

January 17, 2018

TO: ALL PSAC MEMBERS WHO ARE HAY RIVER HA EMPLOYEES

RE: RATIFICATION OF TENTATIVE AGREEMENT

A tentative collective agreement was reached on January 17, 2018 on behalf of the PSAC members at Housing Authority. This tentative agreement, if ratified by the membership will commence upon ratification and have an expiry date of March 31, 2020.

ECONOMIC INCREASES

The tentative agreement provides for three year contract with an economic increase retroactive to April 1, 2017 of 1.75%. Effective April 1, 2018 the general economic increase will be 1.5% and on April 1, 2019 it will be 1.5%

New Premium

In addition, a new economic premium for stand by pay has been agreed to. Previously members were on standby voluntarily and now will receive one quarter of an hour paid premium for each weekday or part thereof they are on standby. The premium increases to half an hour for each standby shift on weekends or designated paid holidays.

A new acting premium of ten per cent has been agreed to for employees who are asked to act in an excluded position.

OTHER HIGHLIGHTS

Dated language in Article 33, Adjustment of Disputes has been edited and updated for ease of use.

The bereavement leave article will now allow members the opportunity to split their bereavement leave as needed, rather than being obliged to take consecutive days off.

The Employer will introduce a refillable (up to eighty hours) lieu time bank. Employees may elect to cash or use their lieu time at the rate at which it was earned. Carry over from year to year is a maximum of eighty hours.

Members will now be able to combine lieu time with vacation leave for travel leave, and the travel leave will now be two days for all modes of travel provided five days of leave are taken together.

All existing employees remain eligible for an unchanged Vacation Travel Allowance and Housing Allowance. New employees will receive a Northern Allowance instead.

Vacation Leave may now be carried over in the event a leave request is denied for operational reasons.

Other changes have been made to your collective agreement please review carefully before casting your vote.

The bargaining team, consisting of Jonathon Cooper, Adam Swanson and Erna Post, unanimously recommend this tentative agreement.

In Solidarity,

Jack Bourassa

Regional Executive Vice President, North

cc. National Board of Directors

Todd Parson, President, Union of Northern Workers

Directors' Team

Holman Richard, Regional Coordinator, North

Liam McCarthy, Coordinator, Negotiations Section

Goretti Fukamusenge, A/Coordinator, Representation Section

Jonathan Choquette, A/Coordinator, Communications Section

Essential Services & Exclusions

David-Alexandre Leblanc, Senior Research Officer, Negotiations Section

Erna Post, Negotiator

Negotiations Section

Patricia Harewood, Legal Officer

Margaret Barry, Administrative Assistant to Legal Officer

Micheline Labelle, Supervisor, Membership Administration

Dale Robinson, Strike Mobilization Project Officer

Ratification Kit Binder (Negotiations Section)

NEW language is bolded ~~strikethrough~~ means the language will be deleted

INTERPRETATION AND DEFINITIONS

2.01 (a) **“abandonment of position” means an employee is absent without leave and has not contacted the Employer for five (5) consecutive shifts, except where the Employee is stranded outside Hay River because of weather conditions and is unable to contact the Employer before or during the absence.**

2.01 (e) "Casual Employee" means a person employed by the Employer for work of a temporary nature, not to exceed **1040 hours per year** ~~six (6) months~~. Casual employees shall not be used to fill permanent positions within the bargaining unit. A series of short-term casual employees shall not be hired in lieu of hiring a regular full-time employee or regular part-time employee.

2.03 ~~Where the masculine gender is used, it shall be considered to include the female gender and vice-versa unless any provision of this Agreement otherwise specifies.~~

FUTURE LEGISLATION

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

SENIORITY

14.04(d) Seniority will be lost when an employee
(d) has abandoned their position.

DESIGNATED PAID HOLIDAYS

16.06 ~~The Employer shall grant time off in lieu of overtime pay. (Compensatory leave)~~

VACATION LEAVE

18.04 Employees are not permitted to carry over more vacation leave credits earned in one (1) fiscal year. Vacation leave credits exceeding this amount will be liquidated in cash.

However, if the Employee was unable to take vacation leave due to operational requirements, the Employer may permit the Employee to carry over additional vacation leave.

18.09 Every employee who is proceeding on vacation leave **or using lieu time** shall be granted, ~~in~~ **once per each** fiscal year, in addition to ~~their~~ **his** vacation leave, travel time with pay **for two (2) days** ~~for the time required for the return journey between,~~ **provided that the Employee liquidates at least five (5) consecutive days of leave.** ~~his normal place of work and his destination. Travel time must be taken at the same time as the vacation leave for which it was granted.~~ The amount of travel time to which an employee is entitled is determined in the following manner:

~~(a) Where the employee travels by air, his travel leave shall be at least one-half (1/2) day each way, or the actual travel time, whichever is greater, provided the latter does not exceed the time normally required to travel by air to the employee's point of departure.~~

~~(b) Where the employee travels by automobile or train, his travel leave shall be a maximum of one (1) day each way upon the submission of a receipt~~

18.10 Employees will receive additional winter bonus days at a rate of one day for each 5 **consecutive** days of regular annual leave used between October 31 and March 31 of each year up to a maximum of 4 bonus days.

PERSONAL LEAVE

19.01 (a) The Employer shall grant personal leave with pay for a period of up to five (5) consecutive working days:

- (i) when there is a death in the Employee's immediate family; or
- (ii) where a member of the immediate family residing with the employee becomes ill (not including child birth) and the employee is required to care for his dependents or for the sick person.

(b) It is understood that the circumstances which call for bereavement leave are based on individual situations. An Employee may elect to divide their bereavement leave in in order to accommodate administrative needs and/or religious and cultural practices related to the death of a family member as

described in 19.01 (a) and (a) (i) above provided the leave combined does not exceed five (5) days.

OVERTIME

24.04 (a) Subject to Article 25.02 an Employee who is requested to work overtime shall be entitled to the appropriate rate described below in (b).

(b) Overtime work shall be compensated as follows:

(i) at time and one-half ($1\frac{1}{2}X$) for the first four hours of overtime worked; and

(ii) 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 holiday.

(iii) **Subject to Article 24.05**, in lieu of (i) and (ii) above, ~~at the request of the Employee, the Employer will grant~~ **the employee may choose to bank compensatory leave equivalent leave with pay** at the appropriate overtime rate. ~~to be taken at a time mutually agreeable to the Employer and the Employee.~~

~~24.05 An employee shall be granted time off in lieu of cash compensation for overtime worked. The dollar value of such overtime shall be held as a credit to said employee, who may take time off in lieu, up to the cash value, of said credit. Lieu time off shall be taken at a time which is mutually agreed by the employee and the Employer. Time off in lieu of overtime payment may be taken in conjunction with annual leave.~~

24.05 When overtime is taken in the form of compensatory leave, the following provisions shall apply:

(a) **No more than eighty (80) hours may be banked at any time. As compensatory hours are depleted, they may continue to be earned up to the maximum of eighty (80) hours. A maximum of eighty (80) hours of compensatory leave time can be carried forward into another fiscal year. Compensatory leave time in excess of eighty (80) hours at any time, shall be paid out;**

(b) **Compensatory leave time shall be taken at a time mutually acceptable to both the employee and Employer; and**

(c) **For the purposes of this Article, Reporting Pay and Call-Back Pay may be banked as compensatory leave, at the rate at which it was earned.**

PAY

25.03 (a) 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.

~~(b) Only time off in lieu will be granted for overtime.~~

- 25.04 (a) When the Employer requires an employee to perform the duties of a higher classification level on an acting basis, the employee shall be paid acting pay from the date on which the employee commenced to act, as if they had been appointed to the higher classification level in which they have been requested to act. **When the Employee is acting in a position excluded from the bargaining unit, the Employee shall be paid acting pay at the Employee's regular rate plus 10%.**

CALL-BACK PAY

- 27.01 (a) When an Employee is recalled to a place of work for a specific duty, he shall be paid the greater of:
- (i) compensation at the appropriate overtime rate; or
 - (ii) compensation equivalent to four (4) hours' pay at the straight-time rate.

Call-back pay will only be paid once during a four hour period.

~~(b) The Employer shall grant time off in lieu of overtime pay.
(Compensatory leave)~~

NEW - STANDBY

X.01 A period of standby will be as follows:

- (a) from 5:00pm to 8:00am the next day on weekdays (Monday to Friday);
- (b) from 8:00am to 8:00am the next day on weekends (Saturday and Sunday); and
- (c) from 8:00am on designated paid holidays, to 8:00am the next day

X.02 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 one quarter (1/4) hour's pay at the employee's base salary for standby period shifts during weekdays, or portion thereof.

- X.03 Where the Employer requires an employee to be available on standby during off-duty hours on a Saturday, Sunday or Designated Paid Holiday, an employee shall be entitled to a standby payment of one half (1/2) hours' pay for each standby period shift or portion thereof.**
- X.04 An employee on standby shall receive standby pay in addition to whatever entitlements the employee may receive under Call-out or Reporting Pay.**
- X.05 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 be available to return to 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.**
- X.06 No standby payment shall be granted if an employee is unable to report for duty when required.**

ADJUSTMENT OF DISPUTES

“Grievance” means a complaint in writing that concerns the interpretation, application, administration or operation of the Collective Agreement, submitted by an employee, group of employees, the Union, or the Employer. A grievance shall indicate the Article of the Collective Agreement at issue, as well as the details of any breaches of the Collective Agreement alleged.

- 33.01 The parties recognize the value of informal discussion between employees and their supervisors to the end that problems might be resolved without recourse to a formal grievance. It is understood the employee has the right to representation by the Union.
- 33.02 An employee may be assisted and/or represented by the Union at the informal discussion level and/or when presenting a grievance.
- 33.03 The Union shall have the right to consult with the Employer with respect to a grievance at each or any level of the grievance procedure subject to Clause 33.02.
- 33.04 An employee who wishes to present a grievance, shall transmit this grievance in writing to the Housing Manager.
- 33.05 Except as otherwise provided in this Agreement, a formal grievance shall be processed by recourse to the following steps:

- (a) First Level (Housing Manager)
- (b) Second Level (Board of Directors)
- (c) Final Level (Arbitration)

33.06 An employee shall present a grievance at Level 1 within twenty-five (25) calendar days that the employee first becomes aware or ought reasonably to have become aware of the action or circumstances giving rise to the grievance.

33.07 The Employer shall reply to an employee's grievance at Level 1 of the grievance procedure within fourteen (14) calendar days after the grievance is presented and within fourteen (14) calendar days at level 2.

33.08 An employee shall present a grievance at each succeeding level in the grievance procedure beyond the (1st) level:

- (a) where the decision or settlement is not satisfactory to the employee, within fourteen (14) calendar days after that decision or settlement has been conveyed in writing to the employee by the Employer; or
- (b) where the Employer has not conveyed a decision to the employee within the time prescribed, within fourteen (14) calendar days after the day the reply was due.

33.09 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 written copy of the Employer's decision at the same time that the Employer's decision is conveyed to the employee.

33.10 No Employee shall be dismissed without being given notice in writing together with the reasons therefore within twenty-four hours. When the Employer dismisses an Employee the grievance procedures shall apply except that the grievance may be presented at the Second Level.

33.11 In the event that a Grievance concerns an alleged violation of Clause 5.06 and/or 5.07 by the supervisor, or Housing Manager the employee shall proceed directly to a formal grievance at level 2.

33.12 Except as provided in Clause 33.27 an employee may, by written notice to their immediate supervisor, abandon a grievance.

33.13 Any party who fails to present or advance a grievance to the next higher level within the prescribed time limits shall be deemed to have abandoned the grievance, and the grievance cannot later be presented or advanced.

33.14 No person who is employed in a managerial or confidential capacity shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause an employee to abandon their grievance or refrain from exercising the employee's right to present a grievance, as provided in the Collective Agreement.

Policy Grievance

33.15 A policy grievance shall be defined as a dispute involving a question of application or interpretation of any Article of this Agreement which arises directly between the Employer and the Union. The provisions of this Article may not be used with respect to a grievance directly affecting an individual employee or a group of employees. A policy grievance seeks a declaratory decision concerning the proper application or interpretation of the Collective Agreement. It shall be submitted within twenty-five (25) calendar days following the circumstances giving rise to the grievance.

Employer Grievance

33.16 The Employer shall have the right to file a grievance concerning the interpretation, application, or alleged violation of the Collective Agreement. A grievance brought by the Employer shall be submitted to the Union within twenty-five (25) calendar days from when the Employer first becomes aware of the action or circumstances giving rise to the grievance.

ARBITRATION

33.17 A party dissatisfied with the outcome of the grievance procedure may refer the matter to arbitration provided that the referral is made within fourteen (14) calendar days from the date on which the grievance decision was given.

33.18 Any arbitration arising out of this Agreement shall be conducted before a single arbitrator mutually agreed to by the parties.

33.19 A referral to arbitration shall be made in writing to the other party. The reference shall provide the name, address and telephone number of the referring party's representative. The reference will also include a list of at least three names of persons proposed for the selection of an agreed upon arbitrator.

33.20 Within thirty (30) calendar days of receiving the referral to arbitration, the responding party will, in writing, acknowledge receipt of the referral to arbitration and provide the

name, address and telephone number of its representative. The acknowledgement will also either confirm agreement for one of the proposed arbitrators, or propose a list of three names of alternative arbitrators.

- 33.21 If the parties have not agreed to an arbitrator within thirty (30) calendar days of receipt of the written acknowledgment, either party may, pursuant to the Canada Labour Code, request the Minister of Labour to make an appointment.
- 33.22 The arbitrator shall have the authority and powers conferred by the Canada Labour Code, including the authority to determine whether a matter is arbitrable under this Agreement. The arbitrator shall not have the authority to change, modify or alter any of the terms of this Agreement. This does not preclude the arbitrator from substituting a lesser penalty in discipline matters, or reinstating a discharged employee.
- 33.23 The award of the arbitrator is final and binding upon the parties and any affected employee(s).
- 33.24 Each party shall pay one-half (1/2) of the fees and expenses of the arbitrator. The parties are each responsible for their own costs associated with each arbitration.
- 33.25 All time limits provided in this Article are mandatory and may only be extended by mutual agreement, in writing.
- 33.26 An employee must obtain the approval of the Union and be represented by the Union before an employee grievance can be referred to arbitration.
- 33.27 A grievance referred to arbitration can only be withdrawn by the employee with the prior approval of the Union.

Expedited Arbitration

- 33.28 The parties agree that, by mutual consent only, any grievance may be referred to the following expedited arbitration procedure. The Arbitrator shall be chosen by mutual agreement between the Parties.

Procedure:

- (a) Grievances referred to expedited arbitration must be scheduled to be heard within sixty (60) calendar days from the date of referral, unless the hearing is delayed by mutual agreement between the Parties or by the Arbitrator.
- (b) The Parties shall make every reasonable attempt to proceed by admission and minimize the use of witnesses.

- (c) Whenever possible, the Arbitrator shall deliver the decision verbally at the conclusion of the hearing, giving a brief resume of the reasons for the decision and then confirm these conclusions in writing within ten (10) calendar days of the date of the hearing.
- (d) When it is not possible to give a verbal decision at the conclusion of the hearing, the Arbitrator shall render it in writing with a brief resume of the reasons. The Arbitrator must render the written decision as soon as possible but at all times within ten (10) calendar days of the date of the hearing.
- (e) Such decisions from the expedited format shall be final and binding upon the Parties and any affected employee(s).
- (f) The Arbitrator shall have the authority and powers conferred by the Canada Labour Code, including the authority to determine whether a matter is arbitrable under this Agreement. The Arbitrator shall not have the authority to change, modify or alter any of the terms of this Agreement. This does not preclude the Arbitrator from substituting a lesser penalty in discipline matters, or reinstating a discharged employee, or awarding pay to the Employee a sum equal to wages lost by reason of dismissal, or such less sum as in the opinion of the arbitrator is fair and reasonable; or
- (g) Make such order as the arbitrator considers fair and reasonable having regard to the terms of this Agreement.

33.29 Each party shall bear one-half (1/2) the cost of the Arbitrator.

NEW – NORTHERN ALLOWANCE

X.01 All employees hired on or after [ratification date] shall be entitled to receive northern allowance, and shall not be entitled to Article 18.08 Vacation Travel Assistance, Article 44.01 Housing Allowance, or Article 44.02 Utility Allowance

X.02 The amount of northern allowance shall be equal to the amount for Hay River set out in the collective agreement between the Government of the Northwest Territories and the Union of Northern Workers.

X.03 Northern Allowance shall be paid to employees as follows:

- (a) **The allowance will be paid on a bi-weekly basis, per regular hour worked;**

(b) The allowance for part-time employees will be pro-rated to an hourly rate by dividing the annual rate by 1950 for office staff and 2080 for maintenance staff; and

(c) No allowance will be paid on overtime hours.

X.04 Only Employees hired on or before [ratification date] shall not be entitled to northern allowance

APPENDIX A

	CURRENT			
	Step 1	Step 2	Step 3	Step 4
TRO	\$31.63	\$32.42	\$33.23	\$34.06
ADMIN	\$28.72	\$29.44	\$30.18	\$30.93
HSNG SERVICE	\$38.77	\$39.74	\$40.73	\$41.75
CARPENTER	\$38.77	\$39.74	\$40.73	\$41.75
CARPENTER non cert	\$35.55	\$36.44	\$37.35	\$38.28
FOREPERSON	\$44.41	\$45.52	\$46.65	\$47.82

	April 1 2017			
	Step 1	Step 2	Step 3	Step 4
TRO	\$32.18	\$32.99	\$33.81	\$34.66
ADMIN	\$29.22	\$29.96	\$30.71	\$31.47
HSNG SERVICE	\$39.45	\$40.44	\$41.44	\$42.48
CARPENTER	\$39.45	\$40.44	\$41.44	\$42.48
CARPENTER non cert	\$36.17	\$37.08	\$38.00	\$38.95
FOREPERSON	\$45.19	\$46.32	\$47.47	\$48.66

	April 1 2018			
	Step 1	Step 2	Step 3	Step 4
TRO	\$32.67	\$33.48	\$34.32	\$35.18
ADMIN	\$29.66	\$30.40	\$31.17	\$31.94
HSNG SERVICE	\$40.04	\$41.04	\$42.06	\$43.12
CARPENTER	\$40.04	\$41.04	\$42.06	\$43.12
CARPENTER non cert	\$36.71	\$37.63	\$38.57	\$39.53
FOREPERSON	\$45.86	\$47.01	\$48.18	\$49.39

	April 1 2019			
	Step 1	Step 2	Step 3	Step 4
TRO	\$33.07	\$33.90	\$34.75	\$35.62
ADMIN	\$30.03	\$30.78	\$31.56	\$32.34
HSNG SERVICE	\$40.54	\$41.56	\$42.59	\$43.66
CARPENTER	\$40.54	\$41.56	\$42.59	\$43.66
CARPENTER non cert	\$37.17	\$38.10	\$39.06	\$40.03
FOREPERSON	\$46.44	\$47.60	\$48.78	\$50.00

***All existing employees shall be placed at step 4 of the grid**

***New employees hired after ratification shall normally be placed at step one of the grid and shall move to the next step on the anniversary date of hire.**

*It is agreed that any non-certified carpenter who is hired shall be paid at the non-certified hourly rate current for the year of hire. Following successful passing of probation any such employee shall then be paid at the appropriate carpenter's rate.

EDITORIAL CHANGES

2.01 (g) "Compensatory Leave" means the equivalent leave with pay taken in lieu of cash payment.

The parties agree to incorporate gender neutral language in the CA

TIME-OFF FOR UNION BUSINESS

11.01 (a) The Employer will grant leave with pay to a reasonable number of Employees representing the Union before a conciliation or arbitration hearing ~~Employee called as a Witness.~~

(b) 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.~~

Personal Leave

19.01(a)(ii) where a member of the immediate family residing with the employee becomes ill (not including child birth) and the employee is required to care for his ~~dependents~~ dependants or for the sick person.

21.08 ~~Every employee who is proceeding to a medical centre under the provisions of Clause 21.07 For~~ Employee Medical Travel, the Employee shall be granted leave of absence with pay which is to

be charged against his sick leave credits for the lesser of three (3) days or the actual time taken to travel from his post to the point of departure and return.

Other Types of Leave

22.01 (b)(i) In or under the authority of a court of justice or before a grand jury.

Injury On Duty Leave

22.02 (a) An Employee shall be granted injury-on-duty leave with pay for such reasonable period as may be determined by the employer, where it is determined ~~were determined by the~~ Workers' compensation Board that he is unable to perform his duties because of:

22.03 – reformat and renumber

- Renumber 22.03.1-22.03.11 to 22.04-22.14
- Correct numbering in 22.03.5; 22.03.6; 22.03.8(b)(i); 22.03.8(b)(ii); and 22.03.8(d)
- Renumber remainder of article

22.03.8(a) For the first ~~two (2)~~ weeks, a payments equivalent to ninety-three percent (93%) of her weekly rate of pay. For up to a maximum of an additional fifteen (15) weeks, payments equivalent to the difference between the employment insurance benefits she is eligible to receive and ninety-three percent (93%) of her weekly rate of pay. **The employee shall be entitled to a payment equivalent to 93% of the employee's weekly rate of pay for the employee's 17th week of maternity leave.**

22.03.8 (e) Maternity leave allowance payments ~~made under the SUB Plan~~ will neither reduce nor increase an employee's deferred remuneration or severance pay.

INSURANCE BENEFITS

41.01 The Employer shall provide the following benefits ~~of the Municipal Employees Benefits Act~~:

41.02 The Employer agrees to pay to every employee \$200.00 per year for the purposes of purchasing prescription **safety goggles or prescription safety glasses lenses and/or frames, where it is required for the Employee's position.**