

**COLLECTIVE AGREEMENT**

BETWEEN:

**YELLOWKNIFE HOUSING AUTHORITY**

(hereinafter referred to as the “**Employer**”)

AND

**PUBLIC SERVICE ALLIANCE OF CANADA**

**AS REPRESENTED BY ITS COMPONENT  
THE UNION OF NORTHERN WORKERS**

(hereinafter referred to as the “**Union**”)

FROM: April 01, 2023  
TO: March 31, 2027

Union of Northern Workers’  
Suite 200, 5112-52nd Street  
Yellowknife, NT X1A 3Z5

Yellowknife Housing Authority  
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## Numerical Index

ARTICLE 1 - PURPOSE OF AGREEMENT .....	4
ARTICLE 2 - INTERPRETATION AND DEFINITIONS .....	4
ARTICLE 3 - RECOGNITION .....	6
ARTICLE 4 - APPLICATION .....	7
ARTICLE 5 - FUTURE LEGISLATION .....	8
ARTICLE 6 - MANAGERIAL RESPONSIBILITIES .....	8
ARTICLE 7 - LABOUR MANAGEMENT COMMITTEE .....	8
ARTICLE 8 - UNION ACCESS TO EMPLOYER PREMISES .....	8
ARTICLE 9 - APPOINTMENT OF REPRESENTATIVES .....	9
ARTICLE 10 - TIME-OFF FOR UNION BUSINESS .....	9
ARTICLE 11 - MEMBERSHIP FEES .....	10
ARTICLE 12 - INFORMATION .....	10
ARTICLE 13 - SENIORITY .....	11
ARTICLE 14 - PROVISION OF BULLETIN BOARD SPACE AND OTHER FACILITIES .....	12
ARTICLE 15 - DESIGNATED HOLIDAYS .....	12
ARTICLE 16 - LEAVE - GENERAL .....	13
ARTICLE 17 - VACATIONS .....	13
ARTICLE 18 - SPECIAL LEAVE .....	16
ARTICLE 19 - SICKNESS BENEFITS .....	18
ARTICLE 20 - OTHER TYPES OF LEAVE .....	19
ARTICLE 21 - HOURS OF WORK .....	22
ARTICLE 22 - OVERTIME .....	23
ARTICLE 23 - PAY .....	23
ARTICLE 24 - PAY FOR TRAVEL ON BEHALF OF EMPLOYER .....	24
ARTICLE 25 - LAY-OFF AND JOB SECURITY .....	24
ARTICLE 26 - EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES .....	26
ARTICLE 27 - CLASSIFICATION .....	26
ARTICLE 28 - ADJUSTMENT OF DISPUTES .....	26
ARTICLE 29 - SAFETY AND HEALTH .....	28
ARTICLE 30 - UNIFORM CLOTHING ISSUE .....	29
ARTICLE 31 - EDUCATION LEAVE .....	29
ARTICLE 32 - EDUCATIONAL REFUND PLAN .....	30
ARTICLE 33 - SUSPENSION AND DISCIPLINE .....	30
ARTICLE 34 - VACANCIES, JOB POSTING, PROMOTIONS, AND TRANSFERS .....	30
ARTICLE 35 - PRESENT CONDITIONS AND BENEFITS .....	31
ARTICLE 36 - PROMOTIONAL OPPORTUNITIES - PROBATIONARY EMPLOYEES .....	31
ARTICLE 37 - TRADES - TOOLS .....	31
ARTICLE 38 - APPRENTICES AND TRAINEES .....	31
ARTICLE 39 - ALLOWANCES .....	32
ARTICLE 40 - LIABILITY .....	32
ARTICLE 41 - WAGE RATES .....	32
ARTICLE 42 - RE-OPENER OF AGREEMENT AND MUTUAL DISCUSSIONS .....	32
ARTICLE 43 - DURATION AND RENEWAL .....	33
APPENDIX A - RATES OF PAY .....	34

## Alphabetical Index

ADJUSTMENT OF DISPUTES .....	26
ALLOWANCES .....	32
APPENDIX A .....	34
APPLICATION .....	7
APPOINTMENT OF REPRESENTATIVES .....	9
APPRENTICES AND TRAINEES .....	31
CLASSIFICATION .....	26
DURATION AND RENEWAL .....	33
DESIGNATED HOLIDAYS .....	12
EDUCATION LEAVE .....	29
EDUCATIONAL REFUND PLAN .....	30
EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES .....	26
FUTURE LEGISLATION .....	8
HOURS OF WORK .....	22
INFORMATION .....	10
INTERPRETATION AND DEFINITIONS .....	4
MANAGERIAL RESPONSIBILITIES .....	8
MEMBERSHIP FEES .....	10
LABOUR MANAGEMENT COMMITTEE .....	8
LAY-OFF AND JOB SECURITY .....	24
LEAVE - GENERAL .....	13
LIABILITY .....	32
OTHER TYPES OF LEAVE .....	19
OVERTIME .....	23
PAY .....	23
PAY FOR TRAVEL ON BEHALF OF EMPLOYER .....	24
PRESENT CONDITIONS AND BENEFITS .....	31
PROMOTIONAL OPPORTUNITIES - PROBATIONARY EMPLOYEES .....	31
PROVISION OF BULLETIN BOARD SPACE AND OTHER FACILITIES .....	12
PURPOSE OF AGREEMENT .....	4
RATES OF PAY .....	34
RE-OPENER OF AGREEMENT AND MUTUAL DISCUSSIONS .....	32
RECOGNITION .....	6
SAFETY AND HEALTH .....	28
SENIORITY .....	11
SICKNESS BENEFITS .....	18
SPECIAL LEAVE .....	16
SUSPENSION AND DISCIPLINE .....	30
TIME-OFF FOR UNION BUSINESS .....	9
TRADES - TOOLS .....	31
UNIFORM CLOTHING ISSUE .....	29
UNION ACCESS TO EMPLOYER PREMISES .....	8
VACANCIES, JOB POSTING, PROMOTIONS, AND TRANSFERS .....	30
VACATIONS .....	13
WAGE RATES .....	32

## **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 provide good quality service to the public housing tenants. They will do this by endeavouring to mutually promote the well being and increase the productivity of the employees. Accordingly the parties are determined to establish, within the framework of law and sound management, 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 their regular remuneration payable for the performance of the duties of their position;
  - (c) “Bargaining Unit” means all employees of the Yellowknife Housing Authority, Yellowknife, NWT excluding, Chief Executive Officer, Controller, Personnel/Programs Manager, and Maintenance Manager, Clerk Typist /Confidential, casual employees, and those above.
  - (d) “Chief Executive Officer” means the Chief Executive Officer of the Yellowknife Housing Authority.
  - (e) “Casual Employee” means a person employed by the Employer for work of a temporary nature not to exceed a period of six (6) months.
  - (f) A “Common-Law Spouse” relationship is said to exist when for a continuous period of at least one year, an employee has lived with a person, publicly represented that person to be their spouse, and lives and intends to continue to live with that spouse as if the person were their spouse.
  - (g) “Continuous Employment” means uninterrupted employment with the Employer or its predecessor in accordance with Articles 13.01, 13.04 and 13.05.

- (h) “Day of Rest” in relation to an employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of their position other than by reason of the employee being on leave of absence.
- (i) “Demotion” means the appointment of an employee for reasons of misconduct, incompetence or incapacity, to a new position for which the maximum pay is less than that of their former position.
- (j) “Dependant” means a person residing with the employee who is the employee’s spouse, (including common-law), child, foster child, step-child, adopted child, or any other family member permanently residing with the employee who is of the legal age or under and dependent of him for support or being over the legal age, is dependent upon him by reason of:
  - (i) mental or physical infirmity or;
  - (ii) is in full-time attendance at a recognized institution of learning.
- (k) “Employee” means a member of the Bargaining Unit.
- (l) “Employer” means the Yellowknife Housing Authority.
- (m) “Fiscal Year” means the period of time from April 1 in one year to March 31, in the following year.
- (n) “Designated Holiday” means the twenty-four (24) hour period commencing at 12 midnight at the beginning of a day designated as a holiday in Article 15.01.
- (o) “Lay-Off” means an employee whose employment is terminated because of lack of work or because of the discontinuance or re-allocation of a function.
- (p) “Leave of Absence” means absence from duty with or without pay with the Employer’s permission.
- (q) “May” shall be regarded as permissive and “Shall” and “Will” as imperative.
- (r) “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, or insurance premium.
- (s) “Overtime” means work performed by an employee in excess of or outside of the employee’s regularly scheduled hours of work. For part-time employees, overtime means all hours worked in excess of the regular hours of work per day for a full-time employee in the same position.

- (t) “Promotion” means appointment of an employee to a new position for which the maximum rate of pay exceeds that of their former position.
- (u) “Representative” means an employee who has been elected or appointed as an area steward or who represents the Union at meetings with management and who is authorized to represent the Union.
- (v) “Term Employee” means a person employed on a temporary basis, for a period exceeding six (6) months, but not to exceed eighteen (18) months. A term employee may be employed for more than eighteen (18) months by mutual consent between the Employer and the Union.
- (w) “Transfer” means the appointment of an employee to a new position, that does not constitute a promotion or demotion.
- (x) “Union” means the Public Service Alliance of Canada as represented by its component the Union of Northern Workers.
- (y) “Week” for the purposes of this Agreement shall be deemed to commence at 5:01 p.m. (17:01 hours) Friday and terminate at 5:00 p.m. (17:00 hours) on Friday.

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

- (a) if defined in the Northwest Territories *Employment Standards Act* or in the Regulations made thereunder have the same meaning as given to them in the NWT *Employment Standards Act*;
- (b) if defined in the *Interpretation Act* but not defined in the Act mentioned in paragraph (a) have the same meaning as given to them in the *Interpretation Act*.

### **ARTICLE 3 - RECOGNITION**

3.01 The Employer recognizes the Union as the Exclusive Bargaining Agent for all employees in the Bargaining Unit.

#### **Freedom from Discrimination**

3.02 The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee by reason of age, sex, race, creed, colour, nationality, religion, ancestry, ethnic origin, place of origin, marital status, gender identity or expression, sexual orientation, family status, family affiliation, political belief, political association, social condition, disability, a conviction that is subject to a pardon or record suspension, nor by reason of union membership or activity.

### Freedom from Workplace Violence

- 3.03 “Workplace violence” means any incident, in which an employee is abused, threatened or assaulted during the course of their employment, and includes but is not limited to all forms of harassment, bullying, intimidation and intrusive behaviours of a physical or emotional nature.
- 3.04 Every employee is entitled to employment free of workplace violence.
- 3.05 The Employer, the employees, and the Union will make every reasonable effort to ensure that no employee is subjected to workplace violence.
- 3.06 The Employer and the Union recognize that employees, while in the workplace, may be at risk of physical or verbal abuse from tenants, members of the public or other third parties. The Employer shall:
- (a) Provide non-violent crisis intervention training;
  - (b) Implement mechanisms to inform employees of the potential for physical violence or verbal abuse from a tenant, a member of the public or any other third party known to be violent or abusive;
  - (c) Make available, as soon as possible, debriefing and information on available resources to assist employees who have suffered as a result of workplace violence;
  - (d) Take any other appropriate preventative and remedial measure to mitigate the risk of workplace violence.
- 3.07 No employee shall be required to perform work at any worksite under circumstances of workplace violence by a tenant, a member of the public, or any other third party.
- 3.08 Complaints of workplace violence may be brought to the attention of the employee’s immediate supervisor. An employee may be assisted by the Union in making a complaint.
- 3.09 The Employer will not disclose the name of the complainant or the circumstances related to the complaint to any person except where disclosure is necessary for the purposes of investigating the complaint, taking disciplinary measures in relation thereto, or advising law enforcement officials as necessary.

### **ARTICLE 4 - APPLICATION**

- 4.01 The provisions of this Agreement apply to the Union, the employees, and the Employer.
- 4.02 Part-time employees shall be entitled to all eligible benefits provided under this Agreement in the same proportion as their weekly hours of work compared to the standard work week.

- 4.03 Singular and plural pronouns used in this Agreement shall be interchangeable in the interpretation of this Agreement except where specifically precluded by the context.
- 4.04 The Employer and the Union will share equally the costs associated with the printing and distribution of the Collective Agreement. The Union will facilitate said printing and distribution subsequent to approval for printing by the Employer.

#### **ARTICLE 5 - FUTURE LEGISLATION**

- 5.01 In the event that any law passed by Parliament, or the Northwest Territories Legislative Assembly renders null and void or alters any 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 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 - MANAGERIAL RESPONSIBILITIES**

- 6.01 Except to the extent provided in this Agreement, this Agreement in no way restricts the Employer in the management and direction of the Yellowknife Housing Authority.

#### **ARTICLE 7 - LABOUR MANAGEMENT COMMITTEE**

- 7.01 A Labour/Management Committee will be formed to consult on matters of mutual interest. This Committee shall be comprised of equal representation of the Union and the Employer. Each party shall choose their respective representatives. The committee will meet at any time at the request of either party, but in any event will meet at least once every six (6) months.

#### **ARTICLE 8 - UNION ACCESS TO EMPLOYER PREMISES**

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



## **ARTICLE 9 - APPOINTMENT OF REPRESENTATIVES**

- 9.01 The Employer acknowledges the right of the Union to appoint employees as representatives. The Union will provide the Employer with the names of all representatives within a reasonable period.
- 9.02 The Union shall determine the jurisdiction of each representative, having regard to the grievance procedure covered by this Agreement.

## **ARTICLE 10 - TIME-OFF FOR UNION BUSINESS**

### Negotiations and Preparatory Meetings

- 10.01 (1) Contract Negotiations meetings may take place outside normal working hours. If it is agreed by both parties that negotiation meetings will be held during working hours two (2) employees shall be granted leave with pay.
- (2) Should conciliation meetings be required, the Employer shall grant leave with pay for two (2) employees to attend these meetings.
- (3) When operational requirements permit, the Employer will grant leave without pay to two (2) employees to attend a reasonable number of preparatory contract negotiations meetings.

### Grievance & Arbitration

- 10.02 The Employer shall grant leave with pay to an employee and their representative for the purpose of investigating and processing the employee's grievance.

### Union Orientation

- 10.03 The Employer shall allow new Bargaining Unit employees to meet with a Representative from the Bargaining Unit for fifteen (15) minutes without loss of pay for union orientation.

### Labour Management Meetings

- 10.04 The Employer shall grant leave with pay to two (2) Representatives to attend meetings with management on behalf of the Union.

### Union Meetings

- 10.05 The Employer shall grant leave without pay, operations permitting, for up to two (2) Representatives to attend Union Executive Council meetings, conventions, training courses, and meetings of any other labour organization.

## **ARTICLE 11 - MEMBERSHIP FEES**

- 11.01 Effective the first of the month following the signing of this Agreement, the Employer will, as a condition of employment, deduct an amount equal to the amount of Membership Fees from the pay of all employees in the Bargaining Unit.
- 11.02 The Union shall inform the Employer in writing of the Membership Fees to be deducted for each employee within the Bargaining Unit.
- 11.03 For the purpose of applying Article 11.01, deductions from pay for each employee will occur on a bi-weekly basis and will apply to the extent that earnings are available. Where an employee does not have sufficient earnings in respect of any bi-weekly period to permit deduction, the Employer shall not be obligated to make such deductions from subsequent salary.
- 11.04 From the date of signing and for the duration of this Agreement no employee organization, other than the Union, shall be permitted to have Membership Fees deducted by the Employer from the pay of the employees in the Bargaining Unit.
- 11.05 The amounts deducted in accordance with Article 11.01 shall be remitted to the Comptroller of the Alliance by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on their behalf.
- 11.06 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article, except any claim or liability arising out of an error committed by the Employer.
- 11.07 The Employer agrees to identify annually on each employee's T-4 slip the total amount of Membership Fees deducted for the preceding year.

## **ARTICLE 12 - INFORMATION**

- 12.01 The Employer agrees to provide the Union on a monthly basis, with information concerning the identification of each member in the Bargaining Unit. This information shall include the name, address, job classification, rate of pay, social insurance number and employment status of all employees in the Bargaining Unit.

The Employer shall indicate which employees have been hired or have been terminated during the period reported.

- 12.02 The Employer shall provide each employee with a copy of the Collective Agreement.
- 12.03 The Employer agrees to provide each new member of the Bargaining Unit with a copy of the Collective Agreement upon their appointment.

- 12.04 When a new position is created which is considered by the Employer to be outside the scope of the Bargaining Unit, the Employer shall advise the Union of such position being created.

### ARTICLE 13 - SENIORITY

- 13.01 Seniority is defined as the length of service with the Employer, and shall be applied on a Bargaining Unit wide basis.
- 13.02 An employee shall be considered to be on probation until they have worked six (6) months following the date of hire. **If an employee is absent from work for two weeks or more during the probation period, then the Employer may extend the probation period by the length of the employee's absence.** If such employee continues in the employ of the Employer after the expiration of the probationary period, the employee's length of service shall be computed from their date of hire. The termination of a probationary employee shall not be subject to grievance proceedings.
- 13.03 The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. The seniority list shall be kept up-to-date, a copy of which shall be posted on the bulletin board every six months.
- 13.04 Seniority accumulates when an employee is absent from work:
- (a) for a period of up to 90 days where the absence results from an occupational injury or illness covered by Workers' Compensation;
  - (b) for a period of up to 30 days where the absence results from an injury or illness not covered by Workers Compensation;
  - (c) during pregnancy leave, parental leave, compassionate care leave;
  - (d) during any approved leave of absence, provided that if the leave of absence is for a period of time greater than thirty (30) days, the seniority will cease to accrue after thirty (30) days;
  - (e) during leave of absence for Union business;
  - (f) during a leave of absence of up to one (1) year for one employee elected or appointed as a full-time representative of the Union.
- 13.05 Seniority shall be lost when an employee:
- (a) voluntarily quits their employment with the Employer;
  - (b) fails to report, except for legitimate reasons, for work without advising the Employer of the reason for their absence.

- (c) is discharged for cause;
- (d) fails to report to work after receiving notice of recall in accordance with Article 25.06;
- (e) overstays a leave of absence, except for legitimate reasons, granted by the Employer, without securing an extension of such leave;
- (f) has been laid-off for a period of twelve (12) months or longer.

#### **ARTICLE 14 - PROVISION OF BULLETIN BOARD SPACE AND OTHER FACILITIES**

14.01 The Employer shall provide bulletin board space in each location clearly identified for exclusive Union use.

#### **ARTICLE 15 - DESIGNATED HOLIDAYS**

15.01 The following shall be Designated Holidays:

- (a) New Year's Day;
- (b) Good Friday;
- (c) Easter Monday;
- (d) **The Monday preceding May 25<sup>th</sup>**;
- (e) National **Indigenous Peoples** Day;
- (f) Canada Day;
- (g) The first Monday in August;
- (h) Labour Day;
- (i) **National Day for Truth and Reconciliation (Sep. 30)**;
- (j) Thanksgiving Day;
- (k) Remembrance Day;
- (l) Christmas Day;
- (m) Boxing Day; and
- (n) One additional day when proclaimed by an Act of Parliament as a National Holiday.

- 15.02 An employee who is absent without pay on the working day immediately preceding and the working day following the Designated Holiday, except with the approval of the Employer, shall not be paid for the recognized Designated Holiday.
- 15.03 When a Designated Holiday falls on an employee's day of rest, the Designated Holiday will be observed on the first working day following their day of rest.
- 15.04 Where a Designated Holiday for an employee falls within a period of leave with pay, the Designated Holiday shall not count as a day of leave.
- 15.05 When a Designated Holiday for an employee is moved to another day under the provisions of Article 15.03:
- (a) work performed by an employee on the day from which the Designated 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 Holiday was moved shall be considered as work performed on a Designated Holiday.

#### **ARTICLE 16 - LEAVE - GENERAL**

- 16.01 During the month of May in each year, the Employer shall inform each employee of the balance of their sick leave credits and vacation leave credits as of the 31st day of March.
- 16.02 An employee may be granted leave of absence with or without pay as deemed appropriate by the Employer. Requests for a leave of absence should be made as far in advance as possible.
- 16.03 If, at the end of the fiscal year, an employee's entitlement to vacation leave with pay includes a fractional entitlement, that fraction of a day shall be carried forward to the following fiscal year.
- 16.04 The Employer shall respond to any request for leave submitted by an employee as soon as possible after the request has been received.

#### **ARTICLE 17 - VACATIONS**

##### Accumulation of Vacation Leave

- 17.01 (1) For each month of a fiscal year in which an employee receives ten (10) working days pay, the employee shall earn Vacation Leave at the following rates:
- (a) **one and three eighths (1 3/8)** days each month until the month in which the anniversary of the second (2nd) year of continuous service is completed; thereafter,

- (b) **one and four fifths (1 4/5)** days each month commencing in the month after completion of two (2) years of continuous service.
- (c) two and one-twelve (2 1/12) days each month commencing in the month after completion of seven (7) years of continuous service.
- (d) two and one-half (2 ½) days each month commencing in the month after completion of fifteen (15) years of continuous employment.
- (e) two and eleven-twelve (2 11/12) days each month commencing in the month after completion of twenty (20) years of continuous employment.

In this article, “working days pay” means a full 7 and ½ hour day at work, and includes paid vacation days and statutory holidays. “Working days pay” does not include periods on workers compensation, sick days, disability, and unpaid leaves.

#### Granting of Vacation Leave

- 17.02 (1) In granting vacation leave with pay to an employee, the Employer shall make every reasonable effort:
- (a) to schedule vacation leave for all employees to the extent that credits have been earned and to advance vacation leave credits to the end of the fiscal period.
  - (b) not to recall an employee to duty after they have proceeded on vacation leave;
  - (c) to grant the employee vacation leave during the fiscal year in which it is earned at a time specified by him;
  - (d) to grant the employee vacation leave up to four (4) consecutive weeks depending upon the employee’s vacation entitlements when so requested by the employee;
  - (e) to grant employees their vacation leave preference and, where as between two (2) or more employees who express a preference for the same period of vacation leave, length of service with the Employer will prevail in the instance where employees perform identical duties.
- (2) The Employer shall reply to the request for vacation leave submitted by the employee as soon as possible after the request has been received. 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.

- 17.03 Where, in respect of any period of vacation leave, an employee:
- (a) is granted special leave, when there is a death in their immediate family as defined in Article 18.01; or
  - (b) is granted sick leave, on production of a medical certificate;
- the period of vacation leave so displaced shall either be added to the vacation period if requested by the employee and approved by the Employer or reinstated for use at a later date.
- 17.04 Employees are permitted to carry over vacation credits from one year to the next. However such carry over shall not exceed the vacation leave credits that 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.
- 17.05 If a Designated Holiday falls during an employee's vacation and if the employee would normally have been scheduled to work a regular shift on the holiday, the employee shall receive an extra day of paid vacation or a paid day off at a mutually agreeable time prior to the employee's next annual vacation.

#### Vacation Travel Allowance

- 17.06 Effective April 1, **2023**, employees shall be paid an annual Vacation Travel Allowance of **\$3,250**, which shall increase to **\$3,500** effective April 1, **2026**. **Effective April 1, 2023, employees shall also receive \$250 for each dependent child between the ages of two and eighteen or child over the age of two who is dependent on the employee by reason of mental or physical dependence, to a maximum of four children. In cases of employee couples, only one employee may claim Vacation Travel Allowance for dependent children.** Vacation Travel Allowance will be paid on a bi-weekly basis for all full-time employees. Part-time employees shall be paid Vacation Travel Allowance on a prorated basis, by dividing the annual rate by 1950.
- 17.07 An employee receiving Vacation Travel Allowance will be granted once in each fiscal year, travel time with pay in the amount of one (1) day's regular pay each way, provided that the employee liquidates at least five (5) consecutive days of leave. Travel time must be taken at the same time as the vacation leave for which it was granted.
- 17.08 An employee who has requested and is granted annual vacation leave **that is scheduled** between October 1 and March 31 shall, in addition to their regular vacation leave entitlement, receive one (1) day of extra leave for each five (5) consecutive days of annual leave liquidated within the above period. No employee may receive more than four (4) extra vacation leave days in any one (1) fiscal year. Extra vacation leave days must be taken at the same time as annual vacation leave.
- 17.09 An employee shall not be granted Vacation Leave or travel time during their first six (6) months of continuous employment.

### Pay-out of Employee Vacation Leave on Termination or Death

- 17.10 The employee or their 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 their employment. The Employer would retain the right to recover from the above amount any money owing to the Employer at termination.

### ARTICLE 18 - SPECIAL LEAVE

- 18.01 In the case of a death in the immediate family, an employee shall, if **requested** be given time off with pay up to a maximum of four (4) working days. Additional time with pay for up to two (2) days shall be granted if **requested** for either travelling or where the employee is charged with the responsibilities of making funeral arrangements. The term “immediate family” shall be interpreted to mean an employee’s father, mother, brother, sister, spouse, common-law spouse, child, step-child, foster child, grandparent, grandchild, father-in-law, mother-in-law, and any relative permanently residing in the employee’s household or with whom the employee permanently resides.
- 18.02 In case of a death of an employee’s aunt, uncle, niece or nephew, the employee shall, if **requested**, be given time off with pay up to a maximum of one (1) working day.
- 18.03 Should a Designated Holiday fall during a period of bereavement leave, the day shall be shown as holiday pay and will not extend the time of bereavement leave. Bereavement during a regular vacation period shall extend the vacation by the amount of days allowed for bereavement leave.
- 18.04 The Employer shall grant a leave of absence with pay for a period of up to three (3) days for:
- (a) the birth of the employee’s child;
  - (b) the adoption of a child by the employee;
- 18.05 The Employer shall grant a leave of absence with pay for a period of up to one (1) day when an employee is to be married.
- 18.06 When it is necessary for an employee to attend their doctor or dentist during working hours, the employee shall be granted leave with pay to a maximum of one **and a half** (1 ½) hours.
- 18.07 Employees shall be granted leave with pay of up to one (1) day per fiscal year in cases of household emergency. For the purpose of this Article, “emergency” means a sudden or generally unexpected occurrence or set of circumstances demanding the employee’s immediate attention.



## **Family Violence Leave**

**18.08 The Employer recognizes that employees may face family violence in their personal lives that may affect their attendance and performance at work.**

- (a) Employees experiencing family violence, or employees with a dependent child experiencing family violence, shall be granted up to five (5) paid days per year and up to five (5) unpaid days per year to:**
  - i. seek medical attention for the employee or the child of the employee in respect of a physical or psychological injury or disability caused by the family violence;**
  - ii. seek or obtain services from a victim services organization for the employee or the child of the employee;**
  - iii. seek or obtain psychological or other professional counselling for the employee or the child of the employee;**
  - iv. relocate temporarily or permanently;**
  - v. seek or obtain legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the family violence; or**
  - vi. any other purpose prescribed by regulation passed under the *Employment Standards Act*.**
- (b) Family Violence Leave shall be taken as consecutive or separate days, with the request for approval being sought from the Employer as soon as is reasonable and practicable in the circumstances.**
- (c) Family Violence Leave will be in addition to existing leave entitlements.**
- (d) There shall be no carryover of unused Family Violence Leave from one year to the next.**
- (e) An employee shall be entitled to unpaid Family Violence Leave of up to fifteen (15) weeks per calendar year to be taken as one full week each time.**
- (f) The Employer may require an employee to provide the Employer with reasonable verification with respect to the Family Violence Leave.**
- (g) All personal information concerning family violence will be kept confidential in accordance with relevant legislation and shall not be disclosed to any other party without the employee's written agreement, or as may be required by law.**

**(h) Periods of Family Violence Leave without pay shall be treated as Continuous Employment/Service.**

18.09 The Employer shall grant an employee up to twenty-seven (27) 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*.

**Family Caregiver Leave**

**18.10 The Employer shall grant Family Caregiver Leave without pay to employees to provide care or support of up to thirty-seven (37) weeks for children or seventeen (17) weeks for adults whose life is at risk as a result of an illness or injury.**

**(a) Upon request by the Employer, the employee shall provide the Employer with a medical certificate confirming the critical illness of the child or adult.**

**18.11 Leave under 18.09 and 18.10 may be taken in separate periods. Employees must exhaust Family Caregiver Leave under Article 18.10 before taking Compassionate Care Leave under Article 18.09 for the same person.**

**ARTICLE 19 - SICKNESS BENEFITS**

19.01 Employees must report sickness to their supervisor as close to the commencement of their regular shift as possible. Failing to do so may disqualify an employee for any eligibility for sickness benefits.

19.02 An employee will earn one **and one eighth** (1 1/8) days of sick leave credits for each calendar month in which the employee receives at least ten (10) working days pay.

In this article "working days pay" has the same meaning as in Article 17.

19.03 When an employee is absent from work due to sickness on a regular working day, the employee will receive a regular day's pay provided they have sufficient accumulated sick leave credits. This day will be charged against accumulated sick leave credits.

19.04 An employee may be required at the discretion of the Employer to provide proof of illness to qualify for sickness benefits.

19.05 An employee **may** use up to five days per year of sick leave in cases where a dependant of the employee, who resides with the employee, is ill and the employee is required to provide assistance to the dependant.

19.06 An employee may be required, at the discretion of the Employer, to provide proof of illness of the employee's dependant.

### Advance of Credits

19.07 In circumstances where sick leave would be authorized, but the employee has insufficient or no sick leave credits, at the discretion of the Employer, they may be granted sick leave in advance to a limit of five (5) days.

## **ARTICLE 20 - OTHER TYPES OF LEAVE**

### Court Leave

20.01 Leave of absence with pay will be given to an employee who is required to serve on a jury or by subpoena or summons to attend as a witness in any court proceedings.

The Employer will pay the difference between an employee's regular pay and the amount of jury duty pay if the employee is receiving such payment.

### Workers Compensation

- 20.02 (1) The Employer shall only pay an employee the balance of the employee's day's pay for the first day of an injury covered by the Workers' Safety and Compensation Commission.
- (2) While the parties are awaiting the decision of the Workers' Safety and Compensation Commission as to the compensability of an injury, sickness or exposure, the employee shall, upon the employee's request, use their sick leave credits if they are unable to perform their duties because of:
- (a) personal injury accidental received in the performance of the employee's duties and not caused by the employee's wilful misconduct; or
  - (b) sickness resulting from the nature of their employment; or
  - (c) over-exposure to radioactivity or other hazardous conditions in the course of their employment.

If the injury, sickness or exposure is not compensable there shall be no return of the sick leave credits used by the employee. If the injury, sickness or exposure is compensable, the employee shall reimburse the Employer for the amount of sick leave pay received and the Employer shall credit the employee with the sick leave credits used.

### Pregnancy Leave

20.03 (i) An employee who becomes pregnant shall notify the Employer at least fifteen (15) weeks prior to the expected date of delivery and shall be granted pregnancy leave

without pay of seventeen (17) consecutive weeks commencing at any time during the seventeen (17) week period immediately preceding the estimated date of delivery.

- (ii) Upon request from the employee, the Employer may:
  - a. Defer the commencement of pregnancy leave to a maximum of six (6) weeks, if the actual date of delivery occurs after the estimated date of delivery;
  - b. Terminate the pregnancy leave earlier than seventeen (17) weeks after the leave commenced.
- (iii) The Employer may, where pregnancy leave without pay is requested, require an employee to submit a medical certificate certifying the expected date of delivery.
- (iv) An employee will continue to accumulate seniority while on pregnancy leave.
- (v) If an employee elects to maintain coverage for any Group Benefit Plans or Pension Plan under Article 35 while on Pregnancy Leave, the Employer will pay the Employer's portions of those benefits that are cost shared with employees, provided that the employee continues to pay their share.
- (vi) Further, when a pregnant employee produces a statement from their physician that their working condition may be detrimental to their health or that of the fetus, the Employer will either change those working conditions where that is reasonable within their operational requirements or allow the employee to take leave of absence without pay for the duration of their pregnancy.
- (vii) Further, when a nursing employee produces a statement from their physician, upon consultation with an occupational or environmental specialist where appropriate and at no cost to the employee, that their working conditions may be detrimental to their health or that of their nursing child, the Employer will either change those working conditions where that is reasonable within operational requirements or allow the employee to take leave without pay.

20.04 After completion of nine (9) months continuous employment, an employee who provides the employer with proof that the employee has applied for and is in receipt of employment insurance benefits pursuant to the *Employment Insurance Act*, shall be paid a pregnancy leave allowance.

- (a) A recipient under Article 20.04 shall sign an agreement with the Employer providing:
  - (i) that they will return to work and remain in the Employer's employ for a period of at least six (6) months after their return to work;

- (ii) that they will return to work on the date of the expiry of their pregnancy leave, unless this date is modified with the Employer's consent.
- (b) Should the employee fail to return to work, except by reason of death, disability or lay-off, as per the provision of Article 20.04(a), the employee recognizes that she is indebted to the employer for the amount received as pregnancy leave allowance. Should the employee not return for the full six months, the employee's indebtedness shall be reduced on a prorated basis according to the number of months for which she received pay. The Employer may recover monies owing under this Article from any monies owing to the employee by the Employer.
- (c) In respect of the period of pregnancy leave, payments of pregnancy leave allowance will consist of the following:
  - (i) For the first week, a payment equivalent to ninety-three percent (93%) of the employee's weekly rate of pay. For the period during which employment insurance benefits are received, payments equivalent to the difference between the employment insurance benefits the employee receives and ninety-three percent (93%) of their weekly rate of pay. Where the employee has received Employment Insurance Maternity Benefits for fifteen (15) weeks and thereafter remains on pregnancy leave without pay, they are eligible to receive a payment equivalent to ninety-three (93%) of their weekly rate of pay for a period of one (1) week.
    - a. for a full-time employee the weekly rate of pay referred to in Article 20.04 (c) (i) shall be the weekly rate of pay for their position on the day immediately preceding the commencement of the pregnancy leave.
    - b. for a part-time employee the weekly rate of pay referred to in Article 20.04 (c) (i) shall be the prorated weekly rate of pay for their position averaged over the six month period of continuous employment immediately preceding the commencement of the pregnancy leave.
  - (ii) Employees have no vested right to payments under the pregnancy leave plan except to payments during a period of unemployment specified in the plan.
  - (iii) Where an employee becomes eligible for a pay increment or an economic adjustment with respect to any period in which the employee was in receipt of pregnancy leave allowance payments under this article, the payments shall be adjusted in accordance with any revised employment insurance benefits that an employee has received.

### Parental Leave

- 20.05 Where the employee has provided written notice to the Employer at least four (4) weeks in advance, the employee shall be granted parental leave without pay of sixty-two (62) consecutive weeks to care for the employee's newborn child or a child who the employee has recently adopted. Parental leave must be taken within the period commencing on the day of the birth of the employee's child or the day on which the employee's adopted child arrives at the employee's home, as the case may be, and ending one year after that day. An employee shall continue to accumulate seniority while on parental leave.
- 20.06 The maximum period of parental leave that may be taken by an employee couple is seventy (70) weeks.

### Combined Pregnancy and Parental Leave

- 20.07 Where an employee takes parental leave in addition to pregnancy leave, the employee must commence parental leave immediately upon the expiry of pregnancy leave.

### Maximum Period of Pregnancy and Parental Leave

- 20.08 The maximum period of pregnancy and parental leave which may be taken is seventy-eight (78) weeks. The maximum period of pregnancy leave in conjunction with parental leave which may be taken by an employee couple is eighty-six (86) weeks.
- 20.09 If an employee elects to maintain coverage for any Group Benefit Plans or the Pension Plan under Article 35 while on Parental Leave, the Employer will pay the Employer's portions of those benefits that are cost shared with employees, provided that the employee continues to pay their share.

## **ARTICLE 21 - HOURS OF WORK**

- 21.01 The normal work week shall consist of Monday to Friday inclusive between the hours of 8:30 am to 5:00 pm for all staff. Such periods shall be inclusive of a one hour lunch break.
- 21.02 Employees shall be entitled to a rest period, with pay, of fifteen (15) minutes duration as follows:

For Administrative Office employees, the morning rest period will be scheduled to be either from 9:45 a.m. to 10:00 a.m. or from 10:00 a.m. to 10:15 a.m. for each employee. The afternoon rest period will be scheduled from either 2:45 p.m. to 3:00 p.m. or from 3:00 p.m. to 3:15 p.m. for each employee.

For Maintenance employees, the morning rest period will be scheduled from 10:00 a.m. to 10:15 a.m. and the afternoon rest period will be scheduled from 3:00 p.m. to 3:15 p.m.

Rest periods will be taken as scheduled except in case of emergency. An employee shall be absent from their assigned work location for no more than the time of their scheduled rest period as set out above.

21.03 The Employer will make every reasonable effort:

- (a) not to schedule the commencement of a shift within eight (8) hours of the completion of the employee's previous shift.
- (b) to avoid excessive fluctuation in hours of work.

### **ARTICLE 22 - OVERTIME**

22.01 Subject to Article 22.02, an employee who is requested to work overtime shall be entitled to the appropriate rate described below.

Overtime work shall be compensated as follows:

- One and one-half (1½) times an employee's regular rate for all hours worked after a regular work day or on a Saturday.
- Two (2) times an employee's regular rate for hours worked after four (4) hours of overtime, or for hours worked on a Sunday or a Recognized Holiday.

22.02 An employee who is required to work overtime shall be paid overtime compensation for all overtime hours worked subject to a minimum payment of thirty (30) minutes at the overtime rate.

22.03 In place of the overtime payments above, the Employer may grant equivalent leave with pay to be taken at a time mutually agreeable to the Employer and the employee.

22.04 When an employee has been recalled to work by the Employer and the recall was not scheduled in advance, the Employer shall pay to the employee the greater of:

- (a) compensation at the appropriate overtime rate; or
- (b) compensation equivalent to four (4) hours pay at the regular rate of pay whether or not the employee is called upon to perform any work after reporting for work. If an employee is recalled to work more than once during the (4) hour period, these additional call outs will be considered part of the initial recall.

### **ARTICLE 23 - PAY**

23.01 Employees are entitled to be paid for services rendered for the classification and position to which they are appointed at the pay rates specified in the Appendices attached.

- 23.02 (a) One (1) week of pay will be held back. The one (1) week holdback will be paid to an employee at the time of termination of employment.
- (b) Employees will be paid every second Friday at the start of the employee's work day.
- (c) Employees shall be paid by direct deposit, with monies being deposited to a financial institution of the employee's choice.

#### Acting Pay

- 23.03 (a) When an employee is required by the Employer to perform duties of a higher classification level on an acting basis, they shall be paid acting pay calculated from the first day on which they commenced to act at a rate of fifteen percent (15%) over their regular rate.
- (b) In the absence of the Maintenance Manager, the Employer will make every effort to allocate acting appointments on an equitable basis among qualified available maintenance employees.

#### Pay Recovery

- 23.04 (a) Where an employee, through no fault of their own, has been overpaid, the appropriate pay office will, before recovery action is implemented, advise the employee in writing of the amount overpaid and the intention of the Employer to recover the overpayment. Prior to said recovery, the Employer and employee shall discuss and devise an acceptable recovery schedule. **Recovery will not exceed 10% of the employee's net pay unless agreed to by the employee.**
- (b) If more than one year has passed since the undetected overpayment was made, then the Employer shall be limited to recovering fifty percent (50%) of the overpayment.
- (c) If more than two (2) years have passed since the overpayment, there shall be no recovery of the overpayment.

### **ARTICLE 24 - PAY FOR TRAVEL ON BEHALF OF EMPLOYER**

- 24.01 Where an employee is required to travel on behalf of the Employer, they shall be paid for reasonable actual travel expenses incurred.

### **ARTICLE 25 - LAY-OFF AND JOB SECURITY**

- 25.01 There shall be no contracting out by the Employer, of work done by the bargaining unit, if it would result in the layoff, continuance of a layoff or reduction in the regular hours of work for bargaining unit members.



25.02 In the event of a lay-off, employees who are qualified for the remaining positions shall be laid-off in reverse order of seniority.

25.03 (a) Permanent employees who have completed their probationary period and who have twelve (12) years of service or less will be given as much advance notice as possible but, in any event, not less than three (3) months' written notice of lay-off or pay in lieu thereof.

(b) Permanent employees who have completed their probationary period and who have more than twelve (12) years of service will be given as much advance notice as possible but, in any event, not less than ten (10) working days' written notice of lay-off or pay in lieu thereof. These employees shall also receive severance pay, as follows:

(i) In the case of an employee who is laid off for the first time, the amount of Severance Pay shall be one (1) weeks' pay for each complete year of continuous employment. The total amount of Severance Pay which may be paid under this Article shall not exceed twenty-five (25) weeks' pay.

(ii) In the case of an employee who is laid off for a second or subsequent time the amount of severance pay shall be one (1) weeks' pay for each complete year of continuous employment, less any period in respect of which they were granted Severance Pay by the Employer from the previous lay-off but the total amount of Severance Pay which may be paid under this Article shall not exceed twenty-five (25) weeks' pay.

25.04 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.

25.05 On recalls, the most senior qualified employee shall be the first to be recalled.

25.06 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 three days from the date of mailing.

25.07 An employee shall return to work within ten (10) working days of receipt of notice of recall, unless on reasonable grounds, they are unable to do so. An accident, illness or inability to communicate, or requirement to give notice of termination to another Employer shall be considered as reasonable grounds.

## **ARTICLE 26 - EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES**

- 26.01 When a formal review of an employee's performance is made, the employee concerned shall be given the opportunity to discuss it with the Employer. The employee shall also be given the opportunity to provide written comments to be attached to their performance appraisal and may use the Grievance Procedure to correct any factual inaccuracies in their performance appraisal.
- 26.02 The Employer agrees not to introduce as evidence in the case of promotional opportunities or disciplinary action any document from the file of an employee, the existence of which the employee was not made aware by the provision of a copy thereof at the time of filing.
- 26.03 Upon written request of an employee, the Personnel file of that employee shall be made available for their examination at reasonable times in the presence of an authorized representative of the Employer and of the Union.
- 26.04 Only one official file per employee for the purposes of performance evaluation or discipline shall exist.
- 26.05 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 **twenty-four (24)** months have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.

## **ARTICLE 27 - CLASSIFICATION**

- 27.01 During the term of this Agreement, if a new or revised classification is implemented by the Employer, the Employer shall negotiate with the Union the rates of pay affecting the pay of employees for the classification affected. The Employer shall make every reasonable effort to advise the Union as far in advance as possible of such changes. If the parties fail to reach agreement within fourteen (14) days from the date on which the Employer submits the new or revised classification to the Union, the Union may refer the matter to arbitration. The arbitrator's decision will be retroactive to the date of application of the new rates.

## **ARTICLE 28 - ADJUSTMENT OF DISPUTES**

- 28.01 A grievance is defined as a complaint, dispute or difference between the Employer and the Union, or between the Employer and an employee, concerning the interpretation or application of this Agreement.

Disciplinary actions of written warnings, suspension, demotion, financial penalty or dismissal may be grieved according to the provisions of this Article.

- 28.02 The aggrieved employee, or the Union on the employee's behalf, may file a grievance pertaining to matters mentioned in Article 28.01 through the procedure discussed in this Article.
- 28.03 An employee shall, within fifteen (15) working days of their first knowledge of an incident giving rise to a grievance, discuss the matter with their supervisor. The supervisor shall within fifteen (15) working days following receipt of the employee's submission of the grievance, give a written reply to the employee concerning the employee's grievance.
- 28.04 In the event of a termination grievance or policy grievance, an employee and/or their union representative shall present the grievance to the CEO in accordance with Article 28.07.**
- 28.05 Where the grievance includes allegations of workplace violence, defined under Article 3.03, the parties may, by mutual agreement, skip step one of the grievance procedure and submit at the final level.**
- 28.06 Where the grievance includes allegations of workplace violence involving the CEO, the Union may send a copy of the grievance to the Employer's Board of Directors when submitting the grievance to the CEO in accordance with Article 28.07.**
- 28.07 If the grievance is not settled satisfactorily according to Article 28.03, the grievance will be put in writing and presented to the Chief Executive Officer within fifteen (15) days of receiving a reply according to Article 28.03. The C.E.O. shall, within fifteen (15) working days following receipt of the employee's submission of the grievance, give a written reply to the employee concerning the employee's grievance.
- 28.08 If either the Union or the Employer have a difference concerning the interpretation or application of this Agreement, it shall be presented in writing within fifteen (15) days of the incident giving rise to the grievance. The Union may initiate an individual, group, and/or policy grievance. If a satisfactory reply is not received from the other party within fifteen (15) working days, the matter may be referred to arbitration.
- 28.09 If a grievance is not settled according to Articles 28.07 and 28.08 in the above procedure, either party may notify the other party in writing within twenty-one (21) days of the receipt of the reply, of their desire to submit the difference or allegation to arbitration.
- 28.10 The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the employee, and where appropriate, the Union representative.

#### Arbitration

- 28.11 The parties agree that arbitration referred to in Article 28.08 shall be by a single arbitrator selected by the parties. Should the parties be unable to agree, the appointment shall be made by the Minister of Labour.

- 28.12 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.
- 28.13 The award of the arbitrator shall be signed by him and copies thereof shall be transmitted to the parties in the dispute.
- 28.14 The arbitrator shall not have the authority to alter or amend any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or to render any decision contrary to the terms and provisions of this Agreement.
- 28.15 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.
- 28.16 If an arbitrator determines an employee has been dismissed for other than proper cause, the Arbitrator may:
- (a) direct the Employer to reinstate the employee and pay to the employee a sum equal to their wages lost by reason of their dismissal, or such less sum as in the opinion of the Arbitrator is fair and reasonable; or
  - (b) make such order as the Arbitrator considers fair and reasonable having regard to the terms of this Agreement.

#### Expedited Arbitration

- 28.17 An alternative to the formal arbitration process set out in the foregoing paragraph, by mutual agreement of the parties, a grievance may be referred to a previously agreed upon person who shall hear the grievance and who shall at the conclusion of the hearing, give an oral decision without reasons. Such decisions may not be used to alter, modify or amend any part of the appropriate Collective Agreement, and are made without precedent or prejudice to similar or like cases. Such a decision shall be final and binding upon both parties and no further action may be taken on that grievance by any means.

### **ARTICLE 29 - SAFETY AND HEALTH**

- 29.01 The Employer, all employees and the Union 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. A copy of the applicable Health and Safety legislation and regulations will be readily accessible to each employee in the workplace.
- 29.02 Occupational health and safety shall be a regular agenda item for meetings of the Labour Management Committee referred to in Article 7.01.

- 29.03 (a) All employees from the maintenance department and the administrative office will be eligible to receive first aid training. The training will be at no cost or loss of wages to the employee and the course content will be limited to the Standard First Aid Certificate program and the Basic Rescuer CPR Certificate program.
- (b) All employees shall be eligible to receive upgrading of the above-noted certificate programs every two (2) years.

#### Transportation of Injured Workers

- 29.04 The Employer shall provide on a properly reported workplace incident, at no expense to the employee, appropriate transportation to the nearest medical facility, and from there to his/her home or place of work depending on the decision of the attending medical practitioner, when such services are immediately required by an employee as a result of injury or serious ailment occurring in the workplace.

#### Right to Refuse Dangerous Work

- 29.05 An employee shall have the right to refuse to work in dangerous situations.
- (a) An employee may refuse to do any particular act or series of acts at work which they have reasonable grounds to believe are dangerous to their 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 or their designated representative has investigated the matter and advised him otherwise.
- (b) No loss of wages or discriminatory action shall be taken against any worker by reason of the fact that they exercised the right conferred upon them in this section.

### **ARTICLE 30 - UNIFORM CLOTHING ISSUE**

- 30.01 The Employer will reimburse all maintenance personnel a maximum of two hundred dollars (\$200.00) once every fiscal year for the purchase of protective work clothing upon proof of purchase.
- 30.02 Once per fiscal year, the Employer shall reimburse up to two hundred dollars (\$200) towards the cost of safety footwear for employees whose jobs require the wearing of safety footwear. The employee must produce a receipt of the purchase to be eligible for reimbursement.

### **ARTICLE 31 - EDUCATION LEAVE**

- 31.01 When the Employer requires employees to attend training, courses or other similar educational activities, the employee shall be granted leave with pay and the Employer shall pay for all related expenses.

- 31.02 The Employer may, in its sole discretion, approve leave without pay for a course, workshop, seminar or convention for the purpose of career development which would be of benefit to the Employer. The Employer shall respond to any employee requests for such leave without pay within thirty (30) calendar days.

### **ARTICLE 32 - EDUCATIONAL REFUND PLAN**

- 32.01 Where the Employer has agreed to reimburse an employee for tuition fees for approved courses, the employee will be reimbursed upon the Employer receiving proof of successful course completion.

### **ARTICLE 33 - SUSPENSION AND DISCIPLINE**

- 33.01 Employees may be disciplined including warnings, suspension, and discharge but only for just cause.
- 33.02 When an employee receives a written warning, suspension, or is discharged, the Employer shall notify the employee in writing of the reasons for such action in sufficient detail that the employee may defend themselves.
- 33.03 When employees are required to attend a meeting where a disciplinary decision concerning them is to be taken by the Employer, or a representative of the Employer, the employees are entitled to have, at their request, a representative of the Union attend the meeting. The Employer shall notify employees of their right to have a representative of the Union in attendance prior to the meeting.
- 33.04 In any adjudication relating to a disciplinary measure, the burden of proof shall rest with the Employer.

### **ARTICLE 34 - VACANCIES, JOB POSTING, PROMOTIONS, AND TRANSFERS**

- 34.01 Vacancies in permanent positions shall be posted by the Employer for a period of five (5) working days. Present employees will be given preference in the filling of such vacancies.
- 34.02 Where qualifications and ability are relatively equal, seniority shall govern in the promotion and transfer of employees.
- 34.03 No employee shall be transferred to a position outside the Bargaining Unit without their consent. If an employee is transferred to a position outside the Bargaining Unit, the employee shall retain their seniority accumulated up to the date of leaving the Unit, but will not accumulate further seniority. Such employees shall have the right to return to a position in the Bargaining Unit consistent with their seniority accumulated up to the date of transfer outside the Unit.

34.04 New employees shall not be hired when there are employees on lay-off who are qualified to perform the job. Nothing in this article requires the Employer to fill any vacancies.

**ARTICLE 35 - PRESENT CONDITIONS AND BENEFITS**

35.01 The Employer shall provide benefit plan coverage for life insurance, accident insurance, disability insurance (long-term), disability insurance (short-term), health care insurance, and dental care insurance. Present practice on cost sharing of premiums will be continued.

35.02 The Northern Employee Benefits Services (NEBS) pension plan is a term and condition of employment for all eligible employees. Premiums for the pension plan shall be shared equally between eligible employees and the Employer.

35.03 All issues concerning the benefits referred to in Articles 35.01 and 35.02, including premiums and entitlement to benefits shall be determined by the benefit plan provider.

**ARTICLE 36 - PROMOTIONAL OPPORTUNITIES - PROBATIONARY EMPLOYEES**

36.01 A probationary employee shall be eligible to participate in job competitions in the same manner as non-probationary employees.

**ARTICLE 37 - TRADES - TOOLS**

37.01 Trades employees who are required to use personal tools in the course of their employment shall receive a tool allowance every fiscal year.

The employee, when hired, shall be responsible for providing their own tools as normally associated with a Journey-level tradesperson and Apprentice tool kit.

Annual allowance amounts:

Journey-level	\$250.00	
Apprentice	\$100.00	year 1
	\$200.00	year 2

**ARTICLE 38 - APPRENTICES AND TRAINEES**

38.01 Apprentice rates shall be based on a percentage of the appropriate journey-level tradesperson rate as follows:

Four Year Training Programs

Year 1	55%
Year 2	65%

Year 3	75%
Year 4	85%

Three Year Training Programs

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

Two Year Training Programs

Year 1	65%
Year 2	80%

One Year Training Programs

Year 1	70%
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38.02 The Employer will pay one hundred percent (100%) of current wages only of an apprentice who is attending trades courses.

**ARTICLE 39 - ALLOWANCES**

**39.01 Where the Employer does not provide parking, the Employer will reimburse up to \$100 per month for actual parking costs at the workplace for office workers upon the production of receipts.**

**ARTICLE 40 - LIABILITY**

40.01 The Employer shall ensure that liability insurance to cover employees under this Agreement is maintained.

**ARTICLE 41 - WAGE RATES**

41.01 Rates of pay shall be according to Appendix A of this Agreement.

**ARTICLE 42 - RE-OPENER OF AGREEMENT AND MUTUAL DISCUSSIONS**

Re-Opener of Agreement

42.01 This Agreement may be amended by mutual consent.



### Mutual Discussions

42.02 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 43 - DURATION AND RENEWAL**

43.01 The term of this Agreement shall be from April 1, **2023** to March 31, **2027**. All terms of this Agreement shall take effect on the date of ratification, unless another date is specified.

43.02 Notwithstanding the preceding, the provisions of this Agreement, including the provisions for the adjustments of disputes in Article 28, shall remain in effect during the negotiations for its renewal and until the requirements of Section 89 of the *Canada Labour Code* Part I have been met.

43.03 Within four (4) months preceding the termination of this Agreement, either party may, by written notice, require the other party to commence bargaining collectively with a view to the conclusion, renewal or revision of the Collective Agreement.

43.04 Where notice to commence Collective Bargaining has been given under Article 43.03, the Employer shall not without consent by the Union, increase or decrease salaries or alter any other term or condition of employment of employees in the Bargaining Unit which was in force on the day on which the notice was given until the requirements of Section 89 of the *Canada Labour Code* Part I have been met.

**APPENDIX A - RATES OF PAY**

**April 1, 2023 - 3.0%**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
Clerk/Receptionist	\$37.15	\$38.12	\$39.07	\$40.02	\$40.96	\$41.91
Tenant Relations Officer/Program Officer	\$45.39	\$46.67	\$47.83	\$49.15	\$50.47	\$51.79
Oil Burner Mechanic	\$52.03	\$53.72	\$55.44			
<b>Maintenance Plumber</b>	\$52.03	\$53.72	\$55.44			
Carpenter	\$47.44	\$48.86	\$50.36			
<b>Plumber</b>	\$47.44	\$48.86	\$50.36			
<b>Electrician</b>	\$47.44	\$48.86	\$50.36			
Housing Maintainer	\$47.44	\$48.86	\$50.36			
<b>Skilled Labourer</b>	\$41.26	\$42.68	\$44.18			
Labourer	\$34.55					

**April 1, 2024 - 2.25%**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
Clerk/Receptionist	\$37.99	\$38.98	\$39.95	\$40.92	\$41.88	\$42.85
Tenant Relations Officer/Program Officer	\$46.41	\$47.72	\$48.91	\$50.26	\$51.61	\$52.95
Oil Burner Mechanic	\$53.20	\$54.93	\$56.69			
Maintenance Plumber	\$53.20	\$54.93	\$56.69			
Carpenter	\$48.51	\$49.96	\$51.49			
Plumber	\$48.51	\$49.96	\$51.49			
Electrician	\$48.51	\$49.96	\$51.49			
Housing Maintainer	\$48.51	\$49.96	\$51.49			
Skilled Labourer	\$42.19	\$43.64	\$45.17			
Labourer	\$35.32					

**April 1, 2025 - 2.5%**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
Clerk/Receptionist	\$38.94	\$39.95	\$40.95	\$41.94	\$42.93	\$43.93
Tenant Relations Officer/Program Officer	\$47.57	\$48.91	\$50.13	\$51.51	\$52.90	\$54.68
Oil Burner Mechanic	\$54.53	\$56.31	\$58.11			
Maintenance Plumber	\$54.53	\$56.31	\$58.11			
Carpenter	\$49.72	\$51.21	\$52.78			
Plumber	\$49.72	\$51.21	\$52.78			
Electrician	\$49.72	\$51.21	\$52.78			
Housing Maintainer	\$49.72	\$51.21	\$52.78			
Skilled Labourer	\$43.24	\$44.73	\$46.30			
Labourer	\$36.21					

**April 1, 2026 - 2.5%**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
Clerk/Receptionist	\$39.91	\$40.95	\$41.97	\$42.99	\$44.01	\$45.02
Tenant Relations Officer/Program Officer	\$48.76	\$50.14	\$51.39	\$52.80	\$54.22	\$56.04
Oil Burner Mechanic	\$55.89	\$57.71	\$59.56			
Maintenance Plumber	\$55.89	\$57.71	\$59.56			
Carpenter	\$50.97	\$52.49	\$54.10			
Plumber	\$50.97	\$52.49	\$54.10			
Electrician	\$50.97	\$52.49	\$54.10			
Housing Maintainer	\$50.97	\$52.49	\$54.10			
Skilled Labourer	\$44.33	\$45.85	\$47.46			
Labourer	\$37.11					

NOTE: An employee holding one of the above positions where there is a minimum and a maximum rate of pay shall be granted increases in pay on their anniversary date of employment until they reach the maximum rate for the position. Such pay increases shall be dependent on satisfactory performance of the duties of the position by the employee and for the purposes of such pay increases, the performance of the employee shall be reviewed and where an increment is to be delayed or withheld the employee shall be notified two weeks in advance of the increment date. The placement of a new employee on either scale shall not be subject to grievance proceedings.

Salary placement for the following positions will be allocated by application of the following criterion:


- (a) With Certificate - Employees possessing a valid certificate of ability for the position that is recognized in the Northwest Territories shall be entitled to a Pay Step 3 rate.

- (b) Without Certificate - Employees not possessing a valid recognized certificate of ability for the position shall be entitled to a Pay Step 1, 2, or 3 rate as determined by the Employer based on their level of proficiency and experience.


**All Plumber Apprentices hired before April 1, 2023, shall have their wages based on the Maintenance Plumber rate.**

Signed at Yellowknife, Northwest Territories on September 22, 2023 by the parties:

**For the Employer**

  
\_\_\_\_\_  
Bob Bies  
CEO


  
\_\_\_\_\_  
Kyle Wilson  
Maintenance Manager

  
\_\_\_\_\_  
Christopher D. Buchanan  
Negotiator, McLennan Ross LLP

**For the Union**

  
\_\_\_\_\_  
Josée-Anne Spirito  
REVP – North

  
\_\_\_\_\_  
Pratheesh Saratchandran  
Bargaining Team Member

  
\_\_\_\_\_  
Jeff Nickerson  
Bargaining Team Member

  
\_\_\_\_\_  
Frances Baroutoglou  
Negotiator