

COLLECTIVE AGREEMENT

BETWEEN

THE YELLOWKNIFE HOUSING  
AUTHORITY  
(hereinafter referred to as  
the "Employer")

AND

THE PUBLIC SERVICE ALLIANCE  
OF CANADA

AS REPRESENTED BY ITS COMPONENT  
THE UNION OF NORTHERN  
WORKERS  
(hereinafter referred to as the "Union")

FROM: April 01, 2009  
TO: March 31, 2013

Union of Northern Workers'  
Suite 200, 5112-52nd Street  
Yellowknife, NWT  
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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 provide good quality service to the public housing tenants. They will do this by endeavouring to mutually promote the well being and increase the productivity of the employees. Accordingly the parties are determined to establish, within the framework of law and sound management, 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 Yellowknife Housing Authority, Yellowknife, NWT excluding, Chief Executive Officer, Controller, Personnel/Programs Manager, and Maintenance Manager, Clerk Typist /Confidential, casual employees, and those above.
- (d) "Chief Executive Officer" means the Chief Executive Officer of the Yellowknife Housing Authority.
- (e) "Casual Employee" means a person employed by the Employer for work of a temporary nature not to exceed a period of six (6) months.

- (f) 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 the person were their spouse.
- (g) "Continuous Employment" means uninterrupted employment with the Employer or its predecessor in accordance with Articles 13.01, 13.04 and 13.05.
- (h) "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.
- (i) "Demotion" means the appointment of an employee for reasons of misconduct, incompetence or incapacity, to a new position for which the maximum pay is less than that of his former position.
- (j) "Dependant" means a person residing with the employee who is the employee's spouse, (including common-law), child, foster child, step-child, adopted child who is of the legal age

or under and dependent of him for support or being over the legal age, is dependent upon him by reason of:

- (i) mental or physical infirmity or;
  - (ii) is in full-time attendance at a recognized institution of learning.
- (k) "Employee" means a member of the Bargaining Unit.
- (l) "Employer" means the Yellowknife Housing Authority.
- (m) "Fiscal Year" means the period of time from April 1 in one year to March 31, in the following year.
- (n) "Holiday" means the twenty-four (24) hour period commencing at 12 midnight at the beginning of a day designated as a paid holiday in this Agreement.

- (o) "Lay-Off" means an employee whose employment is terminated because of lack of work or because of the discontinuance or re-allocation of a function.
- (p) "Leave of Absence" means absence from duty with the Employer's permission.
- (q) "May" shall be regarded as permissive and "Shall" and "Will" as imperative.
- (r) "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, or insurance premium.
- (s) "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 per day for a full-time employee in the same position.
- (t) "Promotion" means appointment of an employee to a new position for which the maximum rate of pay exceeds that of his former position.

- (u) "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.
- (v) "Transfer" means the appointment of an employee to a new position, that does not constitute a promotion or demotion.
- (w) "Union" means the Public Service Alliance of Canada as represented by its component the Union of Northern Workers.
- (x) "Week" for the purposes of this Agreement shall be deemed to commence at 5:01 p.m. (1701) Friday and terminate at 5:00 p.m. (1700 hours) on Friday.

2.02 Except as otherwise defined in this agreement, expressions used in this Agreement:

- (a) if defined in the Northwest Territories Employment Standards Act or in the Regulations made thereunder have the same meaning as given to them in the NWT Employment Standards Act;
- (b) if defined in the Interpretation Act but not

defined in the Act mentioned in paragraph (a) have the same meaning as given to them in the Interpretation Act.

### **ARTICLE 3 - RECOGNITION**

- 3.01 The Employer recognizes the Union as the Exclusive Bargaining Agent for all employees in the Bargaining Unit.

#### **Freedom from Discrimination**

- 3.02 The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised 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.

### Freedom from Workplace Violence

- 3.03 “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.
- 3.04 Every employee is entitled to employment free of workplace violence.
- 3.05 The Employer, the employees, and the Union will make every reasonable effort to ensure that no employee is subjected to workplace violence.
- 3.06 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.
- 3.07 Complaints of workplace violence may be brought to the attention of the employee’s immediate supervisor. An employee may be assisted by the Union in making a complaint.

- 3.08 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.

#### **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 compared to the standard work week.
- 4.03 Feminine, masculine, singular and plural pronouns used in this Agreement shall be interchangeable in the interpretation of this Agreement except where specifically precluded by the context.
- 4.04 The Employer and the Union will share equally the costs associated with the printing and distribution of the Collective Agreement. The Union will facilitate said printing and distribution

subsequent to approval for printing by the Employer.

#### **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.

#### **Conflict of Provisions**

- 5.02 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 - MANAGERIAL RESPONSIBILITIES**

- 6.01 Except to the extent provided in this Agreement, this Agreement in no way restricts the Employer in the management and direction of the Yellowknife Housing Authority.

#### **ARTICLE 7 - LABOUR MANAGEMENT COMMITTEE**

- 7.01 A Labour/Management Committee will be formed to consult on matters of mutual interest. This Committee shall be comprised of equal representation of the Union and the Employer. Each party shall choose their respective representatives. The committee will meet at any time at the request of either party, but in any event will meet at least once every six (6) months.

#### **ARTICLE 8 - UNION ACCESS TO EMPLOYER PREMISES**

- 8.01 Upon reasonable notice, the Employer shall permit access to its work premises of an accredited representative of the Union.

**ARTICLE 9 - APPOINTMENT OF  
REPRESENTATIVES**

- 9.01 The Employer acknowledges the right of the Union to appoint employees as representatives. The Union will provide the Employer with the names of all representatives within a reasonable period.
- 9.02 The Union shall determine the jurisdiction of each representative, having regard to the grievance procedure covered by this Agreement.

**ARTICLE 10 - TIME-OFF FOR UNION BUSINESS**

**Negotiations**

- 10.01 (1) Contract Negotiations meetings may take place outside normal working hours. If it is agreed by both parties that negotiation meetings will be held during working hours two (2) employees shall be granted leave with pay.

- (2) Should conciliation meetings be required, the Employer shall grant leave with pay for two (2) employees to attend these meetings.

Grievance & Arbitration

- 10.02 The Employer shall grant leave with pay to an employee and his representative for the purpose of investigating and processing the employee's grievance.

Labour Management Meetings

- 10.03 The Employer shall grant leave with pay to two (2) Representatives to attend meetings with management on behalf of the Union.

Union Meetings

- 10.04 The Employer shall grant leave without pay, operations permitting, for up to two (2) Representatives to attend Union Executive Council meetings, conventions, training courses, and meetings of any other labour organization.

### **ARTICLE 11 – MEMBERSHIP FEES**

- 11.01 Effective the first of the month following the signing of this Agreement, the Employer will, as a condition of employment, deduct an amount equal to the amount of Membership Fees from the pay of all employees in the Bargaining Unit.
- 11.02 The Union shall inform the Employer in writing of the Membership Fees to be deducted for each employee within the Bargaining Unit.
- 11.03 For the purpose of applying Clause 11.01, deductions from pay for each employee will occur on a bi-weekly basis and will apply to the extent that earnings are available. Where an employee does not have sufficient earnings in respect of any bi-weekly period to permit deduction, the Employer shall not be obligated to make such deductions from subsequent salary.

- 11.04 From the date of signing and for the duration of this Agreement no employee organization, other than the Union, shall be permitted to have Membership Fees deducted by the Employer from the pay of the employees in the Bargaining Unit.
- 11.05 The amounts deducted in accordance with Clause 11.01 shall be remitted to the Comptroller of the Alliance by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on his behalf.
- 11.06 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except any claim or liability arising out of an error committed by the Employer.
- 11.07 The Employer agrees to identify annually on each employee's T-4 slip the total amount of Membership Fees deducted for the preceding year.

## **ARTICLE 12 - INFORMATION**

- 12.01 The Employer agrees to provide the Union on a monthly basis, with information concerning the identification of each member in the Bargaining Unit. This information shall include the name, address, job classification, rate of pay, social insurance number and employment status of all employees in the Bargaining Unit.

The Employer shall indicate which employees have been hired or have been terminated during the period reported.

- 12.02 The Employer shall provide each employee with a copy of the Collective Agreement.
- 12.03 The Employer agrees to provide each new member of the Bargaining Unit with a copy of the Collective Agreement upon his appointment.
- 12.04 When a new position is created which is considered by the Employer to be outside the scope of the Bargaining Unit, the Employer shall advise the Union of such position being created.

### **ARTICLE 13 - SENIORITY**

- 13.01 Seniority is defined as the length of service with the Employer, and shall be applied on a bargaining Unit wide basis.
- 13.02 An employee shall be considered to be on probation until he or she has worked six (6) months following the date of hire. If such employee continues in the employ of the Employer after the expiration of the probationary period, his or her length of service shall be computed from his or her date of hire. The termination of a probationary employee shall not be subject to grievance proceedings.
- 13.03 The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. The seniority list shall be kept up-to-date, a copy of which shall be posted on the bulletin board, and shall be sent to the union every six months.
- 13.04 (a) Seniority will not accrue but shall be maintained when an employee is absent from work for a period greater than ninety (90) days:

- (i) resulting from an occupational injury or illness covered by Workers' Compensation for a period equal to the employee's length of service with the Employer to a maximum of twelve (12) months;
- (ii) during a continuous absence from work for a period equal to the employee's length of service with the Employer to a maximum of six (6) months resulting from an injury or illness not covered by Workers' Compensation;

(b) Seniority accumulates when an employee is absent from work:

- (i) during any approved leave of absence, provided that if the leave of absence is for a period of time greater than thirty (30) days, the seniority will cease to accrue after thirty (30) days;
- (ii) during leave of absence for Union business;

- (iii) during a leave of absence of up to one (1) year for one employee elected or appointed as a full-time representative of the Union.

13.05 Seniority shall be lost when an employee:

- (a) voluntarily quits his employment with the Employer;
- (b) fails to report, except for legitimate reasons, for work without advising the Employer of the reason for his absence.
- (c) is discharged for cause;
- (d) fails to report to work after receiving notice of recall in accordance with Article 25.06;
- (e) overstays a leave of absence, except for legitimate reasons, granted by the Employer, without securing an extension of such leave;
- (f) has been laid-off for a period of six (6) months or longer.

**ARTICLE 14 - PROVISION OF BULLETIN BOARD  
SPACE AND OTHER FACILITIES**

- 14.01 The Employer shall provide bulletin board space in each location clearly identified for exclusive Union use.

**ARTICLE 15 - RECOGNIZED HOLIDAYS**

- 15.01 The following shall be recognized holidays:
- (a) New Year's Day;
  - (b) Good Friday;
  - (c) Easter Monday;
  - (d) the day fixed by proclamation of the Governor in Council for the celebration of the Birthday of the Sovereign;
  - (e) National Aboriginal Day
  - (f) Canada Day;
  - (g) The first Monday in August
  - (h) Labour Day

- (i) Thanksgiving Day
- (j) the day fixed by Order of the Commissioner as a general day of Thanksgiving;
- (l) Remembrance Day;
- (m) Christmas Day;
- (n) Boxing Day; and
- (o) one additional day when proclaimed by an Act of Parliament as a National Holiday.

15.02 An employee who is absent without pay on the working day immediately preceding and the working day following the statutory holiday, except with the approval of the Employer, shall not be paid for the recognized holiday.

15.03 When a recognized holiday falls on an employee's day of rest, the holiday will be observed on the first working day following his day of rest.

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

- 15.05 When a day designated as a holiday for an employee is moved to another day under the provisions of Clause 15.03:
- (a) work performed by an employee on the day from which the holiday was moved shall be considered as work performed on a day of rest and
  - (b) work performed by an employee on the day to which the holiday was moved shall be considered as work performed on a holiday.

**ARTICLE 16 - LEAVE - GENERAL**

- 16.01 During the month of May in each year, the Employer shall inform each employee of the balance of his sick leave credits and vacation leave credits as of the 31st day of March.
- 16.02 An employee may be granted leave of absence with or without pay as deemed appropriate by the Employer. Requests for a leave of absence should be made as far in advance as possible.
- 16.03 If, at the end of the fiscal year, an employee's entitlement to vacation leave with pay includes a fractional entitlement, that fraction of a day shall

be carried forward to the following fiscal year.

- 16.04 The Employer shall respond to any request for leave submitted by an employee as soon as possible after the request has been received.

### **ARTICLE 17 - VACATIONS**

#### **Accumulation of Vacation Leave**

- 17.01 (1) For each month of a fiscal year in which an employee receives ten (10) working days pay, he shall earn Vacation Leave at the following rates:
- (a) one and one-quarter ( $1\frac{1}{4}$ ) days each month until the month in which the anniversary of the second (2nd) year of continuous service is completed; thereafter,
  - (b) one and two-thirds ( $1\frac{2}{3}$ ) days each month commencing in the month after completion of two (2) years of continuous service.
  - (c) two and one-twelve ( $2\frac{1}{12}$ ) days each month commencing in the month after

completion of fifteen (15) years of continuous service.

- (d) two and one-half (2 ½) days each month commencing in the month after completion of twenty (20) years of continuous employment.

In this article, "working days pay" means a full 7 and ½ hour day at work, and includes paid vacation days and statutory holidays. "Working days pay" does not include periods on workers compensation, sick days, disability, and unpaid leaves.

#### Granting of Vacation Leave

- 17.02 (1) In granting vacation leave with pay to an employee, the Employer shall make every reasonable effort:
- (a) to schedule vacation leave for all employees to the extent that credits have been earned and to advance vacation leave credits to the end of the fiscal period.
  - (b) not to recall an employee to duty after he has proceeded on vacation leave;

- (c) to grant the employee vacation leave during the fiscal year in which it is earned at a time specified by him;
  - (d) to grant the employee vacation leave up to four (4) consecutive weeks depending upon his vacation entitlements when so requested by the employee;
  - (e) to grant employees their vacation leave preference and, where as between two (2) or more employees who express a preference for the same period of vacation leave, length of service with the Employer will prevail in the instance where employees perform identical duties.
- (2) The Employer shall reply to the request for vacation leave submitted by the employee as soon as possible after the request has been received. Where the Employer has proposed to change, reduce or deny the vacation leave requested by the employee, the Employer shall provide the employee with the reasons, in writing, for such change, reduction or denial of vacation leave.

- 17.03 Where, in respect of any period of vacation leave, an employee:
- (a) is granted special leave, when there is a death in his immediate family as defined in Clause 18.01; or
  - (b) is granted sick leave, on production of a medical certificate;

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

- 17.04 Employees are permitted to carry over vacation credits from one year to the next. However such carry over shall not exceed the vacation leave credits that can be earned in one (1) fiscal year. Vacation leave credits exceeding a one (1) year entitlement will be liquidated in cash in the month of May.
- 17.05 If a statutory holiday falls during an employee's vacation and if the employee would normally have been scheduled to work a regular shift on the holiday, he or she shall receive an extra day

of paid vacation or a paid day off at a mutually agreeable time prior to the employee's next annual vacation.

Vacation Travel Allowance

- 17.06 A Vacation Travel Allowance of \$2,500 annually will be paid to all full and part time employees, with six (6) month's continuous employment.
- 17.07 An employee receiving Vacation Transportation Allowance will be granted once in each fiscal year, travel time with pay in the amount of one (1) day's regular pay each way.
- 17.08 An employee who has requested and is granted annual vacation leave between October 1 and March 31 shall, in addition to his or her regular vacation leave entitlement, receive one (1) day of extra leave for each five (5) consecutive days of annual leave liquidated within the above period. No employee may receive more than four (4) extra vacation leave days in any one (1) fiscal year. Extra vacation leave days must be taken at the same time as annual vacation leave.
- 17.09 An employee shall not be granted annual vacation, travel time, extra vacation leave or

vacation transportation allowance during his or her first six (6) months of continuous employment.

Pay-out of Employee Vacation Leave on Termination or Death

- 17.10 The employee or his estate shall, in lieu of earned but unused vacation leave, be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave by the daily rate of pay applicable to the employee immediately prior to the termination of his employment. The Employer would retain the right to recover from the above amount any money owing to the Employer at termination.

**ARTICLE 18 - SPECIAL LEAVE**

- 18.01 In the case of a death in the immediate family an employee shall, if required, be given time off with pay up to a maximum of three (3) working days. Additional time with pay for up to two (2) days shall be granted if required for either travelling or where the employee is charged with the responsibilities of making funeral

arrangements. The term "immediate family" shall be interpreted to mean an employee's father, mother, brother, sister, spouse, common-law spouse, child, step-child, foster child, grandparent, grandchild, father-in-law, mother-in-law, and any relative permanently residing in the employee's household or with whom the employee permanently resides.

18.02 Should a holiday fall during a period of bereavement leave, the day shall be shown as holiday pay and will not extend the time of bereavement leave. Bereavement during a regular vacation period shall extend the vacation by the amount of days allowed for bereavement leave.

18.03 The Employer shall grant a leave of absence with pay for a period of up to one (1) day for:

- (a) the birth of the employee's child;
- (b) the adoption of a child by the employee;
- (c) when an employee is to be married.

18.04 When it is necessary for an employee to attend his doctor or dentist during working hours, he shall be granted leave with pay to a maximum of one (1) hour.

- 18.05 The Employer shall grant an employee up to eight (8) weeks of compassionate care leave without pay to allow for the employee to provide care for a critically ill member of the employee's immediate family, in accordance with the provisions of the Northwest Territories *Employment Standards Act*.

**ARTICLE 19 - SICKNESS BENEFITS**

- 19.01 Employees must report sickness to their supervisor as close to the commencement of their regular shift as possible. Failing to do so may disqualify an employee for any eligibility for sickness benefits.
- 19.02 An employee will earn three-quarters ( $\frac{3}{4}$ ) day of sick leave credits for each calendar month in which he receives at least ten (10) working days pay.
- In this article "working days pay" has the same meaning as in Article 17.
- 19.03 When an employee is absent from work due to sickness on a regular working day, he or she will receive a regular day's pay provided he or

she has sufficient accumulated sick leave credits. This day will be charged against accumulated sick leave credits.

- 19.04 An employee may be required at the discretion of the Employer to provide proof of illness to qualify for sickness benefits.

Advance of Credits

- 19.05 In circumstances where sick leave would be authorized, but the employee has insufficient or no sick leave credits, at the discretion of the Employer, he may be granted sick leave in advance to a limit of five (5) days.

**ARTICLE 20 - OTHER TYPES OF LEAVE**

Court Leave

- 20.01 Leave of absence with pay will be given to an employee who is required to serve on a jury or by subpoena or summons to attend as a witness in any court proceedings.

The Employer will pay the difference between an employee's regular pay and the amount of jury duty pay if the employee is receiving such payment.

Workers Compensation

- 20.02 (1) The Employer shall only pay an employee the balance of his days pay for the first day of an injury covered by the Workers' Safety and Compensation Commission.
- (2) While the parties are awaiting the decision of the Workers' Safety and Compensation Commission as to the compensability of an injury, sickness or exposure, the employee shall, upon his request, use his sick leave credits if he is unable to perform his duties because of:
- (a) personal injury accidental received in the performance of his duties and not caused by the employee's wilful misconduct; or
  - (b) sickness resulting from the nature of his employment; or
  - (c) over-exposure to radioactivity or other hazardous conditions in the course of his employment;

If the injury, sickness or exposure is not

compensable there shall be no return of the sick leave credits used by the employee. If the injury, sickness or exposure is compensable, the employee shall reimburse the Employer for the amount of sick leave pay received and the Employer shall credit the employee with the sick leave credits used.

Maternity Leave

- 20.03 (i) An employee who becomes pregnant shall notify the Employer at least fifteen (15) weeks prior to the expected date of delivery and shall be granted maternity leave without pay of seventeen (17) consecutive weeks commencing at any time during the seventeen (17) week period immediately preceding the estimated date of delivery.
- (ii) The Employer may: where maternity leave without pay is requested, require an employee to submit a medical certificate certifying pregnancy.
- (iii) An employee will continue to accumulate seniority while on maternity leave.

- (iv) Further, when a pregnant employee produces a statement from her physician that her working condition may be detrimental to her health or that of the fetus, the Employer will either change those working conditions where that is reasonable within his operational requirements or allow the employee to take leave of absence without pay for the duration of her pregnancy.
- (v) Further, when a nursing employee produces a statement from her physician, upon consultation with an occupational or environmental specialist where appropriate and at no cost to the employee, that her working conditions may be detrimental to her health or that of her nursing child, the Employer will either change those working conditions where that is reasonable within operational requirements or allow the employee to take leave without pay.

Parental Leave

20.04 Where the employee has provided written notice to the Employer at least four (4) weeks in advance, the employee shall be granted parental

leave without pay of thirty seven (37) consecutive weeks to care for the employee's newborn child or a child who the employee has recently adopted. Parental leave must be taken within the period commencing on the day of the birth of the employee's child or the day on which the employee's adopted child arrives at the employee's home, as the case may be, and ending one year after that day. An employee shall continue to accumulate seniority while on parental leave.

Combined Maternity and Parental Leave

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

Maximum Period of Maternity and Parental Leave

20.06 The maximum period of maternity and parental leave which may be taken is fifty two (52) weeks.

## **ARTICLE 21 - HOURS OF WORK**

- 21.01 The normal work week shall consist of Monday to Friday inclusive between the hours of 8:30 am to 5:00 pm for all staff. Such periods shall be inclusive of a one hour lunch break.
- 21.02 Employees shall be entitled to a rest period, with pay, of fifteen (15) minutes duration as follows:

For Administrative Office employees, the morning rest period will be scheduled to be either from 9:45 a.m. to 10:00 a.m. or from 10:00 a.m. to 10:15 a.m. for each employee. The afternoon rest period will be scheduled from either 2:45 p.m. to 3:00 p.m. or from 3:00 p.m. to 3:15 p.m. for each employee.

For Maintenance employees, the morning rest period will be scheduled from 10:00 a.m. to 10:15 a.m. and the afternoon rest period will be scheduled from 3:00 p.m. to 3:15 p.m.

Rest periods will be taken as scheduled except in case of emergency. An employee shall be absent from his or her assigned work location for no more than the time of his or her

scheduled rest period as set out above.

21.03 The Employer will make every reasonable effort:

- (a) not to schedule the commencement of a shift within eight (8) hours of the completion of the employee's previous shift.
- (b) to avoid excessive fluctuation in hours of work.

#### **ARTICLE 22 - OVERTIME**

22.01 Subject to Article 22.02, an employee who is requested to work overtime shall be entitled to the appropriate rate described below. Overtime work shall be compensated as follows:

- One and one-half (1½) times an employee's regular rate for all hours worked after a regular work day or on a Saturday.
- Two (2) times an employee's regular rate for hours worked after four (4) hours of overtime, or for hours worked on a Sunday or a Recognized Holiday.

- 22.02 An employee who is required to work overtime shall be paid overtime compensation for all overtime hours worked subject to a minimum payment of one (1) hour at the overtime rate.
- 22.03 In place of the overtime payments above, the Employer may grant equivalent leave with pay to be taken at a time mutually agreeable to the Employer and the employee.
- 22.04 When an employee has been recalled to work by the Employer and the recall was not scheduled in advance, the Employer shall pay to the employee the greater of:
- (a) compensation at the appropriate overtime rate; or
  - (b) compensation equivalent to four (4) hours pay at the regular rate of pay whether or not the employee is called upon to perform any work after reporting for work. If an employee is recalled to work more than once during the (4) hour period, these additional call outs will be considered part of the initial recall.

### **ARTICLE 23 - PAY**

- 23.01 Employees are entitled to be paid for services rendered for the classification and position to which they are appointed at the pay rates specified in the Appendices attached.
- 23.02 (a) Effective October 16, 1987, one (1) week of pay will be held back. The one (1) week holdback will be paid to an employee at the time of termination of employment.
- (b) Employees will be paid every second Thursday at the start of the employee's work day.
- (c) Where cheques are distributed to employees at their place of work, they shall first have been placed in sealed envelopes.

#### **Acting Pay**

- 23.03 (a) When an employee is required by the Employer to perform duties of a higher classification level on an acting basis, he shall be paid acting pay calculated from the

first day on which he commenced to act at a rate of fifteen percent (15%) over his regular rate.

- (b) In the absence of the Maintenance Manager, the Employer will make every effort to allocate acting appointments on an equitable basis among qualified available maintenance employees.

#### Pay Recovery

- 23.04 (a) Where an employee, through no fault of his own, has been overpaid, the appropriate pay office will, before recovery action is implemented, advise the employee in writing of the amount overpaid and the intention of the Employer to recover the overpayment. Prior to said recovery, the Employer and employee shall discuss and devise an acceptable recovery schedule.
- (b) If more than one year has passed since the undetected overpayment was made, then the Employer shall be limited to recovering fifty percent (50%) of the overpayment.
  - (c) If more than two (2) years have passed since the overpayment, there shall be no

recovery of the overpayment.

**ARTICLE 24 - PAY FOR TRAVEL ON  
BEHALF OF EMPLOYER**

- 24.01 Where an employee is required to travel on behalf of the Employer, he shall be paid for reasonable actual travel expenses incurred.

**ARTICLE 25 - LAY-OFF AND JOB SECURITY**

- 25.01 In the event of a lay-off, employees who are qualified for the remaining positions shall be laid-off in reverse order of seniority.
- 25.02 Permanent employees who have completed their probationary period will be given three (3) month's notice of lay-off or pay in lieu thereof.
- 25.03 The Employer shall not dismiss, suspend, lay-off, demote or otherwise discipline an employee on the grounds that garnishment proceedings may be or have been taken with respect to an employee.
- 25.04 On recalls, the most senior qualified employee

shall be the first to be recalled.

- 25.05 The Employer shall give notice of recall personally or by registered mail.

Where notice of recall is given personally, the Employer shall deliver in duplicate a letter stating that the employee is recalled. In this instance, notice of recall is deemed to be given when served.

Where notice of recall is given by registered mail, notice is deemed to be given three days from the date of mailing.

- 25.06 An employee shall return to work within ten (10) working days of receipt of notice of recall, unless on reasonable grounds, he is unable to do so. An accident, illness or inability to communicate, or requirement to give notice of termination to another Employer shall be considered as reasonable grounds.

#### **ARTICLE 26 - EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES**

- 26.01 When a formal review of an employee's performance is made, the employee concerned

shall be given the opportunity to discuss it with the Employer. The employee shall also be given the opportunity to provide written comments to be attached to his performance appraisal and may use the Grievance Procedure to correct any factual inaccuracies in his performance appraisal.

- 26.02 The Employer agrees not to introduce as evidence in the case of promotional opportunities or disciplinary action any document from the file of an employee, the existence of which the employee was not made aware by the provision of a copy thereof at the time of filing.
- 26.03 Upon written request of an employee, the Personnel file of that employee shall be made available for his examination at reasonable times in the presence of an authorized representative of the Employer and of the Union.
- 26.04 Only one official file per employee for the purposes of performance evaluation or discipline shall exist.
- 26.05 Any document or written statement related to disciplinary action, which may have been placed

on the personnel file of an employee, shall be destroyed after one (1) year has elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.

#### **ARTICLE 27 - CLASSIFICATION**

- 27.01 During the term of this Agreement, if a new or revised classification is implemented by the Employer, the Employer shall negotiate with the Union the rates of pay affecting the pay of employees for the classification affected. The Employer shall make every reasonable effort to advise the Union as far in advance as possible of such changes. If the parties fail to reach agreement within fourteen (14) days from the date on which the Employer submits the new or revised classification to the Union, the Union may refer the matter to arbitration. The arbitrator's decision will be retroactive to the date of application of the new rates.

#### **ARTICLE 28 - ADJUSTMENT OF DISPUTES**

- 28.01 A grievance is defined as a complaint, dispute or difference between the Employer and the

Union, or between the Employer and an employee, concerning the interpretation or application of this Agreement.

Disciplinary actions of written warnings, suspension, demotion, financial penalty or dismissal may be grieved according to the provisions of this Article.

- 28.02 The aggrieved employee, or the Union on his behalf, may file a grievance pertaining to matters mentioned in 28.01 through the procedure discussed in this Article.
- 28.03 An employee shall, within fifteen (15) working days of his or her first knowledge of an incident giving rise to a grievance, discuss the matter with his or her supervisor. The supervisor shall within fifteen (15) working days following receipt of the employee's submission of the grievance, give a written reply to the employee concerning his or her grievance.
- 28.04 If the grievance is not settled satisfactorily according to Clause 28.03, the grievance will be put in writing and presented to the Chief Executive Officer within fifteen (15) days of receiving a reply according to Clause 28.03. The C.E.O. shall, within fifteen (15) working days following receipt of the employee's

submission of the grievance, give a written reply to the employee concerning his or her grievance.

- 28.05 If either the Union or the Employer have a difference concerning the interpretation or application of this Agreement, it shall be presented in writing within fifteen (15) days of the incident giving rise to the grievance. The Union may initiate an individual, group, and/or policy grievance. If a satisfactory reply is not received from the other party within fifteen (15) working days, the matter may be referred to arbitration.
- 28.06 If a grievance is not settled according to Articles 28.04 and 28.05 in the above procedure, either party may notify the other party in writing within twenty-one (21) days of the receipt of the reply, of their desire to submit the difference or allegation to arbitration.
- 28.07 The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the employee, and where appropriate, the Union representative.

### Arbitration

- 28.08 The parties agree that arbitration referred to in 28.05 shall be by a single arbitrator selected by the parties. Should the parties be unable to agree, the appointment shall be made by the Minister of Labour.
- 28.09 The arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it.
- 28.10 The award of the arbitrator shall be signed by him and copies thereof shall be transmitted to the parties in the dispute.
- 28.11 The arbitrator shall not have the authority to alter or amend any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or to render any decision contrary to the terms and provisions of this Agreement.
- 28.12 The Employer and the Union shall each pay one-half of the remuneration and expenses of the arbitrator and each party shall bear its own expenses of every such arbitration.

28.13 If an arbitrator determines an employee has been dismissed for other than proper cause he or she may:

- (a) direct the Employer to reinstate the employee and pay to the employee a sum equal to his or her wages lost by reason of his or her dismissal, or such less sum as in the opinion of the Arbitrator is fair and reasonable; or
- (b) make such order as he or she considers fair and reasonable having regard to the terms of this Agreement.

Expedited Arbitration

28.14 An alternative to the formal arbitration process set out in the foregoing paragraph, by mutual agreement of the parties, a grievance may be referred to a previously agreed upon person who shall hear the grievance and who shall at the conclusion of the hearing, give an oral decision without reasons. Such decisions may not be used to alter, modify or amend any part of the appropriate Collective Agreement, and are made without precedent or prejudice to similar or like cases. Such a decision shall be

final and binding upon both parties and no further action may be taken on that grievance by any means.

#### **ARTICLE 29 - SAFETY AND HEALTH**

- 29.01 The Employer shall comply with all applicable Federal, Territorial, and Municipal health and safety legislation and regulations. All standards established under the legislation and regulations shall constitute minimum acceptable practice. A copy of the applicable Health and Safety legislation and regulations will be readily accessible to each employee in the workplace.
- 29.02 Occupational health and safety shall be a regular agenda item for meetings of the Labour Management Committee referred to in Article 7.01.
- 29.03 (a) All employees from the maintenance department and the administrative office will be eligible to receive first aid training. The training will be at no cost or loss of wages to the employee and the course content will be limited to the Standard First Aid Certificate program and the Basic Rescuer CPR Certificate program.

- (b) All employees shall be eligible to receive upgrading of the above-noted certificate programs every two (2) years.

#### Transportation of Injured Workers

- 29.04 The Employer shall provide on a properly reported workplace incident, at no expense to the employee, appropriate transportation to the nearest medical facility, and from there to his/her home or place of work depending on the decision of the attending medical practitioner, when such services are immediately required by an employee as a result of injury or serious ailment occurring in the workplace.

#### Right to Refuse Dangerous Work

- 29.05 An employee shall have the right to refuse to work in dangerous situations.
  - (a) An employee may refuse to do any particular act or series of acts at work which he has reasonable grounds to believe are dangerous to his health or safety or the health or safety of any other person at the place of employment until sufficient steps have been taken to satisfy him otherwise, or

until the NWT Safety Officer or his designated representative has investigated the matter and advised him otherwise.

- (b) No loss of wages or discriminatory action shall be taken against any worker by reason of the fact that he exercised the right conferred upon him in this section.

#### **ARTICLE 30 -UNIFORM CLOTHING ISSUE**

- 30.01 The Employer will reimburse all maintenance personnel a maximum of \$125.00 once every year for the purchase of protective work clothing upon proof of purchase.
- 30.02 Once per fiscal year, the Employer shall reimburse one-half (½) the cost of safety footwear for employees whose jobs require the wearing of safety footwear. The employee must produce a receipt of the purchase to be eligible for reimbursement.

#### **ARTICLE 31 - EDUCATION LEAVE**

- 31.01 Employees attending training courses required by the Employer will be granted leave with pay

to attend such training.

**ARTICLE 32 - EDUCATIONAL REFUND PLAN**

- 32.01 Tuition fees for courses approved in advance will be reimbursed to employees upon receiving proof of successful course completion.

**ARTICLE 33 - SUSPENSION AND DISCIPLINE**

- 33.01 Employees may be disciplined including warnings, suspension, and discharge but only for just cause.
- 33.02 When an employee receives a written warning, suspension, or is discharged, the Employer shall notify the employee in writing of the reasons for such action in sufficient detail that he may defend himself.
- 33.03 When employees are required to attend a meeting where a disciplinary decision concerning them is to be taken by the Employer, or a representative of the Employer, the employees are entitled to have, at their

request, a representative of the Union attend the meeting.

- 33.04 In any adjudication relating to a disciplinary measure, the burden of proof shall rest with the Employer.

**ARTICLE 34 - VACANCIES, JOB POSTING,  
PROMOTIONS, AND TRANSFERS**

- 34.01 Vacancies in permanent positions shall be posted by the Employer for a period of five (5) working days. Present employees will be given preference in the filling of such vacancies.
- 34.02 Where qualifications and ability are relatively equal, seniority shall govern in the promotion and transfer of employees.
- 34.03 No employee shall be transferred to a position outside the Bargaining Unit without his consent. If an employee is transferred to a position outside the Bargaining Unit, he shall retain his seniority accumulated up to the date of leaving the Unit, but will not accumulate further seniority. Such employees shall have the right to return to a position in the Bargaining Unit consistent with his seniority accumulated up to

the date of transfer outside the Unit.

- 34.04 New employees shall not be hired when there are employees on lay-off who are qualified to perform the job.

**ARTICLE 35 - PRESENT CONDITIONS AND BENEFITS**

- 35.01 The Employer shall provide benefit plan coverage for life insurance, accident insurance, disability insurance (long-term), disability insurance (short-term), health care insurance, and dental care insurance. Present practice on cost sharing of premiums will be continued.
- 35.02 The Northern Employee Benefits Services (NEBS) pension plan is a term and condition of employment for all eligible employees. Commencing May 30, 2005 premiums for the pension plan shall be shared equally between eligible employees and the Employer.
- 35.03 All issues concerning the benefits referred to in clauses 35.01 and 35.02, including premiums and entitlement to benefits shall be determined by the

benefit plan provider.

**ARTICLE 36 - PROMOTIONAL OPPORTUNITIES -  
PROBATIONARY EMPLOYEES**

- 36.01 A probationary employee shall be eligible to participate in job competitions in the same manner as non-probationary employees.

**ARTICLE 37 - TRADES - TOOLS**

- 37.01 Trades employees who are required to use personal tools in the course of their employment shall receive an annual tool allowance.

The employee, when hired, shall be responsible for providing his own tools as normally associated with a Journeyman and Apprentice tool kit.

Annual allowance amounts:

Journeyman	\$250.00	
Apprentice	\$100.00	year 1
	\$200.00	year 2

**ARTICLE 38 - APPRENTICES AND TRAINEES**

38.01 Apprentice rates shall be based on a percentage of the appropriate journeyman rate as follows:

**Four Year Training Programs**

Year 1	55%
Year 2	65%
Year 3	75%
Year 4	85%

**Three Year Training Programs**

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

**Two Year Training Programs**

Year 1	65%
Year 2	80%

**One Year Training Programs**

Year 1      70%

38.02 The Employer will pay one hundred percent (100%) of current wages only of an apprentice who is attending trades courses.

**ARTICLE 39 - WAGE RATES**

39.01 Rates of pay shall be according to Appendix A of this Agreement.

**ARTICLE 40 - RE-OPENER OF AGREEMENT  
AND MUTUAL DISCUSSIONS**

Re-Opener of Agreement

40.01 This Agreement may be amended by mutual consent.

Mutual Discussions

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

#### **ARTICLE 41 - DURATION AND RENEWAL**

- 41.01 The term of this Agreement shall be from April 1, 2009 to March 31, 2013.

The pay schedule in Appendix "A" shall apply throughout the four (4) year term of this Agreement.

All provisions of this Agreement take effect on the date of mutual ratification unless another date is expressly stated herein.

- 41.02 Notwithstanding the preceding, the provisions of this Agreement, including the provisions for the adjustments of disputes in Article 28, shall remain in effect during the negotiations for its renewal and until the requirements of Section 89 of the Canada Labour code Part I have been met.
- 41.03 Within four (4) months preceding the termination of this Agreement, either party may, by written notice, require the other party to commence bargaining collectively with a view to the conclusion, renewal or revision of the

Collective Agreement.

- 41.04 Where notice to commence Collective Bargaining has been given under Clause 41.03, the Employer shall not without consent by the Union, increase or decrease salaries or alter any other term or condition of employment of employees in the Bargaining Unit which was in force on the day on which the notice was given until the requirements of Section 89 of the Canada Labour Code Part I have been met.

**APPENDIX A**  
**RATES OF PAY**

<b>Clerk/Receptionist</b>							
<b>Step</b>		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
April 1/09	Annual	51,032	52,364	53,669	54,974	56,280	57,585
	Hourly	26.17	26.85	27.52	28.19	28.86	29.53
April 1/10	Annual	52,690	54,065	55,413	56,761	58,109	59,457
	Hourly	27.02	27.73	28.42	29.11	29.80	30.49
April 1/11	Annual	54,402	55,823	57,214	58,605	59,998	61,389
	Hourly	27.90	28.63	29.34	30.05	30.77	31.48
April 1/12	Annual	56,307	57,776	59,216	60,657	62,098	63,538
	Hourly	28.88	29.63	30.37	31.11	31.85	32.58
<b>Tenant Relations Officer</b>							
<b>Step</b>		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
April 1/09	Annual	62,372	64,112	65,708	67,521	69,335	71,148
	Hourly	31.99	32.88	33.70	34.63	35.56	36.49
April 1/10	Annual	64,400	66,196	67,843	69,715	71,588	73,460
	Hourly	33.03	33.95	34.79	35.75	36.71	37.67
April 1/11	Annual	66,493	68,347	70,048	71,981	73,915	75,847
	Hourly	34.10	35.05	35.92	36.91	37.91	38.90
April 1/12	Annual	68,820	70,739	72,500	74,500	76,502	78,502
	Hourly	35.29	36.28	37.18	38.21	39.23	40.26

<b>Program Officer</b>							
<b>Step</b>		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
April 1/09	Annual	59,852	61,483	63,156	64,866	66,609	68,385
	Hourly	30.69	31.53	32.39	33.26	34.16	35.07
April 1/10	Annual	61,798	63,481	65,208	66,974	68,773	70,607
	Hourly	31.69	32.55	33.44	34.35	35.27	36.21
April 1/11	Annual	63,806	65,545	67,328	69,150	71,008	72,902
	Hourly	32.72	33.61	34.53	35.46	36.41	37.39
April 1/12	Annual	66,039	67,839	69,684	71,571	73,494	75,454
	Hourly	33.87	34.79	35.74	36.70	37.69	38.69

NOTE: An employee holding one of the above positions where there is a minimum and a maximum rate of pay shall be granted increases in pay on their anniversary date of employment until they reach the maximum rate for the position. Such pay increases shall be dependent on satisfactory performance of the duties of the position by the employee and for the purposes of such pay increases, the performance of the employee shall be reviewed and where an increment is to be delayed or withheld the employee shall be notified two weeks in advance of the increment date. The placement of a new employee on either scale shall not be subject to grievance proceedings.

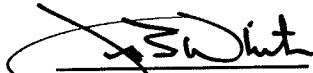
Salary placement for the following positions will be allocated by application of the following criterion:

- (a) With Certificate - Employees possessing a valid certificate of ability for the position that is recognized in the Northwest Territories shall be entitled to a Pay Step 3 rate.
- (b) Without Certificate - Employees not possessing a valid recognized certificate of ability for the position shall be entitled to a Pay Step 1, 2, or 3 rate as determined by the Employer based on their level of proficiency and experience.

<b>Oil Burner Mechanic</b>					
		April 01/09	April 01/10	April 01/11	April 01/12
Step Three	Annual	76,167	78,644	81,198	84,045
	Hourly	39.06	40.33	41.64	43.10
Step Two	Annual	73,807	76,206	78,682	81,432
	Hourly	37.85	39.08	40.35	41.76
Step One	Annual	71,467	73,807	76,206	78,858
	Hourly	36.65	37.85	39.08	40.44
<b>Carpenter</b>					
		April 01/09	April 01/10	April 01/11	April 01/12
Step Three	Annual	69,206	71,448	73,769	76,343
	Hourly	35.49	36.64	37.83	39.15
Step Two	Annual	67,119	69,303	71,565	74,061
	Hourly	34.42	35.54	36.70	37.98
Step One	Annual	65,188	67,294	69,498	71,916
	Hourly	33.43	34.51	35.64	36.88
<b>Labourer</b>					
		April 01/09	April 01/10	April 01/11	April 01/12
	Annual	47,463	49,004	50,603	52,377
	Hourly	24.34	25.13	25.95	26.86

SIGNED AT Yellowknife, NWT, this 26<sup>th</sup> day of August, 2009

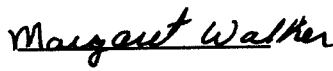
For the Yellowknife  
Housing Authority



Jim White  
Chief Executive Officer



Lisa Roesch  
Board Member



Margaret Walker  
Board Member



Nicole MacNeil  
Negotiator

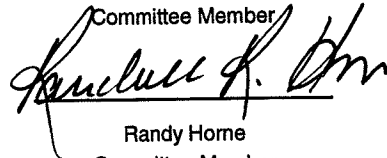
For the Public Service  
Alliance of Canada



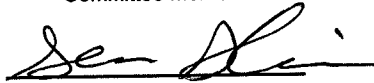
Jean Francois Des Lauriers  
REVP, PSAC



Carson Boyd  
Committee Member



Randy Horne  
Committee Member



Sean Glavine  
Negotiator