

PSAC-UNW Package Proposal to HRHSSA

This proposal includes the Union's attached comprehensive economic package and is subject to errors and omissions

ARTICLE 2 – INTERPRETATION 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)~~ **thirty-six (36)** months; (*Agreement on ER counter on February 8, 2018*)

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.~~

Renumber

8.01 When the Employer desires to prohibit an employee's engagement in business or employment outside his regularly scheduled hours of duty, in accordance with Article 8.02, 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 the public. The Employer shall:**
- i) Provide non-violent crisis intervention training, where it is a requirement of the position;**
 - 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; and**
 - iii) Make available critical incident stress debriefing, and/or post-traumatic counselling to employees who have experienced a critical incident in the workplace, within 24-72 hours of that incident.**
 - iv) A critical incident is defined as an unexpected traumatic event, involving a personal or professional treat, which causes extreme stress, fear or injury.**
 - v) The parties agree that the Occupational Safety and Health Committee shall identify which positions require non-violent crisis intervention training in 10.06 i) above.**
- 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.~~

ARTICLE 14: INFORMATION

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

Union withdraws 19.02 (1)

19.02 (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) *withdrawn*
- d) in the event of the death of the employee's brother-in-law or sister-in-law ~~niece or nephew~~;

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.**

19.06 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, **(including lab, x-ray, rehabilitation and counselling appointments)**
- (b) for other purposes of a special or unusual nature

ARTICLE 20 – SICK LEAVE

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.

20.10 Sick Leave 20.09-20.10 – replace current 20.09, new 20.10 and renumber

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 20.09, in the form of a medical certificate from a qualified medical or nurse practitioner:**

- (a) **for sick leave in excess of five (5) consecutively scheduled shifts**
- (b) **where there is a demonstrated and reasonable basis for doing so.**

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

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.

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.

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

(i) In respect of the period of maternity leave, maternity leave allowance payments will consist of: for the first ~~two (2)~~ **one (1)** 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.

(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, equivalent to 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)~~(4)~~**(i) and (ii)** 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)~~(4)~~**(i) and (ii)** 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)~~ **sixty-three (63)** consecutive weeks. The leave shall be taken during the ~~fifty-two (52)~~ **seventy-eight (78)** week period immediately following the day the child is born or, in the case of adoption, within the ~~fifty-two (52)~~ **seventy-eight (78)** 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~~ **one (1)** weeks and for an additional 15 weeks, payments 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. **Where an employee has received the full fifteen (15) weeks of parental benefit under Employment Insurance and thereafter remains on parental leave without pay, the employee is eligible to receive a further parental allowance for a period of one (1) week, equivalent to ninety-three per cent (93%) of the employee's weekly rate of pay for each week, less any other monies earned during this period.**
- 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 **ninety-three per cent (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)~~ **seventy-eight (78)** 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)~~ **seventy-eight (78)** 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)~~ **seventy-eight (78)** 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

- 21.07 *Withdrawn conditional on the Employer agreeing with the Union's proposal in 20.09 and 20.10 a) and b)*

ARTICLE 24: OVERTIME

AMEND

- 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) **An Employee who would be in receipt of overtime hours shall not be called for additional work, unless there is no other Employee available to work.**

(e) **If there is less than two (2) hours to fill a shift vacancy, and an employee does not answer their telephone on the initial call, the staff person making the call may continue down the call list.**

24.05 The Employer shall make every reasonable effort to give employees who are required to work overtime reasonable advance notice of this requirement.

Consequential renumbering as required

24.10 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 33: LAYOFF AND JOB SECURITY

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.

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 *(Agreed and signed June 8/17)*
- (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

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 \$_____ (Basic age group - good record) Equals - Reimbursement to a maximum of \$125.00# \$300	Less	Cost of personal use Insurance coverage \$_____ (Basic age group - good record)
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44.16 **The Employer shall make survival kits available to employees when using employer-owned vehicles for work outside the community. Employees shall request survival kits prior to their departure from the community.** *(Agreed to Employer counter-proposal of February 7, 2018.*

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.

45.01 (d) (ER) *The Union is not interested in this proposal.*

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 50: PENSION PLAN AND BENEFITS

The parties have agreed to move 50.07 and 50.08 to a new article.

(NEW)

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

ARTICLE 53: APPRENTICES

The Union withdraws its reserve.

ARTICLE 65: DURATION AND RENEWAL

LETTER OF UNDERSTANDING

RE: FLOAT POSITIONS

ARTICLE XX -- LEAVE WITHOUT PAY FOR COMPASSIONATE CARE

AMEND

XX:01 Leave without pay for compassionate care shall be granted to a maximum of twenty-six (26) weeks to an employee to provide care or support to a gravely ill family member at significant 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 The aggregate Compassionate Care Leave taken by employees of the Employer, in respect of the care and support of the same family member, must not exceed twenty-six (26) weeks.

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 twenty-six (26) weeks. An employee who must begin the leave before providing written notice to the Employer, is required to provide the written notice as soon as possible after commencing the leave.

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. *(formerly 50.07)*

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. *(formerly 50.08)*

LETTER OF UNDERSTANDING RE FLOAT POSITIONS

BETWEEN

THE HAY RIVER HEALTH AND SOCIAL SERVICES AUTHORITY

- and -

PUBLIC SERVICE ALLIANCE OF CANADA

*For clarity, the Union is agreeing to the Employer's proposal to add One Health Care Aide to the list of float positions **conditional** on the Employer agreeing to the Union's proposals in point #4 a), b), c) and in point #5.*

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

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

Amended and renewed

LETTER OF UNDERSTANDING RE ACCOMMODATION/RETURN TO WORK PROTOCOL

Amended and renewed

**LETTER OF UNDERSTANDING RE OCCUPATIONAL HEALTH AND SAFETY
COMMITTEE**

Amended and renewed but not signed off

LETTER OF UNDERSTANDING RE APPRENTICES

Renewed

**LETTER OF UNDERSTANDING
RE: TRANSFER OF LEAVE CREDITS**

BETWEEN

THE HAY RIVER HEALTH AND SOCIAL SERVICES AUTHORITY

- and -

PUBLIC SERVICE ALLIANCE OF CANADA

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.

LETTER 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 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.

**LETTER OF UNDERSTANDING RE EMERGENCY MEDICAL SERVICES
EMPLOYEES** *(ER proposal)*

The Union is not interested in this proposal, which would result in further casualization of the workforce.

LETTER OF UNDERSTANDING RE ABSENT WITHOUT LEAVE POLICY

Agreed to delete

LETTER OF UNDERSTANDING
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.

Agreed

