

ARTICLE 1 PURPOSE OF AGREEMENT

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

ARTICLE 2 INTERPRETATION AND DEFINITIONS

- 2.01 (a) "Abandonment" means the failure of an employee to report for work for five (5) consecutive scheduled working days without informing the Employer of the reason for their absence. The presumption of abandonment shall be **reconsidered** by the Employer upon presentation of evidence of reasonable grounds for the employee's failure to contact the Employer either in person or by some other means.
- (b) "Allowance" means compensation payable to an employee for the performance of special or additional duties;
- (c) "Bargaining Unit" is the unit of employees for which the Union is recognized as the bargaining agent in Clause 5.01;
- (d) "Classification" is a level within an occupational group and all positions allocated to a specific level within an occupational group are designated as belonging to that classification.
- (e) "Consultation" means a process of joint deliberations with the objective being that the parties disclose all relevant information and engage in rational and informed discussion on the topics. While the consultation process is intended to assist the parties in arriving at reasoned and informed decisions, it does not require that agreement must be reached before the parties, or either of them, can exercise their respective rights. The introduction of new or amended policies cannot amend, alter or modify any rights, benefits or privileges provided in this Agreement.
- (f) "Continuous Service" and "Continuous Employment" mean uninterrupted employment with the Employer, and for employees also includes those periods of time when seniority is accrued or retained under the provisions of Article **33** (Seniority), or severance/interruption of employment of one (1) month or less.
- (g) "Regular Wages" means straight-time earnings excluding all premium payments and overtime, based on an average 37 ½ hour work week.
- (h) (i) "Day of Rest" in relation to an employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of his/her position other than by reason of his/her being on leave of absence.
- (ii) When the first and second or subsequent day of rest is consecutive, "second or subsequent day of rest" is defined as the period immediately following expiration of the first day of rest and ending at the time of commencement of the employee's next regular shift.
- (i) "Double time" means twice (2X) the straight-time rate.
- (j) "Employee" means a member of the Bargaining Unit, and the categories of employees are:

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

ARTICLE 2 – (Cont'd)

- (o) “Layoff” means a cessation of employment as a result of:
 - (i) A lack of, or reduction in, the amount of work required to be performed, or
 - (ii) The reduction or elimination of an activity, service, program, function or department.
- (p) “Leave of Absence” means permission to be absent from duty.
- (q) “May” shall be regarded as permissive. “Shall” and “will” as imperative, and “should” as informative only.
- (r) “Overtime” means:
 - (i) Time worked by full-time Regular and Term employees, in excess of, or outside of, their regular straight-time work period.
 - (ii) Time worked by part-time Regular and Term employees, in excess of, or outside of, a prescheduled shift of seven and one-half (7.5) or more hours, or an average of thirty-seven and one-half hours over the period (number of weeks) in which their posted shift schedule is in effect.
 - (iii) Time worked by casual employees in excess of a prescheduled shift of seven and one-half (7.5) or more hours, or over the average of seventy-five (75) hours of work in a pay period.
- (s) “Rates of Pay” are:
 - (i) “Weekly Rate of Pay” means an employee’s annual salary divided by 52.176.
 - (ii) “Bi-weekly Rate of Pay” means an employee’s annual salary divided by 26.088.
 - (iii) “Daily Rate of Pay” means:
 - (A) In the case of an employee who is paid an annual salary, his/her bi-weekly rate of pay divided by ten (10); and
 - (B) In the case of an employee who is paid by the hour, his/her hourly rate of pay times his/her normal number of hours worked per day.
 - (iv) “Hourly Rate of Pay” means the annual salary divided by 1956.6.
- (t) “Representative” means an employee who has been elected or appointed as an area Steward or who represents the Union at meetings with management.

ARTICLE 2 – (Cont'd)

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

ARTICLE 3 APPLICATION

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

ARTICLE 4 MANAGEMENT RIGHTS

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

ARTICLE 5 RECOGNITION AND SCOPE

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

ARTICLE 6 EMPLOYEE REPRESENTATIVES

- 6.01 The Employer acknowledges the right of the Union to appoint or otherwise select employees as representatives.
- 6.02 The Union shall notify the Employer in writing of the name and jurisdiction of its representatives.
- 6.03 (a) A representative shall obtain the permission of his/her immediate supervisor before leaving his/her work to investigate employee complaints of an urgent nature, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld. Where practicable, the representative shall report to his/her supervisor before resuming his/her normal duties.
- (b) Where practicable, when management requests the presence of a Union representative at a meeting, such request will be communicated to the employee's supervisor.

ARTICLE 7 USE OF EMPLOYER FACILITIES

- 7.01 Reasonable space on bulletin boards in convenient locations will be made available to the Union for the posting of official Union notices. The Union shall endeavor to avoid requests for posting of notices which the Employer, acting reasonably, could consider adverse to its interests or to the interests of any of its representatives. Posting of notices or other materials shall require the prior approval of the Employer, except notices related to the business affairs of the Union, including the names of Union representatives, and social and recreational events. Such approval shall not be unreasonably withheld.
- 7.02 The Employer will also continue its present practice of making available to the Union specific locations on its premises, for the placement of reasonable quantities of literature of the Union.

ARTICLE 8 UNION MEMBERSHIP AND CHECK-OFF OF UNION DUES

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

ARTICLE 9 INFORMATION

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

ARTICLE 10 ESSENTIAL SERVICES DURING LABOUR DISPUTES

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

ARTICLE 11 TIMES OFF FOR REPRESENTATIVES AND UNION BUSINESS

11.01 Canada Industrial Relations Board Hearings

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

The Employer will grant leave with pay:

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

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

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

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

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

The Employer will grant leave with pay:

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

11.02 Arbitration and Conciliation Board Hearings

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

ARTICLE 11 – (Cont'd)

11.03 Grievance Hearings

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

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

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

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

(c) **Grievance Investigations:**

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

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

11.04 Contract Negotiation Meetings

- (a) Where operational requirements permit, the Employer will grant leave without pay to a maximum of four (4) employees for the purpose of attending contract negotiation meetings on behalf of the Union. The Employer agrees that while employees are attending contract negotiation meetings the Employer shall continue his/her fringe benefit contributions and the employees shall continue to earn normal credits.
- (b) Notwithstanding subsection (a) where the employee has been granted leave without pay to attend the initial contract negotiation meeting on behalf of the Union, the Employer will grant leave without pay to the employee for all subsequent contract negotiation meetings.

11.05 Preparatory Contract Negotiation Meetings

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

ARTICLE 11 –(Cont'd)

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

11.07 Meetings Between Employee Organizations and Management

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

11.08 Employee Organization Executive Council Meetings and Conventions

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

11.09 Representative Training Courses

(a) Where operational requirements permit, the Employer will grant leave without pay to employees who exercise the authority of a representative on behalf of the Union to undertake training related to the duties of a representative and/or to travel on Union business.

(b) Where operational requirements permit, the Employer will grant leave with pay to employees appointed as representatives by the Union to attend training sessions concerning Employer/employee relations sponsored by the Employer.

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

11.10 Attendance at Joint Committee Meetings

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

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

ARTICLE 11 – (Cont'd)

11.12 Change of Scheduled Shift

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

11.13 Leave of Absence for Elected Officials

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

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

If the employee is re-elected for subsequent terms, she/he shall continue to be on leave. Upon completion of their term of office the employee will be guaranteed a position at the same level the employee held before their leave.
- (c) If the employee ceases to hold office, the employee will return to the position held by the employee prior to the leave of absence.
- (d) During the leave of absence the Employer will pay 100% of salary and benefits and will invoice the Union for 100% of all and any costs incurred by the Employer on behalf of the employee, in the administration of the collective agreement, during the period of leave.
- (e) During the leave of absence the employee will earn normal leave credits.

ARTICLE 11 –(Cont'd)

- (f) Leave of Absence applications will be submitted to the Employer for processing for administrative purposes only.
- (g) The Union agrees to provide the Employer with three (3) months advance written notice of the commencement and termination of such leave of absence.
- (h) The employee will continue to be governed by the terms of the collective agreement respecting all matters which require the employee to submit documentation to the Employer as she/he would normally provide, including but not limited to, requests for vacation time-off, time cards, etc.

ARTICLE 12 NO DISCRIMINATION

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

ARTICLE 13 HARASSMENT

- 13.01 (a) The Employer, the employees and the Union recognize the right of all persons employed at the hospital to work in an environment free from unwanted personal harassment, sexual harassment or abuse of authority, and agree that any of the aforementioned actions will not be tolerated in the workplace.
- (b) Cases of proven personal harassment, sexual harassment or abuse of authority by a person employed in the hospital is considered a disciplinary infraction and will be dealt with as such.
- 13.02 (a) Personal harassment means any improper behavior by a person employed in the hospital that is directed at and offensive to another person employed in the hospital, and which the first person knew or ought reasonably to have known would be unwelcome. Personal harassment comprises objectionable conduct, comment or display that demeans, belittles or causes personal humiliation, or embarrassment to the recipient. This includes harassment as described in **Section 14** of the Yukon Human Rights Act.
- (b) Sexual harassment means any conduct, comment, gesture or contact of a sexual nature:
- (i) That might reasonably be expected to cause offense or humiliation; or
- (ii) That might reasonably be perceived as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.
- (c) Abuse of authority means an individual's improper use of power and authority inherent in the position held, by means of intimidation, threats, blackmail or coercion. This comprises actions which endanger an employee's job, undermine an employee's ability to perform the job or threaten the economic livelihood of an employee. However, it shall not include the legitimate exercise of an individual's supervisory power or authority.
- 13.03 (a) Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.
- (b) Grievances under this Article will be handled with all possible confidentiality and dispatched by the Union and the Employer.
- 13.04 An alleged offender shall be given notice of the substance of a complaint under this Article and shall be given notice of and be entitled to attend, participate in, and be represented at any grievance hearing or any arbitration under this Collective Agreement.

ARTICLE 14 DESIGNATED PAID HOLIDAYS

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

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

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

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

14.02 Holiday Falling on a Day of Rest

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

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

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

ARTICLE 14 –(Cont'd)

14.04 Designated Paid Holidays

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

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

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

14.07 Compensation for Work on a Holiday - Continuous Operation

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

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

14.08 Designated Paid Holiday – Not in a Continuous Operation

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