

Collective Agreement

-between -

**Yellowknife Association of Concerned
Citizens for Seniors**
(operating Aven Manor)

RECEIVED
JAN 17 2008

(here in after referred to as the “Employer”)

-and -

The Public Service Alliance of Canada

as represented by its **Component:**

The Union of Northern Workers
(here in after referred to as the “Union”)

EFFECTIVE: April 1, 2007
EXPIRY : March 31, 2011

10151 (06)

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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 Aven Manor, owned and operated by the Yellowknife Association of Concerned Citizens for Seniors, Yellowknife, Northwest Territories excluding the Executive Director, Business Manager, Office Manager, Resident Care Coordinator, Dietary/Housekeeping Supervisor, and Recreation **Therapy Coordinator**.
- (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 for work which is not

regularly scheduled.

Persons hired for temporary periods of employment on government grant programs such as SEED shall not come within the scope of this Agreement.

- (d) “Fiscal Year” means the period of time from April 1 in one year to March 31 in the following year.
- (e) “Grievance” means any difference arising out of the interpretation, application, administration or alleged violation of this Agreement.
- (f) “Representative” means an employee who has been elected **or** appointed as an area steward and who represents the Union at meetings with management and who is authorized to represent the Union.
- (g) “Union” means the Public Service Alliance of Canada as represented by its agent 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.

2.2 Where the singular, feminine or masculine gender is used, it shall be considered to include the plural, masculine or feminine gender 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 interruption or impeding of work, work stoppage, strike, sit-down, slow-down or any other interference with production by any employees during the term of this Agreement.

Article 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 Executive Director.

Article 9 - Time off for Union Business

- 9.1 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 her 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.
- 9.2 Employee representatives shall be allowed time off without pay to participate in collective bargaining and arbitration meetings.
- 9.3 Employees shall be granted leave without pay to participate in arbitration proceedings as a party or as a witness.
- 9.4 Employee Organization, Executive Council Meetings, Congress and Conventions
- Operations permitting, 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 NWT Federation of Labour.
- 9.5 Representatives Training Course

Operations permitting and upon reasonable notification, the Employer will grant reasonable leave without pay to one (1) employee who exercises the authority of a

representative on behalf of the Union, to undertake training related to the duties of a representative.

9.6 Elected Executive Officer of the UNW

- (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. 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 9.6 (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.

9.7 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** Effective the first (1st) of the month following the signing of this Agreement, the Employer will, as a condition of employment, deduct an amount equal to the amount of membership dues 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, 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 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 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.

- 11.2 The Employer shall provide each employee with a copy of this Collective Agreement.
- 11.3 The Employer agrees to provide each new member of the Bargaining Unit with a copy of this Collective Agreement upon their appointment.
- 11.4 The Employer shall notify the Union of all newly created positions.
- 11.5 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.
- 11.6 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 the first ninety (90) days worked of his/her employment up to a maximum of six (6) months. If an employee on probation is determined by the Employer to be unsatisfactory, the employee may be terminated at any time during the probation period. Such termination may be grieved up to Step Two of the Grievance Procedure but shall not be the subject of arbitration at Step Three.

Article 13 - Paid Holidays

- 13.1 The following days are designated 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 Aboriginal Day
 - (f) Canada Day;
 - (g) August Civic Holiday;
 - (h) Labour Day;
 - (i) Thanksgiving Day;
 - (j) Remembrance Day;
 - (k) Christmas Day;
 - (l) 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:

- (a) if the employee does not work on a paid holiday when required or scheduled to do so;
- (b) **if** the employee is absent from work without the consent of the Employer on his/her last scheduled working day preceding and his/her first scheduled working day following a 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 holiday:

- (a) at one and one-half times (1 1/2X) his/her 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 (1) 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 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**) days 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 ½ X**) their casual rate of pay for all hours worked on the Paid Holiday.

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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 (5th) 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) 18.0 hours each month commencing in the month after completion of fifteen (15) 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 17.1.
- 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 February 28. Vacation leave requests submitted by February 28 will be responded to by the Employer within two (2) weeks. 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 February 28, or where a vacation leave request is changed after February 28, seniority will not be the determining factor.
 - (c) Notwithstanding (a), where an employee has submitted, by February 28 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 February **28** 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 thirty seven and one half (**37.5**) hours of vacation leave to the next fiscal year. Under special circumstances, further carry over may be approved by the Executive Director.

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 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 **17.1**.
- 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.
- 15.4** When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved by WCB for a concurrent period, there shall be no charge against the employee sick leave credits for the period of concurrency.

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 benefit entitlements and service for the purpose of pay progression.

- 16.2** In the case of a death of an immediate family member (parents, parents-in-law, children including step-child or adopted child, spouse including common-law spouse, brother, sister, grandparents, or grandchildren) or family-related illness, up to 37.5 hours paid compassionate leave may be granted at the discretion of the Employer.
- 16.3** 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 Crown 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.
- 16.4** The Employer agrees to grant **Maternity**, Parental and **Compassionate** leave in accordance with the appropriate Legislation.

Article 17 - Hours of Work

- 17.1** 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. A regular full-time employee may be required to work a regular scheduled shift exceeding 7.5 hours according to the following conditions:
- (a) These alternative schedules shall provide for more scheduled days off compared to the 7.5 hour schedule;
 - (b) 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) hours.
- 17.2** 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.
- 17.3** If an employee is required to work in excess of the regular hours of work in Article 17.1, including the regular hours of work for a schedule approved through an Application Permit under the Labour Standards Act, the employee shall be paid one and one-half times (1 1/2 x) his/her straight-time rate for the overtime hours worked. All overtime

must be authorized by the Employer.

17.4 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 thirty cents (\$1.30) per hour.
- (b) for regular daily hours of work scheduled between 12:01 a.m. and 8:00 a.m., one dollar and fifty cents (\$1.50) per hour.

17.5 Where the Employer requires a Resident Care Aide to supervise employees on shifts when a Resident Care Team Leader or Resident Care Coordinator is not on duty; the Resident Care Aide will be assigned as supervisor and be paid one dollar and fifty cents (**\$1.50**) per hour in addition to their regular rate of pay.

Where the Employer requires a Resident Care Team Leader to supervise employees on shifts when the Resident Care Coordinator regularly works and is not on duty; the Resident Care Team Leader will be paid one dollar and fifty cents (\$1.50) per hour in addition to their regular rate of pay if they are not already receiving Acting Pay as outlined in Article **18.3** of the current collective agreement.

17.6 The Employer agrees to continue providing a staff room for use during breaks.

Article 18 - Pay

18.1 Classification and rates of pay are contained in Appendix A to this Agreement.

18.2 Employees shall be paid every two (2) weeks with up to a one (1) week hold back.

18.3 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 19 - Call-Back Pay

19.1 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 the straight-time rate.

Article 20 - Pay for Travel on Behalf of the Employer

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

Article 21 - Employee Files

21.1 Upon written request or authorization of an employee, the personnel file of that employee shall be made available for his/her 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.

21.2 Only one (1) personnel file per employee shall exist.

21.3 The Employer shall endeavour to conduct employee performance appraisals at least annually. 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 22 - Classification

22.1 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 implementation of the new or revised classification.

Article 23 - Grievance and Arbitration Procedure

- 23.1 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 ten (10) working 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 five (5) working days of the grievance, and shall render a decision in writing within five (5) working days of this meeting.

Step Two

Failing satisfactory settlement at Step One, within ten (10) working days of receipt of the decision at Step One, the grievance may be referred in writing to the Executive Director. The Executive Director or their designate shall meet with the grievor within ten (10) working days of receipt of the grievance at Step Two, and shall render a decision in writing within ten (10) working days of this meeting.

Step Three

Failing satisfactory settlement at Step Two, within ten (10) working days of receipt of the decision at Step Two, the grievance may be referred in writing to arbitration.

Arbitration

- 23.2 Arbitration shall be by a single arbitrator selected by the parties. Should the parties be unable to agree, the appointment shall be made by the Canada Labour Relations Board.
- 23.3 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.

- 23.4 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.
- 23.5 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.
- 23.6 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.
- 23.7 The procedures 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.
- 23.8 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 24 - Safety and Health

- 24.1 The Union and the Employer agree to co-operate in improving work practices and the working environment in order to provide a safe and healthy environment for employees and residents.
- 24.2 The Employer and employees shall abide by all applicable workplace health and safety legislation.
- 24.3 The Union will appoint employees to participate as part of the Joint Health and Safety Committee. 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.

Article 25 - Discharge and Discipline

- 25.1 An employee may be disciplined or discharged, but only for just cause.

25.2 An employee who is to receive a written notice of discipline shall be notified with sufficient advance notice to allow the employee to have a Union representative present if the employee so wishes.

Article 26 - Civil Liability

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

Article 27 - General Employment Conditions

27.1 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.

27.2 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. Resident care, dietary and housekeeping/laundry employees must wear closed-toed shoes with non-slip soles.

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

27.4 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
 - (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.

27.5 Employees shall be eligible to participate in the Employer's Registered Retirement Savings Plan according to conditions of the Employer's policy including amendments that may be made from time-to-time. For employees who are not eligible to contribute to a Registered Retirement Savings Plan due to age requirements, the Employer will continue to make a contribution to a non-registered plan.

27.6 After six (6) months of service and annually thereafter, every regular full- time employee is entitled to Northern Allowance which shall be:

- April 1, 2007 - \$1300**
- April 1, 2008 - \$1400**
- April 1, 2009 - \$1500**
- April 1, 2010 - \$1600**

Regular part-time employees will receive a pro rata amount according to their regular hours of work. The Northern Allowance cannot be carried over and shall be paid out prior to the fiscal year ending March 31.

Article 28 - Joint Committee

28.1 The Union and management of Aven Manor agree to meet up to four **(4)**times per year or as necessary to discuss matters of common concern.

Article 29 - Duration and Renewal

29.1 **The term of this Agreement shall be from April 1, 2007 to March 31, 2011.**

29.2 Within a period of four **(4)**months preceding the expiry date of this Agreement, either party may, by written notice, require the other party to commence bargaining collectively with a view to the conclusion, renewal or revision of the Collective Agreement.

29.3 This Agreement may be amended by mutual consent.

LETTER OF UNDERSTANDING

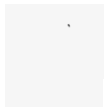
The Employer and the Union agree that effective April 1, 2008, there will be implemented a defined contribution Group Pension Plan. Any Group Pension Plan must be accepted by the Employer and the Union.

Effective April 1, 2008, article 27.5 of the Collective Agreement will be deleted, and replaced with the following provision:

All Employees shall participate in the Group Pension Plan. Each employee shall contribute 4% of salary, and those contributions shall be matched by the Employer.

Effective April 1, 2009, the amount of 4% shall be increased to 6%.

Effective April 1, 2010, the amount of 6% shall be increased to 8%



Appendix A - Classifications and Pay Rates

	April 1, 2007 to March 31, 2008						
	Casual	1	2	3	4	5	6
Maintenance Assistant	19.14	21.74	22.29	22.86	23.44	24.04	24.65
Maintenance Supervisor	23.49	26.09	26.75	27.43	28.13	28.85	29.58
Therapeutic Recreation Assistant	20.82	23.42	24.02	24.63	25.26	25.90	26.56
Team Leader	31.60	34.20	35.07	35.96	36.88	37.82	38.79
Resident Care Aide	23.49	26.09	26.75	27.43	28.13	28.85	29.58
Cook	19.95	22.55	23.12	23.71	24.31	24.93	25.56
Housekeeper	18.30	20.90	21.43	21.97	22.53	23.10	23.68
Office Assistant	21.65	24.25	24.87	25.50	26.15	26.82	27.50

Notes: Casual Employees are hired and remain at the Casual Employee pay Level.

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

Note:

A Resident Care Aide who is:

- 1. a valid NWT registered LPN;
- 2. a graduate of the Aurora College Long Term Care Aide program; or
- 3. 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;

shall receive an allowance of 49 cents per hour for all regular hours worked.

	April 1, 2008 to March 31, 2009						
	Casual	1	2	3	4	5	6
Maintenance Assistant	19.71	22.39	22.96	23.55	24.14	24.76	25.39
Maintenance Supervisor	24.19	26.87	27.55	28.25	28.97	29.72	30.47
Therapeutic Recreation Assistant	21.44	24.12	24.74	25.37	26.02	26.68	27.36
Team Leader	32.55	35.23	36.12	37.04	37.99	38.95	39.95
Resident Care Aide	24.19	26.87	27.55	28.25	28.97	29.72	30.47
Cook	20.55	23.23	23.81	24.42	25.04	25.68	26.33
Housekeeper	18.85	21.53	22.07	22.63	23.21	23.79	24.39
Office Assistant	22.30	24.98	25.62	26.27	26.93	27.62	28.33

Notes: Casual Employees are hired and remain at the Casual Employee pay Level.

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

Note:

A Resident Care Aide who is:

- 1. a valid NWT registered LPN;
- 2. a graduate of the Aurora College Long Term Care Aide program; or
- 3. 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;

shall receive an allowance of 49 cents per hour for all regular hours worked.

	April 1, 2009 to March 31, 2010						
	Casual	1	2	3	4	5	6
Maintenance Assistant	20.31	23.06	23.65	24.25	24.87	25.50	26.15
Maintenance Supervisor	24.92	27.68	28.38	29.10	29.84	30.61	31.38
Therapeutic Recreation Assistant	22.09	24.85	25.48	26.13	26.80	27.48	28.18
Team Leader	33.52	36.28	37.21	38.15	39.13	40.12	41.15
Resident Care Aide	24.92	27.68	28.38	29.10	29.84	30.61	31.38
Cook	21.16	23.92	24.53	25.15	25.79	26.45	27.12
Housekeeper	19.41	22.17	22.74	23.31	23.90	24.51	25.12
Office Assistant	22.97	25.73	26.38	27.05	27.74	28.45	29.17

Notes: Casual Employees are hired and remain at the Casual Employee pay Level.

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

Note:

A Resident Care Aide who is:

1. a valid NWT registered LPN;
2. a graduate of the Aurora College Long Term Care Aide program; or
3. 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;

shall receive an allowance of 49 cents per hour for all regular hours worked.

	April 1, 2010 to March 31, 2011						
	Casual	1	2	3	4	5	6
Maintenance Assistant	20.91	23.76	24.36	24.98	25.61	26.27	26.94
Maintenance Supervisor	25.67	28.51	29.23	29.97	30.74	31.53	32.32
Therapeutic Recreation Assistant	22.75	25.59	26.25	26.91	27.60	28.30	29.02
Team Leader	34.53	37.37	38.32	39.29	40.30	41.33	42.39
Resident Care Aide	25.67	28.51	29.23	29.97	30.74	31.53	32.32
Cook	21.80	24.64	25.26	25.91	26.56	27.24	27.93
Housekeeper	20.00	22.84	23.42	24.01	24.62	25.24	25.88
Office Assistant	23.66	26.50	27.18	27.86	28.57	29.31	30.05

Notes: Casual Employees are hired and remain at the Casual Employee pay Level.

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

Note:

A Resident Care Aide who is:

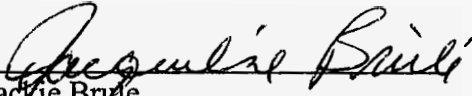
- 1. a valid NWT registered LPN;
- 2. a graduate of the Aurora College Long Term Care Aide program; or
- 3. a graduate of a program which the employee demonstrates to the satisfaction of the Employer to be equivalent to the Aurora College Long Term Care Aide program;

shall receive an allowance of 49 cents per hour for all regular hours worked.

Signed this _____ day of _____, 2007.

On behalf of the Public Service Alliance of Canada

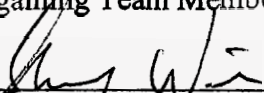
On behalf of the Yellowknife Association of Concerned Citizens for Seniors



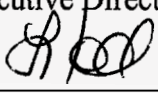
Jackie Brule
Bargaining Team Member



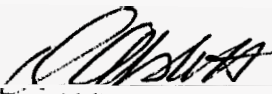
Greg N. Debogorski
Executive Director




Sherry Weir
Bargaining Team Member



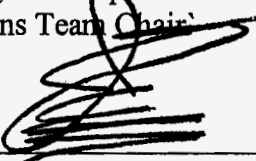
Linda Koe
Resident Care Coordinator



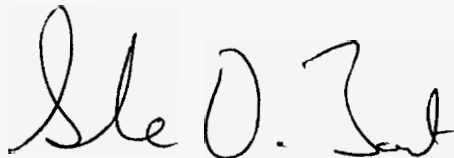
Dolly Ablitt
PSAC Regional Representative
Negotiations Team Chair



Debbi Ross, Board Member YACCS



Jean Francois Des Lauriers
Regional Executive Vice- President North
Public Service Alliance of Canada



Glenn Tait
Negotiator

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