

# **Collective Agreement**

**between**

**Public Service Alliance of Canada**  
(As Represented by its agent Union of Northern Workers)

**and**

**Fort McPherson Housing Association**

Expiry Date: March 31, 2020

**14859 (02)**

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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 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 the well-being, and increase the productivity of the Employees to the end that the Employer will be well and efficiently served. Accordingly the parties are determined to establish, within the framework provided by law, an effective working relationship at the workplace in which members of the Bargaining Unit are employed.

## ARTICLE 2 - Interpretation and Definitions

- 2.01 For the purpose of this Agreement:
- (a) "*Abandonment of Position*" occurs when an Employee has not reported for work, and no one has notified the Employer, for a period of five (5) consecutive working days. Employees who are deemed to have abandoned their position shall be discharged;
  - (b) "*Agreement*" means this Collective Agreement;
  - (c) "*Alliance*" means the Public Service Alliance of Canada;
  - (d) "*Allowance*" means compensation payable to an Employee in addition to his regular remuneration payable for the performance of the duties of his position;
  - (e) "*Anniversary Date*" refers to the actual date of hire for an Employee;
  - (f) "*Bargaining Unit*" means all Employees, including casual Employees of the Fort McPherson Housing Association, excluding the Housing Manager, as set out in the Canada Industrial Relations Board certificate;
  - (g) "*Common-law spouse*" relationship is said to exist when, for a continuous period of at least one (1) year, an Employee has lived with a person, publicly represented that person to be their spouse, and lives and intends to live with that spouse as if that person were their spouse;
  - (h) "*Continuous Employment and Continuous Service*" mean uninterrupted service with the Employer and with reference to re-appointment of a lay-off means 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 provided that his re-appointment occurs within six (6) months of his lay-off;
- (i) *"Day of Rest"* in relation to an Employee means a day other than a Designated Paid Holiday on which that Employee is not ordinarily required to perform the duties of his position other than by reason of his being on leave of absence;
  - (j) *"Demotion"* means the appointment of an Employee for reasons of misconduct, incompetence or incapacity, to a new position for which the maximum pay is less than that of his former position;
  - (k) *"Dependant"* means a person residing with an Employee who is:
    - (i) the Employee's spouse, including common-law spouse;
    - (ii) child, step-child or adopted child who is under twenty one years of age and dependant upon the Employee for support or being nineteen years of age or more and dependant upon the Employee by reason of mental or physical infirmity; or
    - (iii) any other relative of the Employee who is wholly dependent upon the Employee for support by reason of mental or physical infirmity;
  - (l) *"Designated Paid Holiday"* means the twenty-four (24) hour period commencing at 12:01 A.M. of the day designated as a paid holiday in this Collective Agreement;
  - (m) *"Double time"* means twice the straight time;
  - (n) *"Employee"* means a person employed by the Employer and a member of the Bargaining Unit and includes:
    - (i) Casual Employee means a person who is hired for work of a temporary nature not exceeding six (6) consecutive months in duration unless agreed otherwise by the parties. A casual Employee will not be used to replace a Full-time or Part-time Employee;
    - (ii) Full-time Employee means a person employed on a continuing basis for an indeterminate time;
    - (iii) Part-time Employee means a person employed on a continuing basis for less than a standard work day, week, or month.
    - (iv) Term Employee means a person employed for a fixed period of time, on either a full-time or a part-time basis.
  - (o) *"Employer"* means the Fort McPherson Housing Association;

- (p) "*Fiscal Year*" means the period of time from April 1 in one year to March 31 in the following year;
- (q) "*Grievance*" means a complaint in writing that an Employee or the Union submits to the Employer, or that the Employer submits to the Union, to be processed through the grievance procedure;
- (r) "*Lay-off*" means an Employee whose employment has been terminated, including layoffs because of lack of work or lack of funding.
- (s) "*Leave of Absence*" means absence from duty either with or without pay with the Employer's permission;
- (t) "*Manager*" means the Housing Manager of the Fort McPherson Housing Association or his/her designate;
- (u) "*May*" shall be regarded as permissive and "Shall" and "Will" as imperative;
- (v) "*Membership Fees*" means the fees established pursuant to the By-Laws of the Union as fees payable by the members of the Bargaining Unit and shall not include any initiation fee, insurance premium or any other levy;
- (w) "*Overtime*" means work performed by a full time Employee in excess or outside of his regularly scheduled hours of work. For part-time Employees overtime means all hours worked in excess of the regular hours of work for a full-time Employee in the same position;
- (x) "*Probation*" means a period of one year from the day upon which an Employee initially commences employment for the Employer;
- (y) "*Promotion*" means the appointment of an Employee to a new position for which the maximum rate of pay exceeds that of his former position;
- (z) "*Rates of Pay*" shall be set out in Appendix A of this Collective Agreement;
- (aa) "*Representative*" means an Employee who has been elected or appointed as a steward or who represents the Union at meetings with management and who is authorized to represent the Union;
- (bb) "*Seniority*" is the length of Continuous Service or Continuous Employment of an Employee with the Employer and shall be applied on a Bargaining Unit-wide basis;
- (cc) "*Straight time*" means the hourly rate of remuneration;
- (dd) "*Time and one-half*" means one and one-half times the straight time rate;

- (ee) *"Transfer"* means the appointment of an Employee to a new position, that does not constitute a promotion or demotion;
- (ff) *"Union"* means the Public Service Alliance of Canada as represented by its agent the Union of Northern Workers;
- (gg) *"Week"* for the purposes of this Agreement shall be deemed to commence at 12:01 a.m. on Monday and terminate at midnight on Sunday.

2.02 Wherever the singular, plural, masculine, feminine or neuter is used throughout this Agreement the same shall be construed as meaning the singular, plural, masculine, feminine, neuter or body corporate as appropriate and with regard to the provisions of this Agreement.

### ARTICLE 3 - Recognition

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

The Employer shall advise prospective Employees that Fort McPherson Housing Association is unionized.

### ARTICLE 4 - Application

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

#### **Future Legislation**

4.02 In the event that any law passed by Parliament, or the Northwest Territories Legislative Assembly renders null and void or alters any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement. When this occurs the Agreement shall be reopened upon the request of either party and negotiations shall commence with a view to finding an appropriate substitute for the annulled or altered provision. In the event the parties cannot agree, the matter may be referred to arbitration.

#### **Conflict of Provisions**

4.03 Where there is any conflict between the provisions of this Agreement, and any policy direction or document dealing with terms and conditions of employment issued by the Employer the provisions of this Agreement shall prevail.

4.04 Casual Employees shall be entitled to receive 4% Vacation Pay, but no other benefits or allowances.

- 4.05 Term Employees shall be entitled to receive the same benefits as a full time or part time Employee.

**ARTICLE 5 - Strikes and Lockouts**

- 5.01 During the life of the Agreement, there shall be no lockout by the Employer and no strike by the Employees or the Union.

**ARTICLE 6 - Management Rights**

- 6.01 Except to the extent provided in this Agreement, this Agreement in no way restricts the Employer in the management of the Fort McPherson Housing Association and the direction of its workforce. The Employer shall exercise its rights in a manner which is fair, reasonable and consistent with the terms of this Agreement.

**ARTICLE 7 - Restriction on Outside Employment**

- 7.01 When an Employee wishes to carry on any business outside his regularly scheduled hours of duty he shall notify the Employer in writing of the nature of such business or employment.
- 7.02 When the Employer desires to prohibit an Employee's engagement in business or employment outside his regularly scheduled hours of duty, such Employee will be notified in writing together with the reason for withholding such permission.
- 7.03 Employees are prohibited from carrying on any business or employment outside their regularly scheduled hours of duty when such business or employment is such that:
- (a) a conflict of duties may develop between an Employee's regular work and his outside interest; and
  - (b) certain knowledge and information available only to Employees of the Employer place the Employee in a position where he can exploit the knowledge or information for personal gain.
  - (c)

**ARTICLE 8 - Employer Directives**

- 8.01 The Employer will consult in a timely, fair and reasonable manner with the Labour Management Committee prior to issuing any directives that are intended to clarify the interpretation or application of the Collective Agreement.



## ARTICLE 9 - Union Access to Employer Premises

- 9.01 Upon reasonable advance notice and at reasonable times the Employer shall permit access to its work premises of an accredited Representative of the Union provided that it does not interfere with the Employer's operations.

## ARTICLE 10 - Appointment of Representatives

- 10.01 The Employer acknowledges the right of the Union to appoint Employees as Representatives. The Union will provide the Employer with the names of its Representatives within a reasonable period.

## ARTICLE 11 - Human Rights

### **Freedom from Discrimination**

- 11.01 The Union, the Employer, and the Employees agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any Employee by reason of race, colour, ancestry, ethnic origin, place of origin, creed, religion, age, disability, sex, sexual orientation, gender identity, marital status, family status, political belief for which a pardon has been granted, union membership or activity, or for exercising their rights under this Agreement.
- 11.02 The Employer and the Union acknowledge their legal obligation to accommodate.

## ARTICLE 12 - No Harassment

- 12.01 The Employer, the Employees and the Union recognize the right of all persons employed by the Employer to work in an environment free from unwanted personal harassment, sexual harassment or abuse of authority, and agree that any of the aforementioned actions will not be tolerated in the workplace.

### **Definition**

- 12.02 Personal harassment means any improper behaviour by a person employed by the Employer that is directed at and offensive to another person employed by the Employer which the first person knew or ought reasonably to have known would be unwelcome. Personal harassment comprises objectionable conduct, comment, act or display that demeans, belittles or causes personal humiliation or embarrassment to the recipient.
- 12.03 Sexual harassment means any conduct, comment, gesture or contact of a sexual nature:
- (a) that might reasonably be expected to cause offence or humiliation; or

- (b) that might reasonably be perceived as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.

12.04 Abuse of authority means an individual's improper use of power and authority inherent in the position held, by means of intimidation, threats, blackmail or coercion. This comprises actions which endanger an Employee's job, undermine an Employee's ability to perform the job or threatens the economic livelihood of an Employee. However, it shall not include the legitimate exercise of an individual's supervisory power or authority.

### **Procedure**

- 12.05 Complaints of workplace harassment shall be brought to the attention of the Manager or to the Board if the complaint concerns the Manager. Employees may be assisted by the Union in making a complaint.
- 12.06 Any level in the grievance procedure may be waived if a person hearing the grievance is the subject of the complaint.
- 12.07 Grievances under this Article will be handled with all possible confidentiality and dispatch by the Union and the Employer.
- 12.08 An alleged offender shall be given notice of the substance of a complaint under this Article and shall be given notice of and be entitled to attend, participate in, and be represented at any grievance hearing or any adjudication under this Agreement.

### **ARTICLE 13 - Freedom from Workplace Violence**

- 13.01 "Workplace violence" means any incident in which an Employee is abused, threatened or assaulted during the course of his or her employment, and includes but is not limited to all forms of harassment, bullying, intimidation and intrusive behaviour of a physical or emotional nature.
- 13.02 All Employees of the Employer are entitled to employment free of workplace violence.
- 13.03 The Employer will make every reasonable effort to ensure that no Employee is subjected to workplace violence. The Employees agree to support and cooperate with the Employer in its efforts to prevent workplace violence.
- 13.04 No Employee shall be required to perform work at any worksite under circumstances of workplace violence by third parties. Where Employees have concerns about performing work at any worksite, they shall report those concerns to the Employer.

- 13.05 Complaints of workplace violence shall be brought to the attention of the Manager or to the Board if the complaint concerns the Manager. Employees may be assisted by the Union in making a complaint.
- 13.06 The Employer will not disclose the name of the complainant or the circumstances related to the complaint to any person except where disclosure is necessary for the purposes of investigating the complaint or taking disciplinary measures in relation thereto; or as required for purposes of law enforcement.

#### ARTICLE 14 - Time-off for Union Business

##### **General**

- 14.01 Where an Employee is on leave of absence without pay under this Article, the Employer shall continue to pay the Employee and the Employer shall invoice the Union for the cost of the Employee's pay and benefits for the period of leave without pay. The Union shall reimburse the Employer for the amounts invoiced by the Employer.
- 14.02 Leave without pay shall not be granted under this Article for an Employee who is on leave of absence or on suspension.

##### **Conciliation or Arbitration Hearings (Disputes)**

- 14.03 Upon reasonable notification, 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**

- 14.04 Upon reasonable notification, and where operational requirements permit, the Employer will grant leave without pay to an Employee called as a witness before a Conciliation or Arbitration Board hearing and where operational requirements permit, leave with pay to an Employee called as a witness by the Union.

##### **Arbitration Hearing (Grievance)**

- 14.05 Upon reasonable notification, 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**

- 14.06 Upon reasonable notification, 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**

- 14.07 Upon reasonable notification, the Employer will grant leave with pay to a witness called by an Employee who is a party to the grievance.
- 14.08 Upon reasonable notification, 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 Fort McPherson, leave with pay, and;
  - (b) when the discussions take place outside Fort McPherson, leave with pay.

### **Contract Negotiations Meetings**

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

### **Preparatory Contract Negotiations Meetings**

- 14.10 Upon reasonable notification, and where operational requirements permit, the Employer will grant leave with pay to two (2) Employees to attend one (1) day of preparatory negotiations meetings.

### **Meetings between Employee Organizations and the Employer**

- 14.11 Upon reasonable notification, and when operational requirements permit, the Employer will grant time-off with pay to one (1) Employee who is meeting with the Employer on behalf of the Union.

### **Employee Organization Executive Council Meetings, Congress and Conventions**

- 14.12 Upon reasonable notification, and where operational requirements permit, the Employer will grant reasonable leave without pay to a maximum of one (1) Employee to attend executive council meetings and conventions of the Alliance, the Union of Northern Workers, the Canadian Labour Congress and the Northern Territories Federation of Labour.

### **Representatives Training Course**

- 14.13 Upon reasonable notification, and 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, provided that no more than one (1) Employee,

shall be granted leave for attendance at no more than two (2) training programs each per fiscal year.

### **Time-off for Representatives**

- 14.14 (a) A Representative shall obtain the permission of his immediate supervisor before leaving his work to investigate a grievance, to meet with the Employer for the purpose of dealing with grievances and to attend meetings called by the Employer. 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.
- 14.15 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.

### **Leave for Full-Time Union Positions**

- 14.16 An Employee elected as a full-time paid officer of the executive of the Union of Northern Workers, the Alliance or the Northern Territories Federation of Labour shall, upon application, be granted leave of absence without pay for the term of office. During the leave of absence such Employees shall maintain all benefits and continuous service accumulated prior to commencement of the leave but shall not accumulate any additional benefits or continuous service during the leave, unless the parties agree otherwise.
- 14.17 Such Employees shall advise the Employer as soon as possible when an extension of their leave of absence is applicable due to re-election.
- 14.18 Upon termination of their leave of absence such Employees shall be offered, at a minimum, the position they held with the Employer at the commencement of their leave. When such Employees wish to invoke this clause they shall provide the Employer with three month notice of their intent to do so.
- 14.19 Notwithstanding Article 14.14, the Employer may make an offer of employment to such Employees to a position inside the Bargaining Unit should they bid on a competition and be the successful candidate.

## ARTICLE 15 - Membership Fee Deductions

- 15.01 The Employer shall, as a condition of employment, deduct Membership Fees from the pay of all Employees in the Bargaining Unit.
- 15.02 The Union shall inform the Employer in writing of the Membership Fees to be deducted for each Employee.
- 15.03 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.
- 15.04 The amounts deducted in accordance with Article 15.02 shall be remitted to the Comptroller of the Alliance, 233 Gilmour Street, Ottawa, Ontario, K2P 0P1, by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each Employee and the deductions made on his behalf.
- 15.05 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.
- 15.06 The Employer agrees to identify annually on each Employee's T4 slip the total amount of Membership Fees deducted for the applicable taxation year.

## ARTICLE 16 - Information

- 16.01 The Employer agrees to provide the Union within thirty (30) days of change occurring in the Bargaining Unit, with the name, address, job title, rate of pay and social insurance number of all Bargaining Unit Employees.
- 16.02 The Employer shall indicate which Employees have been recruited or transferred and those Employees who have resigned or retired, or have been laid off, during the period reported.
- 16.03 The Employer shall provide each Employee with a copy of the Collective Agreement.

### **Provision of Bulletin Board Space and Other Facilities**

- 16.04 The Employer shall provide bulletin board space in the office and the maintenance shop clearly identified for exclusive Union use.
- 16.05 The Employer shall make available to the Union and the members of the Bargaining Unit a meeting room for the local to be used outside business hours from time to time for the conducting of Union business. Such meetings will not conflict with other previously scheduled uses of the meeting room.

## ARTICLE 17 - General Designated Paid Holidays

17.01 The following days are Designated Paid Holidays for Employees covered by this Agreement:

- (a) New Year's Day;
- (b) Good Friday;
- (c) Easter Monday;
- (d) Victoria Day;
- (e) Canada Day;
- (f) Gwich'in Day (April 22);
- (g) National Aboriginal Day;
- (h) The first Monday in August;
- (i) Labour Day;
- (j) Thanksgiving Day;
- (k) Remembrance Day;
- (l) Christmas Day;
- (m) Boxing Day;
- (n) One additional day when proclaimed by an Act of Parliament as a National Holiday;
- (o) One additional day when proclaimed by the Mayor of the Hamlet of Fort McPherson.
- (p) One additional day when proclaimed by Order of the Legislative Assembly of the Northwest Territories.

17.02 Article 17.01 does not apply to an Employee who is absent without pay on either the working day immediately preceding or the working day following the Designated Paid Holiday.

### **Holiday Falling on a Day of Rest**

17.03 When a Designated Paid Holiday under Article 17.01 coincides with an Employee's day of rest, the Designated Paid Holiday shall be moved to the Employee's first working day following his day of rest.

- 17.04 When a Designated Paid Holiday for an Employee is moved to another day under the provisions of Article 17.03:
- (a) work performed by an Employee on the day from which the Designated Paid 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 Designated Paid Holiday was moved, shall be considered as work performed on a Designated Paid Holiday.
- 17.05 No Employee is entitled to be paid in respect of a Designated Paid Holiday on which he does not work:
- (a) Where he has not worked for his Employer a total of thirty days during the preceding twelve months.
  - (b) Where he did not report for work on that day after having been called to work on that day.
- 17.06 Where a Designated Paid Holiday for an Employee falls within a period of leave with pay, the Designated Paid Holiday shall not count as a day of leave.
- 17.07 At the request of the Employee, and where the operational requirements of the Employer permit, an Employee shall not be scheduled to work both Christmas Day and New Year's Day.
- 17.08 An Employee who is not required to work on a Designated Paid Holiday shall not be required to work on another day that would otherwise be a non-working day in the week in which the Designated Paid Holiday occurs, unless he is paid at a rate at least equal to double his regular rate of wages for the time worked by him on that day.
- 17.09 An Employee who is required to work on a Designated Paid Holiday:
- (a) shall be paid, in addition of his regular pay for that day, overtime at the appropriate overtime rate for all time worked by him on that day, or  
shall be given a day off with pay at some other time convenient to him and the Employer that is not later than his next annual vacation or the termination of his employment, whichever occurs first.

#### ARTICLE 18 - Leave General

- 18.01 When an Employee is in receipt of an allowance and is granted leave with pay, he is entitled during his period of leave to receive the allowance. Employees who are on leave of absence without pay are not entitled to receive any pay, allowances or



benefits during the period of leave without pay, except as provided in this Agreement.

- 18.02 During the month of May in each year the Employer shall inform each Employee in the Bargaining Unit in writing of the balance of his special, sick, and vacation leave credits as of the 31st day of March.
- 18.03 When the Employer rejects an Employee's application for leave the reasons for the rejection shall be provided to the Employee in writing forthwith.
- 18.04 An Employee's request for any leave will be responded to by the Employer within a reasonable period of time.
- 18.05 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 a 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 19 - Vacation Leave

##### **Accumulation of Vacation Leave**

- 19.01 For each month of a fiscal year in which an Employee receives ten days pay, he shall earn Vacation Leave at the following rates:

Completed Years of Continuous Employment	Days earned per Month
Less than one	1.79
One or more, less than 7	2.21
7 or more, less than 15	2.63
15 or more, less than 20	2.92
20 or more	3.33

##### **Granting of Vacation Leave**

- 19.02 In granting vacation leave with pay to an Employee, the Employer shall make every reasonable effort:
- (a) to grant the Employee his vacation leave during the fiscal year in which it is earned at a time specified by him;
  - (b) to grant the Employee vacation up to four (4) consecutive weeks depending upon his vacation entitlement when so requested by the Employee;

- (c) not to recall an Employee to duty after he has proceeded on vacation leave;
  - (d) where the Employer has proposed to change, reduce or deny the vacation leave requested by the Employee, the Employer shall provide the Employee with the reasons, in writing, for such change, reduction or denial of vacation leave,
- 19.03 The Employer shall reply to the request of vacation leave submitted by the Employee within five (5) days after the request has been received in writing by the Manager. Where the Employer has proposed to change, reduce or deny the vacation leave requested by the Employee, the Employer shall provide the Employee with the reasons, in writing, for such change, reduction or denial of vacation leave.
- 19.04 Where an Employee is on approved leave without pay, for six (6) months or less and returns to work within six (6) months, such leave shall be counted as continuous employment for the purpose of accumulation of Vacation Leave
- 19.05 Casual Employees shall receive Vacation Pay equal to 4% of earnings. Vacation Pay shall be paid on each pay cheque.

#### **Winter Bonus Days**

- 19.06 An Employee who has requested and is granted annual leave between October 1 and March 31 of any year shall, in addition to his vacation leave entitlement receive one (1) day extra vacation leave when he liquidates five (5) consecutive days of annual leave within the above days. No Employee may receive more than four (4) extra vacation leave days in any one fiscal year. Extra vacation leave days must be taken at the same time as annual leave. There will be no carry-over of these days.

#### **Travel Time**

- 19.07 Every Employee who is proceeding on vacation leave shall be entitled, once in each fiscal year, in addition to his vacation leave and subject to Article 19.08, travel time with pay for the time required for the return journey between Ft. McPherson and his destination, including land travel. His travel leave shall be one (1) day each way.
- 19.08 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.
- 19.09 Where in respect of any period of vacation leave, an Employee:
- (a) is granted special leave, when there is a death in his immediate family; or

(b) is granted 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**

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

### **Leave when Employment Terminates**

19.11 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 by the daily rate of pay applicable to the Employee immediately prior to the termination of his employment, or
- (b) the Employer shall grant the Employee any vacation leave earned but not used by him before the employment is terminated by lay-off.

19.12 An Employee whose employment is terminated by reason of a declaration that he abandoned his position is entitled to receive payment for any earned but unused vacation leave. If after reasonable effort the Employer is unable to locate the Employee within one (1) year of termination, his entitlement shall lapse.

## **ARTICLE 20 - Special Leave**

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

- (a) one-half 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.

20.02 For the purposes of this Article, immediate family is defined as an Employee's father, mother, brother, sister, spouse, common-law spouse, aunt, uncle, 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.

- (a) The Manager shall grant special leave earned with pay for a period of up to five (5) consecutive working days:
  - (i) when there is a death in the Employee's immediate family;
  - (ii) 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;
  - (iii) in the event of the death of the Employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law;
  - (iv) when acting as a medical escort for a member in the Employee's immediate family. Notwithstanding Article 20.02, the definition of immediate family for this clause will be limited to the Employee's husband, wife, common law spouse, child, mother and father.
  
- (b) The Manager shall grant special leave earned with pay for a period of up to one (1) working day, which may be divided into two parts and taken on separate days:
  - (i) when the Employee is to be married;
  - (ii) when the Employee is going through divorce proceedings.
  
- (c) The Manager may grant an Employee special leave with pay for a period of up to five (5) consecutive working days:
  - (i) where special circumstances not directly attributable to the Employee prevent his reporting to duty:
    - A. serious household or domestic emergencies;
    - B. severe or adverse weather conditions, if the Employee makes every reasonable effort to report for duty. This clause includes those Employees caught out on the land;
    - C. serious community emergencies, where the Employee is required to render assistance;
    - D. takes an examination which will improve his position or qualifications in the Employer;
    - E. attends a course in civil defence training or Ranger training.

20.03 Special leave in excess of five(5) consecutive working days for the purposes enumerated in Article 20.02 may be granted by the Manager.

20.04 The Employer shall grant special leave earned with pay for a period of up to three (3) days:

- (a) on the birth of the Employee's child
- (b) on the adoption of a child by the Employee.

This leave may be divided into two parts and taken on separate days.

**20.05 The Employer shall grant special leave earned with pay to an Employee for up to one (1) day for the purpose of attending the graduation ceremony of an Employee's child or employee's spouse's child who resides with the Employee.**

### **Civic Leave**

20.06 An Employee may be entitled to up to five (5) days leave without pay each year to serve as a member of community councils, public boards and committees, and to be a participant in sporting events at the Regional, Territorial, Interprovincial, National and International levels (this includes the Arctic Winter Games), and Search and Rescue activities. Upon request, the Employee may apply unused annual leave or lieu time for these activities.

### **Quarantine**

20.07 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.

### **Advance of Credits**

20.08 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**

20.09 (a) Employees may be granted casual leave with pay to a maximum of two (2) hours for medical, dental, and legal appointments or school appointments, provided that the appointments cannot be scheduled outside of working hours.

#### **Other Casual Leave**

(b) The Manager may grant an Employee casual leave for other purposes of a special or unusual nature or to attend the funeral of a co-worker.

- (c) Upon presentation of appropriate documentation Employees may be granted casual leave with pay to a maximum of one-half (½) day per occurrence where the Employee's physician requires him to attend regular or recurring medical treatments and checkups.

An Employee may be required to submit a leave form in advance for a casual leave request.

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

#### **ARTICLE 21 - Sick Leave**

- 21.01 An Employee shall earn sick leave credits at the rate of one and one-quarter (1¼) days for each calendar month for which he receives pay for at least ten (10) days.
- 21.02 The Employer may request a certificate of illness, in a form satisfactory the Employer, where the Employer determines there is a demonstrated and reasonable basis for doing so.
- 21.03 Where leave of absence without pay is authorized for any reason, or an Employee is laid-off, and the Employee returns to work upon expiration of such leave of absence or lay-off, he shall earn sick leave credits for each month in which he 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.
- 21.04 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 five (5) 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.
- 21.05 When an Employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for a concurrent period, there shall be no charge against his sick leave credits for the period of concurrency.

#### **Transportation to a Medical Centre Travel Time**

- 21.06 Every Employee who is proceeding to a medical centre outside of Fort McPherson shall be granted leave of absence with pay which is not to be charged against his sick leave credits for the lesser of two (2) days or the actual time taken to travel from Fort McPherson to a medical centre and return.

## ARTICLE 22 - Other Types of Leave

### **Maternity Leave**

- 22.01 An Employee who becomes pregnant shall be granted seventeen (17) consecutive weeks maternity leave without pay commencing at any time during the seventeen (17) week period immediately preceding the expected date of delivery, provided that the Employee gives the Employer written notice at least four (4) weeks before the day on which the Employee expects to commence her leave. At the Employee's request the Employer shall give her, within one week of her request, a clear understandable information package about maternity leave requirements and benefits.
- 22.02 The Employer may:
- (a) upon written request from the Employee, defer the commencement of maternity leave without pay of an Employee or terminate it earlier than seventeen (17) weeks after the date of the termination of her pregnancy;
  - (b) grant maternity leave without pay to an Employee to commence earlier than seventeen (17) weeks before the expected termination of her pregnancy;
  - (c) where maternity leave without pay is requested, require an Employee to submit a medical certificate certifying pregnancy.
- 22.03 Leave granted under this Article shall be counted for the calculation of "Continuous Employment" and "Continuous Service".

### **Maternity-related Reassignment or Leave**

- 22.04 Where a pregnant Employee produces a statement from her physician or medical practitioner may be detrimental to her health or that of the foetus, the Employer may, at its discretion, alter those working conditions or allow the Employee to take leave of absence without pay for the duration of her pregnancy.

### **Other Benefits During Leave**

- 22.05 An Employee returning to work from maternity leave retains her annual leave, sick leave and special leave credits accumulated prior to taking leave.
- 22.06 If an Employee elects to maintain coverage for medical, group life and other benefits, the Employee will pay both portions of these premiums.
- 22.07 Illness arising due to pregnancy during employment and prior to this leave of absence may be charged to normal sick leave credits.

## **Maternity Leave Allowance**

- 22.08 After completion of six (6) months continuous employment, an employee who provides the Employer with proof that she has applied for and is in receipt of employment insurance benefits pursuant to Section 22, *Employment Insurance Act*, shall be paid a maternity leave allowance.
- 22.09 A recipient under Article 22.08 shall sign an agreement with the Employer providing:
- (i) that she will return to work and remain in the Employer's employ for a period of at least six (6) months after her return to work;
  - (ii) that she will return to work on the date of the expiry of her maternity leave, unless this date is modified with the Employer's consent.
- 22.10 Should the employee fail to return to work, except by reason of death, disability or lay-off, as per the provision of Article 22.09, the employee recognizes that she is indebted to the Employer for the amount received as maternity leave allowance. Should the employee not return for the full six months, the employee's indebtedness shall be reduced on a prorated basis according to the number of months for which she received pay.
- 22.11 In respect of the period of maternity leave, payments of maternity leave allowance will consist of the following:
- (i) For the first one (1) week, payments equivalent to seventy-five percent (75%) of her weekly rate of pay. For up to a maximum of an additional fifteen (15) weeks, payments equivalent to the difference between the employment insurance benefits she is eligible to receive and seventy-five percent (75%) of her weekly rate of pay;
- 22.12 For a full-time employee the weekly rate of pay referred to in Article 22.11 shall be the weekly rate of pay for her classification and position on the day immediately preceding the commencement of the maternity leave.
- 22.13 For a part-time employee the weekly rate of pay referred to in Article 22.11 shall be the prorated weekly rate of pay for her classification and position averaged over the sixmonth period of continuous employment immediately preceding the commencement of the maternity leave.
- 22.14 Where an employee becomes eligible for a pay increment or an economic adjustment with respect to any period in which the employee was in receipt of payments under Article 22.11, the payments shall be adjusted accordingly.



## **Parental Leave**

- 22.15 Where an Employee has or will have the actual care or custody of his/her newborn child, or an Employee commenced proceedings to adopt a child or obtains an order for the adoption of a child, he/she shall be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks. This leave without pay shall be taken during the fifty-two (52) week period immediately following the day the child was born or, in the case of adoption, within the fifty-two (52) week period from the date the child comes into the Employee's care and custody.
- 22.16 An Employee who intends to request parental leave without pay shall provide the Employer shall make every effort to provide reasonable notice to the Employer. In the case of an adoption, the Employee shall notify the Employer as soon as the application for adoption has been approved by the adoption agency or legal guardianship and custody papers have been completed.
- 22.17 Leave granted under this Article shall be counted for the calculation of "Continuous Employment" and "Continuous Service".
- 22.18 Parental leave without pay utilized by an Employee couple, both of whom are employed by the Employer, in conjunction with maternity leave shall not exceed a total of fifty-two (52) weeks.
- 22.19 Parental leave without pay taken by an Employee in conjunction with maternity leave shall be taken immediately after the termination of maternity leave and the duration of both periods of leave without pay combined shall not exceed a total of fifty-two (52) weeks.
- 22.20 When parental leave is taken by an Employee couple, both of whom are employed by the Employer, parental leave without pay shall not exceed a total of thirty-seven (37) weeks for both Employees combined.

## **Other Benefits During Leave**

- 22.21 An Employee returning to work from parental leave retains his/her annual leave, sick leave and special leave credits accumulated prior to taking leave.
- 22.22 If an Employee elects to maintain coverage for medical, group life and other benefits, the Employee will pay both portions of these premiums.

## **Court Leave**

- 22.23 An Employee, other than an Employee on leave of absence without pay or under suspension without pay, will be granted leave with pay:
- (a) to serve on a jury and the jury selection process;

- (b) to answer a subpoena or summons to attend as a witness in any proceeding authorized by law to compel the attendance of witnesses.

provided the Employee remits or assigns to the Employer any remuneration received by him her as a result of serving on a jury, in the jury selection or as a witness, other than remuneration received as an allowance or reimbursement for expenses incurred in such duty.

### **Injury on Duty Leave**

22.24 An Employee shall be granted injury-on-duty leave with pay to as maximum of sick leave credits he has accumulated, where it is determined by the Workers' Safety and Compensation Commission that the Employee is unable to perform his duties because of:

- (a)
  - (i) personal injury accidentally received in the performance of his duties and not caused by the Employer's willful misconduct;
  - (ii) sickness resulting from the nature of his employment; or
  - (iii) over-exposure to radioactivity or other hazards conditions in the course of his employment;

if the Employee agrees to pay the Employer any amount received by him for loss of wages in settlement of any claim he may have in respect of such an injury, sickness or exposure.

- (b) The appropriate rate of liquidation of injury on duty leave after an award by the Workers Safety & Compensation Commission shall be equal to the difference between the Employees regular wages and the compensation received from the Workers Safety & Compensation Commission, i.e., if 2/3 of the Employees regular wage is received from the Workers Safety & Compensation Commission, the amount of leave liquidated for one days injury on duty leave shall be 1/3 day.

### **Traditional Cultural Activity Leave**

22.25 Subject to operational requirements, leave with pay, to a maximum of two (2) working days per fiscal year, may be granted on very short notice to an Employee in order to meet traditional hunting, fishing or harvesting pursuits and cultural activities and in order to provide for their families and/or the community. Such leave shall not be unreasonably denied.

## **Leave for other Reasons**

22.26 Notwithstanding any provisions for leave in the Agreement, the Employer may at its discretion, grant leave of absence with or without pay to an Employee for any other purpose. Leave must be requested in advance.

## **ARTICLE 23 - Compassionate Care Leave**

- 23.01 The Employer and the Union recognize the importance of access to leave to provide care or support to a gravely ill family member with a significant risk of death.
- 23.02 For the purposes of this Article, the definition of family member shall include:
- (a) Employee's spouse, including common-law spouse;
  - (b) child or child of the Employee's spouse;
  - (c) Employee's parent or spouse of the Employee's parent; and
  - (d) any other person who is defined as a family member under Section 23.1(1) of the *Employment Insurance Act*.
- 23.03 An Employee shall be granted up to eight (8) weeks of Compassionate Care Leave without pay to provide care and support for a gravely ill family member if the Employer is provided with a certificate from a qualified medical practitioner stating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks.
- 23.04 The period of Compassionate Care Leave shall begin with the earlier of the day that the Employee commences leave or the date the medical certificate is issued, and shall end on the Saturday in the earlier of the twenty sixth (26th) week after the leave begins or the week the family member dies.
- 23.05 A certificate from a medical practitioner, such as a nurse practitioner, is acceptable when the gravely ill family member is in a geographic location where treatment by a medical doctor is limited or not accessible, and a medical doctor has authorized the other medical practitioner to treat the ill family member.
- 23.06 Compassionate Care Leave may be taken in separate periods but each period must be of not less than one week's duration.
- 23.07 An Employee who intends to request Compassionate Care Leave shall make every effort to provide reasonable notice to the employer and shall, except in exceptional circumstances, provide advance notice to the Employer.
- 23.08 Leave granted under this Article shall be counted for the calculation of continuous employment.

- 23.09 Compassionate Care Leave for two or more Employees of the Employer for the same family member shall not exceed eight (8) weeks in total.

#### ARTICLE 24 - Hours of Work

- 24.01 The weekly scheduled hours of work shall be thirty-seven and one-half (37 ½) hours per week for Administration Employees and forty (40) hours per week for Maintenance Employees.
- 24.02 The weekly hours of work shall be a five (5) day work week, Monday to Friday inclusive and scheduled work day of seven and one-half (7 ½) or eight (8) hours as is appropriate, exclusive of a lunch period, but inclusive of two (2) fifteen-minute coffee breaks per day which is the Employee's entitlement.
- 24.03 A specified meal period of one hour's duration shall be scheduled between 12:00 noon and 1:00p.m.

#### ARTICLE 25 - Overtime

- 25.01 Employees will work overtime only when absolutely necessary or in the case of emergencies; and must have prior authorization in writing. Overtime without prior authorization will only be approved in cases where the overtime was worked because of an emergency.
- 25.02 Emergencies are defined as a breakdown or interruption in essential services which endangers the health and/or safety of the tenants.
- 25.03 An Employee who is required to work overtime shall be compensated for each completed fifteen (15) minutes of overtime worked by him.
- 25.04 Overtime work shall be compensated at time and one-half (1½) an Employee's regular rate of pay except that;
- (a) overtime worked in excess of four (4) consecutive hours either preceding or following an Employees regular shift; and,
  - (b) overtime worked in excess of eight (8) consecutive hours on an Employee's first day of rest; and,
  - (c) overtime worked on an Employee's second day of rest;
- shall be compensated at double time.

#### **Lieu Time Bank**

- 25.05 Employees may choose to receive lieu time, instead of overtime, to a maximum of seventy-five (75) hours for administration Employees and a maximum of eighty

(80) hours for Maintenance Employees. Lieu time shall be accumulated at a rate of one and one half hour (1.5) for each hour worked (when overtime would be paid at time and one half) and two hours for each hour worked (when overtime would be paid at double time).

- 25.06 Lieu time shall be taken at a time mutually agreed to by the Employer and the Employee.
- 25.07 Employees who wish to take lieu time shall provide the Employer with advance notice of their request as follows:
- (a) for lieu time of less than five days, a written request at least one day in advance of the start of the period of lieu time; and
  - (b) for lieu time of five days or more, a written request at least one week in advance of the start of the period of lieu time.
- 25.08 All hours left in the lieu time bank at year end shall be carried over into the following year.

#### **ARTICLE 26 - Pay**

- 26.01 Employees are entitled to be paid for services rendered for the position to which they are appointed and at the pay rates specified in Schedule A.
- 26.02 Employees shall be paid on a biweekly basis with pay days being every second Friday Employees may choose to be paid by way of direct deposit.
- 26.03 When overtime compensation is paid, the pay statement shall indicate the pay period, rate of overtime, and the number of overtime hours.
- 26.04 Employees who have earned overtime compensation, other than time off in lieu, or any other extra allowances in addition to their regular pay, shall receive such remuneration in the pay period when such compensation was earned.
- 26.05 The Employer may make deductions from an Employee's pay when authorized to do so by the Employee in writing.

#### **Performance Increments**

- 26.06 An employee may be granted increases in pay until he reaches the maximum for his position. Such pay increases are dependant on satisfactory performance of the duties of the position by the employee, and shall not be granted to the employee until the Employer certifies that the employee is so performing the duties of his position.

- 26.07 For the purpose of such pay increases, the performance of the employee must be reviewed annually.
- 26.08 Pay increments which are granted by the Employer shall be granted on the anniversary date of each year. Employees will be entitled to only one performance increment annually.
- 26.09 Where the Employer intends to recommend withholding a pay increment from an employee, he shall, at least two (2) weeks and not more than six (6) weeks before employees anniversary date, give the employee notice in writing of his intentions to do so. If such notice is not given, the pay increment shall be implemented on the employee's anniversary date.

#### ARTICLE 27 - Acting Pay

- 27.01 Acting Pay equal to an additional 10% of an employee's hourly rate of pay will be paid when an employee is designated, in writing, by the Employer to base salary when required to perform duties of a position at a higher pay range for a period of five (5) working days or less.
- 27.02 Acting pay equal to an additional 12% of an employee's hourly rate of pay will be paid when an employee is designated, in writing, by the Employer to perform duties of a position at a higher pay range for periods greater than five (5) working days.

#### ARTICLE 28 - Reporting Pay

- 28.01 If an Employee reports to work on his regular work day and the Employer notifies him that there is insufficient or no work available he is entitled to four (4) hours pay at the straight time rate.

#### ARTICLE 29 - Standby Pay

- 29.01 Where the Employer requires employees to be available on standby during off-duty hours, an employee shall be entitled to a standby payment of fifteen (\$15.00) dollars for each eight (8) consecutive hours or portion thereof that he is on standby, except on Sundays and Designated Paid Holidays. For any period of stand-by on a Sunday or designated paid holiday, he shall be paid twenty (\$20.00) dollars for each eight (8) hours or portion thereof that he is required to be on standby status.

**Effective April 1, 2018, increase "fifteen (\$15.00)" to "sixteen (\$16.00)" and "twenty (\$20.00)" to "twenty-one (\$21.00)".**

**Effective April 1, 2019, increase "sixteen (\$16.00)" to "seventeen (\$17.00)" and "twenty-one (\$21.00)" to "twenty-two (\$22.00)".**

- 29.02 An employee designated for standby duty shall be available during his period of standby at a known phone number and be available to return for duty as quickly as possible if called.
- 29.03 A mobile telephone system will be made available for those employees on standby duty.
- 29.04 In designating employees for standby the Employer will endeavour to provide for the equitable distribution of standby duties among all willing employees who normally perform that work.
- 29.05 No standby payment shall be granted if an employee is unable to report for duty when required.
- 29.06 An employee on standby who is required to report to work shall be paid, in addition to the standby pay, at a rate of time and one half the employee's regular rate of pay for all hours worked, subject to a minimum payment equivalent to four (4) hours pay at his regular rate, provided that the employee shall only be paid the minimum payment of four (4) hours pay at the straight time rate once during each standby payment of eight (8) consecutive hours or portion thereof.
- 29.07 Except in the case of an emergency, standby schedules shall be posted fourteen (14) days in advance of the starting date of the new standby schedule.

#### ARTICLE 30 - Call-Back Pay

- 30.01 Where an Employee has been called back to work by the Employer for a specific duty, and where the recall was not scheduled in advance, the Employer shall pay to the Employee upon completion of the task for which he was called back or any other emergencies that might arise during the period of call back, at a rate of time and one half (1.5) the Employees regular rate of pay for all hours worked, subject to a minimum payment equivalent to four (4) hours pay at his regular rate.

#### ARTICLE 31 - Sevcrance Pay An Employee who has one or more years of continuous employment is entitled to severance pay in the following events:

- (a) the Employee is laid off;
  - (b) the Employee's employment is terminated without cause.
- 31.02 An Employee who resigns, who has been dismissed for cause or who has been declared to have abandoned his position shall not be entitled to severance pay.

- 31.03 The eligible Employee shall receive two (2) weeks pay for the first complete year of continuous employment, two (2) weeks pay for the second complete year of continuous employment and one (1) week pay for each succeeding complete year of continuous employment. The amount of severance pay which can be paid under this clause shall not exceed twenty-eight (28) weeks of pay, and shall be less any amounts of severance pay which was paid to the Employee by the Employer previously.

#### **ARTICLE 32 - Job Descriptions**

- 32.01 When an Employee is first hired or when an Employee is reassigned to another position in the Bargaining Unit the Employer shall, before the Employee is assigned to that position, provide the Employee with a current, accurate and written Job Description of the position to which he/she is assigned.
- 32.02 Upon written request, an Employee shall be given a current, accurate and written Job Description of his position.

#### **ARTICLE 33 - New or Revised Positions**

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

#### **ARTICLE 34 - Vacancies, Job Posting and Transfers**

- 34.01 Every vacancy for positions expected to be of more than six (6) months' duration and every newly-created position shall be posted for ten (10) full working days on the Union notice board. An Employee who wishes to apply for a position so posted shall do so on or before the closing date as advertised on the posting. The applicants' skills, knowledge and abilities shall be considered objectively by the Employer with a view to determining the potential of the applicants to perform the job effectively and where applicants are considered reasonably equal in this respect, seniority shall govern.
- 34.02 Where operational requirements permit, in filling job vacancies, including promotions, transfers, and new positions, the job shall be awarded within 15 working days of closing to the successful applicant, provided there is a successful applicant.



34.03 New Employees shall not be hired when there are permanent Employees on lay-off qualified to perform the job.

34.04 Nothing requires the Employer to fill any vacancies.

#### **ARTICLE 35 - Grievance Procedure and Arbitration**

35.01 The Employer and the Union recognize that grievances may arise in respect of the interpretation or application of this Agreement.

35.02 The procedure for the final resolution of the grievances is through the grievance procedure, and, if the grievance is not resolved, to arbitration.

35.03 An Employee who wishes to present a grievance shall, provided he first obtains the authorization of the Union prior to presenting such a grievance deliver this grievance to the Manager.

35.04 A grievance shall be processed through the following steps:

(a) First Level (Manager);

(b) Arbitration.

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

35.06 An Employee shall present a grievance in writing at the First Level of the procedure no later than twenty-five (25) calendar days after the date of the action or circumstances giving rise to the grievance

35.07 The Employer shall reply in writing to an Employee's grievance within twenty (20) calendar days at the First Level.

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

35.09 If an Employee is not satisfied with the answer at First Level, the Employee shall present a grievance at the Final Level within thirty (30) calendar days after the First level reply has been given in writing to him by the Employer, or where the Employer has not given a decision to the Employee within the time set out in Clause 36.06 within twenty (20) calendar days after the day the reply was due.

35.10 When an Employee is dismissed, he shall first be given notice in writing setting out the reasons for the dismissal. Upon Employee request, the Employer will provide the appropriate Representative of the Union as soon as possible with a copy. When the Employer terminates the employment of an Employee, the grievance procedure

shall apply except that the grievance shall be presented at the first level within thirty (30) calendar days after the Employee receives his notice of termination.

- 35.11 The Union shall have the right to initiate and present grievances to the Manager in accordance with the grievance procedure. The Union shall also have the right to initiate and present a grievance to the Manager as specified in the grievance procedure related to the application or interpretation of this Agreement on behalf of one or more members of the Union.
- 35.12 The Employer shall have the right to initiate and present grievances, which shall be filed directly with the Union, at its office in Yellowknife.
- 35.13 An Employee may, by written notice to the Manager, withdraw a grievance. Grievances alleging violations of Article 12 Harassment or Article 13 Freedom from Workplace Violence cannot be withdrawn without Union consent.
- 35.14 The time limits stipulated in this Article are mandatory and may be extended by mutual agreement between the Employer and the Union. Grievances that are not presented or advanced by either party within the time limits set out in this Article are abandoned, and may not later be presented or advanced.

#### **Arbitration**

- 35.15 Should the grievance not be resolved at the First Level either party may, by written notice to the other party, refer the matter to arbitration.
- 35.16 The parties agree that any arbitration arising out of this agreement shall be made by a single arbitrator to be mutually agreed upon by the parties.
- 35.17 If mutual agreement is not reached by the parties to choose a single arbitrator within thirty (30) calendar days from the date that either party receives notification of a wish to proceed to arbitration, then the Director of the Federal Mediation and Conciliation Services shall be asked to appoint an arbitrator.
- 35.18 The arbitrator has all of the powers granted to arbitrators under the *Canada Labour Code*, in addition to any powers that are contained in this Agreement.
- 35.19 The arbitrator shall hear and determine the difference or allegation and shall issue a written decision and the decision is final and binding upon the parties and upon any Employee affected by it.
- 35.20 The Arbitrator shall not have the authority to alter or amend any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or to render any decision contrary to the terms and provision of this Agreement.
- 35.21 The Employer and the Union shall each pay one-half (1/2) of the remuneration and expenses of the arbitrator and each party shall bear its own expenses of every such arbitration.

35.22 In addition to the powers granted to arbitrators under the provisions of the *Canada Labour Code*, the Arbitrator may:

- (a) alter replace or substitute any discipline imposed on an Employee with any other discipline which the Arbitrator considers fair and reasonable;
- (b) determine that where the discharge of the Employee is not appropriate, 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 direct that instead of reinstatement the Employee be paid a sum of money which the Arbitrator considers fair and reasonable, or make such order as he considers fair and reasonable having regard to the terms of this Agreement.

35.23 Where a party has failed to comply with any of the terms of the decision of the Arbitrator, either party or Employee affected by the decision may, after the expiration of fourteen (14) calendar days from the date of the release of the decision or the date provided in the decision for compliance, whichever is later, file in the office of the Clerk of the 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 the judgment or an order of that court and may be enforceable as such.

### **Technological Change**

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

35.25 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.

35.26 In cases where Employees may require retraining as a result of technological change, where the Employer has a vacancy which the Employee wishes to be retrained for, and where the Employer has funding for retraining, the Employer shall make every reasonable effort to offer training courses.

### **ARTICLE 36 - Seniority**

36.01 Seniority shall be a prime factor applied in determining preference for lay-off and recall.

- 36.02 A newly hired Employee shall be on probation for a period defined in Article 2.01(v). 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.
- 36.03 Seniority shall not accumulate during a leave of absence without pay and after six (6) months' lay-off.
- 36.04 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;
  - (c) if he abandons his position;
  - (d) if he is on lay-off for more than six (6) months;
- if, following lay-off, he fails to return to work within seven (7) working days of being recalled.

#### **ARTICLE 37 - Layoff and Recall**

- 37.01 In the event of layoff, Employees shall be laid off in reverse order of their seniority within their job classification.
- 37.02 The Employer shall give an Employee who is to be laid off three (3) months notice in writing of the effective date of his lay off, or three (3) months pay in lieu of notice.
- 37.03 A new Employee will not be hired to fill the job of a laid-off Employee provided the laid-off Employee has not lost his seniority.

#### **Recall**

- 37.04 The last Employee laid off shall be the first recalled provided he is qualified to do the work and has not lost his seniority.
- 37.05 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.

37.06 The Employee shall keep the Employer advised at all times of his current address. The Employee shall return to work within seven (7) working days of receipt of notice of recall, unless, on reasonable grounds, he is unable to do so.

### **Cooling Off Period**

37.07 An Employee who 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.

37.08 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.

37.09 Employees can take advantage of this provision once during the term of the Collective Agreement.

### **ARTICLE 38 - No Contracting Out**

38.01 There shall be no contracting out of any work by the Employer if it would result in the lay-off or the continuance of a lay-off of a full-time or part-time Employee who has completed his/her initial probationary period.

### **ARTICLE 39 - Civil Liability**

39.01 If an action or proceeding is brought against any Employee or former Employee 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 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 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;
- (c) The Employer shall pay any sum required to be paid by such Employee in connection with the settlement of any claim made against such Employee provided the conduct of the Employee which gave rise to the action did not constitute a gross disregard or neglect of his duty as an Employee. The Employee shall not enter into any settlement agreement without the express

written authority of the Employer and if he does enter into any such settlement agreement without proper authorization he agrees to waive any rights provided to him under this Article.

(d) Upon the Employee notifying the Employer in accordance with paragraph (a) above, the Employer shall appoint counsel. The Employer shall have conduct of the action and Employee agrees to cooperate fully with appointed counsel.

39.02 If upon adjudication of a matter arising out of this article there is a finding that the Employee was not acting in the performance of his duties at the time of the alleged tort then he shall be indebted to the Employer for an amount equal to the expenses incurred on his behalf pursuant to this article. Prior to said recovery the Employer and Employee shall discuss an acceptable recovery schedule.

#### **ARTICLE 40 - Discharge and Discipline**

40.01 When written discipline is to be provided to an Employee at a meeting, prior to the meeting, the Employer will notify the Employee of his right to have a Representative of the Union in attendance. The reasons for the discipline shall be provided to the Employee in sufficient detail that the Employee may defend himself against it.

40.02 When circumstances are such that the Union Representative was not available or the Employee did not request the attendance of a Union Representative, the Employer shall, when requested by the Employee, notify the appropriate Union Representative when discipline occurs.

40.03 Discipline, including demotion for misconduct up to and including dismissal, shall be subject to just cause.

#### **ARTICLE 41 - Employee Performance Review and Employee Files**

41.01 When a formal review of an Employee's performance is made, the Employee concerned shall be given the opportunity to discuss then sign the performance appraisal form 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 36 to correct any factual inaccuracies in his performance appraisal.

41.02 The formal review of an Employee's performance shall incorporate an opportunity for the Employee to state his career development goals in relation to his employment.

- 41.03 The Employer agrees to provide the employee with a copy of any document or written statement related to disciplinary action prior to placing in employee Personnel file.
- 41.04 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 lapsed since the disciplinary action has been recorded during this period.
- 41.05 Upon written request of an employee, the personnel file of that employee shall be made available for his examination at reasonable times in the presence of an authorized representative of the Employer.

#### ARTICLE 42 - Labour/Management Committee

- 42.01 A Labour/Management Committee will be formed to consult on matters of mutual interest.
- 42.02 The Labour/Management Committee shall be comprised of two (2) representatives of each of the Union and the Employer, with each party choosing their respective representatives.
- 42.03 The Committee will meet at least once each four (4) months at a pre-established time, and at other times at the request of either party. The role of Chair will alternate between the Employer and the Union.

#### ARTICLE 43 - Health and Safety

- 43.01 The Employer shall comply with all applicable federal, territorial, and municipal health and safety legislation and regulations.
- 43.02 In matters of safety and health, the Labour/Management Committee will follow the following provisions:
- (a) The Employer shall post the names of the Committee members in a prominent place.
  - (b) Committee members shall perform the necessary duties of investigating, identifying and seeking to remedy hazards at the workplace, and shall do so without loss of pay or fear of reprisal.
  - (c) The Employer shall ensure that first aid kits are provided and are readily accessible at all times. First aid kits shall be kept well stocked at all times.
  - (d) The Employer will encourage Employees to take first aid courses and will assume the costs of such courses and also the costs of refresher courses required to maintain the validity of a certificate. Employees taking first aid

training shall be granted leave with pay for the duration of the courses, provided the course is held during regular working hours.

- (e) The Committee is to consider various alternatives for ensuring that an injured Employee receives the appropriate medical transportation to the nearest medical facility.

### **Provision of Legislation or Employer's Policies**

- 43.03 The Employer shall make available to all Employees a current copy the *Safety Act* and Regulations, and any Employer policies pertaining to safety and health
- 43.04 Workplace legislation, which includes the *Safety Act* and Regulations, contains provisions dealing with Workplace Environmental Protection, Toxic and Hazardous Substances, Protective Clothing and Equipment, Right to Know Hazard identification and Committee Investigation Powers.

### **Right to Refuse Dangerous Work**

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

## **ARTICLE 44 - Maintenance**

### **Work Clothing and Protective Equipment**

- 44.01 Where the following articles are required by the Employer or the Workers' Safety & Compensation Commission, the Employer shall supply Employees with the articles of equipment as required:
  - (a) Hard hats;
  - (b) Aprons;



- (c) Welding goggles;
  - (d) Dust protection;
  - (e) Eye protection, except prescription lenses;
  - (f) Ear protection.
- 44.02 New Maintenance Employees, including apprentices, are required to supply their own journeyman tool kit.
- 44.03 When an Employee, including an apprentice, presents a worn out or broken tool, which he uses in the regular performance of his work, to the Manager for verification, the Employer agrees to replace such tool with a tool of similar quality.
- 44.04 Lost tools shall be replaced by the Employee except that the Employer shall assist Employees in the purchase of such tools by purchasing them in the Employers name and selling them to the Employee at the Employers cost price.
- 44.05 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.

#### ARTICLE 45 - Apprentices

- 45.01 The following are agreed upon terms and conditions of employment for Employees engaged as Apprentices by the Employer:
- (a) The *Apprenticeship, Trade and Occupations Certification Act* and pursuant Regulations shall apply to all Apprentices employed by the Employer.
  - (b) The recognized Apprenticeship Training Programs shall be those listed in the "Apprentice Training Schedule" pursuant to the *Apprenticeship, Trade and Occupations Certification 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%

- (e) The Employer will provide an apprentice who will be attending trade training courses with a Record of Employment as soon as possible.
- (f) Apprentices shall be entitled to the benefits and terms and conditions of employment outlined in the current Agreement while working.
- (g) Where an Apprentice fails after two attempts to successfully complete a trade training course or a portion of 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.

45.02 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 Employer.

### ARTICLE 46 - Employee Assistance Program

- 46.01 The rising incidence of alcohol and substance abuse is of growing concern among employers, Employees and families. An Employee whose alcohol or substance abuse problems interferes with work performance, attendance or interpersonal work relationships may become a major concern to the Employer.
- 46.02 The Employer recognizes that alcohol and substance abuse are disorders which are preventable and amenable to treatment. The Employer is encouraged to recognize early symptoms and patterns of alcohol and substance abuse and to suggest treatment to the afflicted Employee. The benefits and consideration that are extended to Employees during an illness may be made available to Employees affected by alcohol or substance abuse for authorized absence to undergo assessment and approved treatment and hospitalization.
- 46.03 The decision to undertake treatment is the responsibility of the Employee. The decision to seek treatment will not affect job security. In cases where Employees

refuse to recognize their problem and persist in substandard work performance or poor attendance, disciplinary action may be taken and may result in dismissal.

- 46.04 Diagnosis and referral for treatment must be made by a duly qualified medical and/or addictions practitioner.
- 46.05 Nothing in this Article replaces or negates the provisions of other policies on alcohol and substance abuse during working hours.

#### ARTICLE 47 - Duty Travel

- 47.01 An Employee who is authorized to travel on the Employer's business will be reimbursed for expenses in accordance with the Government of the Northwest Territories Duty Travel policy. A copy of the current Government of the Northwest Territories Duty Travel policy will be provided to an Employee prior to duty travel.

#### **Procedures**

- 47.02 (a) The Employer shall authorize duty travel before the start of a trip.
- (b) When requested by the Employee, an advance sufficient to cover reasonable expenses shall be provided to the Employee at least three (3) banking days prior to the commencement of a trip.
- (c) Upon completion of a trip the Employee shall, within ten (10) working days, submit to the Employer in writing, a list of expenses and attach corresponding receipts (if applicable), along with a personal cheque or money order to cover any amount by which the travel advance exceeded the total of the claim.
- (d) Any amount by which the claim exceeds the advance shall be reimbursed to the Employee with (10) working days.

#### ARTICLE 48 - Pay for Travel on Behalf of Employer

- 48.01 Where an Employee is required by the Employer to travel on behalf of the Employer, he/she shall be paid:
- (a) when the travel occurs on a regular workday, as though he/she were at work for all hours travelled to the maximum of the Employee's regular daily hours of work;
- (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.

- 48.02 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.
- 48.03 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.
- 48.04 An Employee who is on duty travel and is absent from home on a Designated Paid Holiday or day of rest and does not work or travel shall receive one and one-half (1½) times rate of pay for the Employee's regular hours of work.
- 48.05 This Article shall not apply to an apprentice while travelling to or from trades school on a day of rest or Designated Paid Holiday or while in attendance at trades school.
- 48.06 In addition, the Employee shall be entitled to receive an advance of no less than \$75.00 for meals, incidentals and accommodation as the case may be.
- 48.07 Employees travelling for the purposes of training or while attending training sessions or courses will not be eligible for pay outside their regular hours during travel to and from training sessions or courses.

#### **ARTICLE 49 - Northern Allowance**

- 49.01 Northern Allowance will be paid to every full time, part-time and term Employee.
- 49.02 Employees will be paid the Northern Allowance prorated to an hourly rate, up to a maximum of the normal weekly hours of work for their classification.

#### **Northern Allowance Schedule**

- 49.03 Northern Allowance shall be based upon the Northern Allowance amounts for Fort McPherson in the collective agreement between the Government of the Northwest Territories and the Union of Northern Workers. This amount shall change on the same date, and by the same amount as the Northern Allowance amount for Fort McPherson changes in the collective agreement between the Government of the Northwest Territories and the Union of Northern Workers.
- 49.04 Northern Allowance shall be divided by 2080 for Employees whose regular hours of work are eight (8) per day, 1956 for Employees whose regular hours of work are seven and one-half (7.5) per day.

- 49.05 Northern Allowance shall be paid on an hourly basis for all regular hours worked but not on overtime hours.
- 49.06 Forty percent (40%) of an Employee's Northern Allowance shall be designated as an Allowance pursuant to the Income Tax Act.
- 49.07 Employees may elect in writing to have either 20% or 40% of their Northern Allowance held back by the Employer.
- 49.08 Prior to April of **each fiscal year**, the Employer will allow each Employee to make an election with respect to Northern Allowance. Employees who do not make an election will not have any Northern Allowance held back. An Employee who elects to have either 20% or 40% of his Northern Allowance held back cannot change that election except prior to the start of a subsequent fiscal year, which change shall be effective at the start of that subsequent fiscal year.
- 49.09 An Employee who has elected to have either 20% or 40% of his Northern Allowance held back shall be entitled to have the total amount of Northern Allowance held back paid out, once per fiscal year, in conjunction with the Employee's approved vacation leave. The amount of Northern Allowance held back will be paid out within fourteen (14) days of the Employer's approval of the Employee's vacation leave under Article 18.
- 49.10 The balance of an Employee's Northern Allowance that has been held back shall be paid out on termination of the Employee's employment.
- 49.11 The balance of an Employee's Northern Allowance that has been held back shall be paid out at the end of each fiscal year or when an Employee is on leave of absence without pay for longer than thirty (30) days.

#### **ARTICLE 50 - Northern Employee Benefits Services**

- 50.01 All eligible full time, part time and term employees shall be enrolled in the Northern Employee Benefits Services Group Benefit Plan. Eligible full time, part time and term employees may choose to participate in the Northern Employee Benefit Services Extended Health Care and Dental Insurance plans.
- 50.02 All issues concerning the insurance plans, including issues of premiums and eligibility for benefits, are determined by the insurance plan providers.
- 50.03 All eligible full time, part time and term employees shall be enrolled in the Northern Employee Benefits Services Pension Plan, in accordance with the Letter of Understanding which forms part of this agreement.

## ARTICLE 51 - Adverse Weather Conditions

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

## ARTICLE 52 - Re-opener of Agreement and Mutual Discussions

### **Re-opener of Agreement**

52.01 This Agreement may be amended by mutual consent of the Employer and the Union.

### **Mutual Discussions**

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

## ARTICLE 53 - Term of Agreement

53.01 The Term of this Agreement shall be from **April 1, 2016 until March 31, 2020. All provisions of this Agreement shall take effect upon date of ratification of this Agreement, except where a different date is specified. The pay schedules in Schedule "A" shall apply from the dates set out in each schedule.**

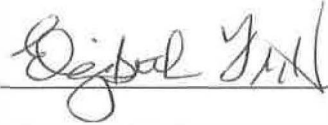
53.02 Notwithstanding Article 56.01, the provisions of this Agreement, including the provisions for the adjustment of disputes in Article 36 shall remain in effect during the negotiations for its renewal, and until either a new collective agreement becomes effective, or until the provisions of Section 89(1) of the *Canada Labour Code* have been met.

53.03 Either party to this Agreement may, within the period of four (4) months immediately preceding the date of expiration of the term of this Agreement, by written notice, require the other party to this Agreement to commence collective bargaining with a view to the conclusion, renewal or revision of this Agreement in accordance with Section 49(1) of the *Canada Labour Code*.

53.04 Where notice to bargain collectively has been given under Article 56.03, the Employer shall not alter the rates of pay or any term or condition of employment or any right or privilege of the Employees, or any right or privilege of the Union until a renewal or revision of this Agreement has been concluded, or until the provisions of Section 89(1) of the *Canada Labour Code* have been met, unless the Union consents to the alteration of such a term or condition, or such a right or privilege.

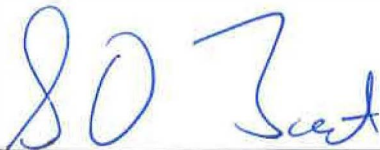
Signed at Fort McPherson, NWT this 16 day of January, 2018.

Fort McPherson Housing Association



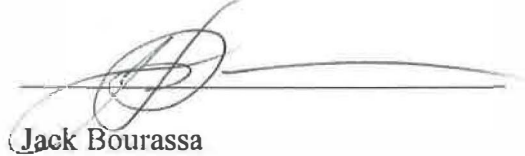
Elizabeth Firth

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Glenn Tait

Public Service Alliance of Canada



Jack Bourassa



Richard Niditchie



Brenda Shillington

## SCHEDULE A

### CURRENT

Assistant Manager	\$37.86	\$38.90	\$39.98	\$41.07	\$42.20	\$43.36	\$43.79
Tenant Relations Officer	\$29.78	\$32.19	\$34.37	\$33.10	\$34.02	\$34.96	\$35.94
Administrative Assistant	\$25.95	\$26.69	\$27.45	\$28.23	\$29.04	\$29.86	\$30.72
Foreman	\$36.18	\$37.18	\$38.20	\$39.25	\$40.32	\$41.43	\$41.80
Tradesperson	\$31.85	\$32.74	\$33.65	\$34.58	\$35.54	\$36.53	\$37.54
Casual Janitor	\$17.96						
Casual Trades	\$24.91						

### Hourly rate of Pay – Effective 01-Apr-17

Assistant Manager	\$38.81	\$39.87	\$40.98	\$42.10	\$43.26	\$44.44	\$44.88
Tenant Relations Officer	\$30.52	\$32.99	\$35.23	\$33.93	\$34.87	\$35.83	\$36.84
Administrative Assistant	\$26.60	\$27.36	\$28.14	\$28.94	\$29.77	\$30.61	\$31.49
Foreman	\$37.08	\$38.11	\$39.16	\$40.23	\$41.33	\$42.47	\$42.85
Tradesperson	\$32.65	\$33.56	\$34.49	\$35.44	\$36.43	\$37.44	\$38.48
Casual Janitor	\$18.41						
Casual Trades	\$25.53						

### Hourly rate of Pay – Effective 01-Apr-18

Assistant Manager	\$39.20	\$40.27	\$41.39	\$42.52	\$43.69	\$44.88	\$45.33
Tenant Relations Officer	\$30.83	\$33.32	\$35.58	\$34.27	\$35.22	\$36.19	\$37.21
Administrative Assistant	\$26.87	\$27.63	\$28.42	\$29.23	\$30.07	\$30.92	\$31.80
Foreman	\$37.45	\$38.49	\$39.55	\$40.63	\$41.74	\$42.89	\$43.28
Tradesperson	\$32.98	\$33.90	\$34.83	\$35.79	\$36.79	\$37.81	\$38.86
Casual Janitor	\$18.59						
Casual Trades	\$25.79						



Hourly Rate of Pay –  
Effective 01-Apr-19

Assistant Manager	\$39.59	\$40.67	\$41.80	\$42.95	\$44.13	\$45.33	\$45.78
Tenant Relations Officer	\$31.14	\$33.65	\$35.94	\$34.61	\$35.57	\$36.55	\$37.58
Administrative Assistant	\$27.14	\$27.91	\$28.70	\$29.52	\$30.37	\$31.23	\$32.12
Foreman	\$37.82	\$38.87	\$39.95	\$41.04	\$42.16	\$43.32	\$43.71
Tradesperson	\$33.31	\$34.24	\$35.18	\$36.15	\$37.16	\$38.19	\$39.25
Casual Janitor	\$18.78						
Casual Trades	\$26.05						