

## **COLLECTIVE AGREEMENT**

**Between**

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

**and**

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

**For the**

**HOSPITAL UNIT  
(APPENDIX A)**

**Expiry – March 31, 2007**

**RECEIVED**  
DEC 15 2003

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**HOSPITAL COLLECTIVE AGREEMENT  
APPENDIX A**

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

**2. THE SHARED PROVISIONS CONTAINED IN THE AGREEMENT SIGNED**  
| \_\_\_\_\_,

## ARTICLE 6 – RECOGNITION

- 6.01 The Employer recognizes the Alliance as the exclusive bargaining agent for all employees of the Employer at Weeneebayko General Hospital in Moose Factory, Ontario excluding 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 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 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 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 8 hours per day for operational units.

- 17.03 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,

- (i) 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

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

- 17.04 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.

- 17.05 (a) 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.
- (b) 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 28-day period and where possible the schedule may provide an employee with every second 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.

17.06 The Employer shall schedule hours of work for all employees. Working schedules shall be posted at least fifteen (15) 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.

17.07 An employee's scheduled hours of work shall not be construed as guaranteeing the employee minimum or maximum hours of work.

17.08 If an employee is given less than five (5) days' advance notice of a change in his or her shift schedule, he or 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.

17.09 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.

17.10 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.

## 17.1 Rest Periods

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

## 17.12 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 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.

- 17.13 Notwithstanding anything to the contrary contained in this Agreement, the implementation of any variation in hours (clause 17.03(ii)) 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 17.03(ii) shall be subject to the variable hours of work provisions established in the Master Agreement.

#### 17.14 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.

- 17.15 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.

#### 17.16 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 17.16 (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) compensatory leave shall be accumulated up to a maximum running balance of ~~eighty (80)~~ hours. Employees having reached the ~~eighty (80)~~ compensatory leave maximum shall take all compensation earned in cash until the said balance is reduced to less than ~~eighty (80)~~ hours.
  - (e) all hours left in the Compensatory Leave Bank at year end shall be carried over into the following year.
- 17.17 (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 **17.17 (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.

**17.18** 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.

**17.19** When an employee reports to work overtime under the conditions described in clause 17.18, 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 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.

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

#### 17.21 Rest Periods

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

#### 17.22 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 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 ~~conditional~~ 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.

- 17.23
- (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 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 Shift Premium**

A shift work employee will receive a shift premium of one dollar (\$100) per hour for all hours worked, including overtime hours, between 4:00 p.m. and 8:00 a.m.. The shift premium will not be paid for hours worked between 8:00 a.m. and 4:00 p.m..

### **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 Split Shift Premium**

The employer agrees not to introduce split shifts during the life of the collective agreement.

## **ARTICLE 38 – OTHER AGREEMENTS**

### **Labour Management Consultation 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 collective agreement:
- (a) Isolated Post Directive (upon production of receipts, an employee shall be reimbursed for equivalent airfare to and from Moose Factory to Toronto twice per fiscal year).
- (b) The four travel days that are incorporated in the Travel Policy for Isolated Post Directives shall henceforth be used in conjunction with any vacation leave usage.
- (c) Clothing Policy upon production of receipts, an employee shall be reimbursed \$100.00 for the purchase of work boots.

### **Health/Safety Standards**



- (2) Boilers and Pressure Vessels;
- (3) Dangerous Substances;
- (4) Electrical;
- (5) Elevating Devices;
- (6) First Aid;
- (7) Hand Tools and Portable Power Tools;
- (8) Hazardous Confined Spaces;
- (9) Machine Guarding;
- (10) Materials Handling;
- (11) Motor Vehicle Operations;
- (12) Noise Control and Hearing Conservation;
- (13) Personal Protective Equipment;
- (14) Pesticides;
- (15) Elevated Work Structures;
- (16) Use and Occupancy of Buildings;
- (17) Sanitation.

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

38.03 Grievances in regard to the above directives and policies shall be filed in accordance with clause 40.01 of the Article on grievance procedure in this Collective Agreement.

## **ARTICLE 46 – SENIORITY**

### **46.01 Probationary Period**

All newly hired employees will be considered on probation for a period of up to one ~~working~~ 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 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 35 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 performance 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 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 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) is absent from scheduled work for a period of five or more consecutive working days without notifying the Employer of such absence and providing 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 12 months.

#### **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.

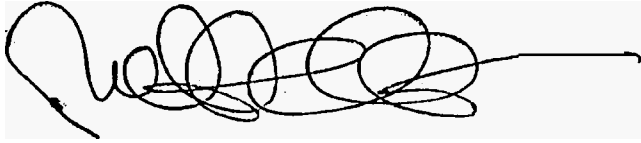
DULY EXECUTED BY THE PARTIES THIS 30th DAY OF September, 2006

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WHA

PSAC

Mark H. Farrell



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

AS-01	Pay and Benefits Administrator
AS-02	Supervisor, Patient Transportation Liaison Administrative Officer for Physician Services
FI-01	Accounts Supervisor
GL-MDO-04	Machine Driving Operator/Driver Escort
GL-PIP-10	Pipefitter/Welder
HP-02	Stationary Engineer <i>Helper</i>
HP-04	Stationary Engineer
HP-06	Plant Chief
HS-03	Stores Assistant
HS-05	Dental Assistant Orderly Ward Aide O.R. Technician Physiotherapy Aide
HS-07	Registered Practical Nurse
AUD-01	Audiometric Technician
CR-02	Dental Receptionist Clerk/Receptionist Medical Records Clerk
CR-03	Liaison Boarder Co-ordinator Accounts Clerk Records and Accounts Receivable Clerk Pharmacy Clerk Patient Registration Clerk/Receptionist Ward Clerk Family Medicine Clerk OHIP Billing Clerk

CR-04	Travel and Relocation Clerk/Corporate Services Assistant Office Assistant Purchasing Clerk
CR-05	Payroll Clerk
TPA-01	Translator/Patient Advocate
EG-04	X-Ray Technologist Laboratory Technologist
ST-SCY-0 ■	Medical Secretary/OHIP Billing Clerk
ST-SCY-02	<b>OR</b> Administrative Assistant/Transcription Specialist
ST-OCE-02	Word Processor
COM-01	Communications Officer

LETTER OF UNDERSTANDING

BETWEEN:

WEENEEBAYKO GENERAL HOSPITAL

- and -

THE PUBLIC SERVICE ALLIANCE OF CANADA

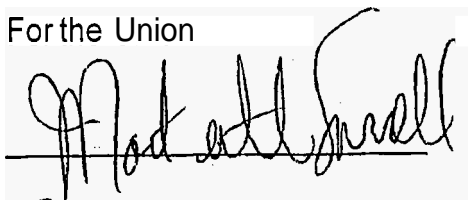
Re: Housing Rental Rates

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.

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 Technologist, 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.

For the Union

  
Stella Schrimers  
Robert S. S.

For the Employer



  
  
Miller

**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.

For the Employer:

**Weeneebayko Health Ahtuskaywin**  
a Rick Chilton, C.E.

  
\_\_\_\_\_  
Patrick Chilton, C.E.O.  
Adrienne Miller, Hospital Administrator

\_\_\_\_\_  
David Gunter, Director of Facilities

  
\_\_\_\_\_  
Kelly Reuben, Director of Human Resources


  
\_\_\_\_\_  
Peter Chauvin, Counsel/Spokesperson

For the Union:

**Public Service Alliance of Canada**

  
\_\_\_\_\_  
Richard Gott, Member

  
\_\_\_\_\_  
Stella Schimmens, Member

  
\_\_\_\_\_  
Judith Monteith-Farrell, Negotiator

\_\_\_\_\_  
Gerry Halabecki, Regional Executive Vice-president  
Ontario Region



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

**ADMINISTRATIVE SERVICES**

	April 1st 2002	April 1st 2003	April 1st 2004	April 1st 2005	April 1st 2006
<b>AS-01</b>					
Level 1	17.47	17.65	18.00	18.36	18.73
Level2	18.17	18.35	18.71	19.09	19.47
Level3	18.86	19.04	19.43	19.81	20.21
Level4	19.54	19.74	20.13	20.54	20.95
Level5	20.23	20.44	20.84	21.26	21.69
<b>AS-02</b>					
Level1	19.44	19.64	20.03	20.43	20.84
Level2	20.22	20.42	20.83	21.24	21.67
Level3	20.99	21.20	21.62	22.06	22.50
Level4	21.77	21.98	22.42	22.87	23.33
<b>AS-03</b>					
Level1	20.72	20.93	21.35	21.78	22.21
Level2	21.52	21.74	22.17	22.62	23.07
Level3	22.32	22.55	23.00	23.46	23.93
Level4	23.12	23.35	23.82	24.30	24.78
<b>AS-04</b>					
Level1	22.38	22.61	23.06	23.52	23.99
Level2	23.23	23.46	23.93	24.41	24.89
Level3	24.06	24.30	24.79	25.29	25.79
Level4	24.91	25.16	25.66	26.17	26.70
<b>AS-05</b>					
Level1	26.10	26.36	26.89	27.43	27.98
Level2	27.1	27.38	27.93	28.49	29.06
Level3	28.11	28.39	28.96	29.54	30.13
Level4	29.11	29.40	29.99	30.59	31.20
<b>AS-06</b>					
Level 1	30.35	30.66	31.27	31.90	32.53
Level2	31.53	31.85	32.49	33.14	33.80
Level3	32.71	33.04	33.70	34.37	35.06
Level4	33.89	34.23	34.91	35.61	36.32

**FINANCIALADMINISTRATION**

<b>FI-01</b>					
Level 1	18.69	18.87	19.25	19.64	20.03
Level2	19.55	19.75	20.14	20.55	20.96
Level3	20.42	20.62	21.03	21.45	21.88
Level4	21.28	21.49	21.92	22.36	22.81
Level5	22.14	22.37	22.81	23.27	23.73
Level6	23.01	23.24	23.70	24.18	24.66
Level7	23.87	24.1	24.59	25.09	25.59
Level8	24.74	24.98	25.48	25.99	26.51

<b>Level9</b>	25.70	25.96	26.48	27.01	27.55
<b>FI-02</b>					
<b>Level1</b>	22.75	22.97	23.43	23.90	24.38
<b>Level2</b>	23.80	24.04	24.52	25.01	25.51
<b>Level3</b>	24.86	25.11	25.61	26.12	26.64
<b>Level4</b>	25.91	26.17	26.70	27.23	27.77
<b>Level5</b>	26.97	27.24	27.78	28.34	28.91
<b>Level6</b>	28.03	28.31	28.87	29.45	30.04
<b>Level7</b>	29.08	29.37	29.96	30.56	31.17
<b>Level8</b>	30.25	30.56	31.17	31.79	32.43
<b>FI-03</b>					
<b>Level1</b>	27.57	27.85	28.40	28.97	29.55
<b>Level2</b>	28.78	29.07	29.65	30.25	30.85
<b>Level3</b>	29.99	30.29	30.90	31.52	32.15
<b>Level4</b>	31.21	31.52	32.15	32.79	33.45
<b>Level5</b>	32.42	32.74	33.40	34.07	34.75
<b>Level6</b>	33.63	33.97	34.65	35.34	36.05
<b>Level7</b>	34.98	35.33	36.03	36.75	37.49
<b>FI-04</b>					
<b>Level1</b>	30.78	31.09	31.71	32.34	32.99
<b>Level2</b>	32.14	32.47	33.12	33.78	34.45
<b>Level3</b>	33.51	33.84	34.52	35.21	35.91
<b>Level4</b>	34.87	35.22	35.93	36.65	37.38
<b>Level5</b>	<b>36.24</b>	<b>36.60</b>	<b>37.33</b>	<b>38.08</b>	<b>38.84</b>
<b>Level6</b>	37.60	37.98	38.74	39.52	40.31
<b>Level7</b>	39.12	39.51	40.30	41.11	41.93
<b>GENERAL LABOR AND TRADES</b>					
<b>GL-MD-04</b>	12.88	13.01	13.27	13.53	13.81
<b>GL-PIP-10</b>	19.05	19.24	19.63	20.02	20.42
<b>HEATING POWER AND STATIONARY PLANT OPERATION</b>					
<b>HP-02</b>					
<b>Level1</b>	15.97	16.13	16.45	16.78	17.12
<b>Level2</b>	16.30	16.46	16.79	17.13	17.47
<b>Level3</b>	16.63	16.80	17.13	17.47	17.82
<b>HP-04</b>					
<b>Level 1</b>	19.05	19.24	19.63	20.02	20.42
<b>Level2</b>	19.49	19.68	20.08	20.48	20.89
<b>Level3</b>	19.93	20.13	20.53	20.94	21.36
<b>HP-06</b>					
<b>Level1</b>	20.43	20.63	21.05	21.47	21.90
<b>Level2</b>	20.93	21.14	21.56	21.99	22.43
<b>Level3</b>	21.42	21.63	22.07	22.51	22.96

Level4	21.91	22.13	22.57	23.02	23.48
Level5	22.41	22.63	23.09	23.55	24.02

#### **HOSPITAL SERVICES GROUP**

<b>HS-01</b>	<b>11.91</b>	12.03	12.27	12.52	12.77
<b>HS-02</b>	13.09	13.22	13.49	13.76	14.03
<b>HS-03</b>	<b>14.55</b>	<b>14.70</b>	14.99	15.29	15.59
<b>HS-04</b>	15.29	15.44	15.75	16.07	16.39
<b>HS-05</b>	17.47	17.64	18.00	18.36	18.72
<b>HS-06</b>	17.98	18.16	18.52	18.89	19.27
<b>HS-07</b>	18.84	19.03	19.41	19.80	20.19
<b>HS-08</b>	19.72	19.92	20.32	20.72	21.14
<b>HS-09</b>	21.13	21.34	21.77	22.20	22.65

<b>AUDIOMETRIC TECHNICIAN</b>	18.83	19.02	19.40	19.79	20.19
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#### **CLERICAL AND REGULATORY**

##### **CR-02**

Level1	11.46	11.58	11.81	12.05	12.29
Level2	11.78	11.89	12.13	12.38	12.62
Level3	12.09	12.21	12.45	12.70	12.95
Level4	12.40	12.52	12.77	13.03	13.29

##### **CR-03**

Level1	13.58	13.71	13.99	14.27	14.55
Level2	13.98	14.12	14.40	14.69	14.99
Level3	14.39	14.53	14.82	15.12	15.42
Level4	14.79	14.94	15.24	15.54	15.85

##### **CR-04**

Level1	15.02	15.17	15.47	15.78	16.10
Level2	15.47	15.62	15.94	16.26	16.58
Level3	15.92	16.08	16.40	16.73	17.07
Level4	16.37	16.54	16.87	17.21	17.55

##### **CR-05**

Level1	16.98	17.15	17.49	17.84	18.19
Level2	17.49	17.66	18.02	18.38	18.74
Level3	18.01	18.19	18.55	18.92	19.30
Level4	18.52	18.70	19.08	19.46	19.85

##### **CR-06**

Level 1	18.24	18.42	18.79	19.17	19.55
Level2	18.80	18.99	19.37	19.75	20.15
Level3	19.35	19.55	19.94	20.33	20.74
Level4	19.91	20.11	20.51	20.92	21.34

##### **CR-07**

Level1	21.25	21.46	21.89	22.33	22.78
Level2	21.90	22.12	22.57	23.02	23.48

Level3	22.56	22.78	23.24	23.71	24.18
Level4	23.22	23.45	23.92	24.40	24.88

#### **ENGINEERINGAND SCIENTIFIC SUPPORT**

##### **EG-04**

Level1	20.43	20.63	21.04	21.46	21.89
Level2	21.24	21.46	21.88	22.32	22.77
Level3	22.10	22.32	22.76	23.22	23.68
Level4	22.98	23.21	23.67	24.14	24.63
Level5	23.90	24.14	24.62	25.1	25.61
Level6	24.85	25.10	25.60	26.11	26.64

##### **EG-05**

Level 1	22.47	22.69	23.15	23.61	24.08
Level2	23.37	23.60	24.07	24.55	25.04
Level3	24.30	24.54	25.04	25.54	26.05
Level4	25.27	25.53	26.04	26.56	27.09
Level5	26.28	26.55	27.08	27.62	28.17
Level6	27.34	27.61	28.16	28.73	29.30

##### **EG-06**

Level1	24.71	24.96	25.46	25.97	26.49
Level2	25.70	25.96	26.48	27.01	27.55
Level3	26.73	27.00	27.54	28.09	28.65
Level4	27.80	28.08	28.64	29.21	29.80
Level5	28.91	29.20	29.79	30.38	30.99
Level6	30.07	30.37	30.98	31.60	32.23

#### **PATIENT ADVOCATE TRANSLATOR**

21.50	21.71	22.15	22.59	23.04
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#### **SECRETARIAL, STENOGRAPHIC, TYPING**

##### **ST-TYP02**

Level1	11.02	11.13	11.35	11.58	11.81
Level2	11.30	11.42	11.65	11.88	12.12
Level3	11.59	11.71	11.94	12.18	12.43
Level4	11.88	12.00	12.24	12.49	12.74

##### **ST-SCY-01**

Level 1	11.96	12.08	12.32	12.57	12.82
Level2	12.19	12.31	12.56	12.81	13.07
Level3	12.55	12.68	12.93	13.19	13.45
Level4	12.93	13.06	13.32	13.58	13.86
Level5	13.30	13.44	13.71	13.98	14.26

##### **ST-SCY-02**

Level1	13.51	13.65	13.92	14.20	14.48
Level2	13.93	14.07	14.36	14.64	14.94
Level3	14.36	14.50	14.79	15.09	15.39

Level4	14.78	14.92	15.22	15.53	15.84
<b>ST-SCY-03</b>					
Level1	15.40	15.56	15.87	16.18	16.51
Level2	15.88	16.04	16.36	16.69	17.02
Level3	16.37	16.53	16.86	17.20	17.55
Level4	16.85	17.02	17.36	17.70	18.06
<b>ST-SCY-04</b>					
Level1	17.36	17.53	17.89	18.24	18.61
Level2	17.91	18.09	18.45	18.82	19.20
Level3	18.46	18.64	19.02	19.40	19.79
Level4	19.00	19.19	19.58	19.97	20.37
<b>ST-OCE-02</b>					
Level1	12.30	12.43	12.67	12.93	13.19
Level2	12.66	12.79	13.04	13.30	13.57
Level3	13.04	13.17	13.43	13.70	13.98
Level4	13.42	13.55	13.82	14.10	14.38
<b>ST-OCE-03</b>					
Level1	13.84	13.98	14.26	14.54	14.83
Level2	14.27	14.41	14.70	14.99	15.29
Level3	14.70	14.85	15.14	15.45	15.76
Level4	15.13	15.28	15.59	15.90	16.22
<b>COMMUNICATIONS OFFICER</b>	16.32	16.48	16.81	17.15	17.49
<b>PAY AND BENEFITS SPECIALIST</b>	16.36	16.52	16.85	17.19	17.53

Pay Increment- for a full time employee appointed to a position, on promotion or demotion, shall be the first Monday following the pay increment period. The pay increment period is 52 weeks.

Parttime- Parttime employees shall be eligible to receive a pay increment when the employee has worked a total of 1950 hours at the hourly rate of pay during a period of employment provided that the max rate for the employees level is not exceeded. The increment date shall be the first working day following completion of the hours specified in this clause.

# **SHARED PROVISIONS TO THE THREE COLLECTIVE AGREEMENTS**

**Between**

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

**and**

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



**Expiry— March 31, 2007**

**RECEIVED**  
DEC 15 2003

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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 and to set forth herein certain terms and conditions of employment, including rates of pay for all employees described covered by this Agreement.
- 1.02** The parties to this Agreement share a desire to improve the quality of service of the Weeneebayko Health Ahtuskaywin and to promote the well-being and increased efficiency of its employees to the end that the people of Canada will be well and efficiently served. Accordingly, they are determined to establish, within the framework provided by law, an effective working relationship at all levels of employment of the Weeneebayko Health Ahtuskaywin in which members of the bargaining unit are employed.
- 1.03** The parties to this Collective Agreement agree that the terms and conditions of employment established in this Collective Agreement shall prevail.

## **ARTICLE 2 - 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 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, a lay off of 12 months or more.
- (ii) For the purpose of calculating benefits under Article 24 - 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 for 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 or 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:
  - (i) the twenty-four (24)-hour period commencing at 00:00 hours of a day designated as a paid holiday in this Agreement;
  - (ii) however, for the purpose of administration of a shift that does not commence and end on the ~~same~~ day, such shift shall be deemed to have been entirely worked:
    - (A) on the day it commenced where half (1/2) or more of the hours worked fall on that day;

or

- (B) on the day it terminates where more than half (1/2) of the hours worked fall on that day;
- (n) "leave" means authorized absence from duty by an employee during his or her regular or normal hours of work;
- (o) "membership dues" means the dues established pursuant to the constitution of the Alliance as the dues payable by its members as a consequence of their membership in the Alliance, and shall not include any initiation fee, insurance premium, or special levy;
- (p) "pay" means basic rate of pay as specified in Appendix "A" 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 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 his scheduled daily hours of work for a full-time employee. For employees engaged on less than a full-time basis, it means work performed in excess of the normal scheduled hours of work for employees engaged on a full-time basis who are doing similar work;
- (u) "term employee" normally means an employee who is hired to perform a specific task or for a definite term not to exceed six 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 (2) times 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**

- 3.01 The provisions of this Agreement apply to the Alliance, employees and the Employer.
- 3.02 Except as otherwise noted in this Agreement, notification to the Employer by the Alliance shall be made to the CEO to the Weeneebayko Health Ahtuskaywin, P.O. Box 664, Moose Factory, Ontario, P0L 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 provisions of the Agreement shall remain in effect for the term of the Agreement.

### **ARTICLE 5 – MANAGERIAL RESPONSIBILITIES**

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

### **ARTICLE 6 – RECOGNITION – 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 and the Employer shall endeavour in consultation to determine the jurisdiction of each representative, having regard to the plan of organization, the number and distribution of employees at the work place and the administrative structure implied by the grievance procedure. Where the parties are unable to agree in consultation, then any dispute shall be resolved by the grievance/adjudication procedure.
- 7.03 The Alliance shall notify the Employer in writing of the name and jurisdiction of its representatives identified pursuant to clause 7.02.

- 7.04 A representative shall obtain the permission of his or her immediate supervisor before leaving his or her work to investigate employee complaints of an urgent nature, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld. Where practicable, the representative shall report back to his or her supervisor before resuming his or her normal duties. Where practicable, when management requests the presence of an Alliance representative at a meeting, such request will be communicated to the employee's supervisor.

## **ARTICLE 8 – USE OF EMPLOYER FACILITIES**

- 8.01 Reasonable space on bulletin boards in convenient locations will be made available to the Alliance for the posting of official Alliance notices. The Alliance shall endeavour to avoid requests for posting of notices which the Employer, acting reasonably, could consider adverse to its interests or to the interests of any of its representatives. Posting of notices or other materials shall require the prior 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 full calendar month of employment to the extent that earnings are available.
- 9.04 An employee who satisfies the Employer to the extent that he or she declares in an affidavit that he or she is a member of a religious organization registered pursuant to the Income Tax Act, whose doctrine prevents him or her as a matter of conscience from making financial contributions to an employee organization and that he or she will make contributions to a charitable organization equal to dues, shall not be subject to this Article, provided that the affidavit submitted by the employee shows the registered number of the religious organization and is countersigned by an official representative of the religious organization involved.
- 9.05 No employee organization, as defined in 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, Ontario K2P 0P1 by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.
- 9.07 The Employer agrees to continue the past practice of making deductions for other purposes on the basis of the production of appropriate documentation.
- 9.08 The Alliance agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the Employer limited to the amount actually involved in the error.

## **ARTICLE 10 – INFORMATION**

- 10.01 The Employer agrees to supply the Alliance each quarter with the name, geographic location and classification of each new employee.
- 10.02 The Employer agrees to supply each employee with a copy of the Collective Agreement and will endeavour to do so within one (1) month after receipt from the printer.
- 10.03 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 checkoffs. 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 / I – PREMISES OF OTHER EMPLOYERS**

- 1 I.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**

- 13.01 When operational requirements permit, the Employer will grant leave with pay:

- (a) to an employee who makes a complaint on his or her own behalf, before the Canada Industrial Relations Board,
- (b) to an employee who acts on behalf of an employee making a complaint, or who acts on behalf of the Alliance making a complaint,
- (c) to an employee called as a witness by an employee or the Alliance,
- (d) to a reasonable number of employees representing the Alliance before an Arbitration Board or Conciliation Board,
- (e) to an employee for the purpose of attending contract negotiation meetings on behalf of the Alliance when contract negotiation meetings are held locally,
- (f) to a reasonable number of employees who are meeting with management on behalf of the Alliance.

- 13.02 When operational requirements permit, the Employer will grant leave without pay:

- (a) to an employee who makes personal representations or represents the Alliance in an application for certification or in an intervention,
- (b) to an employee called as witness by an Arbitration Board or Conciliation Board and,
- (c) to a reasonable number of employees to attend preparatory contract negotiation meetings and leave with pay when contract negotiation meetings are held locally.
- (d) to a reasonable number of employees to attend meetings of the Board of Directors of the Alliance, meetings of the National Executive of the Components, Executive Board meetings of the Alliance, and conventions of the Alliance, the Components, the Canadian Labour Congress and the Territorial and Provincial Federations of Labour.
- (e) to employees who exercise the authority of a representative on behalf of the Alliance to undertake training related to the duties of a representative.

13.03 The Employer will grant leave with pay:

- (a) (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 or 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.

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



## **ARTICLE 14 – ILLEGAL STRIKES AND LOCKOUTS**

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

## **ARTICLE 15 – NO DISCRIMINATION**

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

## **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 work place.

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

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

## **ARTICLE 17 – HOURS OF WORK AND OVERTIME – SEE APPENDIX A, B & C**

## **ARTICLE 18 – LEAVE GENERAL**

**18.01** An employee is entitled, once every 6 months, to be informed upon request, of the balance of his or 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 monthly.

**18.02** The amount of leave with pay earned but unused credited to an employee by the Employer at the time when this Agreement is signed, or at the time when the employee becomes subject to this Agreement, shall be retained by the employee.

- 18.03 An employee shall not be granted two (2) different types of leave with pay or monetary remuneration in lieu of leave in respect of the same period of time.
- 18.04 An employee is not entitled to leave with pay during periods he or she is on leave without pay or under suspension.
- 18.05 In the event of termination of employment for reasons other than death or lay-off, the Employer shall recover from any monies owed the employee an amount equivalent to unearned vacation and sick leave taken by the employee, as calculated from the classification prescribed in the employee's certificate of appointment on the date of the termination of the employee's employment.
- 18.06 If at the end of a fiscal year, an 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 19 – DESIGNATED PAID HOLIDAYS**

- 19.01 Subject to clause 19.02, the following days shall be designated paid holidays for employees:
- (a) New Year's Day,
  - (b) Good Friday,
  - (c) Easter Monday,
  - (d) the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's Birthday,
  - (e) Canada Day,
  - (f) Labour Day,
  - (g) Canadian Thanksgiving
  - (h) Remembrance Day,
  - (i) Christmas Day,
  - (j) Boxing Day,
  - (k) the first Monday in August,
  - (l) one additional day when proclaimed by an Act of Parliament as a national holiday.
- 19.02 **An** employee absent without pay on both his or her full working day immediately preceding and his or her full working day immediately following a designated holiday is not entitled to pay for the holiday, except in the case of an employee who is granted leave without pay under the provisions of Article 13, Leave With or Without Pay For Alliance Business.
- 19.03 When a day designated as a holiday under clause 19.01 coincides with an employee's day of rest, the holiday shall be moved to the first scheduled working day following the employee's day of rest. When a day that is a designated

holiday is so moved to a day on which the employee is on leave with pay, that day shall count as a holiday and not as a day of leave.

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

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

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

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

- (a) time and one-half  $\left(\frac{1}{2}\right)$  for all hours worked up to the regular daily scheduled hours of work, and double (2) time thereafter, or two times (2T) the straight-time rate for time worked by him on the holiday when the holiday is not his scheduled day of work and is contiguous to a day of rest on which he also worked and received two times (2T) compensation, in addition to the pay that the employee would have been granted had he or she not worked on the holiday, or
- (b) upon request, and with the approval of the Employer, the employee may be granted:
  - (i) a day of leave with pay (straight-time rate of pay) at a later date in lieu of the holiday, and
  - (ii) pay at one and one-half  $\left(\frac{1}{2}\right)$  times the straight-time rate of pay for all hours worked up to the regular daily scheduled hours of work, and
  - (iii) pay at two (2) times the straight-time rate of pay for all hours worked by him or her on the holiday in excess of the regular daily scheduled hours of work.
- (c) (i) Subject to operational requirements and adequate advance notice, the employer shall grant lieu days at such times as the employee may request.  
(ii) When in a fiscal year an employee has not been granted all of his or her lieu days as requested by him or her, at the employee's option, such lieu days shall be paid off at his or her straight-time rate of pay or carried

over for one year. In all other cases unused lieu days shall be paid off at the employee's straight-time rate of pay.

19.06 When an employee is required to report for work and reports on a designated holiday, the employee shall be paid the greater of

- (i) compensation in accordance with the provisions of clause 19.05; or
- (ii) four (4) hours pay at the applicable overtime rate of pay.

19.07 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.

19.08 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 20 – OTHER LEAVE**

### **20.01 Marriage Leave With Pay**

- (a) After the completion of one (1) year's continuous employment as provided in Clause 2.01(f), and providing an employee gives the Employer at least five (5) days' notice, the employee shall be granted five (5) days' marriage leave with pay for the purpose of getting married.
- (b) For an employee with less than two (2) years of continuous employment, in the event of termination of employment for reasons other than death or lay-off within six (6) months after the granting of marriage leave, an amount equal to the amount paid the employee during the period of leave will be recovered by the Employer from any monies owed the employee.

### **20.02 Bereavement Leave With Pay**

For the purpose of this clause, immediate family is defined as father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, spouse including common-law spouse resident with the employee), child (including child of common-law spouse), stepchild or ward of the employee, father-in-law, mother-in-law, grandparent of the employee 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) consecutive working days which does not extend beyond the day following the day of the funeral. During such period the employee shall be paid for those days which are not regularly scheduled days of rest for the employee. In addition, the employee

may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.

- (b) In special circumstances and at the request of the employee, the four (4)-day bereavement period may be moved beyond the day following the day of the funeral but must include the day of the funeral.
- (c) An employee is entitled to one (1) day's bereavement leave with pay for the purpose related to the death of his or her grandchild, son-in-law, daughter-in-law, brother-in-law or sister-in-law.
- (d) If, during a period of compensatory leave, an employee is bereaved in circumstances under which he or she would have been eligible for bereavement leave with pay under of this clause, the employee shall be granted bereavement leave with pay and his or her compensatory leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.

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

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

### **20.03 Maternity Leave Without Pay**

(A)(i) An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than thirty-two (32) weeks after the termination date of pregnancy, subject to the Parental Leave Without Pay clause, 20.05.

- (a) Nevertheless, where the employee's newborn child is born prematurely, or is born with, or contracts, a condition that requires its hospitalization within the period defined in subsection (i) above, the period of maternity leave without pay therein defined may be extended beyond the date falling thirty-two (32) weeks after the date of childbirth by a period equal to the period during which the child is hospitalized.

- (b) In any case described in subsection (i)(a) above where the employee has proceeded on maternity leave without pay and then returns to work during all or part of the period during which her newborn child is hospitalized, she may resume her maternity leave without pay when the child's hospitalization is over and remain on maternity leave without pay to the extent provided for in subsection (i)(a).
- (c) The extension described in subsection (i)(a) or (b) shall end no later than fifty-two (52) weeks after the termination date of pregnancy.
- (ii) At its discretion, the Employer may require an employee to submit a medical certificate certifying pregnancy.
- (iii) An employee who has not commenced maternity leave without pay may elect to:
  - (a) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates,
  - (b) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in the Sick Leave With Pay Article. For purposes of this clause, illness or injury as defined in the Sick Leave Article shall include medical disability related to pregnancy.,
- (B) An employee shall inform the Employer in writing of her plans for taking leave with and without pay to cover her absence from work due to the pregnancy at least four (4) weeks in advance of the initial date of continuous leave of absence during which termination of pregnancy is expected to occur.

## **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 Employment Benefit Plan.
- (ii) An applicant under clause 20.03(C)(i) shall sign an agreement with the Employer, providing:
  - (a) that she will return to work and work for a period of at least six (6) months, less any period in respect of which she is granted leave with pay;
  - (b) that she will return to work on the date of the expiry of her pregnancy leave, unless this date is modified with the Employer's consent.

(iii) Should the employee fail to return to work as per the provisions of clause 20.03(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 work 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 UI 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 UI benefits to which the employee would have been eligible if no extra monies had been earned during this period.

(iii) (a) for a full-time employee the weekly rate of pay referred to in clause 20.03(D)(i) and (ii) shall be the weekly rate of pay, to which she is entitled for the classification prescribed in her certificate of appointment of her substantive position, on the day immediately preceding the commencement of the maternity leave;

(b) for a part-time employee the weekly rate of pay referred to in clause 20.03(D)(i) and (ii) shall be the full-time weekly rate of pay for the classification prescribed in her certificate of appointment of her substantive position multiplied by the fraction obtained by dividing the employee's assigned hours of work averaged over the last six (6)-month period of continuous employment by the regularly scheduled full-time hours of work for the employee's classification on the day immediately preceding the commencement of the maternity leave.

(iv) where an employee becomes eligible for a pay increment or an economic adjustment during the benefit period, payments under clause 20.03(D)(i) or (ii) shall be adjusted accordingly.

(E) Leave granted under this clause shall be counted for the calculation of "continuous employment". 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 20.03(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 20.03(A), shall be paid, in respect of each week of maternity allowance not received for the reason described in 20.03E 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 20.03 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 20.03E(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.

**20.04 Parental Leave Without Pay**

Transitional provision for 20.04

If, on the date of signature of the agreement, an employee is currently on Paternity 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 or 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 20.05(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 or 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 the paragraphs 25.05 (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.

#### **20.05 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 or spouse'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".

#### **20.06 Leave Without Pay for Personal Needs**

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

#### **20.07 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 3 months shall be deducted from the calculation of "continuous employment".

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

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

#### **20.09 Court Leave**

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

- (a) to be available for jury selection;
- (b) to serve on a jury;
- (c) by subpoena or summons to attend as a witness in any proceeding held:
  - (i) in or under the authority of a court of justice or before a grand jury,
  - (ii) before a court, judge, justice, magistrate or coroner,
  - (iii) before the Senate or House of Commons of Canada or a committee of the Senate or House of Commons otherwise than in the performance of the duties of the employee's position,
  - (iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it, or
  - (v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

#### **20.10 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 or her duties and not caused by the employee's willful misconduct,

or

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

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

#### **20.11 Personnel Selection Leave**

Where an employee participates in a personal 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 or her presence is so required.

#### **20.12 Leave With or Without Pay for Other Reasons**

At its discretion, the Employer may grant:

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

#### **20.13 Traditional Leave**

Subject to operational requirements an employee may be granted up to three (3) days leave without pay to pursue activities intended to develop or maintain one's culture.

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

### **ARTICLE 21 – SICK LEAVE WITH PAY**

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

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

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

and

- (b) he or she has the necessary sick leave credits.

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

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

21.05 When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for the same period, it shall be considered, for the purpose of the record of sick leave credits, that the employee was not granted sick leave with pay.

21.06 Where, in respect of any period of compensatory leave, an employee is granted sick leave with pay on production of a medical certificate, the period of compensatory leave so displaced shall either be added to the compensatory leave period if requested by the employee and approved by the Employer or reinstated for use at a later date.

21.07 Sick leave credits earned but unused by an employee during a previous period of employment shall be restored to an employee whose employment was terminated by reason of layoff and who is rehired by Weeneebayko Health Ahtuskaywin within one (1) year from date of layoff.

21.08 The Employer agrees that an employee shall not be released for incapacity by reason of ill health, at a date earlier than the date at which the employee will have utilized his or her accumulated sick leave credits.

## ARTICLE 22 – EDUCATION AND CAREER DEVELOPMENT LEAVE

### Education Leave Without Pay

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

If the employee:

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

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

### **Career Development Leave With Pay**

- 22.05 (a) Career development refers to an activity which in the opinion of the Employer is likely to be of assistance to the individual in furthering his or her career development and to the organization in achieving its goals. The following activities shall be deemed to be part of career development:
- (i) a course given by the Employer;
  - (ii) a course offered by a recognized academic institution;
  - (iii) a seminar, convention or study session in a specialized field directly related to the employee's work.
- (b) Upon written application by the employee, and with the approval of the Employer, career development leave with pay may be given for any one of the activities described in sub-clause 22.05(a) above. The employee shall receive no compensation under the Overtime and Travelling Time provisions of the relevant collective agreement during time spent on career development leave provided for in this clause.
- (c) Employees on career development leave shall be reimbursed for all reasonable travel and other expenses incurred by them which the Employer may deem appropriate.

### **Examination Leave With Pay**

22.06 At the Employer's discretion, examination leave with pay may be granted to an employee for the purpose of writing an examination which takes place during the 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 or her qualifications.

## **ARTICLE 23 – VACATION LEAVE**

23.01 The vacation year shall be from April 1<sup>st</sup> to March 31<sup>st</sup> of the following calendar year, inclusive.

23.02 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 (1¼) days until the month in which the anniversary of the employee's eighth (8<sup>th</sup>) year of continuous employment occurs;

- (b) one and two-thirds ( $1\frac{2}{3}$ ) days commencing with the month in which the employee's eighth (8th) anniversary of continuous employment occurs;
- (c) two and one-twelfth ( $2\frac{1}{12}$ ) days commencing in the month in which the employee's fifteenth (15th) anniversary of continuous employment occurs;
- (d) two and one-half ( $2\frac{1}{2}$ ) days commencing in the month in which the employee's twenty-fifth (25th) anniversary of continuous employment occurs;

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

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

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

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

23.06 Upon request from the employee, the Employer may for good and sufficient reasons schedule vacation leave with pay on shorter notice than that specified in clauses 23.05 (b) and 23.05 (c) (i.e. personal emergencies, etc.).

23.07 If an employee requests vacation leave with pay in accordance with clause 23.05 and the Employer denies his request due to the operational requirements of the service, the Employer agrees to make every reasonable effort, subject to the operational requirements of the service, to comply with any subsequent request made by the employee concerning his vacation leave.



23.08 The Employer shall give an employee as much notice in writing as is practicable and reasonable of approval, disapproval or cancellation of a request for vacation. In the case of disapproval, alteration or cancellation of such leave, the Employer shall give the written reason therefore, upon written request from the employee.

23.09 Where, in respect of any period of vacation leave with pay, an employee is granted:

- (a) bereavement leave, or
- (b) leave with pay because of illness in the immediate family, or
- (c) sick leave on production of a medical certificate,

the period of vacation leave with pay so displaced shall either be added to the vacation period if requested by the employee and approved by the Employer or reinstated for use at a later date.

### **Carry-Over Provisions**

23.10 (a) Where in any vacation year the Employer has not granted all of the vacation leave credited to the employee, the unused portion of the employee's vacation leave shall be carried over into the following vacation year. Carry-over beyond one year shall be by mutual consent.

- (b) During any vacation year, upon application by the employee and at the discretion of the Employer, earned but unused vacation leave credits in excess of fifteen (15) days may be paid in cash at the employee's daily rate of pay as calculated from the classification prescribed in the employee's certificate of appointment of the employee's substantive position on March 31st, of the previous vacation year.

### **Recall from Vacation Leave With Pay**

23.11 (a) The Employer shall make every reasonable effort not to recall an employee to duty after the employee has proceeded on vacation leave with pay.

- (b) Where, during any period of vacation leave with pay, an employee is recalled to duty, the employee shall be reimbursed for reasonable expenses, as normally defined by the Employer, that the employee incurs:

- (i) in proceeding to the employee's place of duty, and
- (ii) in returning to the place from which the employee was recalled if the employee immediately resumes vacation upon completing the assignment for which the employee was recalled,

after submitting such accounts as are normally required by the Employer

- (c) The employee shall not be considered as being on vacation leave with pay during any period in respect of which the employee is entitled under clause 23.11 (b) to be reimbursed for reasonable expenses incurred by the employee.

### **Cancellation of Vacation Leave With Pay**

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

### **Leave When Employment Terminates**

23.13 When an employee dies or otherwise ceases to be employed,

- (a) The employee or the employee's estate shall be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave with pay to the employee's credit by the daily rate of pay to which the employee is entitled by virtue of the certificate of appointment in effect at the time of the termination of the employee's employment; or
- (b) the Employer shall grant, if requested by an employee, vacation leave with pay to the employee's credit in an amount sufficient to meet the minimum service requirements for severance pay. The balance of the employee's unused vacation leave shall be paid in accordance with clause 23.13 (a).

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

23.15 Notwithstanding clause 23.13, 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 or she abandoned his or her position is entitled to receive the payment referred to in

clause 23.13 if he or she requests it within six (6) months following the date upon which his or her employment is terminated.

- 23.16 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.
- 23.17 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 day before the employee's vacation period commences.
- 23.18 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 24 – SEVERANCE PAY**

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

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

To be entitled to any severance pay upon lay off, the employee must either waive his recall rights or wait until his recall rights expire. **Also** any subsequent lay off of the employee, if he is rehired, shall be paid under paragraph (ii), above.

- (b) On resignation, subject to sub-clause 24.01(d) and with ten (10) or more years of continuous employment, one-half (1/2) week's pay for each

complete year of continuous employment up to a maximum of twenty-six (26) years with a maximum benefit of thirteen (13) weeks' pay.

- (c) 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.

24.02 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.

24.03 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 25 – WASH-UP TIME**

25.01 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 26 – PAY ADMINISTRATION**

- 26.01 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 leveling or averaging pay payments over more than one pay period. Rather, the Employer may pay for hours actually worked per pay period.
- 26.02 The rates of pay set forth in Appendix "A" shall become effective on the date specified.
- 26.03 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.
- 26.04 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.
- 26.05 When an employee is required by the Employer to substantially perform the duties of a higher classification level in an acting capacity and perform those duties for at least two (2) days or shifts, the employee shall be paid acting pay calculated from the date on which he or she commenced to act as if he or she had been appointed to that higher classification level for the period in which he or she acts.
- 26.06 When the regular pay day for an employee falls on his or her day of rest, every effort shall be made to issue his or her cheque on his or her last working day, provided it is available at his or her regular place of work.
- 26.07 Commencing January 1, 2003, payments for all employees shall be made by way of direct deposit to a bank account of the employee.

## **ARTICLE 27 – TRAVELLING TIME**

- 27.01 For the purposes of this Agreement, travelling time is compensated for only in the circumstances and to the extent provided for in this Article.
- 27.02 When an employee is required to travel outside his or her headquarters area on Employer business, as these expressions are defined by the Employer, the time of departure and the means of such travel shall be determined by the Employer and the employee will be compensated for travel time in accordance with clauses

27.03 and 27.04. Travelling time shall include time necessarily spent at each stop-over enroute provided such stop-over is not longer than three (3) hours.

27.03 For the purposes of clauses 27.02 and 27.04, the travelling time for which an employee shall be compensated is as follows:

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

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

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

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

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

27.05 This Article does not apply to an employee when the employee travels by any type of transport in which he or she is required to perform work, and/or which also serves as his or her living quarters during a tour of duty. In such circumstances, the employee shall receive the greater of

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

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

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

## **ARTICLE 28 – TRAVEL BETWEEN WORK SITES - SEE APPENDIX A AND C**

### **ARTICLE 29 – CALL-BACK PAY**

29.01 If an employee is called back to work,

- (a) on a designated paid holiday which is not the employee's scheduled day of work, or
- (b) on the employee's day of rest, or
- (c) after he or she has completed his or her work for the day and has left his or her place of work, and returns to work he or she shall be entitled to the greater of:
  - (i) the appropriate compensation as specified in Article 19, Designated Paid Holidays or Article 17, Hours of Work and Overtime whichever is applicable, for any time worked, or
  - (ii) four (4) hours' compensation at the straight-time rate of pay, provided that the period worked by the employee is not contiguous to the employee's normal hours of work and he was not notified of such overtime requirements prior to completing his last period of work.
- (d) The minimum payment referred to in 29.01(c)(i) above, does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with clause 44.1 ■.

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

29.03 Payments provided under Article 17, Hours of Work and Overtime and Article 31, Reporting Pay, Article 19 Designated Paid Holidays and Article 30, Standby and clause 30.01 above shall not be pyramided, that is an employee shall not receive more than one compensation for the same service.

## **ARTICLE 30 – STANDBY**

### **30.01 (i) 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 has been designated as being on standby duty.

### **(ii) 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 ten dollars (10.00) for each eight (8) consecutive hours or portion thereof that he or she is on standby.

In no case shall an employee receive less than \$10.00 per standby duty.

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

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

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

- (a) the applicable overtime rate for the time worked, or
- (b) the minimum of four (4) hours' pay at the hourly rate of pay, except that this minimum shall apply only the first time that an employee is required to report for work during a period of standby of eight (8) hours.

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

### **No Pyramiding of Payments**

**30.06** Payments provided under Article 17, Hours of Work and Overtime, Article 31, Reporting Pay, Article 19, Designated Paid Holiday and Article 29, Call-back Pay



and clause 27.04 above shall not be pyramided, that is an employee shall not receive more than one compensation for the same service.

#### **ARTICLE 31 –REPORTING PAY**

31.01 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 32 – SHIFT PREMIUMS– SEE APPENDIX A, B & C**

#### **ARTICLE 33 – STATEMENT OF DUTIES**

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

#### **ARTICLE 34 – SUSPENSION AND DISCIPLINE**

34.01 An employee requiring discipline shall be notified of his discipline in writing, within a reasonable timeframe, following the incident. A copy of the notice shall be sent to the Secretary of the Union at the same time.

34.02 When an employee is suspended from duty, the Employer undertake 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.

34.03 The Employer shall notify the local representative of the Alliance that such suspension has occurred.

34.04 When an employee is required to attend a meeting, the purpose of which is to render a disciplinary decision concerning him or her, the employee is entitled to have, at his or her request, a representative of the Alliance attend the meeting. Where practicable, the employee shall receive a minimum of one day's notice of such a meeting.

34.05 The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee the content of

which the employee was not aware of at the time of filing or within a reasonable period thereafter.

34.06 Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee shall be destroyed after two (2) years have elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period.

## **ARTICLE 35 – PERFORMANCE REVIEW AND EMPLOYEE FILES**

35.01 (a) When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. A copy of the assessment form will be provided to the employee at that time. An employee's signature on his or her assessment form will be considered to be an indication only that its contents have been read and shall not indicate the employee's concurrence with the statements contained on the form.

(b) The Employer's representative(s) who assess an employee's performance must have observed or been aware of the employee's performance for at least one-half (1/2) of the period for which the employee's performance is evaluated.

(c) An employee has the right to make written comments to be attached to the performance review form.

35.02 (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.

35.03 Upon written request of an employee, the personnel file of that employee shall be made available once per year for his or her examination in the presence of an authorized representative of the Employer.

## **ARTICLE 36 – HEALTH AND SAFETY**

- 36.01 The Employer shall make reasonable provisions for the occupational safety and health of employees. The Employer will welcome suggestions on the subject from the Alliance, and the parties undertake to consult with a view to adopting and expeditiously carrying out reasonable procedures and techniques designed or intended to prevent or reduce the risk of employment injury.
- 36.02 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.
- 36.03 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 37 – JOINT CONSULTATION**

- 37.01 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.
- 37.02 Within five (5) days of notification of consultations served by either party, the Alliance shall notify the Employer in writing of the representatives authorized to act on behalf of the Alliance for consultation purposes.
- 37.03 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.
- 37.04 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 38-OTHER AGREEMENTS SEE APPENDIX A, B&C**

## **ARTICLE 39 – GRIEVANCE AND ARBITRATION PROCEDURE**

- 39.01 An employee who feels that he or she has been treated unjustly or considers himself or herself aggrieved by any action or lack of action by the Employer 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 or she has the approval of and is represented by the Alliance.

39.02 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

39.03 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.

39.04 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

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

- (a) forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate level, and
- (b) provide the employee with a receipt stating the date on which the grievance was received by him or her.

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

39.07 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.

39.08 **An** employee may be assisted and/or represented by the Alliance when presenting a grievance at any level.

- 39.09 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.
- 39.10 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 or she is notified orally or in writing or on which he or she first becomes aware of the action or circumstances giving rise to grievance. The Alliance may also present a grievance to the employer.
- 39.11 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.
- 39.12 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.
- 39.13 The Employer shall normally reply to an employee's grievance or Alliance grievance at the final level of the grievance procedure within thirty (30) days after the grievance is presented at that level.
- 39.14 Where an employee has been represented by the Alliance in the presentation of his or her grievance, the Employer will provide the appropriate representative of the Alliance with a copy of the Employer's decision at each level of the grievance procedure at the same time that the Employer's decision is conveyed to the employee.
- 39.15 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.
- 39.16 In determining the time within which any action is to be taken as prescribed in this procedure, Saturdays, Sundays, designated paid holidays and vacations shall be excluded.
- 39.17 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.
- 39.18 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.

- 39.19 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.
- 39.20 An employee may abandon a grievance by written notice to his or her immediate supervisor.
- 39.21 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.
- 39.22 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.
- 39.23 Where an employee or the Alliance has presented a grievance up to and including the Final Level in the grievance procedure with respect to:
- (a) the interpretation or application in respect of him or her of a provision of this Collective Agreement or a related arbitral award, or
  - (b) disciplinary action resulting in discharge, suspension or a financial penalty, and the grievance has not been dealt with to their satisfaction, they may refer the grievance to arbitration in accordance with the Canada Labour Code.
- 39.24 Where a grievance that may be presented by an employee to arbitration is a grievance relating to the interpretation or application in respect of him or her of a provision of a Collective Agreement or an arbitral award, the employee is not entitled to refer the grievance to arbitration unless the bargaining agent for the bargaining unit to which the Collective Agreement or arbitral award applies signifies in prescribed manner:
- (a) its approval of the reference of the grievance to arbitration, and
  - (b) its willingness to represent the employee in the arbitration proceedings.

#### **Arbitration Procedure**

- 39.25 Where a difference arises between the Employer and an employee or the Employer and the Alliance relating to the interpretation, application or administration of this Agreement including any question as to whether a matter is

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

- 39.26 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.
- 39.27 An employee may be represented by a representative of the Alliance at any step of the grievance and arbitration procedure.
- 39.28 Grievance and grievance replies and referrals to arbitration may be made by registered mail and in such cases shall be deemed to have been presented on the day on which they are postmarked and received on the day which they were received as being delivered.

## **ARTICLE 40 – TECHNOLOGICAL CHANGE**

40.01 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.

40.02 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.

**40.03** 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.

**40.04** The written notice provided for in clause **42.04** will provide the following information:

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

**40.05** As soon as reasonably practicable after notice is given under clause **41.04**, the Employer shall consult with the Alliance concerning the effects of the technological change referred to in clause **41.04** on each group of employees. Such consultation will include but not necessarily be limited to the following:

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

**40.06** 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 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 41 – JOB SECURITY**

**41.01** (a) The Employer shall endeavour not to have layoffs for the life of the collective agreement.

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

- (b) 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.

- (c) 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 basis under a job posting procedure. The posting procedures of the collective agreement shall not apply until the recall process has been completed.
- (d) 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.
- (e) An employee recalled to work in a different classification from which he was laid off shall have the privilege of returning to the position he or she held prior to the layoff should it become vacant within six (6) months of being recalled.
- (9) 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.
- (g) 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 notifications shall be deemed to have been received on the second day following the date of mailing) and to return to work within ten (10) working days after being notified. The notifications 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 or her proper address being on record with the Employer.
- (h) Employees on layoff or notice of layoff 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 layoff.
- (i) 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.

- (j) In the event that a layoff 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 layoff commenced.
- (k) A laid-off employee shall retain the rights of recall for a period of twelve (12) months from the date of layoff.

#### 41.02 Benefits of layoff

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 layoff occurs or until the laid-off employee is employed elsewhere, whichever occurs first.

The Employer shall, where possible, give the Union one-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.

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 Article 24.01 (a), in the amount of one month of their regular pay.

### **ARTICLE 42 – CONTRACTING OUT**

42.01 The hospital shall not contract out any work usually performed by members of the bargaining unit during the term of the collective agreement.

### **ARTICLE 43 – WORK OF THE BARGAINING UNIT**

43.01 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 44 – PART-TIME EMPLOYEES**

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

44.02 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.

44.03 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.

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

44.05 Leave will only be provided

- (i) during those periods in which employees are scheduled to perform their duties; or
- (ii) where it may displace other leave as prescribed in the agreement.

### **Designated Holidays**

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

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

44.08 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 45.07, or a minimum of four (4) hours pay at the straight-time rate, whichever is greater.

### **Overtime**

44.09 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.

44.10 Subject to 44.09 a part-time employee who is required to work overtime shall be paid overtime.

### **Call-Back**

44.11 When a part-time employee meets the requirements to receive call-back pay in accordance with 29.01 and is entitled to receive the minimum payment rather than pay for actual time worked, the part-time employee shall be paid a minimum payment of four (4) hours pay at the straight-time rate.

### **Reporting Pay**

44.12 Subject to 45.04, when a part-time employee meets the requirements to receive reporting pay on a day of rest, in accordance with the reporting pay provision of this agreement, and is entitled to receive a minimum payment rather than pay for actual time worked, the part-time employee shall be paid a minimum payment of four (4) hours pay at the straight-time rate of pay.

#### Bereavement Leave

44.13 Notwithstanding clause 45.02, there shall be no prorating of a "day" in clause 20.02 - Bereavement Leave With Pay.

#### Vacation Leave

44.14 A part-time employee shall earn vacation leave credits for each month in which the employee receives pay for at least twice the number of hours in the employee's normal work week, at the rate for years of service established in the vacation leave entitlement clause 23.02 specified in the collective agreement, prorated and calculated as follows:

- (a) when the entitlement is one and one-quarter ( $1\frac{1}{4}$ ) days a month, one-quarter of the hours in the employee's work week per month;
- (b) when the entitlement is one and two-thirds ( $1\frac{2}{3}$ ) days a month, one-third of the hours in the employee's work week per month;
- (c) when the entitlement is two and one-twelfth ( $2\frac{1}{12}$ ) days a month, five-twelfths of the hours in the employee's work week per month;
- (d) when the entitlement is two and a half ( $2\frac{1}{2}$ ) days a month, one-half of the hours in the employee's work week per month;

#### Sick Leave

44.15 A part-time employee shall earn sick leave credits at the rate of one-quarter ( $\frac{1}{4}$ ) 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 the number of hours in the employee's normal work week.

#### Vacation and Sick Leave Administration

44.16 (a) For the purposes of administration of clauses 44.14 and 44.15, 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**

44.17 Notwithstanding the provisions of Article 24 (Severance Pay), where the period of continuous employment in respect of which severance benefit is to be paid consists of both full- and part-time employment or varying levels of part-time employment, the benefit shall be calculated as follows: the period of continuous employment eligible for severance pay shall be established and the part-time portions shall be consolidated to equivalent full-time. The equivalent full-time period in years shall be multiplied by the full-time weekly pay rate for the appropriate group and level to produce the severance pay benefit.

## **ARTICLE 45 – VARIABLE HOURS OF WORK**

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

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

### **1. General Terms**

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

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

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

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

## 2. Conversion of Days to Hours

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

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

Where the collective agreement specifies a workweek:

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

## 3. Implementation/Termination

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

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

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

## 4. Leave- General

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

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

	HOURS	
	7 ½	a
Five-twelfths (5/12) day	3.125	3.333
One-half (1/2) day	3.750	4.000
Five-sixths (5/6) days	6.250	6.667
One (1) day	7.500	8.000

One and one-quarter (1 1/4) days	9.375	10.0
One and two-thirds (1 2/3) days	12.500	13.333
Two and one-twelfth (2 1/12) days	15.625	16.667
Two and one-half (2 1/2) days	18.750	20.0

## 5. Specific Application

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

"Daily rate of pay" - shall not apply.

### Overtime

Overtime shall be compensated for all work performed:

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

### Travel

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

### Designated Paid Holidays

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

### Vacation Leave

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

### **Sick Leave**

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

### **Acting Pay**

The qualifying period for acting pay **as** specified in Article 26 (Pay Administration), clause 26.06 shall be converted to hours.

### **Exchange of Shifts**

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



### **Minimum Number of Hours Between Shifts**

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

## **ARTICLE 46 -- SENIORITY -- SEE APPENDIX A, B & C**

### **ARTICLE 47 -- STAFFING**

47.01 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.

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.

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.

The name of the successful applicant will be posted on the bulletin board for a period of seven (7) calendar days.

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.

A list of vacancies filled in the preceding month under this article and the names of the successful applicants will be posted.

All postings shall contain the following information: Department, Classification, Status, Shift, and Wage Rate.

47.02 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.

- (i) 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.
- (ii) Failing resolution by negotiation, the matter shall be referred to arbitration in accordance with Article 39 – Grievance 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 48 – HOSPITAL POLICIES

48.01 All policies that interpret the Collective Agreement must be done in consultation with the union.

48.02 The Forum for such consultations shall be the Labour Management Committee.

#### ARTICLE 49 – 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 Dismemberment (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)

Benefit- **As** explained on attached sheet  
Cost Shared- 25% employee, 75% employer

6. Dental Plan (Optional Benefit)

Benefit- **As** explained on attached sheet  
Cost Shared- 25% employee, 75% employer

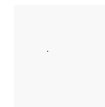
7. Hospital of Ontario Pension Plan (Mandatory Benefit)

Dental Benefit

**Cost shared: Employer 75% Employee 25%**

**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 claimable dependents under age 21, or age 21 to 25 if in full-time attendance in school or university)

**Annual Dental Benefit:** \$1,250.00, excluding Orthodontic

**Orthodontic Lifetime Benefit:** \$2,500.00

**Extended Health**

<b>Cost Shared:</b>	Employer 75%	Employee 25%
<b>Deductible:</b>	Single \$25.00	Family \$40.00

**80% Reimbursement**

\$400.00 maximum life time 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 life-time benefit

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

- 49.01 The terms and conditions of the Weeneebayko General Hospital Pension Plan shall apply to employees covered by this Collective Agreement.
- 49.02 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.
- 49.03 The Union shall be consulted on any proposed amendments or changes with respect to welfare plans and benefits.
- 49.04 For the purpose of this Article, for each calendar month for which an 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 50 – RATES OF PAY – SEE APPENDIX A, B & C**

#### **ARTICLE 51 – DURATION AND RE-OPENER – SEE APPENDIX A, B & C**

All provisions of the three collective agreements come into force upon mutual ratification.

## LETTERS OF AGREEMENT

BETWEEN

WEENEEBAYKO GENERAL HOSPITAL

-and-

THE PUBLIC SERVICE ALLIANCE OF CANADA

### Re: Relocation Expenses

Article 3.41(b) of Part III of the IPD is hereby modified to read "50% of the relocation expenses". Also if an employee resigns after having been paid relocation expenses, they shall be required to repay the Employer a percentage of their relocation expenses paid to them, according to the following chart. This repayment amounts to a first charge on any amounts held by the Employer and may be deducted by the Employer from said amounts.

Resignation	Replacement of relocation expenses
Within 1 year	75%
Within 2 years	50%
Within 3 years	25%

### Re: Retirement Policy

The parties agree that the Employer has provided the Alliance with a copy of its Retirement Policy, has discussed same with the Alliance at the 2002 negotiations and has informed the Alliance and the employees that its Retirement Policy is in force.

### Re: Casual Employees

The new definition of "casual employee" set out in Article 2.01(e) took effect upon ratification, being January 15, 2003.

The phrase "in a year" in Article 2.01(e) shall be the Employer's fiscal year, being April 1 to March 31 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 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 day of the next pay period following which the employee actually worked more than 1250 hours.

The 1250 hours must be accumulated in one bargaining unit. Hours actually worked in other bargaining units shall not count nor be added together.

**Re: Joan Rickard**

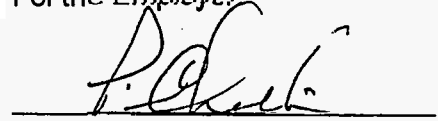
Joan Rickard's continuous employment under Article 2.01(g)(ii) shall not predate April 1, 1989 rather than April 1, 1996.

*Agreed on September 30, 2003*

For the Union

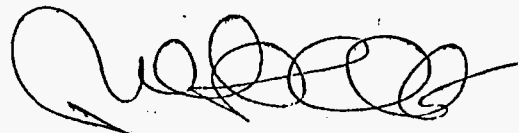


For the Employer



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*Paul P.*  
*Stella Sch...*  
*Andy S...*  
*Don Cheseb...*

*Steve*  
  
*Miller*

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

WEENEYBAYKO HEALTH  
AHTUSKAYWIN

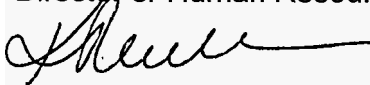
Pat Chilton  
Chief Executive Officer



Adrienne Miller  
Hospital Administrator

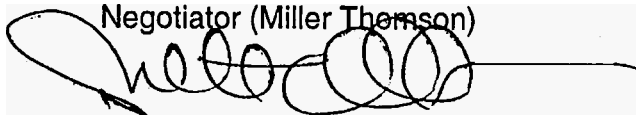


Kelly Reuben  
Director of Human Resources



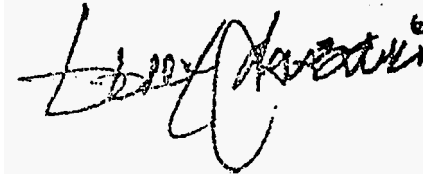
Peter Chauvin

Negotiator (Miller Thomson)

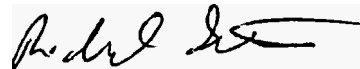


PUBLIC SERVICE ALLIANCE  
OF CANADA

Gerry Halabecki  
Regional Executive Vice President



Richard Gott  
Local President

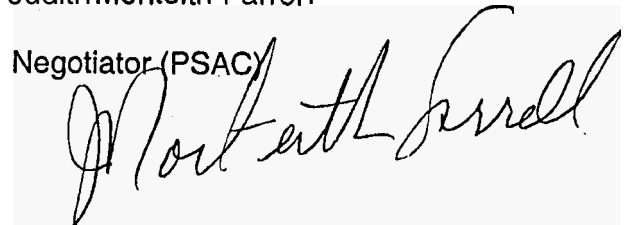


Stella Schimmens  
Member of Team



Judith Monteith-Farrell

Negotiator (PSAC)



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