adoption leave shall be in accordance with the applicable Federal and Territorial legislation

### EMERGENCY LEAVE

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

### PERSONAL LEAVE WITHOUT PAY

The Employer may grant leave without pay for a period of up to one (1) year, at the request in writing of an employee.

### CULTURAL LEAVE

Subject to operational requirements, the Employer shall grant once annually, leave without pay for a period of up to one (1) week for all employees to go on the land.

## **ARTICLE 22**

### **HOURS OF WORK - GENERAL**

- 22.01 Regular hours of work for employees shall be from 8:00 a.m. to 5:00 p.m. for Maintenance employees, 8:30 a.m. to 5:00 p.m. for Administrative employees, exclusive of a one (1) hour meal period, Monday to Friday.
- 22.02 Employees shall be entitled to a rest period, with pay, of fifteen (15) minutes duration commencing on or about mid-morning and shall be entitled to a rest period with pay, of fifteen (15) minutes duration commencing on or about mid-afternoon.
- 22.03 A specified meal period of one hour's duration shall be scheduled as close to the mid-point of the shift as possible. The Employer will make every effort to arrange meal periods at times convenient to the employees.
- 22.04 Where an employee is unable to take a meal break which results in him working in excess of his regular daily hours, the employee shall be paid for the meal period at the appropriate overtime rate.

### SHIFT WORK

- 22.05 Should there be a need to implement shift work, the Employer and the Union will meet to negotiate the provisions of shift work.

## ARTICLE 23

### OVERTIME

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

## ARTICLE 24

### PAY

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

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

### ACTING PAY

- 24.04 When an employee is required by the Employer to perform the duties of a higher classification level on an acting basis, he shall be paid acting pay calculated from the date on which he commenced to act at a rate of pay 10% higher than his regular rate of pay.

### SALARY INCREASES

- 24.05 The Employer agrees to pay the negotiated salary increases to every employee not later than the month following the month in which this Agreement is signed and not later than the month following the month in which any subsequent salary increases become effective.

### RECOVERY FOR OVERPAYMENT

- 24.06 (a) Where an employee has received more than his proper entitlement to wages or benefits, no continuing employee shall be subject to such deductions in excess of twenty (20%) percent of employee's net earnings per pay period.
- (b) If more than one (1) year has passed since the overpayment, there shall be no recovery of the overpayment.

## ARTICLE 25

### REPORTING PAY AND STANDBY

- 25.01 If an employee reports to work on his regularly scheduled shift and there is insufficient work available he is entitled to four **(4)** hours of work. When no work is available he shall receive compensation for four **(4)** hours pay at the straight time rate.
- 25.02 If an employee is:
- (a) directed to report for work outside of his regularly scheduled hours of work; or
  - (b) recalled to a place of work for a specific duty;
- the employee shall be paid the greater of:
- (i) compensation at the appropriate overtime rate for all hours worked; or
  - (ii) compensation equivalent to four **(4)** hours pay at the straight-time rate.
- 25.03 If an employee is directed to report for work on a day of rest or on a designated paid holiday, the employee shall be paid the greater of compensation at the appropriate overtime rate, or compensation equal to four **(4)** hours pay at the appropriate overtime rate.
- 25.04 Standby pay will be paid in the amount of \$104 per week to each employee on standby,
- 25.05 An employee designated for standby duty shall be available during his period of standby at a known telephone number and be available to return for duty as soon as possible, if called. There shall be no trading of standby duty between employees without prior Employer approval.
- 25.06 No standby payment shall be granted if an employee is unable to report for standby duty when called. Employees who fail to report for standby duty may be disciplined.

## ARTICLE 26

### TECHNOLOGICAL CHANGE

- 26.01 (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 of the selection, installation and providing of sophisticated equipment, the Employer agrees to provide as much advance notice as is practicable but not less than one (1) month 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.

## **ARTICLE 27**

### **PAY FOR TRAVEL ON BEHALF OF EMPLOYER**

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

## **ARTICLE 28**

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

- 28.01 The Employer agrees that there shall be no lay-off during the life of this Agreement except for lay-off resulting from lack of work, lack of funding, or discontinuance of a function.
- 28.02 (a) Lay-offs will be made, when necessary, on the basis of reverse order of seniority of the affected employees in the classification of work to be so reduced.



- (b) An employee who is continuously laid off for a period of twelve (12) consecutive months shall be considered terminated from his employment with the Association.

28.03 Before an employee is laid off:

- (a) each such employee shall be given notice or pay in lieu in accordance with the NWT Labour Standards Act.
- (b) every employee subject to lay-off shall during the 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 for the employee to travel to and from the place where his presence is so required within the Hamlet of Whale Cove.

28.04 Employees will be recalled from a lay-off on the basis that the employee with the most seniority and qualifications to do the work will be the first recalled to work.

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

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

Where notice of recall is given by registered mail, notice is deemed to be given fourteen (14) days from the date of mailing.

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

28.07 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.

28.08 The Employer may retrain employees who would otherwise become redundant as a result of Employer planned termination and such retraining shall commence as soon as possible.

#### COOLING OFF PERIOD - 2 WORKING DAYS

28.09 An employee who wilfully terminates his employment as a result of a misunderstanding or argument shall be allowed to return 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 of work, and may be grieved as a discharge. An employee may only utilize the Cooling Off period once per fiscal year.

## **ARTICLE 29**

### **STATEMENT OF DUTIES**

- 29.01 When an employee is first engaged or when an employee is reassigned to another position in the Bargaining Unit, the Employer shall, before the employee is assigned to that position, provide the employee with a written Statement of Duties of the position to which he is assigned.
- 29.02 Upon written request, an employee shall be entitled to a complete and current Statement of Duties and responsibilities.

## **ARTICLE 30**

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

- 30.01 (a) When a formal review of an employee's performance is made, the employee concerned shall be given the opportunity to discuss the document with a Union Representative and then sign the review form in question to indicate that its contents have been read and understood. The employee shall also be given the opportunity to provide written comments to be attached to his performance appraisal and may use the grievance procedure in Article 32 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, Re-training, or any other facets of career development which may be available.
- 30.02 The Employer agrees not to introduce as evidence in the case of promotional opportunities or disciplinary action any document from the file of an employee, the existence of which the employee was not made aware of, by the provision of a copy thereof at the time of filing, or within a reasonable period thereafter.
- 30.03 Any document or written statement related to disciplinary action, which may have been placed on the Personnel file of an employee, shall be destroyed after eighteen (18) months have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.
- 30.04 Upon written request of an employee, the Personnel file of that employee shall be made available for his examination at reasonable times in the presence of an authorized representative of the Association and the Union, if so requested.
- 30.05 Where an employee is required to attend a meeting with the Employer to deal with matters that are of a disciplinary nature, the employee shall have the right to have a representative of the Union in attendance. The Employer must advise the employee in advance of any disciplinary meeting.

ARTICLE 31

CLASSIFICATION

- 31.01 During the term of this Agreement, if a new or revised classification standard is implemented by the Employer, the Employer shall before applying the new or revised classification standard, negotiate with the Union the rates of pay and the rules affecting the pay of employees for the classification affected. If the parties fail to reach agreement within sixty (60) days from the date on which the Employer submits the new or revised standard to the Union, the Employer may apply the new rates of pay and the Union may refer the matter to arbitration. The arbitrator's decision will be retroactive to the date of application of the new rates.
- 31.02 Where an employee believes that he has been improperly classified with respect to his position or category, group and level, he shall discuss his classification with his immediate supervisor and, on request, be provided with a copy of his statement of duties before he files a grievance under Article 32 - Adjustment of Disputes.

ARTICLE 32

ADJUSTMENT OF DISPUTES

- 32.01 (1) The Association and the Union recognize that grievances may arise in each of the following circumstances:
- (a) by the interpretation or application of:
    - (i) a provision of a regulation, direction or other instrument made or issued by the Association dealing with terms or conditions of employment; or
    - (ii) a provision of this Agreement or Arbitral Award; and
  - (b) disciplinary action resulting in demotion, suspension, or a financial penalty;
  - (c) dismissal from the Association, and
- (2) The procedure for the final resolution of the grievances listed in section (1) above is arbitration.
- (3) The final resolution for letters of discipline placed on personnel file shall be the second level.
- 32.02 If he so desires, an employee may be assisted and represented by the Union when presenting a grievance at any level.
- 32.03 An employee or the Union on behalf of an employee or group of employees who wish to present a grievance at any prescribed level in the grievance procedure, shall transmit this grievance to the

Manager who shall forthwith:

- (a) forward the grievance to the representative of the Association authorized to deal with grievances at the appropriate level; and
  - (b) provide the employee and the Union with a receipt stating the date on which the grievance was received by him.
- 32.04 A grievance of an employee or the Union shall not be deemed to be invalid by reason only of the fact it is not in accordance with the form supplied by the Association.
- 32.05 Except as otherwise provided in this Agreement a grievance shall be processed by recourse to the following steps:
- (a) First Level (Manager)
  - (b) Second Level (Board of Directors)
  - (c) Final Level (Arbitration)
- 32.06 The Union shall have the right to consult with the Manager with respect to a grievance at each or any level of the grievance procedure.
- 32.07 An employee may present a grievance to the first level of the procedure in the manner prescribed in Clause 32.03 within fifteen (15) calendar days.
- 32.08 The Employer shall reply in writing to a grievance within fourteen (14) calendar days at level 2.
- 32.09 An employee or the Union on behalf of an employee or group of employees may present a grievance at each succeeding level in the grievance procedure beyond the first level,
- (a) where the decision or settlement is not satisfactory to the griever, within fourteen (14) calendar days after that decision or settlement has been conveyed in writing to him by the Association; or
  - (b) where the Association has not conveyed a decision to the griever, within the time frame prescribed in Clause 32.08 within fourteen (14) calendar days after the day the reply was due.
- 32.10 Where an employee has been represented by the Union in the presentation of his grievance, the Employer will provide the appropriate representative of the Union with a copy of the Employer's decision at each level of the grievance procedure at the same time that the Employer's decision is conveyed to the employee.
- 32.11 (1) No employee shall be dismissed without first being given notice in writing together with the reasons therefor. When the Employer dismisses an employee the grievance procedures shall apply except that the grievance may be presented at the Final Level upon the failure of the Committee to resolve the matter within ten (10) days.

- (2) An appeal to the Association against a decision to dismiss the employee must be filed within five (5) calendar days after the employee receives his notice of dismissal.
- 32.12 The Union shall have the right to initiate and present a grievance on matters relating to health and safety to any level of management specified in the grievance procedure, on behalf of one or more members of the Union.
- 32.13 An employee shall have the right to present a grievance on matters relating to the application or interpretation of this Agreement provided he first obtains the authorization of the Union prior to presenting such grievance.
- 32.14 An employee may, by written notice to the Manager, withdraw a grievance provided that, where the grievance is one arising out of the application or interpretation of this Agreement his withdrawal has the endorsement, in writing, of the Union.
- 32.15 The Union shall have the right to initiate and present a grievance to any level of management specified in the grievance procedure related to the application or interpretation of this Agreement on behalf of one or more members of the Union.
- 32.16 The time limits stipulated in this procedure may be extended by mutual agreement between the Association and the employee, and where appropriate, the Union representative.
- 32.17 No proceedings under this Article are invalid by reason of any defect of form or any technical irregularity.

#### ARBITRATION

- 32.18 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement including any question as to whether a matter is arbitrable, or where an allegation is made that a term or condition of this Agreement has been violated, either of the parties may, after exhausting the grievance procedure in this Article, notify the other party in writing within twenty-one (21) days of the receipt of the reply at the Final Level, of his desire to submit the difference or allegation to arbitration.
- 32.19 (1) The parties agree that arbitration referred to in 32.18 shall be by a single arbitrator.
- (2) If an arbitrator selected by mutual agreement of the parties is not available for a hearing date within thirty (30) days of the date on which notification by either party to submit the difference to arbitration was made, another name will be selected until an arbitrator is found to hear the parties within the above mentioned thirty (30) day period. Such time limit may be extended by mutual agreement.
- (3) In the event that the Association and the Union are unable to agree on the selection of the Arbitrator, the Minister of Labour of Canada shall be requested to appoint an Arbitrator, and it is agreed that the arbitrator so appointed shall act as the sole Arbitrator.
- 32.20 (1) The arbitrator has all of the powers granted to arbitrators under the Canada Labour Code in

addition to any powers which are contained in this Agreement.

- (2) The arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it.
  - (3) The award of the arbitrator shall be signed by him and copies thereof shall be transmitted to the parties to the dispute.
- 32.21 The Arbitrator shall not have the authority to alter or amend any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or to render any decision contrary to the terms and provision of this Agreement, or to increase or decrease wages.
- 32.22 The Association and the Alliance shall each pay one-half of the remuneration and expenses of the arbitrator and each party shall bear its own expenses of every such arbitration.
- 32.23 Where a party has failed to comply with any of the terms of the decision of the arbitrator, either party or employee affected by the decision may, after the expiration of thirty (30) calendar days from the date of the release of the decision or the date provided in the decision for compliance, whichever is later, file in the office of Clerk of the Supreme Court of the N.W.T., a copy of the decision, exclusive of the reason therefore in the prescribed form, whereupon the decision may be entered in the same way as a judgement or an order of that court and may be enforceable as such.
- 32.24 Where an employee files an appeal against his dismissal from the Association by way of a grievance the provisions of Clause 32.11 and 32.18 apply.
- 32.25 In addition to the powers granted to arbitrators under the Canada Labour Code the Arbitrator may determine that the employee has been dismissed for other than proper cause and he may:
- (a) direct the Employer to reinstate the employee and pay to the employee a sum equal to his wages lost by reason of his dismissal, or such less sum as in the opinion of the Arbitrator is fair and reasonable; or
  - (b) make such order as he considers fair and reasonable having regard to the terms of this Agreement.
- 32.26 The Committee shall meet to review and shall attempt to resolve the matter within ten (10) days. Failure to find a suitable resolution by the Committee the matter shall be referred to arbitration.
- 32.27 An Employer grievance shall be submitted to the Union directly to the President of the Union of Northern Workers and shall be referable to Arbitration under Clause 32.18.

**ARTICLE 33**

**CONTRACTING OUT**

- 33.01 There shall be no contracting out of any work by the Association, if it would result in the lay-off or the continuance of a lay-off of one or more permanent employees.

**ARTICLE 34**

**SAFETY AND HEALTH**

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

**ARTICLE 35**

**DUTY TRAVEL**

- 35.01 An employee who is authorized to travel on Association business will be reimbursed for reasonable expenses incurred.

**ARTICLE 36**

**SHORT TERM LEAVE FOR TRAINING PURPOSES**

- 36.01 Leave with pay to take advanced or supplementary professional or technical training of less than one academic year may be granted to employees upon the recommendation of the Manager and with the approval of the Board of the Association.
- 36.02 Where a request for leave under Clause 36.01 and 36.02 has been submitted by an employee, the Employer shall, within a reasonable period from the date of the employee's submission, advise the employee whether his request has been approved or denied.

## ARTICLE 37

### TRADES

#### APPLICATION

37.01 The provision of this Article shall apply to all maintenance classifications

#### 37.02 TRADES CERTIFICATION

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. When possible, 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 or combination thereof.

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

#### WORK CLOTHING AND PROTECTIVE EQUIPMENT

37.03 (1) The Employer shall agree to supply the following articles when they are required by the Employer or the Workers' Compensation Board:

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

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

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

(3) The Employer agrees to pay the sum of \$100.00 per year to each permanent full time maintenance employee for the purchase of safety foot wear upon the provision of receipts.



COMPENSATION FOR TOOLS AND EQUIPMENT

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

**ARTICLE 38**

**APPRENTICES**

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

Four Year Training Programs

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

Three Year Training Programs

Year 1	60%
Year 2	70%

Year 3	80%
Two Year Training Programs	
Year 1	65%
Year 2	80%
One Year Training Programs	
Year 1	70%

(e) The Employer may pay the Apprentice while attending trade courses in accordance with the following:

- (i) 100% of regular wages;
- (ii) 100% of accommodation;
- (iii) a tool deposit which is to be an accountable advance to be repaid to the Association upon the Apprentice's return from the course;
- (iv) a room key deposit which is to be an accountable advance to be repaid to the Association upon the Apprentice's return from the course;
- (v) student fees;
- (vi) a personal phone call per week not to exceed fifteen (15) minutes.

(9) Except where otherwise stated, apprentices shall be entitled to the benefits and terms and conditions of employment outlined in the current Agreement.

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

(3) Upon verification of the termination of the apprenticeship contract, the apprentice ceases to be employed.

## ARTICLE 39

### SENIORITY

- 39.01 Seniority is defined as length of employment with the Employer and shall be applied on a bargaining unit wide basis.
- 39.02 (a) A newly hired employee shall be on probation for a period of six (6) months.
- (b) During the probationary period, the employee shall be entitled to all rights and benefits contained in this Agreement, except:
- (i) the accumulation of seniority, which shall not be credited to the employee until he has completed his probationary period to become a regular employee; at this time his seniority shall be dated six (6) months prior to the date the employee becomes a regular employee; and
  - (ii) in the event the Employer determines that the employee does not meet the requirements of the position or is unsuitable to become a regular employee, he may be terminated and said termination may be the subject for a grievance under Article 32 "Adjustment of Dispute".
- 39.03 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.
- 39.04 An employee shall be on probation for a period of four (4) months when an employee has been promoted or transferred. During the probationary period, the employee shall be entitled to all rights and benefits of the Agreement.
- 39.05 An employee shall lose his seniority in the following circumstances:
- (a) if he is discharged for just cause and is not re-instated;
  - (b) if he resigns voluntarily;
  - (c) if he abandons his position;
  - (d) if he is no lay-off for more than a year;
  - (e) if, following lay-off, he fails to return to work within ten (10) days of being recalled.
- 39.06 Seniority shall not accumulate during a period of leave of absence of over six (6) months.

## ARTICLE 40

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

- 40.01 Every vacancy for positions expected to be of more than six (6) months' duration and every newly-created position shall be posted for five (5) full working days on the Union notice board. An employee desiring a position must make application in writing to the Manager within five (5) working days of the last day of posting.
- 40.02 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 the most senior employee possesses the required qualifications and ability to perform the normal requirements of the job.
- 40.03 Where operational requirements permit, in filling job vacancies, including promotions, transfers, and new positions, the job shall be awarded within fifteen (15) working days of posting to the successful applicant.
- 40.04 No employee shall be transferred to a position outside the bargaining unit without his consent. If an employee is transferred to a position outside the bargaining unit, he shall retain his seniority accumulated up to the date of leaving the unit, but will not accumulate further seniority. Such employee shall have the right to return to a position in the bargaining unit consistent with his seniority accumulated up to the date of transfer outside the unit.
- 40.05 No employee shall be transferred to another position within the bargaining unit without his consent. If an employee is transferred to another position, he shall have the right to return to his former position within 60 days, and any other employee affected by the transfer shall be returned to his former position, without loss of wages or seniority.
- 40.06 New employees shall not be hired when there are permanent employees on lay-off qualified to perform the job.
- 40.07 A probationary employee shall be eligible to participate in job competitions in the same manner as non-probationary employees within the Association.

## ARTICLE 41

### HOUSING SUBSIDY

- 41.01 (1) Employees in private accommodation or paying full economic rate and utilities shall be entitled to:
- (a) A housing allowance of \$450.00 per month.

- (b) A household allowance of \$100.00 per month.

## **ARTICLE 42**

### **CIVIL LIABILITY**

- 42.01 If an action or proceeding is brought against any employee or former employee covered by this Agreement for an alleged tort committed by him in the performance of his duties, then:
- (a) The employee, upon being served with any legal process, or upon receipt of any action or proceeding as hereinbefore referred to, being commenced against him shall advise the Employer of any such notification or legal process;
  - (b) The Employer shall pay any damages or costs awarded against any such employee in any such action or proceedings and all legal fees, and/or, the Employer shall pay any sum required to be paid by such employee in connection with the settlement of any claim made against such employee provided the conduct of the employee which gave rise to the action did not constitute a gross disregard or gross neglect of his duty as an employee.
  - (c) Upon the employee notifying the Employer in accordance with paragraph (a) above, the Employer and the employee shall forthwith meet and appoint counsel that is mutually agreeable to both parties. Should the parties be unable to agree on counsel that is agreeable to both, then the Employer shall unilaterally appoint counsel. The Employer accepts full responsibility for the conduct of the action and the employee agrees to cooperate fully with appointed counsel. The Employer shall pay any sum required to be paid by such employee in connection with the settlement of any claim made against such employee provided the conduct of the employee which gave rise to the action did not constitute a gross disregard or gross neglect of his duty as an employee.

## **ARTICLE 43**

### **SEVERANCE PAY**

#### **LAY-OFF**

- 43.01 Effective March 1, 1994 an employee who is laid-off will be paid one weeks pay per complete year of continuous employment.

## **ARTICLE 44**

### **SUSPENSION AND DISCIPLINE**

- 44.01 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 employee's length of service and other relevant mitigating factors.
- 44.02 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.
- 44.03 Where an employee is required to attend a meeting with the Employer to deal with matters that are of a disciplinary nature, the Employee shall have the right to have a representative of the Union in attendance. The Employer must advise the employee of his right to be accompanied by his representative.
- 44.04 The Employer shall notify the appropriate Union representative when discipline occurs.

## **ARTICLE 45**

### **LABOUR/MANAGEMENT COMMITTEE**

- 45.01 A Committee will be formed to consult on matters of safety and health, the Employee Assistance Program, and other matters of mutual interest
- 45.02 The Committee shall be comprised of equal representation of the Union and the Employer, with each party choosing their respective representatives.
- 45.03 The Committee will meet once every two (2) months at a pre-established time, and at other times at the request of either party. The role of Chairman will alternate between the Employer and the Union.
- 45.04 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 Committee is to consider various alternatives for ensuring that an injured employee receives the appropriate medical transportation to the nearest medical facility and which agency is to bear such costs.
- (f) (i) Where the Employer requires an employee to undergo an occupational health examination by a qualified practitioner, chosen by the employee, the examination will be conducted at no expense to the employee.
- (ii) An employee will be granted leave with pay to attend the examination.

#### Workplace Environmental Protection

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

#### Toxic Hazardous Substances

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

#### Protective Clothing and Equipment

- (i) 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

- (j) A pregnant worker who furnishes to the Employer a medical certificate attesting that the working conditions may be physically dangerous to her unborn child, or to herself by reason of her

pregnancy, may request to be assigned to other duties including no such danger for the duration of her pregnancy. This request may be granted by the Employer and the assignment shall be without loss of pay or benefits.

#### The Right to Know Hazard Identification

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

#### Information and Investigations Concerning Health Hazards and Work Injuries

- (l) 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

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

#### Right to Refuse Dangerous Work

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



Employee Assistance Program

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

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

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

Other Matters

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

**ARTICLE 46**

**RE-OPENER OF AGREEMENT AND  
MUTUAL DISCUSSIONS**

**RE-OPENER OF AGREEMENT**

46.01 This Agreement may be amended by mutual consent.

**MUTUAL DISCUSSIONS**

46.02 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

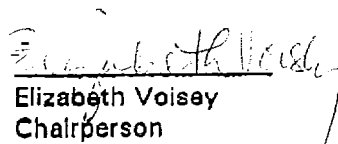


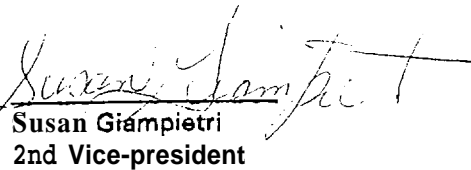
- 49.01 (a) The term of this Agreement shall ~~be~~ from March 1, 1996 to March 31, 1997.
- (b) The provisions of this Agreement take effect on the date of ratification by the Employer and the Union, unless another date ~~is~~ expressly stated.

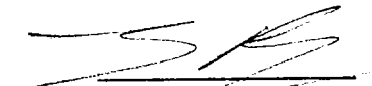
Signed this 14<sup>th</sup> day of May, 1996 at  
Whale Cove, NT.

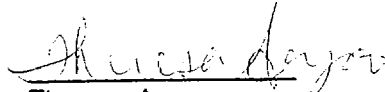
On behalf of the  
Tasiurqtit Housing  
Association

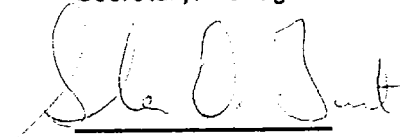
On behalf of the  
Public Service Alliance  
of Canada

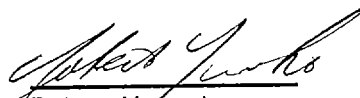
  
Elizabeth Voisey  
Chairperson

  
Susan Giampietri  
2nd Vice-president

  
Terry Rodgers  
Secretary/Manager

  
Theresa Angoo  
Committee Member

  
Glenn Tait  
Negotiator

  
Robert Yaremko  
Negotiator

APPENDIX "A"

RATES OF PAY

Maintenance Foreman  
(Journeyman Housing Maintainer Serviceman papers required)

\$24.62 per hour

The Maintenance Foreman shall receive an additional allowance of \$300.00 per year for each full time permanent maintenance employee he supervises to be paid March 31 each year.

Housing Maintenance Serviceman  
(Journeyman papers required)

\$22.23 per hour

Tenant Relations Officer

\$15.02 per hour

\$16.53 per hour effective June 01, 1996.

## Letter of Understanding

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

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

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

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

This Letter of Understanding expires March 31, 1997.