

First Collective Agreement

-Between-

Behchokò Kò Gha K'òdèe

-and-

The Public Service Alliance of Canada  
(as represented by its component)

Union of Northern Workers

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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.
- 1.02 The parties to this Agreement share a desire to improve the quality, to promote well-being and increase the productivity of the employees to the end that the Housing Association will be well and efficiently served. Accordingly, the parties are determined to establish, within the framework provided by law, an effective working relationship at all levels in which members of the Bargaining Unit are employed.

## **Article 2** **Interpretation and Definitions**

- 2.01 For the purpose of this Agreement:
- (a) "Abandonment of position" - an employee will be deemed to have abandoned his position if he fails to report to work for four (4) consecutive working days and does not notify the Employer of the reason for his absence.
  - (b) Continuous Employment and Continuous Service means uninterrupted employment with the Employer, employees other than casual employees who are laid-off and are recalled by the Employer within ninety (90) days of lay-off shall be considered to have continuous employment through that lay-off period.
  - (c) "Agreement" and "Collective Agreement" means this Collective Agreement.
  - (d) "Allowance" means compensation payable to an employee in addition to the regular remuneration payable for the performance of the duties of his position.
  - (e) "Bargaining Unit" means all employees of the Behchokò Kò Gha K'òodèè except the Manager.

- (f) "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.
- (g) "Compensatory Leave" means the equivalent leave with pay taken in lieu of pay.
- (h) "Day of Rest" in relation to an employee means a day other than a designated paid holiday on which that employee is not ordinarily required to perform the duties of his position other than by reason of his being on leave of absence.
- (i) "Demotion" means the appointment of an employee to another position for which the maximum pay is less than that of his former position.
- (j) "Dependant" means a person residing with the employee who is the:
  - (i) employee's spouse (including common-law);
  - (ii) child, step-child, or adopted child, who is of the legal age or under and dependent on him for support; or being over the legal age, is dependent upon him by reasons of:
    - 1) mental or physical infirmity; or,
    - 2) is in full-time attendance at a recognized institution of learning.
  - (iii) elder, who is a relative of the employee or the employee's spouse who reside with the employee.
- (k) "Effects" include the furniture, household goods and equipment and personal effects of employees and their dependants at the time of their move but does not include all terrain vehicles, automobiles, boats, motorcycles, snowmobiles, or animals.
- (l) "Employee" means a person employed by the Employer on either a full-time or part-time (less than the standard day, week or month) basis, and who is a member of the Bargaining Unit as either:
  - (i) a permanent employee - an employee employed in a permanent position;
  - (ii) a casual Employee means a person employed by the Employer for work of a temporary nature not to exceed six (6) months without the agreement of the Employer and the union.

- (iii) a term employee - an employee employed for a specified term of not more than two (2) years.
- (m) "Employer" means the Behchokò Kò Gha K'òdèè."
- (n) "Fiscal Year" means the period of time from April 1, in one year to March 31, in the following year.
- (o) "Grievance" means a complaint in writing that an employee, group of employees, or the Union submits to the Employer, or that the Employer submits to the Union, to be processed through the grievance procedure in Article 36 - Adjustment of Disputes.
- (p) "Designated Paid Holiday" means the twenty-four (24) hour period commencing at 12:01 A.M. of a day designated as a paid holiday in this Agreement.
- (q) "Lay-Off" means an employee whose position has been terminated including terminations due to lack of work or the discontinuation of a service or services. Such discontinuation of services may be due to the elimination of a program or because of lack of funding.
- (r) "Leave of Absence" means absence from work, either with or without pay with the Employer's permission.
- (s) "Manager" means the Manager of the Employer.
- (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 any other levy.
- (u) "Overtime" means work performed by a full-time 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 commences employment with the Employer.
  - (i) "Promotion" means the appointment of an employee to a new position, the rate of pay of which exceeds that of his former position.

- (w) "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 23;
  - (ii) "weekly rate of pay" means an employee's daily rate of pay multiplied by five (5);
  - (iii) "annual rate of pay" means an employee's weekly rate of pay multiplied by 52.176;
  - (iv) "monthly rate of pay" means an employee's annual rate of pay divided by twelve (12).
- (x) "Representative" means an employee who has been elected or appointed as a steward or an employee or person who represents the Union at meetings with management and who is authorized to represent the Union.
- (y) "Seniority" means length of continuous service with the Employer.
- (z) "Transfer" means the appointment of an employee to another position that does not constitute a promotion or demotion.
- (aa) "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.
- (bb) "Union" means the Public Service Alliance of Canada as represented by its component the Union of Northern Workers.

## 2.02 Interpretation

Except as otherwise provided in this Agreement, expressions used in this Agreement, if defined in the Interpretation Act or Canada Labour Code, but not defined elsewhere in this agreement have the same meaning as given to them in the Interpretation Act or Canada Labour Code.

### Number and Gender

Wherever the singular, plural, masculine, feminine, or neuter is used throughout this Agreement the same shall be construed as meaning the singular, plural, masculine, feminine, or neuter where the fact or context requires.

- 2.03 "May" shall be regarded as permissive and "Shall" and "Will" as imperative.

### **Article 3**

#### **Restriction on Outside Employment**

- 3.01 Subject to the remainder of this Article, an employee can carry on any business, employment or other outside activity outside the employee's regularly scheduled hours of duty without interference from the Employer.
- 3.02 When an employee wishes to carry on any business outside his regularly scheduled hours of duty he shall notify the Employer in writing of the nature of such business employment or other outside activity.
- 3.03 When the Employer desires to prohibit an employee's engagement in business, employment or other outside activity outside his regularly scheduled hours of duty, such employee will be notified in writing together with the reason for withholding such permission. Such permission shall not be unreasonably withheld.
- 3.04 Employees are prohibited from carrying on any business, employment or other outside activity outside their regularly scheduled hours of duty when such business, employment or other outside activity is such that:
- (a) a conflict of duties may develop between an employee's regular work and his outside interest; or
  - (b) certain knowledge and information available only to employees of the Employer place the employee in a position where he can exploit the knowledge or information for personal gain.
- 3.05 Any business, employment or other outside activity carried on by the Employer must not interfere with the operations of the Employer.

### **Article 4**

#### **Recognition**

- 4.01 The Employer recognizes the Union as the exclusive Bargaining Agent for all employees in the Bargaining Unit in accordance with the certificate issued by the Canada Industrial Relations Board.
- 4.02 The Employer agrees to inform prospective employees prior to their initial employment that the Employer is a Union shop.
- 4.03 Freedom from Discrimination

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, nationality, religion,



ancestry, ethnic origin, place of origin, marital status, gender identity, sexual orientation, family status, family affiliation, political belief, political association, social condition, disability, a conviction for which a pardon has been granted, nor by reason of union membership or activity.

4.04 Freedom From Harassment

- (a) “Sexual Harassment” means any conduct, comment, gesture, or contact of a sexual nature:
  - (i) that is likely to cause offence or humiliation to any employee
  - (ii) that might, on reasonable grounds, be perceived by that Employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.
- (b) “Personal Harassment” means any improper behaviour by a person employed that is directed at and offensive to another person employed, and which the first person knew or ought reasonably to have known would be unwelcome. Personal Harassment comprises objectionable conduct, comment or display that demeans, belittles or causes personal humiliation or embarrassment.

4.05 Every employee is entitled to employment free of sexual or personal harassment.

4.06 The Employer will make every reasonable effort to ensure that no Employee is subjected to sexual or personal harassment.

4.07 Freedom from Workplace Violence

“Workplace violence” means any incident in which an employee is abused, threatened or assaulted during the course of his or her employment, and includes but is not limited to all forms of harassment, bullying, intimidation and intrusive behaviours of a physical or emotional nature.

4.08 Every employee is entitled to employment free of workplace violence.

4.09 The Employer will make every reasonable effort to ensure that no Employee is subjected to workplace violence.

**Article 5**  
**Application**

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

5.02 Casual employees shall be entitled to receive Vacation Pay, but no other benefits or allowances.

5.03 Term employees shall be entitled to receive the same pay and benefits as a full time or part time employee.

- 5.04 Part-time employees shall be entitled to all eligible pay and benefits provided under this Collective Agreement in the same proportion as their weekly hours of work compare to the standard work day, week or month as provided in Appendix A.
- 5.05 The Union and the Employer shall share equally in all costs associated with the printing and distribution of the Collective Agreement. The Union will facilitate said printing.

## **Article 6** **Future Legislation**

- 6.01 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.
- 6.02 **Conflict of Provisions**

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

## **Article 7** **Strikes and Lockouts**

- 7.01 There shall be no lockout by the Employer and no strike by the Union or any employee or employees during the term of this Collective Agreement.

## **Article 8** **Managerial Responsibilities**

- 8.01 Nothing in this Agreement shall affect the rights of the Employer to manage the business.
- 8.02 Managerial responsibilities or decisions will be carried out or made in a manner that is just, reasonable and non-discriminatory.

**Article 9**  
**Employer Directives**

- 9.01 If the Employer creates a Policy which applies to employees the Employer will provide the union with a copy of that Policy.

**Article 10**  
**Union Access to Employer Premises**

- 10.01 Upon reasonable notice the Employer will permit access to its work premises of an accredited Representative of the Union.

**Article 11**  
**Appointment of Representatives**

- 11.01 The Employer acknowledges the right of the Union to appoint employees as Representatives. The Union will advise the Employer verbally of the names of all Representatives within forty-eight (48) hours of appointment and will confirm the appointment in writing within thirty (30) days.

**Article 12**  
**Time Off for Union Business**

12.01 Arbitration Hearings (Disputes)

- (a) The Employer will grant leave without pay for up to two (2) employees representing the Union before a conciliation or arbitration hearing.
- (b) Employee called as a Witness

The Employer will grant leave without pay to an employee called as a witness before an Arbitration hearing and leave with pay to an employee called as a witness by the Union.

12.02 Arbitration Hearing (Grievance)

- (a) The Employer will grant leave without pay to an employee who is a party to the grievance which is before an Arbitration Board to attend the Arbitration Hearing.

(b) Employee who acts as a Representative

The Employer will grant leave without pay to the representative of an employee who is a party to the grievance to attend the arbitration hearing.

(c) Employee called as a Witness

The Employer will grant leave without pay to a witness called by an employee who is a party to the grievance to attend the Arbitration Hearing.

12.03 Subject to operational requirements, where an employee and his Representative are involved in the process of his grievance, they shall be granted reasonable time off with pay.

12.04 Contract Negotiations Meetings

The Employer will grant leave without pay for two (2) employees for the purpose of attending contract negotiations on behalf of the Union for the duration of such negotiations.

12.05 Where an employee is on leave without pay under Article 12.04, the Employer shall continue to pay the employee, and shall invoice the Union for the costs of the employee's absence. The Union shall pay the invoice in a timely manner.

12.06 Employee Organization, Executive Council Meetings, Congress and Convention

Subject to operational requirements the Employer will grant reasonable leave without pay to a maximum of two (2) employees to attend executive council meetings and conventions of the Alliance, the Union of Northern Workers, the Canadian Labour Congress and the N.W.T. Federation of Labour.

12.07 Representatives Training Course

Subject to operational requirements the Employer will grant reasonable leave without pay to a maximum of two (2) employees to undertake union training.

12.08 Leave for Paid Elected Officers

An Employee elected as a full time paid officer of the executive of the Union of Northern Workers or the PSAC shall, upon application and with at least one (1) month notice to the Employer, be granted leave of absence without pay for the term of office. During the leave of absence such Employees shall maintain all rights and benefits accumulated prior to commencement of the leave but shall not accumulate any additional benefits during the leave, unless the parties agree otherwise.

- 12.09 Such employees shall advise the Employer as soon as possible when an extension of their leave of absence is applicable due to re-election.
- 12.10 Upon termination of their leave of absence such Employee shall be offered as a minimum the position they held with the Employer before they commenced the leave of absence. The Employer may backfill this position with a term employee for the period of leave.
- 12.11 Notwithstanding Article 12.10, the Employer may make an offer of employment to such an employee to a position inside the Bargaining Unit should such employee bid on a competition and be the successful candidate.
- 12.12 Such employees will retain their seniority but shall not accrue further seniority during their leave of absence.

### **Article 13** **Membership Fees**

- 13.01 The Employer will, as a condition of employment, deduct an amount equal to the amount of Membership Fees from the pay of all employees.
- 13.02 The Union shall inform the Employer in writing of the Membership Fees to be deducted for each employee.
- 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 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.
- 13.05 The amounts deducted in accordance with Clause 13.01 shall be remitted to the Comptroller of the Alliance by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on his behalf.
- 13.06 The Employer shall make deductions for other purposes upon the written request of the employee.
- 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 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 and job classification of all employees in the Bargaining Unit.

The Employer shall indicate which employees have been hired or transferred and those employees whose employment has been terminated during the period reported.

14.02 The Employer shall provide each employee with a copy of this Collective Agreement.

14.03 The Employer agrees to provide each new member of the Bargaining Unit with a copy of this Collective Agreement upon his appointment.

14.04 The Employer shall notify the Union of all newly created classifications including its designation as to whether it is within or outside of the Bargaining Unit.

## **Article 15** **Seniority**

15.01 Seniority is defined as the length of continuous service with the Employer, and shall be applied on a bargaining unit wide basis.

15.02 Newly hired employee shall be on probation for a period of six (6) months. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement except Seniority Rights. After successful completion of the probationary period the employee shall be granted seniority retroactive to the date of hire.

15.03 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, and shall be sent to the union every six (6) months.

15.04 An employee shall lose all seniority and shall be considered terminated in the following circumstances:

- (a) where the employee has abandoned his position;
- (b) twelve months after the date upon which the employee became a Lay-off;  
and

- (c) where an employee fails to return to work within 10 working days of receipt of notice of recall from Lay-off in accordance with Article 33.05.

## **Article 16**

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

- 16.01 The Employer shall provide bulletin board space in its office and shop clearly identified for exclusive Union use.
- 16.02 Subject to operational requirements the Employer may make available to the Union and the members of the Bargaining Unit a suitable meeting room to be used from time to time for the business relating to the Bargaining Unit.

## **Article 17**

### **Designated Paid Holidays**

- 17.01 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) Victoria Day;
  - (e) National Aboriginal Day;
  - (f) Canada Day;
  - (g) the first Monday in August, or another day fixed by Order of the Commissioner;
  - (h) Labour Day;
  - (i) Thanksgiving Day;
  - (j) Remembrance Day;
  - (k) Christmas Day;
  - (l) Boxing Day; and



- (m) one additional day if proclaimed by an Act of Parliament as a National Holiday or proclaimed by the Chief of Behchokò.

17.02 Entitlement and Absent without Cause

No employee is entitled to be paid in respect of a Designated Paid Holiday on which he does not work:

- (a) where he has not worked for his Employer a total of thirty days during the preceding twelve months.
- (b) where he did not report for work on that day after having been called to work on that day; or
- (c) where, without the consent of his Employer, he has not reported for work on either his last regular working day preceding or following the Designated Paid Holiday.

17.03 Designated Paid Holiday Falling on a Day of Rest

When a Designated Paid Holiday coincides with an employee's day of rest, the Designated Paid Holiday shall be moved to the employee's first working day following his day of rest, unless the Employer and employee mutually decide on a different date.

17.04 When a Designated Paid Holiday for an employee is moved to another day under the provisions of Clause 17.03:

- (a) work performed by an employee on the day from which the Designated Paid Holiday was moved shall be considered as work performed on a day of rest; and
- (b) work performed by an employee on the day to which the Designated Paid Holiday was moved, shall be considered as work performed on a Designated Paid Holiday.

17.05 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 twice (2X) his hourly rate for all hours worked.

17.06 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.

## **Article 18** **Leave – General**

- 18.01 When the employment of an employee who has been granted more vacation, sick leave or special leave with pay than he has earned dies the employee shall be considered to have earned that amount of leave with pay granted to him.
- 18.02 During the month of May in each year the Employer shall inform each employee in the Bargaining Unit in writing of the balance of his special, sick and vacation leave credits as of the 31st day of March.
- 18.03 At the end of the fiscal year, an employee's entitlement to vacation leave with pay shall be recorded as actual days and a part day will be recorded as actual hours of entitlement.
- 18.04 When the Employer rejects an employee's application for leave, upon request the detailed reasons for the rejection shall be provided to the employee in writing.
- 18.05 An employee shall provide one (1) week advance notice except in extenuating circumstances for leave of five (5) working days or more. An employee's request for leave shall be responded to by Employer within one (1) week, unless for extenuating circumstances the Employer was unable to respond within the one (1) week time period.
- 18.06 Notwithstanding any provisions for leave in this Agreement, employees may request and the Employer may grant leave of absence with or without pay in emergency or unusual situations. Such requests shall not be unreasonably denies.
- 18.07 An employee who is on leave of absence without pay is not entitled to receive any pay or allowances for the period of leave without pay, unless this Agreement specifically provides otherwise. When an employee is entitled to an allowance and is granted leave with pay, he is entitled during his period of leave with pay to continue to receive the allowance.
- 18.08 The Employer will respond to leave requests in a timely fashion.

## **Article 19** **Vacation Leave**

- 19.01 Accumulation of Vacation Leave
- (a) For each month of a fiscal year in which an employee receives ten (10) days pay, he shall earn vacation leave at the following rates:

- (i) one decimal three seven five (1.375) days each month until the month in which the anniversary of the second (2nd) year of continuous service is completed.
  - (ii) one decimal seven nine (1.79) days each month commencing in the month after completion of two (2) years of continuous service and ending in the month that seven (7) years of continuous service is completed.
  - (iii) two decimal zero eight (2.08) days each month commencing in the month after completion of seven (7) years of continuous service.
  - (iv) two decimal five (2.5) days each month commencing in the month after completion of fifteen (15) years of continuous service.
  - (v) two decimal nine two (2.92) days each month commencing in the month after completion of twenty (20) years of continuous service.
- (b) Part time employees shall receive vacation pay based on length of service as indicated in (1) above prorated to the number of hours worked as compared to a full time employee.

#### 19.02 Granting of Vacation Leave

- (a) In granting vacation leave with pay to an employee, the Employer shall make every reasonable effort to:
- (i) schedule vacation leave for all employees in the fiscal year in which it is earned;
  - (ii) not recall an employee to duty after he has proceeded on vacation leave;
  - (iii) grant the employee his vacation leave during the fiscal year in which it is earned at a time specified by him;
  - (iv) to grant the employee vacation up to four (4) consecutive weeks depending upon his vacation entitlement when so requested by the employee;
  - (v) to grant the employees their vacation leave preference and, where as between two or more employees who expressed a preference for the same period of vacation leave, seniority will prevail;
- (b) All requests for vacation leave will be made in writing.

#### 19.03 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 20; or
- (b) is granted special leave with pay because of illness in the immediate family as defined in Article 20; 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 (subject to 19.02 (a) above) or reinstated for use at a later date.

19.04 Employees are not permitted to carry over more vacation credits than can be earned in one (1) fiscal year. Vacation leave credits exceeding one (1) year's entitlement will be liquidated in the month of June in each year.

19.05 Winter Bonus Days

- (a) An employee who has requested and is granted annual leave between October 1st and April 30<sup>th</sup> of any year shall, in addition to her vacation leave entitlement, receive one (1) day of extra leave for each five (5) consecutive days of annual leave that he liquidates within the above days up to a maximum of three (3) days.
- (b) In cases where a designated paid holiday falls within the period of vacation leave, it shall be considered as a day of liquidated leave for determining the entitlement of winter bonus days.

**Article 20**  
**Special Leave**

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

- (a) one-half ( $\frac{1}{2}$ ) day for each calendar month in which he received pay for at least ten (10) days, or
- (b) one-quarter ( $\frac{1}{4}$ ) day for each calendar month in which he received pay for less than ten (10) days.

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

20.02 The Employer shall grant special leave earned with pay for a period of up to five (5) consecutive working days when there is a death in the employee's immediate family (father, mother, brother, sister, spouse, common law spouse, child, step-child, adopted child, father-in-law, mother-in-law, son-in-law, daughter-in-law,

and any relative permanently residing in the employee's household or with whom the employee permanently resides).

20.03 The Employer shall grant special leave earned with pay for a period of up to three (3) consecutive working days when there is a death of the employee's aunt or uncle.

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

(a) employee's spouse or

(b) employee's children

who live with the employee are ill.

(c) The Employer may grant an employee special leave with pay for a period of up to three (3) consecutive working days:

(i) where special circumstances not directly attributable to the employee prevent his reporting to duty, including;

1) serious household or domestic emergencies;

2) a general transportation tie up caused by weather;

3) a serious community emergency where the employee is required to render assistance.

20.05 An employee shall be granted special leave with pay up to a maximum of two (2) working days on the occasion of

(a) the birth or adoption of the employee's child; or

(b) when the employee is to be married.

This leave may be taken at separate times.

20.06 Advance of Credits

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

20.07 Casual Leave

Employees shall be granted casual leave with pay to a maximum of three (3) hours for local medical, dental, and legal appointments, provided that the appointments cannot be scheduled outside of working hours. Casual leave shall be granted for the length of the appointment and travel if the appointment is outside of Behchokò. The Employee shall return to work at the end of their appointment as soon as reasonably practicable.

20.08 Employee's will be allowed up to one (1) hour of leave if required for the purpose of voting in any Federal or Territorial election.

20.09 Community Hunting Leave

Subject to operational requirements, special leave with pay to a maximum of three (3) days per year may be granted on short notice to an employee in order to participate in community hunting activities. Such leave shall not be unreasonably denied.

When such leave is granted, a minimum staffing level of three maintenance employees, one of which being the Foreman or Acting Foreman, shall be maintained.

## **Article 21** **Sick Leave**

21.01 Employees will be eligible for paid sick leave providing the employee reports sickness within two (2) hours of having to report to work to the Manager.

21.02 Employees must sign a statement, for any sick leave claimed, stating that because of illness or injury he was unable to perform his duties.

21.03 All sick leave shall be approved by the Manager.

21.04 Sick leave cannot be converted to any other type of leave or pay.

21.05 Employees are not eligible for sick leave with pay for any period during which he is on leave of absence without pay or under suspension.

21.06 Credits

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

21.07 All absences on account of illness on a normal working day (exclusive of designated holidays) shall be charged against an employee's accumulated sick leave credits.

- 21.08 In circumstances where sick leave would be authorized but the employee has insufficient or no sick leave credits, at the sole discretion of the Employer he may be granted sick leave in advance to a limit of five (5) days which shall be charged against future credits as earned. If the employee dies before authorized unearned sick leave has been liquidated, no recovery shall be made from the employee's estate. Sick leave advances will not be granted to probationary employees.
- 21.09 Upon request of the Employer, an employee will provide a note from a qualified medical or nursing practitioner certifying that such employee is unable to carry out his duties due to illness.. This note will only be requested if the period of illness is for three (3) consecutive working days or after a total of nine (9) days sick leave has been taken in a fiscal year.
- 21.10 When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for a concurrent period, there shall be no charge against his sick leave credits for the period of concurrency.

21.11 Travel Time

Every employee who is proceeding to a medical center under the provisions of this Article with the approval of the Employer will be granted sick leave for the lesser of three (3) days or the actual time taken to travel from Behchokò to the medical centre outside of Behchokò and return.

## **Article 22**

### **Other Types of Leave**

22.01 Court Leave

Leave of absence with pay shall be given to every employee other than employees on leave of absence without pay, laid off or on suspension who is required:

- (a) to serve on a jury and the jury selection process; or
- (b) by subpoena or summons to attend as a witness in any proceeding held:
  - (i) in or under the authority of a court of justice or before a grand jury;
  - (ii) before a court, judge, justice, magistrate, or coroner;
  - (iii) before the Senate or House of Commons of Canada, or a committee of the Senate or House of Commons, otherwise than in the performance of the duties of his position;

- (iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it;
- (v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it;
- (c) Notwithstanding anything contained in this Article, there may be deducted from the regular pay of the employee any remuneration received by him as a result of serving on a jury or as a witness, other than remuneration received as an allowance or reimbursement for expenses incurred in such duty.

#### 22.02 Injury on Duty Leave

An employee shall be granted injury-on-duty leave with pay for such reasonable period as may be determined by the Employer where it is determined by the Workers' Safety and Compensation Commission that the employee is unable to perform his duties because of:

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

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

#### 22.03 Maternity Leave

##### Notification of Pregnancy

- (a) An employee who is pregnant shall be granted seventeen (17) consecutive weeks maternity leave without pay commencing at any time during the seventeen (17) week period immediately preceding the expected date of delivery, provided that the employee gives the Employer written notice at least four (4) weeks before the day on which the employee expects to commence her leave. All other issues of notice or extension of the period of maternity leave shall be according to the Employment Standards Act.
- (b) The Employer may:



- (i) upon written request from the employee, defer the commencement of maternity leave without pay of an employee or terminate it earlier than seventeen (17) weeks after the date of the termination of her pregnancy;
  - (ii) grant maternity leave without pay to an employee to commence earlier than seventeen (17) weeks before the expected termination of her pregnancy;
  - (iii) where maternity leave without pay is requested, require an employee to submit a medical certificate certifying pregnancy.
- (c) Leave granted under this Clause shall be counted for the calculation of "continuous employment".

22.04 Further, when a pregnant employee produces a statement from her physician that her working condition may be detrimental to her health or that of the fetus, the Employer will either change those working conditions where that is reasonable within his operational requirements or allow the employee to take leave of absence without pay for the duration of her pregnancy.

22.05 Parental Leave Without Pay

- (a) Where an employee has or will have the actual care and custody of his/her newborn child; or where an employee commences proceedings to adopt a child who is below the age of majority or obtains an order for the adoption of a child who is below the age of majority, he/she shall be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks. The leave shall be taken during the fifty-two (52) week period immediately following the day the child is born or, in the case of adoption, within the fifty-two (52) week period from the date the child comes into the employee's care and custody.
- (b) Leave granted under this Clause shall be counted for the calculation of "continuous employment".
- (c) Parental leave utilized by an employee-couple shall not exceed a total of thirty-seven (37) weeks for both employees combined.
- (d) Parental leave utilized by an employee-couple in conjunction with maternity leave shall not exceed a total of fifty-two (52) weeks for both employees combined.
- (e) Parental leave taken by an employee in conjunction with maternity leave shall be taken immediately after the termination of maternity leave and the

duration of both periods of leave shall not exceed a total of fifty-two (52) weeks.

- 22.06 An employee who takes parental and/or maternity leave without pay shall continue to accrue seniority during the period of leave. Any period of leave shall be considered for pay increment purposes.
- 22.07 An employee who takes parental and/or maternity leave without pay is entitled to be reinstated in the position that the employee occupied when the leave commenced.
- 22.08 With the consent of the Employer, an employee may return to work prior to the expiry of parental or maternity leave without pay.

### **Article 23**

#### **Hours of Work**

- 23.01 Regular hours of work for bargaining unit members shall be from Monday to Friday inclusive as follows:
- (a) Administration staff – 9:00 a.m. to 5:00 p.m., exclusive of a one (1) hour unpaid meal period.
  - (b) Maintenance staff – 8:00 a.m. to 5:00 p.m., exclusive of a one (1) hour unpaid meal period.
- 23.02 All employees shall be entitled to rest periods of fifteen (15) minutes duration twice per day commencing at or around the mid-point of the shifts.
- 23.03 In the event that an employee is unable to take his meal period due to operational requirements, the meal period will be taken at a later time. In the event that an employee is unable to take this meal period at all during the day, he will have the option of leaving work early at the end of the day, or claiming overtime in the amount of time worked due to missing the meal period.

### **Article 24**

#### **Overtime**

- 24.01 In this Article:
- (a) "Straight time rate" means the employees hourly rate of pay.
  - (b) "Time and one-half" means one and one-half times the straight time rate.
  - (c) "Double time" means twice the straight time rate.

24.02 An employee who is required to work overtime by the employer shall be paid overtime compensation for all overtime worked subject to a minimum payment of fifteen (15) minutes at the overtime rate.

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

24.04 Allocation of Overtime

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

(i) to allocate overtime work on an equitable basis among readily available qualified employees who are normally required in their regular duties to perform that work;

(ii) to give employees who are required to work overtime reasonable advance notice of this requirement.

24.05 Subject to Article 24.02 an employee who is required to work overtime shall be entitled to the appropriate rate described below.

Overtime work shall be compensated as follows:

(a) at time and one-half ( $1\frac{1}{2}X$ ) for the first four hours of overtime worked, and

(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 a second or subsequent day of rest, provided the days of rest are consecutive;

24.06 Where an employee is required to work three (3) or more hours of overtime immediately following his regularly scheduled hours of duty, the employee shall be provided with an unpaid meal period of at least one (1) hour.

24.07 Employees shall work overtime only with prior written authorization of the Employer, or in the case of an emergency.

Emergencies are defined as a breakdown or interruption in service which endangers the health and/or safety of tenants or the security of the property. The Employer shall, after consultation with the Labour/Management Committee, provide a list of emergency situations.

## **Article 25** **Lieu Time**

- 25.01 Employees may choose to receive lieu time instead of overtime, to a maximum of one week (35 or 40 hours). Lieu time shall be accumulated at a rate of one and one-half hour for each hour worked (when overtime would be paid at time and one-half) and two hours for each hour worked (when overtime would be paid at double time).
- 25.02 Lieu time may be taken on overtime, call back pay, and work on a designated paid holiday.
- 25.03 Lieu time shall be taken at a time mutually agreed by the Employer and the employee.

## **Article 26** **Pay**

- 26.01 Employees are entitled to be paid for services rendered for the position to which they are appointed at the pay rates specified in Appendix A.
- 26.02 Employees shall be paid on every second Thursday.

In the event there is delay in paying employees, emergency cheques will be issued to the extent of wages earned during that pay period.

Where cheques are distributed to employees at their place of work, they shall first have been placed in sealed envelopes.

The Employer shall deposit an employee's pay directly to the financial institution of the employee's choice when requested by the employee.

- 26.03 Employees who have earned overtime compensation or any other extra allowances in addition to their regular pay, should receive such remuneration in the pay period in which it was earned but in any event shall receive such remuneration on the following pay day.

When overtime compensation is paid, the pay statement shall indicate the pay periods, rate of overtime, and the number of overtime hours.

- 26.04 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.

26.05 Acting Pay

- (a) Where an employee is required by the Employer to perform duties of a higher classification level on an acting basis, the employee shall be paid acting pay calculated from the first (1st) consecutive working day on which he commenced to act. The employee will receive acting pay at a rate of fifteen percent (15%) over his regular rate up to, but not exceeding the maximum level of pay approved for the position in which he is acting. Acting pay must be authorized by the Employer, in writing and in advance.
- (b) When a Designated Paid Holiday occurs on a day when the employee would otherwise be performing duties on an acting basis, the Designated Paid Holiday shall be considered as a day worked for purposes of acting pay.

26.06 Salary Increases

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

26.07 Pay Recovery

- (a) When an employee has received more than his proper entitlement to wages or benefits, no continuing employee shall be subject to deductions in excess of twenty percent (20%) of the employee's net earnings per pay period except for the employees final pay period.

**Article 27**  
**Reporting Pay**

27.01 Insufficient Work

- (a) If an employee reports to work as scheduled and is advised by the Employer that there is insufficient or no work available he is entitled to four (4) hours pay at the straight time rate.

## **Article 28** **Call-Back Pay**

### 28.01 **Compensation for Recall**

- (a) When an employee is recalled to a place of work for a specific duty and where the recall was not scheduled in advance, he shall be paid the greater of:
  - (i) compensation at the appropriate overtime rate; or
  - (ii) compensation equivalent to four (4) hours' pay at the straight-time rate.
- (b) Compensation for call-back shall be made either in pay or compensatory leave. If compensatory leave is chosen by the employee, it shall be taken at a time mutually agreeable to the Employer and employee.

## **Article 29** **Term Positions**

- 29.01 Except with prior mutual agreement between the Union and the Employer, no term position may extend beyond two (2) years. Should the Employer wish a term position to extend beyond a period of two (2) years, that position must become a regular position which must be offered to the incumbent of the term position, and his or her seniority shall be the initial date of hire into his or her term position.

## **Article 30** **Standby**

### 30.01 **Standby**

- (a) Where the Employer requires employees to be available on standby during off-duty hours, an employee shall be entitled to a standby payment of one hour's pay at the employee's base salary for each eight (8) consecutive hours or portion thereof that they are on standby, except on their days of rest and designated paid holidays. For each eight (8) consecutive hours or portion thereof that an employee is on standby on a day of rest or designated paid holiday, they shall be paid one and one half hours pay at the employee's base salary.
- (b) 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

shall be available to return for duty as quickly as possible if called. In designating employees for Standby the Employer will endeavor 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.

- (c) No standby payment shall be granted if an employee is unable to report for duty when required.
- (d) An employee on standby who is required to report to work shall be paid, in addition to the standby pay, at a rate of time and one half the employee's regular rate of pay for all hours worked, subject to a minimum payment equivalent to four (4) hours pay at his regular rate, provided that the employee shall only be paid the minimum payment of four (4) hours pay at the straight time rate once during each standby payment of eight (8) consecutive hours or portion thereof.
- (e) No disciplinary action will be taken against an employee who is not available for Standby Duty provided he provides advance notice and the Employer approves another employee who is prepared to cover his standby shift.
- (f) Except in the case of an emergency, standby schedules shall be posted fourteen (14) days in advance of the starting date of the new standby schedule.

### **Article 31** **Technological Change**

- 31.01 Both parties recognize the overall advantages of technological change. Both parties will therefore encourage and promote technological change and improvements and comply with the provisions of the Canada Labour Code regarding Technological Change.

### **Article 32** **Pay for Travel on Behalf of the Employer**

- 32.01 Where an employee is required to travel on behalf of the Employer, he shall be paid:
- (a) when the travel occurs on a regular workday, 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, with a minimum of four (4) hours pay at the straight time rate and a maximum of eight (8) hours at the applicable overtime rate.
- 32.02 For the purpose of this Article, hours traveled includes a one (1) hour check-in period at airports, as well as a one (1) hour check-out period at each overnight stopover and at the final destination. Hours traveled also include time spent waiting for connecting flights, but is exclusive of overnight stopovers.
- 32.03 The Employer will make every reasonable effort to restrict travel outside of Behchokò that requires absence from home beyond a period which includes two (2) weekends.

### **Article 33** **Lay-Off and Job Security**

- 33.01 Lay-offs will be made, when necessary, on the basis of reverse order of seniority within each position.

In order to minimize the adverse effects of Lay-off, the Employer may provide retraining where practicable and where a vacancy exists.

A person ceases to be a Lay-off, loses all seniority and is deemed terminated if he is not appointed to a position within twelve (12) months from the date on which he became a Lay-off.

- 33.02 Before an employee is laid off:
- (a) The Employer shall give an employee who is to be laid off three (3) months notice in writing (or three (3) months pay in lieu of notice) of the effective date of his lay-off;
  - (b) Every employee subject to lay-off shall ,if three (3) months notice period is given, 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 as the Employer considers reasonable for the employee to travel to and from the place where his presence is so required.
- 33.03 Recall from a lay-off will be made on the basis of seniority within each position.
- 33.04 The Employer shall give notice of recall personally or by registered mail.



Where notice of recall is given personally, the Employer shall deliver 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 seven (7) days from the date of mailing.

- 33.05 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.

### **Article 34** **Cooling Off Period**

- 34.01 An employee who wilfully 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 one (1) working day.

An employee shall not be entitled to the benefit of the cooling off period more than once during the life of the collective agreement.

### **Article 35** **Job Descriptions**

- 35.01 When an employee is first hired or when an employee is reassigned to another position in the bargaining unit, the Employer shall, before the employee is assigned to that position, provide the employee with a current and accurate written job description of the position to which he or she is assigned.
- 35.02 Upon written request, an employee shall be given a complete and current job description and responsibilities of his or her position.

### **Article 36** **Employee Performance Review and Employee Files**

- 36.01 When a formal review of an employee's performance is made, the employee concerned shall be given the opportunity to discuss then sign the 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 38 to correct any factual inaccuracies in his performance appraisal.

The formal review of an employee's performance shall also incorporate an opportunity for the employee to state his career development goals and identify

- any training, in-service training, re-training, or any facets of career development that the employee has an interest in.
- 36.02 The Employer agrees not to introduce as evidence in the case of promotional opportunities or disciplinary action any document from the personnel 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.
- 36.03 Any document or written statement related to disciplinary action which may have been placed on the Personnel file of an employee shall be destroyed after twelve (12) months has elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.
- 36.04 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.
- 36.05 Only one personnel file per employee for the purposes of performance evaluation or discipline shall exist.
- 36.06 The Employer agrees that communications between an employee and his representative are privileged and confidential.

### **Article 37**

#### **Classification**

- 37.01 During the term of this Agreement, if a new or revised position is implemented by the Employer, the Employer shall before applying the new or revised position standard, negotiate with the Union the rates of pay of employees for the positions affected. If the parties fail to reach agreement within ninety (90) days from the date on which the Employer submits the new or revised position to the Union, the Employer may apply the new rates of pay and the Union may refer the matter to arbitration. The arbitrator's decision will be retroactive to the date of application of the new rates.

### **Article 38**

#### **Adjustment of Disputes**

- 38.01 The Employer and the Union recognize that grievances may arise in each of the following circumstances:
- (a) by the interpretation or application of a provision of this Collective Agreement; and

- (b) disciplinary action resulting in demotion, suspension, or a financial penalty; and
  - (c) dismissal; and
  - (d) letters of discipline placed on personnel file.
- 38.02 If he so desires, an employee may be assisted and represented by the Union when presenting a grievance at any level.
- 38.03 An employee who wishes to present a grievance at any level in the grievance procedure, shall transmit this grievance to his immediate supervisor who shall forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate level who shall acknowledge the date on which the grievance was received.
- 38.04 A grievance shall be processed by recourse to the following steps:
- (a) First Level (Housing Manager)
  - (b) Second Level (Board of Directors)
  - (c) Final Level (Arbitration)
- 38.05 The Union shall have the right to consult with the Employer with respect to a grievance at each level of the grievance procedure.
- 38.06 An employee shall present a grievance to the first level of the procedure in the manner prescribed in Clause 38.03 not later than twenty-five (25) calendar days after the date on which he is notified orally or in writing or on which he first becomes aware of the action or circumstances giving rise to the grievance.
- 38.07 The Employer shall reply in writing to an employee's grievance within fourteen (14) calendar days at First level, and within thirty (30) calendar days at Second level.
- 38.08 An employee or the Union may present a grievance at each succeeding level in the grievance procedure beyond the first level,
- (a) where the decision or settlement is not satisfactory to the grievor, within fourteen (14) calendar days after that decision or settlement has been conveyed in writing to him by the Employer, or;
  - (b) where the Employer has not conveyed a decision to the grievor within the time prescribed in Clause 38.08 within fourteen (14) calendar days after the day the reply was due.

- 38.09 Where an employee has been represented by the Union in the presentation of his grievance, the Employer will provide the appropriate representative of the Union with a copy of the Employer's decision at each level of the grievance procedure at the same time that the Employer's decision is conveyed to the employee.
- 38.10 The Union shall have the right to initiate and present a grievance(s) in accordance with the grievance procedure.
- 38.11 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.
- 38.12 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 approval, in writing, of the Union.
- 38.13 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. Grievances that are not presented at any level of the grievance procedure within the time limits set out in this Article shall be abandoned, and may not later be presented or advanced.
- 38.14 The Employer shall have the right to initiate and present grievances, which shall be filed directly with the Union, at its office in Yellowknife.
- 38.15 Arbitration
- Should the grievance not be resolved at Second Level either party may, by written notice to the other party, refer the matter to arbitration. Grievances shall be referred to arbitration within thirty (30) days of the date of the Second level response, or if there is no Second Level response, within thirty (30) days of that date that the Second Level response was due.
- 38.16 The parties agree that any arbitration arising out of this agreement shall be made by a single arbitrator to be mutually agreed upon by the parties.
- 38.17 If mutual agreement is not reached by the parties to choose a single arbitrator within thirty (30) calendar days from the date that either party receives notification of a wish to proceed to arbitration, then the Director of the Federal Mediation and Conciliation Services of Human Resources Development Canada shall be asked to appoint an arbitrator.
- 38.18 The arbitrator has all of the powers granted to arbitrators under the Canada Labour Code, in addition to any powers that are contained in this Agreement.

- 38.19 The arbitrator shall hear and determine the difference or allegation and shall issue a written decision and the decision is final and binding upon the parties and upon any Employee affected by it.
- 38.20 The Arbitrator shall not have the authority to alter or amend any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or to render any decision contrary to the terms and provision of this Agreement.
- 38.21 The Employer and the Union shall each pay one-half (1/2) of the remuneration and expenses of the arbitrator and each party shall bear its own expenses of every such arbitration.
- 38.22 In addition to the powers granted to arbitrators under the provisions of the Canada Labour Code, the Arbitrator may:
- (i) alter, replace or substitute any discipline imposed on an Employee with any other discipline which the Arbitrator considers fair and reasonable;
  - (ii) determine that where the discharge of the Employee is not appropriate, direct the Employer to reinstate the Employee and pay to the Employee a sum equal to his wages lost by reason of his dismissal, or such less sum as in the opinion of the arbitrator is fair and reasonable; or direct that instead of reinstatement the Employee be paid a sum of money which the Arbitrator considers fair and reasonable, or make such order as he considers fair and reasonable having regard to the terms of this Agreement.

### **Article 39** **No Contracting Out**

- 39.01 There shall be no contracting out of any work by the Employer if it would result in the lay-off, or continuance of a lay-off, or a reduction in the hours of work of any employee.

### **Article 40** **Labour/Management Committee**

- 40.01 A Labour/Management Committee will be formed to consult on matters of mutual interest.
- 40.02 The Labour/Management Committee shall be comprised of two (2) representatives of the Union and two (2) representatives of the Employer, with each party choosing their respective representatives.

40.03 The Committee will meet at any time at the request of either party, but in any event will meet at least once every second month.

Meetings Between Employee Representatives and Employer

40.04 The Employer will grant time-off with pay to two (2) employees who are meeting with the Employer on behalf of the Union when such meetings occur during working hours.

**Article 41**  
**Safety and Health**

41.01 In matters of Safety and Health, the Labour/Management Committee will follow the provisions:

- (a) The Committee is to consider various alternatives for ensuring that an injured employee receives the appropriate medical transportation to the nearest medical facility.
- (b) Information and Investigations Concerning Health Hazards and Work Injuries
  - (i) The Committee shall conduct such investigations as may be necessary to determine the circumstances surrounding work injuries and health hazards arising. Such investigations shall be conducted in the presence of Committee members.
  - (ii) Reports of these investigations shall be submitted to the Committee as well as the Union Representative and the Employer, who may request further information from the person(s) who conducted the investigation.

41.02 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.

41.03 The Employer will encourage employees to take first aid courses and will assume the costs of such courses and also the costs of refresher courses required to maintain the validity of a certificate. Employees taking first aid training during working hours shall be granted leave with pay for the duration of the courses.

41.04 Where the Employer requires and employee to undergo an occupational health examination by a qualified practitioner, the examination will be conducted at no expense to the employee.

An employee will be granted leave with pay to attend the examination.

### Right to Refuse Dangerous Work

41.05 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 Northwest Territories Safety Officer or his designated representative 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 this section.

### 41.06 The Right to Know

(a) Hazard Identification

The Employer shall identify in writing in all appropriate languages, new or presently used chemicals, substances or equipment present in the work area including hazards or suspected hazards, precautions and antidotes or procedures to be followed following exposure.

(b) Provision of Legislation or Employer's Policies

The Employer shall make available an updated copy of the *Safety Act* and regulations.

## **Article 42** **Duty Travel**

42.01 An employee who is authorized to travel on Employer business will be reimbursed for reasonable expenses incurred in accordance with the Government of Northwest Territories Duty Travel Policy.

## **Article 43** **Training and Education Leave**

43.01 Where the Employer requires an employee to attend training, full financial assistance in respect of salary, tuition, traveling, and other expenses shall be granted during such training.

- 43.02 If an employee wishes to attend a training course, the employee shall make a request to the Employer. The Employer shall, within sixty (60) days of the date of the request, advise the employee whether the request is approved or denied.
- 43.03 If the Employer requires an employee to attend training, the employee shall attend the training.
- 43.04 Where training is required by the Employer for all employees in a position, the training shall be provided to all employees in the position. The Employer may determine that the training may not be offered to all employees in the position at the same time.
- 43.05 The Employer may, at its sole discretion, approve education leave without pay.
- 43.06 The Employer may, at its sole discretion, grant an employee on education leave without pay under this article may receive an allowance in lieu of salary of up to one hundred percent (100%) of his/her annual rate of pay as provided in Appendix "A" of this Collective Agreement, depending on the degree to which the educational leave is deemed, by the Employer, to be relevant to organizational requirements. Where the employee receives a grant, bursary or scholarship, the education leave allowance may be reduced. In such cases, the amount of reduction shall not exceed the amount of the grant, bursary or scholarship.

## **Article 44** **Civil Liability**

- 44.01 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/her duties, then:
- (a) The employee, upon being served with any legal process, or upon receipt of any action or proceeding as hereinbefore referred to, being commenced against him must notify the Employer of any such notification or legal process;
  - (b) The Employer shall pay any damages or costs awarded against any such employee in any such action or proceedings and all legal fees provided the conduct of the employee which gave rise to the action did not constitute a willful breach or negligence of his/her duty as an employee;
  - (c) The Employer shall pay any sum required to be paid by such employee in connection with the settlement of any claim made against such employee provided the conduct of the employee which gave rise to the action did not constitute a willful breach or negligence of his/her duty as an employee;



- (d) Upon the employee notifying the Employer in accordance with paragraph (a) above, the Employer shall appoint counsel;
- (e) Nothing in this section shall interfere with the right of the Employer to defend itself or the employee.

## **Article 45**

### **Suspension and Discipline**

- 45.01 The Employer shall have the right to take disciplinary action including reprimand, demote, suspend with or without pay and/or discharge an employee for just and sufficient cause.
- 45.02 When employees are to be suspended or discharged from duty, the Employer shall notify the employee in writing of the reasons for such suspension or discharge within twenty-four (24) hours of the suspension or discharged in sufficient detail that the employee may defend himself/herself against it.
- 45.03 When employees are required to attend a meeting where a disciplinary decision concerning them is to be imposed by the Employer or a representative of the Employer, the employees are entitled to have a representative of the Union attend the meeting.
- 45.04 The existence, use and purpose of surveillance cameras and other monitoring devices in the workplace must be disclosed in writing to employees, unless the Employer can demonstrate proof of probable wrongdoing. If the existence or use of such devices is not disclosed, no information gathered by such devices may be used in any disciplinary action against an employee.

## **Article 46**

### **Vacancies, Job Postings, Promotions, and Transfers**

- 46.01 Every vacancy for positions expected to be of more than four (4) months duration and every newly-created position shall be posted on the Union notice Board. The job posting shall state the job position, and required qualifications of the job. An Employee who wishes to apply for a position so posted shall do so on or before the closing date as advertised on the posting.
- 46.02 No employee shall be transferred to a position outside the Bargaining Unit without his consent. If an employee takes 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. If the employee returns to a position in the bargaining unit the employee shall retain the seniority he/she accumulated up to the date of leaving the bargaining unit.

46.03 No employee shall be transferred to another position within the Bargaining Unit without his consent.

## **Article 47** **Trades**

47.01 **Wash-up Time**

Maintenance employees shall be permitted paid wash-up time to a maximum of five (5) minutes at the conclusion of each shift.

47.02 **Work Clothing and Protective Equipment**

The following clothing shall be provided to each full-time maintenance employee at no cost:

- (a) one (1) pair of summer coveralls;
- (b) one (1) pair of winter coveralls;
- (c) one (1) pair of summer safety boots;
- (d) gloves; and
- (e) one (1) pair insulated winter safety boots.

These articles shall be replaced by the Employer when they are presented as worn or damaged beyond repair or at least once per year.

47.03 The Employer will ensure that the following articles are provided in the shop for the use of employees as required by a Safety Officer or legislation:

- (a) aprons;
- (b) welding goggles;
- (c) dust protection;
- (d) eye protection;
- (e) ear protection; and
- (f) hard hats.

47.04 **Adverse Weather Conditions**

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

47.05 Shop Tools

The Employer shall provide shop tools, which are to remain at the shop and are to be used by all employees.

**Article 48**  
**Apprentices**

48.01 The following are agreed upon terms and conditions of employment for employees engaged as apprentices.

- (a) The Apprenticeship, Trades and Occupations Certification Act and regulations shall apply to all apprentices.
- (b) Apprenticeship Training programs shall be those designated under the Apprenticeship, Trade and Occupations Certification Act.
- (c) Pay increases shall not be automatic but will be based upon levels of certification pursuant to the Apprenticeship, Trades and Occupations Certification Act and shall be effective from the date of certification. The Employer shall apply the increase within three (3) months 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%

Two year training programs

Year 1	65%
Year 2	80%

One year training programs

Year 1                      70%

- (e) The Employer will pay the following expenses of the apprentice while attending trade courses:
  - (i) one hundred (100%) percent of current wages. The employee will apply for Employment Insurance for the period that he is on course, and will refund monies received by the Canada Employment and Immigration Center to the Employer.
  - (ii) The mileage expense specified in the duty travel Article of this Collective Agreement for the purpose of traveling to and from trades school.
  - (iii) The tool deposit required while at trade school.
- (f) While attending training courses, apprentices shall not receive any pay, allowances or benefits and shall not earn any allowances, benefits or credits.
- (g) Apprentices successfully completing their apprenticeship will be given preference in hiring on job vacancies. Where an Apprentice, after completing his Apprenticeship, is hired directly to a job vacancy, all time spent as an Apprentice shall count towards continuous employment with the Employer.

**Article 49**  
**Northern Allowance**

- 49.01 As of date of ratification of this collective agreement, all employees (except casual employees) shall receive a Northern Allowance. The Northern Allowance shall be based on \$6222.00
- 49.02 This allowance shall be paid on an hourly basis for all regular hours worked. It shall be paid bi-weekly.
- 49.03 This allowance shall increase at the same time, and to the same amounts as the allowance for Behchoko provided in the collective agreement between the Government of the Northwest Territories and the Union of Northern Workers.

**Article 50**  
**Interpretation and Translation Allowance**

- 50.01 When an employee is required by the Employer to provide interpretation or translation services which are outside of the employee's regular duties, the employee shall be paid an allowance equal to ten percent (10%) of the employee's regular hourly rate of pay for all hours worked.
- 50.02 These services must be authorized in advance, and in writing, by the Employer.

### **Bilingual Bonus**

- 50.03 Employees who are required by the Employer to use Tłıchq and English shall receive a bilingual bonus of 1,200.00 per year.

## **Article 51**

### **Summer Students**

- 51.01 The Employer may hire summer students. These students shall not be members of the bargaining unit. These students shall not be used to replace members of the bargaining unit.

## **Article 52**

### **Re-Opener of Agreement and Mutual Discussions**

- 52.01 Re-Opener of Agreement

This Agreement may be amended by mutual consent.

- 52.02 Mutual Discussions

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

## **Article 53**

### **Duration and Renewal**

- 53.01 The term of this Agreement shall be from April 1, 2016 until March 31, 2023. All provisions of this Agreement take effect on date of ratification, except where another date has been specified.
- 53.02 Notwithstanding Article 53.01, the provisions of this Agreement, including the provisions for the adjustments of disputes in Article 38 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.

- 53.03 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.
- 53.04 Where notice to commence collective bargaining has been given under Clause 53.03, the Employer shall not without consent by or on behalf of the employees affected, increase or decrease salaries or alter any other term or condition of employment of employees in the Bargaining Unit which was in force on the day on which the notice was given until a renewal or revision of this Agreement or a new Agreement has been concluded, or until Section 89 of the Canada Labour Code has been complied with.

Dated at Yellowknife, Northwest Territories, this 5<sup>th</sup> day of October, 2020.

**BEHCHOKÒ KÒ GHA K'ÀODÈÈ**



Barbara Zoe  
Housing Manager



Marie-Pier Leduc  
Negotiator

**PUBLIC SERVICE ALLIANCE OF  
CANADA**



Jack Bourassa  
Regional-Executive Vice-President, PSAC  
North



Robert McCallum  
Bargaining Team Member



Lilian Erasmus  
Bargaining Team Member



Martin Rioux  
Negotiator

**APPENDIX A**

<b>POSITION</b>	<b>April 1, 2016</b>	<b>APRIL 1, 2020</b>	<b>APRIL 1 2021</b>	<b>APRIL 1 2022</b>
<b>MAINTENANCE</b>				
Foreman	\$ 38.13	\$ 40.42	\$ 41.23	\$ 42.05
Carpenter	\$ 27.96	\$ 31.46	\$ 32.09	\$ 32.73
Painter/ Drywaller	\$ 27.96	\$ 31.46	\$ 32.09	\$ 32.73
HMS	\$ 27.96	\$ 31.46	\$ 32.09	\$ 32.73
Plumber	\$ 33.02	\$ 36.00	\$ 36.72	\$ 37.45
Oil Burner Mechanic	\$ 33.02	\$ 36.00	\$ 36.72	\$ 37.45
Maintenance Clerk	\$ 25.56	\$ 27.09	\$ 27.63	\$ 28.18
Casual Employee	\$ 21.70	\$ 23.00	\$ 23.46	\$ 23.93
<b>ADMINISTRATION</b>				
TRO	\$ 30.53	\$ 32.36	\$ 33.01	\$ 33.67
Finance Officer	\$ 37.59	\$ 39.84	\$ 40.64	\$ 41.45
Receptionist	\$ 26.32	\$ 27.90	\$ 28.46	\$ 29.03

**NOTES**

All current bargaining unit members who were employed before April 1<sup>st</sup>, 2020 will be paid a one-time signing bonus of \$5,000.00 no later than October 23, 2020.

Employees who are currently paid more than the rate of pay for their position will continue to receive their rate of pay, along with all negotiated increases, as they remain in their current position.

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## **LETTER OF UNDERSTANDING**

All employees, who as of the date of ratification of the 2011 – 2016 Collective Agreement, have more than 25 days special leave credits shall be entitled to retain and use those credits. These employees shall not accumulate any additional credits until their accumulation becomes less than 25 days.

This letter of Understanding shall remain in effect until there are no employees who have more than 25 days of special leave credits.

**LETTER OF UNDERSTANDING**

Re: Conversion to New Pay Grid

Despite the conversion to the new pay grid, the Employer and the Union agree the OBM Apprentice currently paid at the rate of \$33.02 shall have Present Incumbent Only status, and shall continue to receive all negotiated economic increases, until the employee completes journey-level certification or accepts another position.