

COLLECTIVE AGREEMENT

Between

WEENEEBAYKO HEALTH AHTUSKAYWIN

**WEENEEBAYKO GENERAL HOSPITAL
(the "Employer")**

And

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

For the

**HOSPITAL UNIT
MAINTENANCE UNIT
and the
SECURITY UNIT**

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ARTICLE 1 – PURPOSE AND SCOPE

- 1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the Alliance and the Employees.
- 1.02 The parties to this Agreement share a desire to improve the quality of service to and promote the well being of the communities served by the Weeneebayko Health Ahtuskaywin.
- “1.03 It is the purpose and intent of the parties to this agreement to foster and maintain an environment that promotes effective working relationships in the workplace.
- *1.04 The provisions of this Agreement apply to the Alliance, Employees, and the Employer.

ARTICLE 2 – INTERPRETATION 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, as described in Article 6 – Recognition;
 - (e) “Casual Employee” means an Employee who is offered work on an ‘as needed basis’ and who has the right to choose to accept or not accept the work being offered, and who actually works not more than 1250 hours in a year. If the casual Employee accepts the work, he/she is expected and required to perform the work;
 - (f) “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;
 - (g) (i) “Continuous employment” means all employment with the federal Public Service, Weeneebayko Health Ahtuskaywin, the Moose Band Development Corporation, Ian Martin, Con-Ex, Cameron Security Service, Douglas N. Cameron Construction Ltd., and Ralson Construction, provided that these contractors were providing direct services to the Hospital while the Employee was employed with them,

and provided that this employment was not interrupted by dismissal, discharge, release, abandonment, or a lay off of twelve (12) months or more;

- (ii) For the purpose of calculating benefits under Article 25 – Severance Pay, “continuous employment” shall not predate April 1, 1989 for maintenance Employees, April 1, 1991 for security Employees, and April 1, 1996 for those Employees who were transferred to the Federal Public Services as of April 1, 1996. Severance pay entitlement shall be determined as of the date of the initial lay off;
- (h) “Daily rate of pay” means an Employee’s hourly rate of pay times his normal number of hours of work per day;
- (i) “Weekly rate of pay” means an Employee’s daily rate of pay multiplied by five (5);
- (j) “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/her position, other than by reason of the Employee being on leave or absent from duty without permission;
- (k) “Employee” means a person so defined in the Canada Labour Code, until such time as the jurisdiction changes;
- (l) “Employer” means Weeneebayko Health Ahtuskaywin;
- (m) “Holiday” means:
 - (a) The twenty-four (24) hour period commencing at 0000 hours of a day designated as a paid holiday in this Agreement;
 - (b) 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;
 - (i) on the day it commenced where half (1/2) or more of the hours worked fall on that day;
 - (ii) on the day it terminates where more than half (1/2) of the hours worked fall on that day.
- (n) “Leave” means authorized absence from duty by an Employee during his/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 and includes supervisory differential where applicable;

- (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 (1) year, an Employee has lived with a person and 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 the Employee's 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) "Term Employee" normally means an Employee who is hired to perform a specific task or for a definite term not to exceed six (6) months, provided, however, that persons hired to replace persons on pregnancy, parental or other leaves, or do other work under special circumstances that has a definite term, are also term Employees;
- (v) "Time and one-half" means one and one-half (1 1/2) times the Employee's hourly rate of pay;
- (w) "Double time" means two times (2x) the Employee's hourly rate of pay;

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

No Other Agreements

- "3.01 No employee shall be required or permitted to make any written or verbal agreement with the Hospital or its representative(s) which conflicts with the terms of this agreement.
- *3.02 No individual employee or group of employees shall undertake to represent the union at meetings with the Hospital without proper authorization from the union.
- 3.03 Except as otherwise noted in this Agreement, notification to the Employer by the Alliance shall be made to the CEO of Weeneebayko Health Ahtuskaywin, P.O. Box 664, Moose Factory, ON, POL 1W0; telephone # 705-658-4930, fax # 705-658-4917.

ARTICLE 4 – PRECEDENCE OF LEGISLATION

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 provision 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 - SEE APPENDIX A, () B () & C ()

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 shall notify the Employer, in writing, of the name and responsibilities of its Employee Representatives no later than April 1st of each year.

*7.03 Employee Representatives of the Alliance shall first obtain the permission of his/her immediate supervisor prior to participating in Alliance business during his/her normal hours of work.

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. Posting of notices or other materials shall require the prior approval 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 (1st) 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/she declares in an affidavit that he/she is a member of a religious organization registered pursuant to the Income Tax Act, whose doctrine prevents him/her as a matter of conscience from making financial contributions to an Employee organization, and that he/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 Section 3 of 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, ON, 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 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 – 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 FOR ALLIANCE BUSINESS**

***General**

Employees shall be entitled to receive leave under this Article without pay unless otherwise stipulated herein or elsewhere in this Agreement. Where leave without pay is granted, the Employees shall have their regular salary uninterrupted during such leave and the Employer shall invoice the Union for the cost of lost wages.

***Union Business**

- 13.01 The Hospital shall grant leave of absence without pay to employees to attend Union conventions, seminars, education classes and other Union business in connection with the administration of the collective agreement provided that

such leave will not interfere with the efficient operation of the Hospital. Such leave will not be reasonably denied.

In requesting such leave of absence for an employee or employees, the Union must give at least fourteen (14) days clear notice in writing to the Hospital, unless it is not reasonably possible to give such notice.

13.02 The Hospital shall grant leave of absence with pay to an Employee or a reasonable number of Employees provided that such leave will not interfere with the efficient operation of the Hospital as follows:

- (a) To attend a meeting with management on behalf of the Alliance
- (b) Where an Employee acts on behalf of an Employee making a complaint or acts on behalf of the Alliance making a complaint
- (c) Canada Industrial Relations Board Hearing, Arbitration Board, Conciliation Board hearing where the Employee has made a complaint on his/her own behalf and/or is called as a witness
- (d) Is called as a witness by an Employee or the Alliance

Such leave will not be unreasonably denied.

Collective Bargaining

- 13.03 i) The Employer shall grant leave with pay to Employees elected to represent the union in collective bargaining. Such leave shall be granted for the purpose of attending negotiations with the Employer and shall not be subject to any overtime.
- ii) Leave without pay shall be granted for the purpose of attending meetings in preparation for collective bargaining, and for the purpose of travel to and from negotiations. All travel, meal and other personal expenses incurred in both preparing for and attending at negotiations shall be the responsibility of the union and not compensable by the Employer. The Employees shall have their regular salary uninterrupted during such leave and the Employer shall invoice the union for the cost of lost wages.

Full-time position with the Union

- 13.04** (a) Upon application by the Union, in writing, the Hospital shall grant leave of absence, without pay, to an employee elected or appointed to full-time Union office. It is understood that no more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties.
- (b) Seniority shall accumulate for employees during such leave on the basis of what his normal regular hours of work would have been. Service shall accumulate for

employees during such leave to the maximum provided, if any, under the provisions of the collective agreement. It will become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such leave of absence.

- (c) The employee shall notify the Hospital of his intention to return to work at least four (4) weeks prior to the date of such return. The employee shall be returned to his former duties on the same shift in the same department and at the appropriate rate of pay, subject to any changes which would have occurred had the employee not been on leave.

Grievances and Arbitrations

13.05 The Employer will grant leave with pay;

- (a) to an Employee called as a witness by the Canada Industrial Relations Board, an Arbitration Board, Conciliation Board, or an Employee who is a party to a grievance arbitration;
- (b) to an Employee who is a party to a grievance arbitration and their Representative;
- (c) to an Employee and his/her Representative when the Employer originates a meeting with the Employee who has presented the grievance or when an Employee, who has presented a grievance, seeks to meet with the Employer;
- (d) 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.

13.06 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/her local area, and reasonable leave without pay when it takes place outside his/her local area.

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 practiced 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 Any level in the Grievance Procedure shall be waived if a person hearing the grievance is the subject of the complaint, but no other level shall be waived by mutual agreement.

ARTICLE 16 – HARASSMENT AND SEXUAL HARASSMENT

- 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 workplace.
- 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) above, a level of the Grievance Procedure is waived, no other level shall be waived except by mutual agreement.

ARTICLE 17 - DUTY TO ACCOMMODATE

The Employer and the Union recognize their respective statutory obligations of accommodation as defined by the *Canadian Human Rights Act*.

ARTICLE 18 – HOURS OF WORK AND OVERTIME – SEE APPENDIX A, B & C

ARTICLE 19 – LEAVE GENERAL

- 19.01 An Employee is entitled, once every six (6) months, to be informed, upon request, of the balance of his/her vacation and sick leave credits. Upon completion of the inputting of the vacation and sick leave credits to the computer system, Employees shall be entitled to request their balance on a monthly basis.
- 19.02 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.
- 19.03 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.
- 19.04 An Employee is not entitled to leave with pay during periods he/she is on leave without pay or under suspension.
- 19.05 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.

- 19.06 If, at the end of a fiscal year, an Employee's 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 20 – DESIGNATED PAID HOLIDAYS

- 20.01 Subject to clause 20.02 of this Article, 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) the first Monday in August
- (g) Labour Day;
- (h) Canadian Thanksgiving;
- (i) Remembrance Day;
- (j) Christmas Day;
- (k) Boxing Day;
- (l) one (1) Float Day

Should an Employer be required to observe an additional paid holiday as a result of legislation, it is understood that one of the existing holidays recognized by the employer shall be established as the legislated holiday after discussion with the Union so that the employer's obligation to provide the number of paid holidays as noted above remains unchanged.

- 20.02 An Employee absent without pay on both his/her full working day immediately preceding and his/her full working day immediately following a designated holiday, is not entitled to receive pay for the holiday, except in the case of an Employee who is granted leave without pay under the provisions of Article 13 – Leave For Alliance Business.

- 20.03 (a) When a day, designated as a holiday under clause 20.01, 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.
- (b) When two (2) days, designated as holidays under clause 20.01, coincides 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.

- 20.04 When a day designated as a holiday for an Employee is moved to another day, under the provisions of clause 20.03, the following will apply:
- (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.
 - (b) Work performed by an Employee on the day to which the holiday was moved, shall be considered as work performed on a holiday.
- 20.05 When an Employee works on a holiday, he/she shall be paid;
- (a) Time and one-half (1 1/2) for all hours worked up to the regular daily scheduled hours of work, and double (2) time thereafter, or two times (2x) the straight time rate for time worked by him/her on the holiday, when the holiday is not his/her scheduled day of work, and is contiguous to a day of rest on which he/she worked and received two times (2x) compensation, in addition to the pay that the Employee would have been granted had he/she 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.
- 20.06 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 20.05; or
 - (ii) four (4) hours' pay at the applicable overtime rate of pay.
- 20.07 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.
- 20.08 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 21 – OTHER LEAVE

21.01 Marriage Leave With Pay

- (a) After the completion of one (1) year 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.

***21.02 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), stepchild or ward of the Employee, father-in-law, mother-in-law, grandparent of the Employee, grandparent of the Employee's spouse, and a 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)** working days, in conjunction with 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) An Employee is entitled to one (1) day bereavement leave with pay for the purpose related to the death of his/her grandchild, son-in-law, daughter-in-law, brother-in-law or sister-in-law.
- (c) If, during a period of compensatory leave, an Employee is bereaved in circumstances under which he/she would have been eligible for bereavement leave with pay under this clause, the Employee shall be granted bereavement leave with pay, and his/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/she would have been eligible for bereavement leave under this clause, he/she shall be granted bereavement leave and his/her paid credits shall be restored to the extent of any concurrent bereavement leave granted.

- (d) It is recognized by the parties that the circumstances which call for leave in respect to 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 this clause.

21.03 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 day of pregnancy, and ending not later than thirty-two (32) weeks after the termination date of pregnancy, subject to clause 21.05 – Leave Without Pay for Care and Nurturing;
 - (a) Nevertheless, where the Employee's newborn is born prematurely, or is born with or contracts a condition that requires its hospitalization within the period defined in section (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 Article 22 – Sick Leave With Pay. For purposes of this clause, illness or injury, as defined in Article 22 – Sick Leave With Pay, 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.**

Maternity Allowance

- (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 Employment Insurance benefits, pursuant to Section 22 – Employment Insurance Act, shall be paid a maternity leave allowance in accordance with the Employer's Supplementary Benefit Plan.
- (ii) An applicant, under clause 21.03 (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 21.03 (A) and (B) for reasons other than death or lay *off*, the Employee recognizes that she is indebted to the Employer for an amount equal to the product obtained by multiplying the amount received as a maternity leave allowance, by the fraction obtained by dividing the remaining number of days to be worked by the Employee in the six (6) month period, by the total number of worked days in the six (6) month period.
- (D) In respect of the period of maternity leave, maternity leave allowance payments, made according to the Supplementary Employment Benefit Plan, will consist of the following:
- (i) Where an Employee is subject to a waiting period of two (2) weeks before receiving Employment 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 EI benefits the Employee is eligible to receive subject to the Employment Insurance Act 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 EI 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 21.03(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 21.03(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 21.03(D)(i) or (ii), shall be adjusted accordingly.
- (E) Leave granted under this clause shall be counted for the calculation of "continuous employment". Time spent on such leave shall be counted for pay increment purposes.
- (F) **Special Maternity Allowance for Totally Disabled Employees**
 - (a) An Employee who;
 - (i) fails to satisfy the eligibility requirement specified in subparagraph 21.03(A), solely because of a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, or the Long Term Disability (LTD) Insurance Plan, prevents her from receiving Employment Insurance pregnancy benefits, and;
 - (ii) has satisfied the other eligibility criteria specified in 21.03(A), shall be paid, in respect of each week of maternity allowance not received for the reason described in 21.03(E) above, the difference between ninety-three percent (93%) of her weekly rate of pay and the gross amount of her weekly disability benefit under the DI Plan, or the LTD Plan.
 - (b) An Employee shall be paid an allowance under this clause and under 21.03 for a combined period of no more than the number of weeks during which she would have been eligible for pregnancy benefits pursuant to Section 22 of the Employment Insurance Act, had she not been disqualified from the Employment Insurance pregnancy benefits for the reasons described in 21.03(a)(i).
- (G) **Maternity Related Reassignment and Leave**

The provisions prescribed in Part III, Division VII of the Canada Labour Code, Maternity Related Reassignment and Leave, apply to this Agreement and shall be observed by the parties involved.

21.04 Parental Leave Without Pay

If, on the date of signature of the Agreement, an Employee is currently on Parental Leave Without Pay or Adoption Leave Without Pay, or has requested a period of such leave without pay but has not commenced the leave, he/she shall, upon request, be entitled to the provisions of these clauses. Any application must be received before the termination date of the leave period originally requested.

- (a) Where an Employee has or will have the actual care and custody of a newborn child (including the newborn child of a common-law spouse), the Employee shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period beginning

on the day on which the child is born or the day on which the child comes into the Employee's care.

(b) Where an Employee commences legal proceedings under the laws of the province to adopt a child, or obtains an order under the laws of the province for the adoption of a child, the Employee shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period, beginning on the day on which the child comes into the Employee's care.

(c) Notwithstanding paragraphs 21.05(a) and (b):

(i) where the Employee's child is hospitalized within the period defined in the above paragraphs, and the Employee has not proceeded on parental leave without pay or,

(ii) where the Employee has proceeded on parental leave without pay, and then returns to work for all or part of the period during which his/her child is hospitalized,

the period of parental leave without pay specified on the original leave request . may be extended by a period equal to that portion of the period of the child's hospitalization during which the Employee was not on parental leave. However, the extension shall end not later than fifty-two (52) weeks after the day on which the child comes into the Employee's care.

(d) **An** Employee who intends to request parental leave, shall notify the Employer at least four (4) weeks in advance of the expected date of the birth of the Employee's child (including the child of a common-law spouse), or the date the child is expected to come into the Employee's care, pursuant to paragraphs 21.05(a) and (b).

(e) The Employer may:

(i) defer the commencement of parental leave without pay at the request of the Employee;

(ii) grant the Employee parental leave without pay with less than four (4) weeks' notice;

(iii) require an Employee to submit a birth certificate or proof of adoption of the child.

(f) Parental leave without pay taken by a couple employed at the Weeneebayko General Hospital, shall not exceed a total of thirty-seven (37) weeks for both individuals combined.

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

21.05 Leave Without Pay for Care and Nurturing

Subject to operational requirements, an Employee shall be granted leave without pay for the care and nurturing of the Employee's children, or for the care of any other relative for whom the Employee has care-giving responsibilities, 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.
- (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".

21.06 Leave Without Pay for Personal Needs

- (a) Subject to operational requirements, leave without pay will be granted for personal needs only twice (2x) during the Employee's period of employment for a maximum combined total of fifteen (15) months, with no one leave exceeding twelve (12) months. 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;
- (c) Any leave without pay, granted under this clause, of more than three (3) months, shall be deducted from the calculation of "continuous employment".

21.07 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, of more than three (3) months, shall be deducted from the calculation of "continuous employment".

21.08 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), elders of the family, 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 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.

21.09 Court Leave

The Employer shall grant leave with pay to an Employee for the period of time he/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.

21.10 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 Workplace Safety Insurance Act, and a Workplace Safety Insurance 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/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 Employee 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.

Personnel Selection Leave

Where an Employee participates in a personnel selection process, for a position with the Employer, the Employee is entitled to leave with pay, for the period during which the Employee's presence is required for purposes of the selection process, and for such further period as the Employer considers reasonable for the Employee to travel to and from the place where his/her presence is so required.

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 prevents his/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.

"21.13 Traditional Leave

Subject to operational requirements, an Employee may be granted up to three (3) days' leave without pay or the employee, at their discretion, may use banked paid leave to pursue activities intended to develop or maintain one's culture.

When used in combination with other leave, the total time taken cannot exceed ten (10) days.

21.14 Compassionate Care Leave

Leave without pay shall be granted for up to six weeks for Compassionate Care of a critically ill family member, so the employee may take advantage of the Compassionate Care Benefits provided in the Employment Insurance Act.

ARTICLE 22 – SICK LEAVE WITH PAY

22.01 An Employee shall earn sick leave credits at the rate of one and one-quarter (1.25) days for each calendar month for which the Employee receives pay for at least ten (10) days.

22.02 An Employee shall be granted sick leave with pay when he/she is unable to perform his/her duties because of illness or injury, provided that:

- (a) He/she satisfies the Employer of this condition in such manner and at such time as may be determined by the Employer, and
- (b) He/she has the necessary sick leave credits.

- 22.03 Unless otherwise informed by the Employer, a statement signed by the Employee stating that because of illness or injury he/she was unable to perform his/her duties, shall, when delivered to the Employer, be considered as meeting the requirements of clause 22.02(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.
- 22.04 When an Employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 22.02 (above) may, at the discretion of the Employer, be granted to an Employee for a period of up to twenty-five (25) days if a decision on an application for injury-on-duty leave is being awaited, subject to the deduction of such advanced leave from any sick leave credits subsequently earned.
- 22.05 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.
- 22.06 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.
- 22.07 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 lay *off* and who is rehired by Weeneebayko Health Ahtuskaywin within one (1) year from date of lay *off*.
- 22.08 The Employer agrees that an Employee shall not be released for incapacity by reason of ill health, at a date earlier than the date at which the Employee will have utilized his/her accumulated sick leave credits.

ARTICLE 23 – EDUCATION AND CAREER DEVELOPMENT LEAVE

Education Leave Without Pay

- 23.01 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.
- 23.02 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 one hundred percent (100%) 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.

23.03 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.

23.04 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, or
- (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/she has undertaken to serve after completion of the course,

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

Career Development Leave With Pay

23.05 (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/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 23.05(a) above. The Employee shall receive no compensation under the Overtime and Travelling Time provisions, of the relevant Collective Agreement, during the 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

23.06 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 Employee's 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/her qualifications.

ARTICLE 24 – VACATION LEAVE

- 24.01 The vacation year shall be from April 1st to March 31st of the following calendar year, inclusive.
- 24.02 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 1/4) days until the month in which the anniversary of the Employee's fifth (5) year of continuous employment occurs;
 - (b) One and two-thirds (1 2/3) days commencing with the month in which the Employee's fifth (5) anniversary of continuous employment occurs;
 - (c) Two and one-twelfth (2 1/12) days commencing with the month in which the Employee's fifteenth (15th) anniversary of continuous employment occurs;
 - (d) Two and one-half (2 1/2) days commencing with the month in which the Employee's twenty-fifth (25th) anniversary of continuous employment occurs.
- 24.03 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.
- 24.04 Employees are expected to take all their vacation leave during the vacation year in which it is earned.
- 24.05 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) days' 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 24.05(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.

- 24.06 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 24.05(b) and 24.05(c) (i.e. personal emergencies, etc.).
- 24.07 If an Employee requests vacation leave with pay, in accordance with clause 23.05, and the Employer denies his/her 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/her vacation leave.
- 24.08 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.
- 24.09 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

- 24.10 (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 (1) 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

- 24.11 (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) above, to be reimbursed for reasonable expenses incurred by the Employee.

Cancellation of Vacation Leave With Pay

24.12 When the Employer cancels or alters a period of vacation leave with pay, which he/she 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

24.13 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 shall be paid in accordance with clause 23.13(a).

24.14 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.

24.15 Notwithstanding clause 24.13, an Employee who is absent from work for a period of ten (10) or more consecutive working days without notifying the Employer, and the Employer has made a reasonable effort to contact the Employee in question, unless the Employee can show reasonable cause for not notifying the Employer and whose employment is

terminated by reason of a declaration that he/she abandoned his/her position, is entitled to receive the payment referred to in clause 24.13 if he/she requests it within six (6) months following the date upon which his/her employment is terminated.

- 24.16 Provided that the past service with the Federal Public Service, Medical Services Branch at Moose Factory, Weeneebayko General Hospital, and any other Contractor performing work at the Hospital listed in the definition of continuous employment, has not been interrupted by a continuous break exceeding three (3) consecutive 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.
- 24.18 The Employer agrees to issue in advance payments of estimated net salary for vacation periods of two (2) or more weeks, provided a written request for such advance payment is received from the Employee at least six (6) weeks prior to the last pay before the Employee's vacation period commences.
- 24.19 Providing the Employee has been authorized to proceed on vacation leave for period concerned, pay in advance of going on vacation shall be made prior to departure. Any overpayment, in respect to such pay advances, shall be an immediate first charge against any subsequent pay entitlement, and shall be recovered in full prior to any further payment of salary.

ARTICLE 25 – SEVERANCE PAY

- 25.01 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) (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 the 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) On resignation, subject to sub-clause 25.01(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) 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) 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)
 - (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.

25.02 The weekly rate of pay referred to in the above clauses, shall be the weekly rate of pay the Employee was receiving on the date of the termination of the Employee's employment.

25.03 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.

ARTICLE 26 – WASHUP TIME

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

ARTICLE 27 – PAY ADMINISTRATION

27.01 An Employee is entitled to be paid for services rendered at the pay specified in Appendix A. The Employer is not required to engage in any practice of levelling or averaging pay payments over more than one (1) pay period. Rather, the Employer may pay for hours actually worked per pay period.

27.02 The rates of pay set forth in Appendix A shall become effective on the date specified.

27.03 Where a pay increment and a pay revision are effected on the same date, the pay increment shall be applied first and the resulting rate shall be revised in accordance with the pay revision.

- 27.04 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.
- 27.05 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, the Employee shall be paid acting pay calculated from the date on which he/she commenced to act as if he/she had been appointed to that higher classification level for the period in which he/she acts.
- 27.06 When the regular pay day for an Employee falls on his/her day of rest, every effort shall be made to issue his/her cheque on his/her last working day, provided it is available at his/her regular place of work.
- 27.07 New Payments for all Employees shall be made by way of direct deposit to a bank account of the Employees.

ARTICLE 28 – TRAVELLING TIME

- 28.01 For the purposes of this Agreement, travelling time is compensated for only in the circumstances and to the extent provided for in this Article.
- 28.02 When an Employee is required to travel outside his/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 (below). Travelling time shall include time necessarily spent at each stop-over en route, provided such stop-over is not longer than three (3) hours.
- 28.03 For the purposes of clauses 28.02 and 28.04, the travelling time for which an Employee shall be compensated is as follows:
- (a) 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.
 - (b) 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 workplace, as applicable, direct to the Employee's destination and, upon the Employee's return, directly back to the Employee's residence or workplace.
 - (c) 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.

- 28.04 If an Employee is required to travel, as set forth in clauses 27.02 and 27.03, the following shall apply:
- (a) On a normal working day on which the Employee travels but does not work, the Employee shall receive his/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/her regular pay for the day for a combined period of travel and work, not exceeding his/her regular scheduled working hours; and
 - (ii) at the applicable overtime rate for additional travel time, in excess of his/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.
- 28.05 This Article does not apply to an Employee when the Employee travels by any type of transport in which he/she is required to perform work, and/or which also serves as his/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/her regular pay for the day, or
 - (b) pay for the actual hours worked, in accordance with Article 20 – Designated Paid Holidays, and the provisions of Article 18 – Hours of Work and Overtime.
- 28.06 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 29 – TRAVEL BETWEEN WORK SITES – SEE APPENDIX A & C

***ARTICLE 30 – CALL-BACK PAY**

Where employees are called back to work after having completed a regular shift and prior to the commencement of their next regular shift, they shall receive a minimum of four (4) hours work or four (4) hours pay at the rate of time and one-half (1/2) their regular earnings.

"ARTICLE 31 – STANDBY

- 31.01 (a) For laboratory and x-ray technologists:

When the Employer requires an Employee to be available on standby during off-duty hours an Employee shall be compensated at the rate of one-half (1/2) hour for each four (4)-hour period or portion thereof for which he/she has been designated as being on standby duty.

(b) For all other Employees:

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 twenty dollars (\$20.00) for each eight (8) consecutive hours, or portion thereof that he/she is on standby.

In no case shall an Employee receive less than twenty dollars (\$20.00) per standby duty.

31.02 An Employee, designated by letter or by list for standby duty, shall be available during his/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.

31.03 No standby payment shall be granted if an Employee is unable to report for duty when required.

No Pyramiding of Payments

31.04 Payments provided under Article 18 – Hours of Work and Overtime, Article 20 – Designated Paid Holidays, Article 30 – Call-Back Pay, Article 32 – Reporting Pay, and clause 28.04 of Article 28 – Travelling Time, shall not be pyramided – that is an Employee shall not receive more than one compensation for the same service.

ARTICLE 32 – REPORTING PAY

32.01 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 33 – SHIFT PREMIUMS – SEE APPENDIX A, B & C

ARTICLE 34 – STATEMENT OF DUTIES

34.01 Upon request, an employee shall be provided with a complete and current statement of the duties and responsibilities of his/her position including the classification level and where applicable, the point rating allotted by factor to his/her position, and an organization chart depicting the position's place in the organization.

ARTICLE 35 – SUSPENSION AND DISCIPLINE

- 35.01 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.
- 35.02 The Employer shall notify the local Representative of the Alliance that such suspension has occurred.
- 35.03 When an Employee is required to attend a meeting, the purpose of which is to render a disciplinary decision concerning him/her, the Employee is entitled to have, at his/her request, a Representative of the Alliance attend the meeting. Where practicable, the Employee shall receive a minimum of one (1) day's notice of such a meeting.
- 35.04 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.
- 35.05 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 36 – PERFORMANCE REVIEW AND EMPLOYEE FILES

- 36.01 (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/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), whom assesses 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.
- 36.02 (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.

36.03 Upon written request of an Employee, the personnel file of that Employee shall be made available, once per year, for his/her examination in the presence of an authorized Representative of the Employer.

ARTICLE 37 – HEALTH AND SAFETY

37.01 The Employer shall make reasonable provisions for the occupational health and safety of Employees. The Employer will welcome suggestions on the subject from the Alliance, and the parties undertaken 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.

37.02 All rights, privileges and obligations established under the laws of Canada, in respect of Occupational Health and Safety, shall form part of this Collective Agreement.

37.03 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.

ARTICLE 38 – JOINT CONSULTATION

38.01 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.

38.02 Within five (5) days of notification of consultation served by either party, the Alliance shall notify the Employer, in writing, of the Representative(s) authorized to act on behalf of the Alliance for consultation purposes.

38.03 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.

38.04 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 39 – OTHER AGREEMENTS – SEE APPENDIX A, B & C

ARTICLE 40 – GRIEVANCE AND ARBITRATION PROCEDURE

- 40.01 An Employee who feels that he/she has been treated unjustly or considers himself/herself aggrieved by any action or lack of action by the Employer, is entitled to present a grievance in the manner prescribed, 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/she has the approval of and is represented by the Alliance.
- 40.02 Except as otherwise provided in this Agreement, a grievance shall be processed by recourse to the following levels:
- (a) Level 1 – Administrator
 - (b) Level 2 – Chief Executive Officer
- 40.03 Any level in the Grievance Procedure shall be waived if a person hearing the grievance is the subject of the complaint, but no other level shall be waived except by mutual agreement.
- 40.04 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.
- 40.05 An Employee who wishes to present a grievance at a prescribed level in the Grievance Procedure, shall transmit this grievance to his/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/her.
- 40.06 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/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.
- 40.07 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.

- 40.08 An Employee may be assisted and/or represented by the Alliance when presenting a grievance at any level.
- 40.09 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.
- 40.10 An Employee may present a grievance to the first level of the procedure in the manner prescribed, not later than the twenty-fifth (25th) day after the date on which he/she is notified orally or in writing, or on which he/she first becomes aware of the action or circumstances giving rise to grievance. The Alliance may also present a grievance to the Employer.
- 40.11 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.
- 40.12 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.
- 40.13 The Employer shall normally reply to an Employee's grievance or Alliance's grievance at the final level of the Grievance Procedure within thirty (30) days after the grievance is presented at that level.
- 40.14 Where an Employee has been represented by the Alliance in the presentation of his/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.
- 40.15 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.
- 40.16 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 executed.
- 40.17 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.
- 40.18 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.

- 40.19 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.
- 40.20 An Employee may abandon a grievance, by written notice, to his/her immediate supervisor.
- 40.21 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.
- 40.22 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.
- 40.23 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/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 Canada Labour Code.
- 40.24 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/her of a provision of this Collective Agreement or a related 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

- 40.25 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 (7) 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/her 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 (1/2) of the fees and disbursements of the Arbitrator.

- 40.26 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.
- 40.27 An Employee may be represented by a Representative of the Alliance at any step of the Grievance/Arbitration Procedure.
- 40.28 Grievances, 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 41 – TECHNOLOGICAL CHANGE

41.01 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.

41.02 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.

41.03 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.

41.04 The written notice provided for in clause 40.03 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.

- 41.05 As soon as reasonably practicable, after notice is given under clause 40.03, the Employer shall consult with the Alliance concerning the effects of the technological change, referred to in clause 40.03, 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.
- 41.06 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/her 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 42 – JOB SECURITY

- 42.01 The Employer shall endeavour not to have lay offs for the life of the Collective Agreement.

The Employer shall endeavour to reduce the work force through attrition. If, however, lay offs are required, the following conditions shall apply:

- (a) The Employer shall lay off Employees in the reverse order of their seniority within their classification, providing that there remain on the job Employees who have the proper certificates and the ability to perform the work. Persons laid off shall not have the right to bump or displace any other Employee.
- (b) An Employee shall have the opportunity of recall, from a lay off to an available opening, in order of seniority, provided he/she has the proper certificate in good standing and the ability to perform the work, before such an opportunity is filled on a regular bases under a job posting procedure. The posting procedures of the Collective Agreement shall not apply until the recall process has been completed.
- (c) In determining the ability of an Employee to perform the work for the purposes of the paragraphs above, the Hospital shall not act in an arbitrary or unfair manner.
- (d) An Employee recalled to work in a different classification from which he/she was laid off, shall have the privilege of returning to the position he/she held prior to the lay off, should it become vacant within six (6) months of being recalled.
- (e) No new Employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (f) It is the sole responsibility of the Employee, who has been laid off, to notify the Employer of his intention to return to work within ten (10) working days (exclusive

of Saturdays, Sundays, and paid holidays) after being notified, to do so by registered mail, addressed to the last address on the record with the Employer (which notification shall be deemed to have been received on the second (2nd) day following the date of mailing) and to return to work within ten (10) working days after being notified. The notification shall state the **job** to which the Employee is eligible to be recalled and the date and time at which the Employee shall report for work. The Employee is solely responsible for his/her proper address being on record with the Employer.

- (g) Employees, on lay off or notice of lay off, shall be given preference for temporary vacancies, which are expected to exceed ten (10) working days. An Employee, who has been recalled to such temporary vacancy, shall not be required to accept such recall and may, instead, remain on lay off.
- (h) No full-time Employee, within the bargaining unit, shall be laid off by reason of his/her duties being assigned to one or more part-time, casual, or term Employees.
- (i) In the event that a lay off commenced on the day immediately following a paid holiday, an Employee, otherwise qualified for holiday pay, shall not be disentitled thereto solely because of the day on which the lay off commenced.
- (j) A laid off Employee shall retain the rights of recall for a period of twelve (12) months from the date of lay off.

42.02 **Benefits of Lay off**

- (a) In the event of a lay off of a full-time Employee, the Employer shall pay both the Employee's and the Employer's share of insured benefits premium, up to three (3) months from the end of the month in which the lay off occurs, or until the laid off Employee is employed elsewhere, whichever occurs first,
- (b) The Employer shall, where possible, give the Union one (1) month of notice of any layoffs and will meet with the Union to discuss alternatives to layoff, including redeployment within the Hospital, attrition, and training for upcoming vacancies.
- (c) Any Employee who is permanently laid off and who had waived his recall rights, shall be entitled to a separation payment, in addition to any severance pay, under clause 24.01(a) of Article 24 – Severance Pay, in the amount of one month of their regular pay.

ARTICLE 43 – CONTRACTING OUT

- 43.01 The Hospital shall not contract out any work usually performed by members of the bargaining unit during the term of the Collective Agreement.

ARTICLE 44 – WORK OF THE BARGAINING UNIT

44.01 Employees not covered by the terms of this Agreement, shall not perform duties normally assigned to those Employees covered by this Agreement, except in emergency situations.

ARTICLE 45 – PART-TIME EMPLOYEES

- 45.01 A part-time Employee means a person whose normal hours of work are less than those established in Article 18 – Hours of Work and Overtime of this Collective Agreement.
- 45.02 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.
- 45.03 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.
- 45.04 The days of rest provisions of this Agreement apply to part-time Employees.
- 45.05 Leave will only be provided:
- (a) During those periods in which Employees are scheduled to perform their duties, or
 - (b) Where it may displace other leave as prescribed in the Agreement.

Designated Holidays

- 45.06 A part-time Employee shall not be paid for the designated holidays but shall instead be paid four point two five percent (4.25%) for all straight time hours worked.
- 45.07 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 20.01 of Article 20 – Designated Paid Holidays, 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 time thereafter.
- 45.08 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 46.07 of Article 46 – Variable Hours of Work, or a minimum of four (4) hours' pay at the straight time rate, whichever is greater.

Overtime

- 45.09 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.

45.10 Subject to clause 44.09 (above), a part-time Employee, who is required to work overtime, shall be paid overtime.

Call-Back

45.11 When a part-time Employee meets the requirements to receive call-back pay in accordance with clause 30.01 of Article 30 – Call-Back Pay, 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

45.12 Subject to clause 46.04 of Article 46 – Variable Hours of Work, 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 of four (4) hours' pay at the straight time rate of pay.

Bereavement Leave

45.13 Notwithstanding clause 46.02 of Article 46 – Variable Hours of Work, there shall be no pro-rating of a "day" in clause 21.02 – Bereavement Leave With Pay.

Vacation Leave

45.14 A part-time Employee shall earn vacation leave credits for each month in which the Employee receives pay, for at least twice (2x) 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 24.02 of Article 24 – Vacation Leave, as specified in this Collective Agreement, pro-rated and calculated as follows:

- (a) When the entitlement is one and one-quarter (1 1/4) days a month, one quarter (1/4) of the hours in the Employee's work week per month;
- (b) When the entitlement is one and two-thirds (1 2/3) days a month, one third (1/3) of the hours in the Employee's work week per month;
- (c) When the entitlement is two and one-twelfth (2 1/12) days a month, five-twelfths (5/12) of the hours in the Employee's work week per month;
- (d) When the entitlement is two and one-half (2 1/2) days a month, one-half (1/2) of the hours in the Employee's work week per month.

Sick Leave

45.16 A part-time Employee shall earn sick leave credits at the rate of one-quarter (1/4) of the number of hours in an Employee's normal work week, for each calendar month in which the Employee has received pay, for at least twice (2x) the number of hours in the Employee's normal work week.

Vacation and Sick Leave Administration

- 45.17 (a) For the purposes of administration of clauses 45.14 and 45.15 (above), where an Employee does not work the same number of hours each week, the normal work week 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

- 45.18 Notwithstanding the provisions of Article 25 – 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:
- (a) The period of continuous employment eligible for severance pay shall be established and the part-time portions shall be consolidated to equivalent full-time.
- (b) 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 46 – 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 and additional expenditure or cost by reason only of such variation.

46.01 **General Terms**

- (a) The scheduled hours of work of any day, as set forth in a work schedule, may exceed or be less than the regular work day hours specified in Article 18 – 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.
- (b) For shift workers, such schedules shall provide that an Employee's normal work week shall average the weekly hours per week specified in Article 18 – Hours of Work and Overtime, over the life of the schedule. The maximum life of a schedule shall be six (6) months.

- (c) For day workers, such schedules shall provide that an Employee's normal work week shall average the weekly hours per week specified in Article 18 – Hours of Work and Overtime, over the life of the schedule. The maximum life of a schedule shall be twenty-eight (28) days.
- (d) Whenever an Employee changes his/her variable hours, or no longer works variable hours, all appropriate adjustments will be made.

46.02 Conversion of Days to Hours

- (a) 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 Article 18 – Hours of Work and Overtime, as specified in the Collective Agreements.
- (b) Notwithstanding the above, in clause 21.02 – Bereavement Leave With Pay (Article 21 – Other Leave), a "day" will have the same meaning as the provisions of the Collective Agreement.
- (c) Where the Collective Agreement specifies a work week;
 - (i) of thirty-seven and one-half (37 1/2) hours – a day shall be converted to seven point five (7.5) hours;
 - (ii) of forty (40) hours – a day shall be converted to eight (8) hours.

46.03 Implementation / Termination

- (a) Effective the date on which this Article applies to an Employee, the accrued leave credits shall be converted from days to hours.
- (b) 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.
- (c) 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.

46.04 Leave – General

- (a) 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.
- (b) All leave provisions, which specify days in the Collective Agreement, shall be converted to hours, as specified in the following table:

DAYS	HOURS	
	7 ½	8
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	10.000
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 ½) days	18.750	20.000

46.05 **Specific Application**

For greater certainty, the following list of provisions in this clause shall be administered as provided herein:

("Daily rate of pay" shall not apply.)

Overtime

Overtime shall be compensated for all work performed, as follows:

- (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 pay rate of 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 (x2) for each hour worked – on the second (2nd) and subsequent days of rest. Second (2nd) and subsequent days of rest means the second (2nd) and subsequent days in an unbroken series of consecutive and contiguous calendar days of rest.

Travel

Overtime compensation referred to in clause 28.04 of Article 28 – Travelling Time 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, at a rate of time and one-half (1 1/2) up to his/her regular scheduled

hours worked, and double time (x2) for all hours worked in excess of his/her regular scheduled hours.

Vacation Leave

Employees shall earn vacation at the rates prescribed for their years of service as set forth in Article 24 – 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 22 – 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 clause 27.05 of Article 27 – Pay Administration, shall be converted to hours.

Exchange of Shifts

On exchange of shifts between Employees, if provided in Article 18 – 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 18 – Hours of Work and Overtime, 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 47 – SENIORITY – SEE APPENDIX A, B & C

ARTICLE 48 – STAFFING

- 48.01 (a) Where a permanent vacancy occurs in a classification within the bargaining unit, or a new position within the bargaining unit is established by the Hospital, such vacancy shall be posted for a period of seven (7) consecutive calendar days. Applications for such vacancy shall be made, in writing, within the seven (7) day period referred to herein.
- (b) Vacancies created by the filling of an initial permanent vacancy will be posted for a period of seven (7) consecutive calendar days, excluding Saturdays, Sundays, and holidays. Applications for such vacancies shall be made, in writing, within the seven (7) day period referred to herein.

- (c) Employees shall be selected for vacancies on the basis of their skill, ability, experience and qualifications. Where these factors are relatively equal, then seniority shall govern providing the successful applicant, if any, is qualified to perform the available work within an appropriate familiarization period.
 - (d) The name of the successful applicant will be posted on the bulletin board for a period of seven (7) calendar days.
 - e) The successful applicant shall be allowed a trial period of up to thirty (30) days, during which the Hospital will determine if the Employee can satisfactorily perform the job. Within this period, the Employee may voluntarily return, or be returned by the Hospital to the position formerly occupied, without loss of seniority. The vacancy, resulting from the posting, may be filled on a temporary basis until the trial period is completed.
 - (f) A list of vacancies filled in the preceding month, under this Article, and the names of the successful applicants will be posted.
 - (g) All postings shall contain the following information:
 - i) department
 - ii) classification
 - iii) status
 - iv) shift
 - v) wage rate.
- 48.02 (a) If a new position, job title, or classification is not included in **Appendix A**, the Employer shall establish the wage structure and then give written notice to the Union of its intent to implement the new position, classification, or job title.
- (b) If, within thirty (30) days of written notice, the Union objects to the wage structure established by the Employer and, through negotiations, succeeds in revising the wage structure, the revised wage structure shall be retroactive to the date of implementation of the new position in the bargaining unit.
- (c) Failing resolution by negotiation, the matter shall be referred to arbitration in accordance with Article 40 – Grievance and Arbitration Procedure. The Arbitration Board's decision shall be effective retroactive to the Employee's date of employment in the new position, and shall be final and binding on both parties.

ARTICLE 49 – HOSPITAL POLICIES

49.01 All policies that interpret the Collective Agreement must be done in consultation with the Union.

49.02 The Forum for such consultation shall be the Labour Management Committee

ARTICLE 50 – PENSION PLAN AND WELFARE PLANS

1. Group Life Insurance (Mandatory Benefit)

Cost Shared – 50% Employee paid
– 50% Employer paid

Benefit – 2 times basic salary

2. Accidental Death and Disbursement (Optional Benefit)

100% Employee paid

Benefit – 2 times basic salary

3. Dependent Life Insurance (Optional Benefit)

100% Employee paid

4. Long Term Disability (Mandatory Benefit)

100% Employer paid

Benefit – 66.6% of weekly wage, maximum \$650.00 per week

5. Extended Health (Optional Benefit)

Cost shared – 25% Employee paid
– 75% Employer paid

Benefit – As explained below

6. Dental Plan (Optional Benefit)

Benefit – As explained on next page

Cost shared – 25% Employee paid
– 75% Employer paid

Benefit – As explained below

7. Hospital of Ontario Pension Plan (Mandatory Benefit)

Dental Benefit

Cost shared – 25% Employee paid
– 75% Employer paid

Explanation of Benefits (for above list):

90% Reimbursed Benefits:

Diagnostics
Preventative
Minor Restorative
Endodontics
Periodontics
Minor Prosthodontics
Surgery
Adjunctive Services

50% Reimbursed Benefits:

Major Restorative
Major Prosthodontics
Orthodontic – applies for Employee, spouse, and eligible dependents under age 21, or age 21 to 25 if in full-time attendance in school or post-secondary school.

Annual Dental Benefit:

\$1,250.00, excluding Orthodontic

Orthodontic Lifetime Benefit:

\$2,500.00

Extended Health:

Cost Shared – Employee 25%,
– Employer 75%
Deductible: – Single \$25.00, Family \$40.00

80% Reimbursement

\$400.00 – maximum lifetime benefit for smoking cessation drugs
\$150.00 – per day hospital benefit (equivalent to Level III)

No reimbursement for 'over-the-counter drugs'

Travel Benefit

\$1,000,000.00 – lifetime benefit

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

50.01 The terms and conditions of the Weeneebayko Health Ahtuskaywin Pension Plan shall apply to Employees covered by this Collective Agreement.

50.02 If the premiums paid by the Employer for any Employee benefits are reduced as a result of any legislative change or other action, the amount of the saving shall be used to increase other benefits available to the Employees, as may be mutually agreed between the parties, providing such change affects a majority of the Employees.

50.03 The Union shall be consulted on any proposed amendments or changes with respect to welfare plans and benefits.

50.04 For the purpose of this Article, for each calendar month for which the Employee receives pay for at least ten (10) days, the Employer shall pay its portion of the premium for the benefit plans as specified in this Article, but not otherwise. However, Employees may obtain benefit continuation by paying, at least two clear months in advance, both the Employer's and their share of the benefit premiums, subject to the terms of the benefit plans.

ARTICLE 51 - MISCELLANEOUS

*51.01 Retention Incentive for Employees in the Laboratory, X ray and RPN Group. The employer agrees to pay to employees in Laboratory, X ray and RPN Group a retention incentive of \$3,500 per year.

51.02 **Meal Rates Incidental Expenses Private Accommodations**

The daily meal rates shall be \$44.85 per day. The incidental rates shall be \$6.00 per day. Private Accommodation shall be \$30.00.

***ARTICLE 52 – RATES OF PAY – SEE APPENDIX A, B & C**

The following applies to all Collective Agreements attached hereto. Add the following general wage increases to the April 1, 2009 wage rates:

April 1, 2009 – 3%
April 1, 2010 – 2%

Note: a one time increase of \$1.75 per hour for the HS07 and the MAC1 effective the date of signing.

ARTICLE 53 – DURATION AND RE-OPENER – SEE APPENDIX A, B & C

All provisions of the three Collective Agreements come into force upon mutual ratification. The term of all three Collective Agreements shall be from April 1, 2009 to March 31, 2011.

***Amendment by Mutual Consent**

The provisions of the three Collective Agreements may be amended by mutual consent. If either party wishes to amend these Agreements, it shall give to the other party notice of any amendment proposed and the parties shall meet and discuss such proposal not later than one (1) calendar month after receipt of such notice.

Signed on April 15, 2010

For the Union

W. L. ...
...

For the Employer

Kelly ...
...

[Signature]

[Signature]

John Sullivan

[Signature]

LETTERS OF AGREEMENT

Between

WEENEEBAYKO GENERAL HOSPITAL

and

THE PUBLIC SERVICE ALLIANCE OF CANADA

Re: Relocation Expenses

Relocation Expenses shall be in accordance with the Isolated Post Directive.

Re: Casual Employees

The new definition of “casual Employee” set out in clause 2.01(e) of Article 2 – Interpretation and Definitions, took effect upon ratification, that being January 15, 2003.

The phrase “in a year” in clause 2.01(e) of Article 2 – Interpretation and Definitions, shall be the Employer’s fiscal year, that being April 1st to March 31st of the next year.

The phrase “actually worked” does not include hours paid but not worked, such as holiday pay, vacation pay, overtime pay, etc.

If a casual Employee actually works more than one thousand twelve hundred and fifty (1250) hours in a fiscal year, that Employee shall then become a regular Employee who will be covered by the Collective Agreement, and will have a seniority date effective upon the first (1st) day of the next pay period following which the Employee actually worked more than one thousand twelve hundred and fifty (1250) hours.

The one thousand twelve hundred and fifty (1250) hours must be accumulated on one bargaining unit. Hours actually worked in other bargaining units shall not count nor be added together.

Signed on April 15, 2010.

For the Union

For the Employer

***LETTER OF UNDERSTANDING**

between

Weeneebayko Health Ahtuskaywin

and

Public Service Alliance of Canada

Re: Job Security - Applies to all units

In the event that integration occurs prior to the expiry of this Collective agreement, it is understood by the Parties that no current employee of WHA will lose employment involuntarily as a direct result of the integration of services.

The Hospital will notify employees and the Bargaining Agent immediately after an official transfer date is confirmed and will provide the Union with pertinent information and reorganization plans as soon as they are available.

Signed on April 15, 2010.

For the Union

For the Employer

COLLECTIVE AGREEMENT

Between

WEENEEBAYKO HEALTH AHTUSKAYWIN

**WEENEEBAYKO GENERAL HOSPITAL
(the “Employer”)**

and

**THE PUBLIC SERVICE ALLIANCE OF CANADA
(the “Alliance”)**

For the

HOSPITAL UNIT

(APPENDIX A)

EXPIRY – MARCH 31, 2011

HOSPITAL COLLECTIVE AGREEMENT

APPENDIX A

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

1. THIS APPENDIX A

AND

2. THE SHARED PROVISIONS CONTAINED IN THIS AGREEMENT SIGNED BY THE HOSPITAL AND PSAC ON APRIL 15 2010.

ARTICLE 6 – RECOGNITION

6.01 The Employer recognizes the Alliance as the exclusive bargaining Agent for all Employees employed at Weeneebayko General Hospital in Moose Factory, ON, excluding the Chief X-Ray Technologist, Laboratory Supervisor, Manager – Medical Records, Manager – Finance and Administration, nurses, food service workers, maintenance workers, laundry and housekeeping personnel, security guards, human resources assistant, administrative secretary, inpatient coordinator, managers, casual and term Employees.

ARTICLE 18 – HOURS OF WORK AND OVERTIME

18.01 For the purpose 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.

18.02 When hours of work are scheduled for employees on a regular basis, they shall be scheduled so that employees:

(a) on a weekly basis – work thirty-seven and one-half (37 1/2) hours and five (5) days per week, or forty (40) hours per week for operational units, and

(b) on a daily basis – work seven and one-half (7 1/2) hours per day, or eight (8) hours per day for operational units.

18.03 When, because of the operational requirements of the service, hours of work are scheduled for employees on a rotating or irregular basis, they shall be scheduled so that Employees work an average of thirty-seven and one-half (37 1/2) hours per week and either;

(a) seven and one-half (7 1/2) hours per day, or eight (8) hours per day for operational units, and an average of five (5) days per week, or

(b) upon the request of the majority of the employees affected, and with the concurrence of the employer, an average of seven and one-half (7 1/2) hours per

day or eight (8) hours per day for operational units, provided no shift in excess of twelve (12) hours is involved.

- 18.04 Notwithstanding clause 17.02, the commencement and/or end of each shift may be varied by fifteen (15) minutes to provide for the continuity and/or an appropriate length of the meal period.
- 18.05 When scheduling hours of work, the employer shall consider the wishes of the majority of employees concerned in the arrangement of shifts within a shift schedule.
- (a) Every reasonable effort shall be made by the Employer;
- (i) not to schedule the commencement of a shift within eight (8) hours of the completion of the Employee's previous shift, and
 - (ii) to avoid excessive fluctuation in hours of work, and
 - (iii) to schedule hours of work so that the work schedule shall provide an employee with one (1) weekend (Saturday and Sunday) off duty for each twenty-eight (28) day period and, where possible, the schedule may provide an employee with every second (2nd) weekend off duty, and
 - (iv) not to schedule more than eight (8) consecutive days of work, unless otherwise requested by the employees, and
 - (v) to schedule 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.
- 18.06 The employer shall schedule hours of work for all employees. Working schedules 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. Shifts shall be allocated on an equitable basis amongst employees governed by the same schedule.
- 18.07 An employee's scheduled hours of work shall not be construed as guaranteeing the employee minimum or maximum hours of work.
- 18.08 If an employee is given less than five (5) days advance notice of a change in his/her shift schedule, he/she will receive a premium rate of time and one-half (1 1/2) for work performed on the first shift changed. Subsequent shifts worked on the new schedule shall be paid for at the hourly rate of pay.
- 18.09 The employer agrees that before a schedule of working hours is changed, the change will be discussed with the appropriate Steward of the Alliance, if the change will affect a majority of the employees governed by the schedule.

18.10 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.

18.11 Rest Periods

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

18.12 Days of Rest

Where 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 (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.

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/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.

18.13 Notwithstanding anything to the contrary contained in this Agreement, the implementation of any variation in hours (clause 18.03(b)), 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.

Employees covered by clause 18.03(b), shall be subject to the variable hours of work provisions established in the master Agreement.

18.14 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.

18.15 The Alliance is entitled to consult the Chief Executive Officer or the appropriate Director whenever it is alleged that Employees are required to work unreasonable amounts of overtime.

18.16 Overtime Compensation

Subject to clause 18.17, overtime shall be compensated for at the following rates:

- (a) Time and one-half (1 1/2), except as provided for in clause 18.16(b);
- (b) Double time (x2) 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 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) Compensatory leave shall be accumulated up to a maximum running balance of one hundred and twenty (150) hours. Employees having reached the one hundred and twenty (150) hours compensatory leave maximum, shall take all compensation earned in cash until the said balance is reduced to less than one hundred and twenty (150) hours;
- (e) All hours left in the Compensatory Leave Bank at year end, shall be carried over into the following year.

- 18.17 (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 four (4) 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 18.17(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.

18.18 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.

18.19 When an Employee reports to work overtime, under the conditions described in clause 18.18, 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 his/her automobile when the Employee travels by means of his/her 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.

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

18.21 Rest Periods

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

***18.22 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 ten dollars (\$10.00), 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 ten dollars (\$10.00) 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.
- 18.23 (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 workdays 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 29 – TRAVEL BETWEEN WORK SITES

29.01 When an employee is required to perform work at other than his **normal** workplace, and the employee's status is such that the employee is not entitled to claim expenses for lodging and meals, the employer shall provide transportation, or mileage allowance, in lieu for travel between the employee's normal workplace and any other workplace(s).

ARTICLE 33 – PREMIUMS

33.01 Shift Premium

A shift work employee will receive a shift premium of one dollar (\$1.00) per hour for all hours worked, including overtime hours, between 4:00 p.m. to 8:00 a.m. The shift premium will not be paid for hours worked between 8:00 a.m. to 4:00 p.m.

***33.02 Weekend Premium**

- (a) Employees shall receive an additional premium rate of one dollar (\$1.00) per hour for work on a Saturday and/or Sunday for hours worked as stipulated in (b) below.
- (b) Weekend premium shall be payable in respect of all regularly scheduled hours at straight time rated worked on Saturday and/or Sunday.

33.03 Split Shift Premium

The employer agrees not to introduce split shifts during the life of the Collective Agreement.

33.04 Where operational requirements permit the meal period will be as close to the middle of the shift as possible and will be taken at the location other than the place of duty. Due to the necessity of responding quickly to codes, designated employees working shifts must take their meal period in the Hospital, however, such meal periods shall be compensated as if the time had been worked. Where operational requirements prevent an employee from taking his entitled meal period he shall be compensated for this additional time worked at the applicable overtime rate.

ARTICLE 39 – OTHER AGREEMENTS

Labour Management Consultation Agreements

39.01 Agreements concluded by the Labour Management Committee shall form part of this Collective Agreement.

39.02 The following directives or policies as amended from time to time by the Labour Management Committee and approved by the bargaining Agent, shall form part of this Collective Agreement:

- (1) Isolated Post Directive;
- Upon production of receipts, an employee shall be reimbursed for equivalent airfare to and from Moose Factory to Toronto twice (2x) per fiscal year;
- (2) Travel Policy;
- The four (4) travel days that are incorporated in the Travel Policy for Isolated Post Directive shall, henceforth, be used in conjunction with any vacation leave usage.

The kilometer rate for the use of a personal vehicle shall be \$0.37 per kilometer

The Meal Allowance, Incidental Allowance and the Private Accommodation Allowance shall be as per the present hospital policy.

- (3) Clothing Policy;
- Upon production of receipts, an employee shall be reimbursed one hundred dollars (\$100.00) for the purchase of work boots.

Health and Safety Standards:

- (4) Boilers and Pressure Vessels;
- (5) Dangerous Substances;
- (6) Electrical;
- (7) Elevating Devices;
- (8) First Aid;
- (9) Hand Tools and Portable Power Tools;
- (10) Hazardous Confined Spaces;
- (11) Machine Guarding;
- (12) Materials Handling;
- (13) Motor Vehicle Operations;
- (14) Noise Control and Hearing Conservation;
- (15) Personal Protective Equipment;

- (16) Pesticides;
- (17) Elevated Work Structures;
- (18) Use and Occupancy of Buildings;
- (19) Sanitation.

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

39.01 Grievances, in regard to the above directives and policies, shall be filed in accordance with clause 40.01 of Article 40 – Grievance and Arbitration Procedure in the Collective Agreement

ARTICLE 47 – SENIORITY

47.01 Probationary Period

All newly hired Employees will be considered on probation for a period of up to one (1) working year. Employment, during probation, will be credited to the Employee for the calculation of continuous employment and seniority.

A probationary period will only apply upon initial appointment to the Weeneebayko Health Ahtuskaywin.

During the probation period, the Employee will be provided with orientation, training and guidance. This is to ensure that he/she understands his/her job duties and the Employer's performance requirements. Not later than the mid-point of his/her probationary period, the Employee will have his/her job performance evaluated in accordance with the performance review process as outlined in Article 35 of the Collective Agreement.

The Employee will be given written notification of the successful completion of his/her probationary period.

A newly hired Employee may have his/her employment terminated for just cause if he/she is found to be unsuitable for continuing employment. In determining the suitability of employment of a probationary Employee, only factors that can reasonably be expected to affect work will be evaluated.

In the case of a subsequent appointment to another position, a three (3) month trial period will be in effect, during which time the Employee who has moved to the new position and who does not wish to remain in that position, or does not satisfy the job requirements of that position, will be returned to the former position. Any other Employees, whose positions were changed as a result of the selection process, shall also be returned to their former positions.

Every Employee, terminated by reason of rejection on probation, shall be given a two (2)-week paid notice period.

47.02 **Definition of Seniority**

Full-time Employees will accumulate seniority on the basis of their continuous service in the bargaining unit from the last date of hire, except as otherwise provided herein.

Seniority will operate on a bargaining unit wide basis. Part-time Employees will accumulate seniority on the basis of one (1) year's seniority for each one thousand nine hundred and fifty (1950) hours worked (2080 for operations persons) in the bargaining unit as of the last day of hire, except as otherwise provided herein.

47.03 **Loss of Seniority**

An Employee shall lose all seniority and service, and shall be deemed to have been terminated if he/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 five (5) or more consecutive working days, without notifying the Employer of such absence and proving to the Employer a satisfactory reason;
- (e) is absent due to illness or disability for a period of thirty (30) calendar months from the time the disability or illness commenced;
- (f) is laid off for a period exceeding twelve (12) months;

47.04 **Effect of Absence**

- (a) It is understood that during an approved unpaid absence, not exceeding thirty (30) continuous calendar days, or any approved absence paid by the Employer, both seniority and service will accrue.
- (b) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days, and the benefits concerned appropriately reduced on a pro rata basis and the Employee's anniversary date adjusted accordingly. In addition, the Employee will become responsible for full payment of subsidized Employee benefits in which he/she is participating for the period of absence, except that the Hospital will continue to pay its share of the premiums up to eighteen (18) months while an Employee is in receipt of W.S.I.B. benefits. The Employer will continue to pay its share of the premiums from the commencement of the leave while an Employee is on maternity, adoption, and/or parental leave. Service shall accrue from the commencement of the leave if an Employee is on maternity, adoption, and/or parental leave. Notwithstanding this provision,

service shall accrue for a period of fifteen (15) weeks if an Employee's absence is due to a disability resulting in W.S.I.B. benefits.

- (c) It is further understood that during an unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or lay off shall be suspended and not accrue during the period of absence. Notwithstanding this provision, seniority shall accrue during maternity or adoption leave, or for a period of eighteen (18) months if an Employee's absence is due to a disability resulting in W.S.I.B. benefits or LTD benefits, or for a period of one (1) year if an Employee's unpaid absence is due to an illness.

47.05 Transfer and Seniority Outside the Bargaining unit

Effective for Employees transferred out of the bargaining unit:

- (a) It is understood that an Employee shall not be transferred by the Hospital to a position outside the bargaining unit without his/her consent, except in the case of a temporary assignment not exceeding six (6) months. 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 (c) below, accumulate seniority. In the event the Employee is returned by the Hospital to a position in the bargaining unit, he/she shall be credited with the seniority held at the time of transfer and resume accumulation from the date of return to the bargaining unit.
- (c) In the event an Employee, transferred out of the bargaining unit under (b) above, is returned to the bargaining unit within a period of six (6) calendar months, he/she shall accumulate seniority during the period of time outside the bargaining unit.

ARTICLE 52 – RATES OF PAY

52.01 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 rates of pay.

Signed on April 15, 2010.

For the Union

For the Employer

LETTERS OF AGREEMENT
Between
WEENEEBAYKO GENERAL HOSPITAL
and
THE PUBLIC SERVICE ALLIANCE OF CANADA

Re: Housing Rental Rates

Current residence rates may be adjusted in the same manner and to the same extent that would be allowed if the accommodation was subject to rent controls. To resolve any disputes, the parties will ask the Rent Control Commission to rule, notwithstanding its lack of jurisdiction. If the Rent Control Commission declines to rule, the parties will agree to an Arbitrator or some other party to adjudicate the dispute based on the rules and regulations of the Rent Control Commission.

***Re: The Professional Status of Employees
Employed In the X-Ray and Laboratory Areas**

The Hospital recognizes that those persons employed in the x-ray and laboratory areas, who meet the criteria established by the following bodies – College of Medical Radiation Technologists, the Canadian Association of Dental Hygienists, the Canadian Association of Medical Radiation Technology, the Board of Radiation Technologists, the College of Medical Laboratory Technologists, and the Canadian Society of Laboratory Technologists – are professionals pursuant to the Regulated Health Professions Act.

Signed on April 15, 2010.

For the Union

For the Employer

MEMORANDUM OF UNDERSTANDING

Between

WEENEEBAYKO GENERAL HOSPITAL

and

THE PUBLIC SERVICE ALLIANCE OF CANADA

Re: Pay Equity Legislation

The Weeneebayko Health Ahtuskaywin undertakes to make the legal inquiries in order to determine any legal obligations, if any, that arise out of the Pay Equity Legislation, and further undertakes to try to get funding that would follow from such obligation.

Signed on April 15, 2010.

For the Union

For the Employer

SCHEDULE A

JOB CLASSIFICATION – HOSPITAL UNIT

The following positions are included in the job classifications listed in the proceeding wage schedule:

JOB CLASSIFICATION

TITLE

AS-01	Pay and Benefits Administrator
AS-02	Supervisor, Client Services Administration Officer for Physician Services
HP-04	Stationary Engineer
HP-03	Stores Assistant
HS-05	Dental Assistant Health Care Aide Physiotherapy Aide
HS-07	Registered Practical Nurse
AUD-01	Audiometric Technician

JOB CLASSIFICATION

TITLE

CR-03	Driver/Transportation Coordinator Boarder Coordinator Records and Accounts Receivable Clerk Patient Registration Clerk / Receptionist Unit Clerk OHIP Billing Clerk
CR-04	Travel & Relocation Clerk Accounts Clerk
EG 02	Pharmacy Technician
EG-04	X-Ray Technologist Laboratory Technologist
ST-SCY-01	Medical Secretary
ST-SCY-02	O.R. Administrative Assistant / Transcription Specialist

SCHEDULE B

RATES OF PAY

ADMINISTRATIVE SERVICES

AS-01		April 1, 2009	Signing	April 1, 2010
Level 1	\$ 19.87	20.46	20.46	20.87
Level 2	\$ 20.66	21.27	21.27	21.70
Level 3	\$ 21.44	22.08	22.08	22.52
Level 4	\$ 22.22	22.89	22.89	23.35
Level 5	\$ 23.01	23.70	23.70	24.17

AS-02		April 1, 2009	Signing	April 1, 2010
Level 1	\$ 22.11	22.77	22.77	23.23
Level 2	\$ 22.99	23.68	23.68	24.15
Level 3	\$ 23.87	24.58	24.58	25.07
Level 4	\$ 24.75	25.49	25.49	26.00

HEATING POWER AND STATIONARY PLANT OPERATION

HP-04		April 1, 2009	Signing	April 1, 2010
Level 1	\$ 21.67	22.32	22.32	22.77
Level 2	\$ 22.16	22.83	22.83	23.29
Level 3	\$ 22.66	23.34	23.34	23.81

HOSPITAL SERVICES GROUP

		April 1, 2009	Signing	April 1, 2010
HS-03	\$ 16.54	17.04	17.04	17.38
HS-05	\$ 19.87	20.46	20.46	20.87
HS-07	\$ 21.42	22.06	23.81	24.29

AUDIOMETRIC TECHNICIAN

		April 1, 2009	Signing	April 1, 2010
AUD1	\$ 21.42	22.06	22.06	22.50

CLERICAL AND REGULATORY

		April 1, 2009	Signing	April 1, 2010
CR-03				
Level 1	\$ 15.44	15.90	15.90	16.22
Level 2	\$ 15.90	16.38	16.38	16.71
Level 3	\$ 16.36	16.85	16.85	17.19
Level 4	\$ 16.82	17.32	17.32	17.67

		April 1, 2009	Signing	April 1, 2010
CR-04				
Level 1	\$ 17.08	17.59	17.59	17.94
Level 2	\$ 17.59	18.12	18.12	18.48
Level 3	\$ 18.11	18.65	18.65	19.02
Level 4	\$ 18.62	19.18	19.18	19.56

ENGINEERING AND SCIENTIFIC SUPPORT

EG-02

		April 1, 2009	Signing	April 1, 2010
Level 1	\$ 19.13	19.70	19.70	20.09
Level 2	\$ 19.96	20.56	20.56	20.97
Level 3	\$ 20.76	21.38	21.38	21.81
Level 4	\$ 21.59	22.24	22.24	22.68
Level 5	\$ 22.46	23.13	23.13	23.59
Level 6	\$ 23.35	24.05	24.05	24.53

EG-04

		April 1, 2009	Signing	April 1, 2010
Level 1	\$ 26.47	27.26	27.26	27.81
Level 2	\$ 27.51	28.33	28.33	28.90
Level 3	\$ 28.65	29.51	29.51	30.10
Level 4	\$ 29.79	30.68	30.68	31.29
Level 5	\$ 30.93	31.86	31.86	32.50
Level 6	\$ 32.08	33.04	33.04	33.70
Level 7	\$ 33.21	34.21	34.21	34.89
Level 8	\$ 34.34	35.37	35.37	36.08
Level 9	\$ 35.50	36.56	36.56	37.29

OTHER**TIMMINS RESIDENTIAL CARE**

TRC		April 1, 2009	Signing	April 1, 2010
Level 1	\$ 16.54	17.04	17.04	17.38

TRA		April 1, 2009	Signing	April 1, 2010
Level 1	\$ 14.36	14.79	14.79	15.09

COMPUTER SERVICES

CST1		April 1, 2009	Signing	April 1, 2010
Level 1	\$ 21.22	21.85	21.85	22.29
Level 2	\$ 21.75	22.40	22.40	22.85
Level 3	\$ 22.33	23.00	23.00	23.46
Level 4	\$ 22.92	23.60	23.60	24.07
Level 5	\$ 23.55	24.26	24.26	24.75

SECRETARIAL, STENOGRAPHIC, TYPING

SCY-01		April 1, 2009	Signing	April 1, 2010
Level 1	\$ 14.36	14.79	14.79	15.09
Level 2	\$ 14.61	15.05	15.05	15.35
Level 3	\$ 15.03	15.48	15.48	15.79
Level 4	\$ 15.45	15.91	15.91	16.23
Level 5	\$ 15.88	16.36	16.36	16.69

COLLECTIVE AGREEMENT

Between

WEENEEBAYKO HEALTH AHTUSKAYWIN

**WEENEEBAYKO GENERAL HOSPITAL
(the “Employer”)**

and

**THE PUBLIC SERVICE ALLIANCE OF CANADA
(the “Alliance”)**

For the

SECURITY UNIT

(APPENDIX B)

EXPIRY – MARCH 31, 2011

SECURITY COLLECTIVE AGREEMENT

APPENDIX B

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

1. THIS APPENDIX B

AND

2. THE SHARED PROVISIONS CONTAINED IN THIS AGREEMENT SIGNED BY THE HOSPITAL AND PSAC ON APRIL 15 2010.

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, ON, excluding the Manager, casual and term Employees.

ARTICLE 18 – HOURS OF WORK AND OVERTIME

18.01 For the purpose 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.

18.02 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 the Employees work forty (40) hours per week, eight (8) hours per day Monday through Friday inclusive, between the hours of 8:00 a.m. and 5:00 p.m. and with one (1) hour for lunch.

The hours of work shall be scheduled on a rotating basis from Sunday to Saturday, between the hours of 12:00 a.m. and 11.59 p.m., excluding the Supervisor, who will work on a non-rotating basis.

18.03 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 18.07.

18.04 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.

18.05 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.

18.06 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 (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.

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/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.

18.07 An Employee whose scheduled hours of work are changed without forty-eight (48) hours' prior notice:

- (a) Shall be compensated at the rate of time and one-half (1 1/2) 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/her previously scheduled days of rest next following the change, or, if worked, such days of rest shall be compensated in accordance with clause 18.13.

- 18.08
- (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 (5) 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.

- 18.09 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.
- 18.10 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/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.
- 18.11 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.
- 18.12 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.

18.13 Overtime Compensation

Subject to clause 18.17, 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 time (x2) 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 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 one hundred and fifty (150) hours. Employees having reached the one hundred and fifty (150) hours compensatory leave maximum, shall take all compensation earned in cash until the said balance is reduced to less than one hundred and fifty (150) hours;
 - (f) Time worked on overtime shall be rounded off to the nearest fifteen (15) minute increment and shall be paid at that rate.
- 18.14 (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 44 -- Part-time Employees.
- 18.15 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.
- 18.16 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 his/her automobile when the Employee travels by means of his/her 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.
- 18.17 An Employee is entitled to overtime compensation for each completed fifteen (15) minute period of overtime worked by the Employee.

18.18 Rest Periods

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

*18.19 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 ten dollars (\$10.00), 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 ten dollars (\$10.00) 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.

- 18.20 (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 workdays 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 33 – 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 hr.
- (b) Night Shift: For work between the hours of 12:00 a.m. to 8 a.m. – \$1.00 per hr.
- * (c) Weekend Premium: Employees shall receive an additional premium of one dollar (\$1.00) 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 39 – OTHER AGREEMENTS

39.01 Agreements concluded by the National Joint Council (NJC) of the Public Service on items which may be included in a Collective Agreement, are included and form part of this Agreement.

39.02 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.

39.03 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) Travel Policy;
 - (a) For the following Employees and their immediate families as defined by the Isolated Post Directive: William Corston Jr., Leonard Corston, and William Gunner,

60% of the current airfare from Moose Factory to Toronto return shall be paid in cash twice per year – April 1st and October 1st, 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 (4) travel days, that are incorporated in the Travel Policy for Isolated Post Directive shall, henceforth, be used in conjunction with any vacation leave usage.

(d) The kilometer rate for the use of a personal vehicle shall be \$0.37 per kilometer.

(e) The Meal Allowance, Incidental Allowance and the Private Accommodation Allowance shall be as per the present hospital policy.

- (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 and 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.

- 39.04 Grievances, in regard to the above directives and policies, shall be filed in accordance with clause 39.01 of Article 39 – Grievance and Arbitration Procedure in the Collective Agreement.

ARTICLE 47 – SENIORITY

47.01 A new Employee will be considered to be on probation until he/she has completed thirty (30) days of work or two hundred and forty (240) hours, whichever comes first.

47.02 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 will operate on a bargaining unit wide basis. Part-time Employees, including casual Employees, will accumulate seniority on the basis of one (1) year's seniority, for each two thousand and eighty (2080) hours worked.

47.03 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.

47.04 Loss of Seniority

An Employee shall lose all seniority and service, and shall be deemed to have been terminated if he/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 thirty (30) calendar months from the time the disability or illness commenced;
- (e) is laid off for a period exceeding twelve (12) months.

47.05 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/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 (c) below, accumulate seniority. In the event the Employee is returned to the bargaining unit, he/she shall be credited with the seniority held at the time of transfer and resume accumulation from the date of return.

- (c) In the event an Employee is returned to the bargaining unit within a period of six (6) calendar months, he/she shall accumulate seniority during the period of time outside the bargaining unit.

ARTICLE 52 – RATES OF PAY

52.01 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 rates of pay.

52.02 For purposes of pay, both William Corston Jr and Leonard Corston are recognized by the Employer as being "Red Circled"

DULY EXECUTED BY THE PARTIES THIS 15TH DAY OF APRIL 2010.

For the Union

For the Employer

SCHEDULE A

RATES OF PAY – SECURITY UNIT

		April 1, 2009	Signing	April 1, 2010
Supervisor	\$ 18.41	18.96	18.96	19.34
Asst. Supervisor	\$ 17.74	18.27	18.27	18.64
Guard	\$ 17.74	18.27	18.27	18.64

SCHEDULE B

UNIFORMS AND PROTECTIVE CLOTHING

1. At the discretion of the Employer, each security guard shall be provided with:

- 3 pairs trousers
- 3 short-sleeve shirts
- 3 long-sleeve shirts
- 2 ties
- 1 three-in-one all season jacket

These items 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, two (2) coveralls, two (2) raincoats (one large and one extra large), and one (1) 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. Casual Employees will be issued sufficient uniform items, but not necessarily all items or quantities.

COLLECTIVE AGREEMENT

Between

WEENEEBAYKO HEALTH AHTUSKAYWIN

**WEENEEBAYKO GENERAL HOSPITAL
(the “Employer”)**

and

**THE PUBLIC SERVICE ALLIANCE OF CANADA
(the “Alliance”)**

For the

MAINTENANCE UNIT

(APPENDIX C)

EXPIRY – MARCH 31, 2011

MAINTENANCE COLLECTIVE AGREEMENT

APPENDIX C

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

1. THIS APPENDIX C

AND

2. THE SHARED PROVISIONS CONTAINED IN THIS AGREEMENT SIGNED BY THE HOSPITAL AND PSAC ON APRIL 15 2010

ARTICLE 6 – RECOGNITION

6.01 The Employer recognizes the Alliance as the exclusive bargaining Agent for all Employees employed in maintenance by the Employer at Weeneebayko General Hospital in Moose Factory, ON, and at other locations in the Moose Factory Zone, namely Fort Albany, Kashechewan, Attawapiskat, and Peawanuck, excluding Superintendent of Maintenance, managers, casual and term Employees.

ARTICLE 18 – HOURS OF WORK AND OVERTIME

18.01 For the purpose 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.

18.02 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 8:00 a.m. and 5:00 p.m., and with one (1) hour for lunch.

18.03 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 18.07.

18.04 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.

- 18.05 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.
- 18.06 Where 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 (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 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/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.

- 18.07 An Employee whose scheduled hours of work are changed without forty-eight (48) hours' prior notice:
- (a) Shall be compensated at the rate of time and one-half (1 1/2) 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/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.
- 18.08 (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 (5) 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.

- 18.09 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.
- 18.10 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/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.

18.11 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.
- 18.12 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.

18.13 Overtime Compensation

Subject to clause 18.17, overtime shall be compensated for at the following rates:

- (a) Time and one-half (1 1/2), except as provided for in clause 18.13(b);
- (b) Double time (x2) 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 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 one hundred and fifty (150) hours. Employees having reached

the one hundred and fifty (150) hours compensatory leave maximum, shall take all compensation earned in cash until the said balance is reduced to less than one hundred and fifty (150) hours;

- 18.14 (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 18.14(a) above, does not apply to part-time Employees. Part-time Employees will receive a minimum payment, in accordance with Article 44 – Part-time Employees.

18.15 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.

18.16 When an Employee reports to work overtime, under the conditions described in clause 18.15 above, 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 his/her automobile when the Employee travels by means of his/her 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 as time worked.

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

18.18 Rest Periods

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

***18.19 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 ten dollars (\$10.00), 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 ten dollars (\$10.00) 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.
- 18.20
- (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 workdays 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 29 – TRAVEL BETWEEN WORK SITES

29.01 When an Employee is required to perform work at other than his normal workplace, and the Employee's status is such that the Employee is not entitled to claim expenses for lodging and meals, the Employer shall provide transportation or mileage allowance, in lieu for travel between the Employee's normal workplace and any other workplace(s).

ARTICLE 33 – PREMIUMS

33.01 There shall be no shift work.

***33.02 Weekend Premium**

- (a) Employees shall receive an additional premium of one dollar (\$1.00) per hour for work on Saturday and/or Sunday for hours worked as stipulated in (b) below.
- (b) Weekend premium shall be payable in respect of all regularly scheduled hours at straight time rates worked on Saturday and/or Sunday.

33.03 Shift Differential

A supervisory differential, as established in Appendix C, shall be paid to Employees in the bargaining unit, who encumber positions which receive a supervisory rating under the classification standard, and who perform supervisory duties.

33.04 Dirty Work Allowance

When an Employee is required to come in physical contact with the pollutant, while engaged in the cleaning up of oil spills in excess of two hundred (200) litres, which resulted from a marine disaster, mechanical failure, bunkering or fuel transfer operations, the Employee shall receive, in addition to the appropriate rate of pay, an additional one-half (1/2) his straight time rate for every fifteen (15)-minute period, or part thereof, worked. All of the foregoing duties must have the prior approval of the Employer before work is commenced.

ARTICLE 39 – OTHER AGREEMENTS

39.01 Agreements concluded by the Labour Management Committee shall form part of this Collective Agreement.

39.02 The following directives or policies, as amended from time to time by the Labour Management Committee and approved by the bargaining Agent, shall form part of this Agreement:

- (1) Travel Policy:
 - (a) 60% of the current airfare from Moose Factory to Toronto return per adult and per child shall be paid in cash twice per year, April 1st and October 1st, no receipts required;
 - (b) The four (4) travel days, that are incorporated in the Travel Policy for Isolated Post Directive, shall, henceforth, be used in conjunction with any vacation leave usage;
 - (c) The kilometer rate for the use of a personal vehicle shall be \$0.37 per kilometer;
 - (d) The Meal Allowance, Incidental Allowance and the Private Accommodation Allowance shall be as per the present hospital policy.
- (2) Withdrawal from Work in Imminent Danger Policy and Procedures;
- (3) Isolated Post Directive;
- (4) Clothing Policy – Upon the production of receipts, an Employee shall be reimbursed \$100.00 for the purchase of work boots;
- (5) Living Accommodation Charges Policy;
- (6) First Aid to the General Public – Allowance for Employees;
- (7) Memorandum of Understanding on the Definition of the Word “Spouse”;
- (8) Relocation Policy;
- (9) Commuting Assistance Policy;
- (10) Bilingualism Policy (English and Cree only);

Health and Safety Standards (11/26):

- (11) Boilers and Pressure Vessels;
- (12) Dangerous Substances;
- (13) Electrical;
- (14) Elevating Devices;
- (15) First Aid;
- (16) Hand Tools and Portable Power Tools;
- (17) Hazardous Confined Spaces;
- (18) Machine Guarding;
- (19) Materials Handling;
- (20) Motor Vehicle Operations;
- (21) Noise Control and Hearing Conservation;
- (22) Personal Protective Equipment;
- (23) Pesticides;
- (24) Elevated Work Structures;
- (25) Use and Occupancy of Buildings;
- (26) Sanitation.

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

ARTICLE 47 – SENIORITY

47.01 Probationary Period

All newly hired Employees will be considered on probation for a period of up to one (1) working year. Employment, during probation, will be credited to the Employee for the calculation of continuous employment and seniority.

A probationary period will only apply upon initial appointment to the Weeneebayko Health Ahtuskaywin.

During the probation period, the Employee will be provided with orientation, training and guidance. This is to ensure that he/she understands his/her job duties and the Employer's performance requirements. Not later than the mid-point of his/her probationary period, the Employee will have his/her job performance evaluated in accordance with Article 35 – Performance Review and Employee Files, of the Collective Agreement.

The Employee will be given written notification of the successful completion of his/her probationary period.

A newly hired Employee may have his/her employment terminated for just cause if he/she is found to be unsuitable for continuing employment. In determining the suitability of employment of a probationary Employee, only factors that can reasonably be expected to affect work will be evaluated.

In the case of a subsequent appointment to another position, a three (3) month trial period will be in effect, during which time the Employee who has moved to the new position and who does not wish to remain in that position or does not satisfy the job requirements of that position, will be returned to the former position. Any other Employees, whose positions were changed as a result of the selection process, shall also be returned to their former positions.

Every Employee, terminated by reason of rejection on probation, shall be given a two (2)-week paid notice period.

47.02 Definition of Seniority

Full-time Employees shall accumulate seniority on the basis of their continuous service in the bargaining unit from the last date of hire, except as otherwise provided herein.

Seniority will operate on a bargaining unit wide basis. Part-time Employees, including casual Employees, will accumulate seniority on the basis of one (1) year's seniority for each one thousand nine hundred and fifty (1950) hours worked (2080 for operations persons) in the bargaining unit as of the last day of hire, except as otherwise provided herein.

47.03 **Loss of Seniority**

An Employee shall lose all seniority and service, and shall be deemed to have been terminated if he/she:

- (a) resigns;
- (b) is discharged and not reinstated through the grievance/arbitration procedure;
- (c) is retired;
- (d) has been laid off for more than twelve (12) months;
- (e) is absent due to illness or disability for a period of five (5) or more consecutive working days, without notifying the Employer of such absence and proving to the Employer a satisfactory reason;
- (f) is absent due to illness or disability for a period of thirty (30) calendar months from the time the disability or illness commenced.

47.04 **Effect of Absence**

- (a) It is understood that during an approved unpaid absence, not exceeding thirty (30) continuous calendar days, or any approved absence paid by the Employer, both seniority and service will accrue.
- (b) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days, the benefits concerned appropriately reduced on a pro rata basis and the Employee's anniversary date adjusted accordingly. In addition, the Employee will become responsible for full payment of subsidized Employee benefits in which he/she is participating for the period of absence, except that the Hospital will continue to pay its share of the premiums up to eighteen (18) months while an Employee is in receipt of W.S.I.B. benefits. The Employer will continue to pay its share of the premiums from the commencement of the leave while an Employee is on maternity, adoption, and/or parental leave. Service shall accrue from the commencement of the leave if an Employee is on maternity, adoption, and/or parental leave. Notwithstanding this provision, service shall accrue for a period of fifteen (15) weeks if an Employee's absence is due to a disability resulting in W.S.I.B. benefits.
- (c) It is further understood that during an unpaid absence, credit for seniority for purposes of promotion, demotion, transfer, or lay off shall be suspended and not accrue during the period of absence. Notwithstanding this provision, seniority shall accrue during maternity, adoption, and/or

parental leave, or for a period of eighteen (18) months if an Employee's absence is due to a disability resulting in W.S.I.B. benefits or LTD benefits, or for a period of one (1) year if an Employee's unpaid absence is due to an illness.

47.05 Transfer and Seniority Outside the Bargaining unit

Effective for Employees transferred out of the bargaining unit:

- (a) It is understood that an Employee shall not be transferred by the Hospital to a position outside the bargaining unit without his/her consent, except in the case of a temporary assignment not exceeding six (6) months. 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 (c) below, accumulate seniority. In the event the Employee is returned by the Hospital to a position in the bargaining unit, he/she shall be credited with the seniority held at the time of transfer and resume accumulation from the date of return to the bargaining unit.
- (c) In the event an Employee, transferred out of the bargaining unit under (b) above, is returned to the bargaining unit within a period of six (6) calendar months, he/she shall accumulate seniority during the period of time outside the bargaining unit.

ARTICLE 52 – RATES OF PAY

52.01 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 rates of pay.

DULY EXECUTED BY THE PARTIES THIS 15TH DAY OF APRIL 2010.

For the Union

For the Employer

LETTER OF AGREEMENT

Between

WEENEEBAYKO GENERAL HOSPITAL

and

THE PUBLIC SERVICE ALLIANCE OF CANADA

Re: Housing Rental Rates

Current residence rates may be adjusted in the same manner and to the same extent that would be allowed if the accommodation was subject to rent controls. To resolve any disputes, the parties will ask the Rent Control Commission to rule, notwithstanding its lack of jurisdiction. If the Rent Control Commission declines to rule, the parties will agree to an Arbitrator or some other party to adjudicate the dispute based on the rules and regulations of the Rent Control Commission.

Signed on April 15, 2010.

For the Union

For the Employer

MEMORANDUM OF UNDERSTANDING

Between

WEENEEBAYKO HEALTH AHTUSKAYWIN

WEENEEBAYKO GENERAL HOSPITAL

Re: Hours of Work (Maintenance)

Whereas the Weeneebayko Health Ahtuskaywin has the requirements to, from time to time, schedule hours of work to meet the needs of the organization and to respond to patient care issues in a timely manner and the parties find the current wording in the collective agreement under article 18.02 (Maintenance Unit) – Hours of work restrictive to meet the operational needs of the organization, the Parties hereby agree to the following wording with respect to Article 18.02 (Maintenance)

Hours of work shall be scheduled on a regular basis to meet operational requirements so that employees, on a weekly basis, work 40 hours per week, 8 hours per day, exclusive of the unpaid meal period. The attached Memorandum dated February 22, 2005 from Derrick Gourley to the Maintenance Unit defines the intent of the Employer with reference to scheduling of work and forms part of the Memorandum of Understanding.

Dated at Moose Factory this 15th day of April 2010.

For the Union

For the Employer

MEMORANDUM OF UNDERSTANDING

Between

WEENEEBAYKO HEALTH AHTUSKAYWIN

WEENEEBAYKO GENERAL HOSPITAL

Re: Hours of Work

Whereas the Weeneebayko Health Ahtuskaywin has the requirement to, from time to time, schedule hours of work to meet the needs of the organization and to respond to patient care issues in a timely manner and the parties find the current Hours of Work - restrictive to meet the operational needs of the organization, the Parties hereby agree to the following wording with respect to Article 18.02 (Maintenance)

Hours of work shall be scheduled on a regular basis to meet operational requirements so that employees, on a weekly basis, work 40 hours per week, 8 hours per day, exclusive of the unpaid meal period. The attached Memorandum dated February 22, 2005 from Derrick Gourley to the Maintenance Unit defines the intent of the Employer with reference to scheduling of work and forms part of the Memorandum of Understanding.

Dated at Moose Factory this 15th day of April 2010.

For the Union

For the Employer

MEMORANDUM OF UNDERSTANDING

Between

WEENEEBAYKO HEALTH AHTUSKAYWIN

WEENEEBAYKO GENERAL HOSPITAL

Re: Contracting (Maintenance)

Whereas the Weeneebayko Health Ahtuskaywin has the requirements to, from time to time, contract work out due to time constraints and priority patient care works in progress and the Parties find the current wording in the collective agreement under Article 43 – Contracting Out – restrictive to meeting the operational needs of the organization, the Parties hereby agree to the following interpretation with respect to Article 43.

The Weeneebayko Health Ahtuskaywin will be able to contract work that is deemed by the Employer to be critical to operational requirements so long as it does not affect the status quo in the current maintenance department. There will be no loss of jobs or hours' of work as a result of contracting out.

Dated at Moose Factory this 15th day of April 2010.

For the Union

For the Employer

SCHEDULE A

RATES OF PAY – MAINTENANCE UNIT

PTR1		April 1, 2009	Signing	April 1, 2010
Level 1	\$ 19.09	19.66	19.66	20.05

CAR1		April 1, 2009	Signing	April 1, 2010
Level 1	\$ 21.31	21.95	21.95	22.39

ELE1		April 1, 2009	Signing	April 1, 2010
Level 1	\$			

ELE2		April 1, 2009	Signing	April 1, 2010
Level 1	\$ 21.40	22.04	22.04	22.48

LAB1		April 1, 2009	Signing	April 1, 2010
Level 1	\$			

MAC1		April 1, 2009	Signing	April 1, 2010
Level 1	\$			

PLOBT		April 1, 2009	Signing	April 1, 2010
Level 1	\$ 27.00	27.81	27.81	28.37

PLU1		April 1, 2009	Signing	April 1, 2010
Level 1	\$			

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