

**UNION OF NORTHERN WORKERS
PUBLIC SERVICE ALLIANCE OF CANADA**

**PROPOSALS FOR A RENEWAL COLLECTIVE AGREEMENT
WITH**

HAY RIVER HEALTH AND SOCIAL SERVICES AGENCY

JUNE 6, 2017

This document represents bargaining proposals of the Public Service Alliance of Canada for a renewal Collective Agreement with the Hay River Health and Social Services Agency. These proposals are being submitted without prejudice to any future proposed amendments and/or additions, and are subject to any errors and/or omissions.

The Public Service Alliance of Canada reserves the right to add to, amend, modify, and withdraw its proposals at any time during collective bargaining, to introduce counter-proposals to the Employer's demands, and to introduce new demands that might emerge from discussions at the bargaining table or from new information obtained during negotiations.

Where the word RESERVE appears, it means that the Union reserves the right to make proposals at a later date. In particular, the Public Service Alliance of Canada reserves the right to introduce a comprehensive economic proposal (including but not limited to general economic increases, market adjustments, allowances, bonuses, and expenses) at an appropriate time during negotiations.

Where proposals are made with respect to certain clauses in an Article, the remainder of the Article is considered renewed, with consequential renumbering as required. Where neither party has a proposal on an Article or a Letter or Memorandum of Understanding or an Appendix, that entire Article, Letter or Memorandum, or Appendix, is considered renewed.

Finally, the Union requests of the Employer disclosure of any plans for changes at its administrative or workplace level that may affect this round of negotiations, and reserves the right to make additional proposals after receiving this information.

ARTICLE 2: INTERPRETATIONS AND DEFINITIONS

- 2.01 (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 not beyond **forty-eight (48) months**;
 - (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;

ARTICLE 3: RECOGNITION AND NO DISCRIMINATION

- 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, **(except as permitted by law)** sex, race, creed, colour, national origin, ethnic origin, **political or religious affiliation**, sexual orientation, **gender identity or expression**, family status, **marital status**, disability, ~~marital status~~, conviction for which a pardon has been granted, ~~political religious affiliation~~, nor by reason of Union membership or activity, nor by exercising their rights under the Collective Agreement, ~~except as permitted by law~~.

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.~~

ARTICLE 10 – SEXUAL HARASSMENT, ABUSE OF AUTHORITY AND WORKPLACE VIOLENCE

- 1.01 ~~————— 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.~~
- 1.02 ~~————— 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.~~
- 10.01 **The Union and the Employer recognize the right of employees to work in an environment free from all forms of harassment, workplace violence and abuse of authority. The Union and the Employer agree that workplace violence, harassment, and abuse of authority are unacceptable and will not be tolerated in the workplace.**
- 10.02 **Definitions**
- a) Harassment (including bullying) is defined as: any vexatious behaviour in the form of repeated and hostile or unwanted conduct, verbal comments, actions or gestures, which affect an employee's dignity and that result in a harmful work environment for the employee. A single serious incident of such behaviour that has a lasting harmful effect on an employee may also constitute harassment.**
 - b) Abuse of authority occurs when an individual uses the power and authority inherent in his/her position to endanger an employee's job, undermines the employee's ability to perform the job, threatens the economic livelihood of that employee, or in any way interferes with or influences the career of the employee. It may include intimidation, threats, blackmail or coercion. It does not**

include reasonable action taken by a manager relating to the management and direction of the employee.

- c) **Workplace violence involves any incidents where an employee is abused, threatened, or assaulted during the course of his/her employment. This includes the application of force, threat with or without a weapon, and severe verbal abuse.**

10.03 A grievance under this Article may be initiated at any step of the grievance procedure. **Any level of the grievance procedure shall be waived if a person hearing the grievance is the subject of a complaint.** Grievances under this Article will be handled with all possible confidentiality and dispatch.

10.04 **By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with harassment, workplace violence or abuse of authority. The selection of the mediator will be by mutual agreement.**

10.05 **When an employee has suffered violence in the workplace, the Employer will immediately investigate the situation in accordance with the steps outlined in the Safety and Health provisions of this Collective Agreement, the Safety Act, and any other relevant jurisdictional policies and procedures.**

10.06 **It is further recognized that certain employees, while in the workplace, may be at risk of physical violence or verbal abuse from clients, persons in care or in custody, or the public. Where such risk exists, the Employer and the Union shall meet to determine appropriate responses. In addition, the Employer shall:**

- (i) Provide non-violent crisis intervention training;**
- (ii) Clearly inform employees of the potential for physical violence or verbal abuse from a client, a person in care or in custody, or a member of the public;**
- (iii) Make available immediate, defusing, critical incident stress debriefing, and/or post-traumatic counselling to employees who have suffered as a result of workplace violence.**

10.07 **The Employer will keep the appropriate union representatives informed of ongoing developments for each situation under investigation.**

ARTICLE 12: UNION BUSINESS

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)~~ **four (4)** 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.

12.05 **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 **Union of Northern Workers, the PSAC, the Canadian Labour Congress and the N.W.T. Northern Territories Federation of Labour.**

ARTICLE 13: CHECK OFF

13.05 The amounts deducted in accordance with Article 13.01 shall be remitted to the Comptroller of the PSAC by cheque **bi-weekly** ~~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.

ARTICLE 14: INFORMATION

14.01 The Employer agrees to provide the Union, on a ~~semi-annual~~ **monthly** 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.

ARTICLE 15: PROBATION

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, in writing and upon proof of receipt thereof of the written notice, **provided that the termination is not arbitrary, discriminatory, or in bad faith.** 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.

ARTICLE 16: DESIGNATED PAID HOLIDAYS

16.01 (1) Paid Holidays

The following days are Designated Paid Holidays for employees covered by this Collective Agreement:

- (c) New Year's Day;
- (d) Good Friday;
- (e) Easter Monday;
- (f) Victoria Day;
- (g) **National Aboriginal Day**
- (h) Canada Day;
- (i) Civic Holiday, the first Monday in August;
- (j) Labour Day;
- (k) Thanksgiving Day;
- (l) Remembrance Day;
- (m) Christmas Day;
- (n) Boxing Day;
- (o) Any additional days when proclaimed by an Act of Parliament National Holiday or by an Act of the Legislative Assembly of the Northwest Territories as a Territorial Holiday.
- (p) ~~National Aboriginal Day;~~

ARTICLE 17: GENERAL POLICIES GOVERNING LEAVES OF ABSENCE

Leaves of Absences Without Pay

17.05 Leave of absence without pay may be granted to an employee, upon his or her request, ~~at the discretion of the Employer~~ if the employee has exhausted all of her vacation leave and banked time. Such leave of absence without

pay may be granted to a maximum of two (2) months per fiscal year. **Such request shall not be unreasonably denied.**

17.09 **An employee's leave request shall not be denied based solely on the Employer incurring additional overtime costs.**

Consequential renumbering as required

ARTICLE 18: VACATION LEAVE

18.01 Vacation Entitlement - Full-time and Part-time and Term Employees

ARTICLE 19: SPECIAL LEAVE

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

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, (or alternatively step-father, step-mother), brother, sister, spouse, child, step-child, foster child, **ward of the employee**, father-in-law, mother-in-law, grandparents, grandchild, son-in-law, daughter-in-law, **niece, nephew, aunt, uncle**, and any relative permanently residing in the employee's household or with whom the employee permanently resides, **or for whom the employee has a duty of care.**

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;
(i) the employee shall be granted with an additional period of special leave, for up to two (2) days, to be deducted from special leave credits, for the purposes of travel (outside of the South and North Slave regions of the Northwest Territories) related to the death of the employee's immediate family member.

(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 **or requires care and support** (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~~ **or requires care and support**;
- (c) where special circumstances not directly attributable to the employee prevent his reporting to duty, including, but not limited to:
 - (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~~ **whether or not** 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 ~~niece or nephew~~;
- (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 defense training
 - (iv) attends training related to volunteer ambulance, paramedical/first responder, firefighter duties;
 - (v) 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 **Requests for 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~~ shall not be unreasonably denied.**
- 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)~~ **7.5 hours or one (1) shift of a modified work week**, 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:
- (q) 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
 - (r) 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 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

a) on account of illness on a normal work day (exclusive of designated holidays)

b) for elective medical and/or dental treatment (exclusive of designated paid holidays) including travel days necessary for out-of-community care, and for pre-operative care and post-operative care

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 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.

~~1.03 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.~~

- 20.09 **Unless otherwise informed by the Employer an employee must make a statement stating that because of his/her illness or injury he/she was unable to perform his/her duties.**
- 20.10 **The Employer shall only require a variation beyond the basic requirement described in 20.03, in the form of a medical certificate from a medical or nurse practitioner, where there is a demonstrated and reasonable basis for doing so.**
- 20.11 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

- 21.02 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

C. Weekly Rate of Pay

~~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.~~

- (i) **Where an employee is subject to a waiting period before receiving Employment Insurance maternity benefits, ninety-three per cent (93%) of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period.**
- (ii) **Where an employee has received the full fifteen (15) weeks of maternity benefit under Employment Insurance and thereafter remains on maternity leave without pay, she is eligible to receive a further maternity allowance for a period of one (1) week, ninety-three per cent (93%) of her weekly rate of pay for each week, less any other monies earned during this period.**

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.

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~~ **qualified medical professional (including a nurse practitioner or a midwife)** that her working condition may be detrimental to her health or that of the fetus, the Employer will either change those working conditions **to the point of undue hardship** ~~where that is reasonable within operational requirements~~ or allow the employee to take leave of absence without pay for the duration of her pregnancy.

21.05 Parental Leave Without Pay

D. Parental Leave With 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.~~

(g) Parental Allowance payments will consist of the following:

- (i) where an employee is subject to a waiting period before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his or her weekly rate of pay for each week of the waiting period;
- (ii) for each week the employee receives parental benefits under the *Employment Insurance Act*, he or she is eligible to receive the difference between ninety-three per cent (93%) of his or her weekly rate and the parental Employment Insurance benefit.
- (iii) where an employee has received the full thirty-five (35) weeks of parental benefit under Employment Insurance and thereafter remains on parental leave without pay, she is

eligible to receive a further parental allowance for a period of one (1) week, ninety-three per cent (93%) of the weekly rate of pay for each week, less any monies earned during this period, unless said employee has already received the one (1) week of allowance contained in 21.03 (c)(ii) for the same child.

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.

NEW

21.07 Mental Wellness Days

Employees shall be entitled to three (3) mental health and wellness days per year to be taken at the discretion of the employee.

ARTICLE 24: OVERTIME

RESERVE

24.04 ~~Subject to operational requirements,~~ The Employer shall make every reasonable effort:

(c) to offer ~~overtime~~ **additional opportunities for** work on an equitable basis among readily available qualified employees who are normally required in their regular duties to perform that work, in the following order:

- i. Full-time employees;
- ii. Part-time employees;
- iii. Casual employees.

(d) to give employees who are required to work overtime reasonable advance notice of this requirement.

20.10 When overtime is taken in the form of paid leave, the following provisions shall apply:

- a) no more than ~~eighty (80)~~ **one hundred and twenty (120)** 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)~~ **one hundred and twenty (120)** 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,~~ **on March 31 of each year** 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.

ARTICLE 28: SHIFT PREMIUM

RESERVE

ARTICLE 30: STANDBY

RESERVE

ARTICLE 33: LAYOFF AND JOB SECURITY

RESERVE

ARTICLE 35; EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

RESERVE

ARTICLE 41: EMPLOYEE ASSISTANCE PROGRAM

41.01 The Employer shall continue to provide all employees with access to an Employee Assistance Program.

41.02 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~~ **addressing** 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.
- (f)

ARTICLE 42: ULTIMATE REMOVAL ASSISTANCE

RESERVE

ARTICLE 43: MOVING EXPENSES ON INITIAL APPOINTMENT

43.03 (b)

(iii) in Hay River while awaiting furniture or accommodation for up to twenty-one (21) days ~~if dependents accompany the employee or up to ten (10) days if dependents are not with the employee~~

ARTICLE 44: DUTY TRAVEL

44.12 (d)

- (a) 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	Less	Cost of personal use Insurance coverage
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<p>\$ _____ (Basic age group - good record) Equals - Reimbursement to a maximum of \$125.00 \$300</p>		<p>\$ _____ (Basic age group - good record)</p>
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ARTICLE 45: EMPLOYEE MEDICAL TRAVEL

45.01 Where an employee or an employee’s dependent is required to travel from Hay River to secure medical **and/or dental** 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 (35) 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.

ARTICLE 46: SHORT-TERM LEAVE FOR TRAINING PURPOSES

46.05 Educational Courses

- 1) Upon request, **employees with designations requiring licensing, registration or certification and/or continuing competency credits**, ~~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.~~

ARTICLE 48: DISCIPLINE

- 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)~~ **twelve (12)** months have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.

ARTICLE 50: PENSION PLAN AND BENEFITS

RESERVE

- ~~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.~~

NEW

50.07 The Employer agrees to amend the existing Extended Health Care Plan to include psychological counseling, or sessions with a registered or certified mental health professionals to a maximum of \$2,500 per year.

ARTICLE 53: APPRENTICES

RESERVE

ARTICLE 65: DURATION AND RENEWAL

RESERVE

NEW

ARTICLE XX -- LEAVE WITHOUT PAY FOR COMPASSIONATE CARE

XX:01 Leave without pay for compassionate care shall be granted to a maximum of eight (8) weeks to an employee to provide care or support to a gravely ill family member at risk of dying within 26 weeks.

XX:02 For the purpose of this Article, family member means:

- (i) a spouse of the employee,
- (ii) a child of the employee or a child of the employee's spouse,
- (iii) a parent of the employee or a spouse of the parent, and
- (iv) any other person who is a member of a class of persons prescribed in subsection 23.1(1) of the *Employment Insurance Act (Canada)*;

XX:03 Care or support to a family member means:

- (i) providing psychological or emotional support;

- (ii) **arranging for care by a third party; or**
- (iii) **directly providing or participating in the care.**

- XX:04 **Compassionate care leave may be taken over one or more periods. Each period of compassionate care leave must be at least one (1) week.**
- XX:05 **If one or more family members who are employees apply for compassionate care, Deputy Heads will review operational requirements.**
- XX:06 **When requesting compassionate care, an employee must provide a medical certificate indicating the ill family member needs care or support and is at risk of dying within 26 weeks.**
- XX:07 **If the family member dies while an employee is on leave without pay for compassionate care, the leave without pay for compassionate care ceases. The employee must contact their supervisor and may request special leave.**

Compassionate Care Leave Allowance

- XX:08 **Where an employee is subject to a waiting period before receiving compassionate care leave benefits under the *Employment Insurance Act*, the Employer shall pay to the employee a Compassionate Care Leave Allowance of ninety-three per cent (93%) of his or her weekly rate of pay for each week of the waiting period.**
- XX:09 **For each week the employee receives compassionate care leave benefits under the *Employment Insurance Act*, he or she is eligible to receive the difference between ninety-three per cent (93%) of his or her weekly rate of pay and the Employment Insurance benefit.**

NEW

ARTICLE XX – UNIFORMS AND PROTECTIVE CLOTHING ALLOWANCE

- XX:01 **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.**

XX:02 **Employees who are required to provide services outside HRHSSA facilities shall be provided an additional allowance of forty dollars (\$40.00) per month for seasonally appropriate clothing.**

XX:03 Safety footwear shall be provided to all employees required to wear such footwear, when necessary, but not more frequently than once per year.

**LETTER OF UNDERSTANDING RE; ABSENT WITHOUT LEAVE POLICY
RESERVE**

**LETTER OF UNDERSTANDING
RE: FLOAT POSITIONS**

BETWEEN

THE HAY RIVER HEALTH AND SOCIAL SERVICES AUTHORITY

- and -

PUBLIC SERVICE ALLIANCE OF CANADA

AMEND

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 the following float positions will only be established through newly created positions or as positions become vacant:

- Three (3) Registered Nurse Positions
- Three (3) Licensed Practical Nurse Positions
- Two (2) Personal Outcome Support Workers Positions
- Two (2) Long Term Care Aide Positions
- One (1) Resident Care Aide (covering both Supportive Living and Long Term Care)

| 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)~~ **forty-eight (48)** 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) **An employee with a float position shall have a rest period of thirty-six (36) hours between shift changes**
- (c) Article **27.09** will not be applicable to these positions.

| 5. **All employees with a float position shall be paid a Float Premium of \$2.50 per hour for all hours worked, in addition to the provisions of Article 28 – Shift Premium..** 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

RE: GRADUATE NURSE REPLACEMENT PROGRAM

BETWEEN

THE HAY RIVER HEALTH AND SOCIAL SERVICES AUTHORITY

(The “Employer” and

PUBLIC SERVICE ALLIANCE OF CANADA

(The “Union”)

AMEND

WHEREAS the Union and the Employer support all efforts to attract and retain Northern nurse graduates to positions within the Hay River Health and Social Services Authority,

AND WHEREAS the Government of the Northwest Territories (HRHSSA) administers the Graduate Nurse Placement Program to maximize Northern Employment,

AND WHEREAS Supernumerary is, along with a professional development plan and the support of the ~~Nurse Educator-Mentor~~, **RN, Client Services**, an aspect of support provided to the successful development of a new graduate to experienced nurse. This is not limited to, but includes that the graduate level nurse is an addition to the full complement of staffing requirements in accordance with the identified acuity levels on the scheduled shift. This provides opportunity for the Graduate Nurse to attend educational sessions, attend to their identified development needs, and to collaborate with their supervisor and team to obtain the experience required for the position.

NOW AND THEREFORE, the parties agree, without prejudice or precedent, to participate in the HRHSSA Graduate Nurse Placement Program subject to the following terms:

1. Waiver of the requirement to post term positions under Article 49 to facilitate the hiring of up to three (3) RN Graduates to term positions for a period of one (1) year;
2. Graduates shall serve a probation period of nine hundred and seventy-five (975) hours worked;
3. Graduates will be employed in targeted positions of the Employer such as RN Acute/Ambulatory Care, RN Home Care, RN Public Health and appointed at Step 1 of the salary range of the target position;
4. Performance evaluations on each graduate will be completed at 3, 6, 9 and 12 months from the commencement of the Graduate's employment;
5. Graduates will remain supernumerary until a minimum of three (3) month performance evaluation is completed by their Manager and/or ~~Nurse Educator Mentor (NEM)~~; **RN, Client Services.**
6. Graduates will work the regular hours and shift schedules of the position that they are hired into. Where RN's in the same position as the Graduates work modified shifts under Article 23, the Graduates will work modified shifts. The intention is that the Graduates would work the same regular hours, and the same shift schedule as RN's in the same position;
7. Graduates will not be eligible for overtime during the period of their supernumerary term employment;
8. Graduates will be eligible to apply to posted vacancies during the term employment and will be treated as internal candidates to the competition process;
9. Except as provided in this Memorandum, Graduates shall receive all the benefits that term employees would receive under the Collective Agreement between the Employer and the Union. In the event of a conflict between this Memorandum and the Collective Agreement, this Memorandum shall govern.

LETTER OF UNDERSTANDING

RE: JOINT ACCOMMODATION/RETURN TO WORK PROTOCOL TRAINING

BETWEEN

THE HAY RIVER HEALTH AND SOCIAL SERVICES AUTHORITY

-AND-

PUBLIC SERVICE ALLIANCE OF CANADA

RENEW

It is agreed that the Employer and the Union will, during the life of this Collective Agreement, arrange for joint training on the issue of Accommodation and Return to Work Protocol to be provided to both parties.

All cost for the trainer(s) will be split equally between the Employer and the Union.

The training will be provided to both parties at the same time. The trainer(s) will be agreed to by both parties.

Employees in attendance of the training shall suffer no loss of regular earnings. Employees who attend the training outside of their regular working hours shall be deemed to have volunteered their time and shall not be compensated for attending the training.

LETTER OF UNDERSTANDING

**RE: OCCUPATIONAL SAFETY AND HEALTH HEALTH AND SAFETY
COMMITTEE**

BETWEEN

THE HAY RIVER HEALTH AND SOCIAL SERVICES AUTHORITY

-and-

PUBLIC SERVICE ALLIANCE OF CANADA

RESERVE

Both the Employer and the Union understand the importance of maintaining a proper safe working environment for all employees. Following the date of ratification, both parties agree that the following information will be presented to the Occupational Safety and Health Committee (“Committee”) as soon as reasonably possible:

Assessing the overall needs, use, supply and contents relating to survival kits made available to employees by the Employer for the purposes of travelling in Employer vehicles; and

Assessing the use of personal clothing worn by Home Care employees, with respect to general health and safety concerns surrounding employee ~~with~~ **winter** clothing.

Following the presentation of the above items to the Committee, the responsibility surrounding the implementation of any measures arising from the issues will remain the sole responsibility of the Committee.

LETTER OF UNDERSTANDING
RE: TRANSFER OF LEAVE CREDITS

BETWEEN

THE HAY RIVER HEALTH AND SOCIAL SERVICES AUTHORITY

- and -

PUBLIC SERVICE ALLIANCE OF CANADA

RESERVE

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

RE: APPRENTICES

BETWEEN

THE HAY RIVER HEALTH AND SOCIAL SERVICES AUTHORITY

- and -

PUBLIC SERVICE ALLIANCE OF CANADA

RE: APPRENTICES

RESERVE

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.

MEMORANDUM OF AGREEMENT

BETWEEN:

THE UNION OF NORTHERN WORKERS
(the "Union")

And

THE HAY RIVER HEALTH AND SOCIAL SERVICES AUTHORITY
(the "Employer")

RESERVE

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:

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 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. Compensatory leave must be taken at a time mutually agreeable to both the Midwife and the Employer.
4. 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 12.5 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.

5. It is agreed that all banked compensatory leave hours shall be used before any annual leave is used.

6. Midwives placed on standby shall be entitled to standby payment of one hour's pay at the employee's 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 Memorandum.

7. Except as provided in this Memorandum, 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 Memorandum and the Collective Agreement, this Memorandum shall govern.

8. This Memorandum shall remain in effect for the duration of the current Collective Agreement, until a new Collective Agreement becomes effective. At such time, the parties may wish to review or renegotiate this Memorandum.

MEMORANDUM OF UNDERSTANDING
BETWEEN
HAY RIVER HEALTH AND SOCIAL SERVICES AGENCY
AND
THE UNION OF NORTHERN WORKERS

Mental Health in the Workplace

This Memorandum of Understanding is to give effect to the understanding reached between the Employer and the Union regarding issues of mental health in the workplace.

The Hay River Health and Social Services Agency and the Union of Northern Workers recognize the importance of ensuring a workplace culture which promotes and improves the psychological health and safety of all employees in the workplace. The Union and the HRHSSA have a common interest in promoting and enhancing a working relationship consistent with the principles of mutual respect, confidentiality and co-operation.

A task force, comprised of the HRHSSA/Union Occupational Health and Safety Advisory Committee acting as a Technical Committee, and a Steering Committee, consisting of senior leadership of both parties, is established with a long-term focus on and commitment to improving psychological health in the workplace. It will focus on the successful implementation of measures to improve mental health in the workplace and ensure that psychological health and safety forms part of the organizational decision-making process in the workplace.

Accordingly, the parties agree to establish a Steering Committee within ninety (90) days of the ratification of this Collective Agreement. The Steering Committee is to establish the terms of reference for the Technical Committee with respect to mental health in the workplace within thirty (30) days of such meeting. These dates may be extended by mutual agreement of the Steering Committee members. The terms of reference may be amended from time to time by mutual consent of the Steering Committee members.

The Technical Committee will provide a preliminary report of recommendations to the Steering Committee within four months of receiving its terms of reference from the Steering Committee. The Steering Committee members may, by mutual agreement, extend this period.

The responsibilities of the Technical Committee shall include, but may not be limited to:

- Identifying ways of reducing and eliminating the stigma in the workplace that is too frequently associated with mental health issues;
- Identifying ways to better communicate the issues of mental health challenges in the workplace and tools such as existing policies, legislation and directives available to support employees facing these challenges;
- Considering the unique challenges that impact mental health in the Northwest Territories, including a vast geographic area, small remote communities, diverse cultures, and the impact of the Residential School experience on survivors, their families and communities;
- Reviewing practices from other jurisdictions and employers that might be instructive for the HRHSSA;
- Reviewing the National Standard of Canada for Psychological Health and Safety in the Workplace (the Standard) and identify how implementation shall best be achieved within the HRHSSA, recognizing that not all workplaces are the same
- Ensuring the participation of Health and Safety committees and representatives, including the communication of, and training on, the goals of the National Standard;
- Outlining any possible challenges and barriers that may impact the successful implementation of a psychological health and safety management system; and
- Outlining areas where the objectives reflected in the Standard, or in the work of other organizations, represent a gap with existing approaches within the HRHSSA. Once identified, ongoing evaluation of actions to ensure those gaps are addressed. The National Standard for Psychological Health and Safety in the Workplace should be considered a minimum standard that the Employer's occupational health and safety program may exceed.

The Steering Committees will be comprised of an equal number of Employer and Union representatives. The Steering Committee is responsible for determining the number and the identity of their respective Technical Committee representatives.

APPENDIX 1 – HOURLY RATES OF PAY

RESERVE

APPENDIX 2 – OCCUPATIONAL GROUPS

RENEW

APPENDIX 3 – MANDATORY LEAVE DAYS

RENEW

NEW

APPENDIX 4 – TERM EMPLOYEES

- A4.01** The Employer shall hire term employees for a period not to exceed twenty-four (24) months of continuous employment in any particular department.
- A4.02** Term Employees shall be entitled to all the provisions of this Collective Agreement. Terms of six months or less are not eligible to contribute to the Public Service Pension Plan (Superannuation), the Public Service Health Care Plan and to disability insurance.
- A4 03** Where vacation leave or the use of lieu time has been denied due to operational requirements, Term Employees will be allowed to use any unused vacation leave and lieu time to extend their employment.
- A4.04** Term Employees shall be entitled to Maternity, Parental Leave and Compassionate Care Leave allowances provided the Employee's current term of employment provides sufficient

time to completely fulfill the return of service commitment required after the return from maternity or parental leave.

A4.05 The Employer agrees not to use term employees to fill a position permanently vacated by an indeterminate employee.

A4.06 After twenty-four (24) months of continuous employment, a term employee shall be directly appointed to their current position as an indeterminate employee pursuant to the provisions of the *Public Service Act*.

Union Proposals
June 7, 2017
3:45 PM

NEW

33.01 **When the Employer is contemplating a reduction in the workforce, it shall inform the Union at least six (6) months before any layoff notices are issued.**

33.02 **Within thirty (30) days of such notice, the Employer and the Union shall meet to consult meaningfully on alternatives to workforce reduction in order to preserve public services and minimize adverse effects on employees.**

Attrition

33.03 **If a reduction in the workforce cannot be avoided, the Employer agrees to first make every reasonable effort to reduce the workforce through attrition.**

Early Retirement Opportunities

33.04 **If after such attrition there is still a need to reduce the workforce, the Employer shall offer early retirement opportunities to employees within a classification, as defined in Appendix 2.**

33.05 **If pension penalties are assessed in the case of early retirement, the Employer shall be responsible for any such penalties on behalf of employees.**

Voluntary Separation Opportunities

33.06 **If after such early retirement opportunities there is still a need to reduce the workforce, the Employer shall offer voluntary separation opportunities to employees within the classification, as defined in Appendix 2.**

Seniority

33.06 **If under Article 33.04 or Article 33.06 there are more volunteers in a classification as defined in Appendix 2 than are required, volunteers shall be selected in order of seniority.**

Layoffs

33.07 **If after offering voluntary severance opportunities it is still necessary to reduce the workforce, layoffs shall be in reverse order of seniority within an employee's classification, as defined in Appendix 2, in the following order:**

- (a) Students**
- (b) Casual employees**
- (c) Term employees**
- (d) Part-time indeterminate employees**
- (e) Full-time indeterminate employees**

33.08 In the event of layoff, the employee **with the least seniority** 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 **in writing and** delivered personally **three (3) calendar months before notice of the effective date of his layoff, or pay in lieu thereof.**

~~33.01 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)~~

33.09 **Every employee subject to layoff shall, during his the 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 required for the employee to travel to and from the place where his presence is so required.**

33.10 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 **33.12**, or who are appointed to another position within the occupational group where the employee's position is listed under ~~33.07~~ **33.13**. 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.

33.11 An employee who has received notice of layoff may choose within **fourteen (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~~. **33.12 and 33.13**. ~~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.~~

33.12 An employee who has received notice of layoff may, within **fourteen (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.

33.13 When notice of layoff is delivered, or during the period of notice under ~~33.05(a)~~ **33.08**, 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 qualifications to 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.

- 33.14 The employee shall have **fourteen (14)** days to accept an appointment under ~~33.07~~ **33.13** (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 **fifteen (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
- 33.15 When an employee displaces another employee under ~~33.06~~ **33.12** (1) or (2) or accepts an appointment under ~~33.07~~ **33.13** (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.
- 33.16 When an employee displaces another employee under ~~33.06~~ **33.12** (1) and (2) or accepts an appointment under ~~33.07~~ **33.13** (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.
- 33.17
- 1) For a period of **one (1)** year from the date that the employee chooses to displace another employee under ~~33.06~~ **33.12** (1) or (2) or accepts an appointment under ~~33.07~~ **33.13** (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 **fourteen (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~~ **33.16** and will no longer be considered for any future vacancies under (1).
- 33.18 Notice of displacement under ~~33.06~~ **33.12** and notice of appointment under ~~33.07 and 33.11~~ **33.13 and 33.17** shall be delivered to an employee personally.

33.19 An employee who was displaced under ~~33.06~~ **33.12** (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~~ **33.12** (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 **fifteenth** (15th) day following the receipt of the notice of displacement.

33.20 An employee who is displaced under ~~33.13~~ **33.19** shall be laid off, and shall be given pay in lieu of notice of layoff under ~~33.05(a)~~ **33.08**.

33.21 Article ~~50~~ 55 shall not apply to positions filled by recall under ~~33.13~~ **33.19** and by appointment under ~~33.07~~ or ~~33.14~~ **33.13** or **33.17**.

33.22 When an employee displaces under ~~33.06~~ **33.12** (1) or (2) another employee who is on leave, the displaced employee's rights under ~~33.13~~ **33.19** shall not begin until the employee returns from leave.

33.23 When an employee displaces under ~~33.13~~ **33.19** another employee who is on leave, the displaced employee's entitlement to pay in lieu of notice under ~~33.05(a)~~ **33.08** shall not arise until the employee returns from leave.

Recall

- 33.24 **Employees who are laid off shall be placed on a recall list for a period of two (2) years.** ~~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.~~
- 33.25 **No new employees shall be hired while any employees are on a recall list.**
- 33.26 **An employee on layoff must keep the Employer notified of the employee's current address and telephone number.**
- 33.27 Employees shall be recalled, in ~~reverse~~ order of seniority to the position **from which** they were laid off ~~from~~. The Employer shall give notice of recall personally or by registered mail **to the last known address of the employee**. Notice of recall is deemed to be received when served, or after ~~5 days~~ **seven (7) days** from the date of mailing to the employee's last known address, whichever is sooner.
- 33.28 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.
- 33.29 Severance pay under 55.01 shall be paid to an employee at the end of the notice period under ~~33.05(a)~~ **33,08** or, if the employee is paid in lieu of notice, at the time of payment in lieu of notice.

Union Proposals
June 7, 2017
3:45 PM

ARTICLE 28: DISCIPLINE

NEW
48.05

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

MEMORANDUM OF AGREEMENT

BETWEEN

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

And

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

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:

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 ~~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~~ **hours** in a 28 day period, he/she shall be entitled to compensatory time off with pay **at the appropriate OT rate** for each extra hour worked. A Midwife shall be provided compensatory leave at the **appropriate OT** rate ~~of time and one half~~ for all hours worked greater than 150 hours over a 28-day period.
3. **If taken as time off** Compensatory leave must be taken at a time mutually agreeable to both the Midwife and the Employer.
4. No Midwife shall be permitted to bank more than ~~fifteen (15) days (one hundred and twelve and one half hours)~~ **16 days (one hundred and twenty hours)** of **banked** compensatory leave. As banked compensatory leave hours are depleted, they may continue to be earned to a maximum of ~~112.5~~ **120** hours. Banked compensatory leave hours in excess of ~~112.5~~ **120** hours shall be paid out at the Midwife's current rate of pay. At the end of the fiscal year, **a maximum of 80 (eighty) hours compensatory banked time can be carried forward to the next fiscal year . a** All remaining compensatory leave hours **in excess of this** shall be paid out ~~and no compensatory leave hours shall be carried forward from one fiscal year to the next.~~

5. It is agreed that all banked compensatory leave hours shall be used before any annual leave is used. An employee may request the payout of their banked hours at any time.
6. Midwives placed on standby as per Article 30 shall be entitled to standby payment of one hour's pay at the employees base salary for each ~~seven and one half~~ eight (7.5 8) ~~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~~ eight (7.5 8) 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 Memorandum.
7. Except as provided in this Memorandum, 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 Memorandum and the Collective Agreement, this Memorandum shall govern.
8. This Memorandum shall remain in effect for the duration of the current Collective Agreement, until a new Collective Agreement becomes effective. At such time, the parties may wish to review or renegotiate this Memorandum.

MEMORANDUM OF AGREEMENT

RE: Employee Performance Review and Employee Files

BETWEEN

**THE UNION OF NORTHERN WORKERS
(the “Union”)**

And

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

Whereas the Government of the Northwest Territories has announced the intention to amalgamate the Hay River Health and Social Services Authority with the Northwest Territories Health and Social Service Authority;

And whereas the Government of the Northwest Territories has implemented the e-performance system for Employee Performance Reviews;

The parties agree that should the Employer decide to introduce an e-performance system during the life of the current collective agreement, they will meet at least sixty (60) days prior to the planned implementation of such a system to negotiate the required changes to Article 35.

Union Proposals
June 7, 2017
1 PM

Ten Principles for Workforce Reduction

1. The Employer will inform the Union at least six (6) months before any workforce reduction notices are issued that it is contemplating a reduction of the workforce
2. Within thirty (30) days of such notice, the Employer and the Union shall meet to consult meaningfully on alternatives to workforce reduction, and the Employer shall make every reasonable effort to minimize adverse effects on employees.
3. When the Employer identifies a need to reduce the workforce, consistent with the Collective Agreement, it shall first make every reasonable effort to reduce the workforce through attrition. In the event that waivers are denied solely because there are penalties that are preventing employees from accessing early retirement, the Employer will pay the penalties.
4. If after such attrition there is still a need to reduce the workforce, the Employer shall offer voluntary separation opportunities and early retirement opportunities to employees within the classification, first in the employee's department, and then in the employee's headquarters area (community).
5. Such voluntary separation shall be consistent with
 - (a) the provisions of Article 32 of the Collective Agreement, or
 - (b) the provisions of Article 39.02 of the Collective Agreement, in which case, the Employer shall pay the cost of any penalties that would otherwise prevent a waiver.
6. If there are more volunteers in a classification than are required, volunteers shall be selected in order of seniority.
7. No full-time indeterminate employee shall be laid off while there are students, casual, term, part-time indeterminate, and relief employees still working.

8. If after offering voluntary severance opportunities it is still necessary to reduce staff, layoffs shall be in reverse order of seniority within an employee's classification/department/headquarters area.
9. Employees who are laid off shall be placed on a recall list for a period of 18 months. Employees shall be recalled in order of seniority.
10. No new employees shall be hired while any employees are on a recall list.

Union Proposals
June 8, 2017

ARTICLE 11: APPOINTMENT OF REPRESENTATIVE

11.04 Any notice to the Union is effectively given if sent to the ~~PSAC Regional Executive Vice President~~ **Union of Northern Workers** Any notice to the Employer is effectively given if sent to the Chief Executive Officer.

WITHOUT PREJUDICE

Union Proposals
June 8, 2017

ARTICLE 11: APPOINTMENT OF REPRESENTATIVE

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LETTER OF UNDERSTANDING RE ABSENT WITHOUT LEAVE POLICY

DELETE

ARTICLE 44: DUTY TRAVEL

NEW

44.16 **All Employer-owned vehicles used by employees for travel outside of Hay River shall be equipped with survival kits.**

LETTER OF UNDERSTARNDING 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.

If amalgamation with the Government of the Northwest Territories occurs during the life of this Collective Agreement, the Hay River Health and Social Services Authority shall negotiate with the Government of the Northwest Territories the transfer of all leave credits accumulated by HRHSSA employees.