

COLLECTIVE AGREEMENT

BETWEEN

WEENEEBAYKO HEALTH AHTUSKAYWIN

AND

THE PUBLIC SERVICE ALLIANCE OF CANADA

FOR THE SECURITY UNIT

AT

WEENEEBAYKO GENERAL HOSPITAL

EXPIRY DATE: 31 MARCH 2001

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ARTICLE 1**PURPOSE AND SCOPE OF AGREEMENT**

- 1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the Alliance and the employees and to set forth herein certain terms and conditions of employment, including rates of pay for all employees described in the certificates issued by the Ontario Labour Relations Board on June 6, 1995, upon which agreement has been reached through collective bargaining.
- 1.02 The parties to this Agreement share a desire to improve the quality of service of the Weeneebayko Health Ahtuskaywin and to promote the well-being and increased efficiency of its employees to the end that the people of Canada will be well and efficiently served. Accordingly, they are determined to establish, within the framework provided by law, an effective working relationship at all levels of employment of the Weeneebayko Health Ahtuskaywin in which members of the bargaining unit are employed.
- 1.03 The parties to this Collective Agreement agree that the terms and conditions of employment established in this Collective Agreement shall prevail.

ARTICLE 2**F AND DEFINITIONS**

- 2.01 For the purpose of this Agreement:
- (a) "Alliance" means the Public Service Alliance of Canada;
 - (b) "allowances" means compensation payable for the performance of special or additional duties;
 - (c) "annual rate of pay" means an employee's weekly rate of pay multiplied by fifty-two point one seventy-six (52.176);
 - (d) "bargaining unit" means the employees of Weeneebayko Health Ahtuskaywin employed in security as described in the certificate issued by the Canada Labour Relations Board on October 11, 1996;
 - (e) "compensatory leave" means leave with pay in lieu of cash payment for overtime. The duration of such leave will be equal to the overtime worked multiplied by the applicable overtime rate. The rate of pay to which an

employee is entitled during such leave shall be based on the employee's hourly rate of pay as calculated from the classification prescribed in the employee's certificate of appointment on the day immediately prior to the day on which leave is taken;

- (f) (i) "continuous employment" means all employment with the Federal Public Service, Con-ex, Cameron Security Services, Douglas N. Cameron, Ralson Construction, Moose Band Development Corporation, Ian Martin and Weeneebayko Health Ahtuskaywin.
- (ii) With respect to employees employed by Weeneebayko Health Ahtuskaywin on April 1, 1995 for the purpose of calculating benefits under Article 25 - Severance Pay "continuous employment" means all employment with Moose Band Development Corporation, Ian Martin, and Weeneebayko Health Ahtuskaywin from April 1, 1991.
- (g) "daily rate of pay" means an employee's hourly rate of pay times his normal number of hours of work per day;
- (h) "weekly rate of pay" means an employee's daily rate of pay multiplied by five (5);
- (i) "day of rest" in relation to a full-time employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of his or her position other than by reason of the employee being on leave or absent from duty without permission;
- (j) "employee" means a person so defined in the Ontario Labour Relations Act, until such time as the jurisdiction changes;
- (k) "Employer" means Weeneebayko Health Ahtuskaywin;
- (l) "holiday" means:
 - (i) the twenty-four (24)-hour period commencing at 00:00 hours of a day designated as a paid holiday in this Agreement;
 - (ii) however, for the purpose of administration of a shift that does not commence and end on the same day, such shift shall be deemed to have been entirely worked:
 - (A) on the day it commenced where half (1/2) or more of the hours worked fall on that day,

or

- (B) on the day it terminates where more than half (1/2) of the hours worked fall on that day;
- (m) "lay-off" means the termination of an employee's employment because of lack of work or because of the discontinuance of a function;
- (n) "leave" means authorized absence from duty by an employee during his or her regular or normal hours of work;
- (o) "membership dues" means the dues established pursuant to the constitution of the Alliance as the dues payable by its members as a consequence of their membership in the Alliance, and shall not include any initiation fee, insurance premium, or special levy;
- (p) "pay" means basic rate of pay as specified in Appendix "A";
- (q) "spouse" will, when required, be interpreted to include "common-law spouse";
- (r) a "common-law spouse" relationship exists when, for a continuous period of at least one year, an employee has lived with a person of the opposite sex, publicly represented that person to be his/her spouse and continues to live with the person as if that person were his/her spouse;
- (s) "straight-time rate" means the employee's hourly rate of pay;
- (t) "overtime" means work in excess or outside of his scheduled daily hours of work for a full-time employee. For employees engaged on less than a full-time basis, it means work performed in excess of the normal scheduled hours of work for employees engaged on a full-time basis who are doing similar work;
- (u) "time and one-half" means one and one-half (1 1/2) times the employee's hourly rate of pay;
- (v) "double time" means two (2) times the employee's hourly rate of pay;
- (w) "Weeneebayko Health Ahtuskaywin" means the Employer.

2.02 Except as otherwise provided in this Agreement, expressions used in this Agreement if defined in the Canada Labour Code, have the same meaning as given to them in the Canada Labour Code.

ARTICLE 3

APPLICATION

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

ARTICLE 4

**PRECEDENCE OF LEGISLATION
AND THE COLLECTIVE AGREEMENT**

4.01 In the event that any law passed applying to employees covered by this Agreement, renders null and void any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement.

ARTICLE 5

MANAGERIAL RESPONSIBILITIES

5.01 Except to the extent provided herein, this Agreement in no way restricts the authority of those charged with managerial responsibilities.

ARTICLE 6

RECOGNITION

6.01 The Employer recognizes the Alliance as the exclusive bargaining agent for all security employees of the Employer described in the certificate issued by the Canada Labour Relations Board dated October 11, 1996.

In the event the labour jurisdiction falls under the Canada Labour Code, the Employer agrees to voluntarily recognize the Alliance as the bargaining agent for all employees of the Employer.

6.02 For greater clarity, the parties recognize that the employees covered by this Agreement are those employees required to provide the security services at the Weeneebayko General Hospital.

6.03 Except as otherwise noted in this Agreement, notification to

the Employer by the Alliance shall be made to the CEO to the Weeneebayko Health Ahtuskaywin, P.O. Box 664, Moose Factory, Ontario, POL 1W0; telephone (705) 658-4930; FAX (705) 658-4917.

ARTICLE 7

EMPLOYEE REPRESENTATIVES

- 7.01 The Employer acknowledges the right of the Alliance to appoint or otherwise select employees as representatives.
- 7.02 The Alliance and the Employer shall endeavour in consultation to determine the jurisdiction of each representative, having regard to the plan of organization, the number and distribution of employees at the work place and the administrative structure implied by the grievance procedure. Where the parties are unable to agree in consultation, then any dispute shall be resolved by the grievance/adjudication procedure.
- 7.03 The Alliance shall notify the Employer in writing of the name and jurisdiction of its representatives identified pursuant to clause 7.02.
- 7.04 (a) A representative shall obtain the permission of his or her immediate supervisor before leaving his or her work to investigate employee complaints of an urgent nature, 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. Where practicable, the representative shall report back to his or her supervisor before resuming his or her normal duties.
- (b) Where practicable, when management requests the presence of an Alliance representative at a meeting, such request will be communicated to the employee's supervisor.

ARTICLE 8

USE OF EMPLOYER FACILITIES

- 8.01 Reasonable space on bulletin boards in convenient locations will be made available to the Alliance for the posting of official Alliance notices. The Alliance shall endeavour to avoid requests for posting of notices which the Employer, acting reasonably, could consider adverse to its interests or to the interests of any of its representatives. Posting of notices or other materials shall require the prior appro-

val of the Employer, except notices related to the business affairs of the Alliance, including the names of Alliance representatives, and social and recreational events. Such approval shall not be unreasonably withheld.

- 8.02 The Employer will also continue its present practice of making available to the Alliance specific locations on its premises for the placement of reasonable quantities of literature of the Alliance.
- 8.03 A duly accredited representative of the Alliance may be permitted access to the Employer's premises to assist in the resolution of a complaint or grievance and to attend meetings called by management. Permission to enter the premises shall, in each case be obtained from the Employer.
- 8.04 The Alliance shall provide the Employer a list of such Alliance representatives and shall advise promptly of any change made to the list.

ARTICLE 9

CHECK-OFF

- 9.01 Subject to the provisions of this Article, the Employer will, as a condition of employment, deduct an amount equal to the monthly membership dues from the monthly pay of all employees in the bargaining unit. Where an employee does not have sufficient earnings in respect of any month to permit deductions made under this Article, the Employer shall not be obligated to make such deduction from subsequent salary.
- 9.02 The Alliance shall inform the Employer in writing of the authorized monthly deduction to be checked off for each employee.
- 9.03 For the purpose of applying clause 9.01, deductions from pay for each employee in respect of each calendar month will start with the first full calendar month of employment to the extent that earnings are available.
- 9.04 An employee who satisfies the Employer to the extent that he or she declares in an affidavit that he or she is a member of a religious organization registered pursuant to the Income Tax Act, whose doctrine prevents him or her as a matter of conscience from making financial contributions to an employee organization and that he or she will make contributions to a charitable organization equal to dues, shall not be subject to this Article, provided that the affidavit submitted by the employee shows the registered number of the religious organization and is countersigned by an official

representative of the religious organization involved.

- 9.05 No employee organization, as defined in the Canada Labour Code, other than the Alliance, shall be permitted to have membership dues and/or other monies deducted by the Employer from the pay of employees in the bargaining unit.
- 9.06 The amounts deducted in accordance with clause 9.01 shall be remitted to the Comptroller of the Alliance, Alliance Building, 233 Gilmour Street, Ottawa, Ontario K2P 0P1 by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.
- 9.07 The Employer agrees to continue the past practice of making deductions for other purposes on the basis of the production of appropriate documentation.
- 9.08 The Alliance agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the Employer limited to the amount actually involved in the error.

ARTICLE 10

INFORMATION

- 10.01 The Employer agrees to supply the Alliance each quarter with the name, geographic location and classification of each new employee.
- 10.02 The Employer agrees to supply each employee with a copy of the Collective Agreement and will endeavour to do so within one (1) month after receipt from the printer.
- 10.03 New Employees

The Hospital agrees to acquaint new employees with the fact that a Union agreement is in effect and with the conditions set out in the articles dealing with Union security and dues check-offs.

A new employee will have the opportunity to meet with a representative of the Union in the employ of the Hospital for a period of up to 15 minutes during the employee's orientation period without loss of regular earnings. The purpose of the meeting will be to acquaint the employee with such representative of the Union and the collective agreement.

Such meetings shall be arranged collectively or individually for employees by the hospital as part of the orientation program.

ARTICLE 11

EMPLOYEES ON PREMISES OF OTHER EMPLOYERS

- 11.01 If employees are prevented from performing their duties because of a strike or lock-out on the premises of a provincial, municipal, commercial or industrial employer, the employees shall report the matter to the Employer, and the Employer will make reasonable efforts to ensure that such employees are employed elsewhere, so that they shall receive their regular pay and benefits to which they would normally be entitled.

ARTICLE 12

RESTRICTION ON OUTSIDE EMPLOYMENT

- 12.01 Unless otherwise specified by the Employer as being in an area that could represent a conflict of interest, employees shall not be restricted in engaging in other employment outside the hours they are required to work for the Employer.

ARTICLE 13

LEAVE WITH OR WITHOUT PAY FOR ALLIANCE BUSINESS

Complaints made to the Canada Labour Relations Board

- 13.01 When operational requirements permit, the Employer will grant leave with pay:
- (a) to an employee who makes a complaint on his or her own behalf, before the Canada Labour Relations Board, and
 - (b) to an employee who acts on behalf of an employee making a complaint, or who acts on behalf of the Alliance making a complaint.

Applications for Certification, Representations and Interventions with respect to Applications for Certification

- 13.02 When operational requirements permit, the Employer will grant leave without pay:
- (a) to an employee who represents the Alliance in an application for certification or in an intervention,

and

- (b) to an employee who makes personal representations with respect to a certification.

13.03 The Employer will grant leave with pay:

- (a) to an employee called as a witness by the Canada Labour Relations Board,

and

- (b) when operational requirements permit, to an employee called as a witness by an employee or the Alliance.

Arbitration Board and Conciliation Board Hearings

13.04 When operational requirements permit, the Employer will grant leave with pay to a reasonable number of employees representing the Alliance before an Arbitration Board or Conciliation Board.

13.05 The Employer will grant leave with pay to an employee called as witness by an Arbitration Board or Conciliation Board and, when operational requirements permit, leave with pay to an employee called as a witness by the Alliance.

Grievance Arbitration

13.06 The Employer will grant leave with pay to an employee who is:

- (a) a party to the grievance arbitration,
- (b) the representative of an employee who is a party to a grievance arbitration,

and

- (c) a witness called by an employee who is a party to a grievance arbitration.

Meetings During the Grievance Process

13.07 The Employer will grant to an employee:

- (a) when the Employer originates a meeting with the employee who has presented the grievance, leave with pay.

and

(b) when an employee who has presented a grievance seeks to meet with the Employer, leave with pay to the employee when the meeting is held.

13.08 When an employee wishes to represent, at a meeting with the Employer, an employee who has presented a grievance, the Employer will arrange the meeting having regard to operational requirements, and will grant leave with pay to the representative.

13.09 Where an employee has asked or is obliged to be represented by the Alliance in relation to the presentation of a grievance and an employee acting on behalf of the Alliance wishes to discuss the grievance with that employee, the employee and the representative of the employee will, where operational requirements permit, be given reasonable leave with pay for this purpose when the discussion takes place in his or her local area and reasonable leave without pay when it takes place outside his or her local area.

Contract Negotiation Meetings

13.10 When operational requirements permit, the Employer will grant leave with pay to an employee for the purpose of attending contract negotiation meetings on behalf of the Alliance and leave with pay when contract negotiation meetings are held locally.

Preparatory Contract Negotiation Meetings

13.11 When operational requirements permit, the Employer will grant leave with pay to a reasonable number of employees to attend preparatory contract negotiation meetings and leave with pay when contract negotiation meetings are held locally.

Meetings Between the Alliance and Management Not Otherwise Specified in this Article

13.12 When operational requirements permit, the Employer will grant leave with pay to a reasonable number of employees who are meeting with management on behalf of the Alliance.

13.13 Subject to operational requirements, the Employer shall grant leave without pay to a reasonable number of employees to attend meetings of the Board of Directors of the Alliance, meetings of the National Executive of the Components, Executive Board meetings of the Alliance, and

conventions of the Alliance, the Components, the Canadian Labour Congress and the Territorial and Provincial Federations of Labour.

Representatives' Training Courses

13.14 When operational requirements permit, the Employer will grant leave without pay to employees who exercise the authority of a representative on behalf of the Alliance to undertake training related to the duties of a representative.

ARTICLE 14

ILLEGAL STRIKES AND LOCKOUTS

14.01 The Canada Labour Code provides penalties for engaging in illegal strikes and lockouts.

ARTICLE 15

NO DISCRIMINATION

15.01 There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practised with respect to an employee by reason of age, race, creed, colour, national origin, religious affiliation, sex, sexual orientation, family status, mental or physical disability or membership or activity in the union.

15.02 (a) Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.

(b) If by reason of 15.02(a) a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

ARTICLE 16

HARASSMENT AND SEXUAL

16.01 The Alliance and the Employer recognize the right of employees to work in an environment free from harassment and sexual harassment and agree that harassment and sexual harassment will not be tolerated in the work place.

16.02 (a) Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.

- (b) If by reason of **16.02(a)** a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

ARTICLE 17

HOURS OF WORK AND OVERTIME

17.01 For the purposes of this Article,

- e "day" means a twenty-four (24) hour period commencing at 0000 hour;
- "week" means a period of seven (7) consecutive days beginning at 0000 hour Monday morning and ending at 2400 hours the following Sunday night.

17.02 The hours of work shall be five (5) consecutive days per week on a regular and non-rotating basis, the Employer shall schedule the hours of work so that these employees work forty (40) hours per week, eight (8) hours per day, Monday through Friday inclusive between the hours of 8 a.m. and 5 p.m. and with one (1) hour for lunch.

(A) The hours of work shall be scheduled on a rotating basis from Sunday to Saturday between the hours of **12 AM** and **11:59 p.m.**, excluding the supervisor who will work on a non-rotating basis.

(B) This new shift will be subject to review on April 1, **1997**.

17.03 The Employer will review with the local Alliance representative(s) any change in hours of work which the Employer proposes to institute, when such change will affect the majority of the employees governed by the schedule. In all cases following such reviews, the Employer will, where practical, accommodate such employee representations as may have been conveyed by the Alliance representative(s) during the meeting.

By mutual agreement, in writing, the Employer and the local Alliance representative(s) may waive the application of clause **17.07**.

17.04 Schedules of hours of work shall be posted at least fifteen (15) calendar days in advance of the starting date of the new schedule, and the Employer shall, where practical, arrange schedules which will remain in effect for a period of not less than twenty-eight (28) calendar days. The

Employer shall also endeavour, as a matter of policy, to give an employee at least two (2) consecutive days of rest at a time. Such two (2) consecutive days of rest may be separated by a designated paid holiday, and the consecutive days of rest may be in separate calendar weeks.

17.05 The Employer will make every reasonable effort:

(a) not to schedule the commencement of a shift within sixteen (16) hours of the completion of the employee's previous shift,

and

(b) to avoid excessive fluctuation in hours of work.

17.06 When an employee's scheduled shift does not commence and end on the same day, such shift shall be deemed for all purposes to have been entirely worked:

(a) on the day it commenced where half or more of the hours worked fall on that day,

or

(b) on the day it terminates where more than half of the hours worked fall on that day.

Accordingly, the first day of rest will be deemed to start immediately after midnight of the calendar day on which the employee worked or is deemed to have worked his or her last scheduled shift; and the second day of rest will start immediately after midnight of the employee's first day of rest, or immediately after midnight of an intervening designated paid holiday if days of rest are separated thereby.

17.07 **An** employee whose scheduled hours of work are changed without 48 hrs prior notice:

(a) shall be compensated at the rate of time and one-half (1½) for the first full shift worked on a new schedule. Subsequent shifts worked on the new schedule shall be paid for at straight time;

(b) shall retain his or her previously scheduled days of rest next following the change, or, if worked, such days of rest shall be compensated in accordance with clause 17.13.

- 17.08** (a) At any location, the schedules of hours of work, and attendant overtime provisions, may be varied by the Employer, following meaningful consultation with local Alliance representatives, to allow for summer and winter hours and/or flexible hours.
- (b) Within five days of notification of consultation served by either party, the Alliance shall notify the Employer in writing of the representative authorized to act on behalf of the Alliance for consultation purposes.

17.09 Provided sufficient advance notice is given and with the approval of the Employer, employees may exchange shifts if there is no increase in cost to the Employer.

17.10 The daily overtime provisions of the Agreement shall not apply to an employee attending a training course on the instructions of the Employer, except that an employee who performs his or her normal duties during the employee's regular working hours shall be paid at overtime rates for time spent after eight (8) hours performing work, while the employee is in attendance at training sessions.

17.11 Assignment of Overtime Work

Subject to the operational requirements of the service, the Employer shall make every reasonable effort:

(a) To allocate overtime work on an equitable basis among readily available qualified employees,

and

(b) to give employees who are required to work overtime adequate advance notice of this requirement.

17.12 The Alliance is entitled to consult the Chief Executive Officer or the Director of Facilities Management whenever it is alleged that employees are required to work unreasonable amounts of overtime.

17.13 Overtime Compensation

Subject to clause **17.17**, overtime shall be compensated for at the following rates:

(a) time and one-half (1 1/2), except as provided for in clause **17.13** (b) ;

(b) double (2) time for each hour of overtime worked after sixteen (16) hours' work in any twenty-four (24) hour

period or after eight (8) hours' work on the employee's first day of rest, and for all hours worked on the second or subsequent day of rest. Second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest, which may, however, be separated by a designated paid holiday;

- (c) overtime shall be compensated in cash, except where upon request of an employee overtime shall be compensated by leave with pay. The duration of such leave shall be equal to the overtime worked multiplied by the applicable overtime rate. Payment of such leave shall be at the employee's straight-time rate of pay in effect on the date immediately prior to the day on which the leave is taken;
- (d) the Employer shall grant compensatory leave at times convenient to both the employee and the Employer;
- (e) Compensatory leave shall be accumulated up to a maximum running balance of seventy-five (75) hours. Employees having reached the seventy-five (75) hours compensatory leave maximum shall take all compensation earned in cash until the said balance is reduced to less than seventy-five (75) hours.
- (f) Time worked on overtime shall be rounded off to the nearest fifteen (15) minute increment and shall be paid at that rate.

- 17.14 (a) An employee who reports for overtime work as directed on a day of rest shall be paid for the time actually worked, or a minimum of three (3) hours' pay at the applicable overtime rate, whichever is the greater. This clause shall only be applicable to employees who are notified of the overtime work requirement prior to completing their last scheduled shift.
- (b) The minimum payment referred to in 17.14 (a) above, does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with Article 45, Part-time Employees.

17.15 If an employee reports back for overtime work which is not contiguous to either

- (a) the employee's regularly scheduled shift on that day,

or

(b) any other period of work on that day,

the employee shall be paid for the time actually worked; or a minimum of four (4) hours' pay at straight time, whichever is the greater. However, this clause shall be applicable only to employees who are notified of such a non-continuous overtime requirement prior to the completion of either their regularly scheduled shift on that day, or any other period of work on that day, as applicable.

17.16 When an employee reports to work overtime under the conditions described in clause **17.15**, and is required to use transportation services other than normal public transportation services, the employee shall be reimbursed for reasonable expenses incurred as follows:

(a) mileage allowance at the rate normally paid to an employee when authorized by the Employer to use her or his automobile when the employee travels by means of her or his automobile,

or

(b) out-of-pocket expenses for other means of commercial transportation.

Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than the employee's normal place of work, time spent by the employee reporting to work or returning to the employee's residence shall not constitute time worked.

17.17 An employee is entitled to overtime compensation for each completed fifteen (15)-minute period of overtime worked by the employee.

17.18 Rest Periods

The Employer shall schedule two (2) rest periods of fifteen (15) minutes each during each full shift.

17.19 Overtime Meal Allowance

- (a) **An** employee who works three (3) or more hours of overtime,
- (i) immediately before the employee's scheduled hours of work and who has been notified of the requirement prior to the end of the employee's last scheduled work period,

or

- (ii) immediately following the employee's scheduled hours of work,

shall be reimbursed for one (1) meal in the amount of six dollars (\$6.00), except where free meals are provided or when the employee is being compensated on some other basis. Reasonable time with pay, to be determined by management, shall be allowed the employee in order that the employee may take a meal break either at or adjacent to the employee's place of work.

- (b) When an employee works overtime continuously beyond the period provided in (a) above, the employee shall be reimbursed for one (1) additional meal in the amount of six dollars (\$6.00) for each four (4) -hour period of overtime worked thereafter, except where free meals are provided or when the employee is being compensated on some other basis. Reasonable time with pay, to be determined by management, shall be allowed the employee in order that the employee may take a meal break at the employee's place of work.
- (c) This clause shall not apply to an employee who is in travel status which entitles the employee to claim **expenses for lodging and/or meals.**

- 17.20 (a) Notwithstanding the provisions of this Article, employees with the approval of the Employer, may complete their weekly hours of employment in a period other than five (5) full days provided that over a period to be determined by the Employer, employees work an average of forty (40) hours or thirty-seven and one-half (37 1/2) hours per week. In every such period, employees shall be granted days of rest on days not scheduled as normal work days for them.
- (b) Notwithstanding anything to the contrary contained in this Agreement, the implementation of any variation in hours shall not result in any additional overtime work or additional payment by reason only of such variation, nor shall it be deemed to prohibit the right of the Employer to schedule any hours of work permitted by the terms of this Agreement.
 - (c) Any special arrangement may be at the request of either party and must be mutually agreed between the Employer and the majority of employees affected and shall apply to all employees at the work unit.

ARTICLE 18

LEAVE - GENERAL

- 18.01 An employee is entitled, once in each fiscal year, to be informed upon request, of the balance of his or her vacation and sick leave credits.
- 18.02 The amount of leave with pay earned but unused credited to an employee by the Employer at the time when this Agreement is signed, or at the time when the employee becomes subject to this Agreement, shall be retained by the employee.
- 18.03 An employee shall not be granted two (2) different types of leave with pay or monetary remuneration in lieu of leave in respect of the same period of time.
- 18.04 An employee is not entitled to leave with pay during periods he or she is on leave without pay or under suspension.
- 18.05 In the event of termination of employment for reasons other than death or lay-off, the Employer shall recover from any monies owed the employee an amount equivalent to unearned vacation and sick leave taken by the employee, as calculated from the classification prescribed in the employee's certificate of appointment on the date of the termination of the employee's employment.
- 18.06 If at the end of a fiscal year, an employeels entitlement to vacation leave with pay includes a fractional entitlement of less or more than one half (1/2)-day, the entitlement shall be increased to the nearest half (1/2)-day.

ARTICLE 19

DESIGNATED PAID HOLIDAYS

- 19.01 Subject to clause 19.02, the following days shall be designated paid holidays for employees:
- (a) New Year's Day,
 - (b) Good Friday,
 - (c) Easter Monday,
 - (d) the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's Birthday,

- (e) Canada Day,
- (f) Labour Day,
- (g) Canadian Thanksgiving
- (h) Remembrance Day,
- (i) Christmas Day,
- (j) Boxing Day,
- (k) the first Monday in August,
- (l) one additional day when proclaimed by an Act of Parliament as a national holiday.

19.02 **An** employee absent without pay on both his or her full working day immediately preceding and his or her full working day immediately following a designated holiday is not entitled to pay for the holiday, except in the case of an employee who is granted leave without pay under the provisions of Article 13, Leave With or Without Pay For Alliance Business.

19.03 When a day designated as a holiday under clause 19.01 coincides with an employee's day of rest, the holiday shall be moved to the first scheduled working day following the employee's day of rest. When a day that is a designated holiday is so moved to a day on which the employee is on leave with pay, that day shall count as a holiday and not as a day of leave.

When two (2) days designated as holidays under clause 19.01 coincide with an employee's consecutive days of rest, the holidays shall be moved to the employee's first two (2) scheduled working days following the days of rest. When the days that are designated holidays are so moved to days on which the employee is on leave with pay, those days shall count as holidays and not as days of leave.

19.04 When a day designated as a holiday for an employee is moved to another day under the provisions of clause 19.03:

- (a) work performed by an employee on the day from which the holiday was moved shall be considered as work performed on a day of rest,

and

- (b) work performed by an employee on the day to which the holiday was moved, shall be considered as work performed on a holiday.

19.05 When an employee works on a holiday, he or she shall be paid:

- (a) time and one-half ($1\frac{1}{2}$) for all hours worked up to the regular daily scheduled hours of work, and double (2) time thereafter, or two times (2T) the straight-time rate for time worked by him on the holiday when the holiday is not his scheduled day of work and is contiguous to a day of rest on which he also worked and received two times (2T) compensation, in addition to the pay that the employee would have been granted had he or she not worked on the holiday,

or

- (b) upon request, and with the approval of the Employer, the employee may be granted:

- (i) a day of leave with pay (straight-time rate of pay) at a later date in lieu of the holiday,

and

- (ii) pay at one and one-half ($1\frac{1}{2}$) times the straight-time rate of pay for all hours worked up to the regular daily scheduled hours of work,

and

- (iii) pay at two (2) times the straight-time rate of pay for all hours worked by him or her on the holiday in excess of the regular daily scheduled hours of work.

- (c) (i) Subject to operational requirements and adequate advance notice, the employer shall grant lieu days at such times as the employee may request.

- (ii) When in a fiscal year an employee has not been granted all of his or her lieu days as requested by him or her, at the employee's option, such lieu days shall be paid off at his or her straight-time rate of pay or carried over for one year. In all other cases unused lieu days shall be paid off at the employee's straight-time rate of pay.

19.06 When an employee is required to report for work and reports

on a designated holiday, the employee shall be paid the greater of:

(i) compensation in accordance with the provisions of clause **19.05**;

or

(ii) three (3) hours pay at the applicable overtime rate of **pay**.

19.07 Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than the employee's normal place of work, time spent by the employee reporting to work or returning to his or her residence shall not constitute time worked.

19.08 Where a day that is a designated holiday for an employee coincides with a day of leave with pay, that day shall count as a holiday and not as a day of leave.

19.09 Where operational requirements permit, the Employer shall not schedule an employee to work both December 25 and January 1 in the same holiday season.

ARTICLE 20

OTHER LEAVE WITH OR WITHOUT PAY

20.01 Marriage Leave With Pay

(a) After the completion of one (1) year's continuous employment as provided in Clause **2.01 (f)**, and providing an employee gives the Employer at least five (5) days' notice, the employee shall be granted five (5) days' marriage leave with pay for the purpose of getting married.

(b) For an employee with less than two (2) years of continuous employment, in the event of termination of employment for reasons other than death or lay-off within six (6) months after the granting of marriage leave, an amount equal to the amount paid the employee during the period of leave will be recovered by the Employer from any monies owed the employee.

20.02 Bereavement Leave With Pay

For the purpose of this clause, immediate family is defined as father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, spouse

(including common-law spouse resident with the employee), child (including child of common-law spouse), stepchild or ward of the employee, father-in-law, mother-in-law, grandparents of the employee and relative permanently residing in the employee's household or with whom the employee permanently resides.

- (a) When a member of the employee's immediate family dies, an employee shall be entitled to a bereavement period of four (4) consecutive calendar days which does not extend beyond the day following the day of the funeral. During such period the employee shall be paid for those days which are not regularly scheduled days of rest for the employee. In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.
- (b) In special circumstances and at the request of the employee, the four (4)-day bereavement period may be moved beyond the day following the day of the funeral but must include the day of the funeral.
- (c) **An** employee is entitled to one (1) day's bereavement leave with pay for the purpose related to the death of his or her grandchild, son-in-law, daughter-in-law, brother-in-law or sister-in-law.
- (d) If, during a period of compensatory leave, an employee is bereaved in circumstances under which he or she would have been eligible for bereavement leave with pay under paragraph (a), (b) or (c) of this clause, the employee shall be granted bereavement leave with pay and his or her compensatory leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.

If, during a period of paid leave, an employee is bereaved in circumstances under which he would have been eligible for bereavement leave under this clause, he shall be granted bereavement leave and his paid credits shall be restored to the extent of any concurrent bereavement leave granted.

- (e) It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the Chief Executive Officer may, after considering the particular circumstances involved, grant leave with pay for a period greater than that provided for in sub-clauses 20.02 (a) and (c).

20.03 Maternity Leave Without Pay

- (A) (i) **An** employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than thirty-two (32) weeks after the termination date of pregnancy, subject to the Paternity Leave Without Pay clause, 20.04(d).
- (a) Nevertheless, where the employee's newborn child is born prematurely, or is born with, or contracts, a condition that requires its hospitalization within the period defined in subsection (i) above, the period of maternity leave without pay therein defined may be extended beyond the date falling thirty-two (32) weeks after the date of childbirth by a period equal to the period during which the child is hospitalized.
- (b) In any case described in subsection (i) (a) above where the employee has proceeded on maternity leave without pay and then returns to work during all or part of the period during which her newborn child is hospitalized, she may resume her maternity leave without pay when the child's hospitalization is over and remain on maternity leave without pay to the extent provided for in subsection (i) (a).
- (c) The extension described in subsection (i) (a) or (b) shall end no later than fifty-two (52) weeks after the termination date of pregnancy.
- (ii) At its discretion, the Employer may require an employee to submit a medical certificate certifying pregnancy.
- (iii) An employee who has not commenced maternity leave without pay may elect to:
- (a) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates,
- (b) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in the Sick

Leave With Pay Article. For purposes of this clause, illness or injury as defined in the Sick Leave Article shall include medical disability related to pregnancy.

- (B) An employee shall inform the Employer in writing of her plans for taking leave with and without pay to cover her absence from work due to the pregnancy at least four (4) weeks in advance of the initial date of continuous leave of absence during which termination of pregnancy is expected to occur.
- (C) (i) After completion of six (6) months' continuous employment, an employee who agrees to return to work for a period of at least six (6) months and who provides the Employer with proof that she has applied for and is eligible to receive unemployment insurance benefits pursuant to Section 30, Unemployment Insurance Act, 1971, shall be paid a maternity leave allowance in accordance with the Supplementary Unemployment Benefit Plan.
 - (ii) An applicant under clause 20.03(C)(i) shall sign an agreement with the Employer, providing:
 - (a) that she will return to work and work for a period of at least six (6) months, less any period in respect of which she is granted leave with pay;
 - (b) that she will return to work on the date of the expiry of her pregnancy leave, unless this date is modified with the Employer's consent.
 - (iii) Should the employee fail to return to work as per the provisions of clause 20.03(C)(ii)(a) and (b) for reasons other than death or lay-off, the employee recognizes that she is indebted to the Employer for the full amount received as maternity leave allowance.
- (D) In respect of the period of maternity leave, maternity leave allowance payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:
 - (i) where an employee is subject to a waiting period of two (2) weeks before receiving unemployment insurance maternity benefits, an allowance of ninety-three percent (93%) of her weekly rate of

pay for each week of the two-week waiting period less any other monies earned during this period;

and/or

- (ii) up to a maximum of fifteen (15) weeks, payment equivalent to the difference between the UI benefits the employee is eligible to receive and ninety-three percent (93%) of her weekly rate of pay, less any other monies earned during the period which may result in a decrease in UI benefits to which the employee would have been eligible if no extra monies had been earned during this period.
- (iii) (a) for a full-time employee the weekly rate of pay referred to in clause 20.03 (D) (i) and (ii) shall be the weekly rate of pay, to which she is entitled for the classification prescribed in her certificate of appointment of her substantive position, on the day immediately preceding the commencement of the maternity leave;
- (b) for a part-time employee the weekly rate of pay referred to in clause 20.03 (D) (i) and (ii) shall be the full-time weekly rate of pay for the classification prescribed in her certificate of appointment of her substantive position multiplied by the fraction obtained by dividing the employee's assigned hours of work averaged over the last six (6)-month period of continuous employment by the regularly scheduled full-time hours of work for the employee's classification on the day immediately preceding the commencement of the maternity leave.
- (iv) where an employee becomes eligible for a pay increment or an economic adjustment during the benefit period, payments under clause 20.03 (D) (i) or (ii) shall be adjusted accordingly.

(E) Leave granted under this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

20.04 Paternity Leave Without Pay

(a) A male employee who intends to request paternity leave

shall notify the Employer at least fifteen (15) weeks in advance of the expected date of the birth of his child.

- (b) A male employee may request paternity leave without pay at least four (4) weeks prior to the expected date of the birth of his child and, subject to sections (c) and (d) of this clause, shall be granted paternity leave without pay for a period beginning on the date of the birth of his child (or at a later date requested by the employee) and ending not later than twenty-six (26) weeks after the date of the birth of his child.
- (c) The Employer may:
 - (i) defer the commencement of paternity leave without pay at the request of an employee;
 - (ii) require an employee to submit a birth certificate of the child.
- (d) Paternity leave without pay and maternity leave without pay after the termination of pregnancy utilized by an employee-couple in conjunction with the birth of their child shall not exceed a total of twenty-six (26) weeks for both employees combined.
- (e) Leave granted under this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave.

20.05 Adoption Leave Without Pay

- (a) **An** employee who intends to request adoption leave shall notify the Employer as soon as the application for adoption has been approved by the adoption agency.
- (b) **An** employee may request adoption leave without pay at least four (4) weeks prior to the acceptance of custody of a child below the age of majority and, subject to section (c) of this clause, shall be granted adoption leave without pay for a period beginning on the date of such acceptance of custody or at a later date requested by the employee and ending not later than twenty-six (26) weeks after the date of such acceptance of custody.
- (c) The Employer may:
 - (i) defer the commencement of adoption leave without

pay at the request of an employee;

(ii) grant the employee adoption leave with less than four (4) weeks' notice prior to the acceptance of custody;

(iii) require an employee to submit proof of adoption.

(d) Adoption leave without pay utilized by an employee-couple in conjunction with the adoption of a child shall not exceed a total of twenty-six (26) weeks for both employees combined.

(e) Leave granted under this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave.

20.06 Leave Without Pay for the Care and Nurturing of Pre-School Age Children

Subject to operational requirements, an employee shall be granted leave without pay for the personal care and nurturing of the employee's pre-school age children in accordance with the following conditions:

(a) At the request of an employee, leave without pay in one (1) or more periods to a total maximum of five (5) years during an employee's total period of employment shall be for the care and nurturing of pre-school age children.

(b) Leave without pay which is for a period of more than three (3) months, granted under this clause, shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave for the employee involved.

20.07 Leave Without Pay for Personal Needs

Subject to operational requirements, leave without pay will be granted for personal needs in the following manner:

(a) leave without pay for a period of up to three (3) months will be granted to an employee for personal needs;

(b) leave without pay for more than three (3) months but not exceeding one (1) year will be granted to an employee for personal needs;

- (c) an employee is entitled to leave without pay for personal needs only once under each of (a) and (b) of this clause during the employee's period of employment. Leave without pay granted under this clause may not be used in combination with maternity, paternity or adoption leave without the consent of the Employer;
- (d) leave without pay granted under (a) of this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave.
- (e) leave without pay granted under (b) of this clause shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave for the employee involved.

20.08 Leave Without Pay for Relocation of Spouse

- (a) At the request of an employee, leave without pay for a period of up to one (1) year shall be granted to an employee whose spouse is relocated.
- (b) Leave without pay granted under this clause shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave for the employee involved, except where the period of such leave is less than three (3) months. Time spent on such leave which is for a period of more than three (3) months shall not be counted for pay increment purposes.

20.09 Leave With Pay for Family-Related Responsibilities

- (a) For the purpose of this clause, family is defined as spouse (or common-law spouse resident with the employee), dependent children (including children of legal or common-law spouse), parents (including step-parents or foster parents), or any relative permanently residing in the employee's household or with whom the employee permanently resides.
- (b) The Employer shall grant leave with pay under the following circumstances:
 - (i) up to one-half (1/2) day of leave with pay for an appointment to take a dependent family member for medical or dental appointments, or for

appointments with school authorities or adoption agencies;

(ii) up to two (2) consecutive days of leave with pay to provide for the temporary care of a sick member of the employee's family;

(iii) one (1) day's leave with pay for needs directly related to the birth or to the adoption of the employee's child. This leave may be divided into two (2) periods and granted on separate days.

(c) The total leave with pay which may be granted under sub-clauses (b)(i), (ii) and (iii) shall not exceed five (5) days in a fiscal year.

20.10 Court Leave

The Employer shall grant leave with pay to an employee for the period of time he or she is required:

(a) to be available for jury selection;

(b) to serve on a jury;

(c) by subpoena or summons to attend as a witness in any proceeding held:

(i) in or under the authority of a court of justice or before a grand jury,

(ii) before a court, judge, justice, magistrate or coroner,

(iii) before the Senate or House of Commons of Canada or a committee of the Senate or House of Commons otherwise than in the performance of the duties of the employee's position,

(iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it,

or

(v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

20.11 Injury-on-duty Leave

An employee shall be granted injury-on-duty leave with pay for such reasonable period as may be determined by the Employer when a claim has been made pursuant to the Ontario Workers' Compensation Act, and a Workers' Compensation authority has notified the Employer that it has certified that the employee is unable to work because of:

- (a) personal injury accidentally received in the performance of his or her duties and not caused by the employee's willful misconduct,

or

- (b) an industrial illness or a disease arising out of and in the course of the employee's employment,

if the employee agrees to remit to the Weeneebayko Health Ahtuskaywin any amount up to the value received by him or her in compensation for loss of pay resulting from or in respect of such injury, illness or disease providing, however, that such amount does not exceed the amount received from the Employer or does not stem from a personal disability policy for which the employee or the employee's agent has paid the premium.

20.12 Personnel Selection Leave

Where an employee participates in a selection process within the hospital, he/she shall be granted the time with pay.

20.13 Leave With or Without Pay for Other Reasons

At its discretion, the Employer may grant:

- (a) leave with pay when circumstances not directly attributable to the employee prevent his or her reporting for duty. Such leave shall not be unreasonably withheld;
- (b) leave with or without pay for purposes other than those specified in this Agreement. Such leave shall not be unreasonably withheld.

ARTICLE 21

SICK LEAVE WITH PAY

Credits

21.01 **An** employee shall earn sick leave credits at the rate of one and one-quarter (1 1/4) days for each calendar month for which the employee receives pay for at least ten (10) days.

Granting of Sick Leave

21.02 **An** employee shall be granted sick leave with pay when he or she is unable to perform his or her duties because of illness or injury provided that:

(a) he satisfies the Employer of this condition in such manner and at such time as may be determined by the Employer,

and

(b) he has the necessary sick leave credits.

21.03 Unless otherwise informed by the Employer, a statement signed by the employee stating that because of illness or injury he or she was unable to perform his or her duties, shall, when delivered to the Employer, be considered as meeting the requirements of clause 21.02 (a), if the period of leave with pay requested does not exceed five (5) days, but no employee shall be granted more than ten (10) days' sick leave with pay in a fiscal year solely on the basis of statements signed by the employee.

21.04 When an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 21.02, sick leave with pay may, at the discretion of the Employer, be granted to an employee:

(a) for a period of up to twenty-five (25) days if a decision on an application for injury-on-duty leave is being awaited,

or

(b) for a period of up to fifteen (15) days in all other cases,

subject to the deduction of such advanced leave from any sick leave credits subsequently earned.

21.05 When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for the same period, it shall be considered, for the purpose of the

record of sick leave credits, that the employee was not granted sick leave with pay.

- 21.06 Where, in respect of any period of compensatory leave, an employee is granted sick leave with pay on production of a medical certificate, the period of compensatory leave so displaced shall either be added to the compensatory leave period if requested by the employee and approved by the Employer or reinstated for use at a later date.
- 21.07 Sick leave credits earned but unused by an employee during a previous period of employment shall be restored to an employee whose employment was terminated by reason of layoff and who is rehired by Weeneebayko Health Ahtuskaywin within one (1) year from date of layoff.
- 21.08 The Employer agrees that an employee shall not be released for incapacity due to ill health at a date earlier than the date at which the employee will have utilized his or her accumulated sick leave credits.

ARTICLE 22

EDUCATION LEAVE WITHOUT PAY AND CAREER DEVELOPMENT LEAVE

Education Leave Without Pay

- 22.01 The Employer recognizes the usefulness of education leave. Upon written application by the employee and with the approval of the Employer, an employee may be granted education leave without pay for varying periods of up to one (1) year, which can be renewed by mutual agreement, to attend a recognized institution for studies in some field of education in which preparation is needed to fill the employee's present role more adequately or to undertake studies in some field in order to provide a service which the Employer requires or is planning to provide.
- 22.02 At the Employer's discretion, an employee on education leave without pay under this Article may receive an allowance in lieu of salary of up to 100% (one hundred per cent) of the employee's annual rate of pay, depending on the degree to which the education leave is deemed, by the Employer, to be relevant to organizational requirements. Where the employee receives a grant, bursary or scholarship, the education leave allowance may be reduced. In such cases, the amount of the reduction shall not exceed the amount of the grant, bursary or scholarship.
- 22.03 Allowances already being received by the employee may at

the discretion of the Employer be continued during the period of the education leave.

The employee shall be notified when the leave is approved whether such allowances are to be continued in whole or in part.

- 22.04 As a condition of the granting of education leave without pay, an employee shall, if required, give a written undertaking prior to the commencement of the leave to return to the service of the Employer for a period of not less than the period of the leave granted.

If the employee:

- (a) fails to complete the course;
 - (b) does not resume employment with the Employer on completion of the course;
- or
- (c) ceases to be employed, except by reason of death or lay-off, before termination of the period he or she has undertaken to serve after completion of the course;

the employee shall repay the Employer all allowances paid to him or her under this Article during the education leave or such lesser sum as shall be determined by the Employer.

Career Development Leave With Pay

- 22.05 (a) Career development refers to an activity which in the opinion of the Employer is likely to be of assistance to the individual in furthering his or her career development and to the organization in achieving its goals. The following activities shall be deemed to be part of career development:
- (i) a course given by the Employer;
 - (ii) a course offered by a recognized academic institution;
 - (iii) a seminar, convention or study session in a specialized field directly related to the employee's work.
- (b) Upon written application by the employee, and with the approval of the Employer, career development leave with

pay may be given for any one of the activities described in sub-clause 22.05(a) above. The employee shall receive no compensation under the Overtime and Travelling Time provisions of the relevant collective agreement during time spent on career development leave provided for in this clause.

- (c) Employees on career development leave shall be reimbursed for all reasonable travel and other expenses incurred by them which the Employer may deem appropriate.

Examination Leave With Pay

22.06 At the Employer's discretion, examination leave with pay may be granted to an employee for the purpose of writing an examination which takes place during the employees scheduled hours of work. Such leave will only be granted where, in the opinion of the Employer, the course of study is directly related to the employee's duties or will improve his or her qualifications.

ARTICLE 23

VACATION LEAVE

23.01 Vacation Year

The vacation year shall be from April 1st to March 31st of the following calendar year, inclusive.

23.02 Accumulation of Vacation Leave Credits

An employee shall, during the vacation year, earn vacation leave credits at the following rates for each calendar month during which he receives at least ten (10) days' pay:

- (a) one and one-quarter ($1\frac{1}{4}$) days until the month in which the anniversary of the employee's eighth (8th) year of continuous employment occurs;
- (b) one and two-thirds ($1\frac{2}{3}$) days commencing with the month in which the employee's eighth (8th) anniversary of continuous employment occurs;
- (c) two and one-twelfth ($2\frac{1}{12}$) days commencing with the month in which the employee's fifteenth (15th) anniversary of service occurs;
- (d) two and one-half ($2\frac{1}{2}$) days commencing with the month

in which the employee's twenty-fifth (25th) anniversary of continuous employment occurs;

- (e) effective date of signing the words "continuous employment" in this clause to be changed to "service".
- (f) for the purpose of clause 23.02 only, all service with the Federal Public Service, Con-Ex, Cameron Security Services, Douglas N. Cameron Construction Ltd., Ralson Construction, Moose Band Development Corporation and Weeneebayko Health Ahtuskaywin shall count toward vacation leave.

Entitlement to Vacation Leave With Pay

23.03 **An** employee is entitled to vacation leave with pay to the extent of the employee's earned credits but an employee who has completed six (6) months of continuous employment may receive an advance of credits equivalent to the anticipated credits for the vacation year.

Scheduling of Vacation Leave With Pay

23.04 Employees are expected to take all their vacation leave during the vacation year in which it is earned.

23.05 The Employer shall, subject to the operational requirements of the service, make every reasonable effort to:

- (a) schedule an employee's vacation leave in the vacation year in which it is earned;
- (b) schedule the employee's vacation leave with pay for at least two (2) consecutive weeks, during the period requested, provided written notice of the period requested is given by the employee as soon as possible, but at least two (2) weeks prior to planned vacation when the leave is in excess of two (2) days and two (2) day's notice when the vacation leave is two (2) days or less and the Employer shall make every reasonable effort to grant such requests having regard to seniority;
- (c) schedule the employee's vacation leave with pay on any other basis than that specified in clause 23.05 (b), if the employee gives the Employer at least five (5) days' advance written notice for requests of vacation leave with pay of five (5) days or less.

23.06 Upon request from the employee, the Employer may for good and sufficient reason schedule vacation leave with pay on

shorter notice than that specified in clauses 23.05 (b) and 23.05 (c) (i.e. hunting, personal emergencies, etc.).

- 23.07 If an employee requests vacation leave with pay in accordance with clause 23.05 and the Employer denies his request due to the operational requirements of the service, the Employer agrees to make every reasonable effort, subject to the operational requirements of the service, to comply with any subsequent request made by the employee concerning his vacation leave.
- 23.08 The Employer shall give an employee as much notice in writing as is practicable and reasonable of approval, disapproval or cancellation of a request for vacation. In the case of disapproval, alteration or cancellation of such leave, the Employer shall give the written reason therefore, upon written request from the employee.
- 23.09 Where, in respect of any period of vacation leave with pay, an employee is granted:
- (a) bereavement leave,
- or
- (b) leave with pay because of illness in the immediate family,
- or
- (c) sick leave on production of a medical certificate, the period of vacation leave with pay so displaced shall either be added to the vacation period if requested by the employee and approved by the Employer or reinstated for use at a later date.

Carry-Over Provisions

- 23.10 (a) Where in any vacation year the Employer has not granted all of the vacation leave credited to the employee, the unused portion of the employee's vacation leave shall be carried over into the following vacation year. Carry-over beyond one year shall be by mutual consent.
- (b) During any vacation year, upon application by the employee and at the discretion of the Employer, earned but unused vacation leave credits in excess of fifteen (15) days may be paid in cash at the employee's daily rate of pay as calculated from the classification prescribed in the employee's certificate of appointment

of the employee's substantive position on March 31st, of the previous vacation year.

Recall from Vacation Leave With Pay

- 23.11** (a) The Employer shall make every reasonable effort not to recall an employee to duty after the employee has proceeded on vacation leave with pay.
- (b) Where, during any period of vacation leave with pay, an employee is recalled to duty, the employee shall be reimbursed for reasonable expenses, as normally defined by the Employer, that the employee incurs:
- (i) in proceeding to the employee's place of duty,
- and
- (ii) in returning to the place from which the employee was recalled if the employee immediately resumes vacation upon completing the assignment for which the employee was recalled,
- after submitting such accounts as are normally required by the Employer.
- (c) The employee shall not be considered as being on vacation leave with pay during any period in respect of which the employee is entitled under clause **23.11** (b) to be reimbursed for reasonable expenses incurred by the employee.

Cancellation of Vacation Leave With Pay

- 23.12** When the Employer cancels or alters a period of vacation leave with pay which it has previously approved in writing, the Employer shall reimburse the employee for the non-returnable portion of vacation contracts and reservations made by the employee in respect of that period, subject to the presentation of such documentation as the Employer may require. The employee will make every reasonable attempt to mitigate any losses incurred and will provide proof of such action to the employer.

Leave When Employment Terminates

- 23.13** When an employee dies or otherwise ceases to be employed,
- (a) The employee or the employee's estate shall be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave with

pay to the employee's credit by the daily rate of pay to which the employee is entitled by virtue of the certificate of appointment in effect at the time of the termination of the employee's employment;

or

(b) the Employer shall grant, if requested by an employee, vacation leave with pay to the employee's credit in an amount sufficient to meet the minimum service requirements for severance pay. The balance of the employee's unused vacation leave credits shall be paid in accordance with clause **23.13** (a).

23.14 In the event of termination of employment for reasons other than death or lay-off, the Employer shall recover from any monies owed the employee an amount equivalent to unearned vacation leave taken by the employee, calculated on the basis of the daily rate of pay to which the employee is entitled by virtue of the certificate of appointment in effect at the time of the termination of the employee's employment.

Advance Payments

23.15 The Employer agrees to issue advance payments of estimated net salary for vacation periods of two (2) or more complete weeks, provided a written request for such advance payment is received from the employee at least six (6) weeks prior to the last pay day before the employee's vacation period commences.

23.16 Providing the employee has been authorized to proceed on vacation leave for the period concerned, pay in advance of going on vacation shall be made prior to departure. Any overpayment in respect of such pay advances shall be an immediate first charge against any subsequent pay entitlements and shall be recovered in full prior to any further payment of salary.

23.17 Furlough Leave

An employee who, on the day that this Agreement is signed, is entitled to receive furlough leave, that is to say, five (5) weeks' leave with pay upon completing twenty (20) years of continuous employment, retains his or her entitlement to furlough leave subject to the conditions respecting the granting of such leave that are in force on the day that this Agreement is signed.

23.18 Provided past service with the Federal Public Service, Con-

Ex, Cameron Security Services, Douglas N. Cameron Construction Ltd., Ralson Construction, Moose Band Development Corporation, Weeneebayko Health Ahtuskaywin, and Ian Martin Ass. has not been interrupted by a continuous break exceeding three (3) months, for reasons other than dismissal, discharge, release or abandonment of position, such service shall count towards the qualifying period of continuous employment for the purpose of determining vacation leave entitlements.

ARTICLE 24

SEVERANCE PAY

24.01 Under the following circumstances and subject to clause 24.02, an employee shall receive severance benefits calculated on the basis of the employee's weekly rate of pay:

(a) Lay-off

- (i) On the first lay-off two (2) weeks' pay for the first complete year of continuous employment and one (1) week's pay for each additional year of employment.
- (ii) On second or subsequent lay-off one (1) week's pay for each complete year of continuous employment, less any period in respect of which the employee was granted severance pay under sub-clause (a)(i) above.

(b) Resignation

On resignation, subject to sub-clause 24.01(d) and with ten (10) or more years of continuous employment, one-half (1/2) week's pay for each complete year of continuous employment up to a maximum of twenty-six (26) years with a maximum benefit of thirteen (13) weeks' pay.

(c) Retirement

On retirement, a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by 365, to a maximum of thirty (30) weeks' pay.

(d) Death

If an employee dies, there shall be paid to the employee's estate a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by 365, to a maximum of thirty (30) weeks' pay, regardless of any other benefit payable.

(e) Release for Incapacity or Incompetence

(i) When an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of incapacity shall receive one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.

(ii) When an employee has completed more than ten (10) years of continuous employment and ceases to be employed by reason of incompetence, shall receive one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.

24.02 Severance benefits payable to an employee under this Article shall be reduced by any period of continuous employment in respect of which the employee was already granted any type of termination benefit. Under no circumstances shall the maximum severance pay provided under clause **24.01** be pyramided.

24.03 The weekly rate of pay referred to in the above clauses shall be the weekly rate of pay to which the employee is entitled for the classification prescribed in the employee's certificate of appointment on the date of the termination of the employee's employment.

ARTICLE 25**WASH-UP TIME**

25.01 Where the Employer determines that due to the nature of work there is a clear cut need, was@-up time up to a maximum of ten (10) minutes will be permitted before the end of the working day.

ARTICLE 26

PAY ADMINISTRATION

- 26.01 **An** employee is entitled to be paid for services rendered at the pay specified in Appendix "A".
- 26.02 The rates of pay set forth in Appendix "A" shall become effective on the date specified.
- 26.03 If, during the term of this agreement, a new classification standard for a group is established by the Employer, the Employer shall, before applying rates of pay to new levels resulting from the application of the standard, negotiate with the Alliance the rates of pay and the rules affecting the pay of employees on their movement to the new levels.
- 26.04 When an employee is required by the Employer to substantially perform the duties of a higher classification level in an acting capacity and performs those duties for at least two (2) days or shifts, the employee shall be paid acting pay calculated from the date on which he or she commenced to act as if he or she had been appointed to that higher classification level for the period in which he or she acts.
- 26.05 When the regular pay day for an employee falls on his or her day of rest, every effort shall be made to issue his or her cheque on his or her last working day, provided it is available at his or her regular place of work.

ARTICLE 27

TRAVELLING TIME

- 27.01 For the purposes of this Agreement, travelling time is compensated for only in the circumstances and to the extent provided for in this Article.
- 27.02 When an employee is required to travel outside his or her headquarters area on Employer business, as these expressions are defined by the Employer, the time of departure and the means of such travel shall be determined by the Employer and the employee will be compensated for travel time in accordance with clauses 27.03 and 27.04. Travelling time shall include time necessarily spent at each stop-over enroute provided such stop-over is not longer than three (3) hours.
- 27.03 For the purposes of clauses 27.02 and 27.04, the travelling time for which an employee shall be compensated is as follows:

For travel by public transportation, the time between the scheduled time of departure and the time of arrival at a destination, including the normal travel time to the point of departure, as determined by the Employer.

For travel by private means of transportation, the normal time as determined by the Employer, to proceed from the employee's place of residence or work place, as applicable, direct to the employee's destination and, upon the employee's return, direct back to the employee's residence or work place.

In the event that an alternate time of departure and/or means of travel is requested by the employee, the Employer may authorize such alternate arrangements, in which case compensation for travelling time shall not exceed that which would have been payable under the Employer's original determination.

27.04 If an employee is required to travel as set forth in clauses **27.02** and **27.03**:

- (a) On a normal working day on which the employee travels but does not work, the employee shall receive his or her regular pay for the day.
- (b) On a normal working day on which the employee travels and works, the employee shall be paid:
 - (i) his regular pay for the day for a combined period of travel and work not exceeding his or her regular scheduled working hours,
 - and
 - (ii) at the applicable overtime rate for additional travel time in excess of his or her regularly scheduled hours of work and travel, with a maximum payment for such additional travel time not to exceed eight (8) hours' pay at the straight-time rate of pay.
- (c) on a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for hours travelled to a maximum of eight (8) hours' pay at the straight-time rate of pay.

27.05 This Article does not apply to an employee when the employee travels by any type of transport in which he or she is required to perform work, and/or which also serves

as his or her living quarters during a tour of duty. In such circumstances, the employee shall receive the greater of:

(a) on a normal working day, his or her regular pay for the day,

or

(b) pay for actual hours worked in accordance with Article 19, Designated Paid Holidays and the provisions of Article 17, Hours of Work and Overtime.

27.06 Compensation under this Article shall not be paid for travel time to courses, training sessions, conferences and seminars, unless the employee is required to attend by the Employer.

ARTICLE 28

CALL-BACK PAY

28.01 If an employee is called back to work,

(a) on a designated paid holiday which is not the employee's scheduled day of work,

or

(b) on the employee's day of rest,

or

(c) after he or she has completed his or her work for the day and has left his or her place of work, and returns to work he shall be entitled to the greater of:

(i) the appropriate compensation as specified in Article 19, Designated Paid Holidays or Article 17, Hours of Work and Overtime whichever is applicable, for any time worked,

or

(ii) four (4) hours' pay at the straight-time rate of pay, provided that the period worked by the employee is not contiguous to the employee's normal hours of work and he was not notified of such overtime requirements prior to completing his last period of work.

(d) The minimum payment referred to in **28.01(c)(i)** above, does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with clause **45.11**.

28.02 Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than the employee's normal place of work, time spent by the employee reporting to work or returning to his or her residence shall not constitute time worked.

No Pyramiding of Payments

28.03 Payments provided under Article 17, Hours of Work and Overtime and Article 30, Reporting Pay, Article 19 Designated Paid Holidays and Article **29**, Standby and clause **28.01** above shall not be pyramided, that is an employee shall not receive more than one compensation for the same service.

ARTICLE 29

STANDBY

29.01 Where the Employer requires an employee to be available on standby during off-duty hours, an employee shall be entitled to a standby payment of ten dollars (\$10) for each eight (8) consecutive hours or portion thereof that he or she is on standby.

29.02 **An** employee designated by letter or by list for standby duty shall be available during his or her period of standby at a known telephone number and be available to return for duty as quickly as possible if called. In designating employees for standby, the Employer will endeavour to provide for the equitable distribution of standby duties.

29.03 **No** standby payment shall be granted if an employee is unable to report for duty when required.

29.04 **An** employee on standby who is required to report for work shall be paid, in addition to the standby pay, the greater of:

(a) the applicable overtime rate for the time worked,

or

(b) the minimum of four (4) hours' pay at the hourly rate

of pay, except that this minimum shall apply only the first time that an employee is required to report for work during a period of standby of eight (8) hours.

- 29.05 Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than an employee's normal place of work, time spent by the employee reporting to work or returning to his or her residence shall not constitute time worked.

No Pyramiding of Payments

- 29.06 Payments provided under Article 17, Hours of Work and Overtime, Article 30, Reporting Pay, Article 19, Designated Paid Holiday and Article 28, Call-back Pay and clause 29.04 above shall not be pyramided, that is an employee shall not receive more than one compensation for the same service.

ARTICLE 30

REPORTING PAY

- 30.01 **An** employee who reports for work on the employee's scheduled shift shall be paid for the time actually worked, or a minimum of four (4) hours' pay at straight time, whichever is the greater.

ARTICLE 31

SHIFT PREMIUMS

- 31.01 Employees shall receive a premium for work as follows:

- (a) Evening Shift: For work between the hours of 4 p.m. to midnight, \$1.00 per hour;
- (b) Night shift: For work between the hours of midnight to 8 a.m., \$1.00 per hour.
- (c) Weekend Premium: Employees shall receive an additional premium of \$0.75 cents per hour for work on a Saturday and/or Sunday for all regularly scheduled hours at straight time rates.

- 31.02 Evening and Night Shift Premiums are applicable to the weekend as well as the Weekend Premium.

ARTICLE 32**STATEMENT OF DUTIES**

- 32.01 Upon completion of the organizational review and the development of new statement of duties, an employee shall be provided with a complete and current statement of the duties and responsibilities of his or her position, including the classification level and, where applicable, the point rating allotted by factor to his or her position, and an organization chart depicting the position's place in the organization.

ARTICLE 33**SUSPENSION AND DISCIPLINE**

- 33.01 **An** employee requiring discipline shall be notified of his discipline in writing, within a reasonable timeframe, following the incident. A copy of the notice shall be sent to the Secretary of the Union at the same time.
- 33.02 When an employee is suspended from duty, the Employer undertakes to notify the employee in writing of the reason for such suspension. The Employer shall endeavour to give such notification at the time of suspension.
- 33.03 The Employer shall notify the local representative of the Alliance that such suspension has occurred.
- 33.04 When an employee is required to attend a meeting, the purpose of which is to render a disciplinary decision concerning him or her, the employee is entitled to have, at his or her request, a representative of the Alliance attend the meeting. Where practicable, the employee shall receive a minimum of one day's notice of such a meeting.
- 33.05 The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee the content of which the employee was not aware of at the time of filing or within a reasonable period thereafter.
- 33.06 **Any** document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee shall be destroyed after two (2) years have elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period.

ARTICLE 34

EMPLOYEE PERFORMANCE REVIEW AND EE FILES

- 34.01 (a) When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. A copy of the assessment form will be provided to the employee at that time. An employee's signature on his or her assessment form will be considered to be an indication only that its contents have been read and shall not indicate the employee's concurrence with the statements contained on the form.
- (b) The Employer's representative(s) who assess an employee's performance must have observed or been aware of the employee's performance for at least one-half (1/2) of the period for which the employee's performance is evaluated.
- (c) An employee has the right to make written comments to be attached to the performance review form.
- 34.02 (a) Prior to an employee performance review the employee shall be given:
- (i) the evaluation form which will be used for the review;
- (ii) any written document which provides instructions to the person conducting the review;
- (b) if during the employee performance review, either the form or instructions are changed they shall be given to the employee.
- 34.03 Upon written request of an employee, the personnel file of that employee shall be made available once per year for his or her examination in the presence of an authorized representative of the Employer.

ARTICLE 35

HEALTH AND SAFETY

- 35.01 The Employer shall make reasonable provisions for the occupational safety and health of employees. The Employer will welcome suggestions on the subject from the Alliance, and the parties 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.

35.02 (i) All rights, privileges and obligations established under the laws of the Province of Ontario in respect of occupational health and safety shall form part of this Agreement.

(ii) If it is found that this bargaining unit falls to the federal jurisdiction then "the laws of the Government of Canada" shall replace "the laws of the Province of Ontario".

35.03 In the event that an employee alleges the existence of any unsafe practice or unsafe condition, any employee concerned has an obligation to immediately report such a practice or condition to the Employer.

35.04 The parties recognize the importance of safety provisions for the welfare of the employees and protection of employer's property. There shall be a permanent health and safety committee consisting of at least two persons selected in equal numbers by the Alliance and the Employer. The names of the committee members shall be posted on the Employer bulletin boards. The committee shall investigate, discuss and submit recommendations calculated to relieve against any unsafe conditions that may exist. These recommendations are to be submitted to the Employer and the Employer agrees to make reasonable efforts to improve any safety defect which the committee may call to its attention. The committee shall meet at least once every three months. The member or members representing the bargaining unit employees shall designate in writing to the Employer one of their members to inspect the physical condition of the workplace, not more often than once a month and to investigate cases of serious accident. The committee shall keep minutes of its meetings and copies shall be sent to the Employer and the Alliance.

In the event of vacancies arising in any of the positions on the committee, it will be the responsibility of either party who has the vacancy to fill such vacancy, within ten days by written notice to the other party, of their appointee.

ARTICLE 36

JOINT CONSULTATION

36.01 The parties acknowledge the mutual benefits to be derived from joint consultation and are prepared to enter into discussion aimed at the development and introduction of

appropriate machinery for the purpose of providing joint consultation on matters of common interest.

- 36.02 Within five (5) days of notification of consultation served by either party, the Alliance shall notify the Employer in writing of the representatives authorized to act on behalf of the Alliance for consultation purposes.
- 36.03 Upon request of either party, the parties to this Agreement shall consult meaningfully at the appropriate level about contemplated changes in conditions of employment or working conditions not governed by this Agreement.
- 36.04 Without prejudice to the position the Employer or the Alliance may wish to take in future about the desirability of having the subjects dealt with by the provisions of collective agreements, the subjects that may be determined as appropriate for joint consultation will be by agreement of the parties.

ARTICLE 37

NATIONAL JOINT COUNCIL AGREEMENTS

- 37.01 Agreements concluded by the National Joint Council of the Public Service on items which may be included in a collective agreement, are included and form part of this agreement.
- 37.02 NJC items which may be included in a collective agreement are those items which the parties to the NJC agreements have designated as such or upon which the Chairman of the Public Service Staff Relations Board has made a ruling pursuant to clause (c) of the NJC Memorandum of Understanding which became effective December 6, 1978.
- 37.03 The following directives, policies or regulations, as amended from time to time by National Joint Council recommendation and which have been approved by the Treasury Board of Canada, form part of this collective agreement:

(1) Foreign Service Directives;

(2) (a) Travel Policy:

For the following employees and their immediate families as defined by the Isolated Post Directive: W. Corston Jr., L. Corston, J. Quaquachan, W. Gunner, Jeff Gunner, C. Trapper and Irwin Keesic. 100% of the present equivalent

airfare Moose Factory to Toronto return (\$1,025.06) shall be paid in cash twice per year, April 1, October 1, with no receipts required.

- (b) For all new employees they shall go to the same system as the Hospital Unit known as an accountable advance.
- (c) The four travel days that are incorporated in the Travel Policy for Isolated Post Directive shall henceforth be used in conjunction with any vacation leave usage.

(3) Withdrawal from Work in Imminent Danger Policy and Procedures;

(4) Isolated Post Allowance:

Employees shall receive an Isolated Post Allowance in addition to the Rates of Pay:

Such allowance shall be based upon the Isolated Post Directive.

(5) Clothing Policy;

(6) Living Accommodation Charges Policy;

(7) First Aid to the General Public - Allowance for Employees;

(8) Memorandum of Understanding on the Definition of the Word "Spouse";

(9) Relocation Policy;

(10) Commuting Assistance Policy;

(11) Bilingualism Bonus Policy (English and Cree only);

Health/Safety Standards (12/27):

(12) Boilers and Pressure Vessels;

(13) Dangerous Substances;

(14) Electrical;

(15) Elevating Devices;

(16) First Aid;

- (17) Hand Tools and Portable Power Tools;
- (18) Hazardous Confined Spaces;
- (19) Machine Guarding;
- (20) Materials Handling;
- (21) Motor Vehicle Operations;
- (22) Noise Control and Hearing Conservation;
- (23) Personal Protective Equipment;
- (24) Pesticides;
- (25) Elevated Work Structures;
- (26) Use and Occupancy of Buildings;
- (27) Sanitation;
- (28) Work Force Adjustment Policy.

During the term of this Collective Agreement, other directives, policies or regulations may be added to the above-noted list.

- 37.04** Grievances in regard to the above directives, policies or regulations shall be filed in accordance with clause **38.01** of the Article on grievance procedure in this Collective Agreement.

ARTICLE 38

GRIEVANCE AND ARBITRATION PROCEDURE

- 38.01** In cases of alleged misinterpretation or misapplication arising out of Article **40** of this collective agreement the grievance procedure will be in accordance with this article.
- 38.02** An employee who feels that he or she has been treated unjustly or considers himself or herself aggrieved by any action or lack of action by the Employer in matters other than those arising from the classification process is entitled to present a grievance in the manner prescribed in clause **38.04** except that where the grievance relates to the interpretation or application of this Collective Agreement or an Arbitral Award, the employee is not

entitled to present the grievance unless he or she has the approval of and is represented by the Alliance.

38.03 Except as otherwise provided in this Agreement a grievance shall be processed by recourse to the following levels:

(a) Level 1 - Director of Facilities Management;

(b) Level 2 - Chief Executive Officer

38.04 The Employer shall designate a representative at each level in the grievance procedure and shall inform each employee to whom the procedure applies of the name or title of the person so designated together with the name or title and address of the immediate supervisor to whom a grievance is to be presented. This information shall be communicated to employees by means of notices posted by the Employer 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 by agreement between the Employer and the Alliance.

38.05 An employee who wishes to present a grievance at a prescribed level in the grievance procedure, shall transmit this grievance to his or her immediate supervisor 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 or her.

38.06 Where it is necessary to present a grievance by mail, the grievance shall be deemed to have been presented on the day on which it is postmarked and it shall be deemed to have been received by the Employer on the date it is delivered to the appropriate office. Similarly the Employer shall be deemed to have delivered a reply at any level on the date on which the letter containing the reply is postmarked, but the time limit within which the grievor may present his or her grievance at the next higher level shall be calculated from the date on which the Employer's reply was delivered to the address shown on the grievance form.

38.07 A grievance of an employee shall not be deemed to be invalid by reason only that it is not in accordance with

the form supplied by the Employer.

- 38.08** An employee may be assisted and/or represented by the Alliance when presenting a grievance at any level.
- 38.09** The Alliance shall have the right to consult with the Employer with respect to a grievance at each level of the grievance procedure. Where consultation is with the Chief Executive Officer, the Chief Executive Officer shall render the decision.
- 38.10** An employee may present a grievance to the First Level of the procedure in the manner prescribed in clause **38.04**, not later than the twenty-fifth (25th) day after the date on which he or she is notified orally or in writing or on which he or she first becomes aware of the action or circumstances giving rise to grievance. The Alliance may also present a grievance to the employer.
- 38.11** The Employer shall normally reply to a grievance, at any level in the grievance procedure, except the final level, within ten (10) days after the date the grievance is presented at that level. Where such decision or settlement is not satisfactory to the employee or the Alliance, the grievor may submit a grievance at the next higher level in the grievance procedure within ten (10) days after that decision or settlement has been conveyed to the grievor in writing.
- 38.12** If the Employer does not reply within fifteen (15) days from the date that a grievance is presented at any level, except the final level, the employee or the Alliance may, within the next ten (10) days, submit the grievance at the next higher level of the grievance procedure.
- 38.13** The Employer shall normally reply to an employee's grievance or Alliance grievance at the final level of the grievance procedure within thirty (30) days after the grievance is presented at that level.
- 38.14** Where an employee has been represented by the Alliance in the presentation of his or her grievance, the Employer will provide the appropriate representative of the Alliance 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.
- 38.15** The decision given by the Employer at the Final Level in the grievance procedure shall be final and binding upon the employee unless the grievance is a class of grievance that may be referred to arbitration.

- 38.16 In determining the time within which any action is to be taken as prescribed in this procedure, Saturdays, Sundays, designated paid holidays and vacations shall be excluded.
- 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 Alliance representative.
- 38.18 Where it appears that the nature of the grievance is such that a decision cannot be given below a particular level of authority, any or all the levels, except the final level, may be eliminated by agreement of the Employer and the employee, and, where applicable, the Alliance.
- 38.19 Where the Employer discharges an employee, the grievance procedure set forth in this Agreement shall apply except that the grievance shall be presented at the final level only.
- 38.20 **An** employee may abandon a grievance by written notice to his or her immediate supervisor.
- 38.21 **An** employee and/or the Alliance who fails to present a grievance to the next higher level within the prescribed time limits shall be deemed to have abandoned the grievance, unless the employee and/or the Alliance was unable to comply with the prescribed time limits due to circumstances beyond their control.
- 38.22 **No** person who is employed in a managerial or confidential capacity shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause an employee and/or the Alliance to abandon their grievance or refrain from exercising their right to present a grievance as provided in this Collective Agreement.
- 38.23 Where an employee or the Alliance has presented a grievance up to and including the Final Level in the grievance procedure with respect to:
- (a) the interpretation or application in respect of him or her of a provision of this Collective Agreement or a related arbitral award,
- or
- (b) disciplinary action resulting in discharge, suspension or a financial penalty,

and the grievance has not been dealt with to their satisfaction, they may refer the grievance to arbitration in accordance with the Ontario Labour Relations Act.

38.24 Where a grievance that may be presented by an employee to arbitration is a grievance relating to the interpretation or application in respect of him or her of a provision of a Collective Agreement or an arbitral award, the employee is not entitled to refer the grievance to arbitration unless the bargaining agent for the bargaining unit to which the Collective Agreement or arbitral award applies signifies in prescribed manner:

(a) its approval of the reference of the grievance to arbitration,

and

(b) its willingness to represent the employee in the arbitration proceedings.

Arbitration Procedure

38.25 Where a difference arises between the Employer and an employee or the Employer and the Alliance 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 this Agreement has been violated, either of the parties may, after duly exhausting the Grievance Procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration. The Employer and the Alliance shall then endeavour to select an impartial arbitrator to hear evidence and argument and decide the grievance. If they fail to agree upon such arbitrator within seven days of the receipt of such notice in writing by the party to whom it is addressed, either party may then request the Minister of Labour to appoint an arbitrator. The arbitrator so selected or appointed shall hear and determine the dispute or allegation and shall issue his decision, which shall be final and binding upon the parties and upon any employee affected by it. The arbitrator shall not have jurisdiction to entertain any grievance which has not been duly processed through the Grievance Procedure. The Employer and the Alliance shall each pay one-half of the fees and disbursements of the arbitrator.

38.26 The arbitrator shall not have any authority to alter or amend in any way the provisions of this Agreement; to

substitute any new provisions in lieu thereof; to give any decision inconsistent with or contrary to the terms and conditions of this Agreement; or in any way to modify, add to or delete from any provision of this Agreement.

- 38.27 An employee may be represented by a representative of the Alliance at any step of the grievance and arbitration procedure.
- 38.28 Grievance and grievance replies and referrals to arbitration may be made by registered mail and in such cases shall be deemed to have been presented on the day on which they are postmarked and received on the day which they were received as being delivered.

ARTICLE 39

TECHNOLOGICAL CHANGE

- 39.01 The parties have agreed that in cases where as a result of technological change the services of an employee are no longer required beyond a specified date because of lack of work or the discontinuance of a function, the National Joint Council Work Force Adjustment agreement will apply. In all other cases the following clauses will apply.
- 39.02 In this Article "Technological Change" means:
- (a) the introduction by the Employer of equipment or material of a different nature than that previously utilized;
- and
- (b) a change in the Employer's operation directly related to the introduction of that equipment or material.
- 39.03 Both parties recognize the overall advantages of technological change and will, therefore, encourage and promote technological change in the Employer's operations. Where technological change is to be implemented, the Employer will seek ways and means of minimizing adverse effects on employees which might result from such changes.
- 39.04 The Employer agrees to provide as much advance notice as is practicable but, except in cases of emergency, not less than one hundred and eighty (180) days written notice to the Alliance of the introduction or implementation of technological change when it will result in significant changes in the employment status or working conditions of the employees.

39.05 The written notice provided for in clause 39.04 will provide the following information:

- (a) The nature and degree of change.
- (b) the anticipated date or dates on which the employer plans to effect change.
- (c) The location or locations involved.

39.06 As soon as reasonably practicable after notice is given under clause 39.04, the Employer shall consult with the Alliance concerning the effects of the technological change referred to in clause 39.04 on each group of employees. Such consultation will include but not necessarily be limited to the following:

- (a) The approximate number, class and location of employees likely to be affected by the change.
- (b) the effect the change may be expected to have on working conditions or terms and conditions of employment on employees.

39.07 When, as a result of technological change, the Employer determines that an employee requires new skills or knowledge in order to perform the duties of his substantive position, the Employer will make every reasonable effort to provide the necessary training during the employee's working hours and at no cost to the employee.

ARTICLE 40

JOB SECURITY

40.01 There shall be no layoffs during the term of the collective agreement for all employees as of the date of signing.

ARTICLE 41

CONTRACTING OUT

41.01 The hospital shall not contract out any work related to security services usually performed by members of the bargaining unit during the term of the collective agreement.

ARTICLE 42

WORK OF THE BARGAINING UNIT

42.01 Employees not covered by the terms of this agreement shall not perform duties normally assigned to those employees covered by this agreement.

ARTICLE 43

PART-TIME EES

Definition

43.01 Part-time employee means a person whose normal hours of work are less than those established in the Hours of Work Article of this collective agreement.

General

43.02 Part-time employees shall be entitled to all benefits provided under this collective agreement in the same proportion as their normal weekly hours of work compare with the normal weekly hours of work of full-time employees unless otherwise specified in this Agreement.

43.03 Part-time employees shall be paid at the straight-time rate of pay for all work performed up to the normal daily or weekly hours specified for a full-time employee.

43.04 The days of rest provisions of this agreement apply to part-time employees.

43.05 Leave will only be provided

(i) during those periods in which employees are scheduled to perform their duties;

or

(ii) where it may displace other leave as prescribed in the agreement.

Designated Holidays

43.06 A part-time employee shall not be paid for the designated holidays but shall, instead be paid four decimal two five (4.25) percent for all straight-time hours worked.

43.07 When a part-time employee is required to work on a day which is prescribed as a designated paid holiday for a full-time employee in clause 19.01, the employee shall be paid at time and one-half (1 1/2) of the straight-time rate of pay for all hours worked up to the regular daily

scheduled hours of work as specified in the agreement and double (2T) thereafter.

- 43.08** A part-time employee who reports for work as directed on a day which is prescribed as a designated paid holiday for a full-time employee shall be paid for the time actually worked in accordance with clause **43.07**, or a minimum of four (4) hours pay at the straight-time rate, whichever is greater.

Overtime

- 43.09** Overtime means authorized work performed in excess of the normal daily or weekly hours of work, specified in the collective agreement, of a full-time employee.
- 43.10** Subject to **43.09** a part-time employee who is required to work overtime shall be paid overtime as specified by the relevant Group Specific Agreement.

Call-Back

- 43.11** When a part-time employee meets the requirements to receive call-back pay in accordance with **28.01** and is entitled to receive the minimum payment rather than pay for actual time worked, the part-time employee shall be paid a minimum payment of four (4) hours pay at the straight-time rate.

Reporting Pay

- 43.12** Subject to **43.04**, when a part-time employee meets the requirements to receive reporting pay on a day of rest, in accordance with the reporting pay provision of this agreement, and is entitled to receive a minimum payment rather than pay for actual time worked, the part-time employee shall be paid a minimum payment of four (4) hours pay at the straight-time rate of pay.

Bereavement Leave

- 43.13** Notwithstanding clause **43.02**, there shall be no prorating of a "day" in clause **20.02** - Bereavement Leave With Pay.

Vacation Leave

- 43.14** A part-time employee shall earn vacation leave credits for each month in which the employee receives pay for at least twice the number of hours in the employee's normal work week, at the rate for years of service established in the vacation leave entitlement clause **23.02** specified in the

collective agreement, prorated and calculated as follows,:

- (a) when the entitlement is one and one-quarter ($1 \frac{1}{4}$) days a month, one-quarter of the hours in the employee's work week per month;
- (b) when the entitlement is one and two-thirds ($1 \frac{2}{3}$) days a month, one-third of the hours in the employees work week per month;
- (c) when the entitlement is two and one-twelfth ($2 \frac{1}{12}$) days a month, five-twelfths of the hours in the employee's work week per month;
- (d) when the entitlement is two and a half ($2 \frac{1}{2}$) days a month, one-half of the hours in the employee's work week per month;
- (e) however, a part-time employee who has received or is entitled to receive furlough leave shall have his or her vacation leave credits earned reduced by one-twelfth of the hours in the part-time workweek, beginning in the month in which the twentieth (20th) anniversary of service occurs until the beginning of the month in which his or her twenty-fifth (25th) anniversary of service occurs.

Sick Leave

43.15 A part-time employee shall earn sick leave credits at the rate of one-quarter ($1/4$) of the number of hours in an employees normal workweek for each calendar month in which the employee has received pay for at least twice the number of hours in the employee's normal workweek.

Vacation and Sick Leave Administration

- 43.16** (a) For the purposes of administration of clauses **43.14** and **43.15**, where an employee does not work the same number of hours each week, the normal workweek shall be the weekly average of the hours worked at the straight-time rate calculated on a monthly basis.
- (b) **An** employee whose employment in any month is a combination of both full-time and part-time employment shall not earn vacation or sick leave credits in excess of the entitlement of a full-time employee.

Severance Pay

43.17 Notwithstanding the provisions of Article **24** (Severance

Pay), where the period of continuous employment in respect of which severance benefit is to be paid consists of both full- and part-time employment or varying levels of part-time employment, the benefit shall be calculated as follows: the period of continuous employment eligible for severance pay shall be established and the part-time portions shall be consolidated to equivalent full-time. The equivalent full-time period in years shall be multiplied by the full-time weekly pay rate for the appropriate group and level to produce the severance pay benefit.

ARTICLE 44

VARIABLE HOURS OF WORK

The Employer and the Public Service Alliance of Canada agree that the following conditions shall apply to employees for whom variable hours of work schedules are approved pursuant to the relevant provisions of the collective agreement. This collective agreement is modified by these provisions to the extent specified herein.

It is agreed that the implementation of any such variation in hours shall not result in any additional expenditure or cost by reason only of such variation.

1. General Terms

The scheduled hours of work of any day as set forth in a work schedule, may exceed or be less than the regular workday hours specified in Article 17, Hours of Work and Overtime; starting and finishing times, meal breaks and rest periods shall be determined according to operational requirements as determined by the Employer and the daily hours of work shall be consecutive.

For shift workers such schedules shall provide that an employee's normal workweek shall average the weekly hours per week specified in Article 17, Hours of Work and Overtime over the life of the schedule. The maximum life of a schedule shall be six (6) months.

For day workers, such schedules shall provide that an employee's normal workweek shall average the weekly hours per week specified in Article 17, Hours of Work and Overtime over the life of the schedule. The maximum life of a schedule shall be twenty-eight (28) days.

Whenever an employee changes his or her variable hours or no longer works variable hours, all appropriate adjustments will

be made.

2. Conversion of Days to Hours

The provisions of the collective agreement which specify days shall be converted to hours. Where the agreement refers to a "day", it shall be converted to hours in accordance with the Hours of Work specified in clause 17.03 the collective agreement.

Notwithstanding the above, in Clause 20.02 - Bereavement Leave with Pay, a "day" will have the same meaning as the provisions of the Collective Agreement.

Where the collective agreement specifies a workweek:

- (i) of thirty-seven and one-half (37 1/2) hours, a day shall be converted to seven decimal five (7.5) hours;
- (ii) of forty (40) hours, a day shall be converted to eight (8) hours;

3. Implementation/Termination

Effective the date on which this article applies to an employee, the accrued leave credits shall be converted from days to hours.

A change to the normal weekly hours of work for an employee will require that the accrued hourly credits be reverted to days and recalculated at the changed conversion rate.

Effective the date on which this article ceases to apply to an employee, the accrued vacation, sick leave and lieu day credits shall be converted from hours to days.

4. Leave - General

When leave is granted, it will be granted on an hourly basis and the hours debited for each day of leave shall be the same as the hours the employee would normally have been scheduled to work on that day.

All leave provisions which specify days in the collective agreement shall be converted to hours as follows:

	<u>HOURS</u>	
	<u>7 1/2</u>	<u>a</u>
- five-twelfths (5/12) day	3.125	3.333
- one-half (1/2) day	3.750	4.000
- five-sixths (5/6) days	6.250	6.667
- one (1) day	7.500	8.000
- one and one-quarter (1 1/4) days	9.375	10.0
- one and two-thirds (1 2/3) days	12.500	13.333
- two and one-twelfth (2 1/12) days	15.625	16.667
- two and one-half (2 1/2) days	18.750	20.0

5. Specific Application

For greater certainty, the following provisions shall be administered as provided herein:

Interpretation and Definitions

"Daily rate of pay" - shall not apply.

Overtime

Overtime shall be compensated for all work performed:

- (a) in excess of an employee's scheduled hours of work on a scheduled working day in accordance with the provisions of the collective agreement;
- (b) on days of rest at time and one-half (1 1/2) except that if the overtime is worked by the employee on two (2) or more consecutive and contiguous days of rest, the employee shall be paid at double time for each hour worked on the second and subsequent days of rest. Second and subsequent days of rest means the second and subsequent days in an unbroken series of consecutive and contiguous calendar

days of rest.

Travel

Overtime compensation referred to in clause 27.04 of the collective agreement shall only be applicable on a normal day for hours in excess of the employee's daily scheduled hours of work.

Designated Paid Holidays

- (a) A designated paid holiday shall account for the normal daily hours specified in the collective agreement.
- (b) When an employee works on a Designated Paid Holiday, the employee shall be compensated, in addition to the normal daily hours' pay specified in the collective agreement, time and one-half (1 1/2) up to his or her regular scheduled hours worked and double (2) time for all hours worked in excess of his or her regular scheduled hours.

Vacation Leave

Employees shall earn vacation at the rates prescribed for their years of service as set forth in Article 23, Vacation Leave. Leave will be granted on an hourly basis and the hours debited for each day of vacation leave shall be the same as the employee would normally have been scheduled to work on that day.

Sick Leave

Employees shall earn sick leave credits at the rate prescribed in Article 21, Sick Leave With Pay. Leave will be granted on an hourly basis and the hours debited for each day of sick leave shall be the same as the employee would normally have been scheduled to work on that day.

Acting Pay

The qualifying period for acting pay as specified in Article 26 (Pay Administration), clause 27.07 shall be converted to hours.

Exchange of Shifts

On exchange of shifts between employees, if provided in Article 17, Hours of Work and Overtime, the Employer shall pay as if no exchange had occurred.

Minimum Number of Hours Between Shifts

The provision in Article 17, Hours of Work and Overtime, Clause 18.07 relating to the minimum period between the termination and commencement of the employee's next shift shall not apply to an employee subject to variable hours of work.

ARTICLE 45

UNIFORMS AND PROTECTIVE CLOTHING

SECURITY:

1. At the discretion of the Employer each security guard shall be provided with:
 - 3 pair polyester trousers
 - 2 jackets
 - 3 short sleeve shirts
 - 3 long sleeve shirts
 - 2 ties
 - 2 caps
 - 1 down-filled winter parka
 These remain the property of the Employer.
2. The Employer shall pay one hundred percent (100%) of the cost of indoor footwear for employees once per year.
3. The Employer will also make available at the workplace 2 coveralls and 2 raincoats (one large, one extra large).
4. The above clothing shall be replaced as required to maintain a neat and tidy appearance. The security guards recognize and agree that they must ensure their appearance and bearing is a credit to themselves and to the Employer.
5. Casuals will be issued sufficient uniform items, but not necessarily all items or quantities described in 1. e.g. parkas will not be issued to summer only casuals, nor three (3) trousers or three (3) shirts to casuals working only 2 or 3 shifts per month.

ARTICLE 46

SENIORITY

01 A new employee will be considered to be on probation until he has completed 30 days of work or 240 hours whichever comes first.

02 Definition of Seniority

Full-Time employees shall accumulate seniority on the basis of their service in the bargaining unit.

In the calculation of seniority, work for previous contractors shall be included.

Seniority shall operate on a bargaining unit wide basis. Part-time employees including casual employees, will accumulate seniority on the basis of one years seniority for each 2080 worked.

03 Seniority List

The Hospital shall maintain a Seniority List showing the date upon which each employee's service commenced. **An** up-to-date seniority list shall be sent to the Union and posted on the bulletin board and in the appropriate departments in April of each year.

The seniority list shall be posted for 15 days after which time, such lists will be deemed to be correct.

04 Loss of seniority

An employee shall lose all seniority and service if he:

- a) resigns;
- b) is discharged and not reinstated through the grievance/arbitration procedure;
- c) is retired;
- d) has been laid off for more than **24** months;
- e) is absent due to illness or disability for a period of 30 calendar months from the time the illness or disability commenced.

05 Transfer and Seniority Outside the Bargaining Unit

a) It is understood that an employee shall not be transferred to a position outside the bargaining unit without his consent. Such employees on temporary assignments shall remain members of the bargaining unit.

b) An employee who is transferred to a position outside the bargaining unit, shall not, subject to clause (c) below,



accumulate seniority. In the event the employee is returned to the bargaining unit he shall be credited with the seniority held at the time of the transfer and resume accumulation from the date of return.

c) In the event that an employee is returned to the bargaining unit within six months he shall accumulate seniority during the period of time outside the bargaining unit.

ARTICLE 47

AGREEMENT REOPENER

47.01 This Agreement may be amended by mutual consent.

ARTICLE 48

DURATION

48.01 April 1, 1997 to March 31, 2001.

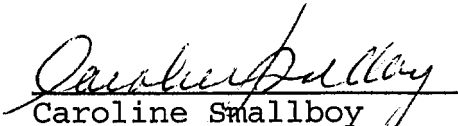
The parties agree to recommend the above Tentative Agreement to their respective principals

DULY EXECUTED by the parties hereto this 5th day of June 2000.

WEENEEBAYKO HEALTH
AHTUSKAYWIN

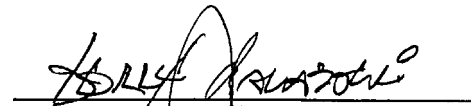


Fred Hunter
Chief Executive Officer

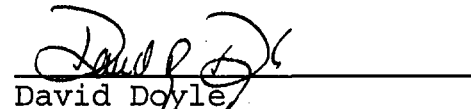


Caroline Smallboy
Human Resources Director

PUBLIC SERVICE
ALLIANCE OF CANADA



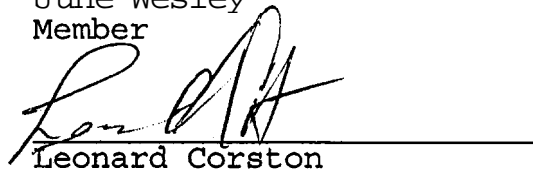
Gerry Halabecki
Regional Executive
Vice-president



David Doyle
Negotiator



June Wesley
Member



Leonard Corston
Member

APPENDIX "A"

RATES OF PAY

See attached.

Appendix "A"

Rates of Pay

Security

April 1, 1997

Security Supervisor	\$15.87
Security Assistant Supervisor	\$15.14
Security Guards	\$14.41

April 1, 1998

Security Supervisor	\$16.19
Security Assistant Supervisor	\$15.44
Security Guards	\$14.70

April 1, 1999

Security Supervisor	\$16.51
Security Assistant Supervisor	\$15.75
Security Guards	\$14.99

April 1, 2000

Security Supervisor	\$16.84
Security Assistant Supervisor	\$16.07
Security Guards	\$15.28

NOTE : Clarica Ltd. will be the carrier of the Dental and
Extended Health Plan, but Weeneebayko Health
Ahtuskaywin reserves the right to change carriers.

Pension Plan

As per the employer's plan dated April 1, 1996.