

Collective Agreement

between

Sodexo Canada Limited
(at Stanton Territorial Hospital)

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and

Public Service Alliance of Canada
(as represented by its Component
the Union of Northern Workers)

Effective From: February 17, 2010
To: August 26, 2011

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

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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 occupational health and safety of the employees.
- 1.02 The parties to this Agreement share a desire to improve the quality, to promote the 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 the workplace in which members of the Bargaining Unit are employed.

Article 2

Interpretation and Definitions

- 2.01 For the purpose of this Agreement:
- (a) "Agreement" means this Collective Agreement;
 - (b) "Allowance" means compensation payable to an employee in addition to her regular remuneration payable for the performance of the duties of her position;
 - (c) "Bargaining Unit" means all employees of Sodexo Canada Ltd. working at the Stanton Hospital in Yellowknife, Northwest Territories, in its food services, housekeeping and laundry departments, excluding general manager, food services manager and housekeeping/laundry manager;
 - (d) "Casual employee" means an employee hired for specific work of a temporary nature not exceeding thirty (30) calendar days duration.
 - (e) "Continuous Employment" means uninterrupted employment with the Employer;
 - (f) "Day of Rest" in relation to an employee means a day other than a statutory holiday on which that employee is not ordinarily required to perform the duties of her position other than by reason of her being on leave of absence;
 - (g) "Demotion" means the appointment of an employee for reasons of misconduct, incompetence, or incapacity, to another position for which the rate of pay is less than that of her former position;

- (h) "Employee" means a member of the Bargaining Unit;
- (i) "Employer" means Sodexo Canada Limited;
- (j) "Full-time employee" means an employee whose normally scheduled hours of work each week on a continuing basis is the standard work week;
- (k) "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;
- (l) "Holiday" means the twenty-four **(24)** hour period commencing at **12:01** a.m. of a day designated as a General Holiday in this Agreement;
- (m) "Leave of Absence" means absence from duty with the Employer's permission;
- (n) "Membership Fees" means the fees established pursuant to the By-Laws of the Union as the fees payable by the members of the Bargaining Unit, and shall not include any initiation fee or insurance premium;
- (o) "Overtime" means **work** performed by an employee in excess of eight (8) hours per day and forty **(40)** hours per week, and work performed by an employee on her day of rest;
- (p) "Part-time employee" means an employee whose normally scheduled hours of work each week on a continuing basis is less than the standard work week for full-time employees;
- (q) "Promotion" means the appointment of an employee to a new position, the maximum rate of pay of which exceeds that of her former position;
- (r) "PSAC" means the Public Service Alliance of Canada;
- (s) "Representative" means a person who is authorized to represent the Union;
- (t) "Transfer" means the appointment of an employee to a new position, that does not constitute a promotion or demotion;
- (u) "Union" means the Public Service Alliance of Canada, as represented by its component the Union of Northern Workers.
- (v) "Week" for the purposes of this Agreement shall be deemed to commence at **12:01** a.m. on Saturday and end at midnight on the following Friday;

Interpretation Act

- 2.02 Except as otherwise provided in this Agreement, expressions used in this Agreement, if defined in the *Interpretation Act*, but not defined elsewhere in this Agreement have the same meaning as given to them in the *Interpretation Act*.

Number and Gender

- 2.03 Wherever the singular, plural, masculine, feminine or neuter is used throughout this Agreement the same shall be construed as meaning the singular, plural, masculine, feminine or neuter where the fact or context requires this and with regard to the provisions of this Agreement.

May, Shall and Will

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

Article 3
Recognition

- 3.01 The Employer recognizes the Public Service Alliance of Canada as the exclusive bargaining agent for all employees in the Bargaining Unit.

Article 4
Application

- 4.01 The provisions of this Agreement apply to the Union, 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.

Article 5
Future Legislation

- 5.01 In the event that any law passed by Parliament or the Northwest Territories Legislative Assembly renders null and void or alters any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement. When this occurs the 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. In the event the parties cannot agree, the matter may be referred to arbitration.

Conflict of Provisions

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

Article 6 **Strikes and Lockouts**

- 6.01 There shall be no lockout by the Employer and no strike by the employees during the life of this Agreement.
- 6.02 Failure of an employee to cross a legal picket line or to perform struck work shall not be considered grounds for disciplinary action or otherwise to be a violation of this Agreement.

Article 7 **Management Rights**

- 7.01 The Union recognizes that the Employer has the exclusive right to manage and operate its business and to direct its workforce, provided the Employer exercises its right in a manner which is fair, reasonable, without discrimination, in good faith and consistent with the terms of this Agreement.
- 7.02 Without restricting the generality of the foregoing, such rights shall include the right:
- (a) to maintain order, discipline and efficiency, and in connection therewith to make and enforce reasonable rules and regulations;
 - (b) to hire, transfer, promote, classify, discipline and discharge employees for just cause;
 - (c) to determine the services to be rendered, the methods, processes, means and materials by which work is to be performed, and quality and quantity standards.

Article 8

Human Rights

Freedom from Discrimination

- 8.01 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.

Equal Pay for Work of Equal Value

- 8.02 The Employer agrees to recognize the principle of equal pay for work of equal value regardless of the sex of the employee.

Freedom from Sexual Harassment

- 8.03 "Sexual harassment" means any conduct, comment, gesture or contact of a sexual nature
- (a) that is likely to cause offence or humiliation to any employee;
 - (b) that might, on reasonable grounds, be perceived by that employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.
- 8.04 Every employee **is** entitled to employment free of sexual harassment.
- 8.05 The Employer **will** make every reasonable effort to ensure that no employee is subjected to sexual harassment.
- 8.06 Complaints of sexual harassment may be brought to the attention of the Employer at any level of management appropriate to the circumstances. An employee may be assisted by the Union in making a complaint.
- 8.07 The Employer **will** not disclose the name of the complainant or the circumstances related to the complaint to any person except where necessary for the purposes of investigating the complaint, taking remedial measures in relation thereto, or as required by law.
- 8.08 The Employer shall issue a policy statement concerning sexual harassment which substantially conforms to the provisions of this Article. The Employer shall make each person under the Employer's direction aware of the policy statement concerning sexual harassment.

Freedom from Workplace Violence

- 8.09 "Workplace violence" means any incident in which an employee is abused, threatened or assaulted during the course of her employment, and includes but is not limited to all forms of harassment, bullying, intimidation and intrusive behaviours of a physical or emotional nature.
- 8.10 Every employee is entitled to employment free of workplace violence.
- 8.11 The Employer will make every reasonable effort to ensure that no employee is subjected to workplace violence.
- 8.12 No employee shall be required to perform work at any worksite under circumstances of workplace violence by third parties. The Employer shall take appropriate remedial measures in such situations.
- 8.13 Complaints of workplace violence may be brought to the attention of the Employer at any level of management appropriate to the circumstances. An employee may be assisted by the Union in making a complaint.
- 8.14 The Employer will not disclose the name of the complainant or the circumstances related to the complaint to any person except where necessary for the purposes of investigating the complaint, taking remedial measures in relation thereto, or as required by law.
- 8.15 The Employer shall issue a policy statement concerning workplace violence which substantially conforms to the provisions of this Article. The Employer shall make each person under the Employer's direction aware of the policy statement concerning workplace violence.

Religious Observance

- 8.16 The Employer shall accommodate an employee up to the point of undue hardship, who requests time off to fulfill her religious obligations.
- 8.17 An employee may substitute the General Holidays in Article 13.01 with a scheduled work day in order to fulfill her religious obligations.
- 8.18 An employee may, in accordance with the provisions of this Agreement, request annual leave, compensatory leave or leave without pay in order to fulfill her religious obligations.
- 8.19 Notwithstanding Articles 8.17 and 8.18, at the request of the employee and at the discretion of the Employer, time off without pay may be granted to the employee in order to fulfill her religious obligations. The employee shall be allowed to make-up the number of hours without pay granted under this clause at the straight-time rate within two (2) months at times agreed to by the Employer.

- 8.20 An employee who intends to substitute a General Holiday, request leave or time off under this Article must give:
- (a) in the case of reoccurring religious observances, at least one (1) month notice in writing to the Employer before the period of absence;
 - (b) in all other cases, reasonable notice in writing to the Employer before the period of absence.

Article 9 **Employer Directives**

- 9.01 The Employer shall, at least ten (10) calendar days prior to issuance, provide the Union with a copy of all personnel directives which are intended to clarify the interpretation or application of the Agreement. In the event that the Union disputes the content of the directive and the dispute cannot be settled, the matter may be referred to arbitration.

Article 10 **Union Security**

Union Shop

- 10.01 All present employees and all employees hired after the date of **this** Agreement shall become and remain members in good standing of the Union as a condition of employment.

Check Off

- 10.02 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.
- 10.03 The Union shall inform the Employer in writing of the authorized deduction to be checked off for each employee in the Bargaining Unit.
- 10.04 For the purpose of applying Article 10.02, deductions from pay for each employee will occur on a biweekly basis.
- 10.05 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.
- 10.06 The amounts deducted in accordance with Article 10.02 shall be remitted to the Comptroller of the PSAC 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 her behalf.

- 10.07 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.
- 10.08 The Employer agrees to identify annually on each employee's T4 slip, the total amount of Membership Fees deducted for the applicable year.

Article 11

Union Representation

Union Access to the Employer Premises

- 11.01 The Employer shall grant Union Representatives reasonable access the Employer's premises in order to carry out union business, and the Union will designate a servicing officer from the Union who will be the lead person charged with servicing the Bargaining Unit.

Appointment of Representatives

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

Bulletin Board Space

- 11.03 The Employer shall provide bulletin board space clearly identified for exclusive union use in the workplace at a mutually agreeable location.

Union Orientation

- 11.04 The Employer shall introduce new employees to the Union Representative within their first week of work and allow the employee to meet with the Representative for one (1) hour without loss of pay for the purpose of union orientation.

Time Off for Union Activities

- 11.05 The Employer shall grant leave with pay to employees participating as a party, a witness, or a Representative of the Union in respect to:
- (a) any proceeding before the Canada Industrial Relations Board;
 - (b) investigation of any complaints or grievances, except for an employee who is on suspension without pay. The employee shall seek the permission of the Employer before leaving her duties to investigate a complaint or grievance, and such permission shall not be unreasonably withheld.
 - (c) any proceeding under Article 32 – Grievance Procedure and Arbitration, except for an employee who is on suspension without pay;

(d) meetings with the Employer on behalf of the Union.

11.06 The Employer shall grant leave without pay to ~~two~~ (2) employees in respect to:

(a) conventions, conferences, and executive council meetings of the Union;

(b) union training;

(c) union activity outside of this Bargaining Unit.

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

An employee on leave under this clause shall continue to be paid by the Employer and the Employer shall be reimbursed by the Union for such employment costs.

Contract Negotiations

11.07 The Employer will grant leave without pay for three (3) employees to attend contract negotiations on behalf of the Union for the duration of such negotiations.

An employee on leave under this clause shall continue to be paid by the Employer and the Employer shall be reimbursed by the Union for such employment costs.

Preparatory Contract Negotiations Meetings

11.08 The Employer will grant leave without pay for three (3) employees to attend preparatory contract negotiations meetings.

An employee on leave under this clause shall continue to be paid by the Employer and the Employer shall be reimbursed by the Union for such employment costs.

Leave for Paid Elected Officers

11.09 An employee elected as a full-time paid officer of the executive of the Union of Northern Workers, the PSAC or the Northern Territories Federation of Labour shall, upon ~~thirty~~ (30) days notice, be granted leave of absence without pay for the term of office. During the leave of absence such employees shall maintain all benefits accumulated prior to commencement of the leave but shall not accumulate or be entitled to any benefits during the leave.

11.10 Such employees shall advise the Employer as soon as possible when an extension of their leave of absence is applicable due to re-election.

11.11 Upon termination of their leave of absence such employees shall be offered, at a minimum, the position they held with the Employer at the commencement of their leave.

- 11.12 Notwithstanding Article 11.11, the Employer may make an offer of employment to such an employee to a position inside the Bargaining Unit should they bid on a competition and be the successful candidate.

Article 12 **Information**

- 12.01 The Employer agrees to provide the Union monthly with information concerning the identification of each employee in the Bargaining Unit. This information shall include the name, address, job classification, date of hire and employment status 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.

- 12.02 The Employer shall notify the Union of all newly created classifications including its designation as to whether it is, in the view of the Employer, within or outside of the Bargaining Unit.

Publication of Agreement

- 12.03 The Employer and the Union shall share equally the costs of printing this Agreement. The Union will distribute copies of the Agreement to the employees and new employees when hired.

Article 13 **General Holidays**

- 13.01 The following days are statutory holidays for 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) The first Monday in August;
 - (h) Labour Day;

- (i) Thanksgiving Day;
- (j) Remembrance Day;
- (k) Christmas Day;

General Holiday Falling on a Day of Rest

- 13.02** When a General Holiday coincides with an employee's day of rest, the General Holiday shall be moved to the employee's first working day following her day of rest.
- 13.03** When a General Holiday for an employee is moved to another day under the provisions of Article **13.02**:
- (a) work performed by an employee on the day from which the General Holiday was moved shall be considered as work performed on a day of rest; and
 - (b) work performed by an employee on the day to which the General Holiday was moved shall be considered as work performed on a General Holiday.

General Holiday Compensation

- 13.04** An employee who is required to work on a General Holiday as part of her regularly scheduled hours of work or as overtime:
- (a) shall be paid the pay that she would have been granted had she not worked on the General Holiday or shall be given a holiday with pay at some other time convenient to her and the Employer within **thirty (30)** days, and
 - (b) shall be paid at one and one-half time rate (1.5 x) for all hours worked on the General Holidays.

General Holiday Rules

- 13.05** An employee who is not required to work on a General Holiday shall not be required to work on another day that would otherwise be a non-working day in the week in which the General Holiday occurs, unless she is paid double time rate (**2 x**) for all hours worked.
- 13.06** Where a General Holiday for an employee falls within a period of leave with pay, the General Holiday shall not count as a day of leave.
- 13.07** At the request of the employee, and where the operational requirements of the Employer permit, an employee shall not be required to work both Christmas Day and New Year's Day.

Article 14 **Hours of Work**

14.01 The regularly scheduled hours of work shall consist of a standard work week of five (5) consecutive workdays, and such workdays shall consist of shifts of eight (8) consecutive hours, inclusive of an one-half (½) hour unpaid meal period. These regularly scheduled hours of work are restricted as follows:

- (a) Housekeeping: scheduled 24-hours per day;
- (b) Kitchen: between the hours of 6:00 a.m. and 7:15 p.m.;
- (c) Laundry: between the hours of 7:30 a.m. and 3:30 p.m.

Shifts

14.02 The Employer shall determine the actual start and finishing hours for each employee's shifts. There shall be a minimum of eight (8) hours of rest from the time an employee completes one shift to the start of her next shift.

14.03 Shift schedules shall be posted at least fourteen (14) days in advance of the first day of the shift schedule.

14.04 There shall be no split shifts.

Rest Periods

14.05 An employee shall be entitled to a paid rest period of fifteen (15) minutes duration commencing on or about the mid-point of the first-half of her shift and a second paid rest period of fifteen (15) minutes duration commencing on or about the mid-point of the second-half of her shift.

Article 15 **Overtime**

15.01 In **this** Article:

- (a) "Overtime" means work performed by an employee in excess of eight (8) hours per day and forty (40) hours per week, and work performed by an employee on her day of rest;
- (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;
- (d) "Double time" means twice the straight time rate.

- 15.02 The Employer shall make every reasonable effort:
- (a) to allocate non-scheduled overtime work on an equitable basis among readily available qualified employees who are normally required in their regular duties to perform that work;
 - (b) to give employees who are required to work overtime reasonable advance notice of this requirement. Except in the case of an emergency, an employee may refuse to work overtime.
- 15.03 Overtime shall be compensated as follows:
- (a) at time and one-half (1½ x) for all hours except as provided in Article 15.03(b);
 - (b) at double time (2 x) for all hours of overtime worked after the first four (4) consecutive hours of overtime and double time (2 x) for all hours worked on the second or subsequent day of rest.

Article 16

Pay

- 16.01 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 Schedule A.
- 16.02 Employees shall be paid on a biweekly basis with pay days being every second Friday.
- 16.03 Employees who have earned overtime compensation or any other extra allowance in addition to their regular pay, should receive such remuneration in the pay period in which it was earned, but in any event shall receive such remuneration no later than the following pay period.
- 16.04 In the event an employee has been underpaid in a pay period and the employee brings the underpayment to the attention of the Employer, then the Employer shall resolve the matter:
- (a) if the underpayment is less than *six* (6) hours of pay then the correction will be made on the next pay period;
 - (b) if the underpayment is *six* (6) hours of pay or more then the Employer shall make the correction by providing a manual cheque within five (5) days.
- 16.05 Where paycheques, pay stubs, T4 information slips, and any other employee-specific pay and benefit items are distributed to employees at their place of work, they shall first have been placed in sealed envelopes. Pay stubs shall show the employee's name, the pay period being paid, the particulars of wages, overtime, allowances and benefits paid, the deductions taken from the pay, and the employee's net pay.

- 16.06 Upon receipt of a written request from the employee, the Employer shall deposit an employee's pay directly at a bank of the employee's choice and provide the employee with a statement of her earnings on the pay day.

Acting Pay

- 16.07 When an employee is required by the Employer to perform the duties of a higher classification on an acting basis, she shall be paid acting pay as if she had been appointed to that higher classification for the period in which she acts.

Salary Increases

- 16.08 The Employer agrees to pay the negotiated salary and other compensation increases to every employee not later than **thirty (30)** calendar days following the date that this Agreement is ratified and on the first pay day after any subsequent salary and other compensation increases become effective.
- 16.09 The Employer agrees to pay all retroactive remuneration for salary and other compensation increases not later than the month following the month in which the Agreement is ratified.
- 16.10 Retroactive pay shall be issued on a separate cheque.

Pay Recovery

- 16.11 (a) Where an employee, through no fault of her 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. No recoveries shall be made until the employee signs an authorization form for the deductions agreed upon. Once a recovery schedule has been agreed upon, the employee shall not delay or refuse to sign the authorization form.
- (b) If more than one (1) year has passed since the undetected overpayment was made, there shall be no recovery of the overpayment.
- (c) The Employer agrees that no more than ten (10%) of the gross pay of an employee, not including regular deductions, shall be recovered from the employee in any pay period for any monies owed by the employee.

Article 17
No Standby

- 17.01 There shall be no standby duties assigned to employees unless mutually agreed by the Employer and the Union.

Article 18 **Reporting Pay**

- 18.01 If an employee reports to work for her regularly scheduled shift and there is insufficient work available, she shall be entitled to four **(4)** hours of work. When no work is available she shall receive compensation of four **(4)** hours pay at the straight time rate.
- 18.02 If an employee is directed to report for work on a day of rest or on a General Holiday, and there is insufficient work available, she shall be entitled to four **(4)** hours of work at the appropriate overtime rate. When no work is available, she shall receive compensation to four **(4)** hours pay at the appropriate overtime rate.
- 18.03 If an employee is directed to report for work outside of, and not immediately before or after, her regularly scheduled shift, she 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 19 **Call Back Pay**

- 19.01 "Call Back" means calling of an employee to duty after she has reported off duty and before she is next scheduled for work.
- 19.02 When an employee is called back to a place of work by the Employer for a specific duty, she 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 **Leave – General**

- 20.01 Except in cases of emergency or as otherwise provided in this Agreement, an employee shall apply for leave at least **two (2)** weeks in advance of such leave. An employee's request for leave will be responded to by the Employer within a reasonable period of time which allows the employee time to prepare for and take the leave on the dates *s o* requested.
- 20.02 When the Employer rejects an employee's application for leave the reasons for the rejection shall be provided to the employee in writing as soon as possible.

- 20.03 During the month of September in each year or at the request of an employee, the Employer shall inform an employee in writing of the balance of her sick and vacation leave credits as of the end of the previous month.

Article 21

Vacations and Vacation Pay

- 21.01 Employees shall earn vacation pay as a percentage of their gross earnings at the following rates:
- (a) four percent (4%) until the third (3rd) year of continuous employment is completed;
 - (b) six percent (6%) after completion of three (3) years of continuous employment;
 - (c) eight percent (8%) after completion of ten (10) years of continuous employment;
 - (d) ten percent (10%) after completion of twenty (20) years of continuous employment.

Vacation pay earned shall be banked by the Employer. Upon the request of an employee, the Employer shall pay out that employee's banked vacation pay, either in full or a portion thereof as requested by the employee. Vacation pay shall be paid on a separate paycheque.

- 21.02 The Employer shall endeavour to grant vacations at times requested by employees. Except in the case of an emergency, an employee shall request vacation leave in writing at least two (2) weeks prior to the commencement of the vacation, and the Employer shall reply in writing to the employee's request for vacation leave within one (1) week. If there is a conflict between the vacation requests of **two** or more employees then vacation leave shall be granted according to seniority.
- 21.03 The payment of vacation pay on an employee's request will be considered as advance payment for any vacation to which an employee may be entitled under the Northwest Territories *Employment Standard Act*.
- 21.04 **The** Employer shall pay out the balance of an employee's banked vacation pay on the employee's termination of employment.

Article 22 **Sick Leave**

Sick Leave Credits

- 22.01 Effective April 1, 2010, on April 1st of each year an employee shall be granted forty-eight (48) hours of sick leave credits. Sick leave credits for a period of employment of less than a full year shall be pro rated.

Use of Sick Leave Credits

- 22.02 All absences on account of illness or injury on a normal working day shall be charged against an employee's sick leave credits on an hour for hour basis. An employee must sign a statement advising that because of an illness or injury she was unable to perform her duties.
- 22.03 If the duration or expected duration of the sick leave exceeds three (3) consecutive days and if requested by the Employer, the employee must provide the Employer with a medical certificate stating that the employee is incapable of working because of an illness or injury.

Retention of Sick Leave Credits

- 22.04 Where leave of absence without pay is authorized for any reason, or an employee is laid-off because of lack of work, and the employee returns to work upon expiration of such leave of absence or lay-off, the employee shall retain any unused sick leave existing at the time of lay-off or commencement of leave without pay.

Article 23 **Bereavement Leave**

- 23.01 An employee shall be granted a leave of absence with pay for five (5) consecutive workdays to attend the funeral or memorial service of the employee's spouse (including common-law partner), child (including spouse's child), parent (including spouse of parent), parent of spouse, brother, sister, legal guardian, grandparent or grandchild.
- 23.02 Additional bereavement leave with or without pay may be taken by mutual agreement between the employee and the Employer.

Article 24

Maternity Leave

24.01 An employee who is pregnant shall be granted seventeen (17) consecutive weeks maternity leave without pay commencing at any time during the seventeen (17) week period immediately preceding the expected date of delivery, provided that the employee gives the Employer written notice at least four (4) weeks before the day on which the employee expects to commence her leave. All other issues of notice or extension of the period of maternity leave shall be according to the *Employment Standards Act*.

24.02 The Employer may:

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

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

Maternity-related Reassignment or Leave

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

Other Benefits During Leave

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

24.06 If an employee elects to maintain coverage for group benefits, the Employer will pay its portion of the group benefits premiums provided the employee provides the Employer with post-dated cheques or money orders for the employee's portion of the group benefits premiums for the anticipated duration of leave under this Article.

Article 25

Parental Leave

- 25.01 Where an employee has or will have the actual care or custody of her newborn child, or an employee commenced proceedings to adopt a child or obtains an order for the adoption of a child, she shall be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks. This leave without pay shall be taken within the fifty-two (52) week period immediately following the day the child was born or, in the case of adoption, within the fifty-two (52) week period from the date the child comes into the employee's care and custody.
- 25.02 An employee who intends to request parental leave without pay shall provide the Employer with four (4) weeks written notice, except where in the case of adoption the child arrives at the employee's home sooner than expected. In the case of an adoption, the employee shall notify the Employer as soon as the application for adoption has been approved by the adoption agency or legal guardianship and custody papers have been completed.
- 25.03 Leave granted under this Article shall be counted for the calculation of continuous employment.
- 25.04 Parental leave without pay utilized by an employee couple, both of whom are employed by the Employer, in conjunction with maternity leave shall not exceed a total of fifty-two (52) weeks.
- 25.05 Parental leave without pay taken by an employee in conjunction with maternity leave shall be taken immediately after the termination of maternity leave and the duration of both periods of leave without pay combined shall not exceed a total of fifty-two (52) weeks.

Other Benefits During Leave

- 25.06 An employee returning to work from parental leave retains her service credits accumulated prior to taking leave.
- 25.07 If an employee elects to maintain coverage for group benefits, the Employer will pay its portion of the group benefits premiums' provided the employee provides the Employer with post-dated cheques or money orders for the employee's portion of the group benefits premiums for the anticipated duration of leave under this Article.

Article 26

Compassionate Care Leave

- 26.01 For the purposes of this Article, the definition of family member means the employee's:
- (a) spouse, including common-law spouse;
 - (b) child or a child of the employee's spouse;
 - (c) parent or spouse of the parent; and
 - (d) any other person in accordance with the *Employment Standards Act*.
- 26.02 An employee shall be granted up to eight (8) weeks of compassionate care leave without pay to provide care and support to a gravely ill family member if the Employer is provided with a certificate from a qualified medical practitioner stating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:
- (a) the day the certificate is issued; or
 - (b) if the leave was commenced before the certificate was issued, the day the leave was commenced.

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

Compassionate care leave may be taken in separate periods but each period must be of not less than one week's duration.

- 26.03 An employee who intends to request compassionate care leave shall make every effort to provide reasonable notice to the Employer.
- 26.04 Leave granted under this Article shall be counted for the calculation of continuous employment.

Other Benefits During Leave

- 26.05 An employee returning to work from compassionate care leave retains her service credits accumulated prior to taking leave.
- 26.06 If an employee elects to maintain coverage for group benefits, the Employer will pay its portion of the group benefits premiums provided the employee provides the Employer with post-dated cheques or money orders for the employee's portion of the group benefits premiums for the anticipated duration of leave under this Article.

Article 27

Other Types of Leave

Court Leave

27.01 The Employer shall grant leave with pay to an employee for the period of time required:

- (a) to serve on a jury and the jury selection process;
- (b) to answer a subpoena or summons to attend as a witness in any proceeding authorized by law to compel the attendance of witnesses,

provided the employee remits or assigns to the Employer any remuneration received by her as a result of serving on a **jury**, in the jury selection or as a witness, other than remuneration received as an allowance or reimbursement for expenses incurred in such duty.

Leave with or without Pay for Other Reasons

27.02 Notwithstanding any provision for leave in this Agreement, the Employer:

- (a) may grant leave with or without pay in emergency or unusual circumstances;
- (b) may grant leave without pay to enable an employee to visit their homeland;
- (c) may grant leave with or without pay for purposes other than those specified in this Agreement.

Requests for leave under this clause shall not be unreasonably denied.

Article 28

Job Description

28.01 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, accurate and written Job Description of the position to which she is assigned.

28.02 Upon written request, an employee shall be given a current, accurate and written Job Description of her position.

Article 29

Employee Files and Performance Reviews

Employee Files

- 29.01 Upon request of an employee, the personnel file of that employee shall be made available for her examination at reasonable times in the presence of an authorized representative of the Employer. Upon written authorization from an employee, the employee's Union Representative shall be entitled to view and may request copies of that employee's personnel file.
- 29.02 Only one file per employee for the purposes of performance evaluation and discipline shall exist.
- 29.03 The record of any disciplinary action taken against an employee, including letters or notations of discipline, shall be removed from the employee's file and destroyed after twelve (12) months following the disciplinary action, provided no additional disciplinary action of a similar nature was imposed within the twelve (12) month period.

Performance Reviews

- 29.04 When a formal review of an employee's performance is made, the employee concerned shall be given the opportunity to discuss 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 her performance appraisal and may use **the** grievance procedure in Article 32 to correct any factual inaccuracies in her performance appraisal. Such performance appraisals shall be performed within one (1) month of the employee's anniversary date.
- 29.05 The formal review of an employee's performance shall also incorporate an opportunity for the employee to state her career development goals and that every effort be made to develop the career potentials of each individual through in-service training, retraining, or any other facets of career development which may be available.

Article 30

Classification

- 30.01** If a new or revised classification is established which is not covered by the schedule of wages then in effect, the Employer shall before applying the new or revised classification, negotiate with the Union the rates of pay and the rules affecting the pay of employees for the classification affected. 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 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.

Article 31

Vacancies, Job Postings and Transfers

- 31.01** Every vacancy for positions expected to be more than three (3) 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. The Employer shall endeavour to fill vacant positions through competitions internal to the Bargaining Unit, and if there are no successful candidates then the Employer may open the competition to the general public.
- 31.02** Seniority shall be the governing factor in determining promotions and filling of jobs after posting, providing that the most senior employee possesses the necessary skill, ability and required qualifications to perform the normal requirements of the job.
- 31.03** No employees shall be transferred to another position outside the Bargaining Unit without her consent. If an employee is transferred to a position outside the Bargaining Unit, she shall retain her seniority accumulated up to the date of leaving the unit, but will not accumulate **further** seniority. Such employee shall have the right to return to a position in the Bargaining Unit consistent with her seniority accumulated up to the date of transfer outside the unit, within ninety (90) calendar days of the date of transfer.
- 31.04** No employee shall be transferred to another position within the Bargaining Unit without her consent.

Article 32

Grievance Procedure and Arbitration

- 32.01 The Employer and the Union recognize that grievances may arise in each of the following circumstances:
- (a) the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, or of an arbitral award;
 - (b) the interpretation, application, administration or alleged violation of a provision of an Act or Regulation, or a direction or other instrument made or issued by the Employer dealing with the terms or conditions of employment;
 - (c) disciplinary action resulting in demotion, suspension, or a financial penalty;
 - (d) discharge; or
 - (e) letters or notations of discipline placed on an employee's personnel file.

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

Representation

- 32.03 If she so desires, an employee may be assisted and represented by the Union when presenting a grievance.
- 32.04 Where **an** employee has been represented by the Union in the presentation of her 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.
- 32.05 The Union shall have the right to initiate and present a grievance at any level of the grievance procedure related to the application or interpretation of this Agreement.
- 32.06 An employee shall have the right to present a grievance on matters related to the application or interpretation of **this** Agreement provided she **first** obtains the authorization of the Union prior to presenting such a grievance.
- 32.07 The Union shall have the right to initiate and present a grievance on matters relating to health and safety at any level of the grievance procedure.

Procedures

- 32.08** An employee and her supervisor shall be encouraged to meet and resolve any complaint prior to the employee filing a grievance. The employee may be assisted by a Representative should she so request.
- 32.09** An employee or the Union who wishes to present a grievance at any prescribed level of the grievance procedure shall transmit this grievance in writing to the Employer 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 and the Union with a receipt stating the date on which the grievance was received by the Employer.
- 32.10** Except as otherwise provided in this Agreement, a grievance shall be processed by recourse to the following steps:
- (a) First Level (General Manager)
 - (b) Final Level (District Manager)
- 32.11** The Employer shall designate its representative at each level of the grievance procedure and shall inform all employees of the person so designated.
- 32.12** 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.
- 32.13** No proceedings under **this** Article are invalid by reason of any defect of form or any technical irregularity.
- 32.14** An employee may, by written notice to the Employer, withdraw her grievance provided that, where the grievance is one arising out of the application or interpretation of this Agreement, or where the grievor is being represented by the Union, her withdrawal has the written endorsement of the Union.

Time Limits

- 32.15** A grievance may be presented at the First Level of the grievance procedure in the manner prescribed in Article **32.09** within twenty-one (**21**) calendar days after the date on which the grievor first becomes aware of the action or circumstances giving rise to the grievance. Failure to present a grievance within the time limits due to Employer restrictions, communication breakdown, weather and other factors beyond the control of the grievor shall not invalidate the grievance.
- 32.16** The Employer shall reply in writing to a grievance within twenty-one (**21**) calendar days at the First Level and within twenty-one (**21**) calendar days at the Final Level.

- 32.17 An employee or the Union may present a grievance at each succeeding level of the grievance procedure beyond the First Level
- (a) where the decision or settlement is not satisfactory to the grievor, within twenty-one (21) calendar days after that decision or settlement has been conveyed in writing to the grievor (and the Union as the case may be) by the Employer; or
 - (b) where the Employer has not conveyed a decision to the grievor (and/or the Union as the case may be) within the time prescribed in Article 32.16 within twenty-one (21) calendar days after the day the reply was due.
- 32.18 The time limits stipulated in this procedure may be extended by mutual written agreement between the Employer and the employee, and where appropriate, the Union.

Termination of Employment

- 32.19 No employee shall have her employment terminated without first being given notice in writing, with a copy forwarded to the Union, together with the reasons thereof, twenty-four (24) hours prior to the termination. When the Employer terminates the employment of an employee the grievance procedure shall apply except that the grievance may be presented at the Final Level within **thirty** (30) calendar days after the employee receives her notice of termination.

Arbitration

- 32.20 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement including any question as to whether a matter is arbitrable, or where an allegation is made that a term or condition of this Agreement has been violated, either of the parties may, after exhausting the grievance procedure in this Article, notify the other party in writing within twenty-one (21) days of the date the reply is due at the Final Level, of her desire to submit the difference or allegation to arbitration.
- 32.21 (a) The parties agree that arbitration referred to in Article 32.20 shall be by a single arbitrator.
- (b) The parties **will** attempt to come to an agreement on the selection of an Arbitrator within thirty (30) calendar days of the date on which notification by either party to submit the difference or allegation to arbitration was made, or such further period as may be mutually agreed upon by the parties.
 - (c) In the event that the Employer and the Union are unable to agree upon the selection of the Arbitrator, the Minister of Labour of Canada shall be requested to appoint an Arbitrator, and it is agreed that the Arbitrator so appointed shall act as the single Arbitrator.

- 32.22** (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 decision and that 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 her and copies thereof shall be transmitted to the parties to the dispute.
- 32.23** The Arbitrator shall not have the authority to alter or amend any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or to render any decision contrary to the terms and provisions of this Agreement, or to increase or decrease wages.
- 32.24** The Employer and the Union shall each pay one-half ($\frac{1}{2}$) of the remuneration and expenses of the Arbitrator and each party shall bear its own expenses of every such arbitration.
- 32.25** Where a party has failed to comply with any of the terms of the decision of the Arbitrator, either party or employee affected by the decision may, after the expiration of fourteen (**14**) calendar days from the date of the release of the decision or the date provided in the decision for compliance, whichever is later, file in the office of the Clerk of the Federal Court of Canada, a copy of the decision, exclusive of the reason therefore in the prescribed form, whereupon the decision may be entered in the same way as the judgement or an order of that court and may be enforceable as such.
- 32.26** In addition to the powers granted to arbitrators under the *Canada Labour Code* the Arbitrator may determine that the employee has been discharged for other than just cause and she may:
- (a) direct the Employer to reinstate the employee and pay to the employee a sum equal to her wages lost by reason of her discharge, or such less sum as in the opinion of the Arbitrator is fair and reasonable; and/or
- (b) make such order as she considers fair and reasonable having regard to the terms of this Agreement and to all the circumstances of the case.

Article 33

Technological Change

- 33.01** The Employer agrees to provide as much advance notice as possible to the Union, but not less than one hundred and twenty (120) days, of any major technological change which would result in changes in the employment status of employees or in this Agreement. In addition, the Employer agrees to consult with the Union with a view to resolving problems which may arise as a result of the introduction of such technological change.
- 33.02** In cases where employees may require retraining, the Employer will make every reasonable effort to offer re-training including training courses.
- 33.03** When the implementation of technological change is initiated by the Employer and when agreement as to its implementation is not reached between the parties, either party may refer the matter to arbitration.

Article 34

Seniority

- 34.01** Seniority is defined as the total length of service acquired by an employee from her date of hire.
- 34.02** Seniority accumulates when an employee is absent from work:
- (a) resulting from an occupational injury or illness covered by the Workers' Safety & Compensation Commission;
 - (b) during a continuous absence from work resulting from an injury or illness not covered by the Workers' Safety & Compensation Commission;
 - (c) during any leave of absence without pay, provided that if the leave of absence is for a period of time greater than thirty (30) days, the seniority will cease to accrue after thirty (30) days;
 - (d) during leave of absence for Union business.
- 34.03** Seniority shall be lost when an employee:
- (a) voluntarily quits her employment with the Employer;
 - (b) is discharged for just cause;
 - (c) fails to report to work within fourteen (14) calendar days after receiving notice of recall;
 - (d) has been laid-off for a period of twelve (12) months or longer;

(e) has been determined to have abandoned her position.

34.04 Within thirty **(30)** calendar days after the signing of the Agreement and on April 1st every year thereafter, the Employer shall post a seniority list showing the seniority of each employee on all Union bulletin boards and provide a copy of the list to the Union.

34.05 An employee shall be considered to be on probation until she has worked three **(3)** months following the date of hire. If such employee continues in the employ of the Employer after the expiration of her probation, her length of service shall be computed from her date of hire. Probationary employees shall not exercise any seniority rights during their probationary period.

Article 35

Lay-off

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

35.02 In the event of lay-off, employees shall be laid off in reverse order of their seniority. Where the seniority of employees subject to lay-off is equal, lay-off will be according to qualifications.

35.03 The Employer shall give employees who are to be laid-off a minimum of one **(1)** month plus one additional week for each year of employment over two years, to a maximum of ten **(10)** weeks, notice in writing in advance of the effective date of lay-off, or award pay in lieu of the notice.

35.04 Laid-off employees shall be recalled in the order of their seniority, where jobs become available, provided they have the skill, ability and required qualifications to perform such jobs. Where laid-off employees' seniority is equal, recall will proceed according to qualifications.

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

(a) Where notice of recall is given personally, the Employer shall deliver in duplicate a letter stating that the employee is recalled. In this instance, notice of recall is deemed to be given when served.

(b) Where notice of recall is given by registered **mail**, notice is deemed to be given three days from the date of mailing.

35.06 The employee shall keep the Employer advised at all times of her current address. The employee shall return to work within fourteen **(14)** calendar days of receipt of notice of recall, unless, on reasonable grounds, she is unable to do so.

35.07 No new employees shall be hired until those laid off have been given the opportunity of recall.

- 35.08 With reference to a re-hire of an employee after a lay-off, her employment in the position held by her at the time she was laid off and her employment in the position to which she is hired shall constitute continuous employment provided such re-hire is within a period of twelve (12) months.
- 35.09 Where an Employee ceases to be employed for reasons other than discharge and is re-employed within a period of twelve (12) months, those benefits which she has earned as a result of her past service with the Employer shall be reinstated.

Article 36 **No Contracting Out**

- 36.01 There shall be no contracting out of any Bargaining Unit work.

Article 37 **Civil Liability**

- 37.01 If an action or proceeding is brought against any employee or former employee covered by this Agreement for an alleged tort committed by her in the performance of her duties, then:
- (a) The employee, upon being served with any legal process, or upon receipt of any action or proceeding as referred hereinbefore, being commenced against her shall advise the Employer of any such notification or legal process;
 - (b) The Employer shall pay any damages or costs awarded against any such employee in any such action or proceedings and all legal fees;
 - (c) The Employer shall pay any sum required to be paid by such employee in connection with the settlement of any claim made against **such** employee if such settlement is approved by the Employer before the same is finalized; provided the conduct of the employee which gave rise to the action did not constitute a gross disregard or neglect of her duty as an employee;
 - (d) Upon the employee notifying the Employer in accordance with paragraph (a) above, the Employer and the employee shall meet to discuss appointment of counsel that is mutually agreeable to both parties. Should the parties be unable to agree on counsel that is satisfactory to both, then the Employer shall appoint counsel. The Employer accepts **full** responsibility for the conduct of the action and the employee agrees to co-operate fully with appointed counsel.

Article 38

Discharge and Discipline

Just Cause

38.01 No employee shall be subject to discharge or discipline except for just cause.

Progressive Discipline

38.02 The value of progressive discipline with the aim of being corrective in application is recognized by both parties. Therefore, except in cases of gross misconduct, a documented record of counselling, warnings (oral or written) and/or suspensions must precede discipline or discharge for just cause.

38.03 When an employee is required to attend a meeting where discharge or discipline is to be imposed, or from which discharge or discipline may result, the employee is entitled to reasonable notice of the meeting. The notice must also advise the employee of her right to have a Representative of the Union in attendance. The Employer shall advise the employee in writing of the reasons for such discharge or discipline in sufficient detail that the employee may defend herself against it.

Time Limits

38.04 The Employer shall take disciplinary action against an employee within ten (10) working days of the date of the incident or within ten (10) working days of the date on which management became aware of the incident.

Disciplinary Record

38.05 The Employer agrees not to introduce as evidence in the case of 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 its filing.

Sunset Provision

38.06 The record of an employee shall not be used against her at any time after twelve (12) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports, provided no additional suspension or disciplinary action of a similar nature was imposed within the twelve (12) month period.

Article 39

Joint Union Management Committee

- 39.01 The Employer and the Union acknowledge the mutual benefits of joint consultation and agree to maintain a Joint Union Management Committee which will have as its objective meaningful consultation on matters of mutual interest, except issues that are the subject of a grievance.
- 39.02 The Committee shall consist of two (2) Union and ~~two~~ (2) Employer representatives and will meet at least once per month, unless the Employer and the Union agree otherwise.
- 39.03 Minutes of every meeting will be prepared and distributed by the Employer prior to the next meeting, at which the minutes will be presented for review and adoption, and after which will be mailed to the Union's office in Yellowknife and posted in the workplace for at least twelve (12) months and made available to employees thereafter.
- 39.04 Time spent in Committee meetings is deemed to be time worked.
- 39.05 The Joint Union Management Committee has no authority to amend this Agreement.

Article 40

Occupational Health and Safety

- 40.01 The Employer shall comply with ~~all~~ applicable federal, territorial and municipal health and safety legislation and regulations. All standards established under the legislation and regulations shall constitute minimum acceptable practice.
- 40.02 A copy of the *Safety Act* and Regulations, and any other applicable health and safety legislation and regulations, shall be readily accessible to each employee in the workplace.

Joint Worksite Health & Safety Committee

- 40.03 (a) The Joint Worksite Health & Safety Committee ("the Committee") is established in accordance with the provisions for occupational health and safety committees under the *Safety Act* and its pursuant applicable regulations.
- (b) The purpose of this Committee, in addition to the duties set-out in the legislation, is to participate in developing and monitoring the Employer's health and safety program, and to take health and safety into consideration when formulating policies, practices and procedures. The Committee may make recommendations to the Employer on occupational health and safety practices.

- (c) The Committee is a forum where management and employee representatives can meet to exchange information, discuss policies, programs and conditions, and where employee representatives can communicate to the Employer their views on health and safety matters.
- (d) The members of the Committee together shall be required to attend available occupational health and safety courses at least once per year if possible.

Meetings & Quorum

- (e) The Committee shall consist of **two** (2) representatives from the employees and **two** (2) representatives from the Employer. The Committee shall select from its own membership **two** Chairpersons, one from the representatives from the employees and one from the representatives from the Employer, who shall rotate duties at every meeting. The Committee will meet at least monthly, and when necessary as decided by the Committee, during normal working hours.
- (f) The quorum of the Committee shall consist of all members of the Committee.
- (g) Members of the Committee are entitled to such time from their regular work as is necessary to attend meetings or to carry out any other functions as members of the committee including reasonable meeting preparation time, and any time spent by the member while carrying out any of her functions as a member of the committee shall, for the purposes of calculating pay owing to her, be deemed to have been spent at work.

Minutes

- (h) Minutes of every meeting will be prepared and distributed by the Committee prior to the next meeting, at which the minutes **will** be presented for review and adoption. Adopted minutes shall be posted in the workplace for at least twelve (12) months and made available to employees thereafter.

Powers of Committee

- (i) Either party of a Committee may request from the Employer any information that the Committee considers necessary to identify existing or potential hazards with respect to materials, processes, equipment or activities.
- (j) Either party of a Committee shall have **full** access to any government and Employer reports, studies and tests relating to the health and safety of employees, or to the parts of those reports, studies and tests that relate to the health and safety of employees, as provided under applicable legislation. The Committee shall not have access to the medical records of any person, except with the person's written consent.

Right to Refuse Dangerous Work

- 40.04 An employee shall have the right to refuse to work in dangerous situations.
- (a) An employee may refuse to do any particular act or series of acts at work which she has reasonable grounds to believe are dangerous to her 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 her otherwise, or until a safety officer appointed under the *Safety Act* or her designated representative has investigated the matter and advised her otherwise.
 - (b) No loss of wages or discriminatory action shall be taken against any worker by reason of the fact that she exercised the right conferred upon her in Article 40.04(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

- 40.05 The Employer **will** offer required First Aid courses to employees in order to meet the **minimum** requirements under the *Safety Act* and regulations, including refresher courses required to maintain valid First Aid certificates at no cost to the employees. Employees shall take First Aid training during working hours.
- 40.06 The Employer will ensure that First Aid facilities at the worksite **will** be organized and maintained with such equipment and supplies as prescribed by the *Safety Act* and regulations.

Transportation of Injured Workers

- 40.07 The Employer shall provide, at no expense to the employee, appropriate transportation to the nearest medical facility, and from there to her home or place of work depending on the decision of the attending medical practitioner, when such services are immediately required by an employee as a result of injury or serious ailment occurring in the workplace.

Accident and/or Injury Reports

- 40.08 Upon request an employee is entitled to her accident and/or injury reports on file with the Employer.

Workplace Hazardous Materials Information Systems (WHMIS)

- 40.09 The Employer shall identify in writing new or presently used chemicals, substances or equipment present in the workplace including existing or potential hazards, precautions and antidotes or procedures to be followed following exposure.

- 40.10 The Employer will offer Workplace Hazardous Material Information Systems (WHMIS) training at the Employer's expense to ensure that all employees hold a valid certificate. The Employer shall provide WHMIS training during working hours.

WHMIS in Other Languages

- 40.11 The Employer shall provide WHMIS materials, if available, in an employee's native language upon request by that employee.

Article 41
Personal Protective Equipment (PPE)

- 41.01 The Employer shall provide, at no cost to employees, all protective devices, non-slip steel-toed safety footwear; protective clothing, gloves and masks, and other equipment necessary to properly protect employees from injury and unhealthy work conditions. The Employer shall make provisions for the proper cleaning and maintenance of all safety equipment and protective devices, and on-site laundering of clothing, at no cost to the employees.
- 41.02 The Employer will replace, at no cost to the employee, any safety equipment, clothing and footwear upon presentation of such worn or damaged items to the Employer.

Article 42
Uniform Clothing

- 42.01 As employee's work is of a nature where health and cleanliness must be maintained, and as uniform identification will aid in the effective performance of duties, the Employer shall provide uniform clothing at no cost to employees.
- 42.02 Uniform clothing is defined as items of wearing apparel consisting of shirts and pants of suitable quality for kitchen, housekeeping or laundry duties as the case may be. Each indeterminate employee shall be provided three (3) complete sets of wearing apparel, and each casual employee shall be provided two (2) complete sets of wearing apparel. Uniform clothing shall be a topic of discussion for the Joint Union Management Committee.
- 42.03 The Employer shall replace, at no cost to the employee, uniform clothing when worn-out or damaged, and presented for replacement by the employee.
- 42.04 Uniform clothing are to be worn only when employees are on duty, and may be worn en route to and from work.

Article 43

Casual Employees

- 43.01** The Employer may hire a casual employee for specific work of a temporary nature not exceeding *duty* (30) calendar days duration. There shall be a **minimum** break of eleven (11) calendar days between each employment period of the same casual employee. A casual employee who works more than **thirty (30)** calendar days in an employment period shall be converted to a permanent full-time or part-time employee as the case may be depending full- or part-time hours worked as a casual.
- 43.02** The Employer shall not employ a series of casual employees **in** lieu of establishing a full-time position, a part-time position or **filling** a vacant position.
- 43.03** A casual employee shall be paid four percent (4%) vacation pay.
- 43.04** Casual employees shall be entitled to all provisions of this Agreement, except:
- (a) Article 18 – Reporting Pay;
 - (b) Article 21 – Vacations and Vacation Pay;
 - (c) Article 22 – Sick Leave;
 - (d) Article 23 – Bereavement Leave;
 - (e) Article 24 – Maternity Leave;
 - (f) Article 25 – Parental leave;
 - (g) Article 26 – Compassionate Care Leave;
 - (h) Article 27 – Other Types of Leave;
 - (i) Article 34 – Seniority;
 - (j) Article 35 – Lay-off;
 - (k) Article 45 – Group Benefits Plan;
 - (l) and if the casual employee has not worked at least *duty* (30) days in the preceding twelve (12) months, then Article 13 – General Holidays does not apply.
- 43.05** Casual employees **are** entitled to be paid on a biweekly basis for services rendered at the appropriate pay rates set out in the appendices attached.

Article 44

Premiums and Allowances

Shift Premiums

- 44.01 Effective August 1, 2011, an employee whose majority of scheduled hours fall between 11:00pm and 7:00am shall be paid a shift premium of one dollar (\$1.00) per hour worked on her shift. There shall be no pyramiding of this premium and such premium will not be paid on hours which are paid at the overtime rate of pay.

Article 45

Group Benefits Plan

- 45.01 Great-West Life group benefits plan Group Policy No. 19185 ("the Plan") shall be provided to all full-time, and part-time employees whose normally scheduled hours of work each week on a continuing basis is twenty hours (20) hours, effective date of ratification.

General Plan Provisions

- 45.02 The following outlines the main features of the Great-West Life group benefit plan coverage and is not meant to be exhaustive:
- (a) Eligibility: All current employees are eligible to participate in the Plan on date of ratification of this Agreement. Thereafter, newly hired employees are eligible to participate after three (3) months of continuous employment.
 - (b) Premiums: Group Benefit Plan premiums shall be split 50/50 between the Employer and the employees. Employees will have their portion of the premiums deducted from their pay cheques biweekly and the Employer will forward the full premium to the group benefit plan insurer.
 - (c) Life Insurance: \$10,000; terminates at age 65.
 - (d) Accidental Death & Dismemberment Insurance: Specified sums for loss of life, eyesight, speech, hearing, limbs and paralysis.
 - (e) Health Care Benefits: Prescription drug reimbursement at 90%, other expenses at 100%; hospital, paramedical services, vision care. Deductibles: **nil**. Some limits apply.
 - (f) Dental Care: Reimbursement 80%, \$1000 per calendar year; Deductible: \$25 per year individual; \$50 per year family.

Amendments to Group Benefits Plan

- 45.03 The Employer may amend the benefit coverage in the insured benefits plan provided there is no reduction in benefits either individually or in the aggregate unless mutually agreed between the Employer and the Union.

Information to Employees

- 45.04 The Employer shall distribute to all employees eligible for coverage under the plans in this Article all literature, statements and materials produced by the plan administrators for the employees. New eligible employees shall be provided with plan booklets upon hire and shall be enrolled in a timely manner.

Article 46
Social Justice Fund

- 46.01 The Employer shall contribute One Thousand One Hundred Dollars (\$1100) to the PSAC Social Justice Fund on March 1st of each year and will be forwarded to the PSAC National Office. Contributions to the Fund are to be utilized strictly for the purposes specified in the Letters Patent of the PSAC Social Justice Fund.

Article 47
Re-opener of Agreement and Mutual Discussions

Agreement Re-opener

- 47.01 This Agreement may be amended by mutual consent of the parties.

Mutual Discussions

- 47.02 The Employer and the Union acknowledge the mutual benefits to be derived from dialogue between the parties and are prepared to discuss matters of common interest.

Article 48
Duration and Renewal

- 48.01 The term of this Agreement shall be from February 17, 2010 to August 26, 2011.
- 48.02 Notwithstanding Article 48.01, the provisions of this Agreement, including the provisions for the adjustment of disputes in Article 32, shall remain in effect during the negotiations for its renewal, and until either a new collective Agreement becomes effective, or until the provisions of Section 89(1) of the *Canada Labour Code* have been met.

- 48.03 Either party to this Agreement may, within the period of four (4) months immediately preceding the date of expiration of the term of this Agreement, by written notice, require the other party to this Agreement to commence collective bargaining with a view to the conclusion, renewal or revision of this Agreement in accordance with Section 49(1) of the *Canada Labour Code*.
- 48.04 Where notice to bargain collectively has been given under Article 48.03, the Employer shall not alter the rates of pay or any term or condition of employment or any right or privilege of the employees, or any right or privilege of the Union until a renewal or revision of this Agreement has been concluded, or until the provisions of Section 89(1) of the *Canada Labour Code* have been met, unless the Union consents to the alteration of such a term or condition, or such a right or privilege.

Schedule A
Hourly Rates of Pay

Effective August 1,2011:

<u>Classification</u>	<u>Casual Rate</u>	<u>Full-Time Rate</u>
Supervisor	\$ 22.48	\$ 25.08
Diet Clerk	\$ 27.39	\$ 29.99
Cook	\$ 25.35	\$ 27.95
Dietary Aide	\$ 18.95	\$ 21.55
Housekeeper	\$ 18.95	\$ 21.55
Laundry Aide	\$ 18.95	\$ 21.55

MEMORANDUM OF AGREEMENT

between

PUBLIC SERVICE ALLIANCE OF CANADA

and

SODEXO CANADA LIMITED

Respectful Workplace Training

This Memorandum of Agreement forms part of the Collective Agreement

During the negotiations for this Collective Agreement issues concerning the lack of a respectful workplace were identified and discussed. The need for training to address these issues was discussed and included potential courses and programs in anti-oppression, diversity **training** and racial healing.

The Joint Union Management Committee established under Article 39 shall discuss these issues with a view to making a recommendation to the Employer on the selection of a course or program for delivery to all staff of Sodexo at Stanton Hospital (both management and Bargaining Unit members.) The course or program may be delivered by the Employer using its off-site personnel with the welcomed participation of the Union.

The Employer will endeavour to complete this course delivery or program establishment within one (1) year of ratification of this Agreement. The Employer may draw on the advice of the Union's representatives and/or specialists with respect to selecting the consultant.

The Employer shall bear the **full** costs of the course delivery or programming.

MEMORANDUM OF AGREEMENT

between

PUBLIC SERVICE ALLIANCE OF CANADA

and

SODEXO CANADA LIMITED

Implementation of Certain Contracts Provisions

This Memorandum of Agreement forms part of the Collective Agreement

Check Off

The effective date for Check Off under Article 10 – Union Security shall be the first of the month following the signing of this Agreement.

Group Benefits Plan

The provisions of the Group Benefits Plan under Article 45 will be fully implemented on the first day of the month immediately following thirty (30) calendar days after ratification of this Agreement.

Social Justice Fund

The Social Justice Fund provisions under Article 46 are effective March 1, 2011. There shall be at least one (1) annual payment to the Social Justice Fund regardless of the disposition of this Collective Agreement (i.e. ratified settlement or arbitral award.)

LETTER OF UNDERSTANDING

between

PUBLIC SERVICE ALLIANCE OF CANADA

and

SODEXO CANADA LIMITED

Extension of Future Maternity or Parental Top-up Benefits

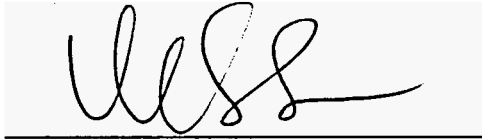
This Memorandum of Agreement forms part of the Collective Agreement

If the Employer implements an hourly maternity or parental leave top-up benefit during the life of this Agreement, such benefits will be extended to full-time employees covered under the scope of this Agreement.

Signed at Yellowknife, Northwest Territories this 19th day of July 2011 by the parties:

Sodexo Canada Limited

Public Service Alliance of Canada



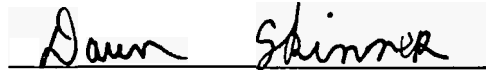
Vanessa White
Senior Director,
Human Resources & Labour Relations



Julie Docherty
Regional Executive Vice-President – North



Bertha Frise
Committee Member



Dawn Skinner
Committee Member



Stephen Bedingfield
Negotiator