

COLLECTIVE AGREEMENT

between

THE TUKTOYAKTUK 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: October 1, 2006
EXPIRES: September 30, 2010

The Union of Northern Workers
Suite 200, 5112-52nd Street
Yellowknife, NT
X1A 1T6



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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 Employer will be well and efficiently served. Accordingly the parties are determined to establish, within the framework provided by law, an effective working relationship at all levels in which members of the bargaining unit are employed.

ARTICLE 2
INTERPRETATION AND DEFINITIONS

- 2.01 For the purpose of this Agreement:
- (a) "Alliance" means the Public Service Alliance of Canada.
 - (b) "Allowance" means compensation payable to an employee, in addition to his regular remuneration, payable for the performance of the duties for his position.
 - (c) "Bargaining Unit" means all employees of the Employer excluding the Manager, the Assistant Manager, the Foreman and casual employees.
 - (d) "Casual Employee" means a person employed by the Employer for work of a temporary nature, not to exceed six (6) months.
 - (e) 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 person as if that person were their spouse.
 - (f) "Compensatory leave" means the equivalent leave with pay taken in lieu of a cash payment.
 - (g) "Continuous Employment" and "Continuous Service" means uninterrupted employment with the Employer; and with reference to re-appointment of a lay-off his employment in the position held by him at the time he was laid off, and his employment in the position to which he is appointed shall constitute continuous employment;
 - (h) "Day of Rest" in relation to an employee means a day (Saturday and Sunday) other than a holiday on which that employee is not ordinarily required to perform the duties of his position other than by reason of his being on leave of absence.

- (i) "Demotion" means the appointment of an employee for reasons of incompetence or misconduct, to a new position for which the maximum pay is less than that of his former position.
- (j) "Dependent" means a person who is the employee's spouse (including common-law), child, step-child, or adopted child who is under nineteen (19) years of age and dependent of him for support or being nineteen (19) years of age or more and dependent upon him by reason of mental or physical infirmity or any other relative of the employee's household who is wholly dependent upon him for support by reason of mental or physical infirmity.
- (k) "Employee" means a member of the bargaining unit, and includes full-time, part-time and term employees.
- (l) "Employer" means the Tuktoyaktuk Housing Association.
- (m) "Fiscal Year" means the period of time from April 1, in one year to March 31, in the following year.
- (n) "Grievance" means a complaint in writing that an employee, group of employees, or the Union submits to management, to be processed through the grievance procedure or that the Employer submits to the Union to be processed through the grievance procedure.
- (o) "Holiday" means the twenty-four (24) hour period commencing at 12:01 A.M. at the beginning of a day designated as a paid holiday in this Agreement.
- (p) "Lay-off" means an employee whose employment has been terminated because of lack of work, lack of funding or discontinuance of a function.
- (q) "Leave of Absence" means absence from duty with the Employer's permission.
- (r) "Manager" means the Secretary Manager of the Employer.
- (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 Union as the fees payable by the members of the Bargaining Unit, and shall not include any initiation fee, insurance premium, or special levy.
- (u) "Overtime" means work performed by an employee in excess of or outside of his regularly scheduled hours of work. For part-time employees, overtime means all hours worked in excess of the regular hours of work for a full-time employee in the same position.
- (v) "Probation" means a period of six (6) months from the day upon which an employee is first appointed to the Employer or a period of three (3) months after an employee has been transferred or promoted.

- (w) "Promotion" means the appointment of an employee to a new position, the rate of pay of which exceeds that of his former position.
- (x) "Rates of Pay"
- (i) "daily rate of pay" means an employee's hourly rate of pay multiplied by the employee's daily hours of work as set out in Article 22;
 - (ii) "weekly rate of pay" means an employee's daily rate of pay multiplied by five (5);
 - (iii) "bi-weekly rate of pay" means an employee's daily rate of pay by ten (10);
 - (iv) "annual rate of pay" means an employee's weekly rate of pay multiplied by 52.176.
 - (v) "monthly rate of pay" means an employee's annual rate of pay divided by twelve (12).
- (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) "Term Employees" are employees hired for a definite period of not more than twelve months. Term employees are entitled to all of the provisions of the Collective Agreement, except for Article 29. A term employee's employment with the Employer shall end on the date of his/her term of employment.
- (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 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 Canada Labour Code or in the Regulations made thereunder, have the same meaning as given to them in the Code or Regulation.
- 2.03 Where the masculine gender is used, it shall be considered to include the female gender unless any provision of this Agreement otherwise specifies.

ARTICLE 3 **RECOGNITION**

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

Discrimination

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

ARTICLE 4 APPLICATION

- 4.01 The provisions of this Agreement apply to the Union, the employees and the Employer.
- 4.02 The Employer and the Union will share equally all costs related to the printing and distribution of the Collective Agreement. The Employer's share of these costs shall be a maximum of \$200. The Union shall facilitate said printing and distribution.

ARTICLE 5 FUTURE LEGISLATION

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

CONFLICT OF PROVISIONS

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

ARTICLE 6 STRIKES AND LOCKOUTS

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

ARTICLE 7
MANAGERIAL RESPONSIBILITIES

- 7.01 Except to the extent provided in this agreement, this agreement in no way restricts the employer in the management direction of the Employer. Management shall exercise its right 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 may carry on any business or employment outside his regularly scheduled hours of duty without interference from the Employer.
- 8.02 Notwithstanding Article 8.01, employees are prohibited from carrying on any business or employment outside their regularly scheduled hours of duty when such business or employment is such that:
- (a) a conflict of duties may develop between an employee's regular work and his outside interests; and
 - (b) certain knowledge and information available only to Employer personnel place the individual in a position where he can exploit the knowledge or information for personal gain.

ARTICLE 9
EMPLOYER DIRECTIVES

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

ARTICLE 10
UNION ACCESS TO EMPLOYER PREMISES

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

ARTICLE 11
APPOINTMENT OF REPRESENTATIVES

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

ARTICLE 12
TIME -OFF FOR UNION BUSINESS

12.01 **Arbitration Hearings** (Disputes)

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

Employee called as a Witness

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

12.02 **Arbitration Hearing** (Grievance)

- (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) 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) The Employer will grant leave with pay to a witness called by an employee who is a party to the grievance.

- 12.03 Where an employee and his representative are involved in the process of his grievance or possible grievance, they shall be granted time off with pay.

Contract Negotiations Meetings

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

Time off for Meeting with Management

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

Employee Organization Executive Council Meetings, Congress and Conventions

- 12.06 Subject to operational requirements the Employer will grant reasonable leave without pay to a reasonable number of employees to attend executive council meetings and conventions of the Alliance, the Union of Northern Workers, the Canadian Labour Congress and the NWT Federation of Labour.

Representatives Training Course

- 12.07 Subject to operational requirements the Employer will grant reasonable leave without pay to an employee who exercises the authority of a Representative on behalf of the Union to undertake training related to the duties of a Representative.
- 12.08 When leave without pay is granted under 12.06 and 12.07 the Employer shall continue to pay such employees their applicable salary in accordance with the terms of the Collective Agreement. Upon invoice by the Employer, the Union shall reimburse the Employer for all amounts so paid, including the Employer's share of Employment Insurance and Canada Pension Plan premiums and other benefits of a direct cost to the Employer.
- 12.09 **Time-off for Representatives**
- (a) A Representative shall obtain the permission of his immediate supervisor before leaving his work to investigate a grievance, to meet with management for the purpose of dealing with grievances and to attend meetings called by management.
 - (b) The Representative shall make every reasonable effort to report back to his supervisor before resuming his normal duties.
 - (c) Where an employee and his representative are involved in the process of a grievance he shall be granted time off with pay.
- 12.10 When operational requirements permit and upon reasonable notice the Employer will grant reasonable leave without pay for one (1) employee:
- (a) participate as a delegate to constitutional conferences or other similar forums mandated by Federal or Territorial legislation; and
 - (b) present briefs to commission, boards and hearings that are mandated by Territorial legislation or the Federal Government.
- 12.11 Employees elected as President, 1st Vice President, 2nd Vice President and Regional Vice President of the Union shall be granted leave of absence without pay or benefits for the term of office. During the leave of absence such employees shall maintain all accumulated rights and benefits to which they are entitled under the Collective Agreement.

ARTICLE 13 **MEMBERSHIP FEE DEDUCTION**

- 13.01 Once each month 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 Clause 13.01, deductions from pay for each employee will occur on a bi-weekly basis.

- 13.04 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.
- 13.05 The amounts deducted in accordance with Clause 13.01 shall be remitted to
Comptroller of the Alliance,
Public Service Alliance of Canada
233 Gilmour Street
Ottawa, Ontario, K2P 0P1

by cheque, within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on his behalf.
- 13.06 The Employer may agree to make deductions for other purposes on the basis of the production of appropriate documentation.
- 13.07 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
- 13.08 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 When the Employer:
- (a) hires a new employee;
 - (b) transfers an employee;
 - (c) terminates an employee;
 - (d) moves an employee within the bargaining unit;
- The Employer agrees to provide the Union, within thirty days, with information concerning that employee.
- 14.02 The Employer shall advise the Union when employees have terminated their employment with the Employer.
- 14.03 The Employer shall provide each employee with a copy of the Collective Agreement.

ARTICLE 15
PROVISION OF BULLETIN BOARDSPACE AND OTHER FACILITIES

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

- 15.03 The Employer may make available to the members of the Bargaining Unit a suitable meeting room to be used from time to time for the conducting of business relating to the Bargaining Unit.
- 15.04 The Employer will deliver any mail originating from the Union addressed to members in accordance with the Employer's normal internal mail distribution system.
- 15.05 A representative of the Union shall have the right to meet with new employees in the employee's community to make a presentation of up to fifteen (15) minutes. Employees shall be granted leave with pay to attend these meetings.

ARTICLE 16

DESIGNATED PAID HOLIDAYS

- 16.01 The following days are Designated Paid Holidays for employees covered by this Collective Agreement:
- (a) New Year's Day
 - (b) Good Friday
 - (c) Easter Monday
 - (d) The day fixed by proclamation of the Governor in Council for the celebration of the Birthday of the Sovereign
 - (e) National Aboriginal Day
 - (f) Canada Day
 - (g) The first Monday in August, or another day fixed by order of the Commissioner of the NWT
 - (h) Labour Day
 - (i) The day fixed by Order of the Commissioner as a general day of Thanksgiving
 - (j) Remembrance Day
 - (k) Christmas Day
 - (l) Boxing Day
 - (m) One additional day when proclaimed by an Act of Parliament as a National Holiday
 - (n) Up to one additional day when proclaimed by the Mayor of the Hamlet of Tuktoyaktuk.
- 16.02 Where the Commissioner of the NWT agrees to provide the majority of employees in Tuktoyaktuk with time off in support of a community function, those employees who are unable to take advantage of the time off because of operational requirements, will be paid at the overtime rate for hours worked during that period.
- 16.03 Clause 16.01 does not apply to an employee who is absent without pay on either the working day immediately preceding or the working day following the Designated Paid Holiday, except with the approval of the Manager or the Board of Directors of the Employer.
- 16.04 **Holiday Falling on a Day of Rest**
- When a Designated Paid Holiday under Clause 16.01 coincides with an employee's day of rest, the holiday shall be moved to the employee's first working day following his day of rest.

- 16.05 When a Designated Paid Holiday for an employee is moved to another day under the provisions of Clause 16.04:
- (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.
- 16.06 When the Employer requires an employee to work on a Designated Paid Holiday as part of his regularly scheduled hours of duty or as overtime when he is not scheduled to work he shall be paid in addition to the pay that he would have been granted had he not worked on the Designated Paid Holiday:
- (a) one and one half (1½) times his/her hourly rate for the first four (4) hours worked; and
 - (b) twice (2x) his/her hourly rate for hours worked in excess of four (4) hours.
- 16.07 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.
- 16.08 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 or special leave with pay than he has earned is terminated by layoff the employee shall be considered to have earned that amount of leave with pay granted to him.
- 17.02 When an employee is entitled to receive an allowance and is granted leave with pay, the employee is entitled to receive the allowance during the period of leave. When an employee is entitled to receive an allowance and is granted leave without pay, the employee shall not be entitled to receive the allowance during the period of leave without pay, unless this Agreement provides otherwise.
- 17.03 During the month of May in each year the Employer shall inform each employee in the Bargaining Unit in writing of the balance of his special, sick and vacation leave credits as of the 31ST day of March.
- 17.04 For the purpose of annual leave, operational requirements are deemed to exist when the absence of the employee will prevent a deadline to be met because the employee cannot be replaced.
- 17.05 Employees who wish to take compensatory leave must provide the Employer with at least forty eight hours notice of their intention to do so.

ARTICLE 18 **VACATION LEAVE**

Accumulation of Vacation Leave

18.01 Effective February 1, 2008, for each month of a fiscal year in which an employee receives ten (10) days pay h/she shall earn vacation leave at the following rates:

- (a) One and five twelfths (1 5/12) days each month until the month in which the anniversary of the second (2nd) year of continuous service is completed.
- (b) One and five sixths (1 5/6) days each month commencing in the month after completion of two (2) years of continuous service until the month in which the anniversary of the seventh (7th) year of continuous service is completed;
- (c) Two and one quarter (2 1/4) days each month commencing in the month after completion of seven (7) years of continuous service until the month in which the anniversary of the twelfth (12th) year of continuous service is completed;
- (d) Two and two-thirds (2 2/3) days each month commencing in the month after completion of twelve (12) years of continuous service until the month in which the anniversary of the twentieth (20th) year of continuous service is completed;
- (e) Three and one twelfth (3 1/12) days each month commencing in the month after the month in which the anniversary of the twentieth (20th) year of continuous service is completed.

18.02 **Accumulation for Part Time Employees**

- (a) The accumulated service for part-time employees shall be counted for the vacation leave entitlements in paragraphs (a) and (b).
- (b) Part-time employees shall be paid six (6), and eight (8) 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.

18.03 **Granting of Vacation Leave**

In granting vacation leave with pay to an employee, the Employer shall make every reasonable effort:

- (a) to schedule vacation leave for all employees in the fiscal year in which it is earned;
- (b) not to recall an employee to duty after he has proceeded on vacation leave;
- (c) to grant the employee his vacation leave during the fiscal year in which it is earned at a time specified by the employee:

- (i) to grant the employee vacation leave for at least up to six (6) consecutive weeks depending upon his vacation entitlements when so requested by the employee; and
 - (ii) to grant employees their vacation leave preference, and where as between two or more employees who have expressed a preference for the same period of vacation leave, length of service with the Employer will prevail;
 - (iii) where the operational requirements of the service are such that an employee is not permitted to take his vacation leave during the months of April to September inclusive in one fiscal year, special consideration will be given to his being granted his vacation leave during the months of April to September in the next fiscal year;
 - (iv) to grant the employee his vacation leave when specified by the employee if the period of vacation leave is less than a week, providing the employee gives the Employer reasonable advance notice.
- (d) (i) Employees who want to request vacation leave during the months of April or May shall submit their request for vacation leave to the Employer not later than January 31 of that year.
- (ii) Employees who want to request vacation leave during periods other than the months of April or May shall submit their request for vacation leave to the Employer at least twenty one (21) days prior to the requested commencement of their vacation leave.
- (e) Notwithstanding anything else in this Agreement, employees shall not be entitled to take vacation leave during their probationary period.
- 18.04 The Manager shall reply to the request for vacation leave submitted by the employee within two (2) week after the request has been received. If the Employer does not respond within two (2) weeks the leave shall be considered as granted. Where the Employer has proposed to change, reduce or deny the vacation leave requested by the employee, the Employer shall provide the employee with the reasons, in writing, for such change, reduction or denial of vacation leave.
- 18.05 When an employee can not make satisfactory travel arrangements he shall have the right to cancel his vacation leave request and the Employer agrees, when possible, to amend the requested dates to meet the dates required to match the satisfactory travel arrangements.
- 18.06 Where in respect of any period of vacation leave, an employee:
- (a) is granted special leave, when there is a death in his immediate family as defined in Article 19; or
 - (b) is granted special leave with pay because of illness in the immediate family as defined in Article 19; or
 - (c) is granted sick leave on production of a medical certificate;

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

18.07 Carry-over Provisions

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

Recall from Vacation Leave

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

- (a) in proceeding to his place of duty;
- (b) in respect of any non-refundable deposits or pre-arrangements associated with his vacation;
- (c) in returning to the place from which he was recalled if he immediately resumes vacation upon completing the assignment for which he was recalled;

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

18.09 The employee shall not be considered as being on vacation leave during any period in respect of which he is entitled under Clause 18.08 to be reimbursed for reasonable expenses incurred by him.

Leave When Employment Terminates

18.10 Where an employee dies or otherwise terminates his employment:

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

18.11 An employee whose employment is terminated by reason of a declaration that he abandoned his position is entitled to receive the payment referred to in Clause 18.10. If after reasonable efforts the Employer is unable to locate the employee within 6 months of termination, his entitlement shall lapse.

Excluding extenuating circumstances an employee will be deemed to have abandoned his position if he has not contacted his Employer within a one (1) week period.

18.12 Vacation Travel Assistance

- 1) All employees and dependants who are two years and older, and who reside in the same house as the employee, and where the employee signs a notarized statement confirming that a similar benefit is not provided by any other Employer, are entitled to transportation assistance once in each fiscal year.
- 2) Notwithstanding Clause (1) above, an employee shall not receive transportation assistance under this Article during his first six (6) months of employment with the Employer.
- 3) An employee requesting travel assistance for himself and dependants, if any, shall be provided with a cheque equal to the following amount (effective April 1, 2008):

(a) Employee	<u>\$1500</u>
(b) Spouse	<u>\$1500</u>
(c) Children	<u>\$1100</u>
- 4) This vacation allowance shall be used at the employee discretion.
- 5) In order to obtain vacation travel assistance, an employee must liquidate at least five (5) day's vacation. If an employee has not received his vacation travel assistance by March 15, the Employer shall pay the employee his travel assistance for that fiscal year.

18.13 When a pay period falls during the time when an employee is on annual leave, that employee will be issued a cheque for that pay period prior to his going on annual leave.

ARTICLE 19
SPECIAL LEAVE CREDITS

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

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

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

| 19.03 The Manager shall grant special leave earned with pay for a period of up to five (5) working days:

- (a) when there is a death in the employee's immediate family;
- (b) when an employee is to be married;
- (c) where there is a death of any other relative.

| 19.04 The Manager may grant an employee special leave with pay for a period of up to five (5) consecutive working days:

- (a) where a member of the immediate family becomes ill and the employee is to care for his dependants or for the sick person;
- (b) where a member of the immediate family residing outside Tuktoyaktuk becomes seriously ill;
- (c) where there is a death of any other relative;
- (d) where special circumstances not directly attributable to the employee prevent his reporting to duty, including:
 - (i) serious household or domestic emergencies;
 - (ii) a general transportation tie-up caused by weather if the employee makes every reasonable effort to report for duty;
 - (iii) serious community emergencies, where the employee is required to render assistance;
- (e) in circumstances which are of general value to the Employer, such as where the employee:
 - (i) takes an examination which will improve his position or qualifications in the Employer;
 - (ii) attends a course in civil defense training;
 - (iii) requires a medical examination for enlistment in the Armed Forces or in connection with a veteran's treatment program;
- (f) such leave shall not be unreasonably withheld.

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

| 19.06 The Manager may grant an employee special leave with pay for up to five (5) working days a fiscal year where the employee is required to act as medical escort for a dependant of the employee who resides with the employee, when there is no one else who can act as medical escort.

| 19.07 An employee shall be granted special leave with pay up to a maximum of one (1) working day on the occasion of the birth of his child. An employee shall be granted special leave with pay up to a maximum of one (1) working day on the occasion of the adoption of a child. Under special circumstances the Employer may extend this period to a maximum of five (5) working days.

Advance of Credits

- | 19.08 Where an employee has insufficient credits to permit the granting of special leave within the meaning of this Article, leave 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

- | 19.09 Employees may be granted casual leave with pay to a maximum of two (2) hours for the following purposes:

Medical, Dental, School and Legal Appointments

- (a) Whenever it is necessary for an employee to attend upon his doctor, nurse, dentist, dental therapist, school appointments that cannot be scheduled outside of business hours, or lawyer during working hours he shall be granted casual leave for these purposes; or
- (b) Whenever it is necessary for an employee to escort a dependant to doctor, dentist, lawyer or school appointments during working hours he shall be granted casual leave for these purposes.

Other Casual Leave

The Secretary/Manager may grant an employee casual leave for other purposes of a special or unusual nature;

- (c) Employees may be granted casual leave with pay to a maximum of one half ($\frac{1}{2}$) day per occurrence where the employee's physician requires him to attend regular or recurring medical treatments or checkups.

Quarantine

- | 19.10 Employees shall be granted special leave with pay for time lost through quarantine when the employee provides the Employer with a medical certificate to that effect.

ARTICLE 20 **SICK LEAVE**

Credits

- 20.01 An employee shall earn sick leave credits at the rate of one and one-quarter ($1\frac{1}{4}$) days for each calendar month for which he receives pay for at least ten (10) days.
- 20.02 Subject to the remainder of this Article, all absences on account of illness on a normal working day shall be charged against an employee's accumulated sick leave credits.
- 20.03 Unless otherwise informed by the Employer an employee must sign a statement stating that because of this illness or injury he was unable to perform his duties:

- (a) if the period of leave requested does not exceed three (3) working days;
and
 - (b) if in the current fiscal year, the employee has not been granted more than nine (9) days sick leave wholly on the basis of statements signed by him.
- 20.04 An employee is required to produce a certificate from a qualified medical practitioner, or nurse certifying that such employee is unable to carry out his duties due to illness:
- (a) for sick leave in excess of three (3) working days;
 - (b) for any additional sick leave in a fiscal year when in the same fiscal year the employee has been granted nine (9) days sick leave wholly on the basis of the statements signed by him;
 - (c) any circumstances when the employee is required to leave Tuktoyaktuk to obtain medical or dental treatment.
- 20.05 In circumstances where sick leave would be authorized but the employee has insufficient or no sick leave credits, the Employer may grant the employee a sick leave advance to a limit of fifteen (15) days which shall be charged against future credits as earned. If the employee dies before authorized unearned sick leave has been liquidated, no recovery shall be made from the employee's estate.
- 20.06 An employee is not eligible for sick leave with pay for any period during which he is on leave of absence without pay or under suspension.
- 20.07 When an employee is granted sick leave with pay and Workers' Compensation is subsequently approved for a concurrent period, there shall be no charge against his sick leave credits for the period of concurrency.
- 20.08 Sick leave is to be used only to compensate employees who are unable to work due to illness or injury.
- 20.09 An employee who is unable to work because of illness or injury is required to notify the Employer. Employees who do not notify the Employer within one hundred twenty (120) minutes of the start of their shift, that they are unable to work because of illness or injury will not be entitled to receive sick leave for that shift.

Travel Time

- | 20.10 Every employee who is proceeding to a medical centre shall be granted leave of absence with pay which shall be charged against his sick leave credits for the lesser of two (2) days or the actual time taken to travel from his post to the medical centre and return.

Transportation to a Medical Centre

- | 20.11 In the event that an employee or an employee's dependent is required to travel to another destination to secure medical or dental treatment, the employee agrees to secure said travel assistance from the appropriate level of Government. In the event that the employee is required to pay the one hundred dollar (\$100.00) deductible plus GST, this amount will be reimbursed to the employee by the Employer. Should this amount be increased by the appropriate level of Government, the Employer will reimburse the actual cost of the deductible plus GST.

ARTICLE 21 **OTHER TYPES OF LEAVE**

Court Leave

- 21.01 Leave of absence with pay shall be given to every employee, other than an employee on leave of absence without pay or under suspension, who is required:
- (a) to serve on a jury, or jury selection;
 - (b) by subpoena or summons to attend as a witness in any proceeding held:
 - (i) in or under the authority of a court of justice or before a grand jury;
 - (ii) before a court, judge, justice, magistrate, or coroner;
 - (iii) before 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.

Pregnancy and Parental Leave

- 21.02 For the purposes of this Part, a medical certificate must be signed by a qualified medical practitioner or, in a community in the Territories in which no qualified medical practitioner is resident, by a nurse in that community who holds a certificate of registration under the Nursing Profession Act.
- 21.03 An employee is entitled to pregnancy leave, without pay, in accordance with subsection 21.04, where the employee:
- (a) has been employed by the employer for twelve (12) consecutive months;
 - (b) submits to the employer a written request for pregnancy leave at least four weeks before the day on which the employee intends to commence the leave; and
 - (c) if so requested by the employer, provides the employer with a medical certificate stating that the employee is pregnant and stating the estimated date of delivery.
- 21.04 Subject to this Part, an employee referred to in subsection 21.03 is entitled to pregnancy leave of 17 consecutive weeks commencing at any time during the 17 week period immediately preceding the estimated date of delivery.

- 21.05 If the actual date of delivery is after the estimated date of delivery, an employee is entitled, at the request of the employee, to extend the pregnancy leave for a further period between the estimated date of delivery and the actual date of delivery and, in any event, not exceeding six consecutive weeks.
- 21.06 An employee who has requested pregnancy leave may, with the consent of her employer, resume employment before the expiration of that period.
- 21.07 An employee who does not request pregnancy leave but who has been employed by an employer for the prescribed length of time is entitled to pregnancy leave under clause 21.03 where:
- (a) due to a medical condition arising from the employee's pregnancy, the employee is unable to give the required notice; and
 - (b) within two weeks after the employee ceases to work, the employee provides her employer with a medical certificate stating that the employee was not able to perform the duties of her employment because of a medical condition arising from the employee's pregnancy and stating the estimated date on which, in the opinion of a qualified medical practitioner or nurse, delivery will occur or the actual date of delivery.
- 21.08 An employee who does not request pregnancy leave in accordance with paragraph 21.03 (b) and to who subsection (1) does not apply but who has been employed by an employer for the prescribed length of time is entitled to pregnancy leave of six consecutive weeks, without pay, where the employee provides the employer with a medical certificate stating that the employee has given birth on a specified day.
- 21.09 Clause 21.06 applies to an employee referred to in Clause 21.04
- 21.10 The Labour Standards Officer may, at the request of an employer, require an employee to commence pregnancy leave where, in the opinion of the Labour Standards Officer, the duties of the employee cannot reasonably be performed because of the pregnancy.
- 21.11 The Labour Standards Officer shall, before requiring an employee to commence pregnancy leave under Clause 21.03, consider:
- (a) the nature of the industrial establishment;
 - (b) the conditions of employment of the industrial establishment;
 - (c) the welfare of the employees in the industrial establishment; and
 - (d) any medical information respecting the employee provided to the Labour Standards Officer by a qualified medical practitioner with the consent of the employee.
- 21.12 The employee affected by 21.11 shall continue the pregnancy leave until:
- (a) the Labour Standards Officer is satisfied that the employee is able to perform her duties; or

- (b) the pregnancy is terminated.
- 21.13 An employee is entitled to parental leave of 37 consecutive weeks, without pay where the employee:
- (a) has been employed by an employer for the prescribed length of time;
 - (b) submits to the employer a written request for parental leave at least four weeks before the day on which the employee intends to commence the leave; and
 - (c) will remain at home to care for a newborn child of the employee or a child who the employee has recently adopted or with respect to whom the employee has commenced adoption proceedings.
- 21.14 Where an employee has recently adopted more than one child or has commenced adoption proceedings with respect to more than one child and the children arrived at the employee's home at the same time or substantially the same time, the children are deemed to be a single child for the purposes of this section.
- 21.15 Parental leave must be taken within the period commencing on the day of birth of the new-born child or the day on which the child arrives at the employee's home, as the case may be, and ending one year after that day.
- 21.16 Where an employee plans to adopt more than one child and the children arrive at the employee's home at substantially the same time, the employee is entitled to parental leave for the period commencing on the day the first child so arrives and ending one year after the day on which the last child so arrives.
- 21.17 Where an employee takes parental leave in addition to pregnancy leave, the employee must commence the parental leave on the day the child arrives at the employee's home unless the employee and the employer otherwise agree.
- 21.18 An employee who is on parental leave may, with the consent of his or her employer, resume employment before the expiration of the leave.
- 21.19 An employee who does not request parental leave in accordance with paragraph 21.13 (b) but who is otherwise entitled to parental leave is entitled to parental leave under section 21.13 where:
- (a) the child who the employee has adopted or with respect to whom the employee has commenced adoption proceedings arrives at the employee's home sooner than expected; and
 - (b) the employee requests parental leave.
- 21.20 An employee who does not request parental leave in accordance with Clause 21.13 (b) and to whom 21.19 does not apply but who is otherwise entitled to parental leave of six consecutive weeks, without pay, where the employee requests parental leave.
- 21.21 Subsections 21.15 to 21.18 apply to an employee referred to in 21.20.

- 21.22 Where an employee resumes employment on the expiration of the pregnancy leave or parental leave granted under this Part, the employer shall reinstate the employee in the position the employee occupied on the day the leave commenced or in a comparable position, at not less than the wages, benefits and seniority that had accrued to the employee on the day the leave commenced, and with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken.
- 21.23 An employer who has suspended operations during the pregnancy leave or parental leave granted under this Part and has not resumed operations on the expiration of the leave shall not, on resumption of operations, refuse to reinstate the employee or otherwise refuse to comply with section 21.22 because the employee has taken the leave.
- 21.24 No employer shall change a condition of employment of an employee without the written consent of the employee or terminate the employment of an employee because of the employee's pregnancy or because the employee has requested, is on or has taken the pregnancy leave to which the employee is entitled under this Article.
- 21.25 No employer shall change a condition of employment of the employee without the written consent of the employee or terminate the employment of the employee because the employee has requested, is on or has taken parental leave to which the employee is entitled under this Article.
- 21.26 The onus is on the employer to establish that a contravention of section 21.22 to 21.25 is not because of the employee's pregnancy, where the employee is pregnant, or because the employee has requested, is on or has, within the 12 month period prior to the contravention, taken pregnancy leave or parental leave.
- 21.27 The total amount of parental and pregnancy leave that may be taken by an employee, or by an employee couple, shall be 52 weeks.

Emergency Leave

- 21.28 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.

Personal Leave Without Pay

- 21.29 The Employer may grant leave without pay for a period of up to six (6) months, at the request in writing of an employee. Subject to operational requirements and the approval of the Board of Directors this time may be extended.

ARTICLE 22 **COMPASSIONATE CARE LEAVE WITHOUT PAY**

- 22.01 The Employer shall grant an employee up to eight (8) weeks of compassionate care leave without pay to allow for 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*.

ARTICLE 23
SUBSISTENCE HARVESTING LEAVE

23.01 Subject to operation requirements, with at least four (4) hours advance notice to the Manager, the Employer may grant vacation leave (if vacation leave credits are available) or lieu time (if lieu time is available) to an employee, twice per fiscal year, to a maximum of five (5) days per fiscal year, to allow the employee to pursue subsistence harvesting pursuits.

Subject to operation requirements, if an employee has no vacation leave credits or lieu time, the Employer may, with at least four (4) hours advance notice to the Manager grant leave without pay to an employee, twice per fiscal year, to a maximum of five (5) days per fiscal year, to allow the employee to pursue subsistence harvesting pursuits.

ARTICLE 24
HOURS OF WORK - GENERAL

24.01 Regular hours of work for office staff shall be from 8:30 a.m. to 5:00 p.m., exclusive of a one (1) hour meal period, Monday to Friday. Regular hours of work for maintenance staff shall be from 8:00 a.m. to 5:00 p.m., exclusive of a one (1) hour meal period, Monday to Friday.

24.02 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/herself from his/her place of work during such rest periods.

24.03 The Employer will make every effort to schedule the one hour meal period at 12:00 hours.

Adjusted Work Week

24.04 Upon mutual agreement between the Employee and the Employer, hours of work may vary from the regular hours (7.5 or 8) or weekly (37.5 or 40) hours as follows:

(a) Over a period of 28 calendar days, the employee must work or be on approved leave or a designated paid holiday for a period equal to four times the standard weekly hours; and

(b) There must be no increase in cost to the Employer and no decrease in productivity due to the selection of hours; and

(c) A schedule of hours of work for the adjusted work week will be agreed by the employee and the employee's supervisor. An employee who works in excess or outside of the scheduled hours established shall be compensated in accordance with the overtime provisions of this collective agreement; and

(d) The hours of work may not be varied for the purpose of avoiding payment of overtime to individual employees.

- (e) This arrangement may be terminated at any time, by either the employee or the Employer.

ARTICLE 25
OVERTIME

25.01 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.

| 25.01 An employee who is required to work overtime shall be paid overtime compensation for each fifteen (15) minutes of overtime worked by him subject to a minimum payment of one half ($\frac{1}{2}$) hour at the overtime rate.

| 25.02 Employees shall record starting and finishing times of overtime worked on a form determined by the Employer.

| 25.03 The Employer shall make every reasonable effort:

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

| 25.04 Except in emergency situations an employee may, for cause, refuse to work overtime providing the employee puts his reasons for doing so in writing.

| 25.05 An employee who is requested to work overtime shall be entitled to a minimum of one half hour's pay at the appropriate rate described below in 25.07.

| 25.06 Overtime work shall be compensated as follows:

- (a) at time and one-half ($1\frac{1}{2}$) for all hours except as provided in Clause 25.07(b);
- (b) at double time (2X) for all hours of overtime worked after the first four (4) consecutive hours of overtime and double time (2X) for all hours worked on Sundays and Designated Paid Holidays.
- (c) In lieu of (a) and (b) above, with the Employer's agreement, the employee may accumulate up to a maximum of eighty (80) hours leave with pay to be taken at a time mutually agreeable to the Employer and the employee. Compensatory leave not used by the employee at the end of March of each year may be carried over by the employee into the next fiscal year or paid out in cash if the employee so requests.

ARTICLE 26
PAY

- 26.01 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".
- 26.02 Employees shall be paid on a bi-weekly basis with pay days being every second Friday, with two (2) days hold back.
- 26.03 Where cheques are distributed to employees at their place of work, they shall first have been placed in sealed envelopes. These cheques shall be distributed no later than 10.00 a.m.
- 26.04 Employees who have earned overtime compensation or any other extra allowances in addition to their regular pay, shall receive such remuneration in the four (4) weeks following the day when such compensation was earned.
- 26.05 When overtime compensation is paid, the pay statement shall indicate the pay periods, rate of overtime, and the number of overtime hours.

Acting Pay

- 26.06 When an employee is designated, in writing, by the Employer to perform the duties of a higher classification level on an acting basis, he/she shall be paid acting pay calculated at a rate of ten percent (10%) over his current classification level.

Salary Increases

- 26.07 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.
- 26.08 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.

Recovery for Overpayment

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

ARTICLE 27
REPORTING PAY

- 27.01 If an employee reports to work on his regular work day and there is insufficient or no work available he is entitled to one (1) hour pay at the straight time rate.

- 27.02 If an employee is directed to report for work on a day of rest or on a designated paid holiday, and there is insufficient work available, he shall be entitled to one (1) hour of work at the appropriate overtime rate. When no work is available, he shall receive compensation to one (1) hour pay at the appropriate overtime rate.
- 27.03 If an employee is directed to report for work outside his regularly scheduled hours, he is entitled to receive the greater of:
- (a) compensation at the appropriate overtime rate; or
 - (b) compensation equivalent to one (1) hours pay at the straight time rate, which ever is greater.

ARTICLE 28
CALL-BACK PAY

- 28.01 When an employee is recalled to a place of work for a specific duty, he shall be paid the greater of:
- (a) compensation at the appropriate overtime rate; or
 - (b) compensation equivalent to four (4) hours pay at the straight-time rate.

ARTICLE 29
TECHNOLOGICAL CHANGE

- 29.01 Both parties recognize the overall advantages of technological change. Both parties will therefore encourage and promote technological change and improvements.
- 29.02 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 four (4) 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.
- 29.03 In cases where employees may require retraining the Employer will make every reasonable effort to offer training courses.

ARTICLE 30
PAY FOR TRAVEL ON BEHALF OF EMPLOYER

- 30.01 Where an employee is required to travel on behalf of the Employer, he shall be paid:
- (a) when the travel occurs on a regular work day, as though he were at work for all hours traveled;

(b) when the travel occurs on a day of rest or designated paid holiday, at the applicable overtime rate for all hours traveled.

30.02 An employee who is authorized to travel on Employer business will be reimbursed for reasonable expenses.

ARTICLE 31 **LAY-OFF AND JOB SECURITY**

31.01 The Employer 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, lack of funding or discontinuance of a function. When lay-offs are necessary, they shall be made on the basis of reverse order of seniority and classification of work.

31.02 In order to minimize the adverse effects of lay-off, the Employer will provide retraining when practicable.

31.03 A person ceases to be a lay-off if he is not appointed to a position within twelve (12) months from the date on which he became a lay-off.

31.04 Before an employee is laid off:

(a) each such employee shall be given three (3) months notice in writing of the effective date of his lay-off or pay in lieu thereof;

(b) every employee subject to lay-off shall during the three (3) months period of notice, be granted reasonable leave with pay for the purpose of being interviewed and examined by a prospective employer and to such additional leave with pay for the employee to travel to and from the place where his presence is so required.

31.05 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.

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

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

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

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

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

31.09 The employee shall return to work within ten (10) working days of receipt of notice of recall, unless, on reasonable grounds, he is unable to do so.

Cooling off Period - 2 Working Days

- 31.10 An employee who willfully terminates his employment as a result of a misunderstanding or argument shall be allowed to return to work and remain employed if he does so within two (2) working days. Should the Employer refuse to allow the employee to return to work, the termination shall be considered as a discharge, effective the date that the employee sought to return to work, and may be grieved as a discharge. The benefit of the cooling off period shall only apply once per fiscal year.

ARTICLE 32
JOB DESCRIPTION

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

ARTICLE 33
EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

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

ARTICLE 34
CLASSIFICATION

- 34.01 During the term of this Agreement, if a new or revised classification standard is implemented by the Employer, the Employer shall, before applying the new or revised classification standard, negotiate with the Union the rates of pay and the rules affecting the pay of employees for the classification affected. If the parties fail to reach agreement within sixty (60) days from the date on which the Employer submits the new or revised standard to the Union, the Employer may apply the new rates of pay and the Union may refer the matter to arbitration. The arbitrator's decision will be retroactive to the date of application of the new rates.
- 34.02 Where an employee believes that he has been improperly classified with respect to his position or category, group and level, he shall discuss his classification with his immediate supervisor and, on request, be provided with a copy of his Job Description before he files a grievance under Article 33 - Adjustment of Disputes.

ARTICLE 35
ADJUSTMENT OF DISPUTES

- 35.01 The Employer and the Union recognize that grievances may arise in each of the following circumstances:
- (a) by the interpretation or application of:
 - (i) a provision of a regulation, direction or other instrument made or issued by the Employer dealing with terms or conditions of employment; or
 - (ii) a provision of this Collective Agreement or Arbitral Award; and
 - (b) disciplinary action resulting in demotion, suspension, or a financial penalty;
 - (c) dismissal from the Employer.
- 35.02 The procedure for the final resolution of the grievances listed in section 35.01 above is arbitration.
- 35.03 If he so desires, an employee may be assisted and represented by the Union when presenting a grievance at any level.
- 35.04 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 Employer Manager who shall forthwith:
- (a) forward the grievance to the representative of the Employer 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.

- 35.05 A grievance of an employee or the Union shall not be deemed to be invalid by reason only of the fact it is not in accordance with the form supplied by the Employer.
- 35.06 Except as otherwise provided in this Agreement a grievance shall be processed by recourse to the following steps:
- (a) First Level (Manager);
 - (b) Second Level (Board of Directors);
 - (c) Final Level (Arbitration)
- 35.07 The Union shall have the right to consult with the Manager with respect to a grievance at each or any level of the grievance procedure.
- 35.08 An employee may present a grievance to the first level of the procedure in the manner prescribed in Clause 35.04 within twenty-five (25) calendar days.
- 35.09 The Employer shall reply in writing to a grievance within fourteen (14) calendar days at the level 1, within thirty (30) calendar days at level 2.
- 35.10 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 griever, within fourteen (14) calendar days after that decision or settlement has been conveyed in writing to him by the Employer; or
 - (b) where the Employer has not conveyed a decision to the griever within the time prescribed in Clause 35.09 within fourteen (14) calendar days after the day the reply was due.
- 35.11 Where an employee has been represented by the Union in the presentation of his grievance, the Employer will provide the appropriate representative of the Union with a copy of the Employer's decision at the same time that the Employer's decision is conveyed to the employee.
- 35.12 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 Final Level.
- 35.13 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.
- 35.14 An employee shall have the right to present a grievance on matters relating to the application or interpretation of this Agreement provided he first obtains the authorization of the Union prior to presenting such grievance.
- 35.15 An employee may, by written notice to the Manager, withdraw a grievance provided that, where the grievance is one arising out of the application or interpretation of this Agreement his withdrawal has the endorsement, in writing, of the Union.

- 35.16 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.
- 35.17 The Employer shall present its grievances directly to the President of the Union.
- 35.18 The time limits stipulated in this Article may be extended by mutual agreement between the Employer and the employee, and where appropriate, the Union representative.
- 35.19 No proceedings under this Article are invalid by reason of any defect of form or any technical irregularity.

Arbitration

- 35.20 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement including any question as to whether a matter is arbitrable, or where an allegation is made that a term or condition of this Agreement has been violated, either of the parties may, after exhausting the grievance procedure in this Article, notify the other party in writing within twenty-one (21) days of the receipt of the reply at the Final Level, of his desire to submit the difference or allegation to arbitration.
- 35.21 The parties agree that arbitration referred to in 34.20 shall be by a single arbitrator.
- 35.22 If an arbitrator selected by mutual agreement of the parties is not available for a hearing date within the thirty (30) days of the date on which notification by either to submit the difference to the arbitrator was made another name will be selected until an arbitrator is found to hear the parties within the above mention thirty (30) day period. Such time limits may be extended by mutual agreement.
- 35.23 In the event that the Employer and the Union are unable to agree upon the selection of the Arbitrator, the Minister responsible for the *Canada Labour Code* shall be requested to appoint an Arbitrator, and it is agreed that the Arbitrator so appointed shall act as the single Arbitrator.
- 35.24 The arbitrator has all of the powers granted to arbitrators under the *Canada Labour Code* in addition to any powers which are contained in this Agreement.
- 35.25 The arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it.
- 35.26 The award of the arbitrator shall be signed by him and copies thereof shall be transmitted to the parties to the dispute.
- 35.27 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.

- 35.28 The Employer 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.
- 35.29 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.
- 35.30 In addition to the powers granted to arbitrators under the *Canada Labour Code, Part I*, the arbitrator may determine that the employee has been dismissed for other than proper cause and he may:
- (a) direct the Employer to reinstate the employee and pay to the employee a sum equal to his wages lost by reason of his dismissal, or such less sum as in the opinion of the Arbitrator is fair and reasonable; or
 - (b) make such order as he considers fair and reasonable having regard to the terms of this Agreement.

ARTICLE 36 **CONTRACTING OUT**

- 36.01 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.

ARTICLE 37 **SAFETY AND HEALTH**

- 37.01 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 38 **SHORT TERM LEAVE FOR TRAINING PURPOSES**

- 38.01 Leave without pay to take advanced or supplementary professional or technical training of less than one academic year may be granted to employees upon the recommendation of the Manager and with the approval of the Employer.
- 38.02 Such leave shall be based on an appraisal of the present and future job requirements and the qualifications of the employee applying therefore and shall be granted only to meet the identified needs:
- (a) Full or partial financial assistance in respect of salary, tuition, 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 his field of work, or 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 Employer for a period equivalent to the leave to a maximum of six (6) months.
- | 38.03 Where a request for leave under Clause 41.01 and 41.02 has been submitted by an employee, the Employer shall, within a reasonable period from the date of the employee's submission, advise the employee whether his request has been approved or denied.

ARTICLE 39 **TRADES**

Application

- 39.01 The provisions of this Article shall apply to all maintenance employees.

Trades Certification

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

Wash-up Time

- 39.03 Maintenance employees shall be permitted paid wash-up time to a maximum of ten (10) minutes at the conclusion of each work day. In unusual circumstances this period may be extended by the employee's supervisor to a maximum of twenty (20) minutes.

Work Clothing And Protective Equipment

- 39.04 The Employer shall agree to supply the following articles when they are required by the Employer or the Workers' Compensation Board:
- (a) Hard hats
 - (b) Aprons
 - (c) Welding goggles

- (d) Dust protection
- (e) Eye protection, except prescription lenses
- (f) Ear protection

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

- (a) Hard hats
- (b) Aprons
- (c) Welding goggles
- (d) Dust protection
- (e) Eye protection, including safety prescription glasses
- (f) Ear protection

39.06 An annual allowance of five hundred (\$500.00) dollars will be provided to all maintenance employees, except term employees, who have completed their probationary period for the purpose of CSA approved safety footwear and personal protective equipment workwear, including gloves and coveralls. The employee must provide a receipt to be eligible for reimbursement.

Compensation For Tools And Equipment

39.07 When an employee, including an apprentice, presents a worn out or broken tool which he uses in the regular performance of his work to the Manager, the Employer (except where the tool has been broken as a result of employee negligence) the Employer agrees to replace the tool with a tool of similar quality. The Employer shall not spend more than one thousand dollars (\$1000.00) per year on tool replacement for employees. In situations where highly specialized tools not normally associated with a journeyman's tool kit are required, they will be provided by the Employer, who will retain ownership of them. The Employer shall assist employees in the purchase of tools and equipment used in the performance of their duties by purchasing such tools in the Employer name and selling them to the employee at the employer's cost price.

Adverse Weather Conditions

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

ARTICLE 40 **APPRENTICES**

40.01 The following are agreed upon terms and conditions of employment for employees engaged as Apprentices by the Employer:

- (a) The Apprenticeship, Trades and Occupational Certification Act and pursuant Regulations shall apply to all Apprentices employed by the Employer. A copy of the current Regulations shall be supplied to the apprentice upon appointment.
- (b) The recognized Apprenticeship Training Programs shall be those listed in the "Trades Designation Order" pursuant to the Apprenticeship, Trades and Occupational Certification Act.

(c) Pay increases shall not be automatic but will be based upon levels of certification issued by the Apprentices Branch and shall be effective from the date of certification.

(d) Apprentice rates will be based on a percentage of the appropriate journeyman rate as follows:

Four Year Training Programs

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

Three Year Training Programs

Year 1	60%
Year 2	70%
Year 3	80%

(e) The Employer will pay the apprentice while attending trade courses One Hundred percent (100%) of his regular wages.

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

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

ARTICLE 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 Clause 2.01(w). During the probationary period, the employee shall be entitled to all rights and benefits of this agreement, except the right to grieve the rejection on probation.

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.

ARTICLE 42
VACANCIES, JOB POSTINGS, 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 four (4) full working days on the Union notice board. An employee desiring a position must make application in writing to the Manager within two (2) working days of the last day of posting.
- 42.02 Seniority shall be the governing factor in determining promotions, demotions, order of lay-off and order of recall, and filling of jobs after posting, providing that the most senior employee possesses the required qualification and ability to perform the normal requirements of the job.
- 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 his consent. If an employee is transferred to a position outside the bargaining unit, he shall retain his seniority accumulated up to the date of leaving the unit, but will not accumulate further seniority. Such employee shall have the right to return to a position in the bargaining unit consistent with his seniority accumulated up to the date of transfer outside the unit.
- 42.05 No employee shall be transferred to another position within the bargaining unit without his consent. If an employee is transferred to another position, he shall have the right to return to his former position within 60 days, and any other employee affected by the transfer shall be returned to his former position, without loss of wages or seniority.
- 42.06 New employees shall not be hired when there are permanent employees on lay-off qualified to perform the job.

ARTICLE 43
STANDBY

- 43.01 Effective January 31, 2008, 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 twelve (\$12.00) dollars for each eight (8) consecutive hours or portion thereof that he/she is on standby, except on his days of rest and designated paid holidays.
- Effective January 31, 2008, for any period of standby on a day of rest or a designated paid holiday, he shall be paid fifteen (\$15.00) dollars.
- 43.02 An employee designated by letter or by list for standby duty shall be available during his period of standby at a known telephone number and be available to return for duty as quickly as possible if called. In designating employees for standby the Employer will endeavour to provide for the equitable distribution of standby duties among readily available, qualified employees who are normally required, in their regular duties, to perform that work.
- 43.03 No standby payment shall be granted if an employee is unable to report for duty when required.

43.04 An employee on standby who is required to report for work shall be paid, in addition to the standby pay, the appropriate overtime rate for all hours worked, subject to a minimum payment of four (4) hours pay at the straight time rate except that this call back payment shall only apply once during each standby shift or portion thereof.

43.05 For the purpose of the article standby shifts shall be defined as:

- (a) Shift 1 - 00:01 - 8:00 hours
- (b) Shift 2 - 8:00 - 16:00 hours
- (c) Shift 3 - 16:00 - 24:00 hours

ARTICLE 44 **HOUSING SUBSIDY**

44.01 All permanent full-time employees shall receive a cash subsidy of four hundred and fifty dollars (450.00) per month housing allowance.

44.02 February 1, 2008 employees paying their own utilities shall receive an additional household allowance of one hundred and fifty (\$150.00) dollars per month.

ARTICLE 45 **CIVIL LIABILITY**

45.01 If an action or proceeding is brought against any employee or former employee covered by this Agreement for an alleged tort committed by him in the performance of his duties, then:

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

ARTICLE 46
SUSPENSION AND DISCIPLINE

- 46.01 If the Employer chooses to discipline an employee at a meeting, the Employer will notify the employee of his right to have a Union Representative present. The reasons for the discipline shall be provided to the employee in sufficient detail that the employee may defend himself against it.
- 46.02 The Employer shall notify the appropriate Union Representative when discipline occurs.
- 46.03 In any case of written discipline, when an employee or the Union requests a meeting, the Labour/Management committee shall meet to review the disciplinary action and shall attempt to resolve the matter within four (4) days of the disciplinary action.

ARTICLE 47
LABOUR/MANAGEMENT COMMITTEE

- 47.01 A Labour/Management Committee will be formed to consult on matters of safety and health, the Employee Assistance Program, and other matters of mutual interest.
- 47.02 The Labour/Management Committee shall be comprised of equal representation of the Union and the Employer, with each party choosing their respective representatives.
- 47.03 The Committee will meet at any time at the request of either party in writing. The meeting will take place at a time and location mutually agreeable to both parties. The role of Chairman shall alternate between the Employer and the Union.
- 47.04 In matters of safety and health, the Committee will follow the following provisions:
- (a) The Employer shall post the names of the Committee members in a prominent place.
 - (b) Committee members shall perform the necessary duties of investigating, identifying and seeking to remedy hazards at the workplace, and shall do so without loss of pay or fear of reprisal.
 - (c) The Employer shall ensure that employees can obtain the assistance of a first aid attendant easily and rapidly in the workplace.
 - (d) The Employer shall ensure that first aid kits are provided and are readily accessible at all times. Said first aid kits shall be kept well stocked at all times.
 - (e) The Employer will encourage employees to take first aid courses and will cost share with the employees the costs of such courses and also the costs of refresher courses required to maintain the validity of a certificate. Employees taking first aid training shall be granted leave with pay for the duration of the courses.

- (f) The Committee is to consider various alternatives for ensuring that an injured employee receives the appropriate medical transportation to the nearest medical facility and which agency is to bear such costs.
- (g) Where the Employer requires an employee to undergo an occupational health examination by a qualified practitioner, the examination will be conducted at no expense to the employee.
- (h) An employee will be granted leave with pay to attend the examination.

Workplace Environmental Protection

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

Toxic Hazardous Substances

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

Protective Clothing and Equipment

- (k) The Employer shall ensure that all protective devices, clothing and other equipment necessary to properly protect employees from injury and unhealthy conditions are provided and maintained at no cost to the employee.

Protective Rights of Pregnant Workers

- (l) A pregnant worker who furnishes to the Employer a medical certificate attesting that the working conditions may be physically dangerous to her unborn child, or to herself by reason of her pregnancy, may request to be assigned to other duties for the duration of her pregnancy. This request shall be granted by the Employer and the assignment shall be without loss of pay or benefits.

The Right to Know Hazard Identification

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

Information and Investigations Concerning Health Hazards and Work Injuries.

- (n) The Employer and the Committee shall conduct such investigations as may be necessary to determine the circumstances surrounding work injuries and health hazards arising in the workplace, including third party premises.

Provision of Legislation or Employer's Policies

- (o) The Employer shall make available a copy of the Safety Act and regulations.

Right to Refuse Dangerous Work

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

Employee Assistance Program

- 47.05 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.

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

- (a) That alcohol and drug addictions are medical disorders, and
- (b) That an employee should be encouraged to remedy a disorder due to an addiction, and

(c) That benefits normally extended to employees during the time of illness shall be extended to an employee suffering from an addiction at such a time that he or she seeks to correct this disorder, and

(d) That the decision to undertake treatment is the responsibility of the employee, and

(e) That the decision to seek treatment will not affect job security.

Other Matters

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

ARTICLE 48
ULTIMATE REMOVAL ASSISTANCE

48.01 An employee who terminates his employment with the Employer and certifies his intention of leaving the Northwest Territories or moving to another settlement within the Northwest Territories, will be entitled to Ultimate Removal Assistance, as outlined in this Article, provided that their move is not being paid by a third party.

Eligibility

48.02 All employees who were entitled to full removal assistance at the time of hire, may retain their entitlement of removal to their normal place of residence prior to being posted north.

Entitlement - Length of Service

48.03 The percentage of approved expenses paid vary with the length of continuous employment with the Employer as follows:

<u>Length of Service</u>	<u>Entitlement</u>
less than 2 yrs.	none
2 yrs. but less than 3	50% of approved costs
3 yrs. but less than 4	75% of approved cost
over 4 yrs.	100% of approved cost.

(a year of service is the twelve (12) month period to the anniversary date of initial appointment.)

Laid off employees shall be eligible for 100% ultimate removal regardless of length of service.

The dependants of a deceased employee shall be eligible for 100% ultimate removal regardless of length of service (including the costs of shipping the body).

Personal Travel

48.04 In addition to shipment of effects, ultimate removal also covers reasonable travel expenses of the employee and his dependants, as follows:

- (a) travel by commercial carrier to "eligible destination".
- (b) accommodation and meal costs.
- (c) for travel by means other than air, the equivalent of economy airfare; no additional travel expenses for stopovers will be paid.

48.05 This article applies only to employees hired before September 22, 1998.

ARTICLE 49
BENEFIT PLANS

CEBA

49.01 Employees shall be eligible for the following Northern Employers Benefit Services benefits:

- (a) life insurance;
- (b) accidental death and dismemberment;
- (c) dependent life insurance;
- (d) long term disability;
- (e) short term disability;
- (f) dental;
- (g) extended health.

All issues surrounding premiums, benefits and enrolment shall be determined by the plan providers.

RRSP

49.02 The Employer shall deduct and match - three and one-half percent (3½ %) of the employee's gross earned income and shall deposit the amount, on a monthly basis, to an RRSP of the employee's choice.

Effective January 1, 2004 increase amount of contribution to 4.0%
Effective October 1, 2004 increase amount of contribution to 4.5%

ARTICLE 50
HARASSMENT

50.01 Every employee of Employer can be expected to be treated fairly in the work place in an environment free of discrimination and personal or sexual harassment. Any behaviour which denies individuals their dignity and respect is offensive, embarrassing, humiliating and will not be tolerated. Harassment of another employee or of a public service client in the carrying out of duties or in the provision of services, facilities and accommodations constitutes a disciplinary infraction and will be dealt with severely. The use of authority or position to intimidate, coerce or harass is strictly forbidden. All complaints will be handled in an expedient and confidential manner.

ARTICLE 51
SETTLEMENT ALLOWANCE

51.01 All permanent and term full-time employees shall be entitled to receive Settlement Allowance. Settlement Allowance shall be based on an annual amount of \$6,415.00. This 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 of work 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.

ARTICLE 52
SOCIAL JUSTICE FUND

52.01 The Employer shall contribute one cent (.01) per regular hour worked to the PSAC Social Justice Fund and such contribution will be made for all hours worked by each employee in the bargaining unit, commencing on the date that the PSAC Social Justice Fund receives charitable status from the Canada Customs and Revenue Agency. Contributions to the Fund will be made quarterly, in the middle of the month immediately following completion of each fiscal quarter 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.

ARTICLE 53
RE-OPENER OF AGREEMENT AND MUTUAL DISCUSSIONS

Re-opener of Agreement

53.01 This Agreement may be amended by mutual consent.

Mutual Discussions

53.02 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 54
DURATION AND RENEWAL

- 54.01 The term of this Agreement shall be from October 1, 2006 until September 30, 2010. The provisions of this Agreement shall come into effect on the date of ratification, except as otherwise provided.
- 54.02 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, or until the provisions of Section 89 of the *Canada Labour Code* have been complied with.
- 54.03 Within four months preceding the termination of the Agreement, either party may, by written notice, require the other party to commence bargaining collectively with a view to the conclusion, renewal or revision of the Collective Agreement in accordance with subsection 1 of Section 49 of the *Canada Labour Code, Part I*.
- 54.04 Where notice to commence collective bargaining has been given under Clause 54.03, the Employer shall not, without consent of the Union, 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 1*, or until the provisions of Section 89 of the *Canada Labour Code* have been complied with.

Signed this ____ day of _____, 2008.

On behalf of the Tuktoyaktuk Housing

On behalf of the Public Service Alliance of Canada

Veryl Gruben
Housing Manager

Desmond Gruben
Committee Member

Glenn Tait
Negotiator

John Noksanak
Committee Member

Nancy Debrececi
Negotiator
Public Service Alliance of Canada

Steve Petersen
Regional Representative
Public Service Alliance of Canada

Jean-François Des Lauriers
Regional Executive Vice President
(North)
Public Service Alliance of Canada

APPENDIX "A"

TENANT RELATIONS OFFICER

Required minimum qualifications - three years work related experience or equivalent, 100%

Under fill less than required minimum qualifications. Less than three (3) years work related experience or equivalent, 80%

CLERK TYPIST

Required minimum qualifications - Grade 10 with Grade 10 Typing and Clerical/Office skills, 100%

Under fill less than required minimum qualifications or in the position of Clerk Typist Assistant or Bookkeeper Assistant, 80%.

Hiring of under fills must have written approval of the District Manager, NWT Housing Corporation.

RATES OF PAYEffective October 1, 2006**ADMINISTRATION**

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Tenant Relations Officer	100%	25.78	26.59	27.41	27.69	27.96	28.23
	80%	20.62	21.27	21.92	22.15	22.37	22.58
Data Entry Clerk/Secretary	100%	18.95	19.48	20.07	20.66	20.88	21.08
	80%	15.16	15.58	16.05	16.53	16.71	16.87

MAINTENANCE

	Step 1	Step 2	Step 3
Housing Maintenance Serviceman	26.21	27.04	27.91
Painter	27.28	28.09	28.92
Oil Burner Mechanic/Warehouseman	28.92	29.79	30.78
Carpenter	29.79	30.78	31.86
Plumber/Electrician	30.09	31.61	32.70

Effective October 1, 2007**ADMINISTRATION**

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Tenant Relations Officer	100%	26.55	27.39	28.23	28.52	28.80	29.08
	80%	21.24	21.91	22.58	22.81	23.04	23.26
Data Entry Clerk/Secretary	100%	19.52	20.06	20.67	21.28	21.51	21.72
	80%	15.61	16.05	16.53	17.03	17.21	17.38

MAINTENANCE

	Step 1	Step 2	Step 3
Housing Maintenance Serviceman	27.00	27.85	28.75
Painter	28.09	28.93	29.78
Oil Burner Mechanic/Warehouseman	29.78	30.68	31.70
Carpenter	30.68	31.70	32.81
Plumber/Electrician	31.00	32.56	33.68

Pay Note:

If an Employee's performance is satisfactory, the Employee shall move up one step to the maximum of the Employee's classification on the Employee's anniversary date each year.

Satisfactory performance shall be determined by the annual performance review under Article 31.

Effective October 1, 2008**ADMINISTRATION**

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Tenant Relations Officer	100%	27.35	28.21	29.08	29.37	29.66	29.95
	80%	21.88	22.56	23.26	23.50	23.73	23.96
Data Entry Clerk/Secretary	100%	20.11	20.66	21.29	21.92	22.15	22.37
	80%	16.08	16.53	17.03	17.54	17.72	17.90

MAINTENANCE

	Step 1	Step 2	Step 3
Housing Maintenance Serviceman	27.81	28.69	29.61
Painter	28.94	29.80	30.68
Oil Burner Mechanic/Warehouseman	30.68	31.60	32.66
Carpenter	31.60	32.66	33.80
Plumber/Electrician	31.93	33.54	34.69

Effective October 1, 2009**ADMINISTRATION**

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Tenant Relations Officer	100%	28.44	29.34	30.24	30.55	30.85	31.15
	80%	22.75	23.47	24.19	24.44	24.68	24.91
Data Entry Clerk/Secretary	100%	20.91	21.49	22.14	22.80	23.04	23.26
	80%	16.73	17.19	17.71	18.24	18.43	18.61

MAINTENANCE

	Step 1	Step 2	Step 3
Housing Maintenance Serviceman	28.92	29.83	30.79
Painter	30.09	30.99	31.90
Oil Burner Mechanic/Warehouseman	31.90	32.86	33.96
Carpenter	32.86	33.96	35.15
Plumber/Electrician	33.20	34.88	36.08

Pay Note:

If an Employee's performance is satisfactory, the Employee shall move up one step to the maximum of the Employee's classification on the Employee's anniversary date each year.

Satisfactory performance shall be determined by the annual performance review under Article 31.