

# **COLLECTIVE AGREEMENT**

between

## **THE AKLAVIK HOUSING ASSOCIATION**

(hereinafter referred to as the 'Employer')

and

## **THE PUBLIC SERVICE ALLIANCE OF CANADA**

as represented by its Component:

### **The Union of Northern Workers**

(hereinafter referred to as the 'Union')

**EFFECTIVE:** April 1, 2016  
**EXPIRES:** March 31, 2020

**The Union of Northern Workers  
400 – 4910 53<sup>rd</sup> St  
Yellowknife, NT X1A 1V2**



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## **ARTICLE 1 - PURPOSE OF AGREEMENT**

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

## **ARTICLE 2 - INTERPRETATION AND DEFINITIONS**

- 2.01 For the purpose of this Agreement:
- (a) "Alliance" means the Public Service Alliance of Canada;
  - (b) "Allowance" means compensation payable to an employee in addition to the regular remuneration payable for the performance of the duties of the employee's position;
  - (c) "Association" means the Aklavik Housing Association;
  - (d) "Bargaining Unit" means all employees of Aklavik Housing Association, excluding the Manager or Secretary/Manager, as certified by the Canada Labour Relations Board on August 4, 1983;
  - (e) "Continuous employment" means:
    - (i) with reference to reappointment of a lay-off, the employee's employment in the position held by the employee at the time the employee was laid off and the employee's employment in the position to which the employee is appointed shall constitute continuous employment;
    - (ii) where an employee ceases to be employed for a reason other than dismissal, abandonment of position or rejection on probation and is reemployed within a period of three (3) months, the employee's periods of employment for purposes of sick leave and vacation leave benefits shall be considered as continuous employment with the Housing Association;
  - (f) "Casual Employee" means a person employed by the Employer for work of a temporary nature not to exceed six (6) continuous months;

- (g) "Compensatory Leave" means that leave with pay taken in lieu of a payment;
- (h) "Day of Rest" in relation to an employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of their position, other than by reason of their being on leave of absence;
- (i) "Demotion" means the appointment of an employee for reasons of incompetence or incapacity, to a new position for which the maximum pay is less than that of the employee's former position;
- (j) "Dependent" means a person who is the employee's spouse (including common-law), child, step child, adopted child who is under nineteen (19) years of age and dependent upon him/her for support or being nineteen (19) years of age or more and dependent upon him/her by reason of mental or physical infirmity or any other relative of the employee's household who is wholly dependent upon him/her for support by reason of mental or physical infirmity;
- (k) "Employee" means a member of the Bargaining Unit;
- (l) "Employer" means the Aklavik Housing Association;
- (m) "Fiscal Year" means the period of time from April 1 in one year, to March 31 of the following year;
- (n) "Grievance" means a complaint in writing that an employee, group of employees or the Union submits to the Employer, or that the Employer submits to the Union, to be process through the grievance procedure.
- (o) "Holiday" means the twenty-four (24) hour period commencing at 12 midnight at the beginning of a day designated as a paid holiday in this Agreement;
- (p) "Lay-off" means an employee whose employment has been terminated because of lack of work or lack of funding;
- (q) "Leave of Absence" means absence from duty, either with or without pay, with the Employer's permission;
- (r) "Manager" means the Secretary Manager of the Aklavik Housing Association;
- (s) "May" shall be regarded as permissive and "Shall" and "Will" as imperative;
- (t) "Membership Fees" means the fees established pursuant to the By-Laws of the Public Service Alliance of Canada as the fees payable by the members of the Bargaining Unit, and shall not include any initiation fee or insurance premium;
- (u) "Overtime" means work performed by an employee before or after or in excess or outside of their 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.

- (v) "Probation" means a period of six (6) months from the day upon which an employee is first appointed to the Housing Association or a period of three (3) months after an employee has been transferred or promoted. If an employee does not successfully complete their probationary period on transfer or promotion the Employer will make every reasonable effort to appoint the employee to a position comparable to one from which the employee was transferred or promoted;
- (w) "Promotion" means the appointment of an employee to a new position, the rate of pay of which exceeds that of their former position;
- (x) "Rates of Pay" means:
  - (i) "Daily rate of pay" means an employee's hourly rate of pay multiplied by the employee's daily hours of work as set out in Schedule A;
  - (ii) "Weekly rate of pay" means an employee's daily rate of pay multiplied by five (5); and
  - (iii) "Annual rate of pay" means an employee's weekly rate of pay multiplied by 52.176;
- (y) "Representative" means an employee who has been elected or appointed as a steward or who represents the Union at meetings with management and who is authorized to represent the Union.
- (z) "Transfer" means the appointment of an employee to a new position, that does not constitute a promotion or demotion.
- (aa) "Union" means the Public Service Alliance of Canada as represented by its agent the Union of Northern Workers.
- (bb) "Week" for the purposes of this Agreement shall be deemed to commence on Monday and terminate at midnight on Sunday.

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

- (a) if defined in the Labour Standards Act or in the Regulations made thereunder, have the same meaning as given to them in that Act; and
- (b) if defined in the Interpretation Act, but not defined in the Act mentioned in paragraph (a), have the same meaning as given to them in the Interpretation Act.

2.03 Where the masculine gender is used, it shall be considered to include the feminine gender unless any provision of this Agreement otherwise specifies.

### **ARTICLE 3 - RECOGNITION**

3.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees as described in the Certification Order issued by the Canada Labour Relations Board, dated August 4, 1983.

#### **Discrimination**

3.02 The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee by reason of age, sex, race, creed, colour, national origin, political or religious affiliation nor by reason of Union membership or activity. Affirmative Action programs will not be deemed to be discriminatory.

#### **Accommodation**

3.03 The Employer, the Union and the employees are committed to upholding their responsibilities under the Northwest Territories Human Rights Act to accommodate employees with disabilities.

### **ARTICLE 4 - APPLICATION**

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

4.02 The Employer and the Union shall share equally all costs related to the printing and distribution of this Collective Agreement. The Union shall facilitate said printing and distribution.

### **ARTICLE 5 - SECURITY OF AGREEMENT**

#### **Future Legislation**

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

#### **Conflict of Provisions**

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

### **ARTICLE 6 - STRIKES AND LOCKOUTS**

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

### **ARTICLE 7 - MANAGERIAL RESPONSIBILITIES**

- 7.01 Management shall exercise its rights in a manner that is fair, reasonable and consistent with the terms of this Agreement.

### **ARTICLE 8 - RESTRICTION ON OUTSIDE EMPLOYMENT**

- 8.01 An employee can carry on any business or employment outside their regularly scheduled hours of duty without interference from the Housing Association.
- 8.02 Employees are prohibited from carrying on any business or employment outside their regularly scheduled hours of duty when such business or employment is such that:
- (a) a conflict of duties may develop between an employee's regular work and their outside interests; and
  - (b) certain knowledge and information available only to Aklavik Housing Association personnel place the individual in a position where the employee can exploit the knowledge or information for personal gain.

### **ARTICLE 9 - EMPLOYER DIRECTIVES**

- 9.01 The Employer will consult with the Labour Management Committee prior to issuing any directives that are intended to clarify the interpretation or application of the Collective Agreement.

### **ARTICLE 10 - UNION ACCESS TO EMPLOYER PREMISES**

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

### **ARTICLE 11 - APPOINTMENT OF REPRESENTATIVES**

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



## **ARTICLE 12 - TIME OFF FOR UNION BUSINESS**

### Conciliation and Arbitration Hearings

#### Disputes

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

#### Employee called as a Witness

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

#### Arbitration Hearing (Grievance)

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

#### Employee who acts as a Representative

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

#### Employee called as a Witness

- (c) Where operational requirements permit, the Employer will grant leave with pay to a witness called by an employee who is a party to the grievance.
- 12.03 Where an employee and his or her representative are involved in the process of a grievance and where operational requirements permit, they shall be granted reasonable time off:
- (a) when the discussions take place in the Hamlet of Aklavik, leave with pay; and
- (b) when the discussions take place outside the Hamlet of Aklavik, leave without pay.

#### Contract Negotiation Meetings

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

#### Preparatory Contract Negotiation Meetings

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

Meetings between Employee Organizations and Management

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

Employee Organization Executive Council Meetings, Congress and Conventions

12.07 When operational requirements permit, the Employer will grant reasonable leave without pay to a reasonable number of employees to attend executive council meetings and conventions of the Alliance, the Component (Union of Northern Workers), the Canadian Labour Congress and the NWT Federation of Labour.

Representatives Training Course

12.08 When operational requirements permit, the Employer will grant reasonable leave without pay to employees who exercise the authority of a representative on behalf of the Union, to undertake training related to the duties of a representative.

Time Off for Representatives

12.09 (a) A representative shall obtain the permission of their immediate supervisor before leaving their work to investigate a grievance, to meet with management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld.

(b) The representative shall make every reasonable effort to report back to their supervisor before resuming their normal duties.

12.10 When operational requirements permit and upon reasonable notice, the Employer will grant leave without pay for one (1) employee:

(a) to participate as a delegate to constitutional conferences or other similar forums mandated by Federal or Territorial legislation; and

(b) to present briefs to commissions, boards and hearings that are mandated by Territorial legislation or the Federal Government.

**ARTICLE 13 - MEMBERSHIP FEE DEDUCTION**

13.01 The Employer will, as a condition of employment, deduct an amount equal to the amount of Membership Fees from the pay of all employees in the Bargaining Unit.

13.02 The Alliance shall inform the Employer in writing of the Membership Fees to be deducted for each employee within the Bargaining Unit.

13.03 For the purpose of applying Article 13.01, deductions from pay for each employee will occur on a biweekly basis and will apply to the extent that earnings are available. Where an employee does not have sufficient earnings in respect of any biweekly period to permit

deduction, the Employer shall not be obligated to make such deductions from subsequent salary.

- 13.04 For the duration of this Agreement, no employee organization, other than Alliance, shall be permitted to have Membership Fees deducted by the Employer from the pay of the employees in the Bargaining Unit.
- 13.05 The amounts deducted in accordance with Article 13.01, shall be remitted to the Comptroller of the Alliance by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on their behalf.
- 13.06 The Alliance agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the Employer.
- 13.07 The Employer agrees to identify annually on each employee's T-4 slip the total amount of Membership Fees deducted for the preceding year.

#### **ARTICLE 14 - INFORMATION**

- 14.01 (a) The Employer agrees to provide the Union once per month of change occurring in the Bargaining Unit, with the name, address, job title, rate of pay and social insurance number of all employees in the Bargaining Unit. The Union shall be notified of employees not paying Union dues due to leave and the type of leave.
- (b) The Employer shall indicate which employees have been recruited or transferred and those employees who have been struck off strength during the period reported.
- 14.02 The Employer shall provide each employee with a copy of the Collective Agreement.
- 14.03 The Employer agrees to provide each new member of the Bargaining Unit with a copy of the Collective Agreement upon appointment.
- 14.04 If requested by an Employee, the Employer and the Union will share the costs of providing a translated copy of the Collective Agreement. Should any dispute arise between versions of the Collective Agreement, the English version shall govern.

#### **ARTICLE 15 - PROVISION OF BULLETIN BOARD SPACE AND OTHER FACILITIES**

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

- 15.02 The Employer shall make available to Union specific locations on the premises, for the placement of bulk quantities of literature of the Union.
- 15.03 Upon reasonable notice and when the space is available, the Employer shall make available to the Union and the members of the Bargaining Unit a suitable meeting room for each local or branch, to be used from time to time for the conducting of business relating to the Bargaining Unit.
- 15.04 The Employer will deliver any mail originating from the Union addressed to employees.
- 15.05 At the reasonable discretion of the Manager, the present policy of permitting reasonable access for employees to utilize Housing Association facilities or equipment, excluding vehicles, outside of business hours will continue.

#### **ARTICLE 16 - DESIGNATED PAID HOLIDAYS**

- 16.01 (a) The following days are Designated Paid Holidays for employees covered by this Collective Agreement:
- (i) New Year's Day;
  - (ii) Good Friday;
  - (iii) Easter Monday;
  - (iv) Victoria Day;
  - (v) Canada Day;
  - (vi) The first Monday in August;
  - (vii) Labour Day;
  - (viii) Thanksgiving Day;
  - (ix) Remembrance Day;
  - (x) Christmas Day;
  - (xi) Boxing Day;
  - (xii) One (1) additional day when proclaimed by an Act of Parliament as a National Holiday;
  - (xiii) One (1) or more additional days when proclaimed by the Mayor of the Hamlet of Aklavik;
  - (xiv) Aboriginal Day.
- (b) Where the Commissioner of the NWT agrees to provide the majority of employees in any community with time off in support of a community function, those employees who are unable to take advantage of the time off subject to operational requirements, employees will be granted time off with pay.

- (c) Article 16.01 does not apply to an employee who is absent without pay on both the working day immediately preceding and the working day following the Designated Paid Holiday, except with the approval of the Employer.

Holiday Falling on a Day of Rest

- 16.02 When a Designated Paid Holiday, coincides with an employee's day of rest, the Designated Paid Holiday shall be moved to the employee's first working day following their day of rest.
- 16.03 When a Designated Paid Holiday for an employee is moved to another day under the provisions of Article 16.02:
  - (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.
- 16.04 When the Employer requires an employee to work on a Designated Paid Holiday as part of their regularly scheduled hours of duty or as overtime when the employee is not scheduled to work, they shall be paid in addition to the pay that they would have been granted had they not worked on the holiday:
  - (a) one and one-half (1½ X) times their hourly rate for the first four (4) hours worked; and
  - (b) twice (2 X) their hourly rate for hours worked in excess of four (4) hours.
- 16.05 Where a day that is 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.
- 16.06 At the request of the employee and where the operational requirements of the Employer permit, an employee shall not be required to work both Christmas and New Year's Day.

**ARTICLE 17 - LEAVE - GENERAL**

- 17.01 When the employment of an employee who has been granted more vacation, sick leave or special leave with pay than he or she has earned is terminated, the employee shall be considered to have earned that amount of leave with pay granted to him or her, provided that:
  - (a) the employee's employment is terminated by his or her death;
  - (b) the employee's employment is terminated by lay-off instituted at any time after he or she has completed one (1) year or more of continuous employment.

- 17.02 During the month of April in each year, the Employer shall inform each employee in the Bargaining Unit in writing of the balance of their special, sick, vacation leave and time-off with pay credits, as of the 31st day of March.
- 17.03 If, at the end of the fiscal year, an employee's entitlement to vacation leave with pay includes a fractional entitlement of less or more than one-half ( $\frac{1}{2}$ ) day the entitlement shall be increased as follows:
- (a) to a half ( $\frac{1}{2}$ )day if the fractional entitlement is less than one-half ( $\frac{1}{2}$ ) day;
  - (b) to a full day if the fractional entitlement is more than one-half ( $\frac{1}{2}$ ) day.
- 17.04 An employee who is on leave of absence without pay is not entitled to any pay, benefits or allowances, except as provided in this Agreement.

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

#### Accumulation of Vacation Leave

- 18.01 (a) For each month of a fiscal year in which an employee receives ten (10) days' pay, the employee shall earn Vacation Leave at the following rates:
- (i) one and one-quarter ( $1\frac{1}{4}$ ) days each month until the month in which the anniversary of the second (2nd) year of continuous service is completed;
  - (ii) one and two-thirds ( $1\frac{2}{3}$ ) days each month commencing in the month after completion of two (2) years of continuous service and ending in the month that seven (7) years of continuous service is completed;
  - (iii) two and one-twelfth ( $2\frac{1}{12}$ ) days each month commencing in the month after completion of seven (7) years of continuous employment and ending in the month that thirteen (13) years of continuous employment is completed;
  - (iv) two and one-half ( $2\frac{1}{2}$ ) days each month commencing in the month after completion of thirteen (13) years of continuous employment and ending in the month that nineteen (19) years of continuous employment is completed;
  - (v) two and eleven-twelfths ( $2\frac{11}{12}$ ) days each month commencing in the month after completion of nineteen (19) years of continuous employment.
- (b) The accumulated service for permanent employees shall be counted for the improved vacation leave entitlements in paragraphs (iii), (iv) and (v) of Section (a) of this Article.
- (c) Part-time employees shall be paid six (6), eight (8), ten (10) or twelve (12) percent of their total earnings in the fiscal year, in accordance with their

accumulated service in lieu of vacation leave to which they would otherwise be entitled.

Granting of Vacation Leave

- 18.02 (a) In granting vacation leave with pay to an employee, the Employer shall make every reasonable effort:
- (i) to schedule vacation leave for all employees in the fiscal year in which it is earned;
  - (ii) not to recall an employee to duty after they have proceeded on vacation leave;
  - (iii) to grant the employee their vacation leave during the fiscal year in which it is earned, at a time specified by the employee;
  - (iv)
    - A. to grant the employee vacation leave for at least up to four (4) consecutive weeks depending upon their vacation entitlements, when so requested by the employee; and
    - B. to grant employees their vacation leave preference and where as between two or more employees who have expressed a preference for the same period of vacation leave, length of service with the Housing Association will prevail;
    - C. where the operational requirements are such that an employee is not permitted to take vacation leave during the months of June to September inclusive in one fiscal year, consideration will be given to their being granted vacation leave during the months of June to September in the next fiscal year;
  - (v) to grant the employee vacation leave when specified by the employee if the period of vacation leave is less than a week, providing the employee gives the Employer reasonable advance notice.
- (b) The Employer shall make every reasonable effort to reply to the request for vacation leave submitted by the employee, within five (5) days after the request has been received in writing. Where the Employer has proposed to deny the vacation leave requested by the employee, the Employer shall provide the employee with the reasons, in writing, for such denial of vacation leave.
- 18.03 Where in respect of any period of vacation leave, an employee:
- (a) is granted special leave, when there is a death in his or her immediate family as defined in Article 19; or

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

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

#### Carry Over Provisions

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

#### Recall from Vacation Leave

18.05 When during any period of vacation leave an employee is recalled to duty, they shall be reimbursed for reasonable expenses, as normally defined by the Employer, that they incur:

- (a) in proceeding to their place of duty;
- (b) in respect of any nonrefundable deposits or prearrangements associated with their vacation;
- (c) in returning to the place from which they were recalled, if they immediately resume vacation upon completing the assignment for which they were recalled;

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

18.06 The employee shall not be considered as being on vacation leave during any period in respect of which they are entitled under Article 18.05 to be reimbursed for reasonable expenses incurred by the employee.

#### Leave when Employment Terminates

18.07 Where an employee dies or otherwise terminates his or her employment:

- (a) the employee or his or her estate shall, in lieu of earned but unused vacation leave, be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave by the daily rate of pay applicable to the employee, immediately prior to the termination of his or her employment; or
- (b) the employer shall grant the employee any vacation leave earned but not used by him or her before the employment is terminated by lay-off, if the employee so requests.



- 18.08 (a) An employee whose employment is terminated by reason of a declaration that they abandoned their position, is entitled to receive the payment referred to in Article 18.07. If after reasonable efforts, the Employer is unable to locate the employee within thirty (30) days of termination, this entitlement shall lapse.
- (b) Excluding extenuating circumstances, an employee will be deemed to have abandoned their position if they have not contacted the Employer within five (5) working days.

Vacation Travel Assistance

- 18.09 (a) All employees, except casual employees, taking vacation leave are entitled to transportation assistance once each fiscal year. All employees with six (6) or more years of employment are entitled to transportation assistance twice in each fiscal year.
- (b) Notwithstanding Article (18.09(a)) above, an employee shall not receive transportation assistance under this Article during the first six (6) months of employment with the Housing Association.
- (c) Transportation assistance shall be prorated for employees working less than full-time hours.
- (d) For the first (1st) VTA, transportation assistance shall be provided to employees and their dependents. For the second (2nd) VTA (where applicable) transportation assistance shall be provided to employees only.
- (e) Dependents under age two (2) shall not receive transportation assistance.
- (f) Transportation assistance shall:
- (i) For the employee - \$2,500
  - (ii) For the employee's dependents - \$2,300
- (g) Where travel is by means other than scheduled or chartered aircraft a transportation allowance equivalent to the cost involved in 18.09 (6) (a) or (b).
- (h) This benefit shall apply to the employee's dependents or spouse, where the employee has declared in a statement that this benefit is not provided to their spouse from any other source.
- (i) In order to receive the vacation travel assistance, an employee must be proceeding on vacation leave and be traveling outside the Hamlet.

Effective April 1, 2017 this article shall be deleted.

### Travel Time

- 18.10 (a) Every employee who is proceeding on vacation leave shall be granted, once in each fiscal year, in addition to vacation leave, subject to 18.10(b) travel time with pay for the time required for the return journey between Aklavik and the employee's destination. The amount of travel time to which an employee is entitled is determined in the following manner:
- (i) Where the employee travels by air outside of the Hamlet, their travel leave shall be two (2) days.
  - (ii) Where the employee travels by means other than air travel, their travel leave shall be six (6) days.
- (b) 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.
- (c) Notwithstanding Article (18.10(a)), an employee shall not be granted travel time under this Article during their first six (6) months of employment with the Housing Association.
- 18.11 As of April 1st of each year, an employee may be advanced vacation leave days to a maximum of that which can be earned in the current fiscal year.

## **ARTICLE 19 - SPECIAL LEAVE**

### Credits

- 19.01 An employee shall earn special leave credits up to a maximum of twenty-five (25) days at the following rates:
- (a) one-half (½) day for each calendar month in which the employee received pay for at least ten (10) days; or
  - (b) one-quarter (1/4) day for each calendar month in which the employee received pay for less than ten (10) days.

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

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

- (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) when an employee is to be married.
- (b) The Manager may grant an employee special leave with pay for a period of up to five (5) consecutive working days:
  - (i)
    - A. where a member of the immediate family becomes ill (not including childbirth) and the employee is required to care for his or her dependents or for the sick person;
    - B. where a member of the immediate family residing outside the employee's community of residence becomes seriously ill;
  - (ii) where special circumstances not directly attributable to the employee prevent their reporting to duty, including:
    - A. serious household or domestic emergencies;
    - B. a transportation problem caused by weather (including being stuck on the land) if the employee makes every reasonable effort to report for duty, provided that leave under this paragraph is limited to five (5) days per year;
  - (iii) serious community emergencies, where the employee is required to render assistance;
  - (iv) in the event of the death of the employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law;
  - (v) in circumstances which are of general value to the Housing Association, such as where the employee:
    - A. takes an examination which will improve their position or qualifications in the Housing Association;
    - B. attends their University Convocation, if they have been continuously employed for at least one (1) year;
    - C. attends a course in civil defense training or Reserve Forces training;
    - D. requires a medical examination for enlistment in the Canadian Forces or in connection with a veteran's treatment program.

19.03 The Manager shall grant special leave earned with pay for a period of up to three (3) consecutive working days in the event of the death of the employee's aunt or uncle.

19.04 Special leave:

(a) in excess of five (5) consecutive working days for the purposes enumerated in Article 19.02; and

(b) in excess of three (3) working days for the purposes enumerated in Article 19.03, may be granted by the Manager.

19.05 An employee shall be granted special leave with pay up to a maximum of one (1) working day on the occasion of the birth of their child. An employee shall be granted special leave with pay up to a maximum of one (1) working day on the occasion of the adoption of a child. This leave may be divided into two (2) parts and taken on separate days. Under special circumstances, the Employer may extend this period to a maximum of three (3) working days.

#### Advance of Credits

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

#### Casual Leave

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

#### Quarantine

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

### **ARTICLE 20 - SICK LEAVE**

#### Credits

20.01 An employee shall earn sick leave credits at the rate of one and one-quarter (1¼) days for each calendar month for which the employee receives pay for at least ten (10) days.

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

- (i) when the period of absence is two (2) hours or less there shall be no charge;
  - (ii) when the period of absence is more than two (2) hours but less than six (6) hours, one-half (1/2) day shall be charged;
  - (iii) when the period of absence is six (6) hours or more, one (1) full day shall be charged.
- (b) An employee shall make every reasonably effort to call in or sick leave will not be approved.
- 20.03 Unless otherwise informed by the Employer, an employee must sign a statement stating that because of this illness or injury they were unable to perform their duties:
- (a) if the period of leave requested does not exceed three (3) working days; and
  - (b) if in the current fiscal year, the employee has not been granted sick leave of more than nine (9) days wholly on the basis of statements signed by him or her.
- 20.04 An employee is required to produce a certificate from a qualified medical practitioner, certifying that such employee is unable to carry out their duties due to illness:
- (a) for sick leave in excess of three (3) working days;
  - (b) for any additional sick leave in a fiscal year when in the same fiscal year the employee has been granted sick leave on more than nine (9) days wholly on the basis of the statements signed by him or her.
- 20.05 Where leave of absence without pay is authorized for any reason or an employee is laid off because of lack of work and the employee returns to work upon expiration of such leave of absence or lay-off, the employee shall earn sick leave credits for each month in which they worked at least ten (10) days and shall retain any unused sick leave existing at the time of lay-off or commencement of leave without pay.
- 20.06 In circumstances where sick leave would be authorized but the employee has insufficient or no sick leave credits, at the discretion of the Employer, they shall be granted sick leave in advance to a limit of eight (8) days which shall be charged against future credits as earned. If the employee dies before authorized unearned sick leave has been liquidated, no recovery shall be made from the employee's estate.
- 20.07 An employee is not eligible for sick leave with pay for any period during which they are on leave of absence without pay or under suspension.
- 20.08 When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for a concurrent period, there shall be no charge against the employee's sick leave credits for the period of concurrency.

Transportation to a Medical Centre - Travel Time

20.09 Every employee who is proceeding to a medical centre shall be granted leave of absence with pay, which is not to be charged against their sick leave credits for the lesser of three (3) days or the actual time taken to travel from their post to a medical centre and return.

Transportation to a Medical Centre

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

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

Employee Disability

20.12 When the Employer becomes aware of an employee's disability, as defined pursuant to the Northwest Territories Human Rights Act, the employee shall authorize a doctor or health care provider to release:

- (a) period of absence;
- (b) expected return to work date, if known;
- (c) prognosis for full recovery;
- (d) probability of recurrence and precautions needed to prevent recurrence, if necessary;
- (e) occupational limitations;
- (f) any work modifications required; and
- (g) rehabilitation needed, if any.

**ARTICLE 21 - OTHER TYPES OF LEAVE**

Court Leave

21.01 Subject to (c) below, leave of absence with pay shall be given to every employee, other than an employee on leave of absence without pay or under suspension, who is required:

- (a) to serve on a jury or jury selection;

- (b) by subpoena or summons to attend as a witness in any proceeding held:
  - (i) in or under the authority of a court or justice or before a grand jury;
  - (ii) before a court, judge, justice, magistrate or coroner;
  - (iii) before the Senate or House of Commons of Canada or a committee of the Senate or House of Commons, otherwise than in the performance of the duties of their position;
  - (iv) before a legislative council, legislative assembly or house of assembly or any committee thereof that is authorized by law to compel the attendance of witnesses before it;
  - (v) before an Arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.
- (c) Notwithstanding anything contained in this Article, there shall be deducted from the regular pay of the employee any remuneration received by him or her as a result of serving on a jury or as a witness, other than remuneration received as an allowance or reimbursement for expenses incurred in such duty.

#### Injury-on-duty Leave

- 21.02 An employee shall be granted injury-on-duty leave with pay to a maximum of either special leave credits or sick credits they have accumulated, but not both, where it is determined by a Workers' Safety and Compensation Commission that they are unable to perform their duties because of:
- (i) personal injury accidentally received in the performance of his or her duties and not caused by the employee's wilful misconduct; or
  - (ii) sickness resulting from the nature of his or her employment; or
  - (iii) over exposure to radioactivity or other hazardous conditions in the course of his or her employment.
- (b) While the parties are awaiting the decision of the Workers' Safety and Compensation Commission as to the compensability of the injury, the employee shall use his or her sick leave credits. If the injury is not compensable, there shall be no return of sick leave credits used by the employee. If the injury is compensable, the Employer shall credit the employee with the sick leave credits used;
  - (c) The time off taken by the employee shall be charged at the employee's option to either their special or sick leave credits but not both, at the appropriate rate;

- (d) The appropriate rate of liquidation of injury-on-duty leave after an award by the Workers' Safety and Compensation Commission, shall be equal to the difference between the employee's regular wages and the compensation received from the Workers' Safety and Compensation Commission ( i.e. if two-thirds (2/3) of the Employee's regular wage is received from the Workers' Safety and Compensation Commission, the amount of leave liquidated for one (1) day's Injury-on-duty leave shall be one-third (1/3) day).

### Maternity Leave

- 21.03 (a) Subject to 21.03(b), an employee who becomes pregnant shall:
- (i) notify the Employer of her pregnancy at least fifteen (15) weeks prior to the expected date of termination of her pregnancy; and
  - (ii) be granted leave of absence without pay, commencing eleven (11) weeks before the expected date of termination of her pregnancy and ending not later than twenty-six (26) weeks after the date of termination of her pregnancy.
- (b) At the request of an employee, the Employer may vary the time specified in 21.03(a) provided that the employee submits the written approval of either a qualified medical practitioner or a person approved by the Deputy Minister of Health.
- (c) Further, when a pregnant employee produces a statement from her physician that her working condition may be detrimental to her health or that of the fetus, the Employer will either change those working conditions or temporarily transfer the employee to another position with equal pay or allow the employee to take leave of absence without pay for the duration of her pregnancy.
- (d) (i) After completion of six (6) months continuous employment, an employee who provides the Employer with proof that she has applied for and is eligible to receive employment insurance benefits pursuant of the Employment Insurance Act shall be paid an allowance.
- (ii) An applicant under Article 21.03(d)(i) shall sign an agreement with the Employer providing:
- A. that she will return to work and remain in the Employer's employ for a period of at least six (6) months after her return to work;
  - B. that she will return to work on the date of the expiry of her maternity leave, unless this date is modified with the Employer's consent.



- (iii) Should the employee fail to return to work as per the provisions of Article 21.03(d) (ii), the employee recognizes that she is indebted to the Employer for the amount received as a maternity leave allowance.
- (e) In respect of the period of maternity leave, maternity leave allowance payments will consist of the following:
  - (i) For the first two (2) weeks, payment equivalent to ninety-three percent (93%) of the employee's weekly rate of pay;
  - (ii) For the duration of time that the employee receives unemployment insurance benefits, a top-up payment equivalent to ninety-three percent (93%) of her weekly rate of pay.
  - (iii) A. for a full-time employee, the weekly rate of pay referred to in Article 21.03(e) shall be the weekly rate of pay to which she is entitled for the classification prescribed in her certificate of appointment, on the day immediately preceding the commencement of maternity leave;
  - B. for a part-time employee, the weekly rate of pay referred to in Article 21.03(e) shall be the prorated weekly rate of pay to which she is entitled for the classification prescribed in her certificate of appointment, averaged over the six (6) month period of continuous employment immediately preceding the commencement of the maternity leave.

#### Child Care Leave Without Pay

- 21.04 (a) After six (6) months of continuous employment, all employees will be entitled to a leave of absence without pay of up to the limits of Employment Insurance eligibility at the time of the birth or adoption of the child.
- (b) An employee shall be entitled to the allowance while on leave without pay for the adoption of a child.

#### Leave for Other Reasons

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

#### Compassionate Care Leave Without Pay

- 21.06 The Employer shall grant an employee up to eight (8) weeks of compassionate care leave without pay to allow the employee to provide care for a critically ill member of the employee's immediate family, in accordance with the provisions of the Northwest Territories Employment Standards Act.

Hunting, Fishing and Harvesting Leave

21.07 Subject to operational requirements, leave with pay to a maximum of three (3) days per year may be granted on short notice to an employee in order to meet traditional hunting, fishing or harvesting needs. Such leave shall not be unreasonably denied.

Mandatory Leave With Pay

21.08 All permanent full-time employees shall take three (3) days Mandatory Leave with Pay per fiscal year. Mandatory Leave with Pay shall be taken between December 25th (inclusive) and December 31st (inclusive), on dates set by the Employer. Employees on leave without pay on the working day immediately preceding and following the days set by the Employer are not eligible for the Mandatory Leave with Pay days. Mandatory Leave with Pay days shall not be paid out if an employee terminates his/her employment prior to the Mandatory Leave with Pay days having occurred. Mandatory Leave with Pay shall be scheduled in advance to be taken at a time that is acceptable to the Employer. Where the Employer is unable to schedule some or all of the Mandatory Leave with Pay, the employee will be paid out the remaining value of the Mandatory Leave with Pay days at the end of the fiscal year. Where an employee, who has earned Mandatory Leave with Pay for the current fiscal year, terminates his/her employment prior to the end of the fiscal year, the employee will be paid out the remaining value of the Mandatory Leave with Pay days.

**ARTICLE 22 - HOURS OF WORK - GENERAL**

- 22.01 (a) The weekly scheduled hours of work assigned to classifications are included in the Rates of Pay Article.
- (b) The work week shall be Monday to Friday inclusive, with a scheduled work day of seven and one-half (7½) or eight (8) consecutive hours as is appropriate, exclusive of a lunch period. The hours of work shall be between the hours of 8:00 a.m. and 5:00 p.m.
- (c) Overtime shall not start until after the employee has worked the appropriate eight (8) or seven and one-half (7½) hours.
- 22.02 Employees shall be entitled to a rest period, with pay, of fifteen (15) minutes duration commencing on or about mid morning and shall be entitled to a rest period with pay, of fifteen (15) minutes duration commencing on or about mid afternoon. An employee may absent himself or herself from their place of work during such rest periods, but for each such rest period shall not be absent with pay from their place of work for more than fifteen (15) minutes.
- 22.03 A specified meal period of one (1) hour's duration shall be scheduled as close to the mid point of the work day as possible. The Employer will make every effort to arrange meal periods at times convenient to the employees.

**ARTICLE 23 - OVERTIME**

23.01 In this Article:

- (a) "Straight time rate" means the hourly rate of remuneration.
- (b) "Time and One-half" means one and one-half times the straight time rate.
- (c) "Double time" means twice the straight time.

23.02 An employee who is required to work overtime shall be compensated for each completed fifteen (15) minutes of overtime worked, subject to a minimum payment of one (1) hour at the overtime rate, when the overtime work is authorized in advance by the Employer.

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

23.04 (a) Subject to operational requirements, the Employer shall make every reasonable effort:

- (i) to allocate overtime work on an equitable basis among readily available qualified employees, who are normally required in their regular duties to perform that work;
- (ii) to give employees who are required to work overtime, reasonable advance notice of this requirement.

(b) Except in the case of an emergency, an employee may for cause refuse to work overtime, providing they place their refusal in writing.

23.05 (a) An employee who is requested to work overtime shall be entitled to a minimum of one (1) hour's pay at the appropriate rate described in (b) below.

(b) Overtime work shall be compensated as follows:

- (i) at time and one-half (1½ X) for all hours, except as provided in Article 23.05(b)(ii);
- (ii) at double time (2 X) for all hours of overtime worked in a day after the first four (4) hours of overtime and double time (2 X) for all hours worked on a Sunday;
- (iii) in lieu of (a) and (b) above, the Employer may agree to grant equivalent leave with pay at the appropriate overtime rate, to be taken at a time mutually agreeable to the Employer and the employee.

23.06 Where an employee is required to work three (3) or more hours of overtime immediately following their regularly scheduled hours of duty and, because of operational requirements, the employee is not permitted to leave their place of work, the Employer

will either provide the employee with a meal or meal allowance equal to the amount of the dinner listed in the current Government of Northwest Territories Duty Travel rates.

#### **ARTICLE 24 - PAY**

- 24.01 Employees are entitled to be paid for services rendered for the classification and position to which they are appointed at the pay rates specified in the Rates of Pay Appendix.
- 24.02 Employees shall be paid on a biweekly basis with pay days being every second Thursday.
- 24.03 (a) Overtime earned over a pay period will be paid at the request of an employee; any overtime requested as lieu time must be taken as lieu time.
- (b) At an employee's request, overtime earned can be banked to a maximum of eighty (80) hours.
- (c) When overtime compensation is paid, the pay statement shall indicate the pay periods, rate of overtime and the number of overtime hours.

#### **Acting Pay**

- 24.04 When an employee is required by the Employer in writing to perform the duties of a higher classification level on an acting basis, the employee shall be paid acting pay calculated from the date on which they commenced to act as if they had been appointed to that higher classification level for the period in which they act.

#### **Salary Increases**

- 24.05 (a) The Employer agrees to pay the negotiated salary increases to every employee not later than the month following the month in which this Agreement is signed and on the day any subsequent salary increases become effective.
- (b) The Employer agrees to pay all retroactive remuneration for salary increases, overtime, acting pay and allowances not later than the month following the month in which the Agreement is signed.

#### **ARTICLE 25 - STANDBY**

- 25.01 Where the Employer requires an employee to be available on standby during off-duty hours, an employee shall be entitled to a standby payment of twenty (\$20.00) dollars for each eight (8) consecutive hours or portion thereof that he/she is on standby, except on his/her days of rest and designated paid holidays.

For any period of standby on a day of rest or a designated paid holiday, he/she shall be paid twenty-five (\$25.00) dollars for each eight (8) consecutive hours or portion thereof on his/her days of rest and designated paid holidays.

- 25.02 An employee designated by letter or by list for standby duty shall be available during his/her period of standby at a known telephone number and be available to return for duty as quickly as possible if called. In designating employees for standby the Employer will endeavour to provide for the equitable distribution of standby duties among readily available, qualified employees who are normally required, in their regular duties, to perform that work.
- 25.03 No standby payment shall be granted if an employee is unable to report for duty when required.
- 25.04 An employee on standby who is required to report for work shall be paid, in addition to the standby pay, the appropriate rates set out in Article 27 (Call Back Pay).
- 25.05 For the purpose of this Article, standby shifts shall be defined as:
- (a) Shift 1 – 00:01 – 08:00 hours
  - (b) Shift 2 – 08:00 – 16:00 hours
  - (c) Shift 3 – 16:00 – 24:00 hours

#### **ARTICLE 26 - REPORTING PAY**

- 26.01 (a) If an employee reports to work on their regularly scheduled work day and there is insufficient or no work available they are entitled to pay for at least two (2) hours.
- (b) If an employee is directed to report for work on a day of rest or on a designated paid holiday and there is insufficient or no work available, they shall be paid for at least two (2) hours at the applicable overtime rates.

#### **ARTICLE 27 - CALL BACK PAY**

- 27.01 When an employee is recalled to a place of work for a specific duty, they shall be paid the greater of:
- (a) compensation at the appropriate overtime rate; or
  - (b) compensation equivalent to four (4) hours pay at the straight time rate.
- 27.02 (a) When an employee reports to work overtime for which they have been recalled under the conditions described in Article 26.01 and is required to use transportation services other than normal public transportation service, they shall be paid the actual cost of commercial transportation each way, upon the production of receipt for payment of transportation in excess of \$4.00.
- (b) Where the employee uses their personal vehicle, they shall be paid the appropriate mileage rate listed in the current Government of Northwest Territories Duty Travel rates.

**ARTICLE 28 - TECHNOLOGICAL CHANGE**

- 28.01 (a) Both parties recognize the overall advantages of technological change. Both parties will therefore encourage and promote technological change and improvements.
- (b) With this in view and recognizing the extensive lead time required for the selection, installation and providing of sophisticated equipment, the Employer agrees to provide as much advance notice as is practicable but not less than three (3) months notice to the Union of any major technological change in equipment which would result in changes in the employment status or in this Agreement. In addition, the Employer agrees to consult with the Union with a view to resolving problems which may arise as a result of the introduction of such technological change.
- (c) In cases where employees may require retraining the Employer will make every reasonable effort to offer training courses.

**ARTICLE 29 - PAY FOR TRAVEL ON BEHALF OF EMPLOYER**

- 29.01 (a) Where an employee is required to travel on behalf of the Employer, they shall be paid:
- (i) when the travel occurs on a regular workday, as though they were at work for all hours traveled;
- (ii) when the travel occurs on a day of rest or designated paid holiday, at the applicable overtime rate for all hours traveled, 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.
- (b) For the purpose of this Article, hours traveled includes a one (1) hour check-in period at airports, bus depots or train stations, as well as a one (1) hour checkout period at each overnight stopover and at the final destination. Hours traveled also include time spent waiting for connecting flights, trains or buses, but is exclusive of overnight stopovers.
- (c) 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.
- (d) Where an employee is absent from home on a designated paid holiday or day of rest and does not work, they shall receive payment at time and one-half (1 ½) their rate of pay or be granted the equivalent leave with pay.

- (e) The above entitlements 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.

### **ARTICLE 30 - JOB DESCRIPTION**

- 30.01 When an employee is first hired the Employer shall, provide the employee with a written Job Description.
- 30.02 Upon written request, an employee shall be entitled to a complete and current Job Description.

### **ARTICLE 31 - EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES**

- 31.01 (a) When a formal review of an employee's performance is made, the employee concerned shall be given the opportunity to discuss then sign the review form in question to indicate that its contents have been read and understood. The employee shall also be given the opportunity to provide written comments to be attached to their performance appraisal and may use the grievance procedure in Article 33 to correct any inaccuracies in their performance appraisal.
- (b) The formal review of an employee's performance shall also incorporate an opportunity for the employee to state their career development goals and that every effort be made to develop the career potentials of each individual through In service Training, Retraining or any other facets of career development which may be available.
- 31.02 The Employer agrees not to introduce as evidence in the case of promotional opportunities or disciplinary action any document from the file of an employee, the existence of which the employee was not made aware of, by the provision of a copy thereof at the time of filing or within reasonable time thereafter.
- 31.03 Any document or written statement related to disciplinary action, which may have been placed on the Personnel file of an employee, shall be destroyed after two (2) years have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.
- 31.04 Upon written request of an employee, the Personnel file of that employee shall be made available for examination at reasonable times in the presence of an authorized representative of the Housing Association and the Union.

### **Cooling Off Period - 2 Working Days**

- 31.05 An employee who willfully terminates their employment as a result of a misunderstanding or argument shall be allowed to return to work and remain employed if they do so within two (2) working days. Should the Employer refuse to allow the

employee to return to work, the termination shall be considered as a discharge, effective the date that the employee sought to return to work and may be grieved as a discharge. This provision shall only apply once per fiscal year per employee.

- 31.06 The Employer's representative who assesses and employee's performance must have observed the employee's performance for at least one-half (1/2) of the period for which the employee's performance is evaluated or have input from another person who has so observed the employee.
- 31.07 Where an employee is required to attend a meeting with the Employer to deal with matters that are of a disciplinary nature the employee shall have the right to have a representative of the Union in attendance. The Employer shall notify the employee that the meeting is of a disciplinary nature.

### **ARTICLE 32 - CLASSIFICATION**

- 32.01 During the term of this Agreement, if a new or revised classification is implemented by the Employer, the Employer shall before applying the new or revised classification, negotiate with the Union the rates of pay and the rules affecting the pay of employees for the classification affected. If the parties fail to reach Agreement within sixty (60) days from the date on which the Employer submits the new or revised classification to the Union, the Employer may apply the new rates of pay and the Union may refer the matter to Arbitration. The Arbitrator's decision will be retroactive to the date of application of the new rates.
- 32.02 Where an employee believes that they have been improperly classified with respect to their position or category, group and level, they shall discuss their classification with their immediate supervisor and, on request, be provided with a copy of their Job Description before they file a grievance.

### **ARTICLE 33 - ADJUSTMENT OF DISPUTES**

- 33.01 (a) The Employer and the Union recognize that grievances may arise in each of the following circumstances:
- (i) by the interpretation or application of:
    - A. a provision of a policy, direction or other instrument made or issued by the Employer dealing with terms or conditions of employment; or
    - B. a provision of this Collective Agreement or Arbitral Award;
  - (ii) disciplinary action resulting in demotion, suspension or a financial penalty;
  - (iii) dismissal from the Employer; and



- (iv) letters or discipline placed on personnel file.
  - (b) The procedure for the final resolution of the grievances listed in Section (1) above is to Arbitration, excluding (d) above.
  - (c) An employee rebuttal to a letter of discipline shall be placed on the permanent file.
- 33.02 If they so desire, an employee may be assisted and represented by the Union when presenting a grievance at any level.
- 33.03 An employee or the Union who wishes to present a grievance at any prescribed level in the grievance procedure, shall transmit this grievance to the Housing Association Manager who shall forthwith:
- (a) forward the grievance to the representative of the Housing Association authorized to deal with grievances at the appropriate level; and
  - (b) provide the employee and the Union with a receipt stating the date on which the grievance was received by him or her.
- 33.04 A grievance of an employee or the Union shall not be deemed to be invalid by a reason only of the fact it is not in accordance with the form supplied by the Housing Association.
- 33.05 Except as otherwise provided in this Agreement a grievance shall be processed by recourse to the following steps:
- (a) First Level (Housing Association Manager);
  - (b) Second Level (Housing Association Board of Directors);
  - (c) Final Level (Arbitration).
- 33.06 The Employer shall designate a representative at each level in the grievance procedure and shall inform each employee to whom the procedure applies of the name or title of the person so designated, together with the name or title and address of the immediate supervisor or local officer in charge to whom a grievance is to be presented. This information shall be communicated to employees by means of notices posted by the Employer in places where such notices are most likely to come to the attention of the employees to whom the grievance procedure applies or otherwise as determined by Agreement between the Housing Association and the Union.
- 33.07 The Union shall have the right to consult with the Housing Association Manager with respect to a grievance at each or any level of the grievance procedure.
- 33.08 An employee may present a grievance to the first level of the procedure in the manner prescribed in Article 33.05 within twenty-five (25) calendar days.

- 33.09 The Employer shall reply in writing to a grievance within fourteen (14) calendar days at level 1, within thirty (30) calendar days at level 2.
- 33.10 An employee or the Union may present a grievance at each succeeding level in the grievance procedure beyond the first level:
- (a) where the decision or settlement is not satisfactory to the grievor, within fourteen (14) calendar days after that decision or settlement has been conveyed in writing to the employee by the Housing Association; or
  - (b) where the Housing Association has not conveyed a decision to the grievor within the time prescribed in Article 33.09 within fourteen (14) calendar days after the day the reply was due.
- 33.11 Where an employee has been represented by the Union in the presentation of the grievance, the Employer will provide the appropriate representative of the Union with a copy of the Employer's decision at each level of the grievance procedure at the same time that the Employer's decision is conveyed to the employee.
- 33.12 No employee shall be dismissed without first being given notice in writing together with the reasons therefore. When the Employer dismisses an employee the grievance procedures shall apply except that the grievance may be presented at the Second Level.
- 33.13 The Union shall have the right to initiate and present a grievance on matters relating to health and safety to any level of management specified in the grievance procedure, on behalf of one or more members of the Union.
- 33.14 An employee shall have the right to present a grievance on matters relating to the application or interpretation of this Agreement provided they first obtain the authorization of the Union prior to presenting such grievance.
- 33.15 An employee may, by written notice to the Manager, withdraw a grievance provided that, where the grievance is one arising out of the application or interpretation of this Agreement their withdrawal has the endorsement, in writing, of the Union.
- 33.16 The Union shall have the right to initiate and present a grievance to any level of management specified in the grievance procedure related to the application or interpretation of this Agreement on behalf of one or more members of the Union.
- 33.17 The time limits stipulated in this procedure may be extended by mutual Agreement between the Housing Association and the employee and where appropriate, the Union representative.
- 33.18 No proceedings under this Article are invalid by reason of any defect of form or any technical irregularity.

Arbitration

- 33.19 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement including any question as to whether a matter is arbitrable or where an allegation is made that a term or condition of this Agreement has been violated, either of the parties may, after exhausting the grievance procedure in this Article, notify the other party in writing within twenty-one (21) days of the receipt of the reply at the Second Level or their desire to submit the difference or allegation to Arbitration.
- 33.20 (a) The parties agree that Arbitration referred to in 32.19 shall be by a single Arbitrator.
- (b) If an Arbitrator selected is not available for a hearing date within thirty (30) days of the date on which notification by either party to submit the difference to Arbitration was made, another name will be selected until an Arbitrator is found to hear the parties within the above mentioned thirty (30) day period. Such time limit may be extended by mutual Agreement.
- 33.21 (a) The Arbitrator has all of the powers granted to Arbitrators under Canada Labour Code in addition to any powers which are contained in this Agreement.
- (b) The Arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employees affected by it.
- (c) The award of the Arbitrator shall be signed by him or her and copies thereof shall be transmitted to the parties to the dispute.
- 33.22 The Arbitrator shall not have the authority to alter or amend any of the provisions of this Agreement or to substitute any new provisions in lieu thereof or to render any decision contrary to the terms and provision of this Agreement or to increase or decrease wages.
- 33.23 The Housing Association and the Union shall each pay one-half of the remuneration and expenses of the Arbitrator and each party shall bear its own expenses of every such Arbitration.
- 33.24 Where a party has failed to comply with any of the terms of the decision of the Arbitrator, either party or employee affected by the decision may, after the expiration of thirty (30) calendar days from the date of the release of the decision or the date provided in the decision for compliance, whichever is later, file in the office of Clerk of the Federal Court of Canada, a copy of the decision, exclusive of the reason therefore in the prescribed form, whereupon the decision may be entered in the same way as a judgment or an order of that court and may be enforceable as such.
- 33.25 In addition to the powers granted to Arbitrators under the Canada Labour Code the Arbitrator may determine that the employee has been dismissed for other than proper cause and may:

- (a) direct the Employer to reinstate the employee and pay to the employee a sum equal to their wages lost by reason of their dismissal or such less sum as in the opinion of the Arbitrator is fair and reasonable; or
- (b) make such order as he or she considers fair and reasonable having regard to the terms of this Agreement.

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

#### **ARTICLE 34 - NO CONTRACTING OUT**

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

#### **ARTICLE 35 - SAFETY AND HEALTH**

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

#### **ARTICLE 36 - UNIFORM CLOTHING ISSUE**

36.01 Where an employee's work is of a nature where health and cleanliness must be maintained or where special identification will aid in the effective performance of duties and in meeting particular program objectives, the Housing Association will provide the items specified in this Article.

- 36.02 (a) The Employer will pay each Maintenance employee the following annually:
- (i) to a maximum of two hundred dollars (\$200) for safety boots;
  - (ii) to a maximum of four hundred dollars (\$400) for adequate winter clothing.
- (b) The employees will be required to wear the above-mentioned Articles and keep them in a state of good repair.
- (c) Each Maintenance employee will be required to present to the Employer, within one (1) month of purchase, a receipt showing proof of purchase. In the event that a Maintenance employee does not comply with this Article within one (1) month the Employer may recover the allowances paid for this purpose from the Maintenance employee's earnings.

36.03 The Employer will provide summer coveralls as required (or bib overalls if requested by the employee) as required.

36.04 This Article shall apply to probationary employees for Health and Safety reasons only.

**ARTICLE 37 - SHORT TERM LEAVE FOR TRAINING PURPOSES**

37.01 Leave without pay to take advanced or supplementary professional or technical training of less than one academic year may be granted to employees upon the recommendation of the Manager and with the approval of the Housing Association.

37.02 Such leave shall be based on an appraisal of the present and future job requirements and the qualifications of the employee applying therefore and shall be granted only to meet the identified needs.

(a) Full or partial financial assistance in respect of salary, tuition, traveling and other expenses may be granted during such leave:

(i) where the employee has become technically obsolete and requires retraining to satisfactorily carry out the work; or

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

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

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

(c) Under this Article, leave with full or partial financial assistance in respect of salary will carry with it the obligation to return after leave to work for the Housing Association for a period equivalent to the leave.

37.03 Where a request for leave under Article 37.01 and 37.02 has been submitted by an employee, the Housing Association shall, within sixty (60) calendar days from the date of the employee's submission, advise the employee whether their request has been approved or denied.

**ARTICLE 38 - TRADES**

Application

38.01 The provision of this Article shall apply to all positions in the trades category of the classification system. The provision of this Article shall not be extended to apply to other classes unless agreed by the Union and the Employer.

### Trades Certification

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

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

### Hours of Work

38.03 Hours of work shall be scheduled so that trades employees listed in Article 38.01 above:

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

### Wash Up Time

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

### Work Clothing and Protective Equipment

38.05 (a) Where the following Articles are required by the Employer or the Workers' Safety and Compensation Commission:

- (i) Hard hats;
- (ii) Aprons;
- (iii) Welding goggles;

- (iv) Dust protection;
- (v) Eye protection, except prescription lenses;
- (vi) Ear protection.

The Employer shall supply employees with the Articles of equipment as required;

- (b) When the following Articles are required by the Employer or the Workers' Safety and Compensation Commission, the Employer shall replace these Articles as required when they are presented worn or damaged beyond repair by an employee, at no cost to the employee:
  - (i) Hard hats;
  - (ii) Aprons;
  - (iii) Welding goggles;
  - (iv) Dust protection;
  - (v) Eye protection, excluding safety prescription glasses;
  - (vi) Ear protection.

#### Compensation for Tools and Equipment

38.06 In situations where highly specialized tools not normally associated with a journeyperson's tool kit are required, they will be provided by the Employer, who will retain ownership of them. The Employer shall assist employees in the purchase of tools and equipment used in the performance of their duties to the extent that employees shall be able to purchase these tools and equipment through the Housing Association and at the Employer's cost price.

- (a) The employee will reimburse the Housing Association for the cost of tools ordered on the employee's behalf by authorizing the Manager to deduct such cost from their pay in the pay period immediately following receipt of the tools.
- (b) The Employer agrees to replace worn out hand tools by Journeypersons and Apprentices in the regular performance of their work. Whenever replacement is made, the new tool will be of a similar quality as the initial tool.
- (c) Power tools which require replacement that have been used for business purposes outside of regular duties will be replaced by the Employer on the understanding that the employee will pay 33 1/3% of the cost of a tool of a similar quality.

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

Adverse Weather Conditions

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

**ARTICLE 39 - APPRENTICES**

39.01 (a) The following are agreed upon terms and conditions of employment for employees engaged as Apprentices by the Aklavik Housing Association:

- (i) The Apprenticeship, Trade and Occupations Certification Act and pursuant Regulations shall apply to all Apprentices employed by the Aklavik Housing Association. A copy of the current Regulations shall be supplied to the apprentice upon appointment.
- (ii) Apprenticeship Training programs shall be those designated under the Apprenticeship, Trade and Occupations Certification Act.
- (iii) 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.

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%

- (iv) The Apprentice will apply for Employment Insurance benefits while attending trade courses. Should they not be eligible for benefits, the Employer will pay 100% of current wages. Should they be eligible, the Employer will pay a bonus to top wages up to 100% equivalent upon successful completion of the trades course. In addition the Employer will pay:



- A. telephone calls for the purpose of arranging for accommodations beforehand and for calling the employee's headquarters while on course;
  - B. personal telephone calls while on course in the amount of one (1) telephone call per week not to exceed fifteen minutes;
  - C. a tool deposit advance.
- (v) Apprentices shall be entitled to the benefits and terms and conditions of employment outlined in the current Collective Agreement.
  - (vi) Where an Apprentice fails after two attempts to successfully complete a trade training course, a recommendation may be made to the Superintendent of Apprenticeship Training to cancel their contract and the Apprentice may be terminated.
- (b) Apprentices successfully completing their Apprenticeship will be given preference in hiring on job vacancies. Where an Apprentice, after completing their apprenticeship, is hired directly into a job vacancy, all time spent as an Apprentice shall count towards continuous employment with the Aklavik Housing Association.
  - (c) Should an apprentice have their contract terminated under the Apprenticeship, Trade and Occupations Certification Act, they will cease to be an employee of the Aklavik Housing Association.

#### **ARTICLE 40 - HOUSING SUBSIDY**

- 40.01 (a) Full-time employees shall be entitled to a monthly housing allowance of:
  - (i) \$650 to employees living in private accommodations and paying their own utilities;
  - (ii) \$650 to employees renting private accommodation but paying for their own utilities;
  - (iii) \$650 to employees living in a normally subsidized accommodation but paying full "economic rent".
- (b) Such housing benefit shall be paid on the first payday of each month.

Effective April 1, 2017, this Article shall be deleted.

**ARTICLE 41 - SENIORITY**

- 41.01 Seniority is defined as length of service with the Employer and shall be applied on a Bargaining Unit wide basis. Seniority shall be a prime factor applied in determining preference for promotions, transfers, lay-off and recall.
- 41.02 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 pro-vided. After completion of the probationary period, seniority shall be effective from the date of commencement of the probationary period.
- 41.03 The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. A copy of the seniority list shall be posted on all bulletin boards and sent to the Union and shall be kept up to date by the Employer.
- 41.04 Seniority shall not accumulate during a leave of absence without pay and after six (6) months' lay-off.
- 41.05 An employee shall lose their seniority in the following circumstances:
- (a) if they are discharged for just cause and not reinstated;
  - (b) if they resign voluntarily;
  - (c) if they abandon their position;
  - (d) if they are on lay-off for more than one year;
  - (e) if, following lay-off, they fail to return to work within ten (10) working days of being recalled.

**ARTICLE 42 - VACANCIES, JOB POSTING, PROMOTIONS and TRANSFERS**

- 42.01 Every vacancy for positions expected to be of more than six (6) months' duration and every newly created position shall be posted for three (3) full working days on the Union notice board. An employee desiring a position must make application in writing to the Manager within four (4) working days of the first day of posting.
- 42.02 Seniority shall be the governing factor in determining promotions, demotions and filling of jobs after posting, providing that the most senior employee possesses the required qualifications and ability to perform the normal requirements of the job.
- (a) Ability to do the job means ability to perform the normal requirements of the job following an appropriate familiarization period or following an appropriate training and trial period of one (1) months' duration. Should the employee show that they do not possess the ability during this period, they shall be returned to their former position.

- (b) Within the one (1) month familiarization period as specified in (a) above, the employee may notify the Employer of their desire to revert to their former position. The Employer shall facilitate this request within a reasonable period of time.
- 42.03 Where operational requirements permit, in filling job vacancies, including promotions, transfers and new positions, the job shall be awarded within 15 working days of posting to the successful applicant.
- 42.04 No employee shall be transferred to a position outside the Bargaining Unit without their consent. If an employee is transferred to a position outside the Bargaining Unit, they shall retain their seniority accumulated up to the date of leaving the unit, but will not accumulate further seniority. Such employee shall have the right to return to a position in the Bargaining Unit consistent with their seniority accumulated up to the date of transfer outside the unit.
- 42.05 No employee shall be transferred to another position within the Bargaining Unit without their consent. If an employee is transferred to another position, they shall have the right to return to their former position within 60 days and any other employee affected by the transfer shall be returned to their former position, without loss of wages or seniority.
- 42.06 New employees shall not be hired when there are permanent employees on lay-off qualified to perform the job.

#### **ARTICLE 43 - LAY-OFF AND RECALL**

- 43.01 Lay-offs shall be made on the basis of reverse order of seniority within the Administrative or Maintenance Departments.
- 43.02 The last employee laid off shall be the first recalled provided they are qualified to do the work and have not lost their seniority.
- 43.03 The Employer shall notify employees who are to be laid off two (2) months prior to the effective date of lay-off or award pay in lieu thereof, unless a greater period of notice is required by legislation, in which case such greater period of notice or pay in lieu thereof, shall be given.
- 43.04 A new employee will not be hired to fill the job of a laid off employee provided the laid off employee has not forfeited their seniority.
- 43.05 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.

- 43.06 The Employee shall keep the Employer advised at all times of his or her current address. The Employee shall return to work within fourteen (14) calendar days of receipt of notice of recall.
- 43.07 The Housing Association agrees that there shall be no lay-off of any employee during the life of this Collective Agreement except for lay-off resulting from lack of work or lack of funding.

#### **ARTICLE 44 - NORTHERN ALLOWANCE**

- 44.01 Settlement Allowance will be paid to every permanent employee.
- 44.02 Part-time employees will be paid the Settlement Allowance prorated to an hourly rate, up to a maximum of the normal weekly hours of work for their classification group.  
Effective April 1, 2011, Settlement Allowance shall be \$7835;  
Effective April 1, 2012, Settlement Allowance shall be \$8050;  
Effective April 1, 2013, Settlement Allowance shall be \$8292.

Effective April 1, 2017, Article 44 shall be replaced with:

- 44.01 All employees, except casual employees, shall be paid a Northern Allowance. Northern Allowance will be equal to the Northern Allowance amount for Aklavik set out in the Collective Agreement between the Government of the Northwest Territories and the Union of Northern Workers. The amount of Northern Allowance shall change at the same time, and by the same amount, as the Northern Allowance amount for Aklavik set out in the Collective Agreement between the Government of the Northwest Territories and the Union of Northern Workers.
- 44.02 This allowance shall be paid as follows:
- (a) \$7300 of the Northern Allowance shall be paid as a lump sum to eligible employees. This lump sum amount must be taken in conjunction with the employee being approved to take at least five days' annual leave; and
  - (b) The remainder of the Northern Allowance shall be divided by 2080 for employees whose normal hours of work are eight (8) per day; and by 1950 for employees whose normal hours are seven and one half (7 ½ ) per day. This allowance shall be paid on an hourly basis for all regular hours worked. It shall be paid bi-weekly to all eligible employees
- 44.03 Employees who receive a lump sum payment shall, if they leave the employment of the Employer within six (6) months of receiving the lump sum, shall be required to repay to the Employer a pro-rated portion of the lump sum which the Employee has received. The

amount to be repaid will be related to the length of time between the receipt of the lump sum Northern Allowance by the employee and the date the employee's employment ends.

**ARTICLE 45 - SUSPENSION AND DISCIPLINE**

- 45.01 When employees are to be suspended from duty or discharged, the Employer shall notify the employee in writing of the reasons for such suspension or discharge as soon as is practicable in all the circumstances in sufficient detail that the employee may defend himself/herself against it.
- 45.02 The Employer shall notify the local representative of the Union that such suspension or discharge has occurred or is to occur.

**ARTICLE 46 - LABOUR MANAGEMENT COMMITTEE**

- 46.01 A Labour/Management Committee will be formed to consult on matters of safety and health, the Employee Assistance Program, the interpretation of this Agreement and other matters of mutual interest.
- 46.02 The Labour/Management Committee shall be comprised of two (2) representatives each of the Union and the Employer, with each party choosing their respective representatives.
- 46.03 The Committee shall meet at least once every three (3) months at a time to be previously established by the Committee and at other times at the request of either party. The role of chairman will alternate between the Employer and the Union.
- 46.04 In matters of safety and health, the Committee will regularly discuss items of concern in regard to the safety of the workplace and the effect that the workplace may have on the health of the employees. Committee members shall perform the necessary duties of investigating, identifying and seeking to remedy hazards at the workplace and shall do so without loss of pay or fear of reprisal provided they are acting reasonably.
- 46.05 (a) In matters of the Employee Assistance Program, the Labour/Management Committee shall concern itself with poor work performance resulting from suspected alcohol or drug addiction.
- (b) Should this matter of business arise during a Labour/Management Committee meeting, the Committee will deal with the matter confidentially taking into consideration the following provisions:
- (i) That alcohol and drug addictions are medical disorders; and
  - (ii) That an employee should be encouraged to remedy a disorder due to an addiction; and

- (iii) That benefits normally extended to employees during a time of illness shall be extended to an employee suffering from an addiction at such a time that he or she seeks to correct this disorder; and
- (iv) That the decision to undertake treatment is the responsibility of the employee; and
- (v) That the decision to seek treatment will not affect job security as long as it does not destroy the underlying contract of employment.

#### Interpretation of the Agreement

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

### **ARTICLE 47 - CIVIL LIABILITY**

47.01 If an action or proceeding is brought against any employee or former employee covered by this Agreement for an alleged tort committed by him or her in the performance of his or her 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 or her shall advise the Employer through the Secretary/Manager of any such notification or legal process;
- (b) The Employer shall pay any damages or costs awarded against any such employee in any such action or proceedings and all legal fees; and/or

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

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

## **ARTICLE 48 - CIVIC LEAVE**

### **Introduction**

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

### **Directive**

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

### **Implementation**

48.03 Employees requesting Civic Leave must submit written requests for approval.

Civic Leave may be approved where the employee requests leave to attend:

- (a) official functions; or
- (b) meetings of:
  - (i) Public Service organizations
  - (ii) regional bodies
  - (iii) public service boards
  - (iv) native organizations.

### **Conditions**

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

- (a) where the employee receives an honorarium which is equal to or greater than his or her daily rate of pay, Civic Leave will be granted without pay;
- (b) Where the employee is entitled to an honorarium which is less than his or her daily rate of pay, Civic Leave will be granted with pay, but the employee must relinquish his or her entitlement to any honorarium;
- (c) Where an honorarium is not received, leave will be granted with full pay.

Limitations

- 48.05 (a) Civic Leave will be granted up to a maximum of twelve (12) days to each employee per fiscal year. Employees do not "earn" Civic Leave credits. The leave may be used on an as needed basis within the limit specified above.
- (b) Employees requesting Civic Leave must coordinate their request with their Supervisor and where appropriate, rearrange schedules.
- (c) Civic Leave will be granted only where operational requirements permit the employee's absence.

**ARTICLE 49 - SUCCESSOR RIGHTS**

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

**ARTICLE 50 - SEVERANCE PAY**

Lay-off

- 50.01 (a) An employee who has one year or more of continuous employment and who is laid off is entitled to be paid Severance Pay at the time of lay-off.
- (b) In the case of an employee who is laid off following the signing of this Agreement, the amount of Severance Pay shall be one (1) week's pay for each completed year of continuous employment.

Retirement

- 50.02 (a) This Article shall apply to an employee who:
- (i) resigns;
  - (ii) retires; or
  - (iii) dies
- after ten (10) years of employment with the Employer.
- (b) When employment terminates for the reason stated in (a) above, the employee (or the employee's estate in the case of death) shall be paid Severance Pay equal to the product obtained by multiplying the employee's weekly rate of pay on termination of employment or death by the number of completed years of the employee's continuous employment, to a maximum of thirty (30) weeks.



- (c) When employment terminates for the reason stated in (a), the employee shall have the right to waive their entitlement to Severance Pay and, in lieu thereof, be granted an equivalent period of leave with pay.

## **ARTICLE 51 - REOPENER OF AGREEMENT AND MUTUAL DISCUSSIONS**

### Reopener of Agreement

51.01 This Agreement may be amended by mutual consent.

### Mutual Discussions

51.02 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 52 - SOCIAL JUSTICE FUND**

52.01 The Employer shall contribute one hundred fifty dollars (\$150.00) to the PSAC Social Justice Fund. Contributions to the Fund will be made annually, on April 1, and shall be remitted to the PSAC National Office. Contributions to the Fund shall be made once per fiscal year, and such contributions remitted to the PSAC National Office. Contributions to the Fund are to be utilized strictly for the purposes specified in the Letters Patent of the PSAC Social Justice Fund.

52.02 This article shall come into effect on April 1, 2006.

## **ARTICLE 53 - DURATION AND RENEWAL**

53.01 The term of this Agreement shall be from April 1, 2016 until March 31, 2020. The provisions of this Agreement shall take effect on date of ratification, unless another date is expressly stated.

53.02 Notwithstanding the preceding, the provisions of this Agreement, including the provisions for the adjustments of disputes in Article 33, shall remain in effect during the negotiations for its renewal and until a new Agreement becomes effective.

53.03 Within three months preceding the termination of this Agreement, either party may, by written notice, require the other party to commence bargaining collectively with a view to the conclusion, renewal or revision of the Collective Agreement in accordance with section 49(1) of the Canada Labour Code.

53.04 Where notice to commence collective bargaining has been given under Article 53.03, the Employer shall not without consent by or on behalf of the employees affected, increase or decrease salaries or alter any other term or condition of employment of employees in the Bargaining Unit which was in force on the day on which the notice was given until a renewal or revision of the Agreement or a new collective Agreement has been

concluded, in accordance with Section 50 of the Canada Labour Code Part I or upon mutual Agreement of the parties an arbitral award has been handed down.

Signed at Aklavik, Northwest Territories, this 31<sup>st</sup> day of October, 2017.

On behalf of the  
Aklavik Housing Association

On behalf of the  
Public Service Alliance of Canada



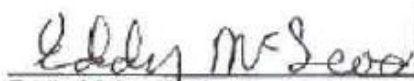
Charlie Kalinik, Director



Jack Bourassa, Regional Executive Vice-President, PSAC North



Roland Rogers, Manager



Eddie McLeod, Member



Glenn Tait, Negotiator



Don Storr, Member



Daniel Kinella, Negotiator

**APPENDIX "A" - RATES OF PAY**

**April 1, 2016 (+1.0%)**

<b>MAINTENANCE DEPARTMENT (40 HOURS PER WEEK)</b>					
Maintenance Supervisor	\$45.12				
		55%	65%	75%	85%
Journeyman Plumber	\$44.79	\$24.65	\$29.11	\$33.58	\$38.07
Journeyman Carpenter		55%	65%	75%	85%
(Note: Non-Certified Carpenters will be paid at 75% of the Journeyman Rate).	\$43.89	\$24.15	\$28.53	\$32.94	\$37.34
		55%	65%	75%	85%
Journeyman Oil Burner Mechanic	\$42.46	\$23.36	\$27.59	\$31.85	\$36.10
		60%	70%	80%	
Journeyman Housing Maintainer	\$38.32	\$23.00	\$26.84	\$30.66	

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Custodial/Casual Labour	\$24.97	\$25.70	\$26.30	\$27.29	\$28.13	\$29.04

<b>ADMINISTRATION DEPARTMENT (37.5 HOURS PER WEEK)</b>						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Assistant Secretary Mgr	\$37.47	\$37.90	\$39.95	\$41.27	\$42.66	\$44.13
Tenant Relations Officer	\$31.93	\$33.14	\$33.87	\$35.04	\$36.17	\$37.36
Secretary Bookkeeper	\$28.05	\$28.88	\$29.81	\$30.73	\$31.72	\$32.73

**April 1, 2017 (+3.5% includes 2.5% Northern Allowance Adjustment; \$4/hr casuals)**

<b>MAINTENANCE DEPARTMENT (40 HOURS PER WEEK)</b>					
Maintenance Supervisor	\$46.70				
		55%	65%	75%	85%
Journeyman Plumber	\$46.36	\$25.52	\$30.13	\$34.76	\$39.40
Journeyman Carpenter		55%	65%	75%	85%
(Note: Non-Certified Carpenters will be paid at 75% of the Journeyman Rate).	\$45.43	\$24.99	\$29.53	\$34.09	\$38.65
		55%	65%	75%	85%
Journeyman Oil Burner Mechanic	\$43.95	\$24.18	\$28.56	\$32.96	\$37.36
		60%	70%	80%	
Journeyman Housing Maintainer	\$39.66	\$23.80	\$27.77	\$31.74	

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Custodial/Casual Labour	\$29.22	\$29.96	\$30.56	\$31.56	\$32.41	\$33.33

<b>ADMINISTRATION DEPARTMENT (37.5 HOURS PER WEEK)</b>						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Assistant Secretary Mgr	\$38.78	\$39.22	\$41.34	\$42.71	\$44.16	\$45.67
Tenant Relations Officer	\$33.04	\$34.30	\$35.05	\$36.26	\$37.43	\$38.67
Secretary Bookkeeper	\$29.03	\$29.89	\$30.85	\$31.81	\$32.83	\$33.88

**April 1, 2018 (+1.5%)**

<b>MAINTENANCE DEPARTMENT (40 HOURS PER WEEK)</b>					
Maintenance Supervisor	\$47.40				
		55%	65%	75%	85%
Journeyman Plumber	\$47.06	\$25.90	\$30.58	\$35.28	\$39.99
Journeyman Carpenter		55%	65%	75%	85%
(Note: Non-Certified Carpenters will be paid at 75% of the Journeyman Rate).	\$46.11	\$25.37	\$29.97	\$34.60	\$39.23
		55%	65%	75%	85%
Journeyman Oil Burner Mechanic	\$44.61	\$24.54	\$28.99	\$33.45	\$37.92
		60%	70%	80%	
Journeyman Housing Maintainer	\$40.26	\$24.16	\$28.19	\$32.21	

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Custodial/Casual Labour	\$29.66	\$30.41	\$31.02	\$32.04	\$32.90	\$33.83

<b>ADMINISTRATION DEPARTMENT (37.5 HOURS PER WEEK)</b>						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Assistant Secretary Mgr	\$39.36	\$39.81	\$41.96	\$43.35	\$44.82	\$46.36
Tenant Relations Officer	\$33.54	\$34.81	\$35.58	\$36.81	\$38.00	\$39.25
Secretary Bookkeeper	\$29.46	\$30.33	\$31.31	\$32.29	\$33.33	\$34.39

**April 1, 2019 (+2.0%)**

<b>MAINTENANCE DEPARTMENT (40 HOURS PER WEEK)</b>					
Maintenance Supervisor	\$48.34				
		55%	65%	75%	85%
Journeyman Plumber	\$48.00	\$26.42	\$31.19	\$35.98	\$40.79
Journeyman Carpenter		55%	65%	75%	85%
(Note: Non-Certified Carpenters will be paid at 75% of the Journeyman Rate).	\$47.03	\$25.88	\$30.57	\$35.29	\$40.01
		55%	65%	75%	85%
Journeyman Oil Burner Mechanic	\$45.50	\$25.03	\$29.57	\$34.12	\$38.68
		60%	70%	80%	
Journeyman Housing Maintainer	\$41.06	\$24.64	\$28.76	\$32.86	

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Custodial/Casual Labour	\$30.25	\$31.02	\$31.64	\$32.68	\$33.55	\$34.50

<b>ADMINISTRATION DEPARTMENT (37.5 HOURS PER WEEK)</b>						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Assistant Secretary Mgr	\$40.15	\$40.61	\$42.80	\$44.22	\$45.71	\$47.28
Tenant Relations Officer	\$34.21	\$35.51	\$36.29	\$37.54	\$38.76	\$40.03
Secretary Bookkeeper	\$30.05	\$30.94	\$31.94	\$32.93	\$33.99	\$35.08

**LETTER OF UNDERSTANDING # 1**

**Re: Parental Leave**

The parties agree the provision of the Labour Standards Act covering Parental leave will be extended to employees as leave without-pay.