

**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE HAY RIVER HEALTH AND SOCIAL SERVICES AUTHORITY**



RECEIVED  
NOV 26 2009

- and -

**THE PUBLIC SERVICE ALLIANCE OF CANADA**



**Expires March 31, 2012**

08880(08)

# TABLE OF CONTENTS

(NUMERICAL INDEX)

<u>ARTICLE</u>	<u>PAGE</u>
ARTICLE 1: PURPOSE OF AGREEMENT.....	1
ARTICLE 2: INTERPRETATION AND DEFINITIONS.....	1
ARTICLE 3: RECOGNITION AND NO DISCRIMINATION.....	5
ARTICLE 4: APPLICATION.....	6
ARTICLE 5: FUTURE LEGISLATION AND CONFLICT OF PROVISIONS.....	7
ARTICLE 6: STRIKES AND LOCKOUTS.....	7
ARTICLE 7: MANAGEMENT RIGHTS.....	7
ARTICLE 8: RESTRICTION ON OUTSIDE EMPLOYMENT.....	8
ARTICLE 9: EMPLOYER POLICIES.....	8
ARTICLE 10: SEXUAL HARASSMENT.....	8
ARTICLE 11 : APPOINTMENT OF REPRESENTATIVE.....	9
ARTICLE 12: UNION BUSINESS.....	9
ARTICLE 13: CHECK OFF.....	11
ARTICLE 14: INFORMATION.....	12
ARTICLE 15: PROBATION.....	13
ARTICLE 16: DESIGNATED PAID HOLIDAYS.....	13
ARTICLE 17: GENERAL POLICIES GOVERNING LEAVES OF ABSENCE.....	16
ARTICLE 18: VACATION LEAVE.....	17
ARTICLE 19: SPECIAL LEAVE.....	22
ARTICLE 20: SICK LEAVE.....	24
ARTICLE 21: OTHER TYPES OF LEAVE.....	26
ARTICLE 22: HOURS OF WORK.....	31
ARTICLE 23: MODIFIED WORK WEEK.....	32
ARTICLE 24: OVERTIME.....	33
ARTICLE 25: PAY.....	35
ARTICLE 26: REPORTING AND CALL-BACK PAY.....	38
ARTICLE 27: SHIFT SCHEDULING.....	39
ARTICLE 28: SHIFT PREMIUM.....	41
ARTICLE 29: TERM POSITIONS.....	41
ARTICLE 30: STANDBY.....	42
ARTICLE 31: TECHNOLOGICAL CHANGE.....	43
ARTICLE 32: PAY FOR TRAVEL ON BEHALF OF EMPLOYER.....	44
ARTICLE 33: LAYOFF AND JOB SECURITY.....	44
ARTICLE 34: JOB DESCRIPTIONS.....	48
ARTICLE 35: EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES.....	48
ARTICLE 36: JOB EVALUATION.....	49
ARTICLE 37: ADJUSTMENT OF DISPUTES.....	52
ARTICLE 38: NO CONTRACTING OUT.....	55
ARTICLE 39: LABOUR/MANAGEMENT COMMITTEE.....	55
ARTICLE 40: SAFETY AND HEALTH.....	56
ARTICLE 41: EMPLOYEE ASSISTANCE PROGRAM.....	62

ARTICLE 42: ULTIMATE REMOVAL ASSISTANCE.....	62
ARTICLE 43: MOVING EXPENSES ON INITIAL APPOINTMENT.....	63
ARTICLE 44: DUTY TRAVEL.....	67
ARTICLE 45: EMPLOYEE MEDICAL TRAVEL.....	71
ARTICLE 46: SHORT TERM LEAVE FOR TRAINING PURPOSES.....	73
ARTICLE 47: CIVIL LIABILITY.....	74
ARTICLE 48: DISCIPLINE.....	75
ARTICLE 49: VACANCIES, JOB POSTING, PROMOTIONS AND TRANSFERS.....	76
ARTICLE 50: PENSION PLAN AND BENEFITS.....	77
ARTICLE 51: BILINGUALISM.....	78
ARTICLE 52: MAINTENANCE.....	78
ARTICLE 53: APPRENTICES.....	79
ARTICLE 54: CREDIT FOR PREVIOUS EXPERIENCE.....	80
ARTICLE 55: SEVERANCE PAY.....	81
ARTICLE 56: PROFESSIONAL REGISTRATION FEES.....	82
ARTICLE 57: EDUCATIONAL ALLOWANCES.....	82
ARTICLE 58: ORIENTATION.....	83
ARTICLE 59: RESIGNATION.....	83
ARTICLE 60: JOB SHARING.....	83
ARTICLE 61: NORTHERN ALLOWANCE.....	84
ARTICLE 62: PAY ADJUSTMENTS ON POSITION RE-EVALUATION.....	85
ARTICLE 63: CASUAL EMPLOYEES.....	86
ARTICLE 64: RE-OPENER OF AGREEMENT AND MUTUAL DISCUSSIONS.....	88
ARTICLE 65: DURATION AND RENEWAL.....	88
ARTICLE 66: DEFERRED SALARY LEAVE PLAN.....	89
LETTER OF UNDERSTANDING RE: FLOAT POSITIONS.....	93
LETTER OF UNDERSTANDING RE: TRANSFER OF LEAVE CREDITS.....	95
LETTER OF UNDERSTANDING RE: APPRENTICES.....	96
APPENDIX 1: HOURLY RATES OF PAY.....	97
APPENDIX 2: OCCUPATIONAL GROUPS.....	100
APPENDIX 3: MANDATORY LEAVE DAYS.....	101

**THE HAY RIVER HEALTH AND SOCIAL SERVICES AUTHORITY**

**- and -**

**THE PUBLIC SERVICE ALLIANCE OF CANADA**

**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, increase the productivity and to promote the well-being of the employees to the end that the public 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 In this Agreement:
- (a) “Agreement” and “Collective Agreement” means this Collective Agreement,
  - (b) “PSAC” means the Public Service Alliance of Canada.
  - (c) “Allowance” means compensation payable to an employee in addition to the regular remuneration payable for the performance of the duties of his position.
  - (d) “Bargaining Unit” means all employees of the Hay River Health and Social Services Authority within the scope of the certificate issued by the Canada Industrial Relations Board on March 18, 2009, except as otherwise modified by agreement of the Employer and the Union, or by directive **of** the Canada Industrial Relations Board.
  - (e) “Licensed Practical Nurse” means a person who is registered pursuant to the Licensed Practical Nurse Act (Northwest Territories).

- (f) Spouse is one of two persons legally married to one another, or an individual in a relationship who has lived with another person for a period of at least one (1) year, has publicly represented that person as his/her spouse, and continues to live **with** that person as if that person were his/her spouse.
- (g) “Compensatory Leave” means the equivalent leave with pay taken in lieu of payment.
- (h) Continuous Employment and Service
  - (i) “Continuous Employment” and “Continuous Service” means uninterrupted employment with the Employer; and
  - (ii) with reference to re-appointment of a layoff, his employment in the position held by him at the time he was laid off, and his employment in the position to which he is appointed shall constitute continuous employment, provided his re-appointment occurs within one (1) year of his layoff;
  - (iii) where an employee other than a casual ceases to be employed for a reason other than dismissal, resignation, abandonment of position or rejection on probation, and is re-employed within a period of one (1) year, his periods of employment for purposes of calculating entitlement to pension, sick leave, vacation leave and vacation travel benefits shall be considered as continuous employment.
- (i) “Day of Rest” in relation to an employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of his position other than by reason of his being on leave of absence.
- (j) “Demotion” means the appointment of an employee for reasons of misconduct, incompetence or incapacity, to another position for which the maximum pay for that position is less than that of his former position.
- (k) “Dependant” means a person residing with the employee who is the employee’s spouse (including common-law or same sex), child, step-child, adopted child or foster child who is under twenty-one (21) years of age and dependent on him/her for support, or being twenty-one (21) years of age or more and dependant on him/her by reason of mental or physical infirmity, or any other relative of the employee’s household who is wholly dependent upon him/her for support by reason of mental or physical infirmity.

- (l) “Effects” include the furniture, household goods and equipment and personal effects of employees and their dependents at the time of their move but does not include all-terrain vehicles, automobiles, boats, motorcycles, trailers, snowmobiles, foodstuffs or animals.
- (m) “Employee” shall mean a person in the bargaining unit. At the time of hire employees shall be provided a Letter of Appointment confirming their position, rate of pay, and employment status. For indeterminate employees, **and** for casual **and** term employees working on a regularly scheduled basis the letter shall confirm their normal hours of work. For term employees and for casual employees not engaged in work of a continuing nature, the letter shall confirm the expected date of termination of employment. The employment status of each employee will be determined in accordance with the following:
  - (i) “Indeterminate employee” is one who works on a full-time or part-time basis on regularly scheduled shifts of a continuing nature:
    - (a) “Indeterminate Full-time employee” is one who is regularly scheduled to work the full specified hours in the “Hours of Work” Article of this Agreement, or equivalent hours when averaged over a shift cycle;
    - (b) “Indeterminate Part-time Employee” is one who **is** regularly scheduled for less than normal hours specific in the “Hours of Work” Article of this Agreement. For the purposes of calculating benefits, part-time employees will be guaranteed a minimum of fifteen **(15)** hours per pay period.
  - (ii) “Term Employee” is one who is hired on a term basis for a full-time or part-time position:
    - (a) for a specific job of more than four **(4)** calendar months but less ~~than~~ one (1) year;
    - (b) to replace a full-time or part-time employee who is on approved leave of absence for a period in excess of four **(4)** calendar months; or
    - (c) to replace a full-time or part-time employee who is on leave due to illness or injury where the employee has indicated the duration of such leave will be in excess of four **(4)** months;

- (n) “Employer” is the Hay River Health and Social Services Authority (HRHSSA).
- (o) “Fiscal Year” means the period of time from April 1 in one year to March 31 in the following year.
- (p) “Grievance” means a complaint in writing that an employee, group of employees, the Union or the Employer submits to be processed through the grievance procedure.
- (q) “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.
- (r) “Layoff” means an employee whose employment has been terminated because of lack of work, or because of the discontinuance of a function, and who is suitable for continued employment with the Employer.
- (s) “Leave of Absence” means absence from duty with the Employer’s permission.
- (t) “Membership Fees” means the fees established pursuant to the By-Laws of the Union as the fees payable by the members of the Bargaining Unit, and shall not include any initiation fee, insurance premium, or any other levy.
- (u) “Overtime” means work performed by an employee, at the request of the Employer, in excess of or outside of the regularly scheduled hours of work. In the case of part-time, casual and term employees, overtime means work performed by the employee in excess of full-time hours for the position.
- (v) “Probation” means a period of nine hundred and seventy-five (975) hours worked, from the time an employee first works for the Employer.
- (w) “Promotion” means the appointment of an employee to a new position, the maximum rate of pay of which exceeds that of his former position by at least:
  - (i) the minimum increment in the new position; or
  - (ii) four percent (4%) of the maximum rate of pay of the former position where the new position has only one rate of pay.

- (x) Rates of pay
  - (i) “basic rate of pay and/or hourly rate of pay” shall mean the employee’s pay step in the Salaries Appendix applicable to an employee, excluding all premium payments.
  - (ii) “daily rate of pay” shall mean an employee’s basic rate of pay multiplied by their regularly scheduled hours per day.
  - (iii) “weekly rate of pay” shall mean **an** employee’s basic rate of pay multiplied by their annual regularly scheduled hours of work divided by fifty-two point one seven six (52.176).
- (y) “Registered Nurse” means a person who is registered pursuant to the Nursing Profession **Act** (Northwest Territories).
- (z) “Representative” means an employee who is authorized to represent the Union.
- (aa) “Seniority” is calculated on the basis of regular hours worked with the Employer during the employee’s period of continuous service.
- (bb) “Transfer” means the appointment of an employee to another position, that does not constitute a promotion or demotion.
- (cc) “Union” means the Public Service Alliance of Canada.
- (dd) “Week” for the purposes of this Agreement shall be deemed to commence at 12:01 a.m. on Saturday and terminate at midnight on the following Friday.
- (ee) “Position” means **a** position which has been evaluated under the job evaluation system and which **is** specified in Appendix 2.

2.02 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 Where the singular, feminine or masculine gender is used, it shall be considered to include the plural, masculine or feminine gender, unless otherwise specified.

2.04 “May” shall be regarded **as** permissive and “Shall” and “Will” as imperative.

### **ARTICLE 3: RECOGNITION AND NO DISCRIMINATION**

3.01 The Employer recognizes the Union **as** the exclusive bargaining agent for all employees in the Bargaining Unit.



- 3.02** The Employer and the Union agree that there shall be no discrimination, interference, restriction, harassment or coercion exercised or practiced with respect to any employee by reason of age, sex, race, creed, colour, national origin, ethnic origin, sexual orientation, family status, disability, marital status, conviction for which a pardon has been granted, political or religious affiliation, nor by reason of Union membership or activity, nor by exercising their rights under the Collective Agreement, except as permitted by law.
- 3.03** The Employer shall make reasonable efforts to place an employee in available alternate employment within its employ for an employee who becomes unable to carry out his normal functions as a result of a physical or mental disability. The Union agrees to waive any posting or seniority provisions in this Agreement to allow an employee to fill a position pursuant to this Article.

#### **ARTICLE 4: APPLICATION**

- 4.01** The provisions of this Agreement apply to the Union, the employees in the Bargaining Unit, and the Employer.
- 4.02** Part-time employees shall be entitled to all eligible benefits provided under this Agreement except as limited by the eligibility provisions of the Group Insurance, Medical Disability, Dental and Pension Plans in the same proportion as their actual yearly hours of work compared to the standard yearly hours of work for their position. Where appropriate, benefits will be calculated on a bi-weekly basis and paid and accrued accordingly.
- (a) Notwithstanding the above, part-time employees shall not have their entitlements prorated for the following Articles:
- (i) Article **32** – Pay for Travel on behalf of Employer
- (ii) Article **44** – Duty Travel
- (iii) Article **45** – Employee Medical Travel
- (iv) Article **56** – Professional Registration Fees
- 4.03** Notwithstanding Article **4.01**, the following provisions of the Collective Agreement do not apply to Term employees:
- (a) Article **33**: Layoff and Job Security; and
- (b) Article **55**: Severance Pay.

**ARTICLE 5: FUTURE LEGISLATION AND CONFLICT OF PROVISIONS**

- 5.01 In the event that any law passed by Parliament, or the Northwest Territories Legislative Assembly renders null and void or alters any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement. When this occurs the Collective Agreement shall be re-opened upon the request of either party and negotiations shall commence with a view to finding an appropriate substitute for the annulled or altered provision.
- 5.02 Where there is any conflict between the provisions of this Agreement and any regulation, direction or other instrument dealing with terms **and** conditions of employment issued by the Employer the provisions of this Agreement shall prevail.

**ARTICLE 6: STRIKES AND LOCKOUTS**

- 6.01 There shall be no lockout by the Employer and no interruption or impeding of work, work stoppage, strike, sit-down, slow-down, or any other interference with production by any employees during the term of this Agreement.

**ARTICLE 7: MANAGEMENT RIGHTS**

- 7.01 The Employer reserves all rights not specifically restricted or abrogated by the provisions **of** this Collective Agreement.
- 7.02 Without limiting the generality of the foregoing, the Union acknowledges that it shall be the exclusive right of the Employer to operate and manage its business, including the right to:
- (a) maintain order, discipline and efficiency;
  - (b) make and enforce, from time to time, rules and regulations to be observed by an employee which are not in conflict with any provisions of this Collective Agreement;
  - (c) direct the working force and to create new positions and work units and to determine the number of employees, if any, needed from time-to-time in any work unit or position and to determine whether or not a position or work unit will be continued or declared redundant;
  - (d) hire, promote, transfer, layoff and recall;
  - (e) demote, discipline, suspend or discharge for just cause.

**ARTICLE 8: RESTRICTION ON OUTSIDE EMPLOYMENT**

- 8.01 When an employee wishes to carry on any business or employment outside his regularly scheduled hours of duty he shall notify the Employer in writing of the nature of such business or employment.
- 8.02 When the Employer desires to prohibit an employee's engagement in business or employment outside his regularly scheduled hours of duty such employee will be notified in writing together with the reason for withholding such permission.
- 8.03 Employees are prohibited from carrying on any business or employment outside their regularly scheduled hours of duty when such business or employment is such that:
- (a) a conflict of duties may develop between an employee's regular work and his outside interests; and
  - (b) certain knowledge and information available only to employees place the individual in a position where he can exploit the knowledge or information for personal gain.

**ARTICLE 9: EMPLOYER POLICIES**

- 9.01 The Employer shall provide the Union with a copy of all employee policies or other such instruments within thirty (30) days of issuance.
- 9.02 Where the Employer proposes to issue an employee policy, which is intended to clarify the interpretation or application of the Collective Agreement, the Employer shall consult with the Union prior to issuing the policy.

**ARTICLE 10: SEXUAL HARASSMENT**

- 10.01 The Employer is committed to promoting a work environment which is free from sexual harassment. Every employee has the right to freedom from harassment in the workplace because of sex by his/her Employer or Agent of the Employer or by another employee.
- 10.02 Sexual harassment is defined as any conduct, gesture or contact of a sexual nature that:
- (a) is likely to cause offence or humiliation; or
  - (b) that might, on reasonable grounds, be perceived by an employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.

- 10.03 A grievance under this Article may be initiated at any step of the grievance procedure. Grievances under this Article will be handled with all possible confidentiality and dispatch.

### **ARTICLE 11: APPOINTMENT OF REPRESENTATIVE**

- 11.01 The Union may appoint employees as representatives, and will provide the Employer with the names of all representatives before the Employer is required to recognize employees as representatives.
- 11.02 Upon notification, the Employer shall permit reasonable access to its work premises of an accredited representative of the Union. The representative shall obtain the Employer's permission before entering the premises, which permission shall not be unreasonably withheld. Union representatives and Employer representatives shall co-operate to avoid disruptions of work.
- 11.03 A representative shall obtain his supervisor's permission before leaving work to investigate a grievance and to meet with management for the purpose of dealing with grievances. The representative shall make every reasonable effort to report back to his supervisor before resuming his duties.
- 11.04 **Any** notice to the Union is effectively given if sent to the PSAC Regional Executive Vice-president. Any notice to the Employer is effectively given if sent to the Chief Executive Officer.

### **ARTICLE 12: UNION BUSINESS**

- 12.01 **Leave for Employees Without Loss of Pay**
- (a) The Employer will grant leave without loss of regular pay to employees who a party to a grievance, to attend the arbitration hearing.
  - (b) Where operational requirements permit, the Employer will grant leave without loss of regular pay to one representative of an employee who is a party to a grievance, to attend an arbitration hearing.
  - (c) Where operational requirements permit, the Employer will grant leave without loss of regular pay to a reasonable number of witnesses called by the Employer, the Union or an employee who is a party to a grievance, to attend an arbitration hearing.
- 12.02 **Leave for Grievance Processing**
- Where an employee and his representative are involved in the processing of a grievance with representatives of the Employer, they shall be granted time off without loss of regular pay.

12.03 **Leave for Contract Negotiations**

Where operational requirements permit, the Employer will grant leave of absence without loss of pay for up to two (2) employees for the purpose of attending contract negotiations on behalf of the Union for the duration of such negotiations. If additional employees are required by the Union for this purpose, where operational requirements permit, the Employer will grant leave of absence for up to two (2) additional employees. The Employer will continue to pay the additional employees their applicable salary and benefits during these periods of leave, however the Union will reimburse the Employer for the amounts so paid, within thirty (30) days of the invoice date.

12.04 **Leave without Pay for Contract Negotiation Preparations**

Where operational requirements permit, the Employer will grant leave without pay for up to four (4) employees to attend preparatory negotiations meetings.

12.05 **Executive Council Meetings and Conventions**

Where operational requirements permit, the Employer will grant reasonable leave without pay to a maximum of four (4) employees to attend executive council meetings and conventions of the PSAC, the Canadian Labour Congress and the N.W.T. Federation of Labour.

12.06 **Training of Union Representatives**

Where operational requirements permit, the Employer will grant reasonable leave without pay to a maximum of four (4) employees who have been appointed as representatives on behalf of the Union to undertake training related to the duties of a representative.

12.07 **Constitutional Conferences, Commissions and Board Hearings**

The Employer will grant leave without pay for two (2) employees:

- (a) to participate as delegates to constitutional conferences or other similar forums mandated by territorial legislation; and
- (b) to present briefs to commissions, boards and hearings that are mandated by Territorial legislation or the Federal Government and whose area of interest is of concern to organized labour.

12.08 **Leave of Absence**

- (a) **An** employee elected to a full-time position with one of the organizations listed in clause 12.05 shall be granted leave of absence without pay or benefits 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 employee shall be entitled to an increment for each year of her leave of absence to a maximum of Step 6 in the pay level of her salary.
- (c) The employee shall advise the Employer as soon as possible when an extension of the leave of absence is required due to re-election.
- (d) 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.
- (e) Notwithstanding Article 12.08(4), 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.

12.09 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.

12.10 **Time off for Special Projects**

**Upon reasonable notification, the Employer may grant leave without pay, for a minimum of three weeks, to employees to work on special projects on behalf of the Union. Such leave shall not be unreasonably withheld.**

**ARTICLE 13: CHECK OFF**

13.01 Effective the first (1st) of the month following the signing of this Agreement, the Employer will, as a condition of employment, deduct an amount equal to the amount of Membership Fees from the pay of all employees in the Bargaining Unit.

13.02 The Union shall inform the Employer in writing of the percentage to be checked off for each employee.

13.03 For the purpose of applying Article 13.01, deductions from pay for each employee will occur on a bi-weekly basis and will apply to the extent that earnings are available. Where an employee does not have sufficient earnings in respect of any bi-weekly period to permit deduction, the Employer shall not be obligated to make such deductions from subsequent salary.

- 13.04 No employee organization, other than the Union, shall be permitted to have membership fees deducted by the Employer from the pay of the employees. The Employer may make deductions for other purposes upon the request of the employee and upon the production of appropriate documentation.
- 13.05 The amounts deducted in accordance with Article 13.01 shall be remitted to the Comptroller of the PSAC by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on his behalf.
- 13.06 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer.
- 13.07 The Employer agrees to identify annually on each employee's T-4 slip the total amount of Membership Fees deducted for the preceding year.

#### **ARTICLE 14: INFORMATION**

- 14.01 The Employer agrees to provide the Union, on a semi-annual basis, with information concerning the identification of each member in the Bargaining Unit. This information shall include the name and position 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.
- 14.02 The Employer shall provide each employee with a copy of this Collective Agreement.
- 14.03 The Employer agrees to provide each new member of the Bargaining Unit with a copy of this Collective Agreement upon his appointment.
- 14.04 The Employer and the Union shall share equally all costs associated with the printing and distribution of this Collective Agreement.
- 14.05 Subject to Article 49.01, the Employer shall notify the Union of each newly created position including its designation as to whether it is within or outside of the Bargaining Unit. For newly created positions with the Bargaining Unit, the Employer shall notify the Union of the evaluation for each position.
- 14.06 The Employer shall provide a bulletin board at the Hospital, Woodland Manor, Community Counselling Services, Medical Clinic and other worksites as may be added in the future for Union use, and upon request will endeavour to make meeting space available on-site for local Union business.

- 14.07** A representative shall have the right to give each new employee an orientation of up to thirty **(30)** minutes, and the representative shall be given leave without loss of regular pay for that purpose.
- 14.08** The Employer shall maintain a seniority list, showing the date upon which each employee's service last commenced in the Bargaining Unit and regular hours worked by each employee. An up-to-date copy of the Seniority List shall be posted on a bulletin board and sent to the Union every six **(6)** months.
- 14.09** The Employer shall provide the Union with the use of a lockable filing cabinet on its premises.

### **ARTICLE 15: PROBATION**

- 15.01** All newly hired employees shall serve a probation period of nine hundred and seventy-five **(975)** hours worked, to commence on the first day worked.
- 15.02** The Employer may terminate the employment of an employee on probation at any time during, or at the conclusion of, the probation period, or any agreed extension thereof, with or without cause, and with or without notice. Any grievance of, or on behalf of, a probationary employee relating to termination of his employment, shall not proceed past the second level specified in Article 37.02 of this Agreement, except that in cases of termination of employment a probationary employee, or the Union on his behalf, may appeal the decision to the Chief Executive Officer, by notice in writing presented to the Human Resource Department within fourteen **(14)** calendar days of his decision. In the case of such an appeal, the decision of the Chief Executive Officer shall be deemed to be final and conclusive.
- 15.03** The Employer shall provide a performance appraisal of each probationary employee at least once during the probationary period.

### **ARTICLE 16: DESIGNATED PAID HOLIDAYS**

- 16.01** (1) Paid Holidays
- The following days are Designated Paid Holidays for employees covered by this Collective Agreement:
- (a) New Year's Day;
  - (b) Good Friday;
  - (c) Easter Monday;
  - (d) Victoria Day;



- (e) Canada Day;
- (f) Civic Holiday, the first Monday in August;
- (g) Labour Day;
- (h) Thanksgiving Day;
- (i) Remembrance Day;
- (j) Christmas Day;
- (k) Boxing Day;
- (l) National Aboriginal Day;
- (m) Any additional days when proclaimed by an Act of Parliament as a National Holiday or by an Act of the Legislative Assembly of the Northwest Territories as a Territorial Holiday.
- (2) Where the Employer agrees to provide the majority of employees in the community 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 be paid at the overtime rate for hours worked during that period.

At the request of the employee, and where operational requirements permit, an employee will not be required to work both December 25 and/or 26 and December 31 and/or January 1 in the same fiscal year.

### Full Time Employees

16.02 This Article does not apply to an employee who fails to report for work on the Designated Paid Holiday having been scheduled by the Employer to do so, or who is absent without pay on both the working day immediately preceding and the working day following the Designated Paid Holiday, except with the approval of the Employer or where leave **has** been granted under Article 12.

### 16.03 Alternate Day Off

- 1) For employees in Dietary, Housekeeping, and Nursing Departments (including Ward Clerks), when a day designated as a holiday under Article 16.01 coincides with an employee's day of rest, the employee shall be granted an alternate day off with regular pay within thirty (30) days, before or after the designated holiday. The Employer shall endeavour to schedule the alternate day off combined with an employee's scheduled days off, or in accordance with an employee request, when practical.

- 2) For all other employees, when a day designated as a holiday under Article 16.01 coincides with an employee's day **of** rest, the holiday shall be moved to the employee's first working day following his day **of** rest.

16.04 When a day designated as a holiday for an employee is moved to another day under the provisions of Article 16.03:

- (a) work performed by an employee on the day from which the holiday was moved shall be considered **as** work performed on a day of rest; and
- (b) work performed by **an** employee on the day to which the holiday was moved, shall be considered **as** work performed on a holiday.

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

- (a) twice (2X) his hourly rate for all hours worked; or
- (b) **an** equivalent combination of pay and a day of leave at a later date convenient to both the employee and the Employer.

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

16.07 An employee who is not required to work on a Designated Paid Holiday shall not be required to work on another day that would otherwise be a scheduled day of rest in the week in which that holiday occurs, unless he is paid at a rate at least equal to double his regular rate of wages for the time worked by him on that day.

16.08 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 be paid at the overtime rate for hours worked during that period.

16.09 Part-Time Employees

- (a) **A** part-time employee who works on a Designated Paid Holiday shall be paid for all regularly scheduled hours worked on the Designated Paid Holiday at two times (2X) her basic rate of pay for all hours worked;
- (b) Indeterminate part-time employees shall be paid for Designated Paid Holidays based on the designated full-time equivalent for the employee's position.

- 16.10 All regularly scheduled shift hours worked by employees between 5:00 p.m. December 24 and 12:01 a.m. the day following, or 5:00 p.m. December 31 and 12:01 a.m. the day following, will be paid in accordance with clause 16.05.

**ARTICLE 17: GENERAL POLICIES GOVERNING LEAVES OF  
ABSENCE**

Leaves With Pay

- 17.01 When the employment of an employee who has been granted more vacation, sick leave or special leave with pay than he has earned is terminated by reason of his death, the employee shall be considered to have earned that amount of leave with pay granted to him.
- 17.02 When the employment of **an** employee ~~with~~ more than one (1) year of service who has been granted more vacation, sick leave or special leave with pay than he has earned is laid off, the employee shall be considered to have earned that amount of leave with pay granted to him.
- 17.03 When an employee is in receipt of an extra allowance and is granted leave with pay, he is entitled during his period of leave to receive the allowance if the special or extra duties in respect of which he is paid the allowance were assigned to him on a continuing basis, and provided he returns from the leave to perform the special or extra duties, otherwise he is not entitled to the extra allowance, and any allowance paid during the period of leave must be repaid.
- 17.04 During the month of May in each year the Employer shall inform each employee in the Bargaining Unit in writing of the balance of his special, sick and vacation leave credits as of the 31st day of March.
- 17.05 If, at the end of the fiscal year, an employee's entitlement to vacation leave with pay includes a fractional entitlement of less or more than one-half (1/2) day the entitlement shall be increased as follows:
- (a) to a half day **if** the fractional entitlement is less than one-half (1/2) day;
  - (b) to a full day if the fractional entitlement is more than one-half (1/2) day.

Leaves of Absences Without Pay

- 17.06 Leave of absence without pay may be granted to an employee at the discretion of the Employer.
- 17.07 Applications for leave of absence shall be made in writing to the Employer as early as possible in order that staff substitutions shall be arranged. Applications

for leave shall indicate the departure on leave of absence and the date of return to work.

17.08 In the case of an approved leave of absence, without pay of more than thirty (30) days duration, an employee shall:

- (a) if the employee wishes to maintain coverage under the health benefits plans, she shall make prior arrangements for the direct payment of the full one hundred percent (100%) premiums for all benefit plans subject to the insurer's requirements;
- (b) cease to accrue sick leave, and vacation for the entire period;
- (c) an employee shall have her pay increment date adjusted by the number of calendar days equal to her length of leave and such date shall prevail thereafter;
- (d) an employee granted leave of absence without pay shall not be entitled to a Designated Paid Holiday with pay which may fall during the authorized leave of absence.

17.09 Upon request of an employee, when the Employer rejects an employee's application for leave, the reasons for the rejection shall be provided to the employee in writing forthwith.

17.10 Employees on leave of absence without pay from the Employer including but not limited to the following, maternity leave (except as provided in Articles 21.03 A (3) and 21.03 A (4)), parental leave (except as provided in Article 21.05 (B)), layoff, suspension, and LTD, for more than thirty (30) days shall cease to accrue continuous employment, seniority, holiday, vacation, northern allowance, special leave, sick leave, medical travel assistance, salary increments, group benefit and pension (except where premium waivers are applicable) uniform allowance, professional registration fees and education allowances for the balance of the leave of absence.

### **ARTICLE 18: VACATION LEAVE**

18.01 **Vacation Entitlement - Full-time Employees**

- 1) For each month in which an employee receives seventy-five (75) hours pay, he shall earn vacation leave at the following rates:
  - (a) one decimal three seven five (1.375) days each month until the month in which the anniversary of the second (2nd) year of continuous service is completed.

- (b) one decimal seven nine (1.79) 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 decimal zero eight (**2.08**) days each month commencing in the month after completion of seven (7) years of continuous employment.
- (d) two decimal five (2.5) days each month commencing in the month after completion of fifteen (15) years of continuous employment.
- (e) two decimal nine two (2.92) days each month commencing the month after completion of twenty (20) years of continuous employment.
- (f) An employee working modified work week shall be entitled to vacation time **off** equivalent to that of other employees working the 7.5 hour work day. Upon termination vacation leave credits shall be paid out on the basis of 7.5 hour days.
- (g) Earned leave will be converted into hours owed and utilized according to the scheduled shift pattern.

2) Vacation Entitlement - Part-Time Employees

Indeterminate part-time employees shall earn vacation with pay calculated in hours in accordance with the following formula:

Hours worked as an indeterminate employee	X	The applicable % as outlined below	=	Number of hours of paid vacation time to be taken
---	---	------------------------------------	---	---

- (a) six percent (**6%**) until the month in which the anniversary of the second (2nd) year of continuous service is completed.
- (b) eight percent (**8%**) 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) ten percent (10%) commencing in the month after completion of seven (7) years of continuous employment.
- (d) twelve percent (12%) commencing in the month after completion **of** fifteen (15) years of continuous employment.

- (e) fourteen percent (14%) commencing the month after completion of twenty (20) years of continuous employment.
- 3) For the purposes of this Article, hours worked shall include hours worked and paid at the basic rate of pay.

Effective April **1, 2011**

Employees shall earn vacation leave as follows:

- (a) **0.0084615** days for each hour worked until the month in which the anniversary of the second (2nd) year of continuous service is completed.
- (b) **0.0110153** days for each hour worked 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) **0.0128** days for each hour worked commencing in the month after completion of seven (7) years of continuous employment.
- (d) **0.0153846** days for each hour worked commencing in the month after completion of fifteen (15) years of continuous employment.
- (e) **0.0179692** days for each hour worked commencing the month after completion of twenty (20) years of continuous employment.

For the purposes of this Clause, "hours worked" means all regular hours paid, hours of vacation leave paid, hours of sick leave paid, hours of special leave paid and hours paid for designated paid holidays.

18.02 A request shall be made in writing to the Employer to utilize vacation credits. The request shall be subject to the approval of the Employer. **An** employee may be advanced each April 1<sup>st</sup> his/her annual vacation leave credits for that fiscal year.

18.03 Granting 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 he has proceeded on vacation leave;
  - (c) comply with any request made by an employee before January 31, that he be permitted to use in the following fiscal year any period

of vacation leave of thirty (30) hours or more earned by him in the current year;

- (d) grant the employee vacation leave for up to five (5) consecutive weeks depending upon his vacation entitlements when so requested by the employee; and
- (e) grant employees their vacation leave preference and, where **as** between two or more employees who express a preference for the same period of vacation leave, length of service with the Employer will prevail.

- 2) All requests for vacation leave shall be made in writing at least three (3) months in advance of the requested commencement date of vacation leave, failing which the Employer may exercise discretion in approving the leave, and the requirements of Article 18.03(1) shall not apply.
- 3) The Employer shall reply to the request for vacation leave submitted by the employee within two (2) weeks of its receipt, but is **not** required to respond more than three (3) months prior to the requested commencement of the vacation. Where the Employer has proposed to change, reduce or deny the vacation leave requested, the Employer shall provide the employee written reasons.

18.04 Where in respect of any period of vacation leave, an employee:

- (a) is granted special leave, when there is a death in his immediate family as defined in Article 19; or
- (b) is granted special leave with pay because **of** illness in the immediate family as defined in Article 19; or
- (c) is hospitalized for more than one (1) day and provides certification of hospitalization;

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

18.05 Normally, employees will not be permitted to carry over more vacation leave credits than can be earned in one (1) fiscal year. Vacation leave credits exceeding a one (1) year entitlement will be liquidated and paid out to the employee in the month of May. However, in situations where an employee's vacation leave has been denied due to operational requirements, the employee shall be permitted to **carry** over **up** to two (2) years vacation leave credits.

- 18.06 When during any period of vacation leave an employee is recalled to duty, he shall be reimbursed for reasonable expenses that he incurs:
- (a) in returning to Hay River;
  - (b) in respect of any non-refundable deposits or pre-arrangements associated with his vacation;
  - (c) in returning to the place **from** which he was recalled if he immediately resumes vacation upon completing the assignment for which he was recalled;
- after submitting such accounts 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 he is entitled under Article 18.06 to be reimbursed for reasonable expenses incurred by him.
- 18.08 If the Employer alters or cancels **an** employee's vacation period after it has been approved, the Employer shall reimburse the employee for expenses actually incurred in respect of any non-refundable deposits or pre-arrangements associated with his vacation. The Employer shall not alter an employee's approved vacation period if the employee's spouse has arranged a coinciding vacation period which cannot be altered.
- 18.09 Where an employee dies or terminates his employment:
- (a) the employee or his estate shall, in lieu of earned but unused vacation leave, be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave by the daily rate of pay applicable to the employee immediately prior to the 'termination of his employment; or
  - (b) the Employer shall grant the employee any vacation leave earned but not used by him before the employment is terminated by layoff if the employee so requests.
- 18.10 **An** employee whose employment is terminated by reason of a declaration that he abandoned his position is entitled to receive the payment referred to in Article 18.09. If after reasonable efforts the Employer is unable to locate the employee within **six** (6) months of termination, his entitlement shall lapse.
- 18.11 **An** employee who has requested and is granted vacation leave between October 1 and March 31 of a fiscal year shall receive, in addition to her vacation leave entitlement, for each thirty-seven point five (37.5) consecutive hours of leave taken, seven point five (7.5) extra hours of leave up to a maximum of thirty **(30)** hours in a fiscal year. Extra vacation leave hours must be taken at the same time as vacation leave.



- 18.12 In cases where a Designated Paid Holiday falls within the period of annual leave it shall be considered a day of liquidated leave for determining the entitlement to the winter bonus days described in this Article.

### **ARTICLE 19: SPECIAL LEAVE**

- 19.01 **An** employee shall earn special leave credits up to a maximum of two hundred and twenty-five (225) hours at the following rates:

- (a) three point seven five (3.75) hours for each calendar month in which he receives pay for at least seventy-five (75) hours; or
- (b) one point eight seven five (1.875) hours for each calendar month in which he receives pay for less than seventy-five (75) hours.

**As** credits are used, they may continue to be earned up to the maximum.

Effective April 1, 2011

**An** employee shall earn special leave credits up to a maximum of ~~two~~ hundred and twenty-five (225) hours at the rate of 0.0230769 hours for each hour worked

For the purposes of this Clause, “hours worked” means all regular hours paid, hours of vacation leave paid, hours of sick leave paid, hours of special leave paid and hours paid for designated paid holidays.

- 19.02 For the purposes of this Article, immediate family is defined as an employee’s father, mother, brother, sister, spouse, child, step-child, foster child, father-in-law, mother-in-law, grandparents, grandchild, son-in-law, daughter-in-law 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;
  - (b) when an employee is to be married.
- 2) The Employer may grant an employee special leave earned with pay for a period of up to five (5) consecutive working days:
  - (a) where a member of the immediate family becomes ill (not including childbirth) and the employee is required to care for the sick person;
  - (b) where a member of the employee’s immediate family residing outside Hay River becomes seriously ill;

- (c) where special circumstances not directly attributable to the employee prevent his reporting to duty, including:
  - (i) serious household or domestic emergencies;
  - (ii) a transportation tie-up caused by weather if the employee makes every reasonable effort to report for duty;
  - (iii) serious community emergencies, where the employee is required to render assistance:
- (d) in the event of the death of the employee's brother-in-law or sister-in-law;
- (e) in circumstances which are of general value to the Employer such as where the employee:
  - (i) takes an examination which will improve his position or qualifications;
  - (ii) attends his University Convocation, if he has been continuously employed for at least one (1) year;
  - (iii) attends a course in civil defence training;
  - (iv) requires a medical examination for enlistment in the Armed Forces or in connection with a veteran's treatment program.

Such leave will not be unreasonably withheld.

- 19.03 Special leave in excess of five **(5)** consecutive work days for the purposes enumerated in Article 19.02 may only be granted with the Employer's approval.
- 19.04 **An** employee shall be granted special leave earned with pay up to a maximum of three **(3)** work days on the occasion of the birth of his child. **An** employee shall be granted special leave earned with pay up to a maximum three **(3)** work days on the occasion of the adoption of a child. This leave may be divided into two **(2)** **parts** and taken on separate days.
- 19.05 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, at the discretion of the Employer, be granted subject to the deduction of such advanced leave from any special leave credits subsequently earned.

- 19.06 Employees may be granted casual leave with pay to a maximum of two (2) hours for the following purposes:
- (a) whenever it is necessary for an employee to attend upon his doctor, dentist or lawyer during working hours;
  - (b) for other purposes of a special or unusual nature.
- 19.07 **An** employee who:
- (a) is regularly scheduled to work the majority of hours outside of the hours zero eight hundred (0800) hours to seventeen hundred (1700) hours, Monday to Friday; or
  - (b) an employee who is normally required to be on standby at least ten (10) days per month,
- may, subject to operational requirements use thirty (30) hours of her special leave credits each year at her discretion, on adequate notice to her supervisor.
- 19.08 Employees may be granted casual leave with pay to a maximum of one (1) day per occurrence where the employee's physician requires him to attend regular or recurring medical treatments and checkups.
- 19.09 Casual employees who accrue special leave credits may only access those credits where the employee is unable to work on a previously scheduled shift.
- 19.10 The provisions of this Article do not apply to **an** employee who is on leave of absence without pay, laid off, or under suspension.

**ARTICLE 20: SICK LEAVE**

- 20.01 An employee shall earn sick leave credits at the rate of eleven point two five (11.25) hours for each month in which she receives pay for at least seventy-five, (75) hours, to be computed from the date of hire.
- Effective April 1, 2011
- An** employee shall earn sick leave credits at the rate of 0.0692307 hours for each hour worked.
- For the purposes of this Clause, "hours worked" means all regular hours paid, hours of vacation leave paid, hours of sick leave paid, hours of special leave paid and hours paid for designated paid holidays.
- 20.02 Subject to this Article, all absences on account of illness on a normal work day (exclusive of designated holidays) shall be charged against an employee's

accumulated sick leave credits, An employee's sick leave credits will be charged for the actual number of hours an employee is absent due to illness.

- 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 layoff within a period of one (1) year, he shall earn sick leave credits for each month in which he worked at least seventy five (75) hours, and shall retain any unused sick leave existing at the time of layoff or commencement of leave without pay.

Effective April 1, 2011

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 layoff within a period of one (1) year, he shall retain any unused sick leave existing at the time of layoff 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, at the discretion of the Employer, she may be granted sick leave in advance of up to one hundred and twelve point five (112.5) hours which shall be charged against future credits earned.
- 20.05 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 his sick leave credits for the period of concurrency.
- 20.06 Employees who will be absent from work due to illness or injury shall notify the Department Head or her designate as soon as possible. In the event of a failure, without adequate excuse, to provide 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.
- 20.07 Employees who do not utilize any sick leave credits for a fiscal year shall have the ability to have one (1) accumulated sick day credit (seven point five {7.5} hours) deducted and added to the employee's accumulated vacation leave credits.
- 20.08 Casual employees who accrue sick leave credits may only access those credits where the employee is unable to work on a previously scheduled shift.
- 20.09 An employee is required to produce a certificate from a qualified medical practitioner, certifying that such employee was unable to carry out her duties due to illness:
- (a) for sick leave in excess of three (3) working days; and

- (b) for any additional sick leave in a fiscal year when in the same fiscal year the employee has been granted more than nine (9) work days of sick leave wholly on the basis of statements signed by her.

20.10 Where an indeterminate employee agrees to perform work in addition to the indeterminate employee's regularly scheduled hours of work and the employee subsequently is unable to perform that additional work because of illness, the indeterminate employee shall not be entitled to sick leave for the period of that extra work which the employee, but for illness, would have worked.

### **ARTICLE 21: OTHER TYPES OF LEAVE**

21.01 Leave of absence without loss of regular pay shall be given to every employee, other than employees on leave of absence without pay, laid off, or on suspension, who is required to serve on a jury and the jury selection process, or to attend as a witness in any judicial, quasi-judicial or legislative proceeding by reason of subpoena compelling attendance.

Notwithstanding anything contained in this Article, there may be deducted from the regular pay of the employee any remuneration received by him **as** a result of serving on a **jury** or **as** a witness, other than reimbursement for expenses incurred in such duty.

21.02 **An** employee shall be granted injury-on-duty leave with pay for ninety (90) calendar days or the length of the injury-on-duty leave, whichever is the lesser, where compensation is payable to the employee under the *Workers' Compensation Act* (Northwest Territories), if the employee agrees to pay the Employer any Workers' Compensation benefits received by him.

21.03 Maternity Leave

**A.** Notification

- 1) An employee who becomes pregnant shall notify the Employer of her pregnancy at least fifteen (15) weeks prior to the expected date of termination of her pregnancy and, subject to Section (2) of this Clause, shall, eleven (11) weeks before the expected date of the termination of her pregnancy be granted leave without pay for a period ending not later than seventeen (17) weeks after the date of the termination of her pregnancy.
- 2) The Employer may:
  - (a) upon written request from the employee, defer the commencement of maternity leave without pay of an employee or terminate it earlier than seventeen (17) weeks after the date of the termination of her pregnancy;

- (b) grant maternity leave without pay to an employee to commence earlier than eleven (11) weeks before the expected termination of her pregnancy;
  - (c) where maternity leave without pay is requested, require an employee to submit a medical certificate certifying pregnancy.
- 3) For the portion of maternity leave during which an employee has a valid health-related reason for being absent from work and who is in receipt of sick leave, maternity leave allowance benefits, or LTD; benefit plan premium payment shall be administered in the same fashion as an employee absent due to illness.
  - 4) Leave granted under this Clause shall be counted for the calculation of "continuous employment" and "continuous service". Time spent on such leave shall be counted for pay increment purposes.

B. Maternity Leave Allowance

- 1) After completion of six (6) months continuous employment, an employee who provides the Employer with proof that she has applied for and is eligible to receive employment insurance benefits shall be paid a maternity leave allowance.
- 2) An applicant under Article 21.03(B)(1) shall sign an agreement with the Employer providing:
  - (i) that she will return to work and remain in the Employer's employ for a period of at least six (6) months after her return to work;
  - (ii) that she will return to work on the date of the expiry of her maternity leave, unless this date is modified with the Employer's consent.
- 3) Should the employee fail to return to work as per the provisions of Article 21.03(B)(2), the employee recognizes that she is indebted to the Employer for the amount of maternity leave allowance received, except by reason of death, disability or layoff. Should the employee not return to work for the full six (6) month period, the employee's indebtedness shall be reduced on a pro-rated basis according to the period of time which she worked. Subject to operational requirements and the availability of part-time employment, as determined by the Employer, the employee may return to work as an indeterminate part-time employee. When this occurs, the employee's indebtedness will be adjusted to a period equal to six (6) months service at the employee's pre-maternity leave full-time equivalent.

C. Weekly Rate of Pay

1) In respect of the period of maternity leave, maternity leave allowance payments will consist of: for the first two (2) weeks, payments equivalent to 93% of her weekly rate of pay. For up to a maximum of an additional 15 weeks, payments equivalent to the difference between the employment insurance benefits she is eligible to receive and 93% of her weekly rate of pay.

2) Full Time Employee

For a full-time employee the weekly rate of pay referred to in Article 21.03(C)(1) shall be the weekly rate of pay to which she is entitled for the position she was working in on the day immediately preceding the commencement of the maternity leave.

3) Part Time Employee

For a part-time employee the weekly rate of pay referred to in Article 21.03(C)(1) shall be the pro-rated weekly rate of pay to which she is entitled for the position she was working in, averaged over the six (6) month period of continuous employment immediately preceding the commencement of the maternity leave.

Further, when a pregnant employee produces a statement from her physician that her working condition may be detrimental to her health or that of the fetus, the Employer will either change those working conditions where that is reasonable within operational requirements or allow the employee to take leave of absence without pay for the duration of her pregnancy.

21.04 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.

21.05 Parental Leave Without Pay

A. Where an employee has or will have the actual care and custody of his/her new-born child or an employee commences proceedings to adopt a child or obtains an order for the adoption of a child, he/she 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.

An employee who intends to request parental leave shall make every effort to provide reasonable notice to the Employer. In the case of an adoption, the employee shall notify the Employer as soon as the application for

adoption has been approved by the adoption agency, or legal guardianship and custody papers have been drawn.

The Employer may:

- (a) defer the commencement of adoption leave without pay at the request of an employee;
  - (b) require an employee to submit proof of adoption.
- B. Leave granted under this Clause shall be counted for the calculation of continuous employment “ **and** “continuous service”. Time spent on such leave shall be counted for pay increment purposes.

C. Parental Leave Allowance

- (1) After completion of six (**6**) months continuous employment, an employee who provides the Employer with proof that she has applied for and is eligible to receive unemployment insurance benefits shall be paid a parental leave allowance.
- (2) An applicant under Article 21.05(C)(1) shall sign an agreement with the Employer providing:
  - (i) that she will return to work and remain in the Employer’s employ for a period of at least six (**6**) months after her return to work;
  - (ii) that she will return to work on the date of the expiry of her parental leave unless this date is modified with the Employer’s consent.
- (3) Should the employee fail to return to work, as per the provisions of Article 21.05(C)(2), except by reason of death, disability, or layoff, the employee recognizes that she is indebted to the Employer for the amount received as a parental leave allowance. Should the employee not return for the full six (**6**) month period, the employee’s indebtedness shall be reduced on a pro-rated basis according to the period of time which she worked.

D. Weekly Rate of Pay

- (1) In respect of the **period** of parental leave taken by an employee who has not taken maternity leave, parental leave allowance payments will be equivalent to 93% of the employee’s weekly rate of pay for the first two weeks and for an additional 15 weeks, payments equivalent to the different between the employment



insurance benefit the employee is eligible to receive and 93% of the employee's weekly rate of pay.

In respect of the period of parental leave taken by an employee who has taken maternity leave, parental leave allowance payments will be equivalent to the difference between the employment insurance benefit the employee is eligible to receive and 93% of the employee's weekly rate of pay for 17 weeks.

(3) Full Time Employee

For a full-time employee the weekly rate of pay referred to in Article 21.05(D)(1) shall be the weekly rate of pay to which she is entitled for the position she was working in on the day immediately preceding the commencement of the parental leave;

(4) Part Time Employee

For a part-time employee the weekly rate of pay referred to in Article 21.05(D)(1) shall be the pro-rated weekly rate of pay to which she is entitled for the position she was working in, averaged over the six (6) month period of continuous employment immediately preceding the commencement of the parental leave.

- E. Parental leave utilized by an employee-couple in conjunction with maternity leave shall not exceed a total of fifty-two (52) weeks for both employees combined.
- F. Parental leave taken by an employee in conjunction with maternity leave shall be taken immediately after the termination of maternity leave and the duration of both periods of leave combined shall not exceed a total of fifty-two (52) weeks.
- G. When parental leave is taken by an employee-couple, payments made pursuant to the Supplementary Unemployment Benefits Plan shall not exceed a total of 17 weeks for both employees combined and parental leave taken by an employee-couple shall not exceed a total of thirty seven (37) weeks for both employees combined.

21.06

Spousal Relocation

The Employer may grant leave without pay for a period of up to one (1) year, at the request in writing of an employee, for personal reasons, which may include the permanent relocation of a spouse.

Leave without pay granted under this clause shall be deducted from the calculation of continuous employment for the purposes of calculating pay

increments, severance pay and vacation leave for the employee involved, except where the period of leave is less than three (3) months.

**ARTICLE 22: HOURS OF WORK**

22.01 Except ~~as~~ provided in Article 23, a normal full-time work week shall be thirty-seven point five (37.5) hours per week.

22.02 Full-time employees who ~~as~~ of the effective date of this Agreement, have regular hours of work of thirty-seven point five (37.5) hours per week, shall maintain such regular hours ~~of~~ work per week for the duration of this Agreement.

22.03 All employees working shifts of four **(4)** hours or more shall be entitled to a rest period of fifteen (15) minutes for each four **(4)** hours of work or portion thereof in excess of two (2) hours, commencing at or around the midpoint ~~of~~ the four **(4)** hour period. The commencement of rest periods shall be determined by the employee's supervisor.

22.04 All employees working shifts of seven point five (7.5) hours or more shall be entitled to one unpaid meal period of thirty (30) minutes, which shall be scheduled by the employee's supervisor. The meal period shall be scheduled as close to the midpoint ~~of~~ the **shift** as practical. It is recognized that the meal period may be staggered for the employees engaged in continuous operations.

22.05 Where an employee is required by the employee's supervisor, in writing, to remain at their place of work over a meal break, the employee shall be paid for the meal period at her basic rate of pay.

22.06 If an employee is required by her supervisor to work through her meal break and it is not possible to reschedule the meal break later in the shift, she shall be paid at the applicable overtime rate.

22.07 **Flexible Hours**

Notwithstanding Article 27.06(a) and (e), with the mutual agreement of the Employer and an employee, the employee may work flexible or staggered hours between 0700 and 2200, subject to operational requirements and provided that the Employer incurs no additional overtime costs as a result of these flexible or staggered hours.

This agreement may be terminated ~~with~~ two (2) weeks notice by either the Employer or the employee, or earlier by mutual agreement.

**ARTICLE 23: MODIFIED WORK WEEK**

- 23.01 It is recognized that the Employer shall implement modified work weeks for employees covered by the overtime averaging permit with Employment Standards and other employees who work a modified work week. The primary intent of the modified work week is to provide employees working it a compressed work period with no increased cost to the Employer. All Articles of this Agreement shall be interpreted in such a manner as to take into account the effect of the extended work day, the resultant compressed work week, and the intent of no additional costs.
- 23.02 Regular hours of work for all employees on modified work week schedules, exclusive of unpaid meal periods, shall be:
- (a) twelve (**12**) consecutive hours per day;
  - (b) one thousand nine hundred and fifty (**1,950**) hours per year;
  - (c) a maximum of four (**4**) consecutive shifts;
  - (d) thirty-seven point five (**37.5**) hours per week when averaged over one (**1**) complete shift schedule specified in Article 27.02.
- 23.03 An employee working a modified work week shall be entitled to vacation time off equivalent to that of other employees working the seven point five (**7.5**) hour work day. Upon termination, vacation leave credits shall be paid out on the basis of seven point five (**7.5**) hour days, Earned leave will be converted into hours owed and utilized according to the scheduled shift pattern.
- 23.04 **An** employee working a modified work week schedule shall be entitled to the Designated Paid Holidays as specified in Article 16 and shall be paid for same at the employee's basic rate for seven and a half (7.5) hours.
- 23.05 When a day designated as a holiday under Clause 16.01 coincides with an employee's day of rest, the employee shall be paid for the holiday at the employee's basic rate for 7.5 hours, or at the employee's request, the holiday shall be taken at a later date.
- 23.06 When **an** employee is required to work on a Designated Paid Holiday **as** part of the employee's regularly scheduled hours of duty or as overtime when the employee is not scheduled to work, the employee shall be paid in addition to the pay that the employee would have been granted had the employee not worked on the Holiday:
- (a) twice (**2X**) the employee's straight time rate for all hours worked; or
  - (b) an equivalent combination of pay and a day of leave at a later date convenient to both the employee and the Employer.

**An** employee scheduled to work on a Designated Paid Holiday shall be paid at the applicable overtime rate for all hours worked from 00:01 to 24:00 on the Designated Paid Holiday.

- 23.07 Sick leave and special leave credits for employees working modified work weeks shall be earned at the rate specified in Articles 19 and 20 of the Agreement. Earned leave shall be converted into hours owed and utilized according to the scheduled shift pattern.
- 23.08 All employees working shifts of four (4) hours or more shall be entitled to a rest period of fifteen (15) minutes for each four (4) hours of work or portion thereof in excess of two (2) hours, commencing at or around the midpoint of the four (4) hour period. The commencement of rest periods shall be determined by the employee's supervisor.
- 23.09 Where an employee is required by the employee's supervisor, in writing, to remain at their place of work over a meal break, the employee shall be paid for the meal period at her basic rate of pay. .
- 23.10 If an employee is required by her supervisor to work through her meal break and it is not possible to reschedule the meal break later in the shift, she shall be paid at the applicable overtime rate.

#### **ARTICLE 24: OVERTIME**

- 24.01 In this Article:
- (a) "straight time rate" means the hourly rate of pay;
  - (b) "time and one-half" means one and one-half times (1 1/2X) the straight time rate;
  - (c) "doubletime" means twice (2X) the straight time rate.
- 24.02 **An** employee who is required to work overtime shall be paid overtime compensation for each completed fifteen (15) minutes of overtime worked by him subject to a minimum payment of one (1) hour at the overtime **rate**. Overtime work must be authorized in advance by the Employer, except in emergencies where advance authorization is not practical.
- 24.03 Employees shall record starting and finishing times of overtime worked on a form determined by the Employer.

**24.04** Subject to operational requirements, the Employer shall make every reasonable effort:

- (a) to offer 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.

Notwithstanding anything in this clause, an employee who is absent from work and who is on sick leave (with or without pay) shall not be eligible for overtime until the employee has either returned from the leave and has completed a scheduled shift or forty eight (48) hours has elapsed from the expiry of the employee's leave except in cases where the Employer determines that there are no other readily available qualified employees to perform the overtime.

**24.05** An employee may, for cause, refuse to work overtime, providing he places his refusal in writing. For full-time employees, outside employment shall not be cause to refuse overtime.

**24.06** Subject to Article **24.02** an employee who is requested to work overtime shall be entitled to the appropriate rate described below in Article **24.07**.

**24.07** Overtime work shall be compensated as follows:

- (a) one and one-half times (1 1/2X) for the first four (4) consecutive hours of overtime worked; and
- (b) at twice (2X) for all consecutive hours of overtime worked after the first four (4) consecutive hours of overtime, and at twice (2X) for all hours worked on the second or subsequent day of rest, provided the days of rest are consecutive; and
- (c) in lieu of (a) and (b) above, at the request of the employee and subject to Article **24.10**, the Employer shall grant equivalent paid leave to be taken at a time mutually agreeable to the Employer and the employee.

**24.08** "First day of rest" is defined as the twenty-four (24) hour period commencing at midnight of the calendar day on which the employee completed his last regular shift; and

When the first and second or subsequent day of rest are consecutive, "second or subsequent day of rest" is defined as the period immediately following expiration of the first day of rest and ending at the time of commencement of the employee's next regular shift.

- 24.09 Where an employee is required to work three (3) or more hours of overtime immediately following his regularly scheduled hours of duty, and, because of operational requirements, the employee is not permitted to leave his 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 Article 44.05.
- 24.10 When overtime is taken in the form of paid leave, the following provisions shall apply:
- (a) no more than eighty (80) hours may be banked at any time. As banked hours are depleted, they may continue to be earned up to the maximum of eighty (80) hours. A maximum of eighty (80) hours of banked time can be carried forward into another fiscal year. Banked time in excess of eighty (80) hours at any time, shall be paid out;
  - (b) banked time shall be taken at a time mutually acceptable to both the employee and Employer; and
  - (c) an employee may request the payout of the employee's banked hours at any time.
- 24.11 Notwithstanding Article 2.01u) or other provisions of this Article, employees working modified work week schedules shall only be entitled to overtime compensation when they work in excess of and contiguous with, twelve (12) consecutive hours per day, or in excess of thirty-seven point five (37.5) hours per week, when averaged over a complete shift cycle. Except as modified by this Clause, the other provisions of this Article shall apply to employees working modified work week schedules.

### **ARTICLE 25: PAY**

- 25.01 Employees are entitled to be paid for services rendered for the position to which they are appointed at the pay rates specified in Appendix 1.
- 25.02 Employees shall be paid on a bi-weekly basis, with pay days being every second Friday.
- 25.03 In the event there is delay in paying employees, the Employer will assist those employees by providing advances or by other appropriate means.
- 25.04 Employees who have earned remuneration in addition to their regular pay, shall receive such remuneration in the four (4) weeks following the day when such remuneration was earned, provided properly completed forms are submitted by the employee in sufficient time. When overtime compensation is paid, the pay statement shall indicate the pay periods, rate of overtime, and the number of overtime hours.

25.05

Acting Pay

- 1) When an employee is required by the Employer to perform the duties of a position at a higher pay range on an acting basis, he/she shall be paid acting pay. Acting pay shall be the greater of:
  - (a) the higher pay range **as** if he/she had been appointed to the position at that higher pay range; or
  - (b) 10% of the acting employee's regular pay;
 

calculated from the time on which he/she commenced to act, for the period in which he/she acts.
- 2) When a day designated **as** a paid holiday occurs on a day when the employee would otherwise be performing duties on **an** acting basis, any holiday pay shall be calculated at the rate **of** the higher position the employee is acting in.
- 3) When an employee **is** on leave with pay when performing duties on an acting basis, any leave pay shall be calculated at the rate of the higher position the employee is acting in; provided he returns from the leave to the acting position, otherwise, leave pay shall be calculated at his regular rate of pay, and any additional monies paid during the period of leave must be repaid.

25.06

Responsibility Pay

In lieu of any entitlements under Article 25.05, when an employee is designated in charge of a ward, unit or Department on any shift in circumstances which place upon the employee responsibilities greater than those ordinarily assumed, such employees shall be paid a special hourly allowance of two dollars (\$2.00) per hour in respect of such added responsibilities.

25.07

Negotiated Salary Increases

- 1) The Employer agrees to pay any 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 any retroactive remuneration for salary increase, overtime and shift premiums, not later than two (2) months following the month in which the Agreement is signed.
- 3) All retroactive pay shall be clearly identified on the employee's pay stub.

- 25.08 When an employee is appointed to a new position he shall be paid:
- (a) if the appointment constitutes a promotion an increase in salary that is nearest to but not less than the difference between Step 1 and Step 2 of the new pay range;
  - (b) Transfer
    - (i) if the appointment constitutes a transfer, at the rate nearest to, but not less than his former rate of pay; or
    - (ii) where the employee agrees to accept a transfer to a position, the maximum rate of pay of which is less than his present rate of pay, the employee shall be paid at the maximum rate of the new position to which he agrees to be transferred.
  - (c) if the appointment is as a result of the employee's successful application for a position, the maximum rate of pay of which is equal to or less than that of the employee's present position, the employee shall be paid at a level in the appropriate pay range for the new position that is commensurate to the employee's qualifications and experience for the position.

25.09 Where an employee ~~has~~ been overpaid, the Employer will, before recovery action is implemented, advise the employee in writing of the amount overpaid and the intention of the Employer to recover the overpayment. No continuing employee shall be subject to deductions from pay to recover overpayments in excess of ten percent (10%) of the employee's net earnings per pay period except in the case of recoveries for absence without leave. If more than six (6) years have passed since the overpayment was made there shall be no recovery of the overpayment.

25.10 Pay Increments

- 1) **An** employee holding a position for which there is a minimum and maximum rate of pay may be granted increases in pay until he reaches the maximum for the position. Such pay increases are dependent on satisfactory performance of the duties of the position by the employee, and shall not be granted to the employee until his department head certifies to the Employer that the employee is so performing the duties of his position.
- 2) For the purposes of such pay increases the performance of the employee shall be reviewed annually.
- 3) Pay increments which are recommended by the department head shall be granted as follows:



- (a) For full-time employees, on the anniversary date of the employee's date **of** hire into the position;
  - (b) For part-time, term and casual employees, after one thousand nine hundred and fifty (1,950) paid hours of work, excluding overtime and call back hours where the call back hours occur as a result of the employee being on standby.
- o
  - 4) Where the department head intends to recommend withholding a pay increment from an employee, he shall, at least two (2) weeks and not more than six (6) weeks before the due date for the pay increment to the employee, give the employee notice in writing of his intention to do so. If such notice of denial is not given, the pay increment shall be implemented on the due date.
  - 5) Where an employee is not granted a pay increment on the day on which a pay increment would otherwise become due to him, a pay increment may become due to him six (6) months after the month he would have been due to have been granted a pay increment, or the Employer may defer the pay increment for a period of twelve (12) months after the month he would have been granted a pay increment.

#### **ARTICLE 26: REPORTING AND CALL-BACK PAY**

26.01

##### Reporting Pay

- 1) When an employee is directed and reports to work, she is entitled to a minimum of four (4) hours of pay at the straight time rate, or to pay for hours worked at the appropriate overtime rate, whichever is greater.

##### Call Back Pay

- 2) When an employee is called back or recalled to work she is entitled to a minimum of four (4) hours of pay at the straight time rate, or to pay for hours worked at the appropriate overtime rate, whichever is greater.
- 3) **An** employee who is required to work during off duty hours by responding by phone, e-mail or other electronic means **and is** not required to return to the workplace, shall be compensated at the greater **of**:
  - (a) one (1) hour at the straight time rate; or
  - (b) compensation at the applicable overtime rate for time worked.

The minimum one (1) hour payment applies only once during each sixty minute period.

The minimum payment of one (1) hour at the overtime rate in Article 24.02 does not apply in this situation.

- 26.02 Reporting or call-back pay shall be made either in **pay or in** equivalent paid leave. If leave is provided, it shall be taken at a time mutually agreeable to the Employer and the employee.
- 26.03 (a) When **an** employee reports to work, overtime for which he/she has been recalled under the conditions described in clause 26.01 **and** is required to use transportation services other than normal public transportation service, he/she shall be paid the actual cost of commercial transportation each way, up on the production of receipt for payment of transportation in excess of five dollars (\$5.00).
- (b) Where the employee uses his/her personal motor vehicle, he/she shall be paid the appropriate distance rate specified in Article 44 - Duty Travel.

#### **ARTICLE 27: SHIFT SCHEDULING**

- 27.01 The Employer agrees that before a schedule of working hours is changed, the change will be discussed with the Union if the change will affect a majority of the employees governed by the schedule.
- 27.02 Shift schedules for operations that entail rotating shifts shall be posted in the work area at least fourteen (14) calendar days in advance of the starting date of the new schedule. Shift schedules shall indicate the work requirements for each affected employee for a minimum of twenty-eight (28) days.
- 27.03 Except by mutual agreement between the Employer and the employee, when an employee's work schedule is revised without five (5) calendar days notice, the employee shall be compensated at the rate of time and one-half (1 1/2) for the first full shift worked on the new schedule. Subsequent shifts worked on the new schedule shall be paid for at the straight time rate.
- 27.04 The Employer agrees that it shall not schedule split shifts.
- 27.05 Employees shall not be required to work more than seven (7) consecutive shifts between days off and it shall be the intent **to** assign less than the maximum.
- 27.06 Shift schedules for indeterminate employees shall provide for:
- (a) at least sixteen (16) hours **off** duty at a shift changeover;
- (b) at least two (2) consecutive days of rest after every seven (7) consecutive days of **work**;

- (c) every third (3rd) weekend off in succession, and where practical every second (2nd) weekend off;
- (d) weekend shall be defined **as** 12:01 a.m. Saturday until 7:00 a.m. Monday;
- (e) period of weekend time off shall be **at** least fifty-five (55) hours.

27.07 Shift schedules for all employees working modified work weeks shall provide for:

- (a) at least twenty-four (24) hours off duty at a shift changeover;
- (b) every third (3rd) weekend off in succession, and where practical every second (2nd) weekend off;
- (c) weekend shall be defined **as** twenty hundred (2000) hours Friday until zero six forty-five (0645) hours Monday;
- (d) period of weekend time off shall be at least sixty (60) hours.

27.08 Provided at least three (3) days notice is given, and with the approval of the Employer, employees may exchange shifts if there is no increase in cost to the Employer. Employer approval must be sought during normal business office hours.

27.09 **A** request by **an** employee to work evenings, nights or days only shall not be unreasonably denied, if a majority of other affected employees in the area concur, provided the Employer shall have the right to assign periods of day duty for the purpose of maintaining proficiency totaling not more than twelve (12) shifts in a year. When a request to work evenings, nights or days only is accommodated the employee may only alter that request by giving twelve (12) weeks notice of her intention.

27.10 **A** full-time employee may also be employed as a casual employee in a different position. **A** part-time employee may also be employed as a part-time employee in **a** different position, or as a casual employee in a different position.

When that occurs, the provisions of Article 27 apply only to the hours scheduled in each position.

**ARTICLE 28: SHIFT PREMIUM**

- 28.01 An employee who is regularly scheduled to work outside of the normal hours of work, zero eight hundred (0800) hours to seventeen hundred (1700) hours, shall be paid a **shift** premium as follows:
- (a) **two dollars and fifty cents (\$2.50)** per hour for all hours worked between the hours of sixteen hundred (1600) hours and twenty-four hundred (2400) hours; and
  - (b) **two dollars and fifty cents (\$2.50)** per hour for all hours worked between the hours of twenty-four hundred (2400) hours and zero eight hundred (0800) hours.

Shift premium will also be paid for all overtime hours worked contiguously to the periods specified in (a) and (b) above.

- 28.02 Employees shall receive an additional premium of **two dollars and fifty cents (\$2.50)** per hour for work on Saturday and/or Sunday for hours worked. Weekend premium shall be payable in respect of all regularly scheduled straight time hours worked.

**ARTICLE 29: TERM POSITIONS**

- 29.01 No term position shall have a stated term of more than forty eight (48) months. In exceptional circumstances and with the Agreement of the Union, the Employer may extend a term position beyond the forty eight (48) month period. Such agreement shall not be unreasonably withheld.
- 29.02 A term position must continue to the end of the term, except in the case of a termination for just cause, lack of funding, appointment to an indeterminate position, or shortage of work.
- 29.03 **An** indeterminate employee who accepts a term position shall continue, during the period of the term position, to retain all of the benefits of an indeterminate employee. At the expiry of the term position the indeterminate employee shall be returned to the employee's previous position.
- 29.04 Should the Employer wish a term position to extend beyond forty eight (48) months, that position must, except with the agreement of the incumbent and the Union, be posted and filled in accordance with Article 49 herein, except that competition shall be limited to internal applicants. **If** the incumbent is the successful candidate her seniority date shall be the initial date of hire into the term position.

**ARTICLE 30: STANDBY**

- 30.01 When 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 (1) hour's pay at the employee's base salary for each eight (8) consecutive hours or portion thereof that he/she is on standby, except on his days of rest and Designated Paid Holidays. For each eight (8) consecutive hours or portion thereof that an employee is on standby on a day of rest or a Designated Paid Holiday he shall be entitled to a standby payment of one and one half (1 1/2) hour's pay at the employee's base salary.
- 30.02 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. In designating employees for standby the Employer will endeavour 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**.
- 30.03 No standby payment shall be granted if an employee is unable to report for duty when required.
- 30.04 **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 he reports except that this minimum shall only apply once during each continuous eight (8) hour period of stand-by.
- 30.05 **An** employee who is required to work during off duty hours by responding by phone, e-mail or other electronic means and is not required to return to the workplace, shall be compensated at the greater of:
- (a) one (1) hour at the straight time rate; or
  - (b) compensation at the applicable overtime rate for time worked.
- The minimum one (1) hour payment applies only once during each sixty minute period.
- The minimum payment of one (1) hour at the overtime rate in Article 24.02 does not apply in this situation.
- 30.06 Except in the case of emergency, unscheduled absence, or other unplanned event, standby schedules shall be posted fourteen (14) days in advance of the starting date of the new shift schedule.
- 30.07 Employees on standby are not eligible to receive reporting or call-out pay under Article 26.

- 30.08 When an employee on standby is required to report for work, he/she shall be reimbursed transportation costs as follows:
- (a) actual cost of commercial transportation each way not to exceed five dollars (\$5.00) without the production of a receipt;
  - (b) where he/she uses his/her personal motor vehicle, the appropriate distance rate specified in Article 44 – Duty Travel.

**ARTICLE 31: TECHNOLOGICAL CHANGE**

- 31.01 Technological change means:
- (a) the introduction by the Employer of equipment or material of a different nature than that previously utilized; and
  - (b) a change in the Employer's operation directly related to the introduction of that equipment or material.
- 31.02 Both parties recognize the overall advantages of technological change. Both parties will therefore encourage and promote technological change and improvements.
- 31.03 When the Employer is considering the introduction of a technological change which would result in significant changes in the employment status or working conditions of employees, it shall provide the Union at least six (6) months notice before the introduction of such a technological change with a written, detailed description of the nature of the proposed change, the date on which the Employer proposes to effect the change, the approximate number and type of employees likely to be affected by the change, including names of employees where available, the effect that the change is likely to have on the terms and conditions or security of employment of the employees affected, and the rationale for the change.
- 31.04 Where the Employer has notified the Union that it intends to introduce a technological change, the parties undertake to meet and to hold constructive and meaningful consultations in an effort to reach agreement on solutions and administrative procedures to deal with problems arising from the change.
- 31.05 The Employer shall make every reasonable effort to continue employment of employees who would otherwise become redundant because of technological change.
- 31.06 Where an employee requires new or different skills as a result of technological change, the Employer shall make every reasonable effort to provide the required training courses at no cost to the employee.

- 31.07 Sections 52, 54 and 55 of the *Canada Labour Code* do not apply, during the term of this Agreement, to the Employer and the Union.

**ARTICLE 32: PAY FOR TRAVEL ON BEHALF OF EMPLOYER**

- 32.01 Where an employee is required to travel on behalf of the Employer, he shall be paid **as** though he/she were at work for all hours traveled.
- 32.02 For the purpose of this Article, hours traveled includes a one (1) hour check-in period at airports (two (2) hours for flights originating outside Nunavut, the Yukon and the NWT), 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.
- 32.03 The Employer will make every reasonable effort to restrict travel outside of Hay River that requires absence from home beyond a period which includes two (2) weekends.
- 32.04 When an employee is absent **from** home on a Designated Paid Holiday or day of rest and does not work, he shall be compensated in accordance with Article 16 or Article 24 as if he had worked his normal daily hours on that day.
- 32.05 In the event that circumstances beyond his control prevent an immediate return to his place of employment, the employee shall be entitled to no loss of regular earnings for time not worked on regularly scheduled shifts as a result of duty travel, and shall receive pay in accordance with Article 32.01 upon the resumption of duty travel after any delay.
- 32.06 Under no circumstances shall **an** employee **be** entitled to pay under this Article during avoidable delays, stopovers or diversions of travel arising at the employee's request.

**ARTICLE 33: LAYOFF AND JOB SECURITY**

- 33.01 In the event of layoff, the employee within the position (**as** defined in Appendix 2) and the worksite affected with the least seniority shall be laid off. Notice of layoff shall be delivered personally.
- 33.02 In order to minimize the adverse effects of layoff, the Employer will provide retraining when practicable. The Employer shall provide reasonable training to employees who receive notice of layoff and who choose to displace another employee within the occupational group where the employee's position is listed under 33.06, or who are appointed to another position within the occupational group where the employee's position is listed under 33.07. This training is not to provide the employee with the skills and knowledge common to all of the

positions within that occupational group, but to provide training of eight (8) weeks or less, specific to the skill and knowledge requirements of the new position within that occupational group. This training may include on the job training, coursework, other forms of training or a combination of different types of training as determined by the Employer.

33.03 **An** employee ceases to be on layoff and is considered terminated if he is not recalled within one (1) year from the date on which he became a layoff.

33.04 **An** employee on layoff must keep the Employer notified of the employee's current address and telephone number.

33.05 Before an employee is laid off

- (a) each such employee shall be given three (3) calendar months notice in writing of the effective date of his layoff or pay in lieu thereof;
- (b) every employee subject to layoff shall, during his period of notice, if any, 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 his presence is so required.

**An** employee who has received notice of layoff may choose within 14 days from the date of receipt of notice of layoff to take pay in lieu of notice under (a). An employee who makes such a choice shall lose any rights under 33.06 and 33.07. **An** employee who makes such a choice shall not be entitled to apply on any indeterminate vacancies with the Employer for a period of one year from the date that the employee received the notice of layoff.

33.06 **An** employee who has received notice of layoff may, within 14 days from the date of receipt of notice of layoff:

- 1) displace an employee with less seniority than the employee in a position within the occupational group where the employee's position is listed, provided the displacing employee has the skill, ability and qualifications to fulfill the normal requirements of the position; or
- 2) displace an employee with less seniority than the employee in a position which is outside of the occupational group where the employee's position is listed, but which the employee previously occupied, provided the displacing employee has the skill, ability and qualifications to fulfill the normal requirements of the position.

An employee who is displaced under this article shall be given, in writing, a notice of displacement.



33.07 When notice of layoff is delivered, or during the period of notice under 33.05(a) the Employer may appoint in writing an employee who has received notice of layoff to:

- 1) a vacant position within the occupational group where the employee's position is listed, provided the employee has the skill, ability and qualificationsto fulfill the normal requirements of the position; or
- 2) a vacant position which is outside of the occupational group where the employee's position is listed, but which the employee previously occupied, provided the employee has the skill, ability and qualifications to fulfill the normal requirements of the position.

**An** employee shall only be appointed into a position under (1) or (2) which has the same full time equivalent as the position the employee occupied when the employee received notice of lay off.

33.08 The employee shall have 14 days to accept an appointment under 33.07(1) or (2). If the employee does not accept the appointment, the employee shall lose any further rights under this article, including right of recall, and shall be terminated 15 days after receipt of notice of appointment. The employee shall not be entitled to apply on any indeterminate vacancies with the Employer for a period of one year from the date that the employee received the notice of layoff. The employee shall receive severance pay under 55.01.

33.09 When an employee displaces another employee under 33.06 (1) or (2) or accepts **an** appointment under 33.07(1) or (2) and the maximum rate of pay for the new position is greater than or equal to the employee's current rate of pay, the employee shall be paid at the rate of the new position which is closest to, but not less than the employee's current rate of pay.

33.10 When **an** employee displaces another employee under 33.06(1) and (2) or accepts **an** appointment under 33.07(1) or (2) and the maximum rate of pay for the new position is less than the employee's current rate of pay, the employee shall have his rate of pay red circled. The employee shall continue to receive the rate of pay the employee ~~was~~ receiving when the employee received the notice of lay off. This rate of pay shall not change until such time as the maximum rate of pay for the new position exceeds, or is equal to the employee's rate of pay. At that time the employee's rate of pay shall be the maximum rate of pay for the new position.

33.11

- 1) For a period of 1 year from the date that the employee chooses to displace another employee under 33.06(1) or (2) or accepts an appointment under 33.07(1) or (2) the employee shall be appointed, in writing, on the basis of seniority, to any vacancies in the position from which the employee was laid off.

- 2) The employee shall have 14 days to accept the appointment. If the employee does not accept the appointment, the employee shall no longer be entitled to *salary* protection under 33.10 and will no longer be considered for any future vacancies under (1).

33.12 Notice of displacement under 33.06 and notice of appointment under 33.07 and 33.11 shall be delivered to an employee personally.

33.13 **An** employee who was displaced under 33.06(1) or (2) may, within 14 days of the receipt of notice of displacement:

- 1) displace the employee with the least seniority in a position within the occupational group where the employee's position is listed (except if the employee displaced under 33.06(1) or (2) is the employee with least seniority within the occupational group) provided the displacing employee has the skill, ability and qualifications to fulfill the normal requirements of the position; or
- 2) displace the employee with the least seniority in a position which is outside of the occupational group where the employee's position is listed, but which the employee previously occupied, provided the displacing employee has the skill, ability and qualifications to fulfill the normal requirements of the position.

If the employee who **was** displaced does not displace another employee under (1) or (2), the notice of displacement shall be deemed a notice of layoff which shall be effective the 15th day following the receipt of the notice of displacement.

33.14 An employee who is displaced under 33.13 shall be laid off, and shall be given pay in lieu of notice of layoff under 33.05(a).

33.15 Article 50 shall not apply to positions filled by recall under 33.13 and by appointment under 33.07 or 33.11.

33.16 When an employee displaces under 33.06 (1) or (2) another employee who is on leave, the displaced employee's rights under 33.13 shall not begin until the employee returns from leave.

33.17 When an employee displaces under 33.13 another employee who is on leave, the displaced employee's entitlement to pay in lieu of notice under 33.05(a) shall not arise until the employee returns from leave.

33.18 The Employer shall not dismiss, suspend, layoff, demote or otherwise discipline an employee on the grounds that garnishment proceedings may be or have been taken with respect to an employee.

- 33.19 Employees' shall be recalled, in reverse order of seniority to the position they were laid off from. The Employer shall give notice of recall personally or by registered mail. Notice of recall is deemed to be received when served, or after 5 days from the date of mailing to the employee's last known address, whichever is sooner.
- 33.20 The employee shall return to work within fourteen (14) 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 fourteen (14) 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 and the employee's employment is terminated.
- 33.21 Severance pay under 55.01 shall be paid to **an** employee at the end of the notice period under 33.05(a) or, if the employee is paid in lieu of notice, at the time of payment in lieu of notice.

**PTIC 34: J PTIC S**

- 34.01 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 description of the position to which he or she is assigned.
- 34.02 In the event duties of a position are changed by the Employer, **an** affected employee shall **be** given a current and accurate job description of his or her position.

**ARTICLE 35: EMPLOYEE PERFORMANCE REVIEW AND  
LOY LES**

- 35.01 The Employer shall endeavour to conduct employee performance appraisals at least annually and may conduct appraisals more frequently where the Employer considers it warranted.
- 35.02 Employee appraisals shall be provided in writing. Performance appraisal interviews shall be scheduled with reasonable advance notice.
- 35.03 At the interview the employee shall be given a copy of her performance appraisal document. The employee shall sign her performance appraisal for the sole purpose of indicating that she is aware of her appraisal; and shall have the right to respond in writing within ten (10) days of the interview, **and** that reply shall be placed on her personnel file. The employee may use the grievance procedure in Article 37 to correct any factual inaccuracies in his performance appraisal.

- 35.04** The formal review of an employee's performance shall also incorporate an opportunity for the employee to state his career development goals and request any training, in-service training, re-training, or any facets of career development which may be available.
- 35.05** Upon written request or authorization of an employee, the personnel file of that employee shall be made available for his examination or the examination of a Union representative, at reasonable times in the presence of an authorized representative of the Employer. The employee or authorized Union representative can request copies of documents from the employee's file at the time of examination.
- 35.06** Only one (1) file per employee for the purposes of performance evaluation or discipline shall exist.
- 35.07** **An** employee's performance appraisals shall not be released by the Employer to any person except a board of arbitration, an authorized Union representative, or as required by law, without the written consent of the employee.

#### **ARTICLE 36: JOB EVALUATION**

- 36.01** If, during the term of this Agreement, another new or revised Job Evaluation System is implemented by the Employer, the Employer shall before applying the new or revised Job Evaluation System, negotiate with the Union the rates of pay for the evaluations affected. If the parties fail to reach agreement within sixty (60) days from the date on which the Employer submits the new or revised Job Evaluation System to the Union, the Union may refer the matter to arbitration. The arbitrator's decision will be retroactive to the date of application of the new rates.
- 36.02** There shall be a Job Evaluation Committee with members appointed by the Employer. The Chief Executive Officer of the Employer or his/her designate, referred to in Clause **36.07**, shall not be a member of the Job Evaluation Committee.
- 36.03** All members of the Job Evaluation Committee must be trained on the use of the job evaluation system.
- 36.04** During the term of this Agreement, the Hay Job Evaluation Guide Charts, in conjunction with the benchmark positions as set out by the Job Evaluation Committee will be used for assessing the value of positions to which employees are assigned. Upon request, an employee shall be provided with access to the guide charts **and** benchmark positions.
- 36.05** Where an employee believes that his/her position has been improperly evaluated and prior to filing an appeal under Clause 36.07, the employee is encouraged to

discuss the evaluation of his/her position with his/her supervisor or a representative of management who is knowledgeable in the job evaluation system.

- 36.06 Upon request the employee shall be provided a copy of the job description for his/her position together with the point rating and the rationale supporting the point rating assigned.
- 36.07 Employees shall file job evaluation appeals to the Chief Executive Officer of the Employer or his/her designate. The Chief Executive Officer of the Employer or his/her designate shall refer the appeal to the Job Evaluation Committee within fifteen (15) days of receipt of the appeal.
- 36.08 The Job Evaluation Committee shall meet within thirty (30) days of receipt of an employee's appeal to hear the appeal. The Job Evaluation Committee may extend this time limit up to an additional thirty (30) days.
- 36.09 The Job Evaluation Committee shall give the employee and/or the employee's representative an opportunity to be heard and to explain the reason(s) for the appeal.
- 36.10 The Job Evaluation Committee may determine that the employee's evaluation is proper or determine that the employee has been improperly evaluated in his/her position and determine the proper evaluation for the position. The employee will be advised in writing of the Job Evaluation Committee's decision within fourteen (14) days of the Job Evaluation Committee hearing the appeal.
- 36.11 If accepted by the employee, the decision of the Job Evaluation Committee is binding on the Employer, the Union and the employee until such time as that employee has been promoted, transferred, or the employee's job description is changed by the Employer and has been re-evaluated. If accepted by the employee, the decision of the Job Evaluation Committee will be implemented within twenty eight (28) days of the employee being advised of the Job Evaluation Committee's decision.
- 36.12 Following the decision of the Job Evaluation Committee, the employee shall, within fourteen days of receiving the decision of the Job Evaluation Committee, either:
- (a) withdraw the appeal;
  - (b) accept the decision of the Job Evaluation Committee; or
  - (c) request that the Employer refer the appeal to a Job Evaluation Appeal Board.
- 36.13 The Job Evaluation Appeal Board shall consist of two (2) representatives appointed by the Employer and two (2) representatives appointed by the Union.

All members of the Job Evaluation Appeal board must be trained on the use of the job evaluation system.

- 36.14 The Job Evaluation Appeal Board shall meet within thirty **(30)** days of receipt of an employee's appeal; to hear the appeal. The Job Evaluation Appeal Board may extend this time limit up to an additional thirty **(30)** days.
- 36.15 The Job Evaluation Appeal Board shall give the employee and/or the employee's representative an opportunity to be heard and to explain the reason(s) for the appeal.
- 36.16 The Job Evaluation Appeal Board may by a unanimous decision determine that the employee has been improperly evaluated in his/her position and determine the proper evaluation for the position, The employee will be advised in writing of the Job Evaluation Appeal Board's decision within fourteen **(14)** days of the Job Evaluation Appeal Board hearing the appeal.
- 36.17 The unanimous decision of the Job Evaluation Appeal Board is binding on the Employer, the Union and the employee until such time as that employee has been promoted, transferred, or the employee's job description is changed by the Employer and has been re-evaluated. The unanimous decision of the Job Evaluation Appeal Board will be implemented within twenty eight **(28)** days of the employee being advised of the Job Evaluation Appeal Board's decision.
- 36.18 Should the Job Evaluation Appeal Board be unable to reach a unanimous decision, the employee shall, within fourteen days of receipt of the decision of the Job Evaluation Appeal Committee, either:
- (a) withdraw the appeal; or
  - (b) request that the Employer refer the appeal to a Job Evaluation Review Board.
- 36.19 The Job Evaluation Review Board shall consist of a representative of the Employer, a representative of the Union and an independent chairperson. All members of the Job Evaluation Review Board must be trained on the use of the Job Evaluation System
- 36.20 The Chairperson of the Job Evaluation Review Board shall be chosen by the Employer and the Union, where they fail to agree on the appointment of a Chairperson, the appointment shall be made by the Supreme Court of the Northwest Territories upon the request of either party.
- 36.21 The Job Evaluation Review Board shall give the employee and/or the employee's representative an opportunity to be heard and to explain the reasons(s) for the appeal.

- 36.22 The Job Evaluation Review Board may, by a majority decision, either determine that the employee's evaluation is proper or the Board may, by majority decision determine that the employee has been improperly evaluated in his/her position and determine the proper evaluation for the position. The employee will be advised in writing of the Job Evaluation Review Board's decision within fourteen **(14)** days of the Job Evaluation Review Board hearing the appeal.
- 36.23 The majority decision of the Job Evaluation Review Board is binding on the Employer, the Union and the employee until such time as that employee has been promoted, transferred, or the employee's job description is changed by the Employer and has been re-evaluated. The majority decision of the Job Evaluation Review Board will be implemented within twenty eight **(28)** days of the employee being advised of the Job Evaluation Review Board's decision.
- 36.24 The Employer and the Union shall each pay one-half (1/2) of the remuneration and expenses of the Chairperson and each party shall bear its own expenses of every such review.
- 36.25 **An** employee may withdraw his/her appeal at any time during the process described in this Article.

### **ARTICLE 37: ADJUSTMENT OF DISPUTES**

- 37.01 A grievance is a difference which arises between the Union and the Employer and/or between an employee and the Employer relating to the interpretation, application, or administration of this Agreement including any question as to whether a matter is arbitrable; disciplinary action resulting in demotion, suspension, or financial penalty, dismissal; and letter of discipline placed on an employee's personnel file, Grievances shall be settled according to the following procedures for adjustment of disputes and arbitration.
- 37.02 An earnest effort shall be made by employees, the Union and the Employer to resolve differences informally, before resorting to the grievance procedure. Except as otherwise provided in this Agreement a grievance shall be processed by recourse to the following steps:
- (a) First Level - The Employee's Immediate Out of Scope Manager
  - (b) Second Level - Chief Executive Officer, or designate
  - (c) Final Level - Arbitration.
- The parties recognize that they may mutually agree to meet to discuss possible resolution to a grievance at any level of the process.
- 37.03 The Employer shall designate a representative for the first (1st) and second (2nd) levels of the grievance procedure in consideration of the departments affected.

The names and titles of those persons designated shall be posted on the Union notice board. In no event shall a member of the Bargaining Unit be designated as the Employer's representative for the first or second level of the grievance procedure.

- 37.04** **An** employee shall present a grievance in writing to the first (1st) level of the procedure not later than the twenty-first (21st) calendar day after the date on which he is notified orally or in writing or on which he first becomes aware of the action or circumstances giving rise to the grievance. When filing a grievance the employee shall make an effort to state the nature **of** the grievance, the circumstances from which it arose, the Articles alleged infringed and the redress sought. A copy of the grievance shall also be presented to the Chief Executive Officer or designate.
- 37.05** The Employer shall reply in writing to an employee's grievance within fourteen (14) calendar days at Level 1, and within fourteen (14) calendar days at Level 2.
- 37.06** 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 him, within fourteen (14) calendar days after that decision or settlement has been conveyed in writing to him by the Employer; **or**
  - (b) where the Employer has not conveyed a decision to him within the time prescribed in Article **37.05** within fourteen (14) calendar days after the day the reply was due.
- 37.07** No employee shall be dismissed without first being given notice in writing together with the reasons therefore. When the Employer dismisses **an** employee the grievance procedures shall apply except that the grievance may be presented at the Second (2nd) level.
- 37.08** The Union and the Employer shall have the right to initiate and present a policy grievance. Policy grievances shall be initiated at the Second (2nd) Level, and in the case **of** an Employer grievance shall be presented to the PSAC Regional Executive Vice-president. All other provisions of the grievance procedure herein shall apply to policy grievances.
- 37.09** Where an employee **has** been represented by the Union in the presentation of his grievance, the Employer will provide the representative 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.
- 37.10** Should the grievance not be resolved at Level 2 either party may by written notice **to** the other party within **thirty (30)** days of receipt of the Level 2 response, refer the matter to arbitration.



- 37.11 The parties agree that any arbitration arising out of this Agreement shall be conducted before a single arbitrator to be mutually agreed upon by the parties.
- 37.12 If mutual agreement is not reached by the parties to choose a single arbitrator within thirty (30) calendar days from the date that either party receives notification of a wish to proceed to arbitration, then either party may ask the Minister of Labour (Canada) to appoint a single arbitrator. This appointment shall be accepted by both parties.
- 37.13 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.
- 37.14 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.
- 37.15 The award of the arbitrator shall be signed by him and copies thereof shall be transmitted to the parties to the dispute within three (3) months of the hearing.
- 37.16 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.
- 37.17 The Employer and the Union shall each pay one-half (1/2) of the remuneration and expenses of the arbitrator and each party shall bear its own expenses of every such arbitration.
- 37.18 Where a party has failed to comply with any of the terms of the decision of the arbitrator, either party or employee affected by the decision may, after the expiration of thirty (30) 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 Federal Court of Canada, a copy of the decision exclusive of the reasons therefore. On filing, the decision shall be registered in the Court, and when registered, has the same force and effect, and all proceeding may be taken thereon, as if the decision were a judgment obtained in the Court.
- 37.19 In addition to the powers granted to arbitrators under the provisions of the *Canada Labour Code*, Part I, an arbitrator may determine that the employee has been dismissed for other than proper cause and he may:
- (a) direct the Employer to reinstate the employee and pay to the employee a sum equal to his wages lost by reason of his dismissal, or such lesser sum, if any, as in the opinion of the arbitrator is fair and reasonable; or
  - (b) make such other order as he considers fair and reasonable having regard to the terms of this Agreement.

37.20 As an alternative to the formal arbitration process set out in the foregoing paragraphs by mutual agreement of the parties, a grievance may be referred to a previously agreed upon person who shall hear the grievance and shall at the conclusion of the hearing, give an oral decision without reasons. Such decisions may not be used to alter, modify or amend any part of the appropriate Collective Agreement, and are made without precedent or prejudice to similar or like cases. Such a decision shall be final and binding upon both parties and no further action may be taken on that grievance by any means.

37.21 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.

#### **ARTICLE 38: NO CONTRACTING OUT**

38.01 There shall be no contracting out of bargaining unit work to the extent that it would cause the layoff, continuance of a layoff, or the reduction of hours of work of any indeterminate employee.

#### **ARTICLE 39: LABOUR/MANAGEMENT COMMITTEE**

39.01 The parties acknowledge the mutual benefits to be derived from joint consultation and agree to establish a Labour-Management Committee to provide joint consultation on terms and conditions of employment, and other matters of mutual concern. The Committee shall discuss and attempt to arrive at mutually agreeable solutions to problems or issues identified by either party.

39.02 The Committee shall comprise two (2) representatives selected by the Union and two (2) representatives selected by the Employer.

39.03 The employees (to a maximum of two (2) employees total) who serve as Union representatives on the Committee shall be paid at the straight time rate for attendance at these Committee meetings, even if overtime would normally be paid according to Article 24.

39.04 The terms of reference of the Committee shall be determined jointly by the parties, be subject to amendment only by mutual consent. Terms of reference shall be developed within six months of the signing of the Collective Agreement.

39.05 Committee meetings shall be held when required, with no fewer than one per quarter, by agreement of the President of the Local and the Chief Executive Officer. Additional meetings may be convened as required at the request of either party.

39.06 No Committee meeting will be official unless the president of the Union Local and Chief Executive Officer attend.

39.07 Minutes of the Committee meetings shall be prepared and signed by at least one member of each party.

**ARTICLE 40: SAFETY AND HEALTH**

40.01 All standards established under the Safety Act and Regulations thereunder shall constitute minimum acceptable practice. The Employer shall continue to make all reasonable provisions for the occupational safety and health of employees. Such reasonable provisions shall include the provision of personal protection devices, such as alarms or other items which could enhance the safety of employees who are routinely required to work in potentially dangerous situations, where immediate help is not always available. The Employer will entertain suggestions on the subject from the Union and the Employer and the Union undertake to consult with a view to adopting and expeditiously carrying out reasonable procedures and techniques designed or intended to prevent or reduce the risk of employment injury.

40.02 (a) The Employer and the Union agree to establish a Health and Safety Committee.

The Committee shall consist of at least two persons, one of whom is an employee or, where the Committee consists of more than two persons, at least half of whom are employees who:

- (i) do not exercise managerial functions; and
- (ii) have been selected by the Union.

(b) The following provisions will apply to the Health and Safety Committee:

(i) Powers of Committee

The Safety and Health Committee:

- (a) shall receive, consider and expeditiously dispose of complaints relating to the safety and health of the employees represented by the Committee;
- (b) shall maintain records pertaining to the disposition of complaints relating to the safety and health of the employees represented by the Committee;

- (c) shall co-operate with any occupational health service established to serve the work place;
  - (d) may establish and promote safety and health programs for the education of the employees represented by the Committee;
  - (e) shall participate in all inquiries and investigations pertaining to occupational safety and health including such consultations **as** may be necessary with persons who are professionally or technically qualified to advise the Committee on such matters;
  - (f) may develop, establish and maintain programs, measures and procedures for the protection or improvement of the safety and health of employees;
  - (g) shall monitor on a regular basis programs, measures and procedures related to the safety and health of employees;
  - (h) shall ensure that adequate records are kept on work accidents, injuries and health hazards and shall monitor data relating to such accidents, injuries and hazards on a regular basis;
  - (i) shall co-operate with safety officers appointed pursuant to the *Safety Act*;
  - (j) may request from an Employer such information **as** the Committee considers necessary to identify existing or potential hazards with respect to materials, processes or equipment in the work place; and
  - (k) shall have full access to all Government and Employer reports relating to the safety and health of the employees represented by the Committee but shall not have access to the medical records of any person except with the consent of that person.
- (ii) Records

The Safety and Health Committee shall keep accurate records of all matters that come before it pursuant to subsection (b)(i) and shall keep minutes of its meetings and shall make such minutes and records available to a safety officer on his/her request.

## (iii) Meetings of Committee

The Safety and Health Committee shall meet during regular working hours at least once each month and, where meetings are required on an urgent basis as a result of **an** emergency or other special circumstance, the Committee shall meet as required whether or not during regular working hours.

## (iv) Payment of Wages

A member **of** the Safety and Health Committee is entitled to such time from hisher work as is necessary to attend meetings or to carry out any other functions **as** a member of the Committee, and any time spent by the member while carrying out any of hisher functions **as** a member of the Committee shall, for the purpose of calculating wages owing to him/her, be deemed to have been spent at hisher work.

## (v) Limitation of Liability

No member of the Safety and Health Committee is personally liable for anything done or omitted to be done by him/her in good faith under the purported authority of this section or any regulations made under this section.

(vi) The Employer shall post **and** keep posted the names and work locations of all the members of the Safety and Health Committee established for the work place controlled by him/her in a conspicuous place or places where they are likely to come to the attention of his/her employees.

## (c) The Employer and the Union shall, by mutual agreement, appoint Safety and Health representatives where the Employer and the Union agree such appointments are appropriate.

## (d) The following provisions will apply to the Safety and Health representatives:

## (i) Powers of Representative

A Safety and Health representative:

(a) shall receive, consider and expeditiously dispose of complaints relating to the safety and health **of** the employees represented by the representative;

- (b) shall participate in all inquiries and investigations pertaining to occupational safety and health including such consultations as may be necessary with persons who are professionally or technically qualified to advise the representative on such matters;
- (c) shall monitor on a regular basis, programs, measures and procedures related to the safety and health of employees;
- (d) shall ensure that adequate records are kept on work accidents, injuries and health hazards and shall monitor data relating to such accidents injuries and hazards on a regular basis;
- (e) may request from the Employer such information as the representative considers necessary to identify existing or potential hazards with respect to materials, processes or equipment in the work place; and
- (f) shall have full access to all Government and Employer reports relating to safety and health of the employees represented by the representative **but shall** not have access to the medical records of any person except ~~with~~ the consent of that person.

(ii) Payment of Wages

A Safety and Health representative is entitled to such time from hisher work as is necessary to attend meetings or to carry out any other function as a Safety and Health representative of the Committee and any time spent by the Safety and Health representative while carrying out hisher functions **as** a Health and Safety representative of the Committee shall, for the purpose of calculating wages owing to him/her, be deemed to have been spent at hisher work.

(iii) Limitation of Liability

No Safety and Health representative is personally liable for anything done or omitted to be done by him/her in good faith under the purported authority of this section.

(iv) Posting of Name and Work Location

**An** Employer shall post and keep posted, in a conspicuous place or places where it is likely to come to the attention of hisher

employees, the name and work location of the Safety and Health representative appointed for the work place controlled by him.

- 40.03 The Employer shall make reasonable efforts to refrain from assigning unnecessary outside work to an employee when extremely adverse outside weather conditions prevail.
- 40.04 For the purpose of the foregoing section, unnecessary work shall be taken to mean not requiring immediate attention to duties requiring outside work. The postponement of such could result in or might cause hazards or danger to the Employer's facilities or hazards, dangers, or discomfort to users of the Employer's services.
- 40.05 The Employer and the Union agree to encourage the employees to work in a safe manner and the employees shall observe the safety and health rules and practices established by the Employer. Employees failing to abide by safety rules and regulations may be subject to disciplinary action.
- 40.06
- (a) Where the Employer requires an employee to undergo a specific medical, hearing or vision examination by a designated qualified medical practitioner, the examination will be conducted at no expense to the employee. The employee shall, upon written request, be able to obtain results of all specific medical, hearing or vision examinations conducted.
  - (b) Employees shall authorize that the requested specific medical, hearing, or vision examination information be supplied to the Employer with the understanding that such information shall be maintained in a confidential manner in the Human Resource Section of the applicable Department, Board, Agency or Region. Employees shall not refuse to take such medical, hearing, or vision examinations.
  - (c) Where an employee is required to undergo a medical examination in order to qualify for or maintain a license or other qualification required in the performance of that employee's duties, the examination will be conducted at no expense to the employee.
  - (d) Where the Employer requires an employee to undergo vaccination, inoculation or other immunization, the vaccination, inoculation or other immunization will be conducted at no expense to the employee.
- 40.07 Employees shall, as soon as practical, report all personal injuries and/or accidents, which occur on the job, to their immediate or designated supervisor. As deemed necessary, such accidents shall be jointly investigated by one member from management and one employee. Where practical, such members shall be from Joint Health and Safety Committees.

40.08 Employees who are required to attend First Aid and Safety training courses shall be granted time off with pay for such training. The Employer shall pay for such course fees and tuition.

40.09 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 his/her 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 work place.

40.10 Right to Refuse Dangerous Work

**An** employee shall have the right to refuse to work in situations, which can reasonably be considered dangerous.

- (a) “danger” means any hazard or condition that could reasonably be expected to cause injury or illness to an employee or other persons exposed thereto before the hazard or condition can be corrected.
- (b) **An** employee may refuse to do any particular act or series of acts at work which he/she has reasonable grounds to believe are dangerous to his/her health or safety or the health and safety of any other employee at the place of employment until sufficient steps have been taken to satisfy him/her otherwise or until the Chief Safety Officer or his/her representative has investigated the matter and advised him/her otherwise.
- (c) The Employer shall not assign another employee to do the work assignment until a Union member and an Employer member of the Safety and Health Committee have investigated the situation and deemed it to be safe.

40.11 The Right to Know

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

40.12 Employees who are required to regularly work directly with Video Display Terminals (VDTs) shall have a **10** minute break away from the VDT after each hour of continuous operation.

40.13 The Woodland Manor will have a minimum of two (2) resident care givers scheduled on each shift.



**ARTICLE 41: EMPLOYEE ASSISTANCE PROGRAM**

- 41.01 The Employer will deal with the matter of poor work performance resulting from suspected alcohol or drug addiction confidentially taking into consideration the following provisions:
- (a) that alcohol and drug addictions are medical disorders; and
  - (b) that **an** employee should be encouraged to remedy a disorder due to an addiction; and
  - (c) 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 he or she seeks to correct this disorder; and
  - (d) that the decision to undertake treatment is the responsibility of the employee; and
  - (e) that the decision to seek treatment will not **of** itself affect job security.

**ARTICLE 42: ULTIMATE REMOVAL ASSISTANCE**

- 42.01 **An** employee who terminates his employment and certifies his intention of leaving the Northwest Territories or moving to another settlement within the Northwest Territories, will be entitled to Ultimate Removal Assistance, as outlined in this Article.
- 42.02 Employees who have been provided with removal assistance upon initial appointment will be entitled to the benefits of this Article after three (3) years of continuous employment, when they terminate employment and move from the Hay River area.
- 42.03 The amount paid shall vary with the length **of** continuous employment as follows:
- |     |   |            |
|-----|---|------------|
| (a) | Three (3) years but less than four (4)  | \$3297.50  |
| (b) | Four (4) years but less than five (5)   | \$3957.00  |
| (c) | Five (5) years but less than six (6)    | \$4616.50  |
| (d) | Six (6) years but less than seven (7)   | \$5276.00  |
| (e) | Seven (7) years but less than eight (8) | \$5935.50  |
| (f) | Eight ( <b>8</b> ) years and over       | \$6,595.00 |

A year of service is the twelve (12) month period to the anniversary date of initial appointment.

Laid off employees shall be eligible for six thousand five hundred and ninety-five dollars (\$6,595.00) ultimate removal assistance regardless of length of service.

The dependents of a deceased employee shall be eligible for six thousand five hundred and ninety-five dollars (\$6,595.00) ultimate removal assistance regardless of length of service.

42.04

Limitations

- (i) Only one (1) entitlement will be paid per household.
- (ii) The Employer will not pay removal assistance to an employee who receives duplicate assistance from another employment source.
- (iii) **An** employee must move from his community of residence in order to receive removal assistance. The move must take place within eighteen (18) months of termination of employment except in extenuating circumstances approved by the Employer.

42.05

To claim removal assistance, the employee must submit an application for Ultimate Removal Assistance on an approved form prior to the commencement of **the move**, certifying her intention to move from her community of residence within thirty (30) days, and the Employer must approve the claim before the move commences. The employee is responsible for making all moving arrangements and paying for her move.

42.06

Locally hired employees with more than ten (10) years continuous service are eligible for ultimate removal assistance under this Article, in the amount of six thousand five hundred and ninety-five dollars (\$6,595.00).

42.07

The provisions of this Article do not apply to employees who have been dismissed, rejected on probation, or declared to have abandoned their position.

**ARTICLE 43: MOVING EXPENSES ON INITIAL APPOINTMENT**

43.01

The Employer will reimburse an employee upon submission of receipts for reasonable expenses incurred in moving with his dependants to Hay River on initial hiring.

43.02

The following entitlements are subject to the limitations in Article 43.06. Where the expenses for meals, lodgings, or other items cannot be kept within the entitlements laid down in this Article, the Claimant must explain the circumstances on his claim, and they must be approved by the Employer.

43.03

The following travelling expenses are allowed:

- (a) transportation by:

- (i) the most economical airfare;
  - (ii) first class rail including multiple accommodation for persons travelling with small children;
  - (iii) privately owned car (refer to Article 44 - Duty Travel).
- (b) the actual cost of meals and incidental expenses will be reimbursed in accordance with the duty travel article 44.05 for the employee and his/her spouse plus an amount equal to one-half of that rate for each other dependants;
- (i) at the start of the journey for a maximum of three (3) days;
  - (ii) en route for the time required to make the direct journey. Employees travelling by car will be allowed lodging and meal costs of not more than one (1) day for each six hundred forty-four (644) kilometres [four hundred (400) miles] of the trip, using the distances given in the Canadian Warehousing Official Distance Guide where these are listed and on the generally accepted kilometrages for the most direct route for other en route distances. The maximum claim payable for kilometrages, meals, and lodging en route cannot exceed the total expense that would have been incurred had the trip been made under paragraph 43.03(a)(i);
  - (iii) in Hay River while awaiting furniture or accommodation for up to twenty-one (21) days if dependants accompany the employee or up to ten (10) days if dependants are not with the employee;
  - (iv) for periods of interim lodging and meals at the start of the journey of more than three (3) days and for periods of interim lodging and meals at Hay River of more than twenty-one (21) days or ten (10) days, **as** applicable. The Employer may, in exceptional circumstances, such as the lack of accommodation in Hay River approve reimbursement for **an** additional period in reduced amounts to a maximum of seven dollars and fifty cents (\$7.50) per day per adult and five dollars (\$5.00) per day for each child under six (6) years of age which will allow for the saving in home costs during the period.
- (c) excess baggage charges to a maximum of six (6) pieces not more than thirty-two (32) kilograms [seventy (70) pounds] each for the employee and two (2) pieces not more than thirty-two (32) kilograms [seventy (70) pounds] each for each dependant where:
- (i) effects are moved separately by a slower method of transportation;

- (ii) no other expenses are paid for the movement of effects.
- (d) expenses for telegrams and telephone calls necessary to expedite shipment of effects.

## 43.04

The following entitlements shall apply to the movement and storage of effects:

- (a) where furnished accommodation is not provided at Hay River, the movement of effects not exceeding:
  - (i) for an employee who does not have dependants residing with him, one thousand eight hundred and fourteen **(1,814)** kilograms [four thousand **(4,000)** pounds];
  - (ii) for an employee who has dependants residing with him, six thousand eight hundred and four **(6,804)** kilograms [fifteen thousand (15,000) pounds].
- (b) where furnished accommodation is provided by the Employer at Hay River, the movement of effects not exceeding:
  - (i) for an employee who does not have dependants residing with him, removal assistance for six hundred and eighty kilograms **(680)** [one thousand five hundred (1,500) pounds] of effects;
  - (ii) for an employee who has dependants residing with him removal assistance of one thousand eight hundred and fourteen **(1,814)** kilograms [four thousand (4,000) pounds] of effects.
- (c) Where an employee's normal place of residence is a mobile home, owned by him, the Employer may authorize him to move the mobile home and reimburse him to the extent the Employer considers the expenses reasonable in the circumstances provided the employee does not otherwise claim expenses for shipment of effects;
- (d) Cost of packing, crating, unpacking, uncrating, transportation and in-transit insurance. If professional movers are not available in the community, the Employer may authorize payment for the cost of packing materials purchased by the employee from local stores and the cost of making crates, etc. by local people in lieu of packing costs by a professional mover;
- (e) Temporary storage pending availability of permanent accommodation where authorized by the Employer;
- (f) Long-term storage at the nearest commercial storage facility when it is not in the interest of the Employer to move the effects. Under normal

circumstances, this storage will not exceed three (3) years without the approval of the Employer;

- (g) reimbursement of incidental expenses of the move not specifically provided in this Article not exceeding:
  - (i) two hundred fifty dollars (\$250.00) for an employee moving into unfurnished accommodation;
  - (ii) one hundred twenty-five dollars (\$125.00) for an employee moving into furnished accommodation.
- (h) The Employer shall provide to new employees with their letter of offer a list of basic furnishings provided to employees in any available furnished accommodation.

**43.05** All employees, on initial appointment shall be entitled to reimbursement for the cost of fulfilling the terms of the employee's tenancy not exceeding three (3) months rent, of leased premises at the old place of residence.

**43.06** The following limitations shall apply:

- (a) in no case will a move be made without the prior approval of the Employer;
- (b) reimbursement shall be limited to costs which would have been incurred if the move had been carried out in the most practical and economical manner;
- (c) entitlement for lodgings obtained in a private home shall not exceed a daily amount of eleven dollars (\$11.00) for the employee and three dollars (\$3.00) for each dependant;
- (d) an employee who has an established residence in Hay River at the time of appointment (other than one which he must vacate because it was owned by his previous Employer) shall not be entitled to the benefits provided by this Article;
- (e) travel advances shall not exceed the estimated amount of the employee's entitlement under this Article;
- (f) where the total weight allowance for removal of effects is not used at the time of the initial move, the balance of the allowance cannot be claimed at a later date except in cases where transportation problems preclude transporting the total weight allowance in one shipment.

Moving Expenses

- 43.07 The Employer may:
- (a) Request the employee to obtain from at least two (2) carriers, if possible, a quotation on moving his effects to his place of duty, including proposed date of delivery;
  - (b) Review the estimates and advise the successful moving company to commence the move upon direction from the employee.
  - (c) The Employer shall advise the employee of the name of the moving company selected to perform the move.
  - (d) The Employer shall issue the necessary travel advances and, if required, transportation warrants.
- 43.08 Within thirty (30) days of arrival, the employee shall submit a completed Travel Authorization and Expense Claim, in the approved form, attaching supporting receipts, and a cheque for **any** unexpended advances.
- 43.09 The Employer shall provide new employees with an information package specifically detailing what is covered by the provisions of this Article.
- 43.10 All claims for removal expenses on initial appointment shall be paid within **six (6)** weeks of receiving an expense claim from the employee.

**ARTICLE 44: DUTY TRAVEL**

- 44.01 **An** employee who is authorized to travel on the Employer's business will be reimbursed for reasonable expenses incurred.
- 44.02 The entitlements set out hereunder are subject to limitations in Articles 44.05, 44.07 and 44.08. Where the expenses for meals, lodging and other items exceed the entitlements laid down in this Article, the Claimant must explain the circumstances on his claim and justify actual expenses by receipts which must be approved by the Employer.
- 44.03 The Employer may authorize costs associated with the following methods of transportation. The Employer shall determine the appropriate method of transportation in each circumstance:
- (a) economy air (employees may be entitled to travel first class if proof is provided that economy air ~~was~~ not available on a required flight);
  - (b) privately owned vehicle (refer to Articles 44.09 through 44.13);
  - (c) chartered aircraft;

- (d) first class rail with sleeping car, duplex roomette, or parlour car chair except that coach class should normally be used for short trips;
- (e) 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.

**44.04**Accommodation

- (a) Commercial accommodation (not exceeding fifteen (15) calendar days) - employees will be reimbursed for actual costs of appropriate accommodation. Where possible employees shall use hotels which provide special rates for HRHSSA employees. Commercial accommodation expenses must be accompanied by receipts.
- (b) 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.
- (c) Non-commercial accommodation - where employees make private arrangements for overnight accommodation, they may claim the prevailing Federal Treasury Board Travel Regulation rate for such accommodation.

**44.05**Claimable Expenses

- 1) Expenses claimed under this heading are for the cost of meals consumed and gratuities. For periods of duty and medical travel not exceeding fifteen (15) days, a per diem or part-day rate shall be paid, as applicable, in accordance with the prevailing Federal Treasury Board Travel Regulation.
- 2) 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, the employee will be reimbursed for the actual expense incurred.
- 3) 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 fifteen dollars (\$15.00) per day inclusive for all days in excess of fifteen (15) calendar days.

**44.06**

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 his home over a weekend, and has been on continuous travel status for two (2) or more days preceding the weekend, he shall be reimbursed for a personal long distance call not to exceed five (5) minutes;
- (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 two dollars (\$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 **fifty** dollars (\$50.00), supported by receipts in all cases;
- (g) a maximum of twenty-five dollars (\$25.00) 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 been normally incurred.

No expenses in excess of five dollars (\$5.00) will be reimbursed unless it is supported by a receipt.

**44.07**

Employees required to travel on behalf of the Employer shall receive an advance of funds prior to their trip in the approximate amount required for the travel and stay. Requests for travel advances must be submitted at least three (3) working days before the **start** of duty travel. Any remaining travel advance monies must be returned to the Employer forthwith on reporting to work after completing duty travel, together with all required receipts and expense verifications.

**44.08**

The following expenses will not be allowed:

- (a) purchase of briefcases, fountain pens, tools or any other supplies or equipment;
- (b) rental of television or radio receiving sets, where not included in the charge for lodgings;



- (c) purchases of a personal nature, such as baggage, clothing, etc.;
- (d) subject to Article 44.06(a), telephone, telegraph, cable, or radio messages of a personal nature except in the case of unavoidable delay in arrival home;
- (e) expenses of any kind incurred during stopovers for personal reasons or during periods of leave, with or without pay;
- (f) any losses of money or of personal belongings.

44.09 Use of Privately Owned Car

- 1) The Employer will reimburse an employee who with prior authorization uses a privately owned car for necessary travel on Employer business.
- 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.

44.10 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.

44.11 Subject to Articles 44.12 and 44.13, where the use of a privately owned car is authorized, the employee will be paid the prevailing Federal Treasury Board Travel Regulation rate.

44.12 The following limitations shall apply:

- (a) persons not covered by personal insurance shall not be authorized to use a private car on Employer business;
- (b) the distance allowance for en route travel shall be calculated:
  - (i) for en route travel, on distances given in the Canadian Warehousing Official Distance Guide, where these are listed;
  - (ii) for other en route distances, on the generally accepted kilometrages for the most direct route.
- (c) no additional distance allowance will be paid where other employees on duty are carried as passengers;
- (d) employees who are required to use their personal vehicle for the Employer's business shall be required to submit proof of financial responsibility when the vehicle is used on such business each year. The Employer shall reimburse the employee as follows:

Cost of business use Insurance coverage \$ _____ (Basic age group - good record) Equals - Reimbursement to a maximum of \$125.00	Less	Cost of personal use Insurance coverage \$ _____ (Basic age group - good record)
---	------	---

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

44.14 Subject to the Employer's approval, payment shall be made for transportation in the Hay River area in the following circumstances:

- (a) for a taxi between home and place of duty where the employee is required to work unscheduled hours and circumstances such as the combination of late hours, weather and distance make it unreasonable to use his normal means of getting to or **from** work;
- (b) 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.

44.15 Except with the prior approval of the Employer, no payment shall be made for daily transportation expenses within Hay River between the home **of** an employee and the worksite.

**ARTICLE 45: EMPLOYEE MEDICAL TRAVEL**

45.01 Where an employee or an employee's dependant is required to travel from Hay River to secure medical treatment, traveling expenses incurred **will** be reimbursed subject to the following provisions:

- (a) payment shall not exceed the cost of return transportation to Edmonton or the nearest place where adequate treatment is available, whichever results in the lesser expense and up to a maximum of twenty-five (25) days hotel accommodation and meal costs (which may be extended to thirty-five days in case **of** an employee who is required to travel from Hay River in order to give birth) in accordance with Article 44. In addition, required taxi or limousine charges will be reimbursed upon presentation of a receipt.
- (b) where, due to inclement weather conditions, or to circumstances completely beyond an employee's control, her travel to the centre where

treatment is to be provided is interrupted, the cost of overnight hotel accommodation expenses are eligible for reimbursement, in accordance with Article **45.02**;

- (c) payment shall not be made unless the claim is supported by a certificate from a qualified medical practitioner, as the case may be, stating that the treatment was non-elective and required for the health of the patient and could not be provided by the facilities or services available in Hay River.

**45.02** In the case of employees and/or their dependants receiving treatment as out-patients, a maximum of \$50.00 per day will be reimbursed for accommodation, meals and local transportation expenses for any period beyond twenty-five (25) days and not to exceed forty (40) days.

**45.03** Medical Escorts

- 1) Where a qualified medical practitioner certifies that it is necessary for an employee and /or her dependant to be accompanied by a medical escort, there shall be paid, in addition to the expenses previously outlined in this Article, travelling expenses of one medical escort, not to exceed those outlined in Article **45.01** (a) and (b).
- 2) When someone other than a medical attendant or person designated by Health and Social Services accompanies the employee or her dependant, where applicable, she shall be the spouse or the parent.
- 3) In the case of an employee being the escort for a member of her immediate family, the employee may be granted special leave under Article 19 only. Travel time as defined under Article **45.06**, will not be granted for this escort duty.
- 4) Employees acting as escorts for members of their immediate family for elective medical escort purposes will not be granted travel time for such escort duty. Vacation leave or leave without pay will apply.

**45.04** Any travel assistance recovered by the employee under a group insurance plan to which the Employer and the employee share the premium shall be repaid to the Employer to the extent that costs for travel have been paid by the Employer under this Article.

**45.05** This Article shall only apply to an employee's dependants where the employee has declared in a notarized statement that this benefit is not provided to the employee's dependants by another employer.

**45.06** Every employee who is proceeding to a medical centre 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 his sick leave credits for the lesser of

twenty-two and one-half (22.5) hours or the actual time taken to travel from Hay River to the medical centre and return.

- 45.07 The provisions of this Article do not apply to an employee who is on leave of absence without pay, laid off or under suspension.
- 45.08 Employees required to travel for medical reasons shall receive an advance of funds prior to their trip in the approximate amount required for the travel and stay. Requests for medical travel advances must be submitted at least three (3) working days before the start of medical travel. Any remaining travel advance monies must be returned to the Employer forthwith on reporting to work after completing medical travel, together with all receipts and expense verification.

#### **ARTICLE 46: SHORT TERM LEAVE FOR TRAINING PURPOSES**

- 46.01 Leave with or without pay to take advanced or supplementary professional or technical training of less than one (1) academic year may be granted to employees upon the approval of the Employer.
- 46.02 Such leave shall be based on an appraisal of the present and future job requirements and the qualifications of the employee applying therefore and shall be granted only to meet the identified needs of the Employer.
- 46.03 Financial Assistance
- 1) Full or partial financial assistance in respect of salary, tuition, travelling and other expenses may be granted during such leave:
    - (a) where the employee has become technically obsolete and requires retraining to satisfactorily carry out the work assigned to him; or
    - (b) where the courses are required to keep the employee abreast of new knowledge and techniques in his field of work; or
    - (c) where qualified persons cannot be recruited to carry out essential work and it is necessary to train present employees.
  - 2) When an employee provides the Employer with evidence that he has successfully completed a course the Employer may reimburse the employee for tuition fees paid by him with respect to the course if the course is of value to the employee's work and does not require him to be absent from duty.
  - 3) Under this Article, leave with full or partial financial assistance in respect of salary will carry with it the obligation for the employee to return after leave to work for the Employer for a period equivalent to the leave.

**46.04** Where a request for leave under Articles **46.01** and **46.02** 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 his request has been approved or denied.

**46.05** Educational Courses

- 1) Upon request, Registered Nurses, LPNs, and Laboratory and Diagnostic Imaging Technologists, shall be provided an opportunity to attend at least one (**1**) educational course, conference, or seminar relevant to their employment at the Hospital, after every two (**2**) years of service. Courses, conferences, and seminars shall be subject to reasonable approval of the Employer, and may include Employer sponsored programs offered at the Hospital. The Employer shall pay at least fifty percent (**50%**) of the necessary tuition and travel expenses and may grant time off without loss of regular pay for Registered Nurses, LPNs, and Laboratory and Diagnostic Imaging Technologists.
- 2) **An** applicant under Article **46.05(1)** shall sign an agreement with the Employer providing:
  - (a) that she will return to work and remain in the Employer's employ for a period of at least six (**6**) months after her return to work;
  - (b) that she will return to work on the date of the expiry of the training course, unless this date is modified with the Employer's consent.
- 3) Should the employee fail to return to work, except by reason of death, disability or lay-off, the employee recognizes that she is indebted to the Employer for the amount received for training. Should the employee not return for the **full** six (**6**) months, the employee's indebtedness shall be reduced on a pro-rated basis according to the number of months for which she received pay.

**46.06** The Employer will undertake to make survival and medivac training courses available to employees who may be required to take medical rescue and evacuation flights on a periodic basis at no cost to employees.

**ARTICLE 47: CIVIL LIABILITY**

**47.01** If **an** action or proceeding is brought against any employee or former employee covered by this Agreement for an alleged tort committed by him in the performance **of** his duties, then:

- (a) the employee, upon being served with any legal process, or upon receipt of any action or proceeding as hereinbefore referred to, being commenced

against him shall advise his immediate supervisor of any such notification or legal process;

- (b) the Employer shall:
- (i) pay any damages or costs awarded against any such employee in any such action or proceedings, **and** all legal fees; and
  - (ii) pay any **s u m** required to be paid by such employee in connection with the settlement of any claim made against such employee if such settlement is approved by the Employer before the same is finalized;

provided that the conduct of the employee which gave rise to the action, proceedings or settlement of claim did not constitute a gross disregard, or neglect of his duty as **an** employee.

- (c) Upon the employee notifying the Employer in accordance with paragraph (a) above, the Employer and the employee shall forthwith meet **and** appoint counsel that is mutually agreeable to both parties. Should the parties be unable to agree on counsel that is satisfactory to both, then the Employer shall unilaterally appoint counsel. The employee agrees to cooperate fully with appointed counsel.

47.02 Charge Nurses shall have access to information listing the privileges of Doctors practising at the Hospital.

#### **ARTICLE 48: DISCIPLINE**

48.01 Employees will be advised in writing of disciplinary action taken against them, including the reasons for such action, and copies of such correspondence will be placed on the employee's file, and provided to the Union.

48.02 No disciplinary documents shall be introduced from **an** employee file as evidence in any grievance or arbitration proceeding, unless the employee has received a copy at the time of filing of the document, or within a reasonable period thereafter.

48.03 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 eighteen **(18)** months have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.

48.04 **An** employee who is to be interviewed for the purpose of discipline shall be notified of the time and place **of** the interview. The employee may elect to be accompanied by a representative. **An** employee who elects to be accompanied **by** a representative shall be permitted up to twenty-four **(24)** hours from the time he

is first notified of the interview, within which to arrange the attendance of the representative, however, the Employer may remove the employee from duty for just cause, while awaiting the interview.

**ARTICLE 49: VACANCIES, JOB POSTING, PROMOTIONS AND TRANSFERS**

49.01

(a) When the Employer elects to create and fill a new position, or to fill a vacancy in an existing position, within the Bargaining Unit, the Employer shall post notice of the position on the Union Notice Board for a period of fourteen (14) days prior to the closing date. This requirement shall apply to part-time, full-time and term positions. The job posting shall state the position, rate of pay, shift and required qualifications of the position. An employee who wishes to apply for a position so posted shall do so in writing on or before the closing date as advertised on the posting.

(b) The Employer shall not advertise externally for a specific position before posting the position internally. By mutual consent, job opportunities may be advertised externally at the same time as the internal posting.

49.02

New positions created by the Employer and intended to be out of the scope of the Bargaining Unit will be discussed with the Union prior to implementation. If the parties are unable to agree on the position's designation, the Employer may implement the position, and the matter may be referred by either or both parties to the Canada Industrial Relations Board for final determination.

49.03

In making selections, promotions and appointments within the Bargaining Unit, where the required qualifications, skills and abilities of an applicant demonstrably exceed those of more senior applicants, that applicant may be awarded the position. Otherwise, the senior qualified applicant shall be awarded the position.

49.04

Applicants for transfer and/or promotion shall be informed in writing of their acceptance or rejection within five (5) working days of the date of appointment.

49.05

No employee shall be transferred to a position outside the Bargaining Unit without his consent. If an employee is transferred to a position outside the Bargaining Unit, he shall retain his seniority accumulated up to the date of leaving the Unit, but will not accumulate further seniority. If the employee returns to a position in the Bargaining Unit he shall do so with his seniority accumulated up to the date of transfer outside the Unit.

49.06

**Transfer to Another Department**

(a) No employee shall be transferred to another department within the Bargaining Unit, without his consent.

(b) Notwithstanding Article 49.06(1), the Employer may request an employee to work in another department in a position with the same rate of pay on a short term basis and with duties that are not significantly different from her current duties.

49.07 New employees shall not be hired into a position affected by lay-off until any employees laid off from that position, with subsisting rights of recall, have been given an opportunity of recall.

#### ARTICLE 50: PENSION PLAN AND BENEFITS

50.01 The Employer shall continue to maintain and administer its existing pension plan for eligible Bargaining Unit employees, for the period of this Agreement.

50.02 The Employer will maintain current levels of employee benefit coverage through a policy or policies of insurance to cover eligible employees for the period of this Agreement.

50.03 The Employer will maintain a policy or policies of insurance or plans providing the following types of benefits, subject to usual conditions and limitations:

- (a) Life Insurance and Accidental Death and Dismemberment Insurance;
- (b) Long Term Disability Insurance;
- (c) Dental Insurance;
- (d) Prescription Drug Benefit Plan.

50.04 Employee benefit coverage shall be provided only to eligible employees. Eligibility for coverage and benefits shall be subject to all terms and conditions of the applicable insurance policy.

50.05 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 percent (50%). Employees shall also pay the full cost of Health Care premiums to be deducted from their pay, and the full cost of any optional, additional insurance coverage which they may select.

50.06 The Labour-Management Committee will analyze and discuss the benefit plan coverage with a view to recommending improvements to the Hospital Board and the Union.

50.07 All full-time employees required to wear uniforms which are not provided by the Employer shall be given an allowance of **thirty-five dollars (\$35.00)** per month



of active duty. Part-time employees shall receive a pro-rated allowance. Uniforms and clothing purchased by employees shall not be laundered by the Employer.

50.08 Safety footwear shall be provided to all employees required to wear such footwear, when necessary, but not more frequently than once per year.

50.09 Maintenance workers will be supplied smocks or coveralls. Maintenance workers who are required to work outdoors in the winter will be provided insulated coveralls.

#### **ARTICLE 51: BILINGUALISM**

51.01 The Employer shall **notify** the employee and/or the Union that a position has been designated bilingual (i.e. present incumbent, vacant position and newly created position) at least one (1) month in advance, for the purpose of review and consultation with the Union.

51.02 A unilingual employee incumbent in a position designated **as** bilingual may retain that position, provided he undertakes language training to meet the requirements of the bilingual position, within a period of up to six (6) months.

51.03 **An** employee may, at his own option, choose to transfer to another position in order to assist in the filling of this position with a person who better meets the revised qualifications, subject to the Employer's approval.

51.04 Employees, other than employees assigned duties of translation and interpretation **in** their job descriptions, who are required by the Employer to use two (2) or more of the official languages or official aboriginal languages of the Northwest Territories on a regular basis shall receive a bilingual bonus of one thousand two hundred dollars (\$1,200.00) per annum, to be paid bi-weekly. **An** employee may be required to provide satisfactory proof of bilingualism.

51.05 Eligible casual employees shall receive bilingual bonus at the rate of sixty-two cents (\$0.62) per hour for hours worked.

#### **ARTICLE 52: MAINTENANCE**

52.01 The provisions of this Article shall apply to all positions in the maintenance department.

52.02 Maintenance 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.

52.03 The Employer will provide the following articles of safety clothing and equipment, as required:

- (a) hard hats;
- (b) aprons;
- (c) welding goggles;
- (d) dust protection;
- (e) eye protection, except prescription lenses;
- (f) ear protection;
- (g) coveralls.

The Employer shall replace the articles mentioned above **as** required when they are presented worn or damaged beyond repair by an employee, at no cost to the employee. Employees shall accept responsibility for all safety clothing and equipment 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 safety clothing and equipment provided to them shall be required to pay the cost of replacement.

52.04 The Employer shall provide and pay for tools which the Employer deems necessary for use in the maintenance department. Employees shall accept responsibility for all tools 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 tools provided to them shall be required to pay the cost of replacement.

### **ARTICLE 53: APPRENTICES**

53.01 The following are agreed upon terms and conditions of employment for employees engaged as formally indentured apprentices:

- (a) The Apprenticeship Trade and Occupations Certification Act and Regulations thereunder shall apply to all Apprentices. A copy of the applicable regulations shall be supplied to the Apprentice upon appointment.
- (b) The recognized Apprenticeship Training Programs shall be for those trades listed in the "Trades Designation Order" pursuant to the Apprenticeship Trade and Occupations Certifications Act.

- (c) Pay increases shall not be automatic but will be based upon levels of certification issued by the Supervisor of Apprenticeship Trades and Occupational Certification and shall be effective from the date of certification.
- (d) Apprentice rates will be based on a percentage of the appropriate Journeyman rate in this Agreement, as follows:
- (i) Four (4) year training programs:
 

Year 1	55%
Year 2	65%
Year 3	75%
Year 4	85%
  - (ii) Three (3) year training programs:
 

Year 1	60%
Year 2	70%
Year 3	80%
  - (iii) One (1) year training programs:
 

Year 1	70%
--------	-----
- (e) Subject to the pay restrictions noted above, Apprentices shall be entitled to the benefits and terms and conditions of employment outlined in the current Collective Agreement.
- (f) Where an Apprentice fails after two (2) attempts to successfully complete a trade training course, a recommendation may be made to the Supervisor of Apprenticeship Trades and Occupational Certification to cancel his contract and the Apprentice may be terminated.

53.02 Apprentices successfully completing their Apprenticeship will be given preference in hiring on job vacancies, Where an Apprentice, **after** completing his apprenticeship, is hired directly into a job vacancy, all time spent as an Apprentice shall count towards continuous employment with the Employer.

#### **ARTICLE 54: CREDIT FOR PREVIOUS EXPERIENCE**

- 54.01 Starting wage rates for new and rehired employees shall be established as follows, if applicable:
- (a) Employees rehired within two (2) years of their last date of employment with the Employer shall be given one hundred percent (100%) credit for previous experience for the position in the position for which they are to be hired.

- (b) Starting wage rates for new employees who have gained relevant experience with another Employer, may be placed at one extra increment level for each one (1) year of related experience for the position in the position for which they are to be hired.

### ARTICLE 55: SEVERANCE PAY

#### **Layoff**

- 55.01 **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 layoff.
- 55.02 In the case of an employee who is laid off for the first time, the amount of severance pay shall be two (2) weeks pay for the first (1st) complete year of continuous employment, two (2) weeks pay for the second (2nd) complete year of continuous employment and one (1) weeks pay for each succeeding 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.
- 55.03 In the case of an employee who is laid off for a second (2nd) or subsequent time, the amount of severance pay shall be two (2) weeks pay for the first (1st) complete year of continuous employment after re-engagement and one (1) weeks pay for each succeeding complete year of continuous employment less any period in respect **of** which he was granted severance pay by the Employer from the previous layoff but the total amount of severance pay which may be paid under this Clause shall not exceed twenty-seven (27) weeks pay.
- 55.04 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.

#### **Resignation**

- 55.05 **An** employee who resigns after four (4) years of continuous employment is entitled to be paid severance pay on resignation of one-half (1/2) weeks pay for each complete year of continuous employment, less any period in respect of which severance pay was previously granted, to a maximum of thirteen (13) weeks pay. If an employee fails to give notice of resignation as required by Article 59.01 of this Agreement, severance pay shall be reduced by **an** amount equivalent to the regular pay the employee would have earned during the period of time necessary to provide notice of resignation in compliance with Article 59.01.

55.06 Retirement

- 1) This Clause shall apply to an employee who retires from employment at a time when eligible to receive pension benefits under the Retirement Plan for Employees of the Hay River Health and Social Services Authority.
- 2) When employment terminates for the reason stated in (1) above, the employee shall be paid severance pay equal to the product obtained by multiplying his weekly rate of pay on termination of employment by the number of completed years of his continuous employment to a maximum of thirty (30), less any period of continuous employment in respect of which severance pay was previously granted.
- 3) When employment terminates for the reason stated in (1), the employee shall have the right to waive his entitlement to severance pay and, in lieu thereof, be granted an equivalent period of leave with pay.

55.07 If **an** employee dies, there shall be paid to his estate an amount equal to the product obtained by multiplying his weekly rate of pay immediately prior to death by the number of years of continuous service with a maximum of thirty (30) regardless of **any** other benefit payable.

55.08 **An** employee who is dismissed for cause or who has been declared to have abandoned his position shall not be entitled to severance pay.

**ARTICLE 56: PROFESSIONAL REGISTRATION FEES**

56.01 The Employer shall reimburse employees for professional dues which they are required to pay to be entitled to practice their profession in the Northwest Territories, when they are employed in a capacity which requires that they practice that profession.

**ARTICLE 57: EDUCATIONAL ALLOWANCES**

57.01 **A** Registered Nurse with special preparation of not less than six (6) months approved by the Employer and who is employed in the special service for which she is qualified, will be paid an additional forty dollars (\$40.00) per month if she has utilized the course within four (**4**) years prior to employment.

57.02 **An** employee may not qualify for more than one payment under categories in Articles 57.03 through 57.05.

57.03 **A** Registered Nurse who has successfully completed the CHA/CNA course Nursing Unit Administration and/or Midwifery course and is employed in a capacity utilizing the course(s) will be paid **an** additional twenty-five (\$25.00) per month.

- 57.04** An employee who has passed an accredited one year university course in his/her field approved by the Hospital and is employed in a capacity utilizing this course will receive an additional fifty dollars (**\$50.00**)per month.
- 57.05** A Registered Nurse who has received a Baccalaureate Degree in nursing approved by the Hospital will receive an additional fifty dollars (\$50.00) per month.

**ARTICLE 58: ORIENTATION**

- 58.01** The Employer shall provide a paid orientation period for all new employees.
- 58.02** A new employee shall be entitled to seven point five (**7.5**) hours of general administrative orientation.
- 58.03** A new employee's first three (**3**) shifts shall be under guidance and supervision. Where an employee works rotating shifts, her first three (**3**) day, evening and night shifts shall be under guidance and supervision.
- 58.04** An employee may request additional orientation. Such requests shall not be unreasonably denied.

**ARTICLE 59: RESIGNATION**

- 59.01** An employee who resigns, shall give twenty-eight (**28**)calendar days prior notice in writing of her resignation to the Employer, exclusive of any vacation leave with pay due. The Employer may waive the requirement of notice under this clause in extenuating circumstances.
- 59.02** An employee shall be permitted to revoke his resignation by notice to the Employer at any time within forty-eight (**48**) 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.

**ARTICLE 60: JOB SHARING**

- 60.01** At the request of two 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. Where the Employer has approved the employees' request, the Employer and the Employees shall enter into a job share agreement.
- (a) Subject to Employer approval, the employees will establish the rotation whereby one employee covers the position at all times except when one or both employees are on approved leave.

- (b) The breaks between each period of job share service shall not interrupt the accumulation of “continuous employment” and “continuous service” with the Employer.
- (c) The Employer will not unilaterally change the established rotation. However, the established rotation may be changed by mutual agreement to address temporary situations where one of the job share employees is absent from work.
- (d) The provisions of the Collective Agreement for part time employees will apply to each of the job share employees.
- (e) The job share may be terminated at any time by either employee or the Employer on thirty (30) days notice.
- (f) If one of the employees terminates participation, there shall be a one month period in which to find a replacement before the job share arrangement is terminated. During this period the Employer shall make reasonable efforts to fill the vacant rotation. The Employer will consider any suitable replacement employees suggested by the remaining employee. Failing this the job share arrangement is deemed to be terminated and the shared position must revert to a full-time indeterminate position with the remaining employee having the option to assume that full-time position.

#### **ARTICLE 61: NORTHERN ALLOWANCE**

61.01 Employees shall be entitled to receive northern allowance.

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.

61.02 Northern Allowance shall be paid to employees as follows:

- (a) The allowance will be paid bi-weekly;
- (b) The allowance for casual and part-time employees will be pro-rated to an hourly rate by dividing the annual rate by 1950; and
- (c) No allowance will be paid for overtime.

**ARTICLE 62: PAY ADJUSTMENTS ON POSITION RE-EVALUATION**

- 62.01 Where a re-evaluation of a position is to take effect retroactively, only the employees on strength on the date of implementation of the re-evaluation shall be entitled to receive any retroactive benefits from the re-evaluation.
- 62.02 Where a position is re-evaluated as a result of a change in duties and responsibilities and the maximum rate of pay of the new pay range exceeds the maximum rate of pay of the old pay range, the incumbent of the position will be paid at the step in the new pay range which provides him/her with an increase in salary that is nearest to but not less than the difference between Step 1 and Step 2 of the new pay range.
- 62.03 Where a position is re-evaluated and there have been no substantial changes to the duties and responsibilities of the position, and the maximum rate of pay of the new pay range exceeds the **maximum** rate of pay of the old pay range, the incumbent of the position will be paid at the same step in the new pay range as they were in the old pay range.
- 62.04 The effective date of the re-evaluation that results in **an** increase in pay shall not be greater than sixty (60) days prior to the filing of the job evaluation appeal or the date that the employee's job description was revised, whichever is earlier.
- 62.05 Notwithstanding the provisions of Clause 25.01 when a position is re-evaluated and the maximum salary payable in the new range is less than the maximum salary of the incumbent of the position, he/she shall be paid as the present incumbent of that position in a holding range which will permit him/her to be paid at a salary which is nearest to and not less than his/her present maximum salary.
- 62.06 For the purposes of this Article a present incumbent is an employee who, subject to this article, continues to receive the annual and negotiated increases for the range for the employee's position before it was re-evaluated downwards. An employee shall continue **as** a present incumbent until such time **as** the employee accepts another position.
- 62.07 Where a position is re-evaluated, and as a result of that re-evaluation, the Job Evaluation Committee re-evaluates other positions through the process of "sore-thumbing", clauses 62.01 and 62.03 through 62.06 of this Article apply to each position that is affected by the "sore-thumbing". The effective date of the re-evaluation of any position affected by the "sore-thumbing" exercise shall be the date the Job Evaluation Committee completes the "sore-thumbing" exercise.



**ARTICLE 63: CASUAL EMPLOYEES**

- 63.01 “Casual Employee” is one who:
- (a) is regularly scheduled for a period of four **(4)** calendar months or less for a specific job; **or**
  - (b) relieves for absences the duration of which is four **(4)** calendar months or less; or
  - (c) works on a call-in basis and is not regularly scheduled.
- 63.02 Casual employees shall be hired into a casual position. Casual employees may be hired into more than one casual position. Indeterminate employees may be hired into casual positions.
- 63.03 **If** the Employer anticipates the period of temporary employment to be in excess of four **(4)** months - except in the case of casual employees hired under Clause 63.01(c), the employee shall be appointed on a term basis and shall be entitled to all the benefits of a term employee from the first day of his/her employment.
- Where a casual employee works the regular hours of a full time employee in a position for more than four **(4)** consecutive months, the casual employee shall become a term employee and shall be entitled to all the benefits of a term employee from the first day the casual employee began working the regular hours.
- 63.04 The Employer shall ensure that a series of casual employees will not be employed in lieu of establishing a full time position or filling a vacant position.
- 63.05 Casual employees shall be paid overtime for all hours worked in excess of the regular hours, daily and weekly, of a full time employee in the same position. Where a casual employee works in more than one casual position, overtime shall be based upon the total number of hours worked by the casual employee, daily and weekly, in all casual positions.
- 63.06 **A** casual employee who is hired under Clause 63.01 (a) or (b) shall be notified in writing of the anticipated termination of his employment. If the casual employee’s termination date is earlier than the anticipated termination date the casual employee shall be provided with 1 day notice of termination for each week of continuous employment to a maximum of ten days notice.
- 63.07 **A** casual employee who is hired under Clause 63.01 (c) shall have his employment in a casual position terminated if he has been requested to work by the Employer and has not worked for the Employer in that position for a period of 6 months.

- 63.08 The Employer will consult with the union before a casual employee who was hired under Clause 63.01 (a) or (b) is rehired into the same position within 30 days of the termination of that employee's last casual employment.
- 63.09 Casual employees who are required to work on a Designated Paid Holiday shall be paid at two times the employee's basic rate of pay for all hours worked, and shall be paid **4.64%** of their earnings paid at the basic rate of pay and of their vacation pay in lieu of a mutually agreeable day off.
- 63.10 **An** indeterminate employee who is also working **as** a casual employee and who works a Designated Paid Holiday shall be paid four decimal six four percent (**4.64%**) of the employee's earnings as an indeterminate employee and as a casual employee paid at the basic rate of pay in lieu of a mutually agreeable day off.
- 63.11 Casual employees shall be paid in addition to their basic rate of pay **six** percent (6%) for vacation pay. **An** indeterminate employee who is also hired as a casual employee shall be paid six percent (6%) vacation pay for all hours worked as a casual employee. Each employee may elect to accumulate their 6% and have that amount liquidated by March 31 in each year. **An** employee's election to accumulate under this paragraph is irrevocable.
- 63.12 The following provisions of the Collective Agreement do not apply to casual employees:
- (a) Article **2.01(aa)**: Seniority
  - (b) Article **2.01(i)**: Day of Rest
  - (c) Article 16: Designated Paid Holidays
  - (d) Article **18**: Vacation Leave
  - (e) Article **21**: Other types of leave
  - (f) Article **24.04**: Overtime Distribution
  - (g) Articles **27.01, 27.02, 27.03, 27.06, 27.07, and 27.08**: Shift Scheduling
  - (h) Article **33**: Layoff and Job Security
  - (i) Article **37.07**: Adjustment of Disputes
  - (j) Article **42**: Ultimate Removal Assistance
  - (k) Article **43**: Moving Expenses on Initial Appointment
  - (l) Article **45**: Employee Medical Travel
  - (m) Article **46.05**: Educational Courses

- (n) Article 50: Pension Plan and Benefits (except as noted below)
- (o) Article 55: Severance Pay
- (p) Article 57: Educational Allowances
- (q) Article 66: Deferred Salary Leave
- (r) Appendix 3: Mandatory Leave Days

- 63.13 If a casual employee is hired into an indeterminate position, all hours worked by the casual employee prior to hiring into the indeterminate position will be taken into account for the purposes of applying Article 54.
- 63.14 Casual employees who meet the eligibility criteria of the Pension Plan will be entitled to benefits under the Plan.
- 63.15 Casual employees shall be paid at the Casual Step of Appendix 1. This rate may be exceeded by the Employer.

#### **ARTICLE 64: RE-OPENER OF AGREEMENT AND MUTUAL DISCUSSIONS**

- 64.01 This Agreement may be amended by mutual consent.
- 64.02 The Employer and the Union acknowledge the mutual benefits to be derived from dialogue between the parties and are prepared to discuss matters of common interest.

#### **ARTICLE 65: DURATION AND RENEWAL**

- 65.01 The term of this agreement shall be from date of ratification to March 31, 2012. All provisions of this agreement take effect on the date of ratification unless otherwise specified.
- 65.02 Notwithstanding the preceding, the provisions of this Agreement, including the provisions for the adjustments of disputes in Article 37, shall remain in effect during the negotiations for its renewal and until a new Agreement becomes effective, or until requirements of Section 89(1) of the Canada Labour Code have been met.
- 65.03 Within four **(4)** months preceding the termination of this Agreement, either party may, by written notice, require the other party to commence bargaining collectively with a view to the conclusion, renewal or revision of the Agreement.

**ARTICLE 66: DEFERRED SALARY LEAVE PLAN**

- 66.01 The deferred salary leave plan enables indeterminate employees to take six months or one year of leave from the Employer, and to finance this leave through a deferral of salary in previous years.
- 66.02 Under this plan, participating employees agree to defer a portion of their salary for four or four and one half consecutive years and the Employer agrees to grant the employee leave in the fifth year or the last six months of the fifth year, and to use the amounts deferred in the previous four or four and one-half years to pay the employee's salary during the period of the leave. Participation in the plan is subject to operational requirements.
- 66.03 During the period of leave, employees may engage in whatever activities they wish, except to be employed with the Employer in any capacity, including casual employment.
- 66.04 The individual plan for each participating employee is a six year period consisting of the following:
- (a) The first four consecutive years during which the employee draws 80% of salary earned in each of the four years and defers the remaining twenty percent 20%;
  - (b) The fifth consecutive year in which the employee takes the leave, and is paid from the amounts deferred above; and
  - (c) The sixth consecutive year in which the employee returns to employment with the Employer for a minimum of one year;
- or,
- (a) The first four consecutive years and six consecutive months during which the employee draws 90% of salary earned in each of the four years and six months and defers the remaining 10%;
  - (b) The last six consecutive months of the fifth consecutive year in which the employee takes the leave, and is paid from the amounts deferred above; and
  - (c) The first six consecutive months of the sixth consecutive year in which the employee returns to employment with the Employer for a minimum of six months.
- 66.05 Participation can begin at any time during the year.
- 66.06 There is no maximum number of employees allowed to enter the plan.

- 66.07 The Employer must ensure that approved leaves do not impair the future operation of the organization.
- 66.08 Employees make written application to the Employer. Applications will state the proposed start of the salary deferral and the proposed period of leave. Employees will be notified of the approval of their application at least six (6) weeks prior to the start of the salary deferral.
- 66.09 Each participant will sign an agreement covering the details of the plan.
- 66.10 In each year of the plan preceding the period of the leave, the employee will be paid 80% or 90% of the applicable salary. The remaining 20% or 10% of salary will be deferred and this amount will be retained by the Employer to finance payments during the period of leave.
- 66.11 The deferred salary will be retained by the Employer. A statement of the employee's deferred amount will be provided at each anniversary of the plan.
- 66.12 During the period of leave, the employee shall receive, if on a one year leave, one twenty sixth or, if on a six month leave, one thirteenth of the total deferred amount in each pay period, less applicable deductions. No additional payments to the employee can be made such as loans, subsidies, allowances or salary.
- 66.13 Income Tax will be deducted in accordance with the provisions of the *Income Tax Act* and its Regulations.
- 66.14 During the first four or four and one-half years of the plan, the Employer shall provide employee benefits at a level equivalent to 100% of salary. Benefits and premium recoveries for the period of leave will be governed by the rules for Leave Without Pay. Pension and all benefits will be provided in accordance with the plan provisions. Where pension and benefits are provided for the period of leave, all required contributions and premiums are payable by the employee. Arrangements can be made to have deductions from pay for some of these benefits.
- 66.15 Upon return from leave, the Employer will, wherever possible, place the employee in the position held at the commencement of the leave. Where this is not possible, the employee will be placed in a comparable position. If the employee's position is deleted from the establishment while the employee is on leave, the employee will be entitled to the same rights and benefits had the employee been in the position when it was deleted.
- 66.16 Returning employees will have their salary review date moved in accordance with 17.10.
- 66.17 The Employer shall cancel participation in the plan and shall refund, within sixty (60) days, the total deferred amount, if the employee dies or employment is otherwise terminated.

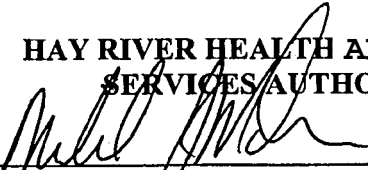
66.18 Where operational requirements would not be met if the employee proceeded on leave in the fifth year, or where exceptional changes in personal circumstances make the leave unfeasible, the Employer will give the employee the choice of the following:

- (a) withdrawing from the plan and taking a refund of the total deferred amount; or
- (b) deferring the period of leave to either the sixth or seventh consecutive year or to some other mutually agreeable time.

66.19 Upon withdrawal **from** the plan the total deferred amount will be repaid to the employee within sixty (**60**) days **from** the notification of withdrawal.

Dated at Hay River this 31st day of July, 2009

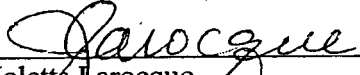
**HAY RIVER HEALTH AND SOCIAL SERVICES AUTHORITY**

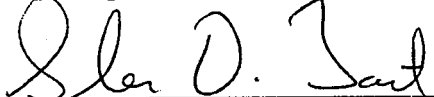
  
\_\_\_\_\_  
Michael Maher  
Public Administrator

  
\_\_\_\_\_  
Al Woods  
Chief Executive Officer


  
\_\_\_\_\_  
Jean Locke  
Manager, Human Resources

  
\_\_\_\_\_  
Rhonda Plamondon  
Human Resources Officer


  
\_\_\_\_\_  
Jolitta Larocque  
Quality Improvement Coordinator


  
\_\_\_\_\_  
Glenn Tait  
Negotiator

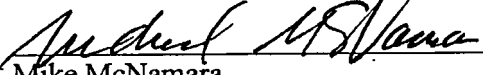
**PUBLIC SERVICE ALLIANCE OF CANADA**

  
\_\_\_\_\_  
Jean-Francois Des Lauriers  
Regional-Executive Vice-president, PSAC North

  
\_\_\_\_\_  
Mary Davies  
Bargaining Team Member

  
\_\_\_\_\_  
Robb Ross  
Bargaining Team Member

  
\_\_\_\_\_  
Danielle Antoine  
Bargaining Team member

  
\_\_\_\_\_  
Mike McNamara  
Negotiator

**LETTER OF UNDERSTANDING**

BETWEEN

THE HAY RIVER HEALTH AND SOCIAL SERVICES AUTHORITY

- and -

PUBLIC SERVICE ALLIANCE OF CANADA

RE: FLOAT POSITIONS

**WHEREAS** the Employer and Union desire to avoid or minimize the effects of illness, stress and burnout in the employees of the Hay River Health and Social Services Authority and the Employer is having difficulty scheduling relief for leaves of absence. These float positions are created to replace employees who are absent from the work place and to assist in relieving the burden on existing staff.

Therefore it is mutually agreed that a maximum of four new float positions be established for the Registered Nurse position and for the Licensed Practical Nurse position. These positions will, be developed subject to the following terms and conditions:

1. A float position will be an indeterminate position (full-time or part-time) subject to all of the benefits, rights and entitlements of the Collective Agreement applicable to their status.



2. **An** employee with a float position will work in all departments where their position is used **as** required or assigned. An employee with a float position will receive an orientation **as** per Article 58, in all departments where they will be required to work.
3. **An** employee with a float position will only be assigned duties or the related duties of their position.
4. The master work schedule, including hours/days of work may be modified by the Employer subject to the following conditions:
  - (a) In rare and unusual circumstances, an employee with a float position shall be given a minimum of twenty-four (**24**) hours notice between changes in the **shift** schedule. This provision modifies the five (5) calendar day notice required in Article 27.03. All other provisions of the Collective Agreement will be applicable to these positions except **as** modified by this Letter of Understanding.
  - (b) Article 27.10 will not be applicable to these positions.
5. The special conditions of a float position shall be made known to job applicants. The job postings shall indicate whether a position is a float position and the conditions will be discussed in the job interview and confirmed in the letter of offer sent to employees.

**LETTER OF UNDERSTANDING**

BETWEEN

THE HAY RIVER HEALTH AND SOCIAL SERVICES AUTHORITY

- and -

PUBLIC SERVICE ALLIANCE OF CANADA

RE: TRANSFER OF LEAVE CREDITS

The Hay River Health and Social Services Authority will discuss with the Government of the Northwest Territories the transferring of leave credits for newly hired employees who are leaving the employ of the Government of the Northwest Territories and taking employment with the Hay River Health and Social Services Authority.

**LETTER OF UNDERSTANDING**

BETWEEN

THE HAY RIVER HEALTH AND SOCIAL SERVICES AUTHORITY

- and -

PUBLIC SERVICE ALLIANCE OF CANADA

RE: **APPRENTICES**

It is agreed that in the event the Employer indentures an apprentice during the life of the current Collective Agreement, then the Employer and the Union **shall** meet to resolve **the** issue **of** appropriate compensation and payment of expenses for the apprentice while attending trade training courses.

## APPENDIX 1

## HOURLY RATES OF PAY

Effective April 1, 2009

Min Pts	Max Pts	Pay Range	Casuals	Step1	Step2	Step3	Step4	Step5	Step6
92	101	1	18.42	21.02	21.56	22.11	22.68	23.26	23.86
102	112	2	19.22	21.82	22.38	22.95	23.54	24.14	24.76
113	124	3	20.12	22.72	23.30	23.90	24.51	25.14	25.78
125	137	4	20.95	23.55	24.15	24.77	25.41	26.06	26.73
138	151	5	21.87	24.47	25.10	25.74	26.40	27.08	27.77
152	166	6	22.73	25.33	25.98	26.65	27.33	28.03	28.75
167	183	7	23.66	26.26	26.93	27.62	28.33	29.06	29.81
184	201	8	24.65	27.25	27.95	28.67	29.41	30.16	30.93
202	221	9	25.64	28.24	28.96	29.70	30.46	31.24	32.04
222	243	10	26.66	29.26	30.01	30.78	31.57	32.38	33.21
244	267	11	27.71	30.31	31.09	31.89	32.71	33.55	34.41
268	293	12	30.00	32.60	33.44	34.30	35.18	36.08	37.01
294	322	13	31.50	34.10	34.97	35.87	36.79	37.73	38.70
323	354	14	33.13	35.73	36.65	37.59	38.55	39.54	40.55
355	389	15	34.79	37.39	38.35	39.33	40.34	41.37	42.43
390	427	16	36.56	39.16	40.16	41.19	42.25	43.33	44.44
428	469	17	38.37	40.97	42.02	43.10	44.21	45.34	46.50
470	515	18	40.27	42.87	43.97	45.10	46.26	47.45	48.67
516	565	19	42.28	44.88	46.03	47.21	48.42	49.66	50.93
566	620	20	44.33	46.93	48.13	49.36	50.63	51.93	53.26
621	680	21	46.52	49.12	50.38	51.67	52.99	54.35	55.74
681	746	22	48.76	51.36	52.68	54.03	55.42	56.84	58.30
747	818	23	51.13	53.73	55.11	56.52	57.97	59.46	60.98
819	897	24	53.58	56.18	57.62	59.10	60.62	62.17	63.76
898	983	25	56.16	58.76	60.27	61.82	63.40	65.03	66.70

**APPENDIX 1 - HOURLY RATES OF PAY**

Effective April 1, 2010

Min Pts	Max Pts	Pay Range	Casuals	Step1	Step2	Step3	Step4	Step5	Step6	Step7
92	101	1	18.95	21.55	22.10	22.67	23.25	23.85	24.46	25.09
102	112	2	19.77	22.37	22.94	23.53	24.13	24.75	25.38	26.03
113	124	3	20.68	23.28	23.88	24.49	25.12	25.76	26.42	27.10
125	137	4	21.55	24.15	24.77	25.40	26.05	26.72	27.40	28.10
138	151	5	22.48	25.08	25.72	26.38	27.06	27.75	28.46	29.19
152	166	6	23.36	25.96	26.63	27.31	28.01	28.73	29.47	30.23
167	183	7	24.33	26.93	27.62	28.33	29.06	29.80	30.56	31.34
184	201	8	25.35	27.95	28.67	29.40	30.15	30.92	31.71	32.52
202	221	9	26.35	28.95	29.69	30.45	31.23	32.03	32.85	33.69
222	243	10	27.39	29.99	30.76	31.55	32.36	33.19	34.04	34.91
244	267	11	28.47	31.07	31.87	32.69	33.53	34.39	35.27	36.17
268	293	12	30.83	33.43	34.29	35.17	36.07	36.99	37.94	38.91
294	322	13	32.34	34.94	35.84	36.76	37.70	38.67	39.66	40.68
323	354	14	34.02	36.82	37.56	38.52	39.51	40.52	41.56	42.63
355	389	15	35.72	38.32	39.30	40.31	41.34	42.40	43.49	44.61
390	427	16	37.53	40.13	41.16	42.22	43.30	44.41	45.55	46.72
428	469	17	39.41	42.01	43.09	44.19	45.32	46.48	47.67	48.89
470	515	18	41.34	43.94	45.07	46.23	47.42	48.64	49.89	51.17
516	565	19	43.40	46.00	47.18	48.39	49.63	50.90	52.20	53.54
566	620	20	45.51	48.11	49.34	50.60	51.90	53.23	54.59	55.99
621	680	21	47.74	50.34	51.63	52.95	54.31	55.70	57.13	58.59
681	746	22	50.06	52.66	54.01	55.39	56.81	58.27	59.76	61.29
747	818	23	52.48	55.08	56.49	57.94	59.43	60.95	62.51	64.11
819	897	24	54.99	57.59	59.07	60.58	62.13	63.72	65.35	67.03
898	983	25	57.65	60.25	61.79	63.37	64.99	66.66	68.37	70.12

## APPENDIX 1 -HOURLY RATES OF PAY

Effective April 1, 2011

Min Pts	Max Pts	Pay Range	Casuals	Step 1	Step2	Step3	Step4	Step5	Step6	Step7	Step8
92	101	1	19.55	22.15	22.72	23.30	23.90	24.51	25.14	25.78	26.44
102	112	2	20.37	22.97	23.56	24.16	24.78	25.42	26.07	26.74	27.43
113	124	3	21.32	23.92	24.53	25.16	25.81	26.47	27.15	27.85	28.56
125	137	4	22.20	24.80	25.44	26.09	26.76	27.45	28.15	28.87	29.61
138	151	5	23.17	25.77	26.43	27.11	27.80	28.51	29.24	29.99	30.76
152	166	6	24.07	26.67	27.35	28.05	28.77	29.51	30.27	31.05	31.85
167	183	7	25.06	27.66	28.37	29.10	29.85	30.62	31.40	32.20	33.03
184	201	8	26.11	28.71	29.45	30.20	30.97	31.76	32.57	33.41	34.27
202	221	9	27.14	29.74	30.50	31.28	32.08	32.90	33.74	34.61	35.50
222	243	10	28.22	30.82	31.61	32.42	33.25	34.10	34.97	35.87	36.79
244	267	11	29.33	31.93	32.75	33.59	34.45	35.33	36.24	37.17	38.12
268	293	12	31.75	34.35	35.23	36.13	37.06	38.01	38.98	39.98	41.00
294	322	13	33.32	35.92	36.84	37.78	38.75	39.74	40.76	41.81	42.88
323	354	14	35.04	37.64	38.60	39.59	40.60	41.64	42.71	43.81	44.93
355	389	15	36.76	39.36	40.37	41.41	42.47	43.56	44.68	45.83	47.01
390	427	16	38.64	41.24	42.30	43.38	44.49	45.63	46.80	48.00	49.23
428	469	17	40.56	43.16	44.27	45.40	46.56	47.75	48.97	50.23	51.52
470	515	18	42.56	45.16	46.32	47.51	48.73	49.98	51.26	52.57	53.92
516	565	19	44.66	47.26	48.47	49.71	50.98	52.29	53.63	55.01	56.42
566	620	20	46.82	49.42	50.69	51.99	53.32	54.69	56.09	57.53	59.00
621	680	21	49.12	51.72	53.05	54.41	55.80	57.23	58.70	60.21	61.75
681	746	22	51.50	54.10	55.49	56.91	58.37	59.87	61.41	62.98	64.59
747	818	23	53.97	56.57	58.02	59.51	61.04	62.61	64.22	65.87	67.56
819	897	24	56.55	59.15	60.67	62.23	63.83	65.47	67.15	68.87	70.64
898	983	25	59.29	61.89	63.48	65.11	66.78	68.49	70.25	72.05	73.90

## **APPENDIX 2 – OCCUPATIONAL GROUPS**

Several positions in Appendix 2 are grouped into occupational groups. Positions in occupational groups share basic skills, experience and/or working conditions. However, within an occupational group, individual positions may require specific skills, knowledge or experience.

Including a position in an occupational group does not mean that **an** employee in that position has the skill ability and qualifications to fulfill the normal requirements of all of the other positions within that occupational group.

Placement of new positions will be made by the Job Evaluation Committee. The Union will be provided with a new list **of** Occupational Groupings after new positions are placed by the Job Evaluation Committee.

**An** up-to-date copy of the Occupational Groupings will be posted on all Union bulletin boards **and** sent to the Union every six (**6**) months, at the same time **as** the seniority list is provided under Article 14.08.

### APPENDIX 3 – MANDATORY LEAVE DAYS.

Effective April 1, 2009 all employees, except casual employees, shall take five 7.5 hour days Mandatory leave with Pay per fiscal year. Part time employees will have their entitlement pro-rated.

#### Non-Continuous positions

1. Mandatory Leave with Pay will be taken between December 19<sup>th</sup> and January 5<sup>th</sup> on days set by the Employer.
2. Employees on leave without pay on the working day immediately preceding and following the days set by the Employer are not eligible for the Mandatory leave with Pay days, except where leave has been granted under Article 12.
3. Employees in non-continuous positions will be provided with the five Mandatory leave with Pay **days** no matter what their **start** date in that fiscal year.
4. Mandatory leave with Pay days will not be paid out if an employee terminates his/her employment prior to the days set by the Employer.

#### Continuous Positions

1. 37.5 hours of Mandatory Leave with Pay will be **scheduled** in advance to be taken at a time that is mutually acceptable to the employee and the Employer.
2. Where the employee and the Employer are unable to schedule some or all of the Mandatory leave with pay, the employee will be paid out the remaining value of the Mandatory Leave with Pay days at the end of the fiscal year.
3. Where **an** employee is on leave without pay for more than three months, except for leave granted under Article 12, the employee will be entitled to a pro-rated amount of Mandatory leave ~~with~~ Pay.
4. Where an employee terminates his/her employment prior to the end of the fiscal year, the employee will be paid out the remaining pro-rated value of Mandatory leave with Pay.

104