

Collective Agreement

Between

The Public Service Alliance of Canada

(as represented by its Component, the Union of Northern Workers)

And

The Uncle Gabe's Friendship Centre

From: April 1, 2004
To: March 31, 2007

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ARTICLE 1 - PURPOSE OF AGREEMENT

- 1.01 The parties to this agreement wish to establish, within the framework provided by law, an effective working relationship based upon the principles of mutual respect and co-operation.
- 1.02 The purposes of this agreement are to:
- (a) Settle the conditions of employment between the parties;
 - (b) Promote the job satisfaction and security of all employees in the bargaining unit;
 - (c) Develop and maintain the best possible service to clients in keeping with the objectives set out in the constitution of Uncle Gabe's Friendship Centre which objectives may be changed from time to time in consultation with the employees;
 - (d) To recognize that the basic structure of Uncle Gabe's Friendship Centre depends on the volunteer efforts of the board members who have contributed to the welfare of the organization in the past and in the future;
 - (e) To promote joint consultations and, where possible, joint decision-making in all matters relating to general working conditions;
 - (f) To recognize the value of joint consultations in all matters relating to service delivery to the clients;
 - (g) To encourage and promote co-operation and mutual support between the workers, the employer, and the Friendship Centre membership, recognizing that all these groups have an essential interest in obtaining the best conditions for clients possible;
- 1.03 It is agreed that the purpose of this agreement also means that all matters pertaining to the working conditions of the employees are drawn up in a collective agreement and measures are to be provided for the safety and health of all employees.

ARTICLE 2 - INTERPRETATIONS AND DEFINITIONS

2.01 For the purpose of this Agreement:

- (a) "Agreement" and "Collective Agreement" means this Collective Agreement.
- (b) "Alliance" means the Public Service Alliance of Canada.
- (c) "Allowance" means compensation payable to an Employee in addition to the regular remuneration payable for the performance of the duties of his position.
- (d) "Bargaining Unit" means all Employees of Uncle Gabe's Friendship Centre employed in the Northwest Territories excluding the Executive Director and the Director of Finance.
- (e) "Board of Directors" means the management of the Uncle's Gabe's Friendship Centre as defined by its Constitution and By-laws.
- (f) A "common-law spouse" relationship is said to exist when, for a continuous period of at least one year, an Employee has lived with a person, publicly represented that person to be their spouse, and lives and intends to continue to live with that spouse as if that person were their spouse.
- (g) "Continuous Employment" and "Continuous Service" mean uninterrupted employment with the Employer.
- (h) "Day" for the purpose of this Agreement means the twenty-four (24) hour period commencing at 12:01 a.m. and ending at 11:59 p.m.
- (i) "Dependent" means a person residing with the Employee who is:
 - (i) that Employee's spouse (including common-law),
 - (ii) child, including step-child, and adopted child who:
 - (a) is under nineteen (19) years of age and dependent upon him/her for support; or
 - (b) dependent upon him/her by reason of full-time attendance at an educational institution; or
 - (c) is wholly dependent upon him/her for support by reason of mental or physical infirmity.

- (j) "Employee" means a member of the bargaining unit.
 - (i) "Regular Employee" means
 - (a) A "full-time" indeterminate employee is an employee who is regularly scheduled to work the full specified hours in the "Hours of Work" Article in this Agreement.
 - (b) A "part-time" indeterminate employee is an employee who is regularly scheduled to work less than the normal hours specified in the "Hours of Work" Article in this Agreement.
 - (ii) "Term Employee" is an employee hired to do work for a period of time greater than three (3) months and ending at a specified date up to one (1) year. When a term employee is required to work greater than one (1) year, he shall be considered to be a Regular indeterminate employee.
 - (iii) "Casual Employee" is an employee hired to do work
 - (a) for a specified period of less than three (3) months, or
 - (b) on a call-in basis, or
 - (c) that is not regularly scheduled.
- When a casual employee is required to work greater than a three (3) month period, he shall be considered to be a term employee and be entitled to all the provisions of the Collective Agreement retroactive to the date of hire.
- (k) "Employer" means the non-profit society incorporated under the name of "Uncle Gabe's Friendship Centre".
 - (l) "Fiscal Year" means that period of time from April 1, in one year to March 31 in the next year.
 - (m) "Grievance" means any difference arising out of the interpretation, application, administration or violation of this agreement or any employer policies to be processed through the grievance procedure.
 - (n) "Holiday" means the twenty-four (24) hour period commencing at 12:01 a.m. of a day designated as a paid holiday in this Agreement.
 - (o) "Lay-Off" means an Employee whose employment has been terminated because of lack of work, or lack of funding.

- (p) "Leave of Absence" means absence from duty with the Employer's permission.
 - (q) "Overtime" means work performed by an Employee in excess of or outside of his regularly scheduled hours of work,
 - (r) "Representative" means a Union member or Officer who is authorized by the Union to represent its membership before the Employer.
 - (s) "Union" means the Public Service Alliance of Canada as may be represented by its Component, the Union of Northern Workers.
 - (t) "Week" for the purposes of this Agreement shall be deemed to commence at 12:01 a.m. on Monday and terminate at midnight on Sunday.
- 2.02 Except as otherwise provided in this Agreement, expressions used in this Agreement, if defined in the Interpretation Act, but not defined elsewhere in this Agreement have the same meaning as given to them in the Interpretation Act.
- 2.03 Where the masculine gender is used, it shall be considered to include the female gender unless any provision of this Agreement otherwise specifies.
- 2.04 "May" shall be regarded as permissive and "Shall" and "Will" as imperative.

ARTICLE 3 - RECOGNITION

- 3.01 The Employer recognizes the Union as the exclusive bargaining agent for all Employees in the Bargaining Unit.
- 3.02 The Employer and the Union agree that there shall be no discrimination personal or sexual harassment, interference, restriction, or coercion exercised or practised with respect to any Employee by reason of age, sex including pregnancy and childbirth, race, Creed, colour, national or ethnic origin, political or religious affiliation, language, marital or family status, disability, sexual orientation, criminal record for which a pardon has been granted, nor by reason of Union membership or activity.

ARTICLE 4 - APPLICATION

- 4.01 The provisions of this Agreement apply to the Union, the Employees, and the Employer.
- 4.02 Part-time Employees shall be entitled to all benefits for which they qualify, provided under this Agreement in the same proportion as their weekly hours of work compare to the regular work week.
- 4.03 The Employer agrees to distribute this agreement to the employees.

ARTICLE 5 - FUTURE LEGISLATION

- 5.01 In the event that any law passed by Parliament, or the Northwest Territories Legislative Assembly renders null and void or alters any provisions of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement. When this occurs, the Collective Agreement shall be re-opened upon the request of either party and negotiations shall commence with a view to finding an appropriate substitute for the annulled or altered provision. In the event the parties can not agree, any dispute shall be referred to arbitration.
- 5.02 CONFLICT OF PROVISIONS

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 strike by the Employees during the life of this Collective Agreement.

ARTICLE 7 - MANAGERIAL RIGHTS AND RESPONSIBILITIES

- 7.01 Managerial responsibilities or decisions will be carried out or made in a manner that is just, reasonable and non-discriminatory.
- 7.02 Except to the extent provided herein, this agreement in no way restricts the employer in the management and direction of Uncle Gabe's Friendship Centre.

ARTICLE 8 - EMPLOYER DIRECTIVES

- 8.01 The Employer shall, at least thirty days prior to issuance, provide the Union with a copy of all Personnel Directives which are intended to clarify the interpretation or application of the Collective Agreement. In the event the Union disagrees with the content of the directive and the dispute cannot be settled, the matter may be referred to arbitration.

ARTICLE 9 - UNION ACCESS TO EMPLOYER PREMISES

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

ARTICLE 10 - APPOINTMENT OF REPRESENTATIVES

- 10.01 The Employer acknowledges the right of the Union to appoint Employees as representatives.
- 10.02 Any written notice required to be served by the express provisions of this Agreement is effectively given if sent to the Union of Northern Workers President. Any notice to the Employer is effectively given if sent to the Executive Director.

ARTICLE 11 - CHECK OFF

- 11.01 Effective the first of the month following the signing of this Agreement, the Employer will, as a condition of employment, deduct an amount equal to the amount of Membership Fees from the pay of all Employees in the Bargaining Unit.
- 11.02 The Union shall inform the Employer in writing of the authorized deduction to be checked off for each Employee within the Bargaining Unit.
- 11.03 For the purpose of applying Clause 11.01, deductions from pay for each Employee will occur on a bi-weekly basis.
- 11.04 From the date of signing and for the duration of this Agreement no Employee organization, other than the Union, shall be permitted to have membership fees deducted by the Employer from the pay of the Employees in the Bargaining Unit.
- 11.05 The amounts deducted in accordance with Clause 11.01 shall be remitted to the Comptroller of the Alliance by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each Employee and the deductions made on his behalf.

- 11.06 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this article except for any claim or liability arising out of an error committed by the Employer.
- 11.07 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 12 - INFORMATION

- 12.01 (a) The Employer agrees to provide the Union on a quarterly basis, with information concerning the identification of each member in the Bargaining Unit. This information shall include the name, address, job classification, social insurance number and employment status of all Employees in the Bargaining Unit.
- The Employer shall indicate which Employees have been hired or transferred and those Employees whose employment has been terminated during the period reported.
- (b) The Employer shall provide separate listings for employees who are normally scheduled to work full-time (including term and/or casual employees) and for employees who are normally scheduled to work less than full-time, that is fewer than the regular hours per day or days per week.
- 12.02 The Employer shall notify the Union of all newly created positions and shall attach a rate of pay. The Employer shall supply supporting documentation. Should the Union dispute the attached rate of pay, the Union must serve notice within thirty days of the notification above. Where the parties cannot agree upon a rate of pay, the matter may be referred to Arbitration.

ARTICLE 13 - LEAVE OF ABSENCE FOR UNION BUSINESS

- 13.01 The Employer shall grant a leave of absence without pay to not more than one (1) employee at a time, to represent the Union at union conventions, seminars and education classes providing the Employer is given reasonable advance notice in writing by the Union.
- 13.02 The Employer shall grant a leave with pay to employees who are a party to an arbitration hearing.

- 13.03 The Employer shall grant leave with pay for one (1) employee for the purpose of attending contract negotiations on behalf of the Union. Upon request, the Employer shall grant leave without pay for one (1) additional Employee.
- 13.04 An employee representative shall be allowed time away from work to assist employees with processing grievances and for meetings with the Employer.
- 13.05 The employer will grant reasonable leave without pay to employee representatives undertaking training related to their duties as a representative.
- 13.06 If employees provide the Employer with ten (10) days notice, the Employer shall grant Union members one hour paid leave per month in order to attend Union workplace meetings. The Employer shall allow these meetings to be held at the workplace during regular working hours.

Leave for UNION PAID OFFICERS

- 13.07 An Employee who is elected to a Union paid position shall be granted leave without pay and benefits for the term of office.
- 13.08 The Union shall advise the Employer as soon as possible when an extension of the leave of absence is applicable due to re-election.
- 13.09 Upon termination of the Employee's leave of absence, the Union paid officer shall be offered their former position held with the Employer before they commenced the leave of absence. When such employee wishes to invoke this Clause, the Employee shall provide the Employer will sixty (60) days notice of his intent to do so.

ARTICLE 14 - PROVISION OF BULLETIN BOARD SPACE AND OTHER FACILITIES

- 14.01 Where practical, the Employer shall provide bulletin board space clearly identified for exclusive Union use.
- 14.02 Where practical, the Employer shall make available to the Union and the members of the Bargaining Unit, a suitable meeting room to be used from time-to-time for the business relating to the Bargaining Unit. Permission for this purpose shall not be unreasonably withheld.
- 14.03 The Employer will process any mail originating from the Union addressed to all Employees in accordance with the Employer's normal internal mail distribution system.

ARTICLE 15 - HOURS OF WORK AND OVERTIME

15.01 Regular hours of work for full-time Bargaining Unit members shall be seven (7) hours per day exclusive of a one hour unpaid lunch break, and thirty-five (35) hours per week.

15.02 Employees shall be entitled to two (2) fifteen (15) minute breaks at mutually agreeable times during each day.

15.03 When, because of operational requirements, hours of work are scheduled for employees occupying positions listed in Appendix A, on a rotating or irregular basis,, they shall be scheduled so that the employees work an average of thirty-five (35) hours and five (5) days on a weekly basis and seven (7) hours per day on a daily basis:

The Employer shall set up a master weekly schedule and post it not less than fourteen (14) calendar days in advance.

The Employer shall not schedule the commencement of an employee's shift within twelve (12) hours of the completion of that employee's previous shift.

15.04 In this Article:

(a) "Overtime" means work performed by an Employee in excess or outside of his regularly scheduled hours of work that has the prior approval of management or is outside of the Employee's control.

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

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

15.05 An Employee who works overtime shall be paid overtime compensation as follows:

(a) A minimum of thirty (30) minutes overtime pay for the first 15 minutes.

(b) additional time beyond thirty (30) minutes will be paid overtime pay as time worked.

(c) Except in the case of an emergency, an Employee may refuse to work overtime. Where an Employee wishes to refuse overtime for an extended period projected into the future he shall so advise the Employer in writing.

- 15.06 Overtime shall be banked as time in lieu at a rate of one and one half times the hours of overtime worked for the first four consecutive hours and at double time for any time over four consecutive hours overtime worked.
- 15.07 The employee must make every reasonable effort to schedule their hours to minimize extra hours worked.
- 15.08 Lieu time shall be used at mutually agreeable times.
- 15.09 When Employees accumulate lieu time, it shall be on a monthly basis and must be liquidated within two (2) months of accumulation. Employees must request and receive prior approval for such leave, taking into consideration program requirements. In any event, a request for such leave must be provided to the Employer at least two (2) months prior to the end of the fiscal year. Such leave shall not be unreasonably withheld.

ARTICLE 16 - PAY

- 16.01 Employees are entitled to be paid for services rendered for the classification and position to which they are appointed at the pay rates specified in Appendix A.
- 16.02 (a) Employees shall be paid on every second Thursday amounting to 26.088 pay periods per annum.
- (b) The Employer will hold back two (2) weeks pay of any new Employee. This holdback will be paid to the Employee when they leave their employment with Uncle Gabe's Friendship Centre. The Employer may grant an advance to any employee who so requests during the first month of their employment which will be recovered on the first pay that the employee receives.
- 16.03 Where a pay day falls on a statutory holiday, pay cheques will be made available the day prior.
- 16.04 (a) When an Employee is required by the Employer to perform the duties of a higher classification level on an acting basis, he/she shall be paid acting pay calculated from the date of which he/she commenced to act in this position at the pay level that he/she would normally receive as if he/she was appointed to this position.
- (b) When a day designated as a paid holiday occurs on a day when the Employee would otherwise be performing duties on an acting basis, the holiday shall be considered as a day worked for purposes of acting pay.

16.05 SALARY INCREASES

- (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 not later than the month following the month in which 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 two months following the month in which the Agreement is signed.
- (c) Retroactive pay shall be issued on a separate cheque. In the event that retroactive pay is not issued in the time allotted in Clause (2) above, interest at prime rates will also be paid.

16.06 PAY RECOVERY

- (a) Where an Employee, through no fault of his/her own, has been overpaid, the Employer will, before recovery action is implemented, advise the Employee in writing, of the amount overpaid and the intention of the Employer to recover the overpayment. Prior to said recovery, the Employer and Employee shall discuss and devise an acceptable recovery schedule.
- (b) If more than one (1) year has passed since the undetected overpayment was made, there shall be no recovery of the overpayment.
- (c) The Employer agrees that no more than twenty percent (20%) of the gross pay of an employee, not including regular deductions, shall be recovered from the employee in one pay period for any monies owed by the employee.

16.07 INCREMENTAL INCREASES

- (a) Term Employees must continue to the end of their term, except in the case of a termination for
 - (i) just cause,
 - (ii) lack of funding, or
 - (iii) appointment to an indeterminate position.

- (b) Returning term employees who are re-hired after
 - (i) their term ends,
 - (ii) a lay-off, or
 - (iii) a discontinuance of their term due to lack of funding,

shall be eligible for the next incremental step in Appendix A-Rates of Pay if the employee had service greater than eight (8) continuous months prior to the conditions stated in 16.07 (b)(i) (ii) or (iii). This service shall also be used to calculate vacations with pay as outlined in Article 18.01 of this Agreement.

ARTICLE 17 - GENERAL HOLIDAYS

17.01 The following days are designated paid holidays for Employees covered by this Collective Agreement:

- (a) New Years Day
- (b) Good Friday
- (c) Easter Monday
- (d) the day fixed by the Governor General for observance of the birthday of the reigning sovereign
- (e) National Aboriginal Day
- (f) Canada Day
- (g) The first Monday in August
- (h) Labour Day
- (i) Thanksgiving Day
- (j) Remembrance Day
- (k) Christmas Day
- (l) Boxing Day

17.02 An employee is not entitled to be paid in respect of a general holiday on which he does not work:

- (a) If he did not report for work on that day after having been called to work on that day; or
- (b) If, except with the consent of the Employer or because of circumstances beyond the employee's control, he has not reported for work on his/her last regular working day preceding and the first regular working day following the general holiday.

17.03 Where a day that is a designated holiday for an Employee falls within a period of leave with pay, the holiday shall not count as a day of leave.

17.04 When the Employer requires an Employee to work on a Designated Paid Holiday, the employee will be compensated at the overtime rate of one and one half (1 ½) times for all hours worked on that day.

ARTICLE 18 - VACATIONS WITH PAY

18.01 Each Regular fulltime and part-time employee is entitled to paid vacation leave according to the following schedule:

- (a) One and three eighths (1 3/8) days each month, or sixteen and one-half (16 ½) days per year until the month in which the anniversary of the employee's second (2nd) year of continuous service is completed:
- (b) One and nineteen twenty-fourths (1 19/24) days each month, or twenty-one and one-half (21 ½) days per year until the month in which the anniversary of the employee's tenth (10th) year of continuous service is completed:
- (c) Two and one-half (2 ½) days per month, or thirty (30) days per year for 10 years or more of continuous service.

Employees shall qualify for the next level of vacation entitlement commencing on the month following the anniversary date of their initial hire in accordance with the times above.

Part-time employees' vacation entitlement will be prorated based on their regular hours of work.

18.02 Casual employees shall receive four percent (4%) of earnings as vacation leave.

18.03 Vacation leave will be scheduled and approved according to operating needs and will as far as is practicable recognize the personal preferences of the employee. Except in extenuating circumstances, employees shall advise the Employer at least two (2) weeks in advance of any vacation request greater than one (1) week in duration. Such leave shall not be unreasonably withheld.

18.04 Once each fiscal year, employees other than casual employees, are entitled to two (2) travel days with pay regardless of the employee's mode of transportation.

18.05 Employees, other than casual employees, are entitled to two (2) additional days with pay per year provided the employee liquidates ten (10) or more days of vacation leave during the period of October 1st to March 31st in any given year.

ARTICLE 19 - SICK LEAVE

- 19.01 Regular and part-time employees will earn one and one-quarter (1 ¼) days sick leave for each month they receive ten (10) days pay. Part-time employees' sick leave entitlement will be prorated based on their regular hours of work
- 19.02 Absences due to illness that exceed three working days shall be supported by a medical certificate.
- 19.03 The Employer may, in its discretion, require a certificate of illness regardless of the length of illness.

ARTICLE 20 - SPECIAL LEAVE

- 20.01 In the case of illness or death of an immediate family member (parents, grandparents, children, spouse, brother or sister, including step-relatives) or if an employee is to be married, up to five (5) days of special leave with pay will be granted.

An employee shall earn special leave credits up to a maximum of twenty-five (25) days at the rate of one half day for each calendar month in which he/she received at least ten (10) day's pay.

- 20.02 All current employees and all new employees shall be advanced five (5) days special leave credits. No new credits will be banked until such time as these five days have been earned.
- 20.03 As credits are used they may continue to be earned up to the maximum.
- 20.04 One (1) day of Special leave will be granted in the event of the birth of an employee's child.
- 20.05 Special leave in excess of five (5) consecutive working days for the purposes enumerated in 20.01 may be granted only with the approval of the Employer. Such leave shall not be unreasonably denied.
- 20.06 Leave of absence with pay shall be given to every Employee other than Employees on leave of absence without pay, laid off or on suspension who is required:
- (a) To serve on a jury and the jury selection process or;

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

Any honorarium paid to employees while participating in the above situations will be re-paid to the Employer.

- 20.07 The Employer agrees to grant Maternity and Parental leave in accordance with the appropriate legislation.
- 20.08 An employee may be granted leave of absence without pay for health or education and shall, upon termination of the leave be placed in the same position they held prior to the leave.
- 20.09 Notwithstanding any provisions for leave in this Agreement, the Employer may grant leave of absence with or without pay to an Employee in emergency or unusual circumstances. Requests for such leave shall not be unreasonably denied.
- 20.10 Employees shall be entitled to stress leave at the discretion of the Employer. This leave shall be considered to be part of Special Leave.

ARTICLE 21 - JOB SECURITY

- 21.01 The Employer agrees there shall be no contracting out of bargaining unit work where it would result in the layoff or continuance of a layoff of any employee.
- 21.02 Before an employee is laid off:
 - (a) Each affected employee shall be given thirty (30) days notice in writing or pay in lieu thereof;

(b) Every employee subject to lay-off shall, during his period of notice, be granted reasonable leave with pay for the purpose of being interviewed by a prospective employer.

21.03 The Employer shall not dismiss, suspend, lay off, demote or otherwise discipline an Employee on the grounds that garnishment proceedings may be or have been taken with respect to an Employee.

21.04 Recall from a lay off will be made on the basis of seniority and classification of work

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

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

Where notice of recall is given by registered mail, notice is deemed to be given two (2) weeks from the date of mailing.

21.06 The Employee shall notify the Employer of his/her intention to return to work within seventy-two (72) hours of his receipt of notice of recall and shall return to work within two (2) weeks of receipt of notice of recall, unless on reasonable grounds in unable to do so.

In any event, the Employee shall return to work within thirty (30) calendar days.

ARTICLE 22 - EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

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

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

22.03 Upon authorization of an Employee, the personnel file of that Employee shall be made available for examination and copying by the Employee or by a Union Representative. Such examination shall be in the presence of an Employer representative.

ARTICLE 23 - ADJUSTMENT OF DISPUTES

23.01 An earnest effort shall be made to settle grievances fairly and promptly by discussion in an effort to resolve the difference informally.

STEP ONE

If an employee, group of employees or the Union on their behalf has a grievance, the Executive Director will be provided a written statement of the particulars of the grievance and the redress sought within fifteen (15) working days of the date that the grievor became aware of the circumstances that gave rise to the grievance. The Executive director shall meet with the grievor and his/her Union representative within five (5) working days and shall render a decision in writing within five (5) days of this meeting. This decision shall be provided to the grievor and the Union representative.

STEP TWO

Failing satisfactory settlement of the issue at step one, within ten (10) working days of the receipt of the decision or within ten (10) working days of the date the decision was due, the grievance may be referred to the Board of Directors who shall render a decision in writing within thirty (30) working days of receipt of the grievance. This decision shall be provided to the grievor and the Union representative. The grievor and/or the Union on their behalf will be allowed to make a presentation to the Board or a member of the Board should they so desire.

STEP THREE

Failing satisfactory settlement at step two, within thirty (30) working days of receipt of the decision, or within thirty (30) working days of the date the decision should have been received from step two, the grievance may be referred to Arbitration.

23.02 Arbitration shall be by single Arbitrator selected by mutual agreement of the parties. Should the parties be unable to agree, the appointment shall be made by the Canada Labour Relations Board.

23.03 (a) The arbitrator has all of the power granted to arbitrators under the Canada Labour Code, Part 1 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 written decision and the decision is final and binding upon the parties and upon any Employee affected by it.

23.04 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 provisions of this Agreement, or to increase or decrease wages.

- 23.05 If it is decided by the arbitrator, that an Employee has been discharged or suspended without just cause, the Employer will reinstate the Employee without loss of seniority and pay, limited to the regular scheduled hours the Employee would have worked less any amounts earned from other employment during that period, or will put into effect any other settlement agreed to by the parties or determined by the arbitrator.
- 23.06 The Employer and the Union shall share equally the expenses of the Arbitrator. Each party shall bear its own expenses of every such arbitration. No costs of arbitration shall be awarded to or against either party.
- 23.07 Any and all of the time limits set forth in Article 23 may be extended by mutual agreement of the parties.
- 23.08 Notwithstanding any provisions of this Collective Agreement, the parties may agree to utilize the services of a Mediator in dispute resolution prior to referring the dispute to Arbitration.

ARTICLE 24 - SAFETY AND HEALTH

- 24.01 The Union and the Employer agree to co-operate in improving work practices and the working environment in order to provide a safe and healthy environment.
- 24.02 The Employer and employees shall abide by the NWT Safety Act.

ARTICLE 25 - CIVIL LIABILITY

- 25.01 If an action or proceeding is brought against any Employee or former Employee covered by this Agreement for any alleged tort committed by him/her in the performance of his/her duties, then:
- (a) The Employee, upon being served with any legal process, or upon receipt of any action or proceeding as herein before referred to being commenced against him/her, shall advise the Employer of any such notification or legal process;

- (b) The Employer shall pay any damages or costs awarded against any such Employee in any such action or proceedings and all legal fees and/or any sum required to be paid by such Employee in the connection with the settlement of any claim made against such Employee, provided the conduct of the Employee which gave rise to the action did not constitute a gross disregard or neglect of his/her duty as an Employee.
- (c) Upon the Employee notifying the Employer in accordance with paragraph (a) above, the Employer and the Employee shall forthwith meet and appoint counsel that is mutually agreeable to both parties. Should the parties be unable to agree on counsel that is satisfactory to both, then the Employer shall unilaterally appoint counsel. The Employee agrees to cooperate fully with appointed counsel.

ARTICLE 26 - SUSPENSION AND DISCIPLINE

- 26.01 When Employees are to be suspended or discharged from duty, the Employer shall notify the Employee in writing of the reasons for such suspension or discharge in sufficient detail that the Employee may defend himself/herself against it. The Employer shall examine factors such as the seriousness of the offence, the Employee's length of service, and other relevant mitigating factors. The Employer shall also use the principles of a progressive disciplinary process where any actions are to be taken.
- 26.02 When Employees are required to attend a meeting where a disciplinary decision concerning them is to be taken by the Employer, or a representative of the Employer, the Employees are entitled to a minimum of twenty-four (24) hours notice of the meeting. The notice must also notify the employee of their right to have a representative of the Union attend the meeting.

ARTICLE 27 - GENERAL EMPLOYMENT CONDITIONS

- 27.01 No employee shall be transferred to a position outside the Bargaining Unit without his/her consent.
- 27.02 Job Sharing will be permitted under the following:
- (a) Requests for job share must be voluntarily initiated by the employee.
 - (b) Terms and conditions of the job share agreement will be negotiated and approved by the Union on a case by case basis prior to commencing the job share.
 - (c) "Job share" means: Where one full time Person Year is shared by two or more employees.
- 27.03 A newly hired employee shall be on probation only for the first six months of employment.

ARTICLE 28 - RE-OPENER OF AGREEMENT AND MUTUAL DISCUSSIONS

- 28.01 This Agreement may be amended by mutual consent.
- 28.02 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 interests.

ARTICLE 29 - PAY FOR TRAVEL ON BEHALF OF EMPLOYER

- 29.01 Travel should be arranged and approved with as much advance notice as possible. Employees will be reimbursed for all reasonable expenses for travel including but not limited to:
- (a) Per diem and accommodation will be in accordance with the amount established and adjusted from time to time by the Government of the Northwest Territories. Receipts will only be required for commercial accommodation.
- 29.02 (a) The Employer will make all arrangements for transportation including airline tickets or rental car if convenient and less expensive. The Employer shall insure that all appropriate insurances are arranged and paid for. The Employer shall determine what the appropriate insurances shall be.

- (b) Where a private vehicle is used, the employee shall be paid at the applicable rate.
 - (c) Taxis may be used for in-city travel when the need is essential. While on travel status, claims for taxi fare must be supported by receipts.
- 29.03
- (a) Any Employee who uses their vehicle with pre-approval by the Employer for employer business shall be reimbursed for all fuel expenses. Employees must provide receipts to the Employer.
 - (b) The Employer will cover the cost to any employee for additional insurance necessary in the transport of the Friendship Centre clients or for the use of private motor vehicles on Employer business if the employee has received pre-approval from the Employer. Employees must provide receipts to the Employer.
 - (c) When employees are required to work outside of their normal working hours at special events (i.e.: Culture Camp) and have received pre-approval from the Employer, the Employer shall reimburse the employee for childcare costs up to a maximum of fifty dollars (\$ 50.00) per day for the overnight care of their children. Employees must provide receipts to the Employer.

ARTICLE 30 - EMPLOYEE ASSISTANCE PROGRAM

- 30.01 Employees with substance abuse problems shall be afforded the following considerations:
- (a) Employees shall be assured that they have the same consideration and opportunity for treatment as would an employee with any other disease or disability.
 - (b) No employee will have his/her job security or promotional opportunity jeopardized by his/her identification as an addicted person provided the employee seeks and responds to treatment under this article.

ARTICLE 31 - RELIGIOUS OBSERVANCE

- 31.01 The Employer shall make every reasonable effort to accommodate an employee who requests time off to fulfil the employee's religious obligations in recognition of diversity.
- 31.02 An employee may substitute the designated paid holidays in Article 17 – General Holidays – in order to fulfil the employee's religious obligations.
- 31.03 An employee may, in accordance with the provisions of this Agreement, request annual leave, lieu time, or leave without pay for other reasons in order to fulfil the employee's religious obligations.
- 31.04 Notwithstanding Articles 31.02 or 31.03, at the request of the employee and at the discretion of the Employer, time off with pay may be granted to the employee in order to fulfil the employee's religious obligations. The number of hours with pay so granted must be made up hour for hour within a period of one (1) month, at times agreed to by the Employer. Hours worked as a result of time off granted under this Article shall not be compensated.
- 31.05 An employee who intends to substitute designated paid holidays, request leave or time off under this Article must give at least two (2) weeks notice to the Employer before the period of absence.
- 31.06 The Employer has the right to take operational requirements into consideration, when more than one (1) employee applies for Religious Observance leave to be taken at the same time. In discussion with the affected employees, the Employer may choose to offer such leave on a rotational basis.

ARTICLE 32 - DURATION AND RENEWAL

- 32.01 The term of this Agreement shall be from April 1, 2004 to March 31, 2007.
- 32.02 Notwithstanding the preceding, the provisions of this Agreement, including the provisions for the adjustment of disputes in Article 23, shall remain in effect during the negotiations for its renewal and until a new Agreement becomes effective.
- 32.03 Within four (4) months preceding the termination of this Agreement, either party shall, by written notice, require the other party to commence bargaining collectively with a view to the conclusion, renewal or revision of the Collective Agreement. The parties concerned desire to meet two (2) months prior to this with a view to hold meaningful discussions on the upcoming Negotiations.
- 32.04 Where notice to commence collective bargaining has been given under Clause 32.03, 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.

APPENDIX A - RATES OF PAY

Effective April 1, 2004

Pay Level

Positions	Step 1	Step 2	Step 3
Administrative & Funding Assistant	18.97	19.54	20.13
Program Coordinator I	18.97	19.54	20.13
Program Coordinator II	19.59	20.18	20.79
Program Coordinator III	20.97	21.60	22.25
Program Assistant I	16.00	16.48	16.97
Program Assistant II	17.00	17.51	18.04
Program Assistant III	18.00	18.54	19.10
Custodian	15.22	15.68	16.15
Secretary Receptionist	16.70	17.20	17.72

APPENDIX A - RATES OF PAY

Effective November 1, 2005

Pay Level

Positions	Step 1	Step 2	Step 3
Executive Assistant	17.00	17.51	18.04
Program Coordinator I	18.97	19.54	20.13
Program Coordinator II	19.59	20.18	20.79
Program Coordinator III	20.97	21.60	22.25
Program Assistant I	16.00	16.48	16.97
Program Assistant II	17.00	17.51	18.04
Program Assistant III	18.00	18.54	19.10
Custodian	15.22	15.68	16.15
Administrative Assistant	16.70	17.20	17.72
Casual Youth Worker	15.00	15.45	15.91

APPENDIX A - RATES OF PAY

Effective April 1, 2006

Pay Level

Positions	Step 1	Step 2	Step 3	Step 4
Executive Assistant	17.51	18.04	18.58	19.13
Program Coordinator I	19.54	20.13	20.73	21.35
Program Coordinator II	20.18	20.79	21.41	22.05
Program Coordinator III	21.60	22.25	22.92	23.61
Program Assistant I	16.48	16.97	17.48	18.00
Program Assistant II	17.51	18.04	18.58	19.13
Program Assistant III	18.54	19.10	19.67	20.26
Custodian	15.68	16.15	16.63	17.13
Administrative Assistant	17.20	17.72	18.25	18.80
Casual Youth Worker	15.45	15.91	16.39	16.88

Signed this _____ day of _____, 2005

Uncle Gabe's Friendship Centre

Public Service Alliance of Canada

Mary Heron

Jean-François Des Lauriers

Chris Bird

Luc Guevremont

Louise Beck

Bertine Tremblay