

HAY RIVER HEALTH AND SOCIAL SERVICES AUTHORITY (HRHSSA)

and

PUBLIC SERVICE ALLIANCE OF CANADA

EMPLOYER PROPOSALS FOR RENEWAL OF COLLECTIVE AGREEMENT

July 30, 2018

The Employer Bargaining Committee has the authority to negotiate a collective agreement. The Employer proposes the following changes to the Collective Agreement, in addition to those already agreed to between the Employer and the Union.

**Given that bargaining has continued over a significant period of time, the employer has organized this proposal under item numbers (1-18), to allow the employer to clearly address outstanding items. Items 1-18 represent items where the employer has a proposal, counter proposal or where there is agreement.**

**Further, in an effort to work toward an agreement, the Employer is not advancing this entire proposal as a package. Instead, the Employer has grouped certain proposals together under the numbered items. Where proposals are grouped under a numbered item, they are to be read as a package proposal, and the proposals addressed therein can only be accepted as a group. However, the agreement or rejection of any one numbered item does not impact any other numbered item.**

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

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

1. The employer can agree to the Union's proposals on 2.01 and 44.16, subject to the Union withdrawing its proposals on 24.05, 24.06 and 24.10, and agreeing to the Employers 24.04(b)

**2.01 – amend**

- (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;

**44.16 – new**

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.

**(NEW) 24.02 (b) – new**

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

2. Union Proposal on Article 8: Employer's notes reflect that on June 29, 2017, the Employer accepted the Union's June 28, 2017 proposal to withdraw its proposed deletion of 8.01 and amend 8.02 as follows:

**8.02 – amend**

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 8.03**, such employee will be notified in writing together with the reason for withholding such permission.

3. The Parties have already agreed and signed off on the Union's proposal on 10.01-10.05 (June 29, 2017):

~~Sexual~~ Harassment, **Abuse of Authority and Workplace Violence**

~~10.01~~ The Employer is committed to promoting a work environment which is free from sexual harassment. Every employee has the right to freedom

~~from harassment in the workplace because of sex by his/her Employer or Agent of the Employer or by another employee.~~

~~10.02 Sexual harassment is defined as any conduct, gesture or contact of a sexual nature that:~~

~~1.01 is likely to cause offence or humiliation; or~~

~~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, undermine the employee's ability to perform the job, threaten the economic livelihood of that employee, or in any way interfere with or influence 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 policies and procedures.

**4.** The Employer can agree to the Union's proposal on 10.06 (with minor amendment below), if the Union withdraws its proposal on 10.07.

***10.06 – amend***

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.**

**5. The Employer can agree to the union proposal on 14.01**

***14.01 – amend***

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.

**6. The Employer proposes the following counter-proposal on 20.09 and 20.10, and, if agreement on them is reached, would withdraw its own proposal on these articles**

***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 three ~~(3)~~ (4) consecutively scheduled shifts working days; or**
  - (b) **where there is a demonstrated and reasonable basis for doing so.**

**7. The Employer proposes the following counter proposal on 21.03 – maternity leave**

***21.03 (b) – amend***

In respect of the period of maternity leave, maternity leave allowance payments will consist of: for the first ~~two (2) weeks~~ **week**, payments equivalent to 93% of her weekly rate of pay. For up to a maximum of an additional 15 weeks, payments equivalent to the difference between the employment insurance benefits she is eligible to receive and 93% of her weekly rate of pay. **If the employee does not take parental leave, the employee shall be entitled to a payment equivalent to 93% of the employee's weekly rate of pay for the employee's 17<sup>th</sup> week of parental leave.**

**8. The Employer holds on its proposal on parental leave:**

***21.05 (d) – amend***

(1) In respect of the period of parental leave taken by an employee who has not taken maternity leave, parental leave allowance **shall consist of** payments ~~will be~~ equivalent to 93% of the employee's weekly rate of pay for the first ~~two weeks~~ **week**. ~~and for~~ **For** an additional 15 weeks, payments equivalent to the difference between the employment insurance benefit the employee is eligible to receive and 93% of the employee's weekly rate of pay, **to a maximum employer contribution of 38% of the employee's weekly rate of pay. For the 17<sup>th</sup> week of parental leave, payment equivalent to 93% of the employee's weekly rate of pay.**

(2) In respect of the period of parental leave taken by an employee who has taken maternity leave, parental leave allowance payments will be equivalent to the difference between the employment insurance benefit the employee is eligible to receive and 93% of the employee's weekly rate of pay, **to a maximum employer contribution of 38% of the employee's weekly rate of pay, for 17 weeks. For the 18<sup>th</sup> week of parental leave, the employee shall receive payment equivalent to 93% of the employee's weekly rate of pay.**

**9. The Employer proposes the following counter-proposal on 41.01 – Employee Assistance program:**

***41.01 – new***

**The Employer shall continue to provide all employees with access to an employee assistance program, or an equivalent program.**

**10. The Employer proposes the following counter-proposal on 42.02 – Ultimate Removal Assistance:**

***42.04 (i) – amend***

Only one (1) entitlement will be paid per ~~household~~ **family unit.**

**11. The Employer holds on its proposal on 45.01(d) medical travel:**

***45.01 (d) – new***

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

**12. The Employer proposed a 4-year agreement under Article 65, to expire March 31, 2020.**

**13. Union Proposal on Compassionate Care: The Union made a proposal, to which the employer countered. The Union then came back with a proposal that was a significant departure from its initial position, and which did not arise from discussions at the bargaining table or from new information obtained during negotiations. The employer sees this as backward bargaining, and that the new proposal was not properly advanced.**

**The Employer will not be addressing the Union’s June 28, 2017 proposal. The Employer holds to its counter proposal presented on June 27, 2017:**

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 **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 **members of the family identified in under the Employment Standards Act Compassionate Leave provision;**  
~~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 eight (8) weeks. ~~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. **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 **The employee may not remain on leave after the week in which the family member's death occurs, or in any event, after the twenty-six (26) week period referred to in the medical certificate. ~~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.~~**

**14. The Employer holds its position on adding one Health Care Aide to the LOU on Float Positions.**

**15. The Employer holds its position on the Midwives LOU:**

**LETTER OF UNDERSTANDING  
RE: MIDWIFE POSITIONS**

**BETWEEN:**

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

**And**

**PUBLIC SERVICE ALLIANCE OF CANADA  
(the "Union")**

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

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

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

1. In order to meet operational requirements Midwives may not be able to work the normal work week of five (5) work days followed by two (2) days of rest, and may sometimes be required to work in excess of five (5) consecutive days in one week. Because of this, Midwives are permitted flexibility in scheduling their work week on an irregular basis to meet operational requirements.
2. As a means of compensating these employees for any extra days worked as result of their irregular work schedule, the Employer agrees that where a Midwife works in excess of the normal work days in a 28 day period, he/she shall be entitled to compensatory time off with pay for each extra hour worked. A Midwife shall be provided compensatory leave at the rate of time and one half for all hours worked greater than 150 hours over a 28-day period.
3. **For greater certainty, Midwives shall be exempted from Article 24 (Overtime) of the Collective Agreement between the Employer and the Union.**
4. Compensatory leave must be taken at a time mutually agreeable to both the Midwife and the Employer.
5. No Midwife shall be permitted to bank more than fifteen (15) days [one hundred and twelve and one half (112.5) hours] of compensatory leave. As banked compensatory leave hours are depleted, they may continue to be earned to a maximum of 112.5 hours. Banked compensatory leave hours in excess of 112.5 hours shall be paid out at the Midwife's current rate of pay. At the end of the fiscal year, all remaining compensatory leave hours shall be paid out and no compensatory leave hours shall be carried forward from one fiscal year to the next.
6. It is agreed that all banked compensatory leave hours shall be used before any annual leave is used.
7. Midwives placed on standby shall be entitled to standby payment of one hour's pay at the employees base salary for each seven and one half (7.5) hours consecutive hours or portion thereof that he/she is on standby, except on his/her days of rest and designated paid holidays. For each seven and one half (7.5) consecutive hours or portion thereof that an employee is on standby on a

day of rest or a designated paid holiday, he/she shall be paid one and one-half hours pay at the employee's base salary. Hours worked while on standby shall be considered as employee scheduled hours outlined in Article 2 of this LOU.

8. Except as provided in this LOU, Midwives shall receive all the benefits that indeterminate employees would receive under the Collective Agreement between the Employer and the Union. In the event of a conflict between this LOU and the Collective Agreement, this LOU shall govern.

**16. Employer holds on it position on Emergency Medical Service LOU:**

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

**BETWEEN:**

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

**And**

**PUBLIC SERVICE ALLIANCE OF CANADA  
(the "Union")**

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

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

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

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

AND WHEREAS both the Union and the Employer recognize the value of the work performed by current indeterminate employees providing

certain emergency medical services and the value of rest and leave periods for these employees;

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

1. This LOU shall apply only to the following positions (the “Emergency Services”):
  - a. X-Ray Technician
  - b. Sonographer
  - c. Laboratory Technologist
  - d. Dialysis Nurse
  - e. Midwife
2. In order to meet operational requirements, where the Employer has been unable to recruit qualified indeterminate employees into the Emergency Services positions, and where there are no casual employees available and qualified in Hay River to deliver Emergency Services on a casual basis, the Employer may reimburse the costs of travel and accommodation for casual employees living outside of the Town of Hay River to deliver Emergency Services on a casual basis.
3. The Employer may reimburse the following costs for casual employees living outside of the Town of Hay River to deliver Emergency Services on a casual basis:
  - a. Flight, at the most economical rate, and/or vehicle mileage, at the Treasury Board Travel Regulation rate, to Hay River from the employee’s normal place of residence, at the beginning of the period of casual employment;
  - b. Flight, at the most economical rate, and/or vehicle mileage, at the Treasury Board Travel Regulation rate, from Hay River to the employee’s normal place of residence, at the end of the period of casual employment;
  - c. Hotel accommodations in Hay River during the period of casual employment;
  - d. Appropriate taxi fares to and from airports;
  - e. Insurance, licences and/or designations.
4. The Employer shall confirm the costs that the Employer will reimburse prior to the employee accepting the casual period of employment.

5. The Employer will not provide reimbursement for the following:
  - a. Per diems
  - b. Incidentals, including extra or overweight luggage
  - c. Spousal travel/escorts
6. The Employer shall ensure that a series of casual employees are not hired under this LOU in lieu of creating or filling an indeterminate position.
7. Except as provided in this LOU, the provisions of the Collective Agreement between the Union and the Employer, applying to casual employees, shall apply to casual employees from outside of the Town of Hay River delivering Emergency Services.

**17. The Employer and the Union agreed to the and signed off on June 29, 2017 on the LOU for Employee Performance Reviews and Employee Files. The agreed language is not as stated in the Union proposal of May 24, 2018. The agreed language is as follows:**

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.

**18. The Employer maintains its position on economic increases:**

April 1, 2016 – 0%  
April 1, 2017 – 0%  
April 1, 2018 – 1%  
April 1, 2019 – 1%