

COLLECTIVE AGREEMENT

Between

YUKON HOSPITAL CORPORATION

And

**THE PROFESSIONAL INSTITUTE
OF THE PUBLIC SERVICE OF CANADA**

Expiry Date: January 31, 2022

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A. EMPLOYER – INSTITUTE RELATIONS

1. PURPOSE OF AGREEMENT

- 1.1. The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees and the Institute, to set forth certain terms and conditions of employment relating to remuneration, hours of work, employee benefits and general working conditions affecting employees covered by this Agreement, and to ensure that all reasonable measures are provided for the safety and occupational health of the employees.
- 1.2. The parties to this Agreement share a desire to promote the well-being and increased efficiency of the employees to the end that the people of the Yukon will be well and effectively served. 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 units are employed.
- 1.3. The provisions of this Agreement apply to all parties; the Institute, the employees, and the Employer.

2. RECOGNITION AND SCOPE

- 2.1. The Employer recognizes the Institute as the sole and exclusive bargaining agent for employees in the bargaining unit as certified by the Canada Labour Relations Board under File No. 555-3921, on March 18, 1996, and employees in position subsequently included in the bargaining unit either by mutual consent of the parties or by an order of the Canada Industrial Relations Board.

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- 2.2. Except as qualified or excluded under the provisions dealing exclusively with part time, term or casual employees, this Agreement applies to all employees who are employed within the scope of the bargaining unit for which the Institute is the certified bargaining agent as recognized in paragraph A2.01.
- 2.3. Any changes which the parties agree are necessary in this Agreement may be made by mutual agreement at any time during this Agreement. Any such changes that are agreed to by the parties shall be recorded in writing, signed by the authorized officials of the parties, and appended to this Agreement. For this purpose, the authorized official of the Institute is the National President or a delegated staff representative employed, or authorized in writing, by the Institute.
- 2.4. All letters of understanding and other joint documents related to the interpretation or application of this Agreement must be signed by the authorized officials of the parties.
- 2.5. No employee shall be required or permitted to enter into any verbal or written agreement, which is in conflict with this Agreement, with the Employer.

3. MANAGEMENT RIGHTS

- 3.1. Except to the extent provided herein, this Agreement in no way restricts the authority of the Employer to operate and manage the Hospital.
- 3.2. The parties, in administering this Agreement, shall act reasonably, fairly, in good faith, and in a manner consistent with the Collective Agreement as a whole.

4. NO STRIKE OR LOCKOUT

- 4.1. During the term of this Agreement, the Institute and its members will not declare, authorize or participate in a strike against the Employer and the Employer will not lock out the employees.

5. INTERPRETATION OF AGREEMENT

- 5.1. Wherever the singular and the feminine are used in this Agreement, the same shall be construed as meaning the plural, or the masculine or the neuter where the context so admits or requires and the converse shall hold as applicable.
- 5.2. In this Agreement, "*may*" shall be regarded as permissive, "*shall*" and "*will*" as imperative, and "*should*" as informative only.

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- 5.3. For the purpose of this Agreement:
- a) "*Bargaining unit*" means the unit of employees for which the Institute is recognized as the bargaining agent as specified in paragraph A2.01 of Article A-2.
 - b) "*Employee*" means a member of the bargaining unit covered by this Agreement.
 - c) "*Employer*" means the Yukon Hospital Corporation.
 - d) "*Headquarters area*" means an area within 16 kms, by road, of an employee's work place or within Whitehorse city limits.
 - e) "*Institute*" means the Professional Institute of the Public Service of Canada.
 - f) "*Institute representative*" means an employee who has been elected or appointed as a steward or who is selected by the Institute to represent employees in collective bargaining, joint consultation, on committees and at meetings with the Employer;
 - g) "*Staff representative*" means an agent of the Institute, other than an employee of the Yukon Hospital Corporation, having the authority to represent employees in the bargaining unit in matters related to their employment.
- 5.4. For the purposes of this Agreement, "*continuous employment*" means uninterrupted employment with the Employer. In respect of an employee who is recalled from a layoff, her cumulative periods of employment both before and after the layoff are deemed to be continuous provided that the employee is recalled within one (1) year of layoff.
- 5.5.
- a) For the purposes of this Agreement, "*spouse*" means a lawful husband or wife, or a person living in common-law relationship with the employee of the same or opposite sex.
 - b) A common-law relationship will be deemed to exist when, for a continuous period of at least one year, an employee has lived with a person in a relationship of some permanence as a couple, lives and intends to live with that person as a couple, and signs a statutory declaration to this effect.
 - c) It is agreed that a common-law spouse of the same or opposite sex will be covered by any benefits provided for in the Agreement to the extent that such benefits provide coverage for a spouse of the same or opposite sex.

6. DEDUCTION OF MEMBERSHIP DUES

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- 6.1. "*Membership Dues*" means the dues established pursuant to the constitution of the Institute as the dues payable by its members as a consequence of their membership in the Institute, and shall not include any initiation fee, insurance premium, or special levy.
- 6.2. The Employer shall, as a condition of employment, deduct an amount equal to the amount of the membership dues from the pay of all employees in the bargaining unit. The Employer shall, subject only to Section 70.(2) of the Canada Labour Code, have the employee complete a form authorizing this deduction.
- 6.3. The Institute shall, in accordance with paragraph A6.02, inform the Employer in writing of the authorized monthly deduction to be checked off for each employee, and supply the appropriate authorization form to the Employer. The amounts specified shall continue to be the amounts deducted until changed by further written notice to the Employer by the Institute. The Institute shall provide the Employer with a reasonable notice period to implement any changes in deductions.
- 6.4. Where an employee does not have sufficient earnings in respect of any pay period to permit deductions, the Employer shall not be obliged to make such deductions.
- 6.5. The amounts deducted in accordance with paragraph A6.02 shall be remitted to the Institute within a reasonable period of time after deductions are made, and shall be accompanied by particulars identifying each employee and the deductions made.
- 6.6. The Institute agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the Employer.
- 6.7. The Employer shall include on the T4 slip issued to the employee, the amount of the deductions paid to the Institute by the Employer in the previous taxation year.
- 6.8. No trade union, as defined in Section 3.(1) of the *Canada Labour Code*, other than the Institute, shall be permitted to have membership dues and/or other monies deducted by the Employer from the pay of employees in the bargaining unit.

7. EMPLOYEE REPRESENTATIVES

APPOINTMENT OF INSTITUTE REPRESENTATIVES

- 7.1. The Employer acknowledges the right of the Institute to appoint or otherwise select employees as Institute representatives. The Institute will provide the Employer with a written list of its Institute representatives. The Employer will be provided with an update of the written list when changes are made.

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COLLECTIVE BARGAINING

- 7.2. 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) from the Dawson City Community Hospital acting as Institute representatives, to attend meetings preparatory to collective bargaining and collective bargaining meetings on behalf of the Institute. The Employer will continue fringe benefit contributions and the employee will continue to earn normal credits.

RECOVERY OF PAYMENT

- 7.3. Subject to suitable written arrangements between the Employer and the Institute for recovery of payment, the Employer shall continue to pay the employees during the period of leave without pay under paragraph A-7, with the exception of Article A7.11. Employees wishing to avail themselves of this provision will record the time spent in the meetings in accordance with the aforementioned written arrangements.

INFORMAL RESOLUTION OF DIFFERENCES

- 7.4. An Institute representative assisting an employee(s) in relation to an issue being dealt with in the informal process for resolution of differences will not suffer any loss of earnings as a result, provided that the Institute representative does not have to leave their headquarters area. Travel outside of their headquarters area by an Institute representative, in circumstances where an Institute representative for the employee's headquarters area is/will be outside of that headquarters area, shall be leave without pay and shall not be unreasonably denied.

GRIEVANCE INVESTIGATIONS AND HEARINGS

- 7.5. a) An Institute representative representing a grievor in relation to a grievance will, where operational requirements permit, be given reasonable time off with pay for the purpose of discussing the matter with the grievor when the meeting takes place in his/her headquarters area during normal working hours; 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.
- b) An Institute representative representing a grievor in relation to a grievance will be given reasonable time off with pay for the purpose of attending the grievance hearing with the Employer when the meeting takes place during normal working hours or, if during non-working hours, the Institute representative will be paid up to a maximum of two (2) hours at his/her straight time rate of pay for time attending the grievance hearing. Where the meeting takes place outside the Institute representative's headquarters area, the representative will be given reasonable time off with pay for up to one (1) hour and thereafter reasonable leave without pay; and any expenses incurred

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by the representative arising out of his/her attendance at the meeting shall not be borne by the Employer.

- 7.6. Prior to having an Institute representative attend at a meeting which is outside his/her headquarters area, as contemplated in Clauses A7.04, A7.05 (a) and (b), the parties shall endeavour to arrange for the meeting to take place through the use of technology (such as a video conference or telephone conference) whereby the Institute representative would not have to leave his/her headquarters area.

MEETINGS WITH THE EMPLOYER

- 7.7. The Employer will grant leave with pay for up to four employees, acting as Institute representatives, for the purpose of attending meetings with the Employer on behalf of the Institute.
- 7.8. Employees acting as Institute representatives at meetings of any committee established in accordance with this Agreement shall be protected against any loss of regular pay by reason of attendance at such meetings. If the meeting takes place outside of scheduled working hours, employees will be paid at the straight time rate for all time spent at these meetings and for reasonable travel time when distance travelled, one way, from the employee's place of residence to the meeting in his/her headquarters area exceeds 16 kilometres.

INSTITUTE EXECUTIVE MEETINGS, CONVENTIONS, AND ANNUAL GENERAL MEETINGS

- 7.9. The Employer will grant leave without pay for up to four employees to attend executive meetings, conventions, and annual general meetings of the Institute.

TRAINING COURSES

- 7.10. a) The Employer will grant leave without pay to employees who act as Institute representatives to undertake training related to the duties of a representative.
- b) The Employer will grant leave with pay to Institute representatives to attend training courses sponsored by the Employer, concerning employer/employee relations.

ELECTED OFFICE

- 7.11. An employee who is elected to a full time paid position with the Institute shall be granted leave of absence without pay for the term of office. It is the responsibility of the employee to maintain professional qualifications during the period of leave.

ADVANCE NOTICE

- 7.12. Requests for leave under this Article shall be submitted as far in advance as possible

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- 7.13. a) Whenever possible, Institute representative shall request the permission of their immediate supervisor before leaving their workplace to investigate employee complaints of an urgent nature, to meet with the Employer for the purpose of dealing with a grievance, or to attend a meeting called by the Employer. Such permission shall not be unreasonably withheld. Where practicable, the representative shall report back to their supervisor before resuming duties.
- b) Where practicable, when management requests the presence of an Institute representative at a meeting, such request will be communicated to the employee's supervisor.

ACCESS TO PREMISES

- 7.14. Staff representatives of the Institute shall have reasonable access to the Employer's premises for the purpose of administering this Agreement, including the investigation and settlement of grievances or attending meetings with the Employer's representatives. Staff representatives will give advance notice of their intention to attend at the Employer's premises and shall not interfere with the operation of the Employer.

8. EMPLOYEE INFORMATION

USE OF EMPLOYER FACILITIES

- 8.1. The Employer shall provide a bulletin board in a location reasonably accessible to the employees, for the exclusive use of the Institute, and for the sole purpose of posting information related to the Institute's activities. In addition, and where mutually agreed, space will be provided on other existing bulletin boards on a non-exclusive basis. The Employer reserves the right to require that posted material damaging to the Employer be removed.
- 8.2. In order to facilitate the orderly and confidential investigation of complaints or grievances, the Employer shall provide Institute representatives temporary access to office space or similar facilities, operational requirements permitting. The Institute will obtain prior approval for use of these facilities.

EMPLOYEE INFORMATION

- 8.3. a) The Employer agrees to make available an electronic copy of the Collective Agreement, as may be revised pursuant to collective bargaining, for employees to access on the Employer's website and internally on Share Point.

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- b) The Employer shall provide printed copies of the Collective Agreement, as may be revised pursuant to collective bargaining, as follows:
 - i. 2 copies to a staff representative(s) of the Institute;
 - ii. 1 copy to each member of the YHC Group Executive of the Institute: and
 - iii. 1 copy to each Institute representative appointed or elected by the Institute.
 - d) The Employer shall maintain a printed copy of the Collective Agreement, as may be revised pursuant to collective bargaining, at the following location which may be accessed by employees:
 - i. At each of the work units at YHC Hospitals (as identified in Letter of Understanding #3); and
 - ii. At the Employer's human resources department at the Whitehorse General Hospital.
- 8.4. The Employer agrees to supply the Institute and the YHC Group President or, if designated in writing, another member of the YHC Group Executive, on a bi-weekly basis, a report specifying the name, occupation, pay scale, and classification of each employee hired and each employee terminated during the applicable period.
- 8.5. The Employer agrees to supply the Institute and the YHC Group President or, if designated in writing, another member of the YHC Group Executive, with a quarterly report specifying the name, occupation and classification of each employee on staff.
- 8.6. In response to a written request, and with reasonable advance notice, the Employer will provide the union with non-confidential general information relating to employees in the bargaining unit, as may be required by the Institute for collective bargaining purposes, or as an aid in the administration of this Agreement. The Employer is not obliged to provide personal and confidential information about individual employees.

ORIENTATION OF EMPLOYEES

- 8.7. When employees are hired, the Employer will, as part of their orientation:
- a) Provide them with a copy of the collective agreement; and
 - b) Inform them that they may elect to become a member of the Institute, and that the Employer will deduct union dues from their pay in accordance with Article A-6 notwithstanding their election in respect of membership.

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8.8. The Group President of the Institute, or delegate, will be provided with a period not exceeding twenty minutes, without loss of pay, to meet with the employee(s) for the purpose of acquainting them with the Institute's structure and operation.

8.9. It is the Institute's responsibility to provide the employee(s) with the name and work location of Institute representatives.

9. UNION MANAGEMENT CONSULTATION

9.1. The parties acknowledge the mutual benefits to be derived from consultation and are prepared to engage in consultation on matters of concern to either party.

9.2. The union-management consultation committee established for this purpose may discuss any matters of mutual interest or concern and make recommendations to the Institute and the Employer. However, the committee has no jurisdiction to add to, rescind, disregard or, in any way, amend any provision of this Agreement or to require any action to be taken by either the Institute or the Employer.

9.3. The Employer agrees that new policies bearing on the employees will not be introduced, and existing policies will not be cancelled or amended, in such a manner as to affect the rights and entitlements of the employees, until such time as the Institute has been given a reasonable opportunity to consider and meaningfully consult on the Employer's proposals through participation on the union-management consultation committee.

9.4. This consultation process may be initiated by either party. However, the union-management consultation committee shall meet at least once per quarter unless otherwise agreed.

9.5. Minutes of the union-management consultation committee meetings shall be signed by at least one member of each party and retained on file. A copy shall be posted on designated hospital bulletin boards.

10. INFORMAL PROCESS FOR RESOLUTION OF DIFFERENCES

10.1. The parties to this Agreement recognize the value of informal discussion between employees and the Employer with a view to the resolution of differences without recourse to the grievance procedure.

10.2. When an employee, the Institute or the Employer gives notice that she wishes to attempt to resolve an issue through the informal process, the period between such notice and a final response, shall not count as elapsed time for the purpose of grievance procedure time limits. The parties will deal with the issue as expeditiously as possible.

10.3. Employees may elect to be accompanied or represented by an Institute representative.

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- 10.4. Within 21 calendar days of the circumstances giving rise to the issue:
- a) The employee shall notify her manager that she wishes to discuss the issue. In the event that this discussion does not resolve the issue to the satisfaction of the employee, it may then be submitted as a grievance subject to and in accordance with Article A-11; or
 - b) A local representative may refer an issue raised by an employee or group of employees to the appropriate representative of the Employer. In the event that the issue cannot be resolved to their satisfaction, it may then be submitted as a grievance subject to and in accordance with Article A-11.

11. GRIEVANCE PROCEDURE

DEFINITION

- 11.1. “*Grievance*” means:
- a) Any difference between the parties to or the employees bound by this Agreement concerning its interpretation, application, administration or alleged contravention; or
 - b) Any claim by an employee bound by this Agreement that she has been unjustly disciplined or discharged.

GRIEVANCE PROCEDURE

- 11.2. An employee must file a grievance through the Institute.
- 11.3. There shall be two steps in the grievance procedure:
- a) Step 1 – the first immediate excluded supervisor of the department within which the employee works, or in their absence as designated by the Executive Team.
 - b) Step 2 – the Chief Executive Officer or delegate.
- 11.4. A grievance may be initiated directly at Step 2 when it concerns:
- a) The discharge of an employee; or
 - b) Where it appears that the nature of the grievance is such that a decision cannot be rendered at Step 1.

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- 11.5. A grievance must be filed in written form providing sufficient particulars of the circumstances giving rise to the grievance so as to make the other party aware of the provision or provisions of the Agreement in dispute.
- 11.6. The designated officer of the Employer will provide a decision and reasons for the decision in writing.

TIME LIMITS

- 11.7. A grievance may be presented at Step 1 no later than 28 calendar days after;
- a) The employee(s) first became aware of the decision, action or circumstances giving rise to the grievance; or
 - b) A decision has been rendered on a complaint initially dealt with in the informal process for the resolution of differences described in Article A-10.
- 11.8. The appropriate Senior Manager will respond in writing no later than 28 calendar days after receipt of the grievance.
- 11.9. A grievance may be presented at Step 2 no later than 28 calendar days after;
- a) A decision has been rendered at Step 1; or
 - b) In the case of a grievance that may be initiated directly at Step 2 pursuant to paragraph A11.04, the decision, action or circumstances giving rise to the grievance became known.
- 11.10. The Chief Executive Officer, or delegate, will respond to the grievance in writing no later than 28 calendar days after receipt of the grievance.
- 11.11. Where it is necessary to present a grievance or response by mail, it shall be deemed to have been presented on the day on which it was postmarked, for the purpose of compliance with time limits. The reply or response shall be deemed to have been received on the day it is delivered to the appropriate party and the time limits for any subsequent action will be calculated from the date of receipt.
- 11.12. The time limits specified herein are mandatory but may be extended by mutual agreement in writing between the authorized representative of the Institute and the Employer.
- 11.13. A grievance not presented or progressed within the prescribed time limits shall be deemed to have been abandoned.

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- 11.14. Where a response is not provided within the prescribed time limits, the grievance may be progressed to the next step no later than 28 calendar days after the response was due.

EMPLOYER GRIEVANCE

- 11.15. The Institute recognizes the right of the Employer to file a grievance as defined in paragraph A11.01. Such grievance will be presented to the Institute's National Office in accordance with the procedures and time limits governing Step 2 of the grievance procedure.

POLICY GRIEVANCE

- 11.16. 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 Institute, 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 Institute or the Employer shall be submitted to the other Party at Step 2 of the grievance procedure within twenty-eight (28) calendar days following the circumstance giving rise to the grievance.

12. ARBITRATION

PROCEDURE

- 12.1. Where a dispute arises between an employee and the Employer relating to a claim that she has been unjustly disciplined or discharged or between the Institute and the Employer relating to the interpretation, application, administration or alleged contravention of this Agreement, including any question as to whether the dispute is arbitral, either of the parties may, after duly exhausting the grievance procedure established pursuant to Article A-11, notify the other party, in writing, of its intent to refer the dispute to arbitration.
- 12.2. Notice of referral must be provided within 60 calendar days of the decision rendered at Step 2 of the grievance procedure. If not so referred within 60 calendar days, the grievance will be deemed to have been withdrawn.
- 12.3. The arbitration of disputes shall be conducted by a single arbitrator mutually agreed upon between the parties. 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 three names of persons proposed for the selection of an agreed upon arbitrator.
- 12.4. The Employer and the Institute shall endeavour to select an impartial arbitrator, agreeable to both parties, to hear and render a decision on the dispute. Should the parties remain unable

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to agree on the selection of an arbitrator within 30 calendar days of the issuance of the notice of referral, either party may then make a written request to the Minister, as set out in Part I of the *Canada Labour Code*, to appoint an arbitrator.

- 12.5. The arbitrator shall have the jurisdiction and authority, and shall be subject to such limitations in respect thereof, as set out in Part I of the *Canada Labour Code* but shall not have the authority to add to, rescind, disregard or, in any way, to amend this Agreement or any provision thereof.
- 12.6. The arbitrator shall hear the representations of the parties and render a written decision in respect of the dispute which shall be final and binding on the parties and any employee affected thereby.
- 12.7. The costs and expenses of the arbitrator shall be borne equally by the parties.
- 12.8. The time limits stipulated herein may be extended by mutual agreement of the parties.

MEDIATION

- 12.9. As an alternative to arbitration, a dispute may, by mutual agreement of the parties, be referred to a mediator who shall attempt to bring the parties to a mutually satisfactory resolution. In the event that resolution cannot be attained, the mediator may, by mutual agreement of the parties, render an oral decision. Any such decision will be made without prejudice to similar cases nor will it establish precedent. Such a decision shall be final and binding on both parties in respect of that dispute

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B. PAY, ALLOWANCES AND BENEFITS

B.1. PAY ADMINISTRATION

- B.1.1. An employee shall be paid for services rendered in accordance with the rates of pay specified for the level of the position on which the employee is employed.
- B.1.2. Employees shall be paid bi-weekly with pay days being alternate Fridays.
- B.1.3. Overtime or any other extra payment shall be paid on the regular pay day for the pay period in which the overtime or extra payment was earned, unless otherwise mutually agreed between the employee and the Employer.
- B.1.4. Any overpayment incurred will be recovered in the following manner:
- a) If the overpayment is in excess of fifty dollars (\$50.00), the Employer will, at least one month before recovery action is implemented, notify the employee of the details in writing of an overpayment and the Employer's intention to recover the overpayment.
 - b) (i) If the employee disputes the overpayment, the employee shall have twenty-one (21) calendar days from the date of notice of the overpayment to notify the Employer in writing of the quantum of the overpayment in dispute and the general basis for the dispute. The employee shall also provide a copy of the written notice to the Institute.
(ii) Once the thirty (30) day period referred to in paragraph (a) above has expired, the Employer may initiate recovery under paragraph (f) below of any amount of the overpayment which is not in dispute.
 - c) The parties shall have fifteen (15) calendar days from the employee's notice to engage in informal discussions in an effort to promote a cooperative and expedited resolution of the dispute. This period of time may be extended on mutual consent and shall not be unreasonably denied by either party.
 - d) Should the parties fail to reach a resolution during the period of informal discussion, the institute shall, within a further forty eight (48) hours, excluding weekends and general holidays, provide the Employer with written notice of its intent to remit the dispute to a mutually agreed arbitrator for an expedited determination of the issue(s) in dispute.
 - (i) Should the arbitrator determine the issue(s) to be of such complexity or significance to require further consideration, the dispute shall be resolved by the arbitrator as per the arbitration procedure in Article A-12 of the collective agreement;
 - (ii) The parties shall equally share the costs of the fees and expenses of the arbitrator.

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- e) If the dispute is not resolved to the satisfaction of either party within sixty (60) calendar days of the dispute being remitted to an arbitrator, the Employer may initiate recovery of the quantum of the overpayment in dispute as per this provision. Recovery may start on the sixtieth (60th) calendar day from the date the written notice was provided by the institute to the Employer under paragraph (d) above.
- (iii) Should the dispute be resolved in favour of the employee after the Employer has initiated recovery, the Employer shall reimburse all monies owed to the employee within thirty (30) calendar days.
- f) Recovery will not exceed ten percent (10%) of the employee's net pay each pay period until the entire amount is recovered. It is understood the employee may agree to a higher amount. If the employee advises Human Resources that the stated recovery action will create a hardship, a lesser amount may be mutually agreed to. The Employer's agreement will not be unreasonably withheld. Notwithstanding the foregoing, in the event employment ceases, any outstanding amounts will be recovered from the final pay.

B.2. RECOGNITION OF PREVIOUS EXPERIENCE

- B.2.1. The rate of pay for new employees who have, and are able to certify to the satisfaction of the Employer, relevant previous working experience in their professional field shall be:
 - a) Less than two years experience Step 1;
 - b) Two or more but less than three years experience Step 2;
 - c) Three or more but less than four years experience Step 3;
 - d) Four or more but less than five years experience Step 4;
 - e) Five or more but less than six years experience Step 5;
 - f) Six or more but less than seven years experience Step 6;
 - g) Seven or more but less than eight years experience Step 7;
 - h) Eight or more but less than nine years experience Step 8;
 - i) Nine or more years experience Step 9;provided that not more than 5 years have elapsed since such experience was acquired.
- B.2.2. Where experience has been calculated in hours, 1,956 paid hours shall equate to one year of experience.
- B.2.3. If a period of more than 5 years has elapsed since such experience has been acquired, the rate of pay for the new employee shall be established at the discretion of the Employer.

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B.3. RECOGNITION OF EDUCATION

B.3.1. In addition to the salary set out in Appendix 1, employees who so qualify shall be paid the education allowance set out in this article, subject to the following conditions:

- a) During the recruitment process for a new employee the Employer shall provide the employee a copy of the job description for the position, and shall advise the employee, in writing, of his/her eligibility to receive the allowance if they possess any education or training identified as being “desirable” on the job description. Upon the approval of the Employer that the submitted degree, etc. under sub-paragraph (d) below meets the “desirable” education or training, the employee will be entitled to receive the said allowance;
- b) Should the employee take extra training after being hired and thereby become eligible for said allowance, the employee will apply to the Employer to receive the allowance.
- c) An employee who possesses education or training which the employee believes is related to and utilized in the performance of his/her duties, other than that identified as being “desirable” on the job description for the employee’s position, may request that the Employer give consideration to including such education or training as being “desirable” for the position. In the event that the Employer, at its discretion, agrees that the education or training is “desirable” in regard to the performance of the employee’s duties, then the employee shall be entitled to be paid the education allowance set out in this article.
- d) The employee has provided the Employer with a copy of the appropriate degree, diploma, certificate or other acceptable evidence of successful completion of the education program.
- e) In respect of employees hired after November 19, 2001, the education allowance shall not be paid where the possession of the degree, diploma or certificate is a basic requirement of the employee’s position; and
- f) The allowance specified in this article shall not be paid retroactively for any period preceding the date of the employee’s application.

B.3.2. For employees who qualify, the amount of the education allowance shall be:

	Per Year	Per Hour
a) Recognized specialty course of 3 to 6 months	\$ 255	\$ 0.13
b) Recognized specialty course of 7 to 12 months	\$ 390	\$ 0.20

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c) One year certification course	\$ 710	\$ 0.36
d) Bachelor's degree	\$ 875	\$ 0.45
e) Master's degree/Nurse Practitioner	\$1,200	\$ 0.61

B.3.3. The education allowance is not cumulative and an employee shall be paid only the highest allowance for which eligible.

B.3.4. 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.

B.3.5. The education allowance will be included in the pay for each pay period.

B.4. SERVICE INCREMENTS

B.4.1. Subject to Paragraph B4.02 and B4.03, the salary of an employee shall be increased to the next higher step in the rates of pay set out in Appendix 1 upon accumulation of 1,956 paid straight time hours following commencement of employment or advancement to the current step until such time as the higher step is attained.

B.4.2. A service increment will only be withheld for unsatisfactory performance pursuant to Paragraph B4.03 if the performance deficiencies have been brought to the employee's attention and documented through a performance evaluation conducted in accordance with Article F-8.

B.4.3. The following provisions will apply with respect to the withholding of an employee's service increment for unsatisfactory performance:

The employee will receive the service increment at the time specified in Paragraph B4.01. However, if performance deficiencies had been brought to the employee's attention through the most recent performance evaluation conducted prior to the employee becoming eligible to receive this service increment, the employee shall be advised, in writing, that his/her next service increment under paragraph B4.01 will be withheld unless the employee has achieved satisfactory performance prior to that time.

B.4.4. Where a service increment and any other transactions such as reclassification, promotion, or salary revision are effective on the same date, the service increment shall be processed first followed by the other transactions.

B.5. RATE OF PAY UPON PROMOTION OR DEMOTION

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PROMOTION

- B.5.1. An employee's rate of pay on promotion to a position in a higher classification level shall be that rate in the scale of rates for the higher classification level that gives the employee an increase in pay of at least 8%.

DEMOTION

- B.5.2. An employee's rate of pay on demotion to a position in a lower classification level shall be that rate in the scale of rates for the lower classification level that is nearest to but not greater than the employee's former rate of pay.

B.6. ACTING PAY

- B.6.1. Employees shall be paid acting pay when they are required to act in and perform the duties of a position in a higher classification level for a period not exceeding six months.
- B.6.2. An employee's rate of pay while acting in higher rated position shall be that rate in the scale of rates for the higher classification level that gives the employee an increase in pay of at least 6%.
- B.6.3. An employee may refuse to act in the higher rated position provided that there is another qualified employee available and willing to act in the higher rated position.

B.7. RESPONSIBILITY PAY

- B.7.1. a) When in charge of a unit, a Registered Nurse on shift work shall be paid in addition to regular pay and any other premium or allowance, a responsibility allowance equal to 10% of the straight time rate for all hours worked:
- i. On Saturday, Sunday and general holidays;
 - ii. Before 0800, Monday to Friday, inclusive;
 - iii. After 1600, Monday to Friday, inclusive.
- b) The Employer shall not assign a Registered Nurse on shift work to be in charge of a unit until after the Registered Nurse has completed a period of three (3) calendar months at the hospital in which the unit is located, unless there is no other Registered Nurse on shift who has completed the three (3) calendar month period.

B.8. SHIFT AND WEEKEND PREMIUMS

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SHIFT PREMIUM

- B.8.1. A shift work employee shall be paid a shift premium of \$3.25 per hour for all hours worked between 16:00 and 08:00, including overtime hours. The shift premium will not be paid for any hours worked between 08:00 and 16:00.

WEEKEND PREMIUM

- B.8.2. Employees shall be paid a weekend premium of \$3.25 per hour for all hours worked, including overtime hours, between 20:00 on Friday and 08:00 Monday.

B.9. YUKON BONUS

- B.9.1. Subject to the conditions set out in this article, each employee shall be entitled to a Yukon Bonus in the amount of \$2,242 upon the completion of the first year of continuous service and upon the completion of each subsequent year of continuous employment.
- B.9.2. Part time employees shall be paid the Yukon Bonus on a proportionate basis as compared to full time employees; that is the amount of the bonus shall be calculated on the basis of the number of straight time hours worked as compared to the number of hours constituting a full time position.
- B.9.3. The Yukon Bonus shall be paid out on the regular pay day for the pay period following the pay period in which the employee's qualifying date falls. Unless otherwise advised one pay period in advance by submission of the requisite form, the Employer will not deduct income tax from the Yukon Bonus.
- B.9.4. Upon layoff, employees shall be paid the Yukon Bonus, on a pro-rated basis, based on the number of completed months worked since their last qualifying date or commencement of employment.

B.10. REGISTRATION FEES

- B.10.1. The Employer shall, on an annual basis, reimburse an employee for 100% of the payment of all professional membership registration or licensing fees paid to an organization, government or governing body when one or more of the following conditions apply:
- a) When such registration or license is a requirement for appointment to the position;
 - b) When such registration or license is a condition of continued employment in the position;
 - c) When, for the purpose of maintaining professional standing, such registration fees are paid to a governing body outside the Yukon Territory solely because no equivalent governing body exists in the Yukon Territory. Reimbursement on this basis will be limited to registration fees paid to one governing body only.

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- B.10.2. The Employer will reimburse the employee within 30 days of receipt of verification of registration or licensing.
- B.10.3. The Employer shall reimburse a new employee 100% of the payment previously made by the employee for all professional membership registrations or licensing fees pursuant to Paragraph B10.01, subject to the following conditions:
- a) The employee provides the Employer with verification of the employee's previous payment for the applicable registration or licensing fee; and
 - b) The Employer will reimburse the employee on a pro-rata basis for that part of the annual registration or licensing fees previously paid by the employee which is related to the remainder of the payment period until the next annual registration or licensing fees become payable.

B.11. SEVERANCE PAY

ON LAY-OFF

- B.11.1. An employee who has completed one or more years of continuous employment and who is laid off shall be paid severance pay at the time of lay-off as follows:
- a) On the first lay-off from the Employer, two weeks pay for the first and one weeks pay for each succeeding complete year of continuous employment up to a maximum of 30 weeks.
 - b) On the second or subsequent lay-off from the Employer, one weeks pay for each completed year of continuous employment, less any other period in respect of which the employee was previously granted severance pay.

ON RESIGNATION

- B.11.2. An employee who has completed seven or more years of continuous employment shall be paid, on resignation from the Employer, severance pay of one-half weeks pay for each completed year of continuous employment up to a maximum of 28 weeks less any period in respect of which such employee was previously granted severance pay. Employees hired after March 16, 1998 are not entitled to severance pay on resignation.

ON RETIREMENT

- B.11.3. On retirement from the Employer, an employee who is entitled to an immediate pension under the *Yukon Hospital Pension Plan* shall be paid severance pay of one weeks pay for each completed year of continuous employment, less any period in respect of which such employee was previously granted severance pay up to a maximum of 30 weeks. Employees hired after December 31, 2001 are not entitled to severance pay on retirement.

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ON RELEASE FOR INCAPACITY

- B.11.4. An employee who has completed one year or more of continuous employment and who ceases to be employed by reason of release for incapacity shall be paid, at the time of release, severance pay of one weeks pay for each completed year of continuous employment up to a maximum of 28 weeks.

LIMITATION

- B.11.5. The total amount of severance pay paid to an employee pursuant to this article shall not exceed thirty weeks.
- B.11.6. An employee whose employment is terminated for just cause will not be entitled to severance pay.

B.12. MATERNITY OR PARENTAL ALLOWANCE

- B.12.1. An employee who has been granted maternity or parental leave without pay shall be entitled to a maternity or parental allowance, in accordance with the terms of the *Supplemental Unemployment Benefit Plan*, provided that he or she has:
- a) Completed one year of continuous employment prior to the commencement of maternity or parental leave;
 - b) Provides the Employer with proof that he or she has applied for and is eligible to receive maternity benefits pursuant to Section 22 of the *Employment Insurance Act* or parental benefits pursuant to Section 23 of the Act in respect of insurable employment with the Employer; and
 - c) Signed an agreement with the Employer as set out in paragraph B12.05.
- B.12.2. In cases where both parents are employees, leave under this Article is limited to one or the other of parents, but not both. In the alternate, 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 unless one parent is unable to care for the child due to illness, injury, death or other hardship for the family.
- B.12.3. 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 Supplemental Unemployment Benefits (SUB) plan as follows:
- i. For the first week 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

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- ii. For up to the maximum of sixteen (16) 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 Paragraph B12.03 (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 Article B12.03 (a) shall be adjusted accordingly
- B.12.4. In the calculation of the maternity or parental allowance, the weekly rate shall be:
- a) For a full-time employee, the annual rate of pay for the employee's regular position divided by 52.176;
 - b) For a part-time employee, the annual rate of pay for the employee's regular position divided by 52.176 multiplied by the part-time employee's FTE.
- B.12.5. An applicant for the maternity or parental allowance shall sign an agreement with the Employer, providing that:
- a) Unless another form of leave is granted by the Employer, he or she will return to work on the expiry date of the maternity or parental leave; and
 - b) He or she will work a minimum of 980 hours.
- B.12.6. In calculating time worked in relation to the obligations set out in paragraph B12.05:
- a) Periods of leave with pay shall count as time worked;
 - b) Periods of leave without pay shall not be counted as time worked but shall suspend the obligation period for a period equal to the duration of leave without pay.
- B.12.7. An employee who fails to meet the obligations defined in paragraph B12.05 for reasons other than death, disability or lay-off will become indebted to the Employer for repayment

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of the maternity or parental allowance in an amount proportionate to the number of hours not worked in relation to the required total of 980 hours.

- B.12.8. Where an employee becomes eligible for a pay increment or a general wage increase while in receipt of the maternity or parental allowance, the amount of the allowance shall be adjusted accordingly.

Benefits Coverage During Maternity/Parental Leave

- B.12.9. The Employer shall continue to pay its share of the premium cost for the insurance benefits set out in Article B-13, provided that the employee continues to pay their share of the premium cost:
- a) For the first 17 weeks of an employee's maternity leave, and
 - b) For the first 17 weeks of an employee's parental leave, other than for an employee who is covered by sub-paragraph a) above.

B.13. BENEFIT PLANS

GENERAL

- B.13.1. a) In regard to the plans listed in Article B-13, all benefit plan coverage's, 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 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 Institute.
- B.13.2. The specific benefits, services or supplies covered by the plans identified herein and the terms and conditions under which benefits are payable, including any limitations thereto, shall be set out in a booklet or other appropriate information source which shall be made available to each employee.
- B.13.3. Any arrears incurred for the payment of benefit premiums will be recovered in the following manner:
- a) If the arrears are in excess of fifty dollars (\$50.00), the Employer will, at least one month before recovery action is implemented, notify the employee of the details in writing of the arrears and the Employer's intention to recover the arrears.

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- b) (i) If the employee disputes the arrears, the employee shall have twenty-one (21) calendar days from the date of notice of the arrears to notify the Employer in writing of the quantum of the arrears in dispute and the general basis for the dispute. The employee shall also provide a copy of the written notice to the Institute.
- (ii) Once the thirty (30) day period referred to in paragraph (a) above has expired, the Employer may initiate recovery under paragraph (f) below of any amount of the arrears which is not in dispute.
- c) The parties shall have fifteen (15) calendar days from the employee's notice to engage in informal discussions in an effort to promote a cooperative and expedited resolution of the dispute. This period of time may be extended on mutual consent and shall not be unreasonably denied by either party.
- d) Should the parties fail to reach a resolution during the period of informal discussion, the institute shall, within a further forty eight (48) hours, excluding weekends and general holidays, provide the Employer with written notice of its intent to remit the dispute to a mutually agreed arbitrator for an expedited determination of the issue(s) in dispute.
- (i) Should the arbitrator determine the issue(s) to be of such complexity or significance to require further consideration, the dispute shall be resolved by the arbitrator as per the arbitration procedure in Article A-12 of the collective agreement;
- (ii) The parties shall equally share the cost of the fees and expenses of the arbitrator.
- e) If the dispute is not resolved to the satisfaction of either party within sixty (60) calendar days of the dispute being remitted to an arbitrator, the Employer may initiate recovery of the quantum of the arrears in dispute as per this provision. Recovery may start on the sixtieth (60th) calendar day from the date the written notice was provided by the institute to the Employer under paragraph (d) above.
- (i) Should the dispute be resolved in favour of the employee after the Employer has initiated recovery, the Employer shall reimburse all monies owed to the employee within thirty (30) calendar days.
- f) Recovery will not exceed ten percent (10%) of the employee's net pay each pay period until the entire amount is recovered. It is understood the employee may agree to a higher amount. If the employee advises Human Resources that the stated recovery action will create a hardship, a lesser amount may be mutually agreed to. The Employer's agreement will not be unreasonably withheld. Notwithstanding the foregoing, in the event employment ceases, any outstanding amounts will be recovered from the final pay.

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- B.13.4. The Employer will establish a Group Life Insurance Plan with an insurer in which employees may enrol at their option. The plan shall make provision for a benefit of two times the employee's basic annual earnings payable to a beneficiary or the employee's estate upon the death of the employee. Participating employees will pay 100% of the premium through payroll deduction. In order for employees to become eligible for Group Life Insurance, the employee must have worked a minimum of 90 calendar days.

LONG TERM DISABILITY PLAN

- B.13.5. Except where otherwise specifically limited or qualified in this Agreement for some categories of employees, the Employer will pay 95% of the premium costs in respect of employees who commenced employment prior to October 1st, 1993, and 50% of the premium costs in respect of employees who commenced employment on or after that date, of a plan providing for long term disability benefits for employees as set out in the specific plan. The employee will pay the balance of the premium costs through payroll deduction as a condition of employment. The plan shall make provision for the payment of 70% of pre-disability earnings with the Employer following the qualification period and for the periods of time as set out in the plan. In order for employees to become eligible for Long Term Disability, the employee must have worked a minimum of 90 calendar days.

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EXTENDED HEALTH AND DENTAL PLANS

- B.13.6. Except where otherwise specifically limited or qualified in this Agreement for some categories of employees, the Employer will pay 100% of the premium costs of a plan or plans providing health care and dental benefits for employees and dependents as set out in the specific plan.
- a) Physiotherapy has an annual maximum of \$1000 per eligible person
 - b) Effective the first day of the month following ratification of the new Collective Agreement, the Parties agree that the Extended Health Plan will be modified to apply the Carrier's "Mandatory Generic Drug Plan".

The following terms shall be applied:

- i. The Mandatory Generic Drug Plan covers the cost of a prescription up to the equivalent lowest priced generic drug.
- ii. Brand name drugs whose patents have not expired continue to be covered by the Plan.
- iii. Employees and their eligible dependents will still have the option of having the brand name drugs dispensed and will pay the difference in the cost of the brand name V. the generic drugs.
- iv. When certified to be medically necessary by the employee's or their eligible dependent's physician, brand name drugs will be covered by the plan.

B.14. PENSION PLAN

B.14.1. The Yukon Hospital Pension Plan shall form part of this collective agreement. Entitlement to participation in the pension plan is specifically limited or qualified for some categories of employees.

B.14.2. Any arrears incurred for the payment of pension Contributions will be recovered in the following manner:

- a) If the arrears are in excess of fifty dollars (\$50.00), the Employer will, at least one month before recovery action is implemented, notify the employee of the details in writing of the arrears and the Employer's intention to recover the arrears.
- b) (i) If the employee disputes the arrears, the employee shall have twenty-one (21) calendar days from the date of notice of the arrears to notify the Employer in writing of the quantum of the arrears in dispute and the general basis for the dispute. The employee shall also provide a copy of the written notice to the Institute.

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- (ii) Once the thirty (30) day period referred to in paragraph (a) above has expired, the Employer may initiate recovery under paragraph (f) below of any amount of the arrears which is not in dispute.
- c) The parties shall have fifteen (15) calendar days from the employee's notice to engage in informal discussions in an effort to promote a cooperative and expedited resolution of the dispute. This period of time may be extended on mutual consent and shall not be unreasonably denied by either party.
- d) Should the parties fail to reach a resolution during the period of informal discussion, the institute shall, within a further forty eight (48) hours, excluding weekends and general holidays, provide the Employer with written notice of its intent to remit the dispute to a mutually agreed arbitrator for an expedited determination of the issue(s) in dispute.
 - (i) Should the arbitrator determine the issue(s) to be of such complexity or significance to require further consideration, the dispute shall be resolved by the arbitrator as per the arbitration procedure in Article A-12 of the collective agreement;
 - (ii) The parties shall equally share the cost of the fees and expenses of the arbitrator.
- e) If the dispute is not resolved to the satisfaction of either party within sixty (60) calendar days of the dispute being remitted to an arbitrator, the Employer may initiate recovery of the quantum of the arrears in dispute as per this provision. Recovery may start on the sixtieth (60th) calendar day from the date the written notice was provided by the institute to the Employer under paragraph (d) above.
 - (i) Should the dispute be resolved in favour of the employee after the Employer has initiated recovery, the Employer shall reimburse all monies owed to the employee within thirty (30) calendar days.
- f) Recovery will not exceed ten percent (10%) of the employee's net pay each pay period until the entire amount is recovered. It is understood the employee may agree to a higher amount. If the employee advises Human Resources that the stated recovery action will create a hardship, a lesser amount may be mutually agreed to. The Employer's agreement will not be unreasonably withheld. Notwithstanding the foregoing, in the event employment ceases, any outstanding amounts will be recovered from the final pay.

B.15. PRECEPTORING PREMIUM

- B.15.1. The Employer shall establish a roster on which employees may indicate their interest in performing preceptoring duties with approved post-secondary students.

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- B.15.2. The Employer shall first consider assigning preceptoring duties, on a seniority basis, to qualified employees who are on the roster referred to in Article B15.01.
- B.15.3. An employee assigned preceptoring duties with an approved post-secondary student by the Employer shall receive a premium of sixty cents (\$0.60) per hour, including any overtime hours that the employee is performing the preceptoring duties.

B.16. COMMUNITY BENEFITS AND ALLOWANCES

B.16.1. The Parties acknowledge that the Employer has issued a Human Resources policy (“Policy HR-35”) 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) Recruitment and Retention Bonus;
- b) Remote Living Allowance;
- c) Travel days.

(Note: For the purpose of Article B-16, the above 3 benefits and allowances shall collectively be referred to as the “Community Benefits and Allowances”.)

B.16.2. The employer agrees to provide written notice to the YHC Group Executive of the Institute of any revision(s) to Policy HR-35 in regard to any of the Community Benefits and Allowances referred to in Article B16.01, 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 YHC Group Executive of the Institute may make representations to the Employer concerning the revision(s) which the Employer proposes to implement.

B.16.3. An Employee who is covered by any/all of the Community Benefits and Allowances referred to in Article B16.01 shall be entitled to file and advance a grievance pursuant to Articles A-11 and A-12 regarding the Employer’s interpretation, application, administration or alleged contravention, vis-à-vis that employee, of the applicable Community Benefits and Allowances provision which were in effect at the time of the circumstances upon which the employee’s grievance is based.

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C. WORKING CONDITIONS

C.1. SCHEDULING OF WORK

GENERAL

C.1.1. Subject to the conditions and limitations set out in this Agreement, the Employer has the right to determine hours of operation and to establish shift schedules to meet the operational requirements of the hospital.

C.1.2. Hours of work shall be scheduled in accordance with the provisions of Article C-2.

SHIFT SCHEDULES

C.1.3. In the establishment of shift schedules, the Employer shall:

- a) Not establish or schedule split shifts;
- b) Schedule shifts over a minimum period of 28 calendar days;
- c) Schedule days of rest so that employees have no less than two days of rest in each seven day period calculated from the beginning of the shift schedule;
- d) Unless otherwise agreed to by the employee concerned, schedule weekend work (i.e. 2 scheduled shifts within the period Friday 20:00 to Monday 08:00) so that, to the extent possible, employees have every second weekend off, but in no case shall employees have less than one-half of the weekends off averaged over two shift cycles.
Note: Sub-paragraph C1.03 (d) does not apply to part time employees who have been engaged specifically to provide weekend coverage;
- e) Operational requirements permitting, schedule work on a general holiday so that employees are off work on at least six general holidays on the actual day of the holiday, at least one of which shall be either Christmas Day or New Years Day, unless otherwise agreed to by the employee concerned;
- f) Where shifts of 7 1/2 hours are established, schedule shifts so that employees have at least 14 hours off duty between shifts;
- g) Consider the wishes of the majority of the affected employees in the arrangement of shifts within the shift schedule; and
- h) Post shift schedules 21 days in advance of the commencement date of a new shift schedule. Schedules posted earlier shall be considered interim and shall not be effective until 21 calendar days in advance of the commencement of the schedule.

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- i) 1. An employee who works overtime following his/her shift is required to have eight (8) consecutive hours off after the completion of his/her overtime hours prior to the commencement of his/her next scheduled shift.
 2. To get the eight (8) consecutive hours off, the employee shall start his/her next scheduled shift at the time which is eight (8) hours from the completion of his/her overtime hours. The employee shall finish the shift at the scheduled time and shall be paid as though he/she had worked the whole scheduled shift.
 3. The employee shall advise the Employer when he/she will not be reporting to work at his/her scheduled time, as well as the time the employee will be reporting to work as per the sub-paragraph 2 above.
 4. Article C1.03 (i) shall not apply to employees who have less than eight (8) consecutive **hours** off because they have requested a particular shift arrangement pursuant to Article C1.06.
- C.1.4. Where changes to a work schedule are required, which will affect the majority of the employees governed by such schedule; such changes will not be implemented without prior consultation with the **Institute representative**.
- C.1.5. Employees who are given less than four calendar days advance notice of a change in their shift schedule will be entitled to payment at time and one-half for the first four hours worked and double time for all hours worked thereafter on the first shift in the changed schedule. This provision shall not apply to the second or subsequent shifts worked in the changed schedule.
- C.1.6. With the approval of the Employer, employees may exchange days or hours of work if there is no increase in cost to the Employer.

COOPERATIVE WORK SCHEDULES

- C.1.7. Where practicable, within a work unit, the Employer will permit work schedules to be developed as a cooperative effort between the appropriate manager and the employees concerned.
- C.1.8. Cooperative work schedules may include regular, flexible, or compressed work week periods.
- C.1.9. Cooperative work schedules must provide the coverage required by the Employer and must be established in accordance with the provisions of Article C-2.

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- C.1.10. Cooperative work schedules, and any changes thereto, will be approved by the Employer provided that such schedules do not result in a reduction in the level and quality of coverage required by the Employer, loss of productivity, or an increase in costs in comparison to shift schedules that could be established by the Employer.
- C.1.11. In the event of any dispute concerning cooperative work schedules, the decision of the Employer will be final, subject to the right of an employee, group of employees, or the Institute, to appeal the matter through the disputes resolution processes set out in Articles A-10 to A-12 of this Agreement.

C.2. HOURS OF WORK

FULL TIME EMPLOYEES

- C.2.1. The hours of work for full time employees not engaged in shift work shall be a work week of 37½ hours, exclusive of meal breaks, comprising five days of 7½ hours each, Monday through Friday. The work day shall be scheduled to fall between the hours of 06:00 and 18:00, unless otherwise mutually agreed.
- C.2.2. The hours of work for full time employees engaged in shift work shall be 37 ½ hours per week averaged over the life of the shift schedule consisting of:
- a) Shifts of 7½ hours per day, exclusive of meal periods;
 - b) Shifts of 11 hours per day, exclusive of meal periods; or
 - c) Other variations of shifts of no less than 7½ hours and no more than 11 hours, exclusive of meal periods.

PART TIME EMPLOYEES

- C.2.3. The hours of work for part time employees not engaged in shift work shall be a defined portion of either the full time daily or weekly hours described in paragraph C2.01.
- C.2.4. The hours of work for part time employees engaged in shift work shall consist of an arrangement of shifts, as described in paragraph C2.02, which average over the life of the shift schedule a defined portion of the number of shifts worked by a full time employee in the shift schedule, such as:
- a) Three-quarters of the number of shifts worked by a full time employee;
 - b) One-half of the number of shifts worked by a full time employee; or
 - c) Other defined portions of the number of shifts worked by a full time employee.

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- C.2.5. Part-time employees may refuse to work any additional time beyond their scheduled shifts except in cases of emergency when the part time employee possesses the skills required to deal with the emergency and no qualified full-time employee is available. If no qualified available part time employee accepts the emergency work, the junior part time employee who is qualified and available will be required to work the additional hours.

CASUAL EMPLOYEES

- C.2.6. The hours of work for casual employees shall be:
- a) When replacing an absent employee, the same hours of work of the employee being replaced; or
 - b) When not replacing an absent employee, in accordance with the terms of this Agreement
- C.2.7. Casual employees may refuse work except in cases of emergency when the casual employee possesses the skills required to deal with the emergency and no other qualified employee is available. If no qualified available employee accepts the emergency work, the junior casual employee who is qualified and available will be required to accept such work.

MEAL PERIODS

- C.2.8. The Employer shall make every reasonable effort to schedule and allow one meal period of 30 minutes during each shift of between five and ten hours, and two meal periods during each shift of more than ten but less than 12 hours. If employees are required to be available for work during a meal period or when their meal period is interrupted by the requirement to perform work, they shall be paid at time and one-half for the meal period.

REST PERIODS

- C.2.9. Employees will be allowed one paid rest period of 15 minutes in each work day of 5 hours or less and two such rest periods in each work day longer than 5 hours.

C.3. DAYS OF REST

GENERAL

- C.3.1. For the purpose of determining days of rest, where an employee's shift does not commence and end on the same calendar day, such shift shall be considered, for all purposes, to have been entirely worked on the calendar day on which it commenced.

FULL TIME EMPLOYEES

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- C.3.2. In respect of full time employees not engaged in shift work, established days of rest shall be Saturday and Sunday in accordance with the provisions of paragraph C2.01 of Article C-2.
- C.3.3. In respect of full time employees engaged in shift work, established days of rest shall be any day, other than a general holiday, on which the employee is not scheduled to work.

PART TIME EMPLOYEES

- C.3.4. In respect of part time employees not engaged in shift work, established days of rest shall be Saturday and Sunday.
- C.3.5. The following provisions, regarding the designation of rest days by part time employees engaged in shift work, shall replace Clause C3.05 and shall be applicable with respect to the first commencement date, after March 31, 2020, of a new shift schedule within a work unit.
 - (a) (i) Part time employees engaged in shift work, working 0.5 FTE or less, may designate two (2) days of rest in each pay period within the shift schedule from the remaining days in that pay period which were not scheduled by the Employer as the employee's work days on the shift schedule.
 - (ii) Part time employees engaged in shift work working more than 0.5 FTE, may have three (3) days designated as rest days in each pay period within the shift schedule. The three (3) days of rest shall be designated as follows:
 - 1. The part time employee may designate two (2) days of rest in each pay period within the shift schedule from the remaining days in that pay period which were not scheduled by the Employer as the employee's work days on the shift schedule; and
 - 2. The Employer shall thereafter designate the part time employee's third (3rd) day of rest from the remaining days in that pay period which were not scheduled by the Employer as the employee's work days on the shift schedule and were not designated as rest days by the part time employee.
- (b) The following provisions shall be utilized to designate the part time employee's days of rest, pursuant to Clause 3.05(a):
 - (i) At least thirty-five (35) days before the commencement date of a new shift schedule, the Employer will provide each part time employee engaged in shift work with a copy of their proposed individual shift schedule.
 - (ii) The part time employee may, by the twenty-eight (28th) day before the commencement of the new shift schedule, provide the Employer with the two (2) days of rest, in each pay period within the proposed individual shift schedule,

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designated by the employee from the remaining days in the pay period that the employee is not scheduled by the Employer to work.

- (iii) Subject to sub-paragraph (b)(iv) below, the Employer shall then schedule the third (3rd) designated day of rest for a part time employee covered by Clause C3.05 (a) (ii) above, from the remaining days in the pay period that the employee is not scheduled by the Employer to work and were not designated as rest days by the employee, on the shift schedule when posted pursuant to Clause C1.03(h).
- (iv) In the event a part time employee does not provide their designated days of rest for any pay period in the employee's proposed shift schedule within the time frame set out in sub-paragraph (b)(ii) above, the Employer shall not schedule any designated days of rest for the part time employee during the applicable pay period.
- (v) The day of rest which is designated the earliest in the work week by the part time employee or the Employer shall be considered the part time employee's first day of rest ("RST₁"). Any subsequent day of rest which is designated in the same work week shall be considered the employee's second day of rest ("RST₂").

CASUAL EMPLOYEES

- C.3.6. Casual employees have no established or designated days of rest. However, when assigned to the position of an absent employee, a casual employee will assume the rest days of the position while so assigned.

C.4. OVERTIME

DEFINITIONS

- C.4.1. "*Overtime*" means:

- a) In respect of full time employees:
 - i. Time worked in excess of the employee's scheduled hours;
 - ii. Time worked outside scheduled hours or on days of rest.
- b) In respect of part time employees not engaged in shift work:
 - i. Time worked in excess of scheduled hours except that, where less than 7 ½ hours are scheduled, overtime will not commence until after the expiration of 7 ½ hours of work;
 - ii. Time worked on established days of rest;
 - iii. Time worked in excess of 37 ½ hours per week.
- c) In respect of part time employees engaged in shift work:

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- i. Time worked in excess of the employee's scheduled hours;
 - ii. Time worked on designated days of rest
 - iii. Time worked in excess of 37 ½ hours per week averaged over a complete shift schedule.

- d) In respect of casual employees:
 - i. When assigned to the position of an absent employee not engaged in shift work, time worked in excess of 7 ½ hours in a day or 37 ½ hours in a week or time worked on the established rest days of the absent employee's position;
 - ii. When assigned to the position of an absent employee engaged in shift work, time worked in excess of the hours established for each shift or time worked in excess of 37 ½ hours per week averaged over a complete shift cycle;
 - iii. When not replacing an absent employee, time worked in excess of 11 continuous hours exclusive of meal periods; or time worked in excess of 75 hours in a two week pay period.

- e) In respect of all employees
 - i. Time worked as a result of a call-back pursuant to Article C-6; and
 - ii. Time worked on a general holiday.

- C.4.2. a) "*Time and one-half*" mean 1 ½ times the employee's straight time hourly rate of pay.

- b) "*Double time*" means two times the employee's straight time hourly rate of pay.

OVERTIME PAYMENT

- C.4.3. An employee who works overtime, as defined in paragraph C4.01, shall be paid, at the applicable overtime rate, for each completed 15 minute period of overtime worked.

OVERTIME RATES FOR EXCESS HOURS OR WORK OUTSIDE SCHEDULED HOURS

- C.4.4. An employee shall be paid at time and one-half for the first four hours and double time thereafter:
 - a) For hours worked in excess of or outside scheduled hours;

 - b) In the case of employees not engaged in shift work, for time worked in excess of 37 ½ hours per week;

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- c) In the case of employees engaged in shift work, for time worked in excess of 37 ½ hours per week averaged over a complete shift schedule.

OVERTIME RATES FOR TIME WORKED ON DAYS OF REST

- C.4.5. An employee shall be paid for time worked on an established or designated day of rest:
 - a) On the first day of rest, at time and one-half for the first four hours and double-time thereafter;
 - b) On the second or subsequent days of rest, at double time.

OVERTIME RATES FOR TIME WORKED ON A GENERAL HOLIDAY

- C.4.6. a) An employee shall be paid for work on a general holiday at time and one-half for the first four hours and double time thereafter.
 - b) An employee who is required to work on a general holiday following a day of rest on which the employee also worked and was paid overtime, shall be paid for time worked on the general holiday at double time.

OVERTIME MEAL ALLOWANCE

- C.4.7. An employee who works three or more hours of overtime immediately before or immediately following scheduled hours of work shall be paid for one meal in the amount of \$16.00, except where free meals are provided. This paragraph shall not apply to an employee who is in authorized travel status and entitled to claim expenses for meals.
- C.4.8. An employee who is called to work overtime shall be allowed one unpaid meal period of 30 minutes during each overtime period of between five and ten hours, and two unpaid meal periods during each overtime period of more than ten but less than 12 hours. If employees are required to be available for work during a meal period or when their meal period is interrupted by the requirement to perform work, they shall be paid at double time for the meal period.

OVERTIME TRAVEL ALLOWANCE

- C.4.9. Where, as a direct result of being required to work overtime, an employee's normal mode of transportation to and from work is not available, the employee shall be reimbursed for the cost of a taxi or at the appropriate mileage rate for travel by private motor vehicle as set out in the Employer's Travel Policy.

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COMPENSATORY TIME

- C.4.10. In lieu of payment, all or a portion of the compensation earned under this article may, at the employee's option, be accumulated in the form of compensatory time off to a maximum of one hundred and fifty (150) hours, which shall be accumulated at the applicable overtime rate as set in this article, and taken as paid compensatory leave, subject to the following terms and conditions:
- a) Subject to operational requirements and sufficient advance notice, the Employer shall grant compensatory leave in an amount and at such time as the employee may request.
 - b) Accumulated compensatory leave unused as of March 31st in any calendar year or upon termination of employment will be paid out in the first pay period following March 31st or upon termination whichever occurs first.
 - c) Provided written notification is submitted to the Employer no later than March 1st, employees may set aside up to 150 hours to be carried over for use in the next fiscal year.
 - d) The provisions of this paragraph do not apply to term or casual employees.

NOTE: Any employee who currently has accumulated compensatory leave greater than 150 hours would have their accumulated compensatory leave bank grandfathered. However, that employee would not be entitled to accumulate any further compensatory leave until the employee's unused accumulated compensatory leave bank is under 150 hours.

GENERAL

- C.4.11. An employee is entitled to overtime pay when the overtime is authorized in advance by the employee's manager or designate.
- C.4.12. It is recognized that, notwithstanding the provisions of paragraph C4.10, it is not always possible to have overtime pre-authorized. To govern such situations, the Employer shall provide general guidelines and employees shall act in accordance with these guidelines in determining any requirement to work overtime. The Employer reserves the right to review an employee's decision but approval of overtime pay for any overtime worked as a result of the employee's decision shall not be unreasonably withheld.
- C.4.13. a) When overtime is required by the Employer, the work will be offered to the qualified Employees at the Hospital on a seniority basis pursuant to the seniority list referred to in paragraph E1.09. The required overtime work will be provided to the first employee w h o accepts the offer, even if someone with more seniority has been contacted and has n o t responded.

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- b) It shall be the employee's responsibility to advise the Employer, in writing, that the employee wants to be offered overtime work pursuant to paragraph (a) above. The Employer shall not be required to contact those employees who have not so advised the Employer that they want to be offered overtime work.
- c) When the Employer requires overtime to be performed at the end of the regular working shift which the Employer reasonably anticipates will be completed within a period of three (3) hours or less, the Employer shall, subject to paragraph (d) below, offer the overtime work, pursuant to paragraphs (a) and (b) above, to the qualified employees at the Hospital who are scheduled to work during that regular working shift.
- d) When an employee has commenced a job during his/her regular working hours which will be required to be continued as overtime work, the Employer will be entitled to have the overtime work performed by the same employee if the Employer reasonably anticipates that the time within which the job will be completed is sixty (60) minutes or less from the end of the employee's regular working hours. When the Employer requires overtime to be performed, either at the end of the regular working shift or at the end of 75 hours for casual employees, which the employer reasonably anticipates will be completed within a period of three (3) hours or less.
- e) Subject to operational requirements, the Employer shall make every reasonable effort to give employees at least seventy-two (72) hours advance notice of the requirement to work overtime.

C.4.14. An employee may refuse to work overtime for justifiable reasons.

C.5. STAND-BY

- C.5.1. When required to be available on standby during off-duty hours, an employee shall be compensated at the rate of one hour at straight time for each four hour period or portion thereof of designated standby duty.
- C.5.2. Posted periods of standby can be split by qualified employees in accordance with the following terms:
 - a) The split of the standby period must be pre-authorized by the Employer, which pre-authorization shall not be unreasonably denied.
 - b) Each employees' split of the standby period must be for the designated standby pay periods (ie. the designated 4 hours periods in clause C5.01).

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- c) An employee who is required to report for duty or perform work while on standby must complete the required work for which the employee was called back, notwithstanding that the completion of the work may extend beyond the employee's portion of the split standby period.
 - d) There shall be no increased costs received by the Employer as a result of the standby periods being split by employees.
- C.5.3. An employee designated to be on standby duty will be provided with a pager or other communication device enabling immediate contact. When contacted, the employee will respond and will, when required, report for duty as quickly as possible.
- C.5.4. No standby duty payment shall be payable if the employee cannot be contacted or fails to respond or is unable to report for duty, unless the inability to report is beyond the control of the employee.
- C.5.5. Employees who are required to report for duty or perform work while on standby duty will be compensated in accordance with the provisions of Article C-6, *Call-Back*.
- C.5.6. Standby schedules shall be posted a minimum of 14 calendar days in advance of the starting date of the schedule. If, for reasons beyond the control of the Employer, changes to the posted standby schedule must be made after the standby schedule has been posted, the employees concerned will be given as much notice as the circumstances permit.

C.6. CALL-BACK

- C.6.1. A call-back occurs when an employee, whether or not on standby duty, is called to perform work during off duty hours and is required to return to the workplace to perform such work. Call-backs do not include situations:
- a) 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;
 - b) Where an employee exercises an entitlement to refuse the work for which called;
 - c) Where an employee is called for the purpose of correcting an avoidable oversight or error that is thought to have occurred when the employee was working.

Employees will be compensated for call-backs in accordance with this article.

- C.6.2. When employees are called back to work or when employees on stand-by duty are called back to work any time outside their normal working hours, they will be paid at the overtime

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rate set out in paragraph C4.04 of Article C-4 for all hours worked with a minimum of three hours.

- C.6.3. Notwithstanding the provisions of paragraph C6.01, an employee shall be entitled to a minimum of 15 minutes pay at the rate of time and one-half for each telephone call handled outside regularly scheduled hours of work.
- C.6.4. Employees called back to work shall be required to perform any and all functions related to the situation which gave rise to the call-back. The employee shall not be required to perform unrelated functions and shall be released from duty when the situation which gave rise to the call-back has abated or no longer exists.
- C.6.5. An employee who is called back to the workplace shall be entitled to a transportation allowance in accordance with the Employer's travel policy.
- C.6.6. Employees who, as a result of being called back to work, are on duty between midnight (00:01) and 04:30 of the day on which they are scheduled to work the day shift will be released from duty at the end of the call-back period for a minimum of eight hours before assuming their scheduled shift. In addition to call-back pay pursuant to this article, employees shall receive their normal pay for the full scheduled shift.

C.7. GENERAL HOLIDAYS

C.7.1. The following days shall be general holidays with pay:

- a) New Year's Day
- b) Heritage Day
- c) Good Friday
- d) Easter Sunday
- e) Victoria Day
- f) National Aboriginal Day
- g) Canada Day
- h) Discovery Day
- i) Labour Day
- j) Thanksgiving Day
- k) Remembrance Day
- l) Christmas Day
- m) Boxing Day
- n) Any other day when proclaimed by the Yukon Territorial Government as a territorial holiday.

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**C.8. GENERAL HOLIDAY PROVISIONS APPLICABLE TO EMPLOYEES NOT
EMPLOYED IN A CONTINUOUS OPERATION**

APPLICATION

- C.8.1. This Article C-8 applies in respect of the general holidays specified in Article C-7 only to employees who are not employed in a continuous operation. For the purposes of this Article, "continuous operation" means an operation or service normally carried on without regard to Sundays or public holidays.

GENERAL HOLIDAY COINCIDING WITH A DAY OF REST

- C.8.2. When a general holiday coincides with an employee's day of rest, the holiday shall be moved to the employee's first scheduled working day immediately following the day of the general holiday.

GENERAL HOLIDAY COINCIDING WITH A DAY OF LEAVE WITH PAY

- C.8.3. Where a day that is designated as a general holiday, or becomes a general holiday for an employee in the application of paragraph C8.02, coincides with a day of leave with pay, including vacation or sick leave, the holiday shall not count as a day of leave.

HOLIDAY PAY

- C.8.4. a) In respect of pay for the general holiday, full time employees will be paid, pursuant to the terms of this article, their regular wages for the day.
- b) In respect of pay for the general holiday, part time employees will be paid, pursuant to the terms of this article, 10% of the straight time pay earned in the two week period immediately preceding the holiday with a minimum of their regular wages for the day.
- C.8.5. An employee absent without pay on both the employee's scheduled working day immediately preceding, and the scheduled working day immediately following a general holiday shall not be entitled to holiday pay, except in the case of an employee who is granted leave without pay under the provisions of Article A-7.

WORK ON A GENERAL HOLIDAY

- C.8.6. In addition to holiday pay, employees who are required to work on a general holiday shall be paid at overtime rates for all hours worked, in accordance with paragraph C4.06 of Article C-4.
- C.8.7. When a general holiday of an employee is moved to another day pursuant to paragraph C8.02:

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- 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 shall be paid for in accordance with paragraph C4.05 of Article C-4; 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 and shall be paid for in accordance with paragraph C4.06 of Article C-4.

C.8.8. For the purpose of determining work on a general holiday in respect of an employee whose shift does not commence and end on the same calendar day, such shift shall be considered, for all purposes, to have been entirely worked on the calendar day on which it commenced.

C.9. GENERAL HOLIDAY PROVISIONS APPLICABLE TO EMPLOYEES EMPLOYED IN A CONTINUOUS OPERATION

APPLICATION

- C.9.1. a) This Article C-9 applies in respect of the general holidays specified in Article C-7 only to employees employed in a continuous operation. For the purposes of this Article, "*continuous operation*" means an operation or service normally carried on without regard to Sundays or public holidays.
- b) In the application of this Article C-9 and any other related provisions of this collective agreement, the Christmas, Boxing Day and New Year's Day general holidays, as identified in Article C-7, shall be defined as follows:
- i. Christmas Day means the 24 hour period between 20:00 on December 24th and 19:59 on December 25th;
 - ii. *Boxing Day* means the 24 hour period between 20:00 on December 25th and 19:59 on December 26th
 - iii. *New Year's Day* means the 24 hour period between 20:00 on December 31st and 19:59 on January 1st.

HOLIDAY PAY

- C.9.2. In respect of the general holidays with pay designated in Article C-7, full time employees will be paid their regular wages for the day, whether or not they are required to work on the day of the holiday, up to a maximum of 12 days of holiday pay in any calendar year.
- C.9.3. In respect of the general holidays with pay designated in Article C-7, part time employees will be paid their regular wages for the day, whether or not they are required to work on the

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day of the holiday, up to a maximum number of days of holiday pay in any calendar year that is proportionate to the number of hours constituting the part time employee's position as compared to the number of hours constituting a full time position; for example, the maximum number of days of holiday pay for a part time employee working three-quarter-time hours is nine days of holiday pay and the maximum for a part time employee working half-time hours is six days of holiday pay.

- C.9.4. An employee who is scheduled to work on the day of the general holiday, and who is absent without pay on that day, shall not be entitled to holiday pay, except in the case of an employee who is granted leave without pay under the provisions of Article A-7.
- C.9.5. Employees will be granted a day off with pay as a holiday. Days off with pay will be incorporated into the shift schedule averaged, as closely as possible, over the course of the year.

WORK ON A GENERAL HOLIDAY

- C.9.6. Employees who are required to work on the day of a general holiday shall be paid at overtime rates for all hours worked, in accordance with paragraph C4.06 of Article C-4.
- C.9.7. For the purpose of determining work on a general holiday in respect of an employee whose shift does not commence and end on the same calendar day, such shift shall be considered, for all purposes, to have been entirely worked on the calendar day on which it commenced.

C.10. REPORTING PAY

- C.10.1. An employee who reports to work on a scheduled shift or work day or a part time employee who reports for work on an extra shift paid at straight time and who, due to a lack of work or insufficient available work, is released from duty shall be entitled to a minimum of four hours pay at the straight-time rate.
- C.10.2. An employee who is directed to report to work on a day of rest or a general holiday and who, due to a lack of work or insufficient available work, is released from duty shall be entitled to a minimum of four hours pay at the applicable overtime rate.

C.11. COURT PAY

- C.11.1. Where subpoenaed to attend as a witness in any proceeding held before a court or to testify before an administrative inquiry board as a result of the performance of duties for the Employer, outside of normal working hours, an employee shall be paid at the applicable overtime rate for each hour worked with a minimum of three hours.

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C.12. WORK RELATED TRAVEL

CONDITIONS OF TRAVEL

- C.12.1. An employee may be required by the Employer to travel for the purpose of performing duties subject to the following terms and conditions:
- a) The Employer will determine the method of travel, and retains the right to require that travel be accomplished in the shortest practical period of time and at the lowest reasonable cost;
 - b) The employee will be reimbursed for allowable expenses incurred in the course of travel including approved fares for air, train, bus or taxi, or alternatively automobile mileage; accommodations; and meals in accordance with the Employer's *Travel Policy*;
 - c) The employee is responsible for submitting appropriate records and receipts to substantiate allowable expenses incurred in the course of travel;
 - d) Any alternative or personal arrangements that an employee may wish to make in connection with work-related travel shall be authorized in advance.

EMPLOYER'S TRAVEL POLICY

- C.12.2. The Employer's *Travel Policy* will not be revised during the term of this Agreement, in a manner which would reduce or eliminate any of the allowable travel-related expenses provided in the policy.

PAY WHILE IN TRAVEL STATUS

- C.12.3. Time spent in travel pursuant to paragraph C12.01 shall be considered as work and shall be paid for in accordance with the provisions of this Agreement, including overtime where applicable. Employees shall be paid, as a minimum, their regular wages when the travel occurs on a scheduled working day.
- C.12.4. In determining time spent in travel:
- a) Travel time shall include time spent travelling and time spent waiting in terminals.
 - b) Employees shall be deemed to be in travel status commencing one hour prior to the scheduled departure time if the mode of travel is air, or, when travelling by any other means, when they leave their normal place of residence or their away-from-home accommodations.

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D. LEAVE

D.1. LEAVE – GENERAL

D.1.1. For the purposes of this Part D:

- a) Except as may be otherwise defined, "*leave with pay*" means to be absent from duty with the Employer's permission, while continuing to receive the straight time pay and benefits that the employee would have received if working. Employees will continue to accrue vacation leave and sick leave credits.
- b) "*Leave without pay*" means to be absent from duty with the Employer's permission but without pay. Benefits and entitlements will be continued during the term of leave of absence without pay unless otherwise expressly provided in this Agreement or in the applicable benefit plan.

D.1.2. An employee shall not be granted two different types of leave with pay in respect of the same period of time.

D.1.3. An employee is not entitled to leave with pay during periods in which the employee is on leave without pay, on educational leave or under suspension.

D.2. VACATION LEAVE

VACATION YEAR

D.2.1. The vacation year shall be from April 1st to March 31st, inclusive.

ACCUMULATION OF VACATION LEAVE CREDITS

D.2.2. An employee who is entitled to pay for at least 75 hours in a calendar month shall earn vacation leave credits for that month at the following rates:

<i>Years of continuous Employment</i>	<i>Monthly Accrual Rate</i>
Beginning in the first (1st) and in subsequent years	12.500 hours
Beginning in the fourth (4th) and in subsequent years	15.625 hours
Beginning the tenth (10th) and in subsequent years	17.500 hours
Beginning in the fifteenth (15th) and in subsequent years	18.750 hours
Beginning in the twenty-sixth (26th) and in subsequent years	21.875 hours

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- D.2.3. An employee with one or more years of continuous employment shall have anticipated annual vacation leave credits advanced on April 1st of each year which may then be used by the employee in the form of paid vacation leave.

LONG SERVICE VACATION LEAVE CREDITS

- D.2.4. An employee shall be credited with an additional 37½ hours vacation leave benefit in their "long service bank" upon completion of each five years of continuous employment; that is, upon completion of five years of continuous employment, upon completion of ten years and so on.
- D.2.5. An employee who has qualified for the long service vacation leave benefit may use such benefit prior to the completion of the next qualifying period. Any portion of the benefit not used before the completion of the next qualifying period will be paid out.

PART TIME EMPLOYEES

- D.2.6. A part-time employee shall earn vacation leave credits on a proportionate basis as compared to a full time employee in the following manner:
- a) The number of paid hours required to establish entitlement to vacation leave credits for the calendar month shall be calculated by multiplying the 75 hours required of a full time employee by the ratio of the number of hours of the part time employee's position as compared to the number of hours constituting a full time position.
 - b) The monthly accrual rate shall be calculated on the basis of the number of hours worked or paid for at straight time as compared to the number of hours constituting a full time position.
 - c) The number of hours of the long service vacation leave benefit credited to a part time employee shall be calculated by multiplying 37½ hours by the ratio of the number of hours worked or paid for at straight time in the five year qualifying period as compared to the 9,780 straight time hours earned on a full time position in the qualifying period.

VACATION CREDIT CARRYOVER

- D.2.7. 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.

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SCHEDULING OF VACATION LEAVE

- D.2.8. An employee is entitled to vacation leave with pay to the extent of the employee's vacation leave credits.
- D.2.9. 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 operational requirements of the hospital. The provisions of paragraphs D2.10 and D2.11 and D2.12 outline the process to be followed in scheduling vacation leave.

Effective August 1st, 2020, provisions D2.10 (a) through (d), D2.11 (a) through (c) and D2.12 (a) through (c) below are deleted from the Collective Agreement.

- D2.10 a) The summer vacation period shall extend from the beginning of the calendar week in which June 15th falls to the end of the calendar week in which September 15th falls.
- b) In the application of paragraph D2.09, employees shall submit their request for the summer vacation period, which request will be limited to a maximum of four weeks of vacation leave, by February 1st 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 30th.
- 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 operational requirements.
- D2.11 For the purpose of paragraph D2.11, the "Christmas vacation period" shall mean the Christmas Break (defined as December 15th to January 15th).
- a) In the application of paragraph D2.09, employees shall submit their request for the Christmas vacation period by August 1st 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 31st.
- 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.

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- 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 operation requirements.
- D2.12
- 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 D2.12 (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

Effective August 1st, 2020, provisions D2.10 (a) through (c), D2.11 (a) through (c) and D2.12 (a) through (e) below replace deleted provisions D2.10 (a) through (d), D2.11 (a) through (c) and D2.12 (a) through (c) above in the Collective Agreement.

- D.2.10.
- a) In the application of paragraph D2.09, employees shall submit, by February 1st of each year, their vacation requests for the upcoming vacation period of June 1st to November 30th. During the period from the beginning of the calendar week in which June 15th falls to the end of the calendar week in which September 15th falls, the vacation request by an employee will be limited to a maximum of four weeks of vacation leave.
 - b) The employees in each unit/department will, in cooperation and consultation with the manager of the unit/department, formulate the vacation schedule, for the vacation period of June 1st to November 30th, for the employees in the unit/department who submitted their vacation requests pursuant to (a) above. Such schedule shall be finalized and posted as soon as reasonably practicable, but not later than April 30th.
 - c) Once posted, the vacation schedule referred to in (b) above shall only be changed by mutual consent between the employee and the Employer or as deemed necessary due to *bona fide* operational requirements.
- D.2.11.
- a) In the application of paragraph D2.09, employees shall submit, by August 1st of each year, their vacation requests for the upcoming vacation period of December 1st to May 31st.
 - b) The employees in each unit/department will, in cooperation and consultation with the manager of the unit/department, formulate the vacation schedule, for the vacation period of December 1st to May 31st, for the employees in the unit/department who submitted

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their vacation requests pursuant to (a) above. Such schedule shall be finalized and posted as soon as reasonably practicable, but not later than October 31st.

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

D.2.12. a) Requests by employees for vacation during the vacation period of June 1st to November 30th, which were not submitted by the preceding February 1st, may be submitted after the vacation schedule referred to in Article D2.10 (b) has been posted. Employees may, pursuant to this provision, request additional vacation leave beyond the four weeks maximum during the June 15th to September 15th period referred to in Article D2.10 (a).

- b) Request by employees for vacation during the vacation period of December 1st to May 31st, which were not submitted by the preceding August 1st, may be submitted after the vacation schedule referred to in Article D2.11 (b) has been posted.

- c) The Employer will reply to an employee's request for vacation under (a) or (b) above within 21 calendar days of receipt, and the employee's request 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 operational requirements.

- d) A failure on the part of the Employer to reply within the 21 calendar day period referred to in (c) above will be deemed to constitute approval of the employee's request for vacation leave.

- e) Once approved, a period of vacation leave under (a) or (b) above shall only be changed by the mutual consent between the employee and the Employer or as deemed necessary due to *bona fide* operational requirements.

D.2.13. Pursuant to paragraphs D2.10, D2.11 and D2.12 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.

D.2.14. An employee will not be recalled to duty once vacation leave has commenced unless the employee consents. The period of unused vacation shall be reinstated for use at a later date.

D.2.15. Where, in respect of any period of vacation leave, an employee is:

- a) Granted bereavement leave, or
- b) Granted sick leave upon production of a medical certificate, or

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- c) Granted leave with pay because of the illness of a dependent upon production of a medical certificate

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.

RECOVERY OF UNEARNED VACATION CREDITS WHEN EMPLOYMENT TERMINATES

- D.2.16. In the event of termination of employment for reasons other than death or lay-off, the Employer shall recover, from any monies owed to the employee, an amount equivalent to advanced but unearned vacation leave credits used by the employee during the vacation year, based on the rate of pay of the employee's position in effect on the date of termination of employment.

PAYOUT OF EARNED VACATION LEAVE CREDITS WHEN EMPLOYMENT TERMINATES

- D.2.17. On termination, an employee, or in the event of death, the employee's estate shall be paid any earned but unused vacation credits.
- D.2.18. Notwithstanding the provisions of paragraph D2.17, when an employee's employment is terminated by lay-off, earned but unused vacation leave credits may be taken in the form of paid vacation leave, at the request of the employee, to meet threshold requirements for severance pay as set out in paragraph B11.01 of Article B-11.

D.3. SICK LEAVE WITH PAY

SICK LEAVE BENEFITS

- D.3.1. Subject to the provisions of this article, an employee who is unable to work because of illness, injury or quarantine may apply for and be granted sick leave with pay for each single period of disability in accordance with the following:

	Hours first Paid at 100% of Base Rate	Hours next paid at 67% of Base Rate
a) Less than six months	0.00	56.25
b) Six months or more but less than one year	112.50	187.50
c) One year or more but less than two years	225.00	262.50
d) Two years of more but less than three years	337.50	150.00

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e) Three years or more but less than five years	450.00	37.50
f) Five years or more	487.50	0.00

Except for work-related disabilities covered by Article D-4, successive periods of disability separated by less than three consecutive calendar months will be considered a single period of disability.

SICK LEAVE BENEFITS FOR PART TIME EMPLOYEES

- D.3.2. Part time employees will be eligible for sick leave with pay based on the proportion of hours worked at straight time compared to the hours constituting a full time position; for example, upon the completion of the first six months of continuous employment, a part time employee working half-time hours will be eligible for 56.25 hours of sick leave at full pay and 93.75 hours of sick leave at 67% of base rate.

NEW DISABILITY

- D.3.3. Should a disability occur after an employee has returned to active duty for a period of three consecutive calendar months or more, it shall be considered a new disability not forming part of a previous claim and the employee may apply for and be granted sick leave with pay in respect of the new disability in the amounts set out in paragraph D3.01.

LONG TERM DISABILITY

- D.3.4. In respect of a disability exceeding the period of sick leave with pay set out in paragraph D3.01, an eligible employee may apply for continued wage loss indemnity in accordance with the provisions of the Long Term Disability Plan described in paragraph B13.04 of Article B-13. In accordance with the terms of the plan, benefits are payable to eligible employees upon expiration of a 13 week qualification period calculated from the date that the employee became totally disabled and unable to perform duties.

CONFIRMATION OF ILLNESS OR DISABILITY

- D.3.5. The Employer may require the provision of a medical certificate confirming that the employee is or has been disabled or under quarantine, generally where the employee is or has been unable to report for work for a period of seven calendar days or more. However, where the Employer has reasonable cause to believe that the employee is abusing the trust inherent in these provisions, a medical certificate may be requested for shorter or frequent instances of claimed illness provided the request is made prior to the employee's return to work.
- D.3.6. Where, following the application of paragraph D3.05, the Employer remains unsatisfied that an employee is or was incapable of performing the duties of their position, the Employer may, at its own expense, require the employee to attend a mutually acceptable physician,

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other than the employee's personal physician, for medical examination and advice as to the employee's ability or inability to perform the duties of the position. The Employer shall be bound by the physician's advice.

RETURN TO WORK

- D.3.7. 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 absence has been of a long duration or the result of an injury or a contagious disease.

EXCEPTIONS

- D.3.8. An employee is not eligible for sick leave with pay under this article during any period of leave of absence without pay or while under suspension.

D.4. WORK RELATED DISABILITY LEAVE

GENERAL

- D.4.1. An employee shall be granted work related disability leave with or without pay, in accordance with this article, where it is determined by the Worker's Compensation Health and Safety Board (WCHSB) that:

- a) The employee is unable to work because of:
 - i. Personal injury accidentally received in the performance of duties;
 - ii. Sickness resulting from the nature of the employee's employment; or
 - iii. Over-exposure to radioactivity or other hazardous conditions in the course of employment; and
- b) The employee is entitled to a loss of earnings benefit payable by the WCHSB.

- D.4.2. An employee who is unable to work due to a work-related disability and who makes a claim for benefits under the provisions of the *Yukon Workers' Compensation Act* will, as soon as reasonably practicable, exercise one of the two options set out in this article.

OPTION 1

- D.4.3. The employee may apply for work-related disability leave with pay subject to the following conditions:

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- a) The employee shall assign to the Employer all benefit payments from the WCHSB relative to work at the Yukon Hospital Corporation.
- b) The period of leave with pay will be limited to that period in which the employee is entitled to benefit payments from the WCHSB but, in no case, shall leave under Option 1 extend beyond one year in duration. At the expiration of the one year maximum, any additional leave under this article shall be taken under Option 2.
- c) In respect of employees converted to Option 2 pursuant to sub-paragraph (b), the Employer will, during the period of leave with pay under Option 2:
 - i. Contribute both its share and the employee's share to the pension plan; and
 - ii. Continue payment of 100% of the premiums of the extended health and dental plans and its share of the premium of the long term disability plan.

For the purpose of clarity, it is expressly understood that the provisions of this sub-paragraph (c) do not apply to employees who voluntarily elect or convert to Option 2.

- D.4.4. Under Option 1, weekly pay shall be calculated by dividing gross straight time earnings over the 12 months immediately preceding the day on which the employee was first absent due to the current disability (including extra shifts, shift premiums, weekend premiums and responsibility pay but excluding overtime, education allowance, general holiday pay and Yukon Bonus) by 52.176. Pay will be subject to all statutory deductions.
- D.4.5. An employee who has chosen Option 1 may, at any time during the period of leave with pay, convert to Option 2, as set out in paragraph D4.07, and commence leave without pay. Having converted to Option 2, the employee cannot revert to Option 1.
- D.4.6. If the claim of an employee who has been granted leave with pay under Option 1 is subsequently rejected by the WCHSB, the leave will be considered to have been sick leave and administered in accordance with Article D-3. The employee will be liable to the Employer for any overpayment which the employee may have incurred in the application of paragraph D4.04 and such overpayment will be recovered by the Employer.

OPTION 2

- D.4.7. The employee may apply for leave without pay for work-related disability and receive payments directly from the WCHSB, subject to the following conditions:
 - a) Once having elected Option 2, the employee is not entitled to change their election to Option 1.

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- b) Periods of leave under Option 2 shall not be included in the calculation of continuous employment nor shall vacation leave credits accrue.

D.5. BEREAVEMENT LEAVE WITH PAY

- D.5.1. For the purpose of this article, "immediate family" is defined as father, mother (including stepfather, stepmother or foster parent), brother, sister, spouse (including common-law spouse), child (including child of common-law spouse), stepchild or ward of the employee, grandparent (including of spouse), grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, any relative permanently residing in the employee's household or with whom the employee permanently resides, and any person permanently residing with the employee who stands in the place of a relative whether or not there is a degree of consanguinity between them.
- D.5.2. Upon the death of a member of the employee's immediate family, an employee:
 - a) Shall be entitled to bereavement leave of up to seven consecutive calendar days with pay; and
 - b) Where travel related to the death is required, an additional period of leave of up to three consecutive calendar days with pay.
- D.5.3. During periods of bereavement leave with pay, employees shall be paid for those days on which they were scheduled to work but did not work because of such bereavement leave.
- D.5.4. The period of bereavement leave with pay, as defined in paragraph D5.02, may be split and taken in the following two periods:
 - a) The first period immediately following the death, and
 - b) The second period within 13 months from the date of death for the purpose of commemorating the deceased in accordance with bona-fide religious beliefs or attending a traditional ceremony.

D.6. OTHER LEAVE WITH PAY

GENERAL

- D.6.1. For the purpose of this article, family is defined as relatives permanently residing in the employee's household or with whom the employee permanently resides. This includes a spouse (or common-law spouse resident with employee), dependent children (including children of legal or common-law spouse), parents (including stepparents and parents of

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spouse), and any person permanently residing with the employee who stands in the place of a relative whether or not there is a degree of consanguinity between them.

- D.6.2. During periods of leave with pay under this article, employees shall be paid for those days on which they were scheduled to work but did not work because of such leave.
- D.6.3. At the request of the Employer, employees shall provide the necessary proof of the need for use of leave as set out in this article, such as medical certificates satisfactory to the Employer, proof of appointments or proof of travel related to the leave. Where such proof is in the form of a medical certificate, the Employer will reimburse the employee for a reasonable charge made by the practitioner issuing the certificate upon provision of the appropriate receipt.
- D.6.4. Employees on leave without pay or under suspension for cause are not eligible for leave under this article.

EXAMINATIONS OR TREATMENT RELATED TO HEALTH NEEDS

- D.6.5. Employees are expected to make every reasonable effort to schedule medical or dental appointments for themselves or family members to minimize or preclude absence from work. However, when alternate arrangements are not possible, employees shall be granted leave with pay for a medical, dental, optometrist, chiropractic or physiotherapy appointment for themselves or to accompany a family member who is incapable of attending the appointment unaccompanied, subject to the following conditions:
- a) Where the examination or treatment takes place locally, up to 3¾ hours of leave with pay shall be granted.
 - b) Where the employee or a family member is referred to a facility or practitioner outside of his/her headquarters area, up to three consecutive calendar days of leave with pay will be granted to cover the following:
 - i. One day for travel to the location where the examination or treatment is to take place;
 - ii. One day for examination or treatment; and
 - iii. One day for return travel.
 - c) Requests for such leave must be made as far in advance as possible. A written confirmation of referral shall be provided to the Employer at the time leave is requested.

ILLNESS OF A FAMILY MEMBER

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- D.6.6. Employees shall be granted up to seven consecutive calendar days of leave with pay to provide for the immediate and temporary care of a sick member of their family permanently residing with them, a person permanently residing with the employee who stands in the place of a relative whether or not there is a degree of consanguinity between them, or the employee's sick mother, father or dependent child, or to provide time to make alternative care arrangements where the illness is of a longer duration. Where there is reasonable cause to believe there is an abuse of leave, the Employer may request a report from a qualified medical practitioner to validate the illness of the family member provided the request is made prior to the employee's return to work.

BIRTH OR ADOPTION OF A CHILD

- D.6.7. Employees shall be granted up to three consecutive calendar days leave with pay for needs directly related to the birth or to the adoption of the employee's child. Such leave may be taken at any time within 30 calendar days of the birth or the adoption of the child.

LEAVE FOR OTHER REASONS

- D.6.8. Employees may request and be granted, at the discretion of the Employer, periods of leave with pay in circumstances not otherwise described in this article which may include but are not limited to:
- a) When circumstances not directly attributable to the employee prevent attendance at work; requests for leave under this article shall not be unreasonably denied.
 - b) Up to seven consecutive calendar days, where the death of a member of the employee's immediate family, as defined in Article D-5 (Bereavement Leave), appears imminent;
 - c) Up to seven consecutive calendar days, to allow an employee to make alternate arrangements for the care of a dependent child under the age of 15 or a child wholly dependent on the employee by reason of mental or physical infirmity when the child cannot attend school or daycare because of the potential for being exposed to an infectious disease.
 - d) To allow employees to write examinations related to their occupation where the schedule established by the educational institution presents a conflict with the employee's scheduled hours of work.

D.7. COURT LEAVE WITH PAY

- D.7.1. Leave with pay shall be granted to an employee, other than an employee on suspension, or on leave of absence without pay, who is required:

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- a) to serve on a jury or to be available for jury selection;
- b) by subpoena or summons, to attend as a witness in any proceeding held:
 - i. in or under the authority of any court or a coroner;
 - ii. before any legislative body or committee; or
 - iii. before any administrative tribunal or body.

D.7.2. 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 of expenses.

D.8. LEAVE WITH PAY FOR LABOUR RELATIONS MATTERS

INFORMAL RESOLUTION OF DIFFERENCES

D.8.1. An employee presenting an issue through the informal process for the resolution of differences will be given reasonable time off with pay for the purpose of meeting with the Employer's representative in connection with the issue, provided that the employee does not have to leave his/her headquarters area.

GRIEVANCE INVESTIGATIONS AND HEARING

- D.8.2.
- a) An employee who files a grievance will, where operational requirements permit, be given reasonable time off with pay for the purpose of discussing the matter with a local or staff representative 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.
 - b) An employee who files a grievance will be given reasonable time off with pay for the purpose of attending the grievance hearing with the Employer. 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.
 - c) Prior to having an employee attend at a meeting which is outside his/her headquarters area, as contemplated in Paragraph D8.02 (a) and (b), the parties shall endeavour to arrange for the meeting to take place through the use of technology (such as a video conference or telephone conference) whereby the employee would not have to leave his/her headquarters area.

Tribunals

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- D.8.3. The Employer will grant leave with pay to an employee appearing:
- a) Before an arbitrator when the employee is a party to the dispute;
 - b) Before the Canada Industrial Relations Board in respect of a complaint made by that employee pursuant to Part I of the Canada Labour Code;

Called as a Witness

- D.8.4. The Employer will grant leave with pay to an employee called as a witness:
- a) By an arbitrator;
 - b) By the Canada Industrial Relations Board in respect of any proceedings before it;
 - c) By a conciliation officer, conciliation commissioner, conciliation board;
 - d) By the Institute in any of the foregoing proceedings.

D.9. MATERNITY LEAVE WITHOUT PAY

- D.9.1. A pregnant employee shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than 17 weeks after the termination date of pregnancy.
- D.9.2. At its discretion, the Employer may require an employee to submit a medical certificate certifying pregnancy and the estimated date of delivery.
- D.9.3. An employee who has not commenced maternity leave may elect to:
- a) Use earned vacation and compensatory leave credits up to and beyond the date that the pregnancy terminates.
 - b) Use sick leave credits up to and beyond the date that the pregnancy terminates, subject to the provisions set out in Article D-3 (Sick Leave). For purposes of this paragraph, illness or injury, as defined in Article D-3, shall include medical disability related to pregnancy.
- D.9.4. An employee shall inform the Employer, in writing, of her plan for taking leave with and/or without pay to cover her absence from work due to pregnancy at least four weeks in advance of the initial date of the continuous leave of absence during which termination of pregnancy is expected to occur.

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- D.9.5. The plan required pursuant to paragraph D9.04 shall specify the expected date of return to work. An employee may, upon the provision of four (4) weeks advance notice, return to work earlier than the date specified in such plan.
- D.9.6. a) For employees with one or more years of continuous employment, if the continuous period of maternity leave, whether or not combined with parental leave or any other form of leave without pay:
- i. Ends within eighteen months of the date of commencement of such leave, the employee will return to the position held prior to taking leave.
 - ii. Extends more than eighteen months beyond the date of commencement of such leave, the employee will be assigned to the first mutually agreeable available position for which qualified.
- b) For employees with less than one year of continuous employment, if the continuous period of maternity leave, whether or not combined with parental leave or any other form of leave without pay:
- i. Ends within 17 weeks of the date of commencement of such leave, the employee will return to the position held prior to taking leave.
 - ii. Extends more than 17 weeks beyond the date of commencement of such leave, the employee will be assigned to the first mutually agreeable available position for which qualified.
- c) In the case of a continuous period of maternity leave, parental leave and/or any other form of leave without pay, the duration of the continuous period of leave will be calculated from the date of commencement of maternity leave.
- D.9.7. Maternity leave shall be included in the calculation of continuous employment. Time spent on such leave shall be counted for pay increment purposes.

D.10. PARENTAL LEAVE WITHOUT PAY

- D.10.1. An employee who becomes or will become a parent through the birth of a child or who commences legal proceedings to adopt a child below the age of majority shall, upon request, be granted parental leave without pay for a single period of up to 63 consecutive weeks in the 78 week period or, if required in order to receive the "Shared Parental – Extended" Employment Insurance benefit coverage, in the 86 week period beginning on the day on which the child is born or the day on which the child comes into the employee's care. In no

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case shall a combination of maternity leave and parental leave for the birthing parent exceed a total 78 weeks.

- D.10.2. The Employer may require an employee to submit a birth certificate or proof of adoption.
- D.10.3. Parental leave taken by a couple, both of whom are employed by the Employer, shall not exceed a total of 71 weeks for both employees combined nor shall both employees be granted leave for the same period of time unless one parent is unable to care for the child due to illness, injury, death or other hardship for the family.
- D.10.4. An employee who intends to request parental leave shall notify the Employer, in writing, at least four (4) weeks in advance of the expected date of the birth of the child or the date the child is expected to come into the employee's care. Such request will specify the expected date of return to work.
- D.10.5. a) For employees with one or more years of continuous employment, if the continuous period of parental leave, whether or not combined with maternity leave or any other form of leave without pay:
- i. Ends within eighteen months of the date of commencement of such leave, the employee will return to the position held prior to taking leave.
 - ii. Extends more than eighteen months beyond the date of commencement of such leave, the employee will be assigned to the first mutually agreeable available position for which qualified.
- b) For employees with less than one year of continuous employment, if the continuous periods of maternity leave, whether or not combined with maternity leave or any other form of leave without pay:
- i. Ends within 17 weeks of the date of commencement of such leave, the employee will return to the position held prior to taking leave.
 - ii. Extends more than 17 weeks beyond the date of commencement of such leave, the employee will be assigned to the first mutually agreeable available position for which qualified.
- c) In the case of a continuous period of maternity leave, parental leave and/or any other form of leave without pay, the duration of the continuous period of leave will be calculated from the date of commencement of maternity leave.
- D.10.6. Parental leave shall be counted for the calculation of continuous employment. Time spent on such leave shall be counted for pay increment purposes.

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D.11. LEAVE WITHOUT PAY FOR THE LONG TERM CARE OF A FAMILY MEMBER

- D.11.1. Subject to operational requirements and the conditions set out in this article, an employee shall be granted leave without pay for:
- a) The care and nurturing of the employee's pre-school age children; or
 - b) The long term care of an ill or aged parent or a disabled child or spouse.
- D.11.2. Except in the case of urgent and unforeseen circumstances, an employee shall notify the Employer in writing four weeks in advance of the commencement date of leave under this article.
- D.11.3. Leave granted under this article shall be for a minimum period of three months.
- D.11.4. The total leave granted under this article shall not exceed five years during an employee's total period of employment with the Employer.
- D.11.5. Periods of leave granted under this article shall not be included in the calculation of continuous employment for the purpose of calculating vacation leave or severance pay.
- D.11.6. 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.
- D.11.7. The leave agreement shall specify the expected date of return to work. An employee may, upon the provision of four (4) weeks advance notice, return to work earlier than the date specified in such agreement. The employee's notice shall provide the reason as to why the duration of the granted leave is no longer required by the employee.

D.12. LEAVE WITHOUT PAY FOR PERSONAL NEEDS

- D.12.1. Subject to operational requirements and the conditions set out in this article, leave without pay will be granted for personal needs for periods of up to one year.
- D.12.2. Periods of leave granted of three months or more shall not be included in the calculation of continuous employment for the purpose of calculating vacation leave or severance pay.
- D.12.3. Leave granted under this article may not be used in combination with maternity or parental leave without the consent of the Employer.

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- D.12.4. Leave granted under this article may not be used for the purpose of working elsewhere without the consent of the Employer.

- D.12.5. The leave agreement shall specify the expected date of return to work. An employee may, upon the provision of four (4) weeks advance notice, return to work earlier than the date specified in such agreement. The employee's notice shall provide the reason as to why the duration of the granted leave is no longer required by the employee.

D.13. DEFERRED SALARY LEAVE PLAN

- D.13.1. Employees are eligible to apply for leave in accordance with the Deferred Salary Leave Plan copies of which shall be made available to employees, upon request, through the Employer's Human Resources Department.

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E. SENIORITY, VACANCIES & LAY-OFF

E.1. SENIORITY

DEFINITION

- E.1.1. For the purposes of this Agreement, "*seniority*" means the length of continuous employment with the Employer calculated in the manner set out in this article.

ESTABLISHMENT OF SENIORITY

- E.1.2. Except as otherwise provided in this article, seniority shall be established and accrue from the date on which an employee commences employment.

CALCULATION OF SENIORITY

- E.1.3. Seniority shall be calculated in hours and shall include:
- a) All straight-time hours worked;
 - b) All hours paid while on leave of absence with pay; and
 - c) All unpaid hours as set out in paragraph E1.04.

In the application of sub-paragraph (c), hours of seniority shall be calculated on the basis of the number of hours that would have been worked had the employee not been on leave without pay.

Where the number of hours cannot be readily identified, seniority shall be calculated on the basis of 1956 hours per year and 163 hours per calendar month for full time employees. Proportionate reductions shall be calculated in respect of part time employees based on the number of hours of the part time employee's position as compared to the number of hours constituting a full time position. Proportionate reductions shall also be made in respect of partial months of unpaid leave.

ACCRUAL OF SENIORITY

- E.1.4. The seniority of an employee will be retained and will continue to accrue during:
- a) Any period of sick leave with or without pay and whether or not the employee is in receipt of long term disability payments;
 - b) Any period of work-related disability leave with or without pay;
 - c) Maternity and/or parental leave;

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- d) The first month of any other leave of absence without pay.

RETENTION OF SENIORITY

- E.1.5. The seniority of an employee will be retained but will not accrue:
 - a) Except as provided in paragraph E1.04, 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 E-4;
 - 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.

TERMINATION OF SENIORITY

- E.1.6. The seniority of an employee shall be terminated when the employee:
 - a) Resigns and the resignation becomes effective;
 - b) Is discharged for just cause;
 - c) Is laid off and not recalled within one year;
 - d) Declines recall from lay-off;
 - e) Accepts severance pay in accordance with Article B-11;
 - f) Fails to return to work within 14 calendar days following receipt of written notification of recall from lay-off, unless such failure is due to reasons beyond the employee's control; and
 - g) Is deemed to have abandoned their position.

- E.1.7. In the application of paragraph E1.06:

- a) (i) "*Resignation*" means a voluntary notice, as specified in (ii) below, given in writing by an employee to the Employer that the employee is ending employment, provided that such notice is not rescinded in writing by the employee within 48 hours, excluding weekends and general holidays, from the time that the written notice was tendered.

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- (ii) The following written notice of resignation shall be provided by an employee who has been employed with the Employer for a continuous period of
 - a. Six months or more but less than two years – one week’s notice;
 - b. Two years or more but less than four years – two weeks’ notice;
 - c. Four years or more but less than six years – three weeks’ notice; or
 - d. Six years or more – four weeks’ notice;
- (iii) In the event the employee requests a shorter notice period than specified in (ii) above, the Employer may, at its discretion, agree to a shorter notice period.

- b) An employee is deemed to have abandoned their position after failing to report to work for five consecutive scheduled working days without informing the Employer of the reason for the absence, including unauthorized absences following the completion of a period of leave or suspension. The presumption of abandonment shall be rescinded upon presentation of evidence of reasonable grounds for the absence.

SENIORITY LISTS

- E.1.8. The Employer shall maintain a seniority record showing the continuous employment date and total accumulated seniority hours for all employees. Employees or a local representative of the Institute may consult the seniority record in connection with matters related to the application of seniority or where there is a dispute involving the application of seniority.
- E.1.9. The Employer will post a seniority list indicating the continuous employment date and seniority of all employees as it stands at the end of the last full pay period of each calendar year. The seniority list will be posted on all employee bulletin boards no later than April 1st of the following year. A copy of the seniority list shall be forwarded to the local representative of the Institute at the same time.
- E.1.10. Any objection or challenge to the accuracy of the seniority list or the relative standing of an individual employee must be filed with the Employer no later than 30 calendar days after the date on which the list was posted or, if the employee was absent during the 30 day period, within seven calendar days of their return to work. Thereafter the posted seniority list will be deemed to be final and valid until the next posting date.
- E.1.11. Where such a determination is necessary, the relative seniority of two or more employees having the same seniority, as calculated in hours, will be determined by chance.

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E.2. VACANCIES AND NEW POSITIONS

FILLING OF VACANCIES AND NEW POSITIONS

- E.2.1. Except as otherwise provided, the provisions of paragraphs E2.07 to E2.12 of this article apply when a new position is created, or a vacancy is being filled:
- a) In a regular full-time position;
 - b) In a regular part-time position; or
 - c) In a term position where the specified term exceeds six months.
- E.2.2. In the application of paragraph E2.01, a position will be considered vacant when:
- a) The incumbent commences a leave of absence known to be longer than one year in duration or when it becomes known that a leave of absence will exceed one year; or
 - b) The incumbent has been on maternity and parental leave for eighteen (18) months or when it becomes known that such absence will exceed eighteen (18) months, or
 - c) The incumbent has been on sick leave with or without pay or leave for work-related disability with or without pay for two years or when it becomes known that such absence will exceed two years.
- E.2.3. a) Where operational requirements permit, and subject to paragraph E2.03 (b), 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:
- i. The opportunity for additional hours will be posted in the work unit for a period of 14 calendar days.
 - ii. Qualified part time employees in the work unit may apply, in writing, for additional hours as follows:
 1. A part time employee working half time hours may apply for a number of additional hours so that the position becomes a three quarter time position; or
 2. A part time employee may apply for a number of additional hours so that the position becomes a full time position.

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- iii. Additional hours will be offered to the senior employee or employees making application therefore who are qualified to perform the work. The seniority of employees shall be determined as at the closing date of the job posting.
 - iv. Available hours will not be offered in a manner that would leave unclaimed hours less than those constituting a half time position.
 - v. 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 paragraphs E2.07 to E2.12 of this article.
- b) A qualified full time employee in the work unit may apply for the vacant part time position referred to in paragraph E2.03 (a), which will be awarded to the senior qualified full time employee applying for the position provided that the full time employee has greater seniority than any qualified part time employee in the work unit who had applied for additional hours pursuant to paragraph E2.03 (a) (ii). In such circumstances, the resulting vacant full time position will be posted and filled in accordance with paragraphs E2.07 to E2.12 of this article.
- E.2.4. Casual positions may be filled by the Employer without recourse to the job posting procedures.
- E.2.5. a) Term positions of less than six months may be filled by the Employer without recourse to the job posting procedures.
- b) Provided they possess the requisite qualifications for the position, and are both competent and available to perform the duties of the position, casual employees who advise the Employer, in writing with a current resume attached, that they wish to be considered for term positions of six months or less will be given preference over persons who are not employees.
- c) A term appointment may be extended up to an additional six months to accommodate an extension of a leave of absence granted to the employee whose position the term employee is temporarily filling or where there is uncertainty as to the date on which the regular incumbent will return to work.
- E.2.6. The Employer is not required to post a position:
- a) When the position is awarded to a full-time or part-time employee:
 - i. On medical grounds, including disabilities resulting from a work-related injury or illness;

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- ii. Who is returning from a leave of absence and whose original position no longer exists or has been filled on a permanent basis;
 - iii. Who is recalled after a period of lay-off pursuant to Article E-4; or
 - iv. Where the appointment of the employee is covered by written agreement entered into between the Employer and the Institute.
- b) When the position is filled in accordance with the provisions of the *Yukon Human Rights Act*.

JOB POSTING PROCEDURES

- E.2.7. A new or vacant position will be posted for a minimum of 14 calendar days. A copy of the job poster shall also be forwarded to the **Institute representative** of the Institute.
- E.2.8. The job poster shall contain the following information:
- a) The type (full-time, part-time, or term over six months) and title of the position;
 - b) A general description of the job;
 - c) Required qualifications including education, experience, knowledge and skills;
 - d) The hours of work;
 - e) The wage rate or wage range;
 - f) The anticipated effective dates of appointment;
 - g) The closing date for applications;
 - h) **The location(s) of the position.**
- E.2.9. A written job description for the posted position shall be provided upon request.
- E.2.10. In assessing the qualifications of the candidates, the Employer shall consider education, experience, skills, knowledge and demonstrated ability. Where the overall qualifications of two or more candidates are in relative balance, seniority shall be the determining factor. The seniority of candidates shall be determined as at the closing date of the job posting.
- E.2.11. The determination of the successful candidate for a vacant or new position shall be made fairly, reasonably, and without discrimination.

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E.2.12. In the filling of new or vacant positions, qualified candidates among the employees in the bargaining unit shall be given preference over all other applicants.

SUCCESSFUL CANDIDATES

E.2.13. Within 14 calendar days of the selection of a candidate, the Employer shall:

- a) Advise the successful candidate in writing, including the salary to be paid upon appointment and any special terms or conditions governing the appointment; and
- b) Advise all other candidates, in writing, of the name of the successful candidate.

E.2.14. The successful candidate shall be required to undergo a period of familiarization on such position as set out in Article E-3 of this Agreement.

E.2.15. During the job posting procedures, the Employer may temporarily fill the position by assigning a casual employee or by other methods in accordance with the provisions of this Agreement.

E.2.16. Unsuccessful candidates may appeal the matter through the disputes resolution process set out in Articles A-10 to A-12 of this Agreement.

E.2.17. No employee may be transferred to a position in a different facility operated by the Yukon Hospital Corporation without the mutual consent of the Employer and the employee.

EXCHANGE OF A POSITION WITHIN A WORK UNIT

E.2.18. a) A full time employee, who wishes to reduce his/her hours of work, may post his/her desire to do so in the work unit. A qualified part time employee in the same work unit, who wishes to increase his/her hours of work to full time, will be permitted to exchange his/her position with the full time employee effective within a period of thirty (30) days as determined by the Employer.

b) In the event that there are a greater number of

- i. full time employees in a work unit that wish to reduce their hours of work than there are qualified part time employees in the work unit that wish to increase their hours to full time, or
- ii. qualified part time employees in a work unit that wish to increase their hours of work to full time than there are full time employees in the work unit that wish to reduce their hours;

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then the employees to be involved in the exchange of positions pursuant to paragraph E2.18 (a) will be determined based upon the seniority among the applicable full time or part time employees, as the case may be.

c) Any employee involved in the exchange of positions in the work unit pursuant to paragraph E2.18 (a) will not be permitted to be involved in a similar exchange pursuant to this article for a period of at least two (2) years from the date of the initial exchange, subject to the Employer, at its discretion, agreeing to a shorter period of time.

E.2.19. a) Subject to paragraph (b) below, the Employer shall not require an employee to provide regular rotational services to the **Community** Hospitals operated by the Yukon Hospital Corporation or to any Territorial Community without the mutual consent of the Employer and the employee.

b) The consent of the employee shall not be required pursuant to paragraph (a) above with respect to an employee who is hired into, or has accepted an appointment to, a position where the posted job responsibilities included the requirement to provide regular rotational service to the **Community** Hospitals operated by the Yukon Hospital Corporation or to any Territorial Community.

c) In the event of extenuating circumstances, an employee referred to in paragraph (b) above may request the Employer to agree that the employee shall not be required to provide the regular rotational service to the **Community** Hospital operated by the Yukon Hospital Corporation or to any Territorial Community. In such circumstances, the Employer's agreement shall not be unreasonably withheld.

E.3. FAMILIARIZATION PERIOD

E.3.1. Employees who are the successful candidate for a new or vacant position filled in accordance with the job posting procedures set out in paragraph E2.07 to E2.12 of Article E-2 shall be required to undergo a familiarization period of 490 straight time hours to a maximum of three calendar months.

E.3.2. During the familiarization period, the employee will be provided with orientation, training and guidance to ensure that duties and performance standards are understood.

E.3.3. 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 **Institute representative** in writing of any extension to an employee's familiarization period.

E.3.4. At any time during the familiarization period, an employee may return to her former position on a voluntary basis or be returned by the Employer when it becomes evident that

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the employee cannot meet performance standards. Any other employees who moved to new positions subsequent to and as a result of the original appointment will also be returned to their former positions.

E.4. LAY-OFF AND RECALL

DEFINITION & APPLICATION

- E.4.1. "*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.
- E.4.2. A reduction in the hours of work of a full-time or part-time employee will be treated as a lay-off only for the purpose of displacement under this article, but not for any other purpose.
- E.4.3. The termination of a term employee at the expiration of the fixed term of employment is not deemed to be a lay-off.

CONSULTATION AND NOTICE

- E.4.4. The Employer will consult with the Institute 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 lay-offs.
- E.4.5. In the event that it becomes necessary to reduce the workforce, the Employer shall advise the Institute, in writing, at least 90 calendar days prior to the date that the reduction is to occur. The notice will set out the reasons for the reduction, the location, and the potential number of employees affected.
- E.4.6. When it is determined that a lay-off within a particular work unit will occur, the particular employee(s) to be laid off will be determined in reverse order of seniority among the employees in the affected work unit. The most senior employees, qualified to perform the work that remains, will be retained.
- E.4.7. An employee subject to lay-off will be given 90 calendar days notice in writing. The written notification shall be delivered by personal service or registered mail with a copy to the **Institute representative** of the Institute.
- E.4.8. The Employer may choose to grant 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

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choose to grant pay in lieu of the notice, the employee may choose to take the equivalent pay for the third month.

- E.4.9. An employee subject to lay-off shall, during the lay-off notice period, be granted up to one day with pay for the purpose of being interviewed by a prospective Employer.

EMPLOYEE OPTIONS

- E.4.10. An employee who is given notice of lay-off shall, within 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. Displace the most junior employee occupying a regular position in an equal classification level, within another work unit at the displacing employee's Headquarters area, providing that the displacing employee is qualified and can become competent to perform the work of the employee being displaced within a one month orientation period.
- ii. An employee, who has no remaining option under sub-paragraph (i) to displace the most junior employee in an equal classification level within another work unit at his/her Headquarters area, may displace the most junior employee occupying a regular position in either:
1. an equal classification level within a work unit at another Headquarters area, or
 2. a lower classification level within another work unit at the displacing employee's Headquarters area,
- providing that the displacing employee is qualified and can become competent to perform the work of the employee being displaced within a one month orientation period. If the laid-off employee displaces 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 displacement option under sub-paragraphs (i) and (ii) above, may displace the most junior employee occupying a regular position in a lower classification level within a work unit at another Headquarters area, providing that the displacing employee is qualified and can become competent to perform the work of the employee being displaced within a one month orientation period. If the laid-off employee displaces 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

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c) Accept lay-off without right of recall.

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

- E.4.11. An employee who is displaced in the application of paragraph E4.10 will, within 10 calendar days of receipt of notice of lay-off pursuant to paragraph E4.07, make one of the elections set out therein.
- E.4.12. An employee who fails to notify the Employer of the option chosen pursuant to paragraph E4.10 will be deemed to have elected lay-off without the right of recall.
- E.4.13. Employees who are subject to lay-off shall be provided the first opportunity for the appointment to any new or vacant positions 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 10 calendar days of being advised of the new or vacant position, advise the Employer whether the employee will accept the appointment to the new or vacant position. An employee who fails to notify the Employer within the 10 calendar day period will be deemed to have declined the appointment.

RIGHT OF RECALL

- E.4.14. 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.
- E.4.15. To remain eligible for recall, employees must ensure that the Employer is provided with their addresses and any changes thereto.
- E.4.16. Employees, who
- a) elect lay-off with the right of recall pursuant to paragraph E4.10 (b), or
 - b) displace another employee pursuant to paragraph E4.10 (a),
- shall be recalled in order of seniority to their former position within their work unit at their Headquarters area if and when such positions become available within the one year period in paragraph E4.14.
- E.4.17. The Employer will advise laid off employees of any vacant or newly created positions.

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- E.4.18. 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, 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 10 calendar days of being advised of the vacant or newly created position pursuant to paragraph E4.17, 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 10 calendar day period will be deemed to have declined the recall.
- E.4.19. Regular employees who have elected lay-off with the right of recall and who have notified the Employer of their willingness to work on a casual basis shall be entitled to accept available straight-time work on a casual basis, in priority over casual employees working for the Employer, provided that the laid off employee is qualified to perform the required work. Acceptance of such work by laid off employees does not alter the one year period specified in paragraph E4.14.
- E.4.20. Employees will be notified of recall in writing. The written notification shall be delivered by personal service or registered mail to the employee's address of record with a copy to the Institute representatives of the Institute. The recalled employee must accept recall within seven calendar days of receipt of notification and must be prepared to begin work as designated by the Employer.

E.5. EMPLOYEES RETURNING FROM EXTENDED LEAVE OF

ABSENCE

GENERAL

- E.5.1. This article applies to employees returning from a leave of absence whose positions no longer exist or whose positions have been filled on a permanent basis in the application of Article E-2.

RETURNING FROM SICK LEAVE OR WORK-RELATED DISABILITY LEAVE

- E.5.2. An employee who returns from a leave of absence for sickness or work-related disability shall:
- a) Be placed in any vacant position provided that the returning employee is medically fit and can become competent to perform the work of the position within a one month orientation period; there being none

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- b) Displace the most junior employee in a work unit occupying a regular position in an equal or lower rated classification provided that the returning employee is medically fit and can become competent to perform the work of the position within a one month orientation period; there being none or failing to demonstrate competence
- c) Accept lay-off with or without right of recall.

E.5.3. An employee who is displaced in the application of paragraph E5.02 will, within 14 calendar days of being displaced, make one of the elections set out therein.

RETURNING FROM LEAVE OF ABSENCE FOR OTHER REASONS

E.5.4. An employee who returns from a leave of absence for reasons other than sickness or work-related disability shall:

- a) Be placed in any vacant position provided that the returning employee is medically fit and can become competent to perform the work of the position within a one month orientation period; there being none or failing to demonstrate competence
- b) Accept lay-off with or without right of recall.

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F. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

F.1. PROBATIONARY PERIOD

- F.1.1. Newly hired employees will serve a probationary period of 980 straight time hours worked up to a maximum of one year.
- F.1.2. Employment may be terminated for cause during the probationary period. Only factors that can reasonably be expected to affect work performance will be considered.
- F.1.3. During the probationary period, the employee will be provided with orientation, training and guidance to ensure that duties and performance standards are understood.
- F.1.4. 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 Institute representative in writing of any extension to an employee's probationary period.

F.2. DISCIPLINE

- F.2.1. The Institute acknowledges the right of the Employer to discipline or discharge an employee for just cause. The Employer shall use a process of progressive discipline.
- F.2.2. Prior to imposing discipline, the Employer will undertake an investigation which will include, but will not necessarily be limited to:
 - a) Advance notice of the allegations against the employee;
 - b) Disclosure of all relevant information or evidence supporting the allegations;
 - c) A reasonable opportunity for the employee to respond to the allegations and evidence or otherwise explain the circumstances under investigation;
 - d) Notification of the results of the investigation
- F.2.3. The Employer shall notify the employee in writing of the action being imposed with reasons if a disciplinary action consists of a written warning, suspension, demotion or discharge of an employee. Such notification will be delivered either by personal service or by registered mail.
- F.2.4. Employees have the right to representation by an Institute representative or a staff representative throughout the investigation and disciplinary process. Prior to meeting with an employee for reasons of investigation or discipline, the Employer will advise the employee of their right to representation.

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- F.2.5. The employer agrees not to introduce as evidence in an arbitration hearing relating to disciplinary action, any document the existence of which the employee was not aware at the time of filing a grievance or within a reasonable period thereafter.
- F.2.6. 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 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.

F.3. EMPLOYEE ASSISTANCE PROGRAM

- F.3.1. The Employer shall provide a comprehensive Employee Assistance Program, independent of the Yukon Hospital Corporation for all employees in the bargaining unit.
- F.3.2. The Employer will deal confidentially with the matter of poor work performance resulting from suspected alcohol or drug addiction taking into consideration that:
- a) Alcohol and drug addictions are medical disorders;
 - b) An employee should be encouraged to remedy a disorder due to an addiction;
 - c) Benefits normally extended to employees during the time of illness shall be extended to an employee suffering from an addiction at such time as they seek to correct this disorder;
 - d) The decision to undertake treatment is the responsibility of the employee; and
 - e) The decision to seek treatment will not of itself affect job security.

F.4. NO DISCRIMINATION

- F.4.1. There shall be no discrimination, interference, restriction, coercion, harassment, intimidation or any disciplinary action exercised or practiced with respect to any person employed by the Employer by reason of any of the prohibited grounds of discrimination set out in the *Yukon Human Rights Act* or by reason of membership or activity in the Institute.

F.5. HARASSMENT

- F.5.1. The Employer and the Institute recognize the right of all persons to work in an environment free from sexual or personal harassment, or abuse of authority and agree that any such conduct is prohibited in the workplace.

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- F.5.2. "*Sexual harassment*" means any contact, conduct, comment or the display or distribution of material of a sexual nature that might reasonably be:
- a) Expected to cause offence or humiliation and which results in a hostile or abusive work environment; or
 - b) Perceived as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.
- F.5.3. "*Personal harassment*" means any inappropriate behaviour or conduct that is directed at and offensive to another person, and which the originator knew or ought reasonably to have known would be unwelcome or cause offence. It comprises objectionable conduct, comment or display that demeans or causes personal humiliation or embarrassment and which creates a hostile or abusive work environment for the recipient. The term also encompasses harassment on a prohibited ground of discrimination as set out in the *Yukon Human Rights Act*.
- F.5.4. "*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 of authority.
- F.5.5. Investigations of complaints or grievances alleging harassment will be conducted in accordance with the Employer's policy on harassment in a timely manner.
- F.5.6. The initiation of a harassment complaint of a frivolous or vexatious nature may be treated as a disciplinary offence.

F.6. OCCUPATIONAL HEALTH AND SAFETY

OCCUPATIONAL SAFETY

- F.6.1. The Employer shall make all reasonable provisions for the occupational safety and health of employees in accordance with the Yukon Occupational Health and Safety Act. Employees shall make every reasonable effort to reduce the risk of employment injury.
- F.6.2. The Employer and the Institute hereby agree that:
- a) Exposure to violence is not an inherent part or an ordinary condition in the work performed by employees.

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- b) The Employer shall take reasonable precautions to provide employees with a secure workplace free of the risk of violence.
- F.6.3. When an act of violence against an employee occurs, the employee will be required to submit a report of the incident. The Employer will investigate the incident and issue a report which shall, where appropriate, identify contributing factors and recommend corrective action. A copy of the report will be provided to the employee involved and to the Occupational Health and Safety Committee.
- F.6.4. Employees shall have the right:
- a) To refuse to work in situations which they have reasonable grounds to believe involve dangers beyond those normally associated with the delivery of health care services.
 - b) To refuse to do any particular act or series of acts of work, which they have reasonable grounds to believe pose a hazard to their health or safety, or to the health and safety of another person at the place of employment until sufficient steps have been taken to satisfy them otherwise or until a government safety officer has investigated the matter and advised them otherwise.

OCCUPATIONAL HEALTH

- F.6.5. a) When there are reasonable grounds to do so, the Employer may require an employee to undergo an occupational health examination by a qualified medical practitioner. The Employer's reasons will be fully disclosed to the employee in writing prior to any examination taking place.
- b) In the application of this article, the term "reasonable grounds" may include, but is not limited to, concerns regarding:
- i. Extended periods of absence due to illness where the length of the absence gives rise to reasonable concerns regarding the employee's fitness to work.
 - ii. Use of sick leave to an extent that is well above the norm giving rise to reasonable concerns regarding the employee's fitness to work.
 - iii. Irrational or anti-social behaviour in the workplace giving rise to reasonable concerns for patient and/or employee safety.
- c) The examination will be conducted at no expense to the employee by a mutually agreed upon physician. An employee shall be granted leave with pay to attend such examination. If the examination must be conducted outside the Whitehorse area, the Employer will assume travel costs and reasonable expenses in accordance with its Travel Policy.

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- F.6.6. The employee will be provided with a copy of all occupational health information, forms, records, etc. transmitted or used in connection with an occupational health examination. All such documentation will be maintained in a confidential status.

IMMUNIZATION

- F.6.7. As a condition of employment, employees may be required to undergo vaccination, inoculation and other immunization. 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 bona-fide religious grounds.

CPR RECERTIFICATION

- F.6.8. When the Employer requires an employee to take CPR recertification as a condition of employment, the Employer will pay all related costs. The employee shall be paid at the applicable straight time rate for all time spent in such training.

F.7. EDUCATION AND PROFESSIONAL DEVELOPMENT

- F.7.1. In order to maintain, enhance and improve professional standards and expertise, employees may be granted the opportunity, where operational and financial circumstances permit, to engage in professional development activities either on pay or on leave with or without pay.

PROFESSIONAL DEVELOPMENT ACTIVITIES

- F.7.2. Employees may be granted leave with pay to attend conferences, conventions, symposia, workshops or short courses related to the employee's field of specialization or to participate in such activities in an official capacity such as lecturer or instructor.
- F.7.3. Employees who attend or participate in professional development activities are deemed to be on a leave of absence with pay and are not entitled to the payment of overtime.
- F.7.4. Employees attending or participating in professional development activities will be reimbursed for travel expenses in accordance with Article C-12. The Employer shall pay any registration fees.

EDUCATIONAL OPPORTUNITIES

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- F.7.5. Subject to the requirement to maintain adequate levels of staff, employees will be granted education leave without pay up to a maximum of one year, to attend a recognized institution for additional or special studies in some field of education to enable them to enhance their skills in their present role or to provide a service which the Employer requires or is planning to provide. Periods of leave can be extended by mutual agreement.
- F.7.6. Employees on education leave without pay may receive an allowance of between 50% and 100% of their basic rate of pay in lieu of salary, the percentage being at the discretion of the Employer. Where the employee receives a grant, bursary or scholarship, the allowance may be reduced accordingly but the amount of the reduction shall not exceed the amount of the grant, bursary or scholarship.
- F.7.7. Employees shall, if required, provide 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 an employee:
- a) fails to complete the course without a valid reason,
 - b) fails to resume employment with the Employer on completion of the course, or
 - c) ceases to be employed, except by reason of death or lay-off, before termination of the period of service following completion of the course,
- the employee shall repay all allowances paid during the period of education leave or such lesser sum as shall be determined by the Employer.

EDUCATION COMMITTEE

- F.7.8. The parties to this Agreement acknowledge the mutual benefits to be derived from consultation shall continue to engage in joint consultation on all matters related to education, including professional development activities.
- F.7.9. The education committee established for this purpose may:
- a) Make recommendations on educational policy and the application of any such policy;
 - b) Consider educational and professional development needs and formulate plans to meet those needs;
 - c) Make recommendations on selection criteria and the application of those criteria;
 - d) Review, consider and make recommendations on problems or any other matter related to education and/or professional development.

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However, the committee has no jurisdiction to add to, rescind, disregard or, in any way, amend any provision of this Agreement or to require any action to be taken by either the Institute or the Employer.

F.8. PERFORMANCE EVALUATION

- F.8.1. Employees shall have their work performance evaluated against the job description established for their position:
- a) Prior to the end of the probationary period defined in Article F-1;
 - b) Prior to the end of the familiarization period defined in Article E-3;
 - c) Annually, on or near each employee's anniversary date of employment
- F.8.2. The Employer may waive the annual performance evaluation, as set out in subparagraph F8.01(c), with the waiver indicating that the employee's performance was fully satisfactory.
- F.8.3. Employees who disagree with a performance evaluation shall have the right to present written comments or counter-arguments to the person(s) responsible for the evaluation which shall be attached to the performance evaluation form.
- F.8.4. Should an employee receive an unsatisfactory performance evaluation, the Employer shall establish a performance improvement plan and will thereafter meet with the employee to review the plan.

F.9. PERSONNEL FILES

- F.9.1. No document, other than normal administrative forms, will be placed on an employee's personnel file without a copy being provided to the employee.
- F.9.2. Upon provision of reasonable advance notice, employees shall be given the opportunity to examine their personnel file including, but not limited to, those documents which may be used to substantiate a disciplinary action. Where an employee wishes to provide a written reply to any such document, such reply shall also be placed on the personnel file. Upon written request, an employee shall be provided a copy of any document(s) on the personnel file.
- F.9.3. When examining the personnel file, an employee may be accompanied by a local or staff representative.

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F.10. CLASSIFICATION

DEFINITION AND APPLICATION

- F.10.1. For the purposes of this Article, "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.
- F.10.2. All positions falling within the scope of the bargaining unit will be allocated a classification level in accordance with the Employer's classification plan.
- F.10.3. The parties to this Agreement will cooperate to ensure that any classification plan used in the classification of positions satisfies the requirements of the *Yukon Human Rights Act*.

ESTABLISHMENT OF NEW POSITIONS

- F.10.4. The **Institute representative** of the Institute will be notified, a reasonable time in advance, of the establishment of any new positions that may fall within the scope of the bargaining unit, such notice to include the number of positions to be established, the reason for their establishment, a job description of the new positions and the proposed classification level.
- F.10.5. In the event of a disagreement between the Employer and the Institute concerning the classification level allocated to the new positions by the Employer, the matter may be dealt with through the dispute resolution processes set out in Articles A-10 to A-12 of this Agreement.

RECLASSIFICATION OF POSITIONS

- F.10.6. The **Institute representative** of the Institute will be notified, a reasonable time in advance, of the reclassification of existing positions due to a significant change in their job content, such notice to include the number of positions affected, the reason for reclassification, a job description of the reclassified position and the proposed classification level.
- F.10.7. In the event of a disagreement between the Employer and the Institute concerning the classification level allocated to the reclassified positions by the Employer, the matter may be dealt with through the dispute resolution processes set out in Articles A-10 to A-12 of this Agreement.
- F.10.8. Where the Institute has reason to believe that a position or group of positions are improperly classified, it shall be entitled to refer the matter to the Employer for a classification review. The Employer shall cause the classification of the specified position or group of positions to be reviewed and, as a result of such review, either confirm or revise the classification. If dissatisfied with the results of the review, the matter may be dealt with through the dispute resolution processes set out in Articles A-10 to A-12 of this Agreement.

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ARBITRATION OF CLASSIFICATION DISPUTES

F.10.9. In respect of disputes related to classification, an arbitrator shall have the authority to act as an interest arbitrator and, after providing the parties with an opportunity to call evidence and make submissions, to make a final and binding decision on the classification level of a position or group of positions and, where necessary, the associated rate of pay.

F.11. JOB DESCRIPTION

F.11.1. Upon request to the Employer's Human Resources department, employees shall be provided with a copy of their job description containing a complete and current statement of the duties and responsibilities of their position, including the position's classification level.

F.12. PROFESSIONAL STANDARDS AND PRACTICES

GENERAL

F.12.1. Any requirements made of an employee shall not be in violation of the standards of practice of the professional licensing body governing the employee.

F.12.2. The Employer shall provide a working environment consistent with professional standards, practices and procedures.

F.12.3. The Employer shall have in place policies and procedures which are consistent with the professional association's standards of practice. Where educational needs arise from new professional practices or procedures, the Employer shall ensure that such education is provided.

F.12.4. For the purposes of this article, a professional practice issue is any situation that compromises proper patient/client care or service and which:

- a) Interferes with an employee's ability to practice according to professional standards; and
- b) Has, or could have, an injurious effect on patients/clients; and
- c) Is beyond the ability of the individual employee to resolve.

RESOLUTION OF PROFESSIONAL PRACTICE ISSUES

F.12.5. Where an employee or group of employees have reasonable grounds to believe that:

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- a) They are regularly being required to perform more work than is consistent with proper patient or client care;
- b) They are being required to work, at the Employer's direction, in violation of their professional responsibilities or standards of practice; or
- c) Any other situation constitutes a professional practice issue they shall identify the issue to their manager.

NURSING STANDARDS AND PRACTICES COMMITTEE

- F.12.6. A Nursing Standards and Practices Committee shall be established to examine any professional practice issue raised by individual employees or a group of employees. The Committee may make any recommendation(s) for resolution of such issue(s) which it may deem to be appropriate including, if necessary, a recommendation that no action need be taken.
- F.12.7. The Nursing Standards and Practices Committee shall be composed of two members appointed by the Employer and two members appointed by the Institute.
- F.12.8. Should an employee and the employee's manager be unable to resolve an issue, such examination and issuance of recommendations within a reasonable period but, in no case, later than 30 calendar days after the issue has been so referred. The referral to the committee shall be in writing, setting out a full description of the situation and identifying the manner in which the situation compromised or continues to compromise proper patient/client care.
- F.12.9. The Nursing Standards and Practices Committee shall meet no later than 14 calendar days after an issue has been referred to it.
- F.12.10. To assist in the satisfactory resolution of any issue brought before the committee, members of the committee shall have access to all relevant policy and procedure manuals, including workload measurement manuals, as may be necessary, and may interview the employee(s) submitting the issue, the manager to whom it was submitted and any other person who might provide relevant information.
- F.12.11. If any recommendation of the Nursing Standards and Practices Committee is not satisfactory to either the Employer or the Institute acting on behalf of the employee or if the committee fails to issue recommendations, either party may require the referral of the matter to the Board of Trustees of the hospital for a decision.
- F.12.12. In presenting the matter to the Board of Trustees, the employees may be represented by a staff representative of the Institute and may employ resources from the professional regulatory body.

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F.12.13. The decision of the Board of Trustees shall be final and shall be issued in writing with a copy being sent to the Institute.

NON-NURSING PROFESSIONAL EMPLOYEES

F.12.14. No provision of this article shall be construed in a manner that would limit the entitlement of non-nursing professional employees to identify and seek resolution of professional practice issues or to be represented by the Institute in such matters.

F.13. TECHNOLOGICAL CHANGE

DEFINITION

F.13.1. In this Article, "*technological change*" means:

- a) The introduction by the Employer of equipment or material of a different nature or kind than that previously utilized; and
- b) A change in the Employer's operation directly related to the introduction of that equipment or material.

F.13.2. This Article will apply in circumstances where, as a result of technological change, the services of an employee(s) will no longer be required beyond a specified date.

F.13.3. Sections 52, 54 and 55 of Part I of the Canada Labour Code do not apply during the term of this Agreement.

NOTICE OF TECHNOLOGICAL CHANGE

F.13.4. The Employer shall provide the Institute with not less than 180 days' advance notice, in writing, of the introduction or implementation of a technological change when it will result in significant changes in the employment status or working conditions of the employees. The advance notice will set out the following information:

- a) The nature of the technological change;
- b) The date on which the Employer proposes to effect the technological change;
- c) The approximate number and the occupations of the employees likely to be affected by the technological change; and
- d) The effect that the technological change is likely to have on the affected employees.

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- F.13.5. Provided a written request is received within 30 days of the advance notice referred to in paragraph 13.04, the Employer will provide a statement in writing setting out:
- a) A detailed description of the nature of the proposed technological change;
 - b) The names of the employees who will likely be affected by the proposed technological change; and
 - c) The rationale for such change

MINIMIZATION OF ADVERSE EFFECTS

- F.13.6. After notice has been given under paragraph F13.04, the Employer will meet with the Institute as soon as reasonably practicable and in any event within 30 days to negotiate measures which minimize the adverse effects of the technological change on the employees. Such measures may include but are not limited to:
- a) The use of attrition in achieving reductions including the determination and distribution of severance opportunities;
 - b) The manner in which the seniority provisions of this Agreement will operate including the manner in which lay offs will be effected;
 - c) The manner in which vacancies or new positions arising out of the technological change will be allocated and filled by qualified employees who can become competent to perform the work within a reasonable orientation period; and
 - d) The nature and extent of any orientation or training that may be needed to assist employees in maintaining employment in their position.

Such measures as may be agreed upon shall only apply with respect to the particular technological change.

- F.13.7. a) In the event the Employer and the Institute do not reach agreement on the appropriate measures to effect the technological change, the Employer will advise the Institute of its decision.
- b) If the Institute grieves the Employer's decision, the parties will proceed to arbitration before a mutually agreed arbitrator within the 180 day notice period set out in paragraph F13.04.
- c) The arbitrator shall have the jurisdiction to determine whether the Employer has acted fairly and reasonably in the application of the measures set out in paragraph F13.06. If not, he shall provide remedy that accords with the measures set out in that paragraph.

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The arbitrator shall not have jurisdiction to impose any measure that has not been the subject of negotiation between the parties pursuant to paragraph F13.06.

- F.13.8. When, as a result of technological change, lay off becomes necessary, the employee who is to be laid off shall be given six months' notice of lay-off or six months' pay in lieu of the notice.

F.14. CONTRACTING OUT

- F.14.1. Neither full-time nor part-time employees will be laid off or have their hours reduced as a result of the Employer contracting out work

F.15. RESTRICTION ON OUTSIDE EMPLOYMENT

- F.15.1. Employees shall not be restricted from engaging in other employment outside the hours they are required to work for the Employer provided that such other employment does not represent a conflict of interest with their position with the Employer.

F.16. CONFIRMATION OF EMPLOYMENT

- F.16.1. On written request by an employee, the Employer shall provide employment information, in respect of that employee, to a prospective employer including job title, length of employment, principal duties and responsibilities, and, if requested, the number of hours accumulated in the performance of those duties.

F.17. PERSONAL PROPERTY

- F.17.1. Where an employee's personal property is damaged or stolen during the performance of assigned duties, the Employer will repair or replace the item(s) or pay appropriate compensation in lieu, provided that:
- a) the item is required by the employee in the performance of assigned duties; and
 - b) the employee submits reasonable proof of damage or loss 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.

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G. SPECIAL RULES-TERM AND CASUAL EMPLOYEES

G.1. TERM EMPLOYEES

GENERAL

- G.1.1. "*Term employee*" means an employee who is engaged on a temporary basis for a fixed term of employment of more than three months:
- a) To replace an employee on leave of absence; or
 - b) To replace an employee on maternity and parental leave for up to eighteen months; or
 - c) For a defined term of work not exceeding one year; or
 - d) For a defined term of work not exceeding two years where the position being filled is funded by the Territorial or Federal Government.
- G.1.2. Except as specifically qualified by this article, the provisions of this Agreement apply to term employees. Where a conflict arises, the provisions of this article take precedence.
- G.1.3. In the application of this Agreement:
- a) Term employees engaged in a full time position shall be considered to be full time employees and, except as specifically qualified by this article, shall be subject to those provisions governing full time employees; and
 - b) Term employees engaged in a part time position shall be considered to be part time employees and, except as specifically qualified by this article, shall be subject to those provisions governing part time employees.
- G.1.4. Subject to Paragraph G1.01 (b) & (d) a fixed term of employment shall not exceed one year in duration. Subject to Paragraph G1.05, any extension to a fixed term of employment under Paragraph G1.01 shall be agreed to between the Employer and the Institute.
- G.1.5. Notwithstanding the provisions of paragraph G1.04, a fixed term of employment may be extended beyond the one year limitation period, up to a maximum of one additional year, provided both of the following conditions are met:
- a) The term employee is replacing an employee on a leave of absence for sickness or work-related disability; and
 - b) The absence of the employee being replaced will extend beyond one year.

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- G.1.6. Term employees may apply for positions posted in accordance with the job posting procedures set out in paragraphs E2.07 to E2.12 of Article E-2 but may not claim additional hours offered in accordance with paragraph E2.03 of Article E-2.

EXCLUSIONS

- G.1.7. The provisions of this Agreement, as identified in this sub-paragraph, are not applicable in respect of term employees regardless of the length of their fixed term of employment:

- a) Article A-7 Employee Representatives
- b) Article B-11 Severance Pay
- c) Article B-12 Maternity or Parental Allowance
- d) Article C-8 General Holiday Provisions Applicable to Employees Not
Employed in a Continuous Operation
- e) Article C-9 General Holiday Provisions Applicable to Employees
Employed in a Continuous Operation
- f) Article D-10 Parental Leave Without Pay
- g) Article D-11 Leave Without Pay for Long Term Care of Family Member
- h) Article D-12 Leave Without Pay for Personal Needs
- i) Article E-4 Lay-Off and Recall
- j) Article F-7 Education and Professional Development

SERVICE INCREMENTS

- G.1.8. In the application of Article B-4, the accrual of hours required to move to the next higher step in the rates of pay will include all periods of work with the Employer provided that there has not been a break in continuous employment of longer than six months.

YUKON BONUS

- G.1.9. In the application of Article B-9, term employees shall be entitled to the Yukon Bonus upon the accumulation of 1,956 paid straight time hours following commencement of employment or their last qualifying date for the bonus. Accrual of such hours will include all periods of work with the Employer provided that there has not been a break in continuous employment of longer than six months.

BENEFIT PLANS

- G.1.10. Term employees 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 long term disability coverage.

PENSION PLAN

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- G.1.11. a) Term employees engaged in a fixed term of employment of more than six months may, at their option, elect to enroll in the Pension Plan.
- b) Term employees engaged for a fixed term of employment of less than six months may not enroll in the Pension Plan. However, if the term of employment is extended beyond six months, employees may, at their option, elect to enroll in the Plan.

GENERAL HOLIDAYS

- G.1.12. Term employees shall not be paid holiday pay but shall instead be paid a premium of 4.6% of the applicable hourly rate for all straight time hours worked which shall be paid out with earnings for each pay period.
- G.1.13. Term employees who are required to work on the day of any general holiday designated in Article C-7 shall be paid at overtime rates for all hours worked, in accordance with paragraph C4.06 of Article C-4.

VACATION LEAVE

- G.1.14. A term employee shall earn and accrue vacation leave credits in accordance with the provisions of Article D-2.

MATERNITY LEAVE

- G.1.15. In the application of Article D-9, term employees shall only become entitled to maternity leave without pay upon the completion of one year of continuous employment.

G.2. CASUAL EMPLOYEES

GENERAL

- G.2.1. A "*casual employee*" is an employee engaged:
- a) To work on an as-required basis; or
- b) To replace an employee on leave of absence for a period of three months or less.
- G.2.2. Except as specifically qualified by this article, the provisions of this Agreement apply to casual employees. Where a conflict arises, the provisions of this article take precedence.
- G.2.3. A casual employee may replace more than one part time employee simultaneously provided that the combined hours of work do not exceed the hours of a full time position.

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- G.2.4. In the event that the leave of absence of an employee is extended for an additional period beyond three months, the vacancy will be treated as a term position and, without recourse to the job posting procedures set out in Article E-2, will be offered to the employee replacing the absent employee. Where the employee is being replaced by a group of employees, the position will be offered to employees in that group in order of seniority.
- G.2.5. 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.
b) Once a shift is accepted by a casual employee, they will require justifiable reasons to cancel the shift, which reasons may be required to be stated in writing.
c) If a casual employee does not work for a period of one year or more, or is no longer permanently residing in the Yukon, they will cease to be employed.
- G.2.6. a) Casual employees who are given less than four calendar days advance notice (the "notice period") of a cancellation in their scheduled shift will be entitled to four hours' pay at the straight time rate for each accepted scheduled shift affected by the cancellation within the notice period.
b) Where the scheduled shift cancellation is the result of a regular or tem employee's decision to cancel an approved leave and return to work, the casual employee will not be paid the amounts described in G2.06(a).
- G.2.7. Where a casual employee agrees to leave work during a shift and return for the next shift to provide needed coverage, the casual employee will be entitled to payment at the overtime rates for the shift immediately following the shift the employee is requested to leave.

EXCLUSIONS

- G.2.8. The provisions of this Agreement identified in this paragraph are not applicable in respect of casual employees:
- a) Article A-7 Employee Representatives
 - b) Article B-11 Severance Pay
 - c) Article B-12 Maternity or Parental Allowance
 - d) Article C-8 General Holiday Provisions Applicable to Employees Not Employed in a Continuous Operation
 - e) Article C-9 General Holiday Provisions Applicable to Employees Employed in a Continuous Operation
 - f) Article D-1 Leave - General
 - g) Article D-2 Vacation Leave
 - h) Article D-3 Sick Leave With Pay
 - i) Article D-4 Work Related Disability Leave
 - j) Article D-5 Bereavement Leave

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k) Article D-6	Other Leave With Pay
l) Article D-7	Court Leave With Pay
m) Article D-8	Leave With Pay for Labour Relations Matters
n) Article D-9	Maternity Leave Without Pay
o) Article D-10	Parental Leave Without Pay
p) Article D-11	Leave Without Pay for Long Term Care of Family Member
q) Article D-12	Leave Without Pay for Personal Needs
r) Article E-4	Lay-Off and Recall
s) Article F-7	Education and Professional Development

RECOGNITION OF PREVIOUS EXPERIENCE

G.2.9. In the application of Article B-2, experience shall include time worked with the Employer in a full time, part time or term position.

SERVICE INCREMENTS

G.2.10. In the application of Article B-4, the accrual of the hours required to move to the next higher step in the rates of pay will include all periods of work with the Employer provided that there has not been a break in continuous employment of longer than six months.

YUKON BONUS

G.2.11. In the application of Article B-9, casual employees shall be entitled to the Yukon Bonus upon the accumulation of 1,956 paid straight time hours following commencement of employment or their last qualifying date for the bonus. Accrual of such hours will include all periods of work with the Employer provided that there has not been a break in continuous employment of longer than six months.

BENEFIT PLANS

G.2.12. Casual employees may elect to participate in the 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.

GENERAL HOLIDAYS

G.2.13. Casual employees shall not be paid holiday pay but shall instead be paid a premium of 4.6% of the applicable hourly rate for all straight time hours worked which shall be paid out with earnings for each pay period.

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- G.2.14. Casual employees who are required to work on the day of any general holiday designated in Article C-7 shall be paid at overtime rates for all hours worked, in accordance with paragraph C4.06 of Article C-4.

VACATION PAY

- G.2.15. During the first 1,956 paid straight time hours, a casual employee shall be paid a vacation pay premium of 4% of earnings which shall be paid out with earnings for each pay period. The vacation pay premium shall be increased by 1% upon the accumulation of each additional 1,956 paid straight time hours up to a maximum of 8% of earnings.

OUTSIDE EMPLOYMENT

- G.2.16. The provisions of Article F-15 shall not be construed to restrict or limit a casual employee from engaging in outside employment.

CASUAL PREMIUM

- G.2.17. 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.

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H. DURATION OF AGREEMENT

H.1. DURATION OF AGREEMENT

DURATION

- H.1.1. This collective agreement shall come into full force and effect on the date on which it is ratified and shall remain in force and effect until January 31, 2022.
- H.1.2. During the period in which this Agreement continues to have 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.

PRINTING OF AGREEMENT

- H.1.3. The Employer agrees to provide for the printing and distribution of the copies of this Agreement to employees in the bargaining unit within 60 days of the date of signing.

AGREEMENT RE-OPENER

- H.1.4. This Agreement may be amended or any provision waived only by mutual consent. If either party wishes to amend or vary this Agreement, it shall give notice to the other party and the parties shall meet and discuss such proposal not later than one calendar month after receipt of such notice, or after such longer period as the parties may agree. Where mutual consent is not given to amend or waive a provision, the existing provisions of the Agreement continue to apply.

NOTICE TO COMMENCE COLLECTIVE BARGAINING

- H.1.5. In accordance with Part I of the *Canada Labour Code*, either party may serve the other with written notice to commence collective bargaining no earlier than four months prior to the expiration of this Agreement.
- H.1.6. Whereas, pursuant to subsection 87.4(1) of the *Canada Labour Code*, the Employer and the employees in the bargaining unit must, in the event of a strike by, or lockout of employees in the bargaining unit, continue the supply of services and the operation of the facility to the extent necessary to prevent an immediate and serious danger to the safety or health of the public, the Employer and the Institute agree that every effort will be made to enter into an agreement with respect to compliance with subsection 87.4(1) prior to commencement of collective bargaining. While this is not intended to interfere with the issuance of notice to bargain pursuant to section 48 of the Code, it is the intention of the parties that an essential services agreement be reached or the Canada Industrial Relations Board advised of the parties' inability to reach agreement before actual bargaining commences.

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Signed at Whitehorse, Yukon Territory, this ___ day of _____, 2020

For: Yukon Hospital Corporation

For: The Professional Institute of
the Public Service of Canada

Brian Gillen
Chairperson - Board of Trustees

Debi Daviau
President

Jay Massie
Vice-Chairperson - Board of Trustees

Cara Ryan
Negotiator

Jason Bilsky
Chief Executive Officer

Michael Paré
Negotiating Team Member

Kelly Steele
Negotiating Team Member

Michael Symyrozum
Negotiating Team Member

Carol Chiasson
Negotiating Team Member

Sharlene Clarke
Negotiating Team Member

James Low
Negotiating Team Member

Amy Genier
Negotiating Team Member

Alan Winter
Negotiator

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APPENDIX

APPENDIX 1 RATES OF PAY

PROFESSIONAL BARGAINING UNIT

GENERAL WAGE INCREASES

1. *Effective February 1, 2019*, wage rates shall be increased by 1.75%
2. *Effective February 1, 2020*, wage rates shall be increased by 1.75%
3. *Effective February 1, 2021*, wage rates shall be increased by 1.75%

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RATE TABLE LEVEL 8

HOURLY (rounded to the nearest ¢)									
Effect. Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
1-Feb-19	36.62	38.08	39.61	41.19	42.84	44.55	46.33	48.19	48.91
1-Feb-20	37.26	38.75	40.30	41.91	43.59	45.33	47.14	49.03	49.77
1-Feb-21	37.91	39.43	41.00	42.64	44.35	46.12	47.97	49.89	50.64
ANNUAL (rounded to the nearest \$)									
Effect. Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
1-Feb-19	71,647.00	74,513.00	77,493.00	80,593.00	83,817.00	87,169.00	90,656.00	94,282.00	95,697.00
1-Feb-20	72,901.00	75,817.00	78,849.00	82,003.00	85,284.00	88,695.00	92,243.00	95,932.00	97,371.00
1-Feb-21	74,177.00	77,144.00	80,229.00	83,438.00	86,776.00	90,247.00	93,857.00	97,611.00	99,075.00

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RATE TABLE LEVEL 9

HOURLY (rounded to the nearest ¢)									
Effect. Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
1-Feb-19	39.75	41.34	42.99	44.71	46.50	48.36	50.30	52.31	53.09
1-Feb-20	40.45	42.06	43.75	45.50	47.32	49.21	51.18	53.22	54.02
1-Feb-21	41.15	42.80	44.51	46.29	48.14	50.07	52.07	54.16	54.97
ANNUAL (rounded to the nearest \$)									
Effect. Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
1-Feb-19	77,775.00	80,886.00	84,122. 00	87,487.00	90,986.0 0	94,626.0 0	98,411.00	102,347.0 0	103,882.0 0
1-Feb-20	79,136.00	82,302.00	85,594. 00	89,018.00	92,578.0 0	96,281.0 0	100,133.0 0	104,138.0 0	105,700.0 0
1-Feb-21	80,521.00	83,742.00	87,092. 00	90,575.00	94,198.0 0	97,966.0 0	101,885.0 0	105,960.0 0	107,550.0 0

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RATE TABLE LEVEL 10

HOURLY (rounded to the nearest ¢)									
Effect. Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
1-Feb-19	43.48	45.22	47.02	48.91	50.86	52.90	55.01	57.21	58.07
1-Feb-20	44.24	46.01	47.85	49.76	51.75	53.82	55.97	58.21	59.09
1-Feb-21	45.01	46.81	48.68	50.63	52.66	54.76	56.95	59.23	60.12
ANNUAL (rounded to the nearest \$)									
Effect. Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
1-Feb-19	85,066.0 0	88,469.0 0	92,007.0 0	95,688.0 0	99,515.00	103,496.0 0	107,636.0 0	111,941.0 0	113,620.0 0
1-Feb-20	86,555.0 0	90,017.0 0	93,617.0 0	97,362.0 0	101,257.0 0	105,307.0 0	109,519.0 0	113,900.0 0	115,609.0 0
1-Feb-21	88,069.0 0	91,592.0 0	95,256.0 0	99,066.0 0	103,029.0 0	107,150.0 0	111,436.0 0	115,893.0 0	117,632.0 0

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RATE TABLE LEVEL 11

HOURLY (rounded to the nearest ¢)									
Effect. Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
1-Feb-19	47.96	49.88	51.87	53.95	56.10	58.35	60.68	63.11	64.06
1-Feb-20	48.80	50.75	52.78	54.89	57.09	59.37	61.74	64.21	65.18
1-Feb-21	49.65	51.64	53.70	55.85	58.08	60.41	62.82	65.34	66.32
ANNUAL (rounded to the nearest \$)									
Effect. Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
1-Feb-19	93,835.00	97,588.00	101,491.00	105,551.00	109,773.00	114,164.00	118,731.00	123,480.00	125,332.00
1-Feb-20	95,477.00	99,296.00	103,268.00	107,398.00	111,694.00	116,162.00	120,808.00	125,641.00	127,525.00
1-Feb-21	97,148.00	101,033.00	105,075.00	109,278.00	113,649.00	118,195.00	122,923.00	127,840.00	129,757.00

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RATE TABLE PHARMACY

LEVEL 9									
HOURLY (rounded to the nearest ¢)									
Effect. Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
1-Feb-19	47.56	49.46	51.44	53.50	55.64	57.86	60.18	62.59	63.52
1-Feb-20	48.39	50.33	52.34	54.43	56.61	58.88	61.23	63.68	64.64
1-Feb-21	49.24	51.21	53.26	55.39	57.60	59.91	62.30	64.79	65.77
ANNUAL (rounded to the nearest \$)									
Effect. Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
1-Feb-19	93,055.0 0	96,777.00	100,648.0 0	104,674.0 0	108,861.0 0	113,216.0 0	117,744.0 0	122,454.0 0	124,291.0 0
1-Feb-20	94,683.0 0	98,471.00	102,410.0 0	106,506.0 0	110,766.0 0	115,197.0 0	119,805.0 0	124,597.0 0	126,466.0 0
1-Feb-21	96,340.0 0	100,194.0 0	104,202.0 0	108,370.0 0	112,705.0 0	117,213.0 0	121,901.0 0	126,777.0 0	128,679.0 0

LEVEL 10									
HOURLY (rounded to the nearest ¢)									
Effect. Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
1-Feb-19	52.02	54.10	56.26	58.51	60.85	63.29	65.82	68.45	69.48
1-Feb-20	52.93	55.05	57.25	59.54	61.92	64.40	66.97	69.65	70.69
1-Feb-21	53.85	56.01	58.25	60.58	63.00	65.52	68.14	70.87	71.93
ANNUAL (rounded to the nearest \$)									
Effect. Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
1-Feb-19	101,778.0 0	105,849.0 0	110,083.0 0	114,486.0 0	119,066.0 0	123,829.0 0	128,782.0 0	133,933.0 0	135,942.0 0
1-Feb-20	103,559.0 0	107,702.0 0	112,010.0 0	116,490.0 0	121,150.0 0	125,996.0 0	131,035.0 0	136,277.0 0	138,321.0 0
1-Feb-21	105,371.0 0	109,586.0 0	113,970.0 0	118,529.0 0	123,270.0 0	128,200.0 0	133,329.0 0	138,662.0 0	140,742.0 0

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APPENDIX 2 LETTERS OF UNDERSTANDING.

LETTER 1 – PAID LEAVE TO CARE FOR FAMILY MEMBERS

LETTER OF UNDERSTANDING

Between

YUKON HOSPITAL CORPORATION

And

The Professional Institute of the Public Service of Canada

Re: Application of Article D6.06 - Paid Leave to Care for Family Members

During collective bargaining conducted in 2001, the parties agreed to the elimination of special leave banks in favour of broader leave provisions that reflect both workforce demographics and the emerging needs of employees to address personal and family needs. These new provisions were then incorporated into the collective agreement as Article D-6, "Other Leave With Pay".

Of the various forms of "Other Leave With Pay", the usage of leave for the care of sick family members was the type of leave that showed the highest level of use in the data for the year 2000. This was also the case in 2003.

During negotiations in 2001, there was considerable discussion on the appropriate limitation that might be placed on the amount of paid leave that would be granted for this purpose. The Employer expressed concern about the possibility of abuse while recognizing that statistics showed an acceptable level of use. The Professional Institute wanted to maintain the ability for employees to apply for such leave at least to the extent that was then available in the former special leave banks. The year 2000 data indicated that leave usage for the care of sick family members averaged slightly less than ten hours per employee. The data for the year 2003 demonstrated that usage of this type of leave continues to fall within acceptable levels averaging about seven hours per employee.

The parties again agreed that no specific limitation would be defined in paragraph D6.06. However, it is also agreed that the Employer will continue to monitor and record the utilization of all paid leave and, should the average use of paid leave to care for sick family members exceed ten hours per employee in any 12 month period, the Employer may require that the parties meet to negotiate reasonable limits to this form of leave pursuant to the "re-opener" provisions of Article H-1.

Where individual employees' use of this provision is considered to exceed the norm, the Employer will bring such matter to the attention of the Institute. It is recognized by both parties that abuse of this or any entitlement can result in disciplinary action.

[sgd] Jason Bilsky
Jason Bilsky

[sgd] Cara Ryan
Cara Ryan

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Chief Executive Officer

Negotiator

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LETTER 2 – PROPOSED REVISIONS GOVERNING DISCIPLINARY PROCESS

Cara Ryan
Negotiator
Professional Institute of the Public Service of Canada
Ottawa, Ontario

During the current round of collective bargaining, the parties considered several amendments to those provisions of the collective agreement governing the disciplinary process. One of the proposed revisions concerned those situations, arising out of a disciplinary action, in which the Employer was also required to report the matter to an employee's professional regulatory body. The Institute's representatives expressed a concern about timeliness in this respect.

In consideration of the concerns expressed by the Institute's representatives, the Employer gave an undertaking, as confirmed in this letter, that, in instances where an employee is disciplined and a decision is taken to report the matter to the professional regulatory body, the Employer shall do so within 30 calendar days of the discipline being imposed and that a copy of any report, document or information provided to the regulatory body will also be provided to the employee concerned.

[sgd] Jason Bilsky
Jason Bilsky
Chief Executive Officer

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LETTER 3 – LAYOFF AND RECALL

Cara Ryan
Negotiator
Professional Institute of the Public Service of Canada
Ottawa, Ontario

During the current round of collective bargaining, the parties reaffirmed the principle that, when employees become subject to lay-off, reductions will be accomplished in reverse order of seniority among the employees in the affected work unit. In doing so, the parties agreed to the configuration of the various work units at the Whitehorse General Hospital as they now exist.

It was agreed that the following shall constitute separate work units at the Whitehorse General Hospital in the application of Paragraph E4.06 of the new Collective Agreement.

1. The Medical Unit, including Pediatrics;
2. Intensive Care Unit
3. The Surgical Unit;
4. The Maternity - Labour/Delivery Unit
5. Operating Room
6. The Emergency - Outpatient Unit
7. Mental Health
8. Pharmacy
9. Nutrition Services
10. Physiotherapy
11. Social Work
12. "*Stand alone*" positions, such as Infection Control and Occupational Health, shall each constitute a separate work unit

It was recognized that, over time, the organization of the hospital might change and that there may be a need to reconfigure the work units at some point in the future. It was therefore agreed that the configuration of work units, as set out above, may be changed, at any time during the term of the collective agreement, by mutual agreement of the parties.

It was agreed that the Watson Lake Community Hospital and the Dawson City Community Hospital shall each constitute a separate work unit in the application of Paragraph E4.06 of the new Collective Agreement.

[sgd] Jason Bilsky
Jason Bilsky - Chief Executive Officer

I Concur:

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[sgd] Cara Ryan

Cara Ryan - Negotiator

LETTER 4– EMPLOYEE ELIGIBILITY LISTS

LETTER OF UNDERSTANDING Between YUKON HOSPITAL CORPORATION And The Professional Institute of the Public Service of Canada

Re: Employee Eligibility Lists

The Parties have agreed to establish Employee Eligibility Lists for qualified internal candidates which would be utilized for subsequent regular full-time, regular part-time or term vacancies for the same position within a six month period.

To this effect, the Parties have agreed to the following provisions:

1. Eligibility Lists will be created in accordance with the provisions in this LOU for each regular or term position in the bargaining unit. There will be a separate Eligibility List maintained for regular (full-time and part-time) positions and for term positions.
2. When a regular or term position is posted pursuant to clause E2.07, the Employer will identify on the job poster that the posting will be utilized to create the two Eligibility Lists for the position – one for regular (full-time and part-time) positions and one for term positions.
3. Qualified employees who wish to be included on either or both of the Eligibility Lists for the positions under paragraph 2 above must apply for the job posting in order to be interviewed for the purpose of being ranked on the Eligibility Lists.
4. Employees who will be away from work may advise the Employer in advance of their absence of their desire to be included on either or both of the Eligibility Lists under paragraph 2 above for a posted vacant position that arises during a period of up to eight weeks from the commencement of the employee's absence. In the event that a posted vacancy in the specified position arises during this eight week period, the Employer shall attempt to contact the employee in order to arrange an interview with the employee for the purpose of being ranked on the applicable Eligibility List. It shall be the responsibility of the employee to provide the Employer with the applicable contact information for the employee to be reached during their absence.

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5. Qualified employees, who apply for the job posting referred to in paragraph 3 above for the purpose of being ranked on the applicable Eligibility Lists, shall be placed on the Eligibility List(s) for the position at the ranking as determined by the Employer in accordance with clause E2.10.
6. An employee, whom the Employer determines in not qualified for the posted vacant position for which the Eligibility List will be created under paragraph 2 above, shall be entitled to present a grievance pursuant to Article A-11 regarding the Employer's determination.
7. An employee, who wishes to dispute their ranking on the applicable Eligibility List assigned by the Employer, shall not be entitled to present a grievance under Article A-11 until the Employer utilizes the applicable Eligibility List to fill a posted vacant position with a ranked employee in regard to whom the aggrieved employee believes they should have been ranked higher.
8. The regular and term Eligibility Lists, which are created as a result of the job posting referred to in paragraph 2 above, will remain in effect for a period for six months from the date that the successful applicant is advised by the Employer that they have been awarded the posted vacant position referred to in paragraph 2 above.
9. If any regular or term position, for which the Eligibility Lists have been created under paragraph 2 above, is required to be posted pursuant to clause E2.07 during the six month period referred to in paragraph 8 above, the Employer will offer the position to the highest ranked employee on the applicable Eligibility List. In such circumstances, the Employer shall not be required to follow the job posting provision in clauses E2.07 to E2.12.
10. If the highest ranked employee on the applicable Eligibility List declines the affected position, the Employer shall offer the position to the next highest ranked employee on the applicable Eligibility List. If, after following this process, no employee who is ranked on the applicable Eligibility List accepts the position, then the Employer will post and fill the position in accordance with clauses E2.07 to E2.12.
11. An employee ranked on an Eligibility List, who declines an offer of a position pursuant to paragraph 10 above, shall be by-passed for that vacant position, but shall retain their ranking on the applicable Eligibility List.
12. The Employer shall provide the employee, who is ranked on an Eligibility List for a regular or term position, with:
 - (i) A copy of the initial Eligibility List for that position created under paragraph 2 above, and

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- (ii) A copy of any revised Eligibility List for that position arising from the placement of a ranked employee to the position pursuant to paragraphs 9 and 10 above.

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13. The Employer and the Institute agree that the application and operation of this LOU shall be reviewed by the Parties after a period of one year has elapsed from the date that the initial Eligibility Lists were created pursuant to paragraph 2 above. Each party shall appoint two representatives for the purpose of conducting this review. Any recommended revisions to this LOU made by the reviewing representatives shall be referred to the Employer and the Institute for their consideration and, if mutually agree, implementation.

[sgd] Alan Winter
Alan Winter
For the Employer

[sgd] Cara Ryan
Cara Ryan
For the Union

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LETTER 5 – TEMPORARY ASSIGNMENT OF AN EMPLOYEE TO A DIFFERENT FACILITY

LETTER OF UNDERSTANDING

Between

YUKON HOSPITAL CORPORATION
(the “Employer”)

And

THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA
(the “Institute”)

Re: Temporary Assignment of an Employee to a Different Facility in another Headquarters

Area

WHEREAS:

- A. The Employer provided the Institute with the following “notice” item on June 4, 2019, commencing on the effective date of the renewal of the Collective Agreement:

Should a need arise to temporarily assign an employee to a position in a different facility operated by the Yukon Hospital Corporation, the Employer asserts that no current provision in Agreement restricts or otherwise limits the authority of the Employer to make this temporary assignment. The Employer further maintains that the right to make this temporary assignment is squarely within the authority of the Employer to operate and manage the Hospital.

- B. During the negotiations for the renewal of the 2017-2019 Collective Agreement, the Institute raised several proposals regarding the above “notice” item provided by the Employer.

The Parties agree that the following provisions shall apply in those extenuating circumstances when the Employer determines it requires to temporarily assign an employee from his/her headquarters area to a different facility in another headquarters area in order to meet its staffing requirements at that other facility.

1. The following process will be utilized by the Employer in those extenuating circumstances when the Employer determines it will require to temporarily assign an employee from his/her headquarters area (hereinafter referred to as the “transferring facility”) to a different facility in another headquarters area (hereinafter referred to as the “other facility”).

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- a) (i) The Employer shall first seek volunteers from among the employees at the transferring facility who are qualified to perform the required duties at the other facility.
(ii) If more than one qualified employee volunteers for the temporary assignment to the other facility, the temporary assignment shall, subject to the operational requirements of the transferring facility, be assigned to the most senior qualified employee(s).
- b) If the number of required employees for the temporary assignment are not obtained through the utilization of paragraph 1(a) above, the Employer shall assign the temporary assignment to the junior employee(s) who is qualified to perform the required duties at the other facility, subject to the operational requirements of the transferring facility and subject to any contrary provision in the Collective Agreement.
2. The Parties agree that a qualified employee, for the purpose of paragraph 1 above, shall include an employee who may require a period of orientation in order to perform the required duties at the other facility.
3. The duration of the employee's temporary assignment at the other facility shall not exceed fourteen (14) calendar days, excluding travel days, unless a longer period of time is agreed to between the Employer and the employee.
4. Employees, who are assigned a temporary assignment under paragraph 1 above and who are given less than four calendar days advance notice, prior to the employee's travel day to the other facility, will be entitled to payment of time and one-half for the first four hours worked and double time for all hours worked thereafter on the first shift which the employee works at the other facility. This provision shall not apply to the second or subsequent shifts worked at the other facility.
5. Article C-12 of the Collective Agreement ("Work Related Travel") shall apply to an employee who is assigned a temporary assignment under paragraph 1 above for the duration of the assignment.
6. An employee who is assigned a temporary assignment under paragraph 1 above shall be paid a premium of \$3.25 per hour for all hours worked while performing the required duties at the other facility.
7. The Parties acknowledge that the Employer currently provides opportunities for qualified employees at a transferring facility to work at another facility. The Parties agree that the Employer may continue this practice without invoking the provisions of this LOU in circumstances where the opportunity for employees to work at another facility is not mandatory to meet staffing requirements of the other facility and as such would not require the employer to assign an employee as per paragraph 1(b).

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8. The Employer agrees that, when providing employees the opportunity to work at a different facility in another headquarters area, the Employer shall advise the employees whether or not the opportunity is being raised under paragraph 1 of this LOU.
9. All provisions of the collective agreement apply, except where specifically modified by this LOU.

[sgd] Alan Winter

Alan Winter

For the Employer

[sgd] Cara Ryan

Cara Ryan

For the Union