

**COLLECTIVE AGREEMENT**

**YUKON HOSPITAL CORPORATION**

**&**

**THE PUBLIC SERVICE ALLIANCE OF CANADA  
LOCAL Y025 & Y032**

**Term: September 1, 2014 to August 31, 2017**

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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

- 2.01 (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 reconsidered 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” means the level allocated, in accordance with the Employer’s classification plan, to a particular position or group of positions for the purpose of determining rates of pay.
- (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 33 (Seniority), or severance/interruption of employment of one (1) month or less.
- (g) “Regular Wages” means straight-time earnings excluding all premium payments and overtime, based on an average 37 ½ hour work week.
- (h) (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.
- (i) “Double time” means twice (2X) the straight-time rate.
- (j) “Employee” means a member of the Bargaining Unit, and the categories of employees are:

- (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.
- (k) “Employer” means the Yukon Hospital Corporation (YHC).
- (l) “Fiscal year” means the period of time from April 1st in one year to March 31st, in the next following year.
- (m) “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.
- (n) “Headquarters area” means an area within 16 kms, by road, of an employee’s work place or within Whitehorse city limits.
- (o) “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.

- (p) "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.
- (q) "Leave of Absence" means permission to be absent from duty.
- (r) "May" shall be regarded as permissive. "Shall" and "will" as imperative, and "should" as informative only.
- (s) "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.
- (t) "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.
- (u) "Representative" means an employee who has been elected or appointed as an area Steward or who represents the Union at meetings with management.
- (v) "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.

- (w) “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.
- (x) “Straight time rate” means the applicable basic hourly rate of compensation specified in this Agreement, exclusive of allowances.
- (y) “Time and one-half” means one and one-half times (1.5X) the straight-time rate.
- (z) “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, and amended under File #28279-C on November 4, 2010, 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.
- (i) 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
- (ii) 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 biweekly 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 department/unit and classification applicable to each bargaining unit member.
- (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

## TIME 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.

### 11.03 **Grievance Hearings**

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

- (i) 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.
- (ii) Where an employee attends the hearing of his/her grievance outside his/her headquarters area, the Employer shall not be liable for any expenses related thereto.

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

- (i) Where an employee represents a griever, 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.
- (ii) Where the meeting occurs outside the representative's headquarters area, any expense incurred by the representative arising out of his/her attendance at the meeting shall not be borne by the Employer.

#### (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 his/her headquarters area, and when it takes place outside his/her headquarters area, reasonable time off with pay for up to one (1) hour and thereafter reasonable leave without pay; 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 his/her headquarters area, and when it takes place outside his/her headquarters area, reasonable time off with pay for up to one (1) hour and thereafter reasonable leave without pay.

### 11.04 **Contract Negotiation Meetings**

- (a) Where operational requirements permit, the Employer will grant leave without pay to a maximum of four (4) employees from Whitehorse General Hospital, one (1) employee from Watson Lake Community Hospital and one (1) employee from Dawson City Community Hospital 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.

- 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.
- (c) Where the request in (a) or (b) is for training that will occur over non-consecutive weeks, the employee shall put in one request for the entire period of the training complete with all dates for the scheduled training identified in the request for such training. The Employer shall treat the request as one request.

#### **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 22.06.

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.

#### **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.

#### **11.13 Leave of Absence for Elected Officials**

The Employer agrees to authorize a leave of absence to any employee who is elected to a full-time position with either the Yukon Employee's Union, the Public Service Alliance of Canada or the Yukon Federation of Labour, subject to the following conditions:

- (a) The authorized leave will be for the term of appointment to a maximum of three years. No more than one employee will be granted leave under this provision at one time.
- (b) Upon the expiry of the term of office, the employee will assume the duties of the position held by the employee prior to the leave of absence.

If the employee is re-elected for subsequent terms, she/he shall continue to be on leave. Upon completion of their term of office the employee will be guaranteed a position at the same level the employee held before their leave.

- (c) If the employee ceases to hold office, the employee will return to the position held by the employee prior to the leave of absence.
- (d) During the leave of absence the Employer will pay 100% of salary and benefits (including pension contributions if permitted pursuant to the provisions of the Yukon Hospital Corporation's Pension Plan) and will invoice the Union for 100% of all and any costs incurred by the Employer on behalf of the employee, in the administration of the collective agreement, during the period of leave.
- (e) During the leave of absence the employee will earn normal leave credits.
- (f) Leave of Absence applications will be submitted to the Employer for processing for administrative purposes only.
- (g) The Union agrees to provide the Employer with three (3) months advance written notice of the commencement and termination of such leave of absence.
- (h) The employee will continue to be governed by the terms of the collective agreement respecting all matters which require the employee to submit documentation to the Employer as she/he would normally provide, including but not limited to, requests for vacation time-off, time cards, etc.

## **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 14 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.

#### 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, which is one 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-seven and one half (37 ½) hours (five (5) working days), where there is a death in the immediate family, for the purposes set out in Clause (a) (ii) below, or alternatively, the Employer will grant thirty-seven and one half (37 ½) hours (five (5) 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-seven and one half (37 ½) hours (five (5) 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-seven and one half (37 ½) hours (five (5) 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 thirty (30) hours (four (4) 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, (or alternately step-father, step-mother or foster parent), sister, brother, spouse, son, daughter, step-child or ward of the employee,

mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, grandparent, grandchild and any relative permanently residing in the employee's household or with whom the employee permanently resides.

- (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.
- (vii) 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 Whitehorse or 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 the employee's headquarters area, 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.

- (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, and physiotherapy 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 his/her headquarters area for a medical, dental, optometrist, chiropractic or physiotherapy appointment, when it is not possible for the employee to seek treatment or an appointment in his/her headquarters area or when the employee is referred to a medical facility outside of his/her headquarters area, 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.
- 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) They have satisfied the Employer as to their entitlement in the manner prescribed in clause 16.02 (e); 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 by presentation of a medical certificate indicating that, in the judgment of the attending physician, the employee was or is incapable of performing his/her duties.
- (f) An employee will ordinarily be deemed to have satisfied the requirements of 16.02 (e) if they provide a medical certificate. However, in circumstances where the Employer is not satisfied that the employee is, or was incapable of performing their 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. The Employer will provide the employee with the names of two (2) physicians to select from for this purpose. 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 their duties when the reason for absence was due to an illness, injury, or contagious disease. The Employer will only request such a certificate where the Employer has *bona fide* reason to believe that the employee may not be fit to perform their duties.

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



- (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.

16.06 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, natural father, or same-sex partner 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, natural father, or same-sex partner employee 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.

## **PLAN B**

17.05 In order to qualify for Plan B a pregnant employee, adopting employee, natural father, or same-sex partner 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 and/or parental leave, an employee who qualifies is entitled to a maternity and/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
  - (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.
  - (iii) Where an employee has exhausted all her maternity leave benefit under clause 17.08 (a) (ii), above, she shall be entitled to a maximum of fifteen (15) additional weeks of parental leave, payments equivalent to the difference between the Employment Insurance benefits payable at the actual time of the 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 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 or same-sex partner employee will 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.
- (iii) Failure to provide the notice as required in Clause 17.11 (b) (ii) may result in a delayed return to work date.
- (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 or same-sex partner employee 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.

#### **17.14 Benefit Coverage During Maternity/Parental Leave**

- (a) The Employer shall continue to pay its share of the premium cost for the insurance benefits set out in Clause 39.01, provided that the employee continues to pay their share of the premium cost:
  - (i) For the first 17 weeks of an employee's maternity leave, and
  - (ii) For the first 17 weeks of an employee's parental leave, other than for an employee who was covered by sub-paragraph (i) above.

## 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) If a continuous period of leave granted under this article, combined with another form of leave without pay, is one year or less, the employee will return to the position held prior to taking leave. If the continuous period of unpaid leave extends beyond one year, the employee will be assigned to the first mutually agreeable available position for which qualified. If no position is available or no agreement is reached the employee will be assigned appropriate work duties by the Employer.
- (g) An employee shall provide the Employer with four (4) weeks advance written confirmation of their intention to return from Child Care Leave without Pay. Failure to provide the confirmation as required above may result in a delayed return to work date.

### 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;
- (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.
- (f) An employee shall provide the Employer with four (4) weeks advance written confirmation of their intention to return from Leave without Pay for Personal Needs. Failure to provide the confirmation as required above may result in a delayed return to work date.

### 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.
- (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.
- (g) An employee in receipt of his/her regular earnings from the Employer, while serving on a jury or attending as a witness in any proceeding, shall remit to the Employer all monies paid to him/her for so serving or attending, except an allowance which is reimbursement for expenses.



#### 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. Employees must decide whether to assign their workers' compensation within thirty (30) calendar days of receipt of the decision that their claim was approved.

- (b) Injury on duty leave with pay will, respecting the original injury, extend for a maximum period of up to one (1) year from the date that the employee first commences leave. Should the employee remain disabled the employee will, at that time, begin leave without pay from the Employer and begin to receive payments directly from the Yukon Workers' Compensation Health & Safety Board.
- (c) 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 the employee's sick leave record, that the employee was not granted sick leave.
- (d) 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 up to a maximum period of one (1) year from the date that the employee first commences leave.
- (e) 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:

Years of Continuous Service	Monthly Accrual Rate
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 ½ 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 ½) 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;
  - (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 upon production of a medical certificate; 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 Where, at the end of any vacation year (i.e., March 31st), an employee has not used all vacation leave credits, the unused portion of vacation leave credits shall be carried over into the next vacation year up to a maximum of 375 hours. Vacation leave credits in excess of this maximum will be paid out in the first pay period following March 31st. In situations, due to operational requirements, where an employee is not permitted to take the vacation leave requested, he/she will be allowed to carry over the portion of the leave request not granted to the following March 31st.

18.10 The Employer will make every reasonable effort to grant to an employee the period of vacation leave requested, provided such vacation leave can be accommodated within the *bona fide* operational requirements of the hospital. The provisions of Clauses 18.11, 18.12 and 18.13 outline the process to be followed in scheduling vacation leave.

18.11 (a) The summer vacation period shall extend from the beginning of the calendar week in which June 15<sup>th</sup> falls to the end of the calendar week in which September 15<sup>th</sup> falls.

(b) In the application of Clause 18.10, employees shall submit their request for the summer vacation period by February 1<sup>st</sup> of each year. The employees in each unit/department will, in cooperation and consultation with the manager of the unit/department, formulate the summer vacation schedule for employees in the unit/department. Such schedule shall be finalized and posted as soon as reasonably practicable, but not later than April 30<sup>th</sup>.

(c) Once posted, the summer vacation schedule shall only be changed by mutual consent between the employee and the Employer or as deemed necessary due to *bona fide* operational requirements.

(d) Requests for vacation during the summer vacation period submitted after the summer vacation schedule has been posted shall be approved on a first come, first served basis provided that the granting of such requests does not result in additional cost and/or interfere with *bona fide* operational requirements.

18.12 For the purpose of Clause 18.12, the "*Christmas vacation period*" shall mean the Christmas Break (defined as December 15<sup>th</sup> to January 15<sup>th</sup>).

(a) In the application of Clause 18.10, employees shall submit their request for the Christmas vacation period by August 1<sup>st</sup> of each year. The employees in each unit/department will, in cooperation and consultation with the manager of the unit/department, formulate the Christmas vacation period schedule for employees in the unit/department. Such schedule shall be finalized and posted as soon as reasonably practicable, but not later than October 31<sup>st</sup>.

- (b) Once posted, the Christmas vacation period schedule shall only be changed by the mutual consent between the employee and the Employer or as deemed necessary due to *bona fide* operational requirements.
  - (c) Requests for vacation during the Christmas vacation period submitted after the Christmas vacation period schedule has been posted shall be approved on a first come, first served basis provided that the granting of such requests does not result in additional costs and/or interfere with *bona fide* operational requirements.
- 18.13 (a) In respect of vacation requests outside the summer vacation period and the Christmas vacation period, the Employer will reply to an employee's application for vacation leave within 21 calendar days of receipt.
- (b) A failure on the part of the Employer to comply with the provisions of subparagraph 18.13 (a) will be deemed to constitute approval of the employee's application for vacation leave.
  - (c) Once approved, a period of vacation leave will be cancelled or altered only for reasons of *bona fide* operational requirements.
- 18.14 Pursuant to Clauses 18.11, 18.12 and 18.13 above, the Employer shall reimburse the employee for any non-refundable contractual obligations forfeited as a result of the cancellation or alteration of previously approved vacation leave for reasons of *bona fide* operational requirements.
- 18.15 (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.
- 18.16 (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 18.16 (a) to be reimbursed for reasonable expenses incurred by him/her.
  - (c) Where an employee on vacation leave is recalled to duty, the employee will be entitled to one (1) extra day of vacation leave.

### 18.17 **Compassionate Care Leave Without Pay**

The Employer agrees to provide compassionate care up to eight (8) weeks to employees who qualify and meet the requirements set out in the Yukon Employment Standards Act as amended from time to time.

## 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.

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

- (a) The parties to this Collective Agreement recognize that attendance or participation at conferences, conventions, courses 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 courses or 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, that is to present on a specific topic at the convention or conference 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.
- (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 **Education Committee**

- (a) The parties to this Collective Agreement acknowledge the mutual benefits to be derived from education development. To this effect the parties agree that consultation will be held through the Education Committee.
- (b) The Education Committee shall be composed of two representatives from each party who shall meet at mutually satisfactory times. Committee meetings shall normally be held on the Employer's premises during working hours.
- (c) Employees forming the continuing membership of the Education Committee shall be protected against any loss of normal pay by reason of attendance at such meetings with the Employer, including reasonable travel time where applicable.
- (d) A list of names of the applicants to whom the Employer grants leave under Clause 19.02 will be provided to the Union representative on the Education Committee.
- (e) The Employer recognizes the use of such committee for the purpose of providing information, discussing the application of policy, promoting understanding and reviewing problems.



- (f) 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 1st, 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.

Employees hired after January 31, 2008 will not be eligible for the retirement provision set out above in this clause.

### **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) Subject to operational requirements, the Employer shall:
  - (i) (Applies to Clause 21.04 (a) (i) above only) not schedule the commencement of a shift within sixteen (16) hours of the completion of the employee's previous shift;
  - (ii) Avoid excessive fluctuations in hours of work;
  - (iii) Consider the wishes of the majority of employees concerned in the arrangement of shifts within a shift schedule;
  - (iv) 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) 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;

- (vi) 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) Schedule shifts on an 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 the employee is required to remain on the premises during the meal break, then the employee shall be paid:
- (i) Their straight-time rate for the time of the meal break, if the employee's meal break is not disrupted by having to perform work; or
  - (ii) Overtime at the rate of time and one half ( $1 \frac{1}{2}$ ) for the time of the meal break, if the employee's meal break is disrupted by having to perform work.
- (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, to provide written notice to the Presidents of the Locals Y025 and Y032 and the President of the Yukon Employees Union sixty (60) calendar days in advance of implementing any such changes. During this sixty (60) calendar day notice period, the Local Presidents and the President of the YEU may make representations to the Employer concerning the changes which the Employer proposes to implement.

The changes to which this provision applies are:

- (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.



- (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 judgment 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, 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

- (a) 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 rate, or banked and taken as compensatory leave at the applicable overtime rate, or a combination of both, at the employee's choice. For term and casual employees, overtime work shall be compensated in cash.

22.07 The Employer shall grant compensatory leave subject to operational requirements, and at a time convenient to both the employee and the Employer.

- 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.

### 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 five percent (5%) above his/her present salary; or
  - (ii) Receive five percent (5%) on his/her present salary, where the five percent (5%) 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.

- (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 ( $\frac{1}{2}$ ) of the period for which the employee's performance is evaluated.
- (c) An employee has the right to make written comments to be attached to the performance review form.

- 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.
- (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.



- (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 of the employee's headquarters 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 agrees to provide the Union with a copy of the Employer's Travel Policy once each year, upon request from the Union. The Employer agrees that during the term of this agreement, the Policy will not be adjusted in a manner which would reduce any of the allowance expenses provided for in the Policy.

## ARTICLE 25

## STAND BY, CALL BACK, REPORTING PAY AND TELEPHONE CALLS

### 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 ( $\frac{1}{2}$ ) 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, after they have completed their work for the day, or when an employee who is on stand-by duty is called back to work by the Employer at any time outside their normal working hours they 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. Casual and term employees will be compensated in cash (see clause 22.06).
- (c) Call-backs do not include the following situations:
  - (i) Where an employee is called back to work to replace an absent employee for the full extent of the absent employee's shift or to supplement the normal staff complement for a full shift;
  - (ii) Where an employee exercises an entitlement to refuse the work for which called;
  - (iii) Where an employee is called and/or required to return for the purpose of correcting an avoidable oversight or error that is thought to have been caused by the employee when she/he was at the Hospital.
- (d) An employee who is called back to the workplace shall be entitled to a transportation allowance in accordance with the Employer's travel policy.

#### 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.
- (c) Notwithstanding paragraphs (a) and (b) above, if an employee is called back to work within (3) hours of the start time of their next scheduled shift, the employee shall remain at work:
  - (i) For the duration of the call back period up to the start time of their scheduled shift, for which the employee shall be paid call back pay at the applicable overtime rates; and
  - (ii) For the duration of their scheduled shift, for which the employee shall be paid at their straight time rate of pay.

#### 25.08 Telephone Calls

Employees who are contacted by telephone outside of their normal working hours, and are asked to provide advice/information pertaining to hospital work shall receive compensation as follows:

- (a) Regular full-time employees shall be entitled to overtime in accordance with Article 22 and shall be paid at the applicable overtime rate;
- (b) Regular part-time employees who have worked the regular full-time daily hours specified for the particular classification held by the regular part-time employee shall be paid at the rate of time and one half for each completed fifteen (15) minutes, subject to a minimum fifteen (15) minute payment;
- (c) If the regular full-time employee is not entitled to overtime in accordance with Article 22, or the regular part-time employee has not worked the regular full-time daily hours specified for the particular classification held by the regular part-time employee, he/she shall be paid at straight time rates, subject to a minimum payment of fifteen (15) minutes;

- (d) Telephone advice does not include a situation where the employee is called for the purpose of correcting an avoidable oversight or error that is thought to have been caused by the employee when he/she was at the hospital.

## 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 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 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 (a) 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 shall notify the local representative of the Union that such discipline has occurred.

26.04 The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee the content of which the employee was not aware of at the time of filing or within a reasonable period thereafter.

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

26.06 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**  
  
The first level position which is excluded from the bargaining unit, responsible for the department (or in their absence as designated by the Executive Team).

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

Chief Executive Officer (or their designate).

- 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-eight (28) calendar 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 **twenty-one (21) calendar 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 **twenty-one (21) calendar 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.
- 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 the event that any time limit prescribed in Article 27 ends on a Saturday, Sunday or Designated Paid Holiday, the expiry of the time limit shall fall on the next business day.

**27.21 Policy Grievance**

- (a) A policy grievance shall be defined as a dispute involving a question of application or interpretation of any Article of this Agreement which arises between the Employer and the Union, and which does not directly affect an individual employee or a group of employees. A policy grievance seeks a declaratory decision concerning the proper application or interpretation of the Collective Agreement.
- (b) A policy grievance brought by the Union or the Employer shall be submitted to the other Party at Level 2 of the grievance procedure within twenty-eight (28) calendar days following the circumstance giving rise to the grievance.

**27.22 Employer Grievance**

- (a) The Employer shall have the right to file a grievance concerning its interpretation, application, or alleged violation of the Collective Agreement. A grievance brought by the Employer shall be submitted to the Union at Level 2 of the grievance procedure within twenty-eight (28) calendar days from when the Employer first becomes aware of the action or circumstances giving rise to the grievance.



## **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 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 15 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 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 familiarization period identified in Article 43 Probationary and Familiarization 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, and all regular hours not worked under the circumstances outlined in Clause 33.05. It also includes hours worked with Health & Welfare Canada and with Watson Lake Community Hospital prior to their respective transfer. Overtime hours are not included for the calculation of seniority.
- 33.02 The Employer shall maintain a seniority list which will also show the continuous service dates for the employees. In the event of more than one employee having the same total number of regular hours worked, seniority between those employees will be determined by the length of continuous service.
- 33.03 A seniority list for employees, as of December 31 of a given year, shall be posted on the PSAC union board by April 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;
- (d) 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;
- (e) 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 for a maximum period of two (2) years;

- (b) Any period of work-related disability leave with or without pay to a maximum period of one (1) year;
- (c) Maternity and/or parental leave;
- (d) The first month of any leave of absence without pay.

### 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.

34.05 Employees will be subject to layoff in reverse order of seniority within the affected job classification in the particular department at Whitehorse General Hospital or at Watson Lake Community Hospital, or at Dawson City Community Hospital, 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.

- 34.06 (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.

34.07 An employee who is given notice of a layoff shall, within ten (10) calendar days of receipt of such notice, elect one of the following options set out in sub-paragraphs (a), (b) or (c):

- (a) (i) Bump the most junior employee occupying a regular position in an equal job classification, within any department at the bumping employee's Headquarters area, providing that the bumping employee is qualified and can become competent to perform the work of the employee being bumped within a one month orientation period.
- (ii) An employee, who has no remaining option under sub-paragraph (i) to bump the most junior employee in an equal job classification within any department at his/her Headquarters area, may bump the most junior employee occupying a regular position in either:
- A An equal job classification within any department at another Headquarters area, or
- B A lower job classification within any department at the bumping employee's Headquarters area,
- providing that the bumping employee is qualified and can become competent to perform the work of the employee being bumped within a one month orientation period. If the laid-off employee bumps into a lower job classification, the employee will assume the new rate one month after assuming the position.
- (iii) An employee, who has no remaining bumping option under sub-paragraphs (i) and (ii) above, may bump the most junior employee occupying a regular position in a lower job classification within any department at another Headquarters area, providing that the bumping employee is qualified and can become competent to perform the work of the employee being bumped within a one month orientation period. If the laid-off employee bumps into a lower job classification, the employee will assume the new rate one month after assuming the position.
- (b) Accept lay-off with right of recall; or
- (c) Accept lay-off without right of recall.

Employees who fail to demonstrate competence to perform the work of the bumped employee within the orientation period will be required to elect one of the options set out in sub-paragraphs (b) or (c).

34.08 An employee who is bumped in the application of Clause 34.07 will, within ten (10) calendar days of receipt of notice of lay-off pursuant to Clause 34.06 (a), make one of the elections set out therein.

34.09 An employee who fails to notify the Employer of the option chosen pursuant to Clause 34.07 will be deemed to have elected lay-off without the right of recall.

34.10 Employees who are subject to lay-off shall be provided the first opportunity for the appointment to any new or vacant positions in an equal or lower job classification which arise during the notice period, without posting, provided that the employee is qualified to perform the work or could become qualified within a three month orientation period. The

employee shall, within ten (10) calendar days of being advised of the new or vacant position, advise the Employee whether the employee will accept the appointment to the new or vacant position. An employee who fails to notify the Employer within the ten (10) calendar day period will be deemed to have declined the appointment.

## **RIGHT OF RECALL**

34.11 Employees who have elected lay-off with the right of recall shall retain their seniority status and have the right of recall for a period of one year from the date of lay-off.

34.12 Employees, who

(a) Elect lay-off with the right of recall pursuant to Clause 34.07 (b), or

(b) Bump another employee pursuant to Clause 34.07 (a),

shall be recalled in order of seniority to their former position within their department at their Headquarters area if and when such position becomes available within the one year period in Clause 34.11.

34.13 The Employer will advise laid off employees of any vacant or newly created positions in an equal or lower job classification.

34.14 Employees who have elected lay-off with the right of recall shall be provided the first opportunity for recall to any new or vacant positions in an equal or lower job classification, without posting, provided that the employee is qualified to perform the work or could become qualified within a three month orientation period. The employee shall, within ten (10) calendar days of being advised of the vacant or newly created position pursuant to Clause 34.13, advise the Employer whether the employee will accept the recall to the new or vacant position. An employee who fails to notify the Employer within the ten (10) calendar day period will be deemed to have declined the recall.

34.15 (a) 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 Clause 34.11 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.

- 34.16 (a) 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.
- (b) To remain eligible for recall, laid off employees must ensure that the Employer is provided with their addresses and changes thereto.

## **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 its 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;
  - (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 position 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, demonstrated ability and personal suitability. 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.
  - (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 familiarization 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 pursuant to Article 27, but must do so within fourteen (14) calendar days of being advised of the decision. Prior to the arbitration process the Employer, with the Union, will conduct an immediate review of the issue including a review of all appropriate information which was considered.

All reasonable steps will be taken to expedite the issue to arbitration. The arbitrator shall have the 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. 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.

36.11 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.

- 36.12 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.
- 36.13 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 therefore 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 36.03 to 36.06 of this article.

**ARTICLE 37****WAGE RATES AND POSITION SCHEDULES**

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

**ARTICLE 38                      SHIFT PREMIUMS**

**38.01 Evening Premium:**

- (a) A shift work employee will receive a shift premium of three dollars and twenty five cents (\$3.25) 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.

**38.02 Weekend Premium:**

- (a) Employees shall receive an additional premium of three dollars and twenty five cents (\$3.25) per hour for work on a Saturday and/or Sunday for 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 Effective April 1, 2011, 100% of the premium of an extended health plan providing vision care to a maximum of \$300 per person every twenty-four (24) months, supplementary medical benefits, \$25 calendar year deductible, 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 with no annual or lifetime maximum; 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) Effective April 1, 2011, seventy percent (70%) of the current approved schedule of fees for orthodontic services to a lifetime maximum of two thousand five hundred dollars (\$2,500.00) 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 2nd, 1993 to pay 50% of the premium.

The Employee will pay the premium cost specified below to provide the following insurance benefits.

- (e) Group Life One hundred percent (100%) of the premium of a life insurance plan paying two (2) times the employee's basic annual salary.

In order for employees to become eligible for LTD and Group Life coverage noted above, the employee must have been employed for 90 calendar days.

- 39.02 (a) In regard to the Plans listed in Article 39.01, all benefit plan coverage, terms, conditions and specific eligibility requirements shall at all times be subject to and governed by the actual terms and conditions of the Plans provided by the carrier(s), as may be amended from time-to-time by the carrier(s).
- (b) Provided that the Employer fulfills its responsibility to pay its share of the premiums for the applicable benefit coverage, the Employer cannot be held responsible or liable for the rejection of any claim by the carrier(s).
- (c) The level of specific benefits to which employees are entitled will not be decreased during the term of the collective agreement without the agreement of the Union.

## ARTICLE 40            PENSION PLAN

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

40.02 (a) Subject to paragraph (b) below, the Parties agree that the Yukon Hospital Corporation Employees' Pension Plan will remain a Defined Benefit Plan for any employee covered by the Collective Agreement who is participating in the Pension Plan.

(b) In the event a revision to the current Pension Plan is contemplated which may change the Pension Plan from being a Defined Benefit Plan, Article 40.03 will apply.

40.03 The Employer agrees to provide written notice to the Presidents of Locals Y025 and Y032 and the President of the Yukon Employees Union (YEU) of any revision(s) to the Yukon Hospital Corporation Employees' Pension Plan referred to in Clause 40.01 above, which will affect employees covered by the Collective Agreement, sixty (60) calendar days in advance of implementing any such revision(s). During the sixty (60) calendar day notice period, the Local Presidents and the President of the YEU:

(a) Shall be entitled to make a written representation to the Board of Trustees, with a copy to the Employer, concerning the proposed revisions, or

(b) May request, subject to the agreement of the Board of Trustees, to make a verbal representation to the Board of Trustees concerning the proposed revisions.

## 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.

(a) 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 two hundred and forty two dollars (\$2,242.00). 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. \$2,242.00 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 one hundred percent (100%) 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 FAMILIARIZATION PERIOD EMPLOYEES**

### **43.01 Probationary Period**

- (a) Newly hired employees will serve a probationary period of 980 straight time hours worked up to a maximum of one year.
- (b) Employment may be terminated at any time during the probationary period. Only factors that can reasonably be expected to affect work performance will be considered.
- (c) During the probationary period, the employee will be provided with orientation, training and guidance to ensure that duties and performance standards are understood.
- (d) The probationary period may be extended, at the option of the Employer, where there are reasonable grounds to presume that the employee has not been provided with a reasonable opportunity to meet performance standards. The Employer will advise the President of the local executive in writing of any extension to an employee's probationary period.

### **43.02 Familiarization Period**

- (a) Employees who are the successful candidate for a new or vacant position filled in accordance with the job posting procedures set out in clauses 36.03 to 36.07 of Article 36 shall be required to undergo a familiarization period of 490 straight time hours to a maximum of three calendar months.
- (b) During the familiarization period, the employee will be provided with orientation, training and guidance to ensure that duties and performance standards are understood.
- (c) The familiarization period may be extended, at the option of the Employer, where there are reasonable grounds to presume that the employee has not been provided with a reasonable opportunity to meet performance standards. The Employer will advise the President of the local executive in writing of any extension to an employee's familiarization period.

43.03 Where seniority applies, upon successful completion of probation or familiarization period the employee's seniority shall be calculated to include the time served in probationary or familiarization status.

43.04 Unless otherwise notified by the Employer in writing, an employee shall be deemed to have successfully completed their probationary or familiarization period.

### **43.05 Mid Point Evaluation**

Not later than the mid point in the probation or familiarization 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 short fall, the Employer will review the shortfall with the employee and provide guidance for improvement.

- 43.06 If at any time during the familiarization period the Employer determines that the employee will not satisfy the job requirements, the employee will be returned to their former position provided that the position has not been filled. If that position has been filled the employee will be offered the first available position at a level equivalent to his/her previous position for which the employee is qualified. If no position exists at the time the employee will be assigned appropriate work duties by the employer until such time as a position for which the employee is qualified becomes available.

If at any time during a familiarization period the employee determines that she/he will not satisfy the job requirements and requests in writing a return to his/her former position, the employee will be returned.

## **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.

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

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

- (a) When a regular part-time employee is called back to work, they shall be paid a minimum of three (3) hours at the applicable rate of pay set out in paragraphs (b) and (c) or (d) below:
- (b) If the call back occurs in a day where the employee is scheduled to work and they have worked the same number of regular hours that a regular full-time employee in the same classification has worked during that day, the employee shall be paid at the applicable overtime rates.
- (c) If the call back occurs in a day where the employee is not scheduled to work and they have worked the same number of regular hours that a regular full-time employee in the same classification has worked during that week, the employee shall be paid at the applicable overtime rates.
- (d) If the call back occurs in a day other than in the circumstances set out in paragraphs (b) or (c) above, the employee shall be paid call back pay at their straight time rate.

#### 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 are 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
- 39     Benefits (except as provided in Plan Text)
- 42     Registration Fees
- 53     Deferred Salary Leave Plan

### **45.04 Hours of Work**

- (a)    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.

#### 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.

45.11 Term employees greater than three (3) months are required to enroll for extended health and dental benefits. The cost of these benefits will be paid by the Employer. Term employees are not eligible for Group Life or LTD coverage.

45.12 Earned but unused Sick Leave Credits shall be restored to an employee whose employment was terminated, due to the end of a specified period of employment, and who is rehired by the employer within twelve (12) months from the end of the initial appointment.

## 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
- 39 Benefits (except as provided in Plan Text)
- 40 Pension Plan (except as provided in the Plan text)



- 42 Registration Fees
- 44 Regular Part Time Employees (Except that Clauses 44.02, 44.03 & 44.04 are applicable)
- 53 Deferred Salary Leave Plan

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 (a) 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 does not work for a period of one (1) year or more, or is no longer permanently residing in the Yukon, they will cease to be employed.
- (b) Once a shift is accepted by a casual employee, they will require reasonable reasons to cancel the shift, which reasons may be required to be stated in writing.

#### 46.14 **Casual Premium**

A casual employee shall be paid one dollar and fifty cents (\$1.50) per regular hour worked in lieu of all health and welfare benefits and leave entitlements otherwise provided to other employees.

**ARTICLE 47****RESTRICTIONS ON OUTSIDE EMPLOYEMENT**

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 the employee, the Employer shall provide a work reference letter to the employee, indicating length of service, principal duties and responsibilities.

## **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 Employees may be required to undergo vaccination, inoculation and other immunization against communicable diseases where there is a risk of incurring such diseases in the performance of their duties. Exemptions may be allowed upon provision of:

- (a) A medical certificate certifying that there are medical grounds for an exemption;  
or
- (b) Written evidence in support of an objection based on religious grounds.

**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**

52.01 Employees who so qualify shall, upon application, be paid the education allowance set out in this article, subject to the following conditions:

- (a) The training is over and above the required qualifications in the employee's position description and the training is utilized in the performance of the employee's employment duties set out in the employee's position description.
- (b) 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.
- (c) The education allowance is not cumulative and an employee shall be paid only the highest allowance for which eligible.

52.02 For employees who qualify, the amount of education allowance shall be:

	<b>Per Year</b>	<b>Per Hour</b>
(a) Recognized specialty course of 3 to 6 months	\$ 255	\$0.13
(b) Recognized specialty course of 7 to 12 month	\$ 390	\$0.20
(c) One year certification course	\$ 710	\$0.36
(d) Bachelor's degree	\$ 875	\$0.45
(e) Master's Degree	\$ 1,200	\$0.61

52.03 Part-time, term and casual employees who so qualify will be entitled to the education allowance on an hourly but not annual basis for all paid hours.

52.04 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 PLAN**

53.01 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

## COMMUNITY BENEFITS AND ALLOWANCES

54.01 The Parties acknowledge that the Employer has issued a Human Resources policy ("Policy HR-35" dated October 27, 2010) entitled "Community Benefits and Allowances" which applies to specified employees headquartered in remote communities outside the Greater City of Whitehorse area in the Yukon Territory. Amongst other things, Policy HR-35 addresses the following benefits and allowances:

(a) Relocation and Exit Benefits;

(b) Remote Living Allowance;

(c) Travel days.

(Note: For the purpose of this Article, the above 3 benefits and allowances shall collectively be referred to as the "Community Benefits and Allowances".)

54.02 The Employer agrees to provide written notice to the Presidents of Locals Y025 and Y032 and the President of the Yukon Employees Union (YEU) of any revision(s) to Policy HR-35 in regard to any of the Community Benefits and Allowances referred to in Article 54.01, which will affect employees covered by the Collective Agreement, thirty (30) calendar days in advance of implementing any such revision(s). During this thirty (30) calendar day notice period, the Local Presidents and the President of the YEU may make representations to the Employer concerning the revision(s) which the Employer proposes to implement.

54.03 An employee who is covered by any/all of the Community Benefits and Allowance referred to in Article 54.01 shall be entitled to file and advance a grievance pursuant to Article 27 (Processing of Grievances) and Article 28 (Arbitration Procedure) regarding the Employer's interpretation, application, administration or alleged contravention, vis-à-vis that employee, of the applicable Community Benefits and Allowances provisions which were in effect at the time of the circumstances upon which the employee's grievance is based.

**ARTICLE 55****PRECEPTORING PREMIUM**

55.01 The Employer shall establish a roster on which employees may indicate their interest in performing preceptoring duties with approved post-secondary students.

55.02 The Employer shall first consider assigning preceptoring duties, on a seniority basis, to qualified employees who are on the roster referred to in Article 55.01.

55.03 An Employee assigned preceptoring duties with an approved post-secondary student by the Employer shall receive a premium of forty cents (\$0.40) per hour, including any overtime hours that the employee is performing the preceptoring duties.

**ARTICLE 56****INDEMNITY**

56.01 The Hospital agrees to defend, indemnify and hold harmless the employee from any claims, demands or proceedings, but only to the extent caused by or arising out of the employee's acts or omissions made in the course of employment with the Hospital and only to the extent of the insurance and defense provided by the commercial general liability and professional liability insurance coverage placed by the Hospital.

The Hospital agrees to maintain, throughout the term of this Agreement, commercial general liability and professional liability insurance with reasonable limits.

**ARTICLE 57 DURATION**

56.02 (a) This Collective Agreement shall come into force and effect on September 1st, 2014, unless otherwise specified in the Agreement. This Agreement shall remain in force and effect until August 31st, 2017 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.

57.02 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.

57.03 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 \_\_\_\_\_, 2015.

**THE PUBLIC SERVICE ALLIANCE,  
LOCAL Y025 & Y032**

**YUKON HOSPITAL  
CORPORATION**

\_\_\_\_\_  
Jack Bourassa,  
PSAC Regional Executive Vice President North

\_\_\_\_\_  
Craig Tuton, Chair

\_\_\_\_\_  
Simonne Chalifoux, Committee Member

\_\_\_\_\_  
Jason Bilsky, Chief Executive Officer

\_\_\_\_\_  
Keri Moore, Committee Member

\_\_\_\_\_  
Kelly Steele, Chief Financial Officer

\_\_\_\_\_  
Leslie Sofko, Committee Member

\_\_\_\_\_  
Roxane Larouche, Director Human Resources

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Roma Walker, Committee Member

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Karen Girling, Director Allied Patient Services

\_\_\_\_\_  
Jamie Webber, Committee Member

\_\_\_\_\_  
Bobbi Jo Schwantz, Manager Human Resources

\_\_\_\_\_  
Erna Post, PSAC Negotiator

**Negotiated by:**

**On Behalf of the Union**

Steve Geick  
Simonne Chalifoux  
Keri Moore  
Leslie Sofko  
Roma Walker  
Jamie Webber  
Erna Post

**On Behalf of YHC**

Craig Tuton, Chair  
Jason Bilsky, Chief Executive Officer  
Kelly Steele, Chief Financial Officer  
Roxane Larouche, Director Human Resources  
Karen Girling, Director Allied Patient Services  
Bobbi Jo Schwantz, Manager Human Resources

**Summary of Negotiated Package**

Year 1 Effective September 1, 2014, wage rates shall be increased by 2%

Year 2 Effective September 1, 2015, wage rates shall be increased by 1.75%

Year 3 Effective September 1, 2016, wage rates shall be increased by 1%

**Article 38 Shift Premiums**

Evening

Effective April 1, 2015 - \$3.25

Weekend

Effective April 1, 2015 - \$3.25

## SCHEDULE A:

### PSAC SALARY SCHEDULE - SEPTEMBER 1, 2014 TO AUGUST 31, 2015

Plus 2.0 % - Effective September 1, 2014

	Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Hourly	1	23.09280	24.01651	24.97718	25.97627	27.01531	28.09593	29.21977
Bi-weekly		1,731.96	1,801.24	1,873.29	1,948.22	2,026.15	2,107.19	2,191.48
Monthly		3,765.28	3,915.89	4,072.53	4,235.43	4,404.85	4,581.04	4,764.28
Annually		45,183.38	46,990.71	48,870.35	50,825.17	52,858.17	54,972.50	57,171.39
Hourly	2	23.87721	24.83230	25.82559	26.85862	27.93296	29.05028	30.21229
Bi-weekly		1,790.79	1,862.42	1,936.92	2,014.40	2,094.97	2,178.77	2,265.92
Monthly		3,893.18	4,048.91	4,210.86	4,379.30	4,554.47	4,736.65	4,926.11
Annually		46,718.15	48,586.88	50,530.35	52,551.57	54,653.63	56,839.78	59,113.36
Hourly	3	24.80847	25.80081	26.83284	27.90616	29.02240	30.18330	31.39063
Bi-weekly		1,860.64	1,935.06	2,012.46	2,092.96	2,176.68	2,263.75	2,354.30
Monthly		4,045.02	4,206.82	4,375.09	4,550.10	4,732.10	4,921.39	5,118.24
Annually		48,540.26	50,481.86	52,501.14	54,601.18	56,785.23	59,056.64	61,418.91
Hourly	4	25.93602	26.97347	28.05241	29.17450	30.34148	31.55514	32.81735
Bi-weekly		1,945.20	2,023.01	2,103.93	2,188.09	2,275.61	2,366.64	2,461.30
Monthly		4,228.87	4,398.02	4,573.95	4,756.90	4,947.18	5,145.07	5,350.87
Annually		50,746.43	52,776.28	54,887.34	57,082.83	59,366.14	61,740.79	64,210.42
Hourly	5	27.30860	28.40095	29.53698	30.71846	31.94720	33.22509	34.55409
Bi-weekly		2,048.14	2,130.07	2,215.27	2,303.88	2,396.04	2,491.88	2,591.56
Monthly		4,452.67	4,630.77	4,816.01	5,008.64	5,208.99	5,417.35	5,634.04
Annually		53,432.00	55,569.29	57,792.06	60,103.74	62,507.89	65,008.21	67,608.53
Hourly	6	28.92534	30.08235	31.28565	32.53708	33.83856	35.19210	36.59978
Bi-weekly		2,169.40	2,256.18	2,346.42	2,440.28	2,537.89	2,639.41	2,744.98
Monthly		4,716.28	4,904.93	5,101.12	5,305.17	5,517.38	5,738.07	5,967.59
Annually		56,595.32	58,859.13	61,213.49	63,662.04	66,208.53	68,856.87	71,611.13
Hourly	7	30.88600	32.12144	33.40630	34.74255	36.13225	37.57754	39.08064
Bi-weekly		2,316.45	2,409.11	2,505.47	2,605.69	2,709.92	2,818.32	2,931.05
Monthly		5,035.96	5,237.40	5,446.90	5,664.77	5,891.36	6,127.02	6,372.10
Annually		60,431.54	62,848.81	65,362.77	67,977.28	70,696.37	73,524.22	76,465.19
Hourly	8	33.23849	34.56803	35.95075	37.38877	38.88433	40.43970	42.05728
Bi-weekly		2,492.89	2,592.60	2,696.31	2,804.16	2,916.32	3,032.98	3,154.30
Monthly		5,419.54	5,636.32	5,861.77	6,096.24	6,340.09	6,593.69	6,857.44
Annually		65,034.42	67,635.80	70,341.23	73,154.87	76,081.07	79,124.32	82,289.28
Hourly	9	36.08173	37.52500	39.02600	40.58704	42.21052	43.89894	45.65490
Bi-weekly		2,706.13	2,814.37	2,926.95	3,044.03	3,165.79	3,292.42	3,424.12
Monthly		5,883.13	6,118.45	6,363.19	6,617.72	6,882.42	7,157.72	7,444.03
Annually		70,597.50	73,421.41	76,358.26	79,412.60	82,589.10	85,892.67	89,328.37
Hourly	10	39.46365	41.04220	42.68388	44.39124	46.16689	48.01357	49.93411
Bi-weekly		2,959.77	3,078.16	3,201.29	3,329.34	3,462.52	3,601.02	3,745.06
Monthly		6,434.55	6,691.93	6,959.61	7,237.99	7,527.51	7,828.61	8,141.76
Annually		77,214.58	80,303.16	83,515.28	86,855.90	90,330.14	93,943.34	97,701.07
Hourly	11	43.53181	45.27308	47.08401	48.96737	50.92606	52.96310	55.08163
Bi-weekly		3,264.89	3,395.48	3,531.30	3,672.55	3,819.45	3,972.23	4,131.12
Monthly		7,097.86	7,381.78	7,677.05	7,984.13	8,303.49	8,635.63	8,981.06
Annually		85,174.33	88,581.31	92,124.57	95,809.55	99,641.93	103,627.61	107,772.71

NOTE: Salaries are based on a thirty-seven and one half (37½) hour work week

## SCHEDULE B:

PSAC SALARY SCHEDULE – September 1, 2015 – August 31, 2016

Plus 1.75% - Effective September 1, 2015

	Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Hourly	1	23.49693	24.43680	25.41428	26.43085	27.48808	28.58761	29.73111
Bi-weekly		1,762.27	1,832.76	1,906.07	1,982.31	2,061.61	2,144.07	2,229.83
Monthly		3,831.17	3,984.42	4,143.80	4,309.55	4,481.93	4,661.21	4,847.66
Annually		45,974.09	47,813.05	49,725.58	51,714.61	53,783.18	55,934.51	58,171.89
Hourly	2	24.29506	25.26687	26.27754	27.32864	28.42179	29.55866	30.74100
Bi-weekly		1,822.13	1,895.01	1,970.82	2,049.65	2,131.63	2,216.90	2,305.58
Monthly		3,961.31	4,119.76	4,284.55	4,455.94	4,634.17	4,819.54	5,012.32
Annually		47,535.72	49,437.15	51,414.63	53,471.22	55,610.07	57,834.47	60,147.85
Hourly	3	25.24262	26.25232	27.30242	28.39451	29.53029	30.71150	31.93997
Bi-weekly		1,893.20	1,968.92	2,047.68	2,129.59	2,214.77	2,303.36	2,395.50
Monthly		4,115.81	4,280.44	4,451.66	4,629.73	4,814.91	5,007.51	5,207.81
Annually		49,389.71	51,365.29	53,419.91	55,556.71	57,778.97	60,090.13	62,493.74
Hourly	4	26.38990	27.44550	28.54332	29.68506	30.87246	32.10735	33.39165
Bi-weekly		1,979.24	2,058.41	2,140.75	2,226.38	2,315.43	2,408.05	2,504.37
Monthly		4,302.87	4,474.99	4,653.99	4,840.15	5,033.75	5,235.10	5,444.51
Annually		51,634.49	53,699.87	55,847.87	58,081.78	60,405.05	62,821.25	65,334.10
Hourly	5	27.78650	28.89796	30.05388	31.25603	32.50628	33.80653	35.15879
Bi-weekly		2,083.99	2,167.35	2,254.04	2,344.20	2,437.97	2,535.49	2,636.91
Monthly		4,530.59	4,711.81	4,900.29	5,096.30	5,300.15	5,512.15	5,732.64
Annually		54,367.06	56,541.75	58,803.42	61,155.56	63,601.78	66,145.85	68,791.68
Hourly	6	29.43153	30.60879	31.83314	33.10648	34.43074	35.80796	37.24028
Bi-weekly		2,207.36	2,295.66	2,387.49	2,482.99	2,582.31	2,685.60	2,793.02
Monthly		4,798.81	4,990.76	5,190.39	5,398.01	5,613.93	5,838.49	6,072.03
Annually		57,585.74	59,889.16	62,284.73	64,776.13	67,367.18	70,061.86	72,864.33
Hourly	7	31.42650	32.68356	33.99091	35.35055	36.76457	38.23515	39.76456
Bi-weekly		2,356.99	2,451.27	2,549.32	2,651.29	2,757.34	2,867.64	2,982.34
Monthly		5,124.09	5,329.05	5,542.22	5,763.91	5,994.46	6,234.24	6,483.61
Annually		61,489.10	63,948.66	66,506.61	69,166.88	71,933.55	74,810.89	77,803.33
Hourly	8	33.82016	35.17297	36.57989	38.04308	39.56480	41.14739	42.79329
Bi-weekly		2,536.51	2,637.97	2,743.49	2,853.23	2,967.36	3,086.05	3,209.50
Monthly		5,514.38	5,734.95	5,964.35	6,202.92	6,451.04	6,709.08	6,977.45
Annually		66,172.53	68,819.43	71,572.20	74,435.08	77,412.49	80,508.99	83,729.34
Hourly	9	36.71316	38.18168	39.70895	41.29731	42.94920	44.66717	46.45386
Bi-weekly		2,753.49	2,863.63	2,978.17	3,097.30	3,221.19	3,350.04	3,484.04
Monthly		5,986.08	6,225.52	6,474.54	6,733.53	7,002.87	7,282.98	7,574.30
Annually		71,832.96	74,706.28	77,694.53	80,802.32	84,034.41	87,395.79	90,891.62
Hourly	10	40.15426	41.76043	43.43085	45.16809	46.97481	48.85380	50.80795
Bi-weekly		3,011.57	3,132.03	3,257.31	3,387.61	3,523.11	3,664.04	3,810.60
Monthly		6,547.15	6,809.04	7,081.40	7,364.66	7,659.24	7,965.61	8,284.24
Annually		78,565.83	81,708.47	84,976.80	88,375.88	91,910.91	95,587.35	99,410.84
Hourly	11	44.29361	46.06536	47.90798	49.82430	51.81727	53.88996	56.04556
Bi-weekly		3,322.02	3,454.90	3,593.10	3,736.82	3,886.29	4,041.75	4,203.42
Monthly		7,222.07	7,510.96	7,811.40	8,123.85	8,448.81	8,786.76	9,138.23
Annually		86,664.88	90,131.49	93,736.74	97,486.22	101,385.66	105,441.09	109,658.74

NOTE: Salaries are based on a thirty-seven and one half (37½) hour work week



## SCHEDULE C:

PSAC SALARY SCHEDULE – September 1, 2016 – August 31, 2017

Plus 1% - Effective September 1, 2016

	Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Hourly	1	23,731.90	24,681.17	25,668.42	26,695.16	27,762.96	28,873.48	30,028.42
Bi-weekly		1,779.89	1,851.09	1,925.13	2,002.14	2,082.22	2,165.51	2,252.13
Monthly		3,869.49	4,024.27	4,185.24	4,352.65	4,526.75	4,707.82	4,896.13
Annually		46,433.83	48,291.18	50,222.83	52,231.75	54,321.02	56,493.86	58,753.61
Hourly	2	24,538.01	25,519.53	26,540.31	27,601.93	28,706.01	29,854.25	31,048.41
Bi-weekly		1,840.35	1,913.97	1,990.52	2,070.14	2,152.95	2,239.07	2,328.63
Monthly		4,000.92	4,160.96	4,327.40	4,500.49	4,680.51	4,867.73	5,062.44
Annually		48,011.08	49,931.52	51,928.78	54,005.93	56,166.17	58,412.82	60,749.32
Hourly	3	25,495.05	26,514.84	27,575.44	28,678.46	29,825.59	31,018.62	32,259.37
Bi-weekly		1,912.13	1,988.61	2,068.16	2,150.88	2,236.92	2,326.40	2,419.45
Monthly		4,156.97	4,323.25	4,496.18	4,676.02	4,863.06	5,057.59	5,259.89
Annually		49,883.61	51,878.94	53,954.11	56,112.27	58,356.76	60,691.03	63,118.67
Hourly	4	26,653.80	27,719.96	28,828.76	29,981.91	31,181.18	32,428.43	33,725.57
Bi-weekly		1,999.04	2,079.00	2,162.16	2,248.64	2,338.59	2,432.13	2,529.42
Monthly		4,345.90	4,519.74	4,700.53	4,888.55	5,084.09	5,287.46	5,498.95
Annually		52,150.83	54,236.87	56,406.35	58,662.60	61,009.10	63,449.46	65,987.44
Hourly	5	28,064.36	29,186.94	30,354.42	31,568.59	32,831.34	34,144.59	35,510.37
Bi-weekly		2,104.83	2,189.02	2,276.58	2,367.64	2,462.35	2,560.84	2,663.28
Monthly		4,575.89	4,758.93	4,949.29	5,147.26	5,353.15	5,567.28	5,789.97
Annually		54,910.73	57,107.17	59,391.46	61,767.11	64,237.80	66,807.31	69,479.60
Hourly	6	29,725.85	30,914.88	32,151.48	33,437.54	34,775.04	36,166.04	37,612.68
Bi-weekly		2,229.44	2,318.62	2,411.36	2,507.82	2,608.13	2,712.45	2,820.95
Monthly		4,846.80	5,040.67	5,242.30	5,451.99	5,670.07	5,896.87	6,132.75
Annually		58,161.60	60,488.06	62,907.58	65,423.89	68,040.85	70,762.48	73,592.97
Hourly	7	31,740.77	33,010.40	34,330.82	35,704.05	37,132.21	38,617.50	40,162.20
Bi-weekly		2,380.56	2,475.78	2,574.81	2,677.80	2,784.92	2,896.31	3,012.17
Monthly		5,175.33	5,382.35	5,597.64	5,821.55	6,054.41	6,296.58	6,548.45
Annually		62,103.99	64,588.15	67,171.68	69,858.55	72,652.89	75,559.00	78,581.36
Hourly	8	34,158.36	35,524.70	36,945.68	38,423.51	39,960.45	41,558.87	43,221.22
Bi-weekly		2,561.88	2,664.35	2,770.93	2,881.76	2,997.03	3,116.92	3,241.59
Monthly		5,569.52	5,792.30	6,023.99	6,264.95	6,515.55	6,776.17	7,047.22
Annually		66,834.25	69,507.62	72,287.93	75,179.43	78,186.62	81,314.08	84,566.64
Hourly	9	37,080.29	38,563.50	40,106.04	41,710.28	43,378.69	45,113.84	46,918.40
Bi-weekly		2,781.02	2,892.26	3,007.95	3,128.27	3,253.40	3,383.54	3,518.88
Monthly		6,045.94	6,287.78	6,539.29	6,800.86	7,072.90	7,355.81	7,650.04
Annually		72,551.29	75,453.35	78,471.48	81,610.34	84,874.75	88,269.75	91,800.53
Hourly	10	40,555.81	42,178.04	43,865.16	45,619.77	47,444.56	49,342.34	51,316.03
Bi-weekly		3,041.69	3,163.35	3,289.89	3,421.48	3,558.34	3,700.68	3,848.70
Monthly		6,612.62	6,877.13	7,152.21	7,438.30	7,735.84	8,045.27	8,367.08
Annually		79,351.49	82,525.55	85,826.57	89,259.64	92,830.02	96,543.23	100,404.95
Hourly	11	44,736.55	46,526.01	48,387.06	50,322.54	52,335.44	54,428.86	56,606.01
Bi-weekly		3,355.24	3,489.45	3,629.03	3,774.19	3,925.16	4,082.16	4,245.45
Monthly		7,294.29	7,586.07	7,889.51	8,205.09	8,533.29	8,874.63	9,229.61
Annually		87,531.53	91,032.80	94,674.11	98,461.08	102,399.52	106,495.50	110,755.32

NOTE: Salaries are based on a thirty-seven and one half (37½) hour work week

**Position Schedule D: Whitehorse General Hospital**

**PSAC - Year 2014-2017**

<b>Department</b>	<b>POSITION NAME</b>	<b>SALARY LEVEL</b>
Health Records	Administration Assistant – Admissions and Discharges	4
Nutrition Food Services	Administrative Assistant – DEC/NFS Outpatient Services	3
First Nations Health Program	Administrative Assistant – First Nations Health Program	4
Medical Imaging	Administrative Assistant – Medical Imaging	3
Medical Laboratory Services	Administrative Assistant - Medical Laboratory Services	3
QI Risk Management	Administrative Assistant - Quality Improvement/Risk Management	4
Specialist Clinic	Administrative Assistant – Specialist Clinic	4
Therapy Services	Administrative Assistant – Therapy Services	3
Nursing Administration	Cancer Care Navigator	7
Medical Imaging	Charge Technologist	9
Nutrition Food Services	Cook	5
First Nations Health Program	Cultural Education Coordinator	6
Environment & Maintenance Services	Custodial Worker	1
Nutrition Food Services	Dietary Aide	2
Nutrition Food Services	Dietary Technician	5
Environment & Maintenance Service	Electrician	7
Environment & Maintenance Services	Facility & Residence Clerk	3
Finance	General Accounting Clerk	6
Finance	Financial Assistant - Billing & Accounts Receivable	3
First Nations Health Program	First Nations Community Liaison Discharge Planner	8
First Nations Health Program	First Nations Health & Social Liaison Worker	8
First Nations Health Program	First Nations Cultural Programs Coordinator	8
Communications	French Language Service Coordinator	6
Human Resources	General Administration Clerk	2
Health Records	Health Records Clerk	3
Health Records	Health Records Technician	6
Health Records	Health Records Transcriptionist	3

Finance	Finance Clerk	2
Human Resources	Human Resources Assistant	4
Human Resources	Human Resources Specialist	7
Information Systems	Information Systems Management Analyst	9
Environment & Maintenance Services	Laundry Worker	1
Nursing Administration	Licensed Practical Nurse	7
Facility & Security Services	Maintenance Engineer	7
Environment & Maintenance Services	Maintenance Worker	4
Medical Imaging	Medical Radiation Technologist - Mammography	8
Medical Laboratory Services	Medical Laboratory Assistant	6
Medical Laboratory Services	Medical Laboratory Information Systems Technologist	9
Medical Laboratory Services	Medical Laboratory Technologist	8
Medical Laboratory Services	Medical Laboratory Technologist 2	9
Obstetrical Clinic	Medical Office Assistant	4
Medical Imaging	Medical Radiation Technologist - Radiological Technologist	8
Medical Imaging	Medical Radiation Technologist - Computed Tomography	8
Medical Imaging	Medical Radiation Technologist - Magnetic Resonance Imaging	9
Pharmacy	Medication Reconciliation Pharmacy Technician 2	5
Medical Laboratory Services	Microbiology Charge Technologist	9
Information Systems	Network Analyst	8
Nursing Administration	Nursing Unit Clerk	4
Medical Imaging	PACS & RIS Administrator	9
Finance	Payroll/Pension Plan Administrator	7
Finance	Payroll Clerk	6
Pharmacy	Pharmacy Purchasing & Inventory Control Clerk	4
Pharmacy	Pharmacy Technician I	4
Pharmacy	Pharmacy Technician II	5
Environment & Maintenance Services	Preventative Maintenance Engineer	7
Materiel Management	Procurement Officer	4
Information Systems	Programmer Analyst	8
Medical Laboratory Services	Quality Assurance Charge Technologist	9
Therapy Services	Therapy Assistant	4

Facility& Security Services	Security Officer	3
Materiel Management	Senior Procurement Officer	5
Nursing Administration	SPD Technician	3
Nutrition Food Services	Supervisor, Nutrition Services	7
Information Systems	Technical Analyst	7
Materiel Management	Transport Services Worker	3
Medical Imaging	Ultrasound Technologist	8
Medical Imaging	Ultrasound/Medical Radiological Technologist	9
Materiel Management	Warehouse Person	3

**Position Schedule E: Watson Lake Community Hospital**

**PSAC - Year 2014 - 2017**

<b>Department</b>	<b>POSITION NAME</b>	<b>SALARY LEVEL</b>
Administration	Administrative Assistant	3
Health Records	Admissions & Discharges/Medical Records Clerk	3
Medical Lab/Medical Imaging	Combined Laboratory Xray Technologist	8
Nutrition Services	Cook	3
Environmental Services	Custodial Worker	1
First Nations Health Program	First Nations Health & Social Liaison Worker	8
Medical	Hospital Care Attendant	4
Medical	Licensed Practical Nurse	7
Administration	Support Services Supervisor	7

**Position Schedule F: Dawson City Community Hospital  
PSAC - Year 2014 - 2017**

<b>Department</b>	<b>POSITION NAME</b>	<b>SALARY LEVEL</b>
Administration	Administrative Assistant	3
Admissions/Discharge/Health Records	Admissions & Discharges/Medical Records Clerk	3
Housekeeping	Custodial Worker	1
Medical Laboratory/Medical Imaging	Laboratory X-ray Technician	8
Medical	Licensed Practical Nurse	7

**LETTER OF UNDERSTANDING #1**

**Between**

**Yukon Hospital Corporation**

**And**

**The Public Service Alliance of Canada, Local Y025 & Y032**

**Re: Students**

The Parties agree that in recognition of their mutual concern regarding the availability of health care workers in the future they will cooperate to identify opportunities for short-term training positions. These positions may be as part of the students' education e.g. a co-op education work module or other training opportunity supported by various government financial assistance programs. This does not include employees who are hired under the job posting process, e.g. casual or term employees.

The Parties will meet to discuss any conditions relative to a training opportunity for a student or students and unless otherwise agreed to by the Parties, a student will be a member of the bargaining unit.

For the Employer:

For the Union:

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**LETTER OF UNDERSTANDING #2**

**Between**

**Yukon Hospital Corporation**

**And**

**The Public Service Alliance of Canada, Local Y025 & Y032**

**Re: Volunteer Program**

The parties recognize the value of volunteer programs to enhance patient care.

During the term of this collective agreement the Employer intends to take a fresh look at the development of a volunteer program and furthering positive improvements to patient care. During the development phase of the new program the Employer will review with the Union, at quarterly joint consultation meetings, significant program developments as a matter of information exchange and input. The Employer will be seeking support from the Union in this review process.

The Employer will ensure that no vacant position(s) will be filled by volunteers nor will any activities associated with volunteers working at the hospital have an adverse impact on any bargaining unit employee.

For the Employer:

For the Union:

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**LETTER OF UNDERSTANDING #3**

**Between**

**Yukon Hospital Corporation**

**And**

**The Public Service Alliance of Canada, Local Y025 & YO32**

Re: Filling positions at an “Underfill” Rate of Pay (Internal/External Recruitment)

The parties recognize that at times, subject to general economic conditions and the challenges facing the health care sector generally, attracting and retaining talent can be challenging.

In order to ensure positions are filled in an expeditious manner the Parties accept that at times under qualified employees may be considered to fill such openings. Should this occur, the underfill rate of pay which will be paid to the employee will be at least 80% of the minimum of the range of the position being filled on an underfill basis or the employee’s current salary, whichever is greater. The main objective is to provide every reasonable opportunity to enable the employee to reach a level of “fully qualified” in the position in the shortest possible time frame. In any event this process will be in place for a period of no longer than one (1) year in each particular case.

When an underfill becomes necessary, the Employer will advise the Union of the action to be taken supported by appropriate information supporting the necessity to take such action, including a training plan for the individual.

An employee falling under this arrangement will be moved to the level of pay associated with the position he/she is filling upon successful completion of becoming fully qualified to perform all of the duties and responsibilities of the position in accordance with the position description.

Internal candidates will be given preference.

The Union reserves the right to challenge the Employer in taking such action. Should a disagreement exist following discussion between the Union and the Employer, the Employer will be able to continue to take such action and the Union will have the right to access the grievance process in challenging the Employer decision.

For the Employer:

For the Union:

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## LETTER OF UNDERSTANDING #4

**Between**

**Yukon Hospital Corporation**

**And**

**The Public Service Alliance of Canada, Local Y025 & YO32**

Re: "Departments" for the purposes of Lay-off, Bumping and Recall

Pursuant to Clause 34.05 of the Collective Agreement, when employees become subject to lay-off, reductions will be accomplished in reverse order of seniority among the employees in the affected department.

The following shall constitute separate departments at the Whitehorse General Hospital in the application of Clause 34.05.

1. Environmental & Maintenance Services Department;
2. Facility Management Department;
3. Finance Department;
4. First Nations Health Programs Department;
5. Admitting & Discharge and Health Records Department;
6. Human Resources Department;
7. Information Systems Department;
8. Materiel Management Department;
9. Medical Imaging Department;
10. Medical Laboratory Department;
11. Nursing Administration Department;
12. Nutrition Food Services Department;
13. Pharmacy Department;
14. Therapy Services Department;
15. Diabetes Education Centre Department;
16. Chemotherapy Department;
17. QI Risk Management Department; and
18. Specialist Clinic Department.

It is recognized that, over time, the organization of the Whitehorse General Hospital might change and that there may be a need to reconfigure the departments. In such circumstances, the Employer agrees to provide written notice to the President of Local Y025 and the President of the Yukon Employees Union (YEU) thirty (30) calendar days in advance of implementing any reconfiguration of the departments at the Whitehorse General Hospital. During this thirty (30) calendar day notice period, the Local President and the President of the

YEU may make representations to the Employer concerning the reconfiguration of the departments which the Employer proposed to implement.

It is agreed that the Watson Lake Community Hospital and the Dawson City Community Hospital shall each constitute a separate department in the application of Clause 34.05 of the new Collective Agreement.

For the Employer:

For the Union:

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**LETTER OF UNDERSTANDING #5**

**Between**

[Redacted]

**Yukon Hospital Corporation**

**And**

**The Public Service Alliance of Canada, Local Y025 & Y032**

**Re: Employee Assistance Program**

The parties agree that all employees will be provided with up to seven (7) EAP sessions per calendar year.

For the Employer:

For the Union:

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## ADDENDUM No. 1

WHEREAS:

- A. Several Parties, including the Yukon Hospital Corporation (“YHC”) and the Public Service Alliance of Canada (“PSAC”), entered into a Memorandum of Agreement (“MOA”) with respect to the terms and conditions of employment that would apply to the Government of Yukon (“YG”) unionized employees at the Watson Lake Hospital (“WLH”) whose employment will transfer to YHC upon the effective date of the transfer of the WLH from YG to YHC.
  
- B. The following provision is contained in the MOA referred to above:

“Subject to the exceptions set out in Addendum No. 1 to this Agreement, the terms and conditions in the September 1, 2007 to August 31, 2010 Collective Agreement between YHC and PSAC (the “YHC/PSAC Collective Agreement” will, as of the Effective Date, apply to the Transferred Employees who will be amalgamated within the existing bargaining unit of PSAC/YHC Employees”.
  
- C. The purpose of this Addendum is to set out the exceptions to the terms and conditions in the YHC/PSAC Collective Agreement that will apply to the Transferred Employees.
  
- D. It is agreed that this Addendum will be attached as an Appendix to the YHC/PSAC Collective Agreement.

NOW THEREFORE it is agreed that the following terms and conditions shall be applicable to the Transferred Employees upon their commencement of employment with YHC on the Effective Date.

### 1. Definitions

For the purposes of the provisions in this Addendum:

- (a) “*Casual Transferred Employees*” shall mean those employees who, as of the Effective Date,
  - (i) had been employed with YG as an on-call auxiliary employee at the WLH, and
  - (ii) commence employment with YHC as a casual employee under the YHC/PSAC Collective Agreement.

(b) “*Effective Date*” means the date upon which the WLH is transferred from YG to YHC.

(c) “*Employer*” shall refer to the Yukon Hospital Corporation.

(d) “*Regular Transferred Employees*” shall mean those employees who, as of the Effective Date,

(i) had been employed with YG as a regular full-time or regular part-time employee at the WLH, and

(ii) commence employment with YHC as a regular indeterminate full-time or regular indeterminate part-time employee under the YHC/PSAC Collective Agreement.

(e) “*Transferred Employees*” shall refer to Regular and Casual Transferred Employees.

2. Definition of “Continuous Service” and “Continuous Employment” (Article 2.01(f) of the YHC/PSAC Collective Agreement)

Replace Article 2.01(f) with the following provisions with respect to the definition of the term “continuous service” and “continuous employment” in regard to Transferred Employees:

(f) (i) “Continuous Service” and “Continuous Employment” means uninterrupted employment with the Employer after the Effective Date, and for employees also includes those periods of time when seniority is accrued or retained under the provisions of Article 33 (Seniority), or severance/interruption of employment of one (1) month or less.

(ii) For a Regular Transferred Employee, “continuous service” and “continuous employment” shall also mean the uninterrupted employment as a regular employee with YG up to the Effective Date, and includes:

1. the service of a laid-off employee rehired within a period of one (1) year during that employee’s service with YG; and

2. the service of an employee with the Public Service of Canada whose position was transferred from the Public Service of Canada to YG.

(iii) For a Casual Transferred Employee, “continuous service” and “continuous employment” shall also mean the uninterrupted employment as an auxiliary employee since January 3, 1986 with YG up to the Effective Date, and includes the service of an employee with the Public Service of

Canada whose position was transferred from the Public Service of Canada to YG.

3. Special leave (Articles 15 of the YHC/PSAC Collective Agreement)

Replace Articles 15.01, 15.02 and 15.03 with the following provisions:

SL.01 (a) A Regular Transferred Employee, other than an employee who is on retiring leave, shall be credited with six (6) days special leave credits upon commencement of his/her first year of service with YG and upon April 1<sup>st</sup> of each continuous year of services thereafter up to a maximum of thirty (30) days.

(b) Notwithstanding the above, a multiple of less than six (6) days may be credited to a Regular Transferred Employee where such lesser multiple will be necessary to either bring to the maximum or maintain the maximum credit of thirty (30) days.

SL.02 Special Leave shall be granted up to the maximum credit of thirty (30) days and used for the following purposes:

1) Upon bereavement (and within 13 months of the death), or imminent bereavement, of an immediate family member (defined below) and, within a period of twenty-four (24) months from the date of the death, for the purpose of attending a potlatch related to the death.

(a) Immediate family is defined as mother, father, sister, brother (or alternately stepfather, stepmother, or foster parent), spouse, son, daughter, stepchild or ward of the regular employee, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, grandparent and grandchild, and any relative permanently residing in the regular employee's household or with whom the regular employee permanently resides.

2) When an employee is required to care for his/her sick dependant(s) or a sick person permanently residing in his/her place of residence, or a sick mother or father or spouse.

3) After the completion of one year's continuous employment, and with at least five (5) days notice to the Employer, on the occasion of the employee's marriage.

4) For medical, dental, optometrist, chiropractor or counselling services, when it is not possible for the employee to arrange such appointments outside his/her normal hours of work.

- 5) When an employee is required to travel outside of Watson Lake for a medical, dental, optometrist or chiropractor appointments, and when it is not possible for the employee to seek treatment or an appointment in Watson Lake or the employee has been referred by a duly qualified medical practitioner (including Community Nurse Practitioner), to a medical facility outside of Watson Lake.
- 6) Leave on the birth of the employee's child where the employee is not accessing maternity or paternity leave at the same time.
- 7) Leave, to be taken within thirty (30) days of the adoption, on the adoption of a child by the employee where the employee is not taking adoption leave at the same time.
- 8) To allow the employee to engage in emergency volunteer services or training related thereto. An employee who is granted special leave with pay pursuant to this clause shall remit to the Employer any monies paid to him/her arising from the performance of the emergency volunteer service. The amount that the regular employee is required to remit to the Employer shall not exceed the amount of pay that the employee received from the Employer during the leave. In such circumstances, the employee shall have his/her special leave bank re-credited with credits that are equivalent to the amount remitted to the Employer.
- 9) When a qualified physician or specialist certifies that an employee's child, up to and including the age of eleven (11), or an older child who 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.
- 10) When an employee's dependant(s) require assistance to travel to Whitehorse or a facility outside the Yukon to seek emergency medical or dental treatment or to visit a non-resident medical specialist, and if it is not possible for the employee's dependant(s) to seek treatment or an appointment in Watson Lake.
- 11) To non-apprentice regular employees writing Journeyman Certificate Examination related to the classification of their position
- 12) Subject to operational requirements, for the purpose of attending interviews regarding a dependant's education.
- 13) Other times when the employee is prevented from reporting for duty because of circumstances not directly attributable to the employee.



14) To accompany a dependant child under the age of eighteen (18), or older if dependent by reason of mental infirmity, to a proceeding outlined in Article 18.03(a)(ii) of the YHC/PSAC Collective Agreement, provided the dependant child is required to attend by subpoena or summons.

SL.03 The Regular Transferred Employee shall provide necessary proof of the need for or the utilization of leave under this Article, excluding leave pursuant to paragraphs (1), (2), (3), (9), (10) and (12), at the request of the Employer.

SL.04 When a Regular Transferred Employee has insufficient credits to permit the granting of special leave within the meaning of this Article, leave up to a maximum of 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.

4. Maternity Leave (Article 17 of the YHC/PSAC Collective Agreement)

The following additional provision shall apply to the Transferred Employee:

ML.01 (a) A Regular Transferred Employee who has been an employee continuously for one (1) year prior to the termination of her pregnancy, and who is granted maternity leave, may, prior to receiving any payment from the Employer of the maternity leave allowance under Article 17.08, elect to receive the cash payment as follows:

- (i) a cash payment equivalent to the allowance the employee will receive in maternity benefits for two (2) weeks from the Employment Insurance Commission; or
- (ii) in the case of an employee not entitled to the Employment Insurance benefit referred to in (i) above, an equivalent cash payment.

(b) If the Regular Transferred Employee makes such an election, she shall not be entitled to be paid any maternity leave allowance in accordance with the Supplementary Employment Insurance Benefit Plan set out in Article 17.08.

(c) Where a Regular Transferred Employee is paid the cash payment provided under (a) above, and the employee terminates her employment without returning from maternity leave, or terminates her employment within six (6) months of her return from maternity leave, she shall not be

entitled to the cash payment, and if it has been paid, it shall be recoverable by the Employer.

- ML.02 (a) A Casual Transferred Employee who has been an employee continuously for one (1) year prior to the termination of her pregnancy, and who is granted maternity leave, shall be entitled to:
- (i) a cash payment equivalent to the allowance the employee will receive in maternity benefits for two (2) weeks from the Employment Insurance Commission; or
  - (ii) in the case of an employee not entitled to the Employment Insurance benefit referred to in (i) above, an equivalent cash payment.
- (b) Where any Casual Transferred Employee is paid the cash payment provided under (a) above, and the employee terminates her employment without returning from maternity leave, she shall not be entitled to the cash payment, and if it has been paid, it shall be recoverable by the Employer.

5. Severance (Article 20 of the YHC/PSAC Collective Agreement)

Replace all of Article 20 with the following provisions:

SV.01 Lay-off of a Regular Transferred Employee

- (a) A Regular Transferred Employee who has completed 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.
- (b) In the case of a Regular Transferred Employee who is laid off for the first time, 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.
- (c) In the case of a Regular Transferred Employee who is laid off for a second or subsequent time, the amount of severance pay shall be one (1) weeks pay for each completed year of continuous employment, less any period in respect of which he/she was granted severance pay by YG prior to the Effective Date and/or by the Employer, but the total amount of severance pay which may be paid under this clause shall not exceed twenty-nine (29) weeks pay.

- (d) In no case shall the total amount of severance pay exceed thirty (30) weeks pay, regardless of the number of times a Regular Transferred Employee is laid off.

SV.02 Resignation of a Regular Transferred Employee

Subject to Clause SV.03, a Regular Transferred Employee who has completed five (5) 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 (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 by YG prior to the Effective Date and/or by the Employer.

SV.03 Retirement of a Regular Transferred Employee

On termination of employment, except for termination for just cause, a Regular Transferred Employee who is entitled to an immediate annuity or an immediate annual allowance under the Public Service Superannuation Act and/or the Employer's 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 by YG prior to the Effective Date and/or by the Employer.

SV.04 Notwithstanding the above provisions, a full-time Regular Transferred Employee who takes a part-time position within two (2) years of his/her retirement date shall receive full-time severance on retirement for that period.

SV.05 Permanent Release of a Casual Transferred Employee – Inactivity

- (a) A Casual Transferred Employee who has worked 1950 regular hours of work of continuous employment and who is permanently released (due to having not actively worked for the Employer in his/her casual position for a period of twelve (12) months) is entitled to be paid severance pay at the time of permanent release.
- (b) In the case of a Casual Temporary Employee who is permanently released (due to having not actively worked for the Employer in his/her casual position for a period of twelve (12) months) for the first time, the amount of severance pay shall be eight (8) days pay for the first, and four (4) days pay for each succeeding, completed 1950 regular hours of work of continuous employment, but the total amount of severance pay which

may be paid under this clause shall not exceed one hundred and twenty (120) days pay.

(c) In the case of a Casual Transferred Employee who is permanently released (due to having not actively worked for the Employer in his/her casual position for a period of twelve (12) months) for a second or subsequent time, the amount of severance pay shall be four (4) days pay for each completed 1950 regular hours of work of continuous employment, less any period in respect of which he/she was granted severance pay by YG prior to the Effective Date and/or by the Employer, but the total amount of severance pay which may be paid under this clause shall not exceed one hundred and sixteen (116) days pay.

(d) In no case shall the total amount of severance pay exceed one hundred and twenty (120) days pay, regardless of the number of times a Casual Transferred Employee is permanently released.

#### SV.06 Resignation of a Casual Transferred Employee

Subject to clause SV.07, a Casual Employee who has worked 9750 or more regular hours of work of continuous employment is entitled to be paid on resignation from the Employer severance pay equal to two (2) days pay for each completed 1950 regular hours of work of continuous employment to a maximum of fifty-six (56) days pay, less any period in respect of which he/she was granted severance pay by YG prior to the Effective Date and/or by the Employer.

#### SV.07 Retirement of a Casual Transferred Employee

On termination of employment, except for termination for just cause, a Casual Transferred Employee who is entitled to an immediate annuity or an immediate annual allowance under the Public Service Superannuation Act and/or the Employer's Pension Plan shall be paid severance pay equal to four (4) days pay for each completed 1950 regular hours of work of continuous employment, less any period in respect of which he/she was granted severance pay by YG prior to the Effective Date and/or by the Employer.

#### 6. Hours of Work (Article 21 of the YHC/PSAC Collective Agreement)

The following additional provisions shall apply to the specified Regular Transferred Employees:

HW.01 (a) Hours of work at the WLH for Regular Part-Time Transferred Cooks and Custodians/Housekeepers shall be scheduled so that employees work seven and one-half (7 1/2) consecutive hours per day, on Saturdays, Sundays and designated holidays as identified in Article 14.01(a), exclusive of a paid meal period of one-half (1/2) hour.

(b) For the purposes of vacation, long service, and special and sick leave accruals, Regular Transferred Employees who receive pay for at least seven (7) shifts in a calendar month shall earn leave in the same proportions as outlined in Articles 18.06, 18.07(a), 15.01(a) (as replaced by Clause SL.01(a) in item #3 of this Addendum) and 16.01(a) of the YHC/PSAC Collective Agreement respectively; however, a day for the purposes of calculating earned leave credits or paying designated paid holidays as per Article 14.01(a) shall be considered to be seven and one-half (7 ½) hours.

HW.02            Replace Article 21.03 with the following only for those Transferred Employees whose hours of work at the Watson Lake Hospital, prior to the Effective Date, were scheduled pursuant to Clause 15.02(1)(a) and Appendix “A” of the YG/PSAC Collective Agreement:

The work week shall be forty (40) hours exclusive of meal periods, comprising five (5) days of eight (8) consecutive hours each, Monday through Friday.

HW.03            Unless otherwise mutually agreed to by PSAC, the Employer shall retain the schedule of hours of work referred to in Clauses HW.01(a) and HW.02 above for a period of at least one year from the Effective Date. Thereafter, the Employer may provide PSAC with ninety (90) days written notice of its desire to revise the schedule of hours of work referred to in Clauses HW.01(a) and HW.02 above. During this ninety (90) day notice period, the Employer will consult with PSAC in regard to the Employer’s desire to revise the schedule of hours of work. If following consultation the Parties are unable to reach mutual agreement on changes to the schedule of hours of work, such dispute shall be the subject of Interest Arbitration.

7. Salary Payable for an Acting Incumbent (Article 22.08 of the YHC/PSAC Collective Agreement)

In Clauses 23.08(a)(i) and (ii), revise the references from “four percent (4%)” to “five percent (5%)” in regard to a Transferred Employee who is required to perform the duties of a position having a higher maximum salary than the maximum salary applicable to his/her present position.

8. Stand-By (Articles 25.01 – 25.04 of the YHC/PSAC Collective Agreement)

Replace Articles 25.01 – 25.04 with the following provisions for Regular Transferred Employees only:

SB.01            Where the Employer requires a Regular Transferred Employee to be available on stand-by during off-duty hours, the employee shall be entitled

to a stand-by payment equivalent to two (2) hours of his/her regular straight time hourly rate for each eight (8) consecutive hours, or portion thereof, that he/she is on stand-by.

- SB.02 A Regular Transferred Employee designated by letter or by list for stand-by shall be available during his/her period of stand-by at a known telephone number and be available to return for duty as quickly as possible if called. When designating Regular Transferred Employees for stand-by, the Employer will endeavor to provide for the equitable distribution of stand-by duties.
- SB.03 No stand-by payment shall be granted if a Regular Transferred Employee is unable to report for duty when required.
- SB.04 A Regular Transferred Employee on stand-by required to report for work shall be paid, in addition to the stand-by pay, the greater of:
- (a) the applicable overtime rate for the time worked; or
  - (b) the minimum of four (4) hours pay at the straight time rate, except that this minimum shall only apply once during a stand-by period;
  - (c) Where, during any eight (8) consecutive hours of stand-by, a Regular Transferred Employee is required to report to work on more than one (1) occasion and has already utilized option (.04)(b) above, the employee shall be paid for hours worked the greater of:
    - (i) the applicable overtime rate for the time worked; or
    - (ii) a minimum of one (1) hour at the applicable overtime rate.
- SB.05 Notwithstanding Clause SB.01 above, where the Regular Transferred Employee receives a call and can accomplish the work by telephone without returning to the workplace, the employee shall be compensated at the applicable overtime rate rounded up to the nearest 15 minute period.
- SB.06 When a regular Transferred Employee is called back to work, and is not on stand-by, such Employee shall be compensated for the call-back under Article 25.05 of the YHC/PSAC Collective Agreement

9. Reporting Pay for Casuals (Article 25.06 of the YHC/PSAC Collective Agreement)

The following additional provisions shall apply to Casual Transferred Employees:

RP.01 (a) A Casual Transferred Employee who reports for a work assignment at the call of the Employer shall be paid for all hours worked, with the following minimum entitlements:

- (i) if the Employee is advised by the Employer that his/her scheduled work day will be for a duration of four (4) hours or more – a minimum of four (4) hours pay at the employee’s straight time rate; or
- (ii) if the Employee is advised by the Employer that his/her scheduled work day will be for a duration of less than four (4) hours – a minimum of two (2) hours pay at the employee’s straight time rate.

(b) Notwithstanding paragraph (a) above, a Casual Transferred Employee who reports for an emergency work assignment at the call of the Employer shall be paid for all hours worked, with a minimum entitlement of four (4) hours pay at the employee’s straight time rate.

#### 10. Seniority (Article 33 of the YHC/PSAC Collective Agreement)

It is agreed that the seniority of the Transferred Employees shall be dovetailed with the seniority of the existing YHC employees represented by PSAC-YHC based on each employee’s respective length of continuous employment with the Employer as of the Effective Date. For this purpose, the seniority of the Transferred Employees as of the Effective Date shall be calculated based upon the definition of “continuous employment” set out in Item #2 of this Addendum.

#### 11. Salary Increments Over Time for Casual Transferred Employees (Article 46.10 of the YHC/PSAC Collective Agreement)

Replace Article 46.10 with the following for Casual Transferred Employees:

- (i) after accruing one thousand, nine hundred and fifty six (1956) paid straight time hours or after the expiry of twenty-four (24) months of continuous employment from the Effective Date, whichever occurs the earliest, and
- (ii) after each 1956 paid straight time hours or after the expiry of 24 month of continuous employment from the date of entitlement of the previous salary increment whichever occurs the earliest.

Accrual of such hours will include assignments in cumulative term and casual position in each similar or like job provided there is not a break in service of over six (6) months.

12. Vacation Leave for Casual Transferred Employees (Article 46.11 of the YHC/PSAC Collective Agreement)

Replace Article 46.11 with the following provision in regard to the vacation entitlement of Casual Transferred Employees:

- VL.01 (a) All Casual Transferred Employees shall receive vacation pay at the rate of eight percent (8%) of regular salary in lieu of vacation leave credits.
  - (b) In the fourth (4<sup>th</sup>) year of continuous service, a Casual Transferred Employee shall be entitled to receive vacation pay at the rate of ten percent (10%) of regular salary in lieu of vacation leave credits.
  - (c) In the fifteenth (15<sup>th</sup>) year of continuous service, a Casual Transferred Employee shall be entitled to receive vacation pay at the rate of twelve percent (12%) of regular salary in lieu of vacation credits.
  - (d) In the twenty-sixth (26<sup>th</sup>) year of continuous service, a Casual Transferred Employee shall be entitled to receive vacation pay at the rate of fourteen percent (14%) of regular salary in lieu of vacation credits.
  - (e) "Regular salary" means the Casual Transferred Employee's base pay paid to him/her by the Employer, exclusive of premium payments overtime and any other allowances or payments.

VL.02 Casual Transferred Employees shall be provided their vacation pay entitlement on a biweekly basis.

VL.03 (a) As of April 1<sup>st</sup> of each year, a Casual Transferred Employee shall be entitled to the following leave of absence without pay for vacation purposed to be taken during the fiscal year:

<b>Years of Continuous Service as of April 1st</b>	<b>Weeks of Leave of Absence</b>
In the first (1 <sup>st</sup> ) and subsequent years	four (4) weeks
In the fourth (4 <sup>th</sup> ) and subsequent years	five (5) weeks
In the fifteenth (15 <sup>th</sup> ) and subsequent years	six (6) weeks
In the twenty-sixth (26 <sup>th</sup> ) and subsequent years	seven (7) weeks



- (b) Subject to the operational requirements of the Employer, a Casual Transferred Employee shall be entitled to take the leave of absence under paragraph (a) above after providing at least thirty (30) days advance notice in writing to his/her Supervisor.
- (c) The Employer shall not attempt to call the Casual Transferred Employee to accept a work assignment during the period that the employee is on his/her leave of absence without pay for vacation purposes.

#### VL.04 Long Service Vacation Leave Benefits

- (a) On the date a Casual Transferred Employee completes the qualifying period of continuous service as set out in paragraph (b) below, he/she shall be entitled to receive an additional payment of vacation pay at the rate of two percent (2%) of the regular salary paid to the employee by the Employer during the previous calendar year.

#### (b) Qualifying Periods of Continuous Services

A Casual Transferred Employee shall be entitled to receive the additional payment of vacation pay as set out in paragraph (a) above after:

- completion of five (5) years of continuous service;
- completion of ten (10) years of continuous service;
- completion of fifteen (15) years of continuous service;
- completion of twenty (20) years of continuous service;
- completion of twenty-five (25) years of continuous service; and
- completion of thirty (30) years of continuous service.

VL.05 On permanent release, a Casual Transferred Employee or his/her Estate shall be paid for any vacation pay outstanding.

### 13. Casual Premium Payment (Article 46.14 of the YHC/PSAC Collective Agreement)

Replace Article 46.14 with the following provisions in regard to the premium payment to Casual Transferred Employees:

- (a) A Casual Transferred Employee shall be paid one dollar and fifty cents (\$1.50) per regular hour worked in lieu of all health and welfare benefits and leave entitlements otherwise provided to other employees.
- (b) Casual Transferred Employees shall be provided their outstanding premium payment under paragraph (a) above at the following times:
  - (i) Earned as of the last completed pay period before March 31 and September 30 of each year. (Every reasonable effort will be made by

the Employer to provide the premium on the second scheduled pay day after March 31 and September 30 respectively.)

- (ii) At the time of the permanent release of the Casual Transferred Employee

#### 14. Casual Employees (Article 46 of the YHC/PSAC Collective Agreement)

The following additional provisions shall apply to the Casual Transferred Employees:

In the event a Casual Transferred Employee is appointed to a term position in the same department as their Casual Transferred Employee position for a term between six (6) and twelve (12) months without any break in continuous service, the employee shall not be required to resign his/her Casual Transferred Employee position. At the conclusion of the term appointment, the employee shall be entitled to return to his/her Casual Transferred position, and any vacation, long service vacation, compensatory leave, sick leave, special leave and/or travel bonus credits earned but unused during the term employment shall be paid out to the employee on completion of the term appointment at the employee's hourly rate of pay on expiry of the term position.

For clarity, hours worked during the period employed in the term position will not count toward any probationary period in the Casual Transferred Employee position.

If the Casual Transferred Employee is extended in his/her term employment beyond 12 months, the employee will be deemed to have resigned his/her Casual Transferred Employee position unless the Employer and PSAC agree otherwise prior to the extension.

#### 15. Removal Expenses

The following provision shall apply to Regular Transferred Employees:

RE.01 The Employer will pay removal expenses (in accordance with YG's Policy on Removal Expenses on Initial Hire) for Regular Transferred Employees who are rejected on probation during their initial probationary period or extension of their initial probationary period or who are laid off provided:

- (i) The probationary employee initially received removal expenses from YG on hire:
- (ii) The probationary employee certifies his/her intention to leave Watson Lake;

- (iii) In case of an employee who is laid off, the employee certifies his/her intention to leave Watson Lake;
- (iv) The employee submits a claim for reasonable removal costs to the Employer;
- (v) The Employer will pay reasonable removal costs for a distance not greater than from the employee's original point of hire to Watson Lake

## 16. Community Allowance

The following provisions shall apply to the Transferred Employees:

CA.01 (a) A Transferred Employee shall receive an annual Watson Lake Community Allowance in the amount which is in effect in the Collective Agreement between YG and PSAC as of the Effective Date.

(b) The Community Allowance shall be pro-rated for Regular Part-Time Transferred Employees.

(c) The outstanding Community Allowance shall be paid to a Casual Transferred Employee on a pro-rata basis calculated by dividing the total number of regular hours worked by the employee during the periods from April 1 to September 30 and from October 1 to March 31 (or the appropriate portion thereof if Clause CA.02 (b) (ii) below is applicable) by the total number of regular working hours in the same respective periods which would be required to be worked by a full-time employee in the same classification.

CA.02 (a) The Community Allowance shall be paid to Regular Full-Time and Regular Part-Time Transferred Employees on a bi-weekly basis.

(b) Casual Transferred Employees shall be provided their outstanding Watson Lake Community Allowance at the following times:

(i) Earned as of the last completed pay period before March 31 and September 30 of each year. (Every reasonable effort will be made by the Employer to provide the allowance on the second scheduled pay day after March 31 and September 30 respectively.)

(ii) At the time of the permanent release of the Casual Transferred Employee.

CA.03 The above provisions do not apply to a Transferred Employee who is in receipt of free room and board.

## 17. Cash Gratuity

The following provisions shall apply to the Transferred Employees:

- CG.01 Regardless of any other benefits payable, if a Regular Transferred Employee dies, there shall be paid to his/her spouse, or to such other person as the Employer determines, an amount equal to the product obtained by multiplying his/her weekly rate of pay at the time of death by the number of completed years of his/her continuous employment to a maximum of thirty (30) weeks, less any period in respect of which the employee was granted severance pay by YG prior to the Effective Date and/or by the Employer.
- CG.02 Regardless of any other benefits payable, if a Casual Transferred Employee dies, there shall be paid to his/her spouse, or to such other person as the Employer determines, an amount equal to four (4) days pay for each completed 1950 regular hours of work of continuous employment to a maximum of one hundred and twenty (120) days pay, less any period in respect of which the employee was granted severance pay by YG prior to the Effective Date and/or by the Employer.

## 18. Travel Bonus

The following provisions shall apply to Regular Transferred Employees:

- TB.01 (a) All Regular Transferred Employees in Watson Lake shall be entitled to earn two (2) days Travel Bonus Credits on a quarterly (3 month) basis.
- (b) A Regular Transferred Employee who works one (1) working day in the quarter shall be granted credits as in (a) above.
- (c) Subject to operational requirements, a Regular Transferred Employee shall be granted his/her earned Travel Bonus Credits by completing the appropriate Leave Request Form.
- (d) Travel Bonus Credits shall not be carried over from one fiscal year to another. However, Travel Bonus Credits may be accumulated during the fiscal year and any earned but unused Travel Bonus Credits at the end of the fiscal year shall be paid to the Regular Transferred Employee by the Employer during the first pay period in May.
- (e) Regular Transferred Employees are encouraged to take Travel Bonus Credits during the winter months.

TB.02 A Regular Part –Time Transferred Employee shall be entitled to earn the Travel Bonus Credits referred to in Clause TB.01 (a) in proportion to the average number of regular hours worked per week in relation to a full-time employee in the same classification.

TB.03 (a) All Regular Transferred Employees in Watson Lake shall be entitled to submit a claim once per fiscal year equivalent to the cost of one (1) road trip to Whitehorse at the mileage rate paid to an employee in accordance with the Employer’s current Travel Policy.

(b) “Current” means the mileage rate in effect on the date the Regular Transferred Employee submits his/her claim, and the “road trip” shall be based on the official road mileage distance from Watson Lake to Whitehorse and return.

#### 19. Change in Employment Status

The following provisions shall apply to the Transferred Employees:

ES.01 In the Event that a Casual Transferred Employee is appointed to a regular position in the PSAC-YHC bargaining unit without any break in his/her continuous employment with the Employer, then the employee shall be entitled to be credited with:

- (i) his/her length of continuous employment with the Employer as a Casual Transferred Employee; and
- (ii) any applicable accrued, unused and unpaid credits which he/she may have earned as a Casual Transferred Employee.

ES.02 In the event that a Regular Transferred Employee is appointed to a casual position in the PSAC-YHC bargaining unit without any break in his/her continuous employment with the Employer, then the employee shall be entitled to be credited with:

- (i) his/her length of continuous employment with the Employer as a Regular Transferred Employee; and
- (ii) any applicable accrued, unused and unpaid credits which he/she may have earned as a Regular Transferred Employee.

#### 20. Salary Placement

The following provisions shall apply to the Transferred Employees:

- SP.01 (a) Any Transferred Employee whose salary for his/her position under the YG/PSAC Collective Agreement is as of the Effective Date below the minimum of the salary range for his/her position with YHC will be placed at the minimum of the salary range under the YHC/PSAC Collective Agreement.
- (b) Any Transferred Employee whose salary for his/her position under the YG/PSAC Collective Agreement is as of the Effective Date within the salary range for his/her position with YHC will be placed at his/her current salary within the salary range under the YHC/PSAC Collective Agreement.
- (c) Any Transferred Employee whose salary for his/her position under the YG/PSAC Collective Agreement is as of the Effective Date greater than the maximum of the salary range for his/her position with YHC will maintain his/her greater salary upon commencement of employment with YHC on the Effective Date. The Transferred Employee shall thereafter be entitled to receive any increase(s) to his/her salary equivalent to the amount of the increase to the maximum of the salary range for his/her position with YHC as may be negotiated between YHC and PSAC.

21. The Period during which the Terms and Conditions in this Addendum will be Maintained

- (a) Subject to paragraph (e) below, Transferred Employees shall maintain the applicable terms and conditions in the following Items in this Addendum for the period of time they remain continuously employed in the same position and status at the WLH as the Transferred Employee held upon the commencement of employment with YHC on the Effective Date:
- (i) Item #20 (Salary Placement – Paragraph #SP.01(c))
- (b) Subject to paragraph (e) below, Transferred Employees shall maintain the applicable terms and conditions in the following Items in this Addendum for the period of time they remain continuously employed with YHC at the Watson Lake Hospital from the Effective Date on:
- (i) Item #3 (Special Leave)
  - (ii) Item #4 (Maternity Leave)
  - (iii) Item #7 (Salary Payable for an Acting Incumbent)
  - (iv) Item #8 (Stand-By)
  - (v) Item #9 (Reporting Pay for Casuals)
  - (vi) Item #11 (Salary Increments Over Time for Casual Transferred Employees)
  - (vii) Item #12 (Vacation Leave for Casual Transferred Employees)
  - (viii) Item #13 (Casual Premium Payment)
  - (ix) Item #14 (Casual Employees)

- (x) Item #15 (Removal Expenses)
  - (xi) Item #16 (Community Allowance)
  - (xii) Item #18 (Travel Bonus)
- (c) Subject to paragraph (e) below, Transferred Employees shall maintain the applicable terms and conditions in the following Items in the Addendum for the period of time they remain continuously employed with YHC from the Effective Date on:
- (i) Item #2 (Definition of “Continuous Service” and “Continuous Employment”)
  - (ii) Item #5 (Severance)
  - (iii) Item #17 (Cash Gratuity)
  - (iv) Item #19 (Change in Employment Status)
- (d) YHC shall not require a Transferred Employee, without his/her consent, to transfer to another position, status or location with YHC.
- (e) A term or condition set out in any of the Items listed in paragraphs (a), (b) or (c) above will no longer be maintained for the Transferred Employees in the event that YHC and PSAC negotiate provisions in their Collective Agreement which meet or exceed the applicable term or condition.

## 22. Dispute Resolution

Any difference between YHC, PSAC and/or one or more Transferred Employees, concerning the interpretation, application, administration or alleged contravention of any provision in this Addendum, will be subject to the grievance and arbitration procedures contained in the YHC/PSAC Collective Agreement.

YUKON HOSPITAL CORPORATION



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*Feb 7 / 2010*

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Date

THE PUBLIC SERVICE ALLIANCE OF  
CANADA



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*JANUARY 20, 2010*

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Date