

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 1, 2018**
To: **March 31, 2022**

Public Service Alliance of Canada
201-4910, 53rd Street
Yellowknife NT X1A 1V2

Fort Providence Housing Association
P.O. Box 229,
Fort Providence NT X0E 0L0

TABLE OF CONTENTS

ARTICLE 1 - PURPOSE OF AGREEMENT 4

ARTICLE 2 - INTERPRETATION AND DEFINITIONS..... 4

ARTICLE 3 - RECOGNITION..... 6

ARTICLE 4 - APPLICATION..... 7

ARTICLE 5 - FUTURE LEGISLATION 7

ARTICLE 6 - STRIKES AND LOCKOUTS 8

ARTICLE 7 - MANAGERIAL RESPONSIBILITIES 8

ARTICLE 8 - EMPLOYER DIRECTIVES 8

ARTICLE 9 - UNION ACCESS TO EMPLOYER PREMISES 8

ARTICLE 10 - APPOINTMENT OF REPRESENTATIVES 8

ARTICLE 11 - TIME-OFF FOR UNION BUSINESS 8

ARTICLE 12 – MEMBERSHIP FEES 10

ARTICLE 13 - INFORMATION 10

ARTICLE 14 - SENIORITY 10

ARTICLE 15 - PROVISION OF BULLETIN BOARD SPACE AND OTHER FACILITIES 11

ARTICLE 16 - DESIGNATED PAID HOLIDAYS 11

ARTICLE 17 - LEAVE - GENERAL 12

ARTICLE 18 - VACATION LEAVE 13

ARTICLE 19 - SPECIAL LEAVE..... 15

ARTICLE 20 - SICK LEAVE..... 17

ARTICLE 21 - OTHER TYPES OF LEAVE 18

ARTICLE 22 - HOURS OF WORK 23

ARTICLE 23 - OVERTIME 23

ARTICLE 24 - PAY 24

ARTICLE 25 - REPORTING PAY..... 25

ARTICLE 26 - CALL-BACK PAY 25

ARTICLE 27 - SHIFT WORK..... 26

ARTICLE 28 - TERM POSITIONS 26

ARTICLE 29 - STANDBY 26

ARTICLE 30 - TECHNOLOGICAL CHANGE 27

ARTICLE 31 - PAY FOR TRAVEL ON BEHALF OF EMPLOYER 27

ARTICLE 32 - LAY-OFF AND JOB SECURITY 27

ARTICLE 33 – JOB DESCRIPTIONS..... 29

ARTICLE 34 - EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES..... 29

ARTICLE 35 - CLASSIFICATION.....30

ARTICLE 36 - ADJUSTMENT OF DISPUTES30

ARTICLE 37 - NO CONTRACTING OUT33

ARTICLE 38 - LABOUR/MANAGEMENT COMMITTEE33

ARTICLE 39 - WEATHER CONDITIONS35

ARTICLE 40 - DUTY TRAVEL35

ARTICLE 41 – TRAINING AND EDUCATION LEAVE40

ARTICLE 42 - CIVIL LIABILITY.....41

ARTICLE 43 - SUSPENSION AND DISCIPLINE.....41

ARTICLE 44 - VACANCIES, JOB POSTING, PROMOTIONS, AND TRANSFERS.....41

ARTICLE 45 - INSURANCE BENEFITS.....42

ARTICLE 46 – TRADES.....42

ARTICLE 47 - APPRENTICES43

ARTICLE 48 - CREDIT FOR PREVIOUS EXPERIENCE44

ARTICLE 49 - UTILITY ALLOWANCE45

ARTICLE 50 - HOUSING ALLOWANCE.....45

ARTICLE 51 - SETTLEMENT ALLOWANCE.....45

ARTICLE 52 - SUMMER STUDENTS45

ARTICLE 53 - SOCIAL JUSTICE FUND.....45

ARTICLE 54 - RE-OPENER OF AGREEMENT AND MUTUAL DISCUSSIONS.....45

ARTICLE 55 - DURATION AND RENEWAL46

APPENDIX “A” - RATES OF PAY48

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 their position if the employee fails to report to work for seven (7) consecutive working days and does not notify the Employer of the reason for their absence.
 - (2) "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 their 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 pay.
 - (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, their employment in the position held at the time of lay off, and their employment in the position to which they were appointed shall constitute continuous employment;
 - (c) 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, the employee's periods of employment for purposes of sick leave, vacation leave and vacation travel benefits shall be considered as continuous employment.
 - (9) "Day of Rest" in relation to an employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of their position other than by reason of the employee being on leave of absence.

- (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 their 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 the employee for support; or
 - (ii) being under twenty-five (25) years of age and dependent upon the employee by reason of full-time attendance at an educational institution; or
 - (iii) who is wholly dependent upon the employee for support by reason of mental or physical infirmity.
- (12) "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.
- (13) "Employer" means the Fort Providence Housing Association.
- (14) "Fiscal Year" means the period of time from April 1st in one year to March 31st in the following year.
- (15) "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.
- (16) "Designated Paid 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.
- (17) "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.
- (18) "Leave of Absence" means absence from duty, with or without pay, with the Employer's permission.
- (19) "Manager" means the Housing Manager.
- (20) "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.
- (21) "Overtime" means work performed by an employee in excess of or outside of their 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.

- (22) "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 their probationary period on transfer or promotion the Employer shall appoint that employee to a position comparable to the one from which they were transferred or promoted.
- (23) "Promotion" means the appointment of an employee to a new position, the maximum rate of pay of which exceeds that of their 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.
- (24) "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 their regularly scheduled daily hours of work, or where an employee is paid by the hour, the rate of pay established by the Employer for their part-time employment.
 - (d) "biweekly rate of pay" means an employee's annual salary divided by 26.088.
- (25) "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.
- (26) "Seniority" means length of service with the Employer.
- (27) "Transfer" means the appointment of an employee to another position that does not constitute a promotion or demotion.
- (28) "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.
- (29) "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 "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 that is subject to a pardon or record suspension, 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 their normal work functions as a result of a physical or mental disability arising as a result of their 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 their 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 Agreement. The Union will facilitate said printing.

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 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 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 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 their representative are involved in the process of the employee's 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 Northern Territories Federation of Labour. Leave for such purposes will not be unreasonably denied.

11.07 Representatives Training Course

Subject to operational requirements the Employer will grant reasonable leave without pay to a maximum of two (2) employees to undertake union training. Leave for such purposes will not be unreasonably denied.

Leave for Paid Elected Officers

11.08 An Employee elected as a full time paid officer of the executive of the Union of Northern Workers, the PSAC or the Northern Territories Federation of Labour shall, upon application and with at least one (1) month notice to the Employer, be granted leave of absence without pay for the term of office. During the leave of absence such Employees shall maintain all rights and benefits accumulated prior to commencement of the leave but shall not accumulate any additional benefits during the leave, unless the parties agree otherwise.

11.09 Such employees shall advise the Employer as soon as possible when an extension of their leave of absence is applicable due to re-election.

11.10 Upon termination of their leave of absence such Employee shall be offered as a minimum the position they held with the Employer before they commenced the leave of absence. The Employer may backfill this position with a term employee for the period of leave.

11.11 Notwithstanding Article 11.10, the Employer may make an offer of employment to such an employee to a position inside the Bargaining Unit should such employee bid on a competition and be the successful candidate.

11.12 Such employees will retain their seniority but shall not accrue further seniority during their leave of absence.

ARTICLE 12 – MEMBERSHIP FEES

- 12.01 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.
- 12.02 The Union shall inform the Employer in writing of the Membership Fees to be deducted for each employee within the Bargaining Unit.
- 12.03 For the purpose of applying Clause 12.01, deductions from pay for each employee will occur on a biweekly basis and will apply to the extent that earnings are available. Where an employee does not have sufficient earnings in respect of any biweekly period to permit deduction, the Employer shall not be obligated to make such deductions from subsequent salary.
- 12.04 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.
- 12.05 The amounts deducted in accordance with Clause 12.01 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 their behalf.
- 12.06 The Employer shall make deductions for other purposes upon the request of the employee.
- 12.07 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer.
- 12.08 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 13 - INFORMATION

- 13.01 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, location and job classification of all employees in the Bargaining Unit.

The Employer shall indicate which employees have been hired or transferred and those employees whose employment has been terminated during the period reported.
- 13.02 The Employer shall provide each employee with a copy of this Agreement.
- 13.03 The Employer agrees to provide each new member of the Bargaining Unit with a copy of this Agreement upon their appointment.
- 13.04 The Employer shall notify the Union of all newly created classifications including its designation as to whether it is within or outside of the Bargaining Unit.

ARTICLE 14 - SENIORITY

- 14.01 Seniority is defined as the length of service with the Employer, and shall be applied on a bargaining unit wide basis.
- 14.02 Newly hired employee shall be on probation for a period of six (6) months. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement.
- 14.03 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 (6) months.

- 14.04 An employee shall lose all seniority and shall be considered terminated in the following circumstances:
- (1) where the employee has abandoned their position;
 - (2) twelve months after the date upon which the employee became a Lay-off; and
 - (3) where an employee fails to return to work within 10 working days of receipt of notice of recall from Lay-off in accordance with Article 32.08.

ARTICLE 15 - PROVISION OF BULLETIN BOARD SPACE AND OTHER FACILITIES

- 15.01 The Employer shall provide bulletin board space in its office and shop clearly identified for exclusive Union use.
- 15.02 The Employer may make available to the Union and the members of the Bargaining Unit a suitable meeting room to be used from time to time for the business relating to the Bargaining Unit. Permission for this purpose shall not be unreasonably withheld.
- 15.03 A representative of the Union shall have the right to give each new employee an orientation of up to thirty (30) minutes and the representative of the Union shall be given leave with pay for such purposes.

ARTICLE 16 - DESIGNATED PAID HOLIDAYS

- 16.01 The following days are Designated Paid Holidays for employees covered by this Agreement:
- (1) New Year's Day;
 - (2) Good Friday;
 - (3) Easter Monday;
 - (4) Victoria Day;
 - (5) National Indigenous Peoples' Day;
 - (6) Canada Day;
 - (7) Civic Holiday, The first Monday in August;
 - (8) Labour Day;
 - (9) Thanksgiving Day;
 - (10) Remembrance Day;
 - (11) Christmas Day;
 - (12) Boxing Day; and
 - (13) Treaty Day – ½ day.

A paid holiday shall also be granted to all employees on any special day proclaimed by the Government of Canada, the Commissioner or Minister of the NWT, or the Mayor of Fort Providence.

16.02 Absent without Cause

Clause 16.01 does not apply to an employee who is absent without cause on both the working day immediately preceding and the working day following the Designated Paid Holiday, except with the approval of the Employer.

Designated Paid Holiday Falling on a Day of Rest

16.03 When a Designated Paid Holiday coincides with an employee's day of rest, the Designated Paid Holiday shall be moved to the employee's first working day following their day of rest, unless the Employer and employee mutually decide on a different date.

16.04 When a Designated Paid Holiday for an employee is moved to another day under the provisions of Clause 16.03:

- (1) work performed by an employee on the day from which the Designated Paid Holiday was moved shall be considered as work performed on a day of rest; and
- (2) work performed by an employee on the day to which the Designated Paid Holiday was moved, shall be considered as work performed on a Designated Paid Holiday.

16.05 When the Employer requires an employee to work on a Designated Paid Holiday as part of their regularly scheduled hours of duty or as overtime when they are not scheduled to work, the employee shall be paid in addition to the pay that they would have been granted had they not worked on the Designated Paid Holiday:

- (1) one and one-half (1½) times the employee's hourly rate for the first four (4) hours worked, and
- (2) twice (2X) their hourly rate for the hours worked in excess of four (4) hours.

16.06 At the employees option the amounts payable pursuant to Article 16.05 may be taken either in pay or in compensatory leave to be taken at a later date convenient to both the Employer and the employee.

16.07 Where a day that is a Designated Paid Holiday for an employee falls within a period of leave with pay, the Designated Paid Holiday shall not count as a day of leave.

ARTICLE 17 - LEAVE - GENERAL

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

When the employment of an employee with more than three (3) years of service who has been granted more vacation, sick leave or special leave with pay than they have earned is laid off, the employee shall be considered to have earned that amount of leave with pay granted to them.

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

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

17.04 At the end of the fiscal year, an employee's entitlement to vacation leave with pay shall be recorded as actual days and a part day will be recorded as actual hours of entitlement.

17.05 When the Employer rejects an employee's application for leave, upon request the detailed reasons for the rejection shall be provided to the employee in writing.

- 17.06 An employee shall provide three (3) weeks advance notice except in extenuating circumstances for leave of five (5) working days or more. An employee's request for any leave that the Employer has not responded to within ten (10) working days from the receipt of the application shall be considered as granted, unless for extenuating circumstances the Employer was unable to respond within the ten (10) working day time period.
- 17.07 An employee who is on leave of absence without pay is not entitled to receive any pay or allowances for the period of leave without pay, unless this Agreement specifically provides otherwise.
- 17.08 The Employer will respond to leave requests under this Article, in a timely fashion.

ARTICLE 18 - VACATION LEAVE

18.01 Accumulation of Vacation Leave

- (1) For each month of a fiscal year in which an employee receives ten (10) days' pay, the employee shall earn vacation leave at the following rates:
 - (a) one and one quarter (1¼) days each month until the month in which the anniversary of the second (2nd) year of continuous service is completed.
 - (b) one and two-thirds (1 2/3) days each month commencing in the month after completion of two (2) years of continuous service and ending in the month that seven (7) years of continuous service is completed.
 - (c) two and one twelfth (2 1/12) days each month commencing in the month after completion of seven (7) years of continuous service and ending in the month that twenty (20) years of continuous service is completed.
 - (d) two and one-half (2½) days each month commencing in the month after completion of twenty (20) years of continuous service and ending in the month that twenty five (25) years of continuous service is completed.
 - (e) three (3) days each month commencing in the month after completion of twenty five (25) years of continuous service.
- (2) Part time employees shall receive vacation pay based on length of service as indicated in (1) above prorated to the number of hours worked as compared to a full time employee.

18.02 Granting of Vacation Leave

- (1) In granting vacation leave with pay to an employee, the Employer shall make every reasonable effort to:
 - (a) schedule vacation leave for all employees in the fiscal year in which it is earned;
 - (b) not recall an employee to duty after they have proceeded on vacation leave;
 - (c) grant the employee their vacation leave during the fiscal year in which it is earned at a time specified by the employee;
 - (d) grant the employee vacation leave for at least up to five (5) consecutive weeks depending upon their vacation entitlements when so requested by the employee; and recognize seniority on preference for a vacation period.
 - (e) to grant the employee their vacation leave when specified by the employee if the period of vacation leave is less than a week, providing that the employee gives the Employer reasonable advance notice.

- (f) An employee leaving on vacation will be entitled to a post-dated pay cheque issued by the Employer prior to leaving on their vacation.
 - (2) All requests for vacation leave will be made in writing.
 - (3) The Employer will respond to leave requests under this Article, in a timely fashion.
- 18.03 Where in respect of any period of vacation leave, an employee:
- (1) is granted special leave, when there is a death in their immediate family as defined in Article 19; or
 - (2) is granted special leave with pay because of illness in the immediate family as defined in Article 19; or
 - (3) 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 or reinstated for use at a later date.
- 18.04 Employees are not permitted to carry over more vacation credits than can be earned in one (1) fiscal year. Vacation leave credits exceeding one (1) year's entitlement will be liquidated in pay in the month of March in each year.

Recall From Vacation Leave

- 18.05 Except in the case of an emergency, the Employer shall not recall any employee to duty once their vacations have commenced.
- 18.06 When during any period of vacation leave an employee is recalled to duty, they shall be reimbursed for reasonable expenses, as normally defined by the Employer, that the employee incurs;
- (1) in proceeding to their place of duty;
 - (2) in respect of any non refundable deposits or rearrangements associated with their vacation;
 - (3) in returning to the place from which they were recalled if the employee immediately resumes vacation upon completing the assignment for which they were recalled;

After submitting such accounts such as are normally required by the Employer.

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

18.08 Leave When Employment Terminates

Where an employee dies or otherwise terminates their employment:

- (1) The employee or their estate shall, in lieu of earned but unused vacation leave, be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave by the daily rate of pay applicable to the employee immediately prior to the termination of their employment, or
- (2) the Employer shall grant the employee any vacation leave earned but not used by the employee before the employment is terminated by lay-off if the employee so requests.
- (3) upon termination at the employee's request, the Employer shall divide the amount owing as specified in (1) above by four, and shall attach this amount to the employee's regular

earnings over a four pay period. Adequate notice must be given by the employee.

18.09 An employee whose employment is terminated by reason of a declaration that they abandoned their position is entitled to receive the payment referred to in Clause 18.08 within a period of six (6) months of the said abandonment.

18.10 Vacation Travel Assistance

- (1) All employees, other than casual employees, traveling on vacation leave are entitled to vacation travel assistance once each fiscal year at the rate of one thousand seven hundred (\$1700.00) dollars.
- (2) Notwithstanding Clause (1) above the employee shall not receive vacation travel assistance under this Article during their first six (6) months of employment with the Employer.
- (3) Employees must advise the Employer at least two (2) weeks prior to the date they require a payment under this Article. An Employee applying for vacation travel assistance shall be issued a cheque in the amount specified in (1) above. The employee's signature on the application form will serve as the employee's certification that the assistance will be used for the purpose for which it was issued. No other form of accountability will be required.
- (4) Part-time employees who have been employees for a duration of six (6) months or greater shall receive this benefit prorated based on the number of hours worked compared to a full-time employee.

18.11 Travel Time

Once per fiscal year vacations shall be lengthened by four (4) working days when an employee travels out of the Community for the purposes of vacation travel.

18.12 Winter Bonus Days

- (1) An employee who has requested and is granted annual leave between October 1 and March 31 of any year shall, in addition to their vacation leave entitlement, receive one (1) day of extra leave for each five (5) consecutive days of annual leave that the employee liquidates within the above days up to a maximum of four (4) days.
- (2) In cases where a designated paid holiday falls within the period of vacation leave, it shall be considered as a day of liquidated leave for determining the entitlement of winter bonus days.

ARTICLE 19 - SPECIAL LEAVE

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

- (1) one-half ($\frac{1}{2}$) day for each calendar month in which the employee received pay for at least ten (10) days, or
- (2) one-quarter ($\frac{1}{4}$) day for each calendar month in which the employee received pay for less than ten (10) days.

19.02 For the purposes of this Article, immediate family is defined as an employee's father, mother, brother, sister, spouse, common-law spouse, child, foster child, adopted child, step-child, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunt, uncle,

grandchildren, grandparents, and any relative permanently residing in the employee's household or with whom the employee permanently resides.

- (1) The Employer shall grant special leave earned with pay for a period of up to five (5) consecutive working days:
 - (a) when there is a death in the employee's immediate family; or
 - (b) when an employee is to be married.

- (2) The Employer shall grant an employee special leave with pay for a period of up to three (3) consecutive working days and may extend this leave to five (5) consecutive working days:
 - (a) Immediate Family
 - (i) where a member of the immediate family becomes ill (not including childbirth) and the employee is required to care for their dependants or for the sick person;
 - (ii) where a member of the immediate family residing outside of Fort Providence becomes seriously ill.
 - (b) in the event of a death in the employee's spouse's or common-law spouse's immediate family.

- (3) The Employer may grant an employee special leave with pay for a period of up to five (5) consecutive working days:
 - (a) where special circumstances not directly attributable to the employee prevent the employee from reporting to duty, including:
 - (i) serious household or domestic emergencies;
 - (ii) a general transportation tie up caused by weather;
 - (iii) a serious community emergency where the employee is required to render assistance
 - (b) in circumstances which are of general value to the Employer such as where the employee:
 - (i) takes an examination which will improve their position or qualifications;
 - (ii) attends their University Convocation, if they have been continuously employed for at least one (1) year;
 - (iii) attends a course in civil defense training;
 - (iv) requires a medical examination for enlistment in the Armed Forces or in connection with a veteran's treatment program.
 - (c) Such leave will not be unreasonably withheld.

19.03 An employee shall be granted special leave with pay of one (1) working day on the occasion of the birth of their child or on the occasion of the adoption of a child. The Employer may extend this period of special leave with pay up to a maximum of five (5) working days. This leave may be taken as consecutive or single days or as a fraction of a day.

19.04 Advance of Credits

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

19.05 Casual Leave

- (1) All employees except casual employees may be granted casual time off with pay for a period of up to five (5) consecutive working days for the following purposes:
 - (a) For the employee to participate in voluntary services for a Community cause.
 - (b) For other purposes of a special or unusual nature.
- (2) Employees shall be granted casual leave with pay to a maximum of 3 hours per appointment to attend to an appointment with a health care practitioner, Dentist, Lawyer or School Authority in the community of Fort Providence during work hours. Should the Employee require more time due to lengthy waiting times, the Employee shall advise the Employer as soon as possible of their expected time of return to work.
- (3) Employees shall be granted casual leave with pay to a maximum of one (1) day per occurrence to attend to an appointment with a health care practitioner, Dentist, Lawyer or School Authority located in Yellowknife or Hay River during work hours. Employees acknowledge that they are expected to return to work the next working day following their appointment.
- (4) Employees shall be granted casual leave with pay to a maximum of one (1) day per occurrence where the employee's health care practitioner requires them to attend regular or recurring medical treatments and checkups. Upon the request of the Employer, the employee will provide written confirmation from a health care practitioner confirming the employee's requirement to attend.

Such leave shall not be unreasonably withheld.

- 19.06 (a) The Employer shall grant special leave with pay, up to a maximum of ten (10) days per calendar year, to an employee who is experiencing domestic violence. This leave may be taken as consecutive or single days or as a fraction of a day, without prior approval, to attend medical appointments, legal proceedings and any other necessary activity.
- (b) Where an employee has insufficient credits to permit the granting of domestic violence leave, the Employer may grant special leave with pay, subject to the deduction of such advance leave from any special leave credits subsequently earned. Such advance leave shall not be unreasonably withheld.

ARTICLE 20 - SICK LEAVE

20.01 Credits

An employee shall earn sick leave credits at the rate of one and a quarter (1¼) days for each calendar month for which they receive pay for at least ten (10) days.

20.02 Subject to (1) and (2) below, and to the remainder of this Article, all absences on account of illness on a normal working day (exclusive of designated holidays) shall be charged against an employee's accumulated sick leave credits except:

- (1) There shall be no charge against an employee's sick leave credits when their absence on account of illness is less than one-half (½) day and the employee has been on duty for at least two (2) hours;
- (2) Where the period of absence on account of illness is at least one-half (½) day but less

than a full day, one-half (½) day only shall be charged as sick leave.

20.03 Where leave of absence without pay is authorized for any reason, or an employee is laid-off because of lack of work, and the employee returns to work upon expiration of such leave of absence or lay-off, the employee shall earn sick leave credits for each month in which they worked at least ten (10) days and shall retain any unused sick leave existing at the time of lay-off or commencement of leave without pay.

20.04 In circumstances where sick leave would be authorized but the employee has insufficient or no sick leave credits, the employee shall be granted sick leave in advance to a limit of fifteen (15) days which shall be charged against future credits as earned. If the employee dies before authorized unearned sick leave has been liquidated, no recovery shall be made from the employee's estate.

Sick leave advances will not be granted to probationary employees.

20.05 If an employee is absent for three (3) consecutive working days or more, or where an employee has been absent for nine (9) days or more in the current year, the Employer may request that the employee provide a note from a health care practitioner certifying that the employee is unable to report to work due to illness or injury.

20.06 When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for a concurrent period, there shall be no charge against the employee's sick leave credits for the period of concurrency.

20.07 Travel Time

Every employee who is proceeding to a medical center under the provisions of this Article with the approval of the Employer will be granted leave of absence with pay which is not to be charged against the employee's sick leave credits for the lesser of three (3) days or the actual time taken to travel from the employee's post to Edmonton and return.

20.08 At the end of the fiscal year, any sick leave days in excess of ten (10) earned but not used may be converted to annual leave. Employees may not convert more than fifteen (15) sick leave days per fiscal year. These days converted to vacation leave must be used as vacation leave and are not cashable.

20.09 Sick leave credits may be used by the employee in the case of the illness of the employee's spouse or child and the presence of the employee is required.

ARTICLE 21 - OTHER TYPES OF LEAVE

21.01 Court Leave

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

- (1) to serve on a jury and the jury selection process; or
- (2) by subpoena or summons to attend as a witness in any proceeding held:
 - (i) in or under the authority of a court of justice or before a grand jury;
 - (ii) before a court, judge, justice, magistrate, or coroner;
 - (iii) before the Senate or House of Commons of Canada, or a committee of the Senate or House of Commons, otherwise than in the performance of the duties of the employee's position;
 - (iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of

witnesses before it;

- (v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it;
- (3) Notwithstanding anything contained in this Article, there may be deducted from the regular pay of the employee any remuneration received by the employee as a result of serving on a jury or as a witness, other than remuneration received as an allowance or reimbursement for expenses incurred in such duty.

21.02 Injury on Duty Leave

- (1) An employee shall be granted injury-on-duty leave with pay for such reasonable period as may be determined by the employee's medical practitioner for:
 - (a) a personal injury accidentally received in the performance of their duties and not caused by the employee's wilful misconduct; or
 - (b) sickness resulting from the nature of their employment; or
 - (c) over-exposure to radioactivity or other hazardous conditions in the course of their employment;

if the employee agrees to pay the Employer any amount received by them for loss of wages in settlement of any claim they may have in respect of such injury, sickness or exposure, providing however that such amount does not stem from a personal disability policy for which the employee or their agent has paid the premium. The employee shall, if they wish to continue their claim for injury on duty leave, permit the physician to release relevant information to the Employer.

- (2) The Employer shall make every reasonable effort to find alternate employment within its employ for an employee who suffers an injury on duty and who as a result becomes unable to carry out their normal work functions.

21.03 Pregnancy Leave

(1) Notification of Pregnancy

- (a) An employee who is pregnant shall be granted seventeen (17) consecutive weeks pregnancy leave without pay commencing at any time during the seventeen (17) week period immediately preceding the expected date of delivery, provided that the employee gives the Employer written notice at least four (4) weeks before the day on which the employee expects to commence their leave. All other issues of notice or extension of the period of pregnancy leave shall be according to the *Employment Standards Act*.
- (b) The Employer may:
 - (i) upon written request from the employee, defer the commencement of pregnancy leave without pay of an employee or terminate it earlier than seventeen (17) weeks after the date of the termination of the employee's pregnancy;
 - (ii) grant pregnancy leave without pay to an employee to commence earlier than seventeen (17) weeks before the expected termination of the employee's pregnancy;
 - (iii) where pregnancy leave without pay is requested, require an employee to submit a medical certificate certifying pregnancy.
- (c) Leave granted under this Clause shall be counted for the calculation of

"continuous employment".

(2) Pregnancy Leave Allowance

- (a) After completion of six (6) months continuous employment, an employee who provides the Employer with proof that they have applied for, are serving the E.I. waiting period or are in receipt of unemployment insurance benefits pursuant to the Employment Insurance Act, shall be paid a pregnancy leave allowance.
- (b) An applicant under Clause 21.03(2)(a) shall sign an agreement with the Employer providing:
 - (i) that they will return to work and remain in the Employer's employ for a period of at least six (6) months after their return to work;
 - (ii) that they will return to work on the date of the expiry of their pregnancy leave, unless this date is modified with the Employer's consent.
- (c) Should the employee fail to return to work as per the provisions of Clause 21.03(b)(ii), the employee recognizes that they are indebted to the Employer for the amount of pregnancy leave allowance received.

(3) In respect of the period of pregnancy leave, payments made according to the supplementary unemployment plan will consist of the following:

- (a) for the first weeks, payments equivalent to ninety-three (93) percent of the employee's weekly rate of pay; and
- (b) for the period during which Employment Insurance Maternity Benefits are received, payments equivalent to the difference between Employment Insurance Maternity Benefits the employee is eligible to receive and ninety-three (93) percent of their weekly rate of pay; and
- (c) where the employee has received Employment Insurance Maternity Benefits for fifteen (15) weeks and thereafter remains on pregnancy leave without pay, they are eligible to receive a payment equivalent to ninety-three (93) percent of their weekly rate of pay for a period of one (1) week; and
- (d) Weekly Rate of Pay
 - (i) For a full-time employee the weekly rate of pay referred to in Clause 21.03 (3) (a), (b) and (c) shall be the weekly rate of pay to which they are entitled for the classification prescribed in their certificate of appointment on the day immediately preceding the commencement of the pregnancy leave.
 - (ii) For a part-time employee the weekly rate of pay referred to in Clause 21.03 (3) (a), (b) and (c) shall be the pro-rated weekly rate of pay to which they are entitled for the classification prescribed in their certificate of appointment averaged over the six month period of continuous employment immediately preceding the commencement of the pregnancy leave.
- (d) the employee has no vested right to this allowance except for supplementation of E.I. benefits as provided in this Article;

(4) Further, when a pregnant or nursing employee produces a statement from a health care practitioner that their working condition may be detrimental to their health or that of the fetus or child, the Employer will either change those working conditions where that is reasonable within its operational requirements or allow the employee to take paid sick leave or leave of absence without pay, at the employee's discretion, for the duration of

their pregnancy and/or period of breastfeeding.

Parental Leave Without Pay

- 21.04 (1) Where an employee has or will have the actual care and custody of their newborn child; or where an employee commences proceedings to adopt a child who is below the age of majority or obtains an order for the adoption of a child who is below the age of majority, they shall be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks. The leave shall be taken during the fifty-two (52) week period immediately following the day the child is born or, in the case of adoption, within the fifty-two (52) week period from the date the child comes into the employee's care and custody.
- (2) Parental Leave Allowance
- (a) After completion of six (6) months continuous employment, an employee who provides the Employer with proof that they have applied for, are serving the E.I. waiting period or are in receipt of Employment Insurance Parental Benefits, shall be paid a parental leave allowance.
- (b) An applicant under Clause 21.04(2)(a) shall sign an agreement with the Employer providing:
- (i) that they will return to work and remain in the Employer's employ for a period of at least six (6) months after their return to work;
- (ii) that they will return to work on the date of the expiry of their parental leave, unless this date is modified with the Employer's consent.
- (c) Should the employee fail to return to work as per the provisions of paragraph 21.04(2)(b), the employee recognizes that they are indebted to the Employer for the amount of parental leave allowance received.
- (3) In respect of the period of parental leave, payments made according to the supplementary unemployment plan will consist of the following:
- (a) For the first week, where the employee is subject to a waiting period before receiving Employment Insurance Parental Benefits, a payment equivalent to 93% of their weekly rate of pay; and
- (b) For the period during which the employee receives Employment Insurance Parental Benefits, up to a maximum of sixteen (16) weeks, payments equivalent to the difference between the Employment Insurance Parental Benefits they are eligible to receive and ninety-three (93%) of their weekly rate of pay; and
- (c) Weekly Rate of Pay
- (i) For a full-time employee the weekly rate of pay referred to in Clause 21.04 (3) (a) and (b) shall be the weekly rate of pay to which they are entitled for the classification prescribed in their certificate of appointment on the day immediately preceding the commencement of the parental leave.
- (ii) For a part-time employee the weekly rate of pay referred to in Clause 21.04 (3) (a) and (b) shall be the pro-rated weekly rate of pay to which they are entitled for the classification prescribed in their certificate of appointment averaged over the six month period of continuous employment immediately preceding the commencement of the parental leave.
- (d) the employee has no vested right to this allowance except for supplementation of E.I. benefits as provided in this Article.
- (2) Leave granted under this Clause shall be counted for the calculation of "continuous

employment”.

- (3) Parental leave utilized by an employee-couple shall not exceed a total of thirty-seven (37) weeks for both employees combined.
 - (4) Parental leave utilized by an employee-couple in conjunction with pregnancy leave shall not exceed a total of fifty-two (52) weeks for both employees combined.
 - (5) Parental leave taken by an employee in conjunction with pregnancy leave shall be taken immediately after the termination of pregnancy leave and the duration of both periods of leave shall not exceed a total of fifty-two (52) weeks.
- 21.05 (1) An employee who takes parental and/or pregnancy leave without pay shall continue to accrue seniority during the period of leave. Any period of leave shall be considered for pay increment purposes.
- (2) An employee who takes parental and/or pregnancy leave without pay is entitled to be reinstated in the position that the employee occupied when the leave commenced. Where for any valid reason the Employer cannot reinstate an employee into the same position, the Employer shall reinstate the employee into a comparable position with the same wages and benefits.
- (3) With the consent of the Employer, an employee may return to work prior to the expiry of parental or pregnancy leave without pay.

21.06 At the request of an employee and subject to operational requirements, leave without pay in one (1) or more periods to a total maximum of one (1) year during an employee's total period of employment may be provided for the care and nurturing of pre-school children

21.07 Hunting, Fishing, and Harvesting Leave

Subject to operational requirements, leave with pay to a maximum of ten (10) days per year may be granted on short notice to an employee in order to meet traditional hunting, fishing, or harvesting needs. Such leave shall not be unreasonably denied.

Compassionate Care Leave

21.08 The Employer shall grant an employee up to twenty-seven (27) weeks of compassionate care leave without pay to provide care or support to a family member of the employee if a health care practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within 26 weeks from:

- (a) The day the certificate is issued; or
- (b) If the leave was commenced before the certificate was issued, the day the leave was commenced.

21.09 When applying for compassionate care leave, the employee must advise the Employer of the expected duration of the leave. Compassionate care leave may be taken in separate periods but each period must be of not less than one week's duration.

21.10 Compassionate care leave ends after the 27th week on leave or after the week the family member dies, whichever comes first.

21.11 The aggregate amount of compassion care leave that may be taken by two or more employees working for the Employer, in respect of the care or support of the same family member, must not exceed twenty-seven (27) weeks.

ARTICLE 22 - HOURS OF WORK

- 22.01 Regular hours of work for bargaining unit members shall be from Monday to Friday inclusive as follows:
- (1) Office staff - 8:30 a.m. to 5:00 p.m., exclusive of a one (1) hour meal period.
 - (2) Maintenance staff - 8:00 a.m. to 5:00 p.m., exclusive of a one (1) hour meal period.
- 22.02 All employees shall be entitled to rest periods of fifteen (15) minutes duration twice per day commencing at or around the mid-point of the shifts.
- 22.03 In the event that an employee is unable to take their meal period due to operational requirements, the meal period will be taken at a later time. In the event that an employee is unable to take this meal period at all during the day, they will have the option of leaving work early at the end of the day, or claiming overtime in the amount of time worked due to missing the meal period.

ARTICLE 23 - OVERTIME

- 23.01 In this Article:
- (1) "Straight time rate" means the hourly rate of pay.
 - (2) "Time and one-half" means one and one-half times the straight time rate.
 - (3) "Double time" means twice the straight time rate.
- 23.02 An employee who is required to work overtime shall be paid overtime compensation for all overtime worked subject to a minimum payment of one (1) hour at the overtime rate.
- 23.03 Employees shall record starting and finishing times of overtime worked on a form determined by the Employer.
- 23.04 Allocation of Overtime
- (1) Subject to the operational requirements of the service the Employer shall make every reasonable effort:
 - (a) to allocate overtime work on an equitable basis among readily available qualified employees who are normally required in their regular duties to perform that work;
 - (b) to give employees who are required to work overtime reasonable advance notice of this requirement.
 - (2) Except in emergency situations, no employee shall be required to work overtime.
- 23.05 Subject to Article 23.02 an employee who is requested to work overtime shall be entitled to the appropriate rate described below.
- Overtime work shall be compensated as follows:
- (1) at time and one-half (1½X) for the first four hours of overtime worked, and
 - (2) at double time (2X) for all hours of overtime worked after the first four (4) consecutive hours of overtime and double time (2X) for all hours worked on a Sunday or Designated Paid Holiday
 - (3) Overtime shall be compensated in cash except where, upon request of an employee and with the approval of the Employer, or at the request of the Employer and the concurrence of the employee, overtime may be compensated in equivalent leave with

pay.

- 23.06 Where an employee is required to work three (3) or more hours of overtime immediately following their regularly scheduled hours of duty, and, because of the operational requirements of the service, the employee is not permitted to leave their place of work, the Employer will either provide the employee with a meal or meal allowance equal to the amount of the Dinner in accordance with the Duty Travel, Meals and Incidental Expenses (Article 40.05(a)).
- 23.07 Employees will not be required to escort tenants for medical reasons as a duty unless compensation is arranged for overtime pay.

ARTICLE 24 - PAY

24.01 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 Appendix A.

24.02 Employees shall be paid on every second Friday.

In the event there is delay in paying employees, emergency cheques will be issued to the extent of wages earned during that pay period.

Where cheques are distributed to employees at their place of work, they shall first have been placed in sealed envelopes.

The Employer shall deposit an employee's pay directly to the financial institution of the employee's choice when requested by the employee.

24.03 Employees who have earned overtime compensation or any other extra allowances in addition to their regular pay, should receive such remuneration in the pay period in which it was earned but in any event shall receive such remuneration on the following pay day.

When overtime compensation is paid, the pay statement shall indicate the pay periods, rate of overtime, and the number of overtime hours.

24.04 Acting Pay

- (1) When an employee performs the duties of a higher classification level on an acting basis, and when this is previously approved by the Employer, the employee shall be paid acting pay calculated from the date on which they commenced to act as if they had been appointed to that higher classification level for the period in which they act.
- (2) When a Designated Paid Holiday occurs on a day when the employee would otherwise be performing duties on an acting basis, the Designated Paid Holiday shall be considered as a day worked for purposes of acting pay.

24.05 Salary Increases

- (1) The Employer agrees to pay the negotiated salary increases to every employee not later than the month following the month in which this Agreement is signed and not later than the month following the month in which any subsequent salary increases become effective.
- (2) The Employer agrees to pay all retroactive remuneration for salary increases, overtime, acting pay and allowances not later than two months following the month in which the Agreement is signed.
- (3) Retroactive pay shall be issued on a separate cheque. In the event that retroactive pay is not issued in the time allotted in Clause (2) above, interest at prime rates will also be paid.

24.06 When an employee is appointed to a new position they shall be paid:

- (1) If the appointment constitutes a promotion as defined in Article 2.01(23) an increase in salary that is nearest to but not less than the difference between step I and step II of the new pay range.
- (2) If the appointment constitutes a transfer, at the rate nearest to, but not less than their former rate of pay; or

where the employee agrees to accept a transfer to a position, the maximum rate of pay of which is less than their present rate of pay, the employee shall be paid at the maximum rate of the new position to which they agree to be transferred.

24.07 Pay Recovery

- (1) When an employee has received more than their proper entitlement to wages or benefits, no continuing employee shall be subject to deductions in excess of twenty percent (20%) of the employee's net earnings per pay period.
- (2) 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.

ARTICLE 25 - REPORTING PAY

25.01 Insufficient Work

- (1) If an employee reports to work as scheduled and is advised by the Employer that there is insufficient or no work available the employee is entitled to four (4) hours pay at the straight time rate.
- (2) If an employee is directed to report to work on a day of rest or on a Designated Paid Holiday, and there is insufficient or no work available, they shall be entitled to four (4) hours pay at the appropriate overtime rate.
- (3) If an employee is directed to report for work outside of their regularly scheduled hours, they shall be paid the greater of:
 - (a) compensation at the appropriate overtime rate; or
 - (b) compensation equivalent to four (4) hours pay at the straight time rate.

ARTICLE 26 - CALL-BACK PAY

26.01 Compensation for Recall

- (1) When an employee is recalled to a place of work for a specific duty, they shall be paid the greater of:
 - (a) compensation at the appropriate overtime rate; or
 - (b) compensation equivalent to four (4) hours' pay at the straight-time rate.
- (2) Compensation for call-back shall be made either in pay or compensatory leave. If compensatory leave is chosen by the employee, it shall be taken at a time mutually agreeable to the Employer and employee.

26.02 When an employee reports to work for which they have been recalled under the conditions described in Clause 26.01 and uses their personal motor vehicle, they shall be reimbursed as follows:

For each call out during the Winter (October 1 - March 31) 23 (twenty-three) litres of gasoline;

For each call out during the Spring and Fall (April, May, June, Sept.) 14 (fourteen) litres of gasoline;

For each call out during the Summer (July and August) 9 litres of gasoline.

- 26.03 (1) Except in the case of an emergency, employees shall not be required to return to work on a call-back. When employees do return to work on a call-back, payment under this Article shall be made whether or not work is actually available and performed.
- (2) Subject to (a) above no employee shall be disciplined for being unable to return to work on a call-back.

ARTICLE 27 - SHIFT WORK

- 27.01 The Employer agrees that at least two (2) weeks prior to the implementation of any shifts, they will notify the Union with a view to negotiating a shift premium or other suitable arrangement. Should an agreement not be reached under this Article it may be referred to Arbitration.

ARTICLE 28 - TERM POSITIONS

- 28.01 Except with prior mutual agreement between the Union and the Employer, no term position may extend beyond two (2) years. Should the Employer wish a term position to extend beyond a period of two (2) years, that position must become a regular position which must be offered to the incumbent of the term position, and their seniority shall be the initial date of hire into their term position.

ARTICLE 29 - STANDBY

29.01 Standby

- (1) Where the Employer requires an employee to be available on standby during off-duty hours, an employee shall be entitled to a standby payment of thirty (30) minutes pay at the employee's regular rate of pay for each eight (8) consecutive hours or portion thereof that they are on standby, except on their days of rest and designated paid holidays.

For any period of standby on a day of rest or a designated paid holiday, the employee shall be paid forty five (45) minutes pay at the employee's regular rate of pay for each eight (8) hours or portion thereof that they are required to be on standby status.

- (2) An employee designated by letter or by list for standby duty shall be available during their period of Standby at a known telephone number and shall be available to return for duty as quickly as possible if called. In designating employees for Standby the Employer will endeavor to provide for the equitable distribution of standby duties among readily available qualified employees who are normally required, in their regular duties, to perform that work.
- (3) No standby payment shall be granted if an employee is unable to report for duty when required.
- (4) An employee on Standby who is required to report for work shall be paid, in addition to the standby pay, the appropriate overtime rate for all hours worked, subject to a minimum payment of four (4) hours pay at the straight time rate each time they report.
- (5) Except in the case of an emergency, standby schedules shall be posted fourteen (14) days in advance of the starting date of the new shift schedule.
- (6) No disciplinary action will be taken against an employee who is not available for Standby

Duty provided they provide advance notice or a reasonable explanation and identifies another employee who is prepared to cover their standby shift.

- 29.02 When an employee on Standby is required to report for work, and where with permission of the Employer, they use their personal motor vehicle, they shall receive the appropriate distance rate specified in the duty travel expenses Article.
- 29.03 At the request of an employee, an amount of standby pay will be calculated in order that it may be reflected in time off in lieu of standby payment.

ARTICLE 30 - TECHNOLOGICAL CHANGE

- 30.01 Both parties recognize the overall advantages of technological change. Both parties will therefore encourage and promote technological change and improvements.

With this in view, and recognizing the extensive lead time required for the selection, installation and provision of sophisticated equipment, the Employer agrees to provide as much advance notice as possible, but in no case less than one hundred and twenty (120) days, to the Union of any major technological change in equipment which would result in changes in the employment status or in this Agreement. In addition, the Employer agrees to consult with the Union with a view to resolving problems which may arise as a result of the introduction of such technological change, and should the parties not agree, the matter shall be referred to arbitration. The imposition of said technological change shall be postponed until an arbitral award is handed down.

In cases where employees may require retraining the Employer will make every reasonable effort to offer training courses.

ARTICLE 31 - PAY FOR TRAVEL ON BEHALF OF EMPLOYER

- 31.01 Where an employee is required to travel on behalf of the Employer, they shall be paid:
- (1) when the travel occurs on a regular workday, as though they were at work for all hours traveled;
 - (2) when the travel occurs on a day of rest or designated paid holiday, at the applicable overtime rate for all hours traveled, with a minimum of four (4) hours pay at the straight time rate and a maximum of eight (8) hours at the applicable overtime rate.
- 31.02 For the purpose of this Article, hours traveled includes a one (1) hour check-in period at airports, bus depots, or train stations, as well as a one (1) hour check-out period at each overnight stopover and at the final destination. Hours traveled also include time spent waiting for connecting flights, trains or buses, but is exclusive of overnight stopovers.
- 31.03 The Employer will make every reasonable effort to restrict travel outside of Fort Providence that requires absence from home beyond a period which includes two (2) weekends.
- 31.04 Where an employee is absent from home on a designated paid holiday or day of rest and does not work, they shall receive cash payment at time and one-half (1½) their rate of pay.
- 31.05 The above entitlements shall not apply to an apprentice while traveling to or from Trades School on a day of rest or designated paid holiday or while in attendance at Trades School.

ARTICLE 32 - LAY-OFF AND JOB SECURITY

- 32.01 Lay-offs will be made, when necessary, on the basis of reverse order of seniority within each classification of work.

In order to minimize the adverse effects of Lay-off, the Employer will provide retraining when practicable.

A person ceases to be a Lay-off, loses all seniority and is deemed terminated if they are not appointed to a position within twelve (12) months from the date on which they became a Lay-off.

32.02 Before an employee is laid off:

- (1) each such employee shall be given three (3) months notice in writing of the effective date of their lay-off or pay in lieu thereof;
- (2) every employee subject to lay-off shall, during the ninety (90) days' period of notice, be granted reasonable leave with pay for the purpose of being interviewed and examined by a prospective Employer and to such additional leave with pay as the Employer considers reasonable for the employee to travel to and from the place where their presence is so required.

32.03 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.

32.04 The Employer may retrain employees who would otherwise become redundant as a result of Employer planned termination and such retraining shall commence as soon as possible.

32.05 Cooling Off Period

An employee who wilfully terminates their employment as a result of a misunderstanding or argument shall be allowed to return to work and remain employed if they do so within one (1) working day.

An employee shall not be entitled to the benefit of the cooling off period more than once in each twelve (12) month period.

32.06 Recall from a lay-off will be made on the basis of seniority within each classification.

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

Where notice of recall is given personally, the Employer shall deliver 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 seven (7) days from the date of mailing.

32.08 The employee shall return to work within ten (10) working days of receipt of notice of recall, unless, on reasonable grounds, they are unable to do so. Inability to communicate shall be considered as reasonable grounds.

Severance Pay

32.09 Lay-off

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.

32.10 In the case of an employee who is laid off for the first time following the signing of this Agreement, the amount of Severance Pay shall be one (1) week pay for each complete year of continuous employment. The total amount of Severance Pay which may be paid under this Clause shall not exceed twenty-eight (28) weeks pay.

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

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

32.13 Resignation

An employee who resigns after four (4) years of continuous employment is entitled to be paid Severance Pay on resignation in accordance with the following formula:

$$\frac{\text{number of years of service} \times \text{weekly rate of pay on resignation}}{2}$$

less any period of continuous employment in respect of which Severance Pay was previously granted, to a maximum of thirteen (13) weeks pay.

32.14 Retirement and Termination for Health Reasons

- (1) This Clause shall apply to an employee:
 - (a) who retires from the Fort Providence Housing Association; or
 - (b) whose employment is terminated as a result of a recommendation made to the Employer that the employee was incapable of performing their duties because of chronically poor health.
- (2) When employment terminates for either of the reasons stated in (1) above, the employee shall be paid Severance Pay equal to the product obtained by multiplying their weekly rate of pay on termination of employment by the number of completed years of their continuous employment to a maximum of fifteen (15), less any period of continuous employment in respect of which Severance Pay was previously granted.
- (3) When employment terminates for either of the reasons stated in (1), the employee shall have the right to waive their entitlement to Severance Pay and, in lieu thereof, be granted an equivalent period of leave with pay.

32.15 There shall be no lay-off of any employee during the life of this Agreement except for lay-off resulting from lack of work or lack of funding.

ARTICLE 33 – JOB DESCRIPTIONS

33.01 When an employee is first hired or when an employee is reassigned to another position in the bargaining unit, the Employer shall, before the employee is assigned to that position, provide the employee with a current and accurate written job description of the position to which they are assigned.

33.02 Upon written request, an employee shall be given a complete and current job description and responsibilities of their position.

ARTICLE 34 - EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

34.01 When a formal review of an employee's performance is made, the employee concerned shall be given the opportunity to discuss then sign the review form in question to indicate that its contents have been read and understood. The employee shall also be given the opportunity to provide written comments to be attached to their performance appraisal and may use the grievance procedure in Article 36 to correct any factual inaccuracies in their performance appraisal.

The formal review of an employee's performance shall also incorporate an opportunity for the employee to state their career development goals and request any training, in-service training, re-

training, or any facets of career development which may be available.

- 34.02 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.
- 34.03 Any document or written statement related to disciplinary action which may have been placed on the Personnel file of an employee shall be destroyed after fifteen (15) months has elapsed since the disciplinary action was taken provided that no further disciplinary action of a similar nature has been recorded during this period.
- 34.04 Upon written request of an employee, the personnel file of that employee shall be made available for their examination at reasonable times in the presence of an authorized representative of the Employer.
- 34.05 The Employer's representative who assesses an employee's performance must have observed the employee's performance for at least one-half (½) of the period for which the employee's performance is evaluated.

Where an employee is required to attend a meeting with the Employer to deal with matters that are of a disciplinary nature, the employee shall have the right to have a representative of the Union in attendance. The Employer must advise the employee of their right to be accompanied by their representative and give the employee reasonable time to have their representative present.

Only one file per employee for the purposes of performance evaluation or discipline shall exist.

The Employer agrees that communications between an employee and their representative are privileged and confidential.

ARTICLE 35 - CLASSIFICATION

- 35.01 During the term of this Agreement, if a new or revised classification standard is implemented by the Employer, the Employer shall before applying the new or revised classification standard, negotiate with the Union the rates of pay and the rules affecting the pay of employees for the classifications affected. If the parties fail to reach agreement within ninety (90) days from the date on which the Employer submits the new or revised standard to the Union, the Employer may apply the new rates of pay and the Union may refer the matter to arbitration. The arbitrator's decision will be retroactive to the date of application of the new rates.

ARTICLE 36 - ADJUSTMENT OF DISPUTES

- 36.01 The Employer and the Union recognize that grievances may arise in each of the following circumstances:
 - (1) by the interpretation, application, administration or alleged violation of:
 - (a) a direction or other instrument made or issued by the Employer dealing with terms or conditions of employment; or
 - (b) a provision of this Agreement or Arbitral Award; and
 - (2) disciplinary action resulting in demotion, suspension, or a financial penalty;
 - (3) dismissal; and
 - (4) letters of discipline placed on personnel file.
- 36.02 If the employee so desires, they may be assisted and represented by the Union when presenting

- a grievance at any level.
- 36.03 An employee who wishes to present a grievance at any prescribed level in the grievance procedure, shall transmit this grievance to their immediate supervisor who shall forthwith:
- (1) forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate level; and
 - (2) provide the employee with a receipt stating the date on which the grievance was received by them.
- 36.04 Except as otherwise provided in this Agreement a grievance shall be processed by recourse to the following steps:
- (1) First Level (Housing Manager)
 - (2) Second Level (Board of Directors)
 - (3) Final Level (Arbitration)
- 36.05 The Union shall have the right to consult with the Employer with respect to a grievance at each level of the grievance procedure.
- 36.06 An employee may present a grievance to the first level of the procedure in the manner prescribed in Clause 36.03 not later than twenty-five (25) calendar days after the date on which they are notified orally or in writing or on which they first becomes aware of the action or circumstances giving rise to the grievance.
- 36.07 The Employer shall reply in writing to an employee's grievance within fourteen (14) calendar days at First Level, and within thirty (30) calendar days at Second Level.
- 36.08 An employee or the Union may present a grievance at each succeeding level in the grievance procedure beyond the First Level,
- (1) where the decision or settlement is not satisfactory to the grievor, within fourteen (14) calendar days after that decision or settlement has been conveyed in writing to the grievor by the Employer, or;
 - (2) where the Employer has not conveyed a decision to the grievor within the time prescribed in Clause 36.07 within fourteen (14) calendar days after the day the reply was due.
- 36.09 Where an employee has been represented by the Union in the presentation of their grievance, the Employer will provide the appropriate representative of the Union with a copy of the Employer's decision at each level of the grievance procedure at the same time that the Employer's decision is conveyed to the employee.
- 36.10 When an employee is dismissed, they shall be given notice in writing, together with the reasons therefore within twenty-four (24) hours. When the Employer dismisses an employee the grievance procedures shall apply except that the grievance may be presented at the Final Level.
- 36.11 The Union shall have the right to initiate and present a grievance on any matter as per the method outlined in the grievance procedure.
- 36.12 An employee shall have the right to present a grievance on matters relating to the application or interpretation of this Agreement provided they first obtains the authorization of the Union prior to presenting such grievance.
- 36.13 An employee may, by written notice to the Housing Manager, withdraw a grievance provided that, where the grievance is one arising out of the application or interpretation of this Agreement their withdrawal has the approval, in writing, of the Union.

36.14 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. Grievances that are not presented at any level of the grievance procedure within the time limits set out in the procedure shall be considered abandoned.

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

Arbitration

36.16 Should the grievance not be resolved following Second Level either party may, by written notice to the other party, refer the matter to arbitration.

36.17 Single Arbitrator

- (a) The parties agree that arbitration referred to in Article 36.16 shall be by a single arbitrator.
- (b) The parties will attempt to come to an agreement on the selection of an Arbitrator within thirty (30) calendar days of the date on which notification by either party to submit the difference or allegation to arbitration was made, or such further period as may be mutually agreed upon by the parties.
- (c) In the event that the Employer and the Union are unable to agree upon the selection of the Arbitrator, the Minister of Labour of Canada shall be requested to appoint an Arbitrator, and it is agreed that the Arbitrator so appointed shall act as the single Arbitrator.

36.18 Power of the Arbitrator

- (1) The arbitrator has all of the powers granted to arbitrators under the Canada Labour Code Part I in addition to any powers which are contained in this Agreement.
- (2) The arbitrator shall hear and determine the difference or allegation and shall issue a written decision and the decision is final and binding upon the parties and upon any employee affected by it.
- (3) The award of the arbitrator shall be signed by them and copies thereof shall be transmitted to the parties to the dispute within three months of the hearing.

36.19 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, or to increase or decrease wages.

36.20 The Employer and the Union shall each pay one-half (½) of the remuneration and expenses of the arbitrator and each party shall bear its own expenses of every such arbitration.

36.21 Where a party has failed to comply with any of the terms of the decision of the arbitrator, either party or the employee affected by the decision may, after the expiration of fourteen (14) calendar days from the date of the receipt of the decision or the date provided in the decision for compliance, whichever is later, file in the office of the Clerk of the Federal Court of Canada, a copy of the decision, exclusive of the reason therefore in the prescribed form, whereupon the decision may be entered in the same way as the judgement or an order of that court and may be enforceable as such.

36.22 In addition to the powers granted to arbitrators under the Provision of the Canada Labour Code Part I the Arbitrator may determine that the employee has been dismissed for other than proper cause and they may:

- (1) direct the Employer to reinstate the employee and pay to the employee a sum equal to their wages lost by reason of their dismissal, or such less sum as in the opinion of the arbitrator is fair and reasonable; or

- (2) make such order as they consider fair and reasonable having regard to the terms of this Agreement.

36.23 The Labour/Management Committee shall have four days to attempt to resolve any matter prior to it being referred to arbitration.

ARTICLE 37 - NO CONTRACTING OUT

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

ARTICLE 38 - LABOUR/MANAGEMENT COMMITTEE

38.01 A Labour/Management Committee will be formed to consult on matters of Safety and Health, the employee Assistance Program, and other matters of mutual interest.

38.02 The Labour/Management Committee shall be comprised of equal representation of the Union and the Employer, with each party choosing their respective representatives.

38.03 The Committee will meet at any time at the request of either party, but in any event will meet at least once every second month.

38.04 In matters of Safety and Health, the Committee will follow the following provisions:

(1) Right to Refuse Dangerous Work

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 they have reasonable grounds to believe are dangerous to their 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 the employee otherwise, or until the NWT Safety Officer or their designated representative have investigated the matter and advised the employee otherwise.

(b) No loss of wages or discriminatory action shall be taken against any worker by reason of the fact that they exercised the right conferred upon them in this section. No other employee shall be assigned to use or operate any machine, device, material or thing or perform any part of the work which is being investigated pending resolution of the situation.

(2) First Aid/First Aid Training

The Committee should ensure that employees can obtain the assistance of a first aid attendant easily and rapidly in all workplaces.

The Committee should provide first aid kits in all establishments, including third party premises, keep the said kits in good condition and make them accessible and available to employees at all times.

A list of all first aid attendants and the locations in which they may be found shall be posted in all establishments as determined by the Committee.

(3) First Aid Training

The Employer will encourage employees to take first aid courses and will assume the costs of such courses and also the costs of refresher courses required to maintain the validity of a certificate. Employees taking first aid training shall be granted leave with pay for the duration of the courses.

(4) Transportation of Injured Workers

The Employer shall provide, at no expense to the employee, appropriate transportation to the nearest physician or medical facility and from there to their home or place of work depending on the decision of the attending physician, when such services are immediately required for an employee as a result of injury or serious ailment occurring in the workplace. If the employee receives compensation from any source for expenses incurred on the employee's behalf by the Employer in such a situation, the Employer may recover that amount from the employee.

(5) Occupational Health Examinations

- (a) Where the Employer requires an employee to undergo an occupational health examination by a qualified practitioner, chosen by the employee, the examination will be conducted at no expense to the employee.
- (b) An employee shall be granted leave with pay to attend the examination and the Employer shall assume the cost of any travel expenses.
- (c) All occupational health information, forms and records transmitted or used in connection with these occupational health examinations will be conveyed to the employee involved and maintained in a medical confidential status and retained within the medical community.

(6) The work environment will be monitored and where a problem is perceived by the Committee it shall be investigated and remedied as appropriate.

(7) Protective Clothing and Equipment

The Employer shall provide and pay for all protective devices, clothing and other equipment necessary to properly protect employees from injury and unhealthy conditions. The Employer shall make provisions for the proper cleaning and maintenance of all safety equipment, devices and clothing at no cost to the employees.

38.05 The Right to Know

(1) Hazard Identification

The Employer shall identify in writing in all appropriate languages, new or presently used chemicals, substances or equipment present in the work area including hazards or suspected hazards, precautions and antidotes or procedures to be followed following exposure.

(2) Information and Investigations Concerning Health Hazards and Work Injuries

(a) The Committee shall conduct such investigations as may be necessary to determine the circumstances surrounding work injuries and health hazards arising. Such investigations shall be conducted in the presence of Committee members.

Reports of these investigations shall be submitted to the Committee as well as to the Union Representative and the Employer, who may request further information from the person(s) who conducted the investigation.

(b) If the Employer receives a copy of the report of injury it shall be passed on to the Union.

(3) Provision of Legislation or Employer's Policies

The Employer shall make available an updated copy of the Safety Act and regulations.

Employee Assistance Program

- 38.06 In matters of the Employee Assistance Program, the Labour/Management Committee shall concern itself with poor work performance resulting from suspected alcohol or drug addiction.
- 38.07 Should this item of business arise during a Labour/Management Committee meeting, the Committee will deal with the matter confidentially taking into consideration the following provisions:
- (1) That alcohol and drug addictions are medical disorders, and
 - (2) That an employee should be encouraged to remedy a disorder due to an addiction, and
 - (3) That benefits normally extended to employees during the time of illness shall be extended to an employee suffering from an addiction at such a time that they seek to correct this disorder, and
 - (4) That the decision to undertake treatment is the responsibility of the employee, and
 - (5) That the decision to seek treatment will not affect job security, and
- (5) That matters pertaining to an employee seeking treatment will be treated as strictly confidential.

ARTICLE 39 - WEATHER CONDITIONS

- 39.01 The Labour/Management Committee will discuss the matter of weather conditions with a view to establishing a policy whereby employees reporting late to work, not reporting to work, or not being required to perform their outdoor functions will not effect their receiving pay for that day.

ARTICLE 40 - DUTY TRAVEL

- 40.01 An employee who is authorized to travel on Employer business will be reimbursed for reasonable expenses incurred.

40.02 Entitlement

The entitlements set out hereunder are subject to limitations in Clauses 40.05, 40.07 and 40.08. Where the expenses for meals, lodging and other items cannot be kept within the entitlements laid down in this Article, the claimant must explain the circumstances on their claim and justify actual expenses by receipts.

40.03 Transportation

The cost of transportation is authorized as follows:

- (1) economy air (employees may be entitled to travel first class if proof is provided that economy air was not available on a required flight);
- (2) privately owned car (refer to Clause 40.10);
- (3) chartered aircraft;
- (4) rented or hired cars - where this is the most reasonable or economical means of travel. employees renting vehicles are to ensure that the rental charge includes an item for cost of insurance coverage for damage to the vehicle and that there is insurance against all liability.

40.04 Accommodation

- (1) Commercial Accommodation (Not Exceeding Fifteen (15) Calendar Days) - employees will be reimbursed for actual costs of authorized accommodation. Where possible employees shall use hotels which provide special rates for Company employees. When making a reservation with a listed hotel, it should be clearly indicated that the accommodation is for a Company employee in travel status and is to be at the Housing Association agreed rate. Commercial accommodation expenses must be accompanied by receipts.
- (2) Accommodation for periods in excess of Fifteen (15) calendar days - Normally the employee will be expected to make appropriate arrangements for suitable rental accommodation at weekly or monthly rates. This should be arranged prior to the start of the period in travel status or shortly after arrival.
- (3) Non-Commercial Accommodation - where employees make private arrangements for overnight accommodation, they may claim \$50.00 for each night. This rate will be adjusted as the Federal rate is changed.
- (4) Employer Accommodation - employees on extended trips may be provided with temporary accommodation at the discretion of the Employer. Employees who obtain such lodging are not entitled to the \$50.00 non-commercial accommodation allowance referred to in 40.04(3), and are financially responsible for any damage incurred. Employees provided with this accommodation are not required to pay rent if they are in receipt of a private accommodation allowance or are paying rent at their usual place of residence.
- (5) No distance allowance will be paid to an employee when traveling with another individual who is receiving a distance allowance from another employer or source.

40.05 Meals and Incidental Expenses

- (1) Expenses claimed under this heading are for the cost of meals consumed and for such incidental expenses as tips to miscellaneous service personnel, etc. For periods of duty travel not exceeding fifteen (15) calendar days, a per diem rate of \$133.85 will be paid. In the event an employee is in travel status for a part day only, the following amounts may be claimed:

(a) Breakfast	\$26.00
(b) Lunch	\$28.20
(c) Dinner	\$62.35
(d) Incidentals	\$17.30

The per diem and the rates listed in (a) to (d) shall increase as the Government of the Northwest Territories rates increase.

If meals are provided as part of the cost of transportation, they cannot be claimed for by the employee.

NOTE: Where the actual cost of meals and services exceeds the maximum allowance, and where the reason for this excess can be justified, and the expenses supported by receipts (cost of meals is not to be included on hotel bill), the employee will be reimbursed for the actual expense incurred. Where receipts cannot be provided, reimbursement will be made for the meal allowances outlined above.

- (2) Except in communities where housekeeping units or reasonable room and board are not available, when travel status extends beyond fifteen (15) calendar days in one location, the maximum amount claimable for meals shall be reduced to \$15.00 per day inclusive for all days in excess of fifteen (15) calendar days.

- (3) An employee may not be treated as in travel status if they are appointed to the establishment of one headquarters area, but their duties are carried out at another location during the major portion of the time or continuously.
- (4) Where the return trip is made in one day, the amount claimable shall be on the basis of meals only.

40.06 Other Expenses

- (1) Employees may be reimbursed for:
 - (a) long distance telephone calls of an official nature providing that an explanation is provided. Where an employee is required to remain absent from their home over a weekend, and has been on continuous travel status for two (2) or more days preceding the weekend, they shall be reimbursed for a personal long distance call not to exceed five (5) minutes (to be supported by receipts where available);
 - (b) baggage - for storage and excess baggage charges where this is in the performance of duty and a satisfactory explanation is provided;
 - (c) taxis - the use of taxis must be explained except where the purpose is self-evident. Taxis should not be authorized for repeated trips between the same place where convenient public transportation is available.
 - (d) laundry - after two (2) consecutive days on duty travel, a maximum of \$2.00 per day for each subsequent day supported by receipts in all cases.
 - (e) local phone calls for business purposes.
 - (f) payment of casual wages for service personnel where a satisfactory explanation is provided, not to exceed \$50.00.
 - (g) Child care expenses - employees may be reimbursed a maximum of \$50.00 per day per child upon provision of receipts, if the employee, due to the requirement to travel on behalf of the Employer, incurs child care expenses which exceed those which would have normally been incurred.

Limitations

40.07 Notwithstanding Clause 40.06(f), no item of "other expenses" or transportation in excess of ten dollars (\$10.00) will be reimbursed unless it is supported by a receipt.

40.08 The following expenses will not be allowed:

- (1) purchase of briefcases, fountain pens, tools or any other supplies or equipment;
- (2) purchases of a personal nature, such as baggage, clothing, etc.
- (3) subject to Clause 40.06(a), telephone, telegraph, cable, or radio messages of a personal nature except in the case of unavoidable delay in arrival home;
- (4) expenses of any kind incurred during stopovers for personal reasons or during periods of leave, with or without pay;
- (5) any losses of money or of personal belongings.

40.09 Procedure

- (1) The Employer shall authorize Duty Travel by signing the Travel Authorization and Expense Claim before the start of the trip.

- (2) This form is to be submitted as a request for an advance of travel expenses where this is required.
- (3) All requests for advances should be submitted at least three (3) working days before the trip commences.
- (4) The form will be returned to the claimant along with the cheque for the advance.
- (5) Within ten (10) days of completing the trip, the employee shall submit their claim for expenses on the pre-authorized form for approval by the Employer along with a personal cheque to cover any amount by which the travel advance exceeds the total of the claim.
- (6) No employee is allowed to have more than one travel advance outstanding at any one time, unless circumstances indicate the need for two. Failure to comply with this regulation will result in automatic payroll deductions being initiated for the total amount of the advance.

40.10 Travel by Privately Owned Car

- (1) The Employer will reimburse an employee who, with prior authority, uses a privately owned car for necessary travel on Employer business or on removal.
- (2) The use of a privately owned car shall not be authorized when, because of the additional time involved, commercial transportation would be more reasonable and practicable.
- (3) When the total cost of the trip, including the cost of meals, lodging and incidental expenses exceeds the cost of the same journey by ordinary commercial means, reimbursement shall be limited to the commercial cost.

40.11 Entitlements

Where the use of a privately owned car is authorized, the Employee shall be entitled to the same entitlements as provided by the Government of the Northwest Territories for its employees for the use of their own privately owned car for the purposes of duty travel at the same rates, as well as reimbursement for ferry, bridge, road and tunnel tolls, parking and other reasonable travel expenses.

40.12 Limitations

The following limitations shall apply:

- (1) persons not covered by personal insurance shall not be authorized to use a private car on Employer business;
- (2) the Employer will not pay for any additional cost of insurance which may be required on the employee's car by reason of using it on Employer business;
- (3) the distance allowance for enroute travel shall be calculated:
 - (a) for enroute travel, on distances given in the Canadian Warehousing Official Distance Guide, where these are listed, e.g. Yellowknife to Edmonton - 1,514 km. (938 miles);
 - (b) for other enroute distances, on the generally accepted kilometrages for the most direct route.
- (4) no additional distance allowance will be paid where other employees on duty are carried as passengers.
- (5) no distance allowance will be paid to an employee when traveling with another individual

who is receiving a distance allowance from another employer or source.

40.13 The Employer will not pay any claims for damage, loss or liability incurred by an employee while driving an automobile on Employers business other than those claimed under the Workers' Safety and Compensation Commission.

40.14 Procedure

- (1) The Employer shall authorize distance allowance by signing the Travel Authorization and Expense Claim before the start of the trip.
- (2) Upon completion of the trip, the claim shall:
 - (a) be completed by the employee;
 - (b) be supported by receipts for lodging, etc. (where applicable);
 - (c) show separately details of:
 - (i) enroute kilometrages;
 - (ii) business kilometrages (if any) in lieu of taxis at destination;
 - (d) be submitted to the Employer for approval and payment.

40.15 Insurance

The Employer carries liability insurance covering public liability and property damage for non-owned aircraft. The Employer will not pay any claims for damage, loss or liability while flying an aircraft on Employer business other than those claimed under the Workers' Safety and Compensation Commission. The Employer only pays for damage caused by the non-owned aircraft and not damage to the aircraft or injury to persons on board the aircraft.

40.16 Limitation

When the total cost of the trip including the cost of meals, lodging and incidental expenses exceeds the cost of the same journey by ordinary commercial means, reimbursement shall be limited to the commercial cost.

40.17 Headquarters Travel

The Employer will reimburse employees for unusual transportation expenses necessarily incurred while carrying out their duties within their headquarters area.

40.18 Entitlement

Subject to the Employer's approval, payment shall be made for transportation in the headquarters area of the employee in the following circumstances:

- (1) for a taxi between home and place of duty where the employee is required to work after normal hours and circumstances such as the combination of late hours, weather and distance make it unreasonable to use their normal means of getting to or from work;
- (2) where transportation is necessary for such reasons, as the carrying of bulky documents or because of the time factor and the method chosen is the most economical under the circumstances.

40.19 Where a privately owned car is authorized for unusual transportation purposes within the headquarters area, entitlement will be as set out in Clause 40.12.

40.20 Limitations

Except with the prior approval of the Employer, no payment shall be made for daily transportation expenses within a headquarters area between the home of an employee and their place of duty.

- 40.21 Entitlements under this Article will be increased in Accordance with improvements to the GNWT Collective Agreement.

ARTICLE 41 – TRAINING AND EDUCATION LEAVE

- 41.01 Full financial assistance in respect of salary, tuition, traveling, and other expenses shall be granted during a short term leave for training purposes:

- (1) where the employee has become technically obsolete and requires retraining to satisfactorily carry out the work assigned to them; or
- (2) where the courses are required to keep the employee abreast of new knowledge and techniques in their field of work; or
- (3) where qualified persons cannot be recruited to carry out essential work and it is necessary to train present employees.

- 41.02 The Employer will grant full financial assistance for courses of up to four (4) weeks duration and will grant partial financial assistance for courses of a duration of more than for (4) weeks.

- 41.03 When an employee provides the Employer with evidence that they have successfully completed a course the Employer shall reimburse the employee for tuition fees paid by them with respect to the course if the course is of value to the employee's work, does not require the employee to absent from duty and has the prior approval of the Employer.

- 41.04 Where a request for leave under Clause 41.01 and 41.02 has been submitted by an employee, the Employer shall, within sixty (60) calendar days from the date of the employee's submission, advise the employee whether their request has been approved or denied.

- 41.05 When the Employer requires employees to attend training, the training will be offered on an equitable basis to all employees who are required by the Employer to attend the training.

- 41.06 Education Leave Without Pay

The Employer recognizes the usefulness of education leave. Upon written application by the employee and with the approval of the Employer, an employee may be granted education leave without pay for varying periods of up to one (1) year, which can be renewed by mutual agreement, to attend a recognized institution for studies in some field of education in which preparation is needed to fill their present role more adequately or to undertake studies in some field in order to provide a service which the Employer requires or is planning to provide.

At the Employer's discretion, an employee on education leave without pay under this Article may receive an allowance in lieu of salary of up to one hundred percent (100%) of their annual rate of pay as provided in Appendix "A" of this Agreement, depending on the degree to which the educational leave is deemed, by the Employer, to be relevant to organizational requirements. Where the employee receives a grant, bursary or scholarship, the education leave allowance may be reduced. In such cases, the amount of reduction shall not exceed the amount of the grant, bursary or scholarship.

Allowances already being received by the employee may, at the discretion of the Employer, be continued during the period of education leave. The employee shall be notified when the leave is approved whether such allowances are to be continued in whole or in part.

ARTICLE 42 - CIVIL LIABILITY

- 42.01 If an action or proceeding is brought against any employee or former employee covered by this Agreement for an alleged tort committed by them in the performance of their duties, then:
- (1) the employee, upon being served with any legal process, or upon receipt of any action or proceeding as hereinbefore referred to, being commenced against them shall advise the Housing Manager of any such notification or legal process; and
 - (2) the Employer shall pay any damages or costs awarded against any such employee in any such action or proceedings and all legal fees, and/or;
 - (3) the Employer shall pay any sum required to be paid by such employee in connection with the settlement of any claim made against such employee provided the conduct of the employee which gave rise to the action did not constitute a gross disregard or gross neglect of their duty as an employee; and
 - (4) upon the employee notifying the Employer in accordance with paragraph (1) above, the Employer shall appoint counsel. The employee agrees to cooperate fully with appointed counsel.

ARTICLE 43 - SUSPENSION AND DISCIPLINE

- 43.01 The Employer shall have the right to suspend with or without pay and/or discharge an employee for just and sufficient cause. Prior to suspending or discharging an employee, the Employer shall examine all mitigating factors.
- 43.02 When employees are to be suspended or discharged from duty, the Employer shall notify the employee in writing of the reasons for such suspension or discharge within twenty-four (24) hours of the suspension in sufficient detail that the employee may defend themselves against it.
- 43.03 The Employer shall notify the local representative of the Union that such suspension or discharge has occurred or is to occur.
- 43.04 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 a representative of the Union attend the meeting.
- 43.05 In the event of a suspension without pay of thirty (30) days or longer or termination, the Labour/Management Committee shall meet to review the disciplinary action and shall attempt to resolve the matter within four (4) days of the disciplinary action.

ARTICLE 44 - VACANCIES, JOB POSTING, PROMOTIONS, AND TRANSFERS

- 44.01 Every vacancy for positions expected to be of more than four (4) months duration and every newly-created position shall be posted on the Union notice Board. The job posting shall state the job classification, rate of pay, and required qualifications of the job. An Employee who wishes to apply for a position so posted shall do so on or before the closing date as advertised on the posting.
- 44.02 Seniority shall be the governing factor in determining promotions, demotions, order of lay-off and order of recall, and filling of jobs after posting, providing that the most senior employee possesses the required qualifications and ability to perform the normal requirements of the job.
- (1) Ability to do the job means ability to perform the normal requirements of the job following an appropriate familiarization period or following an appropriate training and trial period of one (1) months duration.
 - (2) Within the one (1) month familiarization period as specified in (1) above, the employee may notify the Employer of their desire to revert to their former position. The Employer

shall facilitate this request within a reasonable period of time.

- (3) At the end of the one (1) month familiarization period as specified in (1) above, the Employer may determine that the employee is unsuitable for this position and in this instance may return the employee to their previous position.
- 44.03 No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is transferred to a position outside the bargaining unit, they shall retain their seniority accumulated up to the date of leaving the unit, but will not accumulate further seniority. Such employee shall have the right to return to a position in the bargaining unit consistent with their seniority accumulated up to the date of transfer outside the unit.
- 44.04 No employee shall be transferred to another position within the bargaining unit without their consent.
- 44.05 New employees shall not be hired when there are employees on lay-off who are qualified and willing to perform the job.

ARTICLE 45 - INSURANCE BENEFITS

- 45.01 The Employer shall provide the following benefits:
- (1) registered retirement savings plan: the Employer will make 8% matching contributions into a plan accessible by the employees,
 - (2) group insurance plan,
 - (3) life insurance,
 - (4) accident insurance,
 - (5) long term disability insurance (premiums are to be shared between Employer and employee)
 - (6) short term disability insurance (premiums are to be shared between Employer and employee) and;
 - (7) dental care insurance, optional to the Employee if they so choose (premiums are to be cost shared between Employer and Employee).
- 45.02 All issues concerning benefits, including premiums and entitlement to benefits shall be determined by the benefit provider.

ARTICLE 46 - TRADES

46.01 Wash-up Time

Labour and trades employees shall be permitted paid wash-up time to a maximum of ten (10) minutes at the conclusion of each shift. In unusual circumstances this period may be extended by the employee's supervisor to a maximum of fifteen (15) minutes.

46.02 Work Clothing and Protective Equipment

The following Articles shall be provided to each maintenance employee at no cost:

- (1) two (2) pairs of summer coveralls
- (2) two (2) pairs of winter coveralls

- (3) one (1) pair of summer safety boots
- (4) hard hats
- (5) gloves
- (6) insulated winter safety boots

These articles shall be replaced by the Employer when they are presented as worn or damaged.

46.03 The Employer will ensure that the following articles are provided in the shop for the use of employees as required:

- (1) aprons
- (2) welding goggles - to be provided as it becomes necessary
- (3) dust protection
- (4) eye protection
- (5) ear protection

46.04 Adverse Weather Conditions

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

46.05 Compensation for Tools and Equipment

The Employer agrees to replace worn out tools used and owned by Journey-level Tradespersons and Apprentices in the regular performance of their work. Whenever replacement is made, the new tool will be of a similar quality as the initial tool. In situations where highly specialized tools not normally associated with a Journey-level Tradesperson's tool kit are required, they will be provided by the Employer, who will retain ownership of them. The Employer shall assist employees in the purchase of tools and equipment used in the performance of their duties to the extent that employees shall be able to purchase these tools and equipment through the Employer and at the Employers cost price. The Employer will continue the current practice of providing shop tools.

46.06 Should an employee be required to plug a vehicle into their residence during stand-by, they will be paid the actual costs of electricity used.

The Labour/Management committee will decide upon the actual per kilowatt hour usage and ensure that the appropriate energy conservation measures are taken.

ARTICLE 47 - APPRENTICES

47.01 The following are agreed upon terms and conditions of employment for employees engaged as apprentices.

- (1) The Apprenticeship, Trades and Occupations Certification Act and pursuant regulations shall apply to all apprentices. A copy of the applicable regulations shall be supplied to the apprentice upon appointment.
- (2) Apprenticeship Training programs shall be those designated under the Apprenticeship, Trade and Occupations Certification Act.
- (3) Pay increases shall not be automatic but will be based upon levels of certification pursuant to the Apprenticeship, Trades and Occupations Certification Act and shall be effective from the date of certification.

- (4) Apprentice rates will be based on a percentage of the appropriate Journey-level Tradesperson's 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% |
|--------|-----|
- (5) The Employer will pay the following expenses of the apprentice while attending trade courses:
- (a) one hundred (100%) percent of current wages. The employee will apply for Employment Insurance for the period that they are on course, and will refund monies received by the Canada Employment and Immigration Center to the Employer.
 - (b) The mileage expense specified in the duty travel Article of this Agreement for the purpose of traveling to and from trades school.
 - (c) The tool deposit required while at trade school.
- (6) Apprentices shall be entitled to the benefits, terms and conditions of employment of this Agreement while working and while on course.
- (7) Apprentices successfully completing their apprenticeship will be given preference in hiring on job vacancies. Where an Apprentice, after completing their Apprenticeship, is hired directly to a job vacancy, all time spent as an Apprentice shall count towards continuous employment with the Employer.

ARTICLE 48 - CREDIT FOR PREVIOUS EXPERIENCE

48.01 Wage rates for new and rehired employees shall be established as follows, if applicable:

- (1) Employees who have previously been employed with the Employer shall receive one hundred (100) percent credit for previous experience if they are rehired within two (2) years of their termination with the Employer.
- (2) For an employee who has gained related experience elsewhere, their related experience shall be taken into consideration by the Employer when determining their starting increment level.

ARTICLE 49 - UTILITY ALLOWANCE

49.01 All employees shall receive a utility allowance of three hundred dollars (\$300.00) per month.

ARTICLE 50 - HOUSING ALLOWANCE

50.01 Employees maintaining and living in privately owned housing shall receive a Housing Allowance of four hundred and fifty dollars (\$450.00) per month.

50.02 Employees living in public housing shall receive the housing allowance when their rent reaches the "market rent" level.

ARTICLE 51 - SETTLEMENT ALLOWANCE

51.01 The Employer agrees to pay to each employee an annual settlement allowance of \$1492.00 (one thousand four hundred and ninety two).

51.02 Annual settlement allowance will be paid to all employees.

51.03 Full time employees will receive a settlement allowance in equal amounts on a biweekly basis. Casual, part-time, and seasonal employees will be paid the settlement allowance prorated to an hourly rate.

51.04 The amount of settlement allowance shall be clearly identified on the employees pay stub.

ARTICLE 53 – NORTHERN ALLOWANCE

52.01 Effective April 1st, 2019, a Northern Allowance will be paid to every newly-hired permanent and term employees. This allowance shall be in the amount set out, and as amended, for Fort Providence in the Collective Agreement between the Union of Northern Workers and the Government of the Northwest Territories. This allowance shall be paid bi-weekly for all regular work hours. Thirty-five percent (35%) of an employee's Northern Allowance shall be designated as a travel allowance pursuant to the Income Tax Act.

52.02 All employees already employed by the Employer on April 1st, 2019 will continue to receive Vacation Travel Allowance, Utility Allowance, Housing Allowance and Settlement Allowance at the rates set out in the present collective agreement.

ARTICLE 53 - SUMMER STUDENTS

53.01 The Employer may hire summer students. These students shall not be members of the bargaining unit. These students shall not be used to replace members of the bargaining unit.

ARTICLE 54 - SOCIAL JUSTICE FUND

54.01 The Employer shall remit to the Alliance Social Justice Fund the sum of \$200 per year payable the 1st of April every year. Contributions to the Fund are to be utilized strictly for the purposes specified in the Letters Patent of the Alliance Social Justice Fund.

ARTICLE 55 - RE-OPENER OF AGREEMENT AND MUTUAL DISCUSSIONS

55.01 Re-opener of Agreement

This Agreement may be amended by mutual consent.

55.02 Mutual Discussions

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

ARTICLE 56 - DURATION AND RENEWAL

56.01 The term of this Agreement shall be from April 1, 2018 to March 31, 2022.

56.02 Notwithstanding Article 55.01, the provisions of this Agreement, including the provisions for the adjustments of disputes in Article 36 shall remain in effect during the negotiations for its renewal and until a new Agreement becomes effective, or until the provisions of Section 89(1) of the *Canada Labour Code* have been complied with.

56.03 Within the period of four (4) months immediately preceding the date of expiration of the term of this Agreement, either party to this Agreement may, by written notice, require the other party to commence bargaining collectively with a view to the conclusion, renewal or revision of this Agreement in accordance with Section 49(1) of the *Canada Labour Code*.

56.04 Where notice to bargain collectively has been given under Article 55.03, the Employer shall not alter the rates of pay or any term or condition of employment or any right or privilege of the employees, or any right or privilege of the Union until a renewal or revision of this Agreement has been concluded, unless the Union consents to the alteration of such a term or condition, or such a right or privilege.

Signed this 4th day of April, 2019.


On behalf of the Fort Providence
Housing Association



Rosemary Vandell
Housing Manager



Victor Constant
Board Member



Marie-Pier Leduc
Negotiator

On behalf of the Public Service Alliance
of Canada




Alphonsine Gargan
Committee Member



John Silverthorn
Committee Member



Martin Rioux
Negotiator
Public Service Alliance of Canada



Jack Bourassa
Regional Executive Vice President (North)
Public Service Alliance of Canada

APPENDIX "A" - RATES OF PAY**Effective April 1, 2018 – 2.35%**

		1	2	3	4	5	6
Finance Clerk	Hourly	30.74	32.59	33.72	34.93	36.23	38.05
Finance Officer	Hourly	41.00	42.47	43.93	45.40	46.86	48.80
Clerk Typist	Hourly	24.74	25.43	26.17	26.97	27.79	28.64
Tenant Relations	Hourly	30.50	31.41	32.35	33.34	34.33	35.00
Housing Officer	Hourly	40.27	41.42	42.58	43.76	44.99	46.25
Supervisor	Hourly	41.72	43.18	44.70			
Plumber	Hourly	39.53	40.92	42.32			
Oil Burner Mechanic	Hourly	38.58	39.92	41.69			
Housing Maintenance Services Member	Hourly	34.89	36.08	37.47			
Caretaker	Hourly	23.86	24.63	25.40	26.56	27.08	27.99
Janitor	Hourly	23.97					
Casual	Hourly	16.10					
Trade Helper	Hourly	24.18	25.13	26.14	27.19	28.28	29.39

NOTES:

- I Journey-level Tradesperson Certificate or a Certificate of Ability may be required for positions classified in these groups.
- II Salary placement will be allocated by application of the following criterion only:
 - (a) Pay Step Three (3) - employees possessing a valid certificate of ability recognized in the Northwest Territories
 - (b) Pay Step One (1) and Two (2) - employees not possessing a valid recognized certificate of ability but deemed by the Employer to have attained a level of proficiency, by virtue of experience, below that required to obtain a certificate of ability.
 - (c) All employees shall receive an automatic increment level increase on their anniversary date of employment until they reach the maximum level.

Effective April 1, 2019 – 2.25%

		1	2	3	4	5	6
Finance Clerk	Hourly	31.43	33.32	34.48	35.72	37.05	38.91
Finance Officer	Hourly	41.92	43.42	44.92	46.42	47.91	49.90
Clerk Typist	Hourly	25.29	26.01	26.76	27.58	28.41	29.28
Tenant Relations	Hourly	31.19	32.12	33.08	34.09	35.10	35.79
Housing Officer	Hourly	41.18	42.35	43.54	44.75	46.01	47.29
Supervisor	Hourly	42.66	44.15	45.70			
Plumber	Hourly	40.42	41.84	43.27			
Oil Burner Mechanic	Hourly	39.44	40.81	42.63			
Housing Maintenance Services Member	Hourly	35.68	36.89	38.31			
Caretaker	Hourly	24.39	25.18	25.97	27.16	27.69	28.62
Janitor	Hourly	24.51					
Casual	Hourly	16.46					
Trade Helper	Hourly	24.72	25.69	26.73	27.81	28.92	30.06

NOTES:

- I Journey-level Tradesperson Certificate or a Certificate of Ability may be required for positions classified in these groups.
- II Salary placement will be allocated by application of the following criterion only:
 - (a) Pay Step Three (3) - employees possessing a valid certificate of ability recognized in the Northwest Territories
 - (b) Pay Step One (1) and Two (2) - employees not possessing a valid recognized certificate of ability but deemed by the Employer to have attained a level of proficiency, by virtue of experience, below that required to obtain a certificate of ability.
 - (c) All employees shall receive an automatic increment level increase on their anniversary date of employment until they reach the maximum level.

Effective April 1, 2020 – 1.25%

		1	2	3	4	5	6
Finance Clerk	Hourly	31.82	33.74	34.91	36.16	37.51	39.40
Finance Officer	Hourly	42.45	43.96	45.48	47.00	48.51	50.52
Clerk Typist	Hourly	25.61	26.33	27.09	27.92	28.77	29.65
Tenant Relations	Hourly	31.58	32.52	33.49	34.51	35.54	36.24
Housing Officer	Hourly	41.70	42.88	44.08	45.31	46.58	47.88
Supervisor	Hourly	43.19	44.70	46.27			
Plumber	Hourly	40.92	42.36	43.81			
Oil Burner Mechanic	Hourly	39.94	41.32	43.16			
Housing Maintenance Services Member	Hourly	36.12	37.35	38.79			
Caretaker	Hourly	24.70	25.49	26.30	27.50	28.04	28.98
Janitor	Hourly	24.82					
Casual	Hourly	16.67					
Trade Helper	Hourly	25.03	26.01	27.06	28.15	29.28	30.43

NOTES:

- I Journey-level Tradesperson Certificate or a Certificate of Ability may be required for positions classified in these groups.
- II Salary placement will be allocated by application of the following criterion only:
 - (a) Pay Step Three (3) - employees possessing a valid certificate of ability recognized in the Northwest Territories
 - (b) Pay Step One (1) and Two (2) - employees not possessing a valid recognized certificate of ability but deemed by the Employer to have attained a level of proficiency, by virtue of experience, below that required to obtain a certificate of ability.
 - (c) All employees shall receive an automatic increment level increase on their anniversary date of employment until they reach the maximum level.

Effective April 1, 2021 – 1.25%

		1	2	3	4	5	6
Finance Clerk	Hourly	32.22	34.16	35.35	36.62	37.98	39.89
Finance Officer	Hourly	42.98	44.51	46.05	47.59	49.12	51.15
Clerk Typist	Hourly	25.93	26.66	27.43	28.27	29.13	30.02
Tenant Relations	Hourly	31.97	32.93	33.91	34.94	35.98	36.69
Housing Officer	Hourly	42.22	43.42	44.63	45.88	47.16	48.48
Supervisor	Hourly	43.73	45.26	46.85			
Plumber	Hourly	41.43	42.89	44.36			
Oil Burner Mechanic	Hourly	40.44	41.84	43.70			
Housing Maintenance Services Member	Hourly	36.57	37.82	39.28			
Caretaker	Hourly	25.01	25.81	26.63	27.84	28.39	29.34
Janitor	Hourly	25.13					
Casual	Hourly	16.88					
Trade Helper	Hourly	25.34	26.34	27.40	28.51	29.64	30.81

NOTES:

- I Journey-level Tradesperson Certificate or a Certificate of Ability may be required for positions classified in these groups.
- II Salary placement will be allocated by application of the following criterion only:
 - (a) Pay Step Three (3) - employees possessing a valid certificate of ability recognized in the Northwest Territories
 - (b) Pay Step One (1) and Two (2) - employees not possessing a valid recognized certificate of ability but deemed by the Employer to have attained a level of proficiency, by virtue of experience, below that required to obtain a certificate of ability.
 - (c) All employees shall receive an automatic increment level increase on their anniversary date of employment until they reach the maximum level.

LETTER OF UNDERSTANDING

- between -

PUBLIC SERVICE ALLIANCE OF CANADA

- and -

FORT PROVIDENCE HOUSING ASSOCIATION

Study of Pension Plan

The Parties agree the following forms part of this Collective Agreement:

1. The Employer and the Union shall meet to investigate and study, before March 31, 2022, the desirability of replacing the current RRSP provisions in Article 45.01(1) with the Northern Employee Benefits Services (NEBS) pension plan. There will be an information meeting with NEBS for all the employees.
2. The parties may agree to implement the NEBS pension plan within the rules of the pension plan text, and may make such consequential amendments to the Collective Agreement as is necessary.