

SOURCE	Union		
EFF.	96	04	01
TERM.	98	03	31
No. OF EMPLOYEES	20		
NOMBRE D'EMPLOYES	20		

**COLLECTIVE AGREEMENT**

**BETWEEN**

**WOODLAND MANOR**

**AND**

**THE PUBLIC SERVICE ALLIANCE OF  
CANADA**

**AS REPRESENTED BY ITS AGENT**

**THE UNION OF NORTHERN WORKERS**

**EFFECTIVE: APRIL 01, 1996  
EXPIRES: MARCH 31, 1998**

**WOODLAND MANOR  
BOX 95  
HAY RIVER, NT  
X0E 0R0**

**THE UNION OF NORTHERN WORKERS  
SUITE 200, 5112-52ND STREET  
YELLOWKNIFE, NT X1A 1T6**

**DEC 1997**

10191(02)



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**ARTICLE 1****DEFINITIONS****1.01 In this Agreement:**

- (a) "Bargaining Unit" means employees of the Employer within the scope of Certificate 530-2621 issued by the Canada Labour Relations Board, except as otherwise modified by agreement of the Employer and the Union;
- (b) "Employee" means any employee in the Bargaining Unit to whom this Agreement applies, in the following categories:
  - (i) "Full-time employee" means an employee who is regularly scheduled to work the full specified hours contained in Article 15.02 of this Agreement;
  - (ii) "Part-time employee" means an employee who is regularly scheduled to work less than the full specified hours contained in Article 15.02;
  - (iii) "Casual employee" means an employee who is regularly scheduled to work on a specific job of a non-continuing nature for a period not exceeding 6 months, or to relieve a full-time or part-time employee who is expected to return to work, or who is not regularly scheduled and works on a call-in basis.
- (c) "Fiscal Year" means the period of time from April 1 in one year to March 31, in the following year;
- (d) "Grievance" means any difference arising out of the interpretation, application, administration, or alleged violation of this Agreement, A "policy grievance" means a difference which relates to an obligation of the Employer to the Union or the Union to the Employer under this Agreement, and shall not include a difference that could have been the subject of a grievance by one or more employees;
- (e) "Lay-off" means the termination of an employee because of a lack of work for which the employee is qualified;
- (9) "Overtime" means hours worked, authorized in advance by the Employer, in excess of 8 hours in a day and 40 hours in a week, unless the employee is working an alternate work schedule, in which event overtime means hours worked, authorized in advance by the Employer, in excess of the regular daily and weekly hours of the schedule as such schedule would apply to a full-time employee;
- (g) "Representative" means any person who is authorized to represent the Union;
- (h) "Seniority" means the length of continuous service of a full-time or part-time employee, with the Employer, from the last date of hire, calculated in paid hours. Casual employees shall not acquire

any seniority except for purposes of applying for posted jobs under Article 11.

- (i) "Union" means the Public Service Alliance of Canada as represented by its agent the Union of Northern Workers.
- 1.02 Where the singular, masculine or feminine gender is used in this Agreement, it shall be considered to include the plural, feminine or masculine gender, unless the context requires otherwise.
- 1.03 In the event that any law or regulation enacted by Parliament or the Northwest Territories Legislative Assembly renders null and void or alters any provisions of this Agreement, the remaining provisions shall remain in effect.

## ARTICLE 2

### MANAGEMENT RIGHTS

- 2.01 The Union recognizes that the Employer shall have the sole and exclusive right, except as otherwise specifically limited by the express provisions of this Agreement, to determine all matters pertaining to the management of its affairs, and that the direction of employees is fixed exclusively in the Employer.

## ARTICLE 3

### DEFINITION AND SCOPE

- 3.01 The Employer recognizes the Union as the exclusive bargaining agent for the employees.
- 3.02 No employee shall be required or permitted to make an agreement with the Employer which may conflict with the terms of this Agreement.
- 3.03 This Agreement applies to all employees, except as specifically stated otherwise.
- 3.04 The Employer and Union shall share equally the costs of printing this Agreement. The Employer shall provide each employee a copy of this Agreement.

**ARTICLE 4**

**NO DISCRIMINATION**

- 4.01 The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any Employee by reason of age, sex, race, creed, colour, national or ethnic origin, political or religious affiliation, language, marital or family status, criminal record for which a pardon has been granted, nor by reason of union membership or activity, except as permitted by law.

**ARTICLE 5**

**UNION DUES**

- 5.01 The Employer shall deduct from each pay cheque from every employee an amount equal to the monthly union membership fees levied by the Union on its members.
- 5.02 Deductions made according to Article 5.01 will be made in a manner which is in keeping with the Employer's payroll system. Deductions shall be forwarded to the Union not later than the 15th day of the following month in which the membership fees were deducted, and shall be accompanied by a list which shall indicate each employee's name, job classification, employment status and the amount deducted from each employee.
- 5.03 The Union will save the Employer harmless from any claims that may arise from any deduction from wages in respect of Union membership fees at the request of the Union, other than claims arising from Employer error.

**ARTICLE 6**

**NO STRIKES OR LOCKOUTS**

- 6.01 There shall be no strikes or lockouts contrary to the Canada Labour Code, and no interruption, impeding or interference with work by any employees.

## **ARTICLE 7**

### **GRIEVANCE AND ARBITRATION PROCEDURE**

- 7.01 An earnest effort shall be made to settle grievances fairly and promptly by discussion with the Manager in an effort to resolve the difference informally.

#### **Step One**

If an employee or a group of employees has a grievance, the employee or group of employees will submit to the Manager a written statement of the particulars of the grievance and the redress sought within 15 calendar days of the date that the grievor became aware of, or reasonably should have become aware of, the alleged grievance. The Manager or her designate shall meet with the grievor within 10 calendar days of receipt of the grievance, and shall render a decision in writing within 10 calendar days of this meeting.

#### **Step Two**

Failing satisfactory settlement at Step One, within 15 calendar days of receipt of the decision at Step One, the grievance may be referred in writing to the Chief Executive Officer of the Hay River Community Health Board. The Chief Executive Officer or his designate shall meet with the grievor within 15 calendar days of receipt of the grievance at Step Two, and shall render a decision in writing within 15 calendar days of this meeting.

#### **Step Three**

Failing satisfactory settlement at Step Two, within 15 calendar days of receipt of the decision at Step Two, the grievance may be referred in writing to arbitration.

- 7.02 An employee may elect to be accompanied and assisted by a union representative when presenting a grievance at any step. Receipt of grievances shall be acknowledged in writing at each step.
- 7.03 The Union shall have the right to consult the Employer about a grievance at each step. When the Union represented an employee at a grievance meeting, the Employer shall provide a copy of the grievance reply to the appropriate Representative,
- 7.04 An employee must obtain the prior authorization of the Union to present, settle or withdraw a grievance pertaining to the application or interpretation of this Agreement.
- 7.05 When one party refers a grievance to arbitration in accordance with Article 7.01, that party shall notify the other party in writing, within the time permitted, of the name of a proposed sole arbitrator it is prepared to accept.



- 7.06 The other party shall, within 10 calendar days of receipt of notice under Article 7.05, notify the first party, in writing, if the proposed sole arbitrator is acceptable or if not, of the name of a proposed sole arbitrator it is prepared to accept.
- 7.07 If the parties fail to agree on a sole arbitrator within 15 calendar days of receipt of notice under Article 7.05, then either party may apply to the Minister of Labour under the Canada Labour Code to appoint an arbitrator.
- 7.08 The parties shall bear equally the cost of the sole arbitrator.
- 7.09 If a grievance is not initiated or processed within time limits specified in this Article, the grievance **shall** be deemed abandoned. If a grievance is not responded to within time limits specified in this Article, the grievance may **be** advanced to the next step. Time limits in this Article may only be extended by agreement between the Employer and the Union, confirmed in **writing**.
- 7.10 The procedures and time limits in this Article shall apply as far as possible to policy grievances. In the case of an Employer policy grievance it shall be presented at Step Two to the President of the Union.

## **ARTICLE 8**

### **LEAVE FOR UNION BUSINESS**

- 8.01 Where operational requirements permit, the Employer shall grant leave without **loss** of regular pay to employees who are a party to a grievance, a representative of a grievor or witnesses compelled to attend, at an arbitration hearing under this agreement.
- 8.02 Where operational requirements permit, the Employer shall grant leave without **loss** of regular pay to an employee and her representative when required to meet with the Employer to process a grievance.
- 8.03 Where operational requirements permit, the Employer shall grant leave without pay to a maximum 2 employees at any one time to:
- (a) attend contract negotiations on **behalf** of the Union, including preparatory meetings for negotiations;
  - (b) attend executive council meetings and conventions of the Union, the NWT Federation of Labour and the Canadian Labour Congress;
  - (c) represent the Union before constitutional or other conferences, commissions, boards and hearings mandated by the Territorial or Federal governments, of interest to organized labour: and to,

(d) attend union representative training.

- 8.04** A Representative who is an employee shall be entitled to reasonable leave, without loss of regular pay, to investigate grievances and attend meetings called by the Employer, provided the representative obtains permission from the Manager or her designate before leaving duty. Permission shall not be unreasonably withheld. The representative shall make every reasonable effort to report to the Manager or her designate before resuming duty.
- 8.05** The Employer shall permit reasonable access to work premises for Representatives. The Representative shall obtain the Employer's permission before entering the premises, which permission shall not be unreasonably withheld. Union and Employer representatives shall cooperate to avoid work disruptions.
- 8.06**
- (a) An Employee elected as President or Regional Vice-president of the UNW shall be granted leave of absence for the term of office. During the leave of absence the Employee shall maintain all accumulated rights and benefits to which she is entitled under this Agreement.
  - (b) The Employer shall continue to pay the Employee her salary in accordance with the terms of this Agreement. Upon invoice by the Employer, the Union shall reimburse the Employer for the amounts so paid within thirty (30) days of the invoice date. The benefit of any group plan shall be extended to the Employee and the Union will reimburse the Employer for any costs involved in the same manner.
  - (c) The Employee shall be entitled to an increment for each year of her leave of absence to a maximum of Step 5 in the pay level of her salary.
  - (d) The Employee shall advise the Employer as soon as possible when an extension of the leave of absence is required due to re-election.
  - (e) Upon termination of her leave of absence the Employee shall be offered at least the position she held with the Employer before she commenced the leave of absence. When the employee wishes to invoke this clause of the Collective Agreement she shall provide the employer with three (3) months notice of her intent.
- (9)** Notwithstanding Article 8.06 (e), the Employer may make an offer of employment to the Employee to a position inside the Bargaining Unit should the Employee bid on a competition and be the successful candidate.
- 8.07** When Union leave without pay is granted under this Article, the employer will, upon advice from the Union continue to pay employees their applicable salary and benefits during such leave. Upon invoice by the Employer, the Union will reimburse the Employer for the amounts so paid, within thirty (30) days of the invoice date.

**ARTICLE 9****INFORMATION**

- 9.01 The Employer shall provide bulletin board space for exclusive Union use, and a specific location for the placement of bulk quantities of literature of the Union.
- 9.02 A Representative shall have the right to give each new employee an orientation of up to 30 minutes and the Representative shall be given leave without loss of regular pay for such purposes.
- 9.03 The Employer shall notify the Union of all newly created classifications including its designation as to whether it is in the view of the Employer, within or outside of the Bargaining Unit.
- 9.04 A Labour/Management Committee shall be formed, comprised of 2 representatives selected by the Union and 2 representatives selected by the Employer, to discuss matters of mutual interest. The committee shall meet at mutually agreeable times.

**ARTICLE 10****SENIORITY**

- 10.01 The Employer shall maintain a seniority ~~list~~ showing the current classification and the date upon which each employee's service commenced. When 2 or more employees commence work on the same day, the employee with the earliest date of application will be considered senior. The seniority list shall be updated by the Employer every 6 months and copies shall be posted in the Manor and provided to the Union.
- 10.02 All newly hired employees shall be on probation for the first 90 days worked of their employment. Upon successful completion of the probation period, seniority shall be effective from the last date of hire. An employee may be terminated at any time during the probation period, with or without just cause, and such termination shall not be the subject of a grievance.
- 10.03 The seniority of an employee shall be ~~lost~~ and the employee shall be considered terminated when she:
  - (a) voluntarily resigns;
  - (b) is discharged for just cause;
  - (c) is absent without leave approved by the Employer or overstays an approved leave in excess of 3 calendar days, except for sufficient cause;

(d) retires.

- 10.04 If an employee is transferred to a position outside the Bargaining Unit, she shall retain her seniority accumulated up to the date of leaving the Unit and will continue to accumulate seniority while employed by the Employer.

## **ARTICLE 11**

### **JOB POSTINGS**

- 11.01 When the Employer wishes to fill a permanent full-time or part-time position within the Bargaining Unit, it shall post notice of the position for a minimum of 1 week at the Manor.
- 11.02 Skill, ability, qualifications and seniority shall be considered by the Employer in selecting candidates for positions to be filled. If the Employer considers these factors to be equal for 2 or more candidates, then seniority shall be the governing factor determining selection.
- 11.03 The successful applicant shall be placed on a trial period for 2 months. Conditional on satisfactory performance, the selection shall become permanent after 2 months. In the event the Employer considers the successful applicant unsatisfactory in the position during the trial period, or if the employee finds herself unable to perform the duties of the new job classification, she shall be returned to her former position and salary without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to her former position and salary without loss of seniority.
- 11.04 When an employee is first assigned to a classification, or in the event the job description for a classification is changed, the Employer shall provide the employee a current, accurate job description.

## **ARTICLE 12**

### **LAY-OFFS**

- 12.01 When the Employer wishes to institute a lay-off it will provide notice or pay in lieu to affected employees of thirty (30) days, or as required by the Labour Standards Act if greater.

Every employee subject to lay-off shall, during his period of notice, if any, be granted reasonable leave, with the ability to use accrued special leave pay, for the purpose of being interviewed by a prospective employer, and to such additional leave with special leave pay as the Employer considers reasonable for the employee to travel to and from the place where his presence is so required.

- 12.02 In the event of lay-offs, the employee in the classification or classifications affected with the greatest

seniority shall be retained. No bumping across classifications shall be permitted in the event of a layoff.

- 12.03** In order to minimize adverse effects of lay-off, the Employer will provide retraining when practicable.
- 12.04** An Employee ceases to be a lay-off and is considered terminated if he is not recalled within six (6) months from the date on which he became a lay-off.
- 12.05** Lay-offs must keep the Employer informed of their current address and telephone number.
- 12.06** 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.
- 12.07** An Employee shall be permitted to revoke his resignation by notice to the employer at any time within twenty-four (24) hours of his act of resignation. Nothing in this Clause shall prevent the Employer from imposing discipline for just cause in respect of any conduct associated with an act of resignation.
- 12.08** Recall from lay-off shall occur in reverse order of lay-off, within the classification affected. Article 11 shall not apply to positions filled through recall.
- 12.09** The Employer shall give notice of recall personally or by registered mail. Notice of recall is deemed to be given when served, or after five (5) days from the date of mailing, whichever is sooner.
- 12.11** The employee shall return to work within five (5) calendar days of receipt, or deemed receipt of notice of recall at the Employee's last known address, except that in the event of a medical or family emergency the Employee shall be permitted up to an additional seven (7) calendar days to return to work. An Employee who fails to return to work within the time permitted by this Article shall forfeit all recall and seniority rights under this Agreement.
- 12.12** The Employer shall not contract out Bargaining Unit work if it would cause the lay-off of a full or part-time employee.

### **ARTICLE 13**

#### **DISCHARGE AND DISCIPLINE**

- 13.01** An employee, other than a probationary employee, may be disciplined or discharged, **but** only for just cause.
- 13.02** An employee who is to meet with the Employer for the purposes of discipline shall be notified of the purpose in advance of the meeting, and may elect to be accompanied by a Representative. An employee who so elects shall be permitted up to 24 hours to arrange the attendance of a

Representative, however, the Employer may remove the employee from duty for just cause pending the meeting.

- 13.03 If an employee is suspended or discharged the Employer shall provide written reasons for such action to the employee, and shall provide a copy to a Representative of the Union. No discipline record shall be introduced in any grievance or arbitration proceeding unless the employee was provided a copy at the time of filing the record, or within a reasonable period thereafter.
- 13.04 Any disciplinary record on an employee's file shall be destroyed after 2 years have elapsed since the disciplinary action was taken, provided no further disciplinary action has been recorded during this period.

#### **ARTICLE 14**

##### **EMPLOYEE APPRAISALS AND FILES**

- 14.01 When a formal appraisal of an employee's performance is undertaken, the employee shall be given the opportunity to discuss, write comments on, and then sign the appraisal as having been read and understood. The employee shall be given a copy of the appraisal.
- 14.02 Upon ~~written~~ request of an employee, her personnel file shall be made available for her examination at reasonable times.

#### **ARTICLE 15**

##### **HOURS OF WORK**

- 15.01 Employees may be scheduled by the Employer to work different shifts throughout the 24 hour period of the day and the 7 days of the week, to ensure continuous coverage. The Employer will only change current scheduling practices after consultation with the Union, and in accordance with requirements of the Labour Standards Act.
- 15.02 The regular hours of work for full-time employees shall be 8 hours per day and 40 hours per week.
- 15.03 All employees working shifts of 4 hours or more shall be entitled to a 15 minute paid rest break for each 4 hours worked. All employees working shifts of 5 hours or more shall be entitled to an unpaid meal break of at least 30 minutes. All breaks shall be scheduled by the Employer so as to maintain continuous coverage. If an employee is required to work through without a meal period, the employee shall be paid for the meal period at the appropriate rate.
- 15.04 Except in cases of emergency, or mutual agreement between the employee and the Employer, shift

schedules shall provide for:

- (a) monthly schedules to be posted at least 2 weeks in advance of their effective date;
- (b) at least 15 hours scheduled off-duty between shifts;
- (c) days of rest to be scheduled in durations of at least 2 consecutive days;
- (d) a maximum of 7 consecutive days worked;
- (e) at least every third weekend off in succession. If an employee works a third consecutive weekend he shall be compensated at the appropriate overtime rate for work on that weekend;
- (9) subclauses (a), (c) and (d) above do not apply to casual employees who are not regularly scheduled.

- 15.05 Provided sufficient advance notice is given in writing, and with the Employer's approval, employees may exchange shifts if there is no increase in cost to the Employer.
- 15.06 Subject to operational requirements, and provided there is no increase in cost to the Employer, the Employer shall make every reasonable effort to allocate part-time shifts on an equitable basis among readily available, qualified part-time employees who are normally required in their regular duties to perform that work.
- 15.07 Except in cases of emergency, or by mutual agreement between the Employer and the employee, when an employee's schedule is changed without 5 days notice, the employee shall be compensated at the rate of 1½ times her straight time rate for the first shift worked on the new schedule.
- 15.08 Nothing in this Article shall be construed as a guarantee of any minimum nor as a restriction of any maximum number of hours to be worked.
- 15.09 For purposes of this Agreement, a shift shall be considered as being on the day on which the majority of hours of the shift fall.

## ARTICLE 16

### OVERTIME AND SHIFT SCHEDULE

- 16.01 When overtime is worked, compensation shall be paid at 1½ times an employee's straight time rate, for each completed ¼ hour of overtime worked up to 8 consecutive hours, and at double (2x) the employee's straight time rate for consecutive overtime hours worked in excess of 8 hours in a day, or for overtime hours worked on a second, consecutive scheduled day of rest if the employee worked on the first scheduled day of rest. By agreement between the employee and the Employer, compensating time off with pay in lieu of overtime may be accumulated at the appropriate rate and

taken in accordance with Article 16.02 below.

16.02 When overtime is taken as time off in lieu, the following provisions shall apply:

(a) no more than 80 hours may be banked at any time. As banked hours are depleted, they may continue to be earned up to the maximum of 80 hours. A maximum of 40 hours of banked time can be carried forward into another fiscal year. Banked time in excess of 80 hours at any time, or in excess of 40 hours at the end of a fiscal year, shall be paid out. An employee may request a payout of banked hours at any time.

(b) A maximum of 40 hours of banked time may be taken together at one time;

(c) Banked time shall be taken at a time mutually acceptable to both the employee and Employer.

16.03 An employee regularly scheduled to work outside the hours of 0800 to 1600 shall be paid a shift premium of \$1.00 per hour for all hours worked between 1600 and 2400, and \$1.10 per hour for all hours worked between the hours of 2400 and 0800.

16.04 Subject to operational requirements, and provided there is no increase in cost to the Employer, the Employer shall make every reasonable effort 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, and to give employees required to work overtime reasonable advance notice of this requirement. An employee may, for cause, refuse to work overtime, providing he places his refusal in writing. Outside employment shall not be sufficient cause to refuse overtime. For the purpose of equitable distribution of overtime, a roster will be established and reviewed periodically by the Labour Management Committee.

16.05 Where an employee is required to work 3 or more consecutive hours of overtime immediately following his regular shift, the Employer shall provide an unpaid meal period of at least 30 minutes, and a meal at no cost to the employee.

## **ARTICLE 17**

### **PAID HOLIDAYS**

17.01 The following shall constitute paid holidays:

- i) New Year's Day
- ii) Good Friday
- iii) Easter Monday
- iv) Victoria Day
- v) Canada Day
- vi) First Monday in August
- vii) Labour Day



- viii) Thanksgiving Day
- ix) Remembrance Day
- x) Christmas Day
- xi) Boxing Day

and such Federal or Territorial holidays as may be officially proclaimed.

**17.02** An employee is not eligible to receive paid holiday entitlements under this Article:

- (a) if the employee has worked less than **240** hours during the preceding **12** months, or;
- (b) does not work on a paid holiday when he is required or scheduled to do so, or;
- (c) is absent from work without the consent of the Employer on his last scheduled working day preceding or his first scheduled working day following a paid holiday.

**17.03** When a paid holiday falls on an eligible full-time or part-time employee's scheduled day of rest and the full-time or part-time employee is not required to work, the employee shall be granted a day off with pay in lieu of the holiday, to be scheduled by the Employer within **30** days before or after the paid holiday and considering the wishes of the employee. Pay for part-time employees shall be prorated in the same proportion as their regularly scheduled hours of work compare to regularly scheduled hours of a full-time employee. When a day designated as a holiday is moved to another day under this clause, the other day shall be considered the designated holiday for purposes of this Article.

**17.04** If an eligible full-time or part-time employee works on a paid holiday, compensation shall be **paid** at **1½** times an employee's straight time rate for the first **8** consecutive hours worked, and at double the straight-time rate for consecutive hours worked thereafter, or by agreement between the employee and the Employer, compensating time off with pay in lieu may be accumulated and taken at the appropriate overtime rate, in accordance with Article **16.02** above. The employee shall also be granted a day off with pay in lieu of the holiday as provided for in Article **17.03** above.

**17.05** If an eligible casual employee who is not regularly scheduled works on a paid holiday, compensation shall be paid at **1½** times an employee's straight time rate for all hours worked on the holiday. Such employees shall not have any other paid holiday entitlements under this Article.

**17.06** At the request of the employee, and where operational requirements permit, an employee shall not be required to work both Christmas and New Years' Day in the same fiscal year.

**17.07** Where the Employer agrees to provide the majority of Employees with time off in support of a community function, those Employees who are unable to take advantage of the time off because of operational requirements will receive equivalent banked time at their straight time rate to be utilized in accordance with article **16.02**.

**ARTICLE 18****VACATIONS**

- 18.01** A full-time employee shall earn vacation leave for each calendar month in which she receives pay for at least 10 days, at the following rates:
- (a) 1¼ days each month until the month in which the anniversary of the 5th year of continuous service is completed:
  - (b) 1 ¾ days each month commencing in the month after completion of 5 years of continuous service and ending in the month that 15 years of continuous service is completed;
  - (c) 2 1/12 days each month commencing in the month after completion of 15 years of continuous service.
- 18.02** Part-time employees shall earn vacation leave at the rates specified in Article 18.01 above, prorated in the same proportion as their hours worked compared to hours of full-time employees. Casual employees shall earn vacation leave at the rate of 4 percent of regular, straight-time wages earned by the employee and paid each pay period.
- 18.03** Employees shall accrue vacation entitlements but are not eligible to take vacation during their probationary period.
- 18.04** Where in respect of any period of vacation leave an employee is granted special leave the period of vacation so displaced shall be added to the vacation period if requested by the employee or reinstated for use at a later date.
- 18.05** Employees are not permitted to carry over more than the amount of vacation entitlements earned in 1 vacation year. Vacation entitlements exceeding 1 year's accrual shall be paid out at the end of the vacation year.
- 18.06** Employees who have completed six months of continuous employment shall be entitled to a Northern allowance of one thousand dollars (\$1,000.00) once each fiscal year, to be paid within thirty (30) days of application for the allowance. Part-time employees shall receive this benefit pro-rated in the same proportion as their hours regularly worked compare to hours of full-time employees. Casual employees shall not receive this benefit.
- 18.07** Full time employees who have requested and are granted vacation leave between October 1 and March 31 of a fiscal year shall receive, in addition to their vacation leave entitlement, for each five (5) consecutive days of leave taken, one (1) extra day of leave up to a maximum of two (2) extra days in a fiscal year. Part time employees shall receive this benefit pro-rated in the same proportion as their hours regularly worked compared to the hours of Full-time employees. Extra vacation leave days must be taken at the same time as vacation leave.

- 18.08** When a paid holiday occurs during a full-time employee's vacation leave, the holiday shall not count as a day of leave.

## **ARTICLE 19**

### **ILLNESS LEAVE**

- 19.01** Illness leave is provided to employees by the Employer by way of indemnity only, for absences due to illness, injury or medical quarantine. Casual employees shall not receive illness leave.
- 19.02** An employee shall earn illness leave credits at the rate of  $1\frac{1}{4}$  days for each calendar month in which she receives pay for at least 80 hours, to a maximum of 120 days, to be computed from date of hire.
- 19.03** An employee shall not be entitled to utilize illness leave credits prior to the completion of her probationary period, or during any period of scheduled vacation leave which commenced prior to the illness or injury, unless the employee is hospitalized during her vacation for at least 1 day, in which event illness leave may be utilized for each day of hospitalization instead of vacation leave. Certification of hospitalization must be provided to claim illness leave and retain vacation leave in these circumstances.
- 19.04** There shall be no charge against an employee's illness leave credits when he is absent on account of illness less than  $\frac{1}{2}$  day, provided the employee was at work for at least 2 hours. Where the absence on account of illness exceeds  $\frac{1}{2}$  day but is less than a full day,  $\frac{1}{2}$  day shall be charged as illness leave.
- 19.05** A Doctor's Certificate may be required at the discretion of the Employer, for any employee absence due to illness. For illness leave less than 3 days a certificate shall not normally be required, however if requested an employee shall make reasonable efforts to provide one.
- 19.06** Employees who will be absent from work due to illness or injury shall notify the Manager or her designate as soon as possible. In the event of a failure, without adequate excuse, to provide at least 2 hours notice of an absence prior to Commencement of a shift, an employee shall not be entitled to claim illness leave benefits in respect of the absence on that shift.
- 19.07** An employee may elect to use accumulated illness leave and special leave credits in cases where compensation is or may be payable under the Workers' Compensation Act. Any compensation received by the employee in respect of such cases shall be assigned to the Employer, and utilized illness leave and special leave shall be re-credited to the extent of compensation so assigned.

**ARTICLE 20****SPECIAL LEAVE**

- 20.01** An employee, other than a casual employee, shall earn special leave credits up to a maximum of 25 days, at the rate of  $\frac{1}{2}$  day for each calendar month in which he receives pay for at least 80 hours, and at the rate of  $\frac{1}{4}$  day for each calendar month in which he receives pay for less than 80 hours. As credits are used they may continue to be earned up to the maximum.
- 20.02** The Employer shall grant special leave earned with pay for up to 5 consecutive working days:
- (a) when there is a death in the employee's immediate family;
  - (b) when an employee is to be married.
- 20.03** The Employer may, in its discretion, grant special leave earned with pay for up to 5 consecutive working days:
- (a) when a member of an employee's immediate family is ill and the employee is required to care for the ill family member, or other members of his immediate family as a result;
  - (b) when a member of an employee's immediate family residing outside Hay River is seriously ill;
  - (c) when special circumstances beyond the employee's control prevent her reporting to work, including serious household or community emergencies where the employee is required to render assistance, and severe weather preventing the employee from travelling to work;
  - (d) when there is a death of an employee's relative other than an immediate family member;
  - (e) when the Employer otherwise considers it appropriate to grant special leave with pay.
- 20.04** An employee shall be granted special leave earned with pay of 1 work day (which the employee may elect to take in two  $\frac{1}{2}$  days), on the occasion and for purposes related to the birth or adoption of the employee's child.
- 20.05** When a doctor certifies that it is necessary for an employee to travel from Hay River to secure medical treatment, the Employer may approve special leave earned with pay for the employee, for the lesser of 3 days or the actual time taken to travel.
- 20.06** The Employer may, in its discretion, grant casual leave with pay to full-time and part-time employees to a maximum of 2 hours, when it is necessary for the employee to attend medical, dental or school appointments during working hours.
- 20.07** The Employer may, in its discretion, grant casual leave with pay to full-time and part-time employees to a maximum of 1 day, when the employee's physician requires him to attend regular treatments

or examinations during working hours.

- 20.08 For the purposes of this Article "immediately family" means an employee's parents, grandparents, children, spouse (including common-law), siblings, parents-in-law, or other relative with whom the employee permanently resides.
- 20.09 A common law spouse relationship exists when an unmarried employee has lived with a person continuously for at least 1 year, publicly representing that person to be their spouse.
- 20.10 This Article does not apply to employees on leave of absence without pay, lay-off, or under suspension.
- 20.11 Requests for leave under Articles 20.03, 20.05, 20.06, 20.07 shall not be unreasonably denied.

## **ARTICLE 21**

### **LEAVES OF ABSENCE**

- 21.01 The Employer may, in its discretion, grant leave of absence without pay to an employee, to a maximum of 1 year, upon the written request of an employee. Requests for leave shall be submitted as far in advance as possible, but in any event at least 4 weeks in advance unless there are circumstances which reasonably prevent the employee from submitting the request in time.
- 21.02 Illness leave credits, special leave credits, paid holiday entitlements, vacation entitlements, and **all** other benefits under this Agreement cannot be claimed by an employee during any leave of absence without pay.
- 21.03 The Employer in its discretion may grant an employee more vacation, illness or special leave than she has earned, subject to the deduction of advanced credits from those subsequently earned. If the employee dies before advanced credits have been repaid no recovery shall be made from the employee's estate.
- 21.04 Employees who have completed at least 1 year of continuous employment, are entitled to pregnancy and parental leave in accordance with provisions of the Northwest Territories Labour Standards Act, Section 32, and the regulations thereunder, or under any applicable replacement legislation.
- 21.05 Employees who have completed at least 1 year of continuous employment who take pregnancy or parental leave, may also be eligible to apply for supplementary unemployment benefits in **accordance** with terms and conditions of applicable unemployment insurance legislation during the period of pregnancy or parental leave.
- 21.06 Employees eligible for supplementary benefits under Article 21.05 shall return to work on the expiry of their pregnancy or parental leave, and shall remain in the Employer's service for at least 6 months (pro-rated for part-time employees) after their return to work, otherwise they are indebted to the

Employer for the supplementary benefits received, reduced on a pro-rated basis according to the number of months less than 6 worked, if any. Repayment under this Article shall not be required in the event employment terminates by reason of death, disability or lay-off.

- 21.07 Payments made to employees in respect of supplementary unemployment benefits shall not exceed a maximum of 17 weeks of top-up payments necessary to provide the employee the combined equivalent of 93 percent of her regular weekly rate of pay. The Employer contribution to supplementary unemployment benefits shall not exceed 33 percent of the employee's regular weekly rate of pay.
- 21.08 Casual employees are not eligible to receive supplementary unemployment benefits under this Article.
- 21.09 (a) Leave of absence without loss of regular pay shall be granted to employees required to serve jury duty and selection, subpoenaed or summoned to attend as a Crown witness in a Criminal Court proceeding, or subpoenaed or summoned to attend Court as a witness in their capacity as an employee of Woodland Manor;
- (b) Leave of absence without pay shall be granted to employees required to attend as a witness or a party in any other judicial proceeding;
- (c) If an employee is granted leave without loss of regular pay under this Article, there shall be deducted from his pay any remuneration received by him for attending Court, other than remuneration received as reimbursement for actual expenses incurred in such attendance.
- 21.10 Notwithstanding any provisions for leave in this Agreement, the Employer may grant leave of absence with or without pay to an Employee in emergency or unusual circumstances.
- 21.11 Leave without pay which is at the discretion of the Employer shall not be unreasonably denied.

## ARTICLE 22

### 1 AND BENEFITS

- 22.01 The Employer shall pay employees wages in accordance with the rates in Schedule A of this Agreement.
- 22.02 When an employee is required by the Employer to perform the duties and take the responsibility of a higher classification on an acting basis she shall be paid acting pay for the duration of time she performs the duties of the higher classification. She shall be paid 4% of regular rate of pay, in addition to her regular pay.
- 22.03 (1) Benefit coverage shall only be provided to eligible employees. Eligibility shall be subject to terms of the insurance policy.

(2) The Employer shall pay the full cost of premiums required for the cost of Dental Insurance. For Life Insurance, Accidental Death and Dismemberment Insurance, Prescription Drug Benefit Plan and Long Term Disability Insurance, the Employer shall pay fifty percent (50%) of the premiums and the employee shall pay the remaining fifty (50%). Employees shall also pay the full cost of Health Care Premiums deducted from their pay, and the full cost of any optional insurance coverage they may select.

22.04 The Employer agrees to provide a pension plan for employees equivalent to the pension plan at H.H. Williams Memorial Hospital. In any event, the Employer agrees to a matching contribution in accordance with the existing plan.

22.05 If an employee is recalled to work for a specific duty she shall be paid the greater of pay for hours worked at the appropriate rate, or 4 hours of straight-time pay. By agreement between the employee and Employer compensating time off with pay in lieu may be accumulated and taken in accordance with Article 16.02.

### **ARTICLE 23**

#### **HOUSING ALLOWANCE**

23.01 All full-time employees shall receive a housing allowance of three hundred and thirty three dollars and thirty three cents (\$333.33) per month. Part-time employees shall receive a pro-rated housing allowance in the same proportion as their hours of work compare to full-time employees, to a maximum of one hundred and sixty-six dollars and sixty-six cents (\$166.66) per month.

### **ARTICLE 24**

#### **STANDBY**

24.01 When the Employer requires a regular employee to be available on standby during off-duty hours, an employee shall be entitled to a standby payment of \$1.10 per hour for each full hour that the employee is on standby.

24.02 An employee designated for standby duty shall be available during his period of standby at a known telephone number and shall be available to return for duty as quickly as possible if called. No standby payment shall be granted if an employee is unable to report for duty when required.

24.03 An employee on standby who is required by the Employer to report for work shall be paid, in addition to the standby payment, the appropriate rate for all hours worked, subject to a minimum payment of 4 hours pay at straight time rate each time he reports, except that this minimum shall apply only once during each period of 8 consecutive hours on standby, calculated from the time the employee responds to the first call,

**ARTICLE 25**

**SAFETY**

- 25.01 The Union and the Employer agree to co-operate in improving work practices and the working environment in order to provide a safe and healthy environment for employees and residents.
- 25.02 The Employer and employees shall abide by all applicable workplace health and safety legislation.
- 25.03 All employees shall undergo a pre-employment medical examination, including a chest x-ray, and shall undergo repeat examinations and x-rays annually thereafter, as a condition of continued employment. All food service employees shall be required to undergo an annual food handlers medical examination as a condition of continued employment.
- 25.04 The Employer will continue to pay for employee annual medicals. Cost for pre-employment medicals, including x-rays and Lab, shall be the responsibility of the applicant.
- 25.05 All employees shall wear suitable attire during working hours, including safe footwear and hair nets where required by the Employer.
- 25.06 The Employer will encourage employees to take available first aid and CPR courses, and will assume costs of such courses and refreshers required to maintain certification, where the Employer requires certification as a condition of employment. When the Employer requires an employee to take first aid or CPR training she shall receive leave without loss of regular pay for such purpose.
- 25.07 There shall be a minimum of 2 resident care givers scheduled on each shift.
- 25.08 The Employer shall provide and pay for protective clothing and other equipment reasonably necessary to protect employees from injury and unhealthy conditions. The Employer shall clean and maintain such items at no cost to employees. Employees shall accept responsibility for all such items provided to them and shall report any loss or breakage to the Employer forthwith. Employees wilfully misusing, neglecting or failing to report the loss of items provided to them shall be required to pay the cost of replacement.

**ARTICLE 26**

**INDEMNITY**

- 26.01 The Employer shall indemnify employees against any claims, costs and legal fees incurred in respect of performance of their duties, provided the employee's conduct giving rise to the claim did not constitute gross disregard or neglect of duty.



- 26.02 In order to claim indemnity under this Article an employee must advise the Employer upon being served with legal process. Thereafter the Employer shall have full responsibility for conduct of proceeding and the employee shall co-operate with the Employer in the conduct of the proceeding.

#### **ARTICLE 27**

#### **JOB SHARE**

- 27.01 At the request of two (2) Employees, the Employer may agree to allow them to share the hours of a full-time position. There must be no increase in cost to the employer and no decrease in productivity. Terms of any job share arrangement shall be agreed upon between the Employer, the affected employees and the Union.

#### **ARTICLE 28**

#### **TERM OF AGREEMENT**

- 28.01 The term of this agreement shall be from April 1, 1996 until March 31, 1998. Unless otherwise specified in a particular article, the effective date of this agreement shall be the date of ratification.
- 28.02 Either party desiring to propose changes to this Agreement shall, within a period not more than 120 days prior to the termination date, give notice in writing to the other party.
- 28.03 This Agreement may be amended by mutual consent.

**SCHEDULE A**  
**RATES OF PAY**

<b><u>Classification</u></b>	<b><u>Step</u></b>	<b><u>Annual</u></b>	<b><u>Hourly</u></b>
<b>Housekeeper</b>			
	1	25,214	12.12
	2	25,717	12.36
	3	26,232	12.61
	4	26,757	12.86
	5	27,292	13.12
<b>Gen. Duty Aide, Maintenance Assistant</b>			
	1	26,346	12.67
	2	26,874	12.92
	3	27,411	13.18
	4	27,960	13.44
	5	28,520	13.71
<b>Cook's Helper, General Duty Aide</b>			
	1	26,874	12.92
	2	27,411	13.18
	3	27,960	13.44
	4	28,519	13.71
	5	29,089	13.99
<b>Maintenance Activity Coordinator</b>			
	1	29,825	14.34
	2	30,421	14.63
	3	31,029	14.92
	4	31,650	15.22
	5	32,283	15.52
<b>Cook, Licensed Practical Nurse</b>			
	1	30,421	14.63
	2	31,029	14.92
	3	31,650	15.22
	4	32,283	15.52
	5	32,929	15.83
<b>Life Enrichment Aide</b>			
	1	28,498	13.70

SCHEDULE A (Continued)  
RATES OF PAY - NOTES

Annual rates of pay are full-time equivalent. Hourly rates of pay are calculated on the basis of the annual rate divided by 2080. All employees are paid hourly.

Current employees will be placed on the salary grid according to a Letter of Understanding between the Employer and the Union. No current employee shall have their present rate of pay reduced as a result of implementation of this Agreement. Their present rate shall be red-circled until their normal progression in Schedule A results in an increase beyond their current rate, or until they change classifications.

Newly hired employees may be started at any Step Level on the grid based on past experience and qualifications of the employee.

When an employee is promoted to a higher classification, she shall be placed at the lowest step of the new position that will provide for an increase in her former regular rate of pay. Future progression will commence as of the date of promotion to the new position. If an employee is transferred to a position with a lower pay level, she will remain at the same Step Level of the new pay rate, but the timing of her progression to the next step will not be affected by the transfer.

After completion of the probationary period, an employee shall advance from Step to Step up to the maximum based on satisfactory performance as assessed by the Employer and the accumulation of 2080 hours of work at each Step. Periods of paid leave will count towards this accumulation. Leaves of absence without pay or lay-offs exceeding 30 days will not be counted as accumulated hours.

General Duty Aids with CNA qualifications and registration in good standing shall be paid an additional allowance, equal to 1 % of the regular rate of pay, for hours worked.

**MEMORANDUM OF UNDERSTANDING**

**between**

**THE UNION OF NORTHERN WORKERS**  
**(the "Union")**

**and**

**THE HAY RIVER COMMUNITY HEALTH BOARD**  
**(the "Employer")**

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1. The Employer and the Union agree to have the Woodland Manor Health and Safety Committee review the help call system and report findings and recommendation to the Hay River Community Health Board.

original Signed by  
**Scott Wiggs**  
**For the Union**

Original Signed By  
**David Matthews**  
**For the Employer**

Aug 29, 1997  
**Date**

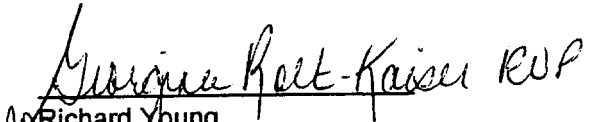
August 29, 1997  
**Date**


Signed this 29<sup>th</sup> day of September 1997.

On behalf of Woodland Manor

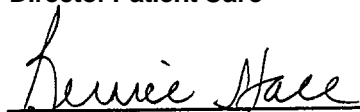
On behalf of the Public Service Alliance of  
Canada

  
David Matthews  
Chief Executive Officer

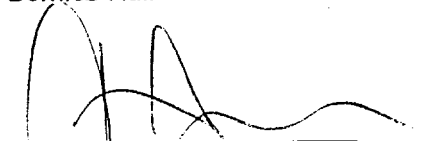
  
for Richard Young  
Member Negotiating Team

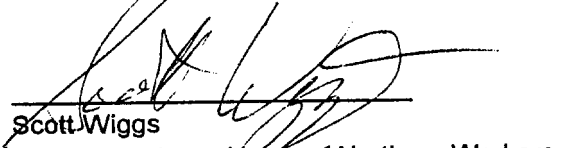
  
Karen Ennis  
Director Patient Care

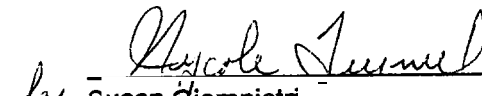
  
Doreen Scheller  
Member Negotiating Team

  
Bernice Hall

  
Charlene Fleisheker  
Member Negotiating Team

  
Craig Neuman  
Chief Negotiator, Woodland Manor

  
Scott Wiggs  
Chief Negotiator, Union of Northern Workers

  
for Susan Giampietri  
Regional Vice President, PSAC

