

COLLECTIVE AGREEMENT

BETWEEN

PUBLIC SERVICE ALLIANCE OF CANADA

AS REPRESENTED BY

THE UNION OF NORTHERN WORKERS

AND

THE FORT SMITH HOUSING AUTHORITY

EFFECTIVE: APRIL 1, 2008  
EXPIRES: MARCH 31, 2011

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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 Employer will be well and efficiently served. Accordingly the parties are determined to establish, within the framework provided by law, an effective working relationship at all levels in which members of the bargaining unit are employed.

## **ARTICLE 2 - INTERPRETATION AND DEFINITIONS**

- 2.01 For the purpose of this Agreement:
- (a) "Alliance" means the Public Service Alliance of Canada.
  - (b) "Allowance" means compensation payable to an employee in addition to his regular remuneration payable for the performance of the duties of his position.
  - (c) "Bargaining Unit" means all employees of the Fort Smith Housing Association excluding the Manager.
  - (d) A "Casual Employee" means a person employed by the Employer for a period not to exceed four (4) months. If the casual employment exceeds four (4) months the employee shall be considered a term employee and shall be entitled to all the benefits of a term employee retroactive to the original date of hire.
  - (e) A "common-law spouse" relationship is said to exist when, for a continuous period of at least one year, an employee has lived with a person, publicly represented that person to be their spouse, and lives and intends to continue to live with that spouse as if that person were their spouse.
  - (f) "Continuous Employment" and "Continuous Service" means uninterrupted employment with the Employer; and 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.

- (g) "Day of Rest" in relation to an employee means a day (Saturday and Sunday) 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.
- (h) "Demotion" means the appointment of an employee for reasons of incompetence or misconduct, to a new position for which the maximum pay is less than that of his former position.
- (i) "Dependent" means a person who is the employee's spouse (including common-law), child, step-child, adopted child, foster child who is under twenty-one (21) years of age and dependent upon him for support or being twenty-one (21) years of age or more and dependent upon him by reason of mental or physical infirmity or any other relative of the employee's household who is wholly dependent upon him for support by reason of mental or physical infirmity.
- (j) "Employee" means a member of the bargaining unit.
- (k) "Employer" means the Fort Smith Housing Association.
- (l) "Fiscal Year" means the period of time from April 1, in one year to March 31, in the following year.
- (m) "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.
- (n) "Holiday" means the twenty-four (24) hour period commencing at 12:01 A.M. at the beginning of a Designated Paid Holiday specified in Article 16 of this Agreement.
- (o) "Lay-Off" means an employee whose employment has been terminated because of lack of work or lack of funding.
- (p) "Leave of Absence" means absence from duty with the Employer's permission.
- (q) "Lieu Time" means that equivalent leave with pay taken in lieu of a cash payment.

- (r) "Manager" means the Manager of the Employer.
- (s) "May" shall be regarded as permissive and "Shall" and "Will" as imperative;
- (t) "Membership Fees" means the fees established pursuant to the By-Laws of the Union as the fees payable by the members of the Bargaining Unit, and shall not include any initiation fee, insurance premium, or special levy;
- (u) "Overtime" means work performed by an employee in excess of his/her regularly scheduled hours of work. For part-time employees, overtime means all hours worked in excess of the regular hours of work per day for a full-time employee in the same position.
- (v) "Part-time employee" means an employee who works less than the number of regular hours of work per day, week or month worked by a full-time employee. Part time employees shall be entitled to all benefits for which they are eligible, on a prorated basis.
- (x) "Probation" means a period of nine (9) months from the day upon which an employee is first appointed to the Employer, or a period of six (6) months after an employee has been transferred or promoted from within.
- (y) "Representative" means an employee who has been elected or appointed as an area steward or who represents the Union at meetings with management and who is authorized to represent the Union.
- (z) A "term employee" means an employee who is hired on a term basis with a definite completion date for a full time or a part time position;
- (aa) "Union" means the Public Service Alliance of Canada as represented by its component the Union of Northern Workers.
- (bb) "Week" for the purposes of this Agreement shall be deemed to commence at 12:01 A.M. on Sunday and terminate at midnight on Saturday.

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

- 2.03 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.

### **ARTICLE 3 - RECOGNITION**

- 3.01 The Employer recognizes the Union as the exclusive bargaining agent for all Employees of the Employer.

#### **Discrimination**

- 3.02 The Employer, the Union, and the employees agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee by reason of race, colour, ancestry, nationality, ethnic origin, place of origin, creed, religion, age, disability, sex, sexual orientation, gender identity, marital status, family status, family affiliation, political belief, political association, social condition, conviction for which a pardon has been granted, union membership or activity, or for exercising their rights under this Agreement.
- 3.03 The Employer, the employees and the Union recognize the right of all persons employed by the Employer to work in an environment free from unwanted personal harassment, sexual harassment, abuse of authority or workplace violence and agree that any of the aforementioned actions will not be tolerated in the workplace.
- 3.04 The Employer will take such disciplinary measures, as the Employer deems appropriate, against any person under the Employer's direction who subjects any employee to personal harassment, sexual harassment, abuse of authority or workplace violence.
- 3.05 "Personal harassment" means any vexatious behaviour in the form of repeated and hostile or unwanted conduct, verbal comments, actions or gestures that affects an employee's dignity or psychological or physical integrity and that results in a harmful work environment for the employee by a person employed by the Employer that is directed at and is offensive to another person employed by the Employer which the first person knew or ought reasonably to have known would be unwelcome.
- 3.06 Abuse of authority means an individual's improper use of power and authority inherent in the position held, by means of intimidation, threats, blackmail or coercion. This comprises actions which endanger an employee's job, undermine an employee's ability to perform the job or threatens the economic livelihood of an employee. However, it shall not

include the legitimate exercise of an individual's supervisory power or authority.

### Freedom from Sexual Harassment

- 3.07 "Sexual harassment" means any conduct, comment, gesture or contact of a sexual nature:
- (a) that is likely to cause offence or humiliation to any employee;
  - (b) that might, on reasonable grounds, be perceived by that employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.
- 3.08 Every employee is entitled to employment free of sexual harassment.
- 3.09 The Employer, the employees and the Union will make every reasonable effort to ensure that no employee is subjected to sexual harassment.
- 3.10 Complaints of sexual harassment may be brought to the attention of the Employer at any level of management appropriate to the circumstances. An employee may be assisted by the Union in making a complaint.
- 3.11 The Employer will not disclose the name of the complainant or the circumstances related to the complaint to any person except where disclosure is necessary for the purposes of investigating the complaint, taking disciplinary measures in relation thereto, or advising law enforcement officials as necessary.
- 3.12 The Employer shall issue a policy concerning sexual harassment which substantially conforms to the provisions of this Article. The Employer shall make each person under the Employer's direction aware of the policy concerning sexual harassment.

### Freedom from Workplace Violence

- 3.13 "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.
- 3.14 Every employee is entitled to employment free of workplace violence.
- 3.15 The Employer, the employees and the Union will make every reasonable effort to ensure that no employee is subjected to workplace violence.

- 3.16 No employee shall be required to perform work at any worksite under circumstances of workplace violence by third parties. The Employer shall take appropriate remedial measures in such situations.
- 3.17 Complaints of workplace violence may be brought to the attention of the Employer at any level of management appropriate to the circumstances. An employee may be assisted by the Union in making a complaint.
- 3.18 The Employer will not disclose the name of the complainant or the circumstances related to the complaint to any person except where disclosure is necessary for the purposes of investigating the complaint or taking disciplinary measures in relation thereto.
- 3.19 The Employer shall issue a policy concerning workplace violence which substantially conforms to the provisions of this article. The Employer shall make each person under the Employer's direction aware of the policy concerning workplace violence.

#### **ARTICLE 4 - APPLICATION**

- 4.01 The provisions of this Agreement apply to the Union, the employees and the Employer.

#### **ARTICLE 5 - FUTURE LEGISLATION**

- 5.01 In the event that any law passed by Parliament or the Government of the Northwest Territories, renders null or void or alters any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement. When this occurs the Collective Agreement shall be re-opened upon the request of either party and negotiations shall commence with a view to finding an appropriate substitute of equal value for the annulled or altered provision.

#### **CONFLICT OF PROVISIONS**

- 5.02 Where there is any conflict between the provisions of this agreement and any Employer policy dealing with terms and conditions of employment, the provisions of this agreement shall prevail.

#### **ARTICLE 6 - STRIKES AND LOCKOUTS**

- 6.01 During the term of this Collective Agreement, there shall be no lockout by

the Employer and no interruption or impeding of work, work stoppage, strike, sit-down, slow-down, or any other interference with production by any employee or employees.

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

- 7.01 (1) Management shall exercise its right in a manner that is fair, reasonable and consistent with the terms of this agreement.
- (2) Except to the extent provided in this agreement, this agreement in no way restricts the Employer in the management and direction of the Employer.

### **ARTICLE 8 - RESTRICTION ON OUTSIDE EMPLOYMENT**

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

### **ARTICLE 9 - EMPLOYER DIRECTIVES**

- 9.01 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 provide a copy of that directive to the Union prior to issuing the directives.

### **ARTICLE 10 - UNION ACCESS TO EMPLOYER PREMISES**

- 10.01 Upon reasonable notification the Employer shall permit access to its work premises of an accredited representative of the Union.

