

Williams
89-01/01

COLLECTIVE AGREEMENT

SOURCE	Trans. Bd.		
EFF.	90	03	23
TERM.	92	03	31
No. OF EMPLOYEES	75		
NOMBRE D'EMPLOYÉS	75		

BETWEEN:

H. H. WILLIAMS MEMORIAL HOSPITAL
(hereinafter referred to as "the Employer")

AND:

THE PUBLIC SERVICE ALLIANCE OF CANADA
(hereinafter referred to as "the Union")



1989 - 1992

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Article 1

PURPOSE OF AGREEMENT

- 1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the Employees and the Union, to set forth certain terms and conditions of employment relating to pay, hours of work, Employee benefits, and general working conditions affecting Employees covered by this Agreement and to ensure that all reasonable measures are provided for the safety and occupational health of the Employees.
- 1.02 The parties to this Agreement share a desire to improve the quality, to promote well-being and increase the productivity of the Employees to the end that the public will be well and efficiently served. Accordingly, the parties are determined to establish, within the framework provided by law, an effective working relationship at all levels in which members of the Bargaining Unit are employed.

Article 2

INTERPRETATION AND DEFINITIONS

- 2.01 For the purpose of this Agreement:
- (a) "Agreement" and "Collective Agreement" means this Collective Agreement.
 - (b) "Alliance" means the Public Service Alliance of Canada.
 - (c) "Allowance" means compensation payable to an Employee in addition to the regular remuneration payable for the performance of the duties of his position.
 - (d) "Bargaining Unit" means all Employees of the H. H. Williams Memorial Hospital within the scope of Certificate No. 555-2900, issued by the Canada Labour Relations Board, ~~May~~ 11, 1989, except as otherwise modified by agreement of the Employer and the Union, or by directive of the Canada Labour Relations Board.
 - (e) A "common-law spouse" relationship is said to exist when, for a continuous period of at least one year, an Employee has lived with a person, publicly represented that person to be their spouse, and lives and intends to continue to live with that person as if that person were their spouse.
 - (f) "Compensatory Leave" means the equivalent leave with pay taken in lieu of cash payment.
 - (g)
 - (i) "Continuous Employment" and "Continuous Service" means uninterrupted employment with the Employer; and
 - (ii) with reference to re-appointment of a lay-off his employment in the position held by him at the time he was laid off, and his employment in the position to which he is appointed shall constitute continuous employment, provided his re-appointment occurs within one (1) year of his lay-off;

- (iii) **where** an Employee **other** than a casual ceases to be employed for a reason other than dismissal, resignation, abandonment of position or rejection on probation, and is **re-employed** within **a** period of **one** year, his periods of employment for purposes of calculating entitlement to pension, sick leave, vacation leave and vacation travel benefits shall be **considered** as continuous employment;
- (iv) "Continuous Employment" in respect of **a** casual Employee shall include any period of employment with the Hospital which has not been broken by more than ten (10) working days.
- (h) "Day of Rest" in relation to an Employee **means** a day other than a holiday on which that Employee **is** not ordinarily required to perform the duties of his position other than by reason of his being **on** leave of absence.
- (i) "Demotion" means the appointment of an Employee for reasons of misconduct, incompetence or incapacity, to another position for which the maximum pay for that position is less than that of his former position.
- (j) "Dependant" means a person residing with the Employee who is the Employee's spouse (including common-law), child, step-child, adopted child or foster child **who is** under twenty-one (21) years of age and dependent on him/her for support, or being twenty-one (21) years of age or more and dependant on him/her by reason of mental **or** physical infirmity, or any other relative of the Employee's household who is wholly dependent upon him/her for **support** by reason of mental or physical infirmity.
- (k) "Effects" include the furniture, household goods and equipment and personal effects of Employees and **their** dependents **at** the time of their **move** but does not include all terrain vehicles, automobiles, boats, motorcycles, trailers, snowmobiles, foodstuffs or animals.
- (l) "Employee" shall mean **a** person covered by this Collective Agreement **and** employed by the Employer. At the time of hire the employment status of each Employee will be determined in accordance with the **following**:
 - (1) "Regular Employee" **is** one **who** works on **a** full time or part-time basis on regularly scheduled shifts of a continuing nature:
 - (i) "Full time Employee" is one who is regularly scheduled to work the full specified hours in the "Hours of Work" Article of this Collective Agreement, or equivalent hours when averaged over a shift cycle;
 - (ii) "Part-time Employee" is one who **is** regularly scheduled for less than normal hours specified in the "Hours of Work" Article of this Collective Agreement.
 - (2) "Casual Employee" is one who:
 - (i) is regularly scheduled for **a** period of three (3) calendar months or **less** for **a** specific job; or
 - (ii) relieves for absences the duration of which is three (3) calendar months or less; or

- (iii) works on a call-in basis and **is** not regularly scheduled.
- (3) "Term Employee" is one who is hired on a term basis for a full time or part-time position:
 - (i) for a specific job of more than three (3) calendar months but less than one (1) year;
 - (ii) to replace a full time or part-time Employee who is on approved leave of absence for a period in excess of three (3) calendar months; or
 - (iii) 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 three (3) months.
- (m) "Employer" or "Hospital" means the H.H. Williams Memorial Hospital.
- (n) "Fiscal Year" means the period **of** time from April 1 in one year to March 31 in the following year.
- (o) "Grievance" means a complaint in writing that an Employee, group of Employees, the Union or the Employer submits to be processed through the grievance procedure.
- (p) "Holiday" means the twenty-four (24) hour period commencing at 12:01 **A.M.** of a day designated as a paid holiday in this Agreement.
- (q) "Lay-Off" means an Employee whose employment has been terminated because of lack of work, or because of the discontinuance of a function, and who **is** suitable for continued employment with the Employer.
- (r) "Leave of Absence" means absence from duty with the Employer's permission.
- (s) "Membership Fees" means the fees established pursuant to the By-Laws of the Union as the fees payable by the members of the Bargaining Unit, and shall **not** include any initiation fee, insurance premium, or any other levy.
- (t) "Overtime" means work performed by an Employee, at the request of the Employer, in excess of or outside of the regularly scheduled hours of work. In the case of part-time Employees, overtime means work performed by the Employee in excess **of** full time hours of the classification for his position.
- (u) "Probation" means a period of five hundred and twenty (520) hours worked, from the time an Employee first works at the Hospital.
- (v) "Promotion" means the appointment of an Employee **to a new** position, the maximum rate of pay of which exceeds that of his former position by at least:
 - (i) the minimum increment in the new position; or
 - (ii) four percent (4%) of the maximum rate of pay of the former position where the new position has only one rate of pay.

- (w) "Rates of Pay"
 - (i) "weekly rate of pay" means an Employee's annual salary divided by **52.176**;
 - (ii) "daily rate of pay" means an Employee's weekly rate of pay divided by five **(5)**;
 - (iii) "hourly rate of pay" means an **Employee's** daily rate of pay divided by his regularly scheduled daily hours of work, or where an **Employee** is paid by the hour, the rate of pay established by the Employer.
 - (x) "Certified Nursing Assistant" means a person who is registered pursuant to the Certified Nursing Assistants' Act (Northwest Territories).
 - (y) "Representative" means an Employee who has been elected or appointed as a steward or who represents the Union at meetings with **management** and who is authorized to represent the Union.
 - (z) "Seniority" means length of continuous service with the Employer.
 - (aa) "Transfer" means the appointment of an Employee to another position, that **does** not constitute a promotion or demotion.
 - (bb) "Week" for the purposes of this Agreement shall be deemed **to commence** at 12:01 A.M. on Saturday and terminate at midnight **on** the following Friday.
 - (cc) "Union" means the Public Service Alliance of Canada **as** represented by its agent the Union of Northern Workers.
- 2.02 Except as otherwise provided in this Agreement, expressions used in this Agreement, if defined in the Interpretation Act, but not defined elsewhere in this Agreement have the same meaning as given to them in the Interpretation Act.
- 2.03 Where the masculine gender is used, it shall be considered **to** include the female gender unless any provision of this Agreement otherwise specifies,
- 2.04 "May" shall be regarded as permissive and "Shall" and "Will" as imperative.

Article 3

RECOGNITION AND NO DISCRIMINATION

- 3.01 The Employer recognizes the Union as the exclusive bargaining agent for all Employees in the bargaining unit.
- 3.02 The Employer and the Union agree that **there** shall be no discrimination, interference, restriction, or coercion exercised or **practiced** with respect to any **Employee** by reason of age, sex, race, creed, colour, national origin, political or **religious** affiliation, nor by reason of Union membership or activity.

- 3.03** Article 3.02, as it relates to age, does not affect the operation of any retirement, pension or group employee benefit plans under this Agreement. Article 3.02 does not apply to any Employer action based **on** a bona fide occupational qualification necessary for the normal operation of the Employer's undertaking.
- 3.04** The Employer shall make reasonable efforts to place an Employee in available alternate employment within its employ for an Employee **who** becomes unable to carry out his normal functions as a result of a physical or mental disability arising as a result of his employment with the Employer. The **Union** agrees to waive any posting or seniority provisions in this Agreement to allow an Employee to fill **a** position pursuant to this Article.

Article 4

APPLICATION

- 4.01** The provisions of this Agreement apply to the Union, the Employees in the Bargaining Unit, and the Employer.
- 4.02** Part-time Employees shall **be** entitled to all eligible benefits provided under this Agreement, in the same proportion **as** their average weekly hours of work compare to average weekly hours of work of full time Employees, **except** as limited by eligibility provisions of Group Insurance, Medical, Disability, Dental and Pension Plans, and where otherwise stated.
- 4.03** Notwithstanding Article 4.01, the following provisions of this Agreement do not apply **to** casual Employees:
- (a)** Article 19 - Vacation Leave;
 - (b)** Articles 21.08 and 21.09 - Sick Leave Transportation and Travel Time;
 - (c)** Articles 28.01(a), (b), (c), 28.02 and 28.03 - Shift Work;
 - (d)** Article 34 - Lay-off;
 - (e)** Article 43 - Ultimate Removal Assistance;
 - (f)** Article 44 - Removal Assistance on Initial Appointment;
 - (g)** Article 50 - Pension Plan and Benefits;
 - (h)** Article 55 - Housing Allowance;
 - (i)** Article 56 - Severance Pay;
 - (j)** Article 59 - Professional Registration Fees.

Article 5

FUTURE LEGISLATION AND CONFLICT OF PROVISIONS

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

Article 6

STRIKES AND LOCKOUTS

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

Article 7

MANAGEMENT RIGHTS

- 7.01 Except to the extent provided herein, this Agreement in no way restricts the Employer in the management and direction of the Hospital.

Article 8

RESTRICTION ON OUTSIDE EMPLOYMENT

- 8.01 (1) 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.
- (2) When the Employer desires to prohibit an Employee's engagement in business or employment outside his regularly scheduled hours of duty such Employee will be notified in writing together with the reason for withholding such permission.
- 8.02 Employees are prohibited from carrying on any business or employment outside their regularly scheduled hours of duty when such business or employment is such that:

- (a) a conflict of duties may develop between an Employee's regular work and his outside interests; and
- (b) certain knowledge and information available only to Employees place the individual in a position where he can exploit the knowledge or information for personal gain.

Article 9

EMPLOYER DIRECTIVES

- 9.01 The Employer shall provide the Union with a copy of all personnel directives. Where the Employer proposes to issue a personnel directive which is intended to clarify the interpretation or application of the Collective Agreement, the Employer shall consult with the Union prior to issuing the directives.

Article 10

UNION ACCESS TO EMPLOYER PREMISES

- 10.01 Upon notification, the Employer shall permit reasonable access to its work premises of an accredited representative of the Union. The representative shall obtain the Employer's permission before entering the premises, which permission shall not be unreasonably withheld. Union representatives and Employer representatives shall cooperate to avoid disruptions of work.

Article 11

APPOINTMENT OF REPRESENTATIVES

- 11.01 The Employer acknowledges the right of the Union to appoint Employees as representatives. The Union will provide the Employer with the names of all representatives within a reasonable period, and before the Employer is required to recognize the Employee as a representative.
- 11.02 The Union shall determine the jurisdiction of each representative, having regard to the organization, the distribution of Employees at the work place and the administrative structure implied by the grievance procedure in this Agreement. Unless mutually agreed by the Employer and the Union, there shall be a maximum of three (3) Employee representatives at any time.

Article 12

TIME OFF FOR UNION BUSINESS

- 12.01 (a) The Employer will grant leave without loss of regular pay to Employees who are a party to a grievance which is before an arbitration board, to attend the arbitration hearing.
- (b) Where operational requirements permit, the Employer will grant leave without loss of regular pay to one representative of an Employee who is a party to a grievance, to attend an arbitration hearing.
- (c) Where operational requirements permit, the Employer will grant leave without loss of regular pay to a reasonable number of witnesses called by the Employer, the Union or an Employee who is a party to a grievance, to attend an arbitration hearing.
- 12.02 Where an Employee and his representative are involved in the processing of a grievance with representatives of the Employer, they shall be granted reasonable time off without loss of regular pay. This leave will not be unreasonably denied.
- 12.03 Where operational requirements permit, the Employer will grant leave of absence without loss of pay for up to two (2) Employees for the purpose of attending contract negotiations on behalf of the Union for the duration of such negotiations. If additional Employees are required by the Union for this purpose, where operational requirements permit, the Employer will grant leave of absence for up to two (2) additional Employees. The Employer will continue to pay the additional Employees their applicable salary and benefits during these periods of leave, however the Union will reimburse the Employer for the amounts so paid, within thirty (30) days of the invoice date.
- 12.04 Where operational requirements permit, the Employer will grant leave without pay for up to four (4) Employees to attend preparatory negotiations meetings.
- 12.05 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 Alliance, the Union of Northern Workers, the Canadian Labour Congress and the N.W.T. Federation of Labour.
- 12.06 Where operational requirements permit, the Employer will grant reasonable leave without pay to a maximum of four (4) Employees who have been appointed as representatives on behalf of the Union to undertake training related to the duties of a representative.
- 12.07 (a) A representative shall obtain the permission of his immediate supervisor before leaving his work to investigate a grievance, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management.
- (b) The representative shall make every reasonable effort to report back to his supervisor before resuming his normal duties.

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

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

12.09 (a) An Employee elected as President of the UNW shall be granted leave of absence for the term of office. During the leave of absence the Employee shall maintain all accumulated rights and benefits to which he is entitled under **the** Collective Agreement.

(b) The Employer shall continue to pay the President his applicable salary in accordance with the terms of this Collective Agreement. Upon invoice by the Employer, the Union shall reimburse the Employer for the amounts so paid within thirty (30) **days** of the invoice date.

(c) The benefit of any group plan shall be extended to the **President** and the UNW will reimburse the Employer for any costs involved.

(d) The President shall be entitled to an increment for each year of his leave of absence to a maximum of step six (**6**) in the pay level of his applicable salary.

(e) The President shall advise the Employer as soon **as** possible when an extension of the leave of absence is applicable due to re-election.

(f) Upon termination of his leave of absence the President shall be offered **as** a minimum the position he held with the Employer before he commenced the leave of absence. When **the** President wishes to invoke this clause of the Collective Agreement he shall provide the Employer with **a** three (3) month notice of his intent to do so.

(g) Notwithstanding Article 12.09(f), the Employer may make an offer of employment to the President to a position inside the Bargaining Unit should the President bid on **a** competition and be the successful candidate.

Article 13

CHECK OFF

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

13.02 The Union shall inform the Employer **in** writing of the authorized deduction to be checked off for each Employee within the Bargaining Unit.

13.03 For the purpose of applying Clause 13.01, deductions from pay for each Employee will occur on a bi-weekly basis and will apply to the extent that earnings **are** available. Where an Employee does not have sufficient earnings **in** respect of any bi-weekly

period to permit deduction, the Employer shall not be obligated to make such deductions from subsequent salary.

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

Article 14

INFORMATION

- 14.01 The Employer agrees to provide the Union, on a semi-annual basis, with information concerning the identification of each member in the Bargaining Unit. This information shall include the name and job classification of all Employees in the Bargaining Unit. The Employer shall indicate which Employees have been hired or transferred and those Employees whose employment has been terminated during the period reported.
- 14.02 The Employer shall provide each Employee with a copy of this Collective Agreement.
- 14.03 The Employer agrees to provide each new member of the Bargaining Unit with a copy of this Collective Agreement upon his appointment,
- 14.04 The Employer and the Union shall share equally all costs associated with the printing and distribution of this Agreement.
- 14.05 Subject to Article 49.01, the Employer shall notify the Union of all newly created classifications including its designation as to whether it is within or outside of the Bargaining Unit.

Article 15

SENIORITY

- 15.01 All newly hired Employees shall serve a probation period of five hundred and twenty **(520)** hours worked, to commence on the first day worked. The Employer, subject to agreement with the Union, may extend the probation period of an Employee up to an additional five hundred and twenty **(520)** hours worked.
- 15.02 The Employer may terminate the employment of an Employee on probation at any time during, or at the conclusion of, the probation period, **or** any agreed extension thereof, with or without cause, and with or without notice, Any grievance of, or **on** behalf of, a probationary Employee relating to termination of his employment, shall not proceed past **the** second level specified in Article 38.02 of this Agreement, except that in cases of termination of employment **a** probationary Employee, or the Union on his behalf, may appeal the decision of the Administrator to the Hospital Board, **by** notice in writing presented to the Administrator within fourteen **(14)** calendar days of his decision. In the case of such an appeal, the decision of the Hospital Board shall be deemed **to** be final and conclusive.
- 15.03 The Employer shall provide a performance appraisal of each probationary Employee at least once during the probationary period.
- 15.04 The Employer shall provide a paid orientation period for all new Employees.
- 15.05 The Employer shall maintain a seniority list, showing the **date** upon which each Employee's service last commenced in the Bargaining Unit. An up-to-date copy of the Seniority List shall be posted on **a** bulletin board **and** sent to the Union every six months.

Article 16

PROVISION OF BULLETIN BOARD SPACE AND OTHER FACILITIES

- 16.01 The Employer shall provide bulletin board space at one location within the Hospital clearly identified for exclusive Union use for the posting of notices pertaining to Union elections, appointments, meeting dates, minutes of Union meetings, news items and social and recreational affairs.
- 16.02 Upon request, the Employer shall make reasonable efforts **to** provide the Union with available meeting space at the Hospital, for business relating to the Bargaining Unit.
- 16.03 **A** representative of the Union **shall** have the right to give each new Employee **an** orientation **of** up to thirty (30) minutes and the representative of the Union shall be given leave without loss **of** regular pay for such purposes.

Article 17

DESIGNATED PAID HOLIDAYS

- 17.01 (1) The following days are designated paid holidays for Employees covered by this Collective Agreement:
- (a) New Year's Day;
 - (b) Good Friday;
 - (c) Easter Monday;
 - (d) Victoria Day;
 - (e) Canada Day;
 - (f) Civic Holiday, the first Monday in August;
 - (g) Labour Day;
 - (h) Thanksgiving Day;
 - (i) Remembrance Day;
 - (j) Christmas Day; and
 - (k) Boxing Day.
- (2) At the request of the Employee, and where operational requirements permit, an Employee will not be required to work both Christmas and **Boxing Day** (December 25 and 26) and New Year's Eve and New Year's Day (December 31 and January 1) in the same fiscal year.
- 17.02 **This** Article does not apply to an Employee who fails to report for **work** on the designated paid holiday having been scheduled by ~~the~~ Employer to do so, or **who is** absent without pay on both the working day immediately preceding and the working day following the designated paid holiday, except with ~~the~~ approval of the Employer or where leave has been granted under Article 12.
- 17.03 (a) For Employees in Dietary, Housekeeping, Laundry and Nursing Departments (including Ward Clerks), when a day designated ~~as a~~ holiday under Clause 17.01 coincides with an Employee's day of rest, the Employee shall be granted an alternate day off with regular pay within thirty (30) days, before or after the designated holiday. The Employer shall endeavour to ~~schedule the~~ **alternate day** off combined with an Employee's ~~scheduled~~ days off, or in accordance with ~~an~~ Employee request, **where practical**.
- (b) **For** all other Employees, when ~~a~~ day designated as ~~a~~ holiday under Clause 17.01 coincides with an Employee's day of rest, the holiday shall be moved to the Employee's first working day following his day of rest.
- 17.04 When ~~a~~ day designated as a holiday for an Employee is moved to another day under the provisions of clause **17.03**:

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

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

- (a) one and one-half (1-1/2) times his hourly rate for the first four **(4)** hours worked, and
- (b) twice (**2x**) his hourly rate for the hours worked in excess of four **(4)** hours, or
- (c) an equivalent combination of cash and a day of leave at a later date convenient to both the Employee and the Employer.

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

Article 18

LEAVE - GENERAL

18.01 (a) When the employment of an Employee who has been granted more vacation, sick leave or special leave with pay than he has earned is terminated by reason of his death, the Employee shall be considered **to** have earned that amount of leave with pay granted to him.

(b) When the employment of an Employee **with** more than three (3) years of service who has been granted more vacation, sick leave or special leave with pay than he has earned is **laid off**, the Employee shall be considered **to** have **earned that** amount of leave with pay granted to him.

18.02 When an Employee is in receipt of an extra allowance and is granted leave **with** pay, he is **entitled** during his period of leave to **receive** the allowance if the special or extra duties in respect of which he **is** paid the allowance were assigned to him on **a** continuing basis, and provided he **returns** from the leave to perform the special or extra duties, otherwise he is not entitled to the extra allowance, and any allowance paid during the period of leave must be repaid.

18.03 During the month of May in each year the Employer shall inform each Employee in the Bargaining Unit in writing of the balance of his special, sick and vacation leave credits **as** of the **31st** day of March.

18.04 If, **at** the end of the fiscal **year**, an Employee's entitlement **to** vacation leave with pay includes **a** fractional entitlement of less or more than one-half (1/2) **day** the entitlement shall be increased as follows:

- (a) to **a** half day if the fractional **entitlement** is less than one-half (1/2) day;
- (b) to **a full** day if the fractional entitlement **is** more than one-half (1/2) **day**.

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

Article 19

VACATION LEAVE

- 19.01 (1) For each month of a fiscal year in which an Employee receives ten (10) days pay, he shall earn vacation leave at the following rates:
- (a) one and one-quarter (1-1/4) days each month until the month in which the anniversary of the second (2nd) year of continuous service is completed.
 - (b) one and two-thirds (1-2/3) days each month commencing in the month after completion of two (2) years of continuous service and ending in the month that fifteen (15) years of continuous service is completed.
 - (c) two and one-twelfth (2-1/12) days each month commencing in the month after completion of fifteen (15) years of continuous service and ending in the month that twenty (20) years of continuous service is completed.
 - (d) two and one-half (2-1/2) days each month commencing in the month after completion of twenty (20) years of continuous service.
- (2) An Employee shall not use such earned credits during her first six (6) months of employment.
- (3) Part-time Employees shall earn vacation leave at the rates specified in Article 19.01(1) above, pro-rated in the same proportion as their hours worked compare to hours of full time Employees.
- 19.02 (1) In granting vacation leave with pay to an Employee, the Employer shall make every reasonable effort to:
- (a) schedule vacation leave for all Employees in the fiscal year in which it is earned;
 - (b) not recall an Employee to duty after he has proceeded on vacation leave;
 - (c) comply with any request made by an Employee before January 31, that he be permitted to use in the following fiscal year any period of vacation leave of four (4) days or more earned by him in the current year;
 - (d) (i) grant the Employee vacation leave for up to five (5) consecutive weeks depending upon his vacation entitlements when so requested by the Employee; and
(ii) grant Employees their vacation leave preference and, where as between two or more Employees who express a preference for the same period of vacation leave, length of service with the Hospital will prevail.
- (2) All requests for vacation leave shall be made in writing at least two (2) months in advance of the requested commencement date of vacation leave, failing which

the Employer may exercise discretion in approving the leave, and the requirements of Article 19.02(1) shall not apply.

- (3) The Employer shall reply to the request for vacation leave submitted by the Employee as soon as possible after the request has been received. Where the Employer has proposed to change, reduce or deny the vacation leave requested by the Employee, the Employer shall provide the Employee with the reasons, in writing, for such change, reduction or denial of vacation leave.

19.03 Where in respect of any period of vacation leave, an Employee:

- (a) is granted special leave, when there is a death in his immediate family as defined in Article 20; or
- (b) is granted special leave with pay because of illness in the immediate family as defined in Article 20; or
- (c) is granted sick leave on production of a medical certificate;

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

19.04 Employees are not permitted to carry over more vacation leave credits than can be earned in one (1) fiscal year. Vacation leave credits exceeding a one (1) year entitlement will be liquidated in cash in the month of May, by means of a separate cheque.

19.05 In circumstances where an Employee has insufficient or no vacation leave credits, at the discretion of the Employer, she may be granted vacation leave in advance of up to fifteen (15) days which shall be charged against future credits earned.

19.06 When during any period of vacation leave an Employee is recalled to duty, he shall be reimbursed for reasonable expenses, as normally defined by the Employer, that he incurs:

- (a) in returning to Hay River;
- (b) in respect of any non-refundable deposits or prearrangements associated with his vacation;
- (c) in returning to the place from which he was recalled if he immediately resumes vacation upon completing the assignment for which he was recalled;

after submitting such accounts as are normally required by the Employer.

19.07 The Employee shall not be considered as being on vacation leave during any period in respect of which he is entitled under Clause 19.06 to be reimbursed for reasonable expenses incurred by him.

19.08 If the Employer alters or cancels an Employee's vacation period after it has been approved, the Employer shall reimburse the Employee for expenses actually incurred in respect of any non-refundable deposits or prearrangements associated with his vacation. The Employer shall not alter an Employee's approved vacation period if the Employee's spouse has arranged a coinciding vacation period which cannot be altered.

19.09 Where an Employee dies or otherwise terminates his employment:

- (a) the Employee or his estate shall, in lieu of earned but unused vacation leave, be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave by the daily rate of pay applicable to the Employee immediately prior to the termination of his employment, or
- (b) the Employer shall grant the Employee any vacation leave earned but not used by him before the employment is terminated by lay-off if the Employee so requests.
- (c) the amount paid out shall be issued on a separate cheque.

19.10 An Employee whose employment is terminated by reason of a declaration that he abandoned his position is entitled to receive the payment referred to in Clause 19.09. If after reasonable efforts the Employer is unable to locate the Employee within six (6) months of termination, his entitlement shall lapse.

19.11 (1) All Employees travelling on vacation leave are entitled to transportation assistance once each fiscal year from Hay River to Edmonton, or to any other destination, provided that the cost of the latter is no greater than travel to Edmonton.

(2) Notwithstanding Clause (1) above, an Employee shall not receive transportation assistance under this Article during his first six (6) months of employment with the Hospital.

(3) Subject to (5) below, transportation assistance provided to Employees and their dependants, if any, shall be:

(i) where travel is by scheduled airline or chartered aircraft, the actual cost of the trip or economy class return airfare to Edmonton, whichever is the lesser expense. Return airfare shall be calculated on the following basis:

Employee - regular economy class fare charged for an adult.

Employee's Spouse - regular economy class fare charged for an adult.

Employee's Dependent Children Under 12 - appropriate percentage of adult fare that is charged for a child.

Employee's Dependent Children 12 Years and Over - appropriate percentage of adult fare that is charged for a youth.

(ii) where travel is by means other than scheduled or chartered aircraft a transportation allowance as follows:

Employee	- \$235.00
Employee's Spouse	- \$205.00
Employee's Dependent Children	- \$ 90.00

- (4) (a) Employees travelling by scheduled or chartered aircraft shall be required to submit vacation travel forms with airline ticket receipts. Employees will make every reasonable effort to utilize excursion class tickets (with cancellation insurance) if this does not serve to increase the cost to the Employee or alter vacation plans. If excursion class tickets are not practical in the circumstance, airfare arrangements up to the maximum specified in Clause 19.11(3)(i) above shall be permitted.
 - (b) Employees travelling by means other than scheduled or chartered aircraft will, upon application for travel assistance, be issued with a cheque in the amount of their entitlement as specified in (3)(ii) above. The Employee's signature on the application form will serve as the Employee's certification that the assistance will be used for the purpose for which it was issued. No other form of accountability will be required.
 - (5) This benefit shall apply to an Employee's dependants where the Employee has declared in a notarized statement that this benefit is not provided to the Employee's dependants by another employer.
 - (6) An Employee shall not receive Vacation Travel Assistance and incoming or ultimate removal assistance in the same half of any one (1) fiscal year.
 - (7) Part-time Employees shall receive this benefit pro-rated based on the number of hours worked compared to a full time Employee.
- 19.12 (1) Every Employee who is proceeding on vacation leave and who is requesting vacation travel assistance shall be granted, once in each fiscal year, in addition to his vacation leave, subject to 19.12(2), travel time with pay for the time required for a return journey between Hay River and Edmonton. The amount of travel time to which an Employee is entitled is determined in the following manner:
- (i) where the Employee travels by air, his travel time with pay shall be a total of one (1) eight (8) hour day for the return trip;
 - (ii) where the Employee travels by means other than air, his travel time with pay shall be a total of three (3) eight (8) hour days for the return trip.
- (2) An Employee's travel time entitlement will be granted within the established limit when at least an equal number of days annual leave are liquidated in conjunction with an application for travel time. In cases where a designated paid holiday falls within the period of annual leave it shall be considered a day of liquidated leave for determining the entitlement to travel time and also for determining the entitlement to the winter bonus days described in Clause 19.14.
 - (3) Notwithstanding Clause (1), an Employee shall not be granted travel time under this Article during his first six (6) months of employment with the Hospital.
 - (4) Part-time Employees shall receive travel time, based on the entitlements set out in Clause 19.12(1) above, pro-rated in the same proportion as their average weekly hours of work compare to average weekly hours of work of full time Employees.
- 19.13 Employees may "split" the benefit in 19.11 and 19.12 (i.e. fly one way and drive one way) and may claim vacation travel assistance and vacation travel time on this basis. However, this only applies where one mode of transportation is used on the outward

leg of the journey and a different mode is used on the return trip. If an Employee uses more than one mode of transportation on either the outward leg of his journey or the inward leg, he shall receive assistance and travel time for that leg of his journey as if he had travelled by means other than air.

- 19.14 An Employee **who** has requested and is granted annual leave between October 1 and March 31 of any year shall receive, in addition to her vacation leave entitlement, for each liquidation of ~~five (5)~~ consecutive days of annual leave within the above days, one (1) extra day of leave up to a maximum of four (4) extra days in a fiscal year. Extra vacation leave days must be taken at the same time as annual leave. There will be no carry-over of these days.

Article 20

SPECIAL LEAVE

- 20.01 An Employee shall earn special leave credits up to a maximum of twenty-five (25) days at the following rates:

- (a) one half (1/2) day for each calendar month in which he receives pay for at least ten (10) days, or
- (b) one-quarter (1/4) day for each calendar month in which he receives pay for less than ten (10) days.

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

- 20.02 For the purposes of this Article, immediate family is defined as an Employee's father, mother, brother, sister, spouse, common-law spouse, child, step-child, foster child, father-in-law, mother-in-law, grandparents, and any relative permanently residing in the Employee's household or with whom the Employee permanently resides.

- (1) The Employer shall grant special leave earned with pay for a period of up to five (5) consecutive working days:
 - (a) when there is a death in the Employee's immediate family;
 - (b) when an Employee is to be married.
- (2) The Employer may grant an Employee special leave earned with pay for a period of up to five (5) consecutive working days:
 - (a) (i) where a member of the immediate family becomes ill (not including childbirth) and the Employee is required to care for his dependants or for the sick person;
 - (ii) where a member of the Employee's immediate family residing outside Hay River becomes seriously ill.
 - (b) where special circumstances not directly attributable to the Employee prevent his reporting to duty, including:
 - (i) serious household or domestic emergencies;

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

- 20.03 Special leave in excess of five (5) consecutive working days for the purposes enumerated in Article 20.02 may only be granted with the Employer's approval.
- 20.04 A male Employee shall be granted special leave earned with pay up to a maximum of one (1) working day on the occasion of the birth of his child. An Employee shall be granted special leave earned with pay up to a maximum of one (1) working day on the occasion of the adoption of a child. This leave may be divided into two parts and taken on separate days. Under special circumstances the Employer may extend this period to a maximum of three (3) working days.
- 20.05 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.
- 20.06 (1) Employees may be granted casual leave with pay to a maximum of two (2) hours for the following purposes:
- (a) whenever it is necessary for an Employee to attend upon his doctor, dentist or lawyer during working hours;
 - (b) for other purposes of a special or unusual nature.
- (2) 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.
- 20.07 The provisions of this Article do not apply to an Employee who is on leave of absence without pay, laid off, or under suspension.

Article 21

SICK LEAVE

- 21.01 An Employee shall earn sick leave credits at the rate of one and one-half (1-1/2) days for each calendar month for which she receives pay for at least ten (10) days (to a maximum at any time of one hundred and twenty (120) days), to be computed from the date of hire. No Employee shall utilize any sick leave credits until completion of her probation period.
- 21.02 Subject to (a) and (b) below, and to the remainder of this Article, all absences on account of illness on a normal working day (exclusive of designated holidays) shall be charged against an Employee's accumulated sick leave credits.
- (a) There shall be no charge against an Employee's sick leave credits when his absence on account of illness is less than one-half (1/2) day and the Employee has been on duty for at least two (2) hours;
- (b) Where the period of absence on account of illness is at least one-half (1/2) day but less than a full day, one-half (1/2) day only shall be charged as sick leave.
- 21.03 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 lay-off within a period of one (1) year, he shall earn sick leave credits for each month in which he worked at least ten (10) days, and shall retain any unused sick leave existing at the time of lay-off or commencement of leave without pay.
- 21.04 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 fifteen (15) days which shall be charged against future credits earned.
- 21.05 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.
- 21.06 Unless otherwise informed by the Employer an Employee must sign a statement stating that because of her illness or injury she was unable to perform her duties if:
- (a) the period of leave requested does not exceed three (3) working days, and
- (b) in the current fiscal year, the Employee has not been granted more than nine (9) working days of sick leave wholly on the basis of statements signed by her.
- 21.07 An Employee is required to produce a certificate from a qualified medical practitioner, certifying that such Employee is unable to carry out his duties due to illness:
- (a) for sick leave in excess of three (3) working days;
- (b) for any additional sick leave in a fiscal year when in the same fiscal year the Employee has been granted nine (9) working days of sick leave wholly on the basis of the statements signed by him.

- 21.08 (a) Where an Employee or an Employee's dependant is required to travel from Kay River to secure medical or dental treatment, travelling expenses incurred will be reimbursed subject to the following provisions:
- (i) 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 seven (7) days hotel accommodation and meal costs in accordance with Article 45. In addition, required taxi or limousine charges will be reimbursed upon presentation of a receipt.
 - (ii) 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 enroute will be reimbursed.
 - (iii) payment shall not be made unless the claim is supported by a certificate from a qualified medical or dental 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.
- (b) In the case of Employees or their dependants receiving specialized treatment, as out-patients, a maximum of thirty-eight dollars (\$38.00) per day will be reimbursed for accommodation, meals and local transportation expenses for any period beyond seven (7) days and not to exceed thirty (30) days.
- (c) This Article will not apply to initial consultation visits for orthodontic purposes.
- (d) (i) Where a qualified medical or dental practitioner, as the case may be, certifies that it is necessary for an Employee or her dependant to be accompanied by a medical escort, there shall be paid, in addition to the expenses previously outlined in this Article, travelling expenses of one medical escort, not to exceed those outlined in (a) (i) and (ii).
- (ii) When someone other than a medical attendant or person designated by Health and Social Services accompanies the Employee or her dependant, where applicable, she shall be the spouse or the parent.
- (e) (i) In the case of an Employee being the escort for a member of her immediate family, the Employee may be granted special leave under Article 20 only. Travel time, as defined under Article 21.09, will not be granted for this escort duty.
- (ii) Employees acting as escorts for members of their immediate family for orthodontic or elective medical escort purposes will not be granted travel time for such escort duty. Annual leave or leave without pay will apply.
- (f) Any travel assistance recovered by the Employee under a group surgical or medical plan to which the Employer and the Employee share the premium shall be repaid to the Employer to the extent that costs for travel have been paid by the Employer under this Article.
- (g) This Article shall only apply to an Employee's dependants where the Employee has declared in a notarized statement that this benefit is not provided to the Employee's dependants by another employer.

- 21.09 Every Employee who **is** proceeding to a medical centre under the provisions of this Article with the approval of the Employer will be granted leave of absence with pay which is not to be charged against his sick leave credits for the lesser of three (3) days or the actual time taken to travel from Hay River to Edmonton and **return**.
- 21.10 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 22

OTHER TYPES OF LEAVE

- 22.01 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
- (a) to serve on a jury and the jury selection process; or
 - (b) by subpoena or summons to attend as a witness in any proceeding held:
 - (i) in or under the authority of **a** court of justice or before a grand jury;
 - (ii) before a court, judge, justice, magistrate, or coroner;
 - (iii) before the Senate or House of Commons of Canada, or a committee of the Senate or House of Commons, otherwise than in the performance of the duties of his position;
 - (iv) before the Executive Council or Legislative Assembly or any committee thereof that is authorized by law to compel the attendance of witnesses before it;
 - (v) before an arbitrator or **umpire** or a person or body of **persons** authorized by law to make an inquiry and to compel the attendancce of **witnesses** before it;
 - (c) Notwithstanding anything contained in this Article, **therec** 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 remuneration received as an allowance or reimbursement for expenses incurred in such duty.
- 22.02 An Employee shall be granted injury-on-duty leave with pay for such reasonable period **as** may be determined by the Employer where it is determined by a Workers' Compensation Board that he is **unable** to perform his duties because of:
- (a) personal **injury** accidentally received in the performance of his duties, and not caused by the Employee's wilful misconduct; or
 - (b) sickness resulting from the nature of his employment; or
 - (c) **over-exposure** to radioactivity or other hazardous conditions n the course of his employment;

if the Employee agrees to pay the Employer any amount received by him for loss of wages in settlement of any claim he may have in respect of such injury, sickness or exposure, providing however that such amount does not stem from a personal disability policy for which the Employee or his agent has paid the premium.

- 22.03 (a)** (i) 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 (ii) 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 twenty-six (26) weeks after the date of the termination of her pregnancy.
- (ii) 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 twenty-six (26) 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.
- (iii) leave granted under this Clause shall be counted for the calculation of "continuous employment".
- (b) (i) 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 pursuant to Section 30, Unemployment Insurance Act, 1971, shall be paid a maternity leave allowance in accordance with the Supplementary Unemployment Benefit Plan.
- (ii) An applicant under Clause 22.03(b)(i) shall sign an agreement with the Employer providing:
- (a) that she will return to work and remain in the Employer's employ for a period of at least six (6) months after her return to work;
 - (b) that she will return to work on the date of the expiry of her maternity leave, unless this date is modified with the Employer's consent.
- (iii) Should the Employee fail to return to work as per the provisions of Clause 22.03(b)(ii), 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 lay-off. 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.

- (c) (i) In respect of the period of maternity leave, payments made according to the Supplementary Unemployment Benefit Plan will consist of a maximum of seventeen (17) weeks of payments necessary to provide the Employee the combined equivalent of ninety-three percent (93%) of her weekly rate of pay.
- (ii) (a) For a full time Employee the weekly rate of pay referred to in Clause 22.03(c)(i) shall be the weekly rate of pay to which she is entitled for the classification she was working in on the day immediately preceding the commencement of the maternity leave.
- (b) For a part-time Employee the weekly rate of pay referred to in Clause 22.03(c)(i) shall be the pro-rated weekly rate of pay to which she is entitled for the classification she was working in, averaged over the six (6) month period of continuous employment immediately preceding the commencement of the maternity leave.
- (c) 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.

22.04 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.

22.05 (a) An Employee who intends to request adoption leave shall make every effort to provide reasonable notice to the Employer, but in any event 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. Upon application the Employee shall be granted adoption leave without pay of up to twenty-six (26) weeks commencing on the date of the acceptance of custody of the adopted child who is below the age of majority.

The Employer may:

- (i) defer the commencement of adoption leave without pay at the request of an Employee;
 - (ii) require an Employee to submit proof of adoption.
- (b) Leave granted under this Clause shall be counted for the calculation of continuous employment.
- (c) (i) 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 pursuant to Section 32, Unemployment Insurance Act, 1971, shall be paid an adoption leave allowance in accordance with the Supplementary Unemployment Benefit Plan.

- (ii) An applicant under Clause 22.05(c)(i) shall sign an agreement with the Employer providing:
 - (a) that she will return to work and remain in the Employer's employ for a period of at least six (6) months after her return to work;
 - (b) that she will return to work on the date of the expiry of her adoption leave unless this date is modified with the Employer's consent.
 - (iii) Should the Employee fail to return to work, as per the provisions of Clause 22.05(c)(ii), except by reason of death, disability, or layoff, the Employee recognizes that she is indebted to the Employer for the amount received as an adoption 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) (i) In respect of the period of adoption leave, payments made according to the Supplementary Unemployment Benefits Plan will consist of a maximum of seventeen (17) weeks of payments necessary to provide the Employee the combined equivalent of ninety-three percent (93%) of her weekly rate of pay;
 - (ii) (a) for a full time Employee the weekly rate of pay referred to in Clause 22.05(d)(i) shall be the weekly rate of pay to which she is entitled for the classification she was working in on the day immediately preceding the commencement of the adoption leave;
 - (b) for a part-time Employee the weekly rate of pay referred to in 22.05(d)(i) shall be the pro-rated weekly rate of pay to which she is entitled for the classification she was working in, averaged over the six (6) month period of continuous employment immediately preceding the commencement of the adoption leave.
 - (e) Adoption leave utilized by an Employee-couple in conjunction with the adoption of a child shall not exceed a total of twenty-six (26) weeks for both Employees combined.
- 22.06 (a) The Employer may grant leave without pay for a period of up to one (1) year, at the request in writing of an Employee whose spouse's position is permanently relocated.
- (b) Leave without pay granted under this clause shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave for the Employee involved, except where the period of such leave is less than three (3) months. Time spent on such leave which is for a period of more than three (3) months shall not be counted for pay increment purposes.

Article 23

HOURS OF WORK

- 23.01 Except as provided in (a), (b) and (c) below, and in Article 24, a normal full time work week shall be forty **(40)** hours per week, thirty-eight and three-quarter **(38.75)** hours per week effective January 1, 1990, and thirty-seven and one-half **(37.5)** hours per week effective April 1, 1991.
- (a) Regular hours of work for full time CNA's and NA's, exclusive of one thirty (30) minute meal break, shall not exceed twelve **(12)** consecutive hours per day.
 - (b) The regular hours of work for CNA's and NA's shall average forty **(40)** hours per week over one complete cycle of the shift schedule.
 - (c) Full time Employees who as of the effective date of this Agreement, have regular hours of work of thirty-seven and one-half **(37.5)** hours per week, shall maintain such regular hours of work per week for the duration of this Agreement.
- 23.02 All Employees working shifts of four **(4)** hours duration or more shall be entitled to a rest period of fifteen **(15)** minutes duration for each four **(4)** hours of work or portion thereof in excess of two **(2)** hours, commencing at or around the midpoint of the four **(4)** hour period. The time of commencement of such rest periods shall be determined by the department head or the Employee's immediate supervisor.
- 23.03 All Employees working shifts of seven and one-half **(7-1/2)** hours duration or more shall be entitled to one unpaid meal period of thirty (30) minutes duration, which shall be scheduled by the department head or the Employee's immediate supervisor. The meal period shall be scheduled as close to the midpoint of the shift as practical. It is recognized that the meal period may be staggered for the Employees engaged in continuous operations.
- 23.04 Where an Employee is required to remain at the Hospital over a meal break, the Employee shall be paid for the meal period.

Article 24

MODIFIED WORK WEEK

- 24.01 It is recognized that the Employer shall implement modified work **weeks** for nursing care Employees. The primary intent of the modified work week is to provide Employees working it a compressed **work** period with no increased cost to the Hospital. All Articles of this Agreement shall be interpreted in such a manner **as** to take into account the effect of the extended work day, the resultant compressed work week, and the intent of **no** additional costs.
- 24.02 Regular hours of **work** for full time Employees on modified work **week** schedules, exclusive of meal periods, shall be:
- (a) twelve (12) consecutive hours per day;

- (b) two thousand and eighty (2,080) hours per year;
 - (c) a maximum of four (4) consecutive shifts.
- 24.03 (a) An Employee working an extended work day and compressed work week shall be entitled to vacation time off equivalent to that of other Employees working the eight (8) hour work day. Upon termination, vacation leave credits shall be paid out on the basis of eight (8) hour days.
- (b) Earned leave will be converted into hours owed and utilized according to the scheduled shift pattern.
- 24.04 (a) An Employee working an extended **work day** and compressed work week shall be entitled to the designated paid holidays as specified in Article 17 and shall be paid for same at the Employee's basic rate for eight (8) hours.
- (b) When a day designated as a holiday under Article 17 coincides with an Employee's day of rest, the Employee shall be granted an alternate day off with eight (8) hours regular pay within thirty (30) days, before or after the designated holiday. The Employer shall endeavour to schedule the alternate day off combined with an Employee's scheduled days off or in accordance with an Employee's request where practical.
 - (c) When the Employer requires an Employee to work on a Designated Paid Holiday as part of regularly scheduled hours of duty or as overtime, he shall be paid, in addition to the pay that he would have been granted had he not worked on the Holiday:
 - (i) one and one-half (1-1/2) times his hourly rate for the first half (1/2) of the shift worked, and
 - (ii) twice (2) his hourly rate for hours worked for the second half (1/2) of the shift, or
 - (iii) an equivalent combination of cash and a day of leave at a later date convenient to both the Employee and the Employer.
- 24.05 (a) Sick leave credits for Employees working modified work weeks shall be earned at the rate specified in Article 21 of the Agreement.
- (b) Earned leave shall be converted into hours owed and utilized according to the scheduled shift pattern.

Article 25

OVERTIME

25.01 In this Article:

- (a) "Straight time rate" means the hourly rate of pay.
- (b) "Time and one-half" means one and one-half (1-1/2) times the straight time rate.

(c) "Double time" means twice the straight time rate.

25.02 An Employee **who** is required to work overtime shall be paid overtime compensation for each **completed** fifteen **(15)** minutes of overtime worked by him subject to a minimum payment of one (1) hour at the overtime rate when:

- (a) the overtime **work** is authorized in advance by the Employer; and
- (b) the Employee does not control the duration of the overtime **work**.

25.03 Employees shall record starting and finishing times **of** overtime worked **on** a form determined by the Employer.

25.04 (1) Subject to operational requirements, the Employer shall make every reasonable effort:

- (a) to allocate overtime work on an equitable basis among readily available qualified Employees **who** are normally required in their regular duties to perform that work;
- (b) to give Employees **who** are required to work overtime reasonable advance notice of this requirement.

(2) **An** Employee may, for **cause**, refuse to **work** overtime, providing he places his refusal in writing.

(3) Notwithstanding the permission granted by the Employer to engage in business or employment outside his regularly scheduled hours of duty under Article 8, such business or employment may not be approved as a cause to **refuse** to **work** overtime.

25.05 (a) Subject to Article 25.02 an Employee who is requested to work overtime shall be entitled to the appropriate rate described below in (b).

(b) Overtime **work** shall **be** compensated as follows:

- (i) at time and one-half **(1-1/2x)** for the first four **(4)** consecutive hours of overtime worked, and
- (ii) at double time **(2x)** for all consecutive hours of overtime worked after the first four **(4)** consecutive hours of overtime, and at double time **(2x)** for all hours worked on the second or subsequent day of rest, provided the days of rest are consecutive.
- (iii) in lieu of (i) and (ii) above, at the request of the Employee and subject to Article 25.07, the Employer shall grant equivalent compensatory leave to **be** taken at a time mutually agreeable to the Employer and **the** Employee.

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

(d) When the first and second or subsequent day of rest are consecutive, "second or subsequent day of rest" is defined **as** the period immediately following

expiration of the first day of rest and ending at the time of commencement of the Employee's next regular shift.

- 25.06** Where an Employee is required to work three (3) or more hours of overtime immediately following his regularly scheduled hours of duty, and, because of operational requirements, the Employee is not permitted to leave his place of work, the Employer will either provide the Employee with a meal or meal allowance equal to the amount of the Dinner in accordance with the Duty Travel, Meals and Incidental Expenses, Article 45.05.
- 25.07** When overtime compensation is taken in the form of compensatory leave, the following provisions shall apply:
- (a) no more than eighty (80) hours may be banked cumulatively in one fiscal year. As banked hours are depleted, they may continue to be earned up to the maximum of eighty (80) hours. A maximum of forty (40) hours of banked time can be carried forward into another fiscal year.
 - (b) Only a maximum of forty (40) hours of banked time may be taken at one time.
 - (c) Banked time in excess of forty (40) hours shall be paid out at the end of each fiscal year.
 - (d) Banked time shall be taken at a time mutually acceptable to both the Employee and Employer.
- 25.08** Notwithstanding Article 2.01(t) or other provisions of this Article, Employees working modified work week schedules shall only be entitled to overtime compensation when they work in excess of and contiguous with, twelve (12) consecutive hours per day, or in excess of forty (40) hours per week, when averaged over a complete shift cycle. Except as modified by this Clause, the other provisions of this Article shall apply to Employees working modified work week schedules.

Article 26

PAY

- 26.01** Employees are entitled to be paid for services rendered for the classification and position to which they are appointed at the pay rates specified in Appendix A.
- 26.02** (1) Employees shall be paid on every second Friday.
- (2) In the event there is delay in paying Employees, the Employer will assist those Employees by providing advances or by other appropriate means.
- (3) Where cheques are distributed to Employees at their place of work, they shall first have been placed in sealed envelopes.
- 26.03** Employees who have earned overtime compensation or any other extra allowances in addition to their regular pay, shall receive such remuneration in the four (4) weeks following the day when such compensation was earned, provided properly completed forms are submitted by the Employee in sufficient time. When overtime compensation

is paid, the pay statement shall indicate the pay periods, rate of overtime, and the number of overtime hours.

- 26.04 (a) When an Employee **is** required by the Employer to perform the duties of a higher classification level on an acting basis, he shall **be** paid acting pay calculated from the date **on** which he commenced to act.
- (b) When a day designated as a paid holiday occurs on a day when the Employee would otherwise be performing duties on an acting basis, any holiday pay shall be calculated at the rate of the higher classification the Employee is acting in,
- (c) When an Employee **is** on leave with pay when performing duties on an acting basis, any leave pay shall be calculated at the rate of the higher classification the Employee is acting in, **provided** he returns from the leave to the acting position, otherwise, leave pay shall be **calculated** at his regular rate of pay, and any additional monies paid during the period of leave must be repaid.
- 26.05 (1) The Employer agrees to pay any negotiated salary increases to **every** Employee not later than the month following the month in which this Agreement is signed and not later than the month following the month in which **any** subsequent salary increases become effective.
- (2) The Employer agrees to pay any retroactive remuneration for salary increase, overtime and shift premiums, not later than two **(2)** months following the month in which the Agreement is signed.
- (3) Retroactive pay shall be issued on a separate cheque.
- 26.06 When an Employee is appointed to a new position he shall be paid:
- (a) if the appointment constitutes a promotion **as defined** in Article 2.01(v) an increase in salary that **is** nearest to but not less than the difference **between** Step 1 and Step 2 of the new pay range.
- (b) (i) if the appointment constitutes a transfer, at the rate nearest **to**, but not less than his former rate of pay; or
- (ii) where the Employee **agrees** to accept a transfer **to** a position, the maximum rate of pay of which is less than his present rate of pay, the Employee shall be paid at the maximum rate of the new position to which he agrees to be transferred.
- (c) if the appointment is as a result of the Employee's successful application for a position, the maximum rate of pay of which is equal to or less than that **of** the Employee's present position, the Employee shall be paid at a level in the appropriate pay range for the new position that is **commensurate** to the Employee's qualifications and experience for the position,
- 26.07 Where an Employee has been overpaid, the Employer will, before **recovery action** is implemented, advise the Employee in writing of the amount overpaid and the intention of the Employer to recover the overpayment. No continuing Employee shall be subject to deductions from pay to recover overpayments in excess of twenty percent (20%) of the Employee's net earnings per **pay** period except in the case of recoveries for absence without leave. If more than **six** (6) years have passed **since** the undetected **overpayment** was made there shall be no recovery of the overpayment.

- 26.08 (1) An Employee holding a position for which there is a minimum and maximum rate of pay may be granted increases in pay until he reaches the maximum for the position. Such pay increases are dependent on satisfactory performance of the duties of the position by the Employee, and shall not be granted to the Employee until his department head certifies to the Employer that the Employee is **so** performing the duties of his position.
- (2) For the purposes of such pay increases the performance of the Employee shall be reviewed annually.
- (3) Pay increments which are recommended by the department head shall be granted:
- (a) the first day of the month if the Employee's initial appointment to a position occurred prior to the 16th of a month; or
 - (b) the first day of the month following if the Employee's initial appointment to the position occurred **on** or after the 16th day of a month.
- (4) Where the department head intends to recommend withholding a pay increment from **an** Employee, he shall, **at** least two **(2)** weeks and not more than **six (6)** weeks before the due date for the pay increment to the Employee, give the Employee notice in writing of his intention to do **so**. If such notice of denial is not given, the pay increment shall be implemented on the due date.
- (5) Where an Employee is **no!** granted a pay increment on the **day** on which a pay increment would otherwise become due to him, a pay increment may become due to him **six (6)** months after the month he would have been due to have been granted a pay increment, or the Employer may defer the pay increment for a period of twelve (12) months after the month he would have been granted a pay increment.

Article 27

REPORTING AND CALL-BACK PAY

- 27.01 (1) If an Employee reports to work **as** directed or recalled, and there is insufficient or no work available he is entitled **to a** minimum of four **(4)** hours of pay at straight time rate, or to pay for hours worked **at** the appropriate rate, **whichever is** greater.
- (2) Compensation for reporting pay **or** call-back pay shall be made either in cash or compensatory leave. If compensatory leave is provided, it shall be taken at a time mutually agreeable to the Employer and the Employee.

Article 28

SHIFT WORK

- 28.01 (a) The Employer agrees that before a schedule of working hours is changed, the change will be discussed with the Union if the change will affect a majority of the Employees governed by the schedule.
- (b) Shift schedules for operations that entail rotating shifts shall be posted in the work area at least fourteen (14) calendar days in advance of the starting date of the new schedule. Shift schedules shall indicate the work requirements for each affected Employee for a minimum of twenty-eight (28) days.
- (c) Except in the event of emergency, or by mutual agreement between the Employer and the Employee, when an Employee's work schedule is revised without five (5) calendar days notice, the Employee shall be compensated at the rate of time and one-half (1-1/2) for the first full shift worked on the new schedule. Subsequent shifts worked on the new schedule shall be paid for at the straight time rate.
- (d) The Employer agrees that it shall not schedule split shifts.
- (e) Employees shall not be required to work more than seven (7) consecutive shifts of work between days off and it shall be the intent to assign less than the maximum.
- 28.02 Except in cases of emergency, or by mutual agreement between the Employee and the Employer, shift schedules for regular Employees shall provide for:
- (a) at least sixteen (16) hours off duty at a shift changeover;
- (b) at least two (2) consecutive days of rest after every seven (7) consecutive days of work;
- (c) every third (3rd) weekend off in succession, and where practical every second weekend off;
- (d) weekend shall be defined as 12:01 A.M. Saturday until 07:00 A.M. Monday;
- (e) period of weekend time off shall be at least fifty-five (55) hours.
- 28.03 Except by mutual agreement between the Employer and the Employee, if an Employee is required by the Employer to change shifts without receiving sixteen (16) hours off duty, she shall be entitled to premium pay of two times (2x) her basic rate of pay for the first tour of duty on the new shift.
- 28.04 Provided sufficient advance written notice is given, and with the approval of the Employer, Employees may exchange shifts if there is no increase in cost to the Employer.
- 28.05 A request by an Employee to work evenings or nights only shall not be unreasonably denied, if the majority of other affected Employees in the area concur, provided however that the Employer shall have the right to assign periods of day duty for the purpose of maintaining proficiency totalling not more than twelve (12) shifts in a calendar year. When a request to work evenings or nights only is accommodated the

Employee may only alter that request by giving of twelve (12) calendar weeks notice of her intention.

- 28.06** Except in case of emergency, an Employee shall not be scheduled to work more than four **(4)** consecutive extended shifts per week.

Article 29

SHIFT PREMIUM

- 29.01** An Employee who is regularly scheduled to work outside of the hours of **work**, 0700 to 1600, shall be paid a shift premium as follows:
- (a) Effective April 1, 1989, **seventy-five (75)** cents per hour, effective April 1, 1990, **eighty-five (85)** cents per hour, effective April 1, 1991, one dollar (\$1.00) per hour for all hours worked between the hours **of** 1600 and **2400**; and
 - (b) Effective April 1, 1989, **eighty-five (85)** cents per hour, effective April 1, 1990, **ninety-five (95)** cents per hour, and effective April 1, 1991, **one** dollar and ten cents (\$1.10) per hour for all hours worked between the hours of 2400 and 0700.
 - (c) Notwithstanding Clauses (a) and (b) above, no shift premium shall be payable in respect of regular day shift hours worked between 0600 and 0700, and between 1600 and 1630.

Article 30

TERM POSITIONS

- 30.01** No term position shall have a stated term of more than one (1) year.
- 30.02** **A** term position must continue to the end of the term, except in the case of a termination for just cause, lack of funding, or shortage of **work**.
- 30.03** Subject to 30.01, should the Employer wish a term position to extend beyond one **(1)** year, that position must, except with the agreement of the incumbent and the Union, become a regular position which must be offered to the incumbent of the term position, and his seniority date shall be the initial date of hire into the term position.

Article 31

STANDBY

31.01 (1) When the Employer requires a regular Employee to be available on standby during off-duty hours, an Employee shall be entitled to a standby payment for each eight (8) consecutive hours or portion thereof that he is on standby, except on his days of rest and designated paid holidays as follows:

Effective April 1, 1989	\$7.00
Effective April 1, 1990	\$8.00
Effective April 1, 1991	\$9.00

For any period of standby on a day of rest or a designated paid holiday, he shall be paid as follows:

Effective April 1, 1989	\$10.00
Effective April 1, 1990	\$11.00
Effective April 1, 1991	\$12.00

(2) An Employee designated for standby duty shall be available during his period of standby at a known telephone number and shall be available to return for duty as quickly as possible if called. In designating Employees for standby the Employer will endeavour to provide for the equitable distribution of standby duties among readily available qualified Employees who are normally required, in their regular duties, to perform that work.

(3) No standby payment shall be granted if an Employee is unable to report for duty when required.

(4) An Employee on standby who is required to report for work shall be paid, in addition to the standby pay, the appropriate rate for all hours worked, subject to a minimum payment of four (4) hours pay at the straight time rate each time he reports except that this minimum shall only apply once during each standby period of eight (8) consecutive hours or portion thereof.

(5) Except in the case of emergency, unscheduled absence, or other unplanned event, standby schedules shall be posted fourteen (14) days in advance of the starting date of the new shift schedule.

(6) Employees on standby are not eligible to receive reporting or call-out pay under Article 27.

31.02 One person in the Laundry Department shall be designated for standby duty on designated paid holidays.

Article 32

TECHNOLOGICAL CHANGE

- 32.01 Technological change means:
- (a) the introduction by the Employer of equipment or material of a different nature than that previously utilized; and
 - (b) a change in the Employer's operation directly related to the introduction of that equipment or material.
- 32.02 Both parties recognize the overall advantages of technological change. Both parties will therefore encourage and promote technological change and improvements.
- 32.03 When the Employer is considering the introduction of a technological change which would result in significant changes in the employment status or working conditions of Employees, it shall provide the Union at least three (3) months notice before the introduction of such a technological change with a written, detailed description of the nature of the proposed change, the date on which the Employer proposes to effect the change, the approximate number and type of Employees likely to be affected by the change, including names of Employees where available, the effect that the change is likely to have on the terms and conditions or security of employment of the Employees affected, and the rationale for the change.
- 32.04 Where the Employer has notified the Union that it intends to introduce a technological change, the parties undertake to meet and to hold constructive and meaningful consultations in an effort to reach agreement on solutions and administrative procedures to deal with problems arising from the change.
- 32.05 The Employer shall make every reasonable effort to continue employment of Employees who would otherwise become redundant because of technological change.
- 32.06 Where an Employee requires new or different skills as a result of technological change, the Employer shall make every reasonable effort to provide the required training courses at no cost to the Employee.
- 32.07 Sections 52, 54 and 55 of the Canada Labour Code do not apply, during the term of this Agreement, to the Employer and the Union.

Article 33

PAY FOR TRAVEL ON BEHALF OF EMPLOYER

- 33.01 (1) Where an Employee is required to travel on behalf of the Employer, he shall be paid:
- (a) when the travel occurs on a regular work day, as though he were at work for all hours travelled;
 - (b) when the travel occurs on a day of rest or designated paid holiday, at the applicable rate for all hours travelled, with a minimum of four (4) hours pay at the straight time rate and a maximum of eight (8) hours at the applicable overtime rate.

- (c) when the travel occurs on a charter flight medivac, at the rate of time and one-half times (1-1/2x) his rate of pay for all hours travelled;
 - (2) For the purpose of this Article, hours travelled includes a one (1) hour check-in period at airports, bus depots, or train stations, as well as a one (1) hour check-out period at each overnight stopover and at the final destination. Hours travelled also include time spent waiting for connecting flights, trains or buses, but is exclusive of overnight stopovers.
 - (3) The Employer will make every reasonable effort to restrict travel outside of Hay River that requires absence from home beyond a period which includes two (2) weekends.
 - (4) Where an Employee is absent from home on a designated paid holiday or day of rest and does not work, he shall receive cash payment at time and one-half (1-1/2x) his rate of pay for eight (8) hours or be granted Compensatory leave.
- 33.02 (a) In the event that circumstances beyond his control prevent an immediate return to his place of employment, the Employee shall be entitled to no loss of regular earnings for time not worked on regularly scheduled shifts as a result of duty travel, and shall receive pay in accordance with Article 33.01 upon the resumption of duty travel after any delay.
- (b) The Employer shall establish a roster on which Employees may indicate their willingness to perform medivac duties. The Employer shall first make reasonable attempts to utilize Employees on the roster to perform medivac duties, before calling on other Employees.
- 33.03 Under no circumstances shall an Employee be entitled to pay under this Article during avoidable delays, stopovers or diversions of travel arising at the Employee's request.

Article 34

LAY-OFF AND JOB SECURITY

- 34.01 (a) In the event of lay-offs, the Employee within the classification or classifications affected with the greatest seniority shall be retained, No bumping across classifications shall be permitted in the event of a lay-off.
- (b) In order to minimize the adverse effects of lay-off, the Employer will provide retraining when practicable.
- (c) An Employee ceases to be a lay-off and is considered terminated if he is not recalled within one (1) year from the date on which he became a lay-off.
- (d) Lay-offs must keep the Employer informed of their current address and telephone number.

34.02 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 lay-off or pay in lieu thereof;
- (b) every Employee subject to lay-off shall, during his period of notice, if any, be granted reasonable leave with pay for the purpose of being interviewed and examined by a prospective Employer and to such additional leave with pay as the Employer considers reasonable for the Employee to travel to and from the place where his presence is **sa** required.

34.03 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.

34.04 An Employee shall be permitted **to** revoke his resignation by notice to the Employer at any time within twenty-four **(24)** hours of his act of resignation. Nothing in this clause shall prevent the Employer from imposing discipline for just cause in respect of any conduct associated with **an** act of resignation.

34.05 Recall from lay-off shall occur in reverse order of lay-off, within the classification affected.

34.06 The Employer shall give notice of recall personally or **by** registered mail. Where notice of recall is given personally, the Employer shall deliver a letter stating that the Employee is recalled. In this instance, notice of recall is deemed to be given when served. **Where** notice of recall is given by registered mail, notice is deemed to be given three days from the date of mailing.

34.07 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.

Article 35

STATEMENT OF DUTIES

35.01 When an Employee is first hired or when **an** Employee **is** reassigned to another position in the Bargaining Unit, the Employer shall, before the Employee is assigned to that position, provide the Employee with a current and accurate written statement of duties of the position to which he or she is assigned.

35.02 In the event duties of **a** position are changed by the Employer, an affected Employee shall be given a current and accurate statement of duties of his or her position.

Article 36

EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

- 36.01 (a) The Employer shall endeavour to conduct Employee performance appraisals at least annually and may conduct appraisals more frequently where the Employer considers it warranted.
- (b) At the interview the Employee shall be given a copy of her performance appraisal document. The Employee shall sign her performance appraisal for the "sole" purpose of indicating that she is aware of her appraisal; and shall have the right to respond in writing within ten (10) days of the interview, and that reply shall be placed on her personnel file. The Employee may use the grievance procedure in Article 38 to correct any factual inaccuracies in his performance appraisal.
- (c) Employee appraisals shall be provided in writing. Meetings for purpose of performance appraisal interview shall be scheduled with reasonable advance notice.
- (d) The formal review of an Employee's performance shall also incorporate an opportunity for the Employee to state his career development goals and request any training, in-service training, re-training, or any facets of career development which may be available.
- 36.02 No disciplinary documents shall be introduced from an Employee file as evidence in any grievance or arbitration proceeding, unless the Employee has received a copy at the time of filing of the document, or within a reasonable period thereafter.
- 36.03 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 two (2) years have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.
- 36.04 Upon written request of an Employee, the personnel file of that Employee shall be made available for his examination at reasonable times in the presence of an authorized representative of the Employer. The Employee can request copies of documents from his file at the time of examination.
- 36.05 (a) Performance appraisals for Certified Nursing Assistants will be prepared and signed jointly by both the Head Nurse of Active Care and Head Nurse of Extended Care, although only one Head Nurse need be in attendance when the evaluation is presented to the Employee.
- (b) An Employee who is to be interviewed for the purpose of discipline shall be notified of the time and place of the interview. The Employee may elect to be accompanied by a Union representative. An Employee who elects to be accompanied by a Union representative shall be permitted up to twenty-four (24) hours from the time he is first notified of the interview, within which to arrange the attendance of the Union representative, however, the Employer may remove the Employee from duty for just cause, while awaiting the interview.
- (c) Only one file per Employee for the purposes of performance evaluation or discipline shall exist.

36.06 An Employee's performance appraisals shall not be released by the Employer to any person except a board of arbitration or as required by law, without the written consent of the Employee.

Article 37

CLASSIFICATION

37.01 During the term of this Agreement, if a new or revised classification standard is implemented by the Employer, the Employer shall before applying the new or revised classification standard, negotiate with the Union the rates of pay and the rules affecting the pay of Employees for the classification affected. If the parties fail to reach agreement within sixty (60) days from the date on which the Employer submits the new or revised standards to the Union, the Union may refer the matter to arbitration. The arbitrator's decision will be retroactive to the date of application of the new rates.

Article 38

ADJUSTMENT OF DISPUTES

38.01 A grievance is a difference which arises between the Union and the Employer and/or between an Employee and the Employer relating to the interpretation, application, or administration of this Agreement including any question as to whether a matter is arbitrable; disciplinary action resulting in demotion, suspension, or financial penalty, dismissal; and letter of discipline placed on an Employee's personnel file. Grievances shall be settled according to the following procedures for adjustment of disputes and arbitration.

38.02 Except as otherwise provided in this Agreement a grievance shall be processed by recourse to the following steps:

- (a) first level - department head
- (b) second level - administrator
- (c) final level - arbitration

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

38.04 An Employee shall present a grievance in writing to the first level of the procedure not later than the fourteenth (14th) calendar day after the date on which he is notified orally or in writing or on which he first becomes aware of the action or circumstances giving rise to the grievance. When filing a grievance the Employee shall make an effort to state the nature of the grievance, the circumstances from which it arose, the Articles alleged infringed and the redress sought. A copy of the grievance shall also be presented to the Administrator.

- 38.05** The Employer shall reply in writing to **an** Employee's grievance within fourteen **(14)** calendar days at level one, and within fourteen (14) calendar days at level two.
- 38.06** An Employee shall present a grievance at each succeeding level in the grievance procedure beyond the first level:
- (a)** where the decision or settlement is not satisfactory to him, within fourteen **(14)** calendar days after that decision or settlement has been conveyed in writing to him by the Employer; or
 - (b)** where the Employer has not conveyed a decision to him within the time prescribed in Clause 38.05 within fourteen (14) calendar days after the day the reply was due.
- 38.07** No Employee shall be dismissed without first being given notice in writing together with the reasons therefor. When the Employer dismisses an Employee the grievance procedures shall apply except that the grievance may be presented at the second level.
- 38.08** The Union and the Employer shall have the right to initiate and present a policy grievance. Policy grievances shall be initiated at the second level, and in the case of an Employer grievance shall be presented to the President of the Union of Northern Workers. All other provisions of the grievance procedure herein shall apply to policy grievances.
- 38.09** Where an Employee has been represented by the Union in the presentation of his grievance, the Employer will provide the appropriate representative of the Union with a copy of the Employer's decision at each level of the grievance procedure at the same time that the Employer's decision is conveyed to the Employee.
- 38.10** Should the grievance not be resolved following Level 2 either party may by written notice to the other part, refer the matter to arbitration, which notice shall be given within the time permitted in Article 38.06 herein.
- 38.11** (1) The parties agree that any arbitration arising **out** of this agreement shall be made by a single arbitrator to be mutually agreed upon by the parties.
- (2) If mutual agreement is not reached by the parties to choose a single arbitrator within thirty (30) calendar days from the date that either party receives notification of a wish to proceed to arbitration, then either party **may** ask the Minister of Labour (Canada) to appoint a single arbitrator. This appointment shall be accepted by both parties.
- 38.12** (1) The arbitrator has all of the powers granted to arbitrators under the Canada Labour Code, Part I, in addition to any **powers** which are contained in this Agreement.
- (2) The arbitrator shall hear and determine the difference or allegation and shall issue a written decision and the decision is final and binding upon the parties and upon any Employee affected by it.
- (3) The award of the arbitrator shall be signed by him and copies thereof shall be transmitted to the parties to the dispute within three (3) months of the hearing.
- 38.13** The arbitrator shall not have the authority to alter or amend any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or to render any

decision contrary to the terms and provisions of this Agreement, or to increase or decrease wages.

- 38.14 The Employer and the Union shall each pay one-half (1/2) of the remuneration and expenses of the arbitrator and each party shall bear its own expenses of every such arbitration.
- 38.15 Where a party has failed to comply with any of the terms of the decision of the arbitrator, either party or Employee affected by the decision may, after the expiration of thirty (30) calendar days from the date of the receipt of the decision or the date provided in the decision for compliance, whichever is later, file in the Federal Court of Canada, a copy of the decision exclusive of the reasons therefor. On filing, the decision shall be registered in the Court, and when registered, has the same force and effect, and all proceeding may be taken thereon, as if the decision were a judgment obtained in the Court.
- 38.16 In addition to the powers granted to arbitrators under the provisions of the Canada Labour Code, Part I, an arbitrator may determine that the Employee has been dismissed for other than proper cause and he may:
- (a) direct the Employer to reinstate the Employee and pay to the Employee a sum equal to his wages lost by reason of his dismissal, or such lesser sum, if any, as in the opinion of the arbitrator is fair and reasonable; or
 - (b) make such other order as he considers fair and reasonable having regard to the terms of this Agreement.
- 38.17 As an alternative to the formal arbitration process set out in the foregoing paragraphs by mutual agreement of the parties, a grievance may be referred to a previously agreed upon person who shall hear the grievance and shall at the conclusion of the hearing, give an oral decision without reasons. Such decisions may not be used to alter, modify or amend any part of the appropriate Collective Agreement, and are made without precedent or prejudice to similar or like cases. Such a decision shall be final and binding upon both parties and no further action may be taken on that grievance by any means.

Article 39

NO CONTRACTING OUT

- 39.01 There shall be no contracting out of bargaining unit work to the extent that it would cause the lay-off, continuance of a lay-off, or the reduction of hours of work of any regular Employee.

Article 40

LABOUR/MANAGEMENT COMMITTEE

- 40.01 **A** Labour/Management Committee shall be formed to consult on matters of mutual interest.
- 40.02 The Committee shall be comprised of two representatives selected by the Union and **two** representatives selected by the Employer.
- 40.03 **The** Committee shall meet at mutually agreeable times.
- 40.04 An Employee shall be paid at the straight time rate for attendance at ~~these~~ Committee meetings, even if overtime would normally be paid according to Article 25.

Article 41

SAFETY AND HEALTH

- 41.01 (a) An Employee shall have the right to refuse to work in situations which can reasonably be considered dangerous.
- (i) "Danger" means any hazard or condition that could reasonably be expected to cause injury or illness to an Employee or other persons exposed thereto before the hazard or condition can be corrected.
- (ii) **An Employee may** refuse to do any particular act or series of acts at work which he has reasonable grounds to believe are dangerous to his health or safety or the health and safety of any other person at the place of employment until sufficient steps have been taken to satisfy him otherwise, or until a Government Safety Officer or his representative **has** investigated the matter and advised him otherwise.
- (iii) The Employer shall not assign another Employee to do the work assignment until a Union representative and an Employer representative have investigated the situation and deemed it to be safe.
- (b) **A** first aid **kit** will be available in the Hospital, and will be kept in **good** condition and accessible and available to Employees at all times.
- (c) The Employer will encourage Employees to take first aid and CPR courses offered by the Hospital, and will **assume the** costs of such courses, and also **the** costs of **refresher** courses offered by the Hospital **required to** maintain the validity of a certificate, where the Employer requires such certification **as a** condition of employment. Where the Employer requires an Employee to take first aid or CPR training he shall be paid at the applicable rate **for** all time spent in such required training.
- (d) The Employer shall provide, at **no** expense to the Employee, appropriate transportation to the nearest physician or medical facility and **from** there to his

home or place of work depending on the decision of the attending physician, when such services are immediately required for an Employee as a result of injury or serious ailment occurring in the work place. If the Employee receives compensation from any source for expenses incurred on the Employee's behalf by the Employer in such a situation, the Employer may recover that amount from the Employee.

- (e) (i) The Employer may require an Employee to undergo an occupational health examination by a qualified medical practitioner, if so the examination will be conducted at no expense to the Employee. The Employee shall have the choice of a qualified practitioner to conduct any required examinations, subject to the Employer's prior reasonable approval.
- (ii) An Employee shall be granted leave with pay to attend the examination and the Employer shall assume the cost of any travel expenses.
- (iii) All occupational health information, forms and records transmitted or used in connection with these occupational health examinations will be conveyed to the Employee involved and the Employer, and maintained in a medical confidential status.
- (f) The Employer shall provide and pay for protective devices, clothing and other equipment which is reasonably necessary to properly protect Employees from injury and unhealthy conditions. The Employer shall make provisions for the proper cleaning and maintenance of all such safety equipment, devices and clothing at no cost to the Employees. Employees shall accept responsibility for all equipment, devices and clothing provided to them and shall report any loss or breakage to the Employer forthwith. Employees wilfully misusing, neglecting or failing to report the loss of equipment, devices and clothing provided to them shall be required to pay the cost of replacement.

41.02 (a) The Employer shall identify in writing in both appropriate languages, new or presently used chemicals, substances or equipment present in the work area including hazards or suspected hazards, precautions and antidotes or procedures to be followed following exposure.

(b) The Employer shall endeavour to make available to Employees current copies of applicable health and safety Legislation, Regulations and Employer Policies.

41.03 The Employer shall not use in the work place any video display terminal that is not approved by the Canada Standards Association.

Article 42

EMPLOYEES' ASSISTANCE PROGRAM

42.01 The Employer will deal with the matter of poor work performance resulting from suspected alcohol or drug addiction confidentially taking into consideration the following provisions:

- (a) that alcohol and drug addictions are medical disorders, and

- (b) that an Employee should be encouraged to remedy a disorder due to an addiction, and
- (c) that benefits normally extended to Employees during the time of illness shall be extended to an Employee suffering from an addiction at such a time that he or she seeks to correct this disorder, and
- (d) that the decision to undertake treatment is the responsibility of the Employee, and
- (e) that the decision to seek treatment will not of itself affect job security.

Article 43

ULTIMATE REMOVAL ASSISTANCE

- 43.01 An Employee **who** terminates his employment and certifies his intention ~~of~~ leaving the Northwest Territories or moving to another settlement within the Northwest Territories, will be entitled to Ultimate Removal Assistance, as outlined in this Article.
- 43.02 Employees who have been provided with removal assistance upon initial appointment will be entitled to the benefits of this Article after two (2) years of continuous employment.
- 43.03 (a) The percentage of approved expenses paid vary with the length of continuous employment as follows:

<u>Length of Service</u>	<u>Entitlement</u>
less than 2 years	none
2 years but less than 3	50% of approved costs
3 years but less than 4	75% of approved costs
over 4 years	100% of approved costs
over 20 years	100% of approved costs to any destination in Canada

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

- (i) Laid off **Employees** shall be eligible for one hundred percent (100%) ultimate removal assistance regardless of length of service.
- (ii) The dependants of a deceased Employee shall be eligible for one hundred percent (100%)ultimate removalassistance regardless of length of service (including the costs of shipping the body).
- (iii) Part-time Employees shall be eligible for **ultimate removal** assistance on a pro-rated basis.

- (b) The schedule below defines the maximum weights of effects that the Employer will pay for. Coverage also includes crating charges and the limits include weights of the crates. This table applies to all Employees:
- (i) In furnished accommodation:
 - Employee without dependants • maximum 680 kg (1500 lbs.)
 - Employee with dependants • maximum 1814 kg (4000 lbs.)
 - (ii) Not in furnished accommodation:
 - Employee without dependants • maximum 1814 kg (4000 lbs.)
 - Employee with dependants • maximum 6804 kg (15000 lbs.)
- (c) In addition to shipment of effects, ultimate removal also covers the travel expenses of the Employee and his dependants, as follows:
- travel by commercial carrier to "eligible destination".
 - accommodation and meal costs (at rates specified in the Duty Travel Article 45) only at points between Hay River and the "eligible destination", and only when stopovers are a result of airline schedules.
 - for travel by means other than air, the equivalent of economy airfare; no additional travel expenses for stopovers will be paid.
- (d) In this Article "eligible destination" means, and total assistance shall **only** be provided from, Hay River to the point of initial recruitment or to the actual new domicile, whichever results in the lesser expense.

43.04 Limitations:

- Only one entitlement will be paid per household.
- Removal must be made by the most economical and direct means **available**. Claims must be substantiated by bona fide freight bills.
- Payment will not be made for meals, lodging, or any other expenses except as allowed in Clause 43.03(c).
- In the case of an Employee who has received vacation leave travel assistance in the same half of the fiscal year in which the ultimate removal is claimed, the approved total of removal assistance will be reduced by the amount of the received vacation leave travel assistance.
- The Employer will not pay removal assistance to an Employee who receives duplicate assistance from another employment source.

An Employee must move from his community of residence in order to receive removal assistance. The move must take place within thirty (30) days of termination of employment except in extenuating circumstances approved by the Employer.

- 43.05 To claim removal assistance, the Employee must submit an application for Ultimate Removal Assistance. The Employer will calculate the entitlement and will requisition airline tickets and movers as required.
- 43.06 For those Employees who choose to drive to their destination, all claims must be accounted for. Therefore "Equivalent Economy Airfare" will be issued at sixty percent (60%) upon termination. After the Employee reaches the final destination, the claim portion of the travel authorization and expense claim form accompanied by gas or other substantiating receipt indicating arrival at destination, should be sent to the Employer. When this form has been processed, a cheque for the remaining forty percent (40%) will be issued and sent to the Employee's forwarding address.
- 43.07 Employees who have eligible stopover expenses shall submit a claim form with receipts, in the usual way.
- 43.08 Locally hired Employees and their dependants are only eligible for ultimate removal assistance under this Article as follows:

<u>Length of Service</u>	<u>Entitlement</u>
more than ten (10) years of continuous service	100% of approved costs
more than twenty (20) years of continuous service	100% of approved costs to any destination in Canada

Article 44

REMOVAL EXPENSES ON INITIAL APPOINTMENT

- 44.01 The Employer will reimburse an Employee for reasonable expenses incurred in moving with his dependants to Hay River on initial hiring.
- 44.02 The following entitlements are subject to the limitations in Clause 44.06. Where the expenses for meals, lodgings, or other items cannot be kept within the entitlements laid down in this Article, the Claimant must explain the circumstances on his claim, and they must be approved by the Employer.
- 44.03 The following travelling expenses are allowed:
- (a) transportation by:
 - (i) the most economical airfare (e.g. family pian);
 - (ii) first class rail including multiple accommodation (drawing room, bedroom or compartment) for persons travelling with small children;
 - (iii) privately owned car (refer to Article 45 • Duty Travel).
 - (b) the actual cost of meals and incidental expenses may be claimed up to a maximum of fifteen dollars (\$15.00) per day for the Employee and each dependant six (6) years of age and over, and ten dollars (\$10.00) for each dependant under six (6) years of age, upon the submission of receipts;

- (i) at the start of the journey for a maximum of three (3) days;
 - (ii) enroute for the time required to make the direct journey. Employees travelling by car will be allowed lodging and meal costs of not more than one day for each 644 km. (400 miles) of the trip, using the distances given in the Canadian Warehousing Official Distance Guide where these are listed and on the generally accepted kilometrages for the most direct route for other enroute distances. The maximum claim payable for kilometrages, meals, and lodging enroute cannot exceed the total expense that would have been incurred had the trip been made under paragraph 44.03(a)(i).
 - (iii) in Hay River while awaiting furniture or accommodation for up to twenty-one (21) days if dependants accompany the Employee or up to ten (10) days if dependants are not with the Employee.
 - (iv) for periods of interim lodging and meals at the start of the journey of more than three (3) days and for periods of interim lodging and meals at Hay River of more than twenty-one (21) days or ten (10) days, as applicable, the Employer may, in exceptional circumstances such as the lack of accommodation in Hay River approve reimbursement for an additional period in reduced amounts to a maximum of \$7.50 per day per adult and \$5.00 per day for each child under six (6) years of age which will allow for the saving in home costs during the period.
 - (v) under no circumstances will an Employee be granted interim lodging and meals exceeding twenty-one (21) days or ten (10) days as applicable, including the period at the start of the journey and at Hay River, without the approval of the Employer or his delegate.
- (c) excess baggage charges to a maximum of six (6) pieces not more than 32 kg. (70 lbs.) each for the Employee and two (2) pieces not more than 32 kg. (70 lbs.) each for each dependant where:
- (i) effects are moved separately by a slower method of transportation;
 - (ii) no other expenses are paid for the movement of effects.
- (d) expenses for telegrams and telephone calls necessary to expedite shipment of effects.

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

- (a) where furnished accommodation is not provided at Hay River, the movement of effects not exceeding:
 - (i) for an Employee who does not have dependants residing with him, 1814 kg. (4000 lbs.);
 - (ii) for an Employee who has dependants residing with him, 6804 kg. (15000 lbs.).
- (b) where furnished accommodation is provided by the Employer at Hay River, the movement of effects not exceeding;

- (i) for an Employee who does not have dependants residing with him, removal assistance for 680 kg. (1500 lbs.) of effects;
 - (ii) for an Employee who has dependants residing with him removal assistance of 1814 kg. (4000 lbs.) of effects,
- (c) where an Employee's normal place of residence **is** a mobile home, owned by him, the Employer may authorize him to **move** the mobile home and reimburse him to the extent the Employer considers the expenses reasonable **in** the circumstances provided the Employee does not otherwise claim expenses for shipment of effects. No expenses may be claimed for moving transportable or sectionalized homes or other types of quasi-permanent accommodation. For purposes of this clause "mobile home" **is** defined **as** a permanent residence, on its own wheeled undercarriage, designed for highway travel, and includes equipment and furnishings installed by the manufacturer. Justifiable expenses that may be claimed include the following, however in exceptional cases the Employer may allow the total expenses claimed to exceed the maximum expenses allowed:
- (i) preparation of the installed equipment and furnishings of the home for the move and disconnection of domestic services;
 - (ii) in-transit insurance for the mobile home and contents **up to a** maximum coverage of \$30,000.00;
 - (iii) in-transit charges for ferry and bridge tolls, taxes, etc.;
 - (iv) preparation of the installed equipment and furnishings of the home for occupancy after the move and connection of domestic services to existing on-site terminals.
- (d) cost of packing, crating, unpacking, uncrating, transportation and in-transit insurance. If professional movers are not available in the community, the Employer may authorize payment for the cost of packing materials purchased by the Employee from local stores and the cost of making crates, etc. by local people in lieu of packing **costs** by a professional mover.
- (e) temporary storage pending availability of permanent accommodation where authorized by the Employer.
- (f) long term storage at the nearest commercial storage facility when it is not in the interest of the Employer to **move** the effects. Under normal circumstances, this storage will not exceed three (3) years without the approval of the Employer.
- (g) reimbursement of incidental expenses of the **move** not specifically provided in this Article not exceeding:
- (i) \$250.00 for **an** Employee moving into unfurnished accommodation;
 - (ii) \$125.00 for **an** Employee moving into furnished accommodation.
- (h) the Employer shall provide to **new** Employees **with** their letter of offer a list of basic furnishings provided to Employees in any available furnished accommodation.

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

44.06 The following limitations shall apply:

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

44.07 The Employer shall:

- (a) (i) request the Employee to obtain from at least two (2) carriers, if possible, a quotation on moving his effects to his place of duty, including proposed date of delivery;
- (ii) review the estimates and advise the successful moving company to commence the move upon direction from the Employer.
- (b) advise the Employee of the name of the moving company selected to perform the move.
- (c) issue the necessary travel advances and, if required, transportation warrants.

44.08 Within thirty (30) days of arrival, the Employee shall submit:

- (a) a completed Travel Authorization and Expense Claim, attaching supporting receipts;
- (b) where reimbursement of incidental expenses is claimed under paragraph 44.04(g) a completed certificate as follows:

"Certifies that I have, incurred expenses incidental to this move and not otherwise claimable in the amount of \$_____."

Claimant

- (c) a cheque for any unexpended balance of advances issued.

- 44.09 The Employer shall provide new Employees with an information package specifically detailing what is covered by the provisions of this Article.
- 44.10 All claims for removal expenses on initial appointment shall be paid within **six (6)** weeks of receiving an expense claim from the Employee.

Article 45

DUTY TRAVEL

- 45.01 An Employee who is authorized to travel **on** the Employer's business will be reimbursed for reasonable expenses incurred.
- 45.02 The entitlements set out hereunder are subject to limitations in clauses 45.05, 45.07 and 45.08. Where the expenses for meals, lodging and other items cannot be kept within the entitlements laid down in this Article, the Claimant must explain the circumstances on his claim and justify actual expenses by receipts, which must be approved by the Employer.
- 45.03 The cost of transportation is authorized as follows:
- (a) economy air (Employees may be entitled **to** travel first class if proof is provided that economy air was not available on a required flight);
 - (b) privately owned vehicle (refer to Clause 45.09 through 45.12);
 - (c) chartered aircraft;
 - (d) first class rail with sleeping car, duplex roomette, or parlour car chair except that coach class should normally be used for short trips;
 - (e) rented or hired cars - where this is the most reasonable or economical means of travel. Employees renting vehicles are **to** ensure that the rental charge includes an item for cost of insurance coverage for damage to the vehicle and that there is insurance against all liability.
- 45.04 (a) Commercial accommodation (not exceeding fifteen **(15)** calendar days) - Employees will be reimbursed for actual costs of authorized accommodation. Where possible Employees shall use hotels which provide special rates for Hospital Employees. When making a reservation with a listed hotel, it should be clearly indicated that the accommodation is for a Hospital Employee in travel status and **is to** be at the agreed rate. Commercial accommodation expenses must be accompanied by receipts.
- (b) Accommodation for periods in excess of fifteen **(15)** calendar days - Normally the Employee will be expected to make appropriate arrangements for suitable rental accommodation at weekly or monthly rates. This should be arranged prior to the start of the period in travel status or shortly after arrival.
 - (c) Non-commercial accommodation - Where Employees make private arrangements for overnight accommodation, they may claim \$13.50 for each night. **This** rate will be adjusted as the Federal Treasury Board rate is changed.

- 45.05 (a) Expenses claimed under this heading are for the cost of meals consumed and for such incidental expenses as tips to miscellaneous service personnel, etc.

For periods of duty and medical travel not exceeding fifteen (15) calendar days, a per diem rate of \$47.80 will be paid. In the event an Employee is in travel status for a part day **only**, the following amounts may be claimed:

(i) Breakfast	\$ 8.25
(ii) Lunch	\$10.10
(iii) Dinner	\$23.45
(iv) Incidentals	\$ 6.00

If meals are provided as part of the cost of transportation, they cannot be claimed for by the Employee.

These rates will be adjusted as the Federal Treasury Board rates are changed.

NOTE:

Where the actual cost of meals and services exceeds the maximum allowance, and where the reason for this excess can be justified, and the expenses supported by receipts (cost of meals is not to be included **on** hotel bill), the Employee will be reimbursed for the actual expense incurred. Where receipts cannot be provided, reimbursement will be made for the meal allowances outlined above.

- (b) Except in communities where housekeeping units or reasonable room and board are not available, when travel status extends beyond fifteen (15) calendar days in one location, the maximum amount claimable for meals shall be reduced to \$15.00 per day inclusive for all days in excess of fifteen (15) calendar days.

45.06 Employees may be reimbursed for:

- (a) long distance telephone calls of an official nature providing that an explanation is provided. Where an Employee is required **to** remain absent from his home over a weekend, and has been on continuous travel **status** for two (2) or more days preceding the weekend, he shall be reimbursed for a personal long distance call not to exceed five (5) minutes (to be supported by receipts where available);
- (b) baggage • for storage and excess baggage charges where this is in the performance of duty and a satisfactory explanation is provided;
- (c) taxis - the use of taxis must be explained except where the purpose **is** self-evident. Taxis should not be authorized for repeated trips between the same place where convenient public transportation is available;
- (d) laundry - after two consecutive days on duty travel, a maximum of \$2.00 per **day** for each subsequent day supported by receipts in all cases;
- (e) local phone calls for business purposes;
- (f) payment of casual wages for service personnel where a satisfactory explanation is provided, not to exceed \$50.00, supported **by** receipts in all cases.

- (g) Employees may be reimbursed a maximum of \$15.00 per day per child, upon provision of receipts, if the Employee, due to the requirement to travel on behalf of the Employer, incurs child care expenses which exceed those which would have been normally incurred.

45.07 No item of "other expenses" or transportation in excess of \$5.00, will be reimbursed unless it is supported by a receipt.

Employees required to travel on behalf of the Employer and on medical travel shall receive an advance of funds prior to their trip in the approximate amount as will be required for the duration of the travel and stay. Requests for travel advances must be submitted at least three (3) working days before the start of duty travel. Amounts spent must be verified by receipts as specified in this section, and any remaining travel advance monies must be returned to the Employer forthwith on reporting to work after completing duty travel, together with all required receipts and expense verification.

45.08 The following expenses will not be allowed:

- (a) purchase of briefcases, fountain pens, tools or any other supplies or equipment;
- (b) rental of television or radio receiving sets, where not included in the charge for lodgings;
- (c) purchases of a personal nature, such as baggage, clothing, etc.
- (d) subject to Clause 45.06(a), telephone, telegraph, cable, or radio messages of a personal nature except in the case of unavoidable delay in arrival home;
- (e) expenses of any kind incurred during stopovers for personal reasons or during periods of leave, with or without pay;
- (f) any losses of money or of personal belongings.

45.09 (a) The Employer will reimburse an Employee who with prior authorization uses a privately owned car for necessary travel on Hospital business.

(b) The use of a privately owned car shall not be authorized when, because of the additional time involved, commercial transportation would be more reasonable and practicable.

(c) When the total cost of the trip, including the cost of meals, lodging and incidental expenses exceeds the cost of the same journey by ordinary commercial means, reimbursement shall be limited to the commercial cost.

45.10 Subject to Clauses 45.11 and 45.12, the following entitlements are provided:

(a) where the use of privately owned car is authorized:

(i) for the Employer's rather than the individual's convenience • an allowance of .35 cents per kilometer for travel within the Territories and 29.5 cents per kilometer for travel elsewhere;

(ii) for the individual's rather than the Employer's convenience • an allowance of 12.5 cents per kilometer.

These rates will be adjusted as the Federal rates are changed.

- (b) reimbursement for ferry, bridge, road and tunnel tolls and parking charges;
- (c) other travel expenses where applicable.

45.11 The following limitations shall apply:

- (a) persons not covered by personal insurance shall not be authorized to use a private car on Hospital business;
- (b) the Employer will not pay for any additional cost of insurance which may be required on the Employee's car by reason of using it on Hospital business;
- (c) the distance allowance for enroute travel shall be calculated:
 - (i) for enroute travel, on distances given in the Canadian Warehousing Official Distance Guide, where these are listed;
 - (ii) for other enroute distances, on the generally accepted kilometrages for the most direct route,
- (d) no additional distance allowance will be paid where other Employees on duty are carried as passengers.

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

45.13 The Employer will reimburse Employees for unusual transportation expenses necessarily incurred while carrying out their duties within the Hay River area.

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

- (a) for a taxi between home and place of duty where the Employee is required to work unscheduled hours and circumstances such as the combination of late hours, weather and distance make it unreasonable to use his normal means of getting to or from work;
- (b) where transportation is necessary for such reasons as the carrying of bulky documents or because of the time factor and the method chosen is the most economical under the circumstances.

45.15 Except with the prior approval of the Employer, no payment shall be made for daily transportation expenses within Hay River between the home of an Employee and the Hospital.

Article 46

SHORT TERM LEAVE FOR TRAINING PURPOSES

- 46.01 Leave without pay to take advanced or supplementary professional or technical training of less than one academic year may be granted to Employees upon the approval of the Employer.
- 46.02 Such leave shall be based on an appraisal of the present and future job requirements and the qualifications of the Employee applying therefor and shall be granted only to meet the identified needs of the Employer.
- 46.03 (a) Full or partial financial assistance in respect of salary, tuition, travelling and other expenses may be granted during such leave:
- (i) where the Employee has become technically obsolete and requires retraining to satisfactorily carry out the work assigned to him; or
 - (ii) where the courses are required to keep the Employee abreast of new knowledge and techniques in his field of work; or
 - (iii) where qualified persons cannot be recruited to carry out essential work and it is necessary to train present Employees.
- (b) When an Employee provides the Employer with evidence that he has successfully completed a course the Employer may reimburse the Employee for tuition fees paid by him with respect to the course if the course is of value to the Employee's work and does not require him to be absent from duty.
- (c) Under this Article, leave with full or partial financial assistance in respect of salary will carry with it the obligation for the Employee to return after leave to work for the Employer for a period equivalent to the leave.
- 46.04 Where a request for leave under Clause 46.01 and 46.02 has been submitted by an Employee, the Employer shall, within sixty (60) calendar days from the date of the Employee's submission, advise the Employee whether his request has been approved or denied.

Article 47

CIVIL LIABILITY

- 47.01 If an action or proceeding is brought against any Employee or former Employee covered by this Agreement for an alleged tort committed by him in the performance of his duties, then:
- (a) The Employee, upon being served with any legal process, or upon receipt of any action or proceeding as hereinbefore referred to, being commenced against him shall advise his immediate supervisor of any such notification or legal process;

(b) The Employer shall:

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

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

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

Article 48

DISCIPLINE

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

Article 49

VACANCIES, JOB POSTING, PROMOTIONS AND TRANSFERS

49.01 When the Employer elects to create and fill a new position, or to fill a vacancy in an existing position, within the Bargaining Unit, the Employer shall post notice of the position on the Union Notice Board. This requirement shall only apply to part-time, full time and term positions. The job posting shall state the job classification, rate of pay, shift and required qualifications of the job. An Employee who wishes to apply for a position so posted shall do so in writing on or before the closing date as advertised on the posting. The Employer shall not advertise externally for a specific position before posting the position internally.

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

49.02 In making selections, promotions and appointments within the Bargaining Unit, where the required qualifications, skills and abilities of an applicant demonstrably exceed

those of more senior applicants, that applicant may be awarded the position. Otherwise, the senior qualified applicant shall be awarded the position.

- 49.03 Employees newly appointed to a position shall serve a trial period of five hundred and twenty (520) hours worked, to commence on the first day worked in the new position. The Employer, subject to agreement with the Union, may extend the trial period of an Employee up to an additional five hundred and twenty (520) hours worked.
- 49.04 At any time during, or at the conclusion of the trial period, or any agreed extension thereof. at the election of either the Employer or the Employee, the Employee may request or be required to return to the position she occupied prior to her appointment. Any other Employee promoted or transferred because of the Employee's initial appointment shall also be returned to her former position, and such returns shall not constitute demotions or filling of positions under this Agreement.
- 49.05 Applicants for transfer and/or promotion shall be informed in writing of their acceptance or rejection within five (5) working days of the date of appointment.
- 49.06 No Employee shall be transferred to a position outside the Bargaining Unit without his consent. If an Employee is transferred to a position outside the Bargaining Unit, he shall retain his seniority accumulated up to the date of leaving the Unit, but will not accumulate further seniority. If the Employee returns to a position in the Bargaining Unit he shall do so with his seniority accumulated up to the date of transfer outside the Unit.
- 49.07 No Employee shall be transferred to another department within the Bargaining Unit, without his consent.
- 49.08 New Employees shall not be hired into a classification affected by lay-off until any Employees laid off from that classification, with subsisting rights of recall, have been given an opportunity of recall.

Article 50

PENSION PLAN AND BENEFITS

- 50.01 The Employer shall continue to maintain and administer its existing pension plan for eligible Bargaining Unit Employees, for the period of this Agreement.
- 50.02 The Employer will provide and maintain current levels of Employee benefit coverage through a policy or policies of insurance or plans to cover eligible Employees for the period of this Agreement.
- 50.03 In particular, the Employer will provide and maintain a policy or policies of insurance or plans providing the following types of benefits, subject to usual conditions and limitations:
- (a) Life Insurance and Accidental Death and Dismemberment Insurance;
 - (b) Long Term Disability Insurance;
 - (c) Dental Insurance;

- (d) The Employer shall implement a prescription drug benefit plan for Employees, and shall make every reasonable effort to do so by no later than January 1, 1991. Employees may be required to pay up to fifty percent (50%) of the premiums for the plan.
- 50.04 Employee benefit coverage shall be provided only to eligible Employees. Eligibility for coverage and benefits shall be subject to all terms and conditions of the applicable insurance policy, policies, or plans.
- 50.05 The Employer shall pay the full cost of premiums required for the cost of Dental Insurance. For Life Insurance, Accidental Death and Dismemberment Insurance, and Long Term Disability Insurance, the Employer shall pay fifty percent (50%) of the premiums, and the Employee shall pay the remaining fifty percent (50%). Employees shall also pay the full cost of Health Care premiums to be deducted from their pay, and the full cost of any optional, additional insurance coverage which they may select.
- 50.06 The Labour-Management Committee will analyze and discuss the benefit plan coverage with a view to recommending improvements to the Hospital Board and the Union.
- 50.07 All full time Employees required to wear uniforms which are not provided by the Employer shall be given an allowance of \$25.00 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 Hospital.
- 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.

Article 51

BILINGUALISM

- 51.01 The Employer shall notify the Employee and/or the Union that a position has been designated bilingual (i.e. present incumbent, vacant position and newly created position) at least one (1) month in advance, for the purpose of review and consultation with the Union.
- 51.02 The Employer agrees that a unilingual Employee incumbent in a position designated as bilingual may retain that position, provided he undertakes language training to meet the requirements of the bilingual position, within a period of up to six (6) months.
- 51.03 An Employee may, at his own option, choose to transfer to another position in order to assist in the filling of this position with a person who better meets the revised qualifications, subject to the Employer's approval.
- 51.04 Employees, other than Employees assigned duties of translation and interpretation in their job descriptions, who are required by the Employer to use two or more of the official languages or official aboriginal languages of the Northwest Territories on a day to day basis shall receive a bilingual bonus of \$500.00 per annum, to be paid bi-weekly.

Article 52

MAINTENANCE

- 52.01 The provisions of this Article shall apply to all positions in the maintenance department.
- 52.02 Maintenance and Trades Employees shall be permitted paid wash-up time to a maximum of ten (10) minutes at the conclusion of each shift. In unusual circumstances this period may be extended by the Employee's supervisor to a maximum of fifteen (15) minutes.
- 52.03 (1) The Employer will provide the following articles of safety clothing and equipment, as required:
- (i) hard hats
 - (ii) aprons
 - (iii) welding goggles
 - (iv) dust protection
 - (v) eye protection, except prescription lenses
 - (vi) ear protection
 - (vii) coveralls
- (2) The Employer shall replace the articles mentioned in (1) above as required when they are presented worn or damages beyond repair by an Employee, at no cost to the Employee. Employees shall accept responsibility for all safety clothing and equipment provided to them, and shall report any loss or breakage to the Employer forthwith. Employees wilfully misusing, neglecting or failing to report the loss of safety clothing and equipment provided to them shall be required to pay the cost of replacement.
- 52.04 The Employer shall provide and pay for tools which the Employer deems necessary for use in the maintenance department. Employees shall accept responsibility for all tools provided to them, and shall report any loss or breakage to the Employer forthwith. Employees wilfully misusing, neglecting or failing to report the loss of tools provided to them shall be required to pay the cost of replacement.

Article 53

APPRENTICES

- 53.01 The following are agreed upon terms and conditions of employment for Employees engaged as formally indentured apprentices:
- (a) The Apprentices and Tradesman Act and regulations thereunder shall apply to all Apprentices. A copy of the applicable regulations shall be supplied to the Apprentice upon appointment.
 - (b) The recognized Apprenticeship Training Programs shall be those listed in the "Apprentice Training Schedule" pursuant to the Apprentices and Tradesmen Act.

- (c) **Pay** increases shall not be automatic but will be based upon levels of certification issued by the **Apprentices Branch** and shall be effective **from** the date of certification.
- (d) Apprentice rates will be based on a percentage of the appropriate journeyman rate in this Agreement, **as** follows:

four year training programs

year 1	55%
year 2	65%
year 3	75%
year 4	85%

three year training programs

year 1	60%
year 2	70%
year 3	80%

two year training programs

year 1	65%
year 2	80%

one year training programs

year 1	70%
--------	-----

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

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

Article 54

CREDIT FOR PREVIOUS EXPERIENCE

- 54.01 Wage rates for new and rehired Employees shall be established as follows, if applicable:
- (a) Employees **who** have previously been employed with the Employer in the **same** or similar position shall receive one hundred percent (100%) credit for previous experience, up to a maximum of Step 3 in the **appropriate** classification, **and** provided they are rehired within two **(2)** years of terminating employment at the Hospital.
 - (b) For an Employee who has gained related experience elsewhere, they may be placed at one extra level for each one (1) year of experience, up to a maximum of Step 3 in the appropriate classification.

HOUSING ALLOWANCE

- 55.01 All regular full time Employees shall receive a housing allowance of four hundred and fifty dollars (\$450.00) per month.
- 55.02 Regular part-time and term Employees shall receive a housing allowance of \$2.60 per hour worked, to be paid monthly, to a maximum of four hundred and fifty dollars (\$450.00) per month.
- 55.03 In the event that funding for this purpose increases, rates **under** this Article will correspondingly increase.

Article 56

SEVERANCE PAY

- 56.01 An Employee who has one year or more of continuous employment and **who** is laid off is entitled to be paid severance pay at the time of lay-off.
- 56.02 In the case of an Employee who is laid off for the first time following the signing of this Agreement, the amount of severance pay shall be two **(2)** weeks pay for the first complete year of continuous employment, **two** (2) weeks pay for the second complete year of continuous employment and one (1) weeks pay for each succeeding complete year of continuous employment. The total amount of Severance pay which may be **paid** under this Clause shall not **exceed** **twenty-eight (28)** weeks pay.
- 56.03 In the case of an Employee who is laid off for a second or subsequent time following the signing of this Agreement, the amount of severance pay shall be two (2) weeks pay for the first complete year of continuous employment after **re-engagement** and one (1) weeks pay for each succeeding complete year of continuous employment **less any** period in respect of which he **was** granted severance pay by the Employer from the previous

lay-off but the total amount of severance pay which may be paid under this Clause shall not exceed twenty-seven (27) weeks pay.

56.04 In no case shall a total in excess of twenty-eight (28) weeks severance pay be paid, regardless of the number of times an Employee is laid off.

56.05 An Employee who resigns after four (4) years of continuous employment is entitled to be paid severance pay on resignation in accordance with the following formula:

$$\frac{\text{number of years of service} \times \text{weekly rate of pay on resignation}}{2}$$

less any period of continuous employment in respect of which severance pay was previously granted, to a maximum of thirteen (13) weeks pay.

56.06 (a) This Clause shall apply to an Employee who retires.

(b) When employment terminates for the reason stated in (a) above, the Employee shall be paid severance pay equal to the product obtained by multiplying his weekly rate of pay on termination of employment by the number of completed years of his continuous employment to a maximum of thirty (30), less any period of continuous employment in respect of which severance pay was previously granted.

(c) When employment terminates for the reason stated in (a), the Employee shall have the right to waive his entitlement to severance pay and, in lieu thereof, be granted an equivalent period of leave with pay.

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

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

Article 57

RE-OPENER OF AGREEMENT AND MUTUAL DISCUSSIONS

57.01 This Agreement may be amended by mutual consent.

57.02 The Employer and the Union acknowledge the mutual benefits to be derived from dialogue between the parties and are prepared to discuss matters of common interest.

Article 58

DURATION AND RENEWAL

- 58.01 The term of this Agreement shall be from the date of final ratification to March 31, 1992. The pay schedules contained in Appendix "A" and the Housing Allowance contained in Article 55 shall apply from April 1, 1989. Article 36.03 shall apply with complete retroactivity. All other provisions of this Agreement take effect on the date of final ratification of this Agreement.
- 58.02 Notwithstanding the preceding, the provisions of this Agreement, including the provisions for the adjustments of disputes in Article 38, shall remain in effect during the negotiations for its renewal and until a new Agreement becomes effective, or until requirements of Section 89(1) of the Canada Labour Code have been met.
- 58.03 Within three (3) months preceding the termination of this Agreement, either party may, by written notice, require the other party to commence bargaining collectively with a view to the conclusion, renewal or revision of the Collective Agreement.
- 58.04 Where notice to commence collective bargaining has been given under Clause 58.03, the Employer shall not without consent on behalf of the Employees affected, increase or decrease salaries or alter any other term or condition of employment of Employees in the Bargaining Unit which was in force on the day on which the notice was given until a renewal or revision of the Agreement, or a new Collective Agreement has been concluded, as provided by Section 50 of the Canada Labour Code, or until the requirements of Section 89(1) of the Canada Labour Code have been met.

Article 59

PROFESSIONAL REGISTRATION FEES

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

APPENDIX, A

RATES OF PAY EFFECTIVE APRIL 1, 1989
(40 hours per week)

Classification Salary Base

	1	2	3	4	5	
Accounting Clerk (1950 hours)	28,201 14.46	29,006 14.88	29,849 15.31	30,745 15.77	31,676 16.24	32,654 16.75
Computer Systems Manager (1950 hours)	32,815 16.83	33,797 17.33	34,820 17.86	35,892 18.41	37,025 18.99	38,214 19.60
Admitting Clerk	26,692 12.83	27,425 13.19	28,201 13.56	29,006 13.95	29,849 14.35	30,745 14.78
Medical Records Technician	30,054 14.45	30,956 14.88	31,890 15.33	32,887 15.81	33,931 16.31	35,018 16.84
Assistant Medical Records Technician	29,204 14.04	30,054 14.45	30,956 14.88	31,900 15.34	32,887 15.81	33,931 16.31
Certified Nursing Assistant	30,054 14.45	30,956 14.88	31,900 15.34	32,887 15.81	33,931 16.31	35,018 16.84
Nursing Aide	26,870 12.92	27,614 13.28	28,390 13.65	29,204 14.04	30,054 14.45	30,956 14.88
Ward Clerk (1950 hours)	26,692 12.83	27,425 13.19	28,301 13.56	29,006 13.95	29,849 14.35	30,745 14.78
Laboratory & Diagnostic Imaging Technician	38,201 18.37	39,448 18.97	40,758 19.60	42,132 20.26	43,578 20.95	45,092 21.68
Assistant Laboratory & Diagnostic Imaging Technician	36,156 17.38	37,297 17.93	38,495 18.51	39,754 19.11	41,075 19.75	42,460 20.41
Homemaker	22,580 10.86	23,127 11.12	23,788 11.44	24,431 11.75	25,106 12.07	25,786 12.40

Classification Salary Base

	1	2	3	4	5	6
Cook #1	30,054 14.45	30,956 14.88	31,900 15.34	32,887 15.81	33,931 16.31	35,018 16.84
Admitting Clerk Supervisor	28,201 13.56	29,006 13.95	29,849 14.35	30,745 14.78	31,676 15.23	32,654 15.70
Housekeeping Laundry Dietary Aide & Supply Tech.	26,870 12.92	27,614 13.28	28,390 13.65	29,204 14.04	30,054 14.45	30,956 14.88
Purchasing Assistant & Cook 2	28,390 13.65	29,204 14.04	30,054 14.45	30,956 14.88	31,900 15.34	32,887 15.81
Director of Engineering Services				42,949 20.65	44,413 21.35	45,956 22.09
Maintenance Utility Worker # 1	29,204 14.04	30,054 14.45	30,956 14.88	31,900 15.34	32,887 15.81	33,931 16.31
Maintenance Utility Worker #2 & Grounds Keeper	26,870 12.92	27,614 13.28	28,390 13.65	29,204 14.04	30,054 14.45	30,956 14.88
Rehab. Aide & Activity Coordinator	26,870 12.92	27,614 13.28	28,390 13.65	29,204 14.04	30,054 14.45	30,956 14.88
Activity Aide	25,671 12.34	26,350 12.67	27,058 13.01	27,805 13.37	28,595 13.75	29,416 14.14

APPENDIX A

RATES OF PAY EFFECTIVE JANUARY 1, 1990
(38.75 hours per week)

Classification Salary Base

	1	2	3	4	5	6
Accounting Clerk (1950 hours)	28,201 14.46	29,006 14.88	29,849 15.31	30,745 15.77	31,676 16.24	32,654 16.75
Computer Systems Manager (1950 hours)	32,815 16.83	33,797 17.33	34,820 17.86	35,892 18.41	37,025 18.99	38,214 19.60
Admitting Clerk	26,692 13.25	27,425 13.61	28,201 14.00	29,006 14.40	29,849 14.81	30,745 15.26
Medical Records Technician	30,054 14.92	30,956 15.37	31,900 15.83	32,887 16.32	33,931 16.84	35,018 17.38
Assistant Medical Records Technician	29,204 14.49	30,054 14.92	30,956 15.36	31,900 15.83	32,887 16.32	33,931 16.84
Certified Nursing Assistant	30,054 14.45	30,956 14.88	31,900 15.34	32,887 15.81	33,931 16.31	35,018 16.84
Nursing Aide	26,870 12.92	27,614 13.28	28,390 13.65	29,204 14.04	30,054 14.45	30,956 14.88
Ward Clerk (1950 hours)	26,692 13.25	27,425 13.61	28,201 14.00	29,006 14.40	29,849 14.81	30,745 15.26
Laboratory & Diagnostic Imaging Technician	38,201 18.96	39,448 19.58	40,758 20.23	42,132 20.91	43,578 21.63	45,092 22.38
Assistant Laboratory & Diagnostic Imaging Technician	36,156 17.95	37,297 18.51	38,495 19.10	39,754 19.73	41,075 20.38	42,460 21.07
Homemaker	22,580 11.21	23,127 11.48	23,788 11.81	24,431 12.13	25,106 12.46	25,786 12.80

Classification Salary Base

	1	2	3	4	5	6
Cook #1	30,054 14.92	30,956 15.37	31,900 15.83	32,887 16.32	33,931 16.84	35,018 17.38
Admitting Clerk Supervisor	28,201 14.00	29,006 14.40	29,849 14.81	30,745 15.26	31,676 15.72	32,654 16.21
Housekeeping Laundry Dietary Aide & Supply Tech.	26,870 13.34	27,614 13.70	28,390 14.09	29,204 14.49	30,054 14.92	30,956 15.36
Purchasing Assistant & Cook #2	28,390 14.09	29,204 14.49	30,054 14.92	30,956 15.36	31,900 15.83	32,887 16.32
Director of Engineering Services				42,949 21.32	44,413 22.04	45,956 22.81
Maintenance Utility Worker #1	29,204 14.49	30,054 14.92	30,956 15.36	31,900 15.83	32,887 16.32	33,931 16.84
Maintenance Utility Worker #2 & Grounds Keeper	26,870 13.34	27,614 13.70	28,390 14.09	29,204 14.49	30,054 14.92	30,956 15.37
Rehab. Aide & Activity Coordinator	26,870 13.34	27,614 13.70	28,390 14.09	29,204 14.49	30,054 14.92	30,956 15.36
Activity Aide	25,671 12.74	26,350 13.08	27,058 13.43	27,805 13.80	28,595 14.19	29,416 14.60

APPENDIX A

RATES OF PAY EFFECTIVE APRIL 1, 1990
(38.75 hours per week)

Classification Salary Base

	1	2	3	4	5	6
Accounting Clerk (1950hrs)	29,470 15.11	30,312 15.54	31,192 16.00	32,129 16.48	33,101 16.97	34,123 17.50
Computer Systems Manager (1950 hrs)	34,292 17.59	35,318 18.11	36,386 18.66	37,507 19.23	38,691 19.84	39,934 20.48
Admitting Clerk	27,893 13.84	28,659 14.22	29,470 14.63	30,311 15.04	31,192 15.48	32,129 15.94
Medical Records Technician	31,406 15.59	32,349 16.05	33,336 16.54	34,367 17.06	35,458 17.60	36,594 18.16
Assistant Medical Records Technician	30,518 15.15	31,406 15.59	32,349 16.05	33,336 16.54	34,367 17.06	35,458 17.60
Certified Nursing Assistant	31,406 15.10	32,349 15.55	33,336 16.03	34,367 16.53	35,458 17.05	36,594 17.59
Nursing Aide	28,079 13.50	28,857 13.87	29,668 14.26	30,518 14.67	31,406 15.10	32,349 15.55
Ward Clerk (1950hrs)	27,893 13.84	28,659 14.22	29,470 14.63	30,311 15.04	31,192 15.48	32,129 15.98
Laboratory & Diagnostic Imaging Technician	39,920 19.81	41,223 20.46	42,592 21.14	44,028 21.85	45,539 22.60	47,121 23.39
Assistant Laboratory & Diagnostic Imaging Technician	37,783 18.75	38,975 19.34	40,227 19.96	41,543 20.62	42,923 21.30	44,371 22.02
Homemaker	23,596 11.71	24,213 12.02	24,858' 12.34	25,530 12.67	26,236 13.02	26,946 13.37

Classification Salary Base

	I	2	3	4	5	6
Cook #1	31,406 15.59	32,349 16.05	33,336 16.54	34,367 17.06	35,458 17.60	36,594 18.10
Admitting Clerk Supervisor	29,470 14.62	30,312 15.04	31,192 15.48	32,129 15.95	33,101 16.43	34,123 16.93
Housekeeping Laundry Dietary Aide & Supply Tech	28,079 13.94	28,857 14.32	29,668 14.72	30,518 15.15	31,406 15.59	32,349 16.05
Purchasing Assistant	29,668 14.72	30,518 15.15	31,406 15.59	32,349 16.05	33,336 16.54	34,367 17.06
Director of Engineering Services				44,882 22.27	46,412 23.03	48,024 23.83
Maintenance Utility Worker #1	30,518 15.15	31,406 15.59	32,349 16.05	33,336 16.54	34,367 17.06	35,458 17.60
Maintenance Utility Worker #2	28,079 13.94	28,857 14.32	29,668 14.72	30,518 15.15	31,406 15.59	32,349 16.05
Activity Coordinator	28,079 13.94	28,857 14.32	29,668 14.72	30,518 15.15	31,406 15.59	32,349 16.05
Activity Aide	26,826 13.31	27,536 13.67	28,276 14.03	29,056 14.42	29,882 14.83	30,740 15.26

APPENDIX A

EFFECTIVE APRIL 1, 1991

37.5 hours per Week

This wage grid represents a reduction in the full-time work week to 37.5 hours per week and a wage increase in the amount of 4.5%. In the event that the Consumer Price Index for Canada, as published by Statistics Canada should increase by an amount in excess of 4.5%, as measured by averaging the twelve (12) monthly year over year increases during the period April, 1990 through March, 1991, then all rates of pay shall be increased by the percentage difference between the increase in the Consumer Price Index and 4.5%

Classification Salary Base

	1	2	3	4	5	6
Accounting Clerk	30,796 15.79	31,676 16.24	32,596 16.72	33,575 17.22	34,591 17.74	35,659 18.29
Computer Systems Manager	35,835 18.38	36,907 18.93	38,024 19.49	39,195 20.10	40,432 20.73	41,731 21.40
Admitting Clerk	29,148 14.95	29,949 15.36	30,796 15.79	31,675 16.24	32,596 16.72	33,575 17.22
Médical Records Technician	32,819 16.83	33,805 17.34	34,834 17.86	35,914 18.42	37,054 19.00	38,241 19.61
Assistant Medical Records Technician	31,891 16.35	32,819 16.83	33,805 17.34	34,834 17.86	35,914 18.42	37,054 19.00
Certified Nursing Assistant	32,819 15.78	33,805 16.25	34,834 16.74	35,914 17.26	37,054 17.81	38,241 18.39
Nursing Aide	29,343 14.11	30,156 14.50	31,003 14.91	31,891 15.33	32,819 15.78	33,805 16.25
Ward Clerk	29,148 14.95	29,949 15.36	30,796 15.79	31,675 16.24	32,596 16.72	33,575 17.22
Laboratory & Diagnostic Imaging Technician	41,176 18.18	43,078 22.09	44,509 22.82	46,009 23.59	47,588 24.40	49,241 25.25

Classification Salary Base

	1	2	3	4	5	6
Assistant Laboratory & Diagnostic Technician	39,483 20.25	40,729 20.89	42,037 21.56	43,412 22.26	44,855 23.00	46,368 23.78
Homemaker	24,658 12.65	25,303 12.98	25,977 13.32	26,679 13.68	27,417 14.06	28,159 14.44
Cook #1	32,819 16.83	33,805 17.34	34,834 17.86	35,914 18.42	37,054 19.00	38,241 19.61
Admitting Clerk Supervisor	30,796 15.79	31,676 16.24	32,596 16.72	33,575 17.22	34,591 17.74	35,659 18.29
Housekeeping Laundry Dietary Aide & Supply Tech	29,343 15.05	30,156 15.47	31,003 15.89	31,891 16.36	32,819 16.83	33,805 17.33
Purchasing Assistant	31,003 15.89	31,891 16.36	32,819 16.83	33,805 17.33	34,836 17.86	35,914 18.42
Director of Engineering Services				46,902 24.05	48,501 24.87	50,185 25.74
Maintenance Utility Worker #1	31,891 16.35	32,819 16.83	33,805 17.34	34,825 17.86	35,914 18.42	37,054 19.00
Maintenance Utility Worker #2	29,343 15.05	30,156 15.47	31,003 15.89	31,891 16.36	32,819 16.83	33,805 17.33
Rehab Aide & Activity Coordinator	29,343 15.05	30,156 15.47	31,003 15.89	31,891 16.36	32,819 16.83	33,805 17.33
Activity Aide	28,033 14.38	28,775 14.76	29,548 15.15	30,363 15.57	31,227 16.01	32,123 16.47

LETTER OF UNDERSTANDING

December, 1989

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.

H. H. WILLIAMS MEMORIAL HOSPITAL

PUBLICSERVICE ALLIANCE OF CANADA

by: _____

by: _____

IN **WITNESS WHEREOF** the parties have caused this Agreement to be executed this _____ day
of _____, 1990

On behalf of the **H.H. Williams**
Memorial Hospital

On behalf of the Public Service
Alliance of Canada

Duncan McNeill
Chairman

Albert **Burke**
First Vice President

Gary Slauenwhite
Administrator

Georgina Rolt
Committee Member

Shirley Smith
Board Member

George Makinson
Committee Member

Rowena **Paul**
Director of Nursing

Diane Edison
Committee Member

Craig Neuman
Negotiator

Joe Ahrens
Negotiator

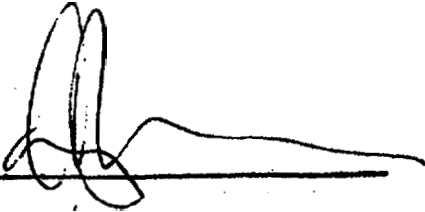
LETTER OF UNDERSTANDING

December, 1989

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.

H. H. WILLIAMS MEMORIAL HOSPITAL

by: _____



PUBLIC SERVICE ALLIANCE OF
CANADA

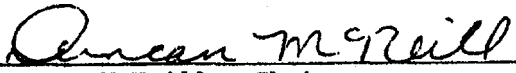
by: _____

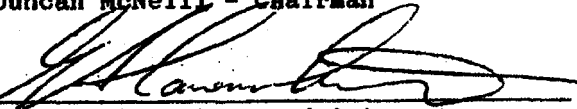


IN WITNESS WHEREOF the parties have caused this Agreement to be executed this 23 day of FEB. , 1990.

On behalf of the H.H. Williams
Memorial Hospital

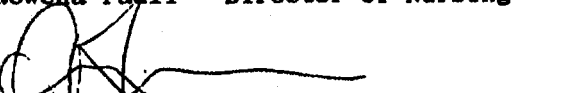
On behalf of the Public Service
Alliance of Canada


Duncan McNeill - Chairman


Gary Slauenwhite - Administrator


Shirley Smith - Board Member


Rowena Paull - Director of Nursing


Craig Neuman - Negotiator

Albert Burke - First Vice President


Georgina Rolt - Committee Member


George Makinson - Committee Member


Diane Edison - Committee Member


Joe Ahrens - Negotiator

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