

HAY RIVER HEALTH AND SOCIAL SERVICES AUTHORITY (HRHSSA)

and

PUBLIC SERVICE ALLIANCE OF CANADA

EMPLOYER PROPOSALS FOR RENEWAL OF COLLECTIVE AGREEMENT

The Employer Bargaining Committee has the authority to negotiate a collective agreement. Any collective agreement that is negotiated has to be ratified by the Public Administrator.

The Employer proposes the following changes to the Collective Agreement. The Employer reserves the right to introduce new proposals in response to proposals brought forward by the Union or in response to issues that arise as a result of collective bargaining discussions.

The Employer proposal is to renew the Collective Agreement with the changes as detailed in the following proposal.

**General**

***Amend pronouns throughout the agreement to gender neutral language***

**Interpretation and Definitions**

***2.03 – amend***

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

**Special Leave**

***19.06 (b) – amend***

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, **including lab, x-ray, rehabilitation and counselling appointments**

## Sick Leave

### **20.09(b) – amend**

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:

(b) for any additional sick leave in **the previous 12-month period where 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.

## Other Types of Leave

### **21.03 (b) – amend**

In respect of the period of maternity leave, maternity leave allowance payments will consist of: for the first ~~two (2) weeks~~ **week**, 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, **to a maximum employer contribution of 38% of the employee's weekly rate of pay. If the employee does not take parental leave, the employee shall be entitled to a payment equivalent to 93% of the employee's weekly rate of pay for the employee's 17<sup>th</sup> week of parental leave.**

### **21.05 (d) – amend**

(1) In respect of the period of parental leave taken by an employee who has not taken maternity leave, parental leave allowance **shall consist of** payments ~~will be~~ equivalent to 93% of the employee's weekly rate of pay for the first ~~two weeks~~ **week. and for** 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, **to a maximum employer contribution of 38% of the employee's weekly rate of pay. For the 17<sup>th</sup> week of parental leave, payment equivalent to 93% of the employee's weekly rate of pay.**

(2) 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, **to a maximum employer contribution of 38% of the employee's weekly rate of pay, for 17 weeks. For the 18<sup>th</sup> week of parental leave, the employee shall receive payment equivalent to 93% of the employee's weekly rate of pay.**

## Hours of Work

### *22.07 – amend and renumber*

(a) 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.

**(b) Where required by client and programming needs, where operationally feasible, and provided that the Employer incurs no additional overtime cost, with the mutual agreement of the Employer and employee, employees may work flexible or staggered hours within the same workweek.**

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

## Overtime

### *(NEW) 24.02 (b) – add and renumber*

**For greater certainty, if an employee does not answer their telephone on the initial call from the Employer, the employee will lose their entitlement to the overtime shift, and will only be assigned the overtime shift if it has not already been otherwise assigned.**

## Medical Travel

### *(NEW) 45.01 (d) – add*

**payment shall not be made unless the medical travel has been authorized by the Government of the Northwest Territories.**

## Vacancies, Job Postings, Promotions and Transfers

### *49.01(b) – amend*

~~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.~~ **Hiring preference shall be given to internal candidates. If candidates from both within and outside of bargaining unit apply for the same position, the Employer shall not consider the external applicants until it has first considered all internal applicants for the position.**

## **Casual Employees**

*(NEW) 63.12 (e) – add and renumber*

**Article 24.07 (c): Overtime (Lieu Time)**

## **Letters of Understanding**

*Letter of Understanding Re Float Positions (p.93) – add*

- **One (1) Health Care Aid**

***(NEW) Letter of Understanding Re Midwifery Program – add***

**LETTER OF UNDERSTANDING  
RE: MIDWIFE POSITIONS**

**BETWEEN:**

**THE HAY RIVER HEALTH AND SOCIAL SERVICES AUTHORITY  
(the “Employer”)**

**And**

**PUBLIC SERVICE ALLIANCE OF CANADA  
(the “Union”)**

WHEREAS the Union and the Employer support all efforts to attract and retain Midwives to positions within the Hay River Health and Social Services Authority;

AND WHEREAS the Union and the Employer recognize that certain provisions of the collective agreement do not appropriately address the flexibility in scheduling required for Midwives;

NOW THEREFORE, the Union and the Employer agree to the following terms of this Letter of Understanding (“LOU”):

1. In order to meet operational requirements Midwives may not be able to work the normal work week of five (5) work days followed by two (2) days of rest, and may sometimes be required to work in excess of five (5) consecutive days in one week. Because of this, Midwives are permitted flexibility in scheduling their work week on an irregular basis to meet operational requirements.
2. As a means of compensating these employees for any extra days worked as result of their irregular work schedule, the Employer agrees that where a Midwife works in excess of the normal work days in a 28 day period, he/she shall be entitled to compensatory time off with pay for each extra hour worked. A Midwife shall be provided compensatory leave at the rate of time and one half for all hours worked greater than 150 hours over a 28-day period.
3. **For greater certainty, Midwives shall be exempted from Article 24 (Overtime) of the Collective Agreement between the Employer and the Union.**

4. Compensatory leave must be taken at a time mutually agreeable to both the Midwife and the Employer.
5. No Midwife shall be permitted to bank more than fifteen (15) days [one hundred and twelve and one half (112.5) hours] of compensatory leave. As banked compensatory leave hours are depleted, they may continue to be earned to a maximum of 112.5 hours. Banked compensatory leave hours in excess of 112.5 hours shall be paid out at the Midwife's current rate of pay. At the end of the fiscal year, all remaining compensatory leave hours shall be paid out and no compensatory leave hours shall be carried forward from one fiscal year to the next.
6. It is agreed that all banked compensatory leave hours shall be used before any annual leave is used.
7. Midwives placed on standby shall be entitled to standby payment of one hour's pay at the employees base salary for each seven and one half (7.5) hours consecutive hours or portion thereof that he/she is on standby, except on his/her days of rest and designated paid holidays. For each seven and one half (7.5) consecutive hours or portion thereof that an employee is on standby on a day of rest or a designated paid holiday, he/she shall be paid one and one-half hours pay at the employee's base salary. Hours worked while on standby shall be considered as employee scheduled hours outlined in Article 2 of this LOU.
8. Except as provided in this LOU, Midwives shall receive all the benefits that indeterminate employees would receive under the Collective Agreement between the Employer and the Union. In the event of a conflict between this LOU and the Collective Agreement, this LOU shall govern.

***(NEW) Letter of Understanding Re Emergency Medical Service Casual Employees – add***

**LETTER OF UNDERSTANDING  
RE: EMERGENCY MEDICAL SERVICES EMPLOYEES**

**BETWEEN:**

**THE HAY RIVER HEALTH AND SOCIAL SERVICES AUTHORITY  
(the “Employer”)**

**And**

**PUBLIC SERVICE ALLIANCE OF CANADA  
(the “Union”)**

WHEREAS the Employer has difficulty attracting and retaining indeterminate employees for certain positions providing emergency medical services;

AND WHEREAS current indeterminate employees providing certain emergency medical services are limited in the rest and leave periods available to them, due to the shortage of employees capable of delivering these services;

AND WHEREAS the Employer may require the services of casual employees not living in Hay River to provide certain emergency medical services;

AND WHEREAS both the Union and the Employer recognize the need for emergency medical services to protect the health and safety of the public;

AND WHEREAS both the Union and the Employer recognize the value of the work performed by current indeterminate employees providing certain emergency medical services and the value of rest and leave periods for these employees;

NOW THEREFORE, the Union and the Employer agree to the following terms of this Letter of Understanding (“LOU”):

1. This LOU shall apply only to the following positions (the “Emergency Services”):
  - a. X-Ray Technician
  - b. Sonographer
  - c. Laboratory Technologist
  - d. Dialysis Nurse
  - e. Midwife

2. In order to meet operational requirements, where the Employer has been unable to recruit qualified indeterminate employees into the Emergency Services positions, and where there are no casual employees available and qualified in Hay River to deliver Emergency Services on a casual basis, the Employer may reimburse the costs of travel and accommodation for casual employees living outside of the Town of Hay River to deliver Emergency Services on a casual basis.
3. The Employer may reimburse the following costs for casual employees living outside of the Town of Hay River to deliver Emergency Services on a casual basis:
  - a. Flight, at the most economical rate, and/or vehicle mileage, at the Treasury Board Travel Regulation rate, to Hay River from the employee's normal place of residence, at the beginning of the period of casual employment;
  - b. Flight, at the most economical rate, and/or vehicle mileage, at the Treasury Board Travel Regulation rate, from Hay River to the employee's normal place of residence, at the end of the period of casual employment;
  - c. Hotel accommodations in Hay River during the period of casual employment;
  - d. Appropriate taxi fares to and from airports;
  - e. Insurance, licences and/or designations.
4. The Employer shall confirm the costs that the Employer will reimburse prior to the employee accepting the casual period of employment.
5. The Employer will not provide reimbursement for the following:
  - a. Per diems
  - b. Incidentals, including extra or overweight luggage
  - c. Spousal travel/escorts
6. The Employer shall ensure that a series of casual employees are not hired under this LOU in lieu of creating or filling an indeterminate position.
7. Except as provided in this LOU, the provisions of the Collective Agreement between the Union and the Employer, applying to casual employees, shall apply to casual employees from outside of the Town of Hay River delivering Emergency Services.

**Rates and Duration**

***65.01 – duration to be discussed***

***Appendix A – other rates to be discussed***