

COLLECTIVE AGREEMENT

BETWEEN THE

PUBLIC SERVICE ALLIANCE OF CANADA

AND THE

AKLAVIK HOUSING ASSOCIATION

EFFECTIVE: APRIL 1, 1993
EXPIRES: MARCH 31, 1996

UNION OF NORTHERN WORKERS
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ARTICLE 1

PURPOSE OF AGREEMENT

- 1.01** The Purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees and the Union, to set forth certain terms and conditions of employment relating to pay, hours of work, employee benefits, and general working conditions affecting employees covered by this Agreement and to ensure that all reasonable measures are provided for the safety and occupational health of the employees.
- 1.02** The parties to this Agreement share a desire to improve the quality, to promote well-being and increase the productivity of the employees to the end that the Housing Association 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' means the Aklavik Housing Association.
- (d) "Bargaining Unit" means all employees of Aklavik Housing Association excluding the Manager or Secretary/Manager as certified by the Canada Labour Relations Board on August 4, 1983.

- (e) (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 months, his periods of employment for purposes of sick leave, vacation leave and travel benefits shall be considered as continuous employment with the Housing Association.
- (9) 'Casual Employee' means a person employed by the Employer for work of a temporary nature not to exceed ~~six~~

(f) continuous months.

- (g) "Compensatory Leave" means that leave with pay taken in lieu of a cash payment.
- (h) "Day of Rest" in relation to an employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of his position other than by reason of his being on leave of absence.
- (i) "Demotion" means the appointment of an employee for reasons of incompetence or incapacity, to a new position for which the maximum pay is less than that of his former position.
- (j) "Dependant" means a person who is the employee's spouse (including common-law), child, step-child, adopted child who is under nineteen years of age and dependent upon him/her for support or being nineteen years of age or more

and dependent upon him/her by reason of 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.

- (k) "Employee" means a member of the bargaining unit.
- (l) "Employer" means the Aklavik Housing Association.
- (m) "Fiscal Year" means the period of time from April 1, in one year to March 31, of the following year.
- (n) "Grievance" means a complaint in writing that an employee, group of employees, or the Union submits to management, to be processed through the grievance procedure.
- (o) "Holiday" means the **twenty-four (24)** hour period commencing at 12 midnight

at the beginning of a day designated as a paid holiday in this Agreement.

- (p) "Lay-off" means an employee whose employment has been terminated because of lack of work or lack of funding.
- (q) "Leave of Absence" means absence from duty with the Employer's permission.
- (r) "Manager" means the **Secretary-Manager of the Aklavik Housing Association.**
- (s) "May" shall be regarded as permissive and "Shall" and "Will" as imperative.
- (t) "Membership Fees" means the fees established pursuant to the **By-Laws** of the Public Service Alliance of Canada as the fees payable by the members of the Bargaining Unit.

- (u) "Overtime" means work performed by an employee before or after or in excess or ~~outside~~ of his regularly scheduled hours of work.
- (v) "Probation" means a period of six (6) months from the day upon which an employee is ~~first~~ appointed to the Housing Association or a period of three months after an employee has been transferred or promoted. If an employee ~~does~~ not successfully complete his probationary ~~period~~ on transfer or promotion the Employer will make every reasonable effort to appoint him to a position comparable to one from which he was transferred ~~or~~ promoted.
- (w) "Promotion" means the appointment of an employee to a new position, the rate of pay of which exceeds that ~~of~~ his former position.

- (x) "Rates of Pay"
 - (i) "weekly rate of pay" means an employee's annual salary divided by 52;
 - (ii) "daily rate of pay" means an employee's weekly rate of pay divided by five (5);
 - (iii) "hourly rate of pay" means an employee's daily rate of pay divided by his regularly scheduled daily hours of work, or where an employee is paid by the hour, the rate of pay established by the Employer for his employment.

- (y) "Representative" means an employee who has been elected or appointed as a steward or who represents the Union at meetings with management and who is authorized to represent the Union.

- (z) "Transfer" means the appointment of an employee to a new position, that does not constitute a promotion or demotion.
- (aa) "Union" means the Public Service Alliance of Canada as represented by its agent the Union of Northern Workers.
- (bb) "Week" for the purposes of this Agreement shall be deemed to commence 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 Labour Standards Act or in the Regulations made thereunder, have the same meaning as given to them in that Act; and,
- (b) if defined in the Interpretation Act, but not defined in the Act mentioned in paragraph (a), 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 as described in the Certification Order issued by the Canada Labour Relations Board dated August 4, 1983.

DISCRIMINATION

- 3.02** The Employer and the Union agree that there shall be no discrimination, interference,

restriction, or coercion exercised or practiced 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. Affirmative Action programmes will not be deemed to be discriminatory.

ARTICLE 4

APPLICATION

- 4.01** The provisions of this Agreement apply to the Union, the employees and the Housing Association.
- 4.02** The Employer and the Union shall share equally all costs related to the printing and distribution of this Collective Agreement. The Union shall **facilitate** said printing and distribution.

ARTICLE 5

SECURITY OF AGREEMENT

FUTURE LEGISLATION

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

CONFLICT OF PROVISIONS

- 5.02** Where there is any conflict between the provisions of this agreement and any policy, direction or other Instrument dealing with

terms and conditions of employment issued by the Employer, the provisions of this agreement shall prevail.

ARTICLE 6

STRIKES AND LOCKOUTS

- 6.01** There shall be ~~no~~ lockout by the Employer and ~~no~~ interruption or impeding of work, work stoppage, strike, sitdown, slowdown, or any other interference with production by any employee or employees during the life of this Agreement.
- 6.02** Any employee who participates in any interruption or impeding of work, work stoppage, strike, sitdown, slowdown, or an other interference with production during the ~~life~~ of this Agreement may be disciplined by the Employer.

ARTICLE 7

II : RESPONSIBILITIES

- 7.01 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 An employee can ~~carry~~ carry on any business or employment outside his regularly scheduled hours of duty without interference from the Housing Association.
- 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 and his outside interests: and
- (b) certain knowledge and information available only to Aklavik 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 obtain the agreement of the Labour Management Committee prior to issuing the directives. Where the Employer proposes to issue a personnel directive which is intended to clarify the Interpretation or application of the Collective Agreement, the Employer shall have written agreement of the

Union prior to issuing the directives.

ARTICLE 10

UNION ACCESS | EMPLOYER |

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

ARTICLE 11

APPOINTMENT OF |T.

- 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

and alternates within a reasonable period.

ARTICLE 12

TIME-OFF FOR UNION BUSINESS

**CONCILIATION AND ARBITRATION
HEARINGS**

Disputes

- 12.01 (a) The Employer will grant leave with pay to one (1) employee representing the Union before a Conciliation or Arbitration Board hearing:

Employee called as a Witness

- (b) The Employer will grant leave with pay to an employee called as a witness before a Conciliation or Arbitration Board hearing, 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.

(a) When the discussions take place in the Hamlet of Aklavik, leave with pay, and;

(b) When the discussions take place outside the Hamlet of Aklavik, leave without pay.

CONTRACT NEGOTIATIONS MEETINGS

12.04 Where 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.

PREPARATORY CONTRACT NEGOTIATIONS
MEETINGS

- 12.05** When operational requirements permit, the Employer will grant leave with pay to two (2) employees to attend a reasonable number of preparatory negotiations meetings.

MEETINGS BETWEEN EMPLOYEE
ORGANIZATIONS AND MANAGEMENT

- 12.06** When operational requirements permit, the Employer will grant time-off with pay to one (1) employee who is meeting with management on behalf of the Union.

EMPLOYEE ORGANIZATION EXECUTIVE
COUNCIL MEETINGS. CONGRESS AND
CONVENTIONS

- 12.07** When 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 Component

(Union of Northern Workers), the Canadian Labour Congress and the N.W.T. Federation of Labour.

ACTIVES TRAINING COURSE

- 12.08** When 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 REPRESENTATIVE

- 12.09** (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.

12.10 When operational requirements permit, and upon reasonable notice, 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 Federal or Territorial legislation; and
- (b) to present briefs to commissions, boards and hearings that are mandated by Territorial legislation or the Federal Government.

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 and will apply to the extent that earnings are available. Where an employee does not have **sufficient** earnings in respect of any **bi-weekly** period to permit deduction, the Employer shall not be **obligated** to make such deductions from subsequent

salary.

- 13.04** From the date of signing and for the duration of this Agreement no employee organization, other than 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 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 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.
- 13.07** The Employer agrees to identify annually on each employee's T-4 slip the total amount of

Alliance dues deducted for the preceding year.

ARTICLE 14

INFORMATION

14.01 The Employer agrees to provide the Union once per month of change occurring in the Bargaining Unit, with the name, address, job title, rate of pay and social insurance number of all employees in the Bargaining Unit. The Union shall be notified of employees not paying Union dues due to leave and the type of leave.

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 Collective Agreement.

- 14.03 The Employer agrees to provide each new member of the Bargaining Unit with a copy of the Collective Agreement upon his appointment.
- 14.04 Where possible and reasonable, the Employer shall arrange for a translating /interpreting service of this Collective Agreement for those employees who cannot read English.

ARTICLE 15

PROVISION OF BULLETIN BOARD SPACE AND OTHER FACILITIES

- 15.01 The Employer shall provide bulletin board space in each location clearly identified for exclusive Union use for the posting of notices pertaining to elections, appointments, meeting dates, news items and social and recreational affairs.

- 15.02** The Employer shall make available to Union specific locations on the premises for the placement of bulk quantities of literature of the Union.
- 15.03** Upon reasonable notice and when the space is available the Employer shall make available to the Union and the members of the Bargaining Unit a suitable meeting room for each local or branch 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 normal internal mail distribution system.
- 15.05** At the reasonable discretion of the Manager, the present policy of permitting reasonable access for employees to utilize Housing Association facilities or equipment, excluding vehicles, outside of business hours will continue.

ARTICLE 16

DESIGNATED PAID HOLIDAYS

- 16.01 (1) The following days are designated paid holidays for employees covered by this Collective Agreement:
- (a) New Year's Day
 - (b) Good Friday
 - (c) Easter Monday
 - (d) 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)** one or more additional days when proclaimed by the Mayor of the Hamlet of Aklavik.

- (2)** Where the Commissioner of the

N.W.T. agrees to provide the majority of employees in any community with time off in support of a community function, those employees who are unable to take advantage of the time off subject to operational requirements, employees will be granted time off with pay.

- (3) Clause **16.01** does 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, except with the approval of the Board of Directors of the Aklavik Housing Association.

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) one and one half (1½) times his hourly rate for the first four (4) hours worked and

(b) twice (2) his hourly rate for hours worked in excess of four (4) hours. 40

6.05 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 Housing Association permit, an employee shall not be required to work both Christmas and New Year's 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 instituted at any time after he has completed one (1) year or more of continuous employment.

17.02 During the month of April in each year the Employer shall inform each employee in the Bargaining Unit in writing of the balance of his special, sick, vacation leave and ~~time-off~~ with pay credits as of the 31st day of March.

17.03 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.

ARTICLE 18

VACATION LEAVE

ACCUMULATION OF VACATION LEAVE

- 18.01 (1) For each month of a fiscal year in which an employee receives 10 days pay, he shall earn Vacation Leave at the following rates:
 - (a) one and one-quarter (1¼) days each month until the month in which the anniversary of the second (2nd) year of continuous

service is completed.

- (b) one and two-thirds ($1 \frac{2}{3}$) days each month commencing in the month after completion of two (2) years of continuous service and ending in the month that thirteen (13) years of continuous service is completed.
- (c) two and one-twelfth ($2 \frac{1}{12}$) days each month commencing in the month after completion of thirteen (13) years of continuous employment and ending in the month that twenty (20) years of continuous employment is completed.
- (d) two and one-half (2½) days each month commencing in the month after completion of twenty (20) years of

continuous employment.

- (2) (a) The accumulated ~~service~~ for permanent employees shall be counted for the improved vacation leave entitlements in paragraphs (b), (c), and (d) of section (1) of this clause.
- (b) Part-time employees shall be paid six **(6)**, eight **(8)**, ten (10) or twelve **(12)** percent of their total earnings in the fiscal year in accordance with their accumulated service in lieu of vacation leave to which they would otherwise be entitled.

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 employees 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 Housing Association will prevail;

- (iii) where the operational requirements are such that an employee is not ~~permitted~~ to take his vacation leave during the months of June to September Inclusive In ~~one~~ fiscal year, consideration will ~~be~~ given to his being granted his vacation leave during- the months ~~of~~ June 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.

(2) The Employer shall make every reasonable effort to reply to the request for vacation leave submitted by the employee within five (5) days after the request has been received in writing. Where the Employer has proposed to deny the vacation leave requested by the employee, the Employer shall provide the employee with the reasons, in writing, for such denial of vacation leave.

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

(a) is granted special leave, when there is a death in his immediate family as

defined in Article 19; or

- (b) is granted 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 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 April.

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) Employer shall grant the employee any vacation leave earned but not used by him before the employment is terminated by lay-off if the employee so requests.

18.08 An employee whose employment **is** terminated by reason **of** a declaration that **he** abandoned **his** position is entitled to receive the payment referred to in Clause **18.07**. If after reasonable **efforts** the Employer is unable to locate the employee within thirty (30) days 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 two (2) week period.

VACATION TRAVEL ASSISTANCE

- 18.09 (1) **All** employees, except casuals, taking vacation leave are entitled **to** transportation assistance once each **fiscal** year. **All** employees with **six** (6) **or** more years of employment are entitled to transportation assistance **twice** in each **fiscal** year.
- (2) Notwithstanding Clause (1) above, an employee shall not receive **transporta-**

tion assistance under **this** Article during his first ~~six~~ (6) months of employment with the Housing Association.

- (3) Transportation assistance shall be provided to employees and their dependents, if any, in cash equal to the return airfare Aklavik to Edmonton calculated on the following basis:
 - (a) 1st VTA - 7 day excursion rate;
 - (b) 2nd VTA - 14 day excursion rate.
- (4) Where travel is by means other than scheduled or chartered aircraft a transportation allowance equivalent to the cost involved in 18.09 (3) (a) or (b).
- (5) This benefit shall apply to the employee's dependents or spouse

where the employee has declared in a statement that this benefit is not provided to their spouse from any other source.

- (6) In order to receive the vacation travel assistance, an employee must be proceeding on vacation leave and be travelling outside the Hamlet.

TRAVEL TIME

- 18.10 (1) Subject to 18.09, every employee who is proceeding on vacation leave and who is requesting Vacation Travel Assistance shall be granted, ~~once/twice~~ 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 Aklavik 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 outside of the Hamlet, his travel leave shall be ~~two~~ (2) days.
 - (ii) Where the employee travels by means other than air travel, his travel leave shall be three (3) days.
- (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
Housing **Association**.

- 18.11 **As** of April 1st of each year an employee may be advanced Vacation Leave Days to a maximum of that which can be earned in the current fiscal year.

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 day for each calendar month in which he received pay for at least ten (10) days, or
 - (b) one-quarter 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**, adopted child, grandparent, grandchild, father-in-law, mother-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;
 - (b) when an employee is to be **married**.
- (2) The Manager may grant an employee **special**

leave with pay for a period of up to five (5) consecutive working **days**:

- (a)
 - (i) where a member of the Immediate family becomes **ill** (not including childbirth) and the employee is required to care for his dependants or for the sick person: .
 - (ii) where a member of the **Immediate** family residing outside the employee's community of residence becomes seriously **ill**.
- (b) **where special** circumstances **not** directly attributable to the employee prevent his reporting to duty, including:
 - (i) serious household or domestic emergencies.
 - (ii) a general transportation tie-up

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;

(c) in the event of the death of the employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law.

(d) In circumstances which are of general value to the Housing Association, such as where the employee:

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

(ii) attends his **University** Convocation, if he has been continuously employed for at

least one (1) year;

- (iii) attends a course in civil defense training or Reserve Forces training;
- (iv) requires a medical examination for enlistment in the **Canadian** Forces or in connection with a veteran's treatment program.

19.03 Special leave in excess of five (5) consecutive working days for the purposes enumerated in Clause 19.02 may be granted by the Manager.

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. This leave may be ~~divided~~ into two parts and taken on separate days. Under special circumstances the Employer may

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

ADVANCE OF CREDITS

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

- CASUAL LEAVE

19.06 Employees may be granted casual leave with pay to a maximum of two (2) hours. Such leave will not be unreasonably denied.

QUARANTINE

19.07 Employees shall be granted special leave with pay for **time lost** through quarantine when the employee provides the Employer with a medical certificate to that effect.

ARTICLE 20

SICK LEAVE

CREDITS

20.01 An employee shall earn sick leave credits at the rate of one and ~~one-quarter~~ $(1\frac{1}{4})$ days for each calendar month for which he receives pay for at least ten (10) days.

20.02 Subject to the remainder of this Article, all absences on account of illness on a normal working day shall be charged against an employee's accumulated sick leave credits except:

- (a) When the period of absence is two hours or less there shall be no charge;
- (b) When the period of absence is more than two hours but less than six hours, one half day shall be charged:

-
- (c) When the period of absence is six hours or more, one full day shall be charged.

An employee shall make every reasonable effort to **call** in or sick leave will not be approved.

20.03 Unless otherwise informed by the Employer an employee must sign a statement stating that because of this 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 of more than nine (9) days **wholly** on the basis of statements signed by him.

20.04 An employee is required to **produce** a **certificate** from a qualified medical practitioner,

certifying that such employee is unable to carry out his duties due to illness:

- (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 sick leave on more than ~~nine~~ (9) days wholly on the basis of the statements signed by him.

20.05 Where leave of absence without pay is authorized for any reason, or an employee is laid-off because of lack of work, and the employee returns to work upon expiration of such leave of absence or lay-off, he shall earn sick leave credits for each month in which he worked at least 10 days and shall retain any unused sick leave existing at the time of lay-off or commencement of leave without pay.

20.06 In circumstances where sick leave would be authorized but the employee has insufficient or

no sick leave credits, at the discretion of the Employer, he shall be granted sick leave in advance to a limit of eight (8) 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.

20.07 An employee is not eligible for sick leave with pay for any period during which he is on leave of absence without pay or under suspension.

20.08 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.

TRANSPORTATION TO A MEDICAL CENTRE -
TRAVEL TIME

20.09 Every employee who is proceeding to a medical centre shall be granted leave of absence with pay which is not to be charged

against his sick leave credits for the lesser of three (3) days or the actual time taken to travel from his post to a medical centre and return.

20.10 TRANSPORTATION TO A MEDICAL CENTRE

Employees who are required to travel to a medical centre shall apply for funding for this purpose from the applicable level of government. In the event that the employee is required to pay the one hundred dollar (\$100.00) deductible, this amount will be reimbursed to the employee by the Employer.

20.11 At the end of the fiscal year, any sick days in excess of **twelve** (12) earned during the **fiscal** year but not used may be converted to annual leave. These days converted to vacation leave must be **used** as vacation leave and are not cashable.

ARTICLE 21

OTHER TYPES OF LEAVE

COURT LEAVE

21.01 Subject to (c) below 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 or justice or before a grand jury;
 - (ii) before a court, judge, justice, magistrate, or coroner;
 - (iii) before the Senate or House of

Commons or Canada, or a committee of the Senate or House of Commons, otherwise than in the performance of the duties of his position;

- (iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it;
 - (v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.
- (c) Notwithstanding anything contained in this Article, there shall be deducted from the regular pay of the employee

any remuneration received by him as a result of **serv**ing on a jury or as a witness, other than remuneration **received as an allowance or** reimbursement for expenses incurred in such duty.

INJURY ON DUTY LEAVE

21.02 An employee shall be granted Injury-on-duty leave with pay to a maximum of either special leave credits or sick 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

- (1) (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 in the course of his employment;

- (2) While the parties are awaiting the decision of the Workers' 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 employee's 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's Compensation Board, **i.e. if 2/3** of the Employee's regular wage is received from the Workers' Compensation Board, the amount of leave liquidated ~~for~~ one day's Injury on duty leave shall be 1/3 day.

MATERNITY LEAVE

- 21.03 (1) Subject to **21.03(2)**, an employee who becomes pregnant shall:
- (a) Notify the Employer of her pregnancy at **least 15** weeks prior to the expected date of termination of her pregnancy; and
 - (b) Be granted leave of absence

without pay, commencing eleven (11) weeks before the expected date of termination of her pregnancy and ending not later than twenty-six (26) weeks after the date of termination of her pregnancy.

- (2) At the request of an employee, the Employer may vary the time specified in 21.03(1) provided that the employee submits the written approval of either a qualified medical practitioner or a person approved by the Deputy Minister of Health.
- (3) Further, when a pregnant employee produces a statement from her physician that her working condition may be detrimental to her health or that of the fetus, the employer will either change those working conditions or temporarily transfer the employee to another position with equal pay or allow the employee to

take leave ~~of~~ absence without pay for the duration of her pregnancy.

- (4) (i) After completion of ~~six~~ (6) months continuous employment, an employee who provides the Employer with proof that she has applied for and is eligible to receive unemployment insurance benefits pursuant to Sections 18 or 20 of the Unemployment Insurance Act shall be paid an allowance in accordance with the Supplementary Unemployment Benefit Plan.
- (ii) An applicant under Clause 21.03(4)(i) shall sign an agreement with the Employer providing:
 - (a) 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;

(b) That she will return to
work on the date of
the expiry of her
(maternity leave),
unless this date is
modified with the
Employer's consent.

(iii) Should the employee fail to
return to work as per the
provisions of Clause
21.03(4)(ii), the employee
recognizes that she is
indebted to the Employer for
the amount received as an
(maternity leave) allowance.

(5) In respect of the period of (maternity
leave), payments made according to

the Supplementary Unemployment Benefit Plan will consist of the following:

- (i) For the first two (2) weeks, payment equivalent to ninety-three percent of the employees weekly rate of pay;
- (ii) For the duration of time that the employee receives unemployment Insurance benefits, payment equivalent to ninety-three percent (93%) of her weekly rate of pay.
- (iii) (a) for a full-time employee the weekly rate of pay referred to in Clause 21.03(5) shall be the weekly rate of pay to which she is entitled for the classification prescribed in her

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certificate of
appointment on the
day immediately
preceding the
commencement of
(maternity) leave;

- (b) for a part-time
employee the weekly
rate of pay referred to
in Clause 21.03(5)
shall be the pro-rated
weekly rate of pay to
which she is entitled
for the classification
prescribed in her
certificate of
appointment averaged
over the ~~six~~ month
period of continuous
employment
immediately preceding
the commencement of
the (maternity) leave.

CHILD CARE LEAVE WITHOUT PAY

- 21.04 (a) After six (6) months of continuous employment all employees will be entitled to a leave of absence without pay of up to the limits of U.I.C. eligibility at the time of the birth or adoption of the child.
- (b) An employee shall be entitled to the allowance under the Supplementary Unemployment Benefit (SUB) Plan while on leave without pay for the adoption of a child.

LEAVE FOR OTHER PURPOSES

- 21.05 Notwithstanding any provisions for leave in this Agreement, the Housing Association may grant leave of absence with or without pay to an employee for any other purpose.

ARTICLE 22

HOURS OF WORK - GENERAL

- 22.01** (a) The weekly scheduled hours of work assigned to classifications are included in the Rates of Pay Article.
- (b) The work week shall be Monday to Friday Inclusive with a scheduled work day of seven and one-half (7½) or eight (8) consecutive hours as is appropriate, exclusive of a lunch period. The hours of work shall be between the hours of 8:00 a.m. and 5:00 p.m.
- (c) Overtime shall not start until after the employee has worked the appropriate eight (8) or seven and one half (7½) hours.
- 22.02** Employees shall be entitled to a rest period, with pay, of fifteen (15) minutes duration

commencing on or about midmorning and shall be entitled to a rest period with pay, of fifteen (15) minutes duration commencing on or about mid-afternoon. An employee may absent himself from his place of work during such rest periods, but for each such rest period shall not be absent with pay from his place of work for more than fifteen (15) minutes.

22.03 A specified meal period of one hour's duration shall be scheduled as close to the mid-point of the work day as possible. The Employer will make every effort to arrange meal periods at times convenient to the employees.

ARTICLE 23

OVERTIME

23.0 In this Article:

(a) "Overtime" means work performed by

an employee before or after or in excess or **outside** of his regularly scheduled hours of work.

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

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

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

23.02 An employee who is required to work overtime shall be compensated for each completed 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.

23.03 Employees shall record **starting** and finishing times of overtime worked on a form determined by the Employer.

23.04 (1) Subject to operational requirements

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) Except in the case of an emergency an employee may for cause refuse to work overtime, providing he places his refusal in writing.
- 23.05 (a) An employee who is requested to work overtime shall be entitled to a minimum of one **hour's** pay at the appropriate rate described in **(b)** below.

(b) Overtime work shall be compensated as follows:

- (i)** at ~~time~~ and one-half (1%) for all hours except as provided in Clause **23.05(b)(ii)**;
- (ii)** at double ~~time~~ (2) for all hours of overtime worked in a day after the first four (4) hours of overtime and double time (**2T**) for all hours worked on a Sunday.
- (iii)** In lieu of **(i)** and **(ii)** above, the Employer may agree to grant equivalent leave with pay at the appropriate overtime rate to be taken at a ~~time~~ mutually agreeable to the Employer and the employee.

23.06 Where an employee is required to work three **(3)** or more hours of overtime immediately following his regularly scheduled hours of

duty, and, because of operational requirements, the employee is not permitted to **leave** his place of work, the Employer will either provide the employee with a meal or meal allowance equal to the amount of the dinner in accordance with the Duty Travel, Meals and Incidental Expenses [Article 36.05(a)(III)].

ARTICLE 24

PAY

- 24.01** Employees are entitled to be paid for services rendered for the classification and position to which they are appointed at the pay rates specified in the Rates of Pay Article.
- 24.02** Employees shall be paid on a bi-weekly basis with pay days being every second Friday.
- 24.03** Overtime earned over a pay period will be

paid in cash at the request of an employee; any overtime **requested** as **lieu** time must **be** taken as lieu time.

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 in writing 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.

SALARY INCREASES

- 24.05** (1) The Employer agrees to **pay** the negotiated salary increases to every employee not later than the month

following the month in which this Agreement is **signed and on the day** any subsequent salary increases become effective.

- (2) The Employer agrees to pay all retroactive remuneration for salary increases, overtime, acting pay and allowances not later than the month following the month in which the Agreement is signed.

ARTICLE 25

REF _____ PAY

- 25.01 (1) If an employee reports to work on his regularly scheduled work day and there is insufficient or no work available he is entitled to pay for at least two (2) hours.

- (2) If an employee is directed to report for work on a day of rest or on a designated paid holiday, and there is insufficient or no work available, he shall be paid for at least two (2) hours at the applicable overtime rates.

- (3) 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 three (3) hours pay at the straight time rate.

ARTICLE 26

CALL-BACK PAY

- 26.01** When an employee is **recalled** to a place of work **for** a specific **duty**, he shall be **paid** the greater of
- (a) compensation at the appropriate overtime rate; or
 - (b) compensation equivalent to four (4) hours pay at the straight-time rate.
- 26.02** (1) When an employee reports to work overtime for which he has been **recalled** under the conditions described in Clause **26.01** and is required to use transportation services other than **normal** public transportation service, he shall **be paid** the actual cost of commercial transportation each way, upon the production of receipt for payment of

transportation in excess of \$4.00.

- (2) **Where** the employee uses his personal vehicle, he shall be paid the appropriate mileage rate specified in the **Duty Travel Expenses Article 36**.

ARTICLE 27

TECHNOLOGICAL CHANGE

- 27.01 (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 as is practicable but not less than three (3) months 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 make every reasonable effort to offer training courses.

ARTICLE 28

PAY FOR TRAVEL ON BEHALF OF EMPLOYER

- 28.01 (1) Where an employee is required to travel on behalf of the Employer, he shall be paid:
- (a) when the travel occurs on a regular workday, as though he were at work for all hours travelled;
 - (b) when the travel occurs on a day of rest or designated paid holiday, at the 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 (1) hour check-in period at airports, bus depots, or train stations, as well as a one (1) hour check-out period at each overnight stopover and at the final destination. Hours travelled also include time spent waiting for connecting flights, trains or buses, but is exclusive of overnight stopovers.

- (3) The Employer will make every reasonable effort to restrict travel **outside** of the employee's headquarters that requires absence from home beyond a period which includes two (2) weekends.
- (4) Where an employee is absent from home on a designated paid **holiday** or day of rest and does not work, he **shall** receive cash payment at **time** and one-half ($1\frac{1}{2}$) his rate of pay or be granted the equivalent leave with **pay**.

- (5) The above entitlements shall not apply to an apprentice while travelling to or from trades school on a day of rest, designated paid holiday or while in attendance at trades school.

ARTICLE 29

LAY-OFF

- 29.01 The Housing Association agrees that there shall be no lay-off of any employee during the life of this Collective Agreement except for lay-off resulting from lack of work or lack of funding.

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

ARTICLE 31

**EMPLOYEE PERFORMANCE REVIEW
AND EMPLOYEE FILES**

- 31.01 (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 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.

31.02 The Employer agrees not to introduce as **evidence** in the case of promotional opportunities or disciplinary action any document from the file of an employee, the existence of which the employee was not

made aware of, by the provision of a copy thereof at the time of filing or within reasonable time thereafter.

31.03 Any document or written statement related to disciplinary action, which may have been placed on the Personnel file of an employee, shall be destroyed after two (2) years have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.

31.04 Upon written request of an employee, the Personnel file of that employee shall be made available for his examination at reasonable times in the presence of an authorized representative of the Housing Association and the Union.

COOLING OFF PERIOD - 2 WORKING DAYS

31.05 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. This provision shall only apply once per **fiscal** year per employee.

31.06 The Employer's representative who assesses and employee's performance must have **observed** the employee's **performance** for at **least** one-half (1/2) **of the** period for which the employee's performance is evaluated **or** have input from another person who has so observed the employee.

31.07 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** shall **notify** the employee that the meeting is **of** a disciplinary nature.

ARTICLE 32

CLASSIFICATION

- 32.01** During the term of this Agreement, if a new or revised classification is implemented by the Employer, the Employer shall before applying the new or revised classification, 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 classification 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.
- 32.02** Where an employee believes that he has been improperly classified with respect to his position or category, group and level, he shall discuss his classification with his immediate supervisor and, on request, be provided with a

copy of his statement of duties before he files a grievance.

ARTICLE 33

ADJUSTMENT OF DISPUTES

- 33.01 (1)** The Housing 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 policy, direction or other instrument made or issued by the Housing Association dealing with terms or conditions of

employment; or

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

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

(c) dismissal from the Housing
Association, and

(d) letters or *discipline* placed on
personnel file.

(2) The procedure for the final resolution
of the grievances listed in section (1)
above is to Arbitration, excluding (d)
above.

An employee rebuttal to a letter of
discipline shall be placed on the
permanent file.

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

33.03 An employee or the Union who wishes to present a grievance at any prescribed level in the grievance procedure, shall transmit this grievance to the Housing Association Manager who shall forthwith:

- (a) forward the grievance to the representative of the Housing 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.

33.04 A grievance of an employee or the Union shall not be deemed to be **Invalid** by a reason only of ~~the~~ fact it is not in accordance with the ~~form~~ supplied by the Housing Association.

33.05 Except as otherwise provided in this Agreement a grievance shall be **processed by recourse to the following steps;** 100

- (a) First Level (Housing Association Manager)
- (b) Second Level (Housing Association Board of Directors)
- (c) Final Level (Arbitration)

33.06 The Employer shall designate a representative at each level in the grievance procedure and shall inform each employee to whom the procedure applies of the name or title of the person so designated, together with the name ~~or~~ title and address of the ~~Immediate~~ supervisor ~~or~~ local officer-in-charge to whom a grievance is to be presented. This information shall be communicated to employees by means of notices posted by the Employer in places where such notices are most likely to come to the attention of the employees to whom the grievance procedure applies, ~~or~~

otherwise as determined by agreement
between the Housing Association and the
Union.

33.07 The Union **shall** have the right to consult with
the Housing Association Manager with respect
to a grievance at each or any level of the
grievance procedure.

33.08 An employee may present a grievance to the
first level of the procedure in the manner
prescribed in Clause 33.05 within **twenty-five**
(25) calendar days.

33.09 The Employer shall reply in writing to a
grievance within fourteen (14) calendar days at
level 1, within thirty (30)calendar days at level
2.

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

(a) where the decision or settlement is not
satisfactory to the grievor, within

fourteen (14) calendar days after that decision or **settlement** has been conveyed in writing to him by the Housing Association; or

(b) where the Housing Association **has** not conveyed a decision to the **grievor** within the time prescribed in **Clause 33.09** within **fourteen (14)** calendar days after the day the reply was **due**.

33.11 Where an employee has been represented by the Union in the presentation of his grievance, the Employer will provide the **appropriate representative of** the Union with a copy of the Employer's decision at each level **of** the grievance procedure at the same time that the Employer's decision is conveyed to the employee.

33.12 (1) **No** employee shall be dismissed without first being given **notice** in writing together with the reasons therefore. **When** the Employer dismisses an employee **the** grievance

procedures shall apply except that the grievance may be presented at the Final **Level**.

- (2) An appeal to the Housing Association against a decision to dismiss the employee may be **filed** within thirty **(30)** calendar days after the employee receives his notice of dismissal.

33.13 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.

33.14 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.

33.15 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.

- 33.16** 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.
- 33.17** The time limits stipulated in this procedure may be extended by mutual agreement between the Housing Association and the employee, and where appropriate, the Union representative.
- 33.18** No proceedings under this Article are invalid by reason of any defect of form or any technical irregularity,

ARBITRATION

- 33.19** 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, or his desire to submit the difference or allegation to arbitration.

- 33.20** (1) The parties agree that arbitration referred to in **33.19** shall be by a single arbitrator.
- (2) If an arbitrator selected is not available for a hearing date within thirty **(30)** days **of** the date on which notification by either party to submit the difference to arbitration was made, another name will be selected until an arbitrator is found to hear the parties within the above mentioned thirty **(30)** day period. Such time limit may be extended by mutual agreement.

- 33.21** (1) The arbitrator has ~~all~~ of the powers granted to arbitrators under Section **13** ~~of~~ the Arbitration Act 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 employees 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.

33.22 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.

- 33.23 The Housing Association and the Union 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.
- 33.24 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 Federal Court of Canada, 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.
- 33.25 Where an employee files an **appeal** against his dismissal from the Housing Association by way ~~of~~ a grievance the provisions ~~of~~ Clause 33.19 apply.

33.26 In addition to the powers granted to arbitrators under Section 13 of the Arbitration Act 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.

33.27 The Labour Management Committee will have ten (10) days to attempt to resolve a matter prior to referral to arbitration.

ARTICLE 34

NO CONTRACTING OUT

- 34.01** There shall be no contracting out of any work by the Housing Association ~~if~~ it would result in the lay-off or the continuance of a lay-off of a permanent employee. Permanent employee for the purpose of this article means an employee who has completed their ~~initial~~ probationary period.

ARTICLE 35

SAFETY AND HEALTH

- 35.01** 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 36

DUTY TRAVEL

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

ARTICLE 37

UNIFORM CLOTHING ISSUE

- 37.01** Where an employee's work is of a nature where health and cleanliness must be maintained or where special identification will aid in the effective performance of duties and in meeting particular program objectives, the

Housing Association will provide the items specified in this Article.

- 37.02 (a) The Employer will pay each Maintenance employee the following annually:
- (i) to a maximum of one hundred dollars (\$100) for safety boot:
 - (ii) to a maximum of two hundred and twenty-five dollars (\$225) for adequate winter coveralls.
- (b) The employees will be required to wear the above-mentioned articles and keep them in a state of good repair.
- 37.03 The Employer will provide summer coveralls as required.
- 37.04 This Article shall apply to probationary employees for Health and Safety reasons only.

ARTICLE 38

SHORT TERM LEAVE FOR TRAINING PURPOSES

- 38.01** Leave without 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 Housing Association.
- 38.02** Such leave shall be based on **an** appraisal of the present and future job requirements and the qualifications of the employee applying therefore and shall **be** granted only to meet the identified needs.
- (a) **Full** or partial financial assistance **in** respect of salary, tuition, travelling and other expenses may be granted during such leave;
- (i) where the employee has **become** technically obsolete

and requires retraining to satisfactorily carry out the work, or

(ii) where the courses are required to keep the employee abreast of new knowledge and techniques in his field of work, or

(iii) where qualified persons cannot be recruited to carry out essential work and it is necessary to train present employees.

(b) Refund of tuition fees, in respect of courses may be made on receipt of evidence of successful completion, if the course is of value to the employee's work and does not require the employee to be absent from duties.

(c) Under this Article, leave with full or

partial financial assistance in respect of salary will carry with it the obligation to return after leave to work for the Housing Association for a period equivalent to the leave.

- 38.03** Where a request for leave under Clause **38.01** and **38.02** has been submitted by an employee, the Housing Association shall, within sixty (60) calendar days from the date of the employee's submission, advise the employee whether his request has been approved or denied.

ARTICLE 39

TRADES

APPLICATION

- 39.01** The provision of this Article shall apply to all positions in the trades category of the

classification system. The provision of this **Article shall not be extended to apply to other classes unless agreed by the Union and the Employer.**

TRADES CER DU

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.**

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

inspected by a qualified tradesman.

HOURS OF WORK

39.03 Hours of work shall be scheduled so that trades employees listed in Clause 39.01 above:

- (a) on a weekly basis work forty (40) hours and five (5) days per week, Monday to Friday inclusive; and
- (b) on a daily basis, work eight (8) hours per day exclusive of not less than a one-half (½) hour meal period. Normally the hours of work shall be between the hours of **8:00 a.m.** and **5:00 p.m.**
- (c) rest periods with pay of fifteen (15) minutes duration shall be scheduled as close as possible to mid-morning and mid-afternoon of each working day.

WASH-UP TIME

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

WORKING AND PROTECTIVE EQUIPMENT

- 39.05** (1) Where the **regulations** 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

(a) The Employer shall supply employees with the articles of equipment as required;

(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, excluding safety prescription glasses
- (vi) Ear protection

COMPENSATION FOR TOOLS AND EQUIPMENT

39.06 • 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 and at the Employer's cost price.

- (a) The employee will reimburse the Housing Association for the cost of

tools ordered on his behalf by authorizing the Manager to deduct such cost from his pay in the pay period immediately following receipt of the tools.

- (b) The Employer agrees to replace worn out hand tools 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.
- (c) Power tools which require replacement that have been used for business purposes outside of regular duties will be replaced by the Employer on the understanding that the employee will pay $33 \frac{1}{3}\%$ of the cost of a tool of a similar quality.

The Labour/Management Committee may make adjustments to reduce the Employee's share upon appeal.

ADVERSE WEATHER CONDITIONS

39.07 Except in emergency conditions, the Employer shall not require an employee to work outside under extreme weather conditions as defined by the Labour Management Committee.

ARTICLE 40

APPRENTICES

- 40.01 (1) The following are agreed upon terms and conditions of employment for employees engaged as Apprentices by the Aklavik Housing Association:
- (a) The Apprentices and Tradesmen Act and pursuant Regulations shall apply to all Apprentices employed by the Aklavik Housing 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 Apprentice will apply for Unemployment Insurance benefits while attending trade

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courses. Should he not be eligible for benefits, the Employer will pay 100% of current wages. Should he be eligible, the Employer will pay a bonus to top wages up to 100% equivalent upon successful completion of the trades course.

courses. Should he not be eligible for benefits, the Employer will pay 100% of current wages. Should he be eligible, the Employer will pay a bonus to top wages up to 100% equivalent upon successful completion of the trades course.

- (i) telephone calls for the purpose of arranging for accommodations beforehand and for calling the employee's headquarters while on course;
- (ii) personal telephone calls while on course in the amount of one (1) telephone call per week not to exceed fifteen minutes.

(iii) a ~~tool~~ deposit ^{LS} advance.

(9) Apprentices shall be entitled to the benefits and terms and conditions of employment outlined in the current Collective Agreement.

(g) Where an Apprentice fails after two attempts to successfully complete a trade training course, a recommendation may be made to the Superintendent of Apprenticeship Training to ~~cancel~~ his contract and the Apprentice may be terminated.

(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 Aklavik Housing Association.

- (3) Should an apprentice have his contract terminated by the Apprentice and Trades Qualification Board, he will cease to be an employee of the Aklavik Housing Association.

ARTICLE 41

HOUSING SUBSIDY

- 41.01 (1) Full time employees shall be entitled to a monthly housing allowance of:
- (a) \$590 to employees living in private accommodations and paying their own utilities;
 - (b) \$590 to employees renting

~~private~~ accommodation but
paying for their own utilities;

(c) ~~\$590~~ to employees living in a
normally ~~subsidized~~
accommodation but paying
~~full~~ 'economic rent'.

(2) Such housing benefit shall be paid on
the first payday of each month.

41.02 ~~In the~~ event that rental ceilings are ~~raised~~ or
removed causing any Impact to members of
the bargaining unit, the parties agree to meet
to discuss amendments to Article 41 ~~with~~ a
view to minimizing ~~or~~ removing any ~~financial~~
impact ~~caused~~ by the raising or removing of
rental ceilings.

ARTICLE 42

SENIORITY

- 42.01** Seniority is defined as length of **service** with the employer and shall be applied on a bargaining unit wide basis. Seniority shall be a prime factor applied in determining preference for promotions, transfers, lay-off and recall.
- 42.02** A newly hired employee shall be on probation for a period defined in Clause 2.01(u). During the probation period, the employee shall be entitled to all rights and **benefits** of this agreement excluding seniority, except as otherwise provided. After completion of the probationary period, seniority shall be **effective** from the date of commencement of the probationary period.
- 42.03** The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. A copy of

the seniority list shall be posted on all bulletin boards and sent to the union and shall be kept **up-to-date** by **the Employer**.

42.04 Seniority shall not accumulate during a leave of absence without pay and after **six** (6) months' lay-off.

42.05 An employee **shall** lose his seniority in the following circumstances:

- (a) if he is discharged for just cause and not reinstated;
- (b) if he resigns voluntarily;
- (c) if he abandons his position;
- (d) if he is on lay-off for more than one **year**
- (e) if, following lay-off, he fails to return to work within ten (10) working days of being recalled.

ARTICLE 43

VACANCIES, JOB POSTING, PROMOTIONS, AND TRANSFERS

- 43.01** Every vacancy for positions expected to be of more than six (6) months' duration and every newly-created position shall be posted for three (3) full working days on the Union notice board. An employee desiring a position must make application in writing to the Manager within four (4) working days of the **first** day of posting.
- 43.02** Seniority shall be the governing factor in determining promotions, demotions, 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 one (1) months' duration. Should the employee show that he does not possess the ability during this period, he shall be returned to his former position.

- (b) Within the one (1) month familiarization period as specified in (a) above, the employee may notify the Employer of his desire to revert to his former position. The Employer shall facilitate this request within a reasonable period of time.

43.03 Where operational requirements permit, in filling job vacancies, including promotions, transfers, and new positions, the job shall be awarded within 15 working days of posting to the successful applicant.

43.04 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.

43.05 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.

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

ARTICLE 44

LAY-OFF AND RECALL

- 44.01** Lay-offs shall be made on the basis of reverse order of seniority within the Administrative or Maintenance Departments.
- 44.02** The last employee laid off shall be the first recalled provided he is qualified to do the work and has not lost his seniority.
- 44.03** The employer shall notify employees who are to be laid off two (2) months prior to the effective date of lay-off, or award pay in lieu thereof, unless a greater period of notice is required by legislation, in which case such greater period of notice, or pay in lieu thereof, shall be **given**.
- 44.04** A new employee will not be hired to fill the job of a laid-off employee provided the laid-off employee has not forfeited his seniority.

44.05 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 and the employee shall acknowledge receipt of notice by signing the duplicate copy of such letter. 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 when the employee receives such letter or not later than three (3) days from the date of mailing.

44.06 The employee shall keep the Employer advised at all times of his current address. The employee shall return to work within six (6) months of receipt of notice of recall, unless, on reasonable grounds, he is unable to do so.

ARTICLE 45

SETTLEMENT ALLOWANCE

- 45.01** Salary rates are based on the economic conditions evident in Yellowknife. Regional differences in cost are offset by the provision of a Settlement Allowance. This allowance will permit the average employee residing in a settlement to maintain equal purchasing power with his counterpart in Yellowknife. This allowance is not an incentive to reside in the settlement, but is basically an equalizing type of subsidy.
- 45.02** Settlement Allowance will be paid to every permanent employee.
- 45.03** Part-time employees will be paid the Settlement Allowance prorated to an hourly rate, up to a maximum of the normal weekly hours of work for their classification group.

SETTLEMENT ALLOWANCE SCHEDULE

- 45.04** The amount of settlement allowance will be the same as the amount of settlement allowance received by employees of the Government of the Northwest Territories employed in Aklavik and will increase in the same amount as the settlement allowance increases for employees of the Government of the Northwest Territories employed in Aklavik.

ARTICLE 46

STANDBY

- 46.01 (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 is on standby, except

on his days of rest and designated paid holidays. For any period of Standby on a day of rest or a designated paid holiday, he 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 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 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 shift schedule.

46.02 An employee on standby shall be permitted to have a Housing Association vehicle at his residence during his period of standby, provided, however, that the vehicle shall only be used on Housing Association business.

46.03 Employees required to perform standby duties and plug in the Employer's vehicle will receive

an electricity allowance of twenty dollars (\$20.00) for each week that they are required to be on standby. The electricity allowance will be paid monthly.

Recognizing such factors as temperature variances and increases in electrical rates, the Labour/Management Committee may increase the above **rate** accordingly.

ARTICLE 47

SUSPENSION AND DISCIPLINE

47.01 When employees are to **be** suspended from duty or discharged, the Employer shall notify the employee in writing of the reasons for such suspension **or** discharge as soon as is practicable in all the circumstances in sufficient detail that the employee **may** defend himself/herself against it.

- 47.02** The Employer shall notify the local representative of the Union that such suspension or discharge has occurred or is to occur.
- 47.03** In the event of a suspension without pay of a duration of thirty (30) days or longer or a termination, the following procedures shall be followed:
- (a) The Labour/Management Committee shall meet to review the disciplinary action and shall attempt to resolve the matter within four (4) days of the disciplinary action.
 - (b) Failing a suitable resolution by the Labour/Management Committee, in addition to the normal grievance and arbitration procedure in Article 33, the employee will, at his or her option, be entitled to a 'provisional arbitration' to be held within one (1) week of the meeting of the Labour/Management Committee, or a later date mutually

agreed upon.

- 47.04** The parties to this agreement will agree ~~on~~ the selection of an arbitrator as ~~required~~.
- 47.05** The "provisional arbitration" will ~~be~~ heard in Aklavik unless in the interest of expediency a different location is mutually agreed upon.
- 47.06** An immediate verbal decision will be given by the "~~Provislonal~~ Arbitrator" following the presentation of the case. This decision ~~will be~~ without prejudice to the ultimate arbitration under Article 33.
- 47.07** The "Provisional Arbitrator" will be empowered to order that the employee be reinstated to work at his ~~or~~ her current level of pay and benefits or to uphold the Employer's decision on an interim basis.
- 47.08** Should the "Provisional Arbitrator" decide to reinstate an employee, and the Arbitrator in the ultimate arbitration hearing provided for in Article 33 ~~decide~~ against the employee, the

employee shall not be ordered ~~nor~~ required to pay back any amount of money.

ARTICLE 48

E MANAGEMENT COMMITTEE

- 48.01** A Labour/Management Committee will be formed to consult ~~on~~ matters of safety and health, the Employee Assistance Program, the interpretation of this Agreement, and other matters of mutual interest.
- 48.02** The Labour/ Management Committee shall be comprised ~~of~~ two (2) representatives each ~~of~~ the Union and the Employer, with each party choosing their respective representatives.
- 48.03** The Committee shall meet at least once every three (3) months at a time to be previously established by the Committee, and at other times at the request of either party. The role ~~of~~

chairman will alternate between the Employer and the Union.

48.04 In matters of safety and health, the Committee will regularly discuss items of concern in regard to the safety of the workplace and the effect that the workplace may have on the health of the employees. 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 provided they are acting reasonably.

48.05 (1) in matters of the Employee Assistance Program, the Labour/Management Committee shall concern itself with poor work performance resulting from suspected alcohol or drug addiction.

(2) Should this matter of business arise during a Labour/Management Committee meeting, the Committee will deal with the matter confidentially taking into consideration the following

provisions:

- (a) That alcohol and drug addictions are medical disorders, and
- (b) That an employee should be encouraged to remedy a disorder due to an addiction, and
- (c) That benefits normally extended to employees during a 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 as long as it does not destroy the underlying contract of employment.

INTERPRETATION OF THE AGREEMENT

- 48.06** The Committee will discuss the meaning of provisions of the Agreement as appropriate for the purpose of attempting to reach consensus on the interpretation of the Collective Agreement. The interpretation stated by any person shall not be precedent setting or binding on other members of the Committee. Committee members shall not be empowered to alter any terms of the Agreement nor shall a consensus reached by the Committee have any effect on management rights. The Employer may adopt a position arrived at by the Committee on any given occasion but such adoption shall not be binding or considered a precedent on future occasions.

ARTICLE 49

CIVIL LIABILITY

- 49.01** 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 through the Secretary/Manager of any such notification or legal process;
 - (b) The Employer shall pay any damages or costs awarded against any such employee in any such action or proceedings and all legal fees, and/or;
 - (c) The Employer shall pay any sum

required to be paid by such employee
In connection with the settlement of
any claim made against such
employee ~~if~~ such settlement ~~is~~
approved by the Employer through
the Secretary/Manager before the
same is finalized; ~~provided~~ the
conduct of the employee which gave
rise to the action ~~did~~ not constitute a
gross disregard or neglect of his duty
as an employee.

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

ARTICLE 50

MUNICIPAL EMPLOYEES BENEFITS ACT

50.01 The Employer agrees to provide the benefits of the Municipal Employees Benefits Act based on a sharing of costs.

The Union membership will advise the Employer of which benefits they wish to participate in, and reserve the right to participate in or cease from participating in any of the above benefits, recognizing the restrictions of the plan.

ARTICLE 51

CIVIC LEAVE

INTRODUCTION

- 51.01** This directive establishes leave provisions which will allow employees of the Aklavik Housing Association to take time off from work to serve as members of community councils, public boards and committees.

DIRECTIVE

- 51.02** Public Service employees who are elected or appointed to Public Service organizations may be permitted time off (referred to as Civic Leave) to participate in the official functions of these organizations.

IMPLEMENTATION

- 51.03** Employees requesting Civic Leave must submit written requests for approval.

Civic Leave may be approved under the following circumstances.

- (a) Where **the** employee requests leave to attend official functions or meetings of **Public Service** organizations, regional bodies, **public** service boards, native organizations.

CONDITIONS

51.04 Civic Leave may be granted with or without pay depending upon the circumstances:

- (a) where the employee **receives** an **honarium** which is **equal** to **or** greater than his or her daily rate of **pay**, Civic Leave will be granted without pay.
- (b) Where the employee is entitled to an honorarium which is less than his or her **daily** rate of **pay**, **Civic** Leave **will** be granted with **pay**, but the employee

must relinquish his or her entitlement to any honorarium.

- (c) where **an** honorarium is not received, leave **will** be granted with full pay.

LIMITATIONS

- 51.05**
- (1) Civic Leave will be granted up to a maximum of ~~twelve~~ (12) days to each employee per fiscal year, to be retroactive back ~~until~~ April 1990. Employees do not 'earn' Civic Leave credits. The leave may be used on an as needed basis within the limit specified above.
 - (2) Employees ~~requesting~~ Civic Leave must co-ordinate their request with their Supervisor and where appropriate, rearrange schedules.
 - (3) Civic Leave will be granted only where operational requirements permit the employee's absence.

ARTICLE 52

SUCCESSOR RIGHTS

52.01 In the event that the ownership of the Aklavik Housing Association is transferred, sold, devolved, or otherwise changes hands to any level of government, private enterprise of any other employer, the terms and conditions of this Collective Agreement should apply unless other suitable arrangements are agreed upon.

ARTICLE 53

SEVERANCEPAY

53.01 For the purpose of this Article only, seniority shall be deemed to have started on:

April 1, 1990 (effective April 1, 1993)

April 1, 1989 (effective April 1, 1994)

LAY-OFF

- 53.02 (1) 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.
- (2) In the case of an employee who is laid off following the signing of this Agreement, the amount of Severance Pay shall be one (1) week's pay for each completed year of continuous employment.

RETIREMENT

- 53.03 (a) This Clause shall apply to an employee who retires from the Housing Association.
- (b) When employment terminates for the reason stated in (a) above, the employee shall be paid Severance Pay

MUTUAL DISCUSSIONS

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

ARTICLE 55

DURATION AND RENEWAL

- 55.01** The term of this Agreement shall be from April 1, 1993 to March 31, 1996.
- 55.02** Notwithstanding the preceding, the provision of this Agreement, including the provisions for the adjustments of disputes in Article 33, shall remain in effect during the negotiations for its renewal and until a new Agreement becomes effective.
- 55.03** Within three months preceding the termination

of this Agreement, either party may, by written notice, require the other party to commence bargaining collectively with a view to the conclusion, renewal or revision of the Collective Agreement in accordance with subsection 1 of Section 49 of the Canada Labour Code, Part I.

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

ARTICLE 56
RATES OF PAY

AKLAVIK HOUSING ASSOCIATION

EFFECTIVE APRIL 1, 1993

MAINTENANCE DEPARTMENT (40 HOURS PER WEEK)

Maintenance Supervisor 54,799

Journeyman Plumber

55%	65%	75%	85%	
29,907	35,344	40,782	46,220	54,376

Journeyman Carpenter

55%	65%	75%	85%	
29,319	34,650	39,981	45,311	53,308

NOTE: Non-Certified Carpenters will be paid at
75% of the Journeyman Rate.

Journeyman Oil Burner Mechanic

55%	65%	75%	85%	
28,363	33,520	38,677	43,834	51,569

Journeyman Housing Maintainer

60%	70%	80%		
27,917	32,570	37,223	46,529	

Custodial; Casual Labour

1	2	3	4	5
30,323	31,218	32,152	33,133	34,157

NOTE Hourly rate = Annual rate/52.176/40

ADMINISTRATION DEPARTMENT (37.5 HOURS PER WEEK)

Assistant Secretary Manager

1	2	3	4	5
42,669	44,040	45,480	46,989	48,566

Tenant Relations Officer

1	2	3	4	5	6
36,364	37,482	38,558	39,894	41,187	42,522

Secretary Bookkeeper

1	2	3	4	5	6
31,925	32,895	33,909	34,989	36,111	37,288

NOTE: Hourly rate = Annual rate/52.176/37.5

EFFECTIVE APRIL 1, 1994

MAINTENANCE DEPARTMENT (40 HOURS PER WEEK)

Maintenance Supervisor 56,443

Journeyman Plumber

55%	60%	75%	85%	
30,804	36,404	42,005	47,607	56,007

Journeyman Carpenter

55%	65%	75%	85%	
30,199	35,690	41,180	46,670	54,907

NOTE: Non-Certified carpenters will be paid at 75% of the Journeyman Rate.

Journeyman Oil Burner Mechanic

55%	65%	75%	85%	
29,214	34,526	39,837	45,149	53,116

Journeyman Housing Maintainer

60%	70%	80%	
28,755	33,547	38,340	47,925

Custodial; casual Labour

1	2	3	4	5	6
31,233	32,155	33,117	34,127	35,182	36,300

NOTE: Hourly rate = Annual rate/52.176/40

ADMINISTRATION DEPARTMENT (37.5 HOURS PER WEEK)

Assistant Secretary Manager

1	2	3	4	5	6
43,949	45,361	46,844	48,399	50,023	51,744

Tenant Relations Officer

1	2	3	4	5	6
37,455	38,606	39,715	41,091	42,423	43,798

Secretary Bookkeeper

.1	2	3	4	5	6
32,883	33,882	34,926	36,039	37,194	38,407

NOTE: Hourly rate = Annual rate/52.176/37.5

EFFECTIVE APRIL 1, 1995

MAINTENANCE DEPARTMENT (40 HOURS PER WEEK)

Maintenance Supervisor 58,136

Journeyman Plumber

55%	65%	75%	85%	
31,728	37,496	43,265	49,035	57,687

Journeyman Carpenter

55%	65%	75%	85%	
31,105	36,761	42,415	48,070	56,554

NOTE: Non-Certified Carpenters will be paid at 75% of the Journeyman Rate.

Journeyman Oil Burner Mechanic

55%	65%	75%	85%	
30,090	35,562	41,032	46,503	54,709

Journeyman Housing Maintainer

60%	70%	80%	
29,618	34,553	39,490	49,363

Custodial: Casual Labour

1	2	3	4	5	6
32,170	33,120	34,111	35,151	36,237	37,389

NOTE: Hourly rate = Annual rate/52.176/40

ADMINISTRATION DEPARTMENT (37.5 HOURS PER WEEK)

Assistant Secretary Manager

1	2	3	4	5	6
45,267	46,722	48,249	49,851	51,524	53,296

Tenant Relations Officer

1	2	3	4	5	6
38,579	39,764	40,906	42,324	43,696	45,112

Secretary Bookkeeper

1	2	3	4	5	6
33,889	34,898	35,974	37,120	38,310	39,559

NOTE: Hourly rate = Annual rate/52.176/37.5

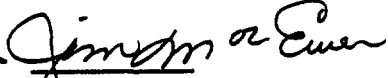
Signed in Aklavik this 9th day
of February, 1993.

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On behalf of the
Aklavik Housing
Association

On behalf of the
Public Service
Alliance of Canada



Wayne Gordon
Board Member


Jim MacEwen
1st Vice President


Dean Smith
Secretary/Manager


Dennis Pascal
Committee Member


Mike Stiwell
Negotiator


Robert McLeod
Committee Member


Robert Xaremko
Negotiator