COLLECTIVE AGREEMENT

Between

WHITEHORSE GENERAL HOSPITAL
(OPERATED BY YUKON HOSPITAL CORPORATION)

And

THE PROFESSIONAL INSTITUTE
OF THE PUBLIC SERVICE OF CANADA

Expiry Date: January 31, 2008
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PART A

EMPLOYER – INSTITUTE RELATIONS
ARTICLE A-1
PURPOSE OF AGREEMENT

A1.01 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.

A1.02 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.

A1.03 The provisions of this Agreement apply to all parties; the Institute, the employees, and the Employer.

ARTICLE A-2
RECOGNITION AND SCOPE

A2.01 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.

A2.02 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.

A2.03 Any changes which the parties agree are necessary in this Agreement may be made by mutual agreement at any time during the life of this Agreement. Any such changes that are agreed to by the parties shall be recorded in writing, signed by the authorized officials of the parties, and appended to this Agreement.

A2.04 No employee shall be required or permitted to make any written or verbal agreement which is in conflict with the terms of this Agreement.
ARTICLE A-3
MANAGEMENT RIGHTS

A3.01 Except to the extent provided herein, this Agreement in no way restricts the authority of the Employer to operate and manage the Hospital.

A3.02 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.

ARTICLE A-4
NO STRIKE OR LOCKOUT

A4.01 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.
ARTICLE A-5
INTERPRETATION OF AGREEMENT

A5.01 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.

A5.02 In this Agreement, "may" shall be regarded as permissive, "shall" and "will" as imperative, and "should" as informative only.

A5.03 For the purposes 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 Whitehorse General Hospital.
(d) "Institute" means the Professional Institute of the Public Service of Canada.
(e) "Local 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;
(f) "Staff representative" means an agent of the Institute, other than an employee, having the authority to represent employees in the bargaining unit in matters related to their employment.

A5.04 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.

A5.05 (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.
ARTICLE A-6
DEDUCTION OF MEMBERSHIP DUES

A6.01 "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.

A6.02 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.

A6.03 The Institute shall, in accordance with clause 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.

A6.04 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.

A6.05 The amounts deducted in accordance with clause 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.

A6.06 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.

A6.07 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.

A6.08 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.
ARTICLE A-7
EMPLOYEE REPRESENTATIVES

Appointment of Local Representatives
A7.01 The Employer acknowledges the right of the Institute to appoint or otherwise select employees as local representatives. The Institute will provide the Employer with a written list of its local representatives. The Employer will be provided with an update of the written list when changes are made.

Collective Bargaining
A7.02 The Employer will grant leave without pay for up to four employees, acting as local representatives of the Institute, to attend meetings preparatory to collective bargaining.

A7.03 (a) The Employer will grant leave without pay to a maximum of four employees, acting as local representatives of the Institute, to attend collective bargaining meetings on behalf of the Institute. The Employer will continue fringe benefits contributions and the employee will continue to earn normal credits.

(b) Subject to suitable written arrangements between the Employer and the Institute for recovery of payment, the Employer shall continue to pay the employees engaged in collective bargaining during the period of leave without pay. Employees wishing to avail themselves of this provision will record the time spent in collective bargaining in accordance with the aforementioned written arrangements.

Informal Resolution of Differences
A7.04 A local 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.

Grievance Investigations and Hearings
A7.05 A local 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 during normal working hours.

A7.06 A local 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.

Meetings with the Employer.
A7.07 The Employer will grant leave with pay for up to four employees, acting as local representatives, for the purpose of attending meetings with the Employer on behalf of the Institute.
A7.08 Employees acting as local representatives at meetings of any joint 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 where the distance travelled, one way, exceeds 16 kilometres.

Institute Executive Meetings, Conventions, and Annual General Meetings

A7.09 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

A7.10 (a) The Employer will grant leave without pay to employees who act as local representatives to undertake training related to the duties of a representative.

(b) The Employer will grant leave with pay to local representatives to attend training courses, sponsored by the Employer, concerning employer/employee relations

Elected Office

A7.11 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

A7.12 Requests for leave under this Article shall be submitted as far in advance as possible.

A7.13 (a) Whenever possible, local representatives 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 a local representative at a meeting, such request will be communicated to the employee's supervisor.

Access to Premises

A7.14 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.
ARTICLE A-8
FACILITIES, INFORMATION AND ORIENTATION

Use of Employer Facilities
A8.01 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.

A8.02 In order to facilitate the orderly and confidential investigation of complaints or grievances, the Employer shall provide Institute stewards temporary access to office space or similar facilities, operational requirements permitting. The Institute will obtain prior approval for use of these facilities. This approval is contingent upon the Employer's determination that the use of such facilities is not inconsistent with the Employer's interests.

Employee Information
A8.03 The Employer agrees to supply each employee with a copy of the collective agreement as may be revised pursuant to collective bargaining.

A8.04 The Employer agrees to supply the Institute, on a monthly basis, a report specifying the name of each employee hired and each employee terminated during the applicable period.

A8.05 The Employer agrees to supply the Institute with a quarterly report specifying the name, occupation and classification of each employee on staff.

A8.06 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
A8.07 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.
A8.08 The Group Chairperson of the Institute, or delegate, will be provided with a period not exceeding ten minutes, without loss of pay, to meet with the employee(s) for the purpose of acquainting them with the Institute's structure and operation.

A8.09 It is the Institute's responsibility to provide the employee(s) with the name and work location of local representatives.

**ARTICLE A-9**

**JOINT CONSULTATION**

A9.01 The parties acknowledge the mutual benefits to be derived from joint consultation and are prepared to engage in joint consultation on matters of concern to either party.

A9.02 The joint 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.

A9.03 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 this joint committee.

A9.04 This joint consultative process may be initiated by either party. However, the committee shall meet at least once per quarter unless otherwise agreed.

A9.05 Minutes of the committee meetings shall be kept, signed by at least one member of each party and posted on hospital bulletin boards.
ARTICLE A-10
INFORMAL PROCESS FOR RESOLUTION OF DIFFERENCES

A10.01 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.

A10.02 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.

A10.03 Employees may elect to be accompanied or represented by a local representative.

A10.04 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.
ARTICLE A-11
GRIEVANCE PROCEDURE

Definition
A11.01 "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
A11.02 An employee must file a grievance through the Institute.
A11.03 There shall be two steps in the grievance procedure:
   (a) Step 1- the senior manager of the Department within which the employee
       reports;
   (b) Step 2- the Chief Executive Officer.
A11.04 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.
A11.05 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.
A11.06 The designated officer of the Employer will provide a decision and reasons for the
   decision in writing.

Time Limits
A11.07 A grievance may be presented at Step 1 no later than 21 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.
A11.08 The appropriate Senior Manager will respond in writing no later than 21 calendar days
   after receipt of the grievance.
A11.09 A grievance may be presented at Step 2 no later than 21 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.

A11.10 The Chief Executive Officer, or delegate, will respond to the grievance in writing no later than 21 calendar days after receipt of the grievance.

A11.11 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.

A11.12 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.

A11.13 A grievance not presented or progressed within the prescribed time limits shall be deemed to have been abandoned.

A11.14 Where a response is not provided within the prescribed time limits, the grievance may be progressed to the next step no later than 21 days after the response was due.

**Employer Grievance**

A11.15 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.
ARTICLE A-12
ARBITRATION

A12.01 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 arbitrable, 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.

A12.02 Notice of intent must be provided within 30 calendar days of the decision rendered at Step 2 of the grievance procedure. If not so referred within 30 calendar days, the grievance will be deemed to have been withdrawn.

A12.03 The arbitration of disputes shall be conducted before a single arbitrator mutually agreed upon between the parties.

A12.04 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 to agree on the selection of an arbitrator within 30 calendar days of the issuance of the notice of intent, 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.

A12.05 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.

A12.06 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.

A12.07 The costs and expenses of the arbitrator shall be borne equally by the parties.

A12.08 The time limits stipulated herein may be extended by mutual agreement of the parties.

Mediation

A12.09 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.
PART B

PAY, ALLOWANCES AND BENEFITS
ARTICLE B-1
PAY ADMINISTRATION

B1.01 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.

B1.02 Employees shall be paid bi-weekly with pay days being alternate Fridays.

B1.03 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.

ARTICLE B-2
RECOGNITION OF PREVIOUS EXPERIENCE

B2.01 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.

B2.02 Where experience has been calculated in hours, 1,956 paid hours shall equate to one year of experience.

B2.03 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.
ARTICLE B-3
RECOGNITION OF EDUCATION

B3.01 In addition to the salary set out in Appendix 1, employees who so qualify shall, upon application, be paid the education allowance set out in this article, subject to the following conditions:

(a) The education or training is related to and utilized in the performance of an employee’s duties;

(b) 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;

(c) 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

(d) The allowance specified in this article shall not be paid retroactively for any period preceding the date of the employee’s application.

B3.02 For employees who qualify, the amount of the education allowance shall be:

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

B3.03 The education allowance is not cumulative and an employee shall be paid only the highest allowance for which eligible.

B3.04 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.

B3.05 The education allowance will be included in the pay for each pay period.
ARTICLE B-4
SALARY INCREMENTS

B4.01 Subject only to satisfactory performance, 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 highest step is attained.

B4.02 A service increment will not be withheld for unsatisfactory performance unless the performance deficiencies have been brought to the employee's attention and documented through a performance evaluation conducted in accordance with Article F-8.

B4.03 Where a service increment and any other transaction 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.

ARTICLE B-5
RATES OF PAY UPON PROMOTION OR DEMOTION

Promotion

B5.01 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

B5.02 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.

ARTICLE B-6
ACTING PAY

B6.01 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.

B6.02 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 4%.

B6.03 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.
ARTICLE B-7
RESPONSIBILITY PAY

B7.01 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:
   (a) On Saturday, Sunday and general holidays;
   (b) Before 0800, Monday to Friday, inclusive;
   (c) After 1600, Monday to Friday, inclusive.

B7.02 Clinical Care Managers shall be paid, in addition to regular pay and any other premium or allowance, a supervisory allowance equal to 5% of the straight time rate for all hours worked. This provision shall become effective on February 1, 2005.

ARTICLE B-8
SHIFT AND WEEKEND PREMIUMS

Shift Premium:

B8.01 A shift work employee shall be paid a shift premium of $1.75 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. The shift premium will be increased to $2.00 per hour effective August 1, 2007.

Weekend Premium:

B8.02 Employees shall be paid a weekend premium of $1.75 per hour for all hours worked, including overtime hours, on Saturday and/or Sunday. This provision shall cease to apply with the coming into force of paragraph B8.03.

B8.03 Effective February 1, 2005, employees shall be paid a weekend premium of $1.75 per hour for all hours worked, including overtime hours, between 20:00 on Friday and 08:00 Monday. The weekend premium will be increased to $2.00 per hour effective August 1, 2007.
ARTICLE B-9
YUKON BONUS

B9.01 Subject to the conditions set out in this article, each employee shall be entitled to a Yukon Bonus in the amount of $2,000 upon the completion of the first year of continuous service and upon the completion of each subsequent year of continuous employment.

B9.02 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.

B9.03 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.

B9.04 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.

ARTICLE B-10
REGISTRATION FEES

B10.01 The Employer shall, on an annual basis, reimburse an employee for 50% 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 licence is a requirement for appointment to the position;
(b) When such registration or licence 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.

B10.02 The Employer will endeavour to reimburse the employee within 30 days of:

(a) The beginning of the registration or licensing period; and
(b) Receipt of verification of registration or licensing.
ARTICLE B-11
SEVERANCE PAY

On Lay-Off
B11.01 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
B11.02 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
B11.03 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.

On Release for Incapacity
B11.04 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
B11.05 The total amount of severance pay paid to an employee pursuant to this article shall not exceed thirty weeks.

B11.06 An employee whose employment is terminated for just cause will not be entitled to severance pay.
ARTICLE B-12
MATERNITY OR PARENTAL ALLOWANCE

B12.01 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.

B12.02 (a) An employee who has been granted both maternity and parental leave shall be entitled, at her option, to either the maternity allowance or the parental allowance but not to both.

(b) In the case of a couple, both of whom are employed by the Employer, payment of the allowance will be limited to either the maternity or the parental allowance and will be paid only to one parent in respect of the same birth or adoption.

B12.03 Maternity or parental allowance payments made in accordance with the Supplemental Unemployment Benefit Plan shall consist of the following:

(a) Where an employee is subject to a waiting period of two weeks before receiving EI maternity or parental benefits, an allowance of 93% of weekly pay, as defined in paragraph B12.04, for each week of the two week waiting period, less any other monies earned during this period; and

(b) For each week that an employee receives either a maternity benefit pursuant Section 22 of the Employment Insurance Act; or a parental benefit pursuant to Section 23 of the Act, the difference between the gross weekly amount of the EI benefit and 93% of weekly pay, less any other monies earned during the period.

(c) The maximum number of weeks for which the maternity or parental allowance is payable pursuant to sub-paragraphs (a) and/or (b) is seventeen.

B12.04 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, average weekly earnings in the 26 weeks immediately preceding the commencement of maternity or parental leave.
B12.05 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.

B12.06 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.

B12.07 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 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.

B12.08 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.
ARTICLE B-13
BENEFIT PLANS

General

B13.01 The level of specific benefits to which employees are entitled will not be decreased during the term of the collective agreement nor shall the terms and conditions under which such benefits are payable be altered or amended without the agreement of the Institute.

B13.02 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.

Group Life Insurance Plan

B13.03 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.

Long Term Disability Plan

B13.04 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.

Extended Health and Dental Plan

B13.05 Except where otherwise specifically limited or qualified in this Agreement for plan or plans providing health care and dental benefits for employees and dependents as set out in the specific plan.

ARTICLE B-14
PENSION PLAN

B14.01 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.
PART C

WORKING CONDITIONS
ARTICLE C-1
SCHEDULING OF WORK

General

C1.01 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.

C1.02 Hours of work shall be scheduled in accordance with the provisions of Article C-2.

Shift Schedules

C1.03 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 consecutive days of rest unless single days of rest are agreed to by the employee concerned;

(d) Unless otherwise agreed to by the employee concerned, schedule weekend work (i.e., Saturday and Sunday shifts) 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 7½ hours are established, schedule shifts so that employees have at least 16 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 at least 14 calendar days in advance of the commencement date of a new shift schedule.

C1.04 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 local representative of the Institute.

C1.05 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.
C1.06 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

C1.07 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.

C1.08 Cooperative work schedules may include regular, flexible, or compressed work week periods.

C1.09 Cooperative work schedules must provide the coverage required by the Employer and must be established in accordance with the provisions of Article C-2.

C1.10 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.

C1.11 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.
ARTICLE C-2
HOURS OF WORK

Full Time Employees

C2.01 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.

C2.02 The hours of work for full time employees engaged in shift work shall be 37½ 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

C2.03 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.

C2.04 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.

C2.05 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

C2.06 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.
C2.07  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**

C2.08  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**

C2.09  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.
ARTICLE C-3
DAYS OF REST

General
C3.01 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
C3.02 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.

C3.03 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
C3.04 In respect of part time employees not engaged in shift work, established days of rest shall be Saturday and Sunday except in the case of part time employees who have been engaged specifically to provide weekend coverage.

C3.05 Part time employees engaged in shift work may designate up to two consecutive days in each seven day period, calculated from the beginning of the shift schedule, as their designated days of rest, except that the day of a general holiday may not be designated as a day of rest.

Casual Employees
C3.06 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.
ARTICLE C-4
OVERTIME

Definitions

C4.01 "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 7½ hours are scheduled, overtime will not commence until after the expiration of 7½ hours of work;
   (ii) Time worked on established days of rest;
   (iii) Time worked in excess of 37½ hours per week.

(c) In respect of part time employees engaged in shift work:
   (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 37½ 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 7½ hours in a day or 37½ 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 37½ 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.

C4.02 (a) "Time and one-half" means 1½ 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**

C4.03 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**

C4.04 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 37½ hours per week;

(c) In the case of employees engaged in shift work, for time worked in excess of 37½ hours per week averaged over a complete shift schedule.

**Overtime Rates for Time Worked on Days of Rest**

C4.05 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**

C4.06 (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**

C4.07 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 $14.00, 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.

**Overtime Travel Allowance**

C4.08 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.
**Compensatory Time**

C4.09 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, which shall be accumulated at the applicable overtime rate as set out 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 31\textsuperscript{st} in any calendar year or upon termination of employment will be paid out in the first pay period following March 31\textsuperscript{st} or upon termination whichever occurs first.

(c) Provided written notification is submitted to the Employer no later than March 1\textsuperscript{st}, 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.

**General**

C4.10 An employee is entitled to overtime pay when the overtime is authorized in advance by the employee's manager or designate.

C4.11 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.

C4.12 Subject to operational requirements, the Employer shall make every reasonable effort to:

(a) Offer overtime work on an equitable basis among readily available qualified employees who are normally required in the course of their regular duties to perform that work; and

(b) Give employees reasonable advance notice of the requirement to work overtime.

C4.13 An employee may refuse to work overtime for justifiable reasons but may be required to state the reasons for refusal in writing.
ARTICLE C-5
STAND-BY

C5.01 When required to be available on standby during off-duty hours, an employee shall be compensated at the rate of one-half hour at straight time for each four hour period or portion thereof of designated standby duty.

C5.02 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.

C5.03 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.

C5.04 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.

C5.05 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.
ARTICLE C-6
CALL-BACK

C6.01 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.

C6.02 When employees are called back to work or when employees on standby duty are called back to work any time outside their normal working hours, they will be paid at the overtime rate set out in paragraph C4.04 of Article C-4 for all hours worked with a minimum of three hours.

C6.03 Notwithstanding the provisions of paragraph C6.01, an employee shall be entitled to 15 minutes pay at the straight time rate for each telephone call handled outside regularly scheduled hours of work.

C6.04 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.

C6.05 An employee who is called back to the workplace shall be entitled to a transportation allowance in accordance with the Employer's travel policy.

C6.06 The provisions of this paragraph will apply to 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. As may be directed by the Employer, such employees will either be:

(a) 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; or

(b) Held on duty for a maximum of 12 hours calculated from the beginning of the call-back period. Employees shall be paid at time and one-half for all hours worked outside the scheduled shift, and straight time thereafter but in no case shall total pay be less than employees would have received had they worked the scheduled shift.
ARTICLE C-7
GENERAL HOLIDAYS

C7.01 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) Canada Day
(g) Discovery Day
(h) Labour Day
(i) Thanksgiving Day
(j) Remembrance Day
(k) Christmas Day
(l) Boxing Day
(m) Any other day when proclaimed by the Government of Canada or the Yukon Territorial Government as a national or territorial holiday.

ARTICLE C-8
GENERAL HOLIDAY PROVISIONS APPLICABLE TO EMPLOYEES NOT EMPLOYED IN A CONTINUOUS OPERATION

Application

C8.01 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

C8.02 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

C8.03 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**

C8.04 (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.

C8.05 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.

C8.06 An employee shall not be entitled to holiday pay if the general holiday falls during the first 30 days of employment with the Employer, unless the employee is required to work on the actual day of the general holiday.

**Work on a General Holiday**

C8.07 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.

C8.08 When a general holiday of an employee is moved to another day pursuant to paragraph C8.02:

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

C8.09 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.
ARTICLE C-9
GENERAL HOLIDAY PROVISIONS APPLICABLE TO
EMPLOYEES EMPLOYED IN A CONTINUOUS OPERATION

Application

C9.01 (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 24 and 19:59 on December 25;

(ii) Boxing Day means the 24 hour period between 20:00 on December 25 and 19:59 on December 26;

(iii) New Year’s Day means the 24 hour period between 20:00 on December 31 and 19:59 on January 1.

Holiday Pay

C9.02 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.

C9.03 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 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.

C9.04 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.

C9.05 An employee shall not be entitled to holiday pay, pursuant to paragraph C9.02 or C9.03, if the general holiday falls during the first 30 days of employment with the Employer, unless the employee is required to work on the actual day of the general holiday.

C9.06 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

C9.07 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.

C9.08 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.

ARTICLE C-10
REPORTING PAY

C10.01 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.

C10.02 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.

ARTICLE C-11
COURT PAY

C11.01 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.
ARTICLE C-12
WORK-RELATED TRAVEL

Conditions of Travel

C12.01 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

C12.02 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

C12.03 Time spent in travel pursuant to paragraph C10.01 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.

C12.04 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.
PART D

LEAVE
ARTICLE D-1
LEAVE – GENERAL

D1.01 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, as set out in Part G, 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.

D1.02 An employee shall not be granted two different types of leave with pay in respect of the same period of time.

D1.03 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.

ARTICLE D-2
VACATION LEAVE

Vacation Year

D2.01 The vacation year shall be from April 1st to March 31st, inclusive.

Accumulation of Vacation Leave Credits

D2.02 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:

<table>
<thead>
<tr>
<th>Years of Continuous Employment</th>
<th>Monthly Accrual Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning in the first (1st) and in subsequent years</td>
<td>12.500 hours</td>
</tr>
<tr>
<td>Beginning in the fourth (4th) and in subsequent years</td>
<td>15.625 hours</td>
</tr>
<tr>
<td>Beginning in the fifteenth (15th) and in subsequent years</td>
<td>18.750 hours</td>
</tr>
<tr>
<td>Beginning in the twenty-sixth (26th) and in subsequent years</td>
<td>21.875 hours</td>
</tr>
</tbody>
</table>

D2.03 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 Benefit**

D2.04 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.

D2.05 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**

D2.06 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**

D2.07 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.

**Scheduling of Vacation Leave**

D2.08 An employee is entitled to vacation leave with pay to the extent of the employee’s vacation leave credits.

D2.09 Subject to operational requirements, the Employer shall make every reasonable effort to grant to an employee the period of vacation leave requested, provided the employee has completed the appropriate vacation leave application form and submitted it to the Employer.
D2.10 The Employer will reply to an employee's application for vacation leave as soon as practicable after receipt. Where an application has been made eight weeks or more prior to the commencement of the requested period of vacation leave, the Employer will advise of the approval or denial of the application at least six weeks prior to the commencement date of the period of vacation leave. Where the Employer alters or denies a vacation leave request, the Employer shall provide reasons, in writing, upon the written request of the employee.

D2.11 A period of vacation leave which has been previously approved will be cancelled or altered only for reasons of bona fide operational requirements. The Employer shall reimburse the employee for any non-refundable contractual obligations forfeited as a result.

D2.12 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.

D2.13 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

(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 Leave Credits When Employment Terminates

D2.14 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

D2.15 On termination, an employee, or in the event of death, the employee's estate shall be paid any earned but unused vacation credits.

D2.16 Notwithstanding the provisions of paragraph D2.15, 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.
ARTICLE D-3
SICK LEAVE WITH PAY

Sick Leave Benefits

D3.01 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:

(a) Less than six months
   Hours first paid at 100% of Base Rate: 0.00
   Hours next paid at 67% of Base Rate: 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 or more but less than three years
   337.50
   150.00

(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

D3.02 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

D3.03 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

D3.04 In respect of a disability exceeding the period of sick leave with pay set out in paragraph D3.01, an eligible employees 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

D3.05 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.

D3.06 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, 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

D3.07 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

D3.08 An employee is not eligible for sick leave with pay under this article during any period of leave of absence without pay or pre-retirement leave or while under suspension.
ARTICLE D-4
WORK RELATED DISABILITY LEAVE

General

D4.01 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.

D4.02 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

D4.03 The employee may apply for work-related disability leave with pay subject to the following conditions:

(a) The employee shall assign to the Employer all benefit payments from the WCHSB relative to work at the Whitehorse General Hospital.

(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.
D4.04 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.

D4.05 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.

D4.06 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**

D4.07 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.

(b) Periods of leave under Option 2 shall not be included in the calculation of continuous employment nor shall vacation leave credits accrue.
ARTICLE D-5
BEREAVEMENT LEAVE WITH PAY

D5.01 For the purpose of this article, "immediate family" is defined as father, mother (or alternatively stepfather, stepmother or foster parent), brother, sister, spouse (including common-law spouse resident with the employee), child (including child of common-law spouse), stepchild or ward of the employee, grandparent, grandchild, father-in-law, mother-in-law, and any relative permanently residing in the employee’s household or with whom the employee permanently resides.

D5.02 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.

D5.03 An employee is entitled to up to one day’s bereavement leave with pay upon the death of the employee’s son-in-law, daughter-in-law, brother-in-law or sister-in-law.

D5.04 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.

D5.05 The period of bereavement leave with pay, as defined in paragraph D5.02, may be deferred and taken in a single 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.
ARTICLE D-6
OTHER LEAVE WITH PAY

General

D6.01 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 the employee), dependent children (including children of legal or common-law spouse) and parents (including stepparents).

D6.02 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.

D6.03 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.

D6.04 Employees on pre-retirement leave, on leave without pay or under suspension for cause are not eligible for leave under this article.

Examinations or Treatment Related to Health Needs

D6.05 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 or chiropractic 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 Whitehorse, 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;

   One day for examination or treatment; and

   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

D6.06 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, or the employee’s sick mother or father, 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

D6.07 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 days of the birth or the adoption of the child.

Leave for Other Reasons

D6.08 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.
ARTICLE D-7
COURT LEAVE WITH PAY

D7.01 Leave with pay shall be granted to an employee, other than an employee on suspension, on pre-retirement leave or on leave of absence without pay, who is required:

(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.

ARTICLE D-8
LEAVE WITH PAY FOR LABOUR RELATIONS MATTERS

Informal Resolution of Differences

D8.01 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.

Grievance Investigations and Hearings

D8.02 (a) An employee presenting 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.

(b) An employee presenting a grievance will be given reasonable time off with pay for the purpose of attending the grievance hearing with the Employer.

Tribunals

D8.03 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

D8.04 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.
ARTICLE D-9
MATERNITY LEAVE WITHOUT PAY

D9.01 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.

D9.02 At its discretion, the Employer may require an employee to submit a medical certificate certifying pregnancy and the estimated date of delivery.

D9.03 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.

D9.04 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.

D9.05 The plan required pursuant to paragraph D9.04 shall specify the expected date of return to work. In the case of an incomplete pregnancy or in other special circumstances, an employee may, upon the provision of four weeks advance notice, return to work earlier than the date specified in such plan.

D9.06 (a) For employees with one or more years of continuous employment, if the continuous period of maternity leave, whether or not combined with any other form of leave without pay:

(i) Ends within one year of the date of commencement of such leave, the employee will return to the position held prior to taking leave.

(ii) Extends more than one year 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 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.

D9.07 Maternity leave shall be included in the calculation of continuous employment. Time spent on such leave shall be counted for pay increment purposes.

ARTICLE D-10
PARENTAL LEAVE WITHOUT PAY

D10.01 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 37 consecutive weeks in the 52 week period beginning on the day on which the child is born or the day on which the child comes into the employee’s care. In no case shall a combination of maternity leave and parental leave exceed a total 52 weeks.

D10.02 The Employer may require an employee to submit a birth certificate or proof of adoption.

D10.03 Parental leave taken by a couple, both of whom are employed by the Employer, shall not exceed a total of 37 weeks for both employees combined nor shall both employees be granted leave for the same period of time.

D10.04 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.

D10.05 (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 one year of the date of commencement of such leave, the employee will return to the position held prior to taking leave.

(ii) Extends more than one year 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 parental 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.

D10.06 Parental leave shall be counted for the calculation of continuous employment. Time spent on such leave shall be counted for pay increment purposes.

**ARTICLE D-11**

**LEAVE WITHOUT PAY FOR THE LONG TERM CARE OF A FAMILY MEMBER**

D11.01 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.

D11.02 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.

D11.03 Leave granted under this article shall be for a minimum period of three months.

D11.04 The total leave granted under this clause shall not exceed five years during an employee’s total period of employment with the Employer.

D11.05 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.

D11.06 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.
ARTICLE D-12
LEAVE WITHOUT PAY FOR PERSONAL NEEDS

D12.01 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.

D12.02 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.

D12.03 Leave granted under this article may not be used in combination with maternity or parental leave without the consent of the Employer.

D12.04 Leave granted under this article may not be used for the purpose of working elsewhere without the consent of the Employer.

ARTICLE D-13
DEFERRED SALARY LEAVE PLAN

D13.01 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.
PART E

SENIORITY, VACANCIES & LAY-OFF
ARTICLE E-1
SENIORITY

Definition

E1.01 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

E1.02 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

E1.03 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

E1.04 The seniority of an employee will be retained and will continue to accrue:

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

E1.05  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

E1.06  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.

E1.07  In the application of paragraph E1.06:

(a)  "Resignation" means a voluntary notice 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 from the time that the written notice was tendered.
(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

E1.08  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.
E1.09 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 March 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.

E1.10 Any objection or challenge to the accuracy of the seniority list or the relative standing of an individual employee must be filed with the Chief Executive Officer of 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.

E1.11 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.

ARTICLE E-2
VACANCIES AND NEW POSITIONS

Filling of Vacancies and New Positions

E2.01 Except as otherwise provided, the provisions of paragraphs E2.07 to E2.12 of this article apply where 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.

E2.02 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 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.

E2.03 Where a part time position becomes vacant or additional hours are made available, such hours will be offered to qualified part time employees in the work unit in the following manner:
   (a) The opportunity for additional hours will be posted in the work unit for a period of 14 calendar days.
(b) Qualified part time employees in the work unit may apply, in writing, for additional hours as follows:

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

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

(c) Additional hours will be offered to the senior employee or employees making application therefore who are qualified to perform the work. The seniority of employees shall be determined as at the closing date of the job posting.

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

(e) Any remaining hours, constituting a part time position, which are left unclaimed in the application of this paragraph may be posted and filled in accordance with paragraphs E2.07 to E2.12 of this article.

E2.04 Casual positions may be filled by the Employer without recourse to the job posting procedures.

E2.05 (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.

E2.06 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;

(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

E2.07  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 local representative of the Institute.

E2.08  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.

E2.09  A written job description for the posted position shall be provided upon request.

E2.10  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.

E2.11  The determination of the successful candidate for a vacant or new position shall be made fairly, reasonably, and without discrimination.

E2.12  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

E2.13  Within 14 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.

E2.14  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.

E2.15  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.
E2.16 Unsuccessful candidates may appeal the matter through the disputes resolution process set out in Articles A-10 to A-12 of this Agreement.

ARTICLE E-3
FAMILIARIZATION PERIOD

E3.01 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 hours to a maximum of three calendar months.

E3.02 During the familiarization period, the employee will be provided with orientation, training and guidance to ensure that duties and performance standards are understood.

E3.03 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 local representative in writing of any extension to an employee's familiarization period.

E3.04 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 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.
ARTICLE E-4
LAY-OFF AND RECALL

Definition & Application

E4.01 "Lay-off" means a cessation of employment as a result of:
   (a) A lack of, or reduction in, the amount of work required to be performed; or,
   (b) The reduction or elimination of an activity, service, program, function or department.

E4.02 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.

E4.03 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

E4.04 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.

E4.05 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.

E4.06 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.

E4.07 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 local representative of the Institute.

E4.08 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 choose to grant pay in lieu of the notice, the employee may choose to take the equivalent pay for the third month.

E4.09 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

E4.10 An employee who is given notice of lay-off shall, within 14 calendar days of receipt of such notice, elect one of the following options set out in sub-paragraphs (a), (b) or (c):

(a) Displace the most junior employee occupying a regular position in an equal or lower classification level, 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

(c) Accept lay-off without right of recall.

(d) 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).

E4.11 An employee who is displaced in the application of paragraph E4.10 will, within 14 calendar days of being displaced, make one of the elections set out therein.

E4.12 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.

E4.13 Employees who are subject to lay-off shall be given preference for appointment to any new or vacant positions which arise during the notice period provided that the employee is qualified to perform the work or could become qualified within a one month orientation period.

Right of Recall

E4.14 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.

E4.15 To remain eligible for recall, employees must ensure that the Employer is provided with their addresses and any changes thereto.

E4.16 Employees shall be recalled in order of seniority to their former positions if and when such positions become available.

E4.17 The Employer will advise laid off employees of any vacant or newly created positions.

E4.18 Employees who have elected lay-off with the right of recall shall be given preference for appointment to any new or vacant positions provided that the employee is qualified to perform the work or could become qualified within a one month orientation period.
E4.19 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 work on a casual basis. Acceptance of such work by laid off employees does not alter the one year period specified in paragraph E4.14.

E4.20 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 local 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.
ARTICLE E-5
EMPLOYEES RETURNING FROM EXTENDED LEAVE OF ABSENCE

General
E5.01 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
E5.02 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
   (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.

E5.03 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
E5.04 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.
PART F

OTHER TERMS AND CONDITIONS OF EMPLOYMENT
ARTICLE F-1
PROBATIONARY PERIOD

F1.01 Newly hired employees will serve a probationary period of 980 hours worked up to a maximum of one year.

F1.02 Employment may be terminated for cause during the probationary period. Only factors that can reasonably be expected to affect work performance will be considered.

F1.03 During the probationary period, the employee will be provided with orientation, training and guidance to ensure that duties and performance standards are understood.

F1.04 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 local representative in writing of any extension to an employee's probationary period.
ARTICLE F-2
DISCIPLINE

F2.01 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.

F2.02 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.

F2.03 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.

F2.04 Employees have the right to representation by a local representative or a staff representative throughout the investigation and disciplinary process.

F2.05 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.

F2.06 Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee, shall be destroyed after two 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.
ARTICLE F-3
EMPLOYEE ASSISTANCE PROGRAM

F3.01 The Employer will provide a comprehensive Employee Assistance Program, independent of the Whitehorse General Hospital for all employees in the bargaining unit.

F3.02 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.
ARTICLE F-4
NO DISCRIMINATION

F4.01 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 section 6 of the Yukon Human Rights Act or by reason of membership or activity in the Institute.

ARTICLE F-5
HARASSMENT

F5.01 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.

F5.02 "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.

F5.03 "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.

F5.04 "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.

F5.05 Investigation of complaints or grievances alleging harassment will be conducted in accordance with the Employer's policy on harassment.

F5.06 The initiation of a harassment complaint of a frivolous or vexatious nature may be treated as a disciplinary offence.
ARTICLE F-6
OCCUPATIONAL HEALTH AND SAFETY

Occupational Safety

F6.01 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.

F6.02 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.

(b) The Employer shall take reasonable precautions to provide employees with a secure workplace free of the risk of violence.

F6.03 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.

F6.04 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

F6.05 (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 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.

F6.06 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**

F6.07 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**

F6.08 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.

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**ARTICLE F-7**

**EDUCATION AND PROFESSIONAL DEVELOPMENT**

F7.01 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**

F7.02 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.

F7.03 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.

F7.04 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

F7.05 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.

F7.06 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.

F7.07 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

F7.08 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.

F7.09 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.

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.
ARTICLE F-8
PERFORMANCE EVALUATION

F8.01 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.

F8.02 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.

F8.03 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.

F8.04 Employees who allege that their performance evaluation is incorrect may appeal the matter through the grievance procedure. The grievance must include reasons supporting their allegations.

ARTICLE F-9
PERSONNEL FILES

F9.01 No document, other than normal administrative forms, will be placed on an employee's personnel file without a copy being provided to the employee.

F9.02 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.

F9.03 When examining the personnel file, an employee may be accompanied by a local or staff representative.
ARTICLE F-10
CLASSIFICATION

Definition and Application

F10.01 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.

F10.02 All positions falling within the scope of the bargaining unit will be allocated a classification level in accordance with the Employer's classification plan.

F10.03 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

F10.04 The local 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.

F10.05 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

F10.06 The local 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.

F10.07 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.
F10.08 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 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.

F10.09 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 and the period of pay retroactivity.

F10.10 When the reclassification of a position or group of positions is to be given retroactive effect, retroactive pay adjustments, if any, will be made to employees, former employees, or to the estates of deceased former employees who were employed during the period of retroactivity.

Classification Committee

F10.11 The parties to this Agreement acknowledge the mutual benefits to be derived from consultation and are prepared to engage in joint consultation on all matters related to classification.

F10.12 The classification committee may:

(a) Make recommendations concerning the revision of the Employer's existing job classification plan or the selection of a new plan.

(b) Participate in the joint administration of the Employer's classification plan as it relates to job evaluation, classification and reclassification.

(c) Consider any requests for a classification review and make recommendations to the Employer.

(d) Review, consider and make recommendations on problems or any other matter related to classification.

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. The recommendations of the committee are not binding on the Institute.
ARTICLE F-11
JOB DESCRIPTION

F11.01 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.

ARTICLE F-12
PROFESSIONAL STANDARDS AND PRACTICES

General

F12.01 Any requirements made of an employee shall not be in violation of the standards of practice of the professional licensing body governing the employee.

F12.02 The Employer shall provide a working environment consistent with professional standards, practices and procedures.

F12.03 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.

F12.04 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

F12.05 Where an employee or group of employees have reasonable grounds to believe that:
   (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

F12.06  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.

F12.07  The Nursing Standards and Practices Committee shall be composed of two members appointed by the Employer and two members appointed by the Institute.

F12.08  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.

F12.09  The Nursing Standards and Practices Committee shall meet no later than 14 calendar days after an issue has been referred to it.

F12.10  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.

F12.11  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.

F12.12  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.

F12.13  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

F12.14  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.
ARTICLE F-13
TECHNOLOGICAL CHANGE

Technological Change Defined

F13.01 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.

F13.02 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.

F13.03 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

F13.04 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
   (c) The effect that the technological change is likely to have on the affected employees.

F13.05 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

F13.06 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.

F13.07 (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. 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.

F13.08 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.
ARTICLE F-14
CONTRACTING OUT

F14.01 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.

ARTICLE F-15
RESTRICTION ON OUTSIDE EMPLOYMENT

F15.01 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.

ARTICLE F-16
CONFIRMATION OF EMPLOYMENT

F16.01 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.

ARTICLE F-17
PERSONAL PROPERTY

F17.01 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.
PART G

SPECIAL RULES
TERM AND CASUAL EMPLOYEES
ARTICLE G-1
TERM EMPLOYEES

General

G1.01 "Term employee" means an employee who is engaged on a temporary basis for a fixed term of employment of six consecutive weeks or more:

(a) To replace an employee on leave of absence; or

(b) For a defined term of work not exceeding one year.

G1.02 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.

G1.03 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.

G1.04 A fixed term of employment shall not exceed one year in duration.

G1.05 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.

G1.06 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

G1.07 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
G1.08  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
G1.09  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
G1.10  Term employees engaged for a fixed term of employment of less than six months shall not be enrolled in the Group Life Insurance, Long Term Disability, Dental or Extended Health Plans set out in Article B-14. However, if the term of employment is extended beyond six months, employees will be enrolled in the Long Term Disability, Dental and Extended Health Plans immediately upon extension and shall become entitled to participate in the Group Life Insurance Plan.

Pension Plan
G1.11  (a) Term employees engaged in a fixed term of employment of more than six months may, at their option, elect to enrol in the Pension Plan.

(b) Term employees engaged for a fixed term of employment of less than six months may not enrol in the Pension Plan. However, if the term of employment is extended beyond six months, employees may, at their option, elect to enrol in the Plan.
General Holidays
G1.12 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.

G1.13 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
G1.14 A term employee shall earn and accrue vacation leave credits in accordance with the provisions of Article D-2 but may only use such credits in the form of paid vacation leave after completion of six months of continuous employment.

Maternity Leave
G1.15 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.

ARTICLE G-2
CASUAL EMPLOYEES

General
G2.01 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 six weeks or less.

G2.02 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.

G2.03 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.

G2.04 In the event that the leave of absence of an employee is extended for an additional period beyond six weeks but less than six 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 casual employee replacing the absent employee. Where the employee is being replaced by a group of casual employees, the position will be offered to employees in that group in order of seniority.
Loss of Seniority

G2.05 Casual employees who refuse or fail to respond to all work opportunities over a period of six consecutive months, unless for reasons acceptable to the Employer, will forfeit seniority and employment and their names will be removed from the casual list.

Exclusions

G2.06 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  
(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

G2.07 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

G2.08 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

G2.09 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.

General Holidays

G2.10 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.

G2.11 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

G2.12 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

G2.13 The provisions of Article F-15 shall not be construed to restrict or limit a casual employee from engaging in outside employment.
PART H

DURATION OF AGREEMENT
ARTICLE H-1
DURATION OF AGREEMENT

Duration

H1.01 This Collective Agreement shall come into force and effect on the date on which it is signed and shall remain in force and effect until January 31, 2008 and thereafter unless and until it is amended or terminated.

H1.02 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

H1.03 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

H1.04 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

H1.05 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.

H1.06 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.
Signed at Whitehorse, Yukon Territory, this 8th day of November, 2004

For: Whitehorse General Hospital

[sgd.] Marny Ryder  [sgd.] Steve Hindle
Chairperson - Board of Trustees  President

[sgd.] Fiona Charbonneau  [sgd.] Sean Hopkins
Vice-Chairperson - Board of Trustees  Negotiating Team Member

[sgd.] Ronald F. J. Browne  [sgd.] Yvette Berquist
Chief Executive Officer  Negotiating Team Member

[sgd.] Nick Leenders  [sgd.] Mike Paré
Negotiating Team Member  Negotiating Team Member

[sgd.] E.A. Knaack  [sgd.] Wanda Aschacher
Negotiating Team Member  Negotiating Team Member

[sgd.] Roxane Larouche  [sgd.] James Bart
Negotiating Team Member  Regional Representative - Negotiator
RATES OF PAY
PROFESSIONAL BARGAINING UNIT

General Wage Increases

1. **Effective February 1, 2004**, the rates of pay in effect on January 31, 2004 for all classes of employees covered by this Agreement shall be increased by 2.00 % to the amount shown in the Rate Tables.

2. **Effective February 1, 2005**, the rates of pay in effect on January 31, 2005 for all classes of employees covered by this Agreement shall be increased by 2.50 % to the amount shown in the Rate Tables.

3. **Effective February 1, 2006**, the rates of pay in effect on January 31, 2006 for all classes of employees covered by this Agreement shall be increased by 2.75 % to the amount shown in the Rate Tables.

4. **Effective February 1, 2007**, the rates of pay in effect on January 31, 2007 for all classes of employees covered by this Agreement shall be increased by 3.00 % to the amount shown in the Rate Tables.

5. **Effective August 1, 2007**, the rates of pay in effect on July 31, 2007 for all classes of employees covered by this Agreement shall be increased by 0.50 % to the amount shown in the Rate Tables.

Rate Tables

6. The annual rate is obtained by multiplying the hourly rate by 1956.6.

7. New classes of employees established during the term of and falling under the scope of this Agreement shall be classified in accordance with the Employer's classification plan and paid according to the applicable scale of rates as set out in the Rate Tables.
# RATE TABLE

## LEVEL 8

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### LEVEL 10

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APPENDIX 2

LETTERS OF UNDERSTANDING
LETTER OF UNDERSTANDING

Between

WHITEHORSE GENERAL HOSPITAL

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.] E.A. Knaack  
for Chief Executive Officer

[sgd.] James Bart  
Regional Representative - Negotiator

Date: January 23, 2004

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James Bart
Regional Representative - Negotiator
Professional Institute of the Public Service of Canada
10020 - 101A Avenue, Suite 955
Edmonton, Alberta

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] Ron Browne
Chief Executive Officer

Date: July 21, 2004
James Bart  
Regional Representative - Negotiator  
Professional institute of the Public Service of Canada  
Edmonton, Alberta  

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 in the application of Article E-4, *Lay-Off and Recall*, of the new collective agreement:

1. The Medical Unit, including Intensive Care and Pediatrics;  
2. The Surgical Unit;  
3. The Maternity - Labour/Delivery Unit  
4. Operating Room  
5. The Emergency - Outpatient Unit  
6. Mental Health  
7. Pharmacy  
8. Nutrition Services  
9. Physiotherapy  
10. Social Work  
11. "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.

[sgd] E.A. Knaack  
for Chief Executive Officer

**I CONCUR:**

[sgd] James Bart  
Regional Representative - Negotiator

*Date: July 21, 2004*