

**COLLECTIVE AGREEMENT**

**- between -**

**THE FORT PROVIDENCE HOUSING ASSOCIATION**

**- and -**

**THE PUBLIC SERVICE ALLIANCE OF CANADA  
(as represented by its component)**

**THE UNION OF NORTHERN WORKERS**

**FROM: April 01, 2008  
TO: March 31, 2011**

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

**Fort Providence Housing Association  
General Delivery  
Fort Providence, NT  
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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, to promote well-being and increase the productivity of the employees to the end that the Housing Association will be well and efficiently served. Accordingly, the parties are determined to establish, within the framework provided by law, an effective working relationship at all levels in which members of the Bargaining Unit are employed.

**ARTICLE 2 - INTERPRETATION AND DEFINITIONS**

- 2.01 For the purpose of this Agreement:
- (1) "Abandonment of position" - an employee will be deemed to have abandoned his position if he fails to report to work for seven (7) consecutive working days and does not notify the Employer of the reason for his absence.
  - (2) "Agreement" and "Collective Agreement" means this Collective Agreement.
  - (3) "Alliance" means the Public Service Alliance of Canada.
  - (4) "Allowance" means compensation payable to an employee in addition to the regular remuneration payable for the performance of the duties of his position.
  - (5) "Bargaining Unit" means all employees of the Fort Providence Housing Association except the Housing Association Manager and the Board of Directors.
  - (6) "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.
  - (7) "Compensatory Leave" means the equivalent leave with pay taken in lieu of cash payment.
  - (8) Continuous Employment and Service
    - (a) "Continuous Employment" and "Continuous Service" means uninterrupted employment with the Employer; and
    - (b) with reference to re-appointment of a lay-off, his employment in the position held by him at the time he was laid off, and his employment in the position to which he is appointed shall constitute continuous employment;
      - (i) where an employee other than a casual 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, his periods of employment for purposes of sick leave, vacation leave and vacation travel benefits shall be considered as continuous employment.
      - (ii) "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 his position other than by reason of his being on leave of absence.

- (10) "Demotion" means the appointment of an employee for reasons of misconduct, incompetence or incapacity, to another position for which the maximum pay is less than that of his former position.
- (11) "Dependant" means a person who is:
- (a) that employee's spouse (including common-law),
  - (b) child, including step-child and adopted child who
    - (i) is under nineteen (19) years of age and dependent upon him/her for support; or
    - (ii) being under twenty-five (25) years of age and dependent upon him/her by reason of full-time attendance at an educational institution; or
    - (iv) who is wholly dependent upon him/her for support by reason of mental or physical infirmity.
- (12) "Effects" include the furniture, household goods and equipment and personal effects of employees and their dependants at the time of their move but does not include all terrain vehicles, automobiles, boats, motorcycles, snowmobiles, or animals.
- (13) "Employee" means a person employed by the Employer on either a full-time or part-time (less than the standard day, week or month) basis, and who is a member of the Bargaining Unit as either:
- (a) a permanent employee - an employee employed in a permanent position;
  - (b) a casual employee - an employee employed for a period of less than six (6) months of work of a temporary nature; or
  - (c) a term employee - an employee employed for a specified term of not more than two (2) years.
- (14) "Employer" means the Fort Providence Housing Association.
- (15) "Fiscal Year" means the period of time from April 1, in one year to March 31, in the following year.
- (16) "Grievance" means a complaint in writing that an employee, group of employees, or the Union submits to the Employer, or that the Employer submits to the Union, to be processed through the grievance procedure.
- (17) "Holiday" means the twenty-four (24) hour period commencing at 12:01 A.M. of a day designated as a paid holiday in this Agreement.
- (18) "Lay-Off" means an employee whose position has been terminated due to lack of work or the discontinuation of a service or services. Such discontinuation of services may be due to the elimination of a program or because of lack of funding.
- (19) "Leave of Absence" means absence from duty with the Employer's permission.
- (20) "Manager" means the Housing Manager.
- (21) "Membership Fees" means the fees established pursuant to the By-Laws of the Union as the fees payable by the members of the Bargaining Unit, and shall not include any initiation fee, insurance premium, or any other levy.

- (22) "Overtime" means work performed by an employee in excess of or outside of his regularly scheduled hours of work. For part-time employees, overtime means all hours worked in excess of the regular hours of work for a full-time employee in the same position.
- (23) "Probation" means a period of six (6) months from the day upon which an employee is first appointed or a period of three (3) months after an employee has been transferred or promoted from within. If an employee does not successfully complete his probationary period on transfer or promotion the Employer shall appoint him to a position comparable to the one from which he was transferred or promoted.
- (24) "Promotion" means the appointment of an employee to a new position, the maximum rate of pay of which exceeds that of his former position by at least:
- (b) the minimum increment in the new position; or
  - (a) four (4) percent of the maximum rate of pay of the former position where the new position has only one rate of pay.
- (25) "Rates of Pay"
- (a) "weekly rate of pay" means an employee's annual salary divided by 52.176;
  - (b) "daily rate of pay" means an employee's weekly rate of pay divided by five (5);
  - (c) "hourly rate of pay" means an employee's daily rate of pay divided by his regularly scheduled daily hours of work, or where an employee is paid by the hour, the rate of pay established by the Employer for his part-time employment.
  - (d) "bi-weekly rate of pay" means an employee's annual salary divided by 26.088.
- (26) "Representative" means an employee who has been elected or appointed as a steward or who represents the Union at meetings with management and who is authorized to represent the Union.
- (27) "Seniority" means length of service with the Employer.
- (28) "Transfer" means the appointment of an employee to another position that does not constitute a promotion or demotion.
- (29) "Week" for the purposes of this Agreement shall be deemed to commence at 12:01 A.M. on Monday and terminate at midnight on Sunday.
- (30) "Union" means the Public Service Alliance of Canada as represented by its component the Union of Northern Workers.

## 2.02 Interpretation

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

## 2.03 Number and Gender

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

the fact or context requires this and with regard to the provisions of this agreement.

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

### **ARTICLE 3 - RECOGNITION**

- 3.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees in the bargaining unit in accordance with the certificate issued by the Canada Labour Relations Board on October 21, 1988.

- 3.02 The Employer agrees to inform prospective employees prior to their initial employment that the Fort Providence Housing Association is a Union shop.

- 3.03 Freedom from Discrimination

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

- 3.04 The Employer shall make every reasonable effort to find alternate employment within its employ for an employee who becomes unable to carry out his normal work functions as a result of a physical or mental disability arising as a result of his employment with the Employer.

#### Freedom From Sexual Harassment

- 3.05 "Sexual harassment" means any conduct, comment, gesture, or contact of a sexual nature
- (a) that is likely to cause offence or humiliation to any employee
  - (b) that might, on reasonable grounds, be perceived by that Employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.

- 3.06 Every employee is entitled to employment free of sexual harassment.

- 3.07 The Employer will make every reasonable effort to ensure that no Employee is subjected to sexual harassment.

#### Freedom from Workplace Violence

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

- 3.09 Every employee is entitled to employment free of workplace violence.

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

### **ARTICLE 4 - APPLICATION**

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

distribution of the Collective Agreement. 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 Northwest Territories Legislative Assembly renders null and void or alters any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement. When this occurs the Collective Agreement shall be re-opened upon the request of either party and negotiations shall commence with a view to finding an appropriate substitute for the annulled or altered provision.

#### **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 strike by any employee or employees during the term of this Collective Agreement.

6.02 No employee shall be required to cross any legal picket line at the premises of any other employer or to do any struck work.

#### **ARTICLE 7 - MANAGERIAL RESPONSIBILITIES**

7.01 Managerial responsibilities or decisions will be carried out or made in a manner that is just, reasonable and non-discriminatory.

7.02 The Union recognizes that it is the right of the Employer to exercise the regular and customary functions of Management and to direct its work force subject to the terms of this Agreement.

#### **ARTICLE 8 - EMPLOYER DIRECTIVES**

8.01 The Employer shall provide the Union with a copy of all personnel directives. Where the Employer proposes to issue a personnel directive which is intended to clarify the interpretation or application of the Collective Agreement, the Employer shall consult with the Union prior to issuing the directives.

#### **ARTICLE 9 - UNION ACCESS TO EMPLOYER PREMISES**

9.01 Upon reasonable notice the Employer will permit access to its work premises of an accredited representative of the Union.

#### **ARTICLE 10 - APPOINTMENT OF REPRESENTATIVES**

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

#### **ARTICLE 11 - TIME-OFF FOR UNION BUSINESS**

#### **11.01 Arbitration Hearings (Disputes)**

(1) The Employer will grant leave with pay to a reasonable number of employees

representing the Union before a conciliation or arbitration hearing.

(2) Employee called as a Witness

The Employer will grant leave with pay to an employee called as a witness before an Arbitration hearing and leave with pay to an employee called as a witness by the Union.

11.02 Arbitration Hearing (Grievance)

(1) The Employer will grant leave with pay to an employee who is a party to the grievance which is before an Arbitration Board to attend the Arbitration Hearing.

(2) Employee who acts as a Representative

The Employer will grant leave with pay to the representative of an employee who is a party to the grievance to attend the arbitration hearing.

(3) Employee called as a Witness

The Employer will grant leave with pay to a witness called by an employee who is a party to the grievance to attend the Arbitration Hearing.

11.03 Where an employee and his representative are involved in the process of his grievance, they shall be granted reasonable time off with pay.

11.04 Contract Negotiations Meetings

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.

11.05 Meetings Between Employee Organizations and Management

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

11.06 Employee Organization, Executive Council Meetings, Congress and Convention

Subject to operational requirements the Employer will grant reasonable leave without pay to a maximum of two (2) employees to attend executive council meetings and conventions of the Alliance, the Union of Northern Workers, the Canadian Labour Congress and the N.W.T. Federation of Labour. Leave for such purposes will not be unreasonably denied.

