

**COLLECTIVE AGREEMENT**

Between

AVENS – A COMMUNITY FOR SENIORS

(hereinafter referred to as the “Employer”)

and

THE PUBLIC SERVICE ALLIANCE OF CANADA

as represented by its Component:

The Union of Northern Workers  
(hereinafter referred to as the “Union”)

Effective: April 1, 2022  
Expiry: March 31, 2025

## Table of Contents

<b>Article 1 – Purpose of Agreement</b>	4
<b>Article 2 – Interpretation and Definitions</b>	4
<b>Article 3 – Recognition</b>	5
<b>Article 4 – Application</b>	5
<b>Article 5 – No Strikes or Lockouts</b>	6
<b>Article 6 – Management Rights</b>	6
<b>Article 7 – Union Access to Employer Premises</b>	6
<b>Article 8 – Appointment of Representatives</b>	6
<b>Article 9 – Time Off for Union Business</b>	6
<b>Article 10 – Union Dues</b>	8
<b>Article 11 – Information</b>	9
<b>Article 12 – Probationary Period</b>	9
<b>Article 13 – Paid Holidays</b>	10
<b>Article 14 – Vacations</b>	11
<b>Article 15 – Sick Leave</b>	12
<b>Article 16 – Leaves of Absence</b>	12
<b>Article 17 – Maternity Leave</b>	14
<b>Article 18 – Parental Leave</b>	15
<b>Article 19 – Compassionate and Family Caregiver Leave</b>	18
<b>Article 20- Family Violence Leave With or Without Pay</b>	19
<b>Article 21 – Hours of Work, Overtime and Premiums</b>	20
<b>Article 22 – Pay</b>	22
<b>Article 23 – Call-Back and Standby Pay</b>	22
<b>Article 24 – Pay for Travel on Behalf of the Employer</b>	23
<b>Article 25 – Employee Files</b>	23
<b>Article 26 – Classification</b>	23
<b>Article 27 – Grievance and Arbitration Procedure</b>	23
<b>Article 28 – Occupational Health and Safety</b>	25
<b>Article 29 – Discharge and Discipline</b>	26
<b>Article 30 – Civil Liability</b>	27
<b>Article 31 – General Employment Conditions</b>	27
<b>Article 32 – Joint Union Management Committee</b>	29
<b>Article 33 - Lay Off</b>	29
<b>Article 34 – Education Leave</b>	30

**Article 35 – Duration and Renewal ..... 30**  
**Letter of Understanding re: Contracting Out ..... 32**  
**Letter of Understanding re: Staffing Policy..... 33**  
**Appendix A – Classifications and Hourly Rates of Pay ..... 34**

## Article 1 – Purpose of Agreement

- 1.1 The parties to this Agreement are committed to providing high standards of service and care to residents. The purpose of this Agreement is to provide conditions which will enhance the achievement of this goal and to maintain harmonious and mutually beneficial relationships between the Employer, employees and the Union.
- 1.2 This purpose will be supported through maintaining harmonious and mutually beneficial relationships between the Employer, the employees and the Union, and by setting 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.

## Article 2 – Interpretation and Definitions

- 2.1 For the purpose of this Agreement:

- (a) **“Agreement”** and **“Collective Agreement”** means this Collective Agreement.
- (b) **“Bargaining Unit”** means all employees of Avens – a Community for Seniors in Yellowknife, Northwest Territories, excluding the Chief Executive Officer (“CEO”), Executive Assistant, Business Manager, Director of Care, Care Supervisor, Food Services Manager, Maintenance and Housekeeping Manager and Human Resource Officer.
- (c) **“Employee”** means any employee in the Bargaining Unit to whom this Agreement applies employed in the following categories:
  - (i) **“Regular full-time employee”** means an employee regularly scheduled to work the full-time regular hours of work per day and per year specified in this Agreement.
  - (ii) **“Regular part-time employee”** means an employee regularly scheduled to work less than the full regular hours of work per day and per year specified in this Agreement.
  - (iii) **“Term employee”** means an employee whose job is of a non-continuing nature with an anticipated termination date within twelve (12) months.
  - (iv) **“Casual employee”** means an employee employed:
    - (a) for regular scheduled work not to exceed four (4) months (**“short-term casual employee”**);
    - (b) for work which is not regularly scheduled (**“on-call casual employee”**);  
or
    - (c) for scheduled work in order to relieve in the case of absences for illness, injury, leave of absence, vacation of other Employees and/or staff shortage for a period not to exceed 975 hours per fiscal year;

A series of short-term casual employees shall not be hired in lieu of hiring a regular full-time employee or regular part-time employee.

- (d) **“Fiscal Year”** means the period of time from April 1 in one year to March 31 in the following year.
- (e) **“Grievance”** means a complaint in writing that an employee, group of employees, or the Union submits to the Employer, to be processed through the grievance procedure.
- (f) **“Representative”** means a person who is authorized to represent the Union.
- (g) **“Union”** means the Public Service Alliance of Canada as represented by its Component the Union of Northern Workers.
- (h) **“Week”** for the purposes of this Agreement shall be deemed to commence at 12:01 a.m. on Monday and terminate at midnight on Sunday.
- (i) **“Weekend”** for the purposes of this Agreement shall be deemed to commence at 12:01 a.m. on Saturday and terminate at midnight on the following Sunday.

2.2 Where the singular is used, it shall be considered to include the plural, unless any provision of this Agreement otherwise specifies.

2.3 “May” shall be regarded as permissive and “Shall” and “Will” as imperative.

### **Article 3 – Recognition**

3.1 The Employer recognizes the Union as the exclusive bargaining agent for all employees in the Bargaining Unit.

3.2 Freedom from Discrimination

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.

### **Article 4 – Application**

The provisions of this Agreement apply to the Union, the employees and the Employer.

4.1 Regular part-time employees and term employees shall be entitled to all eligible benefits provided under this Agreement prorated in the same proportion as their hours worked compared to one thousand nine hundred and fifty (1950) hours. Casual employees shall not be eligible for benefits unless expressly provided in this Agreement.

4.2 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.

- 4.3 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 issues by the Employer, the provisions of this Agreement shall prevail.
- 4.4 The Employer shall provide the Union with a copy of all Administrative Policies or other such instruments within forty-five (45) days of issuance.

## **Article 5 – No Strikes or Lockouts**

- 5.1 There shall be no lockout by the Employer and no strike by employees during the life of this Agreement.

## **Article 6 – Management Rights**

- 6.1 Except to the extent specifically provided by the express conditions of this Agreement, this Agreement in no way restricts the Employer in the management and direction of its operations.

## **Article 7 – Union Access to Employer Premises**

- 7.1 The Employer shall permit access to its work premises of an accredited Representative of the Union after first obtaining permission from the Employer. Such permission shall not be unreasonably denied.

## **Article 8 – Appointment of Representatives**

- 8.1 The Union may appoint employees as Representatives, and will provide the Employer with the names of all Representatives.
- 8.2 Any written notice required to be served by the express provisions of this Agreement 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 9 – Time Off for Union Business**

### Time Off for Union Activities

- 9.1 The Employer shall grant leave with pay to employees participating as a party or a witness in respect to:
  - (a) any proceeding before the Canada Industrial Relations Board;
  - (b) investigation of any complaints or grievances, except for an employee who is on suspension without pay;

- (c) any proceeding under Article 26 – Grievance and Arbitration Procedure, except for an employee who is on suspension without pay;
- (d) meetings with the Employer on behalf of the Union.

9.2 An employee Representative shall be allowed time away from work to assist employees with processing grievances and for meetings with the Employer related to the administration of the Agreement. A Representative shall obtain the permission of their immediate supervisor before leaving their work to investigate a grievance, to meet with local Management for the purpose of dealing with grievances and to attend meetings called by Management. Such permission shall not be unreasonably withheld.

9.3 Subject to operational requirements, the Employer shall grant leave without pay for two (2) employees with respect to:

- (a) conventions, conferences, and executive council meetings of the Union of Northern Workers, the Public Service Alliance of Canada, the Northern Territories Federation of Labour and the Canadian Labour Congress;
- (b) union training.

Subject to operational requirements, the Employer may grant leave without pay to additional employees for the purpose of this clause.

An employee on leave under this clause shall continue to be paid by the Employer. The Employer shall be reimbursed by the Union for such employment costs within 30 days of the invoice date.

#### Contract Negotiations

9.4 The Employer will grant leave without pay for two (2) employees to attend contract negotiations on behalf of the Union for the duration of such negotiations.

#### Preparatory Contract Negotiations Meetings

9.5 The Employer will grant leave without pay for two (2) employees to attend preparatory contract negotiations meetings to a maximum of one (1) day.

#### Meeting Rooms

9.6 The Employer shall make available to the Union and the members of the Bargaining Unit a suitable meeting room, when available, at no cost to be used from time to time for conducting Union Local business.

#### Elected Executive Officer of the UNW

9.7 (a) Upon request from the Union, an employee elected as an Executive officer of the UNW, or as the PSAC Regional Executive Vice-President-North 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 the employee is entitled under this Agreement.

- (b) The Employer shall continue to pay the employee's 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 benefits 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 any incremental increase for each year of the leave of absence, up to, and including the maximum Step in the pay level of the 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 the leave of absence the employee shall be offered at least the position the employee held with the Employer before the employee commenced the leave of absence, where that position still exists, or an equivalent position where one is available and the employee meets the required qualifications. When the employee wishes to invoke this clause of the Collective Agreement the employee shall provide the Employer with three (3) months notice of such intent.
- (f) Notwithstanding Article 9.7(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.

#### Leave for Other Meetings

- 9.8 Operations permitting, the Employer will grant leave without pay for one (1) employee:
- (a) to participate as a delegate 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.

### **Article 10 – Union Dues**

- 10.1 The Employer shall, as a condition of employment, deduct an amount equal to the amount of Union dues (the fees established by the Union as fees payable by members of the Bargaining Unit, which shall not include any initiation fee, insurance premium or any other levy) from the pay of all employees in the Bargaining Unit.
- 10.2 The Union shall inform the Employer in writing of the authorized deduction to be checked off for each employee within the Bargaining Unit.
- 10.3 For the purpose of applying Article 10.1, 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.
- 10.4 From the date of signing, and for the duration of this Agreement, no employee organization other than the Union shall be permitted to have membership fees deducted by the Employer from the pay of the employees in the Bargaining Unit.



- 10.5 The amounts deducted in accordance with Article 10.1 shall be remitted to the Comptroller of the Alliance, within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.
- 10.6 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.
- 10.7 The Employer agrees to identify annually on each employee's T-4 slip the total amount of Union dues deducted for the preceding year.

## **Article 11 – Information**

- 11.1 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.
- 11.2 The Employer shall notify the union local of all new hires within the union on the employee's first day of work.
- 11.3 The Employer shall provide each employee with a copy of this Collective Agreement.
- 11.4 The Employer agrees to provide each new member of the Bargaining Unit with a copy of this Collective Agreement upon their appointment.
- 11.5 The Employer shall notify the Union of all newly created positions.
- 11.6 The Employer shall provide space on a bulletin board at the Centre for Union use, and upon request will make meeting space available at the centre for Local Union business.
- 11.7 A Representative of the Union shall have the right to meet with new employees to make a presentation of up to thirty (30) minutes. Employees shall be granted time with pay to attend these meetings.

## **Article 12 – Probationary Period**

- 12.1 A newly hired employee shall be on probation only for:
- (a) the first six hundred and seventy-five (675) regular hours worked, or
  - (b) the first six (6) months of their employment
- whichever occurs first.
- 12.2 The Employer may extend an employee's probation, with the Union's agreement, up to a maximum of three (3) months.

## Article 13 – Paid Holidays

13.1 The following days are Paid Holidays for regular full-time employees, regular part-time employees and term employees covered by this Agreement:

- (a) New Year's Day;
- (b) Good Friday;
- (c) Easter Monday;
- (d) Victoria Day;
- (e) National Indigenous Peoples Day;
- (f) Canada Day;
- (g) August Civic Holiday;
- (h) Labour Day;
- (i) National Day for Truth and Reconciliation
- (j) Thanksgiving Day;
- (k) Remembrance Day;
- (l) Christmas Day;
- (m) Boxing Day;

and such Territorial holidays as may be officially proclaimed.

13.2 The employees specified in Article 13.1 are not eligible to receive Paid Holiday entitlements under this Article if:

- (a) the employee was required to work on the Paid Holiday but did not report to work; or
- (b) the employee, without the consent of the Employer, did not report for work on both their last regular working day preceding and following the Paid Holiday.

13.3 When the Employer requires an employee to work on a Paid Holiday, the employee shall be compensated in addition to the pay the employee would have been granted had the employee not worked on the Paid Holiday;

- (a) at one and one-half times (1-1/2 x) the employee's hourly rate for hours worked;
- (b) or, at the choice of the employee, receive time off in lieu of the hours worked at a later date convenient to both the employee and the Employer. One and one-half (1-1/2) hours of compensating time off will be provided for each one (1) hour worked.

13.4 When a Paid Holiday for an employee falls within a period of leave with pay, the Paid Holiday shall not count as a day of leave.

13.5 At the request of the employee, and where operational requirements permit, an employee shall not be required to work both Christmas and New Year's Day.

13.6 In lieu of receiving Paid Holiday entitlements under this article, casual employees who have worked at least thirty (30) shifts in the past twelve (12) months shall receive 4.8% of earnings as Paid Holiday pay. Paid Holiday pay shall be paid each payday.

Casual employees who work on a Paid Holiday shall be paid at one and one-half times (1-1/2 x) their casual rate of pay for all hours worked on the Paid Holiday.

## Article 14 – Vacations

- 14.1 A full-time employee shall earn vacation leave for each calendar month in which the employee receives pay for at least ten (10) days, at the following rates:
- (a) 9.375 hours each month until the month in which the anniversary of the fifth (5<sup>th</sup>) year of continuous service is completed;
  - (b) 12.5 hours each month commencing in the month after completion of five (5) years of continuous service and ending in the month that ten (10) years of continuous service is completed;
  - (c) 15.625 hours each month commencing in the month after completion of ten (10) years of continuous service;
  - (d) 18.75 hours each month commencing in the month after completion of fifteen (15) years of continuous service;
  - (e) 21.875 hours each month commencing in the month after completion of twenty (20) years of continuous service.
- 14.2 Regular part-time employees will earn vacation leave credits in the same proportion as their scheduled weekly hours of work relative to the hours of work specified in Article 20.1.
- 14.3 Casual employees and term employees shall receive 4% of earnings as vacation pay. Vacation pay for term employees shall be payable once yearly, or upon termination, or at the time of vacation if, at the discretion of the Employer, vacation leave is granted. Vacation pay for casual employees shall be payable each payday.
- 14.4
- (a) Vacation leave requests for vacation leave at any time in the following fiscal year must be submitted, in writing, by January 31. Vacation leave requests submitted by January 31 will be responded to by the Employer by February 28. For all such requests, where two or more employees request the same period of vacation leave, seniority shall be the determining factor.
  - (b) Where vacation leave requests are not submitted by January 31, or where a vacation leave request is changed after January 31, seniority will not be the determining factor. Where vacation leave requests are submitted after March 31, vacation will not be granted beyond the end of current fiscal year.
  - (c) Notwithstanding (a), where an employee has submitted, by January 31 a vacation leave request for a period that falls within:
    - (i) the period in the following fiscal year from July 1 until the first day following Labour Day; and/or
    - (ii) the period in the following fiscal year from December 15 until the first regular (Monday to Friday) working day following January 1;and that request has not been granted, that employee shall have priority if the employee submits a vacation leave request by January 31 in the following fiscal year requesting vacation leave for a period that falls within (i) and/or (ii).

- 14.5 Employees may carry over a maximum of seventy-five (75) hours of vacation leave credits to the next fiscal year. Vacation leave credits exceeding seventy-five (75) hours will be paid out at the end of April. Under special circumstances, further carry over may be approved by the CEO.
- 14.6 Employees shall generally not be permitted to take vacation during their probationary periods. In exceptional circumstances, where vacation is permitted during an employee's probationary period, the amount of vacation leave taken shall not count toward the employee's probationary period under Article 12.1(b).

## **Article 15 – Sick Leave**

- 15.1 Regular full-time employees will earn 9.375 hours of sick leave for each month worked up to a maximum accumulated sick leave of six hundred and seventy-five (675) hours. Regular part-time employees and term employees will earn sick leave in the same proportion as their actual paid weekly hours of work relative to the regular hours worked specified in Article 20.1.
- 15.2 The Employer shall only require a medical certificate from a medical or nurse practitioner, where there is a demonstrated and reasonable basis for doing so.
- 15.3 In circumstances where the Employer would have authorized sick leave with pay and the employee has insufficient or no sick leave credits, at the discretion of the Employer, the employee may be granted sick leave in advance up to seventy-five (75) hours which shall be charged against future credits earned. Where the employee does not return to work for a sufficient period to earn the credits which have been advanced under this Article, the employee shall be indebted to the Employer for value of credits advanced. The Employer is authorized to deduct the value of credits advanced under this Article from any amount owing to the Employee.
- 15.4 When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved by Workers' Safety and Compensation Commission for a concurrent period, there shall be no charge against the employee sick leave credits for the period of concurrency.
- 15.5 Employee Self-Care and Wellness Leave  
In order to promote wellness and employee self-care, upon providing the Employer with two (2) working days' notice, regular full-time employees shall be permitted to use up to two (2) accumulated sick days per year as Self-Care and Wellness Leave, and regular part-time employees shall be entitled to use up to one (1) accumulated sick day per year as Self-Care and Wellness Leave. Such leave shall not be paid out or carried forward to the next fiscal year, and shall not be combined with any other type of leave.

## **Article 16 – Leaves of Absence**

- 16.1 Leave without pay may be granted at the discretion of the Employer based on consideration of the nature and duration of leave requested and operational requirements. During a leave of absence an employee shall retain but not accrue leave entitlements and service for the purpose of pay progression. Employees shall be required to use any earned vacation leave and lieu time before they are granted leave without pay.

### Bereavement Leave

- 16.2 An employee shall be granted five (5) days bereavement leave with pay to attend the funeral or a memorial service of the employee's spouse (including common-law partner), child (including spouse's child), parent (including spouse of parent), brother, sister, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law and daughter-in-law.

### Family-related Emergency

- 16.3 In the case of family-related illness, or emergency child-care/school closure, where the employee is required to provide care for an immediate family member as defined under Article 19, or a dependent of the employee, an employee may receive up to 5 days' paid leave at the discretion of the Employer.

### Court Leave

- 16.4 Leave of absence with pay shall be given to every regular full-time and regular part-time employee, other than when these employees are on leave of absence without pay or under suspension, who is required:
- (a) to serve on a jury and the jury selection process; or
  - (b) by subpoena or summons to attend as a witness in any court proceeding.

To be eligible for leave of absence with pay, the employee must assign any jury duty pay to the Employer.

### Casual Leave

- 16.5 Employees may be granted casual leave with pay to a maximum of two (2) hours, with no charge against vacation/sick/lieu time credits, for the following purposes:
- (a) (i) Medical, Dental, Legal, Financial, School Appointments  
Whenever it is necessary for an employee to attend medical, dental, legal or financial appointments, or appointments with school authorities which cannot be scheduled outside of working hours, the employee may be granted casual leave for these purposes. The Employer may request confirmation of the appointment in advance. Employees shall advise the Employer as soon as possible in advance of taking such leave.
  - (ii) Other Casual Leave  
The Employer may grant an employee casual leave for other purposes of a special or unusual nature.

### Quarantine Leave

- 16.6 Where an employee required to self-isolate or quarantine due to the direction or order of a public health officer made under the Public Health Act, the Employer shall grant the employee leave without pay for the period during which the employee is required to self-isolate or quarantine. The Employer may, in its discretion, grant an employee leave with pay for up to three (3) days per year for the purposes of Quarantine Leave.

## Article 17 – Maternity Leave

- 17.1 An employee who has completed six (6) months of service and who is 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 maternity leave.
- 17.2 The Employer may:
- (a) upon written request from the employee, defer the commencement of maternity leave without pay for an employee or terminate it earlier than seventeen (17) weeks after the date of the termination of pregnancy;
  - (b) grant maternity leave without pay to an employee to commence earlier than seventeen (17) weeks before the expected termination of pregnancy;
  - (c) where maternity leave without pay is requested, require an employee to submit a medical certificate certifying pregnancy.
- 17.3 Leave granted under this Article shall be counted for the calculation of continuous employment.

### Maternity-related Reassignment or Leave

- 17.4 Where a pregnant employee produces a statement from their physician that the employee's working conditions may be detrimental to the employee's health or that of the fetus, 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 without pay for the duration of the pregnancy.

### Other Benefits During Leave

- 17.5 An employee returning to work from maternity leave retains their vacation and sick leave credits accumulated prior to taking leave.
- 17.6 If an employee elects to maintain coverage for group benefits, the Employer will pay both portions of these premiums. The Employer will recover monies paid on behalf of the employee for the employee's share of premiums when the employee returns to work or terminates their employment. The Employer may deduct from any monies owing to the employee amounts owing to the Employer under this provision.
- 17.7 Illness arising due to pregnancy during employment and prior to this leave may be charged to normal sick leave credits.
- 17.8 After completion of six (6) months continuous employment, an employee who provides the Employer with proof they have applied for and is in receipt of employment insurance benefits pursuant to the *Employment Insurance Act*, shall be paid a maternity leave allowance.
- 17.9 A recipient under Article 17.8 shall sign an agreement with the Employer providing:

- (a) that they will return to work and remain in the Employer's employ for a period of at least six (6) months after their return to work;
  - (b) that they will return to work on the date of the expiry of maternity leave, unless this date is modified with the Employer's consent.
- 17.10 Should the employee fail to return to work, except by reason of death, disability or lay-off, as per the provision of Article 17.9, the employee recognizes that they are 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 they received pay, and the Employer is authorized to deduct the amount by which the employee is indebted from any monies owing to the employee.
- 17.11 No employee shall be laid off or transferred while on, or within six (6) months of their return from maternity leave without the consent of the employee, the Employer and the Union.
- 17.12 In respect of the period of maternity leave, payments of maternity leave allowance will consist of the following:
- (a) For two (2) weeks, payments equivalent to seventy-five percent (75%) of the employee's weekly rate of pay. For the 15-week period during which employment insurance benefits are received, payments equivalent to the difference between the employment insurance benefits the employee is eligible to receive and seventy-five percent (75%) of their weekly rate of pay;
  - (b)
    - (i) for a full-time employee the weekly rate of pay referred to in Article 17.12(a) shall be the weekly rate of pay for their classification and position on the day immediately preceding the commencement of the pregnancy leave.
    - (ii) for a part-time employee the weekly rate of pay referred to in Article 17.12(a) shall be the prorated weekly rate of pay for their classification and position averaged over the six month period of continuous employment immediately preceding the commencement of the pregnancy leave.
    - (iii) 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 maternity leave allowance payments, the payment shall be adjusted accordingly.

## **Article 18 – Parental Leave**

- 18.1 An employee who has completed six (6) months of service not including any period of maternity leave, and has or will have the actual care or custody of their newborn child or commences proceedings to adopt a child or obtain an order for adoption of a child, the employee shall have the option of either Standard or Extended parental leave without pay. Employee leave options are as follows:
- (a) **Standard Parental Leave:** for a single period of up to thirty-seven (37) consecutive weeks, to be taken during the fifty-two (52) week period immediately following the day the child is

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; or

- (b) Extended Parental Leave: for a single period of up to sixty-three (63) consecutive weeks, to be taken during the seventy-eight (78) week period immediately following the day the child is born, or in the case of adoption, within the seventy-eight (78) week period from the date the child comes into the employee's care and custody;

- 18.2 An employee's election of either Standard or Extended Parental Leave is irrevocable; however, an employee may, with the Employer's consent, return to work prior to the expiry of parental leave without pay.
- 18.3 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.
- 18.4 Leave granted under this Article shall be counted for the calculation of continuous employment.
- 18.5 Parental leave without pay utilized 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 for Standard Parental Leave, and seventy-eight (78) weeks for Extended Parental Leave, for both employees combined. Where the employees are eligible for the EI Sharing Benefit, the total for Standard Parental Leave shall be fifty-seven (57) weeks and the total for Extended Parental Leave shall be eighty-six (86) weeks for both employees combined.
- 18.6 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 of leave for Standard Parental Leave and seventy-eight (78) weeks of leave for Extended Parental Leave.
- 18.7 When parental leave is taken by an employee couple, both of whom are employed by the Employer, parental leave without pay taken by an employee couple shall not exceed a total of thirty-seven (37) weeks for Standard Parental Leave, and sixty-three (63) weeks for Extended Parental Leave, for both employees combined. Where the employee-couple is eligible for the Employment Insurance (EI) Sharing Benefit, the total for Standard Parental Leave shall be forty-two (42) weeks and the total for Extended Parental Leave shall be seventy-one (71) weeks for both employees combined.
- 18.8 After completion of six (6) months continuous employment, not including any period of maternity leave, an employee who provides the Employer with proof they have applied for and is in receipt of employment insurance benefits pursuant to the *Employment Insurance Act*, shall be paid a parental leave allowance.



- 18.9 A recipient under Article 18.8 shall sign an agreement with the Employer providing:
- (a) that they will return to work and remain in the Employer's employ for a period of at least six (6) months after their return to work, or where the employee is required to return to work and remain employed under clause 17.9(a), six (6) months after the requirements are met under clause 17.9(a);
  - (b) that they will return to work on the date of the expiry of maternity leave, unless this date is modified with the Employer's consent.
- 18.10 Should the employee fail to return to work, except by reason of death, disability or lay-off, as per the provision of Article 18.9, the employee recognizes that they are indebted to the employer for the amount received as parental leave allowance. Should the employee not return for the full six months, or where the employee is required to return to work and remain employed under clause 17.9(a), six (6) months after the requirements are met under clause 17.9(a), the employee's indebtedness shall be reduced on a prorated basis according to the number of months for which they received pay.
- 18.11 In respect of the period of parental leave, payments of parental leave allowance will consist of the following:
- (a) Where there is a waiting period under Employment Insurance benefits for the first week, seventy-five (75%) percent of the employee's weekly rate of pay. Following that, the employee will receive for up to an additional nine (9) weeks, a payment equal to the difference between seventy-five (75%) percent of the employee's weekly rate of pay and the amount of Employment Insurance benefits that the employee is entitled to under Standard Parental Benefits.
  - (b) Where there is no waiting period under Employment Insurance benefits, the employee will receive for up to ten (10) weeks, a payment equal to the difference between seventy-five (75%) percent of the employee's weekly rate of pay and the amount of Employment Insurance benefits the employee is entitled to under Standard Parental Benefits.
  - (c) for a part-time employee the weekly rate of pay referred to in Article 18.10(b) shall be the prorated weekly rate of pay for their classification and position averaged over the six month period of continuous employment immediately preceding the commencement of the pregnancy leave.
  - (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 maternity leave allowance payments, the payment shall be adjusted accordingly.
  - (e) Where the employee elects to receive Extended Parental Employment Insurance Benefits, there shall be no increase in the amount of parental leave allowance payments. The employee shall be entitled to the same Standard Parental Leave allowance payments that the employee would be entitled to had

the employee received Standard Parental Employment Insurance Benefits set out in Clauses 18.10(a) and 18.10(b).

#### Other Benefits During Leave

- 18.12 An employee returning to work from parental leave retains their vacation and sick leave credits accumulated prior to taking leave.
- 18.13 If an employee elects to maintain coverage for group benefits, the Employer will pay both portions of these premiums. The Employer will recover monies paid on behalf of the employee for the employee's share of premiums when the employee returns to work or terminates their employment. The Employer may deduct from any monies owing to the employee amounts owing to the Employer under this provision.

### **Article 19 – Compassionate and Family Caregiver Leave**

19.1 For the purpose of this Article, the definition of family member means the employee's:

- (a) spouse, including common-law spouse;
- (b) child or a child of the employee's spouse;
- (c) parent or spouse of the parent; and
- (d) any other person who is defined as a family member in Section 23.1(1), *Employment Insurance Act*.

19.2 An employee shall be granted up to twenty seven (27) weeks of Compassionate Leave without pay to provide care and support to a gravely ill family member if the Employer is provided with a certificate from a qualified medical practitioner stating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks.

The period of Compassionate Care Leave shall begin with the earlier of the date the employee commences leave or the date the medical certificate is issued, and shall end in the earlier of the twenty-sixth (26<sup>th</sup>) week after the leave begins or the week the family member dies.

A certificate from a medical practitioner, such as a nurse practitioner, is acceptable when the gravely ill family member is in a geographic location where treatment by a medical doctor is limited or not accessible, and a medical doctor has authorized the other medical practitioner to treat the ill family member.

Compassionate Care Leave may be taken in separate periods but each period must be of not less than one (1) week's duration.

19.3 The Employer shall grant Family Caregiver Leave without pay where the employee qualifies for such leave under the *Employment Standards Act*, under the conditions set out in the Act. Such leave shall not exceed the periods provided in the *Employment Standards Act*, which are currently:

- (a) thirty-seven (37) weeks for family caregiver benefits for children; and

(b) seventeen (17) weeks for family caregiver benefits for adults.

19.4 An employee who intends to request Compassionate or Family Caregiver Leave shall make every effort to provide reasonable notice to the Employer and shall, except in exceptional circumstances, provide advance notice to the Employer.

19.5 Leave granted under this Article shall be counted for the calculation of continuous employment.

19.6 Compassionate Care Leave for two or more employees for the same family member shall not exceed twenty seven (27) weeks in total.

#### Other Benefits During Leave

19.7 An employee returning to work from Compassionate or Family Caregiver Leave retains their vacation and sick leave credits accumulated prior to taking leave.

19.8 If an employee elects to maintain coverage for group benefits, the Employer will pay both portions of these premiums. The Employer will recover monies paid on behalf of the employee for the employee's share of premiums when the employee returns to work or terminates their employment. The Employer may deduct from any monies owing to the employee amounts owing to the Employer under this provision.

### **Article 20- Family Violence Leave With or Without Pay**

20.1 An Employee who experiences family violence and has been employed by the Employer for at least thirteen (13) weeks shall be entitled to Family Violence Leave with pay of up to five (5) days per calendar year which the Employee may choose to take as single days or in one continuous period.

20.2 An Employee who experiences family violence and has been employed by the Employer for at least one (1) month shall be entitled to Family Violence Leave without pay as follows:

(a) up to five (5) days per calendar year which the employee may choose to take as single days or in one continuous period.

(b) up to seventeen (17) weeks per calendar year which may be taken as a continuous period or separate periods of no less than one week's duration

20.3 An Employee may take Family Violence Leave only for one or more of the following purposes:

(a) To seek medical attention for the Employee or the Employee's child(ren) in respect of a physical or psychological injury or disability caused by the domestic violence;

(b) To obtain services from a victim services organization;

(c) To obtain psychological or other professional counselling;

(d) To relocate temporarily or permanently;

(e) To seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the family violence;

(f) Any other purpose set out under the Employment Standards Act.

20.4 The Employer shall:

(a) maintain confidentiality in respect of all matters that come to the Employer's knowledge in relation to a leave taken by an Employee under the provisions of the "Family Violence Leave" in this Collective Agreement; and

(b) not disclose information relating to any person except

(i) to employees or agents who require the information to carry out their duties

(ii) as required by law; or

(iii) with the consent of the employee to whom the Leave relates.

20.5 An employee shall not be entitled to Family Violence Leave under this Article if the family violence in question was committed by the employee.

## **Article 21 – Hours of Work, Overtime and Premiums**

### Hours of Work

21.1 The regular annual hours of work for a regular full-time employee shall be one thousand nine hundred and fifty (1950) hours. The regular daily hours of a regular full-time employee shall be 7.5 hours.

**21.2 It is recognized that the Employer may implement alternative schedules based on modified weeks for employees covered by an overtime averaging permit under the *Employment Standards Act* and other employees who work a modified work week.**

**(a) Regular hours of work for regular full-time employees on an modified work week shall be:**

i. These alternative schedules shall provide for more scheduled days off compared to the 7.5 hour schedule;

ii. Weekly hours will not exceed an average of 37.5 hours over the rotation cycle of the schedule and annual hours of work shall not exceed ~~one thousand nine hundred and fifty (1950)~~ **one thousand nine hundred and fifty-two (1952)** hours.

iii. The number of consecutive shift days of work shall be no more than seven (7) days.

**(b)** The Employer shall post a schedule no less than fourteen (14) calendar days in advance to run for at least two (2) biweekly pay periods.

- (c) **It is recognized that both parties are required to sign the overtime averaging permit upon the renewal of the Collective Agreement, or annually when the Agreement is expired, in order for employees to continue working on a modified work week.**
- (d) **Where the parties wish to continue modified work weeks, both the Union and the Employer agree to sign the renewed averaging permit at least 30 days before the expiration of the previous averaging permit, provided that the employer has not changed the period over which the hours are averaged.**
- (e) **A party is required to provide the other party with at least 30 days' notice, before the expiration of the averaging permit if they will not be signing the renewed averaging permit.**

21.3 Employees shall be entitled to a fifteen (15) minute rest break in the first half and in the second half of their regular daily hours of work. The Employer agrees to continue providing a staff room for use during breaks.

#### Overtime

21.4 If an employee is required to work in excess of the regular hours of work in Article 20.1, including the regular hours of work for a schedule under 21.02, the employee shall be paid one and one-half times (1-1/2 x) their straight-time rate for the overtime hours worked. All overtime must be authorized by the Employer.

#### Premiums

- 21.5 A shift differential for regular daily hours of work (ie. Shift differential is not paid on overtime hours) shall be paid as follows:
- (a) for regular daily hours of work scheduled between 4:00 p.m. and 12:00 p.m., one dollar and seventy-one (\$1.71) per hour;
  - (b) for regular daily hours of work scheduled between 12:01 a.m. and 8:00 a.m., two dollars (\$2.00) per hour;
  - (c) when an employee works between Saturday 12:01 a.m. and Monday 8:00 a.m. on a second or subsequent weekend, the employee shall receive an additional premium of three dollars (\$3.00) per hour for regular daily hours of work scheduled between Saturday 12:01 a.m. and Monday 8:00 a.m.
- 21.6 (a) Where the Employer requires a Resident Care Aide to supervise employees on shifts when a Resident Care Team Leader or Care Supervisor is not on duty; the Resident Care Aide will be assigned as supervisor and be paid two dollars and twenty cents (\$2.20) per hour in addition to their regular rate of pay.
- (b) Where the Employer requires a Resident Care Team Leader to supervise employees on shifts when the Care Supervisor regularly works and is not on duty; the Resident Care Team Leader will be paid one dollar and ninety-eight (\$1.98) per hour in addition

to their regular rate of pay if they are not already receiving Acting Pay as outlined in Article 21.3 of the current Collective Agreement.

- 21.07 An employee who is required in writing to train or mentor another employee shall receive a mentoring allowance of three dollars (\$3.00) per hour for each hour that the employee is designated to mentor or train the other employee, to a maximum of 37.5 hours.

## **Article 22 – Pay**

- 22.1 Employees are entitled to be paid for services rendered for the classification to which they are appointed at the pay rates specified in Appendix A.
- 22.2 Employees shall be paid every two (2) weeks with up to one (1) week hold back.
- 22.3 When an employee is assigned by the Employer to perform duties of a higher classification level on an acting basis for a period of more than three (3) consecutive working days, the employee shall be paid acting pay calculated from the first day on which the employee commenced to act as follows:
- (a) The employee will be paid at the Step 1 level of the higher classification if this rate is higher than the employee's regular rate.
  - (b) If the employee's regular rate is higher than the Step 1 level of the higher classification, the employee will be paid at the next Step level of the higher classification that exceeds the employee's regular rate.

## **Article 23 – Call-Back and Standby Pay**

- 23.1 When an employee is recalled to a place of work for a specific duty, the employee shall be paid the greater of:
- (a) compensation at the appropriate overtime rate; or
  - (b) compensation equivalent to four (4) hours pay at straight-time rate. This minimum applies only once during each continuous eight (8) hour period.
- 23.2 An employee who is required to work during off duty hours by responding by phone, e-mail or other electronic means and is not required to return to the workplace, shall be compensated at the greater of:
- (a) one (1) hour at the straight time rate; or
  - (b) compensation at the applicable overtime rate for time worked.

The minimum one (1) hour payment applies only once during each sixty-minute period.

- 23.3 When the Employer requires an employee to be available on standby during off-duty hours, an employee shall be entitled to a standby payment of one (1) hour's pay at the employee's base salary for each eight (8) consecutive hours or portion thereof that they are on standby.

- 23.4 An employee designated for standby duty shall be available during the 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 endeavor 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.
- 23.5 No standby payment shall be granted if an employee is unable to report for duty when required.
- 23.6 When an employee reports to work under this Article, the employee shall be paid Call-Back pay.

## **Article 24 – Pay for Travel on Behalf of the Employer**

- 24.1 Employees will be reimbursed for all reasonable expenses when required to travel on behalf of the Employer.

## **Article 25 – Employee Files**

- 25.1 Upon written request or authorization of an employee, the personnel file of that employee shall be made available for their examination or the examination of a Union Representative. The employee or authorized Union Representative can request copies of documents from the employee's file at the time of examination.
- 25.2 Only one (1) personnel file per employee shall exist.
- 25.3 The Employer shall endeavour to conduct employee performance appraisals at least annually within sixty (60) days of an employee's anniversary date. Employee appraisals shall be provided in writing. Employees shall have the right to include a written statement of any differences they have with the contents of their written appraisal. Performance appraisal interviews shall be scheduled with reasonable advance notice.

## **Article 26 – Classification**

- 26.1 During the term of this Agreement, if a new or revised classification is implemented by the Employer, the Employer shall negotiate with the Union the rate of pay for the new or revised classification. If the parties fail to reach 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 the implementation of the new or revised classification.

## **Article 27 – Grievance and Arbitration Procedure**

- 27.1 The Employer and the Union recognize that grievances may arise in each of the following circumstances:
- (a) the interpretation, application, administration or alleged violation of this Agreement, including any questions as to whether a matter is arbitrable, or of an arbitral award;

- (b) the interpretation, application, administration or alleged violation of a provision of a policy made or issued by the Employer dealing with the terms or conditions of employment;
- (c) disciplinary action resulting in demotion, suspension, or a financial penalty;
- (d) discharge; or
- (e) letters or notations of discipline placed on an employee's personnel file.

27.2 Grievances shall be settled according to the following procedures for grievance and arbitration.

27.3 An earnest effort shall be made to settle grievances fairly and promptly by discussion, in an effort to resolve the difference informally.

### **Step One**

If an employee or a group of employees or the Union on their behalf has a grievance, the employee or group of employees will submit to their out-of-scope Supervisor a written statement of the particulars of the grievance and the redress sought within fourteen (14) calendar days of the date that the grievor became aware of, or reasonably should have become aware of, the alleged grievance. The Supervisor or their designate shall meet with the grievor within seven (7) calendar days of the grievance unless the parties agree that a meeting is not required. The Employer, shall render a decision in writing within seven (7) calendar days of this meeting. Where the meeting does not occur within seven (7) calendar days of the grievance, the Employer shall render a decision in writing within fourteen (14) calendar days of the grievance.

### **Step Two**

Failing satisfactory settlement at Step One, within fourteen (14) calendar days of receipt of the decision at Step One, the grievance may be referred in writing to the Chief Executive Officer. The Chief Executive Officer or their designate shall reply in writing within fourteen (14) calendar days of receipt of the grievance at Step Two. The parties may agree at any point to meet in person to discuss the dispute.

### **Notice of Arbitration**

In the event of failure to reach agreement on any grievance filed and of either party wishing to proceed, the party shall deliver to the other party a notice of intention to arbitrate. This notice shall be delivered within fourteen (14) days of the date the decision was received at Step 2. This notice shall state the matter at issue and shall state precisely in what respect the Agreement has been violated or misinterpreted by reference to the specific clause(s) relied upon. The notice shall also stipulate the nature of the relief or remedy sought.

27.4 Arbitration shall be by a single arbitrator selected by the parties within thirty (30) calendar days of the date on which the referral to arbitration was made, or such further period as may be mutually agreed upon by the parties. Should the parties be unable to agree upon the selection of an 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.



- 27.5 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.
- 27.6 The arbitrator shall not have the authority to alter or amend any of the provisions of this Agreement, or to substitute any new provision in lieu thereof, or to render any decision contrary to the terms and provisions of this Agreement.
- 27.7 The Employer and the Union shall each pay one-half (1/2) of the remuneration and expenses of the arbitrator and each party shall bear its own expenses of every such arbitration.
- 27.8 If a grievance is not initiated or processed within the time limits specified in this Article including the referral to Arbitration, the grievance shall be deemed abandoned. If a grievance is not responded to within the 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 in writing between the Employer and the Union.
- 27.9 The procedure and time limits in this Article shall apply to policy grievances. In the case of an Employer policy grievance it shall be presented at Step Two to the President of the Union.
- 27.10 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 submitted directly to the second level of the procedure.

## **Article 28 – Occupational Health and Safety**

- 28.1 The Union and the Employer agree to cooperate in improving work practices and the working environment in order to provide a safe and healthy environment for the employees and residents.
- 28.2 The Employer and employees 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.
- 28.3 A copy of the *Safety Act* and Regulations, and any other applicable health and safety legislation and regulations, shall be available in each workplace.28.4 Occupational Health and Safety Committee
- (a) The Occupational Health and Safety Committee is established in accordance with the provisions for occupational health and safety committees under the *Safety Act* and its regulations.
  - (b) The Committee has the authority provided under the *Safety Act*. The Committee may make recommendations to the Employer on occupational health and safety practices.
  - (c) The Committee is a forum where Employer and employee Representatives can meet to exchange information, discuss policies, programs and conditions, and where employee Representatives can communicate to the Employer their views on health and safety matters.

- (d) The members of the Occupational Health and Safety Committee shall endeavour to attend together available occupational health and safety courses at least once per year when held in Yellowknife.

#### Meeting and Quorum

- (e) The Committee shall consist of three (3) Representatives from the employees and three (3) representatives from the Employer. Both the employees and the Employer shall designate their alternates to serve in the absence of their representatives. The Committee shall select from its own membership two Chairpersons, one from the Representatives from the employees and one from the representatives from the Employer, who shall rotate duties at every meeting. The Committee will meet monthly, and when necessary as decided by the Committee, during normal working hours.
- (f) The quorum of the Committee shall consist of all members of the Committee.
- (g) If it is necessary to hold meetings of this Committee outside of regular working hours of an employee, the employee shall be compensated through time off in lieu for hours of attendance on an hour-for-hour basis.

#### Minutes

- (h) Minutes of every meeting will be prepared and distributed by the Committee prior to the next meeting, at which the minutes will be presented for review and adoption. Adopted minutes shall be forwarded to the Union and the Employer, and posted in the workplace. Minutes shall be made available to employees upon request.

#### Powers of Committee

- (i) The Committee may request from the Employer any information that is in the Employer's possession that the Committee considers necessary to identify existing or potential hazards with respect to materials, processes, equipment or activities.
- (j) The Committee shall have full access to all Employer reports, studies and tests relating to the health and safety of employees, or to the parts of those reports, studies and tests that relate to the health and safety of employees, but shall not have access to the medical records of any person.

### **Article 29 – Discharge and Discipline**

- 29.1 An employee may be disciplined or discharged, but only for just cause.
- 29.2 An employee who is to receive a written notice of discipline shall be notified with 24 hours' advance notice to allow the employee to have a Union Representative present if the employee so wishes.
- 29.3 When an employee is disciplined and any documentation relating to that discipline is placed on the employee's personnel file, such documentation shall be destroyed after eighteen (18) months from the date of disciplinary action, provided that the employee has not been subject to any further discipline during this period.

- 29.4 An employee who is absent without leave for a period of four (4) consecutive working days shall be held to have abandoned their position and their employment shall be terminated, except where there are exceptional circumstances beyond the employee's control.

## **Article 30 – Civil Liability**

- 30.1 The Employer agrees to maintain liability insurance to cover employees under this Agreement.

## **Article 31 – General Employment Conditions**

### Immunizations, CPR and First Aid

- 31.1 Employees are required to meet the following conditions of employment:
- (a) All employees are required to have up-to-date immunization and if there is a charge, it will be paid by the Employer.
  - (b) Current certification in CPR and First Aid are required qualifications for all resident care staff. Employees will be responsible for the training course costs for initial certification when employed and the Employer shall pay the training course fees or application fees for re-certifications. Employees shall be paid as if at work when taking the required CPR and First Aid courses outside of their normal working hours provided the employee passes their training course.

### Dress Code

- 31.2 Employees will be required to adhere to a dress code according to their areas of work. Nursing uniforms are not allowed. Casual wear such as jeans are not appropriate (except for maintenance employees) and are restricted to special event days. Unless otherwise required, all employees must wear closed-toed shoes with non-slip soles.

### Transfer Outside Bargaining Unit

- 31.3 No employee shall be transferred to a position outside the Bargaining Unit without the employee's consent.

### Benefit Plan

- 31.4 The Employer shall provide an Employee Benefit Plan 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 (60% non-taxable)
    - (iv) Extended Health Care and Vision Care
    - (v) Dental Care

(b) 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 and Vision Care	80% Employer 20% Employee
(v)	Dental Care	80% Employer 20% Employee

(c) 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.

(d) The employer shall have the right to choose the benefit plan carrier; provided comparable coverage is maintained.

#### Group Pension Plan

31.5 After twelve (12) months of continuous employment, all employees shall participate in the Group Pension Plan, which is a defined contribution pension plan administered by Manulife Financial. Each employee shall contribute 8% of salary, and those contributions shall be matched by the Employer. Contributions shall be remitted monthly to the pension plan administrator. The Employer's matching contributions shall be immediately vested in the Group Pension Plan.

The Group Pension Plan shall be structured so that individual employees shall have access to and control of their own Group Pension Plan accounts. (e.g. asset allocation, risk profile, choice of investment instruments), subject to applicable legislation.

The Employer shall provide eligible employees, including newly hired employees, with sufficient information on the Group Pension Plan so that employees are able to establish their Group Pension Plan accounts.

#### Northern Travel Allowance

31.6 All employees shall be paid a Northern Travel Allowance, on an hourly basis, for all regular hours worked. This allowance shall be based on \$2,278 and shall be divided by 1950, and shall be paid bi-weekly to all employees. The allowance shall be increased as follows:

April 1, 2022	\$2,400
April 1, 2020	\$2,450
April 1, 2021	\$2500

31.7 After the first fiscal year of an employee's employment, all Regular Full-Time and Part-time employees eligible for the Northern Travel Allowance shall have the option of receiving their Northern Travel Allowance in two lump sum payments, on the first pay cheques after September 30 and March 31, representing the Northern Travel Allowance earned. Employees must notify the Employer in writing prior to January 31 of each fiscal year, if they wish to receive their Northern Travel Allowance as two (2) lump sum payments in the next fiscal year. The lump sum payments shall represent payment for Northern Travel Allowance already earned.

- 31.8 The election to receive the Northern Travel Allowance by either lump sum or on an hourly basis shall be irrevocable after January 31 of each fiscal year. If the employee does not make an election, the employee shall be deemed to have elected to be paid the Northern Travel Allowance on an hourly basis.
- 31.9 Should the employee's employment terminate, Northern Travel Allowance paid as a lump sum shall be prorated.
- 31.10 Northern Travel Allowance shall be designated as a travel allowance on an employee's T-4 pursuant to the *Income Tax Act*.

Work Clothing and Safety Footwear

- 31.11 The Employer shall reimburse maintenance employees up to four hundred dollars (\$400) each fiscal year, upon submission of receipts to the Employer, for the purchase of work clothing or safety footwear.

**Article 32 – Joint Union Management Committee**

- 32.1 The Employer and the Union acknowledge the mutual benefits of joint consultation and agree to maintain a Joint Union Management Committee which will have as its objective meaningful consultation on matters of mutual interest, except issues that are the subject of a grievance.
- 32.2 The Committee shall consist of two (2) Union and two (2) Employer representatives and shall meet at least every three (3) months, or as often as necessary if the Union and the Employer so agree.
- 32.3 Minutes of every meeting will be prepared and distributed by the Committee during working hours prior to the next meeting, at which the minutes will be presented for review and adoption, and after which will be sent to the Union and the Employer, and posted in the workplace.
- 32.4 If it is necessary to hold meetings of this Committee outside the regular working hours of an employee, the employee shall be compensated through time off in lieu for hours of attendance on an hour-for-hour basis.
- 32.5 The Joint Union Management Committee has no authority to amend this Agreement.

**Article 33 - Lay Off**

- 33.1 In the event of lay-off, employees shall be laid off in reverse order of their seniority within the affected classification. Where the seniority of employees subject to lay-off is equal, lay-off will be according to qualifications.
- 33.2 The Employer shall give employees who are to be laid-off a minimum of two (2) weeks' notice in writing of the effective date of lay-off. The Employer may award the employee pay in lieu of the notice.
- 33.3 Laid-off employees shall be recalled in the order of their seniority within the classification. Where laid-off employees' seniority is equal, recall will proceed according to qualifications.
- 33.4 The Employer shall give notice of recall personally or by registered mail.

- (a) Where notice of recall is given personally, the Employer shall deliver in duplicate a letter stating that the employee is recalled. In this instance, notice of recall is deemed to be given when served.
- (b) Where notice of recall is given by registered mail, notice is deemed to be given three days from the date of mailing.

- 33.5 The employee shall keep the Employer advised at all times of their current address. The employee shall return to work within five (5) calendar days of receipt of notice of recall, unless, on reasonable grounds, they are unable to do so and in any event shall return to work within ten (10) calendar days.
- 33.6 No new employees shall be hired within a classification until employees laid off within that classification have been given the opportunity of recall.
- 33.7 An employee who is laid off for a period of twelve (12) months shall cease to have recall rights and be considered terminated from their employment.
- 33.8 An employee who fails to return to work when recalled under this article shall be considered terminated from their employment.

#### **Article 34 – Education Leave**

- 34.01 An employee with at least two (2) years of continuous service may be granted education leave without pay in order to undertake full-time post-secondary studies in a field that is, in the opinion of the Employer, directly related to the employee's duties or the services provided by the employer, and would be beneficial to the Employer.
- 34.02 An employee on education leave is required to attend their program of study on a full-time basis, and is required provide adequate proof of enrollment and attendance to the Employer.
- 34.03 Education leave shall be granted for periods of not less than six (6) months and for not more than one (1) academic year at a time. Where the employee is enrolled in a program of study that goes beyond one year, the employee must request education leave for an additional period. Education leave shall not be granted for an additional period unless the employee successfully completed the previous year. The total period of education leave shall not exceed a total of two (2) academic years.
- 34.04 Notwithstanding the definition of Term employee in Article 2, the Employer shall be permitted to fill a vacancy created by Education Leave with a Term employee.

#### **Article 35 – Duration and Renewal**

- 35.1 The term of this Agreement shall be from April 1, 2022 to March 31, 2025. All provisions shall take effect on the date of ratification, unless another date is specifically provided.
- 35.2 Notwithstanding Article 33.1, the provision of this Agreement, including the provisions for the adjustment of disputes in Article 26, shall remain in effect during the negotiations for its

renewal, and until either a new Collective Agreement becomes effective, or until the provisions of Section 89(1) of the *Canada Labour Code* have been met.

- 35.3 Either party to this Agreement may, within the period of four (4) months immediately preceding the date of expiration of the term of this Agreement, by written notice, require the other party to this Agreement to commence collective bargaining with a view to the conclusion, renewal or revision of this Agreement in accordance with Section 49(1) of the *Canada Labour Code*.
- 35.4 Where notice to bargain collectively has been given under Article 33.3, the Employer shall not alter the rates of pay or any term or condition of employment or any right or privilege of the employees, or any right or privilege of the Union until a renewal or revision of this Agreement has been concluded, or until the provisions of Section 89(1) of the *Canada Labour Code* have been met, unless the Union consents to the alteration of such a term or condition, or such a right or privilege.
- 35.5 This Agreement may be amended by mutual consent of the parties.

## **Letter of Understanding re: Contracting Out**

**There shall be no contracting out of work currently done by the bargaining unit that would solely result in a reduction of regular hours, lay-off or the continuation of a lay-off of a regular full-time or regular part-time bargaining unit employee.**



## **Letter of Understanding re: Staffing Policy**

The Employer commits to review and potentially revise the Staffing Policy within six (6) months of ratification and immediately thereafter communicate the Staffing Policy to the Union and post the Staffing Policy in a place where it is most likely to come to the attention of employees.

## Appendix A – Classifications and Hourly Rates of Pay

Effective April 1, 2012

Economic Increase: 2.5%

Classification/Steps	Casual	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6
Maintenance Supervisor	31.55	35.07	35.96	36.86	37.80	38.79	39.76
Maintainer	30.26	33.63	34.45	35.33	36.23	37.18	38.10
Maintenance Assistant	25.73	29.22	29.97	30.72	31.49	32.33	33.14
Rec Therapy and community liaison	39.72	44.42	45.55	46.70	47.90	49.11	50.37
rec therapy coordinator	32.32	36.33	37.26	38.22	39.19	40.17	41.19
Therapeutic Rec Assistant	27.97	31.46	32.31	33.10	33.94	34.81	35.69
Resident care Aide	31.55	35.07	35.96	36.86	37.80	38.79	39.76
Cook	26.80	30.30	31.09	31.88	32.66	33.51	34.36
Housekeeping Supervisor	30.25	33.62	34.36	35.33	36.22	37.17	38.10
Housekeeper	24.61	28.12	28.82	29.53	30.28	31.04	31.85
Laundry Aide	24.61	28.12	28.82	29.53	30.28	31.04	31.85
Reception/Finance Clerk	28.14	31.48	32.32	33.12	33.96	34.83	35.71
AP/AR Clerk	31.34	35.10	36.01	36.90	37.86	38.83	39.82
Payroll/Finance Officer	35.62	39.91	40.93	41.97	43.04	44.14	45.27
Graduate Nurse	38.23	41.36	42.41	43.49	44.61	45.76	46.92
Food Services Supervisor	31.07	34.26	35.16	36.04	36.92	37.88	38.85
Unit Clerk	28.14	31.48	32.32	33.12	33.96	34.83	35.71
Team leader	46.42	48.83	50.08	51.35	52.63	53.95	55.29
Clinical Care coordinator	0.00	51.16	52.48	53.81	55.20	56.55	58.08

**Pay Notes:** The following pay notes apply to all pay grids in Appendix A.

- 1) Regular Employees are hired based on the Levels set out above.  
  
Progression for Regular Employees from Level to Level is based on:
  - (a) One (1) year of experience at the employee's current level;
  - (b) Satisfactory job performance.
2. Short-term Casual Employees are hired and remain at the Casual Employee pay Level.
3. On-call Casual Employees are hired and progress from Level to Level based on increments of one thousand nine hundred and fifty (1950) regular hours worked and satisfactory job performance.
4. A Resident Care Aide who is:
  - (a) a valid NWT registered LPN;
  - (b) a graduate of the Aurora College Long Term Care Aide program; or
  - (c) a graduate of a program which the employee demonstrates to the satisfaction of the Employer to be equivalent to the Aurora College Long Term Care Aide program;
  - (d) a second year or higher registered nursing student;shall receive an allowance of sixty (60) cents per hour for all regular hours worked.

**Classification and Hourly Rates of Pay  
Effective April 1, 2023**

Economic Increase: 2%

<b>Classification/Steps</b>	<b>Casual</b>	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	<b>Level 4</b>	<b>Level 5</b>	<b>Level 6</b>
Maintenance Supervisor	32.18	35.77	36.68	37.60	38.56	39.57	40.56
Maintainer	30.87	34.30	35.14	36.04	36.95	37.92	38.86
Maintenance Assistant	26.24	29.80	30.57	31.33	32.12	32.98	33.80
Rec Therapy and community liaison	40.51	45.31	46.46	47.63	48.86	50.09	51.38
rec therapy coordinator	32.97	37.06	38.01	38.98	39.97	40.97	42.01
Therapeutic Rec Assistant	28.53	32.09	32.96	33.76	34.62	35.51	36.40
Resident care Aide	32.18	35.77	36.68	37.60	38.56	39.57	40.56
Cook	27.34	30.91	31.71	32.52	33.31	34.18	35.05
Housekeeping Supervisor	30.86	34.29	35.05	36.04	36.94	37.91	38.86
Housekeeper	25.10	28.68	29.40	30.12	30.89	31.66	32.49
Laundry Aide	25.10	28.68	29.40	30.12	30.89	31.66	32.49
Reception/Finance Clerk	28.70	32.11	32.97	33.78	34.64	35.53	36.42
AP/AR Clerk	31.97	35.80	36.73	37.64	38.62	39.61	40.62
Payroll/Finance Officer	36.33	40.71	41.75	42.81	43.90	45.02	46.18
Graduate Nurse	38.99	42.19	43.26	44.36	45.50	46.68	47.86
Food Services Supervisor	31.69	34.95	35.86	36.76	37.66	38.64	39.63
Unit Clerk	28.70	32.11	32.97	33.78	34.64	35.53	36.42
Team leader	47.35	49.81	51.08	52.38	53.68	55.03	56.40
Clinical Care coordinator	0.00	52.18	53.53	54.89	56.30	57.68	59.24

**Pay Notes:** The following pay notes apply to all pay grids in Appendix A.

- 1) Regular Employees are hired based on the Levels set out above.  
  
Progression for Regular Employees from Level to Level is based on:
  - (a) One (1) year of experience at the employee's current level;
  - (b) Satisfactory job performance.
2. Short-term Casual Employees are hired and remain at the Casual Employee pay Level.
3. On-call Casual Employees are hired and progress from Level to Level based on increments of one thousand nine hundred and fifty (1950) regular hours worked and satisfactory job performance.
4. A Resident Care Aide who is:
  - (a) a valid NWT registered LPN;
  - (b) a graduate of the Aurora College Long Term Care Aide program; or
  - (c) a graduate of a program which the employee demonstrates to the satisfaction of the Employer to be equivalent to the Aurora College Long Term Care Aide program;
  - (d) a second year or higher registered nursing student;shall receive an allowance of sixty (60) cents per hour for all regular hours worked.

**Classification and Hourly Rates of Pay  
Effective April 1, 2024**

Economic Increase: 1.75%

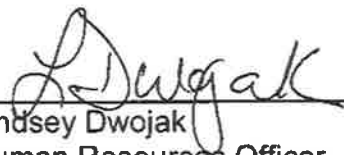
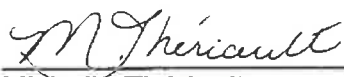
<b>Classification/Steps</b>	<b>Casual</b>	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	<b>Level 4</b>	<b>Level 5</b>	<b>Level 6</b>
Maintenance Supervisor	32.74	36.40	37.32	38.26	39.23	40.26	41.27
Maintainer	31.41	34.90	35.75	36.67	37.60	38.58	39.54
Maintenance Assistant	26.70	30.32	31.10	31.88	32.68	33.56	34.39
Rec Therapy and community liaison	41.22	46.10	47.27	48.46	49.72	50.97	52.28
rec therapy coordinator	33.55	37.71	38.68	39.66	40.67	41.69	42.75
Therapeutic Rec Assistant	29.03	32.65	33.54	34.35	35.23	36.13	37.04
Resident care Aide	32.74	36.40	37.32	38.26	39.23	40.26	41.27
Cook	27.82	31.45	32.26	33.09	33.89	34.78	35.66
Housekeeping Supervisor	31.40	34.89	35.66	36.67	37.59	38.57	39.54
Housekeeper	25.54	29.18	29.91	30.65	31.43	32.21	33.06
Laundry Aide	25.54	29.18	29.91	30.65	31.43	32.21	33.06
Reception/Finance Clerk	29.20	32.67	33.55	34.37	35.25	36.15	37.06
AP/AR Clerk	32.53	36.43	37.37	38.30	39.30	40.30	41.33
Payroll/Finance Officer	36.97	41.42	42.48	43.56	44.67	45.81	46.99
Graduate Nurse	39.67	42.93	44.02	45.14	46.30	47.50	48.70
Food Services Supervisor	32.24	35.56	36.49	37.40	38.32	39.32	40.32
Unit Clerk	29.20	32.67	33.55	34.37	35.25	36.15	37.06
Team leader	48.18	50.68	51.97	53.30	54.62	55.99	57.39
Clinical Care coordinator	0.00	53.09	54.47	55.85	57.29	58.69	60.28

**Pay Notes:** The following pay notes apply to all pay grids in Appendix A.


- 1) Regular Employees are hired based on the Levels set out above.  
  
Progression for Regular Employees from Level to Level is based on:
  - (a) One (1) year of experience at the employee's current level;
  - (b) Satisfactory job performance.
2. Short-term Casual Employees are hired and remain at the Casual Employee pay Level.
3. On-call Casual Employees are hired and progress from Level to Level based on increments of one thousand nine hundred and fifty (1950) regular hours worked and satisfactory job performance.
4. A Resident Care Aide who is:
  - (a) a valid NWT registered LPN;
  - (b) a graduate of the Aurora College Long Term Care Aide program; or
  - (c) a graduate of a program which the employee demonstrates to the satisfaction of the Employer to be equivalent to the Aurora College Long Term Care Aide program;
  - (d) a second year or higher registered nursing student;shall receive an allowance of sixty (60) cents per hour for all regular hours worked.

Signed this 5<sup>th</sup> day of December, 2023

On behalf of Avens – A Community for Seniors

  
\_\_\_\_\_  
Daryl Dolynny  
Chief Executive Officer  
\_\_\_\_\_  
Lindsey Dwojak  
Human Resources Officer  
\_\_\_\_\_  
Michèle Thériault  
Negotiator

On behalf of the Public Service Alliance of Canada

  
\_\_\_\_\_  
Laurence Wilson  
Committee Member  
\_\_\_\_\_  
Sherry Weir  
Committee Member  
\_\_\_\_\_  
Alma Jaboneta  
Committee Member  
\_\_\_\_\_  
Frances Baroutoglou  
Negotiator  
Public Service Alliance of Canada  
\_\_\_\_\_  
Josée-Anne Spirito  
Regional Executive Vice President (North)  
Public Service Alliance of Canada