

Union	
2002 04 01	
2007 03 31	
NO. OF EMPLOYEES	9
NO. OF UNEMPLOYED	df

**COLLECTIVE AGREEMENT**

Between

**WEENEEBAYKO HEALTH AHTUSKAYWIN  
WEENEYBAYKO GENERAL HOSPITAL  
("the Employer")**

and

**THE PUBLIC SERVICE ALLIANCE OF CANADA  
("the Alliance")**

For the

**SECURITY UNIT  
(APPENDIX B)**

**Expiry – March 31, 2007**

**RECEIVED**  
DEC 15 2003

**ENTERED**

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**SECURITY COLLECTIVE AGREEMENT  
APPENDIX B**

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**THE SECURITY COLLECTIVE AGREEMENT SHALL CONSIST OF THE PROVISIONS SET OUT IN BOTH:**

- - THIS APPENDIX B, AND
- 2. THE SHARED PROVISIONS CONTAINED IN THE AGREEMENT SIGNED BY THE HOSPITAL AND PSAC ON Sept. 30, 2007 

## **ARTICLE 6 – RECOGNITION**

6.01 The Employer recognizes the Alliance as the exclusive bargaining agent for all employees employed as security guards by the Employer at Weeneebayko General Hospital in Moose Factory, Ontario excluding the Manager and those above and casual and term employees.

## **ARTICLE 17 – HOURS OF WORK AND OVERTIME**

17.01 For the purposes of this Article,

"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.

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 (1 ½) 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 eighty (80) hours. Employees having reached the eighty (80) hours compensatory leave maximum shall take all compensation earned in cash until the said balance is reduced to less than eighty (80) 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,
  - (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 32 – PREMIUMS**

32.01 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.

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

## **ARTICLE 38 – OTHER AGREEMENTS**

38.01 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.

38.02 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.

38.03 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: William Corston Jr., Leonard Corston, June Quaquachan, William Gunner, Jeff Gunner, Clifford 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;

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

38.04 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 46 – SENIORITY**

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

46.02 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.

#### 46.03 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.

#### 46.04 Loss of Seniority

An employee shall lose all seniority and service if he or she:

- (a) resigns;
- (b) is discharged and not reinstated through the grievance/arbitration procedure;
- (c) is retired;
- (d) is absent due to illness or disability for a period of 30 calendar months from the time the illness or disability commenced.
- (e) is laid off for a period exceeding twelve (12) months;

#### 46.05 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 or her 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 50 – RATES OF PAY

Add the following wage increases to the April 1, 2001 wage rates:

- April 1, 2002 – 0%
- April 1, 2003 – 1%
- April 1, 2004 – 2%
- April 1, 2005 – 2%
- April 1, 2006 – 2%

50.01 The employer and the union agree to incorporate the present pay grids set out in schedule A attached hereto.

This agreement in **no** way affects the parties' right to negotiate changes to the rate of pay.

**ARTICLE 51 – DURATION AND REOPENER**


51.01 The term of the collective agreement shall be from April 1, 2002 to March 31, 2007

51.02 This Agreement may be amended by mutual consent.

DULY EXECUTED BY THE PARTIES THIS 20 DAY OF September, 2002 13. 20.

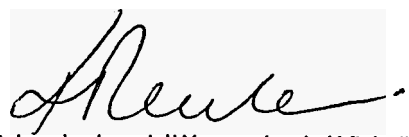


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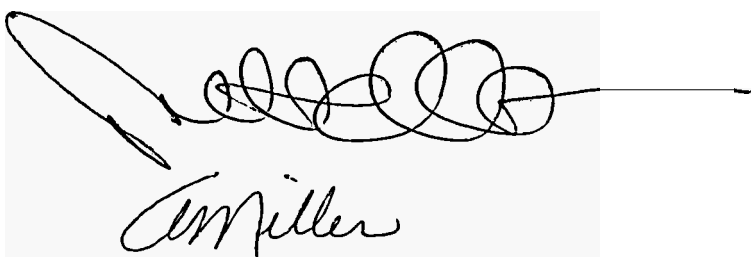


PSAC





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**SCHEDULE A  
RATES OF PAY- SECURITY UNIT**

	April 1st 2002	April 1st 2003	April 1st 2004	April 1st 2005	April 1st 2006
Supervisor	17.18	17.35	17.70	18.05	18.41
Asst. Supervisor	16.39	16.55	16.88	17.22	17.57
Guards	15.60	15.76	16.07	16.39	16.72

\* wage rates are subject to verification

## **SCHEDULE "B" UNIFORMS AND PROTECTIVE CLOTHING**

1. At the discretion of the Employer each security guard shall be provided with:
  - 3 pair trousers
  - 3 short sleeve shirts
  - 3 long sleeve shirts
  - 2 ties
  - 1 three-in-one, all season jacketThese remain the property of the Employer.
2. The employer shall pay one hundred percent (100%) of the cost of indoor safety 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) and one-extra large, hooded parka.
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 them, and to the Employer.
5. Casuals will be issued sufficient uniform items, but not necessarily all items or quantities.

DULY EXECUTED by the parties hereto this 30<sup>th</sup> day of September 2003.

WEENEYBAYKO HEALTH  
AHTUSKAYWIN

PUBLIC SERVICE ALLIANCE  
OF CANADA

Pat Chilton  
Chief Executive Officer



Gerry Halabecki  
Regional Executive Vice President



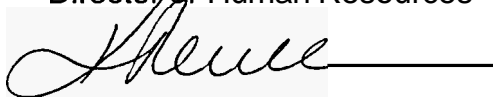
Adrienne Miller  
Hospital Administrator



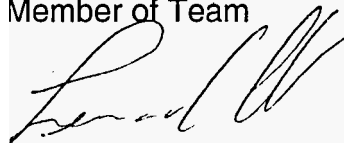
Richard Gott  
Local President



Kelly Reuben  
Director of Human Resources



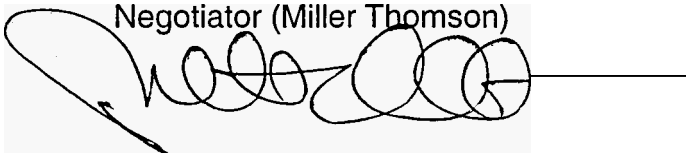
Leonard Corston  
Member of Team



Jeffrey Gunner.  
Member of Team

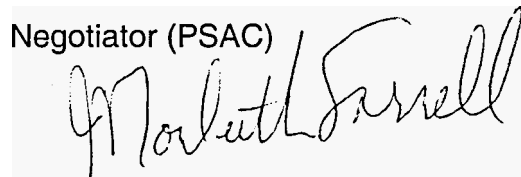
Peter Chauvin

Negotiator (Miller Thomson)



Judith Monteith-Farrell

Negotiator (PSAC)



DULY EXECUTED by the parties hereto this 30<sup>th</sup> day of September 2003.

WEENEYBAYKO HEALTH  
AHTUSKAYWIN

PUBLIC SERVICE ALLIANCE  
OF CANADA

Pat Chilton  
Chief Executive Officer



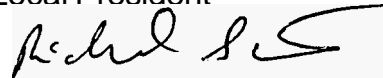
Gerry Halabecki  
Regional Executive Vice President



Adrienne Miller  
Hospital Administrator



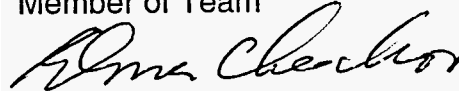
Richard Gott  
Local President



Kelly Reuben  
Director of Human Resources

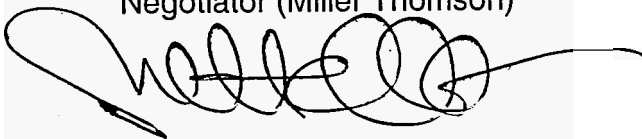


Elmer Cheechoo  
Member of Team



Peter Chauvin

Negotiator (Miller Thomson)



Judith Monteith-Farrell

Negotiator (PSAC)



DULY EXECUTED by the parties hereto this 30<sup>Th</sup> day of September 2003.

WEENEYBAYKO HEALTH  
AHTUSKAYWIN

PUBLIC SERVICE ALLIANCE  
OF CANADA

Pat Chilton  
Chief Executive Officer



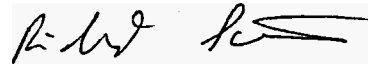
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Hospital Administrator



Richard Gott  
Local President



Kelly Reuben  
Director of Human Resources

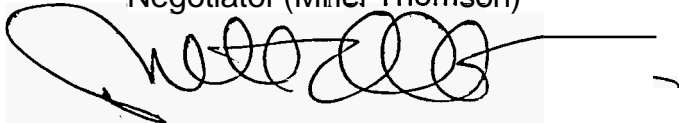


Stella Schimmens  
Member of Team



Peter Chauvin

Negotiator (Miller Thomson)



Judith Monteith-Farrell

Negotiator (PSAO)



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