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**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE PUBLIC SERVICE ALLIANCE OF CANADA**

**AS REPRESENTED BY**

**THE UNION OF NORTHERN WORKERS**

**AND**

**BOSCO HOMES TRAILCROSS TREATMENT CENTRE  
FORT SMITH NT**

**EFFECTIVE: APRIL 1, 2006  
EXPIRY : MARCH 31, 2008**

**UNION OF NORTHERN WORKERS  
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## ARTICLE 1 – PURPOSE OF AGREEMENT

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

## ARTICLE 2 - INTERPRETATION AND DEFINITIONS

2.01 For the purpose of this Agreement:

- (a) "Agreement" and "Collective Agreement" means this Collective Agreement.
- (b) "Alliance" means the Public Service Alliance of Canada.
- (c) "Allowance" means compensation payable to an employee in addition to the regular remuneration payable for the performance of the duties of his position.
- (d) "Bargaining Unit" means all employees of the Employer except the Program Manager and Program Therapist.
- (e) "Relief Worker or casual worker" means a person employed by the Employer for work of a temporary nature. A Relief or casual Worker is a member of the Bargaining Unit.
- (f) A "common-law partner" relationship is said to exist when, for a continuous period of at least one (1) year, an employee has lived with a person, and publicly represented that person to be their partner.
- (g)
  - (i) "Continuous Employment" and "Continuous Service" means uninterrupted employment with the Employer; and
  - (ii) with reference to reappointment of a lay-off his employment in the position held by him at the time he was laid off, and his employment in the position to which he is appointed shall constitute continuous employment;
  - (iii) where an employee ceases to be employed for a reason other than dismissal, resignation, abandonment of position or rejection on probation, and is re-employed within a period of six (6) months, his periods of employment for purposes of pension, sick leave, vacation leave and

vacation travel benefits shall be considered as continuous employment. This provision is subject to the renewal of the Contract between Bosco Homes and Health and Social Services.

- (h) "Continuous operation" means any operation in which in each seven (7) day period operations once commenced normally continue day and night without cessation until the completion of the regularly scheduled operations for that period.
- (i) "Day of Rest" in relation to an employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of his position other than by reason of his being on leave of absence.
- (j) "Demotion" means the appointment of an employee for reasons of misconduct, incompetence or incapacity, to another position for which the maximum pay is less than that of his former position. A demotion may occur at the request of an employee.
- (k) "Dependant" means a person residing with the employee who is:
  - (i) that employee's spouse (including common-law),
  - (ii) a child, including step-child, and adopted child who:
    - (a) is under twenty-one (21) years of age and dependent upon him/her for support; or
    - (b) being over twenty-one (21) years of age and dependent upon him/her by reason of full-time attendance at an educational institution or mental or physical infirmity.
  - (iii) or any other relative of the employee's household who is wholly dependent upon the employee for support by reason of mental or physical infirmity.
- (l) "Employee" means a member of the Bargaining Unit.
- (m) "Employer" means Bosco Homes – Trailcross Treatment Centre.
- (n) "Fiscal Year" means the period of time from April 1, in one year, to March 31, in the following year.
- (o) "Grievance" means a complaint in writing that an employee, group of employees, or the Union submits to management to be processed through the grievance procedure.
- (p) "Holiday" means the twenty-four (24) hour period commencing at 11:01 P.M. immediately prior to the day designated as a paid holiday in this Agreement.

- (q) "Lay-off" means an employee whose employment has been terminated because of lack of work, or lack of funding.
- (r) "Leave of Absence" means absence from duty with the Employer's permission.
- (s) "Lieu Time" means the equivalent leave with pay taken in lieu of cash payment.
- (t) "Manager" means the Program Manager of Bosco Homes, Trailcross Treatment Centre, in Forth Smith.
- (u) "May" shall be regarded as permissive and "Shall and "Will" as imperative.
- (v) "Membership Fees" means the fees established pursuant to the By-laws of the Union as the fees payable by the members of the Bargaining Unit.
- (w) "Overtime" means work performed by an employee in excess of or outside of his regularly scheduled hours of work.
- (x) "Part time Employee" means an employee who has been appointed to a position for which the hours of work on a continuing basis are less than the standard work day or work week for that position.
- (y) "Probation" means a period of six (6) months from the day upon which an employee is first appointed or a period of six (6) months after an employee has been transferred or promoted from within. If an employee does not successfully complete his probationary period on transfer or promotion, the Employer shall appoint him to a position comparable to the one from which he was transferred or promoted.
- (z) "Promotion" means the appointment of an employee to a new position, the maximum rate of pay of which exceeds that of his former position by at least:
  - (i) the minimum increment in the new position; or
  - (ii) four (4%) percent of the maximum rate of pay of the former position where the new position has only one rate of pay.
- (aa) "Rates of Pay"
  - (i) "weekly rate of pay" means an employee's annual salary divided by 52.176;
  - (ii) "daily rate of pay" means an employee's weekly rate of pay divided by five (5);
  - (iii) "hourly rate of pay" means an employee's daily rate of pay divided by his regularly scheduled daily hours of work, or where an employee is paid by the hour, the rate of pay established by the Employer for his part-time employment.
- (bb) "Representative" means an employee who has been elected or appointed as an

area steward or who represents the Union at meetings with management and who is authorized to represent the Union.

- (cc) "Seniority" means length of service with the Employer.
- (dd) "Term employee" means a person hired by the Employer for a specified period of time to perform a certain job.
- (ee) "Transfer" means the appointment of an employee to another position, that does not constitute a promotion or demotion.
- (ff) "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.
- (gg) "Union" means the Public Service Alliance of Canada as represented by its agent the Union of Northern Workers.

- 2.02 Except as otherwise provided in this Agreement, expressions used in this Agreement:
- (a) if defined in the Labour Standards Act or in the Regulations made thereunder, have the same meaning as given to them in that Act; and
  - (b) if defined in the Interpretation Act, but not defined elsewhere in this Agreement have the same meaning as given to them in the Interpretation Act.
- 2.03 Feminine, masculine, singular and plural pronouns used in this Agreement shall be interchangeable in the interpretation of this Agreement except where specifically precluded by the context.

### **ARTICLE 3 - RECOGNITION AND HUMAN RIGHTS**

- 3.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees in the Bargaining Unit.
- 3.02 The Employer will advise prospective employees that Bosco Homes is a unionized work place.
- 3.03 All employees covered by this Agreement must become members of and maintain membership in good standing in the Union within thirty (30) days of the date they commenced employment. They shall maintain membership as a continuing condition of employment.

#### **DISCRIMINATION**

- 3.04 Other than bona fide occupational requirements, the Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee by reason of age, sex, race, creed, colour, **ethnic origin, ancestry**, national origin, **nationality, place of origin**, marital status, family status, **family affiliation**, sexual orientation, **gender identity**, mental or physical disability (except for employment equity programmes), conviction for which a pardon has

been granted, political or religious affiliation, **political belief, political association, social condition**, nor by reason of union membership or activity or for exercising their rights under the Collective Agreement. This article respects the need to meet bona fide occupational requirements.

- 3.05 Other than bona fide occupational requirements, the Employer shall make every reasonable effort to find alternate employment within its employ for an employee who becomes unable to carry out his normal work functions as a result of a physical or mental disability arising as a result of his employment with the Employer.
- 3.06 Notwithstanding Clause 3.03, it is recognized that an affirmative action program may be implemented by the Employer based on native employment (as recognized in the Canadian Constitution).

#### SEXUAL HARASSMENT

- 3.07 The Employer is committed to promoting a work environment which is free from sexual harassment. Every employee has the right to freedom from harassment in the workplace because of sex by his/her Employer, or agent of the Employer, or by another employee.

#### EQUAL PAY FOR WORK OF EQUAL VALUE

- 3.08 The Employer agrees to recognize the principle of Equal Pay for Work of Equal Value regardless of the sex of the employee.

### **ARTICLE 4 - APPLICATION**

- 4.01 The provisions of this Agreement apply to the Union, the employees and the Employer
- 4.02 Part-time employees shall be entitled to all eligible benefits provided under this Agreement in the same proportion as their weekly hours of work compare to the standard work week.
- 4.03 The Employer and the Union will share equally all costs associated with the printing and distribution of the Collective Agreement. The Union will facilitate said printing and distribution.

### **ARTICLE 5 - FUTURE LEGISLATION**

- 5.01 In the event that any law passed by Parliament, or the NWT 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.



## **ARTICLE 6 - CONFLICT OF PROVISIONS**

- 6.01 Where there is any conflict between the provisions of this Agreement and any regulation, direction or other instrument dealing with terms and conditions of employment issued by the Employer, the provisions of this Agreement shall prevail.

## **ARTICLE 7 - STRIKES AND LOCKOUTS**

- 7.01 During the life of the Agreement there shall be no lockout by the Employer and no work stoppage by any employee or employees.

## **ARTICLE 8 - EMPLOYER DIRECTIVES**

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

## **ARTICLE 9 - UNION ACCESS TO EMPLOYER PREMISES**

- 9.01 At the sole discretion of the Employer, access to the Trailcross facility may be granted to accredited representatives of the Union.
- 9.02 The Union will notify the employer in writing of all accredited representatives for the bargaining unit

## **ARTICLE 10 - APPOINTMENT OF REPRESENTATIVES**

- 10.01 The Employer acknowledges the right of the Union to appoint employees as representatives.

## **ARTICLE 11 - TIME-OFF FOR UNION BUSINESS**

### ARBITRATION HEARINGS (Disputes)

- 11.01 (a) At the Union's request, the Employer will grant leave without pay to any employee whose presence is essential for representation of the Union before an Arbitration hearing.

### Employee called as a Witness

- (b) The Employer will grant leave with pay to an employee called as a witness before an Arbitration Hearing and leave without pay to an employee called as a witness

by the Union.

#### ARBITRATION HEARING (Grievance)

- 11.02 (a) The Employer will grant leave without pay to an employee who is a party to the grievance which is before an Arbitration Board to attend the Arbitration hearing, Should an employee's grievance be successful, the Employer will reimburse any lost salary.

#### Employee who acts as a Representative

- (b) The Employer will grant leave without pay to the Representative of an employee who is a party to the grievance to attend the arbitration hearing.

#### Employee called as a Witness

- (c) The Employer will grant leave without pay to a witness called by an employee who is a party to the grievance to attend the Arbitration hearing. Should an employee's grievance be successful, the Employer will reimburse any lost salary.

#### GRIEVANCE PROCESSING

- 11.03 Where an employee and his representative are involved in the process of his grievance, they shall be granted reasonable time off.

#### CONTRACT NEGOTIATIONS MEETINGS

- 11.04 The Employer will grant leave without pay for two (2) employees for the purpose of attending contract negotiations on behalf of the Union for the duration of such negotiations.

#### PREPARATORY CONTRACT NEGOTIATIONS MEETINGS

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

#### EMPLOYEE ORGANIZATION EXECUTIVE COUNCIL MEETINGS, CONGRESS AND CONVENTIONS

- 11.06 Where operational requirements permit, the Employer will grant reasonable leave without pay to a maximum of two (2) employees to attend executive council meetings and Conventions of the Alliance, the Canadian Labour Congress and the NWT Federation of Labour.

- (a) The Employer shall grant reasonable leave without pay to an employee elected to attend conventions of the Union of Northern Workers.

- (b) Should a second employee be elected to attend conventions of the Union of Northern Workers, where operational requirements permit, reasonable leave

without pay will be granted.

### REPRESENTATIVE TRAINING COURSE

- 11.07** Where operational requirements permit, the Employer will grant reasonable leave without pay to a maximum of ~~two~~ (2) employees who have been appointed as Representatives on behalf of the Union to undertake training related to the duties of a representative.

### TIME-OFF FOR REPRESENTATIVES

- 11.08** (a) A Representative shall obtain the permission of the Program Manager before leaving his work to investigate a grievance, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld.
- (b) The Representative shall make every reasonable effort to report back to his supervisor before resuming his normal duties.
- 11.09** Where operational requirements permit, upon reasonable notice, the Employer will grant leave without pay for a reasonable number of employees:

- (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.

### LEAVE FOR UNION OFFICE

- 11.10** (a) (i) Employees elected as President, First Vice-President, 2nd Vice-president or Regional Vice-president of the Union shall be granted leave of absence for the term of office. During the leave of absence such employees shall maintain all accumulated rights and benefits to which they are entitled under the Agreement.
- (ii) Upon reasonable notification, the Employer shall grant leave without pay to the Union representative seconded for a minimum period of one (1) week to serve as President of the Union on a temporary basis.
- (b) The Employer shall continue to pay such employees their applicable salary in accordance with the terms of the Agreement. Upon invoice by the Employer, the Union shall reimburse the Employer for the amounts so paid.
- (c) The benefits of any group shall be extended to such employees and the Union will reimburse the Employer for such costs involved.
- (d) Such employees shall be entitled to an increment for each year of their leave of absence to a maximum of Level 5 in their pay range of their applicable salary.

- (e) Such employees shall advise the Employer as soon as possible when an extension of the leave of absence is applicable due to re-election.
- (9) Upon termination of their leave of absence such employee shall be offered as a minimum the position they held with the Employer in the same work site and community before they commenced the leave of absence. When such employees wish to invoke this clause of the Agreement they shall provide the Employer with a three (3) month notice of their intent to do so.
- (g) Notwithstanding Article 11.10(f), the Employer may make an offer of employment to employees to a position inside the Bargaining Unit should such employee bid on a competition and be the **successful** candidate.
- (h) Employees on leave under this clause shall not accumulate seniority while on leave without pay.

#### **OTHER UNION LEAVE**

- 11.11 At the request of an employee, the Employer shall grant an employee a leave of absence, without pay, to work for the Union.

### **ARTICLE 12 - CHECK OFF**

- 12.01 Effective the first of the month following the signing of this Agreement, the Employer will, as a condition of employment, deduct an amount equal to the amount of Membership Fees from the pay of all employees in the Bargaining Unit.
- 12.02 The Union shall inform the Employer in writing of the authorized deduction to be checked off for each employee within the Bargaining Unit.
- 12.03 For the purpose of applying Clause 12.01, deductions from pay for each employee will occur on a monthly basis and will apply to the extent that earnings are available. Where an employee does not have sufficient earnings in respect of any monthly period to permit deduction, the Employer shall not be obligated to make such deductions from subsequent salary.
- 12.04 From the date of signing and for the duration of this Agreement no employee organization, other than the Union, shall be permitted to have membership fees deducted by the Employer from the pay of the employees in the Bargaining Unit. This does not include participation in an employee social fund.
- 12.05 The amounts deducted in accordance with Clause 12.01 shall be remitted to the Comptroller of the Alliance by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on his behalf.
- 12.06 The employer agrees to make deductions for reasonable purposes on the basis of the production of appropriate documentation by the Alliance.

- 12.07 The Union agrees to indemnify and save the employer harmless against any claim or liability arising out of the application of this article except for any claim or liability arising out of an error committed by the Employer.
- 12.08 The Employer agrees to identify annually on each employee's T-4 slip the total amount of Membership Fees deducted for the preceding year.

### **ARTICLE 13 - INFORMATION**

- 13.01 (a) 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, address, job classification, rate of pay, social insurance number, and employment status of all employees in the Bargaining Unit.
- (b) The Employer shall indicate which employees have been hired or transferred and those employees whose employment has been terminated during the period reported. The Union shall be notified of employees not paying dues, because they are on leave, and the type of leave.
- (c) The Employer shall provide separate listings for employees who are normally scheduled to work full time (including term, relief, casual and/or seasonal employees) and for employees who are normally scheduled to work less than full time, that is fewer than the regular hours per day or days per week.
- 13.02 The Employer shall provide each employee with a copy of this Collective Agreement.
- 13.03 The Employer shall notify the Union of all newly created classifications including its designation as to whether it is within or outside of the Bargaining Unit.

### **ARTICLE 14 – PROVISION OF BULLETIN BOARD SPACE AND OTHER FACILITIES**

- 14.01 The Employer shall provide a bulletin board in its office and shop clearly identified for exclusive Union use.
- 14.02 The Employer may make available to the Union specific locations on the premises for the placement of bulk quantities of literature of the Union.
- 14.03 The Employer will process any mail originating from the Union addressed to all employees in accordance with the Employer's normal internal mail distribution system.
- 14.04 A representative of the Union shall have the right to give each new employee an orientation of up to sixty (60) minutes and the representative of the Union shall be given leave with pay for such purposes.

## **ARTICLE 15 - DESIGNATED PAID HOLIDAYS**

- 15.01 The following days are designated paid holidays for employees covered by this Collective Agreement:
- (a) New Year's Day;
  - (b) Good Friday;
  - (c) Victoria Day;
  - (d) Aboriginal Day;
  - (e) Canada Day;
  - (f) Civic Holiday, The first Monday in August;
  - (g) Labour Day;
  - (h) Thanksgiving Day;
  - (i) Remembrance Day;
  - (j) Christmas Day;
  - (k) Boxing Day
- 15.02 Employees who are unable to take time off due to operational requirements bank the designated holiday as stat hours, the holiday shall be moved to another day mutually agreed upon between the employee and the Employer.
- 15.03 Clause 15.01 does not apply to an employee who is absent without cause on one of the working days immediately preceding or the working day following the designated Paid Holiday, except with the approval of the Employer.

### **HOLIDAY FALLING ON A DAY OF REST**

- 15.04 When a day designated as a holiday under Clause 15.01 coincides with an employee's day of rest, the holiday shall be moved to another day mutually agreed upon between the employee and the Employer.
- 15.05 Accumulated designated holiday time shall be credited to the employee's stat hours. These stat hours shall be taken at the request of the employee at a time mutually agreeable to the employee and the Employer within the same fiscal year.
- 15.06 Where a day that is a designated holiday for an employee falls within a period of leave with pay, the holiday shall not count as a day of leave.
- 15.07 Where operational requirements permit, an employee shall not be required to work both the Christmas Day/Boxing Day period and the New Year's Eve/New Year's Day period in the same holiday season.

## **ARTICLE 16 - LEAVE - GENERAL**

- 16.01 When an employee is in receipt of an extra allowance and is granted leave with pay, he is entitled during his period of leave to receive the allowance if the special or extra duties in respect of which he is paid the allowance were assigned to him on a continuing basis.
- 16.02 For the purpose of leave or time off, operational requirements are deemed to exist when:

- (a) the absence of the employee will prevent a deadline to be met because the employee cannot readily be replaced, or
  - (b) the absence of the employee will cause an interruption or reduction of a service or activity which is necessary for the continued operations of the Employer.
- 16.03 When the Employer rejects an employee's application for leave, the detailed reasons for the rejection shall be provided to the employee in writing forthwith.
- 16.04 An employee's request for any leave will be responded to by the Program Manager within a reasonable period of time.
- 16.05 The Employer shall not deduct leave from an employee's bank of credits without a written request from the employee.
- 16.06 When an employee is granted leave without pay for Union business, the Employer shall continue to keep the employee on payroll and the Union shall reimburse the Employer for the employee's **loss** of salary.

## ARTICLE 17 - VACATION LEAVE

### ACCUMULATION OF VACATION LEAVE

17.01 Employees shall receive an annual vacation with pay as follows:

0 – 3 years	3 weeks vacation
<b>3 - 5 years</b>	4 weeks vacation
<b>5 years or more</b>	<b>5 weeks vacation</b>

Part time employees shall receive annual vacation leave on a pro-rated basis.

Relief or Casual employees shall receive vacation pay as per the Labour Standards Act.

### GRANTING OF VACATION LEAVE

- 17.02 (a) In granting vacation leave with pay to an employee, the Employer shall make every reasonable effort to:
- (i) schedule vacation leave for all employees in the fiscal year in which it is earned;
  - (ii) not recall an employee to duty after he has proceeded on vacation leave;
  - (iii) grant the employee his vacation leave during the fiscal year in which it is earned at a time specified by him;
  - (iv) grant the employee vacation leave for at least up to five **(5)** consecutive weeks depending upon his vacation entitlements when **so** requested by

the employee; and

- (v) grant the employee his vacation leave when specified by the employee if the period of vacation leave is less than a week, providing that the employee gives the Employer reasonable advance notice.
  
- (b) The Employer shall reply to the request for vacation leave submitted by the employee as soon as possible after the request has been received. If an employee's request for vacation leave for a period of five (5) days or more is not responded to within fourteen (14) calendar days, the employee's days have been deemed to have been granted. Where the Employer has proposed to change, reduce or deny the vacation leave requested by the employee, the Employer shall provide the employee with the reasons, in writing, for such change, reduction or denial of vacation leave, and such change, reduction or denial shall be subject to Article 38 (Adjustment of Disputes) of this Collective Agreement.
  
- (c) Employees may be permitted to carry over any number of vacation leave credits earned from one fiscal year to the next.

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

- (a) is granted special leave, when there is a death in his immediate family as defined in Article 18 (Special Leave); or
  
- (b) is granted special leave with pay because of critical illness in the immediate family as defined in Article 18; or
  
- (c) is granted sick leave;

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

#### LEAVE WHEN EMPLOYMENT TERMINATES

17.04 Where an employee dies or otherwise terminates his employment:

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

#### TRAVEL ALLOWANCE

17.05 An employee will receive a Vacation Travel Assistance package in the amount of five thousand, four hundred dollars (**\$5400.00**) each year



## **ARTICLE 18 - SPECIAL LEAVE**

- 18.01 An employee will be granted special leave with pay for the following reasons:
- (a) Bereavement leave not exceeding three (3) days, together with the necessary travelling time not exceeding ~~two~~ (2) days in the event of the death of an immediate family member. Immediate family member shall mean spouse, common-law partner, child, ~~step-child~~, mother, mother-in-law, father, father-in-law, grandparent, grandparent-in-law, brother, brother-in-law, sister and sister-in-law. At the discretion of the Executive Director, bereavement leave may also be granted upon the death of a significant other of the employee's household or of a non-family member.
  - (b) Critical illness leave not exceeding three (3) days, together with the necessary travelling time not exceeding ~~two~~ (2) days in the event of the critical illness of an immediate family member. Immediate family member shall mean spouse, common-law partner, child, mother, mother-in-law, father, father-in-law, grandparent, grandparent-in-law, brother, brother-in-law, sister and sister-in-law. At the discretion of the Executive Director, bereavement leave may also be granted upon the critical illness of a significant other of the employee's household or of a non-family member.
  - (c) Upon the request of the employee, employees may be granted special leave without pay in addition to the above leave. Such leave shall not be unreasonably denied.

## **ARTICLE 19 - SICK LEAVE**

- 19.01 An employee shall earn sick leave credits at the rate of ten (10) days per fiscal year. These days shall accumulate and be carried over each year.
- 19.02 Upon the request of an employee, the Employer shall grant sick leave without pay where an employee has insufficient leave credits.
- 19.03 Any absence due to illness or injury that encompasses three (3) consecutive days or more must be documented by written verification from a physician.
- 19.04 Employees shall not be forced to utilize other types of leave credits or lieu time to cover sick leave without pay.

## **ARTICLE 20 - OTHER TYPES OF LEAVE**

### **PREGNANCY AND PARENTAL LEAVE**

- 20.01 A female employee shall be granted Pregnancy Leave without pay for a period not exceeding seventeen (17) weeks. Pregnancy leave may begin four (4) weeks before the expected date of termination of pregnancy ending no later than seventeen (17) weeks **after** the date of the termination of pregnancy.
- 20.02 The employee shall notify the Employer in writing at least four (4) weeks prior to the date

of termination of pregnancy that she wishes to take leave, except in extenuating circumstances such as pregnancy complications or premature birth and shall provide to the Employer a medical certificate certifying pregnancy.

- 20.03 An employee shall be granted up to thirty-seven (37) weeks Parental Leave without pay.
- 20.04 The employee shall notify the Employer, in writing, at least four (4) weeks prior to the commencement of an Adoption, except in extenuating circumstances such as the sudden coming into care of an adopted child. The employee shall also provide to the Employer a copy of the adoption certificate or custody papers.
- 20.05 An employee is entitled to Parental Leave without pay, if the employee:
- (i) has been employed by the Employer for six (6) continuous months;
  - (ii) has submitted a written request for leave at least four (4) weeks prior to commencement of such leave;
  - (iii) will remain at home to care for a new-born or newly adopted child; and
  - (iv) makes a Statutory Declaration that the child is a bona fide dependant of the employee and resides with the employee.
- 20.06 (a) Parental Leave to a total maximum of thirty-seven (37) weeks may be taken by either parent or by both parents, and is also available to adoptive parents.
- (b) Parental Leave may be extended to fifty-two (52) weeks pursuant to the Northwest Territories Labour Standards Act.
- 20.07 The Employer shall comply with the Pregnancy & Parental Leave Sections 30 - 39, Part V of the Northwest Territories Labour Standards Act.

## **ARTICLE 21 - HOURS OF WORK**

### Positions in Appendix A

- 21.01 (a) The work week shall consist of forty (40) hours and the work day shall consist of eight (8) consecutive hours exclusive of a one (1) hour meal period. The hours of work shall occur between the hours of 06:00 to 18:00 hours, unless agreed upon by the employee and the Employer.
- (b) **The hours of work for the Administrative Assistant are 8:30 A.M. to 5:00 P.M., inclusive of a one (1) hour unpaid meal period.**
- The work day shall be 7.5 hours, Monday through Friday, and 37.5 hours per week.**
- 21.02 (a) Employees shall be entitled to two (2) rest periods, with pay, of fifteen (15)

minutes duration for each day worked.

- (b) An employee may absent himself from his place of work after notifying his supervisor during such rest periods, but for each such rest period shall not be absent with pay from his place of work for more than fifteen (15) minutes.

### Positions in Appendix B

21.03 The work week shall consist of forty (40) hours and the work day shall consist of the following:

- (a) Day Shift: 06:45 – 15:00
- (b) Evening Shift: 14:45 – 23:00
- (c) Night Shift: 22:45 – 07:00

These shifts shall be inclusive of a one-half (1/2) hour paid meal period.

21.04 (a) Employees shall be entitled to ~~two~~ (2) rest periods, with pay, of fifteen (15) minutes duration for each shift worked.

- (b) An employee may not absent himself from his place of work during such rest periods.

21.05 Employees may work staggered shifts as mutually agreed upon by the Employer and the employee.

## **ARTICLE 22 - OVERTIME**

22.01 In this Article:

- (a) "Overtime" means work performed by an employee in excess or outside of his regularly scheduled hours of work.
- (b) "Straight time rate" means the hourly rate of pay.
- (c) "Time and one-half" means one and one-half times the straight time rate.

22.02 An employee who is required to work overtime shall be paid overtime compensation for **all** overtime worked subject to a minimum payment of fifteen (15) minutes at the overtime rate.

22.03 (a) Subject to the operational requirements of the service the Employer shall make every reasonable effort:

- (i) to allocate overtime work on an equitable basis among readily available qualified employees who are normally required in their regular duties to perform that work;

- (ii) to give employees who are required to work overtime reasonable advance notice of this requirement.
  - (b) Employees may refuse to work overtime.
- 22.04 (a) An employee who is requested to work overtime shall be entitled to a minimum of fifteen **(15)** minutes pay at the appropriate rate described below in (b).
- (b) Overtime work shall be compensated at time and one-half (1.5X) for all hours worked in excess of the normal workday or on a day of rest. **All** overtime hours shall be placed in a bank for later use as lieu time **or paid out at the Employee's discretion.** Lieu time may be carried over at the Employee's request.
- 22.05 When overtime compensation is paid, the pay statement shall indicate the pay period, rate of overtime, and the number of overtime hours.
- 22.06 If an employee is required to work overtime, is called out, or is required to report to work as reporting pay, and they remain past 11:00 p.m., they shall not be required to report to work until 9:00 a.m. the following morning. For this time employees will be granted lieu time with no notice required.
- 22.07 Where an employee is required to work **two** (2) or more hours of overtime immediately following his regularly scheduled hours of duty, and, because of the operational requirements of the service, the employee is not permitted to leave his place of work, the Employer will either provide the employee with a meal or meal allowance equal to the amount of the Dinner in accordance with the Duty Travel Article (Article 42).
- 22.08 The provisions under Article 22 do not apply to Article 29.**

## **ARTICLE 23 - PAY**

- 23.01 Employees are entitled to be paid for services rendered for the classification and position to which they are appointed at the pay rates specified in the Annex **A** attached.
- 23.02 (a) Full-time employees shall be paid on the **15<sup>th</sup>** of each month and the last banking day of each month.
- (b) Where cheques are distributed to employees at their place of work, they shall be distributed individually or placed in sealed envelopes.
- (c) Full-time employees' pay for the first part of the month shall be approximately thirty-five percent (35%) of the monthly gross pay or up to one thousand dollars (\$1,000.00).
- 23.03 Employees who have earned overtime compensation shall have the time banked as lieu time. Any other extra allowances in addition to their regular pay should be remunerated in the pay period in which it was earned but in any event shall be receive no later than the following **month-end** pay day.

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

### ACTING PAY

- 23.04 (a) When an employee is required by the Employer to perform the duties of a higher **position** on an acting basis for at least one **(1) working day**, he/she shall be paid acting pay calculated from the date on which he commenced to act as if he/she had been appointed to that higher **position** for the period in which he/she acts.
- (b) When a day designated as a paid holiday occurs on a day when the employee would **otherwise** be performing duties on an acting basis, the holiday shall be considered as a day worked for purposes of acting pay.

### SALARY INCREASES

- 23.05 (a) The Employer agrees to pay the negotiated salary increases to every employee not later than the month following the month in which this Agreement is signed and not later than the month following the month in which any subsequent salary increases become effective.
- (b) The Employer agrees to pay all retroactive remuneration for salary increases, overtime, acting pay and allowances not later than two months following the month in which the Agreement is signed.
- (c) Retroactive pay shall be issued on a separate cheque. In the event that retroactive pay is not issued in the time allotted in subclause (b) above, interest at prime rates will also be paid.
- 23.06 When an employee is appointed to a new position he shall be paid:
- (a) if the appointment constitutes a promotion, an increase in salary within the pay range of the position to which he is appointed;
- (b) if the appointment constitutes a transfer, he shall receive a rate of pay within the range of the position to which he is transferred, which is nearest to, but not less than his former rate of pay;
- (c) if the appointment constitutes a demotion, he shall receive a rate of pay within the range of the position to which he is demoted, which is nearest to his former rate of pay;
- (d) if the appointment is an initial appointment to a position with the Employer, the new employee shall be paid a rate of pay within the range of the position, which is commensurate with the employee's qualifications and experience in the position as determined by the Employer.
- 23.07 (a) Notwithstanding the provisions of Clause 23.01 when a position is converted or, where as a result of audit or review, a converted position is found to be over-classified and the maximum salary payable in the new range is less than the

maximum salary of the incumbent of that position, he shall be paid as the present incumbent of that position in a holding range which will permit him to be paid at a salary which is nearest to and not less than his present maximum salary.

- (b) Where an employee accepts a transfer or training that would put him in a position nearer to the position before it was reclassified, he shall continue to be paid in the holding range.
- (c) For the purposes of this Article, a present incumbent is an employee who, subject to the above provisions, continues to receive the annual and negotiated increases for the range of the position before it was reclassified downwards.

#### PAY RECOVERY

- 23.08
- (a) Where an employee, through no fault of his own, has been overpaid, the Employer will, before recovery action is implemented, advise the employee in writing of the amount overpaid and the intention of the Employer to recover the overpayment. Prior to said recovery, the Employer and employee **shall** discuss and devise an acceptable recovery schedule.
  - (b) If more than one (1) year has passed since the undetected overpayment was made, then the Employer shall **be** limited to recovering fifty percent (50%) **of** the overpayment.
  - (c) If more than **two** (2) years have passed since the overpayment, there shall be no recovery of the overpayment.

### **ARTICLE 24 – REPORTING PAY**

- 24.01
- (a) If an employee reports to work on his regularly scheduled work day or shift and there is insufficient or no work available he is entitled to four **(4)** hours' pay at the straight time rate.
  - (b) If an employee reports to work on his regularly scheduled shift and there is a change in his shift assignment, he shall **be** entitled to four **(4)** hours' work. When no work is available he is entitled to four **(4)** hours' pay at the straight time rate.
  - (c) If an employee is directed to report for work on a day of rest or on a designated paid holiday, and there is insufficient work available, he shall be entitled to four **(4)** hours of work at the appropriate overtime rate. When no work is available, he shall receive compensation for four **(4)** hours' pay at the appropriate overtime rate.

### **ARTICLE 25 - CALL-BACK PAY**

- 25.01
- (a) When an employee is recalled to a place of work for a specific duty, he shall be paid the greater of:

- (i) compensation at the appropriate overtime rate; or
  - (ii) compensation equivalent to four **(4)** hours' pay at the straight-time rate.
- (b) Compensation for call-back shall be made in lieu time.
- 25.02 (a) Except in the case of an emergency employees shall not be required to return to work on a call-back. When employees do return to work on a call-back, payment under this Article shall be made whether or not work is actually available and performed.
- (b) Subject to (a) above no employee shall be disciplined for being unable to return to work on a **call-back**.

## **ARTICLE 26 - STANDBY**

- 26.01 An employee is designated as "on-call" when assigned with the responsibility of performing the following duties:
- (a) maintain an open means of communication with the treatment centre through the availability of a phone or pager;
  - (b) be available for consultation by personnel working at the treatment centre;
  - (c) should the need arise, to assume duties in the event of operational requirements;
  - (d) maintain a record/log of calls and communication with the treatment centre while on-call.
- 26.02 Employees "on-call" shall be remunerated **two hundred and fifty dollars (\$250.00)** for each seven (7) day rotation this duty is performed. Shorter on-call assignments shall be remunerated on a pro-rated basis.

## **ARTICLE 27 - PAY FOR TRAVEL ON BEHALF OF EMPLOYER**

- 27.01 (a) Where an employee is required to travel on behalf of the Employer, he shall be paid:
- (i) when the travel occurs on a regular work day, as though he were at work for all hours travelled;
  - (ii) when the travel occurs on a day of rest or designated paid holiday, at the applicable overtime rates for all hours travelled, with a minimum of four **(4)** hours pay at the straight-time rate and a maximum of eight **(8)** hours at the applicable overtime rate.
- (b) For the purpose of this Article, hours travelled includes a one **(1)** hour check-in

period at airports (or **two (2)** hours at an *International* airport), or **bus** depots, as well as a one (1) hour check-out period at each Overnight stopover and at the final destination. Hours travelled also include time spent waiting for connecting flights, **trains** or buses, but are exclusive of overnight stopovers.

- (c) Where an employee is absent from home on a designated paid holiday or day of rest and does not work, he shall receive cash payment at time and one-half (~~1½X~~) his rate of pay or be granted lieu time.
- (d) Travel/escort opportunities shall be offered to full-time permanent staff first on an equitable basis, based on operational requirements.

## **ARTICLE 28 - VACANCIES, JOB POSTING, PROMOTIONS, AND TRANSFERS**

28.01 Every vacancy for positions expected to be of more than six (6) months' duration and every newly-created position shall be posted on the Union notice board. The job posting shall state the job classification, rate of pay, shift, and required qualifications of the job, An employee who wishes to apply for a position **so** posted shall do **so** on or before the closing date as advertised on the posting.

## **ARTICLE 29 – CAMPING, FIELD AND DAY TRIPS**

29.01 Camping is a mandatory culturally relevant component of a northern treatment program and as such is expected to be attended by all staff whose duties are in the direct care of children/youth in treatment at the Trailcross Treatment Centre. Remuneration for camping trips shall take place at the following rates:

- (a) for each **twenty-four (24) hour period** of camping, an employee is entitled to sixteen (**16**) hours of paid time. Hours in excess of normal work hours are to be banked as lieu time, to be taken as days **off** at a time agreed to by the employee and the Employer. **Where an employee works more than thirteen and one-third consecutive hours (13 1/3) while on a Camping, Field or Day Trip, they shall be paid in accordance with this Article.**
- (b) employees on a camp trip with residents are to consider themselves “on duty” at all times; the primary concern being the safety and well-being of the children/youth and their fellow staff.

## **ARTICLE 30 - CREDIT FOR PREVIOUS EXPERIENCE**

30.01 Wage rates for new and rehired employees shall be established as follows, if applicable:

- (a) Employees who have previously been employed with the Employer shall receive one hundred percent (100%) credit for previous experience.



- (b) For an employee who has gained related experience elsewhere, their related experience shall be taken into consideration by the Employer when determining their starting increment level.

### **ARTICLE 31 - STATEMENT OF DUTIES**

- 31.01 When an employee is first hired or when an employee is reassigned to another position in the bargaining unit, the Employer shall, before the employee is assigned to that position, provide the employee with a current and accurate written statement of duties of the position to which he or she is assigned.
- 31.02 Upon written request, an employee shall be given a complete and current statement of duties and responsibilities of his or her position.

### **ARTICLE 32 – REVISED CLASSIFICATION**

- 32.01 During the term of this Agreement, if a revised position is implemented by the Employer, the Employer shall before applying the revised position, negotiate with the Union the rates of pay and the rules affecting the pay of employees for the position/s affected. If the parties fail to reach agreement within sixty (60) days from the date on which the Employer submits the revised standard to the Union, the Employer may withdraw the proposed position and may re-submit their proposal or the Employer may apply the new rates of pay and the Union may refer the matter to arbitration. The arbitrator's decision will be retroactive to the date of application of the new rates.
- 32.02 Where an employee believes that he has been improperly classified with respect to his position or category, group and level, he shall discuss his classification with his immediate supervisor and, on request, be provided with a copy of his statement of duties before he files a grievance.
- 32.03 Third party funded projects of a temporary/time-limited nature are not subject to the provisions of this Article. The Employer will not notify the Union in the event of such funding being available.

### **ARTICLE 33 - EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES**

- 33.01 (a) When a formal review of an employee's performance is made, the employee concerned shall be given the opportunity to discuss and then sign the review form in question to indicate that its contents have been read and understood. The employee shall also be given the opportunity to provide written comments to be attached to his performance appraisal and may use the grievance procedure in Article 38 to correct any factual inaccuracies in his performance appraisal.
- (b) The formal review of an employee's performance shall also incorporate an

opportunity for the employee to state his career development goals and request any training, in-service training, re-training, or any facets of career development which may be available.

- 33.02 The Employer agrees not to introduce as evidence in the case of promotional opportunities or disciplinary action any document from the file of an employee, the existence of which the employee was not made aware, by the provision of a copy thereof at the time of filing or within fifteen (15) working days thereafter.
- 33.03 Any document or written statement related to disciplinary action which has been placed on the Personnel file of an employee will not be used for disciplinary purposes after a duration of two (2) years has elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period. The exceptions in this case refer to breaches in policy and procedure which relate to the safety and well-being of children in care, or any criminal activities.
- 33.04 Upon written request of an employee, the Personnel file of that employee shall be made available for his examination at reasonable times in the presence of an authorized representative of the Employer.
- 33.05 (a) The Employer's representative who assesses an employee's performance must have supervised the employee's performance for at least one-half of the period for which the employee's performance is evaluated and/or have input from another person who has observed the employee.
- (b) The Employer agrees that there will be only one "official" file kept for each employee, however, a duplicate file will exist at the worksite for operational needs.
- (c) The Employer agrees that communications between an employee and his representative are privileged and confidential. The Employer shall not ask questions of the representatives which answers to those questions may be damaging to the employee(s), nor shall any evidence produced by the representative be used against the employee(s), notwithstanding standards established by the GNWT legislation and regulations thereunder. In accordance with the foregoing, a representative shall not be forced to testify against an employee.

## **ARTICLE 34 - TERM POSITIONS**

- 34.01 No term position shall have a stated term of more than one (1) year.
- 34.02 No term position shall be extended from its originally stated term without the consent of the Union.
- 34.03 The employment of the incumbent of a term position must continue to the end of the term, except in the case of a termination for the reasons of discipline or lack of funding.

- 34.04 Subject to 34.01, should the Employer wish a term position to extend beyond its term, that position must become a regular position which must **be** offered to the incumbent of the term position, and his or her seniority date shall be the initial date of hire into the term position.
- 34.05 An employee in a term position is not entitled to **severance** pay at the end of the term.

### **ARTICLE 35 – RELIEF WORKERS**

- 35.01 The Employer and the Union agree that relief workers, also known as casual workers, shall be considered as part of the Bargaining Unit.
- 35.02 Relief workers shall receive, in addition to their pay, only benefits as governed by the Labour Standards Act.
- 35.03 Relief workers are entitled to all provisions of the Collective Agreement unless otherwise specified. **The provsions of Article 29 apply to relief workers.**

### **ARTICLE 36 - LAY-OFF AND JOB SECURITY**

- 36.01 There shall be no lay-off of any employee during the life of this Collective Agreement except for lay-off resulting from lack of work or lack of funding.

### **ARTICLE 37 - SEVERANCE PAY**

#### LAY OFF

- 37.01 (a) An employee who has between ninety (90) days of continuous employment and up to three (3) years of continuous employment and who is laid off is entitled to be paid Severance Pay at the time of lay-off in the amount of two (2) weeks of pay. For each year of continuous employment following three (3) years the employee shall receive an additional week's pay up to the maximum of a total of eight (8) weeks of pay.
- (b) Payment shall be prorated in respect of any period of continuous employment which is less than a complete year.

### **ARTICLE 38 - ADJUSTMENT OF DISPUTES**

- 38.01 (a) The Employer and the Union recognize that grievances may arise in each of the following circumstances:
- (i) by the interpretation or application of:
- (a) a provision of an Act or regulation, or a direction or other

instrument made or issued by the Employer dealing with terms or conditions of employment; or

- (b) a provision of this Collective Agreement or Arbitral Award; and
  - (ii) disciplinary action resulting in demotion, suspension, or a financial penalty;
  - (iii) dismissal; and
  - (iv) letters of discipline placed on Personnel file.
- (b) The procedure for the final resolution of grievances is arbitration, except item 38.01 (a)(iv) above, which the final level shall be the second level.
- 38.02 If he **so** desires, an employee may be assisted and represented by the Union when presenting a grievance at any level.
- 38.03 **An** employee who wishes to present a grievance at any prescribed level in the grievance procedure, shall transmit this grievance to the Program Manager who shall forthwith:
- (a) forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate level; and
  - (b) provide the employee with a receipt stating the date on which the grievance was received by him.
- 38.04 **A** grievance of an employee shall not be deemed to be invalid by reason only of the fact that it is not in accordance with the form supplied by the Employer.
- 38.05 Except as **otherwise** provided in this Agreement, a grievance shall be processed by recourse to the following steps:
- (a) First Level (Program Manager);
  - (b) Second Level (Executive Director or designate);
  - (c) Final Level (Arbitration).
- 38.06 The Employer shall inform each employee of the name and address of the Program Manager and Regional Manager or Executive Director to whom a grievance is to **be** presented by posting notices in places where such notices are most likely to come to the attention of the employees to whom the grievance procedure applies or otherwise **as** determined between the Employer and the Union.
- 38.07 The Union shall have the right to consult with the Employer with respect to a grievance at each or any level of the grievance procedure.
- 38.08 The Union will consult with the Employer in respect to a grievance. Consultation includes a disclosure of the nature, pertinent facts and details or particulars of the grievance. These consultations will be held on a non-prejudicial basis. Consultations will be held in

an attempt to resolve grievances. Should a grievance not be resolved in consultation, either party may continue with the process as per Article **38.19**.

- 38.09** An employee may present a grievance to the first level of the procedure in the manner prescribed in Clause **38.03** not later than twenty-five (**25**) calendar days after the date on which he is notified orally or in writing or on which he first becomes aware of the action or circumstances giving rise to the grievance.
- 38.10** The Employer shall reply in writing to an employee's grievance within fourteen (**14**) calendar days at Level 1 and within thirty (30) calendar days at Level 2.
- 38.11** An employee or the Union may present a grievance at each succeeding level in the grievance procedure beyond the first level:
- (a) where the decision or settlement is not satisfactory to the grievor, within fourteen (**14**) calendar days after that decision or settlement has been conveyed in writing to him by the Employer; or
  - (b) where the Employer has not conveyed a decision to the grievor within the time prescribed in Article **38.09** within fourteen (**14**) calendar days after the day the reply was due.
- 38.12** Where an employee has been represented by the Union in the presentation of his grievance, the Employer will provide the appropriate representative of the Union with a copy of the Employer's decision at each level of the grievance procedure at the same time that the Employer's decision is conveyed to the employee.
- 38.13** No employee shall be dismissed without first being given notice in writing together with the reasons therefore. When the Employer dismisses an employee, the grievance procedures shall apply except that the grievance may be presented at the Second Level.
- 38.14** The Union shall have the right to initiate and present a grievance on any matter to any level of management specified in the grievance procedure. The Employer shall have the right to initiate a grievance and present it to the Union Representative. This shall be deemed to have fulfilled the Level 2 requirements. Onus placed upon the Employer throughout this Section shall be placed upon the Union in this instance and the same time limits shall apply.
- 38.15** An employee shall have the right to present a grievance on matters relating to the application or interpretation of this Agreement provided he first obtains the authorization of the Union prior to presenting such grievance.
- 38.16** An employee may, by written notice to the Program Manager, withdraw a grievance provided that, where the grievance is one arising out of the application or interpretation of this Agreement his withdrawal has the approval, in writing, of the Union.
- 38.17** The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the employee, and where appropriate, the Union Representative.
- 38.18** No proceedings under this Article are invalid by reason of any defect of form or any

technical irregularity.

- 38.19 Should the grievance not be resolved following Level 2 either party may, by written notice to the other party, refer the matter to arbitration.

### ARBITRATION

- 38.20 (a) The parties agree that any arbitration arising out of this Agreement shall be made by a single arbitrator to be mutually agreed upon by the parties.
- (b) If mutual agreement is not reached by the parties to choose a single arbitrator within thirty (30) calendar days from the date that either party receives notification of a wish to proceed to arbitration, then the Canada Labour Relations Board shall be asked to appoint said arbitrator. This appointment shall be accepted by both parties.
- 38.21 (a) The arbitrator has all of the powers granted to arbitrators under the Canada Labour Code, Part I, in addition to any powers which are contained in this Agreement.
- (b) The arbitrator shall hear and determine the difference or allegation and shall issue a written decision and the decision is final and binding upon the parties and upon any employee affected by it.
- (c) The award of the arbitrator shall be signed by him and copies thereof shall be transmitted to the parties to the dispute within three (3) months of the hearing.
- 38.22 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 provision of this Agreement, or to increase or decrease wages.
- 38.23 The Employer and the Union shall each pay one-half (1/2) of the remuneration and expenses of the arbitrator and each party shall bear its own expenses of every such arbitration.
- 38.24 Where a party has failed to comply with any of the terms of the decision of the arbitrator, either party or employee affected by the decision may, after the expiration of thirty (30) calendar days from the date of the receipt of the decision or the date provided in the decision for compliance, whichever is later, make an application to the Supreme Court of the Northwest Territories to enforce the terms of the decision. Except in the case of a question of law there will be no review of the reasons for the decision.
- 38.25 In addition to the powers granted to arbitrators under the Provision of the Canada Labour Code, Part I, the arbitrator may determine that the employee has been dismissed for other than proper cause and he may
- (a) direct the Employer to reinstate the employee and pay to the employee a sum equal to his wages lost by reason of his dismissal, or such less sum as in the opinion of the arbitrator is fair and reasonable; or
- (b) make such order as he considers fair and reasonable having regard to the terms

of this Agreement.

## **ARTICLE 39 - SAFETY AND HEALTH**

**39.01** All standards established under the Safety Act and Regulations thereunder shall constitute minimum acceptable practice. The Employer shall continue to make all reasonable provisions for the occupational safety and health of employees. Such reasonable provisions shall include the provision of personal protection devices, such as alarms or other items which could enhance the safety of employees who are routinely required to work in potentially dangerous situations, where immediate help is not always available. The Employer will entertain suggestions on the subject from the Union and the Employer and the Union undertake to consult with a view to adopting and expeditiously carrying out reasonable procedures and techniques designed or intended to prevent or reduce the risk of employment injury.

**39.02 (a)** The Employer and the Union agree to establish Health and Safety Committees. **A** Committee shall be established for each workplace where the Employer and the Union agree such a Committee is appropriate.

Each Committee shall consist of at least two (2) persons, one of whom is an employee or, where the Committee consists of more than two (2) persons, at least half of whom are employees who:

- (i) do not exercise managerial functions; and
- (ii) have been selected by the Union.

**(b)** The following provisions will apply to the Health and Safety Committees:

**(i)** Powers of Committee

**A** Safety and Health Committee:

- (a)** shall receive, consider and expeditiously dispose of complaints relating to the safety and health of the employees represented by the Committee;
- (b)** shall maintain records pertaining to the disposition of complaints relating to the safety and health of the employees represented by the Committee;
- (c)** shall co-operate with any occupational health service established to serve the workplace;
- (d)** may establish and promote safety and health programs for the education of the employees represented by the Committee;
- (e)** shall participate in all inquiries and investigations pertaining to occupational safety and health including such consultations as

may be necessary with persons who are professionally or technically qualified to advise the Committee on such matters;

- (f) may develop, establish and maintain programs, measures and procedures for the protection or improvement of the safety and health of employees;
- (g) shall monitor on a regular basis programs, measures and procedures related to the safety and health of employees;
- (h) shall ensure that adequate records are kept on work accidents, injuries and health hazards and shall monitor data relating to such accidents, injuries and hazards on a regular basis;
- (i) shall co-operate with Safety Officers appointed pursuant to the Safety Act;
- (j) may request from an Employer such information as the Committee considers necessary to identify existing or potential hazards with respect to materials, processes or equipment in the workplace; and
- (k) shall have full access to all Government and Employer reports relating to the safety and health of the employees represented by the Committee but shall not have access to the medical records of any person except with the consent of that person.

(ii) Records

A Safety and Health Committee shall keep accurate records of all matters that come before it pursuant to subsection (b)(i) and shall keep minutes of its meetings and shall make such minutes and records available to a Safety Officer on his/her request.

(iii) Meetings of Committee

A Safety and Health Committee shall meet during regular working hours at least once each month and, where meetings are required on an urgent basis as a result of an emergency or other special circumstance, the Committee shall meet as required whether or not during regular working hours.

(iv) Payment of Wages

A member of a Safety and Health Committee is entitled to such time from his/her work as is necessary to attend meetings or to carry out any other functions as a member of the Committee, and any time spent by the Safety and Health representative while carrying out his/her functions as a Health and Safety representative of the Committee shall, for the purpose of calculating wages owing to him/her, be deemed to have been spent at his/her work.



(v) Limitation of Liability

No member of a Safety and Health Committee is personally liable for anything done or omitted to be done by him/her in good faith under the purported authority of this section or any regulations made under this section.

(vi) The Employer shall post and keep posted the names and work locations of all the members of the Safety and Health Committee established for the workplace controlled by him/her in a conspicuous place or places where they are likely to come to the attention of his/her employees.

(c) The Employer and the Union shall, by mutual agreement, appoint Safety and Health representatives where the Employer and the Union agree such appointments are appropriate.

(d) The following provisions will apply to the Safety and Health representatives:

(i) Powers of Representative

A Safety and Health representative:

(a) shall receive, consider and expeditiously dispose of complaints relating to the safety and health of the employees represented by the representative;

(b) shall participate in all inquiries and investigations pertaining to occupational safety and health including such consultations as may be necessary with persons who are professionally or technically qualified to advise the representative on such matters;

(c) shall monitor on a regular basis, programs, measures and procedures related to the safety and health of employees;

(d) shall ensure that adequate records are kept on work accidents, injuries and health hazards and shall monitor data relating to such accidents, injuries and hazards on a regular basis;

(e) may request from the Employer such information as the representative considers necessary to identify existing or potential hazards with respect to materials, processes or equipment in the workplace; and

(f) shall have full access to all Government and Employer reports relating to safety and health of the employees represented by the representative but shall not have access to the medical records of any person except with the consent of that person.

(ii) Payment of Wages

A Safety and Health representative is entitled to such time from his/her work as is necessary to attend meetings or to carry out any other function as a Safety and Health representative of the Committee and any time spent by the Safety and Health representative while carrying out his/her functions as a Health and Safety representative of the Committee shall, for the purpose of calculating wages owing to him/her, be deemed to have been spent at his/her work.

(iii) Limitation of Liability

No Safety and Health representative is personally liable for anything done or omitted to be done by him/her in good faith under the purported authority of this section.

**39.03** In matters of Safety and Health, the Health and Safety Committee will follow the following provisions:

RIGHT TO REFUSE DANGEROUS WORK

- (a) An employee shall have the right to refuse to work in dangerous situations.
  - (i) An employee may refuse to do any particular act or series of acts at work which he has reasonable grounds to believe are dangerous to his health or safety or the health or safety of any other person at the place of employment until sufficient steps have been taken to satisfy him otherwise, or until the NWT Safety Officer or his designated representative has investigated the matter and advised him otherwise.
  - (ii) No **loss** of wages or **discriminatory** action shall be taken against any worker by reason of the fact that he exercised the right conferred upon him in subsection (a). No other employee shall be assigned to use or operate any machine, device, material or thing or perform any part of the work which is being investigated pending resolution of the situation.

FIRST AID

- (b)
  - (i) The Committee should ensure that employees can obtain the assistance of a first aid attendant easily and rapidly in all workplaces.
  - (ii) The Committee should provide first aid kits in all establishments, including third party premises, keep the said kits in good condition and make them accessible and available to employees at all times.
  - (iii) A list of all first aid attendants and the locations in which they may be found shall be posted in all establishments as determined by the Committee.

TRANSPORTATION OF INJURED WORKERS

- (c) The Employer shall provide, at no expense to the employee, appropriate transportation to the nearest physician or medical facility and from there to his

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

#### OCCUPATIONAL HEALTH EXAMINATIONS

- (d) (i) Where the Employer requires an employee to undergo an occupational health examination by a qualified practitioner, chosen by the employee, the examination will be conducted at no expense to the employee.
  - (ii) An employee shall be granted leave with pay to attend the examination and the Employer shall assume the cost of any travel expenses.
  - (iii) All occupational health information, forms and records transmitted or used in connection with these occupational health examinations will be conveyed to the employee involved and maintained in a medical confidential status and retained within the medical community.
- (e) The work environment will be monitored and where a problem is perceived by the Committee it shall be investigated and remedied as appropriate.

#### PROTECTIVE CLOTHING AND EQUIPMENT

- (9) The Employer shall provide and pay for all protective devices, clothing and other equipment necessary to properly protect employees from injury and unhealthy conditions. The Employer shall make provisions for the proper cleaning maintenance of all safety equipment, devices and clothing at no cost to the employees.

#### THE RIGHT TO KNOW

##### HAZARD IDENTIFICATION

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

##### INFORMATION AND INVESTIGATIONS CONCERNING HEALTH HAZARDS AND WORK INJURIES

- (b) (i) The Committee shall conduct such investigations as may be necessary to determine the circumstances surrounding work injuries and health hazards arising. Such investigations shall be conducted in the presence of Committee members.

Reports of these investigations shall be submitted to the Committee as well as to the Union representative and the Employer, who may request

further information from the **person(s)** who conducted the investigation.

- (ii) **If** the Employer receives a copy of the report of injury it shall be passed on to the Union.

#### **PROVISION OF LEGISLATION OR EMPLOYER'S POLICIES**

- (c) The Employer shall make available to employees an updated copy of applicable health and safety Legislation and Regulations and Employer's Policies and Standards such as:
  - (i) Handbook of Occupational Health and Safety (Treasury Board of Canada); or
  - (ii) Part **IV** Canada Labour Code and Regulations; or
  - (iii) Territorial Acts; or
  - (iv) Provincial Legislation.

#### **ARTICLE 40 - TECHNOLOGICAL CHANGE**

- 40.01 (a) Both parties recognize the overall advantages of technological change. Both parties will therefore encourage and promote technological change and improvements.
- (b) With this in view and recognizing the extensive lead time required for the selection, provision and installation of sophisticated equipment, the Employer agrees to provide at least **six (6)** months' notice to the Union of any major technological change in equipment, which would result in changes in the employment status or in this Agreement.
- (c) Where the Employer has notified the Union that it intends to introduce technological change, the parties undertake to meet within the next fifteen (15) days and to hold constructive and meaningful consultations in an effort to reach agreement on solutions and administrative procedures to deal with problems arising from the change.
- (d) The Employer shall make every reasonable effort to continue employment of employees who would **otherwise** become redundant because of technological change.
- (e) In cases where employees may require retraining, the Employer will make every reasonable effort to offer training courses.

#### **ARTICLE 41 – SUSPENSION AND DISCIPLINE**

- 41.01 When an employee is to be disciplined, the Employer shall notify the employee at a

meeting. Prior to the meeting, the Employer must advise the employee of the meeting and his right to have a Shop Steward or other employee of the employee's choice in attendance at least one day in advance of said meeting. The reasons for the discipline shall be provided to the employee in sufficient detail that the employee may defend himself against it.

## **ARTICLE 42 – DUTY TRAVEL**

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

## **ARTICLE 43 – BENEFITS PLAN**

- 43.01 The Employer agrees to provide to eligible permanent and term employees a benefit plan that is at minimum equivalent to the current plan. The Union recognizes that the Employer may have to change providers/plans from time to time but shall not do so without consultation with the Union. The Employer agrees that every reasonable effort will be made to maintain Benefits to employees at the same level they currently are provided for.
- 43.02 The Employer agrees to provide to eligible term and permanent employees a Group RRSP with Employer and employee contributions equal to three percent (3%) of base salary each.
- 43.03 All issues concerning the benefit plans, including issues concerning eligibility or entitlement to benefits shall be determined by the benefit plan providers.

## **ARTICLE 44 – JOINT UNION MANAGEMENT COMMITTEE**

- 44.01 The parties agree to establish a Union/Management Committee composed of two (2) representatives of the Union and two (2) representatives of the Employer. The representatives for the Union shall be the Union of Northern Workers Service Officer responsible for the Bosco Homes Bargaining Unit and one member of the Bargaining Unit selected by the Union. Management shall have two (2) representatives appointed by the Employer who are excluded from the Bargaining Unit.
- 44.02 The Committee shall meet at the call of either party at a mutually agreeable time and place or at a minimum every six (6) months, Employees shall be granted leave without **loss** of pay or receive regular straight-time wages for time spent attending meetings of the Committee.
- 44.03 An Employer representative and a Union representative shall alternate in presiding over the meetings.
- 44.04 The Committee shall not have jurisdiction over any matter of collective bargaining including the administration of this Agreement. The Committee shall not have the power to bind either the Union, its members or the Employer to any decisions reached in its

discussions.

- 44.05 The Committee shall have the power to make recommendations to the parties on the following:
- (a) reviewing matters, other than grievances, relating to the maintenance of good relations between the parties;
  - (b) correcting conditions causing misunderstandings;
  - (c) dealing with matters referred to it in this Agreement.
- 44.06 Minutes of the Committee meetings shall be transcribed by the Employer and distributed to Committee members. The minutes shall be posted on the Union bulletin board.

#### **ARTICLE 45 – REOPENER OF AGREEMENT AND MUTUAL DISCUSSIONS**

- 45.01 The Employer and the Union acknowledge the mutual benefits to be derived from dialogue between the parties and are prepared to discuss matters of common interest.
- 45.02 This Agreement may be amended by mutual consent.

#### **ARTICLE 46 – DURATION AND RENEWAL**


- 46.01 The term of this Agreement shall be from **April 1, 2006 to March 31, 2008**.
- 46.02 Notwithstanding the preceding, the provisions of this Agreement, including the provisions for the adjustments of disputes in Article 38, shall remain in effect during the negotiations for its renewal and until a new Agreement becomes effective.
- 46.03 Within three (3) months preceding the termination of this Agreement, either party may, by written notice, require the other party to commence bargaining collectively with a view to the conclusion, renewal or revision of the Collective Agreement.
- 46.04 Where notice to commence collective bargaining has been given under Clause 47.03, the Employer shall not without consent by or on behalf of the employees affected, increase or decrease salaries or alter any other term or condition of employment of employees in the Bargaining Unit which was in force on the day on which the notice was given until a renewal or revision of the Agreement, or a new Collective Agreement has been concluded, or an arbitral award has been handed down in accordance with subsection b, chapter L-2, section 50 of the Canada Labour Code, Part I.

SIGNED at Yellowknife, NT, this \_\_\_\_\_ day of \_\_\_\_\_, 2007

BOSCO HOMES – TRAILCROSS  
TREATMENT CENTRE

PUBLIC SERVICE ALLIANCE OF  
CANADA

  
\_\_\_\_\_  
Gus Prozycki  
Executive Director

  
\_\_\_\_\_  
Jean-François Des Lauriers  
Regional Executive Vice-president  
PSAC North

\_\_\_\_\_  
Alan Bowerman  
NWT Program Director

\_\_\_\_\_  
Todd Parsons  
President, Union of Northern Workers

\_\_\_\_\_  
Keith Dowling  
Program Manager

\_\_\_\_\_  
Mary Bishop  
Member

\_\_\_\_\_  
Pamela Gallant  
Member

\_\_\_\_\_  
Lacey Abbott  
Member

\_\_\_\_\_  
Marilee McCallum  
Regional Representative

## **APPLICATION OF APPENDIX A, B, C AND PAYGRIDS**

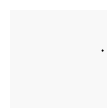
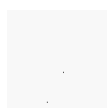
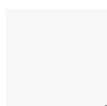
1. An employee shall move up one (1) increment annually as per Appendix C until they reach the top pay level.
2. Where an employee's salary exceeds the current pay levels provided for in this pay schedule, the employee shall continue to receive that annual rate of pay for the duration of their employment or until the pay schedule meets or exceeds their current rate of pay.
3. The provisions of this Collective Agreement shall only be extended to members of the Bargaining Unit who work for Bosco Homes – Trailcross Treatment Centre.



## APPENDIX A

### Position List

Team Leader  
Administrative Assistant  
House Parent



## **APPENDIX B**

### **Position List**

Child Worker – Days/Evenings  
Child Worker – Nights  
Child Worker – Relief  
**Senior CCW – Days/Evenings**

## APPENDIX C

### Performance Increments

1. An employee employed in a position that has a minimum and maximum rate of pay may be granted increases in pay until he reaches the maximum for the position. Such pay increases are dependent on satisfactory performance of the duties of the position by the employee.
2. For the purposes of such pay increases the performance of the employee shall be reviewed annually.
3. Pay increments that are awarded shall be granted effective April 1<sup>st</sup> of each year.
4. Employees **shall** be notified in writing of the granting or denial of their increment, including the rationale prior to April 1, of each year.

## ANNEX A – PAYGRIDS

<b>April 1, 2006</b> Child Youth Care Worker I	<b>LEVEL 1</b> 42,256.00	<b>LEVEL 2</b> 43,857.00	<b>LEVEL 3</b> 45,453.00	<b>LEVEL 4</b> 47,169.00	<b>LEVEL 5</b> 48,885.00
<u>Senior Child Care Worker</u>	<u>LEVEL 1</u> 45,352.00	<u>LEVEL 2</u> 46,953.00	<u>LEVEL 3</u> 48,549.00	<u>LEVEL 4</u> 50,265.00	<u>LEVEL 5</u> 51,981.00
<b>April 1, 2006</b> Child Youth Care Worker II Nights	<b>LEVEL 1</b> 36,539.00	<b>LEVEL 2</b> 37,877.00	<b>LEVEL 3</b> 39,269.00	<b>LEVEL 4</b> 40,985.00	<b>LEVEL 5</b> 42,700.00
<u>Child Youth Care Worker II Nights - .5 FTE</u>	<u>LEVEL 1</u> 18,269.00	<u>LEVEL 2</u> 18,938.00	<u>LEVEL 3</u> 19,635.00	<u>LEVEL 4</u> 20,492.00	<u>LEVEL 5</u> 21,350.00
<b>April 1, 2006</b> Child Youth Care Worker Relief/ Casual	19.28/ HR	After 500 hours of <b>work</b> to be increased to \$20.31 hourly			
<b>April 1, 2006</b> Team Leader	<b>LEVEL 1</b> 48,883.00	<b>LEVEL 2</b> 50,715.00	<b>LEVEL 3</b> 52,619.00	<b>LEVEL 4</b> 54,599.00	<b>LEVEL 5</b> 56,581.00
<b>April 1, 2006</b> House Parent	<b>LEVEL 1</b> 37,096.00	<b>LEVEL 2</b> 38,456.00	<b>LEVEL 3</b> 39,872.00	<b>LEVEL 4</b> 42,036.00	<b>LEVEL 5</b> 44,201.00
<b>April 1, 2006</b> Secretary Receptionist	<b>LEVEL 1</b> 37,209.00	<b>LEVEL 2</b> 38,573.00	<b>LEVEL 3</b> 39,993.00	<b>LEVEL 4</b> 41,469.00	<b>LEVEL 5</b> 42,945.00

## ANNEX A – PAYGRIDS

<b>April 1, 2007</b> Child Youth Care Worker I	<b>LEVEL 1</b> 43,608.00	<b>LEVEL 2</b> 45,260.00	<b>LEVEL 3</b> 46,908.00	<b>LEVEL 4</b> 48,678.00	<b>LEVEL 5</b> 50,449.00
<u>Senior Child Care Worker</u>	<u>LEVEL 1</u> 46,804.00	<u>LEVEL 2</u> 48,455.00	<u>LEVEL 3</u> 50,103.00	<u>LEVEL 4</u> 51,873.00	<u>LEVEL 5</u> 53,644.00
<b>April 1, 2007</b> Child Youth Care Worker II Nights	<b>LEVEL 1</b> 37,708.00	<b>LEVEL 2</b> 39,090.00	<b>LEVEL 3</b> 40,525.00	<b>LEVEL 4</b> 42,296.00	<b>LEVEL 5</b> 44,066.00
<u>Child Youth Care Worker II Nights - .5 FTE</u>	<u>LEVEL 1</u> 18,854.00	<u>LEVEL 2</u> 19,544.00	<u>LEVEL 3</u> 20,263.00	<u>LEVEL 4</u> 21,148.00	<u>LEVEL 5</u> 22,033.00
<b>April 1, 2007</b> Child Youth Care Worker Relief/ Casual	19.89/ HR	After 500 hours of work to be increased to \$20.96 hourly			
<b>April 1, 2007</b> Team Leader	<b>LEVEL 1</b> 50,447.00	<b>LEVEL 2</b> 52,337.00	<b>LEVEL 3</b> 54,302.00	<b>LEVEL 4</b> 56,346.00	<b>LEVEL 5</b> 58,392.00
<b>April 1, 2007</b> House Parent	<b>LEVEL 1</b> 38,283.00	<b>LEVEL 2</b> 39,687.00	<b>LEVEL 3</b> 41,148.00	<b>LEVEL 4</b> 43,382.00	<b>LEVEL 5</b> 45,615.00
<b>April 1, 2007</b> Secretary Receptionist	<b>LEVEL 1</b> 38,399.00	<b>LEVEL 2</b> 39,807.00	<b>LEVEL 3</b> 41,273.00	<b>LEVEL 4</b> 42,796.00	<b>LEVEL 5</b> 44,319.00

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