

SOURCE	Union		
EFF.	96	04	01
TERM.	98	03	31
No. OF EMPLOYEES	100		
NOMBRE D'EMPLOYÉS	100		

COLLECTIVE AGREEMENT

BETWEEN

THE UNION OF NORTHERNWORKERS
(hereinafter referred to as the "**Union")

AND

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

EFFECTIVE April 1, 1996
EXPIRES: March 31, 1998

The Union of Northern Workers
Suite 200, 5112-52nd Street
Yellowknife, NT
X1A 1T6

1997



08880ca3)

Dear Member:

This collective **agreement** contains **the rights** and benefits available to **you** as a member of **the Union of Northern Workers (UNW)** and the Public Service Alliance of Canada (PSAC). The UNW is one of seventeen "component" unions that make **up** the PSAC, which is **your legal bargaining agent**.

For nearly 30 years **the UNW** and the PSAC have been working on **behalf of** Northerners to ensure you **get** the best collective agreements and the highest levels of service possible. We are **also** very active trying to influence social policy in the **NWT**.

Although originally the representative of only the employees of **the Government of the Northwest Territories**, **today**, the UNW **also** represents **many** groups - like **your's** - who work for housing authorities and associations, municipalities, and in the private sector.

Please read **your** collective agreement carefully to understand **the** benefits **you** are entitled to receive. These **benefits are your** right but **you** have to be ready to protect **them!** If you are not receiving the benefits, or need **more information**, contact **your shop steward**. **Local** president, or **regional vice-president**.

In solidarity,



Jackie Simpson

President, Union of Northern Workers (PSAC)
Suite 200, 5112-52nd Street
Yellowknife, NWT X1A 1T6

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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, increase the productivity and to promote the well-being 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 In 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 HH Williams **Memorial** Hospital within the scope of consolidated **Certificate No. 530-1930**, issued by the Canada Labour Relations Board, April 12, 1991, except as **otherwise** modified by agreement of the Employer and the Union, or by directive of the Canada Labour Relations Board.
- (e) "Certified Nursing Assistant" means a person who is registered pursuant to the Certified Nursing Assistants' Act (Northwest Territories).
- (9) A "**Common-Law Spouse**" relationship is said to exist when, for a continuous period of at least one (1) 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.
- (g) "**Compensatory Leave**" means the equivalent leave with pay taken in lieu of **cash** payment.
- (h) (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 reappointment 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.

(j) "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.

(k) "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.

(l) "Dependent" means a person residing with the employee who is the employee's spouse (including common-law), child, stepchild, 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.

(m) "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.

(n) "Employee" shall mean a person in the bargaining unit. At the time of hire employees shall be provided a Letter of Appointment confirming their position, rate of pay, and employment status. For regular employees, and for casual and term employees working on a regularly scheduled basis the letter shall confirm their normal hours of work. For term employees and for casual employees not engaged in work of a continuing nature, the letter shall confirm the expected date of termination of employment. The employment status of each employee will be determined in accordance with the following:

(i) "Regular employee" is one who works on a full-time or part-time basis on regularly scheduled shifts of a continuing nature:

(1) "Full-time employee" is one who is regularly scheduled to work the full specified hours in the "Hours of Work" Article of this Agreement, or equivalent hours when averaged over a shift cycle;

(2) "Part-time Employee" is one who is regularly scheduled for less than normal hours specific in the "Hours of Work" Article of this Agreement. For the purposes of calculating benefits, part-time employees will be guaranteed a minimum of fifteen (15) hours per pay period.

(ii) "Casual Employee" is one who:

(1) is regularly scheduled for a period of three (3) calendar months or less for a specific job; or

(2) relieves for absences the duration of which is three (3) calendar months or less; or

(3) works on a call-in basis and is not regularly scheduled.

(iii) "Term Employee" is one who is hired on a term basis for a full-time or part-time position:

(1) for a specific job of more than three (3) calendar months but less than one (1) year;

(2) 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

(3) 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.

(n) "Employer" or "Hospital" means the H.H. Williams Memorial Hospital.

(o) "Fiscal Year" means the period of time from April 1 in one year to March 31 in the following year.

(p) "Graduate Nurse" means a person who has graduated from a recognized formal educational program and who has received a Temporary Certificate of Exemption pursuant to the Nursing Profession Act (Northwest Territories). For purposes of this Agreement, a Graduate Nurse shall be considered a Registered Nurse, except in respect of required or permitted duties they may perform, and where otherwise provided for in this Agreement.

(q) "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.

(r) "Holiday" means the twenty-four (24) hour period commencing at 12:01 AM. of a day designated as a paid holiday in this Agreement.

(s) "Job Share Employee" means a regular employee who has entered into a voluntary arrangement in which two employees share a full-time job and where such employees shall be treated for the purpose of receipt of benefits as part-time employees. The breaks between each period of job share service shall not interrupt the accumulation of "Continuous Employment" and "Continuous Service" with the Employer.

(t) "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.

(u) "Leave of Absence" means absence from duty with the Employer's permission.

(v) "Medevac" means transportation of a patient to or from a health care facility for the purpose of receiving medical treatment and where the Hospital provides an employee escort.

(w) "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.

(x) "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, casual and term employees, overtime means work performed by the employee in excess of full-time hours for the position.

(y) "Probation" means a period of five hundred and twenty (520) hours worked, from the time an employee first works at the Hospital.

- (z) "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.

(aa) "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.
- (bb) "Registered Nurse" means a person who is registered pursuant to the Nursing Profession Act (Northwest Territories).
- (cc) "Representative" means an employee who is authorized to represent the Union.
- (dd) "Seniority" means length of continuous service with the Employer. Seniority for part-time employees shall be pro-rated in the proportion their regular hours of work compare to the regular hours of work of full-time employees.
- (ee) "Transfer" means the appointment of an employee to another position, that does not constitute a promotion or demotion.
- (ff) "Union" means the Public Service Alliance of Canada as represented by its agent the Union of Northern Workers.
- (gg) "Week" for the purposes of this Agreement shall be deemed to commence at 12:01 AM on Saturday and terminate at midnight on the following Friday.

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

2.04 "May" shall be regarded as permissive and "Shall" and "Will" as imperative.

ARTICLE 3

AND NO

- 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 practised with respect to any employee by reason of age, sex, ~~race~~, creed, colour, national origin, ~~disability, marital status, conviction for which a pardon has been granted~~, political or religious affiliation, nor by reason of Union membership or activity, nor by exercising their rights under the Collective Agreement, except as permitted by law.
- 3.03** The Employers 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~~. 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 benefits provided under this agreement, in the same proportion as their regular hours of work (~~assigned EFT~~) compare to regular 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. For greater clarity, but without limiting the generality of the foregoing, pro-rating of benefits for part-time employees shall apply to accruals and use of all seniority, vacation, special leave, sick leave, medical travel assistance, SUB plan payments, ultimate removal assistance, removal ~~expenses~~ on initial appointment, uniform allowance, bilingualism bonus, severance pay, professional registration fees, ~~northern allowance~~, housing allowance and education allowance entitlements.
- 4.03** Notwithstanding Article 4.01, the following provisions of the Collective Agreement do not apply to casual employees:
- (a) **Article 15 - Seniority *** (see note below)
 - (b) **Article 18 - Vacation Leave/Northern Allowance**
 - (c) **Articles 20.09 through 20.15 - Sick leave Transportation and Travel Time**
 - (d) **Article 21 - Other types of leave**
 - (e) **Article 25.09 - Salary Increments**
 - (f) **Articles 27.01, 27.02, 27.03, 27.06, 27.07, and 27.08 - Shift Work**
 - (g) **Article 33 - Lay-off**
 - (h) **Article 42 - Ultimate Removal**
 - (i) **Article 43 - Removal Expenses on Initial Appointment**
 - (j) **Article 45.05 - Short Term Leave for Training Purposes**
 - (k) **Article 49 - Pension Plan and Benefits**
 - (l) **Article 54 - Housing Allowance**
 - (m) **Article 55 - Severance Pay**

- (n) ~~Article 56~~ - Professional Registration Fees
- (o) ~~Article 57~~ - Educational Allowances

* Note For the purposes of hiring into permanent and/or term positions. Seniority is accrued by Casual Employees and will be calculated as total hours worked in a specific classification from their original date of hire.

4.04 Notwithstanding Article 4.01, the following provisions of the Collective Agreement do not apply to Term employees:

- (a) ~~Article 33~~ - Layoff and Job Security
- (b) ~~Article 55~~ - Severance Pay

4.05 Employees on Leave of absence without pay from the employer (including lay-off, suspension, WCB and LTD leave) for more than thirty (30) days shall cease to accrue continuous employment, seniority, holiday, vacation, northern allowance, special leave, sick leave, medical travel assistance, salary increments, group benefit and pension (except where premium waivers are applicable) uniform allowance, bilingualism bonus, housing allowance, professional registration fees and education allowances for the balance of the leave of absence.

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 employees during the term of this Agreement.

ARTICLE 7

- 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 When an employee wishes to carry on any business or employment outside his regularly scheduled hours of duty he shall notify the Employer in writing of the nature of such business or employment.
- 8.02 When the Employer desires to prohibit an employee's engagement in business or employment outside his regularly scheduled hours of duty such employee will be notified in writing together with the reason for withholding such permission.
- 8.03 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

- 9.01 The Employer shall provide the Union with a copy of all Personnel Directives or other such instruments within thirty (30) days of issuance.
- 9.02 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 Directive.

ARTICLE 10

SEXUAL HARASSMENT

- 10.01 The Employer is committed to promoting a work environment which is free from sexual harassment. Every employee has the right to freedom from harassment in the work place because of sex by his/her Employer or Agent of the Employer or by another employee.
- 10.02 Sexual Harassment is defined as any conduct, gesture or contact of a sexual nature that:

(a) is likely to cause offence or humiliation; or

(b) that might, on reasonable grounds, be perceived by an employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.

10.03 A grievance under this Article may be initiated at any step of the grievance procedure. Grievances under this Article will be handled with all possible confidentiality and dispatch.

ARTICLE 11

APPOINTMENT OF REPRESENTATIVES

11.01 The Union may appoint employees as representatives, and will provide the Employer with the names of all representatives before the Employer is required to recognize employees as representatives.

11.02 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 co-operate to avoid disruptions of work.

11.03 A representative shall obtain his supervisor's permission before leaving work to investigate a grievance and to meet with management for the purpose of dealing with grievances. The representative shall make every reasonable effort to report back to his supervisor before resuming his duties.

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

ARTICLE 12

UNION BUSINESS

12.01 (a) The Employer will grant leave without loss of regular pay to employees who are a party to a grievance, 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 time off without loss of regular pay.

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** 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.
- 12.08**
- (a) An employee elected as President or Regional Vice-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 she is entitled under this Agreement.
 - (b) The Employer shall continue to pay the employee her salary in accordance with the terms of this 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. The benefit of any group plan shall be extended to the employee and the Union will reimburse the Employer for any costs involved in the same manner.
 - (c) The employee shall be entitled to an increment for each year of her leave of absence to a maximum of Step 6 in the pay level of her salary.
 - (d) The employee shall advise the Employer as soon as possible when an extension of the leave of absence is required due to re-election.
 - (e) Upon termination of her leave of absence the employee shall be offered at least the position she held with the Employer before she commenced the leave of absence. When the employee wishes to invoke this clause of the Collective Agreement she shall provide the Employer with three (3) months notice of her intent.
 - (9) Notwithstanding Article 12.08(e), the Employer may make an offer of employment to the employee to a position inside the Bargaining Unit should the employee bid on a competition and be the successful candidate.
- 12.09** When Union leave without pay is granted under this Article, the Employer will, upon advice from the Union, continue to pay employees their applicable salary and benefits during such leave. Upon invoice by the Employer, the Union will reimburse the Employer for the amounts so paid, within thirty (30) days of the invoice date.

ARTICLE 13

CHECK OFF

- 13.01 Effective the first (1st) 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 percentage to be checked off for each employee.
- 13.03 For the purpose of applying Article 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 No employee organization, other than the Union, shall be permitted to have membership fees deducted by the Employer from the pay of the employees. The Employer may make deductions for other purposes upon the request of the employee and upon the production of appropriate documentation.
- 13.05 The amounts deducted in accordance with Article 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 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.
- 13.07 The Employer agrees to identify annually on each employee's T-4 slip the 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 48.01, 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.
- 14.06 The Employer shall provide a bulletin board at the Hospital for Union use, and upon request will endeavour to make meeting space available at the Hospital for local Union business.
- 14.07 A representative shall have the right to give each new employee an orientation of up to thirty (30) minutes, and the representative shall be given leave without loss of regular pay for that purpose.

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 37.02 of this Agreement, except that in cases of termination of employment a probationary employee, or the Union on his behalf, may appeal the decision of the Chief Executive Officer to the Hospital Board, by notice in writing presented to the Chief Executive Officer 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. A new employee's first three (3) shifts shall be under guidance and supervision, including the first night shift for nursing staff.
- 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 (6) months.

ARTICLE 16

DESIGNATED PAID HOLIDAYS

- 16.01 (a) The following days are Designated Paid Holidays for employees covered by this Collective Agreement:
 - (i) New Year's Day;
 - (ii) Good Friday;
 - (iii) Easter Monday;

- (iv) Victoria Day;
- (v) Canada Day;
- (vi) Civic Holiday, the first Monday in August;
- (vii) Labour Day;
- (viii) Thanksgiving Day;
- (ix) Remembrance Day;
- (x) Christmas Day; and
- (xi) Boxing Day.

(b) At the request of the employee, and where operational requirements permit, an employee will not be required to work both December 25 and/or 26 and December 31 and/or January 1 in the same fiscal year.

16.02 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. Casual employees must have had thirty days of work in the twelve (12) month period preceding the holiday.

16.03 (a) For employees in Dietary, Housekeeping, and Nursing Departments (including Ward Clerks), when a day designated as a holiday under Article 16.01 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, when practical.

(b) For all other employees, when a day designated as a holiday under Article 16.01 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.

16.04 When a day designated as a holiday for an employee is moved to another day under the provisions of Article 16.03:

(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.

16.05 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 times (1-1/2x) 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.

16.06 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.

16.07 An employee who is not required to work on a Designated Paid Holiday shall not be required to work on another day that would otherwise be a scheduled day of rest in the week in which that holiday occurs, unless he is paid at a rate at least equal to double his regular rate of wages for the time worked by him on that day.

16.08 Where the Employer agrees to provide the majority of employees with time off in support of a community function, those employees who are unable to take advantage of the time off because of operational requirements will be paid at the overtime rate for hours worked during that period.

ARTICLE 17

LEAVE - GENERAL

17.01 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.

17.02 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.

17.03 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.

17.04 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.

17.05 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.

17.06 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 18

VACATION LEAVE

- 18.01** (a) For each month in which an employee receives **seventy-five** (75) hours pay, he shall earn vacation leave at the following rates:
- (i) **10** hours each month until the month in which the anniversary of the second year of continuous **service** is completed;
 - (ii) **13.125 hours 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;
 - (iii) **16.25** hours 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;
 - (iv) **19.375** hours each month commencing in the month after completion of **twenty** (20) years of continuous **service**.
- (b) An employee shall not use earned **credits** during her first six (**6**) months of employment.
- 18.02** (a) **In granting** vacation leave **with** pay to an employee, the Employer shall make every reasonable effort to:
- (i) schedule vacation leave for all employees in the **fiscal** year in which it is earned;
 - (ii) not recall an employee to duty after he has proceeded on vacation leave;
 - (iii) 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 thirty (**30**) hours or more earned **by** him in the current year;
 - (iv) (1) grant the employee vacation leave for up to five (5) consecutive weeks depending upon **his** vacation **entitlements** when so requested by the employee; and
(2) 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.
- (b) All requests for vacation leave shall be made **In writing** at least four (4) months in advance of the requested **commencement** date of vacation leave, falling which the Employer **may** exercised discretion in approving the leave, and the requirements of Article **18.02(a)** shall not apply.
- (c) The Employer shall **reply** to the request for vacation leave submitted by the employee within **two** (2) weeks of **its receipt**, but is not required to **respond** more than four months prior to **the** requested commencement of the vacation. Where the Employer has proposed to change, reduce or deny the vacation leave requested, the Employer shall provide the employee written reasons.
- 18.03** 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 19; or
- (b) is granted special leave with pay because of illness in the immediate family as defined in Article 19; or
- (c) is hospitalized for more than one (1) day and provides certification of hospitalization;

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.

18.04 An employee shall not be entitled to utilize illness leave credits prior to the completion of her probationary period, or during any period of scheduled vacation leave which commenced prior to the illness or injury, unless the employee is hospitalized during her vacation for at least one (1) day, in which event illness leave may be utilized for each day of hospitalization instead of vacation leave. Certification of hospitalization must be provided to claim illness leave and retain vacation leave in these circumstances.

18.05 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 paid out in the month of May, by means of a separate cheque.

18.06 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 one hundred and twelve and one-half (112.5) hours which shall be charged against future credits earned.

18.07 When during any period of vacation leave an employee is recalled to duty, he shall be reimbursed for reasonable expenses 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.

18.08 The employee shall not be considered as being on vacation leave during any period in respect of which he is entitled under Article 18.07 to be reimbursed for reasonable expenses incurred by him.

18.09 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.

18.10 Where an employee dies or terminates his employment:

- (8) 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.

18.11 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 Article 18.10. If after reasonable efforts the Employer is unable to locate the employee within six (6) months of termination, his entitlement shall lapse.

18.12 Employees who have completed 6 months of continuous employment shall be entitled to a northern allowance of \$1000, once each fiscal year, to be paid within 30 days of application for the allowance.

18.13 An employee who has requested and is granted vacation leave between October 1 and March 31 of a fiscal year shall receive, in addition to her vacation leave entitlement, for each 37.5 consecutive hours of leave taken, 7.5 extra hours of leave up to a maximum of 30 hours in a fiscal year. Extra vacation leave hours must be taken at the same time as vacation leave.

18.14 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 the winter bonus days described in this Article.

ARTICLE 19

PEC LEAVE

19.01 An employee shall earn special leave credits up to a maximum of one hundred and eighty-seven and one-half (187.5) hours at the following rates:

(a) 3.75 hours for each calendar month in which he receives pay for at least seventy-five (75) hours;
or

(b) 1.875 hours for each calendar month in which he receives pay for less than seventy-five (75) hours.

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

19.02 For the purposes of this Article, immediate family is defined as an employee's father, mother, brother, sister, spouse, common-law spouse, child, stepchild, 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.

(a) The Employer shall grant special leave earned with pay for a period of up to five (5) consecutive working days:

(i) when there is a death in the employee's immediate family;

(ii) when an employee is to be married.

- (b) The Employer may grant an employee special leave earned with pay for a period of up to five (5) consecutive working days:
- (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;
 - (iii) where special circumstances not directly attributable to the employee prevent his reporting to duty, including:
 - (1) serious household or domestic emergencies;
 - (2) a transportation tie-up caused by weather if the employee makes every reasonable effort to report for duty;
 - (3) serious community emergencies, where the employee is required to render assistance.
 - (iv) in the event of the death of the employee's grandchild, son-in-law, daughter-in-law, brother-in-law or sister-in-law;
 - (v) in circumstances which are of general value to the Employer such as where the employee:
 - (1) takes an examination which will improve his position or qualifications;
 - (2) attends his University Convocation, if he has been continuously employed for at least one (1) year;
 - (3) attends a course in civil defence training;
 - (4) requires a medical examination for enlistment in the Armed Forces or in connection with a veteran's treatment program.
 - (vi) Such leave will not be unreasonably withheld.

19.03 Special leave in excess of five (5) consecutive work days for the purposes enumerated in Article 19.02 may only be granted with the Employer's approval.

19.04 An employee shall be granted special leave earned with pay up to a maximum of one (1) work 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) work 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) work days.

19.05 Where an employee has insufficient credits to permit the granting of special leave within the meaning of this Article, leave up to a maximum of five (5) days may, at the discretion of the Employer, be granted subject to the deduction of such advanced leave from any special leave credits subsequently earned.

19.06 Employees may be granted casual leave with pay to a maximum of two (2) 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.
- 19.07** (a) An employee who is regularly scheduled to work the **majority** of **hours** outside of the hours **0800** to **1700**, or an employee who is normally required to **be** on standby at least ten days per month, may **use 30 hours** of her **special** leave credits **each** year at **her** discretion, on adequate notice to her supervisor and where a replacement would not result in overtime **costs** for the Employer.
- (b) Employees may be **granted** casual leave with pay to a maximum of one (1) day per occurrence **where** the employee's physician requires him to attend regular or recurring medical treatments and **checkups**.
- 19.08** Casual employees who accrue special leave credits may only access those credits where the employee is unable to work on a previously scheduled shift.
- 19.09** The **provisions** of this **Article** do not apply to an employee **who** is **on** leave of absence without pay, laid off, or under suspension.

ARTICLE 20

SICK LEAVE

- 20.01** An employee shall **earn** sick leave credits at the rate of **11.25** hours **for** each month **in** which she receives **pay** for at least **seventy-five (75)** hours (to a maximum at any time of **nine** hundred (900) hours), **to** be computed from the date of hire. No employee **shall** utilize any sick leave credits until **completion** of her probation period.
- 20.02** **Subject** to this Article, all absences on account of illness on a normal work 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 ($\frac{1}{2}$) 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 ($\frac{1}{2}$) day but less than a full day, one-half ($\frac{1}{2}$) day only shall **be** charged as sick leave.
- 20.03** Where leave of absence without pay **is** authorized for any reason, or an employee **is** laid off because of lack of **work**, and the employee returns to **work upon expiration** of such leave of absence or lay-off within a **period** of one year, he shall earn sick **leave** credits **for each** month in which he worked at least **seventy-five (75)** hours, and shall retain any unused **sick** leave existing at the time of lay-off or commencement of leave without pay.
- 20.04** In circumstances where sick leave would be authorized but the employee has **insufficient** or no sick leave credits, at the **discretion** of the Employer, she may be granted **sick** leave **in advance** of up to **one hundred and twelve** and one-half (112.5) hours which shall **be** charged against future credits **earned**.

- 20.05** When an employee is granted sick leave with pay and Injury-on-duty leave is subsequently approved for a concurrent period, there shall be no charge against his sick leave credits for the period of concurrency.
- 20.06** Employees who will be absent from work due to illness or injury shall notify the Department Head or her designate as soon as possible. In the event of a failure, without adequate excuse, to provide notice of an absence prior to commencement of a shift, an employee shall not be entitled to claim illness leave benefits in respect of the absence on that shift.
- 20.07** Casual employees who accrue sick leave credits may only access those credits where the employee is unable to work on a previously scheduled shift.
- 20.08** 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) work days; and
 - (b) in the current fiscal year, the employee has not been granted more than nine (9) work days of sick leave wholly on the basis of statements signed by her.
- 20.09** 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) work days;
 - (b) for any additional sick leave in a fiscal year when in the same fiscal year the employee has been granted nine (9) work days of sick leave wholly on the basis of the statements signed by him.
- 20.10** Where an employee or an employee's dependant is required to travel from Hay River to secure medical or dental treatment, travelling expenses incurred will be reimbursed subject to the following provisions:
- (a) payment shall not exceed the cost of return transportation to Edmonton or the nearest place where adequate treatment is available, whichever results in the lesser expense, and up to a maximum of seven (7) days hotel accommodation and meal costs in accordance with Article 44. In addition, required taxi or limousine charges will be reimbursed upon presentation of a receipt;
 - (b) where, due to inclement weather conditions, or to circumstances completely beyond an employee's control, her travel to the centre where treatment is to be provided is interrupted, the cost of overnight hotel accommodation en route will be reimbursed. Dayroom accommodation expenses are not eligible for reimbursement, unless certified necessary by a physician;
 - (c) 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.
- 20.11** In the case of employees and/or their dependants receiving treatment as out-patients, a maximum of \$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.
- 20.12** This Article will not apply to initial consultation visits for orthodontic purposes.

- 20.13** (a) **Where a qualified** medical or dental practitioner **certifies** that it is **necessary** for an **employee and/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 **Article 20.10** (a) and (b).
- (b) 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.
- (c) **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 19** only. Travel time, as defined under **Article 20.16**, will **not** be granted for this **escort** duty.
- (d) 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. Vacation leave or leave **without** pay will apply.
- 20.14** Any travel **assistance** recovered by **the** employee under a **group** insurance 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.
- 20.15** 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**.
- 20.16** 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 **twenty-two** and one-half (22.5) hours or the **actual** time taken to travel from **Hay River** to the medical centre and return.
- 20.17** 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

OTHER TYPES OF LEAVE

- 21.01** (a) **Leave of absence** without **loss** of regular pay shall be given to every employee, other than employees on leave of absence without pay, laid **off**, or on suspension, who is required to **serve** **OR** a **jury** and **the jury** selection process, or to attend **as** a witness in any judicial, **quasi-judicial** or legislative **proceeding** by reason **of** subpoena compelling attendance.
- (b) Notwithstanding anything contained in this Article, there may be deducted from the regular pay of the employee any remuneration received by him **as** a result of **serving** on a jury or as a **witness**, other than **reimbursement** for expenses incurred **in** such duty.
- 21.02** An employee shall be granted **injury-on-duty** leave with pay for ninety (90) calendar days or the length of **the injury-on-duty** leave, whichever is the lesser, where compensation **is payable** to the employee under the **Workers' Compensation Act (Northwest Territories)**, if the **employee agrees to pay** the Employer any **Workers' Compensation** benefits received by him.

21.03 MATERNITY LEAVE

- 21.03** (a) (i) An employee who becomes pregnant shall notify the Employer of her pregnancy at least ~~fifteen (5)~~ **eleven (11)** weeks prior to the expected date of termination of her pregnancy and, subject to Section (ii) of this Clause, shall, ~~eleven (11)~~ **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)~~ **twenty-six (26)** weeks after the date of the termination of her pregnancy.
- (ii) The Employer may:
- (1) 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)~~ **twenty-six (26)** weeks after the date of the ~~termination~~ of her pregnancy;
 - (2) grant ~~maternity~~ **maternity** leave without pay to an employee to commence ~~earlier~~ **earlier** than eleven (11) weeks before the expected termination of her pregnancy;
 - (3) where maternity leave without pay is ~~requested~~ **requested**, require an employee to submit a medical certificate ~~certifying~~ **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~~ **applied** for and is eligible to receive unemployment insurance benefits pursuant to Section 22, Employment Insurance Act, ~~1996~~ **1996**, shall be ~~paid~~ **paid** a maternity leave allowance in accordance with the Supplementary Unemployment Benefit Plan.
- (ii) An ~~applicant~~ **applicant** under Article 21.03(b)(i) shall sign an agreement with the Employer providing:
- (1) that she will ~~return~~ **return** to work and remain in the Employer's employ for a period of at least six (6) months after her ~~return~~ **return** to work;
 - (2) that she will ~~return~~ **return** to work on the date of the ~~expiry~~ **expiry** of her maternity leave, unless this date ~~is~~ **is** modified with the Employer's consent.
- (iii) Should the employee fail to return to work as per the provisions of Article 21.03(b)(ii), the employee recognizes that she is indebted to the Employer for ~~the~~ **the** amount of maternity leave allowance ~~received~~ **received**, except by reason of death, disability or lay-off. Should the ~~employee~~ **employee** not ~~return~~ **return** to work for the full six (6) month ~~period~~ **period**, the employee's indebtedness shall be ~~reduced on~~ **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~~ **necessary** to provide the employee the combined equivalent of ~~ninety-three~~ **ninety-three** percent (93%) of her weekly rate of pay.
- (ii) (1) for a full-time employee the weekly rate of pay referred to in Article 21.03(c)(i) shall be the weekly rate of pay to which she is entitled for the classification she was ~~working~~ **working** in on the day ~~immediately~~ **immediately** preceding the commencement of the maternity leave.
- (2) for a part-time employee the weekly rate of pay referred to in Article 21.03(c)(i) shall be the pro-rated weekly rate of pay to ~~which~~ **which** she is entitled for the classification she was working in, averaged over the six (6) month period of continuous employment ~~immediately~~ **immediately** preceding the commencement of the maternity leave.

- (3) further, when a pregnant employee produces a statement from her physician that her working condition may be detrimental to her health or that of the fetus, the Employer will either change those working conditions where that is reasonable within operational requirements or allow the employee to take leave of absence without pay for the duration of her pregnancy.

21.04 Notwithstanding any provisions for leave in this Agreement, the Employer may grant leave of absence with or without pay to an employee in emergency or unusual circumstances.

21.05 (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 23, Employment Insurance Act, 1996, shall be paid an adoption leave allowance in accordance with the Supplementary Unemployment Benefit Plan.
- (ii) An applicant under Article 21.05(c)(i) shall sign an agreement with the Employer providing:
- (1) 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;
 - (2) 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 Article 21.05(c)(ii), except by reason of death, disability, or lay-off, 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 (83%) of her weekly rate of pay:
- (ii) (1) for a full-time employee the weekly rate of pay referred to in Article 21.05(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;
 - (2) for a part-time employee the weekly rate of pay referred to in Article 21.05(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.

21.06 (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, for personal reasons, which may include the permanent relocation of a spouse.

(b) Leave without pay granted under this clause shall be deducted from the calculation of continuous employment for the purposes of calculating pay increments, severance pay and vacation leave for the employee involved, except where the period of leave is less than three (3) months.

ARTICLE 22

HOURS OF WORK

22.01 Except as provided in Article 23, a normal full-time work week shall be thirty-seven and one-half (37.5) hours per week.

22.02 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.

22.03 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.

22.04 All employees working shifts of four (4) hours or more shall be entitled to a rest period of fifteen (15) minutes 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 commencement of rest periods shall be determined by the employee's supervisor.

22.05 All employees working shifts of seven and one-half (7.5) hours or more shall be entitled to one unpaid meal period of thirty (30) minutes, which shall be scheduled by the employee's 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.

22.06 Where an employee is required by the employee's supervisor to remain at the Hospital over a meal break, the employee shall be paid for the meal period.

ARTICLE 23

MODIFIED WORK WEEK

23.01 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 in 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.

- 23.02** 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) one thousand, nine hundred and fifty (1,950) hours per year;
 - (c) a maximum of four (4) consecutive shifts;
 - (d) thirty-seven and one-half (37.5) hours per week when averaged over one complete shift cycle.
- 23.03** An employee working a modified work week shall be entitled to vacation time off equivalent to that of other employees working the 7.5 hour work day. Upon termination, vacation leave credits shall be paid out on the basis of 7.5 hour days. Earned leave will be converted into hours owed and utilized according to the scheduled shift pattern.
- 23.04** (a) An employee working a modified work week shall be entitled to the Designated Paid Holidays as specified in Article 16 and shall be paid for same at the employee's basic rate for twelve (12) hours.
- (b) When a Designated Paid Holiday coincides with an employee's day of rest, the employee shall be granted an alternate day off with twelve (12) hours regular pay. 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 times (1-1/2x) his hourly rate for the first one-half (1/2) of the shift worked; and
 - (ii) twice (2x) his hourly rate for hours worked for the second one-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.
- 23.05** Sick leave and special leave credits for employees working modified work weeks shall be earned at the rate specified in Articles 19 and 20 of the Agreement. Earned leave shall be converted into hours owed and utilized according to the scheduled shift pattern.

ARTICLE 24

OVERTIME

24.01 In this Article:

- (a) "Straight time rate" means the hourly rate of pay;

- (b) "Time and one-half" means one and one-half times **(1-1/2x)** the straight time rate;
- (c) "Doubletime" means **twice (2x)** the straight time rate.
- 24.02** 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. Overtime work must be authorized in advance by the Employer, except in emergencies where advance authorization is not practical.
- 24.03** Employees shall record starting and finishing times of overtime worked on a form determined by the Employer.
- 24.04** Subject to operational requirements, the Employer shall make every **reasonable** effort:
- (a) to offer 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.
- 24.05** An employee may, for cause, refuse to work overtime, providing he places his refusal in writing. For **full-time** employees, outside employment shall not be cause to refuse overtime.
- 24.06** Subject to **Article 24.02** an employee **who is** requested to work overtime shall be entitled to the appropriate rate described below in Article **24.07**.
- 24.07** **Overtime work** shall be compensated as follows:
- (a) one and one-half times **(1-1/2x)** for the first four (4) consecutive hours of overtime worked; and
- (b) at twice **(2x)** for all consecutive hours of overtime worked after the **first** four (4) consecutive hours of overtime, and at twice **(2x)** for all hours worked on the second or subsequent day of rest, provided the days of rest are consecutive; and
- (c) in lieu of (a) and (b) above, **at** the request of the employee and subject to Article **24.10**, the Employer shall grant equivalent paid leave to be taken at a time mutually agreeable to the Employer and the employee.
- 24.08** (a) "**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
- (b) 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**.
- 24.09** 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** Article **44.05**.
- 24.10** **When** overtime **is** taken in the form of **paid** leave, the following provisions shall apply:
- (a) no more than eighty **(80)** hours may **be** banked at any time. As banked hours are depleted, they may continue to be earned up to the maximum of eighty (80) hours. A **maximum** of forty (40)

hours of banked time can be carried **forward** into another **fiscal** year. Banked time in excess of eighty (80) hours at any time, **or** in excess of forty (40) hours at the end of a **fiscal** year, shall be paid out;

(b) only a **maximum** of forty (40) hours of banked time may be taken at one time;

(c) banked time shall be taken **at** a time mutually acceptable to **both** the employee and Employer.

24.11 Notwithstanding **Article 2.01(x)** 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 **thirty-seven** and one-half (37.5) 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 25

PAY

25.01 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.

25.02 (a) Employees shall be paid on every second Friday.

(b) In the event there is **delay** in paying employees, the Employer will assist those employees by providing advances or by other appropriate means.

(c) where cheques **are** distributed to employees at their place of **work**, they shall first have been placed in sealed envelopes.

25.03 Employees who have earned remuneration in addition to **their** regular pay, shall receive such remuneration in the four (4) weeks following the day when such remuneration 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.

25.04 (a) **When** an employee **is** appointed in writing by the Employer to perform the duties of a higher classification level on an **acting** basis, for a period of four (4) consecutive hours **or** more, **he** shall **be** paid acting pay at a rate of five percent (5%) over and above his regular rate of pay **calculated** from the date on which he **commenced** to ad. Only one (1) employee shall be eligible for **acting** pay **for** a position at any one time.

(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.

- 25.05** In lieu of any entitlements under Article 25.04, when a Registered Nurse is designated to be in charge of a ward, unit or department on any shift in circumstances which place upon the Registered Nurse responsibilities greater than those ordinarily assumed, such Registered Nurse shall be paid an hourly allowance of \$1.50 in respect of such added responsibilities. Only one (1) Registered Nurse will be designated In charge per shift.
- 25.06** (a) 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.
- (b) 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.
- (c) Retroactive pay shall be issued on a separate cheque.
- 25.07** When an employee is appointed to a new position he shall be paid:
- (a) if the appointment constitutes a promotion 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.
- 25.08** 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 overpayment was made there shall be no recovery of the overpayment.
- 25.09** (a) 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.
- (b) For the purposes of such pay increases the performance of the employee shall be reviewed annually.
- (c) Pay increments which are recommended by the department head shall be granted:
- (i) the first day of the month if the employee's initial appointment to a position occurred prior to the 16th of a month; or

- (ii) 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.
 - (d) 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.
 - (e) Where an employee **is** not 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.
 - (9) **Part-Time** employees may be granted pay increases after **1950** paid hours, **excluding** overtime and call-back hours where the **call** back hours **occur** as a result of the employee **being** on Standby.
- 25.10 (a) A Nurse **not** yet holding a certificate of registration pursuant to the Nursing Profession Act (Northwest Territories), shall on **hiring** to a Registered Nurse position, **be** paid **ten** percent (**10%**) **less** than the salary for a Registered Nurse specified in Appendix A of this Agreement.
- (b) Upon obtaining and presenting to the Employer a certificate of **registration** pursuant to **the** Nursing Profession Act (Northwest Territories), the Nurse shall **be** paid the difference in salary up to the full Registered Nursing **level**, retroactive to **the** date of writing of the **registration examinations** **in** the case of a newly graduated Nurse), **or** to the date of filing a successful application with the **Northwest** Territories Registered Nursing Association (in the case of an active, practising, **out-of-territories** Registered Nurse), or to the date of employment with the Hospital, whichever is later. A Nurse must obtain and present a **certificate** of registration to the Employer within six (6) months of **her** date of hire, as a condition for continued employment.

ARTICLE 26

REPORTING AND CALL-BACK PAY

- 26.01 If an employee **reports** to work as directed **or** **recalled** **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.
- 26.02 Reporting **or** **call-back** pay shall be made either in cash or equivalent **paid** leave. If leave is provided, it shall **be** taken at a **time** mutually **agreeable** to the Employer and the employee.

ARTICLE 27

SHIFT WORK

- 27.01 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.

- 27.02** 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.
- 27.03** 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 (1-1/2x) 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.
- 27.04** The Employer agrees that it shall not schedule split shifts.
- 27.05** Employees shall not be required to work more than seven (7) consecutive shifts between days off and it shall be the intent to assign less than the maximum.
- 27.06** 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 (2nd) weekend off;
 - (d) weekend shall be defined as 12:01 AM Saturday until 07:00 AM Monday;
 - (e) period of weekend time off shall be at least fifty-five (55) hours.
- 27.07** Except in cases of emergency, or by mutual agreement between the employee and the Employer, shift schedules for employees working modified work weeks shall provide for:
- (a) at least twenty-four (24) hours off duty at a shift changeover;
 - (b) every third (3rd) weekend off in succession, and where practical every second (2nd) weekend off;
 - (c) weekend shall be defined as 2000 hours Friday until 0645 hours Monday;
 - (d) period of weekend time off shall be at least sixty (60) hours.
- 27.08** 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.
- 27.09** Provided at least three (3) days notice is given, and with the approval of the Employer, employees may exchange shifts if there is no increase in cost to the Employer. Employer approval must be sought during normal business office hours.
- 27.10** A request by an employee to work evenings, nights or days only shall not be unreasonably denied, if a majority of other affected employees in the area concur, provided 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 year. When a request to work evenings, nights or days only is accommodated the employee may only alter that request by giving twelve (12) weeks notice of her intention.

ARTICLE 28

SHIFT PREMIUM

- 28.01** An employee who is scheduled to work outside of the hours of work, 0700 to 1600, shall be paid a shift premium as follows:
- (a) **\$1.00** per hour for all hours worked between the hours of 1600 and 2400; and
 - (b) **\$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.
- 28.02** Employees shall receive an additional premium of 75 cents per hour for work on Saturday and/or Sunday for hours worked. Weekend premium shall be payable in respect of all regularly scheduled straight time hours worked on Saturday and/or Sunday,

ARTICLE 29

TERM POSITIONS

- 29.01** No term position shall have a stated term of more than one (1) year.
- 29.02** 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.
- 29.03** 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, be posted and filled in accordance with Article 48 herein, except that competition shall be limited to internal applicants. If the incumbent is the successful candidate her seniority date shall be the initial date of hire into the term position.

ARTICLE 30

STANDBY

- 30.01** 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 of \$1.13 for each hour that he is on standby, except on his days of rest and Designated Paid Holidays. For any period of standby on a day of rest or a Designated Paid Holiday he shall be paid \$1.50 for each hour that he is on standby.
- 30.02** 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.

- 30.03 No standby payment shall be granted if an employee is unable to report for duty when required.
- 30.04 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 any period of eight (8) consecutive hours following the first instance of reporting to work.
- 30.05 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.
- 30.06 employees on standby are not eligible to receive reporting or call-out pay under Article 26.
- 30.07 The Employer shall first utilize Registered Nurses who volunteer on a roster sign-up system for medevac standby duty, however, the Employer reserves the right to assign medevac standby duty to Registered Nurses when there are not sufficient volunteers. Registered Nurses will receive at least one (1) weekend free of standby duty in every four (4) week period, to coincide with a weekend off.

ARTICLE 31
TECHNOLOGICAL CHANGE

- 31.01 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.
- 31.02 Both parties recognize the overall advantages of technological change. Both parties will therefore encourage and promote technological change and improvements.
- 31.03 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.
- 31.04 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.
- 31.05 The Employer shall make every reasonable effort to continue employment of employees who would otherwise become redundant because of technological change.
- 31.06 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.

31.07 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 32

PAY FOR TRAVEL ON BEHALF OF EMPLOYER

- 32.01** 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;
 - (c) when the travel occurs on a charter flight medevac, at the rate of time and one-half (1-½x) his rate of pay for all hours travelled.
- 32.02** 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.
- 32.03** 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.
- 32.04** When an employee is absent from home on a Designated Paid Holiday or day of rest and does not work, he shall receive pay at one and one-half times (1-½x) his rate of pay for seven and one-half (7.5) hours or be granted paid leave in lieu.
- 32.05** 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 32.01 upon the resumption of duty travel after any delay.
- 32.06** The Employer shall establish a roster on which employees may indicate their willingness to perform medevac duties. The Employer shall first make reasonable attempts to utilize employees on the roster to perform medevac duties, before calling on other employees.
- 32.07** 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 33

LAY-OFF AND JOB SECURITY

- 33.01** 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.

- 33.02** In order to minimize the adverse effects of lay-off, the Employer will provide retraining when practicable.
- 33.03** 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.
- 33.04** Lay-offs must keep the Employer informed of their current address and telephone number.
- 33.05** 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 so required.
- 33.06** The Employers 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.
- 33.07** 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.
- 33.08** Recall from lay-off shall occur in reverse order of lay-off, within the classification affected. Article 48 shall not apply to positions filled through recall.
- 33.09** The Employer shall give notice of recall personally or by registered mail. Notice of recall is deemed to be given when served, or after five (5) days from the date of mailing, whichever is sooner.
- 33.10** 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 34

STATEMENT C DUTIES

- 34.01** 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.
- 34.02** 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 35

**EMPLOYEE PERFORMANCE REVIEW
AND EMPLOYEE FILES**

- 35.01** The Employer shall endeavour to conduct employee *performance* appraisals at least annually and may conduct appraisals more frequently where the Employer considers it warranted.
- 35.02** Employee appraisals shall be provided in writing. performance appraisal Interviews shall be *scheduled* with reasonable advance *notice*.
- 35.03** 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 37* to *correct* any factual *inaccuracies* in his performance appraisal.
- 35.04** 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.
- 35.05** 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.
- 35.06** 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.
- 35.07** Upon *written* request or authorization of an employee, the personnel file of that employee shall be made available for *his* *examination* or the examination of a Union *representative*, at reasonable times in the *presence* of an *authorized* representative of the Employer. The employee or *authorized* Union *representative* can request copies of documents *from* the employee's file at the time of examination.
- 35.08** 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.
- 35.09** 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 representative. An employee who elects to be accompanied by a *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 *representative*, *however*, the Employer may remove the employee from duty for *just* cause, while awaiting the *interview*.
- 35.10** Only one (1) file per employee for *the purposes* of performance evaluation or discipline shall exist.
- 35.11** An employee's performance appraisals shall not be released by *the* Employer to any person except a board of arbitration, an authorized Union representative, or as required by law, without the written consent of the employee.

ARTICLE 36

CLASSIFICATION

36.01 During the term of this Agreement, if a new or revised classification is implemented by the Employer, the Employer shall before implementing the new or revised classification, negotiate with the Union the rate of pay for the new or revised classification. If the parties fail to reach an agreement within sixty (60) days from the date on which the Employer submits the new or revised classification to the Union, the Union may refer the matter to arbitration. The arbitrator's decision will be retroactive to the date of implementation of the new or revised classification.

ARTICLE 37

ADJUSTMENT OF DISPUTES

- 37.01** 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.
- 37.02** An earnest effort shall be made by employees, the Union and the Employer to resolve differences informally, before resorting to the grievance procedure. 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 - Chief Executive Officer
 - (c) final level - arbitration.
- 37.03** 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.
- 37.04** An employee shall present a grievance in writing to the first level of the procedure not later than the twenty-first (21st) 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 Chief Executive Officer.
- 37.05** 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.
- 37.06** 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 Article 37.05 within fourteen (14) calendar days after the day the reply was due.
- 37.07** 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.
- 37.08** 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.
- 37.09** Where an employee has been represented by the Union in the presentation of his grievance, the Employer will provide the representative 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.
- 37.10** Should the grievance not be resolved at Level 2 either party may by written notice to the other party, refer the matter to arbitration, which notice shall be given within the time permitted in Article 37.08 herein.
- 37.11** The parties agree that any arbitration arising out of this Agreement shall be conducted before a single arbitrator to be mutually agreed upon by the parties.
- 37.12** 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.
- 37.13** 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.
- 37.14** 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.
- 37.15** 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.
- 37.16** 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.
- 37.17** The Employer and the Union shall each pay one-half (½) of the remuneration and expenses of the arbitrator and each party shall bear its own expenses of every such arbitration.
- 37.18** 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.

37.19 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.

37.20 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.

37.21 If a grievance is not initiated **or** processed within time limits specified in this Article, the grievance shall be deemed abandoned. **If** a grievance is not responded to within time limits specified in this Article, the **grievance** may be advanced to the next step. Time limits in this Article may only be extended by agreement between the **Employer** and the Union, **confirmed** in writing.

ARTICLE 38

NO _____

38.01 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 39

LABOUR/MANAGEMENT COMMITTEE

39.01 A **Labour/Management** Committee shall be formed to consult on matters of mutual interest.

39.02 The Committee shall be comprised of two (2) representatives selected by the **Union** and two (2) representatives **selected** by the Employer.

39.03 The Committee shall meet at mutually agreeable times.

39.04 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 24.

ARTICLE 40

SAFETY AND HEALTH

- 40.01** An employee shall have the right to refuse to work in situations which can reasonably be considered dangerous.
- (a) "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**.
- (b) 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.
- (c) 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.
- 40.02** 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.
- 40.03** The Employer will encourage all 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.
- 40.04** 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.
- 40.05** (a) 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.
- (b) An employee shall be granted leave with pay to attend the examination and the Employer shall assume the cost of any travel expenses.
- (c) As a condition of employment, employees may be required to undergo vaccination, inoculation and other immunizations as required by the Territorial Hospital Insurance Service Act.
- (d) 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.

- 40.06** 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 willfully 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.
- 40.07** 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.
- 40.08** The Employer shall endeavour to make available to employees current copies of applicable health and safety Legislation, Regulations and Employer Policies.
- 40.09** The Employer shall not use in the work place any video display terminal that is not approved by the Canada Standards Association.
- 40.10** Any Registered Nurse required to perform treatments shall first be provided appropriate training. The training shall be determined by the Employer.

ARTICLE 41

EMPLOYEE ASSISTANCE PROGRAM

- 41.01** 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 42

ULTIMATE REMOVAL ASSISTANCE

- 42.01** 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.

42.02 Employees who have been provided with removal assistance upon Initial appointment will be entitled to the benefits of this Article after three (3) years of continuous employment, when they terminate employment and move from the Hay River area.

42.03

(a) The amount paid shall vary with the length of continuous employment as follows:

3 years but less than 4	- \$2,613.00
4 years but less than 5	- \$3,135.60
5 years but less than 6	- \$3,658.20
6 years but less than 7	- \$4,180.80
7 years but less than 8	- \$4,703.40
8 years and over	- \$5,226.00

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

(c) Laid off employees shall be eligible for \$5,226.00 ultimate removal assistance regardless of length of service.

- The dependents of a deceased employee shall be eligible for \$5,226.00 ultimate removal assistance regardless of length of service."

42.04 Limitations

- Only one entitlement will be paid per household,
- 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 30 days of termination of employment except in extenuating circumstances approved by the employer.
- In the case of an employee who has received northern allowance within the last 6 months of when the ultimate removal claim is submitted, removal assistance will be reduced by the amount of the northern allowance received.

42.05 To claim removal assistance, the employee must submit an application for Ultimate Removal Assistance on an approved form prior to the commencement of the move, certifying her intention to move from her community of residence within thirty days, and the employer must approve the claim before the move commences. The employee is responsible for making all moving arrangements and paying for her move.

42.06 Locally hired employees with more than 10 years continuous service are eligible for ultimate removal assistance under this article, in the amount of \$5,226.00.

42.07 The provisions of this Article do not apply to employees who have been dismissed, rejected on probation, or declared to have abandoned their position.

ARTICLE 43

REMOVAL EXPENSES ON INITIAL APPOINTMENT

- 43.01** The Employer will reimburse an employee for reasonable expenses incurred in moving with his dependants to Hay River on Initial hiring.
- 43.02** The following entitlements are subject to the limitations in Article 43.06. 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.
- 43.03** The following travelling expenses are allowed:
- (a) transportation by:
 - (i) the most economical airfare;
 - (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 44 - Duty Travel).
 - (b) the actual cost of meals and incidental expenses may be claimed up to a maximum of \$15.00 per day for the employee and each dependant six (6) years of age and over, and \$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) en route 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 (1) 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 en route distances. The maximum claim payable for kilometrages, meals, and lodging en route cannot exceed the total expense that would have been incurred had the trip been made under paragraph 43.03(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.
 - (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.

43.04 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;

(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.

43.05 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.

43.06 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;
- (9) 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.

43.07 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 employee.
- (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.

43.08 Within thirty (30) days of **arrival**, the employee shall submit a completed Travel Authorization and Expense Claim, in the approved form, **attaching** supporting receipts, and a cheque for any unexpended advances.

43.09 **The Employer** shall provide new employees with an information package **specifically** detailing what is covered by the **provisions** of this Article,

43.10 All **claims** for removal expenses on **initial** appointments shall be paid **within** six (6) weeks of receiving an expense claim from the employee.

ARTICLE 44

DUTY TRAVEL

44.01 An employee who is **authorized** to travel on **the Employer's** business **will** be reimbursed for reasonable expenses incurred.

44.02 The entitlements **set** out hereunder are subject to limitations in **Articles 44.05, 44.07 and 44.08**. **Where** the expenses for meals, lodging and other **Hems** 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**.

44.03 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 Articles 44.09 through 44.13);
- (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.

44.04 (a) Commercial accommodation (~~not~~ exceeding fifteen (15) calendar days) - employees will be reimbursed for ~~actual~~ costs of ~~appropriate~~ accommodation. Where possible employees shall use hotels which ~~provide~~ special rates for Hospital employees. 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~~ the ~~prevailing~~ Federal Treasury Board Travel Regulation rate for such accommodation.

44.05 (a) Expenses claimed under this heading ~~are~~ for the cost of meals consumed and gratuities. For ~~periods of~~ duty and medical travel not exceeding fifteen (15) days, a per diem or part-day rate ~~shall~~ be paid, as applicable, in accordance with the prevailing Federal Treasury Board Travel Regulation. If meals are provided as part of the cost of transportation they cannot ~~be~~ claimed for by the employee.

(b) 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, the employee will ~~be~~ reimbursed for the actual expense incurred.

(c) 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.

44.06 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;

(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 (2) 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;
- (9) 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) 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.

No expenses in excess of **\$5.00** will be reimbursed unless it is supported by a **receipt**.

44.07 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 required **for** the travel and stay. Requests for travel advances must be submitted at least three (3) working days before the start of duty travel. 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.

44.08 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 Article **44.06(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;
- (9) any losses of money or of personal belongings.

44.09 (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**.

44.10 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**.

44.11 Subject to Articles **44.12** and **44.13**, where the use of privately owned car is authorized, the employee will be paid the **prevailing** Federal Treasury Board Travel Regulation rate.

- 44.12** 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 en route travel shall be calculated:
 - (i) for en route travel, on distances given in the Canadian Warehousing Official Distance Guide, where these are listed:
 - (ii) for other en route 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**.
- 44.13** 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.
- 44.14** The Employer will **reimburse** employees for unusual transportation expenses necessarily incurred while **carrying** out their duties within the Hay River area.
- 44.15** 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.
- 44.16** **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 45

SHORT TERM LEAVE FOR TRAINING PURPOSES

- 45.01** 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.
- 45.02** **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.
- 45.03** (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.

45.04 Where a request for leave under Articles 45.01 and 45.02 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.

45.05 (a) Upon request, Registered Nurses, CNA's, and Laboratory and Diagnostic Imaging Technologists, shall be provided an opportunity to attend at least one (1) educational course, conference or seminar relevant to their employment at the Hospital, after every two (2) years of service. Courses, conferences and seminars shall be subject to reasonable approval of the Employer, and may include Employer sponsored programs offered at the Hospital. The Employer shall pay at least fifty percent (50%) of the necessary tuition and travel expenses and may grant time off without loss of regular pay for Registered Nurses, CNA's, and Laboratory and Diagnostic Imaging Technologists.

(b) An applicant under Article 45.05(a) shall sign an agreement with the Employer providing:

- (i) that she will return to work and remain in the Employer's employ for a period of at least six (6) months after her return to work;
- (ii) that she will return to work on the date of the expiry of the training course, unless this date is modified with the Employer's consent.

(c) Should the employee fail to return to work, except by reason of death, disability or lay-off, the employee recognizes that she is indebted to the Employer for the amount received for training. Should the employee not return for the full six (6) months, the employee's indebtedness shall be reduced on a pro-rated basis according to the number of months for which she received pay.

45.06 The Employer will undertake to make survival training and medevac training courses available to employees who may be required to take medical rescue and evacuation flights, on a periodic basis for a maximum of two (2) employees per year, at no cost to employees.

ARTICLE 46

CIVIL LIABILITY

46.01 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.

46.02 Charge Nurses shall have access to information listing the privileges of Doctors practising at the Hospital.

ARTICLE 47

DISCIPLINE

47.01 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 48

**VACANCIES, JOB POSTING,
PROMOTIONS AND TRANSFERS**

48.01 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.

- 48.02** 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**.
- 48.03** 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.
- 48.04** 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.
- 48.05** 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.
- 48.06** **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.
- 48.07** 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.
- 48.08** No employee shall be **transferred** to another department within the Bargaining **Unit**, without **his** consent.
- 48.09** 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 49

PENSION PLAN AND BENEFITS

- 49.01** The Employer shall continue to maintain and administer its existing pension plan for **eligible** Bargaining Unit employees, for the period of this Agreement.
- 49.02** The Employer **will** maintain current levels of employee benefit coverage through a policy or policies of insurance to cover eligible employees for the **period** of this **Agreement**.
- 49.03** The Employer **will** 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) **Prescription** Drug Benefit Plan.
- 49.04** 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.
- 49.05** The Employer shall pay **the full cost** of premiums **required** for the **cost** of Dental Insurance. For Life Insurance, Accidental **Death** and Dismemberment Insurance, Prescription **Drug Benefit** Plan, 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.
- 49.06** The Labour-Management Committee will analyse and discuss the benefit plan coverage with a **view to recommending** improvements to the Hospital Board and the Union.
- 49.07** 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.
- 49.08** **Safety** footwear shall be provided to **all** employees **required** to wear such footwear, when necessary, but not more frequently than once per year,

ARTICLE 50

BILINGUALISM

- 50.01** 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.
- 50.02** 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.
- 50.03** 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.
- 50.04** Employees, other than employees assigned duties of translation and interpretation in **their job descriptions**, who are **required** by the Employer to use two (2) 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 **\$1200.00** per annum, to be paid **bi-weekly**.
- 50.05** Eligible **casual employees** shall receive bilingual bonus at the rate of sixty-two cents (\$0.62) per hour for hours **worked**.

ARTICLE 51

MAINTENANCE

- 51.01** The provisions of this Article shall apply to all positions in the maintenance department.
- 51.02** 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.
- 51.03** (a) 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.
- (b) The Employer shall replace the articles mentioned in (a) above as required when they are presented worn or damaged 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 willfully 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.
- 51.04** 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 willfully misusing, neglecting or failing to report the loss of tools provided to them shall be required to pay the cost of replacement.

ARTICLE 52

APPRENTICES

- 52.01** The following are agreed upon terms and conditions of employment for employees engaged as formally indentured apprentices:
- (a) The Apprentices and Tradesmen 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%
year2	65%
year3	75%
year4	85%

three year training programs

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

two year training programs

year 1	65%
year2	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.
 - (9) Where an Apprentice falls after two (2) 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.
- 52.02** 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 53

CREDIT FOR EXPERIENCE

- 53.01** 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.

ARTICLE 54

HOUSING

- 54.01 For each month an employee receives 75 hours pay, she shall be paid a housing allowance of \$333.33 per month.

ARTICLE 55

SEVERANCE PAY

- 55.01 An employee who has one (1) year or more of continuous employment and who is laid off is entitled to be paid severance pay at the time of lay-off.
- 55.02 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.
- 55.03 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.
- 55.04 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.
- 55.05 An employee who resigns or retires after four (4) years of continuous employment is entitled to be paid severance pay on resignation of one-half (1/2) weeks pay for each complete year of continuous employment, less any period in respect of which severance pay was previously granted, to a maximum of thirteen (13) weeks pay. If an employee fails to give notice of resignation as required by Article 55.06 of this Agreement, severance pay shall be reduced by an amount equivalent to the regular pay the employee would have earned during the period of time necessary to provide notice of resignation in compliance with Article 55.06.
- 55.06 An employee resigning from the Hospital shall give twenty-eight (28) calendar days prior notice in writing of her resignation to the Employer, exclusive of any vacation leave with pay due. The Employer may waive the requirement of notice under this Clause in extenuating circumstances.

- 55.07** (a) This Clause shall apply to an employee who retires from employment at a time when eligible to receive pension benefits under the Hospital Plan.
- (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.
- 55.08** 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.
- 55.09** 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 56

PROFESSIONAL REGISTRATION FEES

- 56.01** The Employer shall reimburse 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.

ARTICLE 57

EDUCATIONAL ALLOWANCES

- 57.01** A Registered Nurse with special preparation of not less than six (6) months approved by the Employer and who is employed in the special service for which she is qualified, will be paid an additional \$20.00 per month if she has utilized the course within four (4) years prior to employment.
- 57.02** An employee may not qualify for more than one payment under categories in Articles 57.03 through 57.05.
- 57.03** A Registered Nurse who has successfully completed the CHA/CNA course Nursing Unit Administration and/or Midwifery course and is employed in a capacity utilizing the course(s) will be paid an additional \$25.00 per month.
- 57.04** A Registered Nurse who has passed an accredited one year university course in nursing approved by the Hospital and is employed in a capacity utilizing this course will receive an additional \$25.00 per month.
- 57.05** A Registered Nurse who has received a Baccalaureate Degree in nursing approved by the Hospital will receive an additional \$50.00 per month.

ARTICLE 58

JOB SHARE EMPLOYEES

- 58.01 At the request of two (2) employees, the Employer may agree to allow them to share the hours of a full-time position. There must be no increase in cost to the Employer and no decrease in productivity.
- 58.02 The employees will establish the rotation whereby one (1) employee covers the position at all times except when one (1) or both employees are on approved leave.
- 58.03 The breaks between each period of job share service shall not interrupt the accumulation of "Continuous Employment" and "Continuous Service" with the Employer.
- 58.04 The Employer will not unilaterally change the established rotation. However, the established rotation may be changed by mutual agreement to address temporary situations where one (1) of the Job Share employees is absent from work.
- 58.05 The provisions for part-time employees will apply to each of the Job Share employees, such that all benefits are prorated.
- 58.06 The job share may be terminated at any time by either employee or the Employer with reasonable notice.
- 58.07 Where one (1) of the employees wishes to terminate the job share, that employee must give twenty-eight (28) days notice of resignation from the Hospital.
- 58.08 If one (1) of the employees terminates participation, there shall be a one (1) month period in which to find a replacement before the job share arrangement is terminated. During this period the Employer shall make reasonable efforts to fill the vacant rotation. The Employer will consider any suitable replacement employees suggested by the remaining employee. Failing this the job share arrangement is deemed to be terminated and the shared position must revert to a full-time position, with the remaining employee having the option to assume that position full-time.

ARTICLE 59

REVISIONS TO AGREEMENT
ARTICLE 59

- 59.01 This Agreement may be amended by mutual consent.
- 59.02 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 60

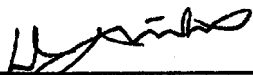
DURATION AND RENEWAL

- 60.01** The term of this agreement shall be from the date of final ratification to March 31 1998. The Housing Allowance in Article 54 shall apply from April 1, 1998 and payment of any further housing allowance to employees shall cease following the date of final ratification until excess payments of Housing Allowance have been recovered, following which payments will resume at the new rate in Article 54. The replacement of Vacation Travel assistance with the Northern Allowance in Article 18.12 shall be effective April 1 1997. All other provisions of this agreement take effect on the date of final ratification of this agreement.
- 60.02** Notwithstanding the preceding, the provisions of this Agreement, including the provisions for the adjustments of disputes in Article 37, 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.
- 60.03** 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 Agreement.
- 60.04** Where notice to commence collective bargaining has been given under Article 60.03, 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.

In the matter of a Collective Agreement between the parties, signed this
11th day of July 1997.

For the Employer

Representing the
Hay River Community Health Board

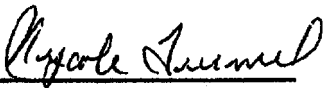


David Mathews
Executive Director

Hay River Community Health Board

For the Union

Public Service Alliance of Canada
As represented by the Union of Northern
Workers


for

Susan Giampietri
Executive Regional Vice-
President
Public Service Alliance of
Canada



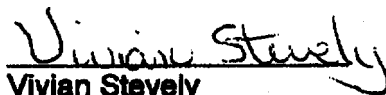
Karen Ennis
Committee Member



Donna Heslop
Committee Member



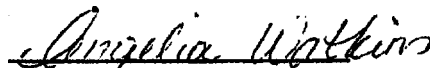
Lloyd Summers
Committee Member



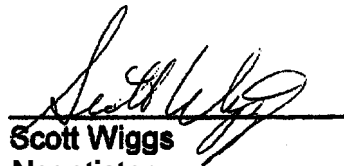
Vivian Stevely
Committee Member



Craig Neuman
Negotiator



Angela Watkins
Committee Member



Scott Wiggs
Negotiator

APPENDIX A

EFF I DECEMBER 20, 1996

37.5 hours per Week

Classification	Salary Base					
	1	2	3	4	5	6
Accounting Clerk	31,230.91	32,122.16	33,055.81	34,048.80	35,078.87	36,161.94
	16.016	16.473	16.952	17.461	17.989	18.545
Computer Systems Manager	46,300.51	47,889.08	49,546.04	51,113.80	53,125.52	55,050.05
	23.743	24.558	25.408	26.212	27.243	28.23
Admitting Clerk	29,559.68	30,371.45	31,230.91	32,122.16	33,055.81	34,048.80
	15.159	15.575	16.016	16.473	16.952	17.461
Medical Records Technician	33,282.59	34,281.94	35,327.92	36,420.52	37,576.71	38,780.59
	17.068	17.580	18.117	18.677	19.270	19.887
Assistant Medical Records Technician	32,341.54	33,282.59	34,281.94	35,327.92	36,420.52	37,576.71
	16.585	17.068	17.580	18.117	18.677	19.270
Certified Nursing Assistant	33,282.59	34,281.94	35,327.92	36,420.52	37,576.71	38,780.59
	17.068	17.580	18.117	18.677	19.270	19.887
Nursing Aide	29,756.79	30,581.29	31,440.74	32,341.54	33,282.59	34,281.94
	15.260	15.683	16.123	16.585	17.068	17.580
Ward (ACC) Clerk/ Rehabilitation Secretary	29,559.68	30,371.45	31,230.91	32,122.16	33,055.81	34,048.80
	15.159	15.575	16.016	16.473	16.952	17.461
Laboratory & Diagnostic Imaging Technologist	42,305.33	43,686.19	45,136.99	46,658.79	48,260.08	49,936.61
	21.695	22.403	23.147	23.928	24.749	25.609
Assistant Laboratory & Diagnostic Technologist	40,040.63	41,303.86	42,630.67	44,025.30	45,487.77	47,022.29
	20.534	21.181	21.882	22.577	23.327	24.114

Classification Salary Base

	1	2	3	4	5	6
Homemaker						
	29,752	30,577	31,436	32,336	33,278	34,277
	15.257	15.68	16.121	16.582	17.065	17.578
cook				43,141.20	44,543.47	46,015.10
				22.124	22.843	23.597
Purchasing Assistant						
	31,440.74	32,341.54	33,282.59	34,281.94	35,327.92	36,420.52
	16.123	16.585	17.068	17.580	18.117	18.677
Admitting Clerk Supervisor						
	31,230.91	32,122.16	33,055.81	34,048.80	35,078.87	36,161.94
	16.016	16.473	16.952	17.461	17.989	18.545
Housekeeping, Laundry, Dietary Aide & Supply Tech						
	29,756.79	30,581.29	31,440.74	32,341.54	33,282.59	34,281.94
	15.260	15.683	16.123	16.585	17.068	17.580
Purchasing Assistant						
	31,564	32,468	33,412	34,416	35,466	36,563
	16.18	16.65	17.13	17.65	18.19	18.75
Director of Engineering Services						
	47,563.82	49,185.24	50,893.57			
	24.392	25.223	26.099			
Maintenance Utility - Worker #1						
	32,341.64	33,282.59	34,281.94	35,327.92	36,420.52	37,576.71
	16.585	17.068	17.580	18.117	18.677	19.270
Maintenance Utility - Worker #2						
	29,756.79	30,581.29	31,440.74	32,341.54	33,282.59	34,281.94
	15.260	15.683	16.123	16.585	17.068	17.580
Recreational Therapist						
	36,600.68	37,693.28	38,836.75	40,040.63	41,303.86	42,630.67
	18.770	19.330	19.916	20.534	21.181	21.862
Activity Aide						
	28,428.93	29,181.35	29,965.56	30,792.18	31,667.53	32,576.80
	14.579	14.965	15.367	15.791	16.240	16.706

65

Classification	Salary Base					
	1	2	3	4	5	6
Registered Nurse	41,304.92	42,630.67	44,025.30	45,487.77	47,021.23	48,641.59
	21.182	21.862	22.577	23.327	24.113	24.944
Payroll/Benefits Officer	36,341.09	37,428.35	38,560.17	39,748.14	41,002.89	42,320.16
	18.636	19.194	19.774	20.384	21.027	21.703
SPD Supply Technician	33,282.59	34,281.94	35,327.92	36,420.52	37,576.71	38,780.59
	17.068	17.580	18.117	18.677	19.270	19.887
Activity Coordinator	29,756.79	30,581.29	31,440.74	32,341.54	33,282.59	34,281.94
	15.260	15.683	16.123	16.585	17.068	17.580

LETTER OF UNDERSTANDING

APPRENTICES

April 1, 1992

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~~ ^{meet} to resolve the Issue of appropriate compensation and payment of expenses for the apprentice while attending trade training courses.

HH WILLIAMS
MEMORIAL HOSPITAL

PUBLIC SERVICE ALLIANCE
OF CANADA

LETTER OF UNDERSTANDING

MEDEVAC ROSTER

April 1, 1992

This **MOU** is intended to clarify the operation of the medevac roster established pursuant to Article 32.08 of the Collective Agreement.

The Employer shall post a medevac sign-up roster in a visible location accessible to staff where employees may sign up to volunteer for medevac duty.

As scheduled and chartered medevac trips become available that are not assigned to the Registered Nurse on medevac standby duty, the Employer shall first endeavour to assign the trip to employees on the roster, in the order in which they appear on the roster, provided the Employer may pass over an employee on the roster if the employee is not qualified for the particular medevac assignment, or if the assignment of the employee would entail overtime costs. If an employee is passed over she shall remain eligible for the next available assignment for which she is qualified, but which would not entail overtime costs and the employee will maintain her place on the list.

When an employee on the roster takes a medevac trip this shall be noted on the roster, together with the date of the trip. If an employee on the roster refuses an available trip this shall also be noted on the roster, and the employee will be treated, for purposes of future entitlement to assignments from the roster, as if she had taken the trip.

The purpose of the medevac roster is to ensure, as far as practicable, that medevac assignments are distributed equitably amongst staff on the roster who are available for such assignments, subject only to them being qualified for the assignment, and subject to the Employer's right to avoid overtime costs whenever possible. The Employer reserves the right to assign employees to medevac duty if there is no qualified employee available on the roster to take the trip.

This Letter of Understanding shall form part of the Collective Agreement.

HH WILLIAMS
MEMORIAL HOSPITAL

PUBLIC SERVICE ALLIANCE
OF CANADA

MEMORANDUM OF UNDERSTANDING

between

THE UNION OF NORTHERNWORKERS

and

THE HAY RIVER COMMUNITY HEALTH BOARD

In respect of the Collective Agreement for employees of H.H. Williams Memorial Hospital, expiring March 31 1998.

1. The parties agree to Sign the Collective Agreement Excluding Article 54.02.
2. Article 54.02 reads as follows:

"In the event the **Government** of the Northwest Territories approves that payment of Settlement Allowance for its employees in **Hay River** then the Hospital shall **pay** employees the **same** settlement allowances in a like **manner**."
3. The **parties** are in dispute as **to** the **question** of whether **or** not the parties agreed to delete article **54.02**.
4. The parties agree that as an alternative to filing complaints with **the C.L.R.B.**, the matter **referred** to in **#3** shall be placed before, and determined by a single arbitrator **whose** award will be **final** and binding.
5. The **parties** agree that **should** the arbitrator rule the Article was not deleted, **then** the Article shall **be** reinstated into the Collective Agreement.
6. This memorandum **will** form **part** of the Collective Agreement **and** any disputes arising as a result **of** the interpretation **and/or** Implementation of this letter shall be determined in accordance with the normal **dispute** resolution process.

(Original signed by:)
Scott Wiggs
(for the Union)

(Original signed by:)
Craig Neuman
(for the Employer)

July 10/97

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