

**COLLECTIVE AGREEMENT**

**WHITEHORSE GENERAL HOSPITAL**

Operated by the Yukon Hospital Corporation

**&**

**THE PUBLIC SERVICE ALLIANCE OF CANADA  
LOCAL Y0030**

**Term: September 1, 2003 to August 31, 2007**

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## **ARTICLE 1 PURPOSE OF AGREEMENT**

- 1.01 The purpose of this Collective Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees, and the Union, to set forth certain terms and conditions of employment relating to pay, hours of work, employee benefits, and general working conditions affecting employees covered by the Collective Agreement and to ensure that all reasonable measures are provided for the safety and occupational health of the employees.
- 1.02 The parties to this Collective Agreement share a desire to maintain and/or improve the quality of the health care service provided to the people of the Yukon and to promote their well being, and the well being and efficiency of the employees. Accordingly, the parties are determined to establish, within the framework provided by law, an effective working relationship at all levels in which members of the bargaining unit are employed.

## **ARTICLE 2 INTERPRETATION AND DEFINITIONS**

- 2.02 (a) “Abandonment” means the failure of an employee to report for work for five (5) consecutive scheduled working days without informing the Employer of the reason for their absence. The presumption of abandonment shall be rescheduled by the Employer upon presentation of evidence of reasonable grounds for the employee’s failure to contact the Employer either in person or by some other means.
- (b) “Allowance” means compensation payable to an employee for the performance of special or additional duties;
- (c) “Bargaining Unit” is the unit of employees for which the Union is recognized as the bargaining agent in Clause 5.01;
- (d) “Classification” is a level within an occupational group and all positions allocated to a specific level within an occupational group are designated as belonging to that classification.
- (e) “Consultation” means a process of joint deliberations with the objective being that the parties disclose all relevant information and engage in rational and informed discussion on the topics. While the consultation process is intended to assist the parties in arriving at reasoned and informed decisions, it does not require that agreement must be reached before the parties, or either of them, can exercise their respective rights. The introduction of new or amended policies cannot amend, alter or modify any rights, benefits or privileges provided in this Agreement.
- (f) “Continuous Service” and “Continuous Employment” mean uninterrupted employment with the Employer, and for employees also includes those periods of time when seniority is accrued or retained under the provisions of Article 34 (Seniority), or severance/interruption of employment of one (1) month or less.
- (g) (i) “Day of Rest” in relation to an employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of his/her position other than by reason of his/her being on leave of absence.
- (ii) When the first and second or subsequent day of rest is consecutive, “second or subsequent day of rest” is defined as the period immediately following expiration of the first day of rest and ending at the time of commencement of the employee’s next regular shift.
- (h) “Double time” means twice (2X) the straight-time rate.
- (i) “Employee” means a member of the Bargaining Unit, and the categories of employees are:

## **ARTICLE 2 – (Cont'd)**

- (i) “Regular (indeterminate) full-time employee” means an employee who works the full hours of work specified in Article 21 of the Collective Agreement.
- (ii) “Regular (indeterminate) part-time employee” means an employee whose scheduled work hours are less than those specified in the Collective Agreement for regular full-time employees. The written offer of employment will include the proportion of full-time hours that apply.
- (iii) “Term” employee means an employee who is hired on a temporary basis in excess of three months for a full-time or part-time position, for a specified period of time, to replace an employee on a leave of absence or for limited term work. The period of time shall be clearly stated in a written offer of employment at the time of hiring. Term employees will only be used in situations where there is no reasonable expectation of the position being filled on a regular on-going basis. Consecutive renewals of term appointments will only be made where it is necessary in order to staff for the continuing absence of an employee, or where a special program or project is being extended for a limited period.
- (iv) “Casual” employee is one who is employed for an unspecified period, for use on an on-call basis in situations where the expectation is that the work will not be required for more than three (3) consecutive months.
- (j) “Employer” means the Whitehorse General Hospital (WGH) operated by the Yukon Hospital Corporation (YHC).
- (k) “Fiscal year” means the period of time from April 1<sup>st</sup> in one year to March 31<sup>st</sup>, in the next following year.
- (l) “Grievance” means a complaint in writing that concerns the interpretation, application, administration or operation of the Collective Agreement, submitted by an employee, group of employees, the Union, or the Employer.
- (m) “Holiday” means:
  - (i) The twenty-four (24) hour period commencing at 00:01 hours of a day designated as a paid holiday in the Collective Agreement.
  - (ii) However, in the case 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 ( $\frac{1}{2}$ ) or more of the hours worked fall on that day; or
    - (B) On the day it terminates where more than half ( $\frac{1}{2}$ ) of the hours worked fall on that day.

## **ARTICLE 2 – (Cont'd)**

- (n) “Layoff” means a cessation of employment as a result of:
  - (i) A lack of, or reduction in, the amount of work required to be performed, or
  - (ii) The reduction or elimination of an activity, service, program, function or department.
- (o) “Leave of Absence” means permission to be absent from duty.
- (p) “May” shall be regarded as permissive. “Shall” and “will” as imperative, and “should” as informative only.
- (q) “Overtime” means:
  - (i) Time worked by full-time Regular and Term employees, in excess of, or outside of, their regular straight-time work period.
  - (ii) Time worked by part-time Regular and Term employees, in excess of, or outside of, a prescheduled shift of seven and one-half (7.5) or more hours, or an average of thirty-seven and one-half hours over the period (number of weeks) in which their posted shift schedule is in effect.
  - (iii) Time worked by casual employees in excess of a prescheduled shift of seven and one-half (7.5) or more hours, or over the average of seventy-five (75) hours of work in a pay period.
- (r) “Rates of Pay” are:
  - (i) “Weekly Rate of Pay” means an employee’s annual salary divided by 52.176.
  - (ii) “Bi-weekly Rate of Pay” means an employee’s annual salary divided by 26.088.
  - (iii) “Daily Rate of Pay” means:
    - (A) In the case of an employee who is paid an annual salary, his/her bi-weekly rate of pay divided by ten (10); and
    - (B) In the case of an employee who is paid by the hour, his/her hourly rate of pay times his/her normal number of hours worked per day.
  - (iv) “Hourly Rate of Pay” means the annual salary divided by 1956.6.
- (s) “Representative” means an employee who has been elected or appointed as an area Steward or who represents the Union at meetings with management.

**ARTICLE 2 – (Cont'd)**

- (t) “Resignation” means a voluntary notice given in writing by an employee to the Employer, that the employee is ending his/her employment, provided that such notice is not rescinded in writing by the employee within forty-eight hours (48) hours from the time that the written notice was tendered.
- (u) (i) “Spouse” means a person to whom an employee is legally married, or a person with whom an employee has cohabited continuously for more than one year immediately before the date in question, and whom has been identified in writing to the Employer as the employee’s spouse, regardless of gender,
- (v) “Straight time rate” means the applicable basic hourly rate of compensation specified in this Agreement, exclusive of allowances.
- (w) “Time and one-half” means one and one-half times (1.5X) the straight-time rate.
- (x) “Union” means the Public Service Alliance of Canada.

### **ARTICLE 3 APPLICATION**

- 3.01 The provisions of this Collective Agreement apply to the Union, the employees and the Employer.
- 3.02 No employee covered by this Agreement shall be required or permitted to make a written or oral Agreement with the Employer or its representatives, which conflicts with the terms of this Agreement.

**ARTICLE 4 MANAGEMENT RIGHTS**

4.01 Except to the extent provided herein, this Collective Agreement in no way restricts the authority of the Employer to operate and manage the hospital.

## **ARTICLE 5 RECOGNITION AND SCOPE**

- 5.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for employees in the classifications included in the bargaining unit certified by the Canada Industrial Relations Board under File #555-3671 on February 21, 1995, amended under File #530-2455 on October 17, 1995, and amended under File #21379-C on September 5, 2000, including employees in classifications subsequently included in the bargaining unit either by mutual consent of the parties or by an order of the Canada Industrial Relations Board.
- 5.02 The Employer agrees that there shall be no intimidation or discrimination against any employee by reason of his/her membership in the Union, and the Union agrees that there shall be no intimidation or discrimination on its part towards any employee of the Employer.
- 5.03 The Employer agrees that, given reasonable notice to the Employer by the Union, an accredited representative of the Union may be allowed access to the work premises for the purpose of investigating a grievance or a complaint by an employee or the Union, provided the Union representative requests permission for access directly or through an officer of the local Union. Such permission will not be withheld unreasonably.
- 5.04 Where an accredited representative of the Union enters the work premises as provided in Clause 5.03 above, he/she shall report to the supervisor of the employee before approaching the employee.
- 5.05 **Program Transfers**
- (a) In the event that a program is transferred to the Employer from the Yukon Territorial Government, involving employees being transferred into employment with the Employer, within the Union's bargaining unit, the terms, conditions and entitlements that apply to those employees shall be the subject of negotiations with the Union. In the event that the Employer and Union do not resolve those matters the following shall apply.
- (b) The parties may agree to set the matter over to the next round of collective bargaining when the renewal of this Agreement is being negotiated, in which case the terms, conditions and entitlements set by the Employer will continue to apply until the matter is resolved through the renewal of this Agreement, including any issue of retroactivity; or
- (c) Either party may refer the matter to arbitration under the arbitration provisions of this Agreement, in which case the arbitration board will have the authority to act and proceed as an interest arbitrator and, after providing the parties an opportunity to call evidence and make submissions, to set the applicable terms, conditions and entitlements.

## **ARTICLE 6 EMPLOYEE REPRESENTATIVES**

- 6.01 The Employer acknowledges the right of the Union to appoint or otherwise select employees as representatives.
- 6.02 The Union shall notify the Employer in writing of the name and jurisdiction of its representatives.
- 6.03 (a) A representative shall obtain the permission of his/her immediate supervisor before leaving his/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 to his/her supervisor before resuming his/her normal duties.
- (b) Where practicable, when management requests the presence of a Union representative at a meeting, such request will be communicated to the employee's supervisor.

## **ARTICLE 7 USE OF EMPLOYER FACILITIES**

- 7.01 Reasonable space on bulletin boards in convenient locations will be made available to the Union for the posting of official Union notices. The Union shall endeavor 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 Union, including the names of Union representatives, and social and recreational events. Such approval shall not be unreasonably withheld.
- 7.02 The Employer will also continue its present practice of making available to the Union specific locations on its premises, for the placement of reasonable quantities of literature of the Union.

## **ARTICLE 8 UNION MEMBERSHIP AND CHECK-OFF OF UNION DUES**

- 8.01 Every employee shall become and remain a member in good standing of the Union, as a condition of employment.
- 8.02 Subject only to the provisions of Section 70(2) of the Canada Labour Code, all employees will be required to sign an authorization for the deduction of Union dues and other amounts designated by the Union. The authorization form will be provided by the Union. The Employer will have all newly hired employees sign the form and a signed copy will be sent to the Union.
- 8.03 The Employer shall deduct from the earnings of each employee in the bargaining unit, the amount of the Union dues or payments in lieu thereof, and other amounts designated by the Union, in accordance with the Union's constitution and (or) by-laws. These deductions shall be made for each bi-weekly payroll period and shall be considered as owing in the period for which they are so deducted.
- 8.04 All authorized deductions shall be remitted to the Union not later than twenty-eight (28) days after the date of deduction, along with a list of names and job titles of those employees from whose earnings such deductions have been made, together with the amounts deducted from each employee.
- 8.05 Before the Employer is obliged to deduct Union dues, the Union must advise the Employer in writing of the amount to be deducted from each employee. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer by the Union. In all cases, the Union shall provide the Employer with a reasonable notice period to implement any change in deductions.
- 8.06 From the date of the signing of this Agreement and for its duration, no labour organization other than the Union shall be permitted to have membership dues or other monies deducted by the Employer from the earnings of the employees in the bargaining unit.
- 8.07 The annual T-4 slips issued by the Employer to the employees will include the amount of Union dues deducted in the previous taxation year.
- 8.08 The Employer's obligations in relation to these check-off provisions are limited to:
- (a) Deducting only such sums and for such purposes as are permitted by the law;
  - (b) Making only such deductions as are authorized by written assignments provided by employees, as required by Clause 8.02; and
  - (c) The total of any such deductions cannot exceed the net amounts owing by the Employer to the employee.
- 8.09 The union will indemnify the Employer against all claims, causes of action and damages for liability arising out of the application of this Article, except where such liability arises from an error committed wholly by the Employer.

## **ARTICLE 9 INFORMATION**

- 9.01 (a) The Employer agrees to supply the Union with a monthly report specifying the name of each bargaining unit employee hired or who ceased to be employed.
- (b) The Employer agrees to supply the Union with a quarterly report specifying the location and classification applicable to each employee on staff.
- (c) At the time of hire, the Employer will undertake to inform all persons newly appointed to positions in the bargaining unit of the name of the Union representative and his/her place of work.
- 9.02 The Employer agrees to provide for the printing and distribution of the copies of the Collective Agreement to employees in the bargaining unit within sixty (60) days of the signing of the Collective Agreement.
- 9.03 When a new employee is hired, the following will form a part of the employee's orientation:
- (a) The Employer will provide the employee with a copy of the Collective Agreement;
- (b) The Employer will draw the employee's attention to the compulsory check-off provisions of Article 8, and have the employee sign the required deduction authorization; and
- (c) The local president of the Union, or his/her delegate, will be provided with a paid-time period of up to ten (10) minutes with the new employee, scheduled for a mutually convenient time, in which to discuss the Union in the work environment.

## **ARTICLE 10 ESSENTIAL SERVICES DURING LABOUR DISPUTES**

- 10.01 (a) In the event that the parties fail to reach agreement for the renewal of this Agreement, prior to the commencement of a strike or lockout, the parties agree that an Essential Services Agreement must be settled between them. The Essential Services Agreement shall set out the levels of staffing that must be maintained in the event of a collective bargaining dispute. The employees who are to fill positions designated in the Essential Services Agreement are required to report for work and to perform the duties outlined in that Agreement.
- (b) In the event of an impasse in negotiating an Essential Services Agreement, either party may refer the matter to an arbitrator, selected by agreement between the parties, for a binding resolution. In the event that the parties cannot agree upon the selection of an arbitrator, the Minister of Labour will be asked to appoint one.
- (c) The Essential Services Agreement shall remain in full force and effect during the term of this Agreement and will be used to determine the levels of staffing that must be maintained in the event of any labour dispute that results in a picket line at the Employer's premises.
- (d) Employees who refuse to cross a picket line pursuant to their qualified rights under this Article shall not be subject to corrective action for such refusal.
- 10.02 (a) All employees covered by this Agreement shall have the right to refuse to cross a lawful picket line at locations other than the Employer's premises, that does not involve a lawful collective bargaining dispute between the parties to this Agreement. Any employee who relies on this provision and fails to report for duty shall be considered to be absent without pay. Failure to cross a picket line as described in this Article, in carrying out the Employer's business, shall not be considered a violation of this Agreement nor shall it be grounds for corrective action.
- (b) If an employee encounters such a picket line and promptly reports the matter to the Employer, the Employer will make every reasonable effort to ensure that the employee is deployed elsewhere, so that the employee does not suffer a loss of pay or benefits.
- 10.03 The parties agree that there will be no strike or lockout during the term of this Agreement.
- 10.04 Any employee who participates in an illegal strike against the Employer may be subject to corrective action by the Employer.

## **ARTICLE 11 TIMES OFF FOR REPRESENTATIVES AND UNION BUSINESS**

### **11.01 Canada Industrial Relations Board Hearings**

- (a) **Complaints made to the Canada Industrial Relations Board pursuant to the Canada Labour Code (Part 1).**

The Employer will grant leave with pay:

- (i) To an employee who makes a complaint on his/her own behalf; or
- (ii) To an employee who acts on behalf of an employee making a complaint, or who acts on behalf of the Union making a complaint.

- (b) **Applications for certification, representations and interventions with respect to applications for certification at the hospital.**

Where operational requirements permit, the Employer will grant leave without pay:

- (i) To an employee who represents the Union in an application for certification or in an intervention; and
- (ii) To an employee who makes personal representation in opposition to a certification.

- (c) **Employee called as a witness:**

The Employer will grant leave with pay:

- (i) To an employee called as witness by the Canada Industrial Relations Board; and
- (ii) Where operational requirements permit, to an employee called as a witness by an employee or the Union.

### **11.02 Arbitration and Conciliation Board Hearings**

- (a) The Employer will grant leave with pay to an employee representing the Union before an arbitrator, conciliation officer, conciliation commissioner or conciliation board.
- (b) The Employer will grant leave with pay to an employee called as a witness by an arbitrator, conciliation officer, conciliation commissioner, conciliation board or the Union.
- (c) The Employer will grant leave with pay to an employee who is a party.
- (d) The Employer will grant leave with pay to the representative of an employee who is a party.
- (e) The Employer will grant leave with pay to a witness called by an employee who is a party.

## **ARTICLE 11 – (Cont'd)**

### **11.03 Grievance Hearings**

**(a) Employees presenting a grievance:**

An employee who presents a grievance is entitled to be present at the hearing of the grievance at any step in the grievance process, and where the grievance is heard during working hours, he/she shall be entitled to attend the hearing without loss of pay.

**(b) Employee who acts as representative:**

Where an employee represents a grievor, at a meeting held with the Employer, the Employer will grant time off with pay to the representative when the meeting takes place during normal working hours.

**(c) Grievance Investigations:**

Where an employee has asked or is obliged to be represented by the Union in relation to presentation of a grievance and an employee acting on behalf of the Union wishes to discuss the grievance with that employee:

- (i) The employee will, where operational requirements permit, be given reasonable time off with pay for this purpose when the discussion takes place in Whitehorse; and
- (ii) The representative of the employee will, where operational requirements permit, be given reasonable time off with pay for this purpose when the discussion takes place in Whitehorse.

### **11.04 Contract Negotiation Meetings**

(a) Where operational requirements permit, the Employer will grant leave without pay to a maximum of four (4) employees for the purpose of attending contract negotiation meetings on behalf of the Union. The Employer agrees that while employees are attending contract negotiation meetings the Employer shall continue his/her fringe benefit contributions and the employees shall continue to earn normal credits.

(b) Notwithstanding subsection (a) where the employee has been granted leave without pay to attend the initial contract negotiation meeting on behalf of the Union, the Employer will grant leave without pay to the employee for all subsequent contract negotiation meetings.

### **11.05 Preparatory Contract Negotiation Meetings**

Where operational requirements permit, the Employer will grant leave without pay to a reasonable number of employees to attend preparatory contract negotiation meetings.

## **ARTICLE 11 –( Cont'd)**

11.06 While an employee is on leave without pay under the provisions of Clauses 11.04 & 11.05, the Employer shall continue to pay the employee their straight time rate. Upon invoice by the Employer, the Union shall reimburse the Employer for the amounts so paid and the mandatory employer remittances. In addition, the Employer agrees to continue the employee's fringe benefit contributions and the employee shall continue to earn normal credits.

### **11.07 Meetings Between Employee Organizations and Management**

Where operational requirements permit, the Employer will grant leave with pay to a reasonable number of employees who are meeting with management on behalf of the Union.

### **11.08 Employee Organization Executive Council Meetings and Conventions**

Where operational requirements permit, the Employer will grant leave without pay to a reasonable number of employees to attend Executive Council meetings and conventions of the Union and the Canadian Labour Congress, meetings of the Board of Directors, Union Component Convention, Yukon Federation of Labour Convention and local executive meetings of an urgent nature. Such leave shall not be unreasonably withheld.

### **11.09 Representative Training Courses**

- (a) Where operational requirements permit, the Employer will grant leave without pay to employees who exercise the authority of a representative on behalf of the Union to undertake training related to the duties of a representative and/or to travel on Union business.
- (b) Where operational requirements permit, the Employer will grant leave with pay to employees appointed as representatives by the Union to attend training sessions concerning Employer/employee relations sponsored by the Employer.

### **11.10 Attendance at Joint Committee Meetings**

An employee appointed by the Union to attend meetings of joint committees established in accordance with this Agreement shall receive compensation at his/her straight time rate for all time spent at these meetings. In the event that this attendance involves the employee working in excess of his/her regularly scheduled hours of work, the employee may, at his/her option, be compensated for those excess hours by equivalent time off at the straight time rate, which shall then be treated as compensatory leave pursuant to Article 22.08 (a).

11.11 In the event that an employee is assigned by the Employer to attend a meeting, hearing or other function which is not a normal component of the employee's assigned work duties, the provisions of this Agreement shall apply for the time spent by the employee in these functions. Upon presentation of an appropriate claim with receipts, the Employer shall, within the limits of its travel policy, reimburse the employee for necessary expenses incurred in such attendances, including reasonable travel time.

## **ARTICLE 11 – (Cont'd)**

### **11.12 Change of Scheduled Shift**

- (a) An employee who is required to attend a proceeding pursuant to Clauses 11.01 (a)(i), 11.01 (c)(i) and (ii), or 11.02 (b) or (c), and who has been scheduled to work the evening shift immediately before or after the day shift on the day of the proceeding, shall have his/her scheduled shift changed to the day shift. In such circumstances, the employee shall then be granted a leave of absence from the day shift on the day of the proceeding.
- (b) Whether the employee will be granted a leave without pay or with pay for the employee's scheduled regular hours of work under Clause (a) above will depend on what type of leave was granted to the employee pursuant to the applicable Article.
- (c) An employee who attends a proceeding pursuant to Clause (a) above at which he/she is required to spend less than four (4) hours shall report to work for the remainder of the day shift.
- (d) A scheduled shift which is changed pursuant to Clause (a) above shall not attract any extra pay as a result of insufficient notice of shift change.
- (e) An employee, whose scheduled shift is to be changed pursuant to Clause (a) above, shall provide his/her immediate supervisor with as much advance notice as possible of the day(s) he/she would be required to attend at the proceeding, with a minimum advance notice of forty-eight (48) hours.

## **ARTICLE 12 NO DISCRIMINATION**

- 12.01 There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practiced with respect to an employee by reason of age, race, creed, colour, national origin, ancestry, ethnic or linguistic background, criminal background, political belief or association, religious affiliation, sex, including pregnancy, and pregnancy related conditions, sexual orientation, marital or family status, mental or physical disability or membership or activity in the Union.
- 12.02 (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 Clause 12.02 (a) above a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

## **ARTICLE 13 HARASSMENT**

- 13.01 (a) The Employer, the employees and the Union recognize the right of all persons employed at the hospital to work in an environment free from unwanted personal harassment, sexual harassment or abuse of authority, and agree that any of the aforementioned actions will not be tolerated in the workplace.
- (b) Cases of proven personal harassment, sexual harassment or abuse of authority by a person employed in the hospital is considered a disciplinary infraction and will be dealt with as such.
- 13.02 (a) Personal harassment means any improper behavior by a person employed in the hospital that is directed at and offensive to another person employed in the hospital, and which the first person knew or ought reasonably to have known would be unwelcome. Personal harassment comprises objectionable conduct, comment or display that demeans, belittles or causes personal humiliation, or embarrassment to the recipient. This includes harassment as described in Section 13 of the Yukon Human Rights Act.
- (b) Sexual harassment means any conduct, comment, gesture or contact of a sexual nature:
- (i) That might reasonably be expected to cause offense or humiliation; or
- (ii) That might reasonably be perceived as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.
- (c) Abuse of authority means an individual's improper use of power and authority inherent in the position held, by means of intimidation, threats, blackmail or coercion. This comprises actions which endanger an employee's job, undermine an employee's ability to perform the job or threaten the economic livelihood of an employee. However, it shall not include the legitimate exercise of an individual's supervisory power or authority.
- 13.03 (a) Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.
- (b) Grievances under this Article will be handled with all possible confidentiality and dispatched by the Union and the Employer.
- 13.04 An alleged offender shall be given notice of the substance of a complaint under this Article and shall be given notice of and be entitled to attend, participate in, and be represented at any grievance hearing or any arbitration under this Collective Agreement.

## **ARTICLE 14 DESIGNATED PAID HOLIDAYS**

14.01 (a) The following days are designated paid holidays for employees:

- (i) New Year's Day
- (ii) Heritage Day
- (iii) Good Friday
- (iv) Easter Monday
- (v) Victoria Day
- (vi) Canada Day
- (vii) Discovery Day
- (viii) Labour Day
- (ix) Thanksgiving Day
- (x) Remembrance Day
- (xi) Christmas Day
- (xii) Boxing Day

(b) Any day proclaimed by the Government of Canada as a National Holiday or the Yukon Territorial Government as a General Holiday other than a designated paid holiday mentioned in Clause 14.01 (a) above, shall be proclaimed as a designated paid holiday.

(c) Where the Government of Canada or the Yukon Territorial Government changes the name of a designated paid holiday mentioned in Clause 14.01 (a) above, the former title shall be deemed to be deleted and the new title of the National Holiday shall be deemed to be inserted into the Collective Agreement.

### **14.02 Holiday Falling on a Day of Rest**

When a day designated as a holiday under Clause 14.01 coincides with an employee's day of rest, the holiday shall be moved to the employee's first working day following his/her day of rest, or the employee may request and will be given another day off at a mutually agreed date, subject to the following limitation. In the case of designated paid holidays occurring during the periods June 15 through August 31 and December 15 to January 05, the mutually agreeable alternative days may fall within those periods. However, alternative designated holidays from outside those time periods cannot be taken within those time periods.

14.03 When a day designated as a holiday for an employee is moved to another day under the provisions of Clause 14.02:

- (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.

## **ARTICLE 14 –(Cont'd)**

### **14.04 Designated Paid Holidays**

Clause 14.01 (granting of designated holidays) does not apply to an employee who is absent without pay on both the working day immediately preceding and the working day following the designated paid holiday, except in the case of an employee who is granted leave without pay under the provisions of Article 11 (Time Off for Representatives and Union Business), and in respect to whom the Union has certified that the employee was paid by the Union for Union business conducted on the working day immediately preceding and the working day immediately following the designated holiday.

14.05 Where a day that is a designated paid holiday for an employee falls within a period of leave with pay, the holiday shall not count as a day of leave.

14.06 At the request of the employee, and where operational requirements permit, an employee shall not be required to work both Christmas and New Year's Day.

### **14.07 Compensation for Work on a Holiday - Continuous Operation**

An employee who works in a continuous operation that does not shut down on holidays shall be compensated as follows:

- (a) When the holiday falls on a day he/she is not scheduled to work his/her regular wages for the day designated as the holiday; and
- (b) When he/she works on a holiday:
  - (i) The employee may choose his/her regular wages for the day designated as the holiday or another day off at a mutually agreeable time in lieu of his/her regular wages for the holiday; and
  - (ii) Time and one half (1 ½) for the first four (4) hours of work on the holiday and double time (2T) thereafter.

### **14.08 Designated Paid Holiday – Not in a Continuous Operation**

(a) An employee who is required to work on a designated paid holiday shall be compensated for hours worked at the rate of time and one-half (1 1/2T) for the first four (4) hours and double time (2T) thereafter. This is in addition to the holiday pay provided in Clause 14.01 (a).

(b) An employee who is required to work on a designated paid holiday following a day of rest on which he/she also worked and received overtime shall be compensated for hours worked at the rate of double time (2T) for all time worked. This is in addition to the holiday pay provided for in Clause 14.01(a).

## **ARTICLE 15 SPECIAL LEAVE**

- 15.01 (a) An employee, other than an employee who is on retiring leave, shall be credited with forty five (45) hours, (six (6) days) special leave credits upon commencement of his/her first year of service and upon commencement of each continuous year of service thereafter up to a maximum of two hundred and twenty five (225) hours (thirty (30) days).
- (b) Notwithstanding the above, a multiple of less than forty-five (45) hours (six (6) days) may be credited to an employee where such lesser multiple will be necessary to either bring to the maximum or maintain the maximum credit of two hundred and twenty five (225) hours (thirty (30) days).
- 15.02 (a) **Bereavement Leave:**
- (i) The Employer shall grant an employee special leave with pay for a period of up to thirty (30) hours (four (4) working days), where there is a death in the immediate family, for the purposes set out in Clause (a) (ii) (B) below, or alternatively, the Employer will grant thirty (30) hours (four (4) working days) special leave where the death of a member of the immediate family is imminent, provided such leave is in lieu of bereavement leave at a later date with respect to the same member of the immediate family. The Employer may request a physician's statement to verify a very serious illness in the employee's immediate family.
- (ii) The thirty (30) hours (four (4) working days) special leave granted under Clause 15.02 (a)(i) above may be taken by the employee at one of the following times:
- (A) Immediately following the date of death; or
- (B) Within a period of thirteen (13) months from the date of death for the purpose of attending a religious or traditional ceremony or event related to the death.
- (iii) In regard to Clause (a) (ii) (B) above, the employee shall be entitled to utilize the total of the thirty (30) hours (four (4) working days) special leave over two (2) separate periods within the thirteen (13) month period. However, the additional special leave for travel purposes which may be granted pursuant to Clause (iv) below may only be taken in conjunction with one of the two separate periods.
- (iv) In addition, an employee may be granted up to (twenty-two and one-half (22 ½) hours (three (3) working days) special leave to travel in relationship to special leave granted in (i).
- (v) Immediate family for the purpose of bereavement leave is defined as mother, father, sister, brother (or alternately step-father, step-mother, or foster parent), spouse, son, daughter, step-child, grandparent, grandchild or ward of the employee, mother-in-law, father-in-law, and any relative permanently residing in the employee's household or with whom the employee permanently resides.

## **ARTICLE 15 - (cont')**

- (vi) An employee is entitled to special leave with pay, up to a maximum of seven and one-half (7 ½) hours (one (1) working day) in the event of the death of the employee's son-in-law, daughter-in-law, brother-in-law, and sister-in-law, for the purpose related to the death.
- (vii) At the discretion of the Employer, where death appears imminent, an employee may be granted paid leave beyond the maximum specified in (i) above, provided he/she has unused special leave credits sufficient for the leave granted. Subject to operational requirements, such requests will not be unreasonably withheld.
- (viii) A maximum of seven and one-half (7.5) hours of pay per day of paid absence will be provided.

### **(b) Illness:**

- (i) Where an employee is required to care for his/her sick dependents or a sick person permanently residing in his/her place of residence, **or the employee's sick mother or father,** the Employer shall grant special leave with pay up to a maximum of thirty seven and one half (37 ½) consecutive working hours (five (5) days). Special leave shall be granted within the context of the sub-clause for an employee who is required to care for his spouse.
- (ii) Pursuant to (b) (i) above, the Employer may, when he/she has reasonable cause to believe there is an abuse, request a report from a qualified medical practitioner, to validate the illness of the applicable person referred to in Clause (b) (i) above provided the request is made prior to the employee's return to work.
- (iii) Where a qualified physician or specialist certifies that an employee's child up to and including the age of eleven (11), or a child that is wholly dependent on the employee for support by reason of mental or physical infirmity cannot attend day-care or school in order to avoid the potential of being exposed to an infectious disease, the Employer shall grant special leave with pay up to a maximum of thirty seven and one half (37 ½) consecutive hours (five (5) consecutive working days) to allow the employee to make alternate arrangements for the care of his/her child.
- (iv) Where an employee's dependents require assistance to travel to a facility outside the Yukon to seek emergency medical or dental treatment, and if it is not possible for the employee's dependents to seek treatment or an appointment in Whitehorse, the employee may be granted special leave up to a maximum of fifteen (15) hours (two (2) days) for travel purposes.
- (v) Where medical or dental treatment cannot be scheduled on consecutive days under Clauses 15.02 (b)(iv) or 15.02 (d)(ii), the employee may utilize special leave to cover intervening work days. The Employer may request medical certification.

## **ARTICLE 15 - (cont')**

- (vi) At the discretion of the Employer, where death appears imminent, an employee may be granted paid leave beyond the maximum specified in (i) above, provided he/she has unused special leave credits sufficient for the leave granted. Subject to operational requirements, such requests will not be unreasonably withheld.

### **(c) Marriage Leave**

After the completion of one year's continuous employment with the Employer, an employee who gives the Employer at least five (5) days notice, shall be granted leave with pay up to thirty seven and one half (37 ½) consecutive working hours ( 5 consecutive working days) on the occasion of the marriage of the employee. Such leave must be applied for within three (3) months of the date of the marriage.

### **(d) Other Leave**

#### **Special leave with pay shall be granted:**

- (i) For medical, dental, optometrist and chiropractic appointments for the employee or a dependent who is incapable of attending such appointment unaccompanied, and which cannot be arranged outside the employee's working hours, for periods of up to a maximum of three and three quarter (3 ¾) hours (1/2 day).
  - (ii) Where an employee is required to travel outside of Whitehorse for a medical, dental, optometrist or chiropractor appointment, when it is not possible for the employee to seek treatment or an appointment in Whitehorse area or when the employee is referred to a medical facility outside of Whitehorse, the employee may be granted special leave up to a maximum of thirty seven and one half (37 ½) working hours (five (5) working days).
  - (iii) An employee on the occasion of the birth of his/her child up to a maximum of seven and one half (7 ½) hours (one (1) day) the seven and one-half (7 ½) hours (one (1) day) may be taken within thirty (30) days of the birth of the child.
  - (iv) To non-apprentice employees writing Journeyman Certificate Examinations related to the classification of their position, for periods up to a maximum of fifteen (15) hours (two (2) days) every two (2) years.
  - (v) To an employee at anytime, at the employee's option, up to twenty two and one half (22 ½) consecutive working hours (three (3) consecutive working days) to be taken within thirty (30) days of the adoption.
  - (vi) The employee shall provide necessary proof of the need for or the utilization of leave in Clauses 15.02 (d) (i), (ii), (iii) (iv), or (v) above, at the request of the Employer.
- (e) At the discretion of the Employer, special leave with pay may be granted when circumstances not directly attributable to the employee prevent his/her reporting for duty.

**ARTICLE 15 - (cont')**

- 15.03 Where an employee has insufficient credits to permit the granting of special leave within the meaning of this Article, leave up to a maximum of thirty seven and one half (37 ½) hours (five (5) days), may, at the discretion of the Employer, be granted, subject to the deduction of such advance leave from any special leave credits subsequently earned.
- 15.04 An employee is not eligible for special leave with pay for any period during which he/she is on retiring leave, on leave of absence without pay, or under suspension.
- 15.05 (a) When the employment of an employee who has been granted more sick, vacation or special leave with pay than he/she has earned is terminated by death, the employee is considered to have earned the amount of leave with pay granted to him/her.
- (b) (i) When the employment of an employee who has been granted more sick or special leave with pay than he/she has earned is terminated by lay-off, or for disability the Employer will not recover such sick leave or special leave advanced but not earned from the employee.
- (ii) If an employee terminated under Clause 15.05 (b) (i) above is subsequently re-employed and his/her service is considered continuous, sick or special leave advanced but not earned prior to lay-off or termination for disability shall be deducted from any sick or special leave credits subsequently earned.
- 15.06 An employee on leave without pay related to Sick, Long Term Disability, or under Workers' Compensation shall continue as an employee of the Employer on leave status. After two years on leave there shall be no guarantee of return to the position held by that employee prior to the commencement of the leave. If the position has been filled by the Employer, the employee (upon his/her return to work) will be offered the first available position at an equivalent level for which the employee is qualified.

## **ARTICLE 16 SICK LEAVE**

### **16.01 Sick Leave Credits**

- (a) An employee other than an employee on pre-retiring leave shall earn sick leave credits at the rate of nine point three seven five (9.375) hours (one and one quarter (1 ¼) days) for each calendar month for which he/she received at least ten (10) day's pay.
- (b) All unused sick leave credits shall be carried over from one year to the next and shall be accumulated indefinitely.

### **16.02 Granting of Sick Leave**

- (a) Subject to the provisions of this Article, an employee who is unable to perform his/her duties because of illness, injury, or quarantine may be granted sick leave with pay up to the maximum of accumulated, unused sick leave credits, and with the approval of the Employer, an advance of sick leave up to one hundred and twelve and one-half (112 ½) hours (fifteen (15) days).
- (b) Subject to Clause 15.05, in determining the eligibility of an employee for an advance of sick leave, the Employer shall take into account the length of service of the employee, the employment record of the employee, and the capacity of the Employer to secure reimbursement if the advance is not liquidated by future sick leave credits.
- (c) An advance of sick leave credits shall be repaid by deduction from future sick leave earnings, or where the employee's service is terminated before the advance is repaid, by a deduction from compensation otherwise owed to the employee.
- (d) An employee shall be granted sick leave provided that:
  - (i) He/she satisfied the Employer as to his/her entitlement in the manner prescribed below; and
  - (ii) Where the leave is paid leave, he/she has the necessary sick leave credits, or an advance of sick leave credits has been approved by the Employer.
- (e) Pursuant to (d) above, the Employer may require an employee to provide evidence as to the nature of his/her illness or injury, or that he/she is or has been in quarantine:
  - (i) By presentation of a medical certificate indicating that, in the judgement of the attending physician, the employee was or is incapable of performing his/her duties; or
  - (ii) By the completion of an affidavit signed by the employee stating that because of illness or injury, he/she is unable to perform his/her duties. The Employer has the right to request a medical certificate where the Employer has reasonable cause to believe the employee is abusing the trust inherent in this affidavit system, provided the request is made prior to the employee's return to work; but such evidence of incapacity may be required only after the employee has been granted thirty-seven and one-half (37 ½) hours (five (5) days) paid sick leave in the fiscal year for which the leave is applied.

**ARTICLE 16- (cont.)**

- (f) An employee will ordinarily be deemed to have satisfied the requirements of (e) (i) or (ii) if he/she provides either of the documents described above. However, in circumstances where the Employer is not satisfied that the employee is, or was incapable of performing his/her duties, the Employer may, at the Employer's expense, require the employee to attend a physician of the Employer's choice for a medical examination and the Employer shall be bound by the advice of this physician as to the ability or inability of the employee to perform his/her duties.
  - (g) The Employer may require an employee to provide a medical certificate from a qualified practitioner of the employee's choice certifying that the employee is able to resume his/her duties when the reason for the absence was an injury or a contagious disease.
- 16.03 An employee is not eligible for sick leave with pay for any period during which the employee is on pre-retiring leave, on leave of absence without pay, or under suspension.
- 16.04 (a) An employee who retires from the Employer and who is entitled to an immediate annuity or is entitled to an immediate annual allowance, under the Yukon Hospital Corporation Employees' Pension Plan, may convert up to a maximum of thirty-three and one third percent (33 1/3%) of his/her total earned but unused sick leave credits, to a maximum of four-hundred and fifty (450) hours (sixty (60) days), to a paid pre-retirement leave. Such pre-retirement leave shall be taken during the period immediately prior to the employee's effective date of retirement. At the request of the employee, the provisions of (b) below shall apply to a retiring employee, in lieu of pre-retirement leave.
- (b) An employee who has been continuously employed for a period in excess of five (5) years, whose employment is terminated for any reason except a disciplinary discharge, may convert up to a maximum of thirty-three and one third percent (33 1/3%) of his/her total earned but unused sick leave credits to a maximum of four-hundred and fifty (450) hours (sixty (60) days), to a cash payout based on the employee's daily rate of pay at termination.
  - (c) For purposes of Clause 16.04, "earned sick leave" shall be interpreted as including only sick leave earned while the employee is employed by the Employer.
  - (d) An employee who terminates his/her employment more than once shall be limited, in his/her entitlement under this Article, to a maximum of four-hundred and fifty (450) hours (sixty (60) days) in total.
- 16.05 (a) Where a person appointed to a position with the Employer is employed elsewhere at the time of the appointment, or who ceased employment elsewhere within a ninety (90) consecutive day period prior to the appointment, with an employer who has entered into a reciprocal agreement with the Yukon Hospital Corporation Employees' Pension Plan, the following sub-sections apply:
- (i) The Employer shall accept the transfer of sick leave credits on appointment from outside the Employer, provided that a certified statement is provided by the appointee's former employer, indicating that a similar benefit accrued and remained unused and unpaid at the time of the separation from that employment, and

**ARTICLE 16- (cont.)**

- (ii) The maximum sick leave credits which may be transferred is four-hundred and eighty-seven and one-half (487 ½) hours.
- (b) In relation to the object of providing appointees who have transferable benefits with a maximum of four-hundred and eighty-seven and one-half (487 ½) hours sick leave from the date of appointment, the transferred and accrued leave shall be administered as follows:
  - (i) Transferred leave shall be depleted by one (1) hour for each hour of sick leave earned in employment with the Employer.
  - (ii) Transferred leave shall be used only when accrued leave is not available.
  - (iii) Transferred leave, once used, shall not be re-credited.
  - (iv) No advanced sick leave shall be granted until all accrued and transferred sick leave is used.
- (c) Persons re-appointed to a position with the Employer within five (5) years of separation shall be re-credited with unexpended sick leave entitlements to a maximum of four hundred and eighty seven and one-half (487 ½) hours (sixty-five (65) days), accrued, unused and unpaid at the time of separation.

## **ARTICLE 17 MATERNITY AND PARENTAL LEAVE**

17.01 An employee who becomes pregnant and intends to request maternity leave or an employee who intends to request parental leave may apply for such leave in accordance with either Plan A or Plan B.

### **PLAN A**

17.02 In order to qualify for Plan A, a pregnant employee, adopting employee, or natural father employee must:

- (a) Provide the Employer with a certificate of a qualified medical practitioner certifying that she is pregnant and specifying the estimated date of delivery or in the case of adoption, notify the Employer on approval of the adoption application; and
- (b) Submit to the Employer an application for leave at least four (4) weeks prior to the commencement of the leave during which the birth is anticipated or in the case of adoption prior to the acceptance of custody of a child below the age of majority.

17.03 (a) An employee who qualifies is entitled to and shall be granted maternity or parental leave without pay consisting of:

- (i) A period not exceeding fifty-two (52) consecutive weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Clause 17.02 (a) or in the case of adoption from the date of acceptance of custody; or
  - (ii) A period of fifty-two (52) consecutive weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Clause 17.02 (a) and the actual date of delivery, if delivery is later.
- (b) The Employer may vary the length of maternity leave on certification by the attending physician, that the employee is not capable of resuming her work at the scheduled time.
  - (c) The Employer may require an employee to submit a medical certificate certifying she is fit to continue to work when the employee opts to continue to work beyond eight (8) weeks' prior to the anticipated delivery date.
  - (d) An adopting employee or natural father may commence leave at a later date than provided for in Clause 17.03 (a) (i) as requested by the employee; however the leave is to end not later than fifty-two (52) weeks after acceptance of custody of the child, or birth of a child in the case of a natural father.

17.04 An employee who has been granted maternity or parental leave shall be permitted to apply up to a maximum of seventy-five (75) hours (ten (10) days) of her/his accumulated sick leave against the Employment Insurance waiting period.

## **ARTICLE 17 - (cont'd)**

### **PLAN B**

- 17.05 In order to qualify for Plan B a pregnant employee, adopting employee, or natural father employee must:
- (a) Have completed twelve (12) continuous months of employment with the Employer;
  - (b) Meet the same requirements identified in Clause 17.02; and
  - (c) Provide the Employer with proof that she/he has applied for and is eligible to receive maternity or parental benefits under the Employment Insurance Act, as amended 1996 (Section 22 & 23).
- 17.06 (a) An applicant for maternity, or parental leave under Plan B must sign an agreement with the Employer providing that:
- (i) She/he will return to work and remain in the employ of the Employer for at least six (6) months following her/his return to work based on his/her hours of work immediately prior to the commencement of the leave;
  - (ii) She/he will return to work on the date of the expiry of her/his maternity, or parental leave unless an amended date has been agreed to; and
  - (iii) Should she/he fail to return to work as provided above, she/he is indebted to the Employer for the full amount of pay received from the Employer as a maternity, or parental allowance during her/his entire period of maternity or parental leave.
- (b) Notwithstanding Clause 17.06 (a) at the employee's request, the Employer may authorize an employee who has received maternity or parental leave under Plan B to return to work on a prorated basis for a period of twelve (12) months, subject to operational requirements.
- 17.07 An employee who qualifies is entitled to maternity or parental leave consisting of:
- (a) A period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Clause 17.02 (a);
  - (b) A period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Clause 17.02 (a) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate.
- 17.08 (a) During the period of maternity or parental leave, an employee who qualifies is entitled to a maternity or parental leave allowance in accordance with the Supplementary Unemployment Benefit (SUB) plan as follows:
- (i) For the first two (2) weeks an employee shall receive ninety three percent (93%) of her/his bi-weekly rate of pay in effect at the commencement of the leave less any other monies earned for that period; and

## **ARTICLE 17 - (cont'd)**

- (ii) For up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the Employment Insurance benefits payable at the actual time of the maternity or parental leave that the employee receives and ninety three percent (93%) of her/his bi-weekly rate of pay in effect at the commencement of the leave less any other monies earned for that period.
  - (b) Where an employee becomes eligible for a pay increment or an economic adjustment during the benefit period, payments made under Clause 17.08 shall be adjusted accordingly.
- 17.09 Subject to the provisions of the Employment Insurance Benefit Regulations, should the mother die or become incapacitated and unable to attend to the newborn, the father shall become eligible for Maternity Plan B benefits.

### **GENERAL PLAN A or B**

- 17.10 (a) An employee who has proceeded on maternity or parental leave must notify the Employer in writing at least four (4) weeks prior to the expected date of return to work.
- (b) Failure to provide the notice as required in Clause 17.10 (a) may result in a delayed return to work date.
  - (c) The Employer may, upon receipt of a certificate of a qualified medical practitioner indicating an employee on maternity leave is in ill health, extend the period for up to a further fifty-two (52) weeks.
  - (d) If at the end of the agreed upon period of leave the employee is unable to return to duty because of ill health, the employee shall after providing the Employer with a medical certificate certifying that she is in ill health qualify for her sick leave provisions.
- 17.11 (a) An employee returning from maternity or parental leave shall be reassigned to the same position she/he occupied prior to the leave, provided they return within one (1) year. If the period of such leave extends beyond a year the employee will be assigned to the first available position in the bargaining unit for which she/he is qualified, that is agreeable to the employee, upon her/his proposed return to work. In the event there is no mutual agreement the employee will continue on her/his leave of absence.
- (b) (i) In the case of an incomplete pregnancy, death of the child or other special situations, an employee may return to duty earlier than provided for in the agreed upon leave.
  - (ii) The employee intending to make an early return to duty will submit a written application and a medical certificate to the Human Resources Department providing four (4) weeks notice of such return to duty.
  - (ii) Failure to provide the notice as required in Clause 17.11 (b)(ii) may result in a delayed return to work date.

## **ARTICLE 17 - (cont'd)**

- (c) An employee may elect to use earned vacation and/or compensatory leave credits prior to and subsequent to, use of unpaid maternity leave but total leave shall not exceed the leave granted in accordance with this Article.
- (d) An employee who has not commenced maternity leave without pay may apply for sick leave up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article 16 (Sick Leave). For purposes of this Article, illness or injury as defined in Article 16 shall include medical disability related to pregnancy.
- (e) During the period of maternity or parental leave, benefits will not accrue. However, the period of maternity or parental leave will count as continuous service for the purpose of calculating vacation leave accruals and severance pay. Time spent on such leave shall be counted for pay increment purposes.

### **17.12 Parental Leave**

On the birth, or adoption of a child, the mother/father may apply for and shall be granted a maximum of twenty two and one-half (22 ½) paid leave hours (three (3) special leave days) with pay to be used as a parental leave providing they have not been granted leave under Plan A or Plan B.

- 17.13 In cases where both parents are employees, leave under this Article is limited to one or the other of the parents, but not both. In the alternative, the parents may share the leave in which case the sum of their leaves shall not exceed the total allowable leave period for one (1) employee, and they cannot both be absent at the same time.

## **ARTICLE 18 OTHER LEAVE WITH OR WITHOUT PAY**

### **18.01 Child Care Leave Without Pay**

Subject to operational requirements, an employee who has completed one (1) year of continuous service shall be granted leave without pay for the personal care and nurturing of the employee's pre-school age children in accordance with the following conditions:

- (a) An employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless because of an urgent or unforeseeable circumstance such notice cannot be given;
- (b) Leave granted under this Clause shall be for a minimum period of six (6) weeks;
- (c) The total leave granted under this Clause shall not exceed five (5) years during an employee's total period of employment with the Employer;
- (d) Leave granted under this Clause for a period of more than three (3) months shall be deducted from the calculation of "continuous employment" for the purposes of calculating severance pay and from the calculation of "service" for the purposes of calculating vacation leave;
- (e) Time spent on such leave shall not be counted for pay increment purposes; and
- (f) An employee who returns from such leave within the period of one (1) year shall return to his/her same position. If the leave extends beyond a year, the employee will be assigned to the first mutually agreeable available position for which he/she is qualified.

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

Leave without pay will be granted for personal needs in the following manner:

- (a) Subject to operational requirements, leave without pay for a period of up to three (3) months will be granted to an employee for personal needs;
- (b) Subject to operational requirements, leave without pay for more than three (3) months but not exceeding one (1) year will be granted to an employee for personal needs;
- (c) An employee who takes leave without pay for personal needs under either of (a) and (b) above is not eligible again for the same category of leave until he/she has completed another ten (10) years of continuous service following the date of his/her return from the prior personal needs leave. Leave without pay granted under this Clause may not be used in combination with maternity, parental or adoption leave without the consent of the Employer;
- (d) Leave without pay granted under (a) of this Clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall not be counted for pay increment purposes;

## **ARTICLE 18 - (cont'd)**

- (e) Leave without pay granted under (b) of this Clause shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave for the employee involved. Time spent on such leave shall not be counted for pay increment purposes.

### **18.03 Court Leave**

- (a) Leave of absence with pay shall be given to every employee, other than an employee on suspension, on pre-retirement leave pursuant to Clause 16.04 or on leave of absence without pay who is required other than in the performance of the duties of his/her position:
    - (i) To serve on a jury; or
    - (ii) To attend as a witness by subpoena, summons or order of a court in any proceeding held:
      - (A) In or under the authority of a court of justice or before a grand jury;
      - (B) Before a court, judge, justice, magistrate or coroner;
      - (C) 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 his/her position;
      - (D) Before a Legislature or any committee thereof that is authorized by law to compel the attendance of witnesses before it;
      - (E) Before an Adjudicator 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;
- provided that, should such duty in a jury or as a witness so permit, the employee shall return immediately to work when he/she can do so in time to complete at least one-half (½) day's work.
- (b) Where an employee is subpoenaed to attend as a witness in any proceeding held before a court during off-duty hours, as a result of the performance of his/her duties or to testify before an Administrative Inquiry Board, during his/her off-duty hours, he/she shall be entitled to the greater of:
    - (i) Overtime compensation at the rate of time and one-half (1 ½ T) for the first four (4) hours and double time (2 T) thereafter; or
    - (ii) Compensation equivalent to four (4) hours pay at the straight-time rate.

## **ARTICLE 18 - (cont'd)**

- (c) (i) An employee who is required to attend a proceeding pursuant to Clause 18.03 (a) or (b) and who has been scheduled to work the night shift immediately before or immediately after the day shift on the day of the proceeding, shall have his/her scheduled shift changed to the day shift. In such circumstances, the employee shall then be granted a leave of absence from the day shift on the day of the proceeding.
- (ii) Whether the employee will be granted a leave without pay or with pay for the employee's scheduled regular hours of work under Clause (i) above will depend on what type of leave was granted to the employee pursuant to the applicable Article.
- (iii) An employee who attends a proceeding pursuant to Clause (i) above at which he/she is required to spend less than four (4) hours shall report to work for the remainder of the day shift.
- (d) A scheduled shift which is changed pursuant to Clause (c) (i) above shall not attract any extra pay as a result of insufficient notice of shift change.
- (e) An employee, whose scheduled shift is to be changed pursuant to Clause (c) (i) above, shall provide his/her immediate supervisor with as much advance notice as possible of the day(s) he/she will be required to attend at the proceeding, with a minimum advance notice of forty-eight (48) hours.
- (f) An employee who is required to attend a proceeding pursuant to Clause 18.03 (b), and whose scheduled shift was changed pursuant to Clause (c)(i) above, shall be entitled to receive compensation at the applicable overtime rate only for those hours he/she is required to attend at the proceeding which are in excess of his/her regular scheduled hours of work on the day shift on the day of the proceeding.

### **18.04 Injury-On-Duty Leave**

- (a) An employee shall be granted injury-on-duty leave with pay where it is determined by the Yukon Workers' Compensation Health & Safety Board that he/she is unable to perform his/her duties because of:
  - (i) Personal injury accidentally received in the performance of his/her duties and not caused by the employee's willful misconduct;
  - (ii) Sickness resulting from the nature of his/her employment;
  - (iii) Over exposure to radioactivity or other hazardous conditions in the course of his/her employment;

if the employee agrees to pay the Employer any amount received by him/her for loss of wages in settlement of any claim he/she may have in respect of such injury, illness or exposure.

- (b) When an employee has been 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

**ARTICLE 18 - (cont'd)**

the employee's sick leave record, that the employee was not granted sick leave.

- (c) When an employee has been granted injury-on-duty leave with pay, in accordance with Clause 18.04 (a), the employee shall earn sick, special, vacation, and any other applicable credits in accordance with this Agreement.
- (d) An employee who has been in receipt of injury-on-duty leave may request a letter from Yukon Workers' Compensation Health & Safety Board to verify his/her claim, if required for taxation purposes.

**18.05 Vacation Leave**

- (a) An employee is entitled to take vacation leave with pay, provided the employee has earned vacation leave credits in accordance with Clause 18.06 and subject to Clause 18.10.
- (b) An employee with one or more years of service shall have his/her anticipated yearly vacation leave credits advanced April 1 of each year. The parties agree that should an employee take unearned vacation and not return to the employment of the Employer or return but not long enough to earn the already taken vacation, the Employer has the right to recover the monies from any monies owing the employee.

18.06 An employee who has received pay for at least ten (10) days in a calendar month shall earn vacation leave credits for that month at the following rates:

<u>Years of Continuous Service</u>	<u>Monthly Accrual Rate</u>
In the first and subsequent	12.5025 hours (1 2/3 days)
In the fourth and subsequent	15.6249 hours (2 1/12 days)
In the fifteenth and subsequent	18.7500 hours (2 1/2 days)
In the twenty-sixth and subsequent	21.8747 hours (2 11/12 days)

**18.07 Long Service Vacation Leave Benefits**

- (a) On the date an employee completes the qualifying period of continuous service with the Employer as set out below, he/she shall be entitled to thirty-seven and one-half (37 1/2) hours (five (5) days) of additional vacation leave in the period prior to the next qualifying period.
- (b) An employee who has qualified for a long service vacation leave benefit and has not taken the leave before reaching the next qualifying period shall be paid out for any long service leave earned but not taken at that time.
- (c) Qualifying Periods of Continuous Service:
  - (i) Completion of five (5) but less than ten (10) years of continuous service;
  - (ii) Completion of ten (10) but less than fifteen (15) years of continuous service;
  - (iii) Completion of fifteen (15) but less than twenty (20) years of continuous service;

**ARTICLE 18 - (cont'd)**

- (iv) Completion of twenty (20) but less than twenty-five (25) years of continuous service;
- (v) Completion of twenty-five (25) but less than thirty (30) years of continuous service; or
- (vi) Completion of thirty (30) but less than thirty-five (35) years of continuous service.

18.08 Where, in respect of any period of vacation leave, an employee:

- (a) Is granted bereavement leave;
- (b) Is granted sick leave; or
- (c) Is granted special leave under Clause 15.02 (b);

the period of vacation leave 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.

- 18.09 (a) Where, in any calendar year, an employee has not been granted all of the vacation leave credited to him/her, the unused portion of his/her vacation leave shall be carried over into the following year.
- (b) Vacation leave may be accumulated up to a maximum of two (2) years and that portion of vacation leave credits not liquidated by December 1<sup>st</sup> of the third year shall be paid off in cash by the pay day immediately preceding Christmas of that year.
- 18.10 (a) The Employer shall make every reasonable effort to grant to an employee the period of vacation leave requested by him/her provided the employee has completed the appropriate vacation leave application form and submitted it to the Employer.
- (b) The Employer will reply to an employee's written authorized vacation leave request in (a) above, as soon as practicable with respect to the approval or disapproval of the request for vacation leave, and in any event, within three (3) weeks of the date of receiving the employee's written request. Where the Employer alters or disapproves the vacation leave request, the Employer shall give reasons in writing for such alteration or disapproval if requested in writing by the employee.
- (c) An employee whose period of vacation leave has been authorized, but due to operational requirements is subsequently denied, shall be reimbursed for non-refundable deposits forfeited as a result.

**ARTICLE 18 - (cont'd)**

- 18.11 (a) On termination, an employee or his/her estate shall be paid cash for any vacation leave credits outstanding.
- (b) At the employee's request, he/she shall be granted vacation leave earned but not used by him/her before his/her employment is terminated by lay-off, if the period of leave will permit him/her to meet the minimum requirements for severance pay.
- 18.12 (a) When, during a period of vacation leave, an employee is recalled to duty, he/she shall be reimbursed for reasonable expenses incurred as normally defined by the Employer in the Travel Policy, in proceeding to his/her place of duty. In addition the employee shall be reimbursed for any non-refundable deposits forfeited as a result of recall. If he/she immediately resumes vacation upon completing the assignment for which he/she was recalled, he/she shall be reimbursed for expenses incurred on the return trip.
- (b) The employee shall not be considered as being on vacation leave during any period in respect of which he/she is entitled under Clause 18.12 (a) to be reimbursed for reasonable expenses incurred by him/her.
- (c) Where an employee on vacation leave outside of Whitehorse is recalled to duty, the employee will be entitled to one (1) extra day of vacation leave.

## **ARTICLE 19 EDUCATION LEAVE WITHOUT PAY AND CAREER DEVELOPMENT LEAVE**

### **19.01 General**

The parties recognize that in order to maintain and enhance professional expertise, employees, from time to time, need to have an opportunity to attend or participate in career development activities described in this Article.

### **19.02 Education Leave**

- (a) An employee may be granted education leave without pay for varying periods up to one (1) year, which can be renewed by mutual agreement, to attend a recognized institution for additional or special studies in some field of education in which special preparation is needed to enable him/her to fill his/her 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.
- (b) An employee on Education Leave without pay under this Clause may receive an allowance in lieu of salary varying from fifty percent (50%) to one hundred percent (100%) of basic salary. The percentage of the allowance is at the discretion of the Employer. 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.
- (c) To the extent that funding is available for education related financial assistance, it will be distributed amongst eligible applicants from the two (2) bargaining units within the hospital, based on guidelines developed by a tripartite Education Committee made up of two (2) representatives from each party, (PIPSC, PSAC, and the Employer). Funding available for this purpose may be limited by budgetary constraints. As changes in the level of funding available for these purposes occur, details will be provided to the Education Committee.
- (d) Allowances already being received by the employee may, at the discretion of the Employer, be continued during the period of the Education leave. The employees shall be notified when the leave is approved whether such allowances are to be continued in whole or in part.
- (e) As a condition to the granting of Education leave, 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, except with the permission of the Employer:
  - (i) Fails to complete the course;
  - (ii) Does not resume employment with the Employer on completion of the course; or
  - (iii) Ceases to be employed, except by reason of death or lay-off, before termination of the period he/she has undertaken to serve after completion of the course,

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

## **ARTICLE 19 - (cont'd)**

### **19.03 Attendance at Conferences, Conventions, Symposia & Workshops**

- (a) The parties to this Collective Agreement recognize that attendance or participation at conferences, conventions, including symposia, workshops and other gatherings of a similar nature contributes to the maintenance of high professional standards.
- (b) In order to benefit from an exchange of knowledge and experience, an employee shall have the opportunity on occasion to attend conferences, conventions and courses which are related to his/her field of specialization, subject to budgetary and operational constraints.
- (c) The Employer may grant leave with pay and reasonable expenses including registration fees to attend such gatherings, subject to budgetary and operational constraints.
- (d) An employee who attends a conference or convention at the request of the Employer to represent the interests of the Employer shall be deemed to be on duty and, as required, in travel status. The Employer shall pay the registration fees of the convention or conference the employee is required to attend.
- (e) An employee invited to participate in a conference or convention in an official capacity, such as to present a formal address or to give a course related to his/her field of employment, may be granted leave with pay for this purpose and may, in addition, be reimbursed for his/her payment of convention or conference registration fees and reasonable travel expenses.
- (f) An employee shall not be entitled to any overtime or traveling time in respect of hours he/she is in attendance at or traveling to or from a conference, convention, course or other gathering under the provisions of this Clause, except as provided by Clause 19.03 (d).

### **19.04 Professional Development**

- (a) The parties to this Collective Agreement share a desire to improve professional standards by giving the employees the opportunity on occasion:
  - (i) To participate in workshops, short courses or similar out-service programs to keep up to date with knowledge and skills in their respective fields;
  - (ii) To conduct research or perform work related to their normal research programs in institutions or locations other than those of the Employer; and
  - (iii) To carry out research in the employee's field of specialization not specifically related to his/her assigned work projects when in the opinion of the Employer such research is needed to enable the employee to fill his/her present role more adequately.

## **ARTICLE 19 - (cont'd)**

- (b) Subject to the Employer's approval an employee shall receive leave with pay in order to participate in the activities described in Clause 19.04 (a).
- (c) An employee may apply at any time for professional development under this Clause, and the Employer may select an employee at any time for such professional development.
- (d) When an employee is selected by the Employer for professional development under this Clause the Employer will consult with the employee before determining the location and duration of the program of work or studies to be undertaken.
- (e) An employee selected for professional development under this Clause shall continue to receive his/her normal compensation including any increase for which he/she may become eligible. The employee shall not be entitled to any overtime or traveling time while on professional development under this Clause.
- (f) An employee on professional development under this Clause may be reimbursed for reasonable travel expenses and such other additional expenses as the Employer deems appropriate.

### **19.05 Selection Criteria**

- (a) Should the Employer establish selection criteria for granting leave under Clauses 19.02 through 19.04 for a specified group, a copy of these criteria will be provided to an employee who so requests and to the Union representative and Departmental Career Development Consultation Committee. The Employer, on request, will consult with the Union representative on the Committee with regard to the selection criteria.
- (b) All applications for leave under Clauses 19.02 through 19.04 will be reviewed by the Employer. A list of the names of the applicants to whom the Employer grants leave under Clauses 19.02 through 19.04 will be provided to the Union representative on the Departmental Career Development Consultation Committee.

### **19.06 Career Development Consultation Committee.**

- (a) The parties to this Collective Agreement acknowledge the mutual benefits to be derived from consultation on career development. To this effect the parties agree that such consultation will be held through the existing Joint Consultation Committee or through the creation of a Career Development Consultation Committee. A consultation committee as determined by the parties may be established.
- (b) The Consultation Committee shall be composed of mutually agreeable numbers of employees and Employer representatives who shall meet at mutually satisfactory times. Committee meetings shall normally be held on the Employer's premises during working hours.

**ARTICLE 19 - (cont'd)**

- (c) Employees forming the continuing membership of the Consultation Committee shall be protected against any loss of normal pay by reason of attendance at such meetings with management, including reasonable travel time where applicable.
- (d) The Employer recognizes the use of such committee for the purpose of providing information, discussing the application of policy, promoting understanding and reviewing problems.
- (e) It is understood that no commitment may be made by either party on a subject that is not within their authority or jurisdiction, nor shall any commitment made be construed as to alter, amend, add to or modify the terms of this Collective Agreement.

## **ARTICLE 20 SEVERANCE PAY**

### **20.01 Lay-off:**

An employee who has one (1) year or more of continuous employment and who is laid off is entitled to be paid severance pay at the time of lay-off.

20.02 In the case of an employee who is laid off for the first time following the signing of this Collective Agreement, the amount of severance pay shall be two (2) weeks' pay for the first and one (1) weeks' pay for each succeeding complete year of employment, but the total amount of severance pay which may be paid under this Clause shall not exceed thirty (30) weeks' pay.

20.03 In the case of an employee who is laid off for a second or subsequent time following the signing of this Collective Agreement, the amount of severance pay shall be one (1) week's pay for each completed year of continuous employment, less any period in respect of which he/she was granted severance pay, but the total amount of severance pay which may be paid under this Clause shall not exceed twenty-nine (29) weeks' pay.

20.04 In no case shall the total amount of severance pay exceed thirty (30) weeks' pay, regardless of the number of times an employee is laid off.

### **20.05 Resignation**

Subject to Clause 20.06, an employee who has seven (7) or more years of continuous employment is entitled to be paid on resignation from the Employer severance pay equal to the amount obtained by multiplying one-half ( $\frac{1}{2}$ ) of his/her weekly rate of pay on resignation by the number of completed years of his/her continuous employment to a maximum of twenty-eight (28) weeks, less any period in respect of which he/she was granted severance pay. The severance pay calculation for employees who transferred from the Federal Government on October 1, 1993 will be calculated from that date forward only. Employees hired after September 1<sup>st</sup>, 1997 are not eligible for severance pay on resignation.

### **20.06 Retirement**

On termination of employment except for termination for just cause, an employee who is entitled to an immediate annuity or an employee who is entitled to an immediate annual allowance under the pension plan shall be paid severance pay equal to the product obtained by multiplying his/her weekly rate of pay on termination of employment by the number of completed years of continuous employment less any period in respect of which he/she was granted severance pay.

### **20.07 Release for Incapacity**

When an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of release for incapacity, one (1) weeks' pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.

## **ARTICLE 21 HOURS OF WORK**

21.01 Subject only to the specific qualifications and conditions in this Agreement, the Employer has the right to establish the hours of operation and work schedules which are required to meet the operational requirements of the hospital.

21.02 This Article provides for the hours of work for full-time employees.

### **21.03 Day Work**

The work week shall be thirty-seven and one-half (37 ½) hours exclusive of lunch periods, comprising five (5) days of seven and one-half (7 ½) hours each, Monday through Friday. The work day shall be scheduled to fall between the hours of 6:00 a.m. and 6:00 p.m., unless otherwise agreed.

### **21.04 Shift Work**

- (a) Hours of work shall be scheduled so that employees work:
  - (i) Seven and one-half (7 ½) hours per day and thirty-seven and one-half (37 ½) hours per week, exclusive of meal periods, averaged over the life of the shift schedule; or
  - (ii) Eleven (11) hours per day and thirty-seven and one-half (37 ½) hours per week, exclusive of meal periods, averaged over the life of the shift schedule; or
  - (iii) Other variations of shifts with hours over those in (i) and under those in (ii) exclusive of meal periods, averaged to thirty-seven and one-half (37 ½) hours per week over the life of the shift schedule.
- (b) Every reasonable effort shall be made by the Employer:
  - (i) (Applies to Clause 21.04 (a) (i) above only) not to schedule the commencement of a shift within sixteen (16) hours of the completion of the employee's previous shift;
  - (ii) To avoid excessive fluctuations in hours of work;
  - (iii) To consider the wishes of the majority of employees concerned in the arrangement of shifts within a shift schedule;
  - (iv) To arrange shifts over a period of time for a minimum of fifty-six (56) days and to post schedules at least fourteen (14) days in advance of the starting date of the new schedule;
  - (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;

## **ARTICLE 21 - (cont'd)**

- (vi) To provide employees with every second weekend (Saturday and Sunday) off duty, and in any event will provide a minimum of three (3) weekends off duty in each consecutive eight (8) weeks. This provision will not apply where a part-time employee has been specifically hired to work schedules which regularly include weekends;
  - (vii) To schedule shifts on a equitable basis amongst employees governed by the same schedule, unless the majority of the affected employees agree otherwise.
- (c) The Employer shall make every reasonable effort to schedule one meal break of one-half ( $\frac{1}{2}$ ) hour during each shift of up to ten (10) hours, and two (2) such meal breaks for shifts over ten (10) hours and up to twelve (12) hours, which break(s) shall not constitute part of the work period. Such meal break(s) shall be scheduled as close as possible to the midpoint (equidistant) of the shift, unless an alternate arrangement is agreed to between the Employer and employee. If, on the direction of the Employer, the employee is required to remain on the premises during the meal break, then the employee shall be paid overtime at the rate of time and one half ( $1\frac{1}{2}$ ) for the time of the meal break.
- (d) Where an employee's scheduled shift does not commence and end on the same day, such shift shall be considered for all purposes to have been entirely worked:
- (i) On the day it commenced where half or more of the hours worked fall on that day; or
  - (ii) On the day it terminates where more than half of the hours worked fall on that day.

The first day of rest starts immediately after midnight on the employee's last scheduled shift. The second day of rest starts immediately after midnight on the employee's first day of rest, or immediately after midnight on an intervening designated paid holiday if days of rest are separated by such a holiday.

- (e) If an employee is given less than four (4) calendar days advance notice of a change in the employee's shift schedule, the employee will receive overtime rates of pay for work performed on the first shift changed. Subsequent shifts worked on the new schedule shall be paid for at straight time, provided that the employee will not be required to work more than an average of thirty-seven and one-half ( $37\frac{1}{2}$ ) hours per week, averaged over the life of the schedule. Any hours in excess of that average would be paid at overtime rates.

21.05 The following general provisions apply only to shifts:

- (a) The Employer agrees where certain changes in work schedules are required, and those changes would affect a majority of the employees governed by that schedule, such changes will be discussed with the appropriate representative of the Union. The changes to which this provision applies are:

## **ARTICLE 21 - (cont'd)**

- (i) Changes in a posted schedule before its expiry date; or
  - (ii) Changes in the pattern of working hours usually scheduled for the particular group of employees, as contemplated by Clause 21.04 (a).
- (b) Provided sufficient advance notice is given and with the approval of the Employer, employees may exchange days or hours of work if there is no increase in cost to the Employer.

21.06 The following general provision applies to day work and shifts:

- (a) Rest periods of fifteen (15) minutes each will be provided as follows:
- (i) One (1) for each work day of up to five (5) hours;
  - (ii) Two (2) for each work day of up to twelve (12) hours.
- (b) Split shifts will not be scheduled.

### **21.07 Cooperative Work Schedules**

- (a) Where practicable, within a work unit, the Employer will permit the work schedules to be developed as a cooperative effort between supervisors and the affected employees.
- (b) The cooperative work schedules may include regular, flexible or compressed work week periods.
- (c) The schedules must provide the coverage required by the Employer, and must be established within the provisions of this Article 21.
- (d) The cooperative work schedules, and subsequent changes made to them from time to time, will be approved by the Employer provided that such flexible arrangements do not result in reduction in the level and quality of coverage required by the Employer, a loss of productivity, or increases in costs, by comparison with schedules that would be set by the Employer.
- (e) In the event of any dispute about work schedules, the decision of the Employer will be final, subject to the rights of an employee, group of employees, or the Union, to file a grievance to challenge the Employer's decision.

### **21.08 Wash Up Time**

When necessary, employees shall be allowed a reasonable amount of time to clean up during their period of duty. Where an employee's uniform is soiled or contaminated during the course of performing his/her duties, he/she shall be provided with a change of clothing and sufficient time to change.

## **ARTICLE 22 OVERTIME**

- 22.01 (a) "Overtime" means for a full time regular and term employee, time worked in excess of, or outside of, their regular straight time work period.
- (b) "Straight time rate" means the employee's hourly rate of pay specified in this Agreement exclusive of any allowances.
- (c) "Hourly Rate of Pay" means the annual salary divided by 1956.6 hours.
- (d) "Time and one-half" means one and one-half times (1.5X) the straight time rate.
- (e) "Double Time" means twice (2X) the straight time rate.
- 22.02 (a) Subject to the operational requirements of the service, the Employer shall make every reasonable effort:
- (i) To allocate overtime work on an equitable basis among readily available, qualified employees; and
- (ii) To give employees who are required to work overtime reasonable advance notice of this requirement;
- but notwithstanding (i) and (ii) above, when there is an emergency, an employee may be required to work overtime on shorter notice than provided in Clause 22.02 (a) above.
- (b) An employee may refuse to work overtime for just cause, and may be required to state the refusal and the cause in writing.
- (c) Overtime will, in the usual course, be performed by the employees who are first responsible for the routine performance of the particular work tasks. Where practicable, and subject to operational requirements, the opportunity to work overtime will be offered equitably to other employees who are qualified to perform the work tasks to acceptable standards.
- (d) Where possible, the Employer will provide an employee with reasonable advance notice of the need for overtime work.
- (e) The Employer may prescribe and provide a form and procedures for the authorization and recording of overtime work.
- 22.03 (a) An employee who is required to work overtime shall be paid overtime compensation for each completed fifteen (15) minutes of overtime worked by him/her, subject to a minimum payment of fifteen (15) minutes, when:
- (i) The overtime work is either authorized or pre-authorized, as required by the Employer; and
- (ii) The employee does not control the duration of the overtime work.

## **ARTICLE 22 - (cont'd)**

- (b) The parties recognize that, at times, it is not possible for an employee to have required overtime preauthorized due to the nature and circumstances of the work to be completed. In such circumstances, the employee is expected to follow the guidelines produced by the Employer for such situations, and exercise good judgement and discretion in determining whether to proceed in any event with the overtime work and authorization will be deemed to have been given. The Employer reserves the right, subject to the right of the employee to challenge the decision and to assess the legitimacy of the overtime claimed.

### **22.04 Regular Working Day**

An employee shall be compensated for hours of overtime worked on a regular working day at the rate of time and one-half (1 1/2T) for the first four (4) hours and double time (2T) thereafter.

### **22.05 Days of Rest**

An employee shall be compensated:

- (i) For hours of overtime worked on his/her first day of rest at the rate of time and one-half (1 1/2T) for the first four (4) hours and double time (2T) thereafter, and
- (ii) For hours of overtime worked on his/her second or subsequent day of rest at the rate of double time (2T).

22.06 For regular employees, authorized overtime work shall be compensated either in cash at the applicable overtime rates, or time-off, or a combination of both, at the employee's choice. For term and casual employees, overtime work shall be compensated in cash.

- 22.07 (a) Overtime earned by an employee may, at the employee's option, be taken as cash at the applicable overtime rate, or may be banked and taken as compensatory leave at the applicable overtime rate.
- (b) The Employer shall grant compensatory leave subject to operational requirements, and at a time convenient to both the employee and the Employer.

## **ARTICLE 22 - (cont'd)**

- 22.08 (a) Accumulated time-off for overtime in excess of one hundred and fifty (150) hours shall be paid out in cash at the end of the fiscal year.
- (b) At the employee's option, accumulated time off for overtime of one hundred and fifty (150) hours or less may be paid out at the end of the fiscal year upon written request of the employee by March 1 of each year.
- (c) Upon termination of employment, accumulated time off for overtime shall be paid out in cash.

### **22.09 Meal Allowance**

- (a) Where an employee is required to work three (3) or more hours overtime immediately prior to or immediately following the completion of his/her scheduled work day, the Employer will provide that employee with a meal allowance of fourteen (14.00) dollars.
- (b) Clause 22.09 (a) will not apply to an employee who is on authorized travel status or where free meals are provided by the Employer.
- (c) "Immediately" as used in Clause 22.09 (a) is to be interpreted so as to permit the scheduling of an unpaid meal break up to and including one (1) hour in duration.

## **ARTICLE 23 PAY ADMINISTRATION**

- 23.01 An employee is entitled to be paid for services rendered in accordance with the bi-weekly rates of pay or the hourly rates of pay as specified for the level of the position to which the employee is appointed.
- 23.02 Employees shall be paid bi-weekly with pay days being alternate Fridays in accordance with the pay system of the Employer.
- 23.03 Employees who have earned overtime compensation or any other extra allowance in addition to their regular pay shall receive such remuneration within four (4) weeks of the day such remuneration was earned.

### **23.04 Upon Promotion:**

Subject to Clause 23.06 below, when an employee is appointed to a position, the maximum rate of pay of which exceeds that of the maximum rate of the employee's former position the employee shall receive either:

- (a) The minimum of the new range where that minimum is more than eight percent (8%) above the employee's present salary; or
- (b) Where the employee's salary on appointment does not exceed the maximum of the range applicable to the position to which the employee is appointed, eight percent (8%); or
- (c) Where the application of (b) above would provide for appointment exceeding the maximum of the range for the new position, the maximum rate in the range.

### **23.05 Upon Transfer:**

- (a) Where an employee is appointed to a position having a maximum rate of pay which is the same as the maximum rate of pay of the employee's former position, the employee's salary shall remain unchanged;
  - (b) Where an employee accepts a position having a lower maximum rate of pay than that of the employee's former position, the employee's rate of pay on appointment in the new scale shall be equal to the rate he/she was paid in the former position or when the rate he/she was paid in his/her former position exceeds the maximum of the range for the new position, his/her rate in the new position shall be the maximum in the range.
- 23.06 Notwithstanding the provisions of Clauses 23.04 and 23.05, where an employee is appointed to a position the occupational characteristics of which are substantially different from that of the employee's former position, and the application of the provisions of Clauses 23.04 or 23.05, would yield a rate of pay substantially higher than that which would ordinarily be paid to a person with similar qualifications, at the discretion of the Employer the employee may be paid any rate in the range of rates applicable to the position to which the employee is appointed not exceeding the employee's current rate.

## **ARTICLE 23 - (cont'd)**

### **23.07 Upon Reclassification:**

- (a) Where an employee occupies a position which is reclassified because of a change of duties, resulting in its inclusion in a classification having a higher maximum salary, the employee shall receive:
  - (i) The minimum of the new range where that minimum is more than eight percent (8%) above the employee's present salary; or
  - (ii) Eight percent (8%) where the employee's salary on reclassification does not exceed the maximum of the range for the new classification, or is the same as or more than the minimum but less than the maximum salary for the new class;
  - (iii) Where application of Clause (ii) above would provide for reclassification exceeding the maximum of the range for the position, the maximum rate in the range.
- (b) Where an employee occupies a position which is reclassified resulting in its inclusion in a classification having a maximum salary the same as that previously applicable to the position, the salary payable to the employee shall remain unchanged.
- (c)
  - (i) Where an employee occupies a position which upon reclassification results in the position having a maximum salary less than that previously applicable to the position, the salary payable to the employee shall remain at his/her current applicable rate.
  - (ii) The employee shall be eligible for any subsequent economic adjustments or merit increases.

### **23.08 Salary Payable for an Acting Incumbent**

- (a) When an employee is required to perform the duties of a position having a higher maximum salary than the maximum salary applicable to his/her present position, the employee shall:
  - (i) Receive the minimum salary for the acting position where that minimum is more than four percent (4%) above his/her present salary; or
  - (ii) Receive four percent (4%) on his/her present salary, where the four percent (4%) would not exceed the maximum for the acting position; or
  - (iii) Where the application of Clause (ii) above would provide for an acting appointment which would exceed the maximum of the range for the acting position, the employee would receive the maximum rate in the range for the acting position.

## **ARTICLE 23 - (cont'd)**

- (b) Clause (a) shall be applied as follows:

Employees shall receive acting pay when they are required to perform the duties of the higher position after acting for a period of three (3) cumulative days in each fiscal year.
- (c) An employee can refuse to perform the duties of the acting position pursuant to Clause (a) above provided that:
  - (i) There is another employee who the Employer determines is qualified to perform the duties of the position on an acting basis; and
  - (ii) The other employee identified pursuant to Clause (i) above is available and willing to perform the duties of the position on an acting basis.
- (d) An employee who performs the duties of a higher position pursuant to Clause (a) above for a continuous period of less than fourteen (14) days will not have his/her performance while in the acting position evaluated pursuant to Clause 23.09.

### **23.09 Employee Performance Review**

- (a) An employee shall have his/her job performance evaluated prior to the completion of the employee's probationary period and on or before his/her anniversary date.
- (b) 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; if during the employee performance review, either the form or instructions are changed they shall be given to the employee.

- 23.10 (a) When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. A copy of the assessment form will be provided to the employee at that time. An employee's signature on his/her assessment form will be considered to be an indication only that its contents have been read and shall not indicate his/her 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 (½) 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.

## **ARTICLE 23 - (cont'd)**

- 23.11 (a) Subject only to satisfactory performance, the salary of an employee shall be increased within the range annually on the employee's anniversary date by four percent (4%) except in the final salary increase within the range which will not exceed the maximum for the range.
- (b) When an employee is not to be granted the salary increase referred to in Clause (a) above, the Employer shall notify the employee in person or by registered mail at least fifteen (15) working days in advance of the employee's anniversary date.
- (c) The notification will advise the employee of the specific areas of his/her performance which the Employer evaluates as unsatisfactory and the reasons why.
- (d) Where the application of Clause (a) above would provide for performance increment exceeding the maximum of the range for the position, the maximum rate in the range will apply.
- (e) Notwithstanding Clause (a) above, an employee is not eligible to receive a performance increment if he/she is at the maximum of his/her salary range.
- (f) Where a performance increment provided for under Clause (a) above is withheld, the salary increment may be granted on any subsequent first day of a month up to six (6) months after the date upon which the increment has been withheld.
- (g) When, as a result of a formal review of employee's job performance, a written document is placed on his/her personnel file, the employee concerned shall be given an opportunity to sign the review form or document in question and to indicate that its contents have been read and explained.

### **23.12 Employee Files**

There shall be one personnel file maintained by the Employer located in the Human Resources office. An employee may arrange to view his/her personnel file in the presence of an authorized representative of the Employer. The employee will be provided a copy of any document that is to be placed on his/her file and may respond to such documentation by memo to the file or through the grievance procedure. An employee may request in writing to be accompanied by a Union representative when viewing his/her personnel file.

### **23.13 Application of Anniversary Date**

- (a) The anniversary date of an employee who commences service or who is promoted or reclassified, resulting in a salary increment shall be **the date the transaction occurred.**

**ARTICLE 23 - (cont'd)**

- (b) The anniversary date shall remain unchanged for an employee who:
  - (i) Is appointed to a position or whose position is reclassified not resulting in a salary increment; or
  - (ii) Accepts a position having a lower maximum rate of pay than that of his/her former position.
- (c) The anniversary date of an employee who has been on leave of absence without pay in excess of three (3) continuous months unless otherwise provided for in this Collective Agreement shall be moved to a date which provides for a total of twelve (12) months of paid employment between anniversary dates.

23.14 Where a performance increment and any other transaction such as reclassification, promotion, or salary revision is effective on the same date, the performance increment shall be processed first followed by the other transactions.

## **ARTICLE 24 TRANSPORTATION COSTS AND TRAVEL TIME**

24.01 Where an employee is required by the Employer to travel in order to perform assigned duties, the following conditions are applicable:

- (a) The Employer will determine the method of travel, and retains the right to require that work related travel be accomplished in the shortest practical period of time, and at the lowest reasonable cost.

The costs associated with authorized travel shall be paid in accordance with the following:

- (i) All approved travel fares for air, train, bus or automobile;
  - (ii) Accommodation, meals, taxis and automobile mileage shall be paid in accordance with the Employer's written policy; and
  - (iii) The employee is responsible for keeping and submitting appropriate records and receipts to substantiate all costs.
- (b) Any alternative, personal arrangements that an employee may wish to make for, or in relation to, work related travel, must be authorized in advance by the Employer.
  - (c) When employees in travel status are unable to return to work as scheduled for reasons other than personal extensions to travel, they shall continue to receive their regular pay and continue to be reimbursed in accordance with the Employer's travel policy. Under no circumstances should an employee be entitled to travel time pay or reimbursement of transportation costs, for time or travel that was avoidable and was not part of the travel time and transportation approved to conduct the Employer's business.

24.02 The Employer shall reimburse employees for his/her expenses incurred in accordance with the Employer's travel policy.

- 24.03
- (a) On a normal working day on which he/she travels but does not work, the employee shall receive his/her regular pay for the day.
  - (b) When, in the course of one (1) day, the combined travel time and required hours of work performed necessarily exceeds the employee's regular hours of work for a day, the employee will be paid overtime for the time in excess of the regular hours of work.
  - (c) When the employee is required to travel during a day that is not a scheduled work day, the employee will be paid at the applicable overtime rates for all hours spent traveling, up to a maximum of the total hours in a regular work day.
  - (d) Travel time includes time spent traveling and the time necessarily spent in waiting in a terminal.

## **ARTICLE 24 - (cont'd)**

- (e) An employee shall be deemed to be in travel status commencing one (1) hour prior to the scheduled and published departure time of the aircraft if the mode of travel is air, or, when he/she leaves his/her normal place of residence or place of accommodation outside of Yukon, should he/she be traveling by any other means than by air.
- (f) The employee will be paid for travel time, except where the employee requests, and the Employer agrees, that the employee will take paid time off in lieu at a mutually agreeable time. The amount of compensating paid time off shall be calculated to be equal to the costs that the Employer would have paid, had the employee been paid for the travel time.
- (g) Compensating time off must be taken before the end of March in any year or the Employer will pay out any remaining balance on the employee's first pay after that date.
- (h) All time worked at a location outside the Whitehorse area shall be compensated for in accordance with Article 21.
- (i) All hours of overtime worked shall be compensated for in accordance with Article 22.

24.04 In a situation involving authorized overtime:

- (a) Which is contiguous to the employee's normal hours of work and, as a direct consequence of the time of travel, the employee's normal mode of transportation is precluded; or
- (b) Which requires the employee to report to work for a period of time not contiguous to normal hours of work, and the employee is required to use transportation services other than normal and reasonable public transportation, the use of a taxi, or when a private vehicle is available, the payment of a kilometric (mileage) rate as set out in the Travel Policy (Yukon rate) shall be authorized from the employee's home to the workplace and/or return if necessary.

24.05 Employer's Travel Policy:

The Employer's Travel Policy, comprised of two pages entitled:

Travel Rates: April 1, 2000, and  
F1-70 Corporation Business Travel Policy: August 25, 2000,

will not be revised during the term of this Agreement, in a manner which would reduce any of the allowance expenses provided in the policy.

## **ARTICLE 25 STAND BY, CALL BACK & REPORTING PAY**

### **25.01 Stand By**

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 (½) hour for each four (4) hour period or portion thereof for which he/she has been designated as being on standby duty.

25.02 An employee on standby who is called in to work by the Employer and who reports for work shall be compensated in accordance with Clause 25.05 (Call-Back).

25.03 An employee who is required by the Employer to be on standby duty will be provided with a telephone beeper or other communication device which enables immediate electronic contact. When contacted, the employee will respond, and when requested, will return to duty as quickly as possible.

25.04 No standby duty payment shall be granted if any employee is unable to report for duty when required.

### **25.05 Call Back**

When an employee is called back to work or when an employee who is on stand-by duty is called back to work by the Employer at any time outside his/her normal working hours he/she shall be entitled to:

- (a) A minimum of three (3) hours' pay at the applicable overtime rate; or
- (b) Upon application by the employee and at the discretion of the Employer, compensation earned under this Article may be taken in the form of compensatory leave, which will be calculated at the applicable premium rate.

### **25.06 Reporting Pay:**

- (a) If a regular or term employee reports to work on his/her scheduled work day and there is no work or insufficient work available, he/she is entitled to four (4) hours' pay at the straight-time rate; and
- (b) If a regular or term employee is directed to report for work on a day of rest or on a designated paid holiday, and there is no work or insufficient work available, he/she shall be entitled to four (4) hours' pay at the applicable overtime rate.

### **25.07 Clear Hours Before Work**

- (a) When an employee is called back to work, the employee must have eight (8) clear hours upon completing the back to work assignment prior to his/her next scheduled shift.
- (b) If there are not eight (8) clear hours before the employee's next scheduled shift, he/she will be provided the difference in time to be deducted without loss of pay from either the beginning or end of the shift as determined by the Employer.

## **ARTICLE 26 DISCIPLINE**

- 26.01 The parties agree that the Employer has the right to discipline and discharge for just cause. The purpose of discipline is corrective as opposed to punitive.
- 26.02 (a) When an employee is disciplined, the Employer will meet with the employee to explain the reasons for the disciplinary action, before imposing the discipline. In cases where the Employer intends to impose on the employee a written reprimand, suspension, or discharge, the Employer will provide written reasons for the disciplinary action.
- (b) The Employer, whenever possible (one exception is where safety is at issue) will give the employee twenty-four (24) hours notice of such meeting.
- 26.03 The Employer shall notify the local representative of the Union that such discipline has occurred.
- 26.04 (a) When an employee is required to attend a meeting, the purpose of which is to render a disciplinary decision concerning him/her, advise him/her that he/she is being terminated for any reason, or discuss conduct for which the Employer is considering discipline or termination, the Employer shall advise the employee that he/she is entitled to have a representative of the Union attend the meeting.
- (b) The employee shall receive a minimum of twenty-four (24) hours notice of such a meeting.
- 26.05 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.
- 26.06 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 of a similar nature has been recorded during this period.
- 26.07 Where written standards of discipline are developed or amended, the Employer agrees to supply sufficient information on the standards of discipline to each employee and to the Union.

## **ARTICLE 27 PROCESSING OF GRIEVANCES**

- 27.01 If he/she so desires, an employee may be assisted and/or represented by the Union at the complaint level and/or when presenting a grievance at any level.
- 27.02 An employee who wishes to present a grievance at any prescribed level in the grievance procedure, shall transmit this grievance to his/her immediate supervisor who shall forthwith:
- (a) Forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate level; and
  - (b) Provide the employee with a receipt stating the date on which the grievance was received by him/her.
- 27.03 A grievance of an employee shall not be deemed to be invalid by reason only of the fact that it is not in accordance with the form supplied by the Employer.
- 27.04 (a) Subject to (b) following, an employee who feels that he/she has been treated unjustly or considers himself/herself aggrieved by any action or lack of action by the Employer, is entitled to present a grievance in the manner prescribed in Clause 27.02.
- (b) Where there is an alternative administrative or statutory process through which the employee is entitled to pursue a complaint, then the employee may choose between that alternative process and this grievance procedure. The employee is not entitled to a duplication of process.
- 27.05 **Complaint Stage:**
- (a) The parties recognize the value of informal discussion between employees and their supervisors to the end that problems might be resolved without recourse to a formal grievance. An employee who wishes to use the informal complaint stage must give notice of this intention to his/her supervisor within seven (7) calendar days of the action or event which is the subject of the complaint.
  - (b) If the informal discussions do not produce an agreed upon resolution within fourteen (14) calendar days of the date of the notice given in Clause (a) above, or such further time as the employee and the supervisor may agree to, then the employee may file a formal grievance in accordance with Clause 27.08.
- 27.06 Except as otherwise provided in this Agreement, a formal grievance shall be processed by recourse to the following steps:
- (a) **Level 1**  
  
Department Director (the first level position which is excluded from the bargaining unit, responsible for the department).

## **ARTICLE 27 - (cont'd)**

**(b) Level 2 (final)**

Chief Executive Officer

- 27.07 The Union shall have the right to consult with the Employer with respect to a grievance at each or any level of the grievance procedure, subject to Clause 27.01.
- 27.08 An employee may present a grievance to the First Level of the procedure, in the manner prescribed in Clause 27.02 not later than twenty (20) working days after the date on which the final response on the complaint stage is received or on which he/she is notified orally or in writing or on which he/she first becomes aware of the action or circumstances giving rise to the grievance.
- 27.09 An employee may present a grievance at each succeeding level in the grievance procedure beyond the Complaint Stage either:
- (a) Where the decision or settlement is not satisfactory to him/her, within fifteen (15) working days after that decision or settlement has been conveyed in writing to him/her by the Employer; or
  - (b) Where the Employer has not conveyed a decision to him/her within the time prescribed in Clause 27.10, within fifteen (15) working days from the date the Employer's response was due.
- 27.10 The Employer shall normally reply to an employee's grievance at Level 1 of the grievance procedure within twenty-one (21) calendar days after the grievance is presented, and within twenty-eight (28) calendar days after the grievance is presented at Level 2.
- 27.11 Where an employee has been represented by the Union in the presentation of his/her grievance, the Employer will provide the appropriate representative of the Union 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.
- 27.12 Where the provision of Clause 27.02 cannot be complied with and 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 day it is delivered to the recipient. Similarly, the Employer shall be deemed to have delivered a reply at any level on the date on which the letter containing the reply is postmarked, but the time limit within which the grievor may present his/her grievance at the next higher level shall be calculated from the date on which the Employer's reply was delivered to the address shown on the grievance form.
- 27.13 The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the employee and, where appropriate, the Union representative.

## **ARTICLE 27 - (cont'd)**

- 27.14 Where it appears that the nature of the grievance is such that a decision cannot be given below the final level of authority, Level 1 may be eliminated by agreement between the Employer and the employee, and, where applicable, the Union.
- 27.15 Except as provided in Clause 27.19 (b), an employee may, by written notice to his/her immediate supervisor, abandon a grievance.
- 27.16 Any employee 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, due to circumstances beyond his/her control, he/she was unable to comply with the prescribed time limits.
- 27.17 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 to abandon his/her grievance or refrain from exercising his/her right to present a grievance, as provided in the Collective Agreement.
- 27.18 Where an employee has presented a grievance up to and including Level 2 in the grievance procedure, and the grievance has not been dealt with to the employee's satisfaction, he/she may refer the grievance to arbitration in accordance with the arbitration procedure specified in this Agreement.
- 27.19 **Arbitration**
- a) An employee must obtain the approval of the Union and be represented by the Union before a grievance can be referred to arbitration with respect to the application or interpretation of the Collective Agreement.
  - b) A grievance referred to arbitration can only be withdrawn by the employee with the prior approval of the Union.
- 27.20 In this Article 27 all references to "day" or "days" means calendar day or days and five (5) working days equals (7) calendar days or a calendar week.

## **ARTICLE 28 ARBITRATION PROCEDURE**

- 28.01 A party dissatisfied with the outcome of the grievance procedure may refer the matter to arbitration provided that the reference is made within thirty (30) calendar days from the date on which the grievance decision was given.
- 28.02 Any arbitration arising out of this Agreement shall be conducted before a single arbitrator mutually agreed to by the parties.
- 28.03 A reference to arbitration shall be made in writing to the other party. The reference shall provide the name, address and telephone number of the referring party's representative. The reference will also include a list of at least three names of persons proposed for the selection of an agreed upon arbitrator.
- 28.04 Within fourteen (14) days of receiving the reference to arbitration, the responding party will, in writing, acknowledge receipt of the reference to arbitration and provide the name, address and telephone number of its representative. The acknowledgment will also either confirm agreement for one of the proposed arbitrators, or propose a list of three names of alternative arbitrators.
- 28.05 If the parties have not agreed to an arbitrator within fourteen (14) days of receipt of the written acknowledgment, either party may, pursuant to the Canada Labour Code, request the Minister of Labour to make an appointment.
- 28.06 The arbitrator shall have the authority and powers conferred by the Canada Labour Code, including the authority to determine whether a matter is arbitrable under this Agreement. The arbitrator shall not have the authority to change, modify or alter any of the terms of this Agreement. This does not preclude the arbitrator from substituting a lesser penalty in discipline matters, or reinstating a discharged employee.
- 28.07 The award of the arbitrator is final and binding upon the parties.
- 28.08 Each party shall also pay one-half (1/2) of the fees and expenses of the arbitrator. The parties are each responsible for their own costs associated with engaging outside counsel and calling witnesses who are not employees of the Employer.
- 28.09 The time limits stipulated in this procedure may only be extended by mutual agreement between the parties. The PSAC Regional Office and Local President will be given a copy of the final level grievance response on the same day as the response is given to the employee.

## **ARTICLE 29 SAFETY AND HEALTH**

- 29.01 The Employer shall continue to make all reasonable provisions for the occupational safety and health of employees. The Employer will welcome suggestions on the subject from the Union and the parties, and undertake to consult with a view to adopting and expeditiously implementing reasonable procedures and techniques designed or intended to reduce the risk of employment injury. Employees shall make every reasonable effort to reduce and obviate risk of employment injury.
- 29.02 (a) In light of the foregoing, the Employer and the Union agree to comply with the provisions and requirements of the Yukon Occupational Health and Safety Act.
- (b) Employees are encouraged to refer safety matters to their immediate supervisors in an attempt to resolve any problems and where the safety matters cannot be resolved, both employees and supervisors are encouraged to refer safety issues to the Occupational Health and Safety Committee.
- 29.03 Where, by law or a requirement of the Employer, an employee is required to undergo a medical examination to continue to meet a condition of employment, and the cost of such an examination is not covered by a medical insurance policy, the cost of such a medical examination will be borne by the Employer.

## **ARTICLE 30 CONSULTATION COMMITTEES**

- 30.01 The parties acknowledge the mutual benefits to be derived from consultation and will continue to participate jointly to discuss matters of common interest.
- 30.02 The committees as outlined in clause 30.05 and 30.06 below may discuss any matters of mutual interest or concern and make recommendations to the Union or the Employer. However, the committees have no jurisdiction to require any action to be taken by either the Union or the Employer.
- 30.03 The Employer agrees that new policies bearing on employees will not be introduced, and existing policies will not be canceled or amended in such manner as to diminish the rights and entitlements of employees, until such time as the Unions have been given a reasonable opportunity to consider and to meaningfully consult on the Employer's proposals through participation on these joint committees.
- 30.04 The time spent by employee representatives in attending consultation meetings described herein will be paid at the employee's straight time rates.

### **Joint Labour Relations Committee**

- 30.05 A committee will be established consisting of equal representation from the Union and the Employer, to meet monthly unless otherwise agreed. The chair of the committee shall alternate between the Union's and Employer's representatives. Minutes of the meetings shall be kept, signed by at least one member of each represented party, and distributed to both parties.

### **Joint Consultation Committee**

- 30.06 A committee consisting of representatives of the Employer, the Union (PSAC) and the Professional Institute of the Public Service of Canada (PIPSC) shall continue to meet at least quarterly, unless otherwise agreed. Minutes of the meetings shall be kept, signed by at least one member of each represented party, and posted on hospital bulletin boards.

## **ARTICLE 31 JOB EVALUATION, CLASSIFICATION AND RECLASSIFICATION**

- 31.01 The Employer will maintain a formal job evaluation process (JEP) for the evaluation, classification and reclassification of all job positions within the Employer's operation, including the job positions of employees in the bargaining unit. The JEP will not be altered or replaced without the agreement of the members of the Job Evaluation Committee (JEC).
- 31.02 The JEP will be administered by a tripartite Job Evaluation Committee (JEC). The Unions and the Employer will have the right to appoint equal numbers of representatives to the JEC.
- 31.03 (a) The JEP will be administered objectively and without bias.
- (b) The parties will cooperate to ensure that the JEP satisfies the requirements of Section 14 of the *Yukon Human Rights Act*.
- 31.04 When the job evaluation process is being applied to particular job classifications and/or job positions, inputs from the affected employees are required. When called upon to do so, the employees will complete any required questionnaires or survey forms, and will cooperate in attending any related interviews.
- 31.05 **New Positions:**
- (a) The Employer retains the right to create new job positions with the bargaining unit, for which no title or assignment to a pay rate is provided in this Agreement as required to meet emerging and changing operational needs. The Employer will provide a written explanation of the need for the new position and the number of employees to be hired into it.
- (b) On an interim basis, the Employer will classify the position and advise the Union of the proposed classification and pay rate. The Employer will then refer the matter to the Joint Evaluation Committee (JEC) for review and determination pursuant to this Article. The determination of the JEC as to classification and pay rate will be implemented by the Employer.
- (c) In the event that any employee in the affected position(s) is dissatisfied with the determination by the JEC, the provisions of Clause 31.08 will apply.
- 31.06 **New Occupational Groups and Levels:**
- (a) Subject to (b) below and clause 31.05, during the term of this Collective Agreement the Employer shall have the right to establish and introduce new or revised occupational groups or levels, modify or revise the kind and level of work inherent in an occupational group or level and establish applicable rates of pay;
- (b) The Union shall receive immediate notification from the Employer of any changes as described in (a) above. Where the Union is in disagreement with the rates of pay for such classes, the Union will notify the Employer within thirty (30) days from the date of receipt of notification from the Employer.
- (c) Should no mutual agreement be reached, the matter may be referred to an Arbitrator in accordance with arbitration provisions of this Collective Agreement.

**ARTICLE 31- (cont'd)**

- (d) Should no mutual agreement be reached, the matter may be referred to an Arbitrator in accordance with the arbitration provisions of this Collective Agreement.
- 31.07 Where the reclassification of a position or the regrading of a classification is to take effect retroactively, employees, former employees and in the case of death, estates of former employees who were employees during the retroactive period shall be entitled to receive any retroactive pay that has accrued.
- 31.08 (a) An employee who is dissatisfied with a decision bearing on his/her position, issued by the JEC, shall have the right to attend a meeting of the JEC to have the decision explained.
- (b) Challenges to the Employer's application of the JEP, or the Employer's resulting decisions, shall be directed through the arbitration procedure provided in this Agreement. The decisions of the arbitrator shall be final and binding, including determination of the appropriate classification and level.
- 31.09 The time spent by employee representatives in attending JEC meetings will be paid at the employees' straight-time rates.
- 31.10 Upon written request, an employee shall be provided with a complete and current statement of the duties and responsibilities of his/her position including the position's classification level, factor point rating and an organization chart depicting the location of the position in the organization.
- 31.11 Any requirement made of employees covered by this Agreement shall not be in violation of the standards of practice of their professional licensing body.

## **ARTICLE 32 JOB SECURITY**

- 32.01 (a) The Employer will make every reasonable effort to provide continued employment for regular employees. Should a re-organization occur, every reasonable effort will be made to provide alternate employment opportunities at the affected employee's equivalent classification level. The Employer may also provide on the job training as an alternative to lay-off when a vacancy exists and the employee can demonstrate an aptitude to meet the new job requirements within the trial period identified in Article 43 Probationary and Trial Period. The reasonableness of the Employer's decision in denying job training is subject to challenge through the grievance procedure.
- (b) The Employer further agrees that regular employees will not be laid off or have their hours of work reduced as a result of the Employer contracting out work, or through the Employer's use of volunteers.

## **ARTICLE 33 SENIORITY**

### **CALCULATION OF SENIORITY**

- 33.01 Seniority for an employee is defined as the length of the employee's continuous employment from the date of commencement of employment. It is determined by the total number of regular hours worked with the Yukon Hospital Corporation, including hours worked with Health & Welfare Canada prior to transfer. Overtime hours are not included for the calculation of seniority.
- 33.02 The Employer shall maintain a seniority list showing the continuous service dates for the employees. In the event of more than one employee with the same continuous service date, seniority between those employees will be determined by the total number of hours worked.
- 33.03 A seniority list for employees, as of December 31 of a given year, shall be posted on the PSAC union board by March 01 of the following year. Any objection or challenge to the accuracy of the seniority list shall be made in writing to the employer within thirty (30) calendar days of the list being posted, or the date on which an employee first returns to work following their absence during which the posting had occurred. Employees have the right to grieve their placement on the list if the determination remains in doubt. Thereafter, the posted seniority list will be deemed to be valid for the purposes for which seniority is applicable.
- 33.04 **Loss of Seniority**

An employee shall lose seniority when they:

- (a) resign from their position;
- (b) are dismissed for just cause;
- (c) are laid off and not recalled to duty within twelve (12) months;
- (e) fail to return to work within fifteen (15) working days following notification of recall from layoff, delivered by hand or sent by registered mail to the employee's last address of record;
- (d) abandon their position.

### **33.05 Accrual of Seniority**

The seniority of an employee will be retained and will continue to accrue during.

- (a) any period of sick leave with or without pay and whether or not the employee is in receipt of long term disability payments;
- (b) any period of work-related disability leave with or without pay;
- (c) maternity and/or parental leave;
- (d) the first month of any leave of absence without pay.

**ARTICLE 33- (cont'd)**

**33.06 Retention of Seniority**

The seniority of an employee will be retained but will not accrue:

- (a) except as provided in Clause 33.05, after the first month of a leave of absence without pay;
- (b) during any period of lay-off, up to a maximum of one year, provided the employee maintains recall rights pursuant to Article 34;
- (c) for the first year after the employee begins work with the Employer in an excluded position or in a position in another bargaining unit.

## **ARTICLE 34 LAYOFF AND RECALL**

34.01 "Lay-off" means a cessation of employment as a result of:

- (a) A lack of, or reduction in, the amount of work required to be performed; or
- (b) The reduction or elimination of an activity, service, program, function or department, or
- (c) The reduction of hours of work of a full-time or part-time employee will be treated as a layoff for the purpose of bumping under this Article, but not for other purposes under this Agreement.

34.02 The Employer agrees to consult with the Union as far in advance as possible of contemplated reductions in the workforce. During these consultations the parties will consider reasonable alternative ways to avoid the layoffs. A Committee shall be established for this purpose and be made up of equal representation of the Union and the Employer.

34.03 In the event that it becomes necessary to reduce the workforce, the Employer shall formally advise the Union at least ninety (90) calendar days prior to the date that the reduction is to occur. The notice will outline the reasons for the reduction, the location, and the potential number of employees affected.

- 34.04 (a) An employee subject to layoff shall, during the layoff notice period, be granted up to one (1) day with pay for the purpose of being interviewed by a prospective Employer.
- (b) An employee subject to layoff shall also be provided with access to the counseling services provided to employees through the Employee Assistance Program.

34.04 Regular employees will be subject to layoff in reverse order of seniority within the affected job classification.

34.05 When a layoff within a particular work unit must occur the employee(s) affected will be determined by reverse order of seniority within the employees who staff that job, provided that where specialized technical skills are required, there are other regular employees with greater seniority who are qualified to perform the work that remains.

- 34.07 (a) An employee subject to a layoff will be given three (3) months written notice of layoff. The Employer may choose to give the employee equivalent pay (equal to salary and benefits) in lieu of notice, or a combination of notice and pay. If the Employer does not choose to grant pay in lieu of the notice, the employee may choose to take the equivalent pay for the third month.
- (b) The written notice shall be served by personal service or by registered mail, and a copy shall be directed to the Union.

34.08 (a) A regular employee who is served with layoff notice will have the right to choose within one (1) calendar week of receiving the notice of such layoff, one of the following options:

**ARTICLE 34 - (cont'd)**

- (i) Bump the most junior regular employee in an equal or lower job classification, providing that the employee is qualified to perform the work of the employee being bumped, or could qualify within a one (1) month orientation period. In doing so the employee will assume the new rate one (1) month after entering the position; or
    - (ii) Accept the layoff and right to recall;
  - (b) A regular employee who is bumped will have the right to choose, within one (1) calendar week of receiving the notice of such bumping, one of the following options:
    - (i) Bump the most junior regular employee in an equal or lower job classification, providing that the employee is qualified to perform the work of the employee being bumped, or could qualify within a one (1) month orientation period. In doing so the employee will assume the new rate one (1) month after entering the position; or
    - (ii) Accept the layoff and right to recall.
- 34.09 (a) Regular employees who have recall rights, and who have notified the Employer of their willingness to work on a casual basis, shall have the first right to work available casual hours, provided that the employee is qualified to perform the available work. Such available work shall be offered to employees in the following order:
- (i) Laid off regular full-time employees in order of seniority; then
  - (ii) Laid off regular part-time employees in order of seniority; then
  - (iii) Casual employees in order of seniority.
- (b) When a laid off regular employee works as a casual employee, it does not serve to freeze or restart the passage of the recall period time. The employee retains the right to recall under 34.10 in order of seniority for the twelve (12) month period commencing with the actual date of the layoff at the expiry of the notice period.
- 34.10 Employees who are subject to layoff or who have recall rights shall be given a preference for appointment to any vacant or newly created position for which the employee is qualified to perform the work or could qualify within a one (1) month orientation period.
- 34.11 Regular employees who have been laid off shall retain their seniority status and have rights of recall for a period of twelve (12) consecutive months from the date of layoff.
- 34.12 (a) Regular employees on layoff shall be recalled in order of their seniority to their former job positions when such positions become available.

**ARTICLE 34 - (cont'd)**

- (b) Recall shall be made by personal contact, or by registered mail. The employee to whom the recall is offered must communicate with the Employer within seven (7) days of receiving the notice of recall, and must be prepared to begin work at a date and time designated by the Employer, unless otherwise agreed between the employee and the appropriate supervisor. An employee who fails to begin work on the date and time designated by the Employer, without just cause, may be terminated.
  
- 34.12 To remain eligible for recall, laid off employees must ensure that the Employer is provided with their addresses and changes thereto.
  
- 34.13 The Employer will advise the laid off employees and those subject to lay off of any vacant or newly created position.
  
- 34.14 Recall appointments and bumping placements under this Article are not subject to the posting and competitive process under Article 36.

## **ARTICLE 35 TECHNOLOGICAL CHANGE**

- 35.01 The parties have agreed that in cases where as a result of technological change the services of an employee are no longer required beyond a specified date because of lack of work or the discontinuance of a function, this Article will apply.
- 35.02 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.
- 35.03 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.
- 35.04 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 Union 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.
- 35.05 The written notice provided for in Clause 35.04 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; and
  - (c) The location or locations involved.
- 35.06 As soon as reasonably practicable after notice is given under Clause 35.04, the Employer shall consult with the Union concerning the effects of the technological change referred to in Clause 35.04 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; and
  - (b) The effect the change may be expected to have on working conditions or terms and conditions of employment on employees.
- 35.07 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 the employee's 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.
- 35.08 When, as a result of technological change, layoff becomes necessary, the employee who is to be laid off shall be given six (6) months notice of lay off or six (6) months salary in lieu of the notice.

## **ARTICLE 36 JOB POSTINGS, TRANSFERS AND PROMOTIONS**

- 36.01 Subject to Clauses 36.02 and 36.08 (b)(i) these job posting provisions apply when a position must be filled in the following categories:
- (a) Regular full-time;
  - (b) Regular part-time; or
  - (c) Term, where the specified term of position will be six (6) months or longer.
- 36.02 (a) Casual positions may be filled by the Employer without resorting to the job posting process.
- (b) Term positions of up to six (6) months may be filled by the Employer without resorting to the job posting process and shall be offered first to bargaining unit employees who possess the qualifications for the position. Such term appointment may be extended for up to another six (6) months when there is uncertainty about the date on which an absent employee will return to work. A term may be extended to accommodate an approved extension of a leave of absence granted to an employee whose position the term employee is temporarily filling. This provision is not to be used to groom an employee for a future promotion. The Employer shall notify the Union of it's intention to fill a position on a term basis.
- (c) The Employer is not required to post a job position when it is filled by granting the position to an existing employee:
- (i) Whose eligibility has been predetermined under Clause 36.08 (b)(i);
  - (ii) With the Union's consent, on compassionate or medical grounds;
  - (iii) With the Union's consent, who has been disabled by a work related injury or illness;
  - (iv) Returning from a leave of absence, whose original job position no longer exists or is not vacant;
  - (v) Whose placement is provided for elsewhere in this Agreement;
  - (vi) Covered by a supplemental agreement entered into in writing between the Employer and the Union;
  - (vii) Whose position is reclassified.
- 36.03 A job will be posted for a minimum period of fourteen (14) days, in order to bring the job opportunity to the attention of the employees and to provide them with an opportunity to apply.
- 36.04 (a) The job postings shall be dated and contain the following information:
- (i) Nature and title of the position;

**ARTICLE 36 - (cont'd)**

- (ii) A general description of the role;
  - (iii) Required qualifications, education, knowledge, skills and experience. (These specifications in the posting shall be limited to the performance requirements of the position.);
  - (iv) Hours of work;
  - (v) Wage rate or range, as appropriate to the position;
  - (vi) The closing date of the posting.
  - (vii) A notice that the position is in the PSAC bargaining unit.
- (b) A written job description shall be available to applicants, on request.
- (c) A copy of the poster shall be forwarded to the Union coincident with the posting.
- 36.05 During the posting and selection process, the Employer may fill the position with a casual employee or reassign an existing employee to the position.
- 36.06 During the job posting process, the Employer may advertise the position externally to attract applications from potential candidates from other sources; however, outside applicants or candidates will not be interviewed unless the internal process has closed and there were no qualified candidates.
- 36.07 (a) It is the Employer's policy to afford opportunities for promotion and transfer within the bargaining unit to existing employees.
- (b) In choosing between candidates, the Employer's objective shall be to select the best qualified candidate within the limits of the performance requirements of the position. Within those limits, an internal candidate who satisfies the position requirements will be given a preference. The factors used by the Employer to assess the qualifications of candidates shall be education, skills, knowledge, experience, and demonstrated ability. For internal candidates, seniority will also be a factor.
- (c) When a choice must be made between internal candidates whose overall qualifications are in relative balance, the appointment shall be awarded to the internal candidate with the greatest seniority.
- (d) All determinations made by the Employer when choosing between candidates will be made fairly, reasonably and without discrimination.
- 36.08 (a) Within ten (10) working days after the selection of a candidate for a job position, the Employer will, by letter:
- (i) Confirm the decision to the internal candidates; and
  - (ii) Advise the successful applicant, specifying the applicable salary range, his/her placement within the range, and the start date.

**ARTICLE 36 - (cont'd)**

- (iii) An employee on initial hire will be placed in the applicable salary range at a step in the range that recognizes recent and relevant healthcare or other work experience related to the position. For example, an employee with 7,824 worked hours of recent and relevant healthcare experience will be placed at 4 Years in the range.
  - (b)
    - (i) Internal applicants who, while not chosen as the best qualified for the particular job posting, were found by the Employer to be qualified and suitable candidates, will be placed on an eligibility list for positions of the same employment status. (i.e., there will be a separate list for full-time positions, part-time positions, term positions and casual positions). These lists remain in effect for twelve (12) months. Where there is more than one (1) such eligible employee, each will be advised of their ranking for selection for the position that may become available during their twelve (12) month eligibility.
    - (ii) All unsuccessful candidates will be advised of the results of the competition and, upon request, will be advised of the reasons why they were unsuccessful in the competition.
- 36.09 When an internal candidate is selected, he/she will serve a trial period as provided for in Article 43 of this Agreement.
- 36.10 Employees who were unsuccessful as candidates for job positions may grieve the Employer's selection decision or their placement on the eligibility list, but must do so within fourteen (14) calendar days of being advised of the decision.
- 36.11 A grievance filed pursuant to Clause 36.10 will be the subject of an immediate review by the Employer and the Union. If the grievance is not settled as a result of that review, it will proceed immediately to arbitration pursuant to Article 28 of this Agreement. The appointment of the candidate selected by the Employer will not become effective pending the arbitrator's award. Pending the outcome of the arbitration, the Employer may fill the position with a casual employee or reassign an existing employee.
- 36.12 All reasonable steps shall be taken to expedite the arbitration. The arbitrator will be encouraged to conduct a hearing immediately and to render a written award within ten (10) days of the end of the hearing. The award will be final and binding.
- 36.13 The arbitrator shall have jurisdiction to decide whether the Employer has properly assessed the grievor's qualifications and whether the Employer otherwise acted fairly and reasonably in the selection of a candidate. If the arbitrator determines that the selection process was flawed, in whole or in part, he/she may direct that the posting and selection process be redone in whole or in part.
- 36.14 Employees may, prior to commencing a leave of absence of eight (8) weeks or less, file an intention to bid on up to two (2) potential postings. The employee shall only be considered for the posting if available for the selection process.
- 36.15 Employees who are subject to layoff, or who have recall rights shall be given preference for appointment to any vacant or newly created position for which the employee is qualified to perform the work or could qualify within a one (1) month orientation period.

**ARTICLE 36 - (cont'd)**

36.16 Where a part time position becomes vacant or additional hours are made available, such hours will be offered to qualified part time employees in the work unit in the following manner:

(a) The opportunity for additional hours will be posted in the work unit for a period of 14 calendar days.

(b) Qualified part time employees in the work unit may apply, in writing, for additional hours as follows:

(i) A part time employee working half time hours may apply for number of a additional hours so that the position becomes a three quarter time position; or

(ii) A part time employee may apply for a number of additional hours so that the position becomes a full time position.

(c) Additional hours will be offered to the senior employee or employees making application therefor who are qualified to perform the work.

(d) Available hours will not be offered in a manner that would leave unclaimed hours less than those constituting a half time position.

(e) Any remaining hours, constituting a part time position, which are left unclaimed in the application of this paragraph may be posted and filled in accordance with clauses to 36.06 of this article.

36.03

**ARTICLE 37 WAGE RATES & POSITION SCHEDULES**

- 37.01 (a) The wage rates payable under this Agreement shall be those contained in Schedules A, B, C & D of this collective agreement.
- (b) The position schedule is outlined in Schedule E of this collective agreement.

## **ARTICLE 38 SHIFT PREMIUMS**

### **38.01 Evening Premium:**

- (a) A shift work employee will receive a shift premium of one dollar (\$1.00) per hour for all hours worked, including overtime hours, between 4:00 p.m. 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.
- (b) Effective the pay day of January 2, 2004 a shift work employee shall receive a shift premium of one dollar and twenty five cents (\$1.25) 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.
- (c) Effective September 1, 2006 a shift work employee shall receive an additional shift premium of twenty-five cents (\$0.25) totaling one dollar and fifty cents (\$1.50) 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.

### **38.02 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 including overtime hours.
- (b) Effective the pay day of January 2, 2004 employees shall receive an additional premium of twenty-five cents (\$0.25) per hour totaling one dollar (\$1.00) per hour for work on a Saturday or Sunday for all hours worked including overtime hours.
- (c) Effective September 1, 2006 employees shall receive an additional premium of fifty cents (\$0.50) per hour totaling one dollar and fifty cents (\$1.50) per hour for work on a Saturday or Sunday for all hours worked including overtime hours.

## **ARTICLE 39 EMPLOYEE BENEFITS**

### **39.01 Insurance Plans**

The Employer will pay the premium cost specified below to provide the following insurance benefits:

- (a) Medical Services Plan No cost to Yukon residents.
- (b) Extended Health Plan 100% of the premium of an extended health plan providing vision care to a maximum of \$200 per person every twenty-four (24) months, supplementary medical benefits, \$25 annual education, with 80% of eligible expenses reimbursed;
- (c) Dental Plan
  - (i) Ninety percent (90%) of the current approved schedule of fees for basic services;
  - (ii) Fees for major restorative services up to a combined limit with basic services of one thousand two hundred and fifty dollars (\$1,250.00) per person every calendar year;
  - (iii) Fifty percent (50%) of the current approved schedule of fees for orthodontic services to a lifetime maximum of two thousand dollars (\$2,000.00) per person;
- (d) Long Term Disability Employees hired before October 2, 1993 to pay five percent (5%) of the premium for a long-term disability plan providing seventy percent (70%) of the employee's current salary. Employees hired on or after October 2<sup>nd</sup>, 1993 to pay 50% of the premium.
- (e) Employee Paid Benefits One hundred percent (100%) of the premium of a life insurance plan paying two (2) times the employee's basic annual salary.

**ARTICLE 40 PENSION PLAN**

40.01 The Yukon Hospital Corporation Employees' Pension Plan shall form part of this Agreement.

## **ARTICLE 41 YUKON BONUS**

- 41.01 (a) An employee who completes one (1) year of continuous service with the Employer, shall be entitled to a Yukon Bonus which will be paid in the pay period following the employee's date of eligibility.
- (b) For each full year of continuous service subsequent to his/her first year of service, an employee is entitled to a Yukon Bonus, which will be paid in the pay period following the employee's eligibility date.
- 41.02 The Yukon Bonus to which employees are entitled to pursuant to Clause 41.01 is two thousand dollars (\$2,000.00). This is only available for employees; however, should two (2) or more employees from one family or household work for the Employer, then each of those employees is entitled to the full amount (i.e. \$2,000.00 each).
- 41.03 An employee shall be paid on lay-off, a pro-rated Yukon Bonus based on the number of completed months worked since his/her last qualifying date or the commencement of his/her employment, but in any event, for a period not exceeding twelve (12) months.

## **ARTICLE 42 REGISTRATION FEES**

42.01 The Employer shall reimburse an employee for fifty percent (50%) of his/her payment of professional membership registration or licensing fees to either an organization, government or governing body when such registration is a position requirement and/or a condition of continued employment or for promotion.

## **ARTICLE 43 PROBATIONARY AND TRIAL PERIOD EMPLOYEES**

- 43.01 (a) All newly hired regular full-time employees will serve a probation period of six (6) months.
- (b) All newly hired regular part-time, term and casual employees will serve a probation period of nine hundred and eighty (980) worked hours, to a maximum of twelve (12) months.
- (c) Regular full-time employees who are successful applicants for different regular full-time job positions through the job posting process, will serve a trial period of six (6) months.
- (d) Regular full-time employees who are successful applicants for different job positions, of less than full-time, through the job posting process, will serve a trial period of nine hundred and eighty (980) worked hours, to a maximum of twelve (12) months.
- (e) Regular part-time, term and casual employees who are successful applicants for different job positions through the job posting process, will serve a trial period of nine hundred and eighty (980) worked hours, to a maximum of twelve (12) months.
- 43.02 By agreement in writing between the employee, Employer and the Union, the probation or trial period of an employee may be extended for the purpose of giving the employee an opportunity to correct a performance shortfall and thereby meet the standards required for successful completion of probation.
- 43.03 Where seniority applies, upon successful completion of probation or trial period the employee's seniority shall be calculated to include the time served in probationary or trial status.
- 43.04 (a) The employment of newly hired probationary employees may be terminated at any time within the probationary period if the employee is unsuitable for continuing employment. In determining the suitability of a probationary employee, only factors that can reasonably be expected to affect work performance will be applied.
- (b) (i) In the case of an existing regular employee who moves to another position through the job posting process, if, during the trial period and after a reasonable assessment of the employee's work performance, it becomes evident to the Employer that the employee will not satisfy the job requirements, the employee will be returned to his/her former job position.
- (ii) If at any time during a trial period the employee determines that he/she will not satisfy the job requirements and requests in writing a return to his/her former position, the employee will be returned.
- (iii) Should a return to a former position occur through (i) or (ii) above, any other employees whose job positions were changed as a result of the selection of the internal candidate, shall also be returned to their former position.

**ARTICLE 43 (cont')**

- 43.05 During the probation or trial period the employee will be provided with orientation, training and guidance, intended to ensure that he/she understands the job duties and is afforded a reasonable opportunity to meet the Employer's performance requirements. Not later than the mid-point in the probation or trial period, the employee will have his/her job performance evaluated in accordance with Article 23 of this Agreement. In the event that the evaluation discloses a performance shortfall, the Employer will review the shortfall with the employee and provide guidance for improvement.
- 43.06 Unless otherwise notified by the Employer in writing, an employee shall be deemed to have successfully completed their probationary period as specified above.

## **ARTICLE 44 REGULAR PART-TIME EMPLOYEES**

44.01 Except as specifically provided hereinafter, the provisions of this Collective Agreement shall apply to all "Regular Part-time Employees".

### **44.02 Overtime**

- (a) A regular part-time employee is entitled to receive overtime compensation, in accordance with Article 22, when work has been authorized by the Employer in excess or outside of the regular full-time daily or weekly hours of work specified for the particular classification held by the regular part-time employee, and/or when work is authorized by the Employer in excess or outside of the same number of consecutive full-time working days specified for the particular classification held by the part-time employee.
- (b) It is understood that the part-time employee may refuse to work any additional time beyond his/her schedule, except in an emergency where the employee possesses special skills required for the emergency and no full-time employee is available. If there are two (2) or more employees refusing, the employee with the least seniority will be required to work the extra hours.
- (c) Notwithstanding Clause (a) above, a regular part-time employee who is required to work in a classification where a full-time employee's regular daily and weekly hours of work would be averaged over a specified period of time shall be entitled to receive overtime compensation when he/she is authorized in advance by the Employer to work in excess of thirty-seven and one half (37 ½) regular hours per week or in excess of seven and one half (7 ½) regular hours per day.

### **44.03 Designated Paid Holiday**

- (a) Falling on non-scheduled working day:

When a designated paid holiday falls on a non-scheduled working day, a regular part-time employee shall be reimbursed for that day on the basis of the average number of hours worked per day over a two (2) week period immediately preceding a designated paid holiday.

- (b) Falling on a scheduled working day:

When a designated paid holiday falls on a scheduled working day or is moved to a scheduled working day on which the employee is not required to work, a regular part-time employee shall be reimbursed for that day on the basis of the average number of hours worked per day over the two (2) week period immediately preceding a designated paid holiday.

- (c) Work performed on a designated paid holiday:

A regular part-time employee shall be paid for all hours worked on a designated paid holiday in accordance with Article 14 of this Collective Agreement.

## **ARTICLE 44 (cont')**

- (d) Designated paid holidays referred to in this Article are those contained in Article 14.

### **44.04 Call-Back Pay**

- (a) A regular part-time employee shall be entitled to call-back pay in accordance with Clause 25.05, provided the employee has worked the same number of hours and the same number of consecutive days as a regular full-time employee in the same classification;
- (b) A regular part-time employee who is not eligible to receive call-back pay under Clause 44.04 (a) will receive a minimum of three (3) hours' pay at straight time rates for a call-back.

### **44.05 Vacation Leave**

A regular part-time employee shall earn vacation leave credits in proportion to the average number of hours worked per week in relation to a full-time employee in the same classification as specified in Article 21.

### **44.06 Sick and Special Leave Credits**

A regular part-time employee shall earn sick and special leave credits in proportion to the average number of hours worked per day in relation to a full-time employee in the same classification.

### **44.07 Yukon Bonus**

A regular part-time employee shall be entitled to a Yukon Bonus in proportion to the average number of hours worked per day in relation to a full-time employee in the same classification.

## **ARTICLE 45 TERM EMPLOYEES**

### **45.01 Definition**

A "Term Employee" means an employee who is hired on a temporary basis, in excess of three months, for a full-time or part-time position for a specified period of time, to replace an employee on leave of absence or for limited term work. The period of time shall be clearly stated in a written offer of employment at the time of hiring. Term employees will only be used in situations where there is no reasonable expectations of the position being filled on a regular on-going basis. Consecutive renewals of term appointments will only be made where it is necessary in order to staff for the continuing absence of an employee, or where a special program or project is being extended for a limited period.

### **45.02 Appointments**

Length of term appointment will be limited in accordance with the provisions of Clause 36.02 (b).

### **45.03 Application of Agreement**

The provisions of the Collective Agreement will apply to term employees, with the exception of the following Articles and/or Clauses:

- 17 Maternity & Parental Leave (except for terms of more than one (1) year)
- 18 Other Leave (except that Clauses 18.03, 18.04, 18.06 and 18.07 are applicable)
- 19 Education Leave without Pay & Career Development Leave
- 20 Severance Pay
- 32 Job Security
- 34 Layoff & Recall
- 42 Registration Fees
- 53 Deferred Salary Leave Plan

### **45.04 Hours of Work**

A term employee's hours of work will be:

- (i) In the case of replacing an absent employee, the same hours that the absent employee would work; or
- (ii) Determined within the provisions of Article 21.

### **45.05 Overtime**

- (a) Overtime for full-time term employees will be in accordance with the provisions of Article 22.
- (b) Overtime for part-time term employees will be in accordance with the provisions of Article 44.

## **ARTICLE 45 (cont')**

### **45.06 Yukon Bonus**

A term employee shall be entitled to Yukon Bonus after accruing one thousand nine hundred and fifty six (1956) hours worked (including periods of paid leave). An employee cannot qualify for more than one Yukon Bonus in any twelve (12) month period. Accrual of such hours will include assignments in cumulative and casual positions provided there is not a break in service of over one (1) year in length. After each entitlement of Yukon Bonus, an employee must again accumulate the entitlement hours before qualifying for another payment.

### **45.07 Salary Increments Over Time**

A term employee shall be entitled to a salary increment after accruing one thousand nine hundred and fifty six (1956) hours. Accrual of such hours will include assignments in cumulative term and casual positions provided there is not a break in service of over one (1) year.

### **45.08 Vacation Leave**

A term employee shall accrue vacation leave credits in accordance with Article 18.06 or Article 44.05. For term positions of six months or less the vacation leave credits may be used at the end of the term or paid out. Subject to operational requirements the employee may be granted vacation leave during the term.

### **45.09 Sick & Special Leave Credits**

A term employee shall accrue sick and special leave credits as per Clause 44.06 but only may use sick and special leave to the extent of his/her accumulated credits.

### **45.10 Long Service**

A term employee shall be entitled to a long service premium after accruing nine thousand seven hundred and eighty (9780) hours. Accrual of such hours will include assignments in cumulative term and casual positions provided there is not a break in service of over one (1) year.

## **ARTICLE 46 CASUAL EMPLOYEES**

46.01 A "Casual" employee is one who is employed for a specified period of less than three months or to work on an on-call basis.

46.02 (a) The three (3) month limitation in the above definition relates to filling a specific position and does not prevent a casual employee from working in two (2) or more positions, each of which is limited to three (3) consecutive months in duration.

(b) No later than one week prior to the end of the third month of a casual employee being assigned to cover a position, the Employer will review the continuing need for the coverage. If the work will continue beyond the end of the three month limitation, the Employer will:

(i) If the work is certain to continue for a period of six (6) months or less, and the work is being performed by a single casual employee, appoint that employee to the position on a term basis, or, if the work is being performed by a pool of employees, conduct a posting for the term position among the pool of employees;

(ii) Where the work can reasonably be expected to continue beyond six (6) months, the Employer will conduct a posting in accordance with Article 36;

(iii) Where the review indicates that the work is sporadic in nature and the duration cannot reasonably be determined, coverage will continue to be provided by use of a casual employee(s) with further three (3) month reviews.

46.03 Casual employees will only be used to:

(a) Replace an employee who is temporarily absent; and

(b) Temporarily supplement the workforce to deal with work surges.

46.04 The provisions of the Collective Agreement will apply to casual employees, with the exception of the following:

- 14 Designated Paid Holidays
- 15 Special Leave
- 16 Sick Leave
- 17 Maternity & Parental Leave
- 18 Other Leave (except that Clause 18.04 is applicable)
- 19 Education Leave Without Pay & Career Development Leave
- 20 Severance Pay
- 21 Hours of Work
- 32 Job Security
- 34 Layoff & Recall
- 40 Pension Plan
- 42 Registration Fees
- 44 Regular Part Time Employees (Except that Clauses 44.02 & 44.04 are applicable)
- 53 Deferred Salary Leave Plan

## **ARTICLE 46- (cont'd)**

46.05 A casual employee's hours of work will be:

- (a) In the case of replacing an absent employee, the same hours that the absent employee would work; or
- (b) Determined within the provisions of Article 21 of this Agreement.

46.06 Overtime, pay for designated paid holidays, and call-back pay shall be granted in accordance with the provisions for regular part-time employees in Clauses 44.02, 44.03 and 44.04 of this Agreement.

46.07 A casual employee who works in two or more positions shall have all hours worked in a pay period counted for purposes of determining his/her entitlement to overtime compensation.

46.08 Call-in procedures must be equitable and must be made available to all employees.

### **46.09 Yukon Bonus**

A casual employee shall be entitled to Yukon Bonus after accruing one thousand nine hundred and fifty six (1956) hours worked. An employee cannot qualify for more than one (1) Yukon Bonus in any twelve (12) month period. For employees working in more than one position or class, hours worked will be considered to be the total hours worked by that employee. Accruals will continue, provided there is no break in service greater than six (6) months. After each entitlement for Yukon Bonus, an employee must again accumulate the entitlement hours before qualifying for another payment.

### **46.10 Salary Increments Over Time**

A casual employee shall be entitled to salary increment after accruing one thousand nine hundred and fifty six (1956) hours. Accrual of such hours will include assignments in cumulative term and casual positions in each similar or like job provided there is not a break in service of over six (6) months.

For casual employees working in more than one job or class as of July 27, 2001, salary increments will continue to occur after accumulating a minimum of five hundred (500) hours or working a maximum of two (2) years, whichever occurs first.

### **46.11 Vacation Leave**

A casual employee shall be paid vacation pay at the rate of four percent (4%) of earnings.

### **46.12 Group Dental & Extended Health Benefits**

A casual employee may elect to participate in group Dental and Extended Health Plans provided they pay the full premium. A casual employee enrolled in one or more of these plans who obtains regular or term employee status will qualify for premium relief where applicable without an additional waiting period.

46.13 When calls are made by the Employer for casual employees to report to work, the acceptance of such work shall be at the employee's discretion. If a casual employee refuses all offered hours for a period of six (6) months or more, or is no longer permanently residing in the Yukon, he/she will cease to be employed.

**ARTICLE 46- (cont'd)**

**46.14 Casual Premium**

A casual employee shall be paid seventy five cents (\$0.75) per regular hour worked in lieu of all health and welfare benefits and leave entitlements otherwise provided to other employees.

## **ARTICLE 47 RESTRICTION ON OUTSIDE EMPLOYMENT**

47.01 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 48 EMPLOYMENT REFERENCES**

48.01 On written application by an employee, the Employer shall provide personal references to the prospective employer of such employee, indicating length of service, principal duties and responsibilities, and performance of such duties.

## **ARTICLE 49 CLOTHING**

49.01 The Employer's clothing policy/practice as of December 14, 2000 will remain in effect during the term of this Agreement.

### **49.02 Personal Property**

Where an employee's personal property is damaged or stolen during the performance of the employee's duties, the Employer will repair or replace the item, or pay appropriate compensation in lieu, provided that:

- (a) the item is required by the employee in the performance of his/her duties; and
- (b) the employee submits reasonable proof of damage or loss having occurred and documentation of the value of the damage or loss; and
- (c) the damage or loss was not the result of negligence on the part of the employee.

**ARTICLE 50 IMMUNIZATION**

50.01 The Employer shall provide the employee with immunization against communicable diseases where there is a risk of incurring such diseases in the performance of his/her duties.

**ARTICLE 51 PUBLICATIONS**

51.01 The Employer will ensure that employees have ready access to all publications considered necessary to their work.

**ARTICLE 52 Education Allowance**

Employees may qualify for education allowances as follows:

1. The training is over and above the required qualifications in the employee's job description and the training is utilized in the performance of the employee's employment duties.
2. The employee has provided the Employer with a copy of the appropriate degree, diploma, certificate or other evidence of having successfully completed the education program.
3. Only one education allowance will be payable at any one time.

For employees who qualify, the education allowance will be included in each pay period based on the following annual rates:

- |     |   |        |
|-----|---|--------|
| (a) | Recognized specialty training course of 3 to 6 months (full-time attendance)  | \$255  |
| (b) | Recognized specialty training course of 7 to 12 months (full-time attendance) | \$390  |
| (c) | One year certification course (full-time attendance)                          | \$710  |
| (d) | Bachelor's degree   | \$875  |
| (e) | Master's Degree   | \$1200 |

Where the training is acquired through means other than full-time attendance, a recognized educational institution such as Yukon College will determine equivalencies.

**ARTICLE 53 Deferred Salary Leave Plan**

In accordance with the terms of the plan, employees are eligible to apply for the Deferred Salary Leave Plan. Copies of the Plan may be obtained from the Human Resources Department.

**ARTICLE 54 DURATION**

- 54.01 (a) This Collective Agreement shall come into force and effect on **September 1<sup>st</sup>, 2003**, unless otherwise specified in the Agreement. This Agreement shall remain in force and effect until **August 31<sup>st</sup>, 2007** and from year to year thereafter unless and until it is terminated by operation of law.
  - (b) Either party may serve the other with written notice to commence collective bargaining for the renewal of this Agreement, at any time within four (4) months of the date of expiry specified in (a) above, in which case the parties shall begin collective bargaining within twenty (20) days of the service of the written notice being effected.
- 54.02 Any changes which the parties agree are necessary in this Agreement may be made by mutual agreement at any time during the life of this Agreement. Any such changes that are agreed to by the parties shall be recorded in writing, executed by authorized representatives of the parties, and appended to this Agreement.
- 54.03 During the period in which this Agreement continues to have legal force and effect, both parties shall be bound by its terms and conditions and will remain in full compliance, including during any period in which the parties are engaged in collective bargaining for the renewal of the Agreement.

Signed by the authorized representatives of the parties this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

**THE PUBLIC SERVICE ALLIANCE,  
LOCAL Y0030**

**WHITEHORSE GENERAL HOSPITAL**

\_\_\_\_\_  
James E. Brohman, Regional Representative

\_\_\_\_\_  
Marny Ryder, Chair

\_\_\_\_\_  
Jean-Francois Des Lauriers, Regional  
Executive Vice-President - North

\_\_\_\_\_  
Fiona Charbonneau, Vice-Chair

\_\_\_\_\_  
Moe Ritchie, Chief Negotiator

\_\_\_\_\_  
Ron Browne, CEO

\_\_\_\_\_  
Denise Pollock, Union Member

\_\_\_\_\_  
Nick Leenders, Director of Finance

\_\_\_\_\_  
Debbie Racicot, Union Member

\_\_\_\_\_  
Donna Hogan, Director of First Nations  
Health Programs

\_\_\_\_\_  
Roxane Larouche, Manager of Human

**NEGOTIATED BY:**

**ON BEHALF OF THE UNION**

Moe Ritchie, Chief Negotiator  
Denise Pollock  
Debbie Racicot

**ON BEHALF OF THE WHITEHORSE  
GENERAL HOSPITAL**

Judy Corley, Chief Negotiator  
Nick Leenders  
Donna Hogan  
Roxane Larouche

**SUMMARY OF NEGOTIATED PACKAGE**

Year 1	September 1, 2003 – 2.0%	economic increase
Year 2	September 1, 2004 – 2.5%	economic increase
Year 3	September 1, 2005 – 2.75%	economic increase
Year 4	September 1, 2006 – 3.0%	economic increase

**Article 38 Shift Premiums**

Evening:

Effective the 1<sup>st</sup> pay period after ratification - \$1.25  
September 1, 2006 --\$1.50

Weekend:

Effective the 1<sup>st</sup> pay period after ratification - \$1.00  
September 1, 2006 -- \$1.50