

ARTICLE 15 SPECIAL LEAVE

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

ARTICLE 15 - (cont')

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

(b) Illness:

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

ARTICLE 15 - (cont')

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

(c) Marriage Leave

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

(d) Other Leave

Special leave with pay shall be granted:

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

ARTICLE 15 - (cont')

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

ARTICLE 16 SICK LEAVE

16.01 Sick Leave Credits

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

16.02 Granting of Sick Leave

- (a) Subject to the provisions of this Article, an employee who is unable to perform his/her duties because of illness, injury, or quarantine may be granted sick leave with pay up to the maximum of accumulated, unused sick leave credits, and with the approval of the Employer, an advance of sick leave up to one hundred and twelve and one-half (112 ½) hours (fifteen (15) days).
- (b) Subject to Clause 15.05, in determining the eligibility of an employee for an advance of sick leave, the Employer shall take into account the length of service of the employee, the employment record of the employee, and the capacity of the Employer to secure reimbursement if the advance is not liquidated by future sick leave credits.
- (c) An advance of sick leave credits shall be repaid by deduction from future sick leave earnings, or where the employee's service is terminated before the advance is repaid, by a deduction from compensation otherwise owed to the employee.
- (d) An employee shall be granted sick leave provided that:
 - (i) They have satisfied the Employer as to their entitlement in the manner prescribed in clause 16.02 (e); and
 - (ii) Where the leave is paid leave, he/she has the necessary sick leave credits, or an advance of sick leave credits has been approved by the Employer.
- (e) Pursuant to (d) above, the Employer may require an employee to provide evidence as to the nature of his/her illness or injury, or that he/she is or has been in quarantine by presentation of a medical certificate indicating that, in the judgment of the attending physician, the employee was or is incapable of performing his/her duties.

ARTICLE 16- (cont.)

- (f) An employee will ordinarily be deemed to have satisfied the requirements of 16.02 (e) if they provide a medical certificate. However, in circumstances where the Employer is not satisfied that the employee is, or was incapable of performing their duties, the Employer may, at the Employer's expense, require the employee to attend a physician of the Employer's choice for a medical examination. The Employer will provide the employee with the names of two (2) physicians to select from for this purpose. The Employer shall be bound by the advice of this physician as to the ability or inability of the employee to perform his/her duties.
- (g) The Employer may require an employee to provide a medical certificate from a qualified practitioner of the employee's choice certifying that the employee is able to resume their duties when the reason for absence was due to an illness, injury, or contagious disease. The Employer will only request such a certificate where the Employer has bona fide reason to believe that the employee may not be fit to perform their duties.
- 16.03 An employee is not eligible for sick leave with pay for any period during which the employee is on pre-retiring leave, on leave of absence without pay, or under suspension.
- 16.04 (a) An employee who retires from the Employer and who is entitled to an immediate annuity or is entitled to an immediate annual allowance, under the Yukon Hospital Corporation Employees' Pension Plan, may convert up to a maximum of thirty-three and one third percent (33 1/3%) of his/her total earned but unused sick leave credits, to a maximum of four-hundred and fifty (450) hours (sixty (60) days), to a paid pre-retirement leave. Such pre-retirement leave shall be taken during the period immediately prior to the employee's effective date of retirement. At the request of the employee, the provisions of (b) below shall apply to a retiring employee, in lieu of pre-retirement leave.
- (b) An employee who has been continuously employed for a period in excess of five (5) years, whose employment is terminated for any reason except a disciplinary discharge, may convert up to a maximum of thirty-three and one third percent (33 1/3%) of his/her total earned but unused sick leave credits to a maximum of four-hundred and fifty (450) hours (sixty (60) days), to a cash payout based on the employee's daily rate of pay at termination.
- (c) For purposes of Clause 16.04, "earned sick leave" shall be interpreted as including only sick leave earned while the employee is employed by the Employer.
- (d) An employee who terminates his/her employment more than once shall be limited, in his/her entitlement under this Article, to a maximum of four-hundred and fifty (450) hours (sixty (60) days) in total.
- 16.05 (a) Where a person appointed to a position with the Employer is employed elsewhere at the time of the appointment, or who ceased employment elsewhere within a ninety (90) consecutive day period prior to the appointment, with an employer who has entered into a reciprocal agreement with the Yukon Hospital Corporation Employees' Pension Plan, the following sub-sections apply:

ARTICLE 16- (cont.)

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

ARTICLE 17 MATERNITY AND PARENTAL LEAVE

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

PLAN A

17.02 In order to qualify for Plan A, a pregnant employee, adopting employee, natural father, or **same-sex partner** employee must:

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

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

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

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

ARTICLE 17 - (cont'd)

PLAN B

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

ARTICLE 17 - (cont'd)

(ii) For up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the Employment Insurance benefits payable at the actual time of the maternity or parental leave that the employee receives and ninety three percent (93%) of her/his bi-weekly rate of pay in effect at the commencement of the leave less any other monies earned for that period.

(iii) Where an employee has exhausted all her maternity leave benefit under clause 17.08 (a) (ii), above, she shall be entitled to a maximum of fifteen (15) additional weeks of parental leave, payments equivalent to the difference between the Employment Insurance benefits payable at the actual time of the parental leave that the employee receives and ninety three percent (93%) of her/his bi-weekly rate of pay in effect at the commencement of leave less any other monies earned for that period.

(b) Where an employee becomes eligible for a pay increment or an economic adjustment during the benefit period, payments made under Clause 17.08 shall be adjusted accordingly.

17.09 Subject to the provisions of the Employment Insurance Benefit Regulations, should the mother die or become incapacitated and unable to attend to the newborn, the father or same-sex partner employee will become eligible for Maternity Plan B benefits.

GENERAL PLAN A or B

17.10 (a) An employee who has proceeded on maternity or parental leave must notify the Employer in writing at least four (4) weeks prior to the expected date of return to work.

(b) Failure to provide the notice as required in Clause 17.10 (a) may result in a delayed return to work date.

(c) The Employer may, upon receipt of a certificate of a qualified medical practitioner indicating an employee on maternity leave is in ill health, extend the period for up to a further fifty-two (52) weeks.

(d) If at the end of the agreed upon period of leave the employee is unable to return to duty because of ill health, the employee shall after providing the Employer with a medical certificate certifying that she is in ill health qualify for her sick leave provisions.

17.11 (a) An employee returning from maternity or parental leave shall be reassigned to the same position she/he occupied prior to the leave, provided they return within one (1) year. If the period of such leave extends beyond a year the employee will be assigned to the first available position in the bargaining unit for which she/he is qualified, that is agreeable to the employee, upon her/his proposed return to work. In the event there is no mutual agreement the employee will continue on her/his leave of absence.

(b) (i) In the case of an incomplete pregnancy, death of the child or other special situations, an employee may return to duty earlier than provided for in the agreed upon leave.

ARTICLE 17 - (cont'd)

- (ii) The employee intending to make an early return to duty will submit a written application and a medical certificate to the Human Resources Department providing four (4) weeks notice of such return to duty.
- (iv) Failure to provide the notice as required in Clause 17.11 (b)(ii) may result in a delayed return to work date.
- (c) An employee may elect to use earned vacation and/or compensatory leave credits prior to and subsequent to, use of unpaid maternity leave but total leave shall not exceed the leave granted in accordance with this Article.
- (d) An employee who has not commenced maternity leave without pay may apply for sick leave up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article 16 (Sick Leave). For purposes of this Article, illness or injury as defined in Article 16 shall include medical disability related to pregnancy.
- (e) During the period of maternity or parental leave, benefits will not accrue. However, the period of maternity or parental leave will count as continuous service for the purpose of calculating vacation leave accruals and severance pay. Time spent on such leave shall be counted for pay increment purposes.

17.12 Parental Leave

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

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

ARTICLE 18 OTHER LEAVE WITH OR WITHOUT PAY

18.01 Child Care Leave Without Pay

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

- (a) An employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless because of an urgent or unforeseeable circumstance such notice cannot be given;
- (b) Leave granted under this Clause shall be for a minimum period of six (6) weeks;
- (c) The total leave granted under this Clause shall not exceed five (5) years during an employee's total period of employment with the Employer;
- (d) Leave granted under this Clause for a period of more than three (3) months shall be deducted from the calculation of "continuous employment" for the purposes of calculating severance pay and from the calculation of "service" for the purposes of calculating vacation leave;
- (e) Time spent on such leave shall not be counted for pay increment purposes; and
- (f) If a continuous period of leave granted under this article, combined with another form of leave without pay, is one year or less, the employee will return to the position held prior to taking leave. If the continuous period of unpaid leave extends beyond one year, the employee will be assigned to the first mutually agreeable available position for which qualified. If no position is available or no agreement is reached the employee will be assigned appropriate work duties by the Employer.

18.02 Leave Without Pay for Personal Needs

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

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

ARTICLE 18 - (cont'd)

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

18.03 Court Leave

- (a) Leave of absence with pay shall be given to every employee, other than an employee on suspension, on pre-retirement leave pursuant to Clause 16.04 or on leave of absence without pay who is required other than in the performance of the duties of his/her position:
 - (i) To serve on a jury; or
 - (ii) To attend as a witness by subpoena, summons or order of a court in any proceeding held:
 - (A) In or under the authority of a court of justice or before a grand jury;
 - (B) Before a court, judge, justice, magistrate or coroner;
 - (C) Before the Senate or House of Commons of Canada, or a Committee of the Senate or House of Commons, otherwise than in the performance of the duties of his/her position;
 - (D) Before a Legislature or any committee thereof that is authorized by law to compel the attendance of witnesses before it;
 - (E) Before an Adjudicator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it;

provided that, should such duty in a jury or as a witness so permit, the employee shall return immediately to work when he/she can do so in time to complete at least one-half (½) day's work.
- (b) Where an employee is subpoenaed to attend as a witness in any proceeding held before a court during off-duty hours, as a result of the performance of his/her duties or to testify before an Administrative Inquiry Board, during his/her off-duty hours, he/she shall be entitled to the greater of:
 - (i) Overtime compensation at the rate of time and one-half (1 ½ T) for the first four (4) hours and double time (2 T) thereafter; or
 - (ii) Compensation equivalent to four (4) hours pay at the straight-time rate.
- (c) (i) An employee who is required to attend a proceeding pursuant to Clause 18.03 (a) or (b) and who has been scheduled to work the night shift immediately before or immediately after the day shift on the day of the proceeding, shall have his/her scheduled shift changed to the day shift. In such circumstances, the employee shall then be granted a leave of absence from the day shift on

the day of the proceeding.

ARTICLE 18 - (cont'd)

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

18.04 Injury-On-Duty Leave

- (a) An employee shall be granted injury-on-duty leave with pay where it is determined by the Yukon Workers' Compensation Health & Safety Board that he/she is unable to perform his/her duties because of:
 - (i) Personal injury accidentally received in the performance of his/her duties and not caused by the employee's willful misconduct;
 - (ii) Sickness resulting from the nature of his/her employment;
 - (iii) Over exposure to radioactivity or other hazardous conditions in the course of his/her employment;
- if the employee agrees to pay the Employer any amount received by him/her for loss of wages in settlement of any claim he/she may have in respect of such injury, illness or exposure. **Employees must decide whether to assign their workers' compensation within thirty (30) calendar days of receipt of the decision that their claim was approved.**
- (b) Injury on duty leave with pay will, **respecting the original injury**, extend for a maximum period of up to one (1) year from the date that the employee first commences leave. Should the employee remain disabled the employee will, at that time, begin leave without pay from the Employer and begin to receive payments directly from the Yukon Workers' Compensation Health & Safety Board.
 - (c) When an employee has been granted sick leave with pay, and injury-on-duty leave is subsequently approved for the same period, it shall be considered, for the purpose of

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

ARTICLE 18 - (cont'd)

- (d) When an employee has been granted injury-on-duty leave with pay, in accordance with Clause 18.04 (a), the employee shall earn sick, special, vacation, and any other applicable credits in accordance with this Agreement up to a maximum period of one (1) year from the date that the employee first commences leave.
- (e) An employee who has been in receipt of injury-on-duty leave may request a letter from Yukon Workers' Compensation Health & Safety Board to verify his/her claim, if required for taxation purposes.

18.05 Vacation Leave

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

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

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

18.07 Long Service Vacation Leave Benefits

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

ARTICLE 18 - (cont'd)

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

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

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

the period of vacation leave so displaced shall either be added to the vacation period, if requested by the employee and approved by the Employer, or reinstated for use at a later date.

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

- 18.10 (a) The Employer shall make every reasonable effort to grant to an employee the period of vacation leave requested by him/her provided the employee has completed the appropriate vacation leave application form and submitted it to the Employer.
- (b) The Employer will reply to an employee's written authorized vacation leave request in (a) above, as soon as practicable with respect to the approval or disapproval of the request for vacation leave, and in any event, within three (3) weeks of the date of receiving the employee's written request. Where the Employer alters or disapproves the vacation leave request, the Employer shall give reasons in writing for such alteration or disapproval if requested in writing by the employee.
- (c) An employee whose period of vacation leave has been authorized, but due to operational requirements is subsequently denied, shall be reimbursed for non-refundable deposits forfeited as a result.

ARTICLE 18 - (cont'd)

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

18.13 Compassionate Care Leave Without Pay

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

ARTICLE 19 EDUCATION LEAVE WITHOUT PAY AND CAREER DEVELOPMENT LEAVE

19.01 General

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

19.02 Education Leave

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

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

ARTICLE 19 - (cont'd)

19.03 Attendance at Conferences, Conventions, Symposia & Workshops

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

19.04 Professional Development

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

ARTICLE 19 - (cont'd)

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

19.05 Education Committee

- (a) The parties to this Collective Agreement acknowledge the mutual benefits to be derived from education development. To this effect the parties agree that consultation will be held through the Education Committee.
- (b) The Education Committee shall be composed of two representatives from each party who shall meet at mutually satisfactory times. Committee meetings shall normally be held on the Employer's premises during working hours.
- (c) Employees forming the continuing membership of the Education Committee shall be protected against any loss of normal pay by reason of attendance at such meetings with the Employer, including reasonable travel time where applicable.
- (d) A list of names of the applicants to whom the Employer grants leave under Clause 19.02 will be provided to the Union representative on the Education Committee.
- (e) The Employer recognizes the use of such committee for the purpose of providing information, discussing the application of policy, promoting understanding and reviewing problems.
- (f) It is understood that no commitment may be made by either party on a subject that is not within their authority or jurisdiction, nor shall any commitment made be construed as to alter, amend, add to or modify the terms of this Collective Agreement.

ARTICLE 20 SEVERANCE PAY

20.01 Lay-off

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

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

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

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

20.05 Resignation

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

20.06 Retirement

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

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

20.07 Release for Incapacity

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

ARTICLE 21 HOURS OF WORK

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

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

21.03 Day Work

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

21.04 Shift Work

- (a) Hours of work shall be scheduled so that employees work:
 - (i) Seven and one-half (7 ½) hours per day and thirty-seven and one-half (37 ½) hours per week, exclusive of meal periods, averaged over the life of the shift schedule; or
 - (ii) Eleven (11) hours per day and thirty-seven and one-half (37 ½) hours per week, exclusive of meal periods, averaged over the life of the shift schedule; or
 - (iii) Other variations of shifts with hours over those in (i) and under those in (ii) exclusive of meal periods, averaged to thirty-seven and one-half (37 ½) hours per week over the life of the shift schedule.
- (b) Every reasonable effort shall be made by the Employer:
 - (i) (Applies to Clause 21.04 (a) (i) above only) not to schedule the commencement of a shift within sixteen (16) hours of the completion of the employee's previous shift;
 - (ii) To avoid excessive fluctuations in hours of work;
 - (iii) To consider the wishes of the majority of employees concerned in the arrangement of shifts within a shift schedule;
 - (iv) To arrange shifts over a period of time for a minimum of fifty-six (56) days and to post schedules at least fourteen (14) days in advance of the starting date of the new schedule;
 - (v) To schedule at least two (2) consecutive days of rest at a time. Such two (2) consecutive days of rest may be separated by a designated paid holiday;

ARTICLE 21 - (cont'd)

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

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

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

21.05 The following general provisions apply only to shifts:

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

ARTICLE 21 - (cont'd)

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

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

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

21.07 Cooperative Work Schedules

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

21.08 Wash Up Time

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

ARTICLE 22 OVERTIME

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

ARTICLE 22 - (cont'd)

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

22.04 Regular Working Day

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

22.05 Days of Rest

An employee shall be compensated:

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

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

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

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

22.09 Meal Allowance

- (a) Where an employee is required to work three (3) or more hours overtime immediately prior to or immediately following the completion of his/her scheduled work day, the

Employer will provide that employee with a meal allowance of fourteen (14.00) dollars.

ARTICLE 22 - (cont'd)

- (b) Clause 22.09 (a) will not apply to an employee who is on authorized travel status or where free meals are provided by the Employer.
- (c) "Immediately" as used in Clause 22.09 (a) is to be interpreted so as to permit the scheduling of an unpaid meal break up to and including one (1) hour in duration.