

COLLECTIVE AGREEMENT

between

THE INUVIK 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')

EFFECTIVE: October 1, 2022
EXPIRES: September 30, 2025

The Union of Northern Workers
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ARTICLE 1
PURPOSE OF AGREEMENT

- 1.01 The Purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees and the Union, to set forth certain terms and conditions of employment relating to pay, hours of work, employee benefits, and general working conditions affecting employees covered by this Agreement and to ensure that all reasonable measures are provided for the safety and occupational health of the employees.
- 1.02 The parties to this Agreement share a desire to improve the quality of the service to the tenants, to promote well-being and increase the productivity of the employees to the end that the Authority will be well and efficiently served. Accordingly the parties are determined to establish, within the framework provided by law, an effective working relationship at all levels in which members of the bargaining unit are employed.

ARTICLE 2
INTERPRETATION AND DEFINITIONS

- 2.01 For the purpose of this Agreement:
- (a) "Abandonment of Position", excluding extenuating circumstances, means an employee is absent without leave and has not contacted the Employer for five (5) consecutive working days
 - (b) "Alliance" means the Public Service Alliance of Canada.
 - (c) "Allowance" means compensation payable to an employee in addition to their regular remuneration payable for the performance of the duties of their position.
 - (d) "Authority" means the Inuvik Housing Authority.
 - (e) "Bargaining Unit" means all employees of the Authority, Inuvik, NWT, excluding the Manager, Finance Manager, Maintenance Manager and Board of Directors as certified by the Canada Labour Relations Board on August 4, 1983 and as amended on February 10, 1987 and November 10, 1988.
 - (f) "Casual Employee" means a person employed by the Employer for work of a temporary nature not to exceed six (6) continuous months or on a "as-and-when" basis in the case of the Casual Cleaner provided that the total annual hours do not exceed 975 hours. Casual employees are not entitled to leave under Article 21 – OTHER TYPES OF LEAVE. If the hours exceed the above the

employee will no longer be considered casual and will be entitled to all the benefits of this Agreement.

- (g) A “Common-law spouse” relationship is said to exist when, for a continuous period of at least one year, an employee has lived with a person, publicly represented that person to be their spouse, and lives and intends to continue to live with that spouse as if that person were their spouse.
- (h) “Compensatory leave” means leave with pay taken in lieu of a cash payment.
- (i) “Continuous Employment” means:
 - (i) with reference to re-appointment of a lay-off their employment in the position held by them at the time they were laid off, and their employment in the position to which they are appointed shall constitute continuous employment;
 - (ii) where an employee ceases to be employed for a reason other than dismissal, abandonment of position or rejection on probation, and is re-employed within a period of three months, the employee’s periods of employment for purposes of sick leave, vacation leave, travel benefits and Long Service Bonus shall be considered as continuous employment with the Authority.
- (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 to a new position for which the maximum pay is less than that of their former position.
- (l) “Dependant” means a person residing with the employee who is the employee’s spouse (including common-law), child, step-child, adopted child who is under nineteen years of age and dependent upon them for support or being nineteen years of age or more and dependent upon them by reason of mental or physical infirmity, or any other relative of the employee’s household who is wholly dependent upon them for support by reason of mental or physical infirmity.
- (m) “Employee” means a member of the bargaining unit.
- (n) “Employer” means the 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 an employee, group of employees, or the Union submits to management, or the Employer submits to the Union, to be processed through the grievance procedure.
- (q) "Holiday" means the twenty-four (24) hour period commencing at 12 midnight at the beginning 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 funding.
- (s) "Leave of Absence" means absence from duty with the Employer's permission with or without pay.
- (t) "Manager" means the Executive Manager of the Authority.
- (u) "May" shall be regarded as permissive and "Shall" and "Will" as imperative.
- (v) "Membership Fees" means the fees established pursuant to the By-Laws of the Public Service Alliance of Canada as the fees payable by the members of the Bargaining Unit.
- (w) "Overtime" means work performed by an employee before or after or in excess or outside of their regularly scheduled hours of work.
- (x) "Probation" means a period of six (6) months from the day upon which an employee is first appointed to the Authority.
- (y) "Promotion" means the appointment of an employee to a new position, the rate of pay of which exceeds that of their former position.
- (z) "Rates of Pay"
 - (i) "daily rate of pay" means an employee's hourly rate of pay multiplied by seven and one-half (7½);
 - (ii) "weekly rate of pay" means an employee's daily rate of pay multiplied by five (5);
 - (iii) "annual salary" means an employee's weekly rate of pay multiplied by fifty-two point one seven six (52.176)
- (aa) "Representative" means a person who has been elected or appointed as steward or who represents the Union at meetings with management or who is authorized to represent the Union.

- (bb) "Term Employee" means an employee hired for a period of up to one (1) year in order to fill a vacancy created by an employee on a leave of absence. A Term employee shall receive all the benefits of the Collective Agreement except:
- Maternity Leave under clause 21.03
 - Parental Leave under clause 21.05
 - Short Term Leave for Training Purposes under ARTICLE 37
 - Lay-off and Recall under ARTICLE 43, provided however that if a term employee's employment is terminated, other than for cause, prior to the expiry of the term employee's term, the term employee shall be provided with two weeks notice, or two weeks pay in lieu of notice;
 - Severance Pay under ARTICLE 47.
- (cc) "Transfer" means the appointment of an employee to a new position, that does not constitute a promotion or demotion.
- (dd) "Union" means the Public Service Alliance of Canada as represented by its agent the Union of Northern Workers.
- (ee) "Week" for the purposes of this Agreement shall be deemed to commence on Monday and terminate at midnight on Sunday.

2.02 Except as otherwise provided in this Agreement, expressions used in this Agreement if defined in the Canada Labour Code or in the Regulations made there under, have the same meaning as given to them in the Code or Regulations.

ARTICLE 3 **RECOGNITION**

3.01 The Employer recognizes the Union as defined in Clause 2.01(dd) as the exclusive bargaining agent for all employees as described in the Certification Order issued by the Canada Labour Relations Board dated August 4, 1983 and as amended on February 10, 1987 and November 10, 1988.

3.02 Discrimination

The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee by reason of age, sex, race, creed, colour, ancestry, nationality, ethnic origin, place of origin, religion, disability, sexual

orientation, gender identity or expression, marital status, family status, family affiliation, political belief, political association, social condition, a conviction that is subject to a pardon or record suspension nor by reason of Union membership or activity.

ARTICLE 4 **APPLICATION**

- 4.01 The provisions of this Agreement apply to the Union, the employees and the Authority.
- 4.02 The Employer shall share with the Union all cost associated with the printing and distribution of the Collective Agreement to a maximum of one hundred and fifty dollars (\$150.00). The Union will facilitate said printing and distribution.

ARTICLE 5 **FUTURE LEGISLATION**

- 5.01 In the event that any law passed by Parliament or the N.W.T. 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 of equal value for the annulled or altered provision.
- 5.02 **Conflict of Provisions**
- Where there is any conflict between the provisions of this agreement and any regulation, direction or other instrument dealing with terms and conditions of employment issued by the Employer, the provisions of this agreement shall prevail.

ARTICLE 6 **STRIKES AND LOCKOUTS**

- 6.01 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.

- 6.02 Any employee who participates in any interruption or impeding of work, work stoppage, strike, sit-down, slow-down, or any other interference with production may be disciplined by the Employer.

ARTICLE 7
MANAGERIAL RESPONSIBILITIES

- 7.01 Management shall exercise its rights in a manner that is fair, reasonable and consistent with the terms of this agreement.

ARTICLE 8
RESTRICTIONS ON OUTSIDE EMPLOYMENT

- 8.01 Subject to Clause 8.02 an employee can carry on any business or employment outside their regularly scheduled hours of duty without interference from the Authority.
- 8.02 Employees are prohibited from carrying on any business or employment outside their regularly scheduled hours of duty when such business or employment is such that:
- (a) a conflict of duties may develop between an employee's regular work and their outside interests; or
 - (b) certain knowledge and information available only to Authority personnel place the individual in a position where they can exploit the knowledge or information for personal gain.

ARTICLE 9
EMPLOYER DIRECTIVES

- 9.01 The Employer shall provide the Union with a copy of all personnel directives that are intended to clarify the interpretation or application of the Collective Agreement. Where the Union or the employees disagree with the Employer's directive, either the Union or the employees may grieve pursuant to the grievance procedures contained herein.

ARTICLE 10
UNION ACCESS TO EMPLOYER PREMISES

10.01 Upon reasonable notification the Employer shall permit access to its work premises of an accredited representative of the Union. Permission to enter the Employer's premises shall not be unreasonably denied.

ARTICLE 11
APPOINTMENT OF REPRESENTATIVES

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

ARTICLE 12
TIME-OFF FOR UNION BUSINESS

12.01 Conciliation or Arbitration Hearings

- (1) The Employer will grant leave with pay to:
 - (a) one (1) employee representing the Union before a Conciliation Board or Arbitration Hearing;
 - (b) an employee who is a party to the grievance which is before the Arbitration Hearing;
 - (c) where operational requirements permit, one (1) witness called by an employee who is a party to the grievance;
- (2) Where operational requirements permit, one (1) employee called by the Union as a witness before a Conciliation or Arbitration Hearing.

12.02 Where an employee and their representative are involved in the process of the employee's grievance and where operational requirements permit, the employee or both the employee and their representative shall be granted reasonable time off:

- (a) when the discussions take place in the Town of Inuvik, leave with pay, and;
- (b) when the discussions take place outside the Town of Inuvik, leave without pay.

12.03 Contract Negotiations Meetings

Except for unusual and unforeseen circumstances the Employer will grant leave with pay for two (2) employees for the purpose of attending contract negotiations on behalf of the Union for the duration of such negotiations.

12.04 Preparatory Contract Negotiations Meetings

When operational requirements permit, the Employer will grant leave with pay to two(2) employees to attend a reasonable number of preparatory negotiations meetings.

12.05 Meetings Between Employee Organizations and Management

When operational requirements permit, the Employer will grant leave with pay to one (1) employee who is meeting with the Manager on behalf of the Union.

12.06 Employee Organization Executive Council Meetings, Congress and Conventions

When operational requirements permit, the Employer will grant reasonable leave without pay to a reasonable number of employees to attend executive council meetings and conventions of the Union, the Component, Union of Northern Workers, the Canadian Labour Congress and the N.W.T. Federation of Labour.

12.07 Representatives Training Course

When operational requirements permit, the Employer will grant reasonable leave without pay to an employee who exercises the authority of a Representative on behalf of the Union to undertake training related to the duties of a Representative.

12.08 Time-off for Representatives

- (1) A Representative shall obtain the permission of their immediate supervisor before leaving their work to investigate a grievance, to meet with management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld.
- (2) The Representative shall make every reasonable effort to report back to their supervisor before resuming their normal duties.

12.09 Leave for Elected Officers

- (1) Employees elected as President, 1st Vice President, 2nd Vice President and Regional Vice President of the Union shall be granted leave of absence for the term of office. During the leave of absence such employees shall maintain all accumulated rights and benefits to which they are entitled under the collective agreement.

- (2) Upon reasonable notice, the Employer shall grant leave without pay to a Union representative seconded for a minimum of one week to serve as President of the Union on a temporary basis.
 - (3) The Employer shall continue to pay such employees their applicable salary in accordance with the terms of the collective agreement. Upon invoice by the Employer the Union shall reimburse the Employer for the amounts so paid.
- 12.10 When Union Leave Without Pay is granted under this Article, the Employer will continue to pay employees their applicable salary and benefits during such leave. Upon invoice by the Employer, the Union will reimburse the Employer for the amounts so paid.

ARTICLE 13 **CHECK OFF**

- 13.01 Effective the first of the month following the signing of this Agreement, the Employer will, as a condition of employment, deduct an amount equal to the amount of membership dues from the pay of all employees in the Bargaining Unit.
- 13.02 The Alliance shall inform the Employer in writing of the authorized deduction to be checked off for each employee within the Bargaining Unit.
- 13.03 For the purpose of applying Clause 13.01, deductions from pay for each employee will occur on a bi-weekly basis 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.
- 13.04 From the date of signing and for the duration of this Agreement no employee organization, other than Alliance, shall be permitted to have membership fees deducted by the Employer from the pay of the employees in the Bargaining Unit.
- 13.05 The amounts deducted in accordance with Clause 13.01 shall be remitted to the:

Comptroller of the Alliance
Public Service Alliance of Canada
233 Gilmour Street
Ottawa, Ontario K2P 0P1

by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on their behalf.

- 13.06 The Employer agrees to continue past practice of making deductions for other purposes on the basis of the production of appropriate documentation.
- 13.07 The Alliance agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this article except for any claim or liability arising out of an error committed by the Employer.
- 13.08 The Employer agrees to identify annually on each employee's T-4 slip the total amount of Alliance dues deducted for the preceding year.

ARTICLE 14 **INFORMATION**

14.01 Changes in the Bargaining Information

- (1) The Employer agrees to provide the Union within thirty (30) days of changes occurring in the Bargaining Unit with the name, address, job title, and social insurance number of all employees in the Bargaining Unit. This information shall be sent to the:

Union of Northern Workers
Membership Secretary
mem@unw.ca

- (2) The Employer shall indicate which employees have been recruited or transferred and those employees who have been struck off strength during the period reported.

14.02 The Employer shall provide the Union, on a quarterly basis, with information concerning each member in the Bargaining Unit. The Employer shall provide:

- (a) Name;
- (b) Position title;
- (c) Status (permanent, term, casual);
- (d) Range and step;
- (e) Address;
- (f) Personal email;
- (g) Social Insurance Number;
- (h) Phone number;
- (i) Hire date; and

- (j) Termination date;
of all employees in the bargaining unit.
- 14.03 The Employer shall provide each employee with a copy of the Collective Agreement.
- 14.04 The Employer agrees to provide each new member of the Bargaining Unit with a copy of the Collective Agreement upon their appointment.
- 14.05 Where possible and reasonable, the Employer shall arrange for a translating/interpreting service of this Collective Agreement for those employees who cannot read English.

ARTICLE 15
PROVISION OF BULLETIN BOARD AND OTHER FACILITIES

- 15.01 The Employer shall provide bulletin board space in each location clearly identified for exclusive Union use for the posting of notices pertaining to elections, appointments, meeting dates, news items and social and recreational affairs.
- 15.02 The Employer may make available to the Union specific locations on the premises for the placement of bulk quantities of literature of the Union.
- 15.03 The Employer may make available to the members of the Bargaining Unit a suitable meeting room to be used from time to time for the conducting of business relating to the Bargaining Unit.
- 15.04 Employees shall be allowed after-hours access to Authority facilities and/or vehicles, solely for the purpose of obtaining personal tools. Employees shall not utilize Authority facilities and/or vehicles for personal purposes.

ARTICLE 16
DESIGNATED PAID HOLIDAYS

16.01 Paid Holidays

- (1) The following days are designated paid holidays for employees covered by this Collective Agreement:
 - (a) New Year's Day;
 - (b) Good Friday;
 - (c) Easter Monday;
 - (d) The day fixed by proclamation of the Governor in Council for the celebration of the Birthday of the Sovereign;

- (e) National Indigenous Peoples' Day
 - (f) Canada Day;
 - (g) The first Monday in August, or another day fixed by order of the Commissioner of the N.W.T.;
 - (h) Labour Day;
 - (i) National Day for Truth and Reconciliation (September 30)
 - (j) The day fixed by Order of the Commissioner as a general day of Thanksgiving;
 - (k) Remembrance Day;
 - (l) Christmas Day;
 - (m) Boxing Day;
 - (n) Any additional day when declared by the Mayor of the Town of Inuvik as a Civic Holiday, or when proclaimed by an Act of Parliament as a National Holiday or by the Legislative Assembly of the Northwest Territories as a Territorial Holiday.
 - (o) One additional half day to attend Land Claim Day celebrations for registered Gwich'in or Inuvialuit members, subject to operational requirements. Employees who do not attend work on the morning of the Land Claim Day celebration because of other leave entitlements will be required to utilize leave credits for the afternoon period. If an employee is required to work they shall be compensated at the overtime rate for time worked during the holiday hours.
- (2) Where the Mayor of the Town of Inuvik proclaims a holiday for employees in the community in support of a community function the employees of the Authority who are scheduled to report for work on that day shall be given the time off with pay. If an employee is required to work they shall be compensated at the overtime rate for the time worked during the holiday hours.
- (3) Clause 16.01 does not apply to an employee who is absent without pay on both the working day immediately preceding and the working day following the Designated Paid Holiday.

16.02 Holiday Falling on a Day of Rest

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 their day of rest.

16.03 When a day designated as a holiday for an employee is moved to another day under the provisions of Clause 16.02:

- (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.

16.04 Overtime Pay

When the Employer requires an employee to work on a Designated Paid Holiday as overtime they shall be compensated in addition to the pay that they would have been granted had they not worked on the holiday:

- (a) one and one half (1½) times the employee's hourly rate for the first eight (8) hours worked; and
- (b) twice (2) the employee's hourly rate for hours worked in excess of eight (8) hours.

16.05 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.

16.06 At the request of the employee, and where the operational requirements of the Authority permit, an employee shall not be required to work both Christmas and New Year's Day.

ARTICLE 17
LEAVE – GENERAL

17.01 When the employment of an employee who has been granted more vacation, sick or special leave with pay than they have earned is terminated the employee shall be considered to have earned that amount of leave with pay granted to them provided that:

- (a) an employee's employment is terminated by death;
- (b) an employee's employment is terminated by lay-off instituted at any time after they have completed two (2) or more years of continuous employment.

17.02 When an employee is in receipt of an allowance and is granted leave with pay, they are entitled during their period of leave to receive the allowance.

17.03 During the month of April in each year the Employer shall inform each employee in the Bargaining Unit in writing of the balance of their special, sick, compensatory and vacation leave credits as of the 31st day of March.

17.04 If, at the end of the fiscal year, an employee's entitlement to vacation leave with pay includes a fractional entitlement of less or more than one-half day the entitlement shall be increased as follows:

- (a) to a half day if the fractional entitlement is less than one-half ($\frac{1}{2}$) day;
- (b) to a full day if the fractional entitlement is more than one-half ($\frac{1}{2}$) day.

ARTICLE 18 **VACATION LEAVE**

18.01 Accumulation of Vacation Leave

- (1) For each month of a fiscal year in which an employee, except casual employees, receives ten (10) days' pay, they shall earn Vacation Leave at the following rates:
 - (a) one and one-quarter ($1\frac{1}{4}$) days each month until the month in which the anniversary of the first (1st) year of continuous service is completed.
 - (b) one and two-thirds ($1\frac{2}{3}$) days each month commencing in the month after completion of the first (1st) year of continuous service and ending in the month that three (3) years of continuous service is completed.
 - (c) two (2) days each months commencing in the month after completion of three (3) years of continuous employment and ending in the month that six (6) years of continuous service is completed.
 - (d) two and one-quarter (2.25) days each month commencing in the month after completion of six (6) years of continuous employment and ending in the month that twelve (12) years of continuous service is completed.
 - (e) two and one-half (2.5) days each month commencing in the month after completion of twelve (12) years of continuous employment and ending in the month that fifteen (15) years of continuous service is completed.
 - (f) two and three quarters (2.75) days each month commencing in the month after completion of fifteen (15) years of continuous employment.

- (2) Casual employees shall be paid vacation pay at an amount equal to six (6) percent of the employee's earnings for the pay period. Casual employees shall not be entitled to vacation leave.

18.02 Granting of Vacation Leave

- (1) In granting vacation leave with pay to an employee, the Employer shall make every reasonable effort:
 - (a) to schedule vacation leave for all employees in the fiscal year in which it is earned;
 - (b) not to recall an employee to duty after they have proceeded on vacation leave;
 - (c) to grant the employee their vacation leave during the fiscal year in which it is earned at a time specified by the employee;
 - (d)
 - (i) to grant the employee vacation leave for at least up to five (5) consecutive weeks depending upon their vacation entitlements when so requested by the employee; and
 - (ii) to grant employees their vacation leave preference and whereas between two or more employees who have expressed a preference for the same period of vacation leave, length of service with the Authority will prevail;
 - (iii) where the operational requirements are such that an employee is not permitted to take their vacation leave during the months of June to September inclusive in one fiscal year, special consideration will be given to the employee being granted their vacation leave during the months of June to September in the next fiscal year;
 - (e) to grant the employee their vacation leave when specified by the employee if the period of vacation leave is less than a week, providing the employee gives the Employer reasonable advance notice;
 - (f) all employees shall where possible provide the Employer with three (3) months' notice of the proposed period of vacation leave. At the discretion of the Employer, such notice period may be shortened.
- (2) The Employer shall make every reasonable effort to reply to the request for vacation leave submitted by the employee within five (5)

days after the request has been received. Where the Employer has proposed to deny the vacation leave requested by the employee, the Employer shall provide the employee with the reasons, in writing, for such denial of vacation leave.

- (3) When requested by an employee the Employer shall advance unearned Vacation Leave Days to a maximum of that which can be earned in the current fiscal year.
- (4) There shall be no advance of unearned vacation leave for employees who are on probation.

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

- (a) is granted special leave, when there is a death in their immediate family as defined in ARTICLE 19; or
- (b) is granted special leave with pay because of illness in the immediate family as defined in ARTICLE 19; or
- (c) is granted sick leave on production of a medical certificate.

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

18.04 Carry-over Provisions

Employees may not carry over more vacation leave credits than can be earned in one (1) fiscal year. Vacation leave credits exceeding a one (1) year entitlement shall be liquidated in cash.

18.05 Recall From Vacation Leave

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

- (a) in proceeding to their place of duty;
- (b) in respect of any non-refundable deposits or pre-arrangements associated with their vacation;
- (c) in returning to the place from which they was recalled if they immediately resume vacation upon completing the assignment for which they were recalled; after submitting such accounts as are normally required by the Employer.

18.06 The employee shall not be considered as being on vacation leave during any period in respect of which they are entitled under Clause 18.05 to be reimbursed for reasonable expenses incurred by them.

18.07 Leave When Employment Terminates

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

18.08 An employee whose employment is terminated by reason of declaration that they abandoned their position is entitled to receive the payment referred to in Clause 18.06. If after reasonable efforts the Employer is unable to locate the employee within six (6) months of termination, their entitlement shall lapse.

18.09 Travel Time

Every employee who is proceeding on vacation leave shall be granted, once in each fiscal year, in addition to their vacation leave, travel time with pay. Employees' travel leave shall be three (3) days.

ARTICLE 19
SPECIAL LEAVE

19.01 Credits

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

- (a) three-quarters (0.75) of a day for each calendar month in which they received pay for at least ten (10) days, or
- (b) one-quarter ($\frac{1}{4}$) day for each calendar month in which they received pay for less than ten (10) days.

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

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

- (1) The Manager shall grant special leave earned with pay for a period of up to five (5) consecutive working days:
 - (a) when there is a death in the employee's immediate family;
 - (b) when an employee is to be married.
- (2) The Manager may grant an employee special leave with pay for a period of up to five (5) consecutive working days:
 - (a)
 - (i) where a member of the immediate family becomes ill (not including childbirth) and the employee is required to care for their dependants or for the sick person;
 - (ii) where a member of the immediate family residing outside the employee's community of residence becomes seriously ill;
 - (iii) where the employee is required to act as a medical escort for a dependent.
 - (b) where special circumstances not directly attributable to the employee prevent their reporting to duty, including:
 - (i) serious household or domestic emergencies.
 - (ii) a general transportation tie-up caused by weather if the employee makes every reasonable effort to report for duty;
 - (iii) serious community emergencies, where the employee is required to render assistance;
 - (c) in the event of the death of the employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law.
 - (d) in circumstances which are of general value to the Authority, such as where the employee:
 - (i) takes an examination which will improve their position or qualifications in the Authority;
 - (e) in the event that the employee or a child of the employee or a child in the care of the employee is the victim of domestic violence, in accordance with section 21.08.

Such leave shall not be unreasonably denied.

19.03 Special leave in excess of five (5) consecutive working days for the purposes enumerated in Clause 19.02 may be granted.

19.04 An employee shall be granted special leave with pay up to a maximum of two (2) working days on the occasion of the birth of a child. An employee shall be granted special leave with pay up to a maximum of two (2) working days on the occasion of the adoption of a child. This leave may be divided into two parts and taken on separate days. Under special circumstances the Employer may extend this period to a maximum of three (3) working days.

19.05 Advance of Credits

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

19.06 Other Special Leave

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

Medical, Dental and Legal Appointments

Whenever it is necessary for an employee to attend upon their health care practitioner, dentist, or lawyer during working hours they shall be granted special leave for these purposes.

School Appointments

When the employee is required to meet with a school official on behalf of their child and where that meeting cannot be scheduled outside of working hours.

Other Special Leave

The Employer may grant an employee special leave for other purposes of a special or unusual nature. Employees may be granted special leave with pay to a maximum of one-half ($\frac{1}{2}$) day per occurrence where the employee's health care practitioner requires them to attend regular or recurring medical treatments and checkups. Such other special leave shall not be unreasonably denied.

19.07 The provisions of this Article do not apply to an employee who is on leave of absence without pay, or under suspension.

19.08 Quarantine

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

Evacuation Leave

- 19.09 Employees may be granted a leave of absence with pay in the event of a community evacuation for the duration of the evacuation or for a maximum of thirty (30) working days, whichever is the lesser, provided that the employees are not deemed essential by the Employer and required to work during the evacuation.

Use of Sick Leave as an Alternative

- 19.10 It is understood that employees can draw from their sick leave bank for leave related to medical appointments, quarantine and medical travel at their discretion.

ARTICLE 20
SICK LEAVE

- 20.01 The Authority and the Union agree that the purpose of Article 20 is only to protect the employee from loss of income due to illness or injury.
- 20.02 An employee shall accumulate sick leave benefits at the rate of one and one-quarter (1¼) days for each calendar month for which they receive pay for at least ten (10) days.
- 20.03 Subject to (1) and (2) below, and 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 benefits.
- (1) There shall be no charge against an employee's sick leave benefits when their absence on account of illness is less than one-half day and the employee has been on duty for at least two hours.
 - (2) Where the period of absence on account of illness is at least one-half day but less than a full day, one-half day only shall be charged as sick leave.
- 20.04 Unless otherwise informed by the Employer an employee must sign a statement stating that because of illness or injury they were unable to perform their duties if the period of leave requested does not exceed three (3) working days.

- 20.05 An employee is required to produce a certificate from a certified health care practitioner, certifying that such employee is unable to carry out their duties due to illness:
- (a) for sick leave in excess of three (3) working days;
 - (b) at the discretion of the employer, if there is reason to suspect that the employee is misusing their sick leave.
- 20.06 Where leave of absence without pay is authorized for any reason, or an employee is laid-off because of lack of work, the employee shall retain their unused sick leave benefits for a period of one (1) year from the time of layoff or commencement of leave without pay.
- 20.07 In circumstances where sick leave would be authorized but the employee has insufficient or no sick leave benefits, at the discretion of the Employer, the employee may be granted sick leave in advance to a limit of fifteen (15) days which shall be charged against future benefits as earned. If the employee dies before authorized unearned sick leave has been liquidated, no recovery shall be made from the employee's estate.
- 20.08 An employee is not eligible for sick leave with pay for any period during which they are on leave of absence without pay or under suspension.
- 20.09 In each fiscal year that an employee uses six or less sick days, they shall be credited with three (3) paid discretionary leave days in the following year. Such leave will be approved, subject to operational requirements.
- 20.10 Travel Time
- An employee who has been referred to a medical centre as a result of the necessary treatment not being available in the Inuvik area shall be granted leave of absence with pay for the lesser of three (3) days or the actual time taken to travel from Inuvik to the medical centre and return.
- 20.11 Transportation to a Medical Centre
- In the event that an employee or an employee's dependent is required to travel to another destination to secure medical or dental treatment, the employee agrees to secure said travel assistance from the appropriate level of Government. Any employee required to pay a deductible amount to the Government for this purpose is to recover this amount through their Benefit Plan. Any employee not so covered will be reimbursed this amount by the Employer to a maximum amount of one hundred and fifty dollars (\$150.00).

ARTICLE 21
OTHER TYPES OF LEAVE

21.01 Court Leave

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

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

21.02 Injury on Duty Leave

- (1) An employee shall be granted injury-on-duty leave with pay to a maximum of either special leave credits or sick leave credits they have accumulated, but not both, where it is determined by the Worker's Compensation & Safety Commission that they are unable to perform their duties because of:
 - (a) personal injury accidentally received in the performance of their duties and not caused by the employee's willful misconduct; or
 - (b) sickness resulting from the nature of their employment; or
 - (c) over-exposure to radioactivity or other hazardous conditions in the course of their employment;

if the employee agrees to pay the Authority any amount received by them from the Worker's Compensation & Safety Commission for loss of wages in settlement of any claim the employee 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 their agent has paid the premium.

- (2) While the parties are awaiting the decision of the Worker's Compensation & Safety Commission as to the compensability of the injury, the employee shall use their sick leave credits. If the injury is not compensable, there shall be no return of sick leave credits used by the employee. If the injury is compensable, the employer shall credit the employee with the sick leave credits used.

The time off taken by the employee shall be charged at the employee's option to either their special or sick leave credits but not both, at the appropriate rate.

- (3) The appropriate rate of liquidation of injury on duty leave after an award by the Worker's Compensation & Safety Commission shall be equal to the difference between the employee's regular wages and the compensation received from the Worker's Compensation & Safety Commission, i.e., if $\frac{2}{3}$ of the employee's regular wage is received from the Worker's Compensation & Safety Commission, the amount of leave liquidated for one day's Injury on duty leave shall be $\frac{1}{3}$ day.

21.03 Maternity Leave

- (1) An employee who is pregnant shall be granted seventeen (17) consecutive weeks pregnancy leave without pay commencing at any time during the seventeen (17) week period immediately preceding the expected date of delivery.
- (2) Subject to 21.03(3), an employee who becomes pregnant shall notify the Employer at least four (4) weeks before the day on which they expect to commence pregnancy leave.
- (3) At the request of an employee, the Employer may vary the time specified in 21.03 (1) provided that the employee submits the written approval of a health care practitioner.
- (4) Further, when a pregnant employee produces a statement from their physician that their working condition may be detrimental to their health or that of the fetus, the employer will either change those working conditions 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 their pregnancy.
- (5) Pregnancy Leave Allowance
 - (a) After completion of six (6) months continuous employment, an employee who provides the Employer with proof that they have applied for, are serving the E.I. waiting period or are in

receipt of unemployment insurance benefits pursuant to the Employment Insurance Act, shall be paid a pregnancy leave allowance.

- (b) An applicant under Clause 21.03(5)(a) shall sign an agreement with the Employer providing:
 - (i) that they will return to work and remain in the Employer's employ for a period of at least six (6) months after their return to work;
 - (ii) that they will return to work on the date of the expiry of their pregnancy leave, unless this date is modified with the Employer's consent.
 - (c) Should the employee fail to return to work as per the provisions of Clause 21.03(5)(b)(ii), the employee recognizes that they are indebted to the Employer for the amount of pregnancy leave allowance received.
- (6) In respect of the period of pregnancy leave, payments made according to the supplementary unemployment plan will consist of the following:
- (a) for the first week, payments equivalent to ninety-three (93) percent of the employee's weekly rate of pay; and
 - (b) for the period during which Employment Insurance Maternity Benefits are received, payments equivalent to the difference between Employment Insurance Maternity Benefits the employee is eligible to receive and ninety-three (93) percent of their weekly rate of pay; and
 - (c) where the employee has received Employment Insurance Maternity Benefits for fifteen (15) weeks and thereafter remains on pregnancy leave without pay, they are eligible to receive a payment equivalent to ninety-three (93) percent of their weekly rate of pay for a period of one (1) week; and
 - (d) Weekly Rate of Pay
 - (i) For a full-time employee the weekly rate of pay referred to in Clause 21.03 (6) (a), (b) and (c) shall be the weekly rate of pay to which they are entitled for the classification prescribed in their certificate of appointment on the day immediately preceding the commencement of the pregnancy leave.

- (ii) For a part-time employee the weekly rate of pay referred to in Clause 21.03 (6) (a), (b) and (c) shall be the pro-rated weekly rate of pay to which they are entitled for the classification prescribed in their certificate of appointment averaged over the six month period of continuous employment immediately preceding the commencement of the pregnancy leave.
 - (e) 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 this Article, the payment shall be adjusted accordingly.
 - (f) The employee has no vested right to this allowance except for supplementation of E.I. benefits as provided in this Article.
- (7) Credits for service and seniority shall accumulate for a period up to seventeen (17) weeks while an employee is on pregnancy leave.
- (8) The Employer will continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the employee participates for a period up to seventeen (17) weeks while the employee is on pregnancy leave.
- (9) Subject to any changes to the employee's status which would have occurred had they not been on pregnancy leave, the employee shall be reinstated to their former duties.

21.04 Leave for Other Reasons

Notwithstanding any provisions for leave in this Agreement, the Authority may grant leave of absence with or without pay to an employee for any other purpose.

21.05 Parental Leave

- (1) An employee who has or will have the care of their new-born child or of a child who is in their care for adoption shall be granted parental leave without pay, up to a maximum of sixty-three (63) consecutive weeks, 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, except where such notice is not possible due to unforeseen circumstances.
- (2) An employee who is on parental leave may, with the consent of the Employer, resume employment before the expiration of the leave.

- (3) Parental leave shall be taken during the eighty-six (86) week period immediately following the day the child is born, or in the case of adoption, within the seventy-eight (78) week period from the date the child comes into the employee's care.
- (4) Parental Leave Allowance
- (a) After completion of six (6) months continuous employment, an employee who provides the Employer with proof that they have applied for, are serving the E.I. waiting period or are in receipt of unemployment insurance benefits pursuant to the Employment Insurance Act, shall be paid a parental leave allowance for a period of up to seventeen (17) weeks following the commencement of the parental leave.
- (b) An applicant under Clause 21.05(4)(a) shall sign an agreement with the Employer providing:
- (i) that they will return to work and remain in the Employer's employ for a period of at least six (6) months after their return to work;
- (ii) that they will return to work on the date of the expiry of their parental leave, unless this date is modified with the Employer's consent.
- (c) Should the employee fail to return to work as per the provisions of Clause 21.05(4)(b)(ii), the employee recognizes that they are indebted to the Employer for the amount of parental leave allowance received.
- (6) In respect of the period of parental leave, payments made according to the supplementary unemployment plan will consist of the following:
- (a) For the first week, where the employee is subject to a waiting period before receiving Employment Insurance Parental Benefits, a payment equivalent to 93% of their weekly rate of pay;
- (b) For the period during which the employee receives Employment Insurance Parental Benefits, up to a maximum of sixteen (16) weeks, payments equivalent to the difference between the Employment Insurance Parental Benefits they are eligible to receive and ninety-three (93%) of their weekly rate of pay;
- (d) Weekly Rate of Pay

- (i) For a full-time employee the weekly rate of pay referred to in Clause 21.05 (6) (a), (b) and (c) shall be the weekly rate of pay to which they are entitled for the classification prescribed in their certificate of appointment on the day immediately preceding the commencement of the parental leave.
- (ii) For a part-time employee the weekly rate of pay referred to in Clause 21.05 (6) (a), (b) and (c) shall be the pro-rated weekly rate of pay to which they are entitled for the classification prescribed in their certificate of appointment averaged over the six month period of continuous employment immediately preceding the commencement of the parental leave.
- (e) 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 this Article, the payment shall be adjusted accordingly.
- (f) The employee has no vested right to this allowance except for supplementation of E.I. benefits as provided in this Article.
- (7) Where the employee elects to receive Extended Parental Employment Insurance Benefits, there shall be no increase in the amount of parental leave allowance payments. The employee shall be entitled to the same Standard Parental Leave allowance payments that the employee would be entitled to had the employee received Standard Parental Employment Insurance Benefits.
- (8) Credits for service and seniority shall accumulate for a period up to sixty-three (63) weeks while an employee is on parental leave.
- (9) The Employer will continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the employee participating for a period up to sixty-three (63) weeks while the employee is on parental leave.
- (10) Subject to any changes to the employee's status which would have occurred had they not been on parental leave, the employee shall be reinstated to their former duties.

21.06 An employees whose spouse or common-law partner is pregnant, has given birth or is caring for a newborn or a newly adopted child shall be allowed one (1) week of leave with pay if medical complications arise such that the employee is required to render assistance, subject to the

employee providing to the Employer a certificate from a health care practitioner verifying the need for such assistance.

21.07 Compassionate Care Leave

- (a) The employee shall grant employees up to twenty-seven (27) weeks of compassionate care leave to care for a critically ill member of the employee's immediate family, in accordance with the NWT Employment Standards Act.
- (b) To be eligible for compassionate care leave,
 - (i) the employee must submit to the employer a request for compassionate care leave advising the employer of the expected duration of the leave;
 - (ii) the employee's family member must be suffering from a serious medical condition with a significant risk of death within 27 weeks of the request for leave; and
 - (iii) the employee must provide, if requested by the employer, a certificate from a certified health care practitioner confirming the medical condition referred to in paragraph (ii).

(c) Compassionate Care Leave Allowance

After completion of six (6) months continuous employment, an employee who provides the Employer with proof that they have applied for, are serving the E.I. waiting period or are in receipt of unemployment insurance benefits pursuant to the Employment Insurance Act, shall be paid a compassionate care leave allowance for a period of up to eight (8) weeks following the commencement of the compassionate care leave. In respect of the period of compassionate care leave, payments made according to the supplementary unemployment plan will consist of the following:

- (i) where the employee is subject to a waiting period before receiving employment insurance benefits, an allowance of ninety-three percent (93%) of his/her weekly rate of pay for one (1) week, less any other monies earned during this period; and
- (ii) for each week that the employee receives employment insurance benefits, up to a maximum of seven (7) weeks, payments equivalent to the difference between the Employment Insurance benefits that the employee received at the actual time of the leave and ninety-three percent (93%) of his/her weekly rate of pay.

- (iii) Credits for service and seniority shall accumulate for a period of up to twenty-seven (27) weeks while an employee is on compassionate care leave.
- (iv) The Employer will continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to twenty-seven (27) weeks while the employee is on compassionate care leave.
- (v) Subject to any changes to the employee's status which would have occurred had they not been on compassionate care leave, the employee shall be reinstated to their former duties.

21.08 Domestic Violence Leave

(1) The Employer shall grant leave up to a maximum of ten (10) days per calendar year, to an employee who is experiencing domestic violence, the first five days of which will be paid, and the other five days unpaid. This leave may be taken as consecutive or single days or as a fraction of a day, without prior approval, to attend medical appointments, legal proceedings and any other necessary activity.

(2) Employees may use their accrued special leave credits for the purpose of Domestic Violence Leave. If no credits are available, credits shall be advanced, subject to the deduction of such advance leave from any special leave credits subsequently earned.

21.09 Paid Leave for Hunting, Fishing, or Harvesting

Leave with pay, to a maximum six (6) days per fiscal year, shall be granted on four (4) hours' notice to an employee in order to meet traditional hunting, fishing or harvesting pursuits, subject to operational requirements. Such leave shall not be unreasonably denied.

In the event that several employees want to take hunting, fishing or harvesting leave at the same time, seniority will be the deciding factor in granting the leave.

21.10 Winter Holidays Leave

All employees shall be granted four (4) days' leave with pay for regular working hours falling in the period between December 24th at noon and January 1st.

ARTICLE 22 **NORTHERN ALLOWANCE**

22.01 All employees will receive a Northern Allowance.

The Northern Allowance will be calculated as an hourly amount and paid on the basis of regular hours worked in the pay period. It is not paid on overtime or leave without pay. The amount of the allowance will be adjusted as and when the GNWT adjusts the amount of Northern Allowance for the community of Inuvik. The Northern Allowance is taxable on receipt and there is no provision to advance or bank the allowance.

ARTICLE 23 **HOURS OF WORK – GENERAL**

23.01 (1) Work week shall be Monday to Friday inclusive as follows:

(a) All Employees - 8:30 am to 5:00 pm, exclusive of a one (1) hour lunch period;

23.02 Employees shall be entitled to a rest period with pay, of fifteen (15) minutes duration commencing on or about the mid-point of the first half of the scheduled work day and shall be entitled to a rest period with pay, of fifteen (15) minutes duration commencing on or about the mid-point of the last half of the scheduled work day. An employee may absent themselves from their place of work during such rest period, but for each such rest period shall not be absent with pay from their place of work for more than fifteen (15) minutes.

23.03 A specified meal period of one hour's duration shall be scheduled as close to the mid-point of the work day as possible. The Employer will make every effort to arrange meal periods at times convenient to the employees.

23.04 In the event that an employee is unable to take a meal or rest period(s) due to operational requirements, the employee shall, subject to management approval, be allowed to take this meal or rest period(s) later in the day. If the employee is unable to take the meal or rest period(s) later in the day, they may, subject to management approval, either leave work early or receive overtime payment in the amount of time equivalent to the missed meal or rest period(s). Such approval will not be unreasonably denied.

ARTICLE 24 **OVERTIME**

24.01 In this Article:

- (a) "Overtime" means work performed by an employee before or after or in excess or outside of their regularly scheduled hours of work;
- (b) "Straight time rate" means the hourly rate of remuneration;
- (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 An employee who is required to work overtime shall be compensated for each completed fifteen (15) minutes of overtime worked by them subject to a minimum payment of one (1) hour at the overtime rate when the overtime work is authorized in advance by the Employer.

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

24.04 (1) Subject to operational requirements 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.

(2) Except in the case of an emergency an employee may for cause refuse to work overtime, providing they place their refusal in writing.

24.05 (1) An employee who is requested to work overtime shall be entitled to a minimum of one hour's pay at the appropriate rate described below in (2).

(2) Overtime work shall be compensated as follows:

- (a) at time and one-half (1½) for all hours except as provided in Clause 24.05 (2)(b);
- (b) at double time (2) for all hours of overtime worked in a day after the first four (4) hours of overtime and double time (2) for all hours worked on a Sunday or Designated Paid Holiday.
- (c) In lieu of (a) and (b) above, the Employer may agree to grant equivalent leave with pay at the appropriate overtime rate to be taken at a time mutually agreeable to the Employer and the employee. Such equivalent leave with pay shall not

exceed seventy-five (75) hours in one fiscal year. An employee may bank an additional 37.5 hours towards their 75 hours for the following year. Once an employee has banked 112.5 hours in the fiscal year, all additional overtime will be paid out in the pay period in which it is earned.

24.06 Where an employee is required to work three (3) or more hours of overtime immediately following their regularly scheduled hours of duty, and, because of operational requirements the employee is not permitted to leave their place of work, the Employer will either provide the employee with a meal or meal allowance equal to the amount prescribed for Dinner in the current Federal Treasury Board rates as per Clause 36.02.

ARTICLE 25 **PAY**

25.01 Pay

(1) 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 Rates of Pay Article.

25.02 Employees shall be paid on a bi-weekly basis with pay days being every second Friday.

25.03 Employees who have earned overtime compensation or any other extra allowances in addition to their regular pay, shall receive such remuneration in the pay period when such compensation was earned. When overtime compensation is paid, the pay statement shall indicate the pay periods, rate of overtime, and the number of overtime hours.

25.04 Acting Pay

When an employee is required by the Employer in writing to perform the duties of a higher classification level on an acting basis, they shall be paid acting pay calculated from the date on which the employee commenced to act, at a rate of fifteen percent (15%) over their current classification level.

25.05 Salary Increases

(1) The Employer shall make every effort to pay any negotiated salary increases to every employee not later than the pay period following the pay period in which this Agreement is signed but in any event any such increase shall be paid not later than two pay periods following the pay period in which the Agreement is signed.

- (2) The Employer agrees to pay all retroactive remuneration for salary increases, overtime, acting pay, and allowances not later than two (2) months following the month in which the Agreement was signed.

ARTICLE 26 **REPORTING PAY**

- 26.01 (1) If an employee reports to work on their regularly scheduled shift and there is insufficient work available they are entitled to four (4) hours of work. When no work is available, they shall receive compensation to four (4) hours pay at the straight time rate.
- (2) If an employee is directed to report for work on a day of rest or on a designated paid holiday, and there is insufficient work available, they shall be entitled to four (4) hours of work at the appropriate overtime rate. When no work is available, they shall receive compensation to four (4) hours' pay at the appropriate overtime rate.
- (3) If an employee is directed to report for work outside of their regularly scheduled hours, they shall be paid the greater of:
- (a) compensation at the appropriate overtime rate; or
 - (b) compensation equivalent to four (4) hours pay at the straight time rate.

ARTICLE 27 **CALL-BACK PAY**

- 27.01 When an employee is recalled to a place of work for a specific duty, they shall be paid the greater of:
- (a) compensation at the appropriate overtime rate; or
 - (b) compensation equivalent to four (4) hours' pay at the straight-time rate.
- 27.02 For the purpose of call back the principles of Clause 24.04(1)(a) shall apply.
- 27.03 When an employee is recalled to work after 1:00 am, the employee shall have the option to use two or four hours of the four hours paid as per 27.01(b) to make up for sleep that was lost due to the call back.

ARTICLE 28
TECHNOLOGICAL CHANGE

28.01 Technological Change

- (1) Both parties recognize the overall advantages of technological change. Both parties will therefore encourage and promote technological change and improvements.
- (2) With this in view, and recognizing the extensive lead time required for the selection, installation and providing of sophisticated equipment, the Employer agrees to provide as much advance notice as is practicable but not less than three (3) months' notice to the Union of any major technological change in equipment which would result in changes in the employment status or in this Agreement. In addition, the Employer agrees to consult with the Union with a view to resolving problems which may arise as a result of the introduction of such technological change.
- (3) In cases where employees may require retraining the Employer will make every reasonable effort to offer training courses.

ARTICLE 29
PAY FOR TRAVEL ON BEHALF OF EMPLOYER

29.01 Travel on Behalf of Employer

- (1) Where an employee is required to travel on behalf of the Employer, they shall be paid:
 - (a) when the travel occurs on a regular workday, as though they were at work for all hours traveled;
 - (b) when the travel occurs on a day of rest or designated paid holiday, at the applicable overtime rate for all hours traveled, with a minimum of four (4) hours pay at the straight time rate and a maximum of eight (8) hours at the applicable overtime rate.
- (2) For the purpose of this Article, hours traveled includes a one (1) hour check-in period at airports, as well as a one (1) hour check-out period at each overnight stop over and at the final destination.

Hours traveled also include time spent waiting for connecting flights, but are exclusive of overnight stop overs.

- (3) The Employer will make every reasonable effort to restrict travel outside of the employee's headquarters that requires absence from home beyond a period which includes two (2) weekends.
- (4) Where an employee is absent from home on a designated paid holiday or day of rest and does not work, they shall receive cash payment at time and one-half (1½) their rate of pay or be granted the equivalent leave with pay.
- (5) The above entitlements shall not apply to an apprentice or a non-certified housing maintenance technician while traveling to or from trades school on a day of rest or designated paid holiday or while in attendance at trades school.

ARTICLE 30 **STATEMENT OF DUTIES**

- 30.01 When an employee is first engaged the Employer shall, before the employee is assigned to that position, provide the employee with a written Statement of Duties of the position to which they are assigned.
- 30.02 Upon written request, an employee shall be entitled to a complete and current Statement of Duties and responsibilities of their position.

ARTICLE 31 **EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES**

31.01 Formal Review

- (1) When a formal review of an employee's performance is made, the employee concerned shall be given the opportunity to discuss and then sign the review form in question to indicate that its contents have been read and understood. The employee shall also be given the opportunity to provide written comments to be attached to their performance appraisal and may use the grievance procedure in ARTICLE 33 to correct any inaccuracies in their performance appraisal.
- (2) The formal review of an employee's performance shall also incorporate an opportunity for the employee to state their career development goals and that every effort be made to develop the

career potentials of each individual through In-Service training, Re-training, or any other facets of career development which may be available.

- 31.02 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 of, by the provision of a copy thereof at the time of filing or within a reasonable period thereafter.
- 31.03 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 has been recorded during this period.
- 31.04 Upon written request of an employee, the Personnel file of that employee shall be made available for examination by themselves or a representative of the Union at reasonable times in the presence of an authorized representative of the Authority.

ARTICLE 32 **CLASSIFICATION**

- 32.01 During the term of this Agreement, if a new or revised classification is implemented by the Employer, the Employer shall before applying the new or revised classification, negotiate with the Union the rates of pay and the rules affecting the pay of employees for the classification affected. If the parties fail to reach agreement within sixty (60) days from the date on which the Employer submits the new or revised classification 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.
- 32.02 Where an employee believes that they have been improperly classified with respect to their position or category, group and level, they shall discuss their classification with their immediate supervisor and, on request, be provided with a copy of their statement of duties before they file a grievance.

ARTICLE 33 **ADJUSTMENT OF DISPUTES**

- 33.01 (1) The Authority and the Union recognize that grievances may arise in each of the following circumstances:
- (a) by the interpretation or application of:
 - (i) a provision of a regulation, direction or other instrument made or issued by the Authority dealing with terms or conditions of employment; or
 - (ii) a provision of this Collective Agreement; and
 - (b) disciplinary action resulting in demotion, suspension, or a financial penalty;
 - (c) dismissal from the Authority; and
 - (d) letters of discipline placed on personnel file.
- (2) The procedure for the final resolution of all grievances is to arbitration.
- 33.02 If they so desire, an employee may be assisted and represented by the Union when presenting a grievance at any level.
- 33.03 An employee or the Union who wishes to present a grievance at any prescribed level in the grievance procedure, shall transmit this grievance to the Manager who shall forthwith:
- (a) forward the grievance to the representative of the Authority authorized to deal with grievances at the appropriate level; and
 - (b) provide the employee and the Union with a receipt stating the date on which the grievance was received by them.
- 33.04 A grievance of an employee or the Union shall not be deemed to be invalid by a reason only of the fact it is not in accordance with the form supplied by the Authority.
- 33.05 Except as otherwise provided in this Agreement a grievance shall be processed by recourse to the following steps:
- (1) First Level - Manager
 - (2) Second Level – Board of Directors
 - (3) Final Level – Arbitration
- 33.06 The Employer shall designate a representative at each level in the grievance procedure and shall inform each employee to whom the procedure applies of the name or title of the person so designated, together with the name or title and address of the immediate supervisor or local officer-in-charge to whom a grievance is to be presented. This information shall be communicated to employees by means of notices

posted by the Employer in places where such notices are most likely to come to the attention of the employees to whom the grievance procedure applies, or otherwise as determined by agreement between the Authority and the Union.

- 33.07 The Union shall have the right to consult with the Manager with respect to a grievance at each or any level of the grievance procedure.
- 33.08 An employee may present a grievance to the first level of the procedure in the manner prescribed in Clause 33.05 within twenty-five (25) calendar days.
- 33.09 The Employer shall reply in writing to a grievance within seven (7) calendar days at level 1, within seven (7) calendar days at level 2.
- 33.10 An employee or the Union may present a grievance at each succeeding level in the grievance procedure beyond the first level:
- (a) where the decision or settlement is not satisfactory to the grievor, within fourteen (14) calendar days after that decision or settlement has been conveyed in writing to the grievor by the Authority; or
 - (b) where the Authority has not conveyed a decision to the griever within the time prescribed in Clause 33.09 within fourteen (14) calendar days after the day the reply was due.
- 33.11 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 copy of the Employer's decision at each level of the grievance procedure at the same time that the Employer's decision is conveyed to the employee.
- 33.12 No employee shall be dismissed without first being given notice in writing together with the reasons therefore. When the Employer dismisses an employee the grievance procedures shall apply except that the grievance may be presented at the Second Level.
- 33.13 The Union shall have the right to initiate and present a grievance on matters relating to health and safety to any level of management specified in the grievance procedure, on behalf of one or more members of the Union.
- 33.14 An employee shall have the right to present a grievance on matters relating to the application or interpretation of this Agreement provided they first obtain the authorization of the Union prior to presenting such grievance.
- 33.15 An employee may, by written notice to the Manager, withdraw a grievance provided that, where the grievance is one arising out of the application or

interpretation of this Agreement the employee's withdrawal has the endorsement, in writing, of the Union.

33.16 The Union shall have the right to initiate and present a grievance to any level of management specified in the grievance procedure related to the application or interpretation of this Agreement on behalf of one or more members of the Union.

33.17 The time limits stipulated in this procedure may be extended by mutual agreement between the Authority and the employee, and where appropriate, the Union representative.

33.18 No proceedings under this Article are invalid by reason of any defect of form or any technical irregularity.

33.19 Arbitration

Where a difference arises between the parties relating to the interpretation, application, or administration of this agreement, including any question as to whether a matter is arbitrable or where an allegation is made that a term or condition of this Agreement has been violated, either of the parties may, after exhausting the grievance procedure in this Article, notify the other part in writing of their desire to submit the difference or allegation to arbitration. This notification must be made within twenty-one (21) days of the receipt of the reply at the second level.

33.20 (1) The parties agree that arbitration referred to in 33.19 shall be by a single arbitrator.

(2) If an arbitrator selected is not available for a hearing date within thirty (30) days of the date on which notification by either party to submit the difference to arbitration was made, another name will be selected until an arbitrator is found to hear the parties within the above mentioned thirty (30) day period. Such time limit may be extended by mutual agreement.

(3) In the event that the Authority and the Union are unable to agree upon the selection of the Arbitrator, the Minister of Labour of Canada shall be requested to appoint an Arbitrator, and it is agreed that the Arbitrator so appointed shall act as the single Arbitrator.

33.21 (1) The arbitrator has all of the powers granted to arbitrators under the Canada Labour Code Part I in addition to any powers which are contained in this Agreement.

(2) The arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it.

- (3) The award of the Arbitrator shall be signed by the Arbitrator and copies thereof shall be transmitted to the parties to the dispute.
- 33.22 The Arbitrator shall not have the authority to alter or amend any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or to render any decision contrary to the terms and provision of this Agreement, or to increase or decrease wages.
- 33.23 The Authority and the Union shall each pay one-half of the remuneration and expenses of the arbitrator and each party shall bear its own expenses of every such arbitration.
- 33.24 Where a party has failed to comply with any of the terms of the decision of the arbitrator, either party or employee affected by the decision may, after the expiration of thirty (30) calendar days from the date of the release of the decision or the date provided in the decision for compliance, whichever is later, file in the office of Clerk of the Federal Court of Canada, a copy of the decision, exclusive of the reason therefore in the prescribed form, whereupon the decision may be entered in the same way as a judgment or an order of that court and may be enforceable as such.
- 33.25 Where an employee a grievance regarding dismissal the provisions of Clause 33.19 apply.
- 33.26 In addition to the powers granted to arbitrators under the Canada Labour Code the Arbitrator may determine that the employee has been dismissed for other than proper cause and the Arbitrator may:
- (a) direct the Employer to reinstate the employee and pay to the employee a sum equal to the employee's wages lost by reason of their dismissal, or such less sum as in the opinion of the Arbitrator is fair and reasonable; or
 - (b) make such order as the Arbitrator considers fair and reasonable having regard to the terms of this Agreement.

ARTICLE 34
NO CONTRACTING OUT

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

ARTICLE 35
SAFETY AND HEALTH

35.01 The Employer shall comply with all applicable federal, territorial, and municipal health and safety legislation and regulations. All standards established under the legislation and regulations shall constitute minimum acceptable practice.

35.02 Right to Refuse Dangerous Work

An employee shall have the right to refuse to work in situations of imminent or unusual danger.

- (1) An employee may refuse to do any particular act or series of acts at work which they have reasonable grounds to believe are dangerous to their health or safety or the health and safety of any other employee at the place of employment until sufficient steps have been taken to satisfy the employee otherwise or until the Chief Safety Officer or their representative has investigated the matter and advised the employee otherwise.

35.03 Adverse Weather Conditions

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

35.04 On the request of the employee with the consent of the Employer, the Employer will assign two employees to attend a worksite for reasons related to health and safety. Such requests shall not be unreasonably denied.

ARTICLE 36
DUTY TRAVEL

36.01 An employee who is authorized to travel on Authority business will be reimbursed for reasonable expenses incurred.

36.02 Entitlement

The Employer will provide for duty travel expenses in accordance with existing Federal Treasury Board rates, where applicable.

ARTICLE 37
SHORT TERM LEAVE FOR TRAINING PURPOSES

- 37.01 Leave without pay to take advanced or supplementary professional or technical training of less than one academic year may be granted to employees upon the recommendation of the Manager and with the approval of the Authority.
- 37.02 Such leave shall be based on an appraisal of the present and future job requirements and the qualifications of the employee applying therefore and shall be granted only to meet the identified needs:
- (1) Full or partial financial assistance in respect of salary, tuition, traveling and other expenses may be granted during such leave:
 - (a) where the employee has become technically obsolete and requires retraining to satisfactorily carry out the work; or
 - (b) where the courses are required to keep the employee abreast of new knowledge and techniques in their field of work; or
 - (c) where qualified persons cannot be recruited to carry out essential work and it is necessary to train present employees.
 - (2) Refund of tuition fees, in respect of courses may be made on receipt of evidence of successful completion, if the course is of value to the employee's work and does not require the employee to be absent from duties.
 - (3) Under this Article, leave with full or partial financial assistance in respect of salary will carry with it the obligation to return after leave to work for the Authority for a period equivalent to the leave.
- 37.03 Where a request for leave under Clause 37.01 and 37.02 has been submitted by an employee, the Authority shall, within sixty (60) calendar days from the date of the employee's submission, advise the employee whether their request has been approved or denied.

ARTICLE 38 **TRADES**

- 38.01 The provision of this Article shall apply to all the following positions:
- Journey-level Carpenter
 - Journey-level Housing Maintainer
 - Plumber/Gasfitter
 - Apprentice Housing Maintainer
 - Non-certified Trades Person

- Non-certified Housing Maintainer
- Casuals working in maintenance department only

The provisions of this Article shall not be extended to apply to other classes unless mutually agreeable to the Union and the Employer.

38.02 Trades Certification

Where an employee with a certificate of qualification in one trade performs work in a trade for which they do not possess a certificate, they shall advise the Employer. The Employer shall ensure that the work performed is inspected by a qualified tradesperson at the earliest possible date. The Employer will ensure that traditional job titles will be used properly reflecting the dignity and status of tradespersons; using the trade name in the position title to conform to the journey-level certification required. Employees who do not hold certificates of qualification in a trade area may perform work normally performed by qualified tradespersons provided no employee holding a certificate of qualification is on lay-off and such work is inspected by a qualified tradesperson.

38.03 Wash-up Time

Those employees whose positions are listed in section 39.01 shall be permitted wash-up time to a maximum of ten (10) minutes at the conclusion of each work day. In unusual circumstances this period may be extended by the Employee's supervisor to a maximum of fifteen (15) minutes.

38.04 Uniform Clothing Issue

- (1) The Employer will provide all maintenance personnel a maximum of six hundred (\$600.00) once each fiscal year for the purchase of protective clothing including coveralls, gloves and headgear. The employee must provide an original receipt to be eligible for reimbursement. For the purpose of this clause, protective clothing means any clothing, device or other article that is intended to be worn or used by a worker to prevent injury, to facilitate rescue or to offer protection against weather conditions.
- (2) Once per fiscal year, the Employer shall reimburse one hundred percent (100%) the cost of summer Canadian Standards Association safety footwear and one hundred percent (100%) the cost of winter Canadian Standards Association safety footwear for employees whose jobs require the wearing of safety footwear. The employees must produce a receipt of the purchase to be eligible for reimbursement.

- (3) This Clause shall only apply to employees who have successfully completed their probationary period.

38.05 Compensation for Tools and Equipment

Trade employees who are required to use personal tools in the course of their employment, shall after successful completion of their probation, receive an annual tool allowance to be paid within four (4) weeks of the start of the fiscal year. The employee, including an apprentice, when hired shall be responsible for providing their own tools as normally associated with the Trade. Annual Allowance amounts:

Journey-level tradesperson	\$400.00
Apprentice	\$300.00

ARTICLE 39
APPRENTICES

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

- (1) The Apprentices and Tradesmen Act and pursuant Regulations shall apply to all apprentices employed by the Authority. A copy of the current regulations shall be supplied to the apprentice on appointment.
- (2) The recognized Apprenticeship Training Programs shall be those listed in the "Apprentice Training Schedule" pursuant to the Apprentices and Tradesmen Act.
- (3) 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.
- (4) Apprentice rates will be based on a percentage of the appropriate journey-level tradesperson rate as follows:

Four Year Training Programs

Year 1 60%
Year 2 70%
Year 3 80%
Year 4 90%

Three Year Training Programs

Year 1 70%
Year 2 80%
Year 3 90%

Two Year Training Programs

Year 1 80%

Year 2 90%

One Year Training Programs

Year 1 85%

- (5) Apprentices shall be entitled to the benefits and terms and conditions of employment outlined in the current Collective Agreement except where otherwise stated.
- (6) Where an Apprentice fails after two attempts to successfully complete a trade training course, a recommendation may be made to the Superintendent of Apprenticeship Training to cancel their contract and the Apprentice may be terminated.

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

Training

39.03 The employer shall provide First Aid training to all employees. Workplace Hazardous Material Information Sheet, Confined Space Training and Fall Protection Training will be provided when the training is required for their positions and/or Safety Regulations.

ARTICLE 40
SENIORITY

40.01 Seniority is defined as length of service with the employer and shall be applied on a bargaining unit wide basis. Seniority shall be a prime factor applied in determining preference for promotions, transfers, lay-off and recall.

40.02 A newly hired employee shall be on probation for a period defined in Clause 2.01(x). During the probation period, the employee shall be entitled to all rights and benefits of this agreement excluding seniority, except as otherwise provided. After completion of the probationary period, seniority shall be effective from the date of commencement of the probationary period.

- 40.03 The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. A copy of the seniority list shall be posted on all bulletin boards and sent to the Union and shall be kept up-to-date by the Employer.
- 40.04 Except as otherwise provided in this Agreement, seniority shall not accumulate during a leave of absence without pay and after six (6) months' lay-off.
- 40.05 An employee shall lose their seniority in the following circumstances:
- (a) if they are discharged for just cause and not reinstated;
 - (b) if they resign voluntarily;
 - (c) if they abandon their position;
 - (d) if they are on lay-off for more than one year;
 - (e) if, following lay-off, they fail to return to work within ten (10) working days of being recalled.

ARTICLE 41 **LONG SERVICE BONUS**

- 41.01 Upon the completion of twenty (20) years of continuous service with the employer and each subsequent 5 years, an employee shall be entitled to a long service bonus entitlement of five (5) days of vacation leave for the anniversary year.
- 41.02 Upon completion of twenty (20) years of continuous service with the Employer, an employee shall be entitled to an adjustment of three percent (3%) on the employee's regular rate of pay as of the next pay period.

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 for three (3) full working days on the Union notice board. An employee desiring a position must make application in writing to the Manager within four (4) working days of the first day of posting.
- 42.02 Seniority shall be the governing factor in determining promotions 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 training and trial

period of one (1) months duration. Should the Employer determine that the employee does not possess the ability during this period, the Employer shall return the employee to their former position. Such period may be extended for an additional period of thirty (30) days at the option of the Employer;

- (b) Within the training and trial period as specified in (a) above, the employee may notify the Employer of their desire to revert to their former position. The Employer shall facilitate this request within a reasonable period of time.

- 42.03 Where operational requirements permit, in filling job vacancies, including promotions, transfers, and new positions, the job shall be awarded within 15 working days of posting to the successful applicant.
- 42.04 No employee shall be transferred to another position within the bargaining unit without their consent.
- 42.05 No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is transferred to a position outside the bargaining unit, they shall retain their 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 their seniority accumulated up to the date of transfer outside the unit.
- 42.06 New employees shall not be hired when there are permanent employees on lay-off qualified to perform the job.

ARTICLE 43 **LAY-OFF AND RECALL**

- 43.01 Lay-offs shall be made on the basis of reverse order of seniority unless a senior employee does not possess the qualifications or skills to perform the normal requirements of the job.
- 43.02 The last employee laid off shall be the first recalled provided they are qualified to do the work and have not lost their seniority.
- 43.03 The Employer shall notify employees who are to be laid off one (1) month prior to the effective date of lay-off, or award pay in lieu thereof, and notify casual and probationary employees two (2) weeks prior to effective date of lay-off, or award pay in lieu thereof. Should a greater period of notice be required by legislation, such greater period of notice or pay in lieu thereof, shall be given.

- 43.04 A new employee will not be hired to fill the job of a laid-off employee provided the laid-off employee has not forfeited their seniority.
- 43.05 The Employer shall give notice of recall personally or by registered mail. Where notice of recall is given personally, the Employer shall deliver in duplicate a letter stating that the employee is recalled and the employee shall acknowledge receipt of notice by signing the duplicate copy of such letter. In this instance, notice of recall is deemed to be given when served. Where notice of recall is given by registered mail, notice is deemed to be given when the employee receives such letter or not later than three (3) days from the date of mailing.
- 43.06 The employee shall keep the Employer advised at all times of their current address. The employee shall return to work within ten (10) working days of receipt of notice of recall, unless under extenuating circumstances, they are unable to do so.
- 43.07 Prior to a lay-off the Employer will make every reasonable effort to offer retraining to an employee in order that their lay-off may be avoided.
- 43.08 The Authority agrees that there shall be no lay-off of any employee during the life of this Collective Agreement except for lay-off resulting from lack of work or lack of funding.
- 43.09 The Employer is not obligated to recall a casual employee to employment after they are laid off.
- 43.10 The Employer agrees to recall any apprentice when they have completed each level of their apprenticeship training program, subject to the provisions of Clause 39.01(6) and 39.02.

ARTICLE 44 **EMPLOYEE BENEFITS PLAN**

- 44.01 All employees shall contribute to the Employer provided Employee Benefit Plan as required by the terms of such plan. Such plan will provide the following benefits:

- Life Insurance
- Accident Insurance
- Disability Insurance (Long Term)
- Disability Insurance (Short Term)(Optional)
- Supplementary/Extended Health Care Insurance (Optional)
- Dental Care Insurance (Optional)
- Pension Plan

The Employer shall make such deductions pursuant to Clause 13.06.

ARTICLE 45
LABOUR/MANAGEMENT COMMITTEE

- 45.01 A Labour/Management Committee will be formed to consult on matters of mutual interest.
- 45.02 The Labour/Management Committee shall be comprised of not less than four (4) members of equal representation of Union and the Employer. Each party choosing their respective representatives.
- 45.03 The Committee will meet at any time at the request of either party, at a time and location mutually agreed to by both parties.

ARTICLE 46
CIVIL LIABILITY

- 46.01 If an action or proceeding is brought against any employee or former employee covered by this Agreement for an alleged tort committed by them 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 them shall advise the 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, any sums required to be paid by such an employee in connection with the settlement of any claim made against such an employee, and all legal fees provided the conduct of the employee which gave rise to the action did not constitute a gross disregard or neglect of their duty as an employee;
 - (c) upon the employee notifying the Employer in accordance with paragraph (a) above, the Employer and the employee shall forthwith meet and appoint counsel that is mutually agreeable to both parties. Should the parties be unable to agree on counsel that is satisfactory to both, then the Employer shall unilaterally appoint counsel. The employee agrees to cooperate fully with appointed counsel.

ARTICLE 47
SEVERANCE PAY

47.01 Lay-Off

An employee who has one year 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 for the first time following the signing of this Agreement, the amount of Severance Pay shall be two (2) weeks' pay for the first complete year of continuous employment, two (2) weeks' pay for the second complete year of continuous employment and one (1) week's pay for each succeeding complete year of continuous employment. The total amount of Severance Pay which may be paid under this Clause shall not exceed twenty-eight (28) weeks pay.

47.03 In the case of an employee who is laid off for a second or subsequent time following the signing of this Agreement the amount of Severance pay shall be two (2) weeks pay for the first complete year of continuous employment after re-engagement and one (1) week's pay for each succeeding complete year of continuous employment less any period in respect of which they were granted Severance Pay by the Employer from the previous lay-off but the total amount of Severance pay which may be paid under this Clause shall not exceed twenty-seven (27) weeks pay.

47.04 In no case shall a total in excess of twenty-eight (28) weeks Severance pay be paid, regardless of the number of times an employee is laid off.

47.05 Dismissal, Abandonment of Position

An employee who is dismissed for cause or who has been declared to have abandoned their position shall not be entitled to Severance Pay.

ARTICLE 48
SUSPENSION AND DISCIPLINE

48.01 No employee shall be subject to discharge or discipline except for just cause.

48.02 The value of progressive discipline with the aim of being corrective in application is recognized by both parties.

48.03 When an employee's unsatisfactory conduct, behavior or performance may be attributable to medical or personal problems, the Employer shall

encourage the employee to see professional advice and treatment before any disciplinary action is taken.

- 48.04 Discipline shall be applied uniformly in accordance with the Employer's Progressive Discipline Policy, and shall be appropriate to their cause.
- 48.05 When employees are to be suspended or discharged from duty, the Employer shall notify the employee in writing of the reasons for such suspension or discharge within twenty-four (24) hours of the suspension or discharge.
- 48.06 (a) When an employee is required to attend a meeting with the Employer or a representative of the Employer to deal with matters that may give rise to a suspension or discharge of that employee, the employee is entitled to have a representative of the Union attend the meeting. The Employer shall notify the employee of their right to have a representative of the Union in attendance prior to the meeting.
- (b) When an employee is 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 employee is entitled to have a representative of the Union attend the meeting. The Employer shall notify employees of their right to have a representative of the Union in attendance prior to the meeting.

ARTICLE 49 **HARASSMENT**

- 49.01 Every employee of Inuvik Housing Authority can be expected to be treated fairly in the work place in an environment free of discrimination and harassment. All complaints will be handled in an expedient and confidential manner.

ARTICLE 50 **SOCIAL JUSTICE FUND**

- 50.01 The Employer shall contribute one hundred twenty dollars (\$120) to the PSAC Social Justice Fund. Contributions to the Fund will be made April 1 each year and such contributions remitted to the PSAC National Office. Contributions to the Fund are to be utilized strictly for the purposes specified in the Letters Patent of the PSAC Social Justice Fund.

ARTICLE 51
RE-OPENER OF AGREEMENT AND MUTUAL DISCUSSIONS

51.01 Re-Opener of Agreement

This Agreement may be amended by mutual consent.

51.02 Mutual Discussions

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

ARTICLE 52
DURATION AND RENEWAL

52.01 The term of this Agreement shall be from October 1, 2022 to September 30, 2025.

52.02 Notwithstanding the preceding, the provisions of this Agreement, including the provisions for the adjustments of disputes in ARTICLE 33, shall remain in effect during the negotiations for its renewal and until a new Agreement becomes effective.

52.03 Within four (4) months preceding the termination of this Agreement, either party may, by written notice, require the other party to commence bargaining collectively with a view to the conclusion, renewal or revision of the Collective Agreement in accordance with Subsection 1 of Section 49 of the Canada Labour Code, Part I.

52.04 Where notice to commence collective bargaining has been given under clause 52.03, the Employer shall not without consent by or on behalf of the employees affected, increase or decrease salaries or alter any other term or condition of employment of employees in the Bargaining Unit which was in force on the day on which the notice was given until the requirements of Section 89 of the Canada Labour Code Part 1 have been met.

ARTICLE 53
RATES OF PAY

53.01 All rates of pay shown are in dollars per hour.

Effective October 1, 2022 (2.75%)

Administration Clerk, Maintenance Clerk, Utilities Clerk, TRO Clerk				
Level	1	2	3	4
	37.17	38.06	38.96	39.89
Tenant Relations Officer				
Level	1	2	3	4
	42.21	43.29	44.4	45.54
Journey-level Housing Maintainer				
Level	1	2	3	4
	40.26	41.28	42.35	43.43
Non-Certified Trades				
Level	1	2	3	4
	38.27	39.26	40.26	41.14
Plumber/Gasfitter				
Level	1	2	3	4
	46.3	47.48	48.69	49.95

Effective October 1, 2023 (2.00%)

Administration Clerk, Maintenance Clerk, Utilities Clerk, TRO Clerk				
Level	1	2	3	4
	37.91	38.82	39.74	40.69
Tenant Relations Officer				
Level	1	2	3	4
	43.05	44.16	45.29	46.45
Journey-level Housing Maintainer				
Level	1	2	3	4
	41.07	42.11	43.2	44.3
Non-Certified Trades				
Level	1	2	3	4
	39.04	40.05	41.07	41.84
Plumber/Gasfitter				
Level	1	2	3	4
	47.23	48.43	49.66	50.95
Cleaner				
Level	1			
	30.00			

Effective October 1, 2024 (1.75%)

Administration Clerk, Maintenance Clerk, Utilities Clerk, TRO Clerk				
Level	1	2	3	4
	38.57	39.5	40.44	41.4
Tenant Relations Officer				
Level	1	2	3	4
	43.8	44.93	46.08	47.26
Journey-level Housing Maintainer				
Level	1	2	3	4
	41.79	42.85	43.96	49.9
Non-Certified Trades				
Level	1	2	3	4
	39.72	40.75	41.79	42.57
Plumber/Gasfitter				
Level	1	2	3	4
	48.06	49.28	50.53	51.84
Cleaner				
Level	1			
	30.53			

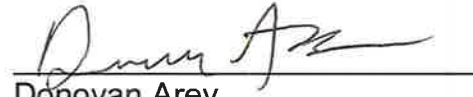
Signed this 17th day of October, 2023.

On behalf of Inuvik Housing Authority

On behalf of the Public Service Alliance of
Canada



Rory Voudrach
Housing Executive Manager



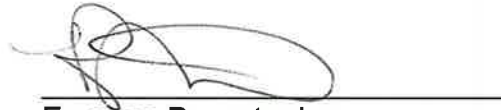
Donovan Arey
Member



Marie-Pier Leduc
Negotiator



Bryan Wood
Member



Frances Baroutoglou
Negotiator
Public Service Alliance of Canada



Josée-Anne Spirito
Regional Executive Vice President (North)
Public Service Alliance of Canada