

ARTICLE 37 WAGE RATES & POSITION SCHEDULES

- 37.01 (a) The wage rates payable under this Agreement shall be those contained in Schedules A, B, C, D, E & F of this collective agreement.
- (b) The position schedule is outlined in Schedule G of this collective agreement.

ARTICLE 38 SHIFT PREMIUMS

38.01 Evening Premium:

- (a) A shift work employee will receive a shift premium of one dollar and **fifty cents (\$1.50)** per hour for all hours worked, including overtime hours, between 4:00 p.m. and 8:00 a.m. The shift premium will not be paid for hours worked between 8:00 a.m. and 4:00 p.m.
- (b) Effective **September 1, 2008** a shift work employee shall receive a shift premium of one dollar and **seventy five cents (\$1.75)** per hour for all hours worked, including overtime hours, between 4:00 p.m. and 8:00 a.m. The shift premium will not be paid for hours worked between 8:00 a.m. and 4:00 p.m.
- (c) Effective **September 1, 2009** a shift work employee shall receive an additional shift premium of twenty-five cents (\$0.25) totaling **two dollars (\$2.00)** per hour for all hours worked, including overtime hours, between 4:00 p.m. and 8:00 a.m. The shift premium will not be paid for hours worked between 8:00 a.m. and 4:00 p.m.

38.02 Weekend Premium:

- (a) Employees shall receive an additional premium of **one dollar and fifty cents (\$1.50)** per hour for work on a Saturday and/or Sunday for hours worked including overtime hours.
- (b) Effective **September 1, 2008** employees shall receive an additional premium of twenty-five cents (**\$0.25**) per hour **totaling one dollar and seventy-five (\$1.75)** per hour for work on a Saturday or Sunday for all hours worked including overtime hours.
- (c) Effective **September 1, 2009** employees shall receive an additional premium of **twenty five cents (\$0.25)** per hour **totaling two dollars (\$2.00) per hour** for work on a Saturday or Sunday for all hours worked including overtime hours.

ARTICLE 39 EMPLOYEE BENEFITS

39.01 Insurance Plans

The Employer will pay the premium cost specified below to provide the following insurance benefits:

- | | | |
|-----|-----------------------|---|
| (a) | Medical Services Plan | No cost to Yukon residents. |
| (b) | Extended Health Plan | 100% of the premium of an extended health plan providing vision care to a maximum of \$200 per person every twenty-four (24) months, supplementary medical benefits, \$25 calendar year deductible, with 80% of eligible expenses reimbursed; |
| (c) | Dental Plan | (i) Ninety percent (90%) of the current approved schedule of fees for basic services;

(ii) Fees for major restorative services up to a combined limit with basic services of one thousand two hundred and fifty dollars (\$1,250.00) per person every calendar year;

(iii) Fifty percent (50%) of the current approved schedule of fees for orthodontic services to a lifetime maximum of two thousand dollars (\$2,000.00) per person; |
| (d) | Long Term Disability | Employees hired before October 2, 1993 to pay five percent (5%) of the premium for a long-term disability plan providing seventy percent (70%) of the employee's current salary. Employees hired on or after October 2 nd , 1993 to pay 50% of the premium. |
| (e) | Group Life | One hundred percent (100%) of the premium of a life insurance plan paying two (2) times the employee's basic annual salary. |

In order for employees to become eligible for LTD and Group Life coverage noted above, the employee must have been employed for 90 calendar days.

ARTICLE 40 PENSION PLAN

40.01 The Yukon Hospital Corporation Employees' Pension Plan shall form part of this Agreement.

ARTICLE 41 YUKON BONUS

- 41.01 (a) An employee who completes one (1) year of continuous service with the Employer, shall be entitled to a Yukon Bonus which will be paid in the pay period following the employee's date of eligibility.
- (b) For each full year of continuous service subsequent to his/her first year of service, an employee is entitled to a Yukon Bonus, which will be paid in the pay period following the employee's eligibility date.
- 41.02 The Yukon Bonus to which employees are entitled to pursuant to Clause 41.01 is two thousand dollars (\$2,000.00). This is only available for employees; however, should two (2) or more employees from one family or household work for the Employer, then each of those employees is entitled to the full amount (i.e. \$2,000.00 each).
- 41.03 An employee shall be paid on lay-off, a pro-rated Yukon Bonus based on the number of completed months worked since his/her last qualifying date or the commencement of his/her employment, but in any event, for a period not exceeding twelve (12) months.

ARTICLE 42 REGISTRATION FEES

42.01 The Employer shall reimburse an employee for fifty percent (50%) of his/her payment of professional membership registration or licensing fees to either an organization, government or governing body when such registration is a position requirement and/or a condition of continued employment or for promotion.

ARTICLE 43 PROBATIONARY AND FAMILIARIZATION PERIOD EMPLOYEES

43.01 Probationary Period

- (a) Newly hired employees will serve a probationary period of 980 straight time hours worked up to a maximum of one year.**
- (b) Employment may be terminated at any time during the probationary period. Only factors that can reasonably be expected to affect work performance will be considered.**
- (c) During the probationary period, the employee will be provided with orientation, training and guidance to ensure that duties and performance standards are understood.**
- (d) The probationary period may be extended, at the option of the Employer, where there are reasonable grounds to presume that the employee has not been provided with a reasonable opportunity to meet performance standards. The Employer will advise the President of the local executive in writing of any extension to an employee's probationary period.**

43.02 Familiarization Period

- (a) Employees who are the successful candidate for a new or vacant position filled in accordance with the job posting procedures set out in clauses 36.03 to 36.07 of Article 36 shall be required to undergo a familiarization period of 490 straight time hours to a maximum of three calendar months.**
- (b) During the familiarization period, the employee will be provided with orientation, training and guidance to ensure that duties and performance standards are understood.**
- (c) The familiarization period may be extended, at the option of the Employer, where there are reasonable grounds to presume that the employee has not been provided with a reasonable opportunity to meet performance standards. The Employer will advise the President of the local executive in writing of any extension to an employee's familiarization period.**

43.03 Where seniority applies, upon successful completion of probation or familiarization period the employee's seniority shall be calculated to include the time served in probationary or familiarization status.

43.04 Unless otherwise notified by the Employer in writing, an employee shall be deemed to have successfully completed their probationary or familiarization period.

Article 43 – (cont'd)

43.05 Mid Point Evaluation

Not later than the mid point in the probation or familiarization period, the employee will have his/her job performance evaluated in accordance with Article 23 of this agreement. In the event that the evaluation discloses a performance short fall, the Employer will review the shortfall with the employee and provide guidance for improvement.

43.06 If at any time during the familiarization period the Employer determines that the employee will not satisfy the job requirements, the employee will be returned to their former position provided that the position has not been filled. If that position has been filled the employee will be offered the first available position at a level equivalent to his/her previous position for which the employee is qualified. If no position exists at the time the employee will be assigned appropriate work duties by the employer until such time as a position for which the employee is qualified becomes available.

If at any time during a familiarization period the employee determines that she/he will not satisfy the job requirements and requests in writing a return to his/her former position, the employee will be returned.

ARTICLE 44 REGULAR PART-TIME EMPLOYEES

44.01 Except as specifically provided hereinafter, the provisions of this Collective Agreement shall apply to all "Regular Part-time Employees".

44.02 Overtime

- (a) A regular part-time employee is entitled to receive overtime compensation, in accordance with Article 22, when work has been authorized by the Employer in excess or outside of the regular full-time daily or weekly hours of work specified for the particular classification held by the regular part-time employee, and/or when work is authorized by the Employer in excess or outside of the same number of consecutive full-time working days specified for the particular classification held by the part-time employee.
- (b) It is understood that the part-time employee may refuse to work any additional time beyond his/her schedule, except in an emergency where the employee possesses special skills required for the emergency and no full-time employee is available. If there are two (2) or more employees refusing, the employee with the least seniority will be required to work the extra hours.
- (c) Notwithstanding Clause (a) above, a regular part-time employee who is required to work in a classification where a full-time employee's regular daily and weekly hours of work would be averaged over a specified period of time shall be entitled to receive overtime compensation when he/she is authorized in advance by the Employer to work in excess of thirty-seven and one half (37 ½) regular hours per week or in excess of seven and one half (7 ½) regular hours per day.

44.03 Designated Paid Holiday

- (a) Falling on non-scheduled working day:

When a designated paid holiday falls on a non-scheduled working day, a regular part-time employee shall be reimbursed for that day on the basis of the average number of hours worked per day over a two (2) week period immediately preceding a designated paid holiday.

- (b) Falling on a scheduled working day:

When a designated paid holiday falls on a scheduled working day or is moved to a scheduled working day on which the employee is not required to work, a regular part-time employee shall be reimbursed for that day on the basis of the average number of hours worked per day over the two (2) week period immediately preceding a designated paid holiday.

- (c) Work performed on a designated paid holiday:

A regular part-time employee shall be paid for all hours worked on a designated paid holiday in accordance with Article 14 of this Collective Agreement.

ARTICLE 44 (cont')

- (d) Designated paid holidays referred to in this Article are those contained in Article 14.

44.04 Call-Back Pay

- (a) When a regular part-time employee is called back to work, she/he shall be paid a minimum of three (3) hours at the applicable rate of pay set out in (b) and (c) below:
- (b) If the call back occurs in a week where the employee is scheduled to work and she/he has worked the same number of hours that a regular full time employee in the same classification has worked during that week, the employee shall be paid for the first 1.5 hours at straight time rates and at overtime rates thereafter.
- (c) If the call back occurs in a week where she/he is not normally scheduled to work, or if she/he does not work the same number of regular hours that a regular full time employee in the same classification has worked during that week, she/he will be paid call back pay at straight time rates.

44.05 Vacation Leave

A regular part-time employee shall earn vacation leave credits in proportion to the average number of hours worked per week in relation to a full-time employee in the same classification as specified in Article 21.

44.06 Sick and Special Leave Credits

A regular part-time employee shall earn sick and special leave credits in proportion to the average number of hours worked per day in relation to a full-time employee in the same classification.

44.07 Yukon Bonus

A regular part-time employee shall be entitled to a Yukon Bonus in proportion to the average number of hours worked per day in relation to a full-time employee in the same classification.

ARTICLE 45 TERM EMPLOYEES

45.01 Definition

A "Term Employee" means an employee who is hired on a temporary basis, in excess of three months, for a full-time or part-time position for a specified period of time, to replace an employee on leave of absence or for limited term work. The period of time shall be clearly stated in a written offer of employment at the time of hiring. Term employees will only be used in situations where there is no reasonable expectations of the position being filled on a regular on-going basis. Consecutive renewals of term appointments will only be made where it is necessary in order to staff for the continuing absence of an employee, or where a special program or project is being extended for a limited period.

45.02 Appointments

Length of term appointment will be limited in accordance with the provisions of Clause 36.02 (b).

45.03 Application of Agreement

The provisions of the Collective Agreement will apply to term employees, with the exception of the following Articles and/or Clauses:

- 17 Maternity & Parental Leave (except for terms of more than one (1) year)
- 18 Other Leave (except that Clauses 18.03, 18.04, 18.06 and 18.07 are applicable)
- 19 Education Leave without Pay & Career Development Leave
- 20 Severance Pay
- 32 Job Security
- 34 Layoff & Recall
- 39 Benefits (except as provided in Plan Text)
- 42 Registration Fees
- 53 Deferred Salary Leave Plan

45.04 Hours of Work

A term employee's hours of work will be:

- (i) In the case of replacing an absent employee, the same hours that the absent employee would work; or
- (ii) Determined within the provisions of Article 21.

45.05 Overtime

- (a) Overtime for full-time term employees will be in accordance with the provisions of Article 22.
- (b) Overtime for part-time term employees will be in accordance with the provisions of Article 44.

ARTICLE 45 (cont')

45.06 Yukon Bonus

A term employee shall be entitled to Yukon Bonus after accruing one thousand nine hundred and fifty six (1956) hours worked (including periods of paid leave). An employee cannot qualify for more than one Yukon Bonus in any twelve (12) month period. Accrual of such hours will include assignments in cumulative and casual positions provided there is not a break in service of over one (1) year in length. After each entitlement of Yukon Bonus, an employee must again accumulate the entitlement hours before qualifying for another payment.

45.07 Salary Increments Over Time

A term employee shall be entitled to a salary increment after accruing one thousand nine hundred and fifty six (1956) hours. Accrual of such hours will include assignments in cumulative term and casual positions provided there is not a break in service of over one (1) year.

45.08 Vacation Leave

A term employee shall accrue vacation leave credits in accordance with Article 18.06 or Article 44.05. For term positions of six months or less the vacation leave credits may be used at the end of the term or paid out. Subject to operational requirements the employee may be granted vacation leave during the term.

45.09 Sick & Special Leave Credits

A term employee shall accrue sick and special leave credits as per Clause 44.06 but only may use sick and special leave to the extent of his/her accumulated credits.

45.10 Long Service

A term employee shall be entitled to a long service premium after accruing nine thousand seven hundred and eighty (9780) hours. Accrual of such hours will include assignments in cumulative term and casual positions provided there is not a break in service of over one (1) year.

45.11 Term employees greater than three (3) months are required to enroll for extended health and dental benefits. The cost of these benefits will be paid by the Employer. Term employees are not eligible for Group Life or LTD coverage.

ARTICLE 46 CASUAL EMPLOYEES

- 46.01 A "Casual" employee is one who is employed for a specified period of less than three months or to work on an on-call basis.
- 46.02 (a) The three (3) month limitation in the above definition relates to filling a specific position and does not prevent a casual employee from working in two (2) or more positions, each of which is limited to three (3) consecutive months in duration.
- (b) No later than one week prior to the end of the third month of a casual employee being assigned to cover a position, the Employer will review the continuing need for the coverage. If the work will continue beyond the end of the three month limitation, the Employer will:
- (i) If the work is certain to continue for a period of six (6) months or less, and the work is being performed by a single casual employee, appoint that employee to the position on a term basis, or, if the work is being performed by a pool of employees, conduct a posting for the term position among the pool of employees;
 - (ii) Where the work can reasonably be expected to continue beyond six (6) months, the Employer will conduct a posting in accordance with Article 36;
 - (iii) Where the review indicates that the work is sporadic in nature and the duration cannot reasonably be determined, coverage will continue to be provided by use of a casual employee(s) with further three (3) month reviews.
- 46.03 Casual employees will only be used to:
- (a) Replace an employee who is temporarily absent; and
 - (b) Temporarily supplement the workforce to deal with work surges.
- 46.04 The provisions of the Collective Agreement will apply to casual employees, with the exception of the following:
- 14 Designated Paid Holidays
 - 15 Special Leave
 - 16 Sick Leave
 - 17 Maternity & Parental Leave
 - 18 Other Leave (except that Clause 18.04 is applicable)
 - 19 Education Leave Without Pay & Career Development Leave
 - 20 Severance Pay
 - 21 Hours of Work
 - 32 Job Security
 - 34 Layoff & Recall
 - 39 Benefits (except as provided in Plan Text)
 - 40 Pension Plan (except as provided in the Plan text)
 - 42 Registration Fees
 - 44 Regular Part Time Employees (Except that Clauses 44.02, 44.03 & 44.04 are

53 applicable)
Deferred Salary Leave Plan

ARTICLE 46- (cont'd)

46.05 A casual employee's hours of work will be:

- (a) In the case of replacing an absent employee, the same hours that the absent employee would work; or
- (b) Determined within the provisions of Article 21 of this Agreement.

46.06 Overtime, pay for designated paid holidays, and call-back pay shall be granted in accordance with the provisions for regular part-time employees in Clauses 44.02, 44.03 and 44.04 of this Agreement.

46.07 A casual employee who works in two or more positions shall have all hours worked in a pay period counted for purposes of determining his/her entitlement to overtime compensation.

46.08 Call-in procedures must be equitable and must be made available to all employees.

46.09 Yukon Bonus

A casual employee shall be entitled to Yukon Bonus after accruing one thousand nine hundred and fifty six (1956) hours worked. An employee cannot qualify for more than one (1) Yukon Bonus in any twelve (12) month period. For employees working in more than one position or class, hours worked will be considered to be the total hours worked by that employee. Accruals will continue, provided there is no break in service greater than six (6) months. After each entitlement for Yukon Bonus, an employee must again accumulate the entitlement hours before qualifying for another payment.

46.10 Salary Increments Over Time

A casual employee shall be entitled to salary increment after accruing one thousand nine hundred and fifty six (1956) hours. Accrual of such hours will include assignments in cumulative term and casual positions in each similar or like job provided there is not a break in service of over six (6) months.

For casual employees working in more than one job or class as of July 27, 2001, salary increments will continue to occur after accumulating a minimum of five hundred (500) hours or working a maximum of two (2) years, whichever occurs first.

46.11 Vacation Leave

A casual employee shall be paid vacation pay at the rate of four percent (4%) of earnings.

46.12 Group Dental & Extended Health Benefits

A casual employee may elect to participate in group Dental and Extended Health Plans provided they pay the full premium. A casual employee enrolled in one or more of these plans who obtains regular or term employee status will qualify for premium relief where applicable without an additional waiting period.

46.13 When calls are made by the Employer for casual employees to report to work, the acceptance of such work shall be at the employee's discretion. If a casual employee **does not work for a period of one (1) year** or more, or is no longer permanently residing in the Yukon,

they will cease to be employed.

ARTICLE 46- (cont'd)

46.14 Casual Premium

A casual employee shall be paid seventy five cents (\$0.75) per regular hour worked in lieu of all health and welfare benefits and leave entitlements otherwise provided to other employees.

ARTICLE 47 RESTRICTION ON OUTSIDE EMPLOYMENT

47.01 Unless otherwise specified by the Employer as being in an area that could represent a conflict of interest, employees shall not be restricted in engaging in other employment outside the hours they are required to work for the Employer.

ARTICLE 48 EMPLOYMENT REFERENCES

48.01 On written application by an employee, the Employer shall provide personal references to the prospective employer of such employee, indicating length of service, principal duties and responsibilities, and performance of such duties.

ARTICLE 49 CLOTHING

49.01 The Employer's clothing policy/practice as of December 14, 2000 will remain in effect during the term of this Agreement.

49.02 Personal Property

Where an employee's personal property is damaged or stolen during the performance of the employee's duties, the Employer will repair or replace the item, or pay appropriate compensation in lieu, provided that:

- (a) the item is required by the employee in the performance of his/her duties; and
- (b) the employee submits reasonable proof of damage or loss having occurred and documentation of the value of the damage or loss; and
- (c) the damage or loss was not the result of negligence on the part of the employee.

ARTICLE 50 IMMUNIZATION

50.01 The Employer shall provide the employee with immunization against communicable diseases where there is a risk of incurring such diseases in the performance of his/her duties.

ARTICLE 51 PUBLICATIONS

51.01 The Employer will ensure that employees have ready access to all publications considered necessary to their work.

ARTICLE 52 EDUCATION ALLOWANCE

52.01 Employees who so qualify shall, upon application, be paid the education allowance set out in this article, subject to the following conditions:

- (a) The training is over and above the required qualifications in the employee's job description and the training is utilized in the performance of the employee's employment duties set out in the employee's position description.
- (b) The employee has provided the Employer with a copy of the appropriate degree, diploma, certificate or other evidence of having successfully completed the education program.
- (c) The education allowance is not cumulative and an employee shall be paid only the highest allowance for which eligible.

52.02 For employees who qualify, the amount of education allowance shall be:

	Per Year	Per Hour
(a) Recognized specialty course of 3 to 6 months	\$ 255	\$ 0.13
(b) Recognized specialty course of 7 to 12 month	\$ 390	\$ 0.20
(c) One year certification course	\$ 710	\$ 0.36
(d) Bachelor's degree	\$ 875	\$ 0.45
(e) Master's Degree	\$ 1,200	\$ 0.61

52.03 Part-time, term and casual employees who so qualify will be entitled to the education allowance on an hourly but not annual basis for all paid hours.

52.04 Where the training is acquired through means other than full-time attendance, a recognized educational institution such as Yukon College will determine equivalencies.

ARTICLE 53 DEFERRED SALARY LEAVE PLAN

In accordance with the terms of the plan, employees are eligible to apply for the Deferred Salary Leave Plan. Copies of the Plan may be obtained from the Human Resources Department.

ARTICLE 54 DURATION

54.01 (a) This Collective Agreement shall come into force and effect on **September 1st, 2007**, unless otherwise specified in the Agreement. This Agreement shall remain in force and effect until **August 31st, 2010** and from year to year thereafter unless and until it is terminated by operation of law.

(b) Either party may serve the other with written notice to commence collective bargaining for the renewal of this Agreement, at any time within four (4) months of the date of expiry specified in (a) above, in which case the parties shall begin collective bargaining within twenty (20) days of the service of the written notice being effected.

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

54.03 During the period in which this Agreement continues to have legal force and effect, both parties shall be bound by its terms and conditions and will remain in full compliance, including during any period in which the parties are engaged in collective bargaining for the renewal of the Agreement.

Signed by the authorized representatives of the parties this _____ day of _____, 2008.

**THE PUBLIC SERVICE ALLIANCE,
LOCAL **Y025****

WHITEHORSE GENERAL HOSPITAL

Jean-Francois Des Lauriers, Regional
Executive Vice-President - North

Craig Tuton, Chair

Laurie Butterworth, President, Y.E.U.

Wes Wirth, Vice-Chair

Dawn Atkinson-Kelly, Union Member

Joe MacGillivray, CEO

Chad Milford, Union Member

Rhonda Holway-McIntyre, Director of First
Nations Health Programs

Leslie Sofko, Union Member

Roxane Larouche, Director of Human
Resources

Gaby Levesque, Chief Negotiator

Nick Leenders, Director of Finance

NEGOTIATED BY:

ON BEHALF OF THE UNION

Gaby Levesque, Chief Negotiator
Dawn Atkinson-Kelly
Laurie Butterworth
Chad Milford
Leslie Sofko

**ON BEHALF OF THE WHITEHORSE
GENERAL HOSPITAL**

David Cox, Chief Negotiator
Rhonda Holway-McIntyre
Roxane Larouche
Nick Leenders

SUMMARY OF NEGOTIATED PACKAGE

Year 1	September 1, 2007 – 2.50%	economic increase
	March 1, 2008 - 0.50%	economic increase
Year 2	September 1, 2008 – 2.50%	economic increase
	March 1, 2009 - 0.50%	economic increase
Year 3	September 1, 2009 – 2.50%	economic increase
	March 1, 2010 - 0.50%	economic increase

Article 38 Shift Premiums

Evening:

September 1, 2008 - \$1.75
September 1, 2009 - \$2.00

Weekend:

September 1, 2008 - \$1.75
September 1, 2009 - \$2.00