

CURRENT LANGUAGE	UNION DEMANDS
ARTICLE 11 TIME OFF FOR REPRESENTATIVES AND UNION BUSINESS	<p>NEW</p> <p>Provided the local president is a member of the Bargaining Unit, the Employer agrees to provide the equivalent of one-half of a full-time position as leave with pay (salary and benefits only) from the date of ratification of this agreement. The intent of this undertaking is to improve communication with management and representation on joint-management initiatives, duties of a local president such as, but not limited to Joint Consultation, Staff Development and Training and or any other Committees that may be established and require the attendance of the local president.</p>
ARTICLE 15 SPECIAL LEAVE	<p>RESERVE – Bereavement Leave and Special Leave – the Union intends to propose language that aligns with the Yukon Government and Yukon College bereavement and Special Leave provisions.</p>
ARTICLE 14 DESIGNATED PAID HOLIDAYS	<p>NEW</p> <p>While an employee is on pre-retirement leave their Designated Paid Holidays will continue to accrue and employees will be credited accordingly.</p>
<p>14.07 Compensation for Work on a Holiday - Continuous Operation</p> <p>An employee who works in a continuous operation, which is one that does not shut down on holidays, shall be compensated as follows:</p> <ul style="list-style-type: none"> (a) When the holiday falls on a day they are not scheduled to work their regular wages for the day designated as the holiday; and (b) When they work on a holiday: <ul style="list-style-type: none"> (i) The employee may choose their regular wages for the day designated as the holiday or another day off at a mutually agreeable time in lieu of their regular wages for the holiday; and 	



<p>(ii) Time and one half (1 ½) for the first four (4) hours of work on the holiday and double time (2T) thereafter.</p>	<p>(ii) Double time (2T) for all hours worked on the holiday</p>										
<p>14.08 Designated Paid Holiday – Not in a Continuous Operation</p> <p>(a) An employee who is required to work on a designated paid holiday shall be compensated for hours worked at the rate of time and one-half (1 1/2T) for the first four (4) hours and double time (2T) thereafter. This is in addition to the holiday pay provided in Clause 14.01 (a).</p> <p>(b) An employee who is required to work on a designated paid holiday following a day of rest on which they also worked and received overtime shall be compensated for hours worked at the rate of double time (2T) for all time worked. This is in addition to the holiday pay provided for in Clause 14.01(a).</p>	<p>Designated Paid Holiday – Not in a Continuous Operation</p> <p>(a) An employee who is required to work on a designated paid holiday shall be compensated for hours worked at the rate of double time (2T). This is in addition to the holiday pay provided in Clause 14.01 (a).</p> <p>(b) An employee who is required to work on a designated paid holiday following a day of rest on which they also worked and received overtime shall be compensated for hours worked at the rate of double time (2T) for all time worked. This is in addition to the holiday pay provided for in Clause 14.01(a).</p>										
<p>ARTICLE 18 OTHER LEAVE WITH OR WITHOUT PAY</p>											
<p>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:</p> <table border="0" data-bbox="69 1036 905 1252"> <thead> <tr> <th data-bbox="69 1036 504 1068">Years of Continuous Service</th> <th data-bbox="646 1036 905 1068">Monthly Accrual Rate</th> </tr> </thead> <tbody> <tr> <td data-bbox="69 1105 504 1138">In the first and subsequent</td> <td data-bbox="548 1105 905 1138">12.5025 hours (1 2/3 days)</td> </tr> <tr> <td data-bbox="69 1143 504 1175">In the fourth and subsequent</td> <td data-bbox="548 1143 905 1175">15.6249 hours (2 1/12 days)</td> </tr> <tr> <td data-bbox="69 1180 504 1213">In the fifteenth and subsequent</td> <td data-bbox="548 1180 905 1213">18.7500 hours (2 ½ days)</td> </tr> <tr> <td data-bbox="69 1218 504 1250">In the twenty-sixth and subsequent</td> <td data-bbox="548 1218 905 1250">21.8747 hours (2 11/12 days)</td> </tr> </tbody> </table>	Years of Continuous Service	Monthly Accrual Rate	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 ½ days)	In the twenty-sixth and subsequent	21.8747 hours (2 11/12 days)	<p>18.06 RESERVE</p>
Years of Continuous Service	Monthly Accrual Rate										
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 ½ days)										
In the twenty-sixth and subsequent	21.8747 hours (2 11/12 days)										
<p>18.10 The Employer will make every reasonable effort to grant to an employee the period of vacation leave requested, provided such vacation leave can be accommodated within the <i>bona fide</i> operational requirements of the</p>											



<p>hospital. The provisions of Clauses 18.11, 18.12 and 18.13 outline the process to be followed in scheduling vacation leave.</p>	
<p>18.11 (a) The summer vacation period shall extend from the beginning of the calendar week in which June 15th falls to the end of the calendar week in which September 15th falls.</p> <p>(b) In the application of Clause 18.10, employees shall submit their request for the summer vacation period by February 1st of each year. The employees in each unit/department will, in cooperation and consultation with the manager of the unit/department, formulate the summer vacation schedule for employees in the unit/department. Such schedule shall be finalized and posted as soon as reasonably practicable, but not later than April 30th.</p> <p>(c) Once posted, the summer vacation schedule shall only be changed by mutual consent between the employee and the Employer or as deemed necessary due to <i>bona fide</i> operational requirements.</p> <p>(d) Requests for vacation during the summer vacation period submitted after the summer vacation schedule has been posted shall be approved on a first come, first served basis provided that the granting of such requests does not result in additional cost and/or interfere with <i>bona fide</i> operational requirements.</p>	<p>(b) In the application of Clause 18.10, employees shall submit their request for the summer vacation period by February 1st of each year. The employees in each unit/department will, in cooperation and consultation with the manager of the unit/department, formulate the summer vacation schedule for employees in the unit/department. Such schedule shall be finalized and posted as soon as reasonably practicable, but not later than March 15th.</p>
<p>18.12 For the purpose of Clause 18.12, the “<i>Christmas vacation period</i>” shall mean the Christmas Break (defined as December 15th to January 15th).</p> <p>(a) In the application of Clause 18.10, employees shall submit their request for the Christmas vacation period by August 1st of each year. The employees in each unit/department will, in cooperation and consultation with the manager of the unit/department, formulate the Christmas vacation period schedule for employees</p>	



<p>in the unit/department. Such schedule shall be finalized and posted as soon as reasonably practicable, but not later than October 31st.</p> <p>(b) Once posted, the Christmas vacation period schedule shall only be changed by the mutual consent between the employee and the Employer or as deemed necessary due to <i>bona fide</i> operational requirements.</p> <p>(c) Requests for vacation during the Christmas vacation period submitted after the Christmas vacation period schedule has been posted shall be approved on a first come, first served basis provided that the granting of such requests does not result in additional costs and/or interfere with <i>bona fide</i> operational requirements.</p>	<p>(b) In the application of Clause 18.10, employees shall submit their request for the Christmas vacation period by August 1st of each year. The employees in each unit/department will, in cooperation and consultation with the manager of the unit/department, formulate the Christmas vacation period schedule for employees in the unit/department. Such schedule shall be finalized and posted as soon as reasonably practicable, but not later than September 1st.</p>
<p>18.13 (a) In respect of vacation requests outside the summer vacation period and the Christmas vacation period, the Employer will reply to an employee's application for vacation leave within 21 calendar days of receipt.</p> <p>(b) A failure on the part of the Employer to comply with the provisions of subparagraph 18.13 (a) will be deemed to constitute approval of the employee's application for vacation leave.</p> <p>(c) Once approved, a period of vacation leave will be cancelled or altered only for reasons of <i>bona fide</i> operational requirements.</p>	<p>18.13 In respect of vacation requests outside the summer vacation period and the Christmas vacation period, the Employer will reply to an employee's application for vacation leave within fourteen (14) calendar days of receipt.</p>
<p>ARTICLE 21 HOURS OF WORK</p>	
	<p>NEW</p> <p>Daylight Savings Time</p> <p>Compensation will be paid at the appropriate overtime rate for the extra hour worked and conversely there will be no reduction in compensation for the hour not worked due to the time conversion in Spring and Fall as a result of the implementation and withdrawal of daylight saving time.</p>



<p>21.04 Shift Work</p> <p>(a) Hours of work shall be scheduled so that employees work:</p> <ul style="list-style-type: none"> (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. <p>(b) Subject to operational requirements, the Employer shall:</p> <ul style="list-style-type: none"> (i) (Applies to Clause 21.04 (a) (i) above only) not schedule the commencement of a shift within sixteen (16) hours of the completion of the employee’s previous shift; (ii) Avoid excessive fluctuations in hours of work; (iii) Consider the wishes of the majority of employees concerned in the arrangement of shifts within a shift schedule; (iv) Arrange shifts over a period of time for a minimum of fifty-six (56) days and to post schedules at least twenty-one (21) days in advance of the starting date of the new schedule; 	<p>21.04 Shift Work</p> <p>(a) Hours of work shall be scheduled so that employees work:</p> <ul style="list-style-type: none"> (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 twenty eight (28) days; or (ii) Eleven (11) hours per day and thirty-seven and one-half (37 ½) hours per week, exclusive of meal periods, averaged over twenty eight (28) days; or (iii) Other variations of shifts with hours over those in (i) and under those in (ii) exclusive of meal periods, must be mutually agreed to and averaged to thirty-seven and one-half (37 ½) hours per week over the life twenty eight (28) days. <p>(b) RESERVE</p>



- (v) 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;
 - (vi) 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) 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 the employee is required to remain on the premises during the meal break, then the employee shall be paid:
- (i) Their straight-time rate for the time of the meal break, if the employee's meal break is not disrupted by having to perform work; or
 - (ii) Overtime at the rate of time and one half ($1 \frac{1}{2}$) for the time of the meal break, if the employee's meal break is disrupted by having to perform work.
- (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:



<p>(i) On the day it commenced where half or more of the hours worked fall on that day; or</p> <p>(ii) On the day it terminates where more than half of the hours worked fall on that day.</p> <p>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.</p> <p>(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 ½) hours per week, averaged over the life of the schedule. Any hours in excess of that average would be paid at overtime rates.</p>	<p>(e) If an employee is given less than seven (7) 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 ½) hours per week, averaged over the life of the schedule. Any hours in excess of that average would be paid at overtime rates.</p>
	<p>The Union reserves the right to table additional proposals pertaining to schedules , new scheduling procedures and shift work for full and part-time staff.</p>
<p>ARTICLE 22 OVERTIME</p>	
<p>22.04 Regular Working Day</p> <p>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.</p>	<p>22.04 Regular Working Day</p> <p>An employee shall be compensated for hours of overtime worked on a regular working day at the rate of double time (2T).</p>
<p>22.05 Days of Rest</p> <p>(a) An employee shall be compensated:</p>	<p>22.05 Days of Rest</p> <p>An employee shall be compensated for hours of overtime worked on their first or second day of rest at the double time (2T) rate.</p>



<ul style="list-style-type: none"> (i) For hours of overtime worked on their 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 their second or subsequent day of rest at the rate of double time (2T). 	
	<p>NEW When overtime is paid out, it will be processed in the first pay period subsequent to when the overtime occurred.</p>
<p>ARTICLE 25 STAND BY, CALL BACK, REPORTING PAY AND TELEPHONE CALLS</p>	
<p>25.01 Stand By</p> <p>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 they have been designated as being on standby duty.</p>	<p>25.01 Stand By</p> <p>When the Employer requires any employee to be available on standby during off-duty hours that employee shall be compensated at</p> <ul style="list-style-type: none"> (a) the rate of one-half (½) hour for each four (4) hour period or portion thereof for which they have been designated as being on standby duty, or (b) the rate of one (1) hour for each four (4) hour period or portion thereof for which they have been designated as being on standby duty on a designated paid holiday pursuant to article 14.01.
<p>25.05 Call Back</p> <p>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:</p> <ul style="list-style-type: none"> (a) A minimum of three (3) hours' pay at the applicable overtime rate; or 	<p>25.05 Call Back</p> <p>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:</p> <ul style="list-style-type: none"> (a) A minimum of three (3) hours' pay at the applicable overtime rate; or



<p>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).</p>	<p>(b) A minimum of three (3) hours' pay at double time (2T) if called back on a designated paid holiday pursuant to Article 14.01.</p> <p>(c) In the event an employee, full time or part-time is called in and the employee is not on standby, that employee will receive a minimum of three (3) hours' pay at the double time rate (2T).</p> <p>(d) 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).</p>
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<p>25.08 Telephone Calls</p> <p>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:</p> <p>(a) Regular full-time employees shall be entitled to overtime in accordance with Article 22 and shall be paid at the applicable overtime rate;</p> <p>(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;</p> <p>(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, they shall be paid at straight time rates, subject to a minimum payment of fifteen (15) minutes;</p> <p>(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</p>	<p>25.08 Telephone Calls</p> <p>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:</p> <p>(a) Regular full-time employees shall be entitled to overtime in accordance with Article 22 and shall be paid at the applicable overtime rate;</p> <p>(b) Regular part-time employees shall be paid at the applicable overtime rate, subject to a minimum fifteen (15) minute payment;</p> <p>(c) All employees shall be paid at the double time rate (2T) subject to a minimum thirty (30) minute payment if they are contacted on a Designated Holiday (See Article 14.01);</p> <p>(d) DELETE</p>
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<p>thought to have been caused by the employee when they were at the hospital.</p>	
<p>ARTICLE 35 JOB EVALUATION, CLASSIFICATION AND RECLASSIFICATION</p>	
	<p>NEW 31.11 Where an employee considers there has been a significant change to their position/job duties and believes the position is not assigned the appropriate classification, the employee may initiate a grievance outlining in what manner the position has changed and why the employee believes the current classification is inappropriate.</p> <p>The parties will meet to review the grievance. If agreement cannot be reached locally within 30 days of the initiation of the grievance, the grievance <u>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</u> and Article 31.07 may apply.</p> <p>Renumber remaining clauses</p>
<p>ARTICLE 32 JOB SECURITY</p>	
<p>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 familiarization period identified in Article 43 Probationary and Familiarization Period. The reasonableness of the Employer’s decision in denying job training is subject to challenge through the grievance procedure.</p> <p>(b) The Employer further agrees that regular employees will not</p>	



<p>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.</p>	<p>(b) The Employer further agrees there will be no contracting out of any bargaining unit work.</p>
<p>ARTICLE 37 WAGE RATES AND POSITION SCHEDULES</p>	
<p>37.01 (a) The wage rates payable under this Agreement shall be those contained in Schedules A, B, & C of this collective agreement.</p> <p>(b) The position schedules are outlined in Schedule D, E & F of this collective agreement.</p>	<p>RESERVE</p>
<p>ARTICLE 38 SHIFT PREMIUMS</p>	
<p>38.01 Evening Premium:</p> <p>(a) A shift work employee will receive a shift premium of three dollars and twenty five cents (\$3.25) 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.</p>	<p>38.01 Evening Premium:</p> <p>(a) A shift work employee will receive a shift premium of three dollars and seventy-five (\$3.75) cents per hour for all hours worked, including overtime hours, between 4:00 p.m. and 11.59 pm. The shift premium will not be paid for hours worked between 8:00 a.m. and 4:00 p.m.</p>
<p>38.02 Weekend Premium:</p> <p>(a) Employees shall receive an additional premium of three dollars and twenty five cents (\$3.25) per hour for work on a Saturday and/or Sunday for hours worked including overtime hours.</p>	<p>38.02 Weekend Premium:</p> <p>(a) Employees shall receive an additional premium of three dollars and seventy-five (\$3.75) cents per hour for work on a Saturday and/or Sunday for hours worked including overtime hours.</p>
	<p>NEW</p> <p>38.03 Night Premium</p> <p>(a) Employees shall receive an additional premium of four dollars (\$4.00) per hour including overtime hours, for all hours worked between 12:00 p.m. and 8:00 a.m.</p>
<p>ARTICLE 39 EMPLOYEE BENEFITS</p>	
<p>39.01 b – Extended Health Plan</p>	
<p>(b) Extended Health Plan</p>	<p>RESERVE</p>



<p>(i) Effective April 1, 2011, 100% of the premium of an extended health plan providing vision care to a maximum of \$300 per person every twenty-four (24) months, supplementary medical benefits, \$25 calendar year deductible, with 80% of eligible expenses reimbursed;</p>	
<p>(ii) Effective April 1, 2019, Physiotherapy will have an annual maximum of \$1,000 per eligible person.</p>	RESERVE
<p>ARTICLE 40 PENSION PLAN</p>	
<p>40.01 The Yukon Hospital Corporation Employees’ Pension Plan shall form part of this Agreement.</p> <p>40.02 (a) Subject to paragraph (b) below, the Parties agree that the Yukon Hospital Corporation Employees’ Pension Plan will remain a Defined Benefit Plan for any employee covered by the Collective Agreement who is participating in the Pension Plan.</p> <p>(b) In the event a revision to the current Pension Plan is contemplated which may change the Pension Plan from being a Defined Benefit Plan, Article 40.03 will apply.</p> <p>40.03 The Employer agrees to provide written notice to the President of Local Y025 and the President of the Yukon Employees Union (YEU) of any revision(s) to the Yukon Hospital Corporation Employees’ Pension Plan referred to in Clause 40.01 above, which will affect employees covered by the Collective Agreement, sixty (60) calendar days in advance of implementing any such revision(s). During the sixty (60) calendar day notice period, the Local Presidents and the President of the YEU:</p> <p>(a) Shall be entitled to make a written representation to the Board of Trustees, with a copy to the Employer, concerning the proposed revisions, or</p>	<p>NEW</p> <p>The Parties agree that the Pension Plan forms part of the Collective Agreement and can only be amended by mutual agreement.</p> <p>The parties agree that the Pension Committee can make recommendations for pension changes, and receive input from their respective advisors.</p> <p>Any tentative agreement by the Pension Committee will be subject to ratification by the principals in the parties within 6 weeks after an agreement is reached.</p> <p>Delete Pension Letter subject to agreement above.</p>



<p>(b) May request, subject to the agreement of the Board of Trustees, to make a verbal representation to the Board of Trustees concerning the proposed revisions.</p> <p>40.04 Any arrears incurred for the payment of pension contributions will be recovered in the following manner:</p> <p>(a) If the arrears are in excess of fifty dollars (\$50.00), the Employer will, at least one month before recovery action is implemented, advise the employee the details in writing of the arrears and the Employer's intention to recover the arrears.</p> <p>(b) Recovery will not exceed ten percent (10%) of the employee's gross pay each pay period until the entire amount is recovered. It is understood the employee may agree to a higher amount. If the employee advises Human Resources that the stated recovery action will create a hardship, a lesser amount may be mutually agreed to. The Employer's agreement will not be unreasonably withheld. Notwithstanding the foregoing, in the event employment ceases, any outstanding amounts will be recovered from the final pay.</p> <p>40.05 The Parties further agree the Pension Committee can make recommendations for pension changes for the consideration of the Board of Trustees, and may receive input from their respective advisors.</p>	
ARTICLE 41 YUKON BONUS	
	RESERVE
ARTICLE 44 REGULAR PART-TIME EMPLOYEES	
<p>44.01 Overtime</p> <p>(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</p>	<p>44.01</p> <p>(a) A regular part-time employee is entitled to receive overtime compensation, in accordance with Article 22, when the hours of work authorized by the Employer, exceed the regular part-time daily or weekly hours of work by twenty-five per cent (25%) over a two week</p>



<p>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.</p> <p>(b) It is understood that the part-time employee may refuse to work any additional time beyond their 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.</p> <p>(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 they are 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.</p>	<p>pay period as specified for the particular classification held by the employee.</p> <p>(b) It is understood that the part-time employee may refuse to work any additional time beyond their 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 and will be compensated at the applicable overtime rate.</p>
<p>ARTICLE 57 DURATION</p>	
<p>57.01 (a) This Collective Agreement shall come into force and effect on September 1st, 2017, unless otherwise specified in the Agreement. This Agreement shall remain in force and effect until August 31st, 2019 and from year to year thereafter unless and until it is terminated by operation of law.</p>	<p>RESERVE</p>
	<p>NEW Social Justice Fund</p> <p>The Employer shall contribute one cent (1¢) per hour worked to the PSAC Social Justice Fund and such contribution will be made for all hours worked by each Employee in the bargaining unit.</p> <p>Contributions to the Fund will be made quarterly, in the middle of the month immediately following completion of each fiscal quarter year, and such contributions remitted to the PSAC National Office.</p>



	Contributions to the Fund are to be utilized strictly for the purposes specified in the Letters Patent of the PSAC Social Justice Fund.
	NEW - RIGHT TO DISCONNECT Unless specified elsewhere in this Collective Agreement, an employee is under no obligation to engage in work related communications including, but not limited to, answering calls or emails outside of normal working hours and/or during approved leaves of absence. There shall be no disciplinary action or reprisals against any employee who exercises their right to disconnect.
	NEW An employee will not be reassigned from their substantive position, either temporarily or permanently to a position in another town or city without the employee's written consent.
	DISCUSSION ITEMS
	The Union wishes to discuss the following items and reserves the right to table proposals after that discussion:
	1. The current classification system and the recent trend by the hospital to create "combined" positions
	2. One Health Project and any other potential plans for Reorganization
	3. Discuss application of Article 49.01 - Safety boots and PPE
	4. Discuss application of a reciprocal pension agreement with YG
	5. Discuss wellness committee, mental health in the workplace.
LETTERS OF UNDERSTANDING	6. Provision of a Drug Card
	7. The Union will be tabling a proposal for a retention payment
	8. Alternate Language Service Provision Program
LOU#1 – Training Opportunities	RENEW
LOU #2 - Volunteers	RENEW
LOU #3 - Underfill	RENEW



LOU#4 -Workload	RESERVE – the Union wishes to discuss and reserves the right to table proposals after that discussion.
LOU#5 - EAP	RESERVE – pending discussion regarding status of plan since change of provider
LOU#6 – DPH for LPN	Amend and Place in Article 14 – Designated Paid Holidays

