

Collective Agreement

between

Public Service Alliance of Canada

(As Represented by its Agent Union of Northern Workers)

and

Nats'ejée K'éh Treatment Centre

**Effective From: April 1, 2006
To: March 31, 2010**

**Union of Northern Workers
Suite 200, 5112 – 52nd Street,
Yellowknife NT X1A 3Z5**

**Nats'ejée K'éh Treatment Centre
P.O. Box 3053,
Hay River Dene Reserve NT X0E 1G4**

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Article 1

Purpose of Agreement

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

Article 2

Interpretation and Definitions

- 2.01 For the purpose of this Agreement:
- (a) "Agreement" and "Collective Agreement" mean 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 Nats'ejée K'éh Treatment Centre excluding the Manager and Executive Assistant as certified by the Canada Labour Relations Board on November 2, 1999.
 - (e) "Casual Employee" means an employee employed by the Employer for work of a temporary nature not to exceed four (4) months.
 - (f) A "Common-law spouse" relationship is said to exist when, for a continuous period of at least one year, an employee has lived with a person, publicly represented that person to be their spouse, and lives and intends to continue to live with that spouse as if that person were their spouse.
 - (g) "Continuous Employment" means uninterrupted employment with the Employer.

Where an employee ceases to be employed for a reason other than dismissal, abandonment of position or rejection on probation, and is re-employed within a period of three months, his periods of employment for purposes of

sick leave, vacation entitlement and travel benefits shall be considered as continuous employment.

- (h) "Day of Rest" in relation to an employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of his position other than by reason of his being on leave of absence.
- (i) "Demotion" means the appointment of an employee for reasons of unsatisfactory performance, misconduct, incompetence or incapacity, to a new position for which the maximum pay is less than that of his former position.
- (j) "Dependant" means a person residing with the employee who is the employee's spouse, common-law spouse, child, step-child, adopted child who is nineteen years of age and dependent upon him/her for support or being nineteen years of age or more and dependent upon him/her by reason of mental or physical infirmity or any other relative of the employee's household who is wholly dependent upon him/her for support by reason of mental or physical infirmity.
- (k) "Employee" means a member of the Bargaining Unit.
- (l) "Employer" means the Nats'ejée K'éh Treatment Centre.
- (m) "Fiscal Year" means the period of time from April 1 of one year to March 31 of the following year.
- (n) "Grievance" means a difference between the Union and the Employer and/or between an employee and the Employer relating to the interpretation, application, administration or alleged contravention of the Agreement including any question as to whether a matter is arbitrable; disciplinary action resulting in demotion, suspension or a financial penalty; dismissal; and letters of discipline placed on an employee's personnel file.
- (o) "Holiday" means the twenty-four (24) hour period commencing at 12:00 midnight at the beginning of a day designated as a paid holiday in this Agreement.
- (p) "Lay-Off" means an employee whose employment is terminated because of lack of work or because of the discontinuance of a function.
- (q) "Leave of Absence" means absence from duty with the Employer's permission.
- (r) "May" shall be regarded as permissive and "Shall" and "Will" as imperative.
- (s) "Membership Fees" means the fees established pursuant to the By-Laws of the Public Service Alliance of Canada as the fees payable by the members of

the Bargaining Unit, and shall not include any initiation fee, insurance premium, or any other levy;

- (t) "Overtime" means work performed by an employee before or after or in excess of or outside of his regularly scheduled hours of work.
- (u) "Part-time Employee" means a permanent employee who is employed by the Employer in a position with normally scheduled hours of work each week which are less than the normal hours of work scheduled in a week for full-time employees.
- (v) "Permanent Employee" means an employee employed in a position designed as a regular full-time or part-time position by the Employer.
- (w) "Probation" means a period of three months from the day upon which an employee is first appointed.
- (x) "Promotion" means the appointment of an employee to a new position with a rate of pay, which exceeds that of his former position.
- (y) "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/her regularly scheduled daily hours of work, or where an employee is paid by the hour, the rate of pay established by the Employer for his/her part-time employment.
- (z) "Representative" means an employee who has been elected or appointed as a steward or any person who represents the Union at meetings with management and who is authorized to represent the Union.
- (aa) "Seniority" means the length of service with the Employer and shall be applied on a Bargaining Unit wide basis.
- (bb) "Union" means the Public Service Alliance of Canada as represented by its agent the Union of Northern Workers.
- (cc) "Week" for the purposes of this Agreement shall be deemed to commence on Saturday at 12:01 a.m. and terminate at midnight on Friday.

2.02 Where the masculine gender is used, it shall be considered to include the feminine gender and vice-versa unless any provision of this Agreement otherwise specifies.

Article 3

Recognition

- 3.01 The Employer recognizes the Union as defined in Article 2.01(bb) as the exclusive bargaining agent for all employees as described in the Certification Order issued by the Canada Labour Relations Board.

Article 4

Management Rights

- 4.01 Except to the extent provided in this Agreement, this Agreement in no way restricts the Employer in the management and direction of its operations.

Article 5

Application

- 5.01 The provisions of this Agreement apply to the Union, the Employer, and the employees.
- 5.02 Part-time employees shall be entitled to all benefits and allowances provided under this Agreement, which they may be eligible for in the same proportion as their weekly hours of work compare to the standard work week.

Discrimination

- 5.03 The Employer, the Union, and the employees agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee by reason of race, colour, ancestry, nationality, ethnic origin, place of origin, creed, religion, age, disability, sex, sexual orientation, gender identity, marital status, family status, family affiliation, political belief, political association, social condition, conviction for which a pardon has been granted, union membership or activity, or for exercising their rights under this Agreement, except to the extent permitted by law.

Article 6

Future Legislation

- 6.01 In the event that any law passed by Parliament or the N.W.T. 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.

Conflict of Provisions

- 6.02 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 7
Strikes and Lockouts

- 7.01 There shall be no lockout by the Employer and no interruption or impeding of work, work stoppage, strike, sit-down, slow-down, or any other interference with production by any employee or employees during the life of this Collective Agreement.

Article 8
Employer Directives

- 8.01 The Employer shall provide the Union and the Bargaining Unit Representative with a copy of all personnel directives or other such instruments within thirty (30) days of issuance.

Article 9
Appointment of Representatives

- 9.01 The Employer acknowledges the right of the Union to appoint employees as Representatives.

Article 10
Union Access to Employer Premises

- 10.01 Upon reasonable notification the Employer may permit access to its work premises of an accredited representative of the Union. Permission to enter the Employer's premises shall not be unreasonably denied.

Article 11
Time Off for Union Business

Conciliation or Arbitration Hearings
(Disputes)

- 11.01 The Employer will grant leave with pay to one employee representing the Union before a Conciliation or Arbitration Board hearing;

Employee called as a Witness

- 11.02 The Employer will grant leave with pay to an employee called as a witness before a Conciliation or Arbitration Board hearing.

Arbitration Hearing
(Grievance)

- 11.03 The Employer will grant leave with pay to an employee who is a party to the grievance, which is before an Arbitration Board.

Employee who acts as a Representative

- 11.04 The Employer will grant leave with pay to the Representative of an employee who is a party to the grievance.

Employee called as a Witness

- 11.05 The Employer will grant leave with pay to a witness called by an employee who is a party to the grievance.
- 11.06 When an employee and his representative are involved in the process of his grievance, and when operational requirements permit, he or they shall be granted reasonable time off with pay.

Contract Negotiations Meetings

- 11.07 The Employer will grant leave with pay for two (2) employees for the purpose of attending contract negotiations on behalf of the Union for the duration of such negotiations.

Meetings Between Employee Organizations and Management

- 11.08 When operational requirements permit, the Employer will grant time-off with pay to one (1) employee who is meeting with management on behalf of the Union.

Employee Organization Executive Council Meetings, Congress and Conventions

- 11.09 When operational requirements permit, the Employer will grant reasonable leave without pay to one (1) employee to attend Executive Council Meetings and Conventions of the Alliance, the Union of Northern Workers, the Canadian Labour Congress and the Northern Territories Federation of Labour.

Representatives Training Course

- 11.10 When operational requirements permit, the Employer will grant reasonable leave without pay to an employee who wishes to undertake training related to the duties of a Representative.

Time-Off for Representatives

- 11.11 A Representative shall inform of the supervisor before leaving his work to investigate a grievance, to meet with management for the purpose of dealing with

grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld.

(a) The Representative shall make every reasonable effort to report back to the supervisor as appropriate before resuming his normal duties.

11.12 When operational requirements permit and upon reasonable notice, the Employer will grant leave without pay for one (1) employee;

(a) to participate as delegates to constitutional conferences or other similar forums mandated by Federal or 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.

Leave for Elected Officers

11.13 Upon request, employees elected to the positions of President, 1st Vice-President, 2nd Vice-President, Regional Vice-President of the Union of Northern Workers, or P.S.A.C. Regional Executive Vice-President shall be granted a leave of absence for the term of office. The employee's seniority shall be maintained but will not accrue during the leave of absence. At the conclusion of the leave of absence, the employee will return to the same or a comparable position to that which he held at the commencement of the leave. Sick leave credits earned prior to the leave will be credited to the employee and other applicable benefits will be re-instituted with the Employer. The Employer shall continue to pay to such employees their applicable salaries and benefits in accordance with the terms of the Collective Agreement. Upon invoice by the Employer, the Union shall reimburse the Employer for all associated costs.

11.14 Upon reasonable notification, the Employer shall grant leave without pay to a Union representative seconded for a minimum period of one week to serve as President of the Union on a temporary basis.

Article 12 **Check Off**

12.01 The Employer will, as a condition of employment, deduct an amount equal to the amount of membership dues from the pay of all employees in the Bargaining Unit.

12.02 The Alliance shall inform the Employer in writing of the authorized deduction to be checked off for each employee within the Bargaining Unit.

12.03 For the purpose of applying Article 12.01, deductions from pay for each employee will occur on a biweekly basis and will apply to the extent that earnings are available. Where an employee does not have sufficient earnings in respect of any biweekly

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

- 12.04 From the date of signing and for the duration of this Agreement no employee organization, other than the Alliance, shall be permitted to have membership fees deducted by the Employer from the pay of the employees in the Bargaining Unit.
- 12.05 The amounts deducted in accordance with Article 12.01 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.
- 12.06 The Alliance 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.
- 12.07 The Employer agrees to identify annually on each employee's T4 slip the total amount of membership fees deducted for the applicable year.

Article 13 **Information**

- 13.01 The Employer agrees to provide the Union on a monthly 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.
- 13.02 The Employer shall provide each permanent employee with a copy of the Collective Agreement.
- 13.03 The Employer shall provide each new permanent employee with a copy of the Collective Agreement upon his appointment.
- 13.04 The Employer and the Union agree to equally share the costs of the printing of this Agreement. The Union agrees to facilitate the printing of the Agreement.
- 13.05 The Employer shall allow new employees to meet with the designated Union Representative for a maximum of one hour without loss of pay for the purpose of union orientation.

Article 14 **Provision of Bulletin Board Space and Other Facilities**

- 14.01 The Employer shall provide bulletin board space in its premises clearly identified for exclusive Union use for the posting of notices pertaining to elections, appointments, meeting dates, news items and social and recreational affairs.

- 14.02 The Employer may make available to the members of the Bargaining Unit a suitable meeting room to be used from time to time for the conducting of business relating to the Bargaining Unit.

Article 15

Adjustment of Disputes

- 15.01 Grievances shall be settled according to the following procedures for adjustment of disputes and arbitration.

Representation

- 15.02 If he so desires, an employee may be assisted and represented by the Union when presenting a grievance at any level.
- 15.03 Where an employee has been represented by the Union in the presentation of his grievance, the Employer will provide the appropriate representative of the Union with a copy of the Employer's decision at each level of the grievance procedure at the same time that the Employer's decision is conveyed to the employee.
- 15.04 An employee shall have the right to present a grievance on matters relating to the application or interpretation of this Agreement provided he first obtains the written authorization of the Union prior to presenting such grievance.
- 15.05 The Union shall have the right to initiate and present a grievance to any level of management specified in the grievance procedure related to the application or interpretation of this Agreement on behalf of one or more members of the Union.
- 15.06 An employee may, by written notice to the Manager, withdraw a grievance provided that, his withdrawal has the endorsement, in writing, of the Union.

Procedures

- 15.07 An employee or the Union who wishes to present a grievance at any prescribed level in the grievance procedure shall transmit this grievance in writing to the Manager who shall forthwith:
- (a) Forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate level; and
 - (b) Provide the employee with a receipt stating the date on which he received the grievance.
- 15.08 Except as otherwise provided in this Agreement a grievance shall be processed by recourse to the following steps:
- (a) First Level (Out of Scope Supervisor)
 - (b) Second Level (Executive Director)

(c) Final Level (Arbitration)

- 15.09 The Union shall have the right to consult with the Employers Representative with respect to a grievance at each or any level of the grievance procedure.
- 15.10 A grievance of an employee or the Union shall not be deemed to be invalid by a reason only of the fact it is not in accordance with the form supplied by the Employer.
- 15.11 No proceedings under this Article are invalid by reason of any defect of form or any technical irregularity.

Time Limits

- 15.12 The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the employee, and where appropriate, the Union representative.
- 15.13 A grievance may be presented to the First Level of the procedure in the manner prescribed in Article 15.07 within fifteen (15) calendar days of the time an employee became aware, of the circumstances leading to the grievance.
- 15.14 The Employer shall reply in writing to a grievance within fourteen (14) calendar days at First Level, within twenty one (21) calendar days at Second Level.
- 15.15 An employee or the Union may present a grievance at each succeeding level in the grievance procedure beyond the First Level,
- (a) Where the Employers response is not satisfactory to the grievor, within fourteen (14) calendar days after that response has been conveyed in writing to him by the Employer; or
 - (b) Where the Employer has not conveyed a decision to the grievor within the time prescribed in Article 15.14 within fourteen (14) calendar days after the day the reply was due.

Dismissal

- 15.16 No employee shall be dismissed without first being given notice in writing together with the reasons therefore. When the Employer dismisses an employee the grievance procedures shall apply except that the grievance may be presented at the Second Level.
- 15.17 Where an employee is required to attend a meeting with the Employer or a representative of the Employer to deal with disciplinary matters, the employee shall be advised twenty-four (24) hours in advance of the meeting of his/her right to have a representative of the Union present at the meeting. At the employees request the meeting will be postponed for a maximum of three (3) working days.

Arbitration

- 15.18 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement including any question as to whether a matter is arbitrable, or where an allegation is made that a term or condition of this Agreement has been violated, either of the parties may, after exhausting the grievance procedure in this Article, notify the other party in writing within twenty-one (21) days of the receipt of the reply at the Second Level, of his desire to submit the difference or allegation to arbitration.
- 15.19 (a) The parties agree that arbitration referred to in Article 15.18 shall be by a single arbitrator.
- (b) The parties will attempt to come to an agreement on the selection of an Arbitrator within thirty (30) calendar days of the date on which notification by either party to submit the difference or allegation to arbitration was made, or such further period as may be mutually agreed upon by the parties.
- (c) In the event that the Employer and the Union are unable to agree upon the selection of the Arbitrator, the Minister of Labour of Canada shall be requested to appoint an Arbitrator, and it is agreed that the Arbitrator so appointed shall act as the single Arbitrator.
- 15.20 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.
- 15.21 The arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it.
- 15.22 He shall sign the award of the arbitrator and copies thereof shall be transmitted to the parties to the dispute.
- 15.23 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.
- 15.24 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.
- 15.25 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 fourteen (14) calendar days from the date of the release of the decision or the date provided in the decision for compliance, whichever is later, file in the office of Clerk of the Federal Court of Canada, a copy of the decision, exclusive of the reason therefore in the prescribed form, whereupon the decision may be entered in the same way as the judgement or an order of that court and may be enforceable as such.

- 15.26 In addition to the powers granted to arbitrators under the *Canada Labour Code* the 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 and benefits lost by reason of his dismissal, or such less sum as in the opinion of the Arbitrator is fair and reasonable; or
 - (b) make such order, as he considers fair and reasonable having regard to the terms of this Agreement.

Article 16

Designated Paid Holidays

- 16.01 The following days are designated paid holidays for regular full-time employees, regular part-time employees, and term employees covered by this Agreement:

New Year's Day;
Good Friday;
Easter Monday;
Victoria Day;
National Aboriginal Day;
Canada Day;
August Civic Holiday;
Labour Day;
Thanksgiving Day;
Remembrance Day;
Christmas Day;
Boxing Day;

and such Territorial holidays as may be officially proclaimed.

- 16.02 Holidays for Casual Employees will dealt with in accordance with the *Labour Standards Act*.
- 16.03 Article 16.01 does not apply to an employee who is absent without pay on both the working day immediately preceding and the working day following the Designated Paid Holiday.

Holiday Falling on a Day of Rest

- 16.04 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.

- 16.05 When a day designated as a holiday for an employee is moved to another day under the provisions of Article 16.04:
- (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.
- 16.06 When the Employer requires an employee to work on a Designated Paid Holiday 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 (1½) times his hourly rate for the first four (4) hours worked, and
 - (b) twice (2) his hourly rate for hours worked in excess of four (4) hours.
- 16.07 At the request of the employee, time-off in lieu of cash payment will be granted at a later date convenient to both the employee and the Employer.
- 16.08 Where a day that is a designated holiday for an employee falls within a period of leave with pay, the holiday shall not count as a day of leave.

Article 17

Leave – General

- 17.01 When the employment of an employee who has been granted more vacation or sick leave with pay than he has earned is terminated, the employee shall be considered to have earned that amount of leave with pay granted to him provided that
- (a) an employee's employment is terminated by his death; or
 - (b) an employee's employment is terminated by lay-off;
 - (c) an employee's employment is terminated for medical reasons.
- 17.02 When an employee is in receipt of an allowance and is granted leave with pay, he is entitled during his period of leave to receive the allowance. When an employee is granted leave of absence without pay, the employee shall not be entitled to receive any allowances for the period of leave of absence without pay, unless otherwise provided for in this Agreement.
- 17.03 During the month of April in each year the Employer shall inform each employee in the Bargaining Unit in writing of the balance of his sick, special, compensatory and vacation leave credits as at the end of the fiscal year.

Article 18

Vacation Leave

Accumulation of Vacation Leave

18.01 Vacation leave shall be accumulated in accordance with years of service:

1st year to completion of 3rd year: 15 working days

4th year to completion of 7th year: 20 working days

8th year and after: 25 working days

Granting of Vacation Leave

18.02 In granting vacation leave with pay to an employee, the Employer shall make every reasonable effort to:

- (a) to schedule vacation leave for all employees in the fiscal year in which it is earned;
- (b) not to recall an employee to duty after he has proceeded on vacation leave;
- (c) to grant the employee his vacation leave during the fiscal year in which it is earned at a time specified by the employee;
- (d) to grant the employee vacation leave for at least up to five (5) consecutive weeks depending upon his vacation entitlements when so requested by the employee; and
- (e) to grant employees their vacation leave preference and where as between two or more employees who have expressed a preference for the same period of vacation leave, length of service with the Employer will prevail;
- (f) where the operational requirements are such that an employee is not permitted to take his vacation leave during the months of June to September inclusive in one fiscal year, special consideration will be given to his being granted his vacation leave during the months of June to September in the next fiscal year;
- (g) to grant the employee his vacation leave when specified by the employee if the period of vacation leave is less than a week, providing the employee gives the Employer reasonable advance notice.

18.03 All requests for vacation leave must be in writing. The Employer shall reply in writing to the request for vacation leave submitted by the employee within a reasonable period after the request has been received. Where the Employer has proposed to deny or reduced the vacation leave requested by the employee, the

Employer shall provide the employee with the reasons, in writing, for such denial or reduction of vacation leave.

18.04 Where in respect of any period of vacation leave, an employee:

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

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

Carry-Over Provisions

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 liquidated in cash in the month of April.

Recall From Vacation Leave

18.06 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 proceeding to his place of duty;
- (b) In respect of any non refundable deposits or rearrangements 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;

The employee shall not be considered as being on vacation leave during any period in respect of which he is entitled under Article 18.06 to be reimbursed for reasonable expenses incurred by him.

Leave When Employment Terminates

18.07 Where an employee dies or otherwise terminates his employment:

- (a) The employee or his estate shall, in lieu of earned but unused vacation leave, be paid an amount equal to the product obtained by multiplying the number of hours earned but unused vacation leave by the hourly 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.
- 18.08 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 18.07. If after reasonable efforts the Employer is unable to locate the employee within six (6) months of termination, his entitlement shall lapse.
- 18.09 Every employee who is proceeding on vacation leave shall be granted, once in each fiscal year, in addition to his vacation leave, travel time with pay for the time required for the return journey between his normal place of work and his destination. The amount of travel time to which an employee is entitled is determined in the following manner:
- (a) Where the employee travels by air, his travel leave shall be at least one-half day each way, or the actual travel time, whichever is greater, provided the latter does not exceed the time normally required to travel by air to the employee's point of departure.
 - (b) Where the employee travels by automobile, bus or train, his travel leave shall be a maximum of one (1) day each way upon the submission of a receipt.

Article 19

Sick Leave

- 19.01 An employee shall earn sick leave credits at the rate of one and one-quarter (1 ¼) days for each calendar month.
- 19.02 Subject to (a) and (b) below, and to the remainder of this Article, all absences on account of illness on a normal working day, exclusive of designated holidays shall be charged against an employee's accumulated sick leave credits.
- (a) There shall be no charge against an employee's sick leave credits when his absence on account of illness is less than one-half (½) 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 (½) day but less than a full day, one-half (½) day only shall be charged as sick leave.
- 19.03 Unless otherwise informed by the Employer an employee must sign a statement stating that because of an illness or injury he was unable to perform his duties.
- (a) if the period of leave requested does not exceed three (3) working days; and
 - (b) if in the current fiscal year, the employee has not been granted more than nine (9) days sick leave wholly on the basis of statements signed by him.

Medical Certificate

- 19.04 An employee is required to produce a certificate from a qualified medical practitioner, certifying that such employee is unable to carry out his duties due to illness:
- (a) For sick leave in excess of three (3) working days;
 - (b) For any additional sick leave in a fiscal year when in the same fiscal year the employee has been granted nine (9) days sick leave wholly on the basis of the statements signed by him.

Other Considerations

- 19.05 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, he shall retain any unused sick leave existing at the time of lay-off or commencement of leave without pay.
- 19.06 In circumstances where sick leave would be authorized but the employee has insufficient sick leave credits, he may be granted sick leave in advance up to a maximum of ten (10) days which shall be charged against future credits as earned, or recovered from his final pay if he is terminated. If the employee dies, there will be no recovery of advanced sick leave credits from the employee's final pay.
- 19.07 An employee is not eligible for sick leave with pay for any period in which he is on leave of absence without pay, or under suspension.
- 19.08 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.

Travel Time

- 19.09 Every employee who is proceeding to a medical centre by the direction of a qualified medical practitioner shall be granted leave of absence with pay which is not to be charged against his sick leave credits for the lesser of three (3) days or the actual travel time to the medical centre and return.

Article 20 **Special Leave**

- 20.01 For the purposes of this Article, "immediate family" shall mean the employee's spouse, common-law spouse, child, step child, adopted child, father, mother, brother, sister, grandparent, and grandchild, aunt, uncle, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law.
- 20.02 An employee shall earn special leave credits up to a maximum of twenty-five (25) days at the rate of one-half (1/2) day for each calendar month.

- 20.03 As credits are used, they may continue to be earned up to the maximum.
- 20.04 The Employer shall grant special leave earned with pay for a period of up to five (5) consecutive working days:
- (a) When there is a death in the employee's immediate family;
 - (b) when an employee is to be married.
- 20.05 The Employer may grant an employee special leave with pay for a period of up to five (5) consecutive working days:
- (a) 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;
 - (b) where a member of the immediate family residing outside the employee's community of residence becomes seriously ill.
 - (c) where special circumstances not directly attributable to the employee prevent his/her reporting to duty, including:
 - (i) serious household or domestic emergencies;
 - (ii) A transportation problem caused by weather if the employee makes every reasonable effort to report for duty;
 - (iii) Serious community emergencies, where the employee is required to render assistance;
 - (iv) In circumstances which are of general value to the Employer, such as where the employee:
 - 1) Takes an examination which will improve his/her position or qualifications;
 - 2) Attends his/her University Convocation, if he/she 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.
- Such leave will not be unreasonably withheld.
- 20.06 Special leave in excess of five (5) consecutive working days for the purposes enumerated in Articles 20.04 and 20.05 may only be granted with the Employer's approval.

- 20.07 An employee shall be granted special leave with pay up to a maximum of one (1) working day on the occasion of the birth of their child. An employee shall be granted special leave with pay up to a maximum of one (1) working day on the occasion of the adoption of a child. This leave may be divided into two parts and taken on separate days. Under special circumstances the Employer may extend this period to a maximum of three (3) working days.

Advance of Credits

- 20.08 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 advance leave from any special leave credits subsequently earned.

Casual Leave

- 20.09 Employees may be granted casual leave with pay to a maximum of two (2) hours for the following purposes:

Medical, Dental and Legal Appointments

- 20.10 Whenever it is necessary for an employee to attend upon his/her doctor, dentist, or lawyer during working hours he/she may be granted casual leave for these purposes.

Other Casual Leave

- 20.11 The Employer may grant an employee casual leave for other purposes of a special or unusual nature.
- 20.12 Employees may be granted casual leave with pay to a maximum of one day per occurrence where the employee's physician requires him/her to attend regular or recurring medical treatments and checkups.

Such casual leave shall not be unreasonably denied.

Article 21 **Maternity Leave**

- 21.01 An employee who becomes pregnant shall be granted seventeen (17) consecutive weeks maternity leave without pay commencing at any time during the seventeen (17) week period immediately preceding the expected date of delivery, provided that the employee gives the Employer written notice at least four (4) weeks before the day on which the employee expects to commence her leave. At the employee's request the Employer shall give her, within one week of her request, a clear understandable information package about maternity leave requirements and benefits.

21.02 The Employer may:

- (a) upon written request from the employee, defer the commencement of maternity leave without pay of an employee or terminate it earlier than seventeen (17) weeks after the date of the termination of her pregnancy;
- (b) grant maternity leave without pay to an employee to commence earlier than seventeen (17) weeks before the expected termination of her pregnancy;
- (c) where maternity leave without pay is requested, require an employee to submit a medical certificate certifying pregnancy.

21.03 Leave granted under this Article shall be counted for the calculation of "continuous employment" and "continuous service".

Maternity-related Reassignment or Leave

21.04 Where a pregnant or nursing employee produces a statement from her physician that her working conditions may be detrimental to her health, that of her foetus or her nursing child, the Employer shall either change such working conditions or temporarily transfer the employee to another position with equal pay or allow the employee to take leave of absence without pay for the duration of her pregnancy.

Maternity Leave Allowance

21.05 After completion of six (6) months continuous employment, an employee who provides the Employer with proof that she has applied for and is in receipt of employment insurance benefits pursuant to Section 22, *Employment Insurance Act*, shall be paid a maternity leave allowance.

21.06 A recipient under Article 21.05 shall sign an agreement with the Employer providing:

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

21.07 Should the employee fail to return to work, except by reason of death, disability or lay-off, as per the provision of Article 21.06, the employee recognizes that she is indebted to the Employer for the amount received as maternity leave allowance. Should the employee not return for the full six months, the employee's indebtedness shall be reduced on a prorated basis according to the number of months for which she received pay.

21.08 No employee shall be laid off, transferred or relocated while on, or within six (6) months of her return, from maternity leave without the consent of the employee, the Employer and the Union.

21.09 In respect of the period of maternity leave, payments of maternity leave allowance will consist of the following:

- (a) For the first two (2) weeks, payments equivalent to ninety-three percent (93%) of her weekly rate of pay. For up to a maximum of an additional fifteen (15) weeks, payments equivalent to the difference between the employment insurance benefits she is eligible to receive and ninety-three percent (93%) of her weekly rate of pay;
- (b)
 - (i) for a full-time employee the weekly rate of pay referred to in Article 21.09(a) shall be the weekly rate of pay for her classification and position on the day immediately preceding the commencement of the maternity leave.
 - (ii) for a part-time employee the weekly rate of pay referred to in Article 21.09(a) shall be the prorated weekly rate of pay for her classification and position averaged over the six month period of continuous employment immediately preceding the commencement of the maternity leave.
- (c) Employees have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan.
- (d) Where an employee becomes eligible for a pay increment or an economic adjustment with respect to any period in which the employee was in receipt of payments under Article 21.09(a), the payments shall be adjusted accordingly.
- (e) Maternity leave allowance payments made under this plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

Other Benefits During Leave

21.10 An employee returning to work from maternity leave retains her service credits accumulated prior to taking leave.

21.11 Illness arising due to pregnancy during employment and prior to this leave of absence may be charged to normal sick leave credits.

Article 22 **Parental Leave**

22.01 Where an employee has or will have the actual care or custody of his/her newborn child, or an employee commenced proceedings to adopt a child or obtains an order for the adoption of a child, he/she shall be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks. This leave without pay shall be taken during the fifty-two (52) week period immediately following the day

the child was born or, in the case of adoption, within the fifty-two (52) week period from the date the child comes into the employee's care and custody.

- 22.02 An employee who intends to request parental leave without pay shall provide the Employer with four (4) weeks written notice, except where in the case of adoption the child arrives at the employee's home sooner than expected. In the case of an adoption, the employee shall notify the Employer as soon as the application for adoption has been approved by the adoption agency or legal guardianship and custody papers have been completed.
- 22.03 Leave granted under this Article shall be counted for the calculation of "continuous employment" and "continuous service".
- 22.04 Parental leave without pay taken by an employee in conjunction with maternity leave shall be taken immediately after the termination of maternity leave and the duration of both periods of leave without pay combined shall not exceed a total of fifty-two (52) weeks.
- 22.05 Parental leave without pay taken by an employee couple, both of whom are employed by the Employer, in conjunction with maternity leave shall not exceed a total of fifty-two (52) weeks.
- 22.06 Parental leave without pay taken by an employee couple, both of whom are employed by the Employer, shall not exceed a total of fifty-two (52) weeks for both employees combined.

Other Benefits During Leave

- 22.07 An employee returning to work from parental leave retains his/her service credits accumulated prior to taking leave.

Article 23 **Other Leave**

Court Leave

- 23.01 Leave of absence with pay shall be given to every employee, other than an employee on leave of absence without pay or under suspension, who is required:
 - (a) to serve on a jury; or
 - (b) by subpoena or summons to attend as a witness in any proceeding held:
 - (i) In or under the authority of a court of justice or before a grand jury;
 - (ii) Before a court, judge, justice, magistrate, or coroner;

- (iii) Before the Senate or House of Commons of Canada, or a committee of the Senate or House of Commons, otherwise than in the performance of the duties of his position;
- (iv) Before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it;
- (v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

Emergency Leave

23.02 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.

Injury-on-Duty Leave

- 23.03 (a) An employee shall be granted injury-on-duty leave with pay for such reasonable period, but in any event no longer than seventeen (17) weeks, as may be determined by the Employer where it is determined by the Workers' Compensation Board that he is unable to perform his duties because of:
- (i) personal injury accidentally received in the performance of his duties and not caused by the employee's wilful misconduct; or
 - (ii) sickness resulting from the nature of his employment; or
 - (iii) over-exposure to radioactivity or other hazardous conditions in the course of his employment,

if the employee agrees to assign to the Employer any amount received by him from the Workers' Compensation Board for loss of wages in settlement of any claim he may have in respect of such injury, sickness or exposure.

- (b) The Employer shall make every reasonable effort to find alternate employment within its employ for an employee who suffers an injury on duty and who as a result becomes unable to carry out his normal work functions.

Leave for Other Reasons

23.04 Notwithstanding any provisions for leave in this Agreement, the Employer may grant leave of absence with or without pay to an employee for any other purpose.

Mental Health Days

- 23.05 Employees who have completed twelve (12) consecutive months of employment will be entitled to take up to five (5) mental health days per fiscal year with pay taken on days mutually agreed to between the Employer and the employee for the purpose of self-care. Such mutual agreement shall not be unreasonably withheld. Mental health days not taken within the fiscal year shall be forfeited, except in respect to days the employee is not able to take because no agreement was reached, in which case those days shall be carried over into the next fiscal year. Part-time employees shall be entitled to this leave on a pro-rated basis.

Article 24 **Hours of Work**

- 24.01 Regular hours of work for full-time employees shall be:

- (a) Administration Staff: Seven and one-half (7.5) consecutive hours per day between 8:00 AM to 4:30 PM exclusive of an one (1) hour meal period, five (5) consecutive days per week Monday to Friday.
- (b) Treatment and Cultural Staff: Seven and one-half (7.5) consecutive hours per day between 8:00 AM to 10:00 PM exclusive of an (1) hour meal period, five (5) consecutive days per week Monday to Sunday with two (2) consecutive days of rest per week.

An employee who works four (4) consecutive Saturday-Sundays shall not be required to subsequently work the following five (5) consecutive Saturday-Sundays. If for any reason an employee has to work any of following five (5) consecutive Saturday-Sundays then overtime will apply for all such hours worked on those Saturday-Sundays.

Shift schedules shall be posted at least fourteen (14) days in advance. Should the Employer require an employee to switch to a different shift after this posting, then the first such shift of seven and one-half (7.5) consecutive hours shall be paid at the applicable overtime rate.

Treatment and cultural employees shall not be required to work Saturdays and Sundays on non-programming weeks.

- (c) Evening Staff: Eight (8) consecutive hours per day between 4:00 PM and 12:00 Midnight, and 12:00 Midnight and 8:00 AM, inclusive of an one-half (1/2) hour paid meal period, five (5) consecutive days per week Monday to Friday.

- (d) Kitchen Staff: Seven and one-half (7.5) consecutive hours per day exclusive of an (1/2) hour lunch period, five (5) consecutive days per week. The Cook's hours are from 6:30 AM. to 2:30 PM, Monday to Friday. The Kitchen Aide/Janitor and the Cook's Helper's hours are staggered to cover off the entire week between 6:30 AM and 7:00 PM, Monday to Sunday.
 - (e) Part-time Weekend Staff: Eight (8) consecutive hours per day between 8:00 AM to 4:00 PM, and 4:00 PM to 12:00 Midnight, and 12:00 Midnight and 8:00 AM, Saturday and Sunday inclusive of an one-half (1/2) hour lunch period.
- 24.02 Employees shall be entitled to a rest period, with pay, of fifteen (15) minutes duration commencing on or about mid way through the first half of the workday and shall be entitled to a rest period with pay, of fifteen (15) minutes duration commencing on or about mid way through the last half of the workday.
- 24.03 The specified meal periods of shall be scheduled as close to the mid-point of the workday as possible. The Employer will make every effort to arrange meal periods at times convenient to the employees.

Article 25

Shift Premium

- 25.01 Employees who are regularly scheduled to work outside of the normal hours of work 8:00 a.m. to 5:00 p.m., shall be paid a shift premium as follows.
- (a) One dollar and ten cents (\$1.10) per hour for all hours worked between the hours of 4:00 p.m. and 12:00 midnight; and
 - (b) One dollar and twenty-five cents (\$1.25) per hour for all hours worked between the hours of 12:00 midnight and 8:00 a.m.
- 25.02 Employees shall receive an additional premium of seventy-five cents (\$0.75) per hour for work on Saturday and/or Sunday for hours worked. Week-end premium shall be payable in respect of all regularly scheduled straight time hours worked on Saturday and/or Sunday.

Article 26

Overtime

- 26.01 In this Article:
- (a) "Overtime" means work performed by an employee before or after or in excess or outside of his regularly scheduled hours of work.
 - (b) "Straight time rate" means the hourly rate of remuneration.
 - (c) "Time and one-half" means one and one-half times the straight time rate.

- (d) "Double time" means twice the straight time rate.
- 26.02 An employee who is required to work overtime shall be paid overtime compensation for each completed fifteen (15) minutes of overtime worked by him subject to a minimum payment of one (1) hour at the overtime rate when the overtime work is authorized in advance by the Employer.
- 26.03 Employees shall record starting and finishing times of overtime worked on a form determined by the Employer.
- 26.04 Subject to the operational requirements the Employer shall make every reasonable effort:
- (a) to allocate overtime work on an equitable basis among readily available qualified employees who are normally required in their regular duties to perform that work;
 - (b) to give employees who are required to work overtime reasonable advance notice of this requirement.
- 26.05 Except in case of an emergency an employee may for cause refuse to work overtime, providing he places his refusal in writing.
- 26.06 An employee who is requested to work overtime shall be entitled to a minimum of one hour's pay at the appropriate rate described below:
- Overtime work shall be compensated as follows:
- (a) At time and one-half (1 ½) for all hours except as provided in Article 26.06(b);
 - (b) At Double time (2) for all hours of overtime worked in a day after the first four (4) hours of overtime.
- 26.07 Through mutual agreement between the Employer and the employee, time off in lieu of cash payment may be granted at a later date convenient to both the employee and the Employer.
- 26.08 Where an employee is required to work three (3) or more hours of overtime immediately following his regularly scheduled hours of duty, and, because of operational requirements, the employee is not permitted to leave his place of work, the Employer will either provide the employee with a meal or meal allowance equal to the amount of the Dinner in accordance with the Duty Travel, Meals and Incidental Expenses (Article 33.05).

Article 27
No Restriction on Outside Employment

- 27.01 An employee can carry on any business or employment outside of his regularly scheduled hours of duty without interference from the Employer. The employee will however provide written notice of such activities to the Employer promptly upon commencement.
- 27.02 Employees are prohibited from carrying on any business or employment outside their regularly scheduled hours of duty when such business or employment is such that:
- (a) Certain knowledge and information available to the employee through Nats'ejée K'éh Treatment Centre places the individual in a position where he can exploit the knowledge or information for personal gain.

Article 28
Pay

- 28.01 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 – Hourly Rates of Pay.
- 28.02 Employees shall be paid on a biweekly basis with paydays being every second Friday.
- 28.03 Employees who have earned overtime compensation or any other extra allowances in addition to their regular pay, shall receive such remuneration no later than the pay period after the pay period in which such compensation was earned.
- 28.04 Where paycheques, pay stubs, T4 information slips, and any other employee-specific pay and benefit items are distributed to employees at their place of work, they shall first have been placed in sealed envelopes. Pay stubs shall show the employee's name, the pay period being paid, the particulars of wages, allowances, overtime and benefits paid, the deductions taken from the pay, and the employee's net pay. The Employer shall provide every employee with an information slip on a monthly basis showing his unused vacation leave, sick leave, special leave, mental health days and banked lieu time credits.

Acting Pay

- 28.05 When an employee is required in writing by the Employer to perform the duties of a higher classification level on an acting basis he shall be paid acting pay calculated from the date on which he commenced to act as if he had been appointed to that higher classification level for the period in which he acts.

Wage Increases

- 28.06 (a) The Employer agrees to pay any negotiated wage increases to every employee not later than the month following the month in which this Agreement is ratified and not later than the pay period in which any subsequent wage increases become effective.
- (b) The Employer agrees to pay any retroactive remuneration for wage increases, overtime, acting pay and allowances not later than the month following the month in which this Agreement is ratified.
- (c) Retroactive pay shall be issued on a separate cheque.

Article 29 **Reporting Pay**

- 29.01 If an employee reports to work on his regularly scheduled workday and there is insufficient work available, he is entitled to pay for the day.
- 29.02 If an employee is directed to report for work on a day of rest or on a designated paid holiday, he shall be paid at the applicable overtime rates.
- 29.03 If an employee is directed to report for work outside of his regularly scheduled hours, he shall be paid the greater of:
- (a) Compensation at the appropriate overtime rate; or
- (b) Compensation equivalent to four (4) hour's pay at the straight time rate for each time he is required to report for work.

Article 30 **Call-Back Pay**

- 30.01 When an employee is recalled to a place of work for a specific duty, he shall be paid the greater of:
- (a) compensation at the appropriate overtime rate; or
- (b) compensation equivalent to four (4) hours' pay at the straight-time rate.

Article 31 **Standby**

- 31.01 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 one dollar and thirteen cents (\$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 one dollar and fifty cents (\$1.50) for each hour that he is on standby.

- 31.02 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.
- 31.03 No standby payment shall be granted if an Employee is unable to report for duty when required.
- 31.04 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.

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 workday, 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 overtime rate for all hours travelled, with a minimum of four (4) hours pay at the straight time rate and a maximum of seven and one-half (7½) hours at the applicable overtime rate.
- 32.02 For the purpose of this Article, hours travelled includes a one (1) hour check-in period at airports or bus depots 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 or buses, but is exclusive of overnight stopovers.
- 32.03 The Employer will make every reasonable effort to restrict travel outside of the employee's headquarters that requires absence from home beyond a period, which includes two (2) weekends.
- 32.04 Where an employee is absent from home on a designated paid holiday or day of rest and does not work, he shall receive cash payment at time and one-half (1 ½) his rate of pay or be granted the equivalent leave with pay.

Article 33

Duty Travel

33.01 An employee who is authorized to travel on Employer business will be reimbursed for reasonable expenses incurred.

Entitlement

33.02 The entitlement set out hereunder are subject to limitations in Articles 33.05, 33.07 and 33.08. Where the expenses for meals, lodging and other items cannot be kept within the entitlement laid down in this Article, the claimant must explain the circumstances of his claim and justify actual expenses by receipts.

Transportation

33.03 The cost of transportation is authorized as follows:

- (a) Economy air (employees may be entitled to travel executive class if proof is provided that economy air was not available on a required flight);
- (b) privately-owned car: where the use of a privately-owned car is authorized an allowance of 51.5 cents per kilometre;
- (c) rented or hired cars - where this is the most reasonable or economical means of travel.
- (d) 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.

Accommodation

- 33.04
- (a) Commercial Accommodation Not Exceeding 15 Calendar Days - employees may be reimbursed for actual costs of authorized accommodation. Receipts must accompany commercial accommodation expenses.
 - (b) Accommodation for Periods in Excess of 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 \$50.00 for each night. This rate will be adjusted as the Federal rate is changed.
 - (d) Other Accommodation - employees on extended trips may be provided with temporary accommodation at the discretion of the Employer. Employees who obtain such lodging are not entitled to the \$50.00 non-commercial accommodation allowance referred to in Article 33.04(c), and are financially

responsible for any damage incurred. Employees provided with this accommodation are not required to pay rent.

Meals and Incidental Expenses

33.05 Expenses claimed under this heading are for the cost of meals and for such incidental expenses as tips to miscellaneous service personnel, etc.

- (a) For periods of duty travel not exceeding fifteen (15) calendar days, a per diem rate of \$92.15 will be paid. In the event an employee is in travel status for a part day only, the following amounts may be claimed.

Breakfast	\$12.95
Lunch	\$14.90
Dinner	\$47.00
Incidentals	\$17.30

- (b) These rates will be adjusted as the Federal Rates are changed (April 1 and October 1).

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

Other Expenses

33.06 Employees shall 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 or more days preceding the weekend, he shall be reimbursed for a personal long distance call not to exceed five (5) minutes (to be supported by receipts where available);
- (b) baggage - for storage and excess baggage charges where this is in the performance of duty and a satisfactory explanation is provided;
- (c) taxis - the use of taxis must be explained except where the purpose is self-evident. Taxis should not be authorized for repeated trips between the same place where convenient public transportation is available;
- (d) laundry - after two consecutive days on duty travel, a maximum of \$2.00 per day for each subsequent day supported by receipts in all cases;
- (e) local phone calls for business purposes;

- (f) payment of casual wages for service personnel where a satisfactory explanation is provided, not to exceed \$50.00.

Child Care Expenses

- 33.07 Employees may be reimbursed a maximum of \$25.00 per day per child upon provision of receipts, if the employee, due to the requirement to travel on behalf of the Employer, incurs childcare expenses, which exceed those that would have normally been incurred.

Limitations

- 33.08 Notwithstanding Article 33.06(f), no item of "other expenses" or transportation in excess of \$5.00, will be reimbursed unless it is supported by a receipt.

Procedure

- 33.09 (a) The Employer shall authorize Duty Travel before the start of a trip.
- (b) When requested by the employee, an advance sufficient to cover reasonable expenses shall be provided to the employee at least three (3) banking days prior to the commencement of a trip.
- (c) Upon completion of a trip the employee shall, within ten (10) working days, submit to the Executive Director in writing, a list of expenses and corresponding receipts (if applicable) attached, along with a personal cheque to cover any amount by which the travel advance exceeded the total of the claim.
- (d) Any amount by which the claim exceeds the advance shall be reimbursed to the employee within (10) days.

Article 34 **Statement of Duties**

- 34.01 When an employee is first hired the Employer shall, before the employee is assigned to that position, provide the employee with a written Statement of Duties of the position to which he or she is assigned.
- 34.02 Upon written request, an employee shall be entitled to a complete and current Statement of Duties and responsibilities of his position.

Orientation and Training

- 34.03 Every new employee will be given a full orientation of the centre, the policies and procedures, and of their duties.

Article 35

Classification

- 35.01 During the term of this Agreement, if the Employer implements a new or revised classification, the Employer shall negotiate with the Union the rates of pay for the classification. If the parties fail to reach agreement within sixty (60) days, the matter may be referred to arbitration. The arbitrator's decision will be retroactive to the date the Employer implemented the new or revised classification.
- 35.02 Where an employee believes that he has been improperly classified with respect to his position or category, group and level, he shall discuss his classification with the Executive Director and, on request, be provided with a copy of his statement of duties before he files a grievance.

Article 36

Vacancies, Job Posting, Promotions and Transfers

- 36.01 Every vacancy for positions expected to be of more than six months' duration and every newly created position shall be posted for three (3) full working days on the Union notice board. An employee desiring a position must make application in writing to the Executive Director within four (4) working days of the first day of posting. The Employer with a view to determining the potential of the applicants to perform the job effectively shall consider the applicants skills, competencies, and abilities objectively and where these factors are equal, seniority shall govern.
- 36.02 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. Such employee shall have the right to return to a position in the Bargaining Unit consistent with his seniority accumulated up to the date of transfer outside the unit.
- 36.03 No employee shall be transferred to another position within the Bargaining Unit without his consent. If an employee is transferred to another position, he shall have the right to return to his former position within sixty (60) days, and other employee affected by the transfer shall be returned to his former position, without loss of wages or seniority.
- 36.04 New employees shall not be hired when there are permanent employees on lay-off qualified to perform the job.

Article 37

Employee Performance Review and Employee Files

- 37.01 When a formal review of an employee's performance is made, the employee concerned shall be given the opportunity to discuss and then sign the review form in question to indicate that its contents have been read and understood. The employee

shall also be given the opportunity to provide written comments to be attached to his performance appraisal.

- 37.02 The formal review of an employee's performance shall also incorporate an opportunity for the employee to state his career development goals and that every reasonable effort be made to develop the career potentials of each individual through in-service training, retraining, or any other facets of career development which may be available.

Employee Files

- 37.03 The Employer agrees not to introduce as evidence in the case of promotional opportunities or disciplinary action any disciplinary document from the file of an employee, the existence of which the employee was not made aware of by the provision of a copy thereof at the time of filing or within a reasonable period of thereafter.
- 37.04 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 one (1) year has elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.
- 37.05 Upon written request of an employee, the Personnel file of that employee shall be made available for his examination at reasonable times in the presence of an authorized representative of the Employer and the Union.

Article 38

Safety and Health

- 38.01 The Employer shall comply with all applicable federal, territorial, and municipal health and safety legislation and regulations. All standards established under the legislation and regulations shall constitute minimum acceptable practice.
- 38.02 The Employer will maintain a minimum staffing level of two persons at all times.
- 38.03 The Employer will ensure employees are regularly tested and inoculated, where possible for TB, Hepatitis B and C and any other disease constituting an occupational risk at no expense to the employee.
- 38.04 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 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 affect job security.

Article 39

Harassment

- 39.01 The Employer is committed to providing a safe work environment free from personal and sexual harassment, abuse of power and authority and violence. Every Employee has the right to freedom from harassment and violence in the work place.
- 39.02 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.
- 39.03 Personal Harassment is defined as any action, conduct, gesture or contact that:
- (a) is likely to cause offence or humiliation; and/or
 - (b) which tends to annoy, alarm, abuse (verbally) another person and serves no legitimate purpose.
- 39.04 Abuse of power and authority means an individual's improper use of power and authority inherent in a position held, by means of intimidation, threats, blackmail or coercion.
- 39.05 Violence shall be defined as any incident in which an employee is abused, threatened or assaulted during the course of their employment. This includes the application of force, threats with or without weapons, severe verbal abuse and persistent sexual and racial harassment.
- 39.06 Upon receipt of a complaint of Harassment, Abuse of Power and Authority or violence the Employer shall have the complaint investigated immediately and:
- (a) Ensure the complainant's safety;
 - (b) Notify the RCMP in the case of physical violence or threats;
 - (c) Notify the Employee's Union representative;

- (d) Offer to arrange for counselling for the complainant.
- 39.07 The complainant has the right to be provided with the written copy of the investigator's report upon completion.
- 39.08 A grievance regarding any matter under this Article may be initiated at any step of the grievance procedure and will be handled with all possible confidentiality and dispatch.

Article 40

Short Term Leave for Training Purposes

- 40.01 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 recommendation of the Manager and with the approval of the Employer.
- 40.02 Such leave shall be based on an appraisal of the present and future job requirements and the qualifications of the employee applying therefore and shall be granted only to meet the identified needs.
- 40.03 Full or partial financial assistance in respect of salary, tuition, travelling and other expenses may be granted during such leave;
 - (a) where the employee has become technically obsolete and requires retraining to satisfactorily carry out the work, or
 - (b) where the courses are required to keep the employee abreast of new knowledge and techniques in his field of work, or
 - (c) where qualified persons cannot be recruited to carry out essential work and it is necessary to train present employees.
- 40.04 Refund of tuition fees, in respect of courses may be made on receipt of evidence of successful completion, if the course is of value to the employee's work and does not require the employee to be absent from duties.
- 40.05 Under this Article, leave with full or partial financial assistance in respect of salary will carry with it the obligation to return after leave to work for the Employer for a period equivalent to the leave.
- 40.06 Where an employee has submitted a request for leave under Article 40.01 and 40.02, the Employer shall, within sixty (60) calendar days from the date of the employee's submission, advise the employee whether his request has been approved or denied.

Article 41
Contracting Out

41.01 There shall be no contracting out of any Bargaining Unit work by the Employer.

Article 42
Seniority

42.01 A newly hired employee shall be on probation for a period defined in Article 2.01(w). During the probation period, the employee shall be entitled to all rights and benefits of this Agreement, except as otherwise provided. After completion of the probationary period, seniority shall be effective from the date of commencement of the probationary period.

42.02 The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. A copy of the seniority list shall be posted on all bulletin boards and sent to the Union and shall be kept up-to-date by the Employer.

42.03 Seniority shall not accumulate during a leave of absence without pay or during a lay-off.

Article 43
Layoff and Recall

43.01 The Employer agrees that there shall be no layoff of any employee during the life of this Collective Agreement except for layoff resulting from lack of work or lack of funding.

43.02 Layoffs shall be based on seniority within a classification.

43.03 When an employee is to be laid-off he shall have the right to bump an employee with less seniority provided he has the skills, competencies and abilities.

43.04 The last employee laid off shall be the first recalled provided he is qualified to do the work.

43.05 The Employer shall notify employees who are to be laid off ten (10) working days prior to the effective date of layoff, or award pay in lieu thereof, unless a greater period of notice is required by legislation, in which case such greater period of notice, or pay in lieu thereof, shall be given.

43.06 A new employee will not be hired to fill the job of a laid-off employee provided the laid-off employee fulfills the recall provision.

43.07 The Employer shall give notice of recall personally or by registered.

- 43.08 Where notice of recall is given personally, the Employer shall deliver in duplicate a letter stating that the employee is recalled and the employee shall acknowledge receipt of notice by signing the duplicate copy of such letter. In this instance, notice of recall is deemed to be given when served.
- 43.09 Where notice of recall is given by registered mail, notice is deemed to be given when the employee receives such letter or not later than three (3) days from the date of mailing.
- 43.10 The employee shall keep the Employer advised at all times of his current address. The employee shall return to work within fourteen (14) calendar days of receipt of notice of recall, unless, on reasonable grounds, he is unable to do so.

Article 44

RRSP and Group Benefit Plans

- 44.01 Effective thirty (30) days after date of ratification, the Employer shall provide an Employee Benefit Plan through the Northern Employee Benefits Services (NEBS), or equivalent benefits to all regular full-time employees, regular part-time employees, and term employees who are scheduled to work an average of twenty (20) hours or more per week:
- (a) The following coverage shall be included:
 - (i) Life and A.D.& D Insurance equal to one and one half (1.5) times the employees annual salary
 - (ii) Dependent Life
 - (iii) Long Term Disability
 - (b) The Northern Employee Benefits Services (NEBS) Extended Health Care and Dental Insurance Plans, or equivalent plans, are optional plans available to each eligible employee
 - (c) Premium cost sharing shall be as follows:
 - (i) Life and A.D. & D: 100% Employer
 - (ii) Dependent Life: 100% Employer
 - (iii) Long Term Disability: 100% Employee
 - (iv) Extended Health Care: 80% Employer, 20% Employee
 - (v) Dental Care: 80% Employer, 20% Employee

- (d) The provisions above provide an outline of benefits and plan conditions. The plan conditions and policies of insurance shall govern eligibility and coverage in all respects. These documents shall not be considered as incorporated in this Agreement.
- (e) The Employer shall have the right to choose the benefit plan carrier; provided comparable coverage is maintained.

44.02 The Employer agrees to contribute an amount equal to seven percent (7%) of an employees salary, and the employees agree to contribute five percent (5%) of their salary, on a monthly basis to an RRSP of the employee's choice.

Article 45

Northern Allowance

45.01 A Northern Allowance will be paid to every employee in accordance with this Article.

- (a) The allowance will be paid biweekly as set out in Article 28.02.
- (b) The allowance will be pro-rated to an hourly rate by dividing the annual rate by the standard yearly hours (1950 or 2080).

45.02 Effective April 1, 2006, the annual rate for Northern Allowance shall be \$3,282. The amount of the Northern Allowance shall be adjusted each fiscal year in accordance with such adjustments as may be made to the Northern Allowance rate for employees of the Government of the Northwest Territories for employees working in the Hay River Reserve.

Article 46

Re-opener of Agreement and Mutual Discussions

Re-opener of Agreement

46.01 This Agreement may be amended by mutual consent.

Mutual Discussions

46.02 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 47
Duration and Renewal

- 47.01 The term of this Agreement shall be from April 1, 2006 to March 31, 2010.
- 47.02 Notwithstanding the preceding, the provisions of this Agreement including the provisions for the adjustments of disputes in Article 15, shall remain in effect during the negotiations for its renewal and until a new Agreement becomes effective.
- 47.03 Within four 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 conclusion, renewal or revision of the Collective Agreement in accordance with Part I Section 49 of the *Canada Labour Code*.
- 47.04 Where notice to commence collective bargaining has been given under Article 47.03, the Employer shall not without consent by or 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, or until the requirements of Section 89 of the *Canada Labour Code* Part I are met.

Signed at Hay River, Northwest Territories on February 16, 2007 by the parties:

Nats'ejée K'éh Treatment Centre

Public Service Alliance of Canada

Pat Martel
Chair

Jean-François Des Lauriers
Regional Executive Vice-President – North

Margaret Thom
Vice-Chair

Todd Parsons
President, UNW

Shirley Lamalice
Member

Faye Duval
Committee Member

Roger S. Hofer
Spokesperson

Eloise Fineday
Committee Member

John Young
Committee Member

Stephen Bedingfield
Negotiator

Appendix A Hourly Rates of Pay

Effective April 1, 2006

<u>Classification</u>	<u>Step 1</u>
In-take/Aftercare Worker	22.37
MH/A Team Leader	36.66
MH/A Counsellor	35.08
Evening Facilitator	24.20
Wellness Worker	24.20
Attendant	21.61
Cultural Helper	24.20
Maintenance/Van Driver	21.61
Cook	24.07
Kitchen Aid/Janitor	18.54
Cook's Helper	18.54

Effective April 1, 2007

<u>Classification</u>	<u>Step 1</u>
In-take/Aftercare Worker	23.04
MH/A Team Leader	37.76
MH/A Counsellor	36.13
Evening Facilitator	24.93
Wellness Worker	24.93
Attendant	22.26
Cultural Helper	24.93
Maintenance/Van Driver	22.26
Cook	24.79
Kitchen Aid/Janitor	19.10
Cook's Helper	19.10

Effective April 1, 2008

<u>Classification</u>	<u>Step 1</u>
In-take/Aftercare Worker	23.73
MH/A Team Leader	38.89
MH/A Counsellor	37.21
Evening Facilitator	25.68
Wellness Worker	25.68
Attendant	22.93
Cultural Helper	25.68
Maintenance/Van Driver	22.93
Cook	25.53
Kitchen Aid/Janitor	19.67
Cook's Helper	19.67

Effective April 1, 2009

<u>Classification</u>	<u>Step 1</u>
In-take/Aftercare Worker	24.44
MH/A Team Leader	40.06
MH/A Counsellor	38.33
Evening Facilitator	26.45
Wellness Worker	26.45
Attendant	23.62
Cultural Helper	26.45
Maintenance/Van Driver	23.62
Cook	26.30
Kitchen Aid/Janitor	20.26
Cook's Helper	20.26

MEMORANDUM OF UNDERSTANDING

between:

PUBLIC SERVICE ALLIANCE OF CANADA

- and -

NATS'EJÉE K'ÉH TREATMENT CENTRE

RE: Classifications/Positions Not Listed in the Pay Grid in Appendix A, But Within the Bargaining Unit

The Parties agree the following forms part of the Agreement:

1. Within sixty (60) days of the ratification of this Collective Agreement by the parties, the Employer agrees to submit an application to the Canada Industrial Relations Board ("CIRB") to exclude existing positions not listed on the pay grid, but covered by the bargaining certificate at the time of the January 2007 negotiations.
2. The Employer and the Union agree that they shall implement the CIRB's decision when it is issued, and the definition of "Bargaining Unit" in the Collective Agreement shall be amended to reflect the CIRB's decision.
3. If the CIRB's decision results in a classification or position that is not listed in the pay grid in Appendix A, but is within the scope of the bargaining unit then the Employer agrees to negotiate with the Union the rates of pay and the rules affecting the pay of employees for the classification or position affected. If the parties fail to reach agreement within sixty (60) days from the date on which the CIRB issued its decision, the Employer may apply the new rates of pay and the Union may refer the matter to arbitration.
4. Should the Employer not make an application to the CIRB within sixty (60) days of the ratification of this Collective Agreement by the parties, then the Union may refer the matter to arbitration.

MEMORANDUM OF UNDERSTANDING

between:

PUBLIC SERVICE ALLIANCE OF CANADA

- and -

NATS'EJÉE K'ÉH TREATMENT CENTRE

RE: Present Incumbents Receiving Training

The Parties agree the following forms part of the Agreement:

Present incumbents training for Evening Facilitator, Wellness Worker and Cultural Helper will continue with their current training program and will receive wages of \$21.61 per hour until they receive their certification. Should they not receive their certification then they will receive the negotiated increases until such time as they do receive their certification, at which time they will be placed on the existing pay grid in their respective classification.

MEMORANDUM OF UNDERSTANDING

between:

PUBLIC SERVICE ALLIANCE OF CANADA

- and -

NATS'EJÉE K'ÉH TREATMENT CENTRE

RE: Changing the Hours of Work

The Parties agree the following forms part of the Agreement:

Where the Employer wishes to propose a change to the hours of work based upon an operational need (such as shift rotation, extended hours, compressed work week) the Employer shall advise the Union of such desire. The Employer and the Union will meet within a reasonable time to meaningfully consult about the proposal with a view to resolving the matter and submitting, if necessary, an acceptable application to the NWT Labour Standards Officer for any required permits. Any agreement required by the Union shall not be unreasonably withheld. If the Employer and the Union are not able to reach an agreement, the Employer may implement such shift schedule and the Union may use the grievance and arbitration procedures in the Collective Agreement.