

COLLECTIVE AGREEMENT

-between-

THE HAY RIVER HOUSING AUTHORITY  
(hereinafter referred to as the 'Employer')

-and-

THE PUBLIC SERVICE ALLIANCE OF CANADA

as represented by its Component:

The Union of Northern Workers  
(hereinafter referred to as the 'Union')

From: April 1, 2020
To: March 31, 2024

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## **Article 1**

### **PURPOSE OF AGREEMENT**

- 1.01 The Purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the Employees and the Union, to set forth certain terms and conditions of employment relating to pay, hours of work, Employee benefits, and general working conditions affecting Employees covered by this Agreement and to ensure that all reasonable measures are provided for the safety and occupational health of the Employees.

## **Article 2**

### **INTERPRETATION AND DEFINITIONS**

- 2.01 For the purpose of this Agreement:
- (a) "Abandonment of position" means an Employee is absent without leave and has not contacted the Employer for five (5) consecutive shifts, except where the Employee is stranded outside Hay River because of weather conditions and is unable to contact the Employer before or during the absence.
  - (b) "Agreement" and "Collective Agreement" means this Collective Agreement.
  - (c) "Alliance" means the Public Service Alliance of Canada.
  - (d) "Allowance" means compensation payable to an Employee in addition to the regular remuneration payable for the performance of the duties of their position.
  - (e) "Bargaining Unit" means all Employees of the Hay River Housing Authority except the Housing Manager and the Assistant Manager Bookkeeper, and casual Employees.
  - (f) "Casual Employee" means a person employed by the Employer for work of a temporary nature, not to exceed 1040 hours per year. Casual Employees shall not be used to fill permanent positions within the bargaining unit. A series of short-term casual Employees shall not be hired in lieu of hiring a regular full-time Employee or regular part-time Employee.
  - (g) A "common-law spouse" relationship is said to exist when, for a continuous period of at least six months, an Employee has lived

with a person, publicly represented that person to be their spouse, and lives and intends to continue to live with that spouse as if that person were their spouse, and signs a declaration accordingly.

- (h) "Compensatory Leave" means the equivalent leave with pay taken in lieu of cash payment.
- (i) (i) "Continuous Employment" and "Continuous Service" means uninterrupted employment with the Employer; and
  - (ii) with reference to re-appointment of a lay-off if the Employee is recalled within one month in the position held by the Employee at the time of lay off, and employment in the position to which the Employee is appointed shall constitute continuous employment;
  - (iii) where an Employee ceases to be employed, and is re-employed within a period of one month, the Employee's periods of employment for purposes of sick leave, vacation leave and vacation travel benefits shall be considered as continuous employment.
- (j) "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.
- (k) "Demotion" means the appointment of an Employee for reasons of misconduct, or incompetence, to another position for which the maximum pay is less than that of the Employee's former position.
- (l) "Dependent" means a person who is:
  - (i) that Employee's spouse (including common-law),
  - (ii) child, including step-child and adopted child
    - 1) who is under nineteen (19) years of age and dependent upon the Employee for support; or
    - 2) being under twenty-one (21) years of age and dependent upon the Employee by reason of full-time attendance at an educational institution; or
    - 3) who is wholly dependent upon the Employee for support by reason of mental or physical infirmity;

- (m) "Employee" means a member of the bargaining unit.
- (n) "Employer" means the Hay River Housing Authority.
- (o) "Fiscal Year" means the period of time from April 1, in one year to March 31, in the following year
- (p) "Grievance" means a complaint in writing that concerns the interpretation, application, administration or operation of the Collective Agreement, submitted by an Employee, group of Employees, the Union, or the Employer. A grievance shall indicate the Article of the Collective Agreement at issue, as well as the details of any breaches of the Collective Agreement alleged.
- (q) "Holiday" means the twenty-four (24) hour period commencing at 00:00 A.M. of a day designated as a paid holiday in this Agreement.
- (r) "Lay-Off" means an Employee whose employment has been terminated because of lack of work or lack of funds.
- (s) "Leave of Absence" means absence from duty with the Employer's permission.
- (t) "Manager" means the Housing Manager.
- (u) "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.
- (v) "Overtime" means work performed by an Employee in excess of or outside of the Employee's regularly scheduled hours of work.
- (w) "Probation" means a period of one (1) year from the day upon which an Employee is first appointed or a period of six months after an Employee has been transferred or promoted from within. If an Employee does not successfully complete their probationary period on transfer on promotion the Employer shall appoint the Employee to a position comparable to the one from which the Employee was transferred or promoted.
- (x) "Promotion" means the appointment of an Employee to a new position, the maximum rate of pay of which exceeds that of the Employee's former position.
- (y) "Rates of Pay" means the rates as established in Appendix A.

- (z) “Representative” means an Employee who has been elected or appointed as a steward or who represents the Union at meetings with management and who is authorized to represent the Union.
  - (aa) “Seniority” means length of service with the Employer.
  - (bb) “Transfer” means the appointment of an Employee to another position, that does not constitute a promotion or demotion.
  - (cc) “Week” for the purposes of this Agreement shall be deemed to commence at 00:00 A.M. on Monday and terminate at midnight on Sunday.
  - (dd) “Union” means the Public Service Alliance of Canada as represented by its agent the Union of Northern Workers.
- 2.02 Except as otherwise provided in this Agreement, expressions used in this Agreement, if defined in the Interpretation Act, but not defined elsewhere in this agreement have the same meaning as given to them in the Interpretation Act.
- 2.03 “May” shall be regarded as permissive and “Shall” and “Will” as imperative.

### **Article 3**

#### **RECOGNITION**

- 3.01 The Employer recognizes the Union as the exclusive bargaining agent for all Employees in the bargaining unit in accordance with the certificate issued by the Canada Labour Relations Board.

### **Article 4**

#### **APPLICATION**

- 4.01 The provisions of this Agreement apply to the Union, the Employees, and the Employer.
- 4.02 Unless otherwise stated in the Collective Agreement part-time Employees shall be entitled to all eligible benefits provided under this Agreement in the same proportion as their weekly hours of work compare to the standard work week.
- 4.03 The Union and the Employer shall share equally in all costs associated with the printing and distribution of the Collective Agreement.

## Article 5

### HUMAN RIGHTS

- 5.01 The Employer and the Union agree that there shall be no discrimination, interference, restrictions or coercion exercised or practiced with respect to any Employee by race, colour, ancestry, nationality, ethnic origin, place of origin, creed, religion, age, disability, sex, sexual orientation, gender identity or expression, marital status, family status, family affiliation, political belief, political association, social condition, a conviction for which a pardon has been granted, union membership or activity, or for exercising their rights under this Agreement.
- 5.02 The Employer shall make every reasonable effort to
- (a) find alternate employment within its employ for an Employee who becomes unable to carry out the Employee's normal work functions as a result of disability arising as a result of employment with the Employer.
  - (b) accommodate, to the point of undue hardship, any employee requiring accommodation for any protected ground under the Northwest Territories Human Rights legislation.
- 5.03 The Employer, the Employees and the Union recognize the right of all persons employed by the Employer to work in an environment free from unwanted personal harassment. sexual harassment, abuse of authority or workplace violence and agree that any of the aforementioned actions will not be tolerated in the workplace.
- 5.04 It is further recognized that Employees, while in the workplace or performing their duties may be at risk of physical violence or verbal abuse from clients or the public.
- (a) Where such risk exists, the Employer and the Union shall meet to determine appropriate responses. In addition the Employer shall:
    - (i) provide nonviolent crisis intervention training;
    - (ii) clearly inform Employees of the potential for physical violence or verbal abuse from a client, or a member of the public.
    - (iii) make available immediate defusing, critical incident stress debriefing and/or post-traumatic counseling to Employees who have suffered as a result of workplace violence.



- 5.05 Cases of proven unwanted personal harassment sexual harassment or abuse of authority by the Employer or by a person employed by the Employer is considered a disciplinary infraction and may result in disciplinary action up to and including dismissal

#### Freedom from Personal Harassment

- 5.06 "Personal harassment" means any improper behaviour by a person employed by the Employer that is directed at and offensive to another person employed by the Employer which the first person knew or ought reasonably to have known would be unwelcome. Personal harassment comprises objectionable conduct, comment, act or display that demeans, belittles or causes personal humiliation or embarrassment to the recipient.

#### Freedom from Sexual Harassment

- 5.07 "Sexual harassment" means any conduct, comment, gesture or contact of a sexual nature:

- (a) that is likely to cause offence or humiliation to any Employee;
- (b) that might, on reasonable grounds, be perceived by that placing a condition of a sexual nature on employment or on any opportunity for training or promotion.

- 5.08 Every Employee is entitled to employment free of sexual harassment.

- 5.09 The Employer, the Employees and the Union will make every reasonable effort to ensure that no Employee is subjected to sexual harassment.

- 5.10 Complaints of sexual harassment shall be brought to the attention of the Manager, or if the complaint is about the Manager, to the Chairperson. An Employee may be assisted by the Union in making a complaint.

- 5.11 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 or taking disciplinary measures in relation thereto.

- 5.12 The Employer shall issue a policy concerning sexual harassment which substantially conforms to the provisions of this Article. The Employer shall post a copy of this policy at all of its worksites.

- 5.13 Abuse of authority means an individual's improper use of power and authority inherent in the position held, by means of intimidation, threats, blackmail or coercion. This comprises actions which endanger an

Employee's job. undermine an Employee's ability to perform the job or threatens the economic livelihood of an Employee. However, it shall not include the legitimate exercise of an individual's supervisory power or authority

- 5.14 An alleged offender shall be given notice of the substance of a complaint under this Article and shall be given notice of and be entitled to attend, participate in, and be represented at any grievance hearing or any adjudication under this Agreement.

#### Freedom from Workplace Violence

- 5.15 "Workplace violence" means any incident, in which an Employee is abused, threatened or assaulted during the course of employment, and includes but is not limited to all forms of harassment, bullying, intimidation and intrusive behaviours of a physical or emotional nature.
- 5.16 Every Employee is entitled to a workplace free from workplace violence.
- 5.17 The Employer, the Employees and the Union will make every reasonable effort to ensure that no Employee is subjected to workplace violence.
- 5.18 Complaints of workplace violence shall be brought to the attention of the Manager, or if the complaint is about the Manager, to the Chairperson. An Employee may be assisted by the Union in making a complaint.
- 5.19 The Employer shall issue a policy concerning workplace violence which substantially conforms to the provisions of this Article. The Employer shall post a copy of this policy at all of its worksites.
- 5.20 Any level in this grievance procedure may be waived if a person hearing the grievance is the subject of the complaint.
- 5.21 Grievances under this Article will be handled with all possible confidentiality and dispatch by the Union and the Employer.
- 5.22 An alleged offender shall be given notice of the substance of a complaint under this Article and shall be given notice of and be entitled to attend, participate in, and be represented at any grievance hearing or any adjudication under this Agreement.

## **Article 6**

### **FUTURE LEGISLATION**

#### **CONFLICT OF PROVISIONS**

- 6.01 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.
- 6.02 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.

## **Article 7**

### **STRIKES AND LOCKOUTS**

- 7.01 During the life of the agreement there shall be no lockout by the Employer and no interruption or impeding of work, work stoppage, strike, sit-down, slow-down, or any other interference with production by any Employee or Employees

## **Article 8**

### **MANAGERIAL RESPONSIBILITIES**

- 8.01 Managerial responsibilities or decisions will be carried out or made in a manner that is just, reasonable and non-discriminatory.
- 8.02 Except to the extent provided in this agreement this agreement in no way restricts the Employer in the management and direction of the Hay River Housing Authority.

## **Article 9**

### **UNION ACCESS TO EMPLOYER PREMISES**

- 9.01 The Employer shall permit access to its work premises of an accredited representative of the Union upon request.

## **Article 10**

### **APPOINTMENT OF REPRESENTATIVES**

10.00 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 11**

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

All leave contained in this Article, with the exception of Clause 11.04 and 11.05, is subject to operational requirements.

#### ARBITRATION HEARINGS (Disputes)

- 11.01 (a) The Employer will grant leave with pay to a reasonable number of Employees representing the Union before a conciliation or arbitration hearing.
- (b) The Employer will grant leave with pay to an Employee called as a witness before an Arbitration hearing.

#### ARBITRATION HEARING (Grievance)

- 11.02 (a) The Employer will grant leave with pay to an Employee who is a party to the grievance which is before an Arbitration Board to attend the Arbitration Hearing

##### Employee who acts as a Representative

- (b) The Employer will grant leave with pay to the representative of an Employee who is a party to the grievance to attend the arbitration hearing.

##### Employee called as a Witness

- (c) The Employer will grant leave with pay to a witness called by an Employee who is a party to the grievance to attend the Arbitration Hearing.

11.03 Where an Employee and the Employee's representative are involved in the process of a grievance, they shall be granted reasonable time off with pay.

#### CONTRACT NEGOTIATIONS MEETINGS

11.04 The Employer will grant leave with pay for two (2) Employees for the purpose of attending contract negotiations on behalf of the Union to a

maximum of 40 hours, including off duty hours, per Employee at a straight time rate.

#### MEETINGS BETWEEN EMPLOYEE ORGANIZATIONS AND MANAGEMENT

11.05 The Employer will grant time-off with pay for up to two (2) Employees who are meeting with management on behalf of the Union.

#### EMPLOYEE ORGANIZATION EXECUTIVE COUNCIL MEETINGS, CONGRESS AND CONVENTIONS

11.06 The Employer will grant reasonable leave without pay to a maximum of one (1) 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.

#### REPRESENTATIVES TRAINING COURSE

11.07 The Employer may grant reasonable leave without pay to a maximum of two (2) Employees who have been appointed as Representatives on behalf of the Union to undertake training related to the duties of a representative.

### **Article 12**

#### **CHECK OFF**

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

12.02 The Union shall inform the Employer in writing of the authorized deduction to be checked off for each Employee within the Bargaining Unit.

12.03 For the purpose of applying Clause 12.01, 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.

12.04 From the date of signing and for the duration of this Agreement no other Union, shall be permitted to have membership fees deducted by the Employer from the pay of the Employees in the Bargaining Unit.

- 12.05 The amounts deducted in accordance with Clause 12.01 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 the Employee's behalf.
- 12.06 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this article except for any claim or liability arising out of an error committed by the Employer.
- 12.07 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 13**

#### **INFORMATION**

- 13.01 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, Employee status and social insurance number 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.

- 13.02 The Employer shall provide each Employee with a copy of this Collective Agreement.
- 13.03 The Employer agrees to provide each new member of the Bargaining Unit with a copy of this Collective Agreement upon appointment.
- 13.04 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 14**

#### **SENIORITY**

- 14.01 Seniority is defined as the length of service with the Employer, and shall be applied on a bargaining unit wide basis.
- 14.02 A newly hired Employee shall be on probation for a period of twelve (12) months. During the probationary period, the Employee shall be entitled to all rights and benefits of this Agreement with the exception of

the right to grieve a rejection on the basis of unsuitability unless the Employee believes the reason for rejection is discriminatory or in bad faith. An Employee who has been transferred or promoted shall be on probation for a period of six (6) months.

14.03 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 months.

14.04 Seniority will be lost when an Employee

- (a) voluntarily quits their employment with the Employer.
- (b) is discharged for cause and is not reinstated pursuant to the Collective Agreement.
- (c) has been laid off for a period of nine months or longer.
- (d) has abandoned their position.

#### **Article 15**

#### **PROVISION OF BULLETIN BOARD SPACE AND OTHER FACILITIES**

15.01 The Employer shall provide bulletin space in its office and shop clearly identified for exclusive Union use.

#### **Article 16**

#### **DESIGNATED PAID HOLIDAYS**

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

- (a) New Year's Day;
- (b) Good Friday;
- (c) Easter Monday;
- (d) Victoria Day;
- (e) National Indigenous Peoples Day;
- (f) Canada Day;
- (g) Civic Holiday, The first Monday in August;

- (h) Labour Day;
- (i) National Day for Truth and Reconciliation
- (j) Thanksgiving Day;
- (k) Remembrance Day;
- (l) Christmas Day;
- (m) Boxing Day; and
- (n) any day or half day declared as a civic holiday by the Town of Hay River.

16.02 Clause 16.01 does not apply to an Employee who is absent without cause on either the working day immediately preceding or the working day following the Designated Paid Holiday, except with the approval of the Employer.

#### HOLIDAY FALLING ON A DAY OF REST

16.03 When a day designated as a holiday under Clause 16.01 coincides with an Employee's day of rest, the holiday shall be moved to the Employee's first working day following the day of rest, unless the Employer and Employees mutually decide on a different date.

16.04 When a day designated as a holiday for an Employee is moved to another day under the provisions of Clause 16.03:

- (a) work performed by an Employee on the day from which the 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 holiday was moved, shall be considered as work performed on a holiday.

16.05 When the Employer requires an Employee to work on a Designated Paid Holiday as part of their regularly scheduled hours of duty or as overtime when not scheduled to work, the Employee shall be paid in addition to the pay the Employee would have been granted had the Employee not worked on the holiday:

- (a) one and one-half (1 ½) times the Employee's hourly rate for the first four (4) hours worked, and



- (b) twice (2X) the Employee's hourly rate for the hours worked in excess of four (4) hours.

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

16.07 An Employee who is not required to work on a general holiday shall not be required to work on another day that would otherwise be a non-working day in the week in which that holiday occurs, unless the Employee is paid at a rate at least equal to double their regular rate of wages for the time worked by the Employee on that day.

## **Article 17**

### **LEAVE – GENERAL**

17.01 (a) When the employment of an Employee who has been granted more vacation, sick leave or compassionate leave with pay than he has earned dies the Employee shall be considered to have earned that amount of leave with pay granted to the Employee.

- (b) When an Employee who has been granted more vacation, sick leave or compassionate leave with pay than he has earned is laid off, the Employee shall be considered to have earned that amount of leave with pay granted to the Employee.

17.02 During the month of May in each year the Employer shall inform each Employee in the Bargaining Unit in writing of the balance of their sick and vacation leave credits as of the 31<sup>st</sup> day of March.

17.03 An Employee shall provide one (1) week advance notice except in extenuating circumstances for leave of five (5) working days or more. The Employer shall respond to any request for leave as soon as possible.

## **Article 18**

### **VACATION LEAVE**

#### **ACCUMULATION OF VACATION LEAVE**

18.01 For each month of a fiscal year in which an Employee receives ten (10) days' pay, the Employee shall earn Vacation Leave at the following rates:

- (a) one decimal five (1.5) days each month until the month in which the anniversary of the second (2<sup>nd</sup>) year of continuous service is completed.

- (b) two (2) 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.
- (c) two decimal two five (2.25) days each month commencing in the month after completion of seven (7) years of continuous employment.
- (d) two decimal five (2.5) days each month commencing in the month after completion of fifteen (15) years of continuous employment.
- (e) three (3) days each month commencing in the month after completion of twenty (20) years of continuous employment.

#### GRANTING OF VACATION LEAVE

- 18.02 (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 the Employee has proceeded on vacation leave, except in an emergency;
  - (iii) grant the Employee vacation leave during the fiscal year in which it is earned at a time specified by the Employee;
  - (iv)
    - 1) grant the Employee vacation leave for at least up to four (4) consecutive weeks depending upon the Employee's vacation entitlements when so requested by the Employee; and
    - 2) the guiding principle will be if two applications are receive for the same time seniority will apply.
  - (v) to grant the Employee vacation leave when specified by the Employee if the period of vacation leave is less than a week, providing that the Employee gives the Employer reasonable advance notice.
- (b) All requests for vacation leave will be made in writing.
  - (c) The Employer shall reply to the request for vacation leave submitted by the Employee within a reasonable period of time.

18.03 Where in respect of any period of vacation leave, an Employee:

- (a) is granted compassionate leave, when there is a death in the Employee's immediate family as defined in Article 19; or
- (b) is granted sick leave on production of a medical certificate; or
- (c) is granted compassionate leave, because of an illness in the immediate family as defined in Article 19.

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

18.04 Employees are not permitted to carry over more vacation leave credits than earned in two (2) fiscal years. Vacation leave credits exceeding this amount will be liquidated in cash. However, if the Employee was unable to take vacation leave due to operational requirements, the Employer may permit the Employee to carry over additional vacation leave.

#### RECALL FROM VACATION LEAVE

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

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

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

#### LEAVE WHEN EMPLOYMENT TERMINATES

18.06 Where an Employee dies or otherwise terminates employment:

- (a) The Employee or the Employee's 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 employment, or

- (b) the Employer shall grant the Employee any vacation leave earned but not used by the Employee before the employment is terminated by lay-off.

18.07 An Employee whose employment is terminated by reason of a declaration that the Employee abandoned their position is entitled to receive the payment referred to in Clause 18.06 within a period of six (6) months of the said abandonment.

#### VACATION TRAVEL ASSISTANCE

18.08 (a) All Employees, spouses and dependent children other than casual Employees shall be paid cash equivalent to the economy rate airfare for a return trip to Edmonton from Hay River, ten (10) days prior to Christmas providing they have worked at least six months prior to ten (10) days before Christmas.

- (b) In the event that a dependent child or children of an Employee are eligible to receive this benefit from another source the Employer will pay a maximum of fifty percent (50%) of this benefit.

Only Employees hired prior to January 24, 2018 will be eligible for Vacation Travel Assistance as above.

#### TRAVEL TIME

18.09 Every Employee who is proceeding on vacation leave or using lieu time shall be granted, once per fiscal year, in addition to their leave, travel time with pay for two (2) days, provided the Employee liquidates at least five (5) consecutive days of leave. Travel time must be taken at the same time as the leave for which it was granted.

18.10 Employees will receive additional winter bonus days at a rate of one day for each 5 consecutive days of regular annual leave, lieu time, designated paid holiday or a combination of annual leave, lieu and a designated paid holiday used between October 31 and March 31 of each year up to a maximum of 4 bonus days.

### **Article 19**

#### **PERSONAL LEAVE**

#### PERSONAL LEAVE

19.01 For the purposes of this Article, immediate family is defined as an Employee's father, mother, brother, sister, spouse, common-law spouse, child, foster child, adopted child, step child, father-in-law, mother-in-law, grandchildren, grandparents, and any relative

permanently residing in the Employee's household or with whom the Employee permanently resides.

- (a) The Employer shall grant personal leave with pay for a period of up to five (5) consecutive working days per occurrence:
  - (i) when there is a death in the Employee's immediate family; or
  - (ii) where a member of the immediate family residing with the Employee becomes ill (not including child birth) and the Employee is required to care for their dependants or for the sick person. It is understood that employees who are eligible for Compassionate Care Leave will request leave pursuant to Article 20 where it is appropriate.
  - (iii) It is understood that the circumstances which call for bereavement leave are based on individual situations. An Employee may elect to divide their bereavement leave in order to accommodate administrative needs and/or religious and cultural practices related to the death of a family member as described in 19.01 (a) and (a) (i) above provided the leave combined does not exceed five (5) days.
- (b) The Employer may grant personal leave with pay:
  - (i) Up to a maximum of three (3) days when an Employee is to be married; or
  - (ii) Up to maximum of five (5) days when a member of the immediate family residing outside of the Employee's community of residence becomes seriously ill. It is understood that employees who are eligible for Compassionate Care Leave will request leave pursuant to Article 20 where it is appropriate.
- (c) The Employer may grant other personal leave for special or unusual circumstances, up to a maximum of five (5) days.
- (d) For the Employee to participate in voluntary services for a Community Cause up to a maximum of five (5) days per fiscal year.

19.02 An Employee shall be granted personal leave with pay up to a maximum of one (1) working day on the occasion of the birth of their child. An Employee shall be granted personal leave with pay up to a maximum of one (1) working day on the occasion of the adoption of a child.

## CASUAL LEAVE

- 19.03 (a) All Employees may be granted casual time off with pay for the following purposes;
- (i) For the Employee to attend to an appointment with a Doctor, Dentist, Lawyer, bank official, or School Authority during working hours up to one half (1./2) shift per occurrence
  - (ii) For the Employee to participate in voluntary services for a Community cause.
  - (iii) For other purposes of a special or unusual nature.
- (b) Employees shall be granted casual leave with pay to a maximum of one-half (½) day per occurrence where the Employees physician requires the Employee to attend regular or recurring medical treatments and checkups.

## Article 20

### COMPASSIONATE CARE LEAVE

- 20.01 Both parties recognize the importance of access to leave to provide care and support to a gravely ill family member who has a significant risk of death.
- 20.02 For the purpose of this article, the definition of family member as per the provisions of the compassionate care leave in the Canada Labour Code shall apply.
- 20.03 An Employee shall be granted up to twenty-seven (27) weeks of compassionate care leave without pay to provide care and support to a critically ill family member in accordance with the provisions of the Northwest Territories *Employment Standards Act*.
- 20.04 An Employee who intends to request compassionate care leave shall make every effort to provide reasonable notice to the Employer.

#### Requests for Leave

- 20.05 Appropriate leave application forms must be completed and forwarded to the Employee's immediate supervisor.

#### Benefits During Leave

- 20.06 Employees returning to work from compassionate care leave retain any service credits accumulated prior to taking leave.

20.07 Leave granted under this Clause shall be counted for the calculation of “continuous employment” for the purpose of calculating severance pay.

## **Article 21**

### **SICK LEAVE**

#### **CREDITS**

- 21.01 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.
- 21.02 Subject to the remainder of this Article 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. An Employee must call in within one hour of the Employee’s normal working hours.
- 21.03 Where leave of absence without pay is authorized for any reason, or an Employee is laid-off because of lack of work, and the Employee returns to work upon expiration of such leave of absence or lay-off, he shall earn sick leave credits for each month in which he worked at least ten (10) days and shall retain any unused sick leave existing at the time of lay-off or commencement of leave without pay.
- 21.04 In circumstances where sick leave would be authorized but the Employee has insufficient or no sick leave credits, he may be granted sick leave in advance to a limit of fifteen (15) days which shall be charged against future credits as earned. If the Employee dies or is laid off before authorized unearned sick leave has been liquidated, no recovery shall be made from the Employee or the Employee’s estate.
- 21.05 An Employee may be required at the discretion of the Employer to provide a Doctors certificate to qualify for sick leave benefits.
- 21.06 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 their sick leave credits for the period of concurrency.

#### **Transportation to a Medical Centre**

- 21.07 The Employer shall pay the cost of the airfare in the case of a Dental Surgery referral and or medical referral, if coverage is not provided by another source. Where coverage is provided elsewhere and a deductible is payable, the Employer shall reimburse the Employee or the Employee’s dependant for the cost of the deductible.

## TRAVEL TIME

21.08 For Employee Medical Travel, the Employee shall be granted leave of absence with pay which is to be charged against the Employee's sick leave credits for the lesser of three (3) days or the actual time taken to travel from the Employee's post to the point of departure and return.

## Article 22

### OTHER TYPES OF LEAVE

#### COURT LEAVE

22.01 Leave of absence with pay, or the Employer will top up to present pay levels if receiving or eligible to receive an allowance, 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, provided the Employee is not party to the action:
  - (i) before a court, judge, justice, magistrate, or coroner;
  - (ii) before an arbitrator or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it;

#### INJURY ON DUTY LEAVE

- 22.02 (a) 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' compensation Board that the Employee is unable to perform their duties because of:
- (i) a personal injury accidentally received in the performance of the Employee's duties, not caused by the Employees' wilful misconduct; or
  - (ii) sickness resulting from the nature of the Employee's employment;
  - (iii) or over-exposure to radioactivity or other hazardous conditions in the course of employment; if the Employee agrees to pay the Employer any amount received by the Employee for loss of wages in settlement of any claim he may have in



respect of such injury, sickness or exposure, providing however that such amount does not stem from a personal disability policy for which the Employee or the Employee's agent has paid the premium.

- (b) The Employer shall make every reasonable effort to find alternate employment within its employ for an Employee who suffers an injury on duty and who as a result becomes unable to carry out their normal work functions.

### Maternity Leave

22.03 An Employee who becomes 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 the leave. At the Employee's request the Employer shall give the Employee, within one week of the request, a clear understandable information package about maternity leave requirements and benefits.

22.04 The Employer may:

- (a) 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 the pregnancy;
- (b) grant maternity leave without pay to an Employee to commence earlier than seventeen (17) weeks before the expected termination of the pregnancy;
- (c) where maternity leave without pay is requested, require an Employee to submit a medical certificate certifying pregnancy.

22.05 Leave granted under this Article shall be counted for the calculation of "continuous employment" and "continuous service".

### Maternity-related Reassignment or Leave

22.06 Where a pregnant or nursing Employee produces a statement from the Employee's physician that the Employee's working conditions may be detrimental to the Employee's health, that of the Employee's fetus or nursing child, the Employer shall either change such working conditions or temporarily transfer the Employee to another position with equal pay or allow the Employee to take leave of absence without pay for the duration of the pregnancy.

### Maternity Leave Allowance

- 22.07 After completion of six (6) 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 Section 22, *Employment Insurance Act*, shall be paid a maternity leave allowance.
- 22.08 A recipient under Article 22.03 shall sign an agreement with the Employer providing:
- (a) that the Employee will return to work and remain in the Employer's employ for a period of at least six (6) months after the Employee's return to work;
  - (b) that the Employee will return to work on the date of the expiry of the maternity leave, unless this date is modified with the Employer's consent.
- 22.09 Should the Employee fail to return to work, except by reason of death, disability or lay-off, as per the provision of Article 22.08, the Employee recognizes being indebted to the Employer for the amount received as maternity 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 the Employee received pay.
- 22.10 No Employee shall be laid off, transferred or relocated while on, or within six (6) months of returning from maternity leave without the consent of the Employee, the Employer and the Union.
- 22.11 In respect of the period of maternity leave, payments of maternity leave allowance will consist of the following:
- (a) For the first week, payments equivalent to ninety-three percent (93%) of the Employee's weekly rate of pay. For up to a maximum of an additional fifteen (15) weeks, payments equivalent to the difference between the employment insurance benefits the Employee is eligible to receive and ninety-three percent (93%) of the Employee's weekly rate of pay. The Employee shall be entitled to a payment equivalent to 93% of the Employee's weekly rate of pay for the Employee's 17<sup>th</sup> week of maternity leave.
  - (b) (i) for a full-time Employee the weekly rate of pay referred to in Article 22.11 shall be the weekly rate of pay for the Employee's classification and position on the day

immediately preceding the commencement of the maternity leave.

- (ii) for a part-time Employee the weekly rate of pay referred to in Article 22.11 shall be the prorated weekly rate of pay for the Employee's classification and position averaged over the six month period of continuous employment immediately preceding the commencement of the maternity leave.
- (c) Employees have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan.
- (d) 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 payments under Article 22.11, the payments shall be adjusted accordingly.
- (e) Maternity leave allowance payments will neither reduce nor increase an Employee's deferred remuneration or severance pay.

#### Other Benefits During Leave

- 22.12 An Employee returning to work from maternity leave retains her service credits accumulated prior to taking leave.
- 22.13 If an Employee elects to maintain coverage for medical, group life and other benefits, the Employee will pay their portions of these premiums. The Employer will recover monies paid on behalf of the Employee share of premiums on a monthly basis.
- 22.14 Illness arising due to pregnancy during employment and prior to this leave of absence may be charged to normal sick leave credits.

#### Parental Leave

- 22.15 An Employee who provides written notice to the Employer at least four (4) weeks and who has or will have the actual care and custody of their new-born child, commences proceedings to adopt a child or obtains an order for the adoption of a child, shall be granted parental leave without pay. The Employee shall have the option of either Standard or Extended Parental Leave without pay. Employee leave options are as follows:
  - (a) Standard Parental Leave: for a single period of up to thirty-seven (37) consecutive weeks, to be taken during the fifty-two week period, or fifty-seven (57) week period were the employee is eligible for EI Sharing Benefits, immediately following the day

the child is born, or in the case of adoption, within the fifty-two (52) week period, or fifty-seven (57) week period where the employee is eligible for EI Sharing Benefits, from the date the child comes into the employee's care and custody;

- (b) Extended Leave Benefits: for a single period of up to sixty-three (63) consecutive weeks, to be taken during the fifty-two week period, or seventy-eight (78) week period where the employee is eligible for EI Sharing Benefits, immediately following the day the child is born, or in the case of adoption, within the sixty-three (63) week period, or seventy-eight (78) week period where the employee is eligible for EI Sharing Benefits, from the date the child comes into the employee's care and custody;

22.16 An employee's election of either Standard or Extended Parental Leave is irrevocable; however an employee may, with the Employer's consent, return to work prior to the expiry of parental leave without pay.

22.17 An Employee will continue to accumulate seniority while on leave under this Article.

#### Combined Maternity and Parental Leave

22.18 Where an Employee takes parental leave in addition to maternity leave, the Employee must commence parental leave immediately upon the expiry of maternity leave.

#### Maximum Period of Maternity and Parental Leave

22.19 The maximum period of combined maternity and parental leave that may be taken by an employee is seventy-eight (78) weeks. The maximum period of combined maternity and parental leave that may be taken by an employee couple is eighty-six (86) weeks.

22.20 Leave without pay may be granted for the following areas:

- (a) childcare
- (b) emergency care
- (c) relocation of spouse up to twelve months.

## **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) Office staff - 8:30 a.m. to 5:00 p.m., exclusive of a one (1) hour meal period,
  - (b) Maintenance staff - 8:00 a.m. to 5:00 p.m., exclusive of a one (1) hour 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 work periods. In the event that an Employee is unable to take their meal period due to operational requirements, the meal period will be taken at a later time.
- 23.03 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.
- 23.04 The Employer may vary hours of work within a two (2) hour period providing sufficient notice is given, and it does not result in a reduction of hours of work.

## **Article 24**

### **OVERTIME**

- 24.01 In this Article:
- (a) "Overtime" means work performed by an Employee and approved by the Employer in excess or outside of the Employee's regularly scheduled hours of work.
  - (b) "Straight time rate" means the hourly rate of pay.
  - (c) "Time and one-half" means one and one-half times the straight time rate.
  - (d) "Double time" means twice the straight time rate.
- 24.02 Employees shall record starting and finishing times of overtime worked on a form determined by the Employer.

24.03 Subject to the operational requirements of the service the Employer shall make every reasonable effort:

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

24.04 (a) Subject to Article 25.02 an Employee who is requested to work overtime shall be entitled to the appropriate rate described below in (b).

(b) Overtime work shall be compensated as follows:

- (i) at time and one-half ( $1\frac{1}{2}X$ ) for the first four hours of overtime worked. and
- (ii) 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 Sunday or holiday.
- (iii) Subject to Article 24.05 in lieu of (i) and (ii) above, the Employee may choose to bank compensatory leave at the appropriate overtime rate.

24.05 When overtime is taken in the form of compensatory leave, the following provisions shall apply:

- (a) No more than eighty (80) hours may be banked at any time. As compensatory hours are depleted, they may continue to be earned up to the maximum of eighty (80) hours. A maximum of eighty (80) hours of compensatory leave time can be carried forward into another fiscal year. Compensatory leave time in excess of eighty (80) hours at any time, shall be paid out;
- (b) Compensatory leave time shall be taken at a time mutually acceptable to both the Employee and Employer; and
- (c) For the purposes of this Article, Reporting Pay and Call-Back Pay may be banked as compensatory leave, at the rate at which it was earned.

## Article 25

### PAY

25.01 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.

25.02 (a) Employees shall be paid on every second Friday.

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

25.03 (a) 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.

### ACTING PAY

25.04(a) When the Employer requires an Employee to perform the duties of a higher classification level on an acting basis, the Employee shall be paid acting pay from the date on which the Employee commenced to act, as if they had been appointed to the higher classification level in which they have been requested to act. When the Employee is acting in a position excluded from the bargaining unit, the Employee shall be paid acting pay at the Employee's regular rate plus 10%.

(b) When a day designated as a paid holiday occurs on a day when the Employee would otherwise be performing duties on an acting basis, the holiday shall be considered as a day worked for purposes of acting pay.

### SALARY INCREASES

25.05(a) The Employer agrees to pay the negotiated salary increases to every Employee not later than the month following the month in which this Agreement is signed and not later than the month following the month in which any subsequent salary increases become effective.

- (b) The Employer agrees to pay all retroactive remuneration for salary increases, overtime, acting pay and allowances not later than two months following the month in which the Agreement is signed.
- (c) Retroactive pay shall be issued on a separate cheque.

## **Article 26**

### **REPORTING PAY**

26.01 If an Employee is directed to report for work outside of their regularly scheduled hours, he shall be paid the greater of:

- (a) compensation at the appropriate overtime rate; or
- (b) compensation equivalent to two (2) hours pay at the straight time rate.

## **Article 27**

### **CALL-BACK PAY**

27.01 (a) When an Employee is recalled to a place of work for a specific duty 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) Call-back pay will only be paid once during a four hour period.

27.02 (a) Except in the case of an emergency Employees shall not be required to return to work on a call-back. When Employees do return to work on a call-back, payment under this Article shall be made whether or not work is actually available and performed.

(b) Subject to (a) above no Employee shall be disciplined for being unable to return to work on a call-back.

27.03 On the request of the employee with consent of the employer, the Employer will assign a second person to attend call backs for reasons related to health and safety. Such requests will not be unreasonably denied.



## **Article 28**

### **STANDBY**

28.01 A period of standby will be as follows:

- (a) from 5:00pm to 8:00am the next day on weekdays (Monday to Friday);
- (b) from 8:00am to 8:00am the next day on weekends (Saturday and Sunday); and
- (c) from 8:00am on designated paid holidays, to 8:00am the next day

28.02 Where the Employer requires an Employee to be available on standby during off-duty hours, an Employee shall be entitled to a standby payment of \$25.00 for every eight hour period or portion thereof.

28.03 Where the Employer requires an Employee to be on standby during off-duty hours on a Saturday, Sunday or Designated Paid Holiday, an Employee shall be entitled to a standby payment of \$50.00 for every eight hour period or portion thereof.

28.04 An Employee on standby shall receive standby pay in addition to whatever entitlements the Employee may receive under Call-out or Reporting Pay.

28.05 An Employee designated by letter or by list for standby duty shall be available during their period of standby at a known telephone number and be available to return to 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.

28.06 No standby payment shall be granted if an Employee is unable to report for duty when required.

## **Article 29**

### **TECHNOLOGICAL CHANGE**

29.00 (a) Both parties recognize the overall advantages of technological change. Both parties will therefore encourage and promote technological change and improvements.

- (b) In cases where Employees may require retraining the Employer will make every reasonable effort to offer training courses.

- (c) The Employer will give at least one hundred and twenty days' notice of technological change

### **Article 30**

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

- 30.01 (a) Lay-offs will be made, when necessary, on the basis of reverse order of seniority within each classification of work.
  - (b) A person ceases to be a lay-off if he is not appointed to a position within nine (9) months from the date on which he became a lay-off.
- 30.02 Before an Employee is laid off:
  - (a) he shall be given four (4) months' notice in writing of the effective date of lay-off or pay in lieu thereof;
- 30.03 The Employer shall not dismiss, suspend, lay-off, demote or otherwise discipline an Employee on the grounds that garnishment proceedings may be or have been taken with respect to an Employee.
- 30.04 Recall from a layoff will be made on the basis of seniority within each classification.

### **Article 31**

#### **RESIGNATION**

- 31.01 An Employee may, within forty-eight (48) hours of resigning withdraw the resignation. The Employer will not process a resignation until the forty-eight (48) hours have elapsed.
- 31.02 The Employer shall give notice of recall personally or by registered mail.
  - (a) 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.
  - (b) Where notice of recall is given by registered mail, notice is deemed to be given ten (10) working days from the date of mailing.
- 31.03 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 32**

### **STATEMENT OF DUTIES**

- 32.01 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 statement of duties of the position to which the Employee is assigned.
- 32.02 Upon written request, an Employee shall be given a complete and current statement of duties and responsibilities of the Employee's position

## **Article 33**

### **EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES**

- 33.01 (a) When a formal review of an Employee's performance is made, the Employee concerned shall be given the opportunity to discuss then sign the review form in question to indicate that its contents have been read and understood. The Employee shall also be given the opportunity to provide written comments to be attached to the performance appraisal.
- (b) The formal review of an Employee's performance shall also incorporate an opportunity for the Employee to state the Employee's career development goals and request any training, in-service training, re-training, or any facets of career development which may be available.
- 33.02 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.
- 33.03 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 eighteen (18) months have elapsed since the disciplinary action was taken provided that no further disciplinary action of a similar nature has been recorded during this period.
- 33.04 Upon written request of an Employee, the Personnel file of that Employee shall be made available for examination by the Employee at reasonable times in the presence of an authorized representative of the Employer.
- 33.05 (a) The Employer's representative who assesses an Employee's performance must have observed the Employee's performance for

at least one-half (½) of the period for which the Employee's performance is evaluated, or must consult with an Employee that has seen the Employee's performance.

- (b) Where an Employee is required to attend a meeting with the Employer to deal with matters that are of a disciplinary nature, the Employee shall have the right to have a representative of the Union in attendance. The Employer must advise the Employee of their right to be accompanied by a Union representative.
- (c) Only one file per Employee for the purposes of performance evaluation or discipline shall exist.

#### **Article 34**

#### **CLASSIFICATION**

34.00 During the term of this Agreement, if a new or revised classification standard is implemented by the Employer, the Employer shall before applying the new or revised classification standard, negotiate with the Union the rates of pay and the rules affecting the pay of Employees for the classifications affected. If the parties fail to reach agreement within fourteen (14) days from the date on which the Employer submits the new or revised standard to the Union, the Employer may apply the new rates of pay and the Union may refer the matter to arbitration. The arbitrator's decision will be retroactive to the date of application of the new rates.

#### **Article 35**

#### **ADJUSTMENT OF DISPUTES**

- 35.01 The parties recognize the value of informal discussion between Employees and their supervisors to the end that problems might be resolved without recourse to a formal grievance. It is understood the Employee has the right to representation by the Union.
- 35.02 An Employee may be assisted and/or represented by the Union at the informal discussion level and/or when presenting a grievance.
- 35.03 The Union shall have the right to consult with the Employer with respect to a grievance at each or any level of the grievance procedure subject to Clause 34.02.
- 35.04 An Employee who wishes to present a grievance, shall transmit this grievance in writing to the Housing Manager.

35.05 Except as otherwise provided in this Agreement, a formal 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)

35.06 An Employee shall present a grievance at Level 1 within twenty-five (25) calendar days that the Employee first becomes aware or ought reasonably to have become aware of the action or circumstances giving rise to the grievance.

35.07 The Employer shall reply to an Employee's grievance at Level 1 of the grievance procedure within fourteen (14) calendar days after the grievance is presented and within fourteen (14) calendar days at level 2.

35.08 An Employee shall present a grievance at each succeeding level in the grievance procedure beyond the (1st) level:

- (a) where the decision or settlement is not satisfactory to the Employee, within fourteen (14) calendar days after that decision or settlement has been conveyed in writing to the Employee by the Employer; or
- (b) where the Employer has not conveyed a decision to the Employee within the time prescribed, within fourteen (14) calendar days after the day the reply was due.

35.09 Where an Employee has been represented by the Union in the presentation of their grievance, the Employer will provide the appropriate representative of the Union with a written copy of the Employer's decision at the same time that the Employer's decision is conveyed to the Employee.

35.10 No Employee shall be dismissed without being given notice in writing together with the reasons therefore within twenty-four hours. When the Employer dismisses an Employee the grievance procedures shall apply except that the grievance may be presented at the Second Level.

35.11 In the event that a Grievance concerns an alleged violation of Clause 5.06 and/or 5.07 by the supervisor or Housing Manager, the Employee shall proceed directly to a formal grievance at level 2.

35.12 Except as provided in Clause 35.27 an Employee may, by written notice to their immediate supervisor, abandon a grievance.

35.13 Any party who fails to present or advance a grievance to the next higher level within the prescribed time limits shall be deemed to have abandoned the grievance, and the grievance cannot later be presented or advanced.

35.14 No person who is employed in a managerial or confidential capacity shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause an Employee to abandon their grievance or refrain from exercising the Employee's right to present a grievance, as provided in the Collective Agreement.

#### POLICY GRIEVANCE

35.15 A policy grievance shall be defined as a dispute involving a question of application or interpretation of any Article of this Agreement which arises directly between the Employer and the Union. The provisions of this Article may not be used with respect to a grievance directly affecting an individual Employee or a group of Employees. A policy grievance seeks a declaratory decision concerning the proper application or interpretation of the Collective Agreement. It shall be submitted within twenty-five (25) calendar days following the circumstances giving rise to the grievance.

#### EMPLOYER GRIEVANCE

35.16 The Employer shall have the right to file a grievance concerning the interpretation, application, or alleged violation of the Collective Agreement. A grievance brought by the Employer shall be submitted to the Union within twenty-five (25) calendar days from when the Employer first becomes aware of the action or circumstances giving rise to the grievance.

#### ARBITRATION

- 35.17 A party dissatisfied with the outcome of the grievance procedure may refer the matter to arbitration provided that the referral is made within fourteen (14) calendar days from the date on which the grievance decision was given.
- 35.18 Any arbitration arising out of this Agreement shall be conducted before a single arbitrator mutually agreed to by the parties.
- 35.19 A referral to arbitration shall be made in writing to the other party. The reference shall provide the name, address and telephone number of the referring party's representative. The reference will also include a list of at least three names of persons proposed for the selection of an agreed upon arbitrator.
- 35.20 Within thirty (30) calendar days of receiving the referral to arbitration, the responding party will, in writing, acknowledge receipt of the referral to arbitration and provide the name, address and telephone number of its representative. The acknowledgement will also either confirm agreement for one of the proposed arbitrators, or propose a list of three names of alternative arbitrators.
- 35.21 If the parties have not agreed to an arbitrator within thirty (30) calendar days of receipt of the written acknowledgment, either party may, pursuant to the Canada Labour Code, request the Minister of Labour to make an appointment.
- 35.22 The arbitrator shall have the authority and powers conferred by the Canada Labour Code, including the authority to determine whether a matter is arbitrable under this Agreement. The arbitrator shall not have the authority to change, modify or alter any of the terms of this Agreement. This does not preclude the arbitrator from substituting a lesser penalty in discipline matters, or reinstating a discharged Employee.
- 35.23 The award of the arbitrator is final and binding upon the parties and any affected Employee(s).
- 35.24 Each party shall pay one-half (1/2) of the fees and expenses of the arbitrator. The parties are each responsible for their own costs associated with each arbitration.
- 35.25 All time limits provided in this Article are mandatory and may only be extended by mutual agreement, in writing.
- 35.26 An Employee must obtain the approval of the Union and be represented by the Union before an Employee grievance can be referred to arbitration.

35.27 A grievance referred to arbitration can only be withdrawn by the Employee with the prior approval of the Union.

### EXPEDITED ARBITRATION

35.28 The parties agree that any grievance may be referred to expedited arbitration:

- (a) By mutual consent; or
- (b) in the event of suspension without pay of a duration of thirty (30) days or longer, or termination, unless otherwise agreed to by the parties.

The Arbitrator shall be chosen by mutual agreement between the Parties.

#### *Procedure:*

- (a) Grievances referred to expedited arbitration must be scheduled to be heard within sixty (60) calendar days from the date of referral, unless the hearing is delayed by mutual agreement between the Parties or by the Arbitrator.
- (b) The Parties shall make every reasonable attempt to proceed by admission and minimize the use of witnesses.
- (c) Whenever possible, the Arbitrator shall deliver the decision verbally at the conclusion of the hearing, giving a brief resume of the reasons for the decision and then confirm these conclusions in writing within ten (10) calendar days of the date of the hearing.
- (d) When it is not possible to give a verbal decision at the conclusion of the hearing, the Arbitrator shall render it in writing with a brief resume of the reasons. The Arbitrator must render the written decision as soon as possible but at all times within ten (10) calendar days of the date of the hearing.
- (e) Such decisions from the expedited format shall be final and binding upon the Parties and any affected Employee(s).
- (f) The Arbitrator shall have the authority and powers conferred by the Canada Labour Code, including the authority to determine whether a matter is arbitrable under this Agreement. The Arbitrator shall not have the authority to change, modify or alter any of the terms of this Agreement. This does not preclude the Arbitrator from substituting a lesser penalty in discipline matters, or reinstating a discharged Employee, or awarding pay to the



Employee a sum equal to wages lost by reason of dismissal, or such less sum as in the opinion of the arbitrator is fair and reasonable; or

- (g) Make such order as the arbitrator considers fair and reasonable having regard to the terms of this Agreement.

35.29 Each party shall bear one-half (1/2) the cost of the Arbitrator.

### **Article 36**

#### **NO CONTRACTING OUT**

35.01 The Employer may contract out providing that it would not result in the layoff, continuance of a layoff or reduction of hours of work of bargaining unit members.

### **Article 37**

#### **LABOUR/MANAGEMENT COMMITTEE**

37.01 A Labour/Management Committee will be formed to consult on matters of Safety and Health, the Employee Assistance Program, and other matters of mutual interest.

37.02 The Labour/Management Committee shall be comprised of equal representation of the Union and the Employer, with each party choosing their respective representatives.

37.03 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

### **Article 38**

#### **DUTY TRAVEL**

38.01 An Employee who is authorized to travel on Employer business will be reimbursed for reasonable expenses incurred. Such expenses shall be advanced to the Employee prior to the Employee's leave on duty travel.

38.02 An Employee required to use their personal vehicle to discharge their duties shall receive:

- (a) A monthly allowance five hundred (\$500) for the use of a private vehicle in the course of the duties of the position to compensate for wear and tear and mileage and;

- (b) Reimbursement of costs of any increase to insurance premiums to maintain one million dollars (\$1,000,000.00) public liability and property damage coverage;
- (c) This allowance shall be discontinued if the employee is issued a work vehicle.

## **Article 39**

### **EDUCATION LEAVE**

- 39.01 Employees attending training courses at the request of the Employer will be granted leave with pay to attend such training. Refund of tuition fees in respect of courses approved in advance by the Employer shall be made on receipt of evidence of successful completion. In the case of a course of value to an Employee's work that does not require the Employee to be absent from their duties. Reimbursement of tuition by the Employer will be made on the receipt of evidence of successful completion.
- 39.02 Upon the request of the Employee, the Employer may grant education leave to Employees for either short term or long term courses. This leave may be either with or without pay. Each application shall be assessed and decided on by the Employer on an individual basis and may be approved by the Employer pending operational requirements.

## **Article 40**

### **CIVIL LIABILITY**

- 40.01 If an action or proceeding is brought against any Employee or former Employee covered by this Agreement for an alleged tort committed by the Employee in the performance of their 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 the Employee shall advise the Housing Manager of any such notification or legal process;
  - (b) The Employer shall pay any damages or costs awarded against any such Employee in any such action or proceedings and all legal fees, and/or;
  - (c) The Employer shall pay any sum required to be paid by such Employee in connection with the settlement of any claim made against such Employee provided the conduct of the Employee which gave rise to the action did not constitute a gross

disregard, gross neglect, or willful misconduct, of the duty as an Employee.

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

## **Article 41**

### **SUSPENSION AND DISCIPLINE**

- 41.01 The Employer shall have the right to warn of suspension with or without pay and/or discharge an Employee for just and sufficient cause.
- 41.02 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 in sufficient detail that the Employee may defend themselves against it.
- 41.03 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 and shall be advised of the meeting and their rights under this article 24 hours prior to the meeting taking place.

## **Article 42**

### **VACANCIES, JOB POSTING, PROMOTIONS, AND TRANSFERS**

- 42.01 Every vacancy for positions expected to be of more than six (6) months' duration and every newly-created position shall be posted in the Union Notice Area. The job posting shall state the job classification, rate of pay, and required qualifications of the job.
- 42.02 Seniority shall be a governing factor in determining promotions, demotions, order of lay-off and order of recall, and filling of jobs after posting, providing that the most senior Employee possesses the required qualifications and ability to perform the normal requirements of the job.
  - (a) Ability to do the job means ability to perform the normal requirements of the job following an appropriate familiarization

period or following an appropriate training and trial period of one (1) months duration.

- 42.03 No Employee shall be transferred to a position outside the bargaining unit without the Employee's consent. If an Employee is transferred to a position outside the bargaining unit, the Employee shall retain the seniority accumulated up to the date of leaving the unit, but will not accumulate further seniority. Such Employee shall have the right to return to a position in the bargaining unit consistent with the Employee's seniority accumulated up to the date of transfer outside the unit, subject to a position being available.
- 42.04 No Employee shall be transferred to another position within the bargaining unit without the Employee's consent.
- 42.05 New Employees shall not be hired when there are Employees on lay-off who are qualified and willing to perform 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.
- 42.06 Upon promotion an employee will be placed at a step on the wage grid higher than their current hourly rate. In the event the employee has previous experience or special skills related to the position, the starting step may be negotiated with the Employer.

### **Article 43**

#### **INSURANCE BENEFITS**

- 43.01 The Employer shall provide the following benefits:
- (a) RRSP - Seven percent (7%) contributions by the Employer, Seven percent (7%) contributions by the Employee per month, to be placed in the financial institution of the Employees choice.
  - (b) life insurance,
  - (c) long term disability insurance (premiums are to be shared between Employer and Employee)
  - (d) short term disability insurance (premiums are to be shared between Employer and Employee) and;
  - (e) dental care insurance.
- 43.02 The Employer agrees to pay to every Employee \$200.00 per year for the purposes of purchasing safety goggles or prescription safety glasses where it is required for the Employee's position.

## Article 44

### TRADES

#### WORK CLOTHING AND PROTECTIVE EQUIPMENT

- 44.01 Article required by the Safety Division or the Workers' Safety and Compensation Commission will be provided by the Employer.
- 44.02 The Employer will provide, in the shop, for work use only, one set of summer coveralls and one set of Helly Hansen or equivalent parka and bib snow pants for each carpenter and foreman. The Employer will replace same on an as needed basis **or every 3 years**.

#### COMPENSATION FOR TOOLS AND EQUIPMENT

- 44.03 The Employer shall provide each maintenance Employee who uses their own tools in the workplace with a tool allowance of three hundred dollars (\$300.00) per year.
- 44.04 The Employer shall provide each Employee with a summer boot allowance of three hundred dollars (\$300.00) per year. It will be mandatory for Employees in receipt of this allowance to wear safety boots.
- 44.05 The Employer will provide three hundred dollars (\$300.00) every three year period for winter safety boots.

## Article 45

### APPRENTICES

- 45.01 The following are agreed upon terms and conditions of employment for Employees engaged as apprentices.
- (a) The Apprentices and Tradesman Act and pursuant regulations shall apply to all apprentices. A copy of the applicable regulations shall be supplied to the apprentice upon appointment.
  - (b) The recognized Apprenticeship Training Programs shall be those listed in the "Apprentice Training Schedule" pursuant to the Apprentices and Tradesmen Act.
  - (c) Pay increases shall not be automatic but will be based upon levels of certification issued by the Apprentices Branch and shall be effective from the date of certification.

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

four year training programs

year 1        55%

year 2        65%

year 3        75%

year 4        85%

three year training programs

year 1        60%

year 2        70%

year 3        80%

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:
- (f) The Employer agrees to advance to the Employee the amount equal to the amount that will be received by the Employee from another source of income.
- (g) Apprentices shall be entitled to the benefits, terms and conditions of employment of this collective agreement while working and while on course.
- (h) Apprentices successfully completing their apprenticeship will be given preference in hiring on job vacancies. Where an Apprentice, after completing the Apprenticeship, is hired directly to a job vacancy, all time spent as an Apprentice shall count towards continuous employment with the Employer.

- (i) An apprentice whose apprenticeship is terminated by the Apprentice & Trades Qualifications Board ceases to be an Employee.

#### **Article 46**

#### **HOUSING ALLOWANCE**

- 46.01 Employees who were employed prior to January 24, 2018 and own their own house and pay all utilities or pay economic rent shall receive a Housing Allowance of five hundred dollars (\$500.00) per month.
- 46.02 All Employees who were employed prior to January 24, 2018 shall receive a Utility Allowance of two hundred dollars (\$200.00) per month.

#### **Article 47**

#### **SEVERANCE PAY**

##### LAY OFF

- 47.01 An Employee who has twelve months or more of continuous employment and who is laid off is entitled to be paid Severance Pay at the time of lay-off.
- 47.02 In the case of an Employee who is laid off following the signing of this Agreement, the amount of Severance Pay shall be one (1) weeks pay for every completed year of service. The total amount of Severance Pay which may be paid under this clause shall not exceed thirty two (32) weeks pay.

##### RESIGNATION

- 47.03 An Employee who resigns after two (2) years of continuous employment is entitled to be paid Severance Pay on resignation in accordance with the following formula:

half the number of years of service times (x) weekly rate of pay on resignation

##### RETIREMENT AND TERMINATION FOR HEALTH REASONS

- 47.04 (a) This clause shall apply to an Employee:
  - (i) who retires; or
  - (ii) whose employment is terminated as a result of a recommendation made to the Employer that the Employee

was incapable of performing the Employee's duties because of chronically poor health; and

- (b) when employment terminates for either of the reasons stated in (a) above, the Employee shall be paid Severance Pay equal to the product obtained by multiplying the weekly rate of pay on termination of employment by half the number of completed years of continuous employment to a maximum of thirty (30), less any period of continuous employment in respect of which Severance Pay was previously granted.
- (c) when employment terminates for either of the reasons stated in (a), then said Employee shall have the option to have the severance paid out in bi-weekly increments.

### **Article 48**

### **SAFETY & HEALTH**

#### **Occupational Health and Safety**

- 48.01 (a) The Employer shall comply with all applicable federal, territorial and municipal health and safety legislation and regulations. All standards established under the legislation and regulations shall constitute minimum acceptable practice. The Employer shall continue to make all reasonable provisions for the occupational safety and health of Employees.
- (b) A copy of the Northwest Territories Safety Act and Regulations, and any other applicable health and safety legislation and regulations, shall be readily accessible to each Employee in the workplace.
  - (c) The Employer will offer First Aid course to Employees in order to meet and exceed the minimum requirements under the NWT Safety Act and Regulations, including refresher courses required to maintain validity of certificate. The Employer will assume the costs of such courses. Employees approved to take first aid course shall be paid for the duration of the course.
  - (d) When purchasing new computer equipment or other technology, the Employer shall consider factors of ergonomic design and the risk of employment injury.
  - (e) Employees who have sustained injury at work during the normally scheduled hour of work and are unable to return that day due to the injury shall be paid for the straight time hours that they would have worked that day.



## Right to Refuse

### 48.02 Right to Refuse to Work

Subject to all provisions of the Northwest Territories Safety Act and to the Safety Regulations:

- (a) an Employee may refuse to do any work where the Employee has reason to believe that:
  - (i) there exists an unusual danger to the Employee's health and safety;
  - (ii) the carrying out of the work is likely to cause to exist an unusual danger to their health or safety or that of any other person; or
  - (iii) the operation of any tool appliance machine device or thing is likely to cause to exist an unusual danger to their health or safety or that of any other person.
- (b) 'unusual danger' means, in relation to any condition:
  - (i) a danger that does not normally exist in that occupation; or
  - (ii) a danger under which a person engaged in that occupation would not normally carry out in their work.
- (c) No loss of wages or discriminatory action shall be taken against any Employee by reason of the fact that the Employee exercised the right conferred upon the Employee in subsection (a).
- (d) No other Employee shall be required to use or operate any machine, device, material or thing or perform any part of the work which is being investigated pending resolution of the situation.

### 48.03 The Right to Know

#### Hazard Identification

- (a) The Employer shall identify 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 used following exposure.

- (b) The Employer will offer Workplace Hazardous Material Information Systems (WHMIS) training at the Employers expense to ensure that all Employees hold a valid certificate. The Employer shall provide WHMIS training during hours.

**Article 49**

**WAGE RATES**

49.01 Wage rates shall be as according to Appendix “A” of this Agreement

**Article 50**

**EFFECTIVE DATE**

50.01 The terms and conditions of this Agreement will be effective April 1, 2020.

**Article 51**

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

RE-OPENER OF AGREEMENT

51.01 This Agreement may be amended by mutual consent.

MUTUAL DISCUSSIONS

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

**Article 52**

**DURATION AND RENEWAL**

52.01 The term of this Agreement shall be from April 1, 2020 — March 31, 2024.

52.02 Notwithstanding Article 52.01, the provisions of this Agreement, including the provisions for the adjustment of disputes in Article 34, shall remain in effect during the negotiations for its renewal, and until either a new collective agreement becomes effective, or until the provisions of Section 89(1) of the Canada Labour Code have been met.

52.03 Either party to this Agreement may, within the period of four (4) months immediately preceding the date of expiration of the term of this Agreement, by written notice, require the other party to this Agreement to commence collective bargaining with a view to the conclusion,

renewal or revision of this Agreement in accordance with Section 49(1) of the Canada Labour Code.

52.04 Where notice to bargain collectively has been given under Article 51.03, the Employer shall not alter the rates of pay or any other term or condition of employment or any right or privilege of the Employees, or any right or privilege of the Union until a renewal or revision of this Agreement has been concluded, or until the provisions of Section 89(1) of the Canada Labour Code have been met, unless the Union consents to the alteration of such a term or condition or such a right or privilege.

### **Article 53**

#### **ULTIMATE REMOVAL ASSISTANCE**

53.01 The Employer shall pay \$1000.00 (one thousand dollars) ultimate removal to an Employee who resigns or retires provided that the Employee moves at least 400 km from Hay River, NT and provided that the Employee has been continuously employed by the Employer for at least twelve (12) months. This entitlement must be used within 1 year of completion of service with the Employer.

### **Article 54**

#### **SOCIAL JUSTICE FUND**

54.01 The Employer shall contribute one cent (1¢) per hour worked to the PSAC Social Solidarity Fund and such contribution will be made for all hours worked by each Employee in the bargaining unit. Contributions to the Fund will be made quarterly, in the middle of the month immediately following completion of each fiscal quarter year, and such contributions remitted to the PSAC National Office. Contributions to the fund are to be utilized strictly for the purposes specified in the Letters Patent of the PSAC Social Justice Fund.

54.02 Employees agree to contribute one cent (1¢) per hour worked to the PSAC Social Solidarity Fund and such contribution will be made for all hours worked. The deduction shall be made off their pay at the same time as the Employer's contribution is submitted.

### **Article 55**

#### **NORTHERN ALLOWANCE**

55.00 All Employees hired on or after January 24, 2018 shall be entitled to receive Northern Allowance, and shall not be entitled to Article 18.08

Vacation Travel Assistance, Article 45.01 Housing Allowance, or Article 45.02 Utility Allowance.

55.01 The amount of Northern Allowance shall be equal to the amount for Hay River set out in the collective agreement between the Government of the Northwest Territories and the Union of Northern Workers.

55.02 Northern Allowance shall be paid to Employees as follows:

- (a) The allowance will be paid on a bi-weekly basis, per regular hour worked;
- (b) The allowance for part-time Employees will be pro-rated to an hourly rate by dividing the annual rate by 1950 for office staff and 2080 for maintenance staff; and
- (c) No allowance will be paid on overtime hours.

55.03 Only Employees hired on or after January 24, 2018 shall be entitled to Northern Allowance

## **Article 56**

### **FAMILY VIOLENCE LEAVE**

56.01 The Employer recognizes that Employees may face violence or abuse 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 domestic violence shall be granted leave with pay up to five (5) paid days per year and five (5) unpaid days per year to attend appointments with professionals, legal proceedings, or engage in any other necessary activities to support their health, safety and security.
- (b) This leave shall be taken as consecutive or single days, or as half of a day, with request for approval being sought as soon as is reason.
- (c) This 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 year, or prorated portion of a year, to be taken in one continuous period.

- (f) 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.

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

		April 1, 2020			1.75%
	Step 1	Step 2	Step 3	Step 4	
TRO	\$33.65	\$34.49	\$35.36	\$36.24	
ADMIN	\$30.56	\$31.32	\$32.11	\$32.91	
HSNG SERVICE	\$41.25	\$42.29	\$43.34	\$44.42	
CARPENTER	\$41.25	\$42.29	\$43.34	\$44.42	
CARPENTER non cert	\$37.82	\$38.77	\$39.74	\$40.73	
FOREPERSON	\$47.25	\$48.43	\$46.63	\$50.88	

		April 1 2021			1.75%
	Step 1	Step 2	Step 3	Step 4	
TRO	\$34.24	\$35.09	\$35.98	\$36.87	
ADMIN	\$31.09	\$31.87	\$32.67	\$33.49	
HSNG SERVICE	\$41.97	\$43.03	\$44.10	\$45.20	
CARPENTER	\$41.97	\$43.03	\$44.10	\$45.20	
CARPENTER non cert	\$38.48	\$39.45	\$40.44	\$41.44	
FOREPERSON	\$48.08	\$49.28	\$50.50	\$51.77	

		April 1 2022			1.50%
	Step 1	Step 2	Step 3	Step 4	
TRO	\$34.75	\$35.62	\$36.52	\$37.42	
ADMIN	\$31.56	\$32.35	\$33.16	\$33.99	
HSNG SERVICE	\$42.60	\$43.68	\$44.76	\$45.88	
CARPENTER	\$42.60	\$43.68	\$44.76	\$45.88	
CARPENTER non cert	\$39.06	\$40.04	\$41.05	\$42.06	
FOREPERSON	\$48.80	\$50.02	\$51.26	\$52.55	

	April 1 2023			1.50%
	Step 1	Step 2	Step 3	Step 4
ASSNT MNGR	\$45.31	\$46.44	\$47.72	\$49.00
TRO	\$35.27	\$36.15	\$37.07	\$37.98
ADMIN	\$32.03	\$32.84	\$33.66	\$34.50
HSNG SERVICE	\$43.24	\$44.34	\$45.43	\$46.57
CARPENTER	\$43.24	\$44.34	\$45.43	\$46.57
CARPENTER non cert	\$39.65	\$40.64	\$41.67	\$42.69
FOREPERSON	\$49.53	\$50.77	\$51.03	\$53.34

### **Pay Notes**

- 1. All Employees hired before January 24, 2018 shall be placed at step 4 of the grid**
- 2. New Employees hired on after January 24, 2018 shall normally be placed at step one of the grid and shall move to the next step on the anniversary date of hire.**
- 3. It is agreed that any non-certified carpenter who is hired shall be paid at the non-certified hourly rate current for the year of hire. Following successful passing of probation any such Employee shall then be paid at the appropriate carpenter's rate.**

**LETTER OF UNDERSTANDING**

**BETWEEN:**

**THE HAY RIVER HOUSING AUTHORITY  
(the “Employer”)**

and

**THE PUBLIC SERVICE ALLIANCE OF CANADA  
(the “Union”)**

**(together, the “Parties”)**

**Re: Revision of Classification for the Position of Tenant Relations Officer and Creation of the Assistant Manager Classification**

**WHEREAS** the Parties acknowledge that it would be appropriate to create the classification of “Assistant Manager”;

**AND WHEREAS** the Parties further acknowledge that the classification of “Tenant Relations Officer” should be revised;

**NOW AND THEREFORE THE PARTIES AGREE AS FOLLOWS:**

1. The position of Assistant Manager will be created and added to the salary grid;
2. The Employer will provide the Union with a copy of the job description for the position of Assistant Manager and negotiate the rate for the position with the Union pursuant to Article 33 of the Collective Agreement;
3. The position of Assistant Manager will not be posted. The current incumbent for the position of Tenant Relations Officer, Mr. Adam Swanson, will be transferred to the position of Assistant Manager at Step 3.
4. The rates for the Assistant Manager position will be effective as of April 1<sup>st</sup>, 2023 and be as follows:

<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
45.31	46.44	47.72	49.00

5. The Employer shall revise the job description for the Tenants Relations Officer and remove the additional duties that were added to the position

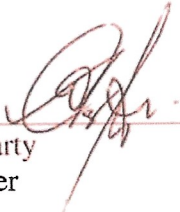


during the revision exercise which took place on or around December 29, 2014, namely:

- a. "The TRO is accountable for administrative as well as performing managerial duties as and when required";
  - b. "Assign and prioritize tasks"; and
  - c. "Coach, advise and counsel employees on attitudes, practices and behavior in daily contracts with clients or potential client in the environment of public housing".
6. The Parties agree that, once the duties referred to in paragraph 4 are removed, the current rate set out in the collective agreement for the Tenant Relations Officer will be applicable to any future employee hired in the position, subject to economic increases.


Signed the 19th day of April, 2023.

**On behalf of the Hay River Housing  
Authority**




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Carl Carty  
Manager



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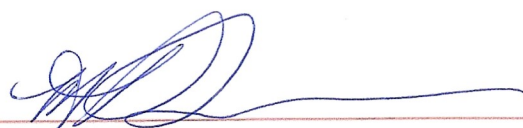
Lila Bélanger  
Chairperson, Board of Directors



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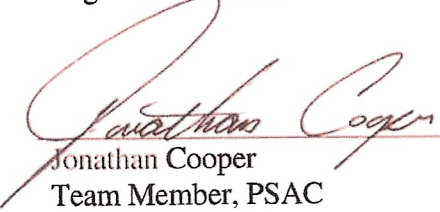
Marie-Pier Leduc  
Negotiator

**On behalf of the Public Service Alliance of  
Canada**



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Lorraine Rousseau  
Regional Executive Vice-President North




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Jonathan Cooper  
Team Member, PSAC



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Adam Swanson  
Team Member, PSAC



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Frances Baroutoglou  
Negotiator PSAC