



Canada Industrial Relations Board

Conseil canadien des relations industrielles

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Our File: 32728-C

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January 16, 2019

BY FAX

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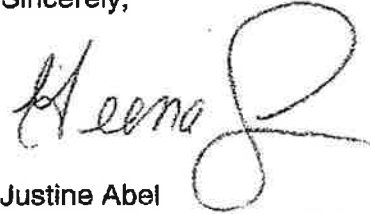
Dear Mesdames:

In the matter of the *Canada Labour Code (Part I-Industrial Relations)* and an application filed pursuant to section 87.4(4) thereof involving a question respecting the application of section 87.4(1) by Hay River Health and Social Services Authority, applicant; Public Service Alliance of Canada, respondent. (32728-C)

A panel of the Canada Industrial Relations Board (the Board) composed of Ms. Ginette Brazeau, Chairperson, and of Messrs. André Lecavalier and Gaétan Ménard, Members, has reviewed the maintenance of activities agreement dated January 9, 2019 between the Hay River Health and Social Services Authority and the Public Service Alliance of Canada, a copy of which is attached hereto. Please be advised that the agreement has been accepted for filing by the Board and that, pursuant to section 87.4(3) of the *Canada Labour Code (Part I-Industrial Relations)*, the agreement now has the same effect as an order of this Board.

The Board's file in this matter is now closed.

Sincerely,



for

Justine Abel
Director, Case Management Services
(Registrar)

Encl.

c.c.: Mr. Daniel De Santis (CIRB-Vancouver)
ESDC-Labour Program (819-997-1693)

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1/15/2019 09:12:10 MST

18677667678 From: Sonya Robinson

THIS AGREEMENT made as of the 9 day of January 2019.

Between:

THE HAY RIVER HEALTH & SOCIAL SERVICES AUTHORITY
(the "Employer")

-and-

PUBLIC SERVICE ALLIANCE OF CANADA (PSAC)
(the "Union")

AGREEMENT PURSUANT TO SECTION 87.4 CANADA LABOUR CODE

WHEREAS the Employer has given notice to PSAC specifying the supply of services and operation of facilities that, in its opinion, must be continued in the event of a strike or lockout in order to comply with Section 87.4(1) of the *Canada Labour Code* (the "Code");

AND WHEREAS the Employer made an Application to the Canada Industrial Relations Board (the "Board") for a determination of Essential Services under Section 87.4(3) of the "Code";

AND WHEREAS with the Assistance of Daniel DeSantis, the Union and the Employer have entered into an agreement on the following terms and conditions with respect to compliance with Section 87.4(1) of the Code;

Now Therefore the Employer and the Union agree to the following:

1. This Agreement applies and comes into operation during and in respect of all forms of a legal strike or lockout, as those terms are defined in the Code.
2. In the event that this Agreement is invoked, both parties shall work cooperatively to ensure the maintenance of activities pursuant to the terms of this Agreement.
3. Shift schedules that are required as a result of this agreement will be established by Management. Management will then provide a copy to the Union (Director of Membership Services) at least 48 hours before the date on which a strike will occur, as indicated in the strike notice.

A. In the event of a strike or lockout, the following services will be staffed as indicated:

i. Maintenance

One (1) Utility Worker shall report to work for 2 hours per day, 7 days per week, to perform the boiler checks

One (1) Utility Worker will be required to be on a standby schedule during all other hours to respond to maintenance emergencies (24 hour coverage).

ii. Health Records

One (1) Health Records professional shall report to work for 7.5 hours per day, Monday to Friday, to manage client health records.

iii. Electronic Medical Records

One (1) EMR Territorial Educator shall report to work for 7.5 hours per day, Monday to Friday to ensure operation of Electronic Medical Records in order to provide essential client care.

iv. Housekeeping

Two (2) Housekeeping Aides shall report to work 7.5 hours per day, 7 days per week to perform Housekeeping at the Hay River Regional Health Centre (the "HRRHC").

Two (2) Housekeeping Aides shall report to work 6 hours per day, 7 days per week to perform Housekeeping at Woodland Manor.

One (1) Housekeeping Aide shall report to work for 4 hours per day, Monday to Friday to perform Housekeeping at H.H. Williams.

v. Laundry

One (1) Laundry Aide shall report to work 7.5 hours per day, Monday to Friday to provide laundry Services.

One (1) Laundry Aide shall report to work 7.5 hours on Monday, and 6 hours per day from Tuesday to Friday, to provide laundry services.

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vi. Dietary/Food Service

One (1) Cook shall report to work for 7.5 hours per day, 7 days per week to provide food services for clients, at the HRRHC.

One (1) Cook shall report to work for 7.5 hours per day, 7 days per week to provide food services for clients, at Woodland Manor.

Two (2) Dietary Aides shall report to work for 7.5 hours per day, 7 days per week to provide food services for clients, at the HRRHC.

Two (2) Dietary Aides shall report to work for 7.5 hours per day, 7 days per week to provide food services for clients, at Woodland Manor.

vii. Payroll

One (1) Payroll and Finance Analyst shall report to work 7.5 hours per day, Monday to Friday, during payroll week, to ensure compliance with payroll requirements.

viii. Purchasing

One (1) Purchasing employee shall report to work 8:00am to 12:00pm, Monday to Friday, to ensure supplies and materials are available to meet essential service needs.

ix. Information and Communication Technology Services

One (1) Information/Computer services employee shall report to work 8:00am to 12:00pm, Monday to Friday to maintain systems, and standby for remaining regular work hours¹ to deal with IT emergencies.

x. Supply Processing

One (1) Supply Processing and Distribution Technician shall report to work for 8:00am to 4:00pm on Monday, Wednesday and Friday

xi. Home Care

Two (2) Home Care Registered Nurses shall report to work for 7.5 hours per day, Monday to Friday, to provide homecare nursing services.

¹ In this Agreement, "regular work hours" refers to the regular hours of work for the position, under the existing work schedule, as of the date of the signing of this Agreement.

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Two (2) Home Care Support Workers shall report to work for 7.5 hours per day, Monday to Friday, to provide homecare nursing services.

xii. Child Protection

Three (3) Community and Social Services Workers III shall report to work for 7.5 hours per day, Monday to Friday, to provide child protection services, one of whom will be available on standby for all other hours (24 hour coverage).

xiii. Mental Health and Addictions

One (1) Mental Health and Addictions Counsellor shall report to work for 4 hours per day, Monday to Friday, to provide mental health and addictions counselling services.

One (1) Mental Health and Addictions Counsellor shall report to work for 4 hours per day, Monday to Friday, and be available on standby for remaining regular work hours of work, to provide mental health and addictions counselling services.

xiv. Occupational Therapy

One (1) Occupational Therapist shall be on standby for 7.5 hours per day, Monday to Friday, to provide occupational therapy services.

xv. Physiotherapy

One (1) Physiotherapist shall be on standby for 7.5 hours per day, Monday to Friday, to provide physiotherapy services.

xvi. Client Document Processing

Two (2) Clinic Assistants shall report to work from 8:00am to 12:00pm, Monday, Wednesday and Friday to perform the following duties:

- Booking medical travel and processing client documents;
- Scanning and linking client results for diagnostic and follow up purposes

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xvii. Public Health

One (1) Public Health Nurse shall report to work for 7.5 hours per day, Monday to Friday, to address public health issues.

xviii. Midwifery

One (1) Midwife shall report to work for 8:00am to 12:00pm on Mondays, Wednesdays and Fridays to provide midwifery services.

One (1) Midwife shall be available on standby for all other hours, to provide midwifery services (24 hour coverage).

xix. Laboratory Services

One (1) Laboratory Technologist shall report to work for 7.5 hours per day, for Monday to Friday.

One (1) Laboratory Technologist shall report to work for 8:00am to 12:00pm, Monday, Wednesday and Friday.

One (1) Laboratory Technologist shall be available on standby for all other hours (24 hour coverage).

One (1) Medical Radiation Technologist shall be available on standby 24 hours per day, 7 days per week

One (1) Sonographer shall be available on standby during regular work hours.

xx. Nursing and Nursing Support Services at HRRHC

Two (2) Registered Nurses shall report to work for 12-hour day shift, 7 days per week, to provide nursing services to Community Support beds.

Two (2) Registered Nurses shall report to work for 12-hour night shift, 7 days per week, to provide nursing services to Community Support beds.

One (1) Registered Nurse shall report to work 11:30am to 12:00am, 7 days per week, to provide triage.

One (1) Registered Nurse shall report to work for 12-hour day shift, 7 days per week, to provide nursing services in Emergency.

One (1) Registered Nurse shall report to work for 12-hour night shift, 7 days per week, to provide nursing services in Emergency.

One (1) Registered Nurse shall be available on standby, 24-hours per day, 7 days per week.

One (1) Health Care Aide shall report to work for 12-hour day shift, 7 days per week, to provide support to nurses.

One (1) Health Care Aide shall report to work for 12-hour night shift, 7 days per week, to provide support to nurses.

One (1) Unit Clerk shall report to work for 12 hour day shift, 7 days per week.

xxi. Dialysis Services

One (1) Dialysis Clinic Coordinator shall report to work for 12-hour day shift, Monday, Wednesday and Friday.

One (1) Registered Nurse with Dialysis training shall report to work for 12-hour day shift, Monday, Wednesday and Friday

xxii. Long Term Care

Three (3) Licensed Practical Nurses shall report to work for 12-hour day shift, 7 days per week, to provide LPN Services at Woodland Manor.

Two (2) Licensed Practical Nurse shall report to work for 12-hour night shift, 7 days per week, to provide LPN Services at Woodland Manor.

Two (2) Long Term Care Aides shall report to work for 12-hour day shift, 7 days per week, to provide LTCA Services at Woodland Manor.

Two (2) Long Term Care Aides shall report to work for 12-hour night shift, 7 days per week, to provide LTCA Services at Woodland Manor.

One (1) Client Monitor shall report to work for 12-hour day shift, 7 days per week, to provide one-on-one client support at Woodland Manor.

xxiii. Supportive Living Services

Four (4) Personal Outcome Support Workers shall report to work for 12-hour day shift, 7 days per week to provides core service for SLS clients.

Three (3) Personal Outcome Support Workers shall report to work for 12-hour night shift, 7 days per week to provides core service for SLS clients.

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B. OTHER:

- i. Employees who are unable to report to work due to illness or other reasonable grounds shall be replaced immediately for the duration of the absence so that the number of employees required for work or standby duty in each area is maintained. The Union will cooperate to ensure that employees required to work as a result of this Agreement will report for work at the commencement of their scheduled shift or be available to immediately report when on standby. Replacement of such employees shall not result in payment of overtime unless the employee is working in excess of the regular full time hours under the collective agreement.
- ii. Scheduled employees (including being scheduled on standby) who do not report to work as required under this Agreement shall not be paid for such absence and may be subject to disciplinary action up to and including termination of employment.
- iii. In the event of a bona fide disaster, large scale emergency or multiple casualty event (an "Event") which overwhelms staff ability to care for patients, all employees needed to handle such an Event will be required to report to work until such time as the parties mutually agree that the Event no longer presents an immediate and serious danger to the safety and health of the public or by order of the Board.
- iv. In accordance with the Code, the Union will cooperate with the Employer to ensure the provision of personnel within classifications covered by this Agreement to perform other essential duties not expressly identified in this Agreement, should the need arise, in order to prevent an immediate and serious danger to the safety and health of the public. This includes carrying out responsibilities identified under the Employer's Emergency Preparedness Plan. In the event the Union disputes the requirement for any other essential duties, such dispute shall be referred to the Board.
- v. In the event that there are significant changes to the Employer's operations or facilities following the signing this Agreement, the Agreement may be re-opened by either party to enable the Employer and the Union to re-negotiate the services affected by this significant change. The party seeking to re-open the Agreement will, as soon as possible, inform the other party in writing of the Agreement provisions they consider affected by the significant change to the Employer's operations or facilities, and will propose revised language for these provisions. The parties will, as soon as possible, attempt to reach agreement on the proposed language. If resolved, that agreement will be incorporated onto this Agreement; if a resolution cannot be reached, the parties agree to place the issue before the Board.
- vi. The Employer will make efforts to not schedule bargaining team members and local and full Executive UNW members for Maintenance of Activities.
- vii. The Employer will provide notice to all employees who are in positions that deliver services that must be maintained in the event of a strike or lockout. The Director of Membership Services with the UNW will be copied on these notifications.

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C. Remuneration

Employees assigned to maintain services shall be compensated in accordance with the current terms and conditions.

Both the Union and the Employer agree that this agreement is to be filed with the Canada Industrial Relations Board.

Dated at Hay River, Northwest Territories on this ^{14th} xx day of January 2019.

Per: 
Jennifer Croucher, Manager, Human Resources
Hay River Health & Social Services Authority

Per: 
Katherine Kenny, Exclusions and Designations Officer
Public Service Alliance of Canada

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