

ARTICLE 23 PAY ADMINISTRATION

- 23.01 An employee is entitled to be paid for services rendered in accordance with the bi-weekly rates of pay or the hourly rates of pay as specified for the level of the position to which the employee is appointed.
- 23.02 Employees shall be paid bi-weekly with pay days being alternate Fridays in accordance with the pay system of the Employer.
- 23.03 Employees who have earned overtime compensation or any other extra allowance in addition to their regular pay shall receive such remuneration within four (4) weeks of the day such remuneration was earned.
- 23.04 **Upon Promotion:**
- Subject to Clause 23.06 below, when an employee is appointed to a position, the maximum rate of pay of which exceeds that of the maximum rate of the employee's former position the employee shall receive either:
- (a) The minimum of the new range where that minimum is more than eight percent (8%) above the employee's present salary; or
 - (b) Where the employee's salary on appointment does not exceed the maximum of the range applicable to the position to which the employee is appointed, eight percent (8%); or
 - (c) Where the application of (b) above would provide for appointment exceeding the maximum of the range for the new position, the maximum rate in the range.
- 23.05 **Upon Transfer:**
- (a) Where an employee is appointed to a position having a maximum rate of pay which is the same as the maximum rate of pay of the employee's former position, the employee's salary shall remain unchanged;
 - (b) Where an employee accepts a position having a lower maximum rate of pay than that of the employee's former position, the employee's rate of pay on appointment in the new scale shall be equal to the rate he/she was paid in the former position or when the rate he/she was paid in his/her former position exceeds the maximum of the range for the new position, his/her rate in the new position shall be the maximum in the range.
- 23.06 Notwithstanding the provisions of Clauses 23.04 and 23.05, where an employee is appointed to a position the occupational characteristics of which are substantially different from that of the employee's former position, and the application of the provisions of Clauses 23.04 or 23.05, would yield a rate of pay substantially higher than that which would ordinarily be paid to a person with similar qualifications, at the discretion of the Employer the employee may be paid any rate in the range of rates applicable to the position to which the employee is appointed not exceeding the employee's current rate.

ARTICLE 23 - (cont'd)

23.07 Upon Reclassification:

- (a) Where an employee occupies a position which is reclassified because of a change of duties, resulting in its inclusion in a classification having a higher maximum salary, the employee shall receive:
 - (i) The minimum of the new range where that minimum is more than eight percent (8%) above the employee's present salary; or
 - (ii) Eight percent (8%) where the employee's salary on reclassification does not exceed the maximum of the range for the new classification, or is the same as or more than the minimum but less than the maximum salary for the new class;
 - (iii) Where application of Clause (ii) above would provide for reclassification exceeding the maximum of the range for the position, the maximum rate in the range.
- (b) Where an employee occupies a position which is reclassified resulting in its inclusion in a classification having a maximum salary the same as that previously applicable to the position, the salary payable to the employee shall remain unchanged.
- (c)
 - (i) Where an employee occupies a position which upon reclassification results in the position having a maximum salary less than that previously applicable to the position, the salary payable to the employee shall remain at his/her current applicable rate.
 - (ii) The employee shall be eligible for any subsequent economic adjustments or merit increases.

23.08 Salary Payable for an Acting Incumbent

- (a) When an employee is required to perform the duties of a position having a higher maximum salary than the maximum salary applicable to his/her present position, the employee shall:
 - (i) Receive the minimum salary for the acting position where that minimum is more than four percent (4%) above his/her present salary; or
 - (ii) Receive four percent (4%) on his/her present salary, where the four percent (4%) would not exceed the maximum for the acting position; or
 - (iii) Where the application of Clause (ii) above would provide for an acting appointment which would exceed the maximum of the range for the acting position, the employee would receive the maximum rate in the range for the acting position.

ARTICLE 23 - (cont'd)

- (b) Clause (a) shall be applied as follows:

Employees shall receive acting pay when they are required to perform the duties of the higher position after acting for a period of three (3) cumulative days in each fiscal year.
- (c) An employee can refuse to perform the duties of the acting position pursuant to Clause (a) above provided that:
 - (i) There is another employee who the Employer determines is qualified to perform the duties of the position on an acting basis; and
 - (ii) The other employee identified pursuant to Clause (i) above is available and willing to perform the duties of the position on an acting basis.
- (d) An employee who performs the duties of a higher position pursuant to Clause (a) above for a continuous period of less than fourteen (14) days will not have his/her performance while in the acting position evaluated pursuant to Clause 23.09.

23.09 Employee Performance Review

- (a) An employee shall have his/her job performance evaluated prior to the completion of the employee's probationary period and on or before his/her anniversary date.
- (b) Prior to an employee performance review the employee shall be given:
 - (i) The evaluation form which will be used for the review;
 - (ii) Any written document which provides instructions to the person conducting the review; if during the employee performance review, either the form or instructions are changed they shall be given to the employee.

- 23.10 (a) When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. A copy of the assessment form will be provided to the employee at that time. An employee's signature on his/her assessment form will be considered to be an indication only that its contents have been read and shall not indicate his/her concurrence with the statements contained on the form.
- (b) The Employer's representative(s) who assess an employee's performance must have observed or been aware of the employee's performance for at least one-half (½) of the period for which the employee's performance is evaluated.
- (c) An employee has the right to make written comments to be attached to the performance review form.

ARTICLE 23 - (cont'd)

- 23.11 (a) Subject only to satisfactory performance, the salary of an employee shall be increased within the range annually on the employee's anniversary date by four percent (4%) except in the final salary increase within the range which will not exceed the maximum for the range.
- (b) When an employee is not to be granted the salary increase referred to in Clause (a) above, the Employer shall notify the employee in person or by registered mail at least fifteen (15) working days in advance of the employee's anniversary date.
- (c) The notification will advise the employee of the specific areas of his/her performance which the Employer evaluates as unsatisfactory and the reasons why.
- (d) Where the application of Clause (a) above would provide for performance increment exceeding the maximum of the range for the position, the maximum rate in the range will apply.
- (e) Notwithstanding Clause (a) above, an employee is not eligible to receive a performance increment if he/she is at the maximum of his/her salary range.
- (f) Where a performance increment provided for under Clause (a) above is withheld, the salary increment may be granted on any subsequent first day of a month up to six (6) months after the date upon which the increment has been withheld.
- (g) When, as a result of a formal review of employee's job performance, a written document is placed on his/her personnel file, the employee concerned shall be given an opportunity to sign the review form or document in question and to indicate that its contents have been read and explained.

23.12 Employee Files

There shall be one personnel file maintained by the Employer located in the Human Resources office. An employee may arrange to view his/her personnel file in the presence of an authorized representative of the Employer. The employee will be provided a copy of any document that is to be placed on his/her file and may respond to such documentation by memo to the file or through the grievance procedure. An employee may request in writing to be accompanied by a Union representative when viewing his/her personnel file.

23.13 Application of Anniversary Date

- (a) The anniversary date of an employee who commences service or who is promoted or reclassified, resulting in a salary increment shall be the date the transaction occurred.

ARTICLE 23 - (cont'd)

- (b) The anniversary date shall remain unchanged for an employee who:
 - (i) Is appointed to a position or whose position is reclassified not resulting in a salary increment; or
 - (ii) Accepts a position having a lower maximum rate of pay than that of his/her former position.
- (c) The anniversary date of an employee who has been on leave of absence without pay in excess of three (3) continuous months unless otherwise provided for in this Collective Agreement shall be moved to a date which provides for a total of twelve (12) months of paid employment between anniversary dates.

23.14 Where a performance increment and any other transaction such as reclassification, promotion, or salary revision is effective on the same date, the performance increment shall be processed first followed by the other transactions.

ARTICLE 24 TRANSPORTATION COSTS AND TRAVEL TIME

24.01 Where an employee is required by the Employer to travel in order to perform assigned duties, the following conditions are applicable:

- (a) The Employer will determine the method of travel, and retains the right to require that work related travel be accomplished in the shortest practical period of time, and at the lowest reasonable cost.

The costs associated with authorized travel shall be paid in accordance with the following:

- (i) All approved travel fares for air, train, bus or automobile;
 - (ii) Accommodation, meals, taxis and automobile mileage shall be paid in accordance with the Employer's written policy; and
 - (iii) The employee is responsible for keeping and submitting appropriate records and receipts to substantiate all costs.
- (b) Any alternative, personal arrangements that an employee may wish to make for, or in relation to, work related travel, must be authorized in advance by the Employer.
 - (c) When employees in travel status are unable to return to work as scheduled for reasons other than personal extensions to travel, they shall continue to receive their regular pay and continue to be reimbursed in accordance with the Employer's travel policy. Under no circumstances should an employee be entitled to travel time pay or reimbursement of transportation costs, for time or travel that was avoidable and was not part of the travel time and transportation approved to conduct the Employer's business.

24.02 The Employer shall reimburse employees for his/her expenses incurred in accordance with the Employer's travel policy.

- 24.03
- (a) On a normal working day on which he/she travels but does not work, the employee shall receive his/her regular pay for the day.
 - (b) When, in the course of one (1) day, the combined travel time and required hours of work performed necessarily exceeds the employee's regular hours of work for a day, the employee will be paid overtime for the time in excess of the regular hours of work.
 - (c) When the employee is required to travel during a day that is not a scheduled work day, the employee will be paid at the applicable overtime rates for all hours spent traveling, up to a maximum of the total hours in a regular work day.
 - (d) Travel time includes time spent traveling and the time necessarily spent in waiting in a terminal.

ARTICLE 24 - (cont'd)

- (e) An employee shall be deemed to be in travel status commencing one (1) hour prior to the scheduled and published departure time of the aircraft if the mode of travel is air, or, when he/she leaves his/her normal place of residence or place of accommodation outside of Yukon, should he/she be traveling by any other means than by air.
- (f) The employee will be paid for travel time, except where the employee requests, and the Employer agrees, that the employee will take paid time off in lieu at a mutually agreeable time. The amount of compensating paid time off shall be calculated to be equal to the costs that the Employer would have paid, had the employee been paid for the travel time.
- (g) Compensating time off must be taken before the end of March in any year or the Employer will pay out any remaining balance on the employee's first pay after that date.
- (h) All time worked at a location outside the Whitehorse area shall be compensated for in accordance with Article 21.
- (i) All hours of overtime worked shall be compensated for in accordance with Article 22.

24.04 In a situation involving authorized overtime:

- (a) Which is contiguous to the employee's normal hours of work and, as a direct consequence of the time of travel, the employee's normal mode of transportation is precluded; or
- (b) Which requires the employee to report to work for a period of time not contiguous to normal hours of work, and the employee is required to use transportation services other than normal and reasonable public transportation, the use of a taxi, or when a private vehicle is available, the payment of a kilometric (mileage) rate as set out in the Travel Policy (Yukon rate) shall be authorized from the employee's home to the workplace and/or return if necessary.

24.05 **Employer's Travel Policy:**

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

ARTICLE 25 STAND BY, CALL BACK , REPORTING PAY AND TELEPHONE CALLS

25.01 Stand By

When the Employer requires an employee to be available on standby during off-duty hours an employee shall be compensated at the rate of one-half (½) hour for each four (4) hour period or portion thereof for which he/she has been designated as being on standby duty.

25.02 An employee on standby who is called in to work by the Employer and who reports for work shall be compensated in accordance with Clause 25.05 (Call-Back).

25.03 An employee who is required by the Employer to be on standby duty will be provided with a telephone beeper or other communication device which enables immediate electronic contact. When contacted, the employee will respond, and when requested, will return to duty as quickly as possible.

25.04 No standby duty payment shall be granted if any employee is unable to report for duty when required.

25.05 Call Back

When an employee is called back to work, after they have completed their work for the day, or when an employee who is on stand-by duty is called back to work by the Employer at any time outside their normal working hours they shall be entitled to:

- (a) A minimum of three (3) hours' pay at the applicable overtime rate; or
- (b) Upon application by the employee and at the discretion of the Employer, compensation earned under this Article may be taken in the form of compensatory leave, which will be calculated at the applicable premium rate. Casual and term employees will be compensated in cash (see clause 22.06).
- (c) Call-backs do not include the following situations:
 - (i) Where an employee is called back to work to replace an absent employee for the full extent of the absent employee's shift or to supplement the normal staff complement for a full shift;
 - (ii) Where an employee exercises an entitlement to refuse the work for which called;
 - (iii) Where an employee is called and/or required to return for the purpose of correcting an avoidable oversight or error that is thought to have been caused by the employee when she/he was at the Hospital.

25.06 Reporting Pay

- (a) If a regular or term employee reports to work on his/her scheduled work day and there is no work or insufficient work available, he/she is entitled to four (4) hours' pay at the straight-time rate; and

- (b) If a regular or term employee is directed to report for work on a day of rest or on a designated paid holiday, and there is no work or insufficient work available, he/she shall be entitled to four (4) hours' pay at the applicable overtime rate.

ARTICLE 25 - (cont'd)

25.07 Clear Hours Before Work

- (a) When an employee is called back to work, the employee must have eight (8) clear hours upon completing the back to work assignment prior to his/her next scheduled shift.
- (b) If there are not eight (8) clear hours before the employee's next scheduled shift, he/she will be provided the difference in time to be deducted without loss of pay from either the beginning or end of the shift as determined by the Employer.

25.08 Telephone Calls

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

- (a) Regular full-time employees shall be entitled to overtime in accordance with Article 22 and shall be paid at the applicable overtime rate;
- (b) Regular part-time employees who have worked the regular full-time daily hours specified for the particular classification held by the regular part-time employee shall be paid at the rate of time and one half for each completed fifteen (15) minutes, subject to a minimum fifteen (15) minute payment;
- (c) If the regular full-time employee is not entitled to overtime in accordance with Article 22, or the regular part-time employee has not worked the regular full-time daily hours specified for the particular classification held by the regular part-time employee, he/she shall be paid at straight time rates, subject to a minimum payment of fifteen (15) minutes;
- (d) Telephone advice does not include a situation where the employee is called for the purpose of correcting an avoidable oversight or error that is thought to have been caused by the employee when he/she was at the hospital.

ARTICLE 26 DISCIPLINE

- 26.01 The parties agree that the Employer has the right to discipline and discharge for just cause. The purpose of discipline is corrective as opposed to punitive.
- 26.02 (a) When an employee is disciplined, the Employer will meet with the employee to explain the reasons for the disciplinary action, before imposing the discipline. In cases where the Employer intends to impose on the employee a written reprimand, suspension, or discharge, the Employer will provide written reasons for the disciplinary action.
- (b) The Employer, whenever possible (one exception is where safety is at issue) will give the employee twenty-four (24) hours notice of such meeting.
- 26.03 The Employer shall notify the local representative of the Union that such discipline has occurred.
- 26.04 (a) When an employee is required to attend a meeting, the purpose of which is to render a disciplinary decision concerning him/her, advise him/her that he/she is being terminated for any reason, or discuss conduct for which the Employer is considering discipline or termination, the Employer shall advise the employee that he/she is entitled to have a representative of the Union attend the meeting.
- (b) The employee shall receive a minimum of twenty-four (24) hours notice of such a meeting.
- 26.05 The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee the content of which the employee was not aware of at the time of filing or within a reasonable period thereafter.
- 26.06 Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee shall be destroyed after two (2) years have elapsed since the disciplinary action was taken, provided that no further disciplinary action of a similar nature has been recorded during this period.
- 26.07 Where written standards of discipline are developed or amended, the Employer agrees to supply sufficient information on the standards of discipline to each employee and to the Union.

ARTICLE 27 PROCESSING OF GRIEVANCES

- 27.01 If he/she so desires, an employee may be assisted and/or represented by the Union at the complaint level and/or when presenting a grievance at any level.
- 27.02 An employee who wishes to present a grievance at any prescribed level in the grievance procedure, shall transmit this grievance to his/her immediate supervisor who shall forthwith:
- (a) Forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate level; and
 - (b) Provide the employee with a receipt stating the date on which the grievance was received by him/her.
- 27.03 A grievance of an employee shall not be deemed to be invalid by reason only of the fact that it is not in accordance with the form supplied by the Employer.
- 27.04 (a) Subject to (b) following, an employee who feels that he/she has been treated unjustly or considers himself/herself aggrieved by any action or lack of action by the Employer, is entitled to present a grievance in the manner prescribed in Clause 27.02.
- (b) Where there is an alternative administrative or statutory process through which the employee is entitled to pursue a complaint, then the employee may choose between that alternative process and this grievance procedure. The employee is not entitled to a duplication of process.
- 27.05 **Complaint Stage:**
- (a) The parties recognize the value of informal discussion between employees and their supervisors to the end that problems might be resolved without recourse to a formal grievance. An employee who wishes to use the informal complaint stage must give notice of this intention to his/her supervisor within seven (7) calendar days of the action or event which is the subject of the complaint.
 - (b) If the informal discussions do not produce an agreed upon resolution within fourteen (14) calendar days of the date of the notice given in Clause (a) above, or such further time as the employee and the supervisor may agree to, then the employee may file a formal grievance in accordance with Clause 27.08.
- 27.06 Except as otherwise provided in this Agreement, a formal grievance shall be processed by recourse to the following steps:
- (a) **Level 1**

Department Director (the first level position which is excluded from the bargaining unit, responsible for the department).

ARTICLE 27 - (cont'd)

(b) Level 2 (final)

Chief Executive Officer

- 27.07 The Union shall have the right to consult with the Employer with respect to a grievance at each or any level of the grievance procedure, subject to Clause 27.01.
- 27.08 An employee may present a grievance to the First Level of the procedure, in the manner prescribed in Clause 27.02 not later than twenty (20) working days after the date on which the final response on the complaint stage is received or on which he/she is notified orally or in writing or on which he/she first becomes aware of the action or circumstances giving rise to the grievance.
- 27.09 An employee may present a grievance at each succeeding level in the grievance procedure beyond the Complaint Stage either:
- (a) Where the decision or settlement is not satisfactory to him/her, within fifteen (15) working days after that decision or settlement has been conveyed in writing to him/her by the Employer; or
 - (b) Where the Employer has not conveyed a decision to him/her within the time prescribed in Clause 27.10, within fifteen (15) working days from the date the Employer's response was due.
- 27.10 The Employer shall normally reply to an employee's grievance at Level 1 of the grievance procedure within twenty-one (21) calendar days after the grievance is presented, and within twenty-eight (28) calendar days after the grievance is presented at Level 2.
- 27.11 Where an employee has been represented by the Union in the presentation of his/her grievance, the Employer will provide the appropriate representative of the Union with a copy of the Employer's decision at each level of the grievance procedure at the same time that the Employer's decision is conveyed to the employee.
- 27.12 Where the provision of Clause 27.02 cannot be complied with and it is necessary to present a grievance by mail, the grievance shall be deemed to have been presented on the day on which it is postmarked and it shall be deemed to have been received by the Employer on the day it is delivered to the recipient. Similarly, the Employer shall be deemed to have delivered a reply at any level on the date on which the letter containing the reply is postmarked, but the time limit within which the grievor may present his/her grievance at the next higher level shall be calculated from the date on which the Employer's reply was delivered to the address shown on the grievance form.
- 27.13 The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the employee and, where appropriate, the Union representative.

ARTICLE 27 - (cont'd)

- 27.14 Where it appears that the nature of the grievance is such that a decision cannot be given below the final level of authority, Level 1 may be eliminated by agreement between the Employer and the employee, and, where applicable, the Union.
- 27.15 Except as provided in Clause 27.19 (b), an employee may, by written notice to his/her immediate supervisor, abandon a grievance.
- 27.16 Any employee who fails to present a grievance to the next higher level within the prescribed time limits shall be deemed to have abandoned the grievance unless, due to circumstances beyond his/her control, he/she was unable to comply with the prescribed time limits.
- 27.17 No person who is employed in a managerial or confidential capacity shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause an employee to abandon his/her grievance or refrain from exercising his/her right to present a grievance, as provided in the Collective Agreement.
- 27.18 Where an employee has presented a grievance up to and including Level 2 in the grievance procedure, and the grievance has not been dealt with to the employee's satisfaction, he/she may refer the grievance to arbitration in accordance with the arbitration procedure specified in this Agreement.
- 27.19 **Arbitration**
- a) An employee must obtain the approval of the Union and be represented by the Union before a grievance can be referred to arbitration with respect to the application or interpretation of the Collective Agreement.
 - b) A grievance referred to arbitration can only be withdrawn by the employee with the prior approval of the Union.
- 27.20 In this Article 27 all references to "day" or "days" means calendar day or days and five (5) working days equals (7) calendar days or a calendar week.

ARTICLE 28 ARBITRATION PROCEDURE

- 28.01 A party dissatisfied with the outcome of the grievance procedure may refer the matter to arbitration provided that the reference is made within thirty (30) calendar days from the date on which the grievance decision was given.
- 28.02 Any arbitration arising out of this Agreement shall be conducted before a single arbitrator mutually agreed to by the parties.
- 28.03 A reference to arbitration shall be made in writing to the other party. The reference shall provide the name, address and telephone number of the referring party's representative. The reference will also include a list of at least three names of persons proposed for the selection of an agreed upon arbitrator.
- 28.04 Within fourteen (14) days of receiving the reference to arbitration, the responding party will, in writing, acknowledge receipt of the reference to arbitration and provide the name, address and telephone number of its representative. The acknowledgment will also either confirm agreement for one of the proposed arbitrators, or propose a list of three names of alternative arbitrators.
- 28.05 If the parties have not agreed to an arbitrator within fourteen (14) days of receipt of the written acknowledgment, either party may, pursuant to the Canada Labour Code, request the Minister of Labour to make an appointment.
- 28.06 The arbitrator shall have the authority and powers conferred by the Canada Labour Code, including the authority to determine whether a matter is arbitrable under this Agreement. The arbitrator shall not have the authority to change, modify or alter any of the terms of this Agreement. This does not preclude the arbitrator from substituting a lesser penalty in discipline matters, or reinstating a discharged employee.
- 28.07 The award of the arbitrator is final and binding upon the parties.
- 28.08 Each party shall also pay one-half (1/2) of the fees and expenses of the arbitrator. The parties are each responsible for their own costs associated with engaging outside counsel and calling witnesses who are not employees of the Employer.
- 28.09 The time limits stipulated in this procedure may only be extended by mutual agreement between the parties. The PSAC Regional Office and Local President will be given a copy of the final level grievance response on the same day as the response is given to the employee.

ARTICLE 29 SAFETY AND HEALTH

- 29.01 The Employer shall continue to make all reasonable provisions for the occupational safety and health of employees. The Employer will welcome suggestions on the subject from the Union and the parties, and undertake to consult with a view to adopting and expeditiously implementing reasonable procedures and techniques designed or intended to reduce the risk of employment injury. Employees shall make every reasonable effort to reduce and obviate risk of employment injury.
- 29.02 (a) In light of the foregoing, the Employer and the Union agree to comply with the provisions and requirements of the Yukon Occupational Health and Safety Act.
- (b) Employees are encouraged to refer safety matters to their immediate supervisors in an attempt to resolve any problems and where the safety matters cannot be resolved, both employees and supervisors are encouraged to refer safety issues to the Occupational Health and Safety Committee.
- 29.03 Where, by law or a requirement of the Employer, an employee is required to undergo a medical examination to continue to meet a condition of employment, and the cost of such an examination is not covered by a medical insurance policy, the cost of such a medical examination will be borne by the Employer.

ARTICLE 30 CONSULTATION COMMITTEES

- 30.01 The parties acknowledge the mutual benefits to be derived from consultation and will continue to participate jointly to discuss matters of common interest.
- 30.02 The committees as outlined in clause 30.05 and 30.06 below may discuss any matters of mutual interest or concern and make recommendations to the Union or the Employer. However, the committees have no jurisdiction to require any action to be taken by either the Union or the Employer.
- 30.03 The Employer agrees that new policies bearing on employees will not be introduced, and existing policies will not be canceled or amended in such manner as to diminish the rights and entitlements of employees, until such time as the Unions have been given a reasonable opportunity to consider and to meaningfully consult on the Employer's proposals through participation on these joint committees.
- 30.04 The time spent by employee representatives in attending consultation meetings described herein will be paid at the employee's straight time rates.

Joint Labour Relations Committee

- 30.05 A committee will be established consisting of equal representation from the Union and the Employer, to meet monthly unless otherwise agreed. The chair of the committee shall alternate between the Union's and Employer's representatives. Minutes of the meetings shall be kept, signed by at least one member of each represented party, and distributed to both parties.

Joint Consultation Committee

- 30.06 A committee consisting of representatives of the Employer, the Union (PSAC) and the Professional Institute of the Public Service of Canada (PIPSC) shall continue to meet at least quarterly, unless otherwise agreed. Minutes of the meetings shall be kept, signed by at least one member of each represented party, and posted on hospital bulletin boards.

ARTICLE 31 JOB EVALUATION, CLASSIFICATION AND RECLASSIFICATION

- 31.01 The Employer will maintain a formal job evaluation process (JEP) for the evaluation, classification and reclassification of all job positions within the Employer's operation, including the job positions of employees in the bargaining unit. The JEP will not be altered or replaced without the agreement of the members of the Job Evaluation Committee (JEC).
- 31.02 The JEP will be administered by a tripartite Job Evaluation Committee (JEC). The Unions and the Employer will have the right to appoint equal numbers of representatives to the JEC.
- 31.03 (a) The JEP will be administered objectively and without bias.
- (b) The parties will cooperate to ensure that the JEP satisfies the requirements of Section 14 of the *Yukon Human Rights Act*.
- 31.04 When the job evaluation process is being applied to particular job classifications and/or job positions, inputs from the affected employees are required. When called upon to do so, the employees will complete any required questionnaires or survey forms, and will cooperate in attending any related interviews.
- 31.05 **New Positions:**
- (a) The Employer retains the right to create new job positions with the bargaining unit, for which no title or assignment to a pay rate is provided in this Agreement as required to meet emerging and changing operational needs. The Employer will provide a written explanation of the need for the new position and the number of employees to be hired into it.
- (b) On an interim basis, the Employer will classify the position and advise the Union of the proposed classification and pay rate. The Employer will then refer the matter to the Joint Evaluation Committee (JEC) for review and determination pursuant to this Article. The determination of the JEC as to classification and pay rate will be implemented by the Employer.
- (c) In the event that any employee in the affected position(s) is dissatisfied with the determination by the JEC, the provisions of Clause 31.08 will apply.
- 31.06 **New Occupational Groups and Levels:**
- (a) Subject to (b) below and clause 31.05, during the term of this Collective Agreement the Employer shall have the right to establish and introduce new or revised occupational groups or levels, modify or revise the kind and level of work inherent in an occupational group or level and establish applicable rates of pay.
- (b) The Union shall receive immediate notification from the Employer of any changes as described in (a) above. Where the Union is in disagreement with the rates of pay for such classes, the Union will notify the Employer within thirty (30) days from the date of receipt of notification from the Employer.
- (c) Should no mutual agreement be reached, the matter may be referred to an Arbitrator in

accordance with the arbitration provisions of this Collective Agreement.

ARTICLE 31- (cont'd)

- 31.07 Where the reclassification of a position or the regrading of a classification is to take effect retroactively, employees, former employees and in the case of death, estates of former employees who were employees during the retroactive period shall be entitled to receive any retroactive pay that has accrued.
- 31.08 (a) An employee who is dissatisfied with a decision bearing on his/her position, issued by the JEC, shall have the right to attend a meeting of the JEC to have the decision explained.
- (b) Challenges to the Employer's application of the JEP, or the Employer's resulting decisions, shall be directed through the arbitration procedure provided in this Agreement. The decisions of the arbitrator shall be final and binding, including determination of the appropriate classification and level.
- 31.09 The time spent by employee representatives in attending JEC meetings will be paid at the employees' straight-time rates.
- 31.10 Upon written request, an employee shall be provided with a complete and current statement of the duties and responsibilities of his/her position including the position's classification level, factor point rating and an organization chart depicting the location of the position in the organization.
- 31.11 Any requirement made of employees covered by this Agreement shall not be in violation of the standards of practice of their professional licensing body.

ARTICLE 32 JOB SECURITY

- 32.01 (a) The Employer will make every reasonable effort to provide continued employment for regular employees. Should a re-organization occur, every reasonable effort will be made to provide alternate employment opportunities at the affected employee's equivalent classification level. The Employer may also provide on the job training as an alternative to lay-off when a vacancy exists and the employee can demonstrate an aptitude to meet the new job requirements within the trial period identified in Article 43 Probationary and Trial Period. The reasonableness of the Employer's decision in denying job training is subject to challenge through the grievance procedure.
- (b) The Employer further agrees that regular employees will not be laid off or have their hours of work reduced as a result of the Employer contracting out work, or through the Employer's use of volunteers.

ARTICLE 33 SENIORITY

CALCULATION OF SENIORITY

- 33.01 Seniority for an employee is defined as the length of the employee's continuous employment from the date of commencement of employment. It is determined by the total number of regular hours worked with the Yukon Hospital Corporation, including hours worked with Health & Welfare Canada prior to transfer. Overtime hours are not included for the calculation of seniority.
- 33.02 The Employer shall maintain a seniority list showing the continuous service dates for the employees. In the event of more than one employee with the same continuous service date, seniority between those employees will be determined by the total number of hours worked.
- 33.03 A seniority list for employees, as of December 31 of a given year, shall be posted on the PSAC union board by March 01 of the following year. Any objection or challenge to the accuracy of the seniority list shall be made in writing to the employer within thirty (30) calendar days of the list being posted, or the date on which an employee first returns to work following their absence during which the posting had occurred. Employees have the right to grieve their placement on the list if the determination remains in doubt. Thereafter, the posted seniority list will be deemed to be valid for the purposes for which seniority is applicable.

33.04 Loss of Seniority

An employee shall lose seniority when they:

- (a) resign from their position;
- (b) are dismissed for just cause;
- (c) are laid off and not recalled to duty within twelve (12) months;
- (d) fail to return to work within fifteen (15) working days following notification of recall from layoff, delivered by hand or sent by registered mail to the employee's last address of record;
- (e) abandon their position.

33.05 Accrual of Seniority

The seniority of an employee will be retained and will continue to accrue during:

- (a) any period of sick leave with or without pay and whether or not the employee is in receipt of long term disability payments for a maximum period of two (2) years;
- (b) any period of work-related disability leave with or without pay to a maximum period of one (1) year;
- (c) maternity and/or parental leave;
- (d) the first month of any leave of absence without pay.

ARTICLE 33- (cont'd)

33.06 Retention of Seniority

The seniority of an employee will be retained but will not accrue:

- (a) except as provided in Clause 33.05, after the first month of a leave of absence without pay;
- (b) during any period of lay-off, up to a maximum of one year, provided the employee maintains recall rights pursuant to Article 34;
- (c) for the first year after the employee begins work with the Employer in an excluded position or in a position in another bargaining unit.

ARTICLE 34 LAYOFF AND RECALL

34.01 "Lay-off" means a cessation of employment as a result of:

- (a) A lack of, or reduction in, the amount of work required to be performed; or
- (b) The reduction or elimination of an activity, service, program, function or department, or
- (c) The reduction of hours of work of a full-time or part-time employee will be treated as a layoff for the purpose of bumping under this Article, but not for other purposes under this Agreement.

34.02 The Employer agrees to consult with the Union as far in advance as possible of contemplated reductions in the workforce. During these consultations the parties will consider reasonable alternative ways to avoid the layoffs. A Committee shall be established for this purpose and be made up of equal representation of the Union and the Employer.

34.03 In the event that it becomes necessary to reduce the workforce, the Employer shall formally advise the Union at least ninety (90) calendar days prior to the date that the reduction is to occur. The notice will outline the reasons for the reduction, the location, and the potential number of employees affected.

34.04 (a) An employee subject to layoff shall be, during the layoff notice period, be granted up to one (1) day with pay for the purpose of being interviewed by a prospective Employer.

(b) An employee subject to layoff shall also be provided with access to the counseling services provided to employees through the Employee Assistance Program.

34.05 Regular employees will be subject to layoff in reverse order of seniority within the affected job classification.

34.06 When a layoff within a particular work unit must occur the employee(s) affected will be determined by reverse order of seniority within the employees who staff that job, provided that where specialized technical skills are required, there are other regular employees with greater seniority who are qualified to perform the work that remains.

34.07 (a) An employee subject to a layoff will be given three (3) months written notice of layoff. The Employer may choose to give the employee equivalent pay (equal to salary and benefits) in lieu of notice, or a combination of notice and pay. If the Employer does not choose to grant pay in lieu of the notice, the employee may choose to take the equivalent pay for the third month.

(b) The written notice shall be served by personal service or by registered mail, and a copy shall be directed to the Union.

34.08 (a) A regular employee who is served with layoff notice will have the right to choose within one (1) calendar week of receiving the notice of such layoff, one of the following options:

ARTICLE 34 - (cont'd)

- (i) Bump the most junior regular employee in an equal or lower job classification, providing that the employee is qualified to perform the work of the employee being bumped, or could qualify within a one (1) month orientation period. In doing so the employee will assume the new rate one (1) month after entering the position; or
 - (ii) Accept the layoff and right to recall.
 - (b) A regular employee who is bumped will have the right to choose, within one (1) calendar week of receiving the notice of such bumping, one of the following options:
 - (i) Bump the most junior regular employee in an equal or lower job classification, providing that the employee is qualified to perform the work of the employee being bumped, or could qualify within a one (1) month orientation period. In doing so the employee will assume the new rate one (1) month after entering the position; or
 - (ii) Accept the layoff and right to recall.
- 34.09 (a) Regular employees who have recall rights, and who have notified the Employer of their willingness to work on a casual basis, shall have the first right to work available casual hours, provided that the employee is qualified to perform the available work. Such available work shall be offered to employees in the following order:
- (i) Laid off regular full-time employees in order of seniority; then
 - (ii) Laid off regular part-time employees in order of seniority; then
 - (iii) Casual employees in order of seniority.
- (b) When a laid off regular employee works as a casual employee, it does not serve to freeze or restart the passage of the recall period time. The employee retains the right to recall under 34.10 in order of seniority for the twelve (12) month period commencing with the actual date of the layoff at the expiry of the notice period.
- 34.10 Employees who are subject to layoff or who have recall rights shall be given a preference for appointment to any vacant or newly created position for which the employee is qualified to perform the work or could qualify within a one (1) month orientation period.
- 34.11 Regular employees who have been laid off shall retain their seniority status and have rights of recall for a period of twelve (12) consecutive months from the date of layoff.
- 34.12 (a) Regular employees on layoff shall be recalled in order of their seniority to their former job positions when such positions become available.

ARTICLE 34 - (cont'd)

- (b) Recall shall be made by personal contact, or by registered mail. The employee to whom the recall is offered must communicate with the Employer within seven (7) days of receiving the notice of recall, and must be prepared to begin work at a date and time designated by the Employer, unless otherwise agreed between the employee and the appropriate supervisor. An employee who fails to begin work on the date and time designated by the Employer, without just cause, may be terminated.
- 34.13 To remain eligible for recall, laid off employees must ensure that the Employer is provided with their addresses and changes thereto.
- 34.14 The Employer will advise the laid off employees and those subject to lay off of any vacant or newly created position.
- 34.15 Recall appointments and bumping placements under this Article are not subject to the posting and competitive process under Article 36.

ARTICLE 35 TECHNOLOGICAL CHANGE

- 35.01 The parties have agreed that in cases where as a result of technological change the services of an employee are no longer required beyond a specified date because of lack of work or the discontinuance of a function, this Article will apply.
- 35.02 In this Article "Technological Change" means:
- (a) The introduction by the Employer of equipment or material of a different nature than that previously utilized; and
 - (b) A change in the Employer's operation directly related to the introduction of that equipment or material.
- 35.03 Both parties recognize the overall advantages of technological change and will, therefore, encourage and promote technological change in the Employer's operations. Where technological change is to be implemented, the Employer will seek ways and means of minimizing adverse effects on employees which might result from such changes.
- 35.04 The Employer agrees to provide as much advance notice as is practicable but, except in cases of emergency, not less than one hundred and eighty (180) days written notice to the Union of the introduction or implementation of technological change when it will result in significant changes in the employment status or working conditions of the employees.
- 35.05 The written notice provided for in Clause 35.04 will provide the following information:
- (a) The nature and degree of change;
 - (b) The anticipated date or dates on which the Employer plans to effect change; and
 - (c) The location or locations involved.
- 35.06 As soon as reasonably practicable after notice is given under Clause 35.04, the Employer shall consult with the Union concerning the effects of the technological change referred to in Clause 35.04 on each group of employees. Such consultation will include but not necessarily be limited to the following:
- (a) The approximate number, class and location of employees likely to be affected by the change; and
 - (b) The effect the change may be expected to have on working conditions or terms and conditions of employment on employees.
- 35.07 When, as a result of technological change, the Employer determines that an employee requires new skills or knowledge in order to perform the duties of the employee's substantive position, the Employer will make every reasonable effort to provide the necessary training during the employee's working hours and at no cost to the employee.
- 35.08 When, as a result of technological change, layoff becomes necessary, the employee who is to be laid off shall be given six (6) months notice of lay off or six (6) months salary in lieu of the notice.

ARTICLE 36 JOB POSTINGS, TRANSFERS AND PROMOTIONS

36.01 Subject to Clauses 36.02 and 36.08 (b)(i) these job posting provisions apply when a position must be filled in the following categories:

- (a) Regular full-time;
- (b) Regular part-time; or
- (c) Term, where the specified term of position will be six (6) months or longer.

36.02 (a) Casual positions may be filled by the Employer without resorting to the job posting process.

(b) Term positions of up to six (6) months may be filled by the Employer without resorting to the job posting process and shall be offered first to bargaining unit employees who possess the qualifications for the position. Such term appointment may be extended for up to another six (6) months when there is uncertainty about the date on which an absent employee will return to work. A term may be extended to accommodate an approved extension of a leave of absence granted to an employee whose position the term employee is temporarily filling. This provision is not to be used to groom an employee for a future promotion. The Employer shall notify the Union of its intention to fill a position on a term basis.

(c) The Employer is not required to post a job position when it is filled by granting the position to an existing employee:

- (i) Whose eligibility has been predetermined under Clause 36.08 (b)(i);
- (ii) With the Union's consent, on compassionate or medical grounds;
- (iii) With the Union's consent, who has been disabled by a work related injury or illness;
- (iv) Returning from a leave of absence, whose original job position no longer exists or is not vacant;
- (v) Whose placement is provided for elsewhere in this Agreement;
- (vi) Covered by a supplemental agreement entered into in writing between the Employer and the Union;
- (vii) Whose position is reclassified.

36.03 A job will be posted for a minimum period of fourteen (14) days, in order to bring the job opportunity to the attention of the employees and to provide them with an opportunity to apply.

36.04 (a) The job postings shall be dated and contain the following information:

- (i) Nature and title of the position;

ARTICLE 36 - (cont'd)

- (ii) A general description of the role;
 - (iii) Required qualifications, education, knowledge, skills and experience. (These specifications in the posting shall be limited to the performance requirements of the position.);
 - (iv) Hours of work;
 - (v) Wage rate or range, as appropriate to the position;
 - (vi) The closing date of the posting.
 - (vii) A notice that the position is in the PSAC bargaining unit.
- (b) A written job description shall be available to applicants, on request.
- (c) A copy of the poster shall be forwarded to the Union coincident with the posting.
- 36.05 During the posting and selection process, the Employer may fill the position with a casual employee or reassign an existing employee to the position.
- 36.06 During the job posting process, the Employer may advertise the position externally to attract applications from potential candidates from other sources; however, outside applicants or candidates will not be interviewed unless the internal process has closed and there were no qualified candidates.
- 36.07 (a) It is the Employer's policy to afford opportunities for promotion and transfer within the bargaining unit to existing employees.
- (b) In choosing between candidates, the Employer's objective shall be to select the best qualified candidate within the limits of the performance requirements of the position. Within those limits, an internal candidate who satisfies the position requirements will be given a preference. The factors used by the Employer to assess the qualifications of candidates shall be education, skills, knowledge, experience, and demonstrated ability. For internal candidates, seniority will also be a factor.
- (c) When a choice must be made between internal candidates whose overall qualifications are in relative balance, the appointment shall be awarded to the internal candidate with the greatest seniority.
- (d) All determinations made by the Employer when choosing between candidates will be made fairly, reasonably and without discrimination.
- 36.08 (a) Within ten (10) working days after the selection of a candidate for a job position, the Employer will, by letter:
- (i) Confirm the decision to the internal candidates; and
 - (ii) Advise the successful applicant, specifying the applicable salary range, his/her placement within the range, and the start date.

ARTICLE 36 - (cont'd)

- (iii) An employee on initial hire will be placed in the applicable salary range at a step in the range that recognizes recent and relevant healthcare or other work experience related to the position. For example, an employee with 7,824 worked hours of recent and relevant healthcare experience will be placed at 4 Years in the range.
 - (b)
 - (i) Internal applicants who, while not chosen as the best qualified for the particular job posting, were found by the Employer to be qualified and suitable candidates, will be placed on an eligibility list for positions of the same employment status. (i.e., there will be a separate list for full-time positions, part-time positions, term positions and casual positions). These lists remain in effect for twelve (12) months. Where there is more than one (1) such eligible employee, each will be advised of their ranking for selection for the position that may become available during their twelve (12) month eligibility.
 - (ii) All unsuccessful candidates will be advised of the results of the competition and, upon request, will be advised of the reasons why they were unsuccessful in the competition.
- 36.09 When an internal candidate is selected, he/she will serve a familiarization period as provided for in Article 43 of this Agreement.
- 36.10 Employees who were unsuccessful as candidates for job positions may grieve the Employer's selection decision or their placement on the eligibility list pursuant to Article 27, but must do so within fourteen (14) calendar days of being advised of the decision. Prior to the arbitration process the Employer, with the Union, will conduct an immediate review of the issue including a review of all appropriate information which was considered.
- All reasonable steps will be taken to expedite the issue to arbitration. The arbitrator shall have the jurisdiction to decide whether the Employer has properly assessed the grievor's qualifications and whether the Employer otherwise acted fairly and reasonably in the selection of a candidate. If the arbitrator determines that the selection process was flawed, in whole or in part, he/she may direct that the posting and selection process be redone in whole or in part. The arbitrator will be encouraged to conduct a hearing immediately and to render a written award within ten (10) days of the end of the hearing. The award will be final and binding.
- 36.11 Employees may, prior to commencing a leave of absence of eight (8) weeks or less, file an intention to bid on up to two (2) potential postings. The employee shall only be considered for the posting if available for the selection process.
- 36.12 Employees who are subject to layoff, or who have recall rights shall be given preference for appointment to any vacant or newly created position for which the employee is qualified to perform the work or could qualify within a one (1) month orientation period.

ARTICLE 36 - (cont'd)

36.13 Where a part time position becomes vacant or additional hours are made available, such hours will be offered to qualified part time employees in the work unit in the following manner:

- (a) The opportunity for additional hours will be posted in the work unit for a period of 14 calendar days.
- (b) Qualified part time employees in the work unit may apply, in writing, for additional hours as follows:
 - (i) A part time employee working half time hours may apply for number of a additional hours so that the position becomes a three quarter time position; or
 - (ii) A part time employee may apply for a number of additional hours so that the position becomes a full time position.
- (c) Additional hours will be offered to the senior employee or employees making application therefor who are qualified to perform the work.
- (d) Available hours will not be offered in a manner that would leave unclaimed hours less than those constituting a half time position.
- (e) Any remaining hours, constituting a part time position, which are left unclaimed in the application of this paragraph may be posted and filled in accordance with clauses to 36.06 of this article.

36.03