

Union	
2002/04/01	
2007/03/31	
No. of EMPLOYEES	197
EMPLOYER	JF

COLLECTIVE AGREEMENT

Between

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

and

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

For the

**MAINTENANCE UNIT
(APPENDIX C)**

Expiry – March 31, 2007

RECEIVED
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ENTERED

**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 THE AGREEMENT SIGNED BY THE HOSPITAL AND PSAC ON Sept 30, 2002 (7)**

ARTICLE 6 – RECOGNITION

- 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, Ontario, and at other locations in Moose Factory Zone, namely Fort Albany, Kashechewan, Attawapiskat, and Peawanuck, excluding Superintendent of Maintenance, Manager and those above and casual and term employees

ARTICLE 17 – HOURS OF WORK AND OVERTIME

- 17.01 For the purposes of this Article,

"day" means a twenty-four (24) hour period commencing at 0000 hour;

"week" means a period of seven (7) consecutive days beginning at 0000 hour Monday morning and ending at 2400 hours the following Sunday night.

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

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

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

- 17.04 Schedules of hours of work shall be posted at least fifteen (15) calendar days in advance of the starting date of the new schedule, and the Employer shall, where practical, arrange schedules which will remain in effect for a period of not less than twenty-eight (28) calendar days. The Employer shall also endeavour, as a matter of policy, to give an employee at least two (2) consecutive days of rest at a time. Such two (2) consecutive days of rest may be separated by a designated paid holiday, and the consecutive days of rest may be in separate calendar weeks.

- 17.05 The Employer will make every reasonable effort:

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

and

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

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

- (a) on the day it commenced where half or more of the hours worked fall on that day,
- or
- (b) on the day it terminates where more than half of the hours worked fall on that day.

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

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

- (a) shall be compensated at the rate of time and one-half (1 ½) for the first full shift worked on a new schedule. Subsequent shifts worked on the new schedule shall be paid for at straight time;
- (b) shall retain his or her previously scheduled days of rest next following the change, or, if worked, such days of rest shall be compensated in accordance with clause 17.13.

17.08 (a) At any location, the schedules of hours of work, and attendant overtime provisions, may be varied by the Employer, following meaningful consultation with local Alliance representatives, to allow for summer and winter hours and/or flexible hours.

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

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

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

17.11 Assignment of Overtime Work

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

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

and

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

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

17.13 Overtime Compensation

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

- (a) Time and one-half (1 1/2), except as provided for in clause 17.13 (b);
- (b) Double (2) time for each hour of overtime worked after sixteen (16) hours' work in any twenty-four (24) hour period or after eight (8) hours' work on the employee's first day of rest, and for all hours worked on the second or subsequent day of rest. Second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest, which may, however, be separated by a designated paid holiday;
- (c) Overtime shall be compensated in cash, except where upon request of an employee overtime shall be compensated by leave with pay. The duration of such leave shall be equal to the overtime worked multiplied by the applicable overtime rate. Payment of such leave shall be at the employee's straight-time rate of pay in effect on the date immediately prior to the day on which the leave is taken;
- (d) The Employer shall grant compensatory leave at times convenient to both the employee and the Employer;
- (e) Compensatory leave shall be accumulated up to a maximum running balance of eighty (80) hours. Employees having reached the eighty (80) hours compensatory leave maximum shall take all compensation earned in cash until the said balance is reduced to less than eighty (80) hours;

17.14 (a) An employee who reports for overtime work as directed on a day of rest shall be paid for the time actually worked, or a minimum of three (3) hours' pay at the applicable overtime rate, whichever is the greater. This clause shall only be applicable to employees who are notified of the overtime work requirement prior to completing their last scheduled shift.

(b) The minimum payment referred to in 17.14 (a) above, does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with Article 45, Part-time Employees.

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

- (a) the employee's regularly scheduled shift on that day, or
- (b) any other period of work on that day,

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

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

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

or

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

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

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

17.18 Rest Periods

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

17.19 Overtime Meal Allowance

(a) An employee who works three (3) or more hours of overtime,

(i) immediately before the employee's scheduled hours of work and who has been notified of the requirement prior to the end of the employee's last scheduled work period,

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

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

(b) When an employee works overtime continuously beyond the period provided in (a) above, the employee shall be reimbursed for one (1) additional meal in the amount of six dollars (\$6.00) for each four (4)-hour period of overtime worked thereafter, except where free meals are provided or when the employee is being compensated on some other basis. Reasonable time with pay, to be determined by management, shall be allowed the employee in order that the employee may take a meal break at the employee's place of work.

(c) This clause shall not apply to an employee who is in travel status which entitles the employee to claim expenses for lodging and/or meals.

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

ARTICLE 28 – TRAVEL BETWEEN WORK SITES

28.01 When an employee is required to perform work at other than his normal work place 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 work place(s).

ARTICLE 32 – PREMIUMS

32.01 There shall be no shift work.

32.02 Weekend Premium

- (a) Employees shall receive an additional premium of seventy-five cents (\$0.75) 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 rates worked on Saturday and/or Sunday.

32.03 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.

32.04 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 fo

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 38 – OTHER AGREEMENTS

38.01 Agreements concluded by the Labour Management Committee shall form part of this collective agreement.

38.02 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 equivalent airfare Moose Factory to Toronto return (\$616 per adult and \$556 per child) shall be paid in cash twice per year, April 1 and October 1, no receipts required.
 - (b) The four travel days that are incorporated in the Travel Policy for Isolated Post Directive shall henceforth be used in conjunction with any vacation leave usage.
- (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 Accommodations 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/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 46 – SENIORITY

46.01 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 employer for the calculation of continuous employment and seniority.

A probationary period will only apply upon initial appointment to the WHA.

During the probation period the employee will be provided with orientation, training and guidance. This is to ensure that she understands her job duties and the Employer's performance requirements. Not later than the mid-point of her probationary period, the employee will have her job performance evaluated in accordance with the performance review process outlined in Article 36 of this Agreement.

The employee will be given written notification of the successful completion of her probationary period.

A newly hired employee may have her employment terminated for just cause if 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 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 week paid notice period.

46.02 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 1950 hours worked (2080) for operations persons) in the bargaining unit as of the last day of hire, except as otherwise provided herein.

46.03 Loss of Seniority

An employee shall lose all seniority and service and shall be deemed to have terminated if he or 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 12 months;

- (e) is absent due to illness or disability for a period of five 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;

46.04 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 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 L.T.D. benefits, or for a period of one (1) year if an employee's unpaid absence is due to an illness.

46.05 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 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 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 shall accumulate seniority during the period of time outside the bargaining unit.

ARTICLE 50 – RATES OF PAY

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

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

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

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

ARTICLE 51 – DURATION AND REOPENER

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

51.02 This Agreement may be amended by mutual consent.

DULY EXECUTED BY THE PARTIES THIS 30th DAY OF September, 2003

WHA

PSAC

N:\labour\pchauvin\Weeneebayko\Michelle's Revisions\Appendix C.rtf

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

	April 1st 2002	April 1st 2003	April 1st 2004	April 1st 2005	April 1st 2006
Painter/Plasterer	16.79	16.96	17.30	17.64	18.00
Utility Man	12.88	13.01	13.27	13.53	13.81
Auto Mechanic	16.36	16.52	16.85	17.19	17.53
Electrical Mechanical Technicia	20.88	21.09	21.51	21.94	22.38
Electrician	18.82	19.01	19.39	19.78	20.17
Journeyman Plumber	19.05	19.24	19.63	20.02	20.42
Plumber	18.54	18.73	19.10	19.48	19.87
Equipment Operator	12.88	13.01	13.27	13.53	13.81
Carpenter/Cabinet Maker	18.74	18.93	19.31	19.69	20.09
Maintenance Supervisor	18.76	18.95	19.33	19.71	20.11
Maintenance Superintendant	22.31	22.53	22.98	23.44	23.91
Clerk/Bookkeeper	16.41	16.57	16.91	17.24	17.59

* wage rates are subject to verification

LETTER OF UNDERSTANDING

BETWEEN:

WEENEEBAYKO GENERAL HOSPITAL

- and -

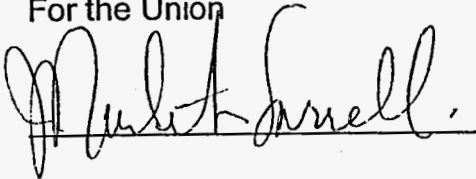
THE PUBLIC SERVICE ALLIANCE OF CANADA

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 Sept 30, 2004

For the Union



For the Employer



P. de S.
Alan Dickson



Miller