

**COLLECTIVE AGREEMENT**

**BETWEEN**

**YELLOWKNIFE EDUCATION  
DISTRICT NO. 1**

**AND**

**UNITED STEEL, PAPER AND  
FORESTRY, RUBBER,  
MANUFACTURING, ENERGY,  
ALLIED INDUSTRIAL AND  
SERVICE WORKERS  
INTERNATIONAL UNION  
(UNITED STEELWORKERS)  
LOCAL 1-207**

**July 1, 2019 – June 30, 2022**

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## COLLECTIVE AGREEMENT

THIS AGREEMENT IS MADE THIS \_\_\_<sup>th</sup> DAY OF \_\_\_\_, 2020.

BETWEEN:

**YELLOWKNIFE EDUCATION DISTRICT NO.1  
(HEREINAFTER CALLED THE "BOARD")**

Party of the first part

AND

**UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED  
INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION  
(UNITED STEELWORKERS) LOCAL 1-207  
(HEREINAFTER CALLED THE "UNION")**

Party of the second part

### ARTICLE 1 - PURPOSE OF THE AGREEMENT

#### Definition

The term "dependent" as used herein shall include:

- (1) Spouse.
- (2) Unmarried dependent children under age 21.
- (3) Unmarried children over age 21, but not yet attained age 25, and in full-time attendance at a University or similar institution of learning.
- (4) Unmarried dependent children over age 21 who are mentally or physically disabled.

NOTE: In order to qualify as dependents, children must be considered dependents for income tax (whether or not the employee claims for them) and a resident of Canada.

For the purpose of group insurance the definition of dependent shall be limited to the definitions set forth by the insurance carriers in the policies subscribed to by the district.

"Child" means any child of the employee or his/her spouse, including any step child, adopted child or foster child.

"Spouse" includes common-law spouse. A common-law spouse is a person who has resided in the employee's household for twelve consecutive months and who throughout that time was publicly represented by the employee as the employee's spouse.

A 'summer student' is enrolled in a program of secondary or post-secondary education and is hired for any period during the months April through September to perform bargaining unit work under this collective agreement. The rate of pay shall be as per the applicable hourly rate for casual employees,

which includes four percent (4%) vacation pay. Summer students are not entitled to allowances and benefits.

A "Part-time employee" shall mean an employee regularly employed by the Board who provides service for less than the regular hours of work per week as established by the Board's policy. Part-time employees shall receive the salary and benefits stipulated in this Agreement on a prorated basis, according to the percentage of time worked.

A "Casual employee" shall mean an employee who is not regularly employed by the Board, but who provides service as required on a per-diem basis. The rate of pay as per Schedule A and Schedule B and Schedule C includes four percent (4%) vacation pay. Casual employees are not entitled to allowances and benefits.

Where applicable, casual assignments shall only be used to replace employees absent due to illness, injury, vacation, and approved leaves of absence of twelve [12] months or less. In the event the casual assignment exceeds twelve [12] months, allowances and benefits will be paid on a pro rata basis, according to the percentage of time worked beyond the twelve [12] months.

A casual employee shall be permitted to submit an application for a permanent full time or part time position when such a position becomes available. On acceptance of full or part time employment and the passing of the probationary period, a casual employee will be credited with seniority for time worked in the most recent period of casual service with the Employer.

A "Term Employee" is one that is hired on a contract with a start date and an end date. An employee hired on a term contract for less than one (1) year shall be eligible for the following provisions on a pro rata basis:

- (a) Sick Leave (Article 10.03)
- (b) Group Insurance (Article 15.01)
- (c) Transportation Allowance ( Article 19.01)

- 1.01 The parties of this agreement agree to promote harmonious relations and to settle conditions of employment between the Board and the Union, to promote cooperation and understanding between the Board and its staff, to recognize the mutual value of joint discussions and negotiations in matters pertaining to working conditions, hours of work and wage scales, to encourage efficiency in operation, and to promote the morale and well-being, safety, health and security of all the employees in the bargaining unit of the Union.

And whereas it is now thought desirable that the methods of bargaining and all matters pertaining to working conditions of the employees be drawn up on agreement as follows.

## **ARTICLE 2 - MANAGEMENT**

- 2.01 The Board shall have the right to control and supervise all operations and direct all working forces. Without limiting the generality of the foregoing, it shall be the sole and exclusive prerogative of the Board to hire, to lay off, to discharge, to terminate, suspend or discipline for just cause; to promote, to demote or transfer, and to control and promote efficiency in all operations. Provided, however, that in the exercise of the foregoing Management Rights the Board shall not contravene the provisions of this agreement and shall exercise the above rights in a fair and equitable manner.

### **ARTICLE 3 - UNION RECOGNITION**

- 3.01 The Board recognizes the Union as the sole and exclusive bargaining agent for those employees in the employ of the District No. 1, save and except those to the N.W.T.T.A. and all employees excluded by law including those in a confidential capacity.
- 3.02 Should a dispute arise concerning whether a particular person comes within the bargaining unit covered by this agreement, the matter may be submitted by either party to the Canada Industrial Relations Board for decision.
- 3.03 No employee within the bargaining unit shall be laid off as a result of the Board hiring additional staff to perform the same or similar duties.
- 3.04 Work of the type being performed by an employee of the bargaining unit shall continue to be performed by a member of the bargaining unit, provided that the job is still necessary. The Board may contract out work normally performed by members of the bargaining unit if the required type of personnel are not available within the bargaining unit or by normal hiring from outside but such contracting out will not affect the jobs presently held by bargaining unit employees.

In the event that the Union has concerns over the Board's decision to contract out work of the bargaining unit the Board agrees, upon the Union's request, to meet with the members of the Union executive to discuss the matter of the work being contracted out. Such meeting will be as expeditious as possible. The Board will give full consideration to any suggestions that the Union may have in respect to keeping the work within the bargaining unit.

- 3.05 Whenever a new regular, full-time, part-time, casual or temporary employee is hired, or an employee quits, is terminated, laid off or retires, the Unit Chair and Regional Representative of Local Union 1-207 as well as the servicing Staff Representative of the United Steelworkers will be notified electronically. A union representative will be invited to meet with the new employee following the documentation meeting.
- 3.06 If an employee is transferred to a supervisory position, he shall be excluded from the coverage of this agreement. Such an employee shall accumulate seniority for the period of the transfer provided that the total time of the transfer does not exceed a complete school year. In the event that he is relieved of or relinquishes his position within the said school year, he shall have the right to return to the bargaining unit and be credited with seniority which he had at the point of being transferred to the supervisory position providing the said employee has paid his regular monthly dues and assignments, if any. In addition, such notice of promotion and demotion shall be in writing to the Union.

### **ARTICLE 4 - COMMITTEES AND REPRESENTATIVES**

- 4.01 The union shall notify the Board, in writing, of the names of all local committee members and representatives when changes occur.
- 4.02 Committee members and/or representatives, who are required to conduct union business during the normal hours of work shall first receive permission from their immediate supervisor.
- 4.03 Union representatives, not in the employ of the Board, who wish to speak to members of the bargaining unit, shall advise the Superintendent or designate of this intent. The Superintendent or designate may contact the employee[s] so that they are able to confer privately and will not interfere with other members of staff. The union shall be notified electronically of all 'designate' assignments.

4.04 Union-Management Committee meetings shall be held a minimum of three [3] times per school year. The committee shall consist of two [2] representatives of the Union and two [2] representatives of the Employer.

(a) The Union recognizes the right and responsibility of the Board to formulate policy. The Board and the Union further recognize the advantages and acknowledge the mutual benefits to be derived from effective communications between employees and administrators.

(b) The Committee shall not deal with interpretation/grievance matters, nor discuss modification of the collective agreement or any other matter properly left to the normal collective bargaining process. No agreement, decision, or action of the committee shall be construed as an interpretation or modification of this agreement.

## **ARTICLE 5 - HOURS OF WORK**

### **5.01 Janitorial/Maintenance Employees**

The normal work week shall consist of five (5) consecutive days, eight (8) hours per day for a total of forty (40) hours per week as fixed by the Manager of Facilities & Maintenance.

### **5.02 Administrative Employees**

(a) The normal workweek for administrative employees shall consist of either five (5) consecutive seven (7) hour days, Monday to Friday, for a total of thirty-five (35) hours, or five (5) consecutive seven and one half (7.5) hour days, Monday to Friday, for a total of thirty-seven and one half (37.5) hours and each workday shall include, in addition to these hours, a one (1) hour unpaid lunch period.

(b) The hours of work each day shall be determined by the Principal in the case of schools and by the Director, Corporate Services for all others. Such hours shall be conditional upon employee selection, per (a) above.

5.03 The School Finance and Administrative Assistant's working year shall consist of those days considered "Sessional Days" as per the school calendar plus an additional three (3) weeks, to be determined by the Principal, during the summer school holidays. Teacher Conference and Professional Development Days shall be considered as sessional days.

Where a school Finance and Administrative Assistant works less than a full year, as defined by this article, the formula for calculating a school Finance and Administrative Assistant's salary entitlement for the remainder of a school year is as follows:

$$[(\text{Total \# of days worked in school year}) \div (\text{the \# of sessional days in the school year} + 15\text{days})] \times (\text{annual salary as per schedule A}).$$

5.04 An employee shall be allowed a rest period of fifteen (15) minutes in the morning and fifteen (15) minutes in the afternoon, which will be considered as time worked.

- 5.05 For work performed on Saturday and Sunday, a premium of seventy-five (75) cents per hour will apply for each hour worked by Janitorial/maintenance employees.
- 5.06 For all hours worked after 4:00 p.m., an afternoon premium of seventy-five (75) cents per hour will apply for each hour worked by Janitorial/maintenance employees.  
  
Afternoon premiums will be added into regular pay for affected employees as a regular premium. Employees who occasionally work after 4:00 p.m. shall complete a timesheet.
- 5.07 An employee, who has been hired for a specific term to replace a regular employee who has been granted leave of absence, shall not be deemed to have seniority for the purposes of appointments and promotions under Article "9" of the Collective Agreement until such time as the employee is hired to a Non-Term position. Upon being hired to a Non-Term position previous service will be counted for seniority purposes.
- 5.08 Except as specified in 5.07 above all provisions of the Collective Agreement shall apply to term employees.
- 5.09 Employees who are directed to change their regular shifts on an on-going basis will be given forty-eight (48) hours' notice prior to the change in shift happening. If the notice is not given, the employees will receive overtime for the first shift of that week. This provision does not apply to emergent situations.

**ARTICLE 6 - PAID HOLIDAYS**

6.01 All employees shall have the following holidays at their regular rate of pay:

New Years Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	National Aboriginal Day

and any special day proclaimed by the Government of Canada, the Government of the Northwest Territories, or the City of Yellowknife.

- 6.02 When a paid holiday occurs on a Saturday or Sunday, the holiday shall be observed on a working day or working days continuous with the weekend. Such days shall be determined by the Board.
- 6.03 In order to qualify for payment for the above holidays, the employee must have worked the regular day immediately preceding and immediately following the holiday, exceptions to this being an absence due to vacation, bereavement leave, illness, jury or witness duty, approved leave of absence, and lay-off not exceeding two (2) weeks prior to the holiday.

## **ARTICLE 7 - UNION DUES**

### **7.01 Membership**

The Board agrees that all employees covered under this Agreement, and all new employees hired subsequent to the effective date of this Agreement shall, as a condition of their hiring or continued employment:

- i) authorize the Board in writing on a form provided by the Union to deduct union dues from their pay; and
- ii) become members of the Union within thirty (30) days from their effective date of hire, and remain members of the Union in good standing; and
- iii) complete and sign a Union Death Benefit card provided by the Union to the Board for such purpose, which will be mailed to the servicing staff office with the Union portion of the Check-off Authorization.

### **7.02 Check-Off Process and Procedures**

- (a) The Board shall deduct from the pay of each member of the bargaining unit, an amount equivalent to the monthly dues, fees and assessments prescribed by the International Constitution of the United Steelworkers.
- (b) The Union will give reasonable notice to the Board of any changes in Union dues, fees or assessments which the Board is required to deduct. All changes will coincide with the beginning of the employee's next pay period.
- (c) No later than ten (10) days following the last dues deduction of the month, the dues so deducted shall be made payable and remitted to:

International Finance and Secretary-Treasurer  
United Steelworkers  
P.O. Box 9083,  
Commerce Court Postal Station,  
Toronto, ON Canada M5L 1K1.

- (d) The monthly remittance shall be accompanied by a completed USW R115 Form (a summary of the dues calculations made for the month, each month), as well as a statement showing the names of each employee from whose pay deductions have been made and the total deducted for the month. Such statements shall also list the names of the employees from whom no deductions have been made and the reason why, i.e. WSCC., W. I., laid off, etc.

A duplicate R115 Form and employee deduction statement as in (d) above shall be faxed to: USW Servicing Staff Office in Edmonton at (780) 486-1716. Their mailing address is 202, 4264 – 91 A Street, Edmonton, Alberta, T6E 5V2

The Board agrees to print the amount of total deductions paid by each employee for the previous calendar year on their annual statement of Remuneration (T4 slip).



- (e) The Union agrees to indemnify and save the Board harmless against all claims or other forms of liability that may arise out of, or by reason of deductions made or payments in accordance with this Article.

## **ARTICLE 8 - SENIORITY**

8.01 The parties recognize that job opportunities and security shall increase in proportion to the length of service. Therefore, in cases of vacancy, promotion, transfer, training, lay-off and recall after temporary lay-off, senior employees shall be entitled to preference within their classification.

8.02 Seniority shall be established after a probationary period of ninety (90) days worked and shall count from date of employment. Periods of casual employment shall not be used in determination of seniority, except as provided in Article 1.

Seniority shall be maintained and accumulated during:

- (i) Absence due to lay-off, sickness or accident;
- (ii) Authorized leave of absence.

8.03 Employees who are employed on a part-time basis shall be given credit for the time worked beginning on the date of hire. Part-time employees, after having worked ninety (90) days shall have completed their probationary period. Part-time employees' merit pay increases shall be applied in the same manner as regular employees providing they have worked sufficient time and will be in accordance to Schedule "A".

8.04 An employee shall lose his seniority standing for the following reasons, when or if:

- (i) the employee voluntarily terminates his employment
- (ii) the employee is discharged for just cause
- (iii) the employee fails to return to work following an authorized leave of absence without the approval of the Employer for extension of the leave
- (iv) the employee does not return to work from lay-off within fifteen (15) days of being notified
- (v) the employee is on lay-off due to lack of work for a period of more than six (6) consecutive months.

8.05 A seniority list, which shall include the names of all employees within the bargaining unit, shall be placed on a Board Office bulletin board during the month of December and June of each year. The Union shall be provided with one (1) copy.

In the event of a layoff, an employee with the required qualifications will have the right to bump or replace another employee in his/her own department who has less seniority.

- 8.06 In the event of layoff, every employee affected shall be given either two (2) weeks' notice in advance, or two (2) weeks' pay in lieu of notice, at the appropriate rate of pay. The Union shall be given advance notice of pending layoffs.
- 8.07 In the event of layoff, the Board will offer the option to employees to accept voluntary layoff. If insufficient employees accept the voluntary layoff then employees shall be laid off in reverse order of seniority to meet the balance of the requirement. Should more employees offer to accept voluntary layoff than are required, the offers available shall be granted in order of seniority. Employees who accept voluntary layoff shall be entitled to severance pay in accordance with Article 14.
- 8.08 The Board will provide as information to the Union copies of the job vacancies, successful applicants, a list of new permanent employees and part-time employees who have passed their probationary periods.

8.09 **Deferred Salary Leave Plan**

1. The Deferred Salary Leave Plan has been developed to afford an eligible full-time employee the opportunity to finance a one (1) year leave of absence without compensation by deferring portions of the employee's regular salary to finance the year of the leave. The Deferred Salary Leave Plan is referred to throughout this agreement as the "Plan".
2. The term of a leave of absence under the Plan shall be a twelve (12) month school year period. Under no circumstances shall any leave under the Plan exceed one (1) school year.
3. A full-time employee may be eligible to participate in the Plan, provided such employee has fulfilled all the conditions for any previously granted form of leave.
4. A maximum of two (2) employees per school year may access the program: One (1) maintenance or Janitorial employee and one (1) secretarial employee.

**Application and Notification**

5. An application by an eligible employee for the Plan shall be made in writing and must be submitted to the Superintendent of Education on or before January 15th of the school year preceding the school year in which the eligible employee wishes to enter the Plan. The eligible employee shall set out the enrolment date in the Plan, the intended year of absence and the reasons for the request.
6. If there are more applicants for the Plan than can be accommodated, the decision as to who should be recommended to the board shall be made by a committee to be called the Deferred Salary Leave Committee which shall be comprised of:
  - (a) one (1) representative of the Union;
  - (b) one (1) representative of the Board;
  - (c) the Superintendent of Education

The Deferred Salary Leave Committee shall establish priorities for the selection of applicants. The Deferred Salary Leave Committee shall forward a list of recommended applicants for the Board's approval.

7. The final approval of the application by an eligible employee shall rest solely with the Board. Upon approval by the Board, participation in the  
  
Plan will become effective on the first day of the following school year.
8. The Superintendent of Education shall by April 15th, preceding the school year in which the eligible employee wishes to enter the Plan, advise the employee in writing of the outcome of his application.
9. A Deferred Salary Leave Plan Agreement must be completed by the successful applicants prior to May 15 preceding the school year in which the eligible employee has been given approval to enter the Plan.
10. Failure to return the completed Agreement by the deadline outlined in Article 8.09.9 above constitutes withdrawal of application.

### **Deferred Salary Formula**

11. During each school year prior to the leave of absence year, the participating employee, for a maximum of six (6) school years, will receive his/her gross annual salary less the percentage of gross annual salary the eligible employee and the Board have agreed to defer in an executed agreement. This accumulated percentage of salary plus any interest earned less any deductions specified in Article 8.09.15 shall be retained for the employee by the deferred salary leave plan provider to finance the year of leave.
12. The minimum Deferred Salary Leave Plan shall be a three/four year Plan and the maximum will be six/seven year Plan. The possible combinations are:
  - (a) three (3) qualifying non-leave years followed by one (1) year of deferred leave (3/4) year plan)
  - (b) four (4) qualifying non-leave years followed by one (1) year of deferred leave (4/5 year plan)
  - (c) five (5) qualifying non-leave years followed by one (1) year of deferred leave (5/6 year plan)
  - (d) six (6) qualifying non-leave years followed by one (1) year of deferred leave (6/7 year plan)
13. The percentage of gross annual salary the participating employee and the Board have agreed to defer may be amended once per school year. Notice of such amendment must be given to the Superintendent thirty (30) days before the effective date of the amendment.
14. The percentage of gross annual salary to be deferred in each year shall not exceed thirty (30) percent.

### **Income Tax**

15. The amount of income tax to be deducted will be computed on the actual gross salary, (gross less deferred portion) received by the participating employee during each of the calendar years

he is enrolled in the Plan. This will be subject to the Board receiving a ruling to the satisfaction of its solicitor from Canada Revenue Agency (CRA) that the Plan contemplated hereby is not unlawful and is acceptable to (CRA). The participating employee is liable for the income tax payable on the deferred salary amount plus tax payable on any interest earned in the tax year in which it is received.

### **Administering the Deferred Salary**

16. The deferred salary amounts shall be placed in trust with the employee's name and shall be administered by the deferred salary leave plan provider.
17. In consideration of the administrative services performed by the Board, the participating employee shall indemnify and save the Board harmless against any expense, claim, or liability ensuing out of or resulting from such services.

### **Payment of Deferred Salary During Year of Leave**

18. The participating employee during the year of leave under the Plan shall not accumulate nor be entitled to the following:
  - (a) experience for salary increments, and
  - (b) statutory holidays, maternity, sick or any other leaves.

### **Benefits**

19. While a participating employee is enrolled in the Plan, any applicable group benefits computed with reference to salary shall be structured according to full grid salary.
20. The Board will continue paying its share of applicable group benefits for a participating employee during the non-leave school years of the Plan.
21. The Board will maintain applicable group benefit coverage for a participating employee during the year of leave under the Plan, provided such employee assumes the full responsibility of paying the total costs for said benefits save those required to be paid by the Board by law.
22. Housing allowance and transportation "travel assistance" allowance will not be paid to the participating employee during the year of leave.
23. Accommodation: approval of suitable arrangements for occupancy of said accommodation during the year of leave rests with the Board.

### **Withdrawal**

24. An employee who chooses to withdraw from the Plan will notify the Board in writing. An employee who chooses to withdraw from the Plan may be charged an administration fee of \$250.00, to be deducted from the employee's pay.
25. In the event that Article 8.09.24 is involved, the Board will notify the deferred salary leave plan provider of an employee's withdrawal from the Plan and arrange for a lump sum adjustment equal to the employee's deferred salary amount.

26. Should a participating employee die, the Board shall, within ninety (90) days of written notification of such death, arrange with the Plan provider for payment to the participating employee's estate, subject to the Board receiving necessary clearance and proofs normally required for payment to an estate.
27. On return from leave, effort will be made by the Superintendent of Education to return the employee to the same position vacated by that employee.
28. A participating employee on return to duty following the leave shall be reinstated at the previous classification and the applicable pay level which exists at the commencement of the current school year.

## **ARTICLE 9 - APPOINTMENTS AND PROMOTIONS**

- 9.01 The Board will ensure that when a position within the scope of the bargaining unit is created or becomes vacant and is required to be filled, it will be posted on school or central shop bulletin boards for a period of not less than one (1) week. Failure to post will result in the competition being re-posted and the deadline being extended for one (1) additional week.
- 9.02 Appointments and promotions shall be subject to a thirty (30) day trial period. If it is determined during the thirty (30) day trial period that the employee concerned does not wish to do the job or does not have the ability to do the job which the employee has been promoted to, the employee shall be reinstated to the job that he held immediately prior to the time of promotion.

### **9.03 Job Training**

The Education District shall do what is reasonably practical to increase the knowledge, training and skill of the employees, having due regard for their seniority, to enable them to apply for vacancies in higher or different job classifications. Employees who wish to access funding for professional development must apply to the Director of Corporate Services. Funds will be allocated from the annual budget amount upon approval by the Director.

- 9.04 An employee who is temporarily assigned to work in an occupational classification carrying a higher rate of pay than the occupational classification 16 which the employee normally performs, the employee will be paid at the step on the higher pay grid that results in a minimum of a five percent [5%] increase for the time worked at the higher-rated classification. Such assignments shall not exceed thirty [30] days except by mutual agreement of the Board and the Union.

### **9.05 Acting Lead Hand**

- a) A Lead Hand assignment shall be used for bargaining unit members required to fill vacancies created by supervisory/management absences of a short duration (ex. – short term sick leave - i.e. leave not entitled to LTD benefits), vacation, other leaves of absence of sixty working days or less]. The parties recognize that the Lead Hand assignment is a bargaining unit assignment and as such employees acting as Lead Hands will be able to perform bargaining unit work as required as well as limited supervisory duties. Such duties shall include:
  - (i) Carrying of the supervisor's phone and responding to calls;

- (ii) Developing and printing off work orders, prioritizing work orders and distributing work orders based on priority and need;
  - (iii) Calling in janitorial staff to cover off any janitorial absences that occur;
  - (iv) Regular maintenance duties as normally assigned;
  - (v) Assigning work to and administering work of maintenance and janitorial personnel.
- b) Bargaining unit members selected to be Lead Hands will be from the Department/Area where the supervisory vacancy occurs.
  - c) Lead Hand assignments shall be rotated equitably amongst qualified bargaining unit employees on a voluntary basis and the Employer will keep an accurate tracking of Lead Hand assignments for the purposes of determining the next employee to be offered a Lead Hand assignment. Should no employee volunteer for the Lead Hand assignment the Employer shall assign the work to the least senior qualified bargaining unit employee first and move up the seniority list for subsequent assignments.
  - d) Lead Hands will be required to perform a variety of tasks normally performed by the supervisor as mentioned in Section 1 however, Lead Hand's shall not be required to participate in the discipline or discharge of bargaining unit employees, or to hire or promote bargaining unit employees. Lead Hands will also not be responsible to approve employee holidays, lieu days or Leaves of Absences. These responsibilities will be left to the Board office to administer in the absence of the regular manager.
  - e) The rate of pay for the Lead Hand assignment will be in the form of a premium payment of three dollars (\$3.00) per hour added to the employee's regular hourly rate.

## **ARTICLE 10 - LEAVE OF ABSENCE**

### **10.01 Personal Leave**

- (a) An employee shall be allowed up to fifteen (15) working days leave of absence without pay for personal reasons if:
  - (i) the employee requests it in writing from the Board at least five (5) working days prior to the commencement of such leave, and
  - (ii) the leave is for good reasons and does not interfere unduly with the operations of the Education District.

In unexpected situations, leave may be granted through verbal notification from the Superintendent or the Director, Corporate Services.

- (b) Employees may apply for a one (1) year leave of absence without pay and benefits, subject to the following conditions:
  - (i) 120 days notice;

- (ii) A maximum of two (2) employees off at any one time: One (1) Janitorial/maintenance employee and one (1) secretarial employee;
- (iii) The replacement employee to be determined by the Employer and no bumping will be permitted.

#### 10.02 **Special Leave**

In the event of illness to a dependent of an employee when medical or dental service is required and the presence of the employee is required, the employee shall be granted nine (9) days per year may be used from sick leave entitlements, in accordance with the requirements of this clause to allow the immediate or emergency care of a dependent, or to provide time for the employee to make alternate care arrangements.

#### 10.03 **Sick Leave**

- (a) Sick leave is provided for the sole purpose of ensuring a continuous income to an employee during periods of illness.
- (b) Sick leave credits, which will provide leaves of absence with pay shall be accumulated at the rate of two (2) days for each month of service. Employees who work less than 100% shall earn sick leave pro-rated on their percentage of time.
- (c) Employees shall be entitled to accrue all sick leave earned up to a maximum of one hundred and twenty (120) days for future benefits. Employees hired before July 1, 2019 shall be entitled to fifty percent (50%) of accumulated sick leave credits on death or retirement.
- (d) The Board may require an employee, who claims that they have been absent because of sickness, to provide a certificate from a duly qualified medical practitioner, certifying that he was unable to perform duties due to illness, after four (4) or more consecutive days. In circumstances of frequent, regular, or 'pattern' absenteeism, management may request a medical note for all absences. Any costs for medical notes will be borne by the Employer.
- (e) An employee shall be eligible for sick leave from the onset of illness or disability. Sick leave credits will not extend beyond the date of eligibility for benefits under the Long-Term Disability Plan.
- (f) When an employee is eligible for long-term disability benefits, no further sick leave credits shall be earned. However, accumulated sick leave credits shall be retained.
- (g) Every effort shall be made to schedule medical appointments outside of regular hours of work and to minimize absences when necessary.

#### 10.04 **Compassionate Leave**

- (a) Leave necessitated by the critical illness or death of spouse, common law spouse, child, parent, brother, sister, parent of spouse, or other relative who is a member of the employee's household or person deemed to assume one of these roles, shall be granted with full salary and benefits by the Board as follows:

- (i) up to and including seven (7) days for critical illness
  - (ii) up to and including fourteen (14) days in case of combined illness and death.
  - (iii) up to and including four (4) unpaid days for the purpose of travel in the event of critical illness or death which will take an employee out of Yellowknife.
- (b) Before payment is made for leave under Article 10.04 (a) of this section, the Board may require a medical certificate stating the reason for the absence.
- (c) Leave up to and including seven (7) days necessitated by the death of grandparent, grandchild, brother-in-law, sister-in-law, shall be granted by the Board. Leave granted under this section shall be at full salary and benefits.

#### 10.05 **Union Business**

An employee who has been elected by the Union to attend Union Conventions, Union School or other business of the Union shall be granted leave of absence with pay for this purpose. The Board will invoice the Union in accordance with current practice for the daily cost of salary, benefits and allowances during the union business leave. The Union will inform the Board of the name(s) of the employee(s) and the days the employee(s) shall be absent. Such leave shall not exceed a maximum of twenty (20) working days in any one calendar year for all employees elected by the union. Union leaves may be denied in case of emergency. The Union agrees that no more than two (2) employees be absent at any one time.

#### 10.06 **Jury Duty**

The Board shall pay an employee who is required to serve as a juror, or attend as a court witness, at any case other than his own, the difference between his normal earnings and the pay he receives for jury duty or as a court witness. The employee shall present proof of service and the amount of remuneration received.

#### 10.07 **Maternity Leave**

- (a) A female employee shall be granted leave without pay or benefits consisting of a period not exceeding seventeen (17) weeks upon making application in writing, to the Board for leave under this subsection at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave and, providing the Board with a certificate from a qualified medical practitioner certifying that she is pregnant and specifying the estimated date of confinement.
- (b) The leave of absence without pay or benefits shall consist of seventeen (17) weeks, if confinement occurs on or before the date specified on the certificate, or the aggregate of seventeen (17) weeks and an additional period equal to the date specified in the medical certificate and the actual date of confinement if confinement occurs after the date specified in the medical certificate.
- (c) Maternity leave shall begin no earlier than eleven (11) weeks preceding the date specified in the medical certificate and end no later than seventeen (17) weeks following the actual date of confinement.



- (d) An employee shall not resume her employment with the Board until six (6) weeks after her date of confinement unless she provides the Board with a certificate from a qualified medical practitioner certifying that she is able to resume her employment.
- (e) An employee who resumes her employment on the expiration of leave granted to her in accordance with this section shall be reinstated by the Board in the position occupied by her at the time such leave commenced or in a comparable position with no less than the same wage and benefits and her employment after termination of such leave shall be deemed to be continuous with employment before commencement of such leave.
- (f) The Board may grant maternity leave to any female employee to commence earlier than eleven (11) weeks before expected termination of her pregnancy and may grant maternity leave to a female employee in excess of seventeen (17) weeks limit provided in this section.

#### **10.08 Maternity Leave Top-Up Plan**

After completion of ten (10) months continuous employment, an employee who provides the Employer with proof that she has applied for and is in receipt of employment insurance benefits pursuant to Section 18, Employment Insurance Act shall be paid a maternity leave allowance in accordance with the following Maternity Leave Top-Up Plan.

- (a) In respect of the period of maternity leave, payments made according to the Maternity Leave Top-Up Plan will consist of the following:
  - (1) A total of seventeen (17) weeks of payments which will top up her employment insurance benefits to 85% of her weekly rate of basic pay.
  - (2) Benefits and allowances will be paid out for a period of seventeen (17) consecutive weeks from the date of confinement.
- (b) Except where personal health problems or relocation away from Yellowknife prohibit a return to work, failure of the employee to return to duty for a period of six (6) months, upon the expiry of such approved leave, will render the employee responsible for reimbursing the Board for any maternity leave allowance paid.
- (c) (for administrative staff) Maternity Leave Top-Up Plan shall not be paid during the summer break. The summer break shall not be considered as part of the total of seventeen (17) weeks for which the top up plan is paid.

#### **10.09 Leave for Other Reasons**

Any leave requested by an employee not falling under this section shall be considered by the Board.

#### **10.10 Paternity Leave and Parental Leave**

- (a) Paternity leave of three (3) days with salary and benefits shall be granted to a male employee who is not accessing EI parental leave on the event of the birth of his child. Such leave shall be taken within two (2) weeks of the date of such birth.

- (b) Adoption leave of three (3) days with salary and benefits shall be granted to an employee who is not accessing EI parental leave on the adoption of a child.
- (c) An employee who intends to request parental leave shall provide four (4) weeks notice to the employer.
- (d) Parental leave shall be without salary or benefits. However, an employee (except for a term employee of less than one (1) year) who completes ten (10) months of continuous employment and who provides the Board with proof that he/she has applied for and is eligible to receive employment insurance benefits shall be granted parental leave.
- (e) An employee on parental leave must give the Board at least sixty (60) days notice of his/her intended return to work or sixty (60) days notice from the day designated as the last day of the academic year. If notice is not received, the employee's employment will be deemed to be terminated.
- (f) Employees have a right to return to the same position as previously held upon conclusion of the sixty-three (63) weeks parental leave should the position not exist upon the employee's return the employee shall be placed in a position in the same classification with a minimum of the same hours.
- (g) Parental leave will not be counted for the granting of experience increments, but will not interrupt continuous service.
- (h) Parental leave will be taken within the first seventy-eight (78) weeks after the birth or adoption of a child.
- (i) In the case where an employee has taken maternity leave and parental leave, the total combined maternity and parental leave cannot seventy-eight (78) weeks.

- 10.11 An employee may make arrangements with the Board for provision of benefits (where carrier permits) during leave that would normally be granted without salary and benefits. The employee shall pay the Board the costs of these benefits.
- 10.12 The Employer will accommodate leaves for Domestic Violence via sick leave and leave for other reasons (10.09)

## **ARTICLE 11 - VACATION WITH PAY**

- 11.01 (a) Employees, other than school secretaries, earn annual vacation days from date of hire according to the following schedule, travel days inclusive:
- 0 - 1 year – 1.25 days per month of service (prorated to fteq) to a maximum of 15 days per year
  - 1 year but less than 5 years - 24 days per year
  - 5 years and over - 29 days per year

- (b) Vacation shall be further lengthened by one (1) work day where a paid holiday occurs during that period of a vacation.
- (c) The annual vacation for administrative staff cannot take place in what is deemed the Finance and Administrative Assistant's working year, as defined in Article 5.03, except for one (1) week for those administrative staff with five (5) years but less than fifteen (15) years of service, or eight (8) days for those secretaries with fifteen (15) or more years of service.
- (d) Janitorial staff, whenever possible, will apply for their annual vacation to be taken during the school breaks (Christmas, Spring, Summer) as per the school calendar. Janitorial staff may request annual vacation at times other than the school breaks and those, subject to operational requirements, will not be denied.

11.02 Each employee shall submit their preferred vacation dates to the Board for approval, not less than thirty (30) days and not more than ninety (90) days prior to the commencement of the vacation. The Board will notify employees within two (2) weeks as to whether or not their preferred vacation time has been approved. This notification shall be the employee's leave application form signed by the immediate supervisor. Senior employees shall be given preference in scheduling vacations. In special circumstances, not annually an employee may request additional carryover.

Employees shall be allowed to carry over two (2) weeks' vacation entitlement for a one year period, non-cumulatively.

- 11.03 Vacation wages shall be paid at the standard rate of pay that the employee would earn in their regular job.
- 11.04 Maintenance Dept. employees who use their vacation entitlements between the dates of October 1 and March 31 will be granted one (1) additional vacation day, to a maximum of four days, for each five (5) consecutive days of vacation taken during the period.

## **ARTICLE 12 - GRIEVANCE PROCEDURE**

- 12.01 The Board acknowledges the right of the Union to appoint or otherwise select a Grievance Committee of three (3) members, who shall be employees of the Board. The personnel of such Committee shall be communicated to the Board.
- 12.02 Should a dispute arise between the Board and any employee(s) regarding the interpretation, meaning, operation, or application of this Agreement, an earnest effort shall be made to settle the dispute in the following manner:

### **Step 1**

Any employee accompanied by their steward or a member of the Grievance Committee may, provided it is done within the first fourteen (14) days worked by such an employee immediately following the occurrences of the circumstances giving rise to the Grievance, attempt to settle the dispute with the employee's immediate supervisor.

## **Step 2**

Failing satisfactory settlement within five (5) days worked, after the dispute was submitted under Step 1, the employee(s) concerned, together with the Grievance Committee, and a representative of the Union, will submit to the Director of Corporate Services a written statement of the particulars of the complaint and the redress sought. The Director of Corporate Services shall declare a position and render decision within ten (10) working days after receipt of such notice.

## **Step 3**

Failing agreement being reached in Step 2, application shall be made to the Board of Education in writing through the Director of Corporate Services stating the grievance concerned and a hearing shall be granted to the grievance committee and the union representative not later than ten (10) days following receipt of the application.

## **Step 4**

Failing satisfactory settlement within five (5) working days after the dispute was first discussed with the Board, the union may advance the grievance to arbitration provided they notify the employer in writing thirty (30) calendar days from the employers Step 3 response.

- 12.03 Where a dispute between the Parties involving a question, application, interpretation, suspension or discharge occurs, such grievances are to be signed by two (2) unit officers or grievance committee members and shall be submitted at Step 2 of the grievance procedure.
- 12.04 Replies to grievances shall be in writing at all stages.
- 12.05 Grievances settled satisfactorily within the time allowed shall date from the time of the incident.
- 12.06 Employees who have not completed their probationary period shall not be eligible for redress through the grievance procedure in the event of discharge.
- 12.07 The Board will supply the necessary accommodation for the grievance meetings.
- 12.08 Should the employer or the union fail to state its answer or decision on a grievance at any stage within the time limits set out in this Article, or otherwise agreed upon, then the grievance shall be awarded to the other party.

## **ARTICLE 13 – ARBITRATION**

### **13.01 Selection of Arbitrator**

When either party requests that a grievance be submitted to arbitration the request shall be made in writing, and served upon the other party to the Agreement. The matter shall be referred to arbitration within fourteen (14) days. Arbitrators shall be appointed in rotation from the following list:

- Mark Asbell
- Bertha Greenstein

13.02 **Arbitration Procedure**

The Arbitrator may determine procedure, but shall give full opportunity to all parties to present evidence and make representations.

The arbitrator shall hear and determine the difference or allegation and render a decision.

13.03 **Decision of the Arbitrator**

The decision of the Arbitrator shall be final and binding to both parties, but in no event shall the Arbitrator have the power to alter, modify, or amend this Agreement in any respect.

13.04 **Expenses of the Arbitrator**

Each party shall pay one-half the fees and expenses of the arbitrator, and one-half the rental fees of a place to meet.

13.05 **Amending of Time Limits**

The time limits in both the grievance and arbitration procedure may be extended by consent of the parties of this agreement.

13.06 **Witnesses**

At any stage of the grievance or arbitration procedure the parties may have the assistance of the employee(s) concerned as witnesses, or other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the arbitrator to have access to any part of the Board's premises in order to view any working conditions which may be relevant to the settlement of the grievance.

**ARTICLE 14 - SEVERANCE PAY**

14.01 **Lay-off**

- (a) An employee who has one (1) year or more of continuous employment and who is laid off is entitled to be paid severance pay at the time of lay-off.
- (b) 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) weeks' 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-six (26) weeks' pay.

14.02 **Resignation**

An employee hired before July 1, 2019 who resigns after four (4) years of continuous service with the Board is entitled to be paid severance pay on resignation in accordance with the following formula:

- (i) Number of years of service x weekly rate of pay on resignation divided by two (2), to a maximum of nine (9) weeks' pay.
- (ii) Years of service with the Board of Secondary Education for Sir John Franklin High School employees will be deducted from the years of continuous service for the purposes of this calculation. (Termination benefits from the Government of the Northwest Territories have been paid to these employees for these years.)

14.03 **Retirement and Termination for Health Reasons – Only for employees hired before July 1, 2019**

- (a) This Clause shall apply to:
  - (i) **Employees hired before July 1, 2019** are retired from employment by the Board, or
  - (ii) **Employees hired before July 1, 2019** whose employment is terminated as a result of recommendations made that the employee was incapable of performing their duties because of chronically poor health, and
- b) When employment terminates for either of the reasons stated in (a) above, the employee shall be paid severance pay equal to the product obtained by multiplying the employees weekly rate of pay on termination of employment by the number of completed years of their continuous employment, to a maximum of eighteen (18) weeks less any period in respect of which the employee was granted severance pay, retiring leave, or a cash gratuity in lieu of retiring leave by the Board.

14.04 In the event the Employer makes the determination that an employee is incapable of performing the full scope of their duties because of chronically poor health and the employee would not be eligible for WSCC, Short Term or Long Term Disability benefits or accommodated work, the employee shall be paid severance pay equal to the product obtained by multiplying the employee's weekly rate of pay on termination of employment by the number of completed years of their continuous employment to a maximum of eighteen (18) weeks.

**14.05 Death**

If an employee dies, there shall be paid to their estate/beneficiary an amount equal to the product obtained by multiplying the employees weekly rate of pay immediately prior to death, by the number of completed years of service with the Board to a maximum of twelve (12) weeks regardless of any other benefit payable.

**ARTICLE 15 - HEALTH AND INSURANCE**

15.01 The Board shall make available and pay 100% of premiums for Long Term Disability Insurance, Life Insurance, Accidental Death and Dismemberment Insurance, Dental Insurance and Extended Health Care coverage. The insurance plans shall be administered in accordance with the policy with the insurance carrier.

- (a) Life and AD. & D. Insurance - 2 times annual salary to a maximum of \$300,000
- (b) L.T.D.I. - 75% of basic monthly earnings to a maximum of \$6,000 per month
- (c) Dental - based on the N.W.T. fee schedule:

- (i) Routine 100% reimbursement to a maximum of \$2,500 per person, per covered employee, per calendar year
  - (ii) Major 50% reimbursement to a maximum of \$2,500 per person, per covered employee, per calendar year
  - (d) Orthodontic 50% reimbursement to a lifetime maximum of \$4,000 per person, per insured employee.
  - (e) Extended Health Care
  - (f) Pay Direct Drug Card for generic brand drugs and a \$5.00 dispensing fee cap.
  - (g) Vision Care - \$600 maximum coverage in accordance with Plan administration. Note: Laser surgery is not covered.
  - (h) The Employer shall provide for each employee a Health Spending Account that adheres to Revenue Canada requirements. The Health Spending Account shall be \$800 per full-time employee and administered on a pro-rata basis for other employees. The account shall be used for the benefit of the eligible employee, the employee's spouse and his/her dependents.
- 15.02 Participation in the plans covered in Article 15.01 shall be a condition of employment for all employees covered by this Agreement.
- 15.03 When employees receive disability benefits under the plans in Article 15.01, no further salary, benefits or allowances shall be paid by the Board for the period of disability as per Article 10.03.
- 15.04 It is understood that payments made toward the aforementioned benefit plan shall permit the Board to retain and not pass on to employees any rebates of premiums otherwise required under the Employment Insurance Commission Regulations.
- 15.05 The Board shall continue to provide a voluntary pension plan under the terms and conditions of the present plan.

## **ARTICLE 16 - NO DISCRIMINATION**

- 16.01 The Board and the Union agree that there will be no discrimination, intimidation or coercion against any employee because of age, race, creed, colour, sex, national origin, physical/mental disability, sexual orientation, political beliefs, marital status or any other prohibited grounds or provisions recognized under the applicable Human Rights legislation.
- 16.02 The Board and the Union agree that there will be no discrimination in the hiring, training, upgrading, promotion, transfer, layoff, discharge, discipline or otherwise of employees because of age, race, creed, colour, sex, national origin, physical/mental disability, sexual orientation, political beliefs, marital status or any other prohibited grounds or provisions recognized under the applicable Human Rights legislation.
- 16.03 All terms using the male gender in this collective agreement refer to both male and female employees.

- 16.04 The Board and the Union recognize the right of employees to work in an environment free of harassment and discrimination. Board administrative procedures shall apply and operate independently of the collective agreement.

## **ARTICLE 17 - SAFETY AND HEALTH**

- 17.01 The Board and the Union mutually agree to secure workers from risks to their safety, health and welfare arising out of, or in connection with, activities in their workplaces.

### **Safety Meetings**

- 17.02 (a) The Union will be entitled to two (2) representatives on the Board's Occupational Health and Safety Committee, which shall meet at least once every three (3) months and may meet outside of the regularly scheduled meetings.
- (b) The Employer agrees to cover the costs of training for approved courses available in Yellowknife for members of the Occupational Health and Safety Committee. This provision shall cover regular wages and charges associated with training required by legislation.
- 17.03 The function of the Committee shall be to jointly consider, monitor, inspect, investigate and review health, safety and environmental conditions and practices; and make recommendations to the Board.
- 17.04 Minutes of such meetings shall be posted on the Union's bulletin board. No references to individual employees or to circumstances that could be associated with individual employees will be included in the posted minutes.

### **Right to Refuse Unsafe Work**

- 17.05 No employee shall be discharged, penalized, or disciplined for refusing to work on a job or in any work place, or to operate any equipment where he has grounds to believe it would be physically unsafe or unhealthy to do so, or where it would be contrary to the applicable federal, territorial, or municipal health and safety legislation or regulations.

There shall be no loss of pay or seniority during the period of refusal. No employee shall be ordered or permitted to work on a job or operate a piece of equipment where another worker has refused until the matter has been investigated by the Occupational Health and Safety Committee and the matter has been satisfactorily resolved.

### **Injury**

- 17.06 An employee who is injured in the execution of his duties and is required to leave for treatment or is sent home as a result of injury shall receive payment for the remainder of his work day or shift at his regular rate of pay without reduction of sick leave.
- 17.07 An employee who has incurred a compensable injury shall have pay and benefits maintained until the Workers' Compensation Board benefits come into effect.
- 17.08 Employees injured on the job shall be provided free transportation by the Board to the hospital.
- 17.09 The Board shall provide the Union with copies of all accident reports, and other health and safety records in the possession of the Board; insofar as its obligations under applicable privacy legislation are met.



### **Safety Equipment**

17.10 Where the nature of the work or working conditions so requires, the Board shall supply employees, at the Board's expense, with the necessary tools (excluding specialized trade tools), protective clothing, safety equipment, and supplies. The Board shall provide an annual work clothing allowance of up to \$400 (pro-rata basis) to janitorial employees during their first year of employment and an annual clothing allowance of \$400 for each subsequent year of service. The clothing allowance will be paid on January 31st of each year.

Maintenance employees shall be provided the following:

- Three (3) YK1 shirts, replaced as required
- For Employees required to work outdoors one (1) YK1 winter coat, replaced as required,
- Two (2) pairs of pants, replaced as required
- One (1) pair of safety boots, replaced as required,

### **Duty of Accommodation**

17.11 The Board and the Union will make every reasonable effort to accommodate injured workers or workers with disabilities with accommodated or modified duties provided that the duties meet the medical restrictions outlined by the employee's medical practitioner on approved medical assessment forms.

## **ARTICLE 18 - TRANSPORTATION DURING WORKING HOURS**

18.01 The Board shall provide transportation for an employee who is transferring from one job location to another providing such transfer does not occur at the beginning of a work day.

18.02 Where an employee is required to use their personal vehicle for work related purposes, the employee will be reimbursed in accordance with the employers private car kilometre rates.

## **ARTICLE 19 – TRANSPORTATION**

19.01 At the end of each school year, the employee shall be eligible to receive a Travel Assistance Allowance for the employee between Edmonton and Yellowknife. This Allowance will be based on the approved Canada Revenue Agency rate each year. This vacation travel allowance will be paid May 31st of each school year to current employees. This vacation travel allowance is pro-rated to FTE (full time equivalent) and the length of service for the current school year.

This transportation allowance will be paid in accordance with the following criteria:

- (a) The allowances will be paid based on the air fares and tariffs in effect at the time;

- (b) Employees shall be entitled to air passenger transportation allowances for a return trip on a pro-rated basis to length of employment. This benefit will be paid on May 31 of each year, or on termination of employment

#### 19.02 **Medical Travel**

The employee and the employee's dependents shall be eligible to receive reasonable and necessary airfare and hotel accommodation for a maximum of seven (7) nights for medical or dental treatment - maximum of one hundred-fifty dollars (\$150.00) per night for accommodation - provided:

- (i) The treatment is not available in Yellowknife.
- (ii) The treatment is accessed at the closest available destination.
- (iii) Payment is supported by a certificate from a qualified medical or dental practitioner stating
  - (a) that the treatment was non-elective, (b) that it was necessary for the health of the employee or employee's dependent, and (c) the required length of stay.
- (iv) The leave is pre-approved by the Superintendent.
- (v) District airfare booking codes are used.

#### **ARTICLE 20 – OVERTIME**

- 20.01 When an employee is directed to work beyond their regular hours of work, such hours shall be considered as overtime and shall be paid for at one and one-half (1½) times the employee's hourly rate.
- 20.02
  - (a) An employee who is directed to work on a paid holiday, shall be paid one and one-half (1½) times his hourly rate for the hours worked, plus pay for the holiday.
  - (b) An employee may elect to bank (and not be paid) for overtime hours worked to a maximum forty (40) hours, with the exception that an employee will be paid for any applicable shift premium associated with these overtime hours at the time worked, to a maximum of forty (40) hours. All other overtime worked shall be paid as earned. The employee may request in writing to have banked time paid out at any time. Once an employee has accumulated forty (40) hours in one work year, no more lieu time may be banked until July 1, the commencement of the next work year. This is not a rolling, refillable bank. Any overtime over this banked amount shall be paid out as earned. Any overtime remaining in the banked amount may be carried over to the next year at July 1. An employee may build the bank up to forty (40) hours ONCE in that year.
- 20.03 The employee's hourly rate for the purpose of calculating overtime shall be:
  - (a) Janitorial/Maintenance Staff: The employee's gross semi-monthly salary divided by 86.67.
  - (b) Administrative Employees: The employee's gross semi-monthly salary divided by 75.83 (for 7 hour workday staff) and 81.25 (for 7.5 hour workday a day staff).

- 20.04 It is understood that all overtime shall be on a voluntary basis except when overtime is necessary to maintain an efficient and effective operation. The Board shall distribute overtime as equitably as possible to those employees who are qualified for such work on the following basis:

Maintenance and Facilities: The Manager of Facilities & Maintenance shall be responsible for the distribution of overtime. Employees wishing to work overtime shall make their request known to the Manager in advance of the overtime to be worked.

Janitorial: The Manager of Facilities & Maintenance shall be responsible for the distribution of overtime. Employees wishing to work overtime shall make their request known to the Manager in advance of the overtime to be worked.

Where possible the overtime opportunity will be given to bargaining unit employees in the particular school/facility where the overtime is to occur. If no bargaining unit member that is assigned to that particular school or facility is wanting or available to work the overtime, then the overtime opportunity will be given out to other employee's that have expressed an interest in working overtime.

**Administrative Staff (Schools):**

Where practicable, overtime opportunities will be distributed by the Principal of the school where the overtime is to be worked.

- 20.05 Every employee who is called out (and not merely working extended hours) and required to work in an emergency outside his regular working hours shall be paid for a minimum of three (3) hours at overtime rates. Additional compensation at the overtime rate shall be paid if work required by the callout exceeds three (3) hours.
- 20.06 An employee who is directed to be on standby shall be paid fifteen (15) minutes pay for each hour he is required to be on standby.

**ARTICLE 21 - GENERAL**

- 21.01 The Board will provide the Union with a copy of those personnel directives and memos affecting employees who are members of the bargaining unit. A copy of all directives and memos shall be faxed to the USW staff office in Edmonton.  
Fax: 780-486-1716
- 21.02 When an employee is first engaged or when an employee is re-assigned to another position in the bargaining unit, the Board shall, before the employee is assigned to that position, provide the employee with a statement of duties of the position to which he is assigned.
- 21.03 Payment of Salary: Salaries shall be paid monthly. There will be an advance payment on the fifteenth (15th) of each month. This amount will be equivalent to one-half of net monthly pay and shall be deducted from the month-end pay. If the pay date falls on a Saturday, Sunday, or statutory holiday, payment will be made on the week day preceding the Saturday, Sunday, or holiday.
- 21.04 The Board will provide copies of the Collective Agreement to all employees and the Union.

21.05 (a) The Parties agree that they jointly share responsibility for the administration of this agreement. It is further agreed that all bargaining unit members are entitled to equity in its administration. In the event of an over- payment of sick leave credit, or vacation credit or vacation pay, the Employer shall:

- 1) Notify the employee of the over-payment, including the amount of overpayment and the period of time involved;
- 2) Require that the employee acknowledge this over-payment in writing, and acknowledge that recovery is to be made from current or future earnings, payable by the Employer.
- 3) Deduct from the employee's pay the amount(s) of the overpayment(s), to be applied over the same period of time as that in which the over-payment(s) occurred.

The Union shall advise the employee of the requirement of the recovery of any proven over-payment.

(b) In the event of an under-payment of sick leave credit, vacation credit or vacation pay, the Employee shall:

- 1) Notify the Employer of the under-payment, including the amount of under-payment and the period of time involved;
- 2) The under-payment shall be verified by the payroll Department;
- 3) Require that the Employer acknowledge this under-payment in writing, and acknowledge that recovery is to be made to current or future earnings, payable by the Employer.

## **ARTICLE 22 - SALARY RANGE**

22.01 The Board shall pay wages and salaries semi-monthly, in accordance with Schedule "A" of this Agreement.

22.02 Each employee who has shown adequate proficiency during the period under review, as determined by the immediate supervisor and the administrative supervisor, shall receive a "within classification rate of pay increase" (hereinafter called a "merit pay increase"). The term "administrative supervisor" shall apply as follows: For Janitorial/maintenance employees, the Manager, Facilities & Maintenance, Board office administration staff, the Director, Corporate Services; and for school administrative staff, the Principal.

22.03 The review dates for merit pay increases, for all employees coming within the scope of this Agreement, shall be the anniversary date of one (1) year, two (2) years, and three (3) years of service with the Education District.

22.04 Merit pay increases granted to an employee as per Clause 22.03 above shall be on the pay period nearest to the employee's date of employment until the maximum in the range of rates has been reached.

22.05 If the Employer elects to withhold a merit pay increase, it shall advise the employee, in writing, prior to the due date of the merit pay increase.

## **ARTICLE 23 – CLASSIFICATIONS**

- 23.01 The establishment and maintenance of a classification plan, which is to be applied to all employees of the Board within the scope of this Agreement, shall be the responsibility of the Board. However, positions whose duties and responsibilities are changed or modified may be reviewed by the Board or at the request of the Union.
- 23.02 Rates of pay for new classifications which come within the scope of this Agreement and are created during the term of this Agreement shall be negotiated with the Union. However, if a satisfactory conclusion to negotiations has not been reached within ten (10) working days of the date of notice by the Board to the Union of the creation of said classification, any vacancy in this classification can be posted according to the rate of pay set out by the Board.
- 23.03 If the vacancy is posted prior to the satisfactory conclusion of negotiations, the rate of pay for the position shall still be a matter of negotiation and if the parties agree to a rate which differs from the rate originally posted by the Board, the new rate shall be retroactive to the date of appointment of any employee to the new position.
- 23.04 Where an employee believes that the job description has been improperly classified with respect to position, pay range and step, the classification shall be discussed with the immediate supervisor. A copy of the job description will be provided for the purpose of grievance.

## **ARTICLE 24 - DURATION AND RENEWAL**

- 24.01 The duration of this Agreement shall be from July 1, 2019 and shall remain in effect until June 30, 2022 and, unless otherwise stipulated, the provisions of this Agreement shall become effective on the date this Agreement is ratified and shall remain in force after the expiry date until a new agreement has been ratified by the proper officials of the Board and the Union.

Ratification by both the Union and the Employer must occur within ten (10) working days of the conclusion of negotiations.

- 24.02 Either party may, by written notice, no more than ninety (90) calendar days prior to the expiry date of this agreement, require the other party to commence bargaining for the purpose of renewing or revising this agreement or entering into a new agreement.
- 24.03 Where notice to bargain has been given under Clause 24.02, the parties shall meet and commence to bargain collectively within forty (40) calendar days of such notice.

## **ARTICLE 25 - NO STRIKES OR LOCKOUTS**

- 25.01 The Board shall not cause or direct any lockout of employees during the life of this Agreement; and neither the Union or any representative thereof, nor any employees shall in any way authorize, encourage or participate in any strike, walkout, suspension of work, or slow down on the part of any employee or group of employees during the life of this Agreement.

IN WITNESS WHEREOF THE PARTIES HERETO have executed this Agreement

Signed this 9<sup>th</sup> day of March, 2020

For the Company

For the Union

Melissa Acuna-Lak

E. Cippit

[Signature]

John Stephenson

[Signature]

Stacey Scarf

[Signature]

Levia Kennedy

Leviason

[Signature]

[Signature]

## Schedule “A”

*Replace the following grids with the following adjustments:*

July 1, 2019 2.3% Then convert subsidies (11.04, 19.01, 24.01) to wage/salary grid

July 1, 2020 2.5%

July 1, 2021 wage re-opener based on ‘no less than applicable GNWT grant plus 0.2%’

*Wage re-opener Guidelines:*

- *The timeframe for the wage re-opener will follow the guidelines in the Canada Labour Code for notice to open negotiations (no more than 120 days prior to and no less than 60 days prior to the anniversary date of the collective agreement);*
- *Notice to open for the wage re-opener will be issued in writing to either party;*
- *The subject matter of the wage re-opener will be limited to the salary grid only;*
- *Should the GNWT grant not be available to YK1 and the USW or not determined by the date of the wage re-opener, the parties agree to waive the time limits of the wage re-opener and to enter into negotiations at the time in which the GNWT grant becomes available and known to the parties;*
- *Should the GNWT grant not be available at the time YK1 and the USW are in the legal open period to commence collective bargaining in 2022, the parties will discuss the process for negotiations going forward;*
- *It is agreed that should the GNWT grant become available after the period of the wage re-opener the mutually agreed wage re-opener based upon the grant amount (or percentage) will be applied retroactively to July 1, 2021.*

<b>USW Grids for July 1, 2019 to February 29, 2020</b>	<b>0-1</b>	<b>1-2</b>	<b>2-3</b>	<b>3-4</b>	<b>4-5</b>
Janitor	49,845.70	51,016.95	52,577.57	53,747.21	54,822.14
Head Janitor	53,528.71	54,698.34	56,258.93	57,426.93	58,575.49
Lead/Floater Janitor	56,740.43	57,980.24	59,634.47	60,872.55	62,090.01
Maintenance Personnel Operator	73,080.61	74,248.59	75,810.84	76,980.48	78,520.09
Maintenance Personnel Non-Operator	65,772.55	66,823.74	68,229.75	69,282.43	70,668.08
Building Systems Technician	78,196.25	79,445.99	81,117.60	82,369.12	84,016.50
School Administrative Assistant - 7 hours	51,196.01	52,365.65	53,926.25	55,095.89	56,197.82
School Administrative Assistant - 7.5 hours	54,852.87	56,106.05	57,778.13	59,031.31	60,211.95
School Finance and Administrative Assistant- 7 hours	56,911.42	58,084.36	59,643.30	60,812.95	61,978.56
School Finance and Administrative Assistant- 7.5 hours	60,976.52	62,233.25	63,903.54	65,156.74	66,405.61
School Finance Officer 7 hours	63,893.31	65,013.29	66,501.82	67,618.94	68,732.23
School Finance Officer 7.5 hours	68,457.11	69,657.09	71,251.95	72,448.86	73,641.68
<i>Grid to be used to calculate Retro pay July to Feb 2020</i>					
<i>VTA Retro to Salary in July to February 2020 (8)months</i>	733.33				
Casual Janitor hourly rate	23.96		Benefits paid:		
Casual Clerical hourly rate	28.13	Christmas Bonus paid Nov. 2019			500
<b>Rate of increase</b>	<b>2.30%</b>		Housing paid		4000

<b>USW Grids for March 1, 2020 to June 30, 2020</b>	<b>0-1</b>	<b>1-2</b>	<b>2-3</b>	<b>3-4</b>	<b>4-5</b>
Janitor	56,945.70	58,116.95	59,677.57	60,847.21	61,922.14
Head Janitor	60,628.71	61,798.34	63,358.93	64,526.93	65,675.49
Lead/Floater Janitor	63,840.43	65,080.24	66,734.47	67,972.55	69,190.01
Maintenance Personnel Operator	80,180.61	81,348.59	82,910.84	84,080.48	85,620.09
Maintenance Personnel Non-Operator	72,872.55	73,923.74	75,329.75	76,382.43	77,768.08
Building Systems Technician	85,296.25	86,545.99	88,217.60	89,469.12	91,116.50
School Administrative Assistant - 7 hours	58,296.01	59,465.65	61,026.25	62,195.89	63,297.82
School Administrative Assistant - 7.5 hours	61,952.87	63,206.05	64,878.13	66,131.31	67,311.95
School Finance and Administrative Assistant- 7 hours	64,011.42	65,184.36	66,743.30	67,912.95	69,078.56
School Finance and Administrative Assistant- 7.5 hours	68,076.52	69,333.25	71,003.54	72,256.74	73,505.61
School Finance Officer 7 hours	70,993.31	72,113.29	73,601.82	74,718.94	75,832.23
School Finance Officer 7.5 hours	75,557.11	76,757.09	78,351.95	79,548.86	80,741.68
<i>Christmas Bonus paid in November 2019</i>	500.00				
<i>VTA Retro to Salary in July to February 2020 (8)months</i>	733.33		Benefits added to Salary:		
Casual Janitor hourly rate	0.00		Housing		6000
Casual Clerical hourly rate	0.00		Christmas Bonus		0
<b>Rate of increase</b>	<b>2.30%</b>		VTA		1100
			<b>Total</b>		<b>7100</b>

<b>USW Grids for July 1, 2020 to June 30, 2021</b>	<b>0-1</b>	<b>1-2</b>	<b>2-3</b>	<b>3-4</b>	<b>4-5</b>
Janitor	58,881.85	60,082.38	61,682.01	62,880.89	63,982.70
Head Janitor	62,656.93	63,855.80	65,455.41	66,652.61	67,829.87
Lead/Floater Janitor	65,948.94	67,219.74	68,915.33	70,184.36	71,432.26
Maintenance Personnel Operator	82,697.62	83,894.81	85,496.11	86,694.99	88,273.10
Maintenance Personnel Non-Operator	75,206.87	76,284.33	77,725.49	78,804.49	80,224.78
Building Systems Technician	87,941.15	89,222.14	90,935.54	92,218.34	93,906.92
School Administrative Assistant - 7 hours	60,265.91	61,464.79	63,064.41	64,263.29	65,392.76
School Administrative Assistant - 7.5 hours	64,014.19	65,298.70	67,012.58	68,297.09	69,507.24
School Finance and Administrative Assistant- 7 hours	66,124.21	67,326.47	68,924.39	70,123.28	71,318.03
School Finance and Administrative Assistant- 7.5 hours	70,290.93	71,579.08	73,291.13	74,575.65	75,855.75
School Finance Officer 7 hours	73,280.64	74,428.62	75,954.37	77,099.41	78,240.54
School Finance Officer 7.5 hours	77,958.54	79,188.52	80,823.25	82,050.08	83,272.72
			Benefits added to Salary:		
Casual Janitor hourly rate	24.56		Housing		0
Casual Clerical hourly rate	28.83		Christmas Bonus		500
<b>Rate of increase</b>	<b>2.50%</b>		VTA		0
			<b>Total</b>		<b>500</b>

**USW Grids for July 1, 2021 to June 30, 2022**  
(to be determine GNWT increase plus 0.2%)



LETTER OF UNDERSTANDING

BETWEEN

YELLOWKNIFE EDUCATION DISTRICT NO. 1

AND

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED  
INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION  
(UNITED STEELWORKERS) LOCAL 8646

Pension Plan

The parties agree that contributions to the Northern Employee Benefit Service (NEBS) Defined Benefit Pension Plan will be made in keeping with the following formula:

- Employer – 8%
- Member – 8%
- To be adjusted from time to time by NEBS
- NEBS plan text shall be available to members
- The parties will determine the transition date and process to move to NEBS at the time of ratification of the collective agreement
- Senior employees will have the option to opt out of the NEBS plan and remain in the existing GWL plan. The age at which employees are considered to be Senior employee according to NEBS legislation is at the age of sixty-three (63) as at September 1, 2020.

In Witness hereof, the parties hereto execute this Letter of agreement this 9<sup>th</sup> day of March, 2020 A.D.

For the Company

For the Union



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